

# **AGENDA**

**Regular Meeting of the Bedford City Council  
Tuesday, February 9, 2016  
Bedford City Hall Building A  
2000 Forest Ridge Drive  
Bedford, Texas 76021**

**Conference Room Work Session 5:45 p.m.  
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>**

## **CONFERENCE ROOM WORK SESSION**

- Interviews for appointments to Bedford's Citizen Boards and Commissions.
- Discussion regarding appointments to Bedford's Citizen Boards and Commissions.

## **COUNCIL CHAMBER WORK SESSION**

- Review and discuss items on the regular agenda and consider placing items for approval by consent.
- Old Bedford School 100 Year Committee wrap-up.

## **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 1D, Shops at Central Park.
- b) Pursuant to Section 551.074, personnel matters – performance review of the City Manager.

## **REGULAR SESSION**

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

### **INVOCATION (Pastor Jeff Baldwin, The Refuge Family Church)**

### **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. Proclamation declaring February 2016 as Love Your Library Month in the City of Bedford.

## **APPROVAL OF THE MINUTES**

2. Consider approval of the following City Council minutes:
  - a) January 26, 2016 regular session

## **PERSONS TO BE HEARD**

3. The following individual has requested to speak to the Council tonight under Persons to be Heard:
  - a) Joyce Johnson, 1701 Brookhaven Circle, Bedford, Texas 76022 – Requested to speak to the Council about the United States being the third largest gas exporter, drilling, fracking hazards, and effects.
  - b) Carlo Gill, 3221 Timber Grove, Bedford, Texas 76021 – Requested to speak to Council on the same subject he spoke to Council on January 26, 2016: “trash pick-up and parking trailers, boats, and recreational vehicles in residential areas.”
  - c) William McFadden, 1108 Hialeah Path, Bedford, Texas 76022 – Requested to speak to the Council regarding code enforcement, parking, trashcans, lack of fines and citations; and further developments at the Bedford Bark Park including lights, water features, and general maintenance to the Bark Park.

## **NEW BUSINESS**

4. Consider an ordinance approving a resolution authorizing the issuance, sale, and delivery of Trinity River Authority of Texas (Tarrant County Water Project) revenue bonds, and approving and authorizing instruments and procedures relating thereto.
5. Consider an ordinance amending the City of Bedford Code of Ordinances, Chapter 114, Article II, Section 114-39 “Stop intersections” to include the specific locations listed for intersections designated as streets upon which vehicles stop before entering intersections; amending Chapter 114, Article V, Section 114-136 “Presumption that owner of vehicle illegally parked same” to include the specific locations where drivers of vehicles shall not park in areas marked with “No Parking” signs; amending Chapter 114, Article II, Section 114-42 “Prohibited turns at intersections” to include the specific locations where drivers of vehicles shall not make a left turn where an authorized sign clearly indicates that no left turn is permitted; and amending Chapter 114, Article IV, Section 114-106 “Maximum limits on specific streets” whereas established maximum speed limit signs are posted giving maximum speed limit notice for a particular street or portion thereof; providing for a severability clause; providing for a penalty clause; and declaring an effective date.
6. Consider a resolution authorizing the City Manager to enter into a Professional Services Agreement with Elder Engineering, Inc. in the amount of \$43,580 for design services related to the rebuild of Bedford Court East from Brown Trail to Dora Street.
7. Consider a resolution authorizing the City Manager to enter into a Professional Services Agreement with Pacheco Koch, LLC in the amount of \$89,075 for design services relating to Bedford Road Paving Improvements from Somerset Terrace to Brown Trail.
8. Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement with Tarrant County for street improvements on Bedford Road from SH 121 to FM 157 (Industrial Boulevard) and SH 121 to 460 feet west of Martin Drive.
9. Consider a resolution authorizing the City Manager to enter into a contract with Clay Enterprises Floors & Service to refinish the gym floor at the Boys Ranch Activity Center in the amount of \$14,995.

10. Consider a resolution authorizing the City Manager to enter into a contract with Merit Floors to replace existing flooring and vinyl cove base at City Hall, Building A in the amount of \$23,630.88.

11. Consider a resolution authorizing the City Manager to enter into a contract with WW Electronics Solutions LLC to replace the current door access system at the Law Enforcement Center in the amount of \$15,325.35.

12. 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 Farco
- ✓ Cultural Commission - Councilmember Champney
- ✓ Investment Committee – Councilmember Turner
- ✓ Library Advisory Board - Councilmember Farco
- ✓ Parks and Recreation Board - Councilmember Sartor
- ✓ Teen Court Advisory Board - Councilmember Gebhart
- ✓ Senior Citizen Liaison - Councilmember Turner

13. Council member Reports

14. City Manager/Staff Reports

### **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 1D, Shops at Central Park.
- b) Pursuant to Section 551.074, personnel matters – performance review of the City Manager.

15. 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, February 5, 2016 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

**PRESENTER:** Jim Griffin, Mayor

**DATE:** 02/09/16

Work Session

**ITEM:**

Interviews for appointments to Bedford's Citizen Boards and Commissions.

City Manager Review:     N/A    

**DISCUSSION:**

The City Secretary's Office received an application from Alexandra Cowart to serve on the Beautification Commission or the Parks and Recreation Board, an application from Sonya Hood to serve on the Cultural Commission, and an application from Dylan Hoey to serve on the Cultural Commission or the Community Affairs Commission. Currently, there is one opening on the Cultural Commission, two openings on the Parks and Recreation Board and one opening on the Library Board.

**ATTACHMENTS:**

N/A



# Council Agenda Background

**PRESENTER:** Wendy Hartnett, Special Events Manager

**DATE:** 02/09/16

**Work Session**

**ITEM:**

Old Bedford School 100 Year Committee wrap-up.

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

**DISCUSSION:**

The Old Bedford School 100 Year Committee will present a wrap-up of the Centennial events.

**ATTACHMENTS:**

Letter from Representative Jonathan Stickland  
Proclamation from Representative Jonathan Stickland

STATE of TEXAS  
HOUSE of REPRESENTATIVES



**Jonathan Stickland**  
District 92

December 9, 2015

Old Bedford School  
2400 School Lane  
Bedford, Texas 76021

RE: 100th ANNIVERSARY

Dear Amy Bourquin,

As 2015 comes to a close, I would like to once again congratulate the Old Bedford School for it's 100th year in our community. The Old Bedford School plays an important role in the heritage and future of our great city. Thank you to you and the entire staff for all that you have did to honor and celebrate the centennial of the school.

Please accept this state resolution in honor of the Old Bedford School 100th anniversary. The resolution has been recorded in the state journal for generations to enjoy and remember. I would like to extended my sincere best wishes for continued success.

If there is ever anything my office can do for the facility or the employees, please do not hesitate to contact me. I look forward to celebrating many more years with the Old Bedford School.

Sincerely,

  
Jonathan Stickland



# The State of Texas



## RESOLUTION

WHEREAS, The Old Bedford School celebrated its 100th anniversary on September 20, 2015; and

WHEREAS, In 1914, citizens of Bedford demonstrated their support for public education by approving a \$5,000 bond project for a new school on Bedford Road; when it opened the following year, it was the largest building in the area, and for many years, the school dominated the landscape; its faculty initially included four teachers and a principal who also taught classes; and

WHEREAS, Bedford School served the city's children until 1969, when its small size prompted the Hurst-Eules-Bedford Independent School District to move students to nearby Bell Manor Elementary School; subsequently, the structure was used as a municipal garage, warehouse, and maintenance facility, and it fell into disrepair before a January 1991 fire destroyed the roof and badly damaged the masonry walls and interior finishes; and

WHEREAS, In 1993, renovation of the school began with the removal of historically inappropriate additions from the 1950s, and two years later, the masonry walls were restored; a new roof and second floor were constructed, and vintage doors, hand-stamped tin ceilings, pigmented plaster blackboards, and other period details were installed; the final phase brought the building into conformance with the requirements of the Americans with Disabilities Act, and the school secured a place on the National Register of Historic Places; since 1996, it has housed a museum, a visitors' center, an auditorium, and meeting areas, and children from across the Metroplex have enjoyed exploring a classroom maintained in the style of 1915; and

WHEREAS, The Old Bedford School has been a local landmark for 100 years, and it continues to serve as a vital reminder of the community's rich heritage; now, therefore, be it

RESOLVED, That the centennial of the Old Bedford School be commemorated and that all those associated with this outstanding facility be extended sincere best wishes for continued success.



  
Jonathan Stickland  
State Representative  
District 92



# Council Agenda Background

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**PRESENTER:** Mayor Jim Griffin

**DATE:** 02/09/16

Council Recognition

**ITEM:**

Proclamation declaring February 2016 as Love Your Library Month in the City of Bedford.

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

**DISCUSSION:**

Maria Redburn will accept the Love Your Library Month Proclamation on behalf of the Bedford Public Library. She will promote various activities for the month of February including:

- The Library Satisfaction Survey
- The Seuss Festival scheduled for Sunday, March 1, 2016

Mary Woodward will also be accepting a plaque on behalf of the Library for the 2015 Achievement in Excellence in Libraries Award from the Texas Municipal Library Directors Association.

**ATTACHMENTS:**

Proclamation



CITY OF  
**BEDFORD**

# Proclamation

*WHEREAS, the Bedford Public Library fosters a love of learning and reading; and*

*WHEREAS, the Bedford Public Library supports a competitive workforce and economic development by bridging the digital divide; and*

*WHEREAS, the Bedford Public Library provides free of charge books, movies, music, and electronic books; and*

*WHEREAS, the Bedford Public Library has been recognized by the Texas Municipal Library Director's Association as a 2015 Achievement of Excellence in Libraries given to 41 libraries out of 561.*

*NOW, THEREFORE, let it be known that I, Jim Griffin, Mayor of the City of Bedford, and the City Council do hereby proclaim February, 2016 as:*

## ***Love Your Library Month***

*in the City of Bedford and urge all residents to visit the Bedford Public Library.*

*In witness whereof, I have hereunto set my hand and  
caused the seal of the City of Bedford to be affixed this  
9th day of February, 2016.*

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JIM GRIFFIN, MAYOR





# Council Agenda Background

**PRESENTER:** Michael Wells, City Secretary

**DATE:** 02/09/16

**Minutes**

**ITEM:**

Consider approval of the following City Council minutes:

- a) January 26, 2016 regular meeting

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

**DISCUSSION:**

N/A

**ATTACHMENTS:**

January 26, 2016 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. in the Conference Room, and Work Session at 6:00 p.m. and Regular Session at 6:30 p.m. in the Council Chambers of City Hall, 2000 Forest Ridge Drive, on the 26th day of January, 2016 with the following members present:**

Jim Griffin	Mayor
Ray Champney	Council Members
Roger Fisher	
Rusty Sartor	
Roy W. Turner	

constituting a quorum.

Councilmembers Gebhart and Farco were absent from the meeting.

Staff present included:

Roger Gibson	City Manager
Kelli Agan	Assistant City Manager
Stan Lowry	City Attorney
Michael Wells	City Secretary
Amy Bourquin	Old Bedford School Coordinator
Natalie Foster	Public Information Officer
Jeff Gibson	Police Chief
Mike Hager	Traffic Supervisor
Kenny Overstreet	Interim Public Works Director
Bill Syblon	Development Director

### **CONFERENCE ROOM WORK SESSION**

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

- **Presentation from Dunhill Partners regarding the Shops at Central Park.**

Development Director Bill Syblon introduced Tim Denker with Dunhill Partners and that the purpose of the meeting was to discuss what has happened with Movie Tavern since the project began in 2010 and to answer any questions the Council has regarding Dunhill Partners' request. Mr. Denker stated that Dunhill Partners owns 32 shopping centers in 25 cities and that Bedford is one of the easiest cities to work with; that Movie Tavern is almost ready to open, it will have 1,000 seats, 10 theaters and is scheduled to open around Valentine's Day; that the original project cost was \$12M and the actual cost is \$13M; that the revenue at the existing 28,000 square foot location is \$4M and the projection for the new 55,000 square foot location is \$9M in sales; that they are actively seeking a new tenant for the existing Movie Tavern space; that heavy landscaping will be installed, the parking lot will be resurfaced and other cosmetic enhancements will be made to the shopping center; that a private company out of New Orleans manages Movie Tavern; that the 380 agreement between Dunhill Partners and the City has been moved back to accommodate delays in the project; that currently the Center has no cash flow, but that is expected to change once the theater opens and the existing theater is rented; that Dunhill Partners is asking for a one-time payment of \$400,000 from the City to pay final project bills; that no tax abatements will be paid until the loan is repaid, at which point the 380 agreement would continue as originally planned; that if the City is unable to accommodate the request, Dunhill will fund it and not let the project fail; that the backside of the Center will be heavily landscaped; that the breezeway to the back parking lot will be lighted; that Dunhill has been approached by gyms to lease the existing theater and that Movie Tavern is planning a grand opening event.

Mayor Griffin adjourned the Work Session at 5:22 p.m.

### **COUNCIL CHAMBER WORK SESSION**

Mayor Griffin called the Work Session to order at 5:25 p.m. and Council immediately convened into Executive Session.

### **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 1D, Shops at Central Park.**
- b) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to Bedford Commons.**
- c) Pursuant to Section 551.087, deliberation regarding economic development negotiations relative to “Project Mockingbird.”**
- d) Pursuant to Section 551.074, personnel matters – appointment of the Municipal Court Judge.**

Council convened into Executive Session pursuant to Texas Government Code 551.087, deliberation regarding economic development negotiations relative to Block 1, Lot 1D, Shops at Central Park; Section 551.087, deliberation regarding economic development negotiations relative to Bedford Commons; and Section 551.087, deliberation regarding economic development negotiations relative to “Project Mockingbird”, and Section 551.074, personnel matters – appointment of the Municipal Court Judge, at 5:25 p.m.

Council reconvened from Executive Session at 6:35 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.

- 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, 4, 5, 6, 7, and 8.

Council discussed the current equipment in the Old Bedford School being outdated.

Interim Public Works Director Kenny Overstreet presented information regarding Item #6. He stated that several years ago, there was a business homeowner’s association along Plaza Parkway. Ten years ago, it fell under and the streets and lights became the responsibility of the City. The lights have not functioned properly in those ten years and staff has received requests to light up the area. The lights have a sub-meter from the rest of the electrical system. The wiring and balusters have been stolen from the lights, and to rewire and go to LED lighting will cost \$36,031, with sanding and painting being performed by in-house crews. This project will cover the twelve lights on Plaza Parkway and two on Marriott Drive, and will be paid for from the fund balance of the 2011 Certificates of Obligation.

Mr. Overstreet presented information regarding Item #5. He stated that on December 13, a severe storm took the mast arm of the traffic lights at Forest Ridge Drive and Bedford Road and pushed it into the power lines. This shot voltage through the arm and burned every LED head and the battery back-up system, and damaged the five circuitry control panels and wiring. To get it back on line as quickly as possible, a new traffic control signal box was installed, new wiring was pulled through the intersection, and two LED heads, several bulbs, two traffic control cameras and one Opticam camera were replaced. The new system was back up and running in two days. A claim was filed with the Texas Municipal League, which was approved for the full amount requested of \$36,481.75, minus the City’s deductible.

Council discussed Item #7, which is over budget due to the addition of the Law Enforcement Center, the three Fire Stations, and a mile worth of new roads.

Mr. Overstreet presented information regarding Item #8, which is a standard yearly agreement with Tarrant County to purchase liquid asphalt. It is reasonably priced at \$2.06 per gallon, for a total cost of \$4,120. The material has a shelf life of two months and the County makes theirs available to other cities, so it keeps their supply turned and fresh. If the City were to buy and store the material, there would be extra costs to maintain it.

Mayor Griffin adjourned the Work Session at 6:52 p.m.

### **REGULAR SESSION**

The Regular Session began at 6:52 p.m.

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

Mayor Griffin called the meeting to order.

### **INVOCATION**

Pastor Ken Ehrke with Embrace United Church of Christ gave the invocation.

### **PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance to the flags of the United States and Texas were given.

### **ANNOUNCEMENTS/UPCOMING EVENTS**

Public Information Officer Natalie Foster reported that a residential outreach meeting will be held at the Old Bedford School on Thursday, February 25. The Mayor and staff will give updates on the parks, Bedford Alert, Simple Recycling, Experience HEB and It's Time Texas. In regards to It's Time Texas, Ms. Foster reminded everybody to start posting their "healthy selfies." The program is a friendly challenge to help kick off a healthier living initiative. The challenge ends March 31. The Senior Center will be holding a dinner and dance on Monday, February 15 starting at 6:00 p.m. Tickets are \$8.00 per person in advance or \$10.00 at the door, and the event will include dinner, dancing and live music.

Ms. Foster presented an update on the Boys Ranch Park construction. Eighty percent of the sidewalks around the park have been completed. The sidewalk on the east side of the creek, as well as the decorative rock formation placement on both sides of the bridge on the north end, will be completed the following day. Also being completed the following day, is the safety guardrail installation on Doug Rivers Drive near the playground. Light poles will start being installed and the updated signs at the large pavilion by the Senior Center will be completed and hung on Friday. Work crews are completing the concrete footer in the small section of the lake and plan on shutting the valve during the week to allow the lake to start filling up. The estimated completion date is the end of February, barring any major weather delays.

### **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, 4, 5, 6, 7, and 8.

Motion approved 5-0-0. Mayor Griffin declared the motion carried.

### **APPROVAL OF THE MINUTES**

1. **Consider approval of the following City Council minutes:**
  - a) **January 12, 2016 regular session**

This item was approved by consent.

### **PERSONS TO BE HEARD**

2. **The following individual has requested to speak to the Council tonight under Persons to be Heard:**
  - a) **Carlo Gill, 3221 Timber Grove, Bedford, Texas 76021 – Requested to speak to Council regarding trash pick-up and parking trailers, boats, and recreational vehicles in residential areas.**

Carlo Gill, 3221 Timber Grove, Bedford, Texas – Mr. Gill stated that he has lived in Bedford for 40 years. He is concerned that his neighborhood is deteriorating because of the parking of storage trailers, boats, recreational vehicles and campers in driveways, some of which go into the sidewalks. He believes a lot of people do not care what they do and are renting. From his house, he can see a 20-foot flat storage trailer, and a few streets down can see other trailers themselves out over the concrete into the pathways. When he first came to live in Bedford, he came to the Council about passing an ordinance disallowing the parking of tractor cabs, which he considered dangerous in a neighborhood. He was advised to get a petition signed by 500 people, which he did. He came back to the Council and gave them the petition and pertinent information, and they voted to pass an ordinance against the parking of tractor cabs. He stated his neighborhood keeps getting worse. He does not have a problem with those types of vehicles in backyards, but that they should not be parked on the sidewalks, in front of houses, or in driveways. He asked if there was anything Council could do about this issue or did he need to get another petition. In answer to questions from Council, Mr. Gill stated that everybody he has talked to about this issue agrees with his position; that by parking these types of vehicles right next to residential homes, people cannot see out of their windows; that he is talking about the parking of recreational vehicles, and storage and utility trailers; that he believes if people have enough money to afford something like a recreational vehicle, they can afford to park it in a secured lot, not in a residential neighborhood; that people are sometimes forced to walk around the trailers out into the street; and that he wants to keep the area nice and clean and it is being trashed with such vehicles. There was discussion on the Council being responsive to this type of issue; the goal of the Council being to keep the City as pristine as possible; code enforcement rules and regulations; and that staff will look into these issues.

### **NEW BUSINESS**

3. **Consider a resolution ordering the General Election of the City of Bedford, Texas to be held on Saturday, May 7, 2016 for the purpose of electing Place 3 and Place 5 to the Bedford City Council.**

City Secretary Michael Wells presented information regarding this item, which is to officially call the general election for May 7, 2016 for the purpose of electing Place 3 and Place 5 to the City Council. Calling an election is a requirement of Section 3 of the Texas Election Code. Election Day is Saturday, May 7, 2016 from 7:00 a.m. to 7:00 p.m. at the Pat May Center. This is earlier than in years past as the State Legislature moved the May uniform election day from the second Saturday in May to the first Saturday in May. Early voting runs from April 25 through May 3. The main early voting location in Bedford is the Library; however, voters can vote at any Tarrant County early voting location. Staff is recommending that the election be held jointly with, and administered by, Tarrant County elections, which has proven to be the most cost effective method to hold elections. Any runoff would be held between May 30 and July 5. The last day to register to vote in time for the election is April 7. There was discussion that the election is only for places 3 and 5 on the City Council, and not the Municipal Court Judge, as Council has chosen to appoint that position.

Motioned by Councilmember Fisher, seconded by Councilmember Sartor, to approve a resolution ordering the General Election of the City of Bedford, Texas to be held on Saturday, May 7, 2016 for the purpose of electing Place 3 and Place 5 to the Bedford City Council.

Motion approved 5-0-0. Mayor Griffin declared the motion carried.

4. **Consider a resolution authorizing the City Manager to purchase replacement equipment and upgrades for the audiovisual system at the Old Bedford School auditorium in amount of \$16,004.50.**

This item was approved by consent.

5. **Consider a resolution authorizing funding, ratifying the expenditure and authorizing the City Manager to contract with TX Service, Paradigm Traffic Systems, Inc., and Durable Specialties, Inc. in the amount of \$37,481.75 for emergency repairs requiring the rebuild of traffic signals and video detection cameras at the intersection of Bedford Road and Forest Ridge Drive.**

This item was approved by consent.

6. **Consider a resolution authorizing funding, ratifying the expenditure and authorizing the City Manager to contract with Bean Electrical, Inc. in the amount of \$36,031 for repairs to street lights on Plaza Parkway.**

This item was approved by consent.

7. **Consider a resolution authorizing the City Manager to enter into a contract with Waste Partners Environmental, Inc. in the amount of \$46,915.50 for the Fiscal Year 2015-16 Street Sweeping Program.**

This item was approved by consent.

8. **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.

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

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

Councilmember Fisher reported that the Board met on January 19 and that updated statistics from the Animal Shelter are on the City website. He stated that they were appreciative of the City's emergency response plan for animals and are interested in a County-wide program.

- ✓ **Beautification Commission - Councilmember Turner**

Councilmember Turner reported that the Commission met on January 18 and discussed the schedules for Clean Up Bedford Day, Chunk Your Junk Day and Shred It Day.

- ✓ **Community Affairs Commission - Councilmember Farco**

No report was given.

- ✓ **Cultural Commission - Councilmember Champney**

No report was given.

- ✓ **Library Advisory Board - Councilmember Farco**

No report was given.

- ✓ **Parks and Recreation Board - Councilmember Sartor**

Councilmember Sartor reported that the Board has not met since the last Council meeting and their meetings are the first Thursday of the month. He spent time at the Boys Ranch the previous Sunday and

is encouraged that the playground area is well used. He also visited Carousel Park and Monterrey Park and found many kids playing on the new playground equipment. He is looking forward to the lake at the Boys Ranch filling up soon.

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

No report was given.

✓ **Senior Citizen Liaison - Councilmember Turner**

Councilmember Turner reported that a meeting has been scheduled for February 5 to plan activities for the rest of the year.

## **10. Council member Reports**

Councilmember Turner reported on the Street Improvement Economic Development Corporation (SIEDC), which met on January 19. The financial status report indicated that the SIEDC is in a sound financial position. A status report of the previous year's projects and an outline of the projects for 2016 were given. The proposed statement of revenue and expenditures for the year ending September 30, 2016 was discussed and approved. There was a lengthy discussion concerning the usage of funds based on the proposition that was approved by the voters in 1997. The proposition stated that it was to be used for streets and roads and related street improvements, and that related street improvements would be determined on a case-by-case basis as presented to the SIEDC. He stated that the City's streets are maintained and improved in an expeditious manner, and the SIEDC is in a very good financial situation.

## **11. City Manager/Staff Reports**

- **Update on the Distracted Driving Ordinance.**

Police Chief Jeff Gibson presented an update on the Distracted Driving Ordinance, which deals with mobile devices in the hands of anybody operating a motor vehicle. From its inception in January of 2015 through April, only warnings were being issued for the Ordinance. From May through September, officers were only issuing citations for texting and/or looking at a phone, but not for talking on a phone. Starting October 1, officers started issuing citations for the entire Ordinance. He discussed the signs at City facilities and entrances into the City indicating the Ordinance. From May to September, 174 citations were issued, and from October through the end of December, 62 citations were issued. In regards to automobile accidents that were contributable to the use of mobile devices, there were four from May through September, and two from October through December. There was discussion on accident statistics prior to the Ordinance; keeping track of ordinances and their impact on the City; Council receiving regular updates on the Distracted Driving Ordinance; and the Ordinance being put in place for safety. In answer to questions from Council, Traffic Supervisor Mike Hager stated the information regarding the use of mobile devices in accidents comes from people willingly admitting to the use of a mobile device; that he believes it is going to be extremely difficult to get such statistics since most people will not be willing to admit they were on the phone; that most accidents are linear accidents and he believes that a majority are caused by someone looking at their phone; that every time an officer stops someone for this they are preventing something bad from happening; that he firmly believes in the Ordinance; that officers use discretion; and that he hopes that it will be State-wide.

## **12. 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 7:26 p.m.

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Jim Griffin, Mayor

ATTEST:

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Michael Wells, City Secretary



# Council Agenda Background

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**PRESENTER:** See below

**DATE:** 02/09/16

**Persons to be Heard**

**ITEM:**

- a) Joyce Johnson, 1701 Brookhaven Circle, Bedford, Texas 76022 – Requested to speak to the Council about the United States being the third largest gas exporter, drilling, fracking hazards, and effects.
- b) Carlo Gill, 3221 Timber Grove, Bedford, Texas 76021 – Requested to speak to Council on the same subject he spoke to Council on January 26, 2016: “trash pick-up and parking trailers, boats, and recreational vehicles in residential areas.”
- c) William McFadden, 1108 Hialeah Path, Bedford, Texas 76022 – Requested to speak to the Council regarding code enforcement, parking, trashcans, lack of fines and citations; and further developments at the Bedford Bark Park including lights, water features, and general maintenance to the Bark Park.

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

**DISCUSSION:**

N/A

**ATTACHMENTS:**

Letters of Request

2/1/2016

To Bedford City Council

PERSONS TO BE HEARD REQUEST AT CITY COUNCIL ON FEBRUARY 9, 2016 BY

JOYCE JOHNSON, 1701 BROOKHAVEN CIRCLE, BEDFORD, TEXAS ABOUT

"USA THIRD LARGEST GAS EXPORTER / DRILLING/FRACTURING HAZARDS /EFFECTS"

A handwritten signature in cursive script, reading "Joyce Johnson", is written over a horizontal line.

2/1/16

CARLO GILL

Same subject matter as of Jan. 23, 2016

**From:** [Wells, Michael](#)  
**To:** [Jacobs, Amanda](#)  
**Subject:** FW: Speak at next meeting City Council Meeting  
**Date:** Wednesday, February 03, 2016 9:31:05 AM

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Michael Wells  
Office: 817-952-2104

**From:** Bill [REDACTED]  
**Sent:** Wednesday, February 03, 2016 9:25 AM  
**To:** Wells, Michael <Michael.Wells@bedfordtx.gov>  
**Subject:** Speak at next meeting City Council Meeting

Good Morning,

I would like to speak at the Bedford City Council Meeting. I would like to discuss code enforcement, parking, trashcans, lack of fines and citations. I would also like to discuss further developments to the Bedford Bark Park, including; lights, water features, and general maintenance to the Bark Parks.

Thank you.  
William McFadden  
1108 Hialeah Path  
Bedford Texas 76022



# Council Agenda Background

<b><u>PRESENTER:</u></b> Kenny Overstreet, Interim Public Works Director Fiona M. Allen, P.E., Trinity River Authority of Texas		<b><u>DATE:</u></b> 02/09/16
<b>Council Mission Area:</b> Protect the vitality of neighborhoods.		
<b><u>ITEM:</u></b>  Consider an ordinance approving a resolution authorizing the issuance, sale, and delivery of Trinity River Authority of Texas (Tarrant County Water Project) revenue bonds, and approving and authorizing instruments and procedures relating thereto.  <b>City Attorney Review:</b> Yes  <b>City Manager Review:</b> _____		
<b><u>DISCUSSION:</u></b>  Management of the Trinity River Authority (TRA) is recommending to their Board of Directors to advance refund Series 2008 Revenue Bonds. The Board will act on this recommendation on February 24, 2016. The estimated overall savings is approximately \$6.3 million. Customers of TRA will realize the cost avoidance in reduction of annual debt service payments through 2028.  Staff recommends approval of this resolution to allow TRA to proceed with the refunding of bonds. Once the resolution is approved, TRA will have the City sign a separate Certificate for Ordinance approving a resolution authorizing the issuance of this sale.		
<b><u>RECOMMENDATION:</u></b>  Staff recommends the following motion:  Approval of an ordinance approving a resolution authorizing the issuance, sale, and delivery of Trinity River Authority of Texas (Tarrant County Water Project) revenue bonds, and approving and authorizing instruments and procedures relating thereto.		
<b><u>FISCAL IMPACT:</u></b>  N/A	<b><u>ATTACHMENTS:</u></b>  Ordinance Certificate for Ordinance	

ORDINANCE NO. 16-

**AN ORDINANCE APPROVING A RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF TRINITY RIVER AUTHORITY OF TEXAS (TARRANT COUNTY WATER PROJECT) REVENUE BONDS, AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO.**

**WHEREAS, it is necessary and advisable that the City approve a resolution adopted by the Board of Directors of Trinity River Authority of Texas authorizing the issuance, sale, and delivery of Trinity River Authority of Texas (Tarrant County Water Project) Revenue Bonds, and approving and authorizing instruments and procedures relating thereto hereinafter described.**

**NOW, THEREFORE, BE IT ORDAINED 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 a "resolution authorizing the issuance, sale, and delivery of Trinity River Authority of Texas (Tarrant County Water Project) revenue bonds, and approving and authorizing instruments and procedures relating thereto" (the "Bond Resolution") which will be adopted by the Board of Directors of Trinity River Authority of Texas (the "Authority") on February 24, 2016, has been submitted to the City in the form attached hereto, and made a part hereof for all purposes. Said resolution is hereby approved by the City as to form and substance, and the bonds (the "Bonds") described therein may be issued by the Authority in accordance with the terms and provisions set forth therein and herein.**

**SECTION 3. That the principal amount and maturities of the Bonds, the interest rates for the Bonds, the purchaser of the Bonds, and other details and provisions for the Bonds, and the price to be paid for the Bonds, shall be determined by the General Manager of the Authority in accordance with the procedures and parameters set forth in the Bond Resolution in the manner determined by the Board of Directors of Authority; and all such matters and procedures are hereby approved by the City.**

**SECTION 4. That it is acknowledged and agreed by the City that the Bonds authorized pursuant to said Bond Resolution will be issued in strict conformance and compliance with the water supply contract dated as of January 21, 1972, executed between the Authority and the City, and amended as of January 22, 1975, and further amended as of December 11, 1979 (the "Contract"), relating to the project as defined in said Contract and described in said Bond Resolution, and that the City will be fully bound by the provisions of said Bond Resolution insofar as they pertain to the City, and the City will be unconditionally obligated to make the payments with respect to said Bonds as required by the Contract and said Bond Resolution.**

**SECTION 5. That, in accordance with the Contract, and as a prerequisite to the issuance of the Bonds, the City finds that a case of emergency exists which requires the City to request the Authority to issue the Bonds in order to refund outstanding bonds issued by the Authority with respect to the Tarrant County Water Project resulting in a debt service savings which will inure to the benefit of the City as well as to issue the Bonds to finance and construct the facilities for which the Bonds are to be issued, and the City hereby formally requests the Authority to proceed with such refunding.**

**SECTION 6. That all ordinances and resolutions of the City in conflict or inconsistent with this Resolution are hereby repealed to the extent of such conflict or inconsistency.**

**PRESENTED AND PASSED this 9th day of February 2016, 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**

CERTIFICATE FOR AN ORDINANCE APPROVING A RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF TRINITY RIVER AUTHORITY OF TEXAS (TARRANT COUNTY WATER PROJECT) REVENUE BONDS, AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

THE STATE OF TEXAS  
COUNTY OF TARRANT  
CITY OF BEDFORD

We, the undersigned officers of the City of Bedford, Texas, hereby certify as follows:

1. The City Council of said City convened in REGULAR MEETING ON THE \_\_\_\_\_ DAY OF FEBRUARY, 2016, at the City Hall, and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Mayor: Jim Griffin  
Mayor Pro Tem: Roger Fisher  
Place 1: Rusty Sartor  
Place 2: Dave Gebhart  
Place 3: Ray Champney  
Place 4: Steve Farco  
Place 5: Roy Turner

and all of said persons were present, except the following absentees: \_\_\_\_\_, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

ORDINANCE APPROVING A RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF TRINITY RIVER AUTHORITY OF TEXAS (TARRANT COUNTY WATER PROJECT) REVENUE BONDS, AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

was duly introduced for the consideration of said City Council and duly read. It was then duly moved and seconded that said Ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried with all members present voting "AYE" except the following:

NAY: \_\_\_\_\_ ABSTAIN: \_\_\_\_\_

2. That a true, full, and correct copy of the aforesaid Ordinance passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that the above and foregoing paragraph is a true, full, and correct excerpt from said City Council's minutes of said Meeting pertaining to the passage of said Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said City Council as indicated therein; and that each of the officers and members of said City Council was duly and sufficiently notified officially, in advance, of the time, place, and purpose of the aforesaid Meeting; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

3. That the Mayor of said City has approved, and hereby approves, the aforesaid Ordinance; that the Mayor and the City Secretary of said City have duly signed said Ordinance; and that the Mayor and the City Secretary of said City hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED the \_\_\_\_\_ day of February, 2016.

\_\_\_\_\_  
City Secretary

\_\_\_\_\_  
Mayor

(SEAL)



# Council Agenda Background

**PRESENTER:** Kenny Overstreet  
Interim Public Works Director

**DATE:** 02/09/16

**Council Mission Area:** Be responsive to the needs of the community.

**ITEM:**

Consider an ordinance amending the City of Bedford Code of Ordinances, Chapter 114, Article II, Section 114-39 “Stop intersections” to include the specific locations listed for intersections designated as streets upon which vehicles stop before entering intersections; amending Chapter 114, Article V, Section 114-136 “Presumption that owner of vehicle illegally parked same” to include the specific locations where drivers of vehicles shall not park in areas marked with “No Parking” signs; amending Chapter 114, Article II, Section 114-42 “Prohibited turns at intersections” to include the specific locations where drivers of vehicles shall not make a left turn where an authorized sign clearly indicates that no left turn is permitted; and amending Chapter 114, Article IV, Section 114-106 “Maximum limits on specific streets” whereas established maximum speed limit signs are posted giving maximum speed limit notice for a particular street or portion thereof; providing for a severability clause; providing for a penalty clause; and declaring an effective date.

**City Attorney Review:** Yes

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

**DISCUSSION:**

Since the last update to Section 114-39, additional stop signs have been installed or are to be installed. The amendments of Section 114-39 “Stop intersections,” are necessary to add the new stop signs placed at the following intersections:

Sign Type	Route	Intersection	Direction
Stop	Sanders Court	Murphy Drive	Eastbound at Murphy
Stop	Hastings Place	Dorchester	Southbound at Dorchester
Stop	Hastings Court	Dorchester	Northbound at Dorchester
Stop	Avalon Court	Bedford Road	Southbound at Bedford Rd

The amendment to Chapter 114, Article V, Section 114-136, “Presumption that owner of vehicle illegally parked same” are necessary updates to reflect the installation of No Parking Signs placed at the following intersection:

Sign Type	Route	Intersection	Direction
No parking sign	Cummings Drive	Rolling Meadows	Westbound

The amendment to Chapter 114, Article II, Section 114-42, “Prohibited turns at intersections” to include the specific locations where drivers of vehicles shall not make a left turn where an authorized sign clearly indicates that no left turn is permitted, is necessary at the following intersection:

Sign Type	Route	Intersection	Direction
No Left Turn	Spring Brook Drive	Shady Brook	During School times

The amendment to Chapter 114, Article IV, Section 114-106, “Maximum limits on specific streets” whereas speed limit signs are posted to notify motorists of a maximum speed limit on a particular street. Installation of new speed limit postings are along the northbound and southbound access

include the roads Highway 121 within the Bedford City limits at the following locations:

Starting Mile Post	Ending Mile Post	Mileage Distance	Zoned Mileage	Direction of travel
MP 15.344	MP 15.509	0.165 miles	50 MPH	HWY 121 North Frontage Road
MP 15.509	MP 18.260	2.751 miles	45 MPH	HWY 121 North Frontage Road
MP 15.344	MP 15.509	0.165 miles	50 MPH	HWY 121 South Frontage Road
MP 15.561	MP 18.260	2.609 miles	45 MPH	HWY 121 South Frontage Road

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of an ordinance amending the City of Bedford Code of Ordinances, Chapter 114, Article II, Section 114-39 "Stop intersections" to include the specific locations listed for intersections designated as streets upon which vehicles stop before entering intersections; amending Chapter 114, Article V, Section 114-136 "Presumption that owner of vehicle illegally parked same" to include the specific locations where drivers of vehicles shall not park in areas marked with "No Parking" signs; amending Chapter 114, Article II, Section 114-42 "Prohibited turns at intersections" to include the specific locations where drivers of vehicles shall not make a left turn where an authorized sign clearly indicates that no left turn is permitted; and amending Chapter 114, Article IV, Section 114-106 "Maximum limits on specific streets" whereas established maximum speed limit signs are posted giving maximum speed limit notice for a particular street or portion thereof; providing for a severability clause; providing for a penalty clause; and declaring an effective date.

**FISCAL IMPACT:**

N/A

**ATTACHMENTS:**

Ordinance

ORDINANCE NO. 16-

AN ORDINANCE AMENDING THE CITY OF BEDFORD CODE OF ORDINANCES, CHAPTER 114, ARTICLE II, SECTION 114-39 "STOP INTERSECTIONS" TO INCLUDE THE SPECIFIC LOCATIONS LISTED FOR INTERSECTIONS DESIGNATED AS STREETS UPON WHICH VEHICLES STOP BEFORE ENTERING INTERSECTIONS; AMENDING CHAPTER 114, ARTICLE V, SECTION 114-136 "PRESUMPTION THAT OWNER OF VEHICLE ILLEGALLY PARKED SAME" TO INCLUDE THE SPECIFIC LOCATIONS WHERE DRIVERS OF VEHICLES SHALL NOT PARK IN AREAS MARKED WITH "NO PARKING" SIGNS; AMENDING CHAPTER 114, ARTICLE II, SECTION 114-42 "PROHIBITED TURNS AT INTERSECTIONS" TO INCLUDE THE SPECIFIC LOCATIONS WHERE DRIVERS OF VEHICLES SHALL NOT MAKE A LEFT TURN WHERE AN AUTHORIZED SIGN CLEARLY INDICATES THAT NO LEFT TURN IS PERMITTED; AND AMENDING CHAPTER 114, ARTICLE IV, SECTION 114-106 "MAXIMUM LIMITS ON SPECIFIC STREETS" WHEREAS ESTABLISHED MAXIMUM SPEED LIMIT SIGNS ARE POSTED GIVING MAXIMUM SPEED LIMIT NOTICE FOR A PARTICULAR STREET OR PORTION THEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING;FOR A PENALTY CLAUSE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of Bedford, Texas recognizes that approving the Traffic Plan is necessary to be responsive to the needs of the community; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to provide a safe and friendly community environment.

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 Section 114-39 of the City of Bedford Code of Ordinances is hereby amended to include the following intersections designated as streets upon which vehicles shall stop before entering such intersections.

All traffic-control signs, signals, devices and markings placed or erected prior to adoption of this Code and in use for the purpose of regulating, warning or guiding traffic are hereby affirmed, ratified and declared to be official traffic-control devices, provided such traffic-control devices are not inconsistent with the provisions of this chapter or state law.

Sign Type	Route	Intersection	Direction
Stop	Sanders Court	Murphy Drive	Eastbound at Murphy
Stop	Hastings Place	Dorchester	Southbound at Dorchester
Stop	Hastings Court	Dorchester	Northbound at Dorchester
Stop	Avalon Court	Bedford Road	Southbound at Bedford Rd

SECTION 3. That Section 114-136 of the City of Bedford Code of Ordinances is hereby amended to include the following installation of No Parking Signs placed at the intersections listed below.

All traffic-control signs, signals, devices and markings placed or erected prior to adoption of this Code and in use for the purpose of regulating, warning or guiding traffic are hereby affirmed, ratified and declared to be official traffic-control devices, provided such traffic-control devices are not inconsistent with the provisions of this chapter or state law.

Sign Type	Route	Intersection	Direction
No parking sign	Cummings Drive	Rolling Meadows	Westbound

**ORDINANCE NO. 16-**

**SECTION 4.** That Section 114-42 of the City of Bedford Code of Ordinances is hereby amended to include the following intersections designated as intersections whereby drivers of vehicles shall not make left turn where an authorized sign clearly indicates that no left turn is permitted.

All traffic-control signs, signals, devices and markings placed or erected prior to adoption of this Code and in use for the purpose of regulating, warning or guiding traffic are hereby affirmed, ratified and declared to be official traffic-control devices, provided such traffic-control devices are not inconsistent with the provisions of this chapter or state law.

<b>Sign Type</b>	<b>Route</b>	<b>Intersection</b>	<b>Direction</b>
No Left Turn	Spring Brook Drive	Shady Brook	During School times

**SECTION 5.** That Section 114-106 of the City of Bedford Ordinances is hereby amended to include the following increased speed limit postings on State Highway 121 Frontage Roads, both northbound and southbound.

All traffic-control signs, signals, devices and markings placed or erected prior to adoption of this Code and in use for the purpose of regulating, warning or guiding traffic are hereby affirmed, ratified and declared to be official traffic-control devices, provided such traffic-control devices are not inconsistent with the provisions of this chapter or state law.

<b>Starting Mile Post</b>	<b>Ending Mile Post</b>	<b>Mileage Distance</b>	<b>Zoned Mileage</b>	<b>Direction of travel</b>
MP 15.344	MP 15.509	0.165 miles	50 MPH	HWY 121 North Frontage Road
MP 15.509	MP 18.260	2.751 miles	45 MPH	HWY 121 North Frontage Road
MP 15.344	MP 15.509	0.165 miles	50 MPH	HWY 121 South Frontage Road
MP 15.561	MP 18.260	2.609 miles	45 MPH	HWY 121 South Frontage Road

**SECTION 6.** That all ordinances, parts of ordinances and amendments thereto in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 7.** If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portion of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**SECTION 8.** That any person who shall violate any of the provisions of the ordinance or shall fail to comply therewith or with any of the requirements thereof, shall be deemed guilty of a misdemeanor and shall be liable to a fine, and upon conviction of any such violation shall be fined up to the maximum amount allowed by law.

**SECTION 9.** That this ordinance shall become effective from and after its passage and publication as required by law.

**ORDINANCE NO. 16-**

**PRESENTED AND PASSED** this 9th day of February, 2016, 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:**

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**Michael Wells, City Secretary**

**APPROVED AS TO FORM:**

---

**Stan Lowry, City Attorney**



# Council Agenda Background

**PRESENTER:** Kenny Overstreet,  
Interim Public Works Director

**DATE:** 02/09/16

**Council Mission Area:** Be responsive to the needs of the community.

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a Professional Services Agreement with Elder Engineering, Inc. in the amount of \$43,580 for design services related to the rebuild of Bedford Court East from Brown Trail to Dora Street.

City Attorney Review: Yes

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

**DISCUSSION:**

Bedford Court East from Brown Trail to Dora Street has been identified as an area in need of rebuild. The roadway has multiple sub-grade failures. As a result of the damage, a complete rebuild is necessary.

Staff recommends Elder Engineering, Inc. for this project. The scope of services includes the complete design of Bedford Court East from Brown Trail to Dora Street, construction management, and topographical surveys related to the project.

The project was approved by the Street Improvement Economic Development Corporation at the January 19, 2016 meeting. Funding in the amount of \$43,580 will come from the Street Improvement Economic Development Corporation (4B) Fund.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Professional Services Agreement with Elder Engineering, Inc. in the amount of \$43,580 for design services related to the rebuild of Bedford Court East from Brown Trail to Dora Street.

**FISCAL IMPACT:**

FY 2015/16 4B Budget:	\$437,338
Actual Amount:	\$ 43,580
Variance:	\$393,758

**ATTACHMENTS:**

Resolution  
Professional Services Agreement

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH ELDER ENGINEERING, INC. IN THE AMOUNT OF \$43,580 FOR DESIGN SERVICES RELATED TO THE REBUILD OF BEDFORD COURT EAST FROM BROWN TRAIL TO DORA STREET.

WHEREAS, the City Council of Bedford, Texas has determined the need for design services related to the rebuild of Bedford Court East; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing these improvements to be responsive to the needs of the community.

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 Professional Services Agreement with Elder Engineering, Inc. in the amount of \$43,580 for design services related to the rebuild of Bedford Court East from Brown Trail to Dora Street.

SECTION 3. That funding will come from the Street Improvement Economic Development Corporation (4B) Fund.

PRESENTED AND PASSED this 9th day of February, 2016 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:

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Michael Wells, City Secretary

APPROVED AS TO FORM:

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Stan Lowry, City Attorney



**Contract for Bedford Court East Paving Improvements**

Section 2. City shall pay Engineer for all subcontractor work authorized by City at the actual cost plus ten percent (10%). For reproduction work beyond that identified in Article I, City shall pay Engineer for reproduction work at the current commercial rates.

Section 3. Progress payments shall be made monthly upon receipt of an invoice from Engineer outlining the work tasks performed and an estimated percent completion of the work along with itemized charges for any subcontract, reproduction and survey work performed during the period covered by said invoice. A copy of the standard hourly rates is shown below.

**WAGE RATE SCHEDULE (hourly rates)**

Project Engineer.....	\$125
Professional Land Surveyor.....	\$125
Survey Crew.....	\$110
Survey Technician.....	\$85

### ARTICLE III

#### SCHEDULE

Engineering work on this project shall be completed according to the following schedule:

- 1) Preliminary review plans shall be submitted for City review within **120** calendar days after receiving the Notice to Proceed from the City.
- 2) Final review plans and specifications shall be submitted for City review within **42** calendar days after receipt of City's preliminary review comments.
- 3) Construction plans and specifications shall be submitted for advertising within **28** calendar days after receipt of City's final review comments.
- 4) Advertising documents shall be prepared and submitted to City within **14** calendar days of City approval of the construction plans and specifications.

### ARTICLE IV

#### OWNER'S RESPONSIBILITIES

City's responsibilities shall include the following:

- 1) City shall make available to Engineer for use in performing services hereunder all existing plans, maps, field notes, statistics, computations and other data in City's possession relative to existing facilities and to the project.
- 2) City shall distribute plans and bid documents upon delivery by Engineer, and shall provide location for all meetings and conferences.
- 3) City shall direct all phases of construction and provide construction inspection services. Citizen questions and complaints during construction shall be handled by the City.
- 4) Provide standard details, specifications and contract documents in digital format.

## **ARTICLE V**

### **PROGRESS REPORT**

If requested by City, Engineer shall submit monthly progress reports with the monthly invoice. If Engineer determines in the course of preparing design drawings and specifications that the preliminary opinion of probable construction cost will be exceeded, whether by change in the scope of the project, or other conditions, the Engineer shall immediately report such fact to City, in writing, and if so instructed shall suspend all work hereunder.

## **ARTICLE VI**

### **ENGINEER'S LIABILITY**

All Contract Documents shall comply to the best of the knowledge, information and belief of Engineer, with all applicable local, state and federal laws and with all applicable rules and regulations promulgated by all local, state and national boards, bureaus and agencies. Approval by City shall not constitute or be deemed to be a release of the responsibility and liability of Engineer, its officers, agents, employees and subcontractors for the accuracy and competency of the services performed hereunder, including but not limited to designs, working drawings and specifications or their engineering documents. Such approval shall not be deemed to be an assumption of such responsibility and liability by City for any error, omission, defect or negligence in the performance of such services, it being the intent of the parties that approval by City signifies City's approval of only the general design concept of the improvements to be constructed.

## **ARTICLE VII**

### **INDEMNIFICATION**

**Engineer shall and does hereby agree to indemnify and hold harmless the City of Bedford, its officers, agents, and employees from any and all damages, loss or liability of any kind, whatsoever, by reason of death or injury to property or third persons caused by the omission or negligent act of Engineer, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this contract, and Engineer will, at its cost and expense, defend, pay on behalf of, and protect the City of Bedford and its officers, agents, and employees against any and all such claims and demands.**

## ARTICLE VIII

### USE OF DOCUMENTS

All drawings, specifications, and other documents or instruments prepared or assembled by Engineer under this contract shall become the sole property of City and shall be delivered to City without restriction on future use. Engineer shall retain in their files all original drawings, specifications, documents or instruments and all other pertinent information for the work. Engineer shall have no liability for changes made to the drawings and other documents by City or other consultants subsequent to the completion of the contract. City shall require that any such change be sealed, dated, and signed by the engineer making said change and shall be appropriately marked to reflect what was changed or modified.

## ARTICLE IX

### TRANSFER OF CONTRACT

Engineer shall not assign, sublet or transfer, in whole or in part, its interest in this agreement without the prior written consent of City.

## ARTICLE X

### TERMINATION OF CONTRACT

Section 1. City may terminate this contract at any time and for any cause by a notice in writing to Engineer. 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 contract.

Section 2. If City terminates this contract under the foregoing Section 1, City shall pay Engineer a reasonable amount for services performed prior to such termination, which payment shall be based upon the hourly billing rates of employees engaged on the work by Engineer up to the date of termination of the contract and for subcontract, reproduction, and survey work in accordance with the method of compensation stated in ARTICLE II herein.

Section 3. All completed or partially completed reports prepared under this contract, including the original drawings, shall become the property of City when the contract is 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 contract.

## ARTICLE XI

### INDEPENDENT CONTRACTOR

Engineer covenants and agrees that it will perform the work hereunder as an independent contractor, and not as an officer, agent, servant, or employee of City; that Engineer shall have exclusive control of and the exclusive right to control the details of Engineer's work performed hereunder, and all persons performing same, and Engineer shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors, and consultants; that the doctrine of respondent superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors, and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

## ARTICLE XII

### DISCLOSURE

By signature of this contract, Engineer warrants to the City of Bedford that he 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 proposed project and business relationships with abutting property owners. Engineer further warrants that he will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

## ARTICLE XIII

### INSURANCE

Section 1. Engineer shall, at their own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not commence work under this contract until Engineer has obtained all the insurance required under this contract and such insurance has been approved by City, nor shall Engineer allow any subcontractor to commence work under this contract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis through companies duly approved to transact that class of insurance in the State of Texas. The insurance requirements shall remain in effect throughout the term of this contract.

- 1) Workers' Compensation and Employers' Liability Insurance, as required by law; not less than \$100,000 for each accident, \$100,000 disease-each employee, \$500,000 disease-policy limit.
- 2) Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering, but not

**Contract for Bedford Court East Paving Improvements**

limited to the indemnification provisions of this contract, fully insuring Engineer's liability for injury to or death of employees of City and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage minimum limit of \$500,000 per occurrence.

- 3) Automobile Liability Insurance, covering owned, hired and non-owned vehicles, with bodily injury and property damage limits of \$500,000 per occurrence.
- 4) Professional Liability Insurance, coverage in an amount of at least \$500,000 per claim and aggregate covering the services provided under this contract, including contractual liability. This insurance shall be maintained throughout the contract and for one year after completion of construction of the project.

Section 2. Each insurance policy to be furnished by Engineer shall include the following conditions by endorsement to the policy:

- 1) City shall be named as an additional insured as to all applicable coverage(s) except Workers' Compensation and Professional Liability.
- 2) Each policy will require that thirty (30) days prior to the expiration, cancellation, nonrenewal or any material change in coverage, a notice thereof shall be given to City by certified mail to:

Director of Public Works  
City of Bedford  
1813 Reliance Parkway  
Bedford, Texas 76021

- 3) The term "Owner" or "City" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of City and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of City.
- 4) The policy phrase "other insurance" shall not apply to City where City is an additional insured on the policy.
- 5) All provisions of the contract concerning liability, duty and standards of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

Section 3. Engineer agrees to the following:

- 1) Except for professional liability, Engineer hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against City, it being the intention that the insurance policies shall protect all parties to the contract and be primary coverage for all losses covered by the policies.
- 2) Companies issuing the insurance policies and Engineer shall have no recourse against City for payment of any premiums or assessments for any

**Contract for Bedford Court East Paving Improvements**

deductible, as all such premiums are the sole responsibility and risk of Engineer.

- 3) Approval, disapproval, or failure to act by City regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate Engineer from liability.
- 4) No special payments shall be made for any insurance that Engineer and subcontractors, if any, are required to carry; all are included in the contract price and the contract unit prices.

**ARTICLE XIV**

**VENUE**

Venue of any suit or cause of action under this contract shall lie in Tarrant County, Texas.

IN WITNESS WHEREOF, the parties hereby have executed this agreement in duplicate originals on this date, the \_\_\_\_\_ day of \_\_\_\_\_, **2016** at Tarrant County, Texas.

**CITY OF BEDFORD, TEXAS:**

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**Roger Gibson  
City Manager**

**ENGINEER:**

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**Pat Elder, P.E, President  
Elder Engineering, Inc.  
P.O. Box 698  
Mansfield, Texas 76063-0698**

**Contract for Bedford Court East Paving Improvements**

THE STATE OF TEXAS §

Engineer Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_,  who is known to me or  who was proved to me on the oath of \_\_\_\_\_ (name of person identifying the acknowledging person) or  who was proved to me through \_\_\_\_\_ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Kenneth Overstreet, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Bedford, Texas, a Texas municipal corporation, and as Interim Director of Public Works thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public In and For The State of Texas

\_\_\_\_\_  
Notary's Printed Name

## ATTACHMENT 'A'

### PROJECT DESCRIPTION

The project consists of the preparation of construction plans and bid documents for the rebuild of Bedford Court East (from Brown Trail to Dora Street). The curb and gutter roadway is approximately 1150 linear feet long and will be repaved with concrete at its existing width of 30 feet.

The services to be performed by Engineer shall include the following:

### A. PROJECT MANAGEMENT

- 1) Meetings  
When requested by City, Engineer shall attend preliminary conferences with authorized representatives of City regarding the project and such other conferences as may be necessary in the opinion of City so that the plans and specifications which are to be developed hereunder by Engineer will result in providing facilities which are economical in design and conform to instruction from City.
  
- 2) Governmental Coordination & Permits  
Engineer shall coordinate with governmental agencies (TxDOT, TCEQ, FEMA, USACE, etc), railroads, pipeline companies, and other engineering and/or surveying firms, as may be necessary for coordination and permitting of the proposed improvements. It shall be Engineer's responsibility to advise City of any required permits and assist City in preparing and submitting the permits. Permitting fees shall be the responsibility of City.
  
- 3) Topographic Survey  
Engineer shall furnish a survey field party to collect all field information necessary to prepare complete and detailed plans, specifications, and contract documents consistent with prevailing engineering standards. This field information shall be based on NAD-83.  
  
Survey party shall make a complete topographic survey of all existing features above and below ground level that would or could affect proposed construction. These features shall include, but are not limited to, telephone poles, power poles, all other utilities or other structures located on, above or below the surface, fences, retaining walls, water meters, detector check valves, manholes, vaults, sprinkler heads, structures, culverts, pipes and all other facilities in close proximity to the construction. Also, all buildings, trees, steps, and other topographical features which would be of interest to the property owner in discussing the plans with City engineers must be shown accurately and drawn to scale. Engineer shall also show street numbers for all existing houses and structures.

Survey party shall determine horizontal and vertical location of all underground utilities (if readily accessible) or other underground structures. The Engineer shall not be responsible for the cost of exposing these utilities or repairing damage caused by such exposure unless due to omission or other negligence by Engineer.

Survey party shall make all surveys necessary to determine limits of any existing right of way.

4) Utility Coordination

The design survey data supplied to the Engineer will normally include horizontal location of all franchise/dry utilities based on standard field locate procedures. Engineer shall provide preliminary plans in electronic .pdf format to the franchise utilities as provided by the City. These plans shall include all proposed right-of-way, roadway and or utility alignments and utility information from the survey data. City will coordinate with all utilities as to any proposed utility lines or the need for adjustment to the existing utility lines within the project limits. City will return comments to Engineer with all information relevant to the completion of preliminary plans.

5) Rights-of-Way & Easements (if needed)

Engineer shall determine the right-of-way and easement needs necessary for the construction of the project and furnish same to City. Engineer's surveying consultant shall then provide the necessary land survey, Deed and Abstract Records search, right-of-way maps and descriptions of properties to be acquired after approval by City. Any additional work to provide easements for acquisition by City shall be performed by contract modification at the rate of \$1,000.00 per easement document.

**B. PRELIMINARY DESIGN (60% submittal)**

- 1) Engineer shall prepare preliminary construction plans consisting of:
  - Cover Sheet
  - General Notes & Quantities Sheet
  - Roadway Plan & Profile Sheets (1":20'H, 1":4'V scale)
  - Roadway Cross Section Sheets (1":20'H, 1":4'V scale)
  - Temporary Erosion Control Plan
  - Detail Sheets
- 2) Engineer shall prepare an estimate of construction quantities and develop a preliminary opinion of probable construction cost.
- 3) Engineer shall submit two (2) full sized 22" x 34" sets of preliminary plans
- 4) Meet with City of Bedford staff to discuss plans if necessary

**C. FINAL DESIGN (90% & 100% submittals)**

- 1) Engineer shall revise plans in accordance with City comments and resubmit as above along with construction contract bid documents and final opinion of probable construction cost.
- 2) Upon acceptance by City, Engineer shall seal plans and bid documents and submit to City:
  - Thirty (30) full sized plan sets
  - Thirty (30) bid documents
  - An electronic file of all plans and documents in .pdf format.

**D. CONSTRUCTION MANAGEMENT**

- 1) Engineer shall assist the City in the advertisement of the project for bid. The City shall arrange for, and bear the cost of, the 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.
- 2) Engineer shall assist in the opening and tabulation of the construction bids for the project and recommend to the City the proper action on all proposals received.
- 3) Engineer shall assist in the preparation of formal Contract Documents and in coordinating their execution by the respective parties.
- 4) Engineer shall 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.

The function of the engineer shall not be construed as supervision of the construction 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, nor 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 nor the safety precaution incident thereto, and Engineer will not be responsible nor liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents.

**Contract for Bedford Court East Paving Improvements**

- 5) Engineer shall consult and advise the City, issue such orders to the Contractor as in the judgment of the Engineer are necessary, and prepare routine change orders, if required.
- 6) Engineer shall 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.
- 7) Engineer shall 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 Contractor.
- 8) Upon completion of the construction, City shall provide Engineer with a set of plans showing all construction comments and variations from the plans. Engineer will prepare and submit to City one (1) full size set of "Record Drawings", including an electronic file in .pdf format, within 30 days after receiving the comments and plans from City.

**ATTACHMENT 'B'**  
**BEDFORD COURT EAST PAVING IMPROVEMENTS**

**PRELIMINARY CONSTRUCTION COST ESTIMATE**  
**(for design purposes only)**

<b>LIMITS</b>	<b>ITEM</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>CONSTRUCT COST</b>
BROWN TR to DORA ST	PAVING	3973	SY	\$85	\$337,700

**DESIGN COST ESTIMATE**

	<b>CONSTRUCT COST</b>	<b>SUB CONTRACT</b>	<b>MULTIPLIER</b>		<b>DESIGN COST</b>
ENGINEERING SERVICES	\$337,700		ASCE COMP CURVE 'A'	9.30%	<b>\$31,410.00</b>
CONSTRUCTION MANAGEMENT	\$337,700		1.00%		<b>\$3,380.00</b>
TOPOGRAPHIC SURVEY		\$5,500	10.00%		<b>\$6,050.00</b>

**PRINTING COST ESTIMATE**

<b>PRINT COSTS</b>	<b># OF SETS</b>	<b>SHEETS/SET</b>	<b>AREA (SF)</b>	<b>COST/SF</b>	<b>COST/SET</b>	<b>COST</b>
FULL SIZE	36	20	4320	\$0.20	\$1.55	\$919.80
REDUCTION	1	20	120	\$0.75		\$90.00
HALF SIZE	12	20	360	\$0.20	\$1.55	\$90.60
BID DOCS	30				\$40.00	\$1,200.00
					<b>SUBTOTAL</b>	<b>\$2,300</b>
					<b>TAX</b>	<b>\$189.78</b>
					<b>MULTIPLIER</b>	<b>110%</b>
					<b>TOTAL</b>	<b>\$2,740</b>

<b>TOTAL CONTRACT AMOUNT (NOT-TO-EXCEED )</b>	<b>\$43,580</b>
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# Council Agenda Background

**PRESENTER:**

Kenny Overstreet,  
Interim Public Works Director

**DATE:** 02/09/16

**Council Mission Area:**

Protect the vitality of neighborhoods.

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a Professional Services Agreement with Pacheco Koch, LLC in the amount of \$89,075 for design services relating to Bedford Road Paving Improvements from Somerset Terrace to Brown Trail.

**City Attorney Review:** Yes

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

**DISCUSSION:**

Paving improvements on Bedford Road from Somerset Terrace to Brown Trail are necessary as they are a direct reflection of the Bedford Road Water Main Improvements project previously designed by Pacheco Koch, LLC in 2015. In addition, Bedford Road continuously has problems with standing water on the roadway. Proposed design services will address the removal of standing water on Bedford Road, ADA Ramp improvements, curb and gutter reconstruction, concrete driveway and sidewalk repairs.

Staff recommends Pacheco Koch, LLC for this project. The scope of services include the preparation of contract documents, construction management, field study and the complete design of Bedford Road from Somerset Terrace to Brown Trail.

The project was approved by the Street Improvement Economic Development Corporation at the January 19, 2016 meeting. Funding in the amount of \$89,075 will come from the Street Improvement Economic Development Corporation (4B) Fund.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a Professional Services Agreement with Pacheco Koch, LLC in the amount of \$89,075 for design services relating to Bedford Road Paving Improvements from Somerset Terrace to Brown Trail.

**FISCAL IMPACT:**

Budget FY 15/16:	\$893,646
Actual Amount:	\$ 89,075
Variance:	\$804,571

**ATTACHMENTS:**

Resolution  
Professional Services Agreement

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PACHECO KOCH, LLC IN THE AMOUNT OF \$89,075 FOR DESIGN SERVICES RELATING TO BEDFORD ROAD PAVING IMPROVEMENTS FROM SOMERSET TERRACE TO BROWN TRAIL.

WHEREAS, the City Council on Bedford, Texas has determined the need for design service related to the paving improvements on Bedford Road from Somerset Terrace to Brown Trail; and,

WHEREAS, the City Council of Bedford, Texas recognizes the importance of providing Bedford Road paving 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 Professional Services Agreement with Pacheco Koch, LLC in the amount of \$89,075 for design services for Bedford Road Paving Improvements from Somerset Terrace to Brown Trail.

SECTION 3. That funding will come from the Street Improvement Economic Development Corporation (4B) Fund.

PRESENTED AND PASSED this 9th day of February, 2016 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

**CITY OF BEDFORD  
CONSULTANT SERVICES AGREEMENT**

This agreement (“Agreement”) is made by and between the **City of Bedford, Texas (“City”) and Pacheco Koch, LLC (the “Consultant”)** acting by and through their authorized representatives.

**Recitals:**

**WHEREAS**, the City desires to engage the services of Consultant as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Consultant desires to render Consultant services for the City in accordance with the terms and conditions set forth in this Agreement in connection with **Bedford Road Paving Improvements (the “Project”)**;

**NOW THEREFORE**, in exchange for the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

**Article I  
Term**

1.1 The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and continue until the services are completed unless sooner terminated as provide herein.

1.2 Either party may terminate this Agreement by giving thirty (30) days prior written notice to the other party. In the event of such termination the Consultant shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article II  
Scope of Services**

2.1 The Consultant agrees to provide the Professional Consultant services for the Project as set forth in Exhibit “A”. Deviations from the scope may be authorized in writing from time to time by the City.

2.2 The parties acknowledge and agree that any and all opinions and cost estimates provided by the Consultant represent a professional opinion consistent with the standards of the industry.

2.3 All materials and reports prepared by the Consultant in connection with this Agreement are “works for hire” and shall be the property of the City. The City shall have the right to publish, disclose, distribute and otherwise use such materials and reports in accordance with the Consultant Practice Act of the State of Texas. Consultant shall upon completion of the services, or earlier termination, provide the City with a complete set of 22” x 34” blackline completed drawings plus a compact disc or flash drive containing all construction plan sheets in scanned 22” x 34” black & white “PDF” images at 400 dpi.

### **Article III Schedule of Work**

The Consultant agrees to commence services upon written direction from the City and to complete the required services in accordance with a work schedule as set forth in Exhibit "B" (the "Work Schedule").

### **Article IV Compensation and Method of Payment**

4.1 The City shall compensate the Consultant for the services by payment of fees as set forth in Exhibit "C". Unless otherwise provided herein, payment to the Consultant shall be monthly based on the Consultant's monthly progress report that shows the total amount of fees earned to date and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. The monthly invoices shall be submitted on or before the 15<sup>th</sup> day of each calendar month. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein. The final payment of the fee shall be made after satisfactory completion of the services and City acceptance of the services and the submittal of record drawings as applicable.

4.2 Unless otherwise provided in Exhibit "C" the Consultant shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

### **Article V Devotion of Time; Personnel; and Equipment**

5.1 The Consultant shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should the City require additional services not included under this Agreement, the Consultant shall make reasonable effort to provide such additional services at mutually agreed charges or rates, and within the agreed time schedule and without decreasing the effectiveness of the performance of services required under this Agreement.

5.2 To the extent reasonably necessary for the Consultant to perform the services under this Agreement, the Consultant shall be authorized to engage the services of any subcontractors agents, assistants, persons, or corporations that the Consultant may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of the City. The cost of such personnel and assistance shall be borne exclusively by the Consultant.

5.3 The Consultant shall furnish the facilities, equipment, telephones, facsimile machines, email facilities, and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Consultant shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

5.5 The Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.

## **Article VI Miscellaneous**

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings written or oral agreements between the parties with respect to this subject matter.

6.2 Assignment. The Consultant may not assign this Agreement in whole or in part without the prior written consent of City. In the event of an assignment by the Consultant to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the parties that the Consultant in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Consultant pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Consultant shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this agreement.

6.8 Right-Of-Access. The City will furnish right-of-access on the land for the Consultant to perform the required surveys, or other necessary investigations. The Consultant will take reasonable precautions to minimize damage to the land in the performance of such surveys and investigations. The City will explain to landowners that some damage to vegetation may be unavoidable when obtaining access to the site, and in performance of the survey and investigation activities.

6.9 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

**If intended for City - Representative:**

Kenneth Overstreet  
City of Bedford  
1813 Reliance Parkway  
Bedford, Texas 76021  
Telephone: 817-952-2248  
Facsimile: 817-953-2240

**If intended for Consultant - Representative:**

Brian D. O'Neill, P.E., CFM  
Principal  
6100 Western Place, Suite 1001  
Fort Worth, Texas 76107  
Telephone: 817-412-7155  
Facsimile: 817-412-7156

6.10 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the parties hereto.

6.11 Exhibits. The Exhibits A, B and C, attached hereto are incorporated herein and made a part hereof for all purposes.

6.12 Indemnification. Consultant shall release, indemnify and hold harmless City and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the services provided by Consultant to the extent caused by the negligent act or omission or intentional wrongful act or omission of Consultant, its officers, agents, employees, subcontractors, licensees; invitees or any other third parties for whom Consultant is legally responsible.

6.13 Audits and Records. The Consultant agrees that during the term hereof the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of the Consultant's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by the City or date of termination if sooner.

6.14 Conflicts of Interests. The Consultant represents that no official or employee of the City has any direct or indirect pecuniary interest in this Agreement.

6.15 Insurance.

- (a) Consultant shall during the term hereof maintain in full force and effect the following insurance: (1) a policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Consultant's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 Dollars per occurrence for injury to persons (including death), and for property damage; (2) policy of automobile liability insurance covering any vehicles owned and/or operated by Consultant, its officers, agents, and employees, and used in the performance of this Agreement; and (3) statutory Worker's Compensation Insurance covering all of Consultant's employees involved in the provision of services under this Agreement.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and be rated at least "A" by AM Best or other equivalent rating service.
- (d) A certificate of insurance evidencing the required insurance shall be submitted to the City prior to commencement of services.

**Executed in two (2) counterparts**, each of which is deemed to be an original and as of the day and date first written in this Contract.

**EXECUTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**CITY OF BEDFORD**

**CONSULTANT:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Brian D. O'Neill, PE, CFM

Title: \_\_\_\_\_

Title: Principal

**EXHIBIT 'A' – SCOPE OF SERVICES**

**BEDFORD ROAD PAVING IMPROVEMENTS**

**PROJECT DESCRIPTION:**

The project consists of alignment determination and preparation of construction plans and bid documents for the pavement reconstruction of Bedford Road between Brown Trail and Somerset Terrace. The proposed construction will include the intersection of Brown Trail and Bedford Road and will end on the western curb return of Bedford Road and Somerset Trail. The design includes paving, drainage, and extensions of water and sewer line where new pavement is place and the line is in need of replacement. The project generally consists of paving and drainage design along the project limits.

**BASIC SERVICES:**

- A. Project Management, Coordination & Permitting
1. Manage the Team:
    - Lead, manage and direct design team activities
    - Ensure quality control is practiced in performance of the work
    - Communicate internally among team members
    - Task and allocate team resources
  2. Communications and Reporting:
    - Attend a pre-design project kickoff meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements
    - Conduct review meetings with the CITY at the end of each design phase
    - Prepare invoices and submit monthly in the format requested by the CITY.
    - Prepare and submit monthly progress reports
    - Prepare and submit baseline Project Schedule initially and Project Schedule updates
    - Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design
    - With respect to coordination with permitting authorities, CONSULTANT shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. CONSULTANT shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements as part of the design scope.

**EXHIBIT A** to Agreement between the  
City of Bedford Texas (CITY) and  
Pacheco Koch LLC, (CONSULTANT)  
for Consulting Services

3. Constructability Review:

- Prior to the 90 percent review meeting with the CITY, the CONSULTANT shall schedule and attend a project site visit with the CITY Project Manager and Construction personnel to walk the project. The CONSULTANT shall summarize the CITY's comments from the field visit and submit this information to the CITY in writing.

4. Utility Clearance:

- The CONSULTANT will consult with the CITY public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. CONSULTANT will design CITY facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.

**EXHIBIT A** to Agreement between the  
City of Bedford Texas (CITY) and  
Pacheco Koch LLC, (CONSULTANT)  
for Consulting Services

- B. Preliminary Design (0-60% Submittal) –  
The Conceptual Design shall be submitted to CITY per the approved Project Schedule. The purpose of the conceptual design is for the CONSULTANT to
- Study the project,
  - Identify and develop alternatives that enhance the system,
  - Present (through the defined deliverables) these alternatives to the CITY,
  - Recommend the alternatives that successfully addresses the design problem, and
  - Obtain the CITY's endorsement of this concept.

CONSULTANT will develop the conceptual design of the infrastructure as follows.

1. Data Collection

- In addition to data obtained from the CITY, CONSULTANT will research proposed improvements in conjunction with any other planned future improvements known by the CITY that may influence the project.
- The CONSULTANT will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT), City Master Plans, and property ownership as available from the Tax Assessor's office.
- The data collection efforts will also include conducting special coordination meetings with affected property owners and businesses as necessary to develop roadway alignment plans.

2. Prepare 60% construction plans. Prepare the following sheets at the engineering scale indicated:

- Cover Sheet
- Quantity sheet and General Notes
- Project Layout & Control Sheet
- Detail sheets
- Pavement plan and profile sheets for improvements.
  - Scale 1" = 20' Horizontal; 1" = 2' Vertical
- Cross Section sheets
  - Scale 1" = 20' Horizontal; 1" = 4' Vertical
- Drainage Area Map
  - Scale 1" = 100'
- Drainage Plan and Profile
  - Scale 1" = 20' Horizontal; 1" = 2' Vertical
- Water Plan and Profile
  - Scale 1" = 40' Horizontal; 1" = 4' Vertical
- Sanitary Sewer Plan and Profile
  - Scale 1" = 40' Horizontal; 1" = 4' Vertical
- Traffic control plan

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Bedford project manager.

**EXHIBIT A** to Agreement between the  
City of Bedford Texas (CITY) and  
Pacheco Koch LLC, (CONSULTANT)  
for Consulting Services

3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.
  4. Submit two (2) 22"x34" and two (2) 11"x17" sets of preliminary 60% plans, one (1) set of construction contract documents, special conditions and preliminary opinion of probable construction costs to the CITY for review.
  5. Meet with City of Bedford staff to discuss CITY comments on 60% plans, contract documents, and opinion of construction cost.
  6. Revise 60% plans incorporating comments from the City of Bedford.
  7. Begin final design construction plans for proposed improvements.
- C. Final Design (90% & 100% Submittal) –
1. Prepare 90% construction plans. Prepare the following sheets at the engineering scale indicated:
    - Cover Sheet
    - Quantity sheet and General Notes
    - Project Layout & Control Sheet
    - Detail sheets
    - Pavement plan and profile sheets for improvements.
      - Scale 1" = 20' Horizontal; 1" = 2' Vertical
    - Cross Section sheets
      - Scale 1" = 20' Horizontal; 1" = 4' Vertical
    - Drainage Area Map
      - Scale 1" = 100'
    - Drainage Plan and Profile
      - Scale 1" = 20' Horizontal; 1" = 2' Vertical
    - Water Plan and Profile
      - Scale 1" = 40' Horizontal; 1" = 4' Vertical
    - Sanitary Sewer Plan and Profile
      - Scale 1" = 40' Horizontal; 1" = 4' Vertical
    - Traffic control plan
    - Erosion control plans

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Bedford project manager.
  2. Prepare an estimate of construction quantities and develop the final opinion of probable construction costs.
  3. Submit two (2) 22"x34" and two (2) 11"x17" sets of preliminary 90% plans, one (1) set of construction contract documents, special conditions and preliminary opinion of probable construction costs to the CITY for review.
  4. Meet with City of Bedford staff to discuss CITY comments on 90% plans, contract documents, and opinion of construction cost.

**EXHIBIT A** to Agreement between the  
City of Bedford Texas (CITY) and  
Pacheco Koch LLC, (CONSULTANT)  
for Consulting Services

5. Revise 90% plans incorporating comments from the City of Bedford.
6. Finalize construction plans for proposed improvements.
7. Assemble and finalize construction contract documents including City of Bedford standard specifications, special technical specifications and special conditions (if any).
8. Estimate of final construction quantities and final opinions of construction cost.
9. Submit two (2) sets of final plans (100% plans), City of Bedford contract documents. One (1) set of half size (11"x17") plans will be submitted with the 100% plan submittal.
10. Once approved by the City of Bedford prepare:
  - Twenty (20) bound copies of the bid documents (Plans & Specifications) for bidding
  - Three (3) half-sized sets of the final plans.
  - An additional ten (10) sets of Plans and Specifications will be prepared as needed.

**EXHIBIT A** to Agreement between the  
City of Bedford Texas (CITY) and  
Pacheco Koch LLC, (CONSULTANT)  
for Consulting Services

- D. Bid Phase Services –  
CONSULTANT will support the bid phase of the project as follows.
1. Plan Distribution:
    - The CONSULTANT shall sell contract documents and maintain a plan holders list of documents sold.
  2. Bidder Assistance:
    - The CONSULTANT will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of all significant bidders questions and requests and the response thereto. The CONSULTANT will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
    - Conduct the bid opening in support of the CITY.
  3. Bid Analysis:
    - Tabulate and review all bids received for the construction project, assist the CITY in evaluating bids, and recommend award of the contract.
    - Assist the CITY in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
    - Incorporate all addenda into the contract documents and issue conformed sets.
  4. Recommendation & Notice of Award:
    - The CONSULTANT shall review the qualifications of the successful bidder and prepare a Recommendation of Award for the CITY.
    - Once approved by the CITY, the CONSULTANT shall prepare a Notice of Award for the successful Contractor.
  5. Document Assembly:
    - The CONSULTANT shall prepare six (6) duplicate sets of conformed contract documents for execution by the CITY and Contractor.

**EXHIBIT A** to Agreement between the  
City of Bedford Texas (CITY) and  
Pacheco Koch LLC, (CONSULTANT)  
for Consulting Services

- E. Construction Administration –
1. The CONSULTANT shall prepare a Notice to Proceed for the Contractor.
  2. The CONSULTANT shall conduct the preconstruction conference.
  3. The CONSULTANT shall review all shop drawings and test reports for compliance with the Contract Documents.
  4. After the pre-construction conference, the CONSULTANT shall provide project exhibits and attend public meeting, if any, to help explain the proposed project to residents. The CITY shall select a suitable location and mail the invitation letters to the affected customers.
  5. The CONSULTANT shall visit the project site at requested intervals as construction proceeds to observe and report on progress.
  6. The CONSULTANT shall review and provide payment recommendations on Contractor's monthly pay applications.
- G. Project Completion –
1. The CONSULTANT shall attend a final inspection and prepare a final "punch list" for the contractor.
  2. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the City on a CD-ROM disk or flash drive containing scanned 22"x34" black and white PDF images.

**SPECIAL SERVICES:**

- A. Field Survey
1. Establish Survey Control
- Establish survey control along each street or intersecting streets as necessary. These control points will be established based on and tied to established City horizontal and vertical control points. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates) from CITY monumentation. Control points will be established using 5/8" iron rods, 18" long. These control points will be established using GPS and conventional surveying methods.

**EXHIBIT A** to Agreement between the  
City of Bedford Texas (CITY) and  
Pacheco Koch LLC, (CONSULTANT)  
for Consulting Services

2. Benchmark Loop

A benchmark circuit will be established, based on the vertical control points provided. These benchmarks will be located outside of the construction limits and put in such a place so that they may be easily found for future use. Benchmarks will be located at about 1,000' intervals and will be referenced. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets, Driveways and Right-of-Way

Existing streets, driveways and right-of-way will be profiled and cross-sectioned at 50' intervals and to a point at least 20' outside of the Right-of-Way line. Low points, high points and other unique features will be noted. Pavement surfacing will be determined by visual inspection only. Intersecting streets will be profiled and cross-sectioned to a point at least 50' beyond the roadway being replaced.

4. 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 proposed Right-of-Way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. 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. The excavation and other costs required to expose or probe the underground utilities will be the responsibility of others.

**EXHIBIT A** to Agreement between the  
City of Bedford Texas (CITY) and  
Pacheco Koch LLC, (CONSULTANT)  
for Consulting Services

6. Right-of-Way

Right-of-Way lines along the PROJECT will be located. This information will be included on the PROJECT's plan sheets.

7. Existing Storm Sewers and Culverts

The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed. Drainage areas contributing to the PROJECT or conveying water from the PROJECT will be determined through field investigations and available topographic mapping.

8. Temporary Signs, Traffic Control, Flags, Safety Equipment, Etc.

The Surveyor will exercise care in completing this surveying assignment by using traffic control devices, flags and safety equipment when necessary.

Services not included in Basic Services for this contract:

- *Construction inspection services*
- *Easement Preparation*
- *Subsurface Utility Engineering (SUE)*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copies of preliminary and final plans and proposed schedule for bid letting and construction to affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction.*

END OF EXHIBIT 'A'

**EXHIBIT B** to Agreement between the  
City of Bedford, Texas (CITY) and  
Pacheco Koch, LLC (CONSULTANT)  
for Consulting Services

**EXHIBIT 'B' – SCHEDULE**

**BEDFORD ROAD PAVING IMPROVEMENTS**

<b>Activity</b>	<b>Estimated Duration (weeks)</b>	<b>Estimated Completion N.T.P.</b>
Notice-To-Proceed		-
Field Survey	3	3 Weeks
Preliminary Design Submittal (60%)	4	7 Weeks
Preliminary City Review Complete	2	9 Weeks
Final Design Submittal (90%)	3	12 Weeks
Final City Review Complete	1	13 Weeks
Final Plans Complete (100%)	1	14 Weeks
Receive Bids	4	18 Weeks
Contract Award	2	20 Weeks
Begin Construction	1	21 Weeks
Compete Construction	12	33 Weeks
Record Drawings	2	35 Weeks

The CONSULTANT is not responsible for delays beyond it's' control.

END OF EXHIBIT 'B'

**EXHIBIT C** to Agreement between the  
City of Bedford, Texas (CITY) and  
Pacheco Koch, LLC (CONSULTANT)  
for Consulting Services

**EXHIBIT 'C' – COMPENSATION AND METHOD OF PAYMENT**

**BEDFORD ROAD PAVING IMPROVEMENTS**

**COMPENSATION:**

For all professional engineering services included in EXHIBIT 'A', Scope of Services, the CONSULTANT shall be compensated a lump sum fee of \$89,075.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT A, including all labor materials, supplies, and equipment necessary to deliver the services.

**Basic & Special Services**

A.	Project Management, Coordination & Permitting	\$ 6,100
B.	Preliminary Design (60% Submittal)	38,300
C.	Final Design (90% & 100% Submittals)	18,600
D.	Bid Phase Services	5,050
E.	Construction Administration	4,355
F.	Project Completion	2,665
G.	Reimbursable Expense (Not to Exceed)	1,905
I.	Geotechnical Investigation	5,400
J.	Field Survey	<u>6,700</u>
<b>GRAND TOTAL NOT TO EXCEED</b>		<b>\$ 89,075.00</b>

**METHOD OF PAYMENT:**

The CONSULTANT shall be paid monthly payments as described in Article IV of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the CONSULTANT.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to the CONSULTANT plus ten percent (10%). Direct reimbursable expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times the CONSULTANT'S cost.

END OF EXHIBIT 'C'



# Council Agenda Background

**PRESENTER:** Kenny Overstreet,  
Interim Public Works Director

**DATE:** 02/09/16

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

**ITEM:**

Consider a resolution authorizing the City Manager to enter into an Interlocal Agreement with Tarrant County for street improvements on Bedford Road from SH 121 to FM 157 (Industrial Boulevard) and SH 121 to 460 feet west of Martin Drive.

**City Attorney Review:** Yes

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

**DISCUSSION:**

The Public Works Department has worked with the staff of Gary Fickes, Tarrant County Commissioner, Precinct Three, to develop an Interlocal Agreement for street improvements on Bedford Road from SH 121 to FM 157 (Industrial Boulevard) and SH 121 to 460 feet west of Martin Drive. The City of Bedford will be responsible for the cost of the services described below:

- Hot Mix Asphalt Concrete (HMAC) overlay on Bedford Road from SH 121 to FM 157 (Industrial Boulevard) for a total of 29,241 square yards, with an estimated cost of \$209,900 for materials.
- HMAC overlay on Bedford Road from SH 121 to 460 feet west of Martin Drive for a total of 8,835 square yards, with an estimated cost of \$63,413 for materials.

In the agreement, the County will provide the labor and equipment necessary for the work on the proposed projects. The City agrees to provide actual material costs, half (1/2) of the fuel cost, removal of the existing surface (e.g. roadway milling), traffic control and signage. The estimated material cost for the overlay is \$273,313. If the City had to bid this project, the cost for the overlay could be expected to exceed \$470,000. Having Tarrant County provide the labor and equipment for placing the HMAC will result in an estimated savings of \$196,687. The roadway milling will be brought to the City Council at a future meeting, which staff expects to be less than the project budget.

The project was approved by the Street Improvement Economic Development Corporation (4B) at the July 21, 2015 meeting. Funding will come from the Street Improvement Economic Development Corporation (4B) Fund.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into an Interlocal Agreement with Tarrant County for street improvements on Bedford Road from SH 121 to FM 157 (Industrial Boulevard) and SH 121 to 460 feet west of Martin Drive.

**FISCAL IMPACT:**

**Budget FY 15/16 Project Budget:**      \$336,000  
**Actual Amount:**                                \$273,313  
**Variance:**                                         \$ 62,687

**ATTACHMENTS:**

**Resolution**  
**Interlocal Agreement**

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH TARRANT COUNTY FOR STREET IMPROVEMENTS ON BEDFORD ROAD FROM SH 121 TO FM 157 (INDUSTRIAL BOULEVARD) AND SH 121 TO 460 FEET WEST OF MARTIN DRIVE.

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

WHEREAS, the City Council of Bedford, Texas has determined that an Interlocal Agreement between the City of Bedford and Tarrant County for street improvements on Bedford Road from SH 121 to FM 157 (Industrial Boulevard) and SH 121 to 460 feet west of Martin Drive is necessary to provide a safe and friendly community environment; 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 an Interlocal Agreement between the City of Bedford and Tarrant County for street improvements on Bedford Road from SH 121 to FM 157 (Industrial Boulevard) and SH 121 to 460 feet west of Martin Drive.

SECTION 3. That funding will come from the Street Improvement Economic Development Corporation (4B) Fund.

PRESENTED AND PASSED this 9th day of February, 2016 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

**THE STATE OF TEXAS**

**INTERLOCAL AGREEMENT**

**COUNTY OF TARRANT**

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

WHEREAS, the CITY is requesting the COUNTY’s assistance to:

- Resurface Bedford Road (1) located within the City of Bedford from SH 121 to FM 157 (Industrial Boulevard) (Approximately 4,533 linear feet).
- Resurface Bedford Road (2) located within the City of Bedford from SH 121 to 460 feet West of Martin Drive (Approximately 1,395 linear feet).

Collectively, hereinafter referred to as the “**Project**”.

WHEREAS, the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS, the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

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

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

## **TERMS AND CONDITIONS**

### **1. COUNTY RESPONSIBILITY**

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

- Bedford Road (1): Following removal of the existing hot mix asphaltic surface by the CITY, the COUNTY will place two inches of asphalt surface and clean the project jobsite.
- Bedford Road (2): Following removal of the existing hot mix asphaltic surface by the CITY, the COUNTY will place two inches of asphalt surface and clean the project jobsite.

### **2. CITY RESPONSIBILITY**

- 2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.
- 2.2 The CITY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.
- 2.3 The CITY will be responsible for all traffic control required to construct this Project. This responsibility includes all advance notices, signage, barricades and flagmen necessary to control traffic in and around the construction site.
- 2.4 The CITY will remove the existing surface prior to the COUNTY starting work.
- 2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.
- 2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.
- 2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.
- 2.8 The CITY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.

- 2.9 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The CITY further agrees to pay for all cost (including sub-contractor materials, labor and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

### **3. PROCEDURES DURING PROJECT**

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

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

### **4. NO WAIVER OF IMMUNITY**

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

### **5. OPTIONAL**

If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

### **6. TIME PERIOD FOR COMPLETION**

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

**7. THIRD PARTY**

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

**8. JOINT VENTURE & AGENCY**

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

**9. EFFECTIVE DATE**

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

**10. TERMINATION OF**

This Agreement will automatically terminate upon completion of the Project or September 30, 2016, whichever date occurs first. This Agreement may be renewed prior to its expiration upon the mutual consent of the parties in writing.

**TARRANT COUNTY, TEXAS**

**CITY OF BEDFORD**

\_\_\_\_\_  
B. Glen Whitley  
County Judge

\_\_\_\_\_  
Roger Gibson  
City Manager

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

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

\_\_\_\_\_  
Gary Fickes  
Commissioner, Precinct 3

\_\_\_\_\_  
Kenneth Overstreet  
Interim Director of Public Works

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

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

The COUNTY and CITY acknowledge that they are each a "governmental entity" and not a "business entity" as those terms are defined in Tex. Gov't Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov't Code Section 2252.908 is required.

Attest:

Attest:

\_\_\_\_\_

\_\_\_\_\_

APPROVED AS TO FORM\*

APPROVED AS TO FORM AND LEGALITY

\_\_\_\_\_  
Criminal District Attorney's Office\*

\_\_\_\_\_  
City Attorney

\* 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.



# Council Agenda Background

<b><u>PRESENTER:</u></b> Chuck Carlisle, Risk/Contractual Services Manager		<b><u>DATE:</u></b> 02/09/16
<b>Council Mission Area:</b> Demonstrate excellent customer service in an efficient manner.		
<b><u>ITEM:</u></b>  Consider a resolution authorizing the City Manager to enter into a contract with Clay Enterprises Floors & Service to refinish the gym floor at the Boys Ranch Activity Center in the amount of \$14,995.  <b>City Attorney Review:</b> N/A  <b>City Manager Review:</b> _____		
<b><u>DISCUSSION:</u></b>  The gym floor at the Boys Ranch Activity Center is in need of refinishing. The project will include sanding down the floor to the bare wood and restriping the entire gym floor.  Staff met with and requested quotes from four companies for this project and received two quotes. Clay Enterprises Floors & Service had the lowest quote and is a minority-owned business.  Funding for this project will come from the 2011 Certificates of Obligation.		
<b><u>RECOMMENDATION:</u></b>  Staff recommends the following motion:  Approval of a resolution authorizing the City Manager to enter into a contract with Clay Enterprises Floors & Service to refinish the gym floor at the Boys Ranch Activity Center in the amount of \$14,995.		
<b><u>FISCAL IMPACT:</u></b>  2011 Certificates of Obligation: \$606,157.75 Total Project Cost: \$ 14,995.00 Balance: \$591,162.75		<b><u>ATTACHMENTS:</u></b>  Resolution Quote

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANGER TO ENTER INTO A CONTRACT WITH CLAY ENTERPRISES FLOORS & SERVICE TO REFINISH THE GYM FLOORS AT THE BOYS RANCH ACTIVITY CENTER IN THE AMOUNT OF \$14,995.

WHEREAS, the City Council of Bedford, Texas determines the necessity to refinish the gym floors at the Boys Ranch Activity Center; and,

WHEREAS, refinishing the gym floors will provide for a more aesthetically pleasing look.

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 contract with Clay Enterprises Floors & Service to refinish the gym floors at the Boys Ranch Activity Center in the amount of \$14,995.

SECTION 3. That funding will come from the 2011 Certificates of Obligation balance.

PRESENTED AND PASSED this 9th day of February 2016, 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:

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Stan Lowry, City Attorney

CLAY ENTERPRISES FLOORS & SERVICES  
 8301 Lakeview Parkway  
 Suite 111-106  
 Rowlett, TX 75089

**Estimate**

Phone: 972-463-6604      clayfloors@yahoo.com  
 Fax: 972-475-5046      www.clayfloors.com

Date	Estimate #
12/31/2015	1481

Name / Address
City of Bedford Charles Carlisle 1949 Bedford Rd. Bedford, Texas. 76021 817-941-0991

Project

Description	Qty	Rate	Total
To: Sand and, Refinish 10,976 sqft. of Maple Floors in Gym. 50% up Front \$7,497.50      50% upon Completion \$7,497.50 This price also Includes ReStriping Gym Floor and, Applying 3 Coats of Polyutherane. Discounted Price. In order to get this Discounted Price, Work must take place no later than the month of February. Thank You!		14,995.00	14,995.00
		0.00	0.00
		0.00	0.00
		0.00	0.00
		0.00	0.00

Customer Signature:

**Total    \$14,995.00**

Thank you for your business.



# Council Agenda Background

<b><u>PRESENTER:</u></b> Chuck Carlisle, Risk/Contractual Services Manager		<b><u>DATE:</u></b> 02/09/16
<b>Council Mission Area:</b> Demonstrate excellent customer service in an efficient manner.		
<b><u>ITEM:</u></b> Consider a resolution authorizing the City Manager to enter into a contract with Merit Floors to replace existing flooring and vinyl cove base at City Hall, Building A in the amount of \$23,630.88.  <b>City Attorney Review:</b> N/A  <b>City Manager Review:</b> _____		
<b><u>DISCUSSION:</u></b> The flooring at City Hall is in very poor condition; over time, it has become worn and dated. Replacing the flooring will not only give the facility a more aesthetically pleasing look, it will also make the building safer for employees and visitors by reducing slip-and-fall accidents.  The scope of the project includes replacing carpet on the first floor of Building A, specifically in the offices of the City Manager’s suite and the conference room, the Council Chambers, the reception area, and the hallway leading to the rear of the building. The flooring in these areas is approximately 25 years old.  Staff received three quotes for this project. Merit Floors had the lowest quote.  Funding for this project will come from the 2011 Certificates of Obligation.		
<b><u>RECOMMENDATION:</u></b> Staff recommends the following motion:  Approval of a resolution authorizing the City Manager to enter into a contract with Merit Floors to replace existing flooring and vinyl cove base at City Hall, Building A in the amount of \$23,630.88.		
<b><u>FISCAL IMPACT:</u></b>		<b><u>ATTACHMENTS:</u></b>
2011 Certificates of Obligations:	\$606,157.75	Resolution
Total Project Cost:	\$ 23,630.88	Contract
Balance:	\$582,526.87	

**RESOLUTION NO. 16-**

**A RESOLUTION AUTHORIZING THE CITY MANGER TO ENTER INTO A CONTRACT WITH MERIT FLOORS TO REPLACE FLOORING AND VINYL COVE BASE AT CITY HALL, BUILDING A IN THE AMOUNT OF \$23,630.88.**

**WHEREAS, the City Council of Bedford, Texas determines the necessity to replace the flooring at City Hall, Building A; and,**

**WHEREAS, replacing the flooring will provide for a more aesthetically pleasing look and will make the building safer for employees and visitors by reducing slip-and-fall accidents.**

**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 contract with Merit Floors to replace flooring and vinyl cove base at City Hall, Building A in the amount of \$23,630.88.**

**SECTION 3. That funding will come from the 2011 Certificates of Obligation.**

**PRESENTED AND PASSED this 9th day of February 2016, 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**

# Merit Floors

1001 W. Northwest Hwy., Suite A  
 Grapevine, TX. 76051  
 Office: 817-550-7994

[cindy@meritfloorstx.com](mailto:cindy@meritfloorstx.com)

PROPOSAL: Council Offices

DATE: 1/13/2016



Sold To: <u>City of Bedford</u>	Ship To: <u>Same</u>
<u>2000 Bedford Rd</u>	<u></u>
<u>Building A</u>	<u></u>
<u>Bedford, TX</u>	<u></u>
<u>Chuck Carlise 817-941-0991</u>	<u></u>



232 yds	Power Surge carpet tile @ \$31.11	\$ 7,217.52
	Labor @ \$4.50	\$ 1,044.00
600 lf	Base @ \$1.50	\$ 900.00
	<b>Floor leveling to be determined upon installation and added @ \$45 per bag</b>	
<i>All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of</i>		
<b>Total</b>		<b>\$ 9,161.52</b>

Any alteration or deviation from above specification involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work.

**Invoices are due upon receipt and accrue interest at the maximum legal rate thirty days after due date.**

**Payment will be made as follows unless otherwise agreed upon prior to work being performed: 1/2 down and the balance due upon completion. All Material & Labor warranties go into effect upon completion of payment and are warrantied for one year after the completion date.**

NOTE - This proposal may be withdrawn by us if not accepted within 30 days.

*Per: Cynthia Larned*



### ACCEPTANCE OF PROPOSAL

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment will be made as outlined above.**

Accepted Signature: \_\_\_\_\_

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

# Merit Floors

1001 W. Northwest Hwy., Suite A  
 Grapevine, TX. 76051  
 Office: 817-550-7994

[cindy@meritfloorstx.com](mailto:cindy@meritfloorstx.com)

PROPOSAL: Chambers & Halls

DATE: 1/13/2016



Sold To: <u>City of Bedford</u>	Ship To: <u>Same</u>
<u>2000 Bedford Rd</u>	<u></u>
<u>Building A</u>	<u></u>
<u>Bedford, TX</u>	<u></u>
<u>Chuck Carlise 817-941-0991</u>	<u></u>



376 yds	Power Surge carpet tile @ \$31.11	\$ 11,697.36
	Labor @ \$4.50	\$ 1,692.00
720 lf	Base TBD	\$ 1,080.00
	<b>Floor leveling to be determined upon installation and added @ \$45 per bag</b>	
<i>All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in the substantial workmanlike manner for the sum of</i>		
<b>Total</b>		<b>\$ 14,469.36</b>

Any alteration or deviation from above specification involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work.

**Invoices are due upon receipt and accrue interest at the maximum legal rate thirty days after due date. Payment will be made as follows unless otherwise agreed upon prior to work being performed: 1/2 down and the balance due upon completion. All Material & Labor warranties go into effect upon completion of payment and are warrantied for one year after the completion date.**

NOTE - This proposal may be withdrawn by us if not accepted within 30 days.

*Per: Cynthia Larned*



### ACCEPTANCE OF PROPOSAL

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. **Payment will be made as outlined above.**

Accepted Signature: \_\_\_\_\_

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



# Council Agenda Background

**PRESENTER:** Chuck Carlisle, Risk/Contractual Services Manager

**DATE:** 02/09/16

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

**ITEM:**

Consider a resolution authorizing the City Manager to enter into a contract with WW Electronics Solutions LLC to replace the current door access system at the Law Enforcement Center in the amount of \$15,325.35.

**City Attorney Review:** N/A

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

**DISCUSSION:**

This item is to request funding to replace the door access system at the Law Enforcement Center. The current system is 17 years old and is beginning to malfunction.

The legacy portion of the City’s door access system is housed on an old server running XP Pro, which is no longer supported by Microsoft and is not Criminal Justice Information Services (CJIS) compliant. The new system will be migrated to an existing Microsoft server that is fully supported and already controls other parts of the City’s door access system. Consolidation of these two systems will ensure compliance from an IT standpoint and will be more efficient.

Funding for this project will come from the Public Safety Improvements 2002 General Obligation Bonds.

**RECOMMENDATION:**

Staff recommends the following motion:

Approval of a resolution authorizing the City Manager to enter into a contract with WW Electronics Solutions LLC to replace the current door access system at the Law Enforcement Center in the amount of \$15,325.35.

**FISCAL IMPACT:**

Public Safety Improvements 2002 General	
Obligation Bonds Balance:	\$31,093.66
Total Project Cost:	\$15,325.35
Balance:	\$15,768.31

**ATTACHMENTS:**

Resolution  
Contract

RESOLUTION NO. 16-

A RESOLUTION AUTHORIZING THE CITY MANGER TO ENTER INTO A CONTRACT WITH WW ELECTRONICS SOLUTIONS LLC TO REPLACE THE CURRENT DOOR ACCESS SYSTEM AT THE LAW ENFORCEMENT CENTER IN THE AMOUNT OF \$15,325.35.

WHEREAS, the City Council of Bedford, Texas determines the necessity to replace the current door access system at the Law Enforcement Center; and,

WHEREAS, the replacement is necessary to ensure IT compliance and efficiency.

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 contract with WW Electronics Solutions LLC to replace the current door access system at the Law Enforcement Center in the amount of \$15,325.35.

SECTION 3. That funding will come from the Public Safety Improvements 2002 General Obligation Bonds.

PRESENTED AND PASSED this 9th day of February 2016, 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:

---

Stan Lowry, City Attorney

# WW Electronics Solutions LLC

Fire & Life Safety Specialists

WW Electronics Solutions LLC

## Main PD Access Control

To: Chuck Carlisle  
Company: City of Bedford  
Fax: 817-952-2399  
Phone: 817-952-2149  
Email: Chuck.Carlisle@bedfordtx.gov

From: Richard Wilkinson  
Department  
Fax: 866-390-5067  
Telephone: 972-955-3954

Project: **Access Control Repairs**

Proposal: **WW Electronics shall provide the scope listed below.**

Base Price: **1. \$13,525.35 - Materials.**

**2. \$1,800.00 - Labor**

**NOTE – Price does not include shipping and applicable taxes.**

Remarks: 1. Invoice Billing (Terms)  
2. Exclusions and differences: See attached Scope of Work

*The Terms and Conditions of Sale shown on the attached are a part hereof*

Purchaser \_\_\_\_\_

Seller WW Electronics Solutions LLC

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date 3/19/2015

Acceptance of proposal by authorized representative

Signature: \_\_\_\_\_

This proposal may be withdrawn by WW Electronics if not accepted within 30 days from the date shown above.

3902 Cove Road  
Rowlett, TX 75088  
Phone: 972-955-3954  
Email: [Support@wwelectronics.org](mailto:Support@wwelectronics.org)  
[www.wwelectronics.org](http://www.wwelectronics.org)

# *WW Electronics Solutions LLC*

*Fire & Life Safety Specialists*

*WW Electronics Solutions LLC*

## **WW Electronics' SCOPE WILL INCLUDE THE FOLLOWING:**

- Replace access controllers with Continental controllers that will store all programming on controllers
- Labor to install controllers
- Programming and set up of new workstation for PD
- Integration of workstation to main Server at Maintenance office
- Anything else needed to make system operational as intended

## **WW Electronics' SCOPE WILL EXCLUDE THE FOLLOWING:**

- Bonding or Special Insurance
- Damage by Other Contractors
- Additional Testing Due to Others
- Applicable Taxes
- After Hours Work Unless Stated
- Any existing issues with any system that integrates into proposed work
- Sheetrock or tile repairs

3902 Cove Road  
Rowlett, TX 75088  
Phone: 972-955-3954  
Email: [Support@wwelectronics.org](mailto:Support@wwelectronics.org)  
[www.wwelectronics.org](http://www.wwelectronics.org)

# WW Electronics Solutions LLC

Fire & Life Safety Specialists

WW Electronics Solutions LLC

## TERMS AND CONDITIONS OF SALE

1. **REMITTANCES** All invoices shall be due and payable upon receipt in United States currency, free of exchange, or any other charges, or as otherwise agreed upon and set forth in writing by WW Electronics. (hereinafter called "Seller"). The Customer, if so requested agrees to furnish Seller with all information including financial statements, necessary to make a proper credit appraisal. Refusal to supply information may cause this proposal to be withdrawn. Terms of payment originally granted are subject to the approval of continued credit status. Prices are subject to correction for error.
2. **PROPOSALS** Proposals are based upon straight-time labor. Any request by the Customer for overtime work shall be considered an extra. This proposal expires 30 days after its date, subject to the provisions of the first sentence of the paragraph below entitled "Acceptance of Terms."
3. **PROGRESS PAYMENTS** Seller reserves the right to invoice Customer monthly as the work progresses, for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Engineering, drafting and other mobilization costs incurred prior to installation shall be included in Seller's initial invoice and be equal to fifteen percent (15%) of the contract price. Invoices are due upon receipt by Customer. If the Customer becomes overdue in any progress payment, Seller shall be entitled to suspend work, shall be entitled to interest at the annual rate of 18% or the maximum permitted and also to avail itself of any other legal remedies. Seller shall also be entitled to interest on all amounts retained by Customer from progress payments or otherwise. Customer agrees that he will pay and/or reimburse Seller for any and all reasonable attorneys fees which are incurred by Seller in the collection of amounts due and payable hereunder.
4. **CANCELLATION AND SUSPENSION** Any contract resulting from this proposal is subject to cancellation or instructions to suspend work by the customer only upon agreement to pay Seller adjustment charge.
5. **TAXES** The amount of any sales, use, occupancy, excise, or other tax, federal, state, or local which Seller hereafter shall be obligated legally to pay, either on its own behalf of the Customer or otherwise, with respect to the material covered by this proposal, shall be added to such prices and paid by the Customer.
6. **LOSS, DAMAGE OR DELAY** Seller shall not be liable for any loss, damage, or delay occasioned by any causes beyond Seller's control, including, but not limited to, governmental actions or orders, embargoes, strikes, differences with workmen, fires, floods, accidents, or transportation delays. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES.**
7. **WARRANTY** Seller warrants that the equipment manufactured and services furnished by it and covered by this proposal are free from defects in material and workmanship under normal use and service and, without charge, equipment found to be so defective in material or workmanship will be repaired or replaced, if written notice of failure is received by Seller within one (1) year after date of installation, provided said equipment has been operated in accordance with Seller's instructions and provided such defects are not due to acts of god, water damage, abuse, fire or decomposition by chemical or galvanic action. Parts shall covered by a (1) year warranty. **THIS EXPRESS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, EXPRESS OR IMPLIED. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.** Seller assumes no responsibility for repairs made on Seller's equipment unless done by Seller's authorized personnel, or by written authority from Seller. Seller makes no guarantee with respect to material not manufactured by it.
8. **PURCHASER'S REMEDIES** The Customer's remedies with respect to equipment found to be defective in material or workmanship shall be limited exclusively to the right of repair or replacement of such defective equipment. **IN NO EVENT SHALL SELLER BE LIABLE FOR CLAIMS (BASED UPON BREACH OF IMPLIED WARRANTY) FOR ANY OTHER DAMAGES, WHETHER DIRECT, IMMEDIATE, FORESEEABLE, CONSEQUENTIAL, OR SPECIAL OR FOR ANY EXPENSES INCURRED BY REASON OF THE USE OR MISUSE OF EQUIPMENT WHICH DOES OR DOES NOT CONFORM TO THE TERMS AND CONDITIONS OF ANY CONTRACT RESULTING FROM THIS PROPOSAL.**
9. **PATENT INFRINGEMENT** Seller will hold its Customer and the Owner harmless from infringement of any United States patent covering equipment of its manufacture. This, of necessity, is limited to the equipment per se and cannot be extended to applications of such equipment in a system, except in writing by an officer of Seller. The Customer and Owner shall advise Seller immediately in the event any claims of infringement are brought to their attention.
10. **GOVERNING LAW** Any contract resulting from this proposal shall be governed by, construed, and enforced in accordance with the laws of the State of Texas.
11. **RENEWAL** At the expiration of the initial (2) year period, this Agreement shall be automatically renewed for successive periods of one (1) year each, the first of such renewal periods to commence upon date of the expiration of this Agreement, unless terminated by either party on written notice, not less than thirty (30) days prior to the expiration of the original Agreement or any renewal periods thereof. Upon renewal of all terms, the Client shall pay the same amount according to the terms and conditions as set forth in this Agreement. Contract pricing may be revised at renewal time with written approval from customer.
12. **ACCEPTANCE OF TERMS** This proposal shall become a binding contract between the Customer and Seller when accepted in writing by the Customer. Such acceptance shall be with mutual understanding that the terms and conditions of this proposal are a part thereof with the same effect as though signed by both parties named herein and shall prevail over any inconsistent provision of said order.
13. No waiver, alteration, or modification of the terms and conditions on this and the attached hereof shall be binding unless in writing and signed by an authorized representative of Seller.

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Phone: 972-955-3954  
Email: [Support@wwelectronics.org](mailto:Support@wwelectronics.org)  
[www.wwelectronics.org](http://www.wwelectronics.org)