



**AGENDA  
WATAUGA CITY COUNCIL  
REGULAR MEETING  
MONDAY, DECEMBER 12, 2016  
CITY HALL COUNCIL CHAMBER, 7105 WHITLEY ROAD  
6:30 P.M.**

**COUNCIL MEETING**

**CALL TO ORDER** – *(Council Members, City Staff, Members of the Public - when speaking during the meeting please speak directly into the microphones on the dais or podium)*

**INVOCATION**

**PLEDGE TO THE FLAG**

**PLEDGE TO THE TEXAS FLAG** - *“Honor the Texas Flag: I pledge allegiance to Thee, Texas, one state under God, one and indivisible”*

**DISCUSSION AND APPROVAL OF MEETING AGENDA**

1. Discussion and action on approval of meeting agenda

**CITIZEN’S OPEN FORUM**

Individuals requesting to speak during Citizen’s Open Forum will be required to fill out a “REQUEST TO SPEAK FORM” and present it to the City Secretary prior to commencement of the meeting. Speakers are limited to three minutes.

The purpose of this item is to allow citizens an opportunity to address the City Council on issues that are not the subject of a public hearing. Items which require a public hearing will allow citizens or visitors to speak at the time that item is introduced on the agenda. No formal action can be taken by the City Council on items that are not posted on the agenda.

**REPORTS**

1. Administration – Update regarding Strategic Plan  
**Greg Vick, City Manager**

**CONSENT AGENDA**

All of the items on the consent agenda are considered to be self-explanatory by the Council and will be enacted with one motion, one second, and one vote. There will be no separate discussion of these items.

1. Approval of City Council Regular Meeting Minutes of November 14, 2016  
**Zolaina R. Parker, City Secretary**
2. Approval of proposed resolution approving Agreement for Investment Advisory Services with Valley View Consulting, L.L.C. [CAPTION]  
**Greg Vick, City Manager**  
**Sandra Gibson, Director of Finance, CGFO**
3. Approval of a proposed resolution eliminating section 13.12 and replacing with policy 15.01 of the City of Watauga Personnel, Administration and Financial Policies and Procedures Manual [CAPTION]  
**Greg Vick, City Manager**  
**Marcia Reyna, Director of Human Resources/Civil Service Director**
4. Approval of Wrecker Service Contract Renewal Option # 1 with AA Wrecker Service  
**Greg Vick, City Manager**  
**Deby Woodard, Assistant Finance Director/Purchasing Manager**

## **NEW BUSINESS**

1. Discussion and action on approval of miscellaneous concrete work as needed utilizing Haltom City Bid # B2017-311-001  
**Greg Vick, City Manager**  
**Deby Woodard, Assistant Finance Director/Purchasing Manager**
2. Discussion and action on approval of an amendment to the contract with Haydon Building Corporation, Construction Manager at Risk for the Senior Center Project, to increase the Guaranteed Maximum Price by \$105,984 from \$1,790,816 to \$1,896,800 for additional parking spaces  
**Greg Vick, City Manager**  
**Paul Hackleman, Director of Public Works**
3. Discussion and action on purchase of server hardware and software replacements from CDWG in an amount of \$36,786.43 and Software House International in an amount of \$41,425.28  
**Greg Vick, City Manager**  
**Bradley Fraley, Chief Information Officer**
4. Discussion and possible action on reinstating Pre-Council Meetings  
**Greg Vick, City Manager**  
**Hector Garcia, Mayor**

## **EXECUTIVE SESSION**

**The City Council may announce that it will adjourn the public meeting and convene in Executive Session pursuant to Chapter 551 of the Texas Government Code to discuss any matter as specifically listed on this agenda and/or as permitted by Chapter 551 of the Texas Government Code.**

**ADJOURNMENT**

**NOTICE**

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (817) 514-5825, OR FAX (817) 514-3625.

I, Zolaina R. Parker, City Secretary for the City of Watauga, hereby certify that this agenda was posted on the bulletin boards at City Hall, 7105 Whitley Road, Watauga, Texas, on Wednesday, December 7, 2016, before 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.

  
Zolaina R. Parker, City Secretary





*VISION: “A Community that meets the needs of citizens by offering a high quality of life through transparent governance.”*

**STRATEGIC PLAN 2016**

GOALS	ACTION ITEMS	
<b>1. Establish an environment conducive to strong and sustainable economic development</b>	<b>A.</b> Park places for food trucks <b>B.</b> Partner with businesses (Home Depot/Lowes) about repairs <b>C.</b> Implement Rental Property Policy	<b>D.</b> Comp Plan-guide redevelopment <b>E.</b> Continue Revitalization efforts (2015 Strategic Plan)
<b>2. Set public safety standard for a secure and safe city</b>	<b>A.</b> Find new partnerships-interlocal agreements with other entities for shared facilities <b>B.</b> Identify new volunteer opportunities-educate citizens on future plans for staff and facilities	<b>C.</b> Develop community policing approach
<b>3. Enhance quality of life through recreational, cultural, and educational services</b>	<b>A.</b> Update of Parks and Rec Open Space Master Plan <b>B.</b> Focus on trails for gathering places <b>C.</b> Make shade structures available for BBQ and other uses	<b>D.</b> Create a dog park <b>E.</b> Library Expansion/Technology-Partnerships & Education (TCC, ISD, Businesses) <b>F.</b> Create more event venues <b>G.</b> Continue to Capitalize on Capp Smith Park (2015 Strategic Plan)
<b>4. Establish standard for responsible fiscal management and excellent governance</b>	<b>A.</b> Increase speed to update and distribute newsletter <b>B.</b> Ensure fee schedule is fair and correlates with level of services provide	
<b>5. Sustain and enhance infrastructure network</b>	<b>A.</b> Water & Waste Water CIP <b>B.</b> Streets, Storm Drain, Trails, Rail <b>C.</b> Communication Wireless-Parks <b>D.</b> Use technology to create safe environment <b>E.</b> Re-evaluate streets to prioritize repair, replacement, overlay	
<b>6. Commitment to maintain a high skilled, well trained, fairly compensated, customer service oriented workforce</b>	<b>A.</b> Standardize customer service expectations and common experience city-wide <b>B.</b> Provide Customer Service training to staff	
<b>7. Maintain, cultivate, and develop a sustainable healthy community</b>	<b>A.</b> Encourage each department to evaluate and seek opportunities for cultural engagement <b>B.</b> Brand recognition/History of City <b>C.</b> Identify methods for statewide recognition	

**MINUTES  
WATAUGA CITY COUNCIL  
REGULAR MEETING  
MONDAY, NOVEMBER 14, 2016  
CITY HALL, COUNCIL CHAMBER, 7105 WHITLEY ROAD  
6:30 P.M.**

The City Council of the City of Watauga, Texas convened in Regular Session at 6:31 p.m., with the following members present:

Hector F. Garcia	Mayor
Hal Gerhardt	Mayor Pro Tem
Brandon Krausse	Council Member
Lee Griffin	Council Member
James Wright	Council Member
Melva Clark	Council Member
Patrick Shelbourne	Council Member

and

Greg Vick	City Manager
Mark G. Daniel	City Attorney
Zolaina R. Parker	City Secretary
Sandra Gibson	Director of Finance
Paul Hackleman	Director of Public Works
Glen Fowler	Chief of Police
William Crawford	Fire Chief
Marcia Reyna	Human Resources/Civil Service Director
Bradley Fraley	Chief Information Officer/PIO
Jacquelyn Reyff	Planning and Development Manager

**COUNCIL MEETING**

**CALL TO ORDER**

Mayor Garcia called the meeting to order at 6:31 p.m.

**INVOCATION**

Council Member Shelbourne gave the Invocation.

**PLEDGE TO THE FLAG AND TEXAS FLAG**

Mayor Garcia led the pledge to the flags.

**DISCUSSION AND APPROVAL OF MEETING AGENDA**

1. Discussion and action on approval of meeting agenda

Mayor Pro Tem Gerhardt made a motion to approve the agenda as presented. Council Member Davis seconded the motion, which passed as follows:

**AYES:** Gerhardt, Krausse, Griffin, Wright, Clark, Shelbourne, Davis  
**NAYS:** None  
**ABSENT:** None  
**ABSTAIN:** Garcia

### **CITIZEN'S OPEN FORUM**

None.

### **PRESENTATION**

1. Presentation of a Proclamation to DeVivo Bros. Eatery, in honor of their many contributions to the City of Watauga and the law enforcement community

Mayor Garcia presented a Proclamation to DeVivo Bros. Eatery, in honor of their many contributions to the City of Watauga and the law enforcement community. Mr. John DeVivo accepted the Proclamation.

### **CONSENT AGENDA**

Council Member Wright made a motion to approve the consent agenda as presented. Council Member Krausse seconded the motion, which passed as follows:

**AYES:** Gerhardt, Krausse, Griffin, Wright, Clark, Shelbourne, Davis  
**NAYS:** None  
**ABSENT:** None  
**ABSTAIN:** Garcia

1. Approve Monthly Financial Report – expenses and revenues for all funds from October 1, 2016, through October 31, 2016
2. Approve City Council Regular Meeting Minutes of August 15, 2016
3. Approve City Council Special Meeting Minutes of August 29, 2016
4. Approve City Council Regular Meeting Minutes of September 7, 2016
5. Approve City Council Special Meeting Minutes of September 19, 2016
6. Approve City Council Regular Meeting Minutes of October 24, 2016
7. Approval of a proposed resolution eliminating section 16.1, 20.1, 20.3, 20.4, 20.5, 20.6 and 20.8 and replacing with policy 7.01, eliminating section 20.12 and

replacing with policy 7.05, eliminating section 13.16 and replacing with policy 9.01 and adding new policy 14.02 of the City of Watauga Personnel, Administration and Financial Policies and Procedures Manual [CAPTION]

The resolution as approved carries the following caption:

CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 16-11-14-01

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AMENDING SECTION 7.01 OF THE PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL REGARDING AN OVERVIEW OF THE BENEFITS PROGRAM; AMENDING SECTION 7.05 OF THE PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL REGARDING THE EMPLOYEE ASSISTANCE PROGRAM; AMENDING SECTION 9.01 OF THE PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL REGARDING MOBILE COMMUNICATION DEVICES; ADDING SECTION 14.02 TO THE PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL TO ADDRESS FACILITY ACCESS AND CONTROL; PROVIDING THAT ALL RESOLUTIONS IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE

8. Approval of a proposed resolution amending the FY 2016-17 Classification Plan for Full-Time, Part-Time, Seasonal (General Government) employees [CAPTION]

The resolution as approved carries the following caption:

CITY OF WATAUGA, TEXAS  
RESOLUTION NO. 16-11-14-02

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AMENDING THE CLASSIFICATION PLAN FOR GENERAL GOVERNMENT EMPLOYEES AND CIVIL SERVICE EMPLOYEES FOR THE 2016 - 2017 FISCAL YEAR; PROVIDING FOR THE CREATION OF AN IT SUPPORT SPECIALIST POSITION WITHIN THE INFORMATION TECHNOLOGY DEPARTMENT; PROVIDING FOR THE RECLASSIFICATION OF SPECIFIED POSITIONS FROM EXEMPT TO NON-EXEMPT IN ORDER TO ENSURE SUCH EMPLOYEES ARE COVERED BY THE OVERTIME PROVISIONS OF THE FAIR LABOR STANDARDS ACT; PROVIDING THAT ALL RESOLUTIONS IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE

## **PUBLIC HEARING**

1. Planning and Zoning Case 16-08: Consider amendments to the City of Watauga Code of Ordinances, Chapter 40, Section 40-4 of the Code of Ordinances for the City of Watauga, Texas addressing visibility triangles; amending Chapter 115, Section 63 (8) for addressing visibility triangles, amending Chapter 115, Section 115-117 due to the relocation of subsections to Chapter 26; amending Chapter 26, Section 26-97 to add subsections relocated from Chapter 115

- a. Open Public Hearing-allow for staff comments

Mayor Garcia recessed the Regular Meeting and opened the Public Hearing at 6:45 p.m. Jacquelyn Reyff, Director of Planning and Economic Development, and Paul Hackleman, Director of Public Works, presented information on the case.

- b. Public Comments

Phillip Jennings, 5716 Mainstreet, Watauga, Texas, addressed questions regarding the diagram on Agenda Page 135, and asked for clarification regarding the 7 foot visibility triangle and the 25 foot visibility triangle.

Paul Hackleman, Director of Public Works, addressed and answered the questions asked by Mr. Phillip Jennings.

- c. Close Public Hearing

Mayor Garcia closed the Public Hearing and reconvened the Regular Meeting at 7:06 p.m.

## **NEW BUSINESS**

1. Discussion and action on approval of an ordinance approving Planning and Zoning Case 16-08, regarding amendments to Chapter 40, Section 40-4 of the Code of Ordinances of the City of Watauga, Texas, addressing visibility triangles; amending Chapter 115, Section 63(8) for addressing visibility triangles, amending Chapter 115, Section 115-117 due to the relocation of subsections to Chapter 26; amending Chapter 26, Section 26-97 to add subsections relocated from Chapter 115 [CAPTION]

Council Member Krausse made a motion to approve an ordinance approving Planning and Zoning Case 16-08, regarding amendments to Chapter 40, Section 40-4 of the Code of Ordinances of the City of Watauga, Texas, addressing visibility triangles; amending Chapter 115, Section 63(8) for addressing visibility triangles, amending Chapter 115, Section 115-117 due to the relocation of subsections to Chapter 26; amending Chapter 26, Section 26-97 to add

subsections relocated from Chapter 115, with language amended within the ordinance to add reference to the case number within the caption and body of the ordinance and removing references to visibility triangles. Council Member Griffin seconded the motion, which passed as follows:

**AYES:** Gerhardt, Krausse, Griffin, Wright, Clark, Shelbourne  
**NAYS:** Davis  
**ABSENT:** None  
**ABSTAIN:** Garcia

The ordinance as approved carries the following caption:

CITY OF WATAUGA, TEXAS  
ORDINANCE NO. 1635

AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF WATAUGA AMENDING CHAPTER 40, SECTION 40-4 OF THE CODE OF ORDINANCES FOR THE CITY OF WATAUGA, TEXAS ADDRESSING VISIBILITY TRIANGLES; AMENDING CHAPTER 115, SECTION 115-63(8) FOR ADDRESSING VISIBILITY TRIANGLES; AMENDING CHAPTER 115, SECTION 115-117 DUE TO THE RELOCATION OF SUBSECTIONS TO CHAPTER 26; AMENDING CHAPTER 26, SECTION 26-97 TO ADD SUBSECTIONS RELOCATED FROM CHAPTER 115 (CASE 16-08); PROVIDING THAT ALL ORDINANCES IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

**ADJOURNMENT**

With there being no further business, Mayor Garcia adjourned the meeting at 7:15 p.m.

APPROVED: this 12<sup>th</sup> day of December, 2016.

SIGNED: this 12<sup>th</sup> day of December, 2016.

APPROVED:

\_\_\_\_\_  
Hector F. Garcia, Mayor

ATTEST:

\_\_\_\_\_  
Zolaina R. Parker, City Secretary

**NOTE:** Original Audio and Video Recording of this meeting is preserved and maintained by the City Secretary's Office



## AGENDA MEMORANDUM

**DATE:** November 23, 2016

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Sandra Gibson, Director of Finance, CGFO *S Gibson*

**THROUGH:** Greg Vick, City Manager *GV*

**SUBJECT:** Consideration and Approval of Resolution for City to enter into Agreement for Investment Advisory Services with Valley View Consulting, L.L.C.

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### **BACKGROUND/INFORMATION:**

In January, 2015, The City secured the services of Valley View Consulting, L.L.C. (Valley View), an SEC registered advisory firm. With a combined 100 years of experience, Valley View is dedicated to assisting the City with maintaining effective investment strategy by providing investment management and consulting services in keeping with the terms outlined in the City's Investment Policy.

Diversity, yield and laddering of investments have all improved during the past two years. During this time, the City has earned an average of 21 basis points above Texpool (see attached Portfolio Performance graph). In addition, Valley View Consulting assisted the City with the annual investment policy review and approval process, quarterly investment report preparation and presentation, primary depository bank selection, and other tasks necessary to support the City's cash and investment activities.

Governmental Accounting continues to force more requirements onto Cities and Valley View has provided staff with expertise and independent advice that would not have been available otherwise. This service has proven itself helpful by improving the efficiency of staff, providing expertise and has been financially rewarding. Staff wishes to renew the agreement with Valley View for another two years. As a professional service, no bidding routines are required.

### **FINANCIAL IMPLICATIONS:**

Annual fee of 0.08% (8 basis points) of the average quarter and portfolio.

### **RECOMMENDATION/ACTION DESIRED:**

Approval of Resolution for the City to enter into Agreement with Valley View Consulting, L.L.C. for investment services for a two year period commencing January 1, 2017 and

ending December 31, 2018, with an option to extend this Agreement in additional one and two year increments.

**ATTACHMENTS/SUPPORTING DOCUMENTATION:**

- 1) Letter from Mark Daniel, City Attorney
- 2) Resolution
- 3) Agreement with Valley View Consulting, L.L.C.
- 4) Performance History through 09/30/2016

# Attachment 1

LAW OFFICES  
**EVANS, DANIEL, MOORE, EVANS & BIGGS**  
(NOT A PARTNERSHIP)

MARK G. DANIEL

BOARD CERTIFIED - CRIMINAL LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION

CRIMINAL TRIAL SPECIALIST-BOARD CERTIFIED  
NATIONAL BOARD OF TRIAL ADVOCACY

SUNDANCE SQUARE  
115 WEST SECOND STREET, SUITE 202  
FORT WORTH, TEXAS 76102

(817) 332-3822  
FACSIMILE (817) 332-2763

OF COUNSEL

TIM EVANS  
TIM MOORE  
LANCE T EVANS  
WILLIAM R. BIGGS

November 30, 2016

**Via Email**

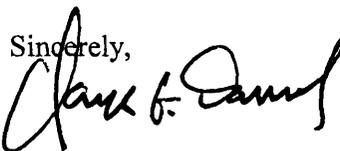
Ms. Sandra Gibson  
Director of Finance and Administration  
City of Watauga  
7105 Whitley Road  
Watauga, Texas 76148

*Re. Resolution re Investment Advisory Services*

Dear Ms. Gibson:

I am in receipt of the proposed Resolution by the City of Watauga approving the terms and conditions of the Agreement between Valley View Consulting, LLC and the City of Watauga for investment advisory services. I approve of the same and would recommend that these be presented at the next City Council meeting for consideration.

Thank you for your attention to the above and the opportunity to be of assistance. Please do not hesitate to contact me should you have any questions.

Sincerely,  


MARK G. DANIEL

MGD:tp

cc: Mayor Hector Garcia  
Mr. Greg Vick, City Manager  
Ms. Zolaina Parker, City Secretary

# Attachment 2

**CITY OF WATAUGA, TEXAS**

**RESOLUTION \_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS APPROVING THE TERMS AND CONDITIONS OF THE AGREEMENT BETWEEN VALLEY VIEW CONSULTING, L.L.C. AND THE CITY OF WATAUGA FOR INVESTMENT ADVISORY SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Public Funds Investment Act (the "PFIA"), Chapter 2256 of the Texas Government Code provides for the investment of public funds; and,

**WHEREAS**, it is in the best interest of the City to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the PFIA; and,

**WHEREAS**, Valley View Consulting, LLC, an SEC registered investment advisor, has submitted a proposal to provide non- discretionary management of the City's investment portfolio; and,

**WHEREAS**, the City desires to continue to employ Valley View Consulting, LLC, for such purposes; and,

**WHEREAS**, investment advisory service is a professional service, and as such, the bidding requirements of the Purchasing and Contracting Authority of Municipalities, Chapter 252 of the Texas Local Government Code, are not applicable; and

**WHEREAS**, investment related fees shall not exceed budgeted City funds for each year that investment advisory services are utilized and City funds are appropriated; and,

**WHEREAS**, the City has complied with the applicable purchasing requirements of state and federal law including, but not limited to, Chapter 252 of the Texas Local Government Code; and

**WHEREAS**, a contract for investment advisory services must be approved by the governing body by order, ordinance, or resolution for a term not to exceed two years, including any extensions.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AS FOLLOWS:**

I.

That the Agreement attached hereto having been reviewed by the City Council of the City of Watauga, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and that the Mayor is hereby authorized to execute the Agreement on behalf of the City of Watauga, Texas.

II.

If any section, sub-section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid such decisions shall not affect the validity of the remaining portions of the Resolution.

III.

This Resolution shall become effective and shall be in full force and effect from and after the date of passage and adoption by the City Council of the City of Watauga, Texas, and upon approval thereof by the Mayor of the City of Watauga, Texas, and publication hereof as prescribed by law.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas on this the 12th day of December, 2016.

APPROVED:

\_\_\_\_\_  
HECTOR F. GARCIA, Mayor

ATTEST:

\_\_\_\_\_  
ZOLAINA PARKER, City Secretary

APPROVED AS TO FORM AND LEGALITY:

  
\_\_\_\_\_  
MARK G. DANIEL, City Attorney

Attachment 3

**AGREEMENT  
BY AND BETWEEN  
THE CITY OF WATAUGA, TEXAS  
AND  
VALLEY VIEW CONSULTING, L.L.C.**

It is understood and agreed that the City of Watauga (the *Investor*) will have from time to time money available for investment (*Investable Funds*) and Valley View Consulting, L.L.C. (*Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.
2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.
3. The Advisor agrees to perform the following duties:
  - a. Assist the Investor in developing cash flow projections,
  - b. Suggest appropriate investment strategies to achieve the Investor's objectives,
  - c. Advise the Investor on market conditions, general information and economic data,
  - d. Analyze risk/return relationships between various investment alternatives,
  - e. Attend occasional meetings as requested by the Investor,
  - f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's Investment Policy. The eligible investments are listed in the Investor's Investment Policy,
  - g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,
  - h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,
  - i. Assist the Investor in creating monthly portfolio accounting reports, and
  - j. Assist the Investor in selecting a primary depository services financial institution.

4. The Investor agrees to:

- a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,
- b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,
- c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,
- d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and
- e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall remain in effect until December 31, 2018, with the option of the Investor to extend this Agreement in additional one and two year increments. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as

practicable. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. By initialing the appropriate line, Investor acknowledges that:

- 1) \_\_\_\_\_ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or
- 2) \_\_\_\_\_ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
- 3)   X   Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified.

Respectfully submitted,



Richard G. Long, Jr.  
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of the City of Watauga, Texas.

By \_\_\_\_\_

City of Watauga

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

## APPENDIX A

### FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its fee will be an annual fee of 0.08% (8 basis points) of the average quarter end portfolio book value with a minimum annual fee of \$10,000. Said fee shall be prorated and due and payable at the end of each investment quarter.

Should the Investor issue debt and select a bond proceeds investment strategy that incorporates a flexible repurchase agreement or other structured investment, fees will be determined by any applicable I.R.S. guidelines and industry standards.

Should the Investor request assistance with monthly investment portfolio accounting, additional fees may apply. Said fee shall not exceed \$5,000.00 per year.

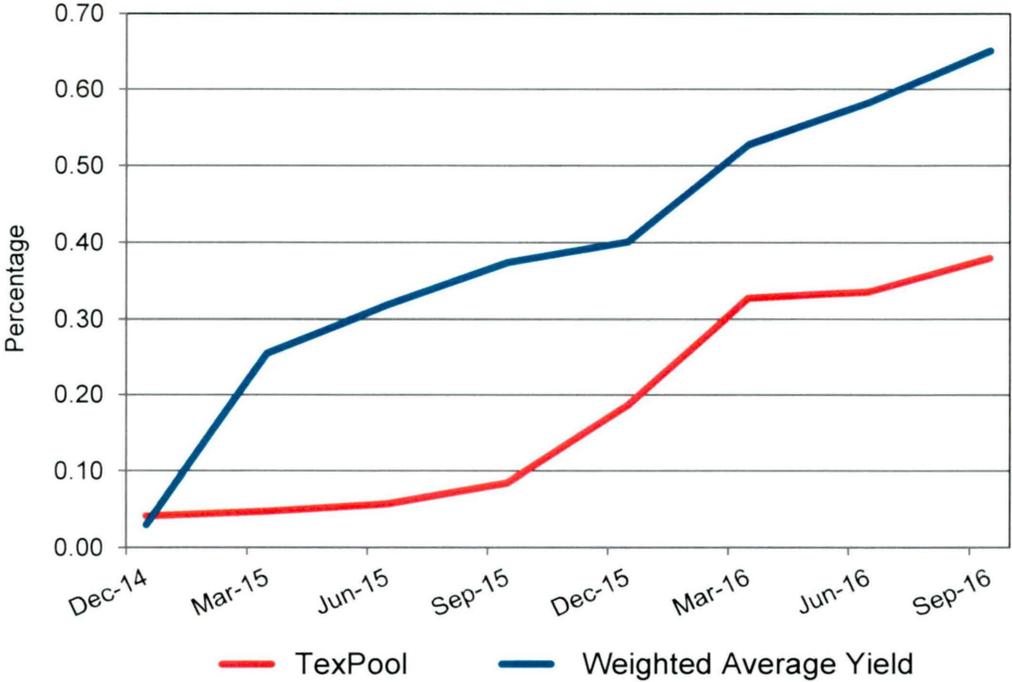
Should the Investor request assistance selecting a primary depository services financial institution, additional fees may apply. Said fee shall not exceed \$5,000.00 per selection project.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

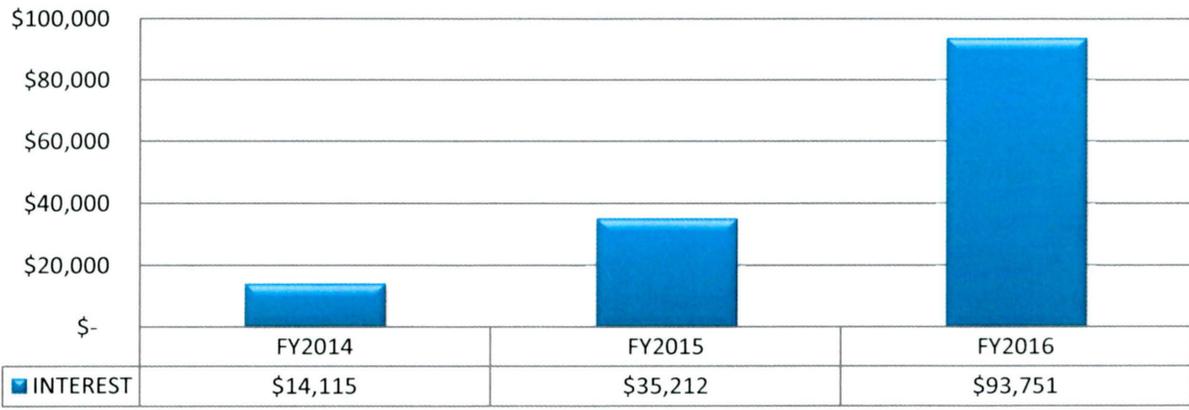
Any other fees retained by the Advisor shall be disclosed to the Investor.

# Attachment 4

### Total Portfolio Performance



## INTEREST EARNINGS HISTORY



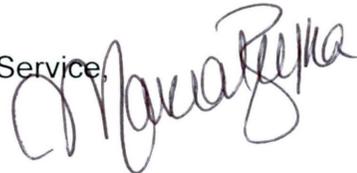
Interest earnings are net of Valley View consulting fees for FY2015 and FY2016



## AGENDA MEMORANDUM

**DATE:** December 7, 2016

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Marcia Reyna, Director of Human Resources & Civil Service,  
SPHR, SHRM-SCP 

**THROUGH:** Greg Vick, City Manager 

**SUBJECT:** Personnel, Administration and Financial, Policies and Procedures  
Manual Revision #17

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### BACKGROUND/INFORMATION:

On March 23, 2015, the City Council was presented with a proposal outlining the Human Resources Department's plan to revise the Personnel, Administration and Financial, Policies and Procedures Manual (herein after "2014 Manual"). The new manual (herein after "new manual") includes an online platform and updated format.

This is the seventeenth revision to the new manual. It is proposed that the Vehicle Use policy be added to the new manual. This revised policy has clarified, organized and simplified the existing policy. Significant changes are listed below.

- The two (2) vehicle assignments types "Work-Related Use Only" and "Restricted Use" are better defined.
- The radius from the City in which employees may utilize City vehicles for breaks or lunch has been extended from .5 mile to 1 mile.
- A Vehicle Inspection Checklist has been added.
- A Vehicle Use Policy Acknowledgement form has been added.
- The Personal Vehicle Use Waiver of Liability has been added.
- An age limit has been listed indicating that an employee must be at least 18 years old to drive a City vehicle.
- Smoking and smokeless tobacco are now prohibited in City vehicles.
- Policy now includes information on using electronic devices while driving.
- Policy now includes information on what happens if an employees' driver's license is suspended or revoked.
- Policy now includes information on driving records.
- Policy now includes information on driving personal vehicles for business use.
- Policy now includes information on Fleet Safety committee.

- Policy now includes information on federal taxation for personal use of City vehicle.
- Policy now includes information on volunteers using City vehicles.

**FINANCIAL IMPLICATIONS:**

As included in each department's FY 2016-17 budget.

**RECOMMENDATION/ACTION DESIRED:**

It is requested that City Council approve the revised policy as presented.

**ATTACHMENTS/SUPPORTING DOCUMENTATION:**

- 1) City Attorney Letter, Resolution and Proposed Policy

LAW OFFICES  
**EVANS, DANIEL, MOORE, EVANS & BIGGS**  
(NOT A PARTNERSHIP)

**MARK G. DANIEL**

BOARD CERTIFIED - CRIMINAL LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION

CRIMINAL TRIAL SPECIALIST-BOARD CERTIFIED  
NATIONAL BOARD OF TRIAL ADVOCACY

SUNDANCE SQUARE  
115 WEST SECOND STREET, SUITE 202  
FORT WORTH, TEXAS 76102

(817) 332-3822  
FACSIMILE (817) 332-2763

OF COUNSEL

TIM EVANS  
TIM MOORE  
LANCE T EVANS  
WILLIAM R. BIGGS

December 6, 2016

Ms. Marcia Reyna  
Human Resources & Civil Service Director  
City of Watauga  
7105 Whitley Road  
Watauga, Texas 76148

Via Email

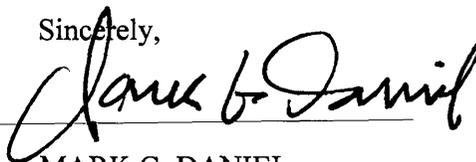
*Re: Resolution amending the City of Watauga's Personnel, Administration and  
Financial Policies and Procedures Manual, Section 15.01*

Dear Ms. Reyna:

I have received and reviewed the proposed amendments to the City's Personnel, Administration and Financial Policies and Procedures Manual. Please find enclosed a Resolution prepared by my office approving amendments to Section 15.01 ("Vehicle Use Policy"). The Resolution may be submitted for consideration at the next City Council meeting.

Thank you for your attention to the above and the opportunity to be of assistance. Should you have any questions or need anything further, please do not hesitate to contact my office.

Sincerely,



MARK G. DANIEL  
CITY ATTORNEY

MGD/jjv  
Encl.

cc: Mayor Hector Garcia  
Mr. Greg Vick, City Manager  
Ms. Zolaina Reyes, City Secretary

CITY OF WATAUGA, TEXAS  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AMENDING SECTION 15.01 OF THE PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL REGARDING CITY OF WATAUGA VEHICLE USE POLICY; PROVIDING THAT ALL RESOLUTIONS IN CONFLICT HERewith ARE HEREBY REPEALED TO THE EXTENT THAT THEY ARE IN CONFLICT; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article III, Section 3.07(m) of the Home Rule Charter of the City of Watauga, Texas provides that the City Council shall fix the salaries and compensation of City officers and employees; and

WHEREAS, the proposed amendments to Section 15.01 ("Vehicle Use Policy") include extensive updates to the policy to better define and describe the usage parameters related to the operation of City vehicles.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WATAUGA, TEXAS AS FOLLOWS:

I.

The proposed amendments to the City's Personnel, Administration and Financial Policies and Procedures Manual as set forth in Exhibit "A," attached hereto and incorporated by reference, are hereby adopted. The adoption of the revised policies update, clarify and organize the existing policies.

II.

This Resolution shall be and is hereby cumulative of all other Resolutions of the City of Watauga, Texas, and this Resolution shall not operate to repeal or affect any such other Resolutions except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Resolution, in which event, such conflicting provisions, if any, in such other Resolutions are hereby repealed.

III.

If any section, sub-section, sentence, clause, or phrase of this Resolution shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining portions of the Resolution.

IV.

This Resolution shall become effective and be in full force and effect from and after the date of passage and adoption by the City Council and upon approval thereof by the Mayor and the City of Watauga, Texas.

PASSED AND ADOPTED by the City Council of the City of Watauga, Texas this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

APPROVED:

\_\_\_\_\_  
Hector F. Garcia, Mayor

ATTEST:

---

ZOLAINA R. PARKER, City Secretary

APPROVED AS TO FORM AND LEGALITY:

---

MARK G. DANIEL, City Attorney



CITY OF WATAUGA – PERSONNEL, ADMINISTRATION AND FINANCIAL POLICIES AND PROCEDURES MANUAL

<b>POLICY TITLE</b>	Vehicle Use
<b>INITIAL EFFECTIVE DATE</b>	December 12, 2016
<b>LAST REVISION DATE</b>	Replaces <i>Section 13.12</i> of the Personnel, Administration and Financial Policies and Procedures Manual approved on February 24, 2014.
<b>POLICY NUMBER</b>	15.01

**OBJECTIVE** The City of Watauga’s Vehicle Use Policy outlines the City’s commitment to maintaining a safe vehicle fleet, the safety of employees, others and the protection of property. The purpose of this policy is to define and describe the usage parameters related to the operation of City of Watauga vehicles.

**SCOPE** This policy applies to all employees or approved personnel who operate City vehicles of any type on either a regular or occasional basis. The City reserves the right to deny any employee the use of a City vehicle and may choose not to indemnify any employee who fails to adhere to the policies and procedures outlined in this policy. Furthermore, any City employee who does not adhere to this policy may be subject to disciplinary action up to and including termination.

**POLICY**

**A. Vehicle Use Assignments**

Vehicles owned, leased or rented by the City shall be used only in the discharge and transaction of City business except for employees who have been authorized restricted use.

Employees must have written authorization from their Department Director to operate a City Vehicle of any type. In addition, they must acknowledge that they have read and understand the Vehicle Use Policy. **See Appendix A Vehicle Use Policy Acknowledgement Form.**

Employee Vehicle Usage assignments and authorization shall be categorized as one (1) of the following:

**1. Work-Related Use Only**

City vehicles may be assigned to the employees in this category to allow them to respond to work activities as required. Vehicles are garaged at a City facility. No personal use is allowed. City Vehicle may also be assigned to employees in this category by Department Directors for overnight use to an employee for work related activities on an on-call basis or City-related travel, if applicable. During scheduled work shifts, an employee operating a City vehicle is authorized to stop for reasonable, limited time periods for meals or to obtain refreshments.

Breaks are limited to a one (1) mile radius from the City of Watauga unless conducting official City business outside of the City.

## **2. Restricted Use**

City vehicles may be assigned to employees who need to respond, at any time, to work related appointments and emergencies. These employees have 24-hour use of their assigned vehicles and may garage them at their residences overnight due to the duties of their positions. These vehicles shall not be taken outside of the state of Texas, unless travel is approved by the Department Director. Under no circumstances shall this vehicle be used for personal leisure.

Employees authorized to take vehicles home are authorized to make *de minimis* or reasonable, brief, and limited stops before or after assigned work shifts while travelling to and from work to conduct personal errands, such as obtaining a limited number of grocery items (a loaf of bread, gallon of milk, etc.), picking-up dry cleaning, making bank transactions, and the like. If an employee is authorized and assigned to take a city owned vehicle home, the employee shall make arrangements with their supervisor regarding where the vehicle shall be parked or garaged while the employee is on extended leaves, including vacations and medically related leaves.

Non-employee family members may be passengers during this restricted, need based use. Employees who use the vehicle to transport non-employees (for example, to pick up a child from day care) must understand that they are liable for any damages, payments, or costs that exceed the limits of employer insurance coverage. Employees who transport non-employees during personal use of a City vehicle should be aware that such use indicates acceptance of any liability not covered by City insurance. Furthermore, employees who are performing *de minimis* personal errands while operating a city vehicle will not be covered under workers' compensation. Exceptions to this policy must be approved by the City Manager in writing.

### **B. Driver Responsibilities**

1. Operating City vehicles in a safe and courteous manner and observing traffic laws.
2. Maintaining a valid Texas driver's license and notifying their supervisors immediately if they receive any notification from the Department of Public Safety (DPS) that affects their ability to drive a City vehicle. An employee whose job requires the employee to hold a commercial driver's license (CDL) must maintain a current endorsement for the type of vehicle the employee operates. Failure to maintain the appropriate license needed for the employee's job will result in loss of driving privileges and/or disciplinary action up to, and including, dismissal.
3. Conducting a pre-operation vehicle inspection routinely, as required by Department, to ensure equipment operates safely and report any mechanical or safety defects to the Fleet Department immediately. See ***Appendix B Vehicle Inspection Checklist***.
4. Using a City vehicle for City business if one is provided.
5. Employee's spouses, family members, contractors or other non-employees are not authorized to drive City vehicles.

6. Informing supervisor(s) of motor vehicle incidents such as traffic violations and parking violations within 24 hours of notification.
7. Paying any citations and fees, which occurred while operating a City vehicle, in a timely manner or be subject to potential disciplinary procedures.
8. Reporting all accidents in City vehicles, regardless of severity, to the police and to the immediate supervisor. Accidents are to be reported immediately (from the scene, during the same day, or as soon as practicable).
9. Cooperating with incident investigators.
10. Complying with corrective actions such as training, for violation of safe driving practices.
11. Attending required trainings, including but not limited to Defensive Driving Training, as scheduled.
12. Wearing a seat belt, if equipped, when riding in or operating a City vehicle/equipment is mandatory.
13. Knowing and obeying State motor vehicle laws and defensive driving rules.
14. Prohibiting the transportation of any personal guest in a City vehicle, unless approved by the Department Director and if the guest is essential to municipal functions. Supervisors may grant specific and limited exceptions to this rule when the employee demonstrates good cause and an urgent need.
15. Not transporting animals in a City vehicle, unless the animal is associated with City business.
16. Smoking and smokeless tobacco products are prohibited in City vehicles.
17. Using alcohol, illegal drugs, prescription drug or any drugs or substances that may affect the employee's ability to drive safely is prohibited.
18. Complying with vehicle maintenance schedules as directed by the Fleet Department.
19. Not altering City owned vehicles or equipment in any way unless approval is obtained by Supervisor.
20. Properly securing, and removing the ignition keys from the vehicle at any time during which the vehicle is parked and unattended. An exception applies to Police and Fire.
21. Under no circumstances will anyone under the age of eighteen years old be permitted to operate a City motor vehicle or a personal vehicle on City business.
22. No City employee will carry a weapon in any City vehicle while conducting City business unless authorized as part of their normal course and scope of employment, such as a police officer. **See Policy 10.11 Weapons.**
23. The City reserves the right to install GPS systems in order to complement the City's Asset Management Program. GPS data may be used during the course of vehicular incident or personnel disciplinary investigations.

### **C. Using Electronic Devices**

The use of wireless communication devices while operating a motor vehicle is prohibited unless the vehicle is stopped or the wireless communication device is used with a hands-free device.

This policy does not apply to authorized emergency personnel using a portable electronic device while acting in official capacity.

The only exception to this policy is if the device is used to make an emergency call to: an emergency response service, including a rescue, emergency medical, or hazardous material response service, a hospital, a fire department, a health clinic, a medical doctor's office, an individual to administer first aid treatment or a police department.

#### **D. License Suspension and Revocations**

The City may, at any time, check the driving record of a City employee who drives as part of their job duties to determine that they have maintained the necessary qualifications as a City driver.

1. When official notification from the Texas Department of Public Safety is received stating that an employee has a suspended or revoked license, the supervisor must:
  - a. Notify the employee of the information received.
  - b. Request that employee rectify the situation within thirty (30) days. If employee is unable to rectify the situation immediately, then the Department shall remove the employee from driving duties, until driver status is restored.
2. If an employee is notified by the Texas Department of Public Safety that they have a suspended or revoked license, the employee must:
  - a. Report the information to their supervisor immediately.
  - b. Rectify the situation. If employee is unable to rectify the situation, then the Department shall immediately remove the employee from driving duties, until driver status is restored.
3. The Department may, depending on employee's work assignment, approve an employee's request for personal leave, vacation, or temporary assignment to another job that does not require driving.
4. If the employee's driver's license is suspended or revoked, the employee will have thirty (30) days to rectify his or her driving status. During this time they will not be allowed to drive a City Vehicle. It will be up to the Department Director or designee whether the employee will be allowed to continue to work during that period to perform their assignment.
5. At the discretion of the Department Director or designee, at the end of thirty (30) days, an employee who has not been able to correct licensure revocation or suspension may be released from employment for failure to meet the minimum requirements of his/her employment.

#### **E. Driver's License and Driving Records**

The Human Resources Department, as part of the post-offer evaluation process, will conduct a driver's license check on all new employees whose essential job functions include the operation of City vehicles/equipment or his/her personal vehicle to conduct City business. An applicant does not meet criteria and will not be considered for positions requiring driving if the record reveals any of the following:

1. More than three (3) convictions, pleas of guilty, or pleas of nolo contendere for hazardous moving violations in the last two (2) years.

2. More than five (5) convictions, pleas of guilty, or pleas of nolo contendere for hazardous moving violations in the last five (5) years.
3. Pending or unresolved traffic citations from any agency or jurisdiction whose conviction would create a minimum standard violation.
4. More than two (2) at-fault vehicle accidents in the last two (2) years.
5. Have any license suspensions in the last two (2) years. New hires with an out-of-state license will have 30 days to obtain a Texas license.
6. One (1) Driving While Intoxicated (DWI) or One (1) Driving Under the Influence (DUI) conviction in the previous 36 months, including probated sentences.

#### **F. Use of City Vehicles by Volunteer Personnel**

1. City volunteers are prohibited from operating a City vehicle unless specifically authorized by the City Manager and Department Director.
2. Volunteers may be authorized to drive City vehicles provided that a criminal background and driving records check has been conducted and successfully passed.
3. Volunteer drivers are not considered to be City employees, and thus are not covered by the Texas Worker's Compensation Act.
4. Department Directors, who use volunteer drivers, shall ensure that the **Vehicle Use Policy Acknowledgement Form** is completed and signed by the driver.
5. Department Directors shall ensure that volunteer drivers are scheduled to attend a Defensive Driving Course as soon as possible if they are to drive City vehicles on a regular basis.

#### **G. Personal Vehicle Use**

The use of personal vehicles for City business must be approved by the Department Director. When at all possible, the City encourages employees to use a City vehicle instead of a personal vehicle. When using a personal vehicle for City business, employees are not authorized to run personal errands. All employees using a personal vehicle for City business use must complete the See **Appendix C Personal Vehicle Use Waiver of Liability Form**.

Employees who use their personal vehicle for City business will be reimbursed for mileage pursuant to **4.03 Travel and Reimbursement**. Reimbursed mileage is defined as mileage driven over and above the employee's normal commuting mileage and is based on IRS rates.

Employees, who use their personal vehicles while conducting City business, regularly or occasionally, shall maintain current liability insurance, registration, inspection and driver's license in accordance with Texas law.

City employees are expected to carry liability insurance on any personal vehicle used to transact City business. The City will not assume responsibility for any deductible amounts necessitated by claims, and the employee shall bear the responsibility of pursuing claims against either their carrier or the other driver in the event of a collision or other loss. If the City employee does not receive full compensation (e.g., an uninsured driver), a claim for the unpaid expense may be filed in the City Secretary's Office. All such claims must be accompanied by full

documentation of payments and expenses. All claims are subject to approval by the City's insurance carrier.

#### **H. Fleet Safety Committee**

The Fleet Safety Committee is responsible for reviewing records, including accidents, moving violations, etc. to determine if an employee's driving record indicates a pattern of unsafe or irresponsible driving, and to make a recommendation to the Department Director for discipline or revocation of driving privileges. The Fleet Safety Committee will include: one (1) Police Officer, the Fleet Superintendent one (1) Human Resources Representative and one (1) Finance Representative. The Fleet Safety Committee meets, as needed, at the request of the Human Resources Director.

Criteria that may indicate an unacceptable record includes, but is not limited to:

- a. Three (3) or more moving violations in a year.
- b. Three (3) or more chargeable accidents within a year. Chargeable means that the driver is determined to be the primary cause of the accident through speeding, inattention, etc. Contributing factors, such as weather or mechanical problems, will be taken into consideration.
- c. Any combination of accidents or moving violations.

#### **I. Federal Taxation on the Personal Use of City Vehicles**

The City is required to comply with the IRS's regulations regarding the reporting of income. In accordance with Internal Revenue Service (IRS) Rules, employees are to be taxed on the value of their personal use of employer-provided vehicles for commuting to and from work, unless the vehicles qualify as a non-personal use vehicle as defined by IRS Reg. § 1.274-5T.

The City will use the Commuting Valuation method to report income for employees authorized for non-business use of commuting and *de minimis* personal errands. This method will use \$3 per day for each day of commuting as the amount of taxable income reported to the IRS. This amount may be amended by the IRS at any time. Marked and unmarked law enforcement vehicles and fire emergency response vehicles are excluded from this IRS requirement.



Appendix A

CITY OF WATAUGA
Vehicle Use Policy Acknowledgement

I, \_\_\_\_\_ (Print Driver's Name) have read and understand the Vehicle Use Policy established by the City of Watauga, I agree to abide by the provisions of this policy. I understand that violation of this policy will result in disciplinary action, up to and including termination of employment.

I, \_\_\_\_\_ (Print Driver's Name) understand that operating privileges can be revoked if:

- 1. Driver does not adhere to responsibilities listed in Vehicle Use Policy.
2. Driver's license is revoked, suspended, withdrawn or denied.
3. Driver refuses to undergo drug or alcohol testing in accordance with organizational policies or as required by applicable state or local jurisdiction.
4. Driver operates outside the limitations of a restricted license.

Driver Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I, \_\_\_\_\_, (Print Department Director's Name) authorize the aforementioned employee to operate a City vehicle. Said employee's vehicle use assignment is:

\_\_\_ Work-related Use Only (most common)

\_\_\_ Restricted Use

Department Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

City Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**Appendix B**

**CITY OF WATAUGA  
VEHICLE INSPECTION FORM**

Date \_\_\_\_\_ Inspection Sticker Expiration Date \_\_\_\_\_

Odometer Reading \_\_\_\_\_ License Plate No. \_\_\_\_\_

CONDITION								
ITEM	Sat.	Un. Sat	ITEM	Sat	Un. Sat	ITEM	Sat.	Un. Sat.
Horn			Transmission Fluid			Front Bumper		
Mirrors			Brakes			Grill		
Glass			Play in Steering Wheel			Lt. Frt. Fender		
Battery			Exhaust System			Rt. Frt. Fender		
Engine			Head Lights			Hood		
Windshield Wipers			Parking Lights			Left Doors		
Power Steering			Tail Lights			Right Doors		
Turn Indicator			Brake Lights			Rear Bumper		
4-Way Flashers			Back-up Lights			Top		
Check Gauges			Tires & Air Pressure			Seats		
Engine Oil Level			Seat Belts			Cab Area Clean		
Power Steer Fluid			Mud Flaps			First Aid Kit		
Engine Coolant								

Explain all items shown as unsatisfactory in the "remarks" section.

Remarks: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**The report *must be signed by the employee who performed the inspection!* \*\* Completed report will be turned in to the Fleet and Facilities Superintendent.**

\_\_\_\_\_  
 Employee's (Driver's) Signature



Appendix C

CITY OF WATAUGA

Personal Vehicle Use Waiver of Liability

Name (Last)	(First)	(DL #)	Position
Business /School/ Training/ Location		Training Type (if applicable)	Number of days

In consideration of being allowed to operate a personal vehicle or any non-City of Watauga vehicle on official Department training and/or business:

I, \_\_\_\_\_ the undersigned, binding my heirs, executors, administrators and assigns do hereby release and agree not to hold liable, the City of Watauga, its elected officials, agents, and employees from any and all actions, causes of action, claims, demands, costs or damages arising from or resulting from property damage sustained by me or my property while operating a personal vehicle or any non-City of Watauga vehicle. I further agree, binding my heirs executors, administrators and assigns to indemnify, hold and save harmless the City of Watauga, its elected officials, agents, officers, employees, from any liability, action, claim, damage, award or judgment incurred by the above City or individuals as a result of any act or omission caused in part by a person indemnified hereunder. In addition, I make the following representations and acknowledgments upon which intend the City to rely:

1. I understand and agree that while operating a personal vehicle or any non-City of Watauga vehicle, I will not be afforded fuel or mileage reimbursement unless approved by the Department Director or their designee due to vehicle availability.
2. I understand and agree that while operating a personal vehicle or any non-City of Watauga vehicle (personally owned or leased vehicle), I or any passengers may not be covered by the City of Watauga for any worker's compensation, death, property damage, or other disability benefits.
3. I agree to be in possession of a current state driving license, have the appropriate registration, inspection and provide proof of automobile insurance for said vehicle.
4. I understand that the City of Watauga does not authorize the use of said vehicle to run any personal errands during working hours.

Reason for Request:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature and Printed Name of Person Requesting Waiver

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature and Printed Name of Department Director or designee

\_\_\_\_\_  
Date

This instrument was acknowledged before me on \_\_\_/\_\_\_/\_\_\_ by the individuals listed above.

SWORN AND SUBSCRIBED BEFORE ME this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires \_\_\_\_\_



## AGENDA MEMORANDUM

**DATE:** November 22, 2016

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Deby Woodard, Assistant Director of Finance *Deby Woodard*

**THROUGH:** Greg Vick, City Manager *GV*

**SUBJECT:** Approval of the Wrecker Service Contract Renewal Option # 1 with AA Wrecker Service

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### **BACKGROUND/INFORMATION:**

The City of Watauga retains a wrecker service company on contract to utilize exclusively for services in the event of police pulls, collisions, vehicle abandonment, etc., except when a vehicle owner requests another specific operator. The cost of the service is paid by the vehicle owner in most cases.

The City has been using AA Wrecker Service since 2003 and has been very satisfied with the service.

On October 11, 2013 Council approved the wrecker service contract with AA Wrecker Service. The original term under the current contract expires December 31, 2016. The option for two one-year renewal terms is allowed within the terms of the contract document.

Staff recommends the approval of the first renewal option with AA Wrecker Service. This renewal term will extend from January 1, 2017 through December 31, 2017.

### **FINANCIAL IMPLICATIONS:**

None

### **RECOMMENDATION/ACTION DESIRED:**

Staff recommends the approval of the first renewal option with AA Wrecker Service as presented.

### **ATTACHMENTS/SUPPORTING DOCUMENTATION:**

- 1) Renewal agreement with AA Wrecker Service
- 2) Original contract with AA Wrecker Service



November 21, 2016

AA Wrecker Service  
5709 B Denton Highway  
Fort Worth, Texas 76148

Re: 1<sup>st</sup> renewal option

The current contract wrecker service agreement is effective November 14, 2013 through December 31, 2016. The option for two one-year renewal terms is allowed within the terms of the contract.

The City of Watauga has had a long history with AA Wrecker Service and has been extremely pleased with the relationship that has been established with this contract and wishes to exercise our option to renew for the first renewal.

If you agree to this renewal the following will apply:

Renewal contract period: January 1, 2017 through December 31, 2017.  
Price(s) and terms from original contract will remain firm during the entire renewal contract period.

Please indicate by signing below and returning no later than 5:00 P.M., Wednesday, November 23, 2016.

yes, we will renew the wrecker service contract agreement

no, we will not renew the wrecker service contract agreement

Name: Don Denman Signature:  Date: 11-21-16

If you should have any questions, please do not hesitate to contact me at 817-514-5833.

Thank You,

  
Deby Woodard  
Assistant Director of Finance

**CONTRACT**  
**CITY OF WATAUGA**  
**WRECKER SERVICE AGREEMENT**

This agreement, made and entered into effect this 28<sup>th</sup> day of October, 2013, by the CITY OF WATAUGA, a home-rule municipal corporation, hereinafter referred to as "City", and AA Wrecker Service, hereinafter referred to as "Contractor".

I  
**TERM**

This agreement is for the period beginning November 14, 2013 through December 31, 2016, with the option for two (2) one-year renewal terms, unless terminated as hereinafter provided.

II  
**GENERAL PROVISIONS REGARDING SCOPE OF SERVICE**

In order to ensure efficiency, reliability, and quality of service, the City agrees to exclusively utilize the wrecker towing, recovery, storage facilities, and services of the Contractor for police pulls resulting from vehicle abandonment, collisions, and lawful arrests of drivers during the term hereof, and for the area set herein, and not to utilize the services of any other wrecker service agency or company except in circumstances of unreasonable delay from dispatch to arrival at a location by the Contractor.

Provided, however, the City must honor any bona fide vehicle owner's request for another specific operator, provided such request does not delay the responding officer's duty, unreasonably endanger the public, or involve a towing vehicle or operator which the officer has reason to believe is incompetent to properly perform the wrecker towing service due to the severity or complexity of the specific accident and its surrounding circumstances. The Contractor will not be dispatched to the scene of any accidents unless and until the operator of any vehicle, which is involved in an accident, fails to make a request for a specific wrecker service company which previously obtained a wrecker service permit to operate in the City.

III  
CONTRACTOR'S SERVICES

The Contractor will furnish wrecker service upon call from the City of Watauga Police Department pursuant to the following terms and conditions:

- a) The Contractor will be available for service twenty-four (24) hours a day and seven (7) days a week, and 365 days a year including holidays.
- b) All equipment used in the performance of this Agreement shall be fully maintained, clean, in good condition, suitable for their intended purpose and operated by fully qualified and licensed personnel.
- c) The Contractor must provide the City with a list of towing equipment to be used in the execution of this contract including the make, model of chassis, year, winch capacity, vehicle tonnage, and towing capacity. A copy of the title of each wrecker to be used shall be provided upon request. All wreckers shall be properly licensed and inspected under Texas state law and properly permitted by the City of Watauga.
- d) When called upon by the City to provide wrecker service, the Contractor will remove vehicles with reasonable promptness, with the least practical obstruction of traffic, and without unnecessary damage to the vehicle or vehicles to be removed by the Contractor. Ninety percent (90%) of all Contractors' responses to a particular location shall not exceed thirty (30) minutes from the time of dispatch as measured by the City's dispatch center. If the Contractor's response time exceeds thirty (30) minutes and the Contractor has not notified the Watauga Police Department, the Contractor will have to provide full justification of the delay to the Police Chief by filing a performance report within five (5) days. If there is not justifiable cause for the delay, this Agreement may be terminated without notice.
- e) The Contractor shall completely remove from the site of an accident all resulting wreckage or debris, including all broken glass. This provision shall not require the removal of truck or vehicle cargos. The Contractor shall use sand or an oil absorbent material on areas where oil, antifreeze, or other fluids have leaked from a wrecked vehicle.
- f) The Contractor may remove no vehicle until an order is obtained from a Watauga Police Officer. In the event the Watauga Police Officer is required to leave the scene prior to the arrival of the Contractor's wrecker unit, the Watauga Police Officer shall leave the written order on the vehicle to be towed. The order shall include directions to where the vehicle is to be towed and whether such tow is at the request of the officer or the owner/operator of the vehicle.

- g) The Contractor will provide sufficient and suitable space for safe storage of all vehicles for which it is called upon to remove and store at its own storage facility that must be located in the City, or within three (3) miles of the City limits of the City of Watauga. The Contractor's storage lot(s) must accommodate a minimum of seventy-five (75) cars and be completely fenced with a six-foot industrial chain link or solid panel metal fence. If an area of a large lot is to be set aside to be used as the City's impoundment lot, this area must be fenced as described above with only the Contractor's authorized employees having access. All storage lot surfaces must be finished with an all-weather surface and adequately lighted for night time release of vehicles. The Contractor shall provide not less than four (4) enclosed and secured storage spaces where vehicles may be towed and stored for the Watauga Police Department for not less than seventy-two (72) hours during which time the Police Department can conduct inventory, inspection, forensic examination or investigation to determine the cause and reason for an accident or other matters related to criminal investigations. Each lot must be registered with the State of Texas and a copy of the registration must be on file with the City.
- h) The Contractor shall be responsible for any damage caused to the vehicle or equipment, and its contents, towed or stored by the Contractor. Upon receiving a complaint from any source concerning claimed damage to a towed vehicle or its contents, the Contractor shall submit a written performance report to the Watauga Police Department within two (2) working days of notification of the complaint.
- i) The Contractor must comply with all current City, State, and Federal rules and regulations for wrecker service and storage lot operations, including but not limited to the rules and regulations of the current Texas Tow Truck Act, Texas Litter Abatement Act, Texas Vehicle Storage Facility Act, Texas Motor Carrier Act, Texas Civil Statutes, Property Code, the Texas Uniform Act regulating public Highways, and Chapters 547, 548, 621, 623, 642, 643, and 683 of the Texas Transportation Code as set forth now and enacted in the future and shall remain current throughout the life of this Agreement.

#### IV CHARGES

- a) The Contractor shall charge no more for services than the prices set out in Attachment "A". Such charges shall be the only charges made for vehicles pulled or stored under the provisions of this contract and shall only be increased upon approval by the Watauga City Council.
- b) The Contractor agrees that any non-consent tows to the Watauga Police Department Headquarters for crime scene processing, and then towed to the Contractor's lot, shall be considered and charged as a single tow.

- c) The Contractor shall agree to tow City owned vehicles at no charge to the City up to eight (8) vehicles per calendar month. Any towing services over eight (8) per calendar month shall be charged the standard rates as set forth in Attachment "A".
- d) The Contractor shall agree to tow and provide storage for all vehicles at no charge to the City, wherein the City seeks forfeiture of such vehicles pursuant to the Texas Controlled Substances Act, or Chapter 59 of the Texas Code of Criminal Procedure.

V  
SURRENDER

The Contractor will surrender possession of any vehicle stored at its storage facility under the above provisions of this Agreement to the following parties only:

- a) To the City if notified by an authorized agent to the City that the vehicle is needed in connection with a threatened or pending civil or criminal proceeding; provided, however, that the City places a "hold" upon a vehicle is being stored at the Contractor's storage lot, said vehicle shall remain at the storage lot and not be sold or released to any party until such time as the City's "hold" is released;
- b) To the owner or other person lawfully entitled to possession of the vehicle upon consent of the Watauga Police Department and payment of the towing and storage fee properly chargeable against the vehicle under this Agreement;
- c) With the written consent of the Police Chief or the City Manager of the City, to the owner or other person lawfully entitled to the possession of the vehicle without requiring payment of any towing, storage, or service fee; or
- d) To a police department, when such vehicle is deemed to be an "abandoned motor vehicle" pursuant to Texas Transportation Code, Chapter 683, as now or hereafter amended, in order that said vehicle may be auctioned by the notified police department. The auction and proceeds thereof shall be in accordance with the provisions of Texas Transportation Code, Chapter 683, as now or hereafter amended. "Police Department" means the Watauga Police Department, the police department of any city, town, or municipality, acting under the general police power authority as vested in such department by its respective governing body, the police department of any institution of higher education, or the sheriff or a constable of any county.

VI  
LIST OF VEHICLES

The Contractor shall furnish a list of all vehicles taken into its possession under the provisions of the Agreement between the Contractor and the City. This shall include a description of the following:

- a) The make and model of the vehicle;
- b) The license plate number and year of issuance;
- c) The vehicle's identification number;
- d) The Contractor wrecker service's impound number, and;
- e) A detailed itemization of the contents, if any, found in or about the vehicle upon its removal and storage.

This list will be furnished to the Watauga Police Department as soon as practical after the Contractor takes such vehicle into its possession and removes and stores the vehicle in its storage facility. Said list shall include all vehicles, whether or not the vehicle is deemed abandoned or will be deemed abandoned under Texas Transportation Code, Chapter 683, or whether there is a City "hold" on the vehicle.

VII  
VEHICLES TO BE REMOVED

The Watauga Police Department shall call upon the Contractor to remove from a public street any vehicle that has become disabled, abandoned, or hazardous. The Watauga Police Department shall call upon the Contractor to remove from any public or private property any vehicle whether deemed abandoned or not, under the provisions of the Texas Transportation Code, Chapter 683, as now or hereafter amended, which is subject to removal by applicable law or ordinance.

VIII  
DRIVERS FOR CONTRACTOR

The Contractor agrees to maintain in his personnel file a traffic and driving record report on each wrecker driver that is updated annually. Such information shall be forwarded to the Chief of Police annually. The Contractor shall ensure that all drivers undertake their duties in a courteous and competent manner. Failure of the Contractor's drivers to comply with the provisions in this section shall be considered a material breach of this contract and may be grounds for termination of this contract.

**IX  
INDEMNITY AND HOLD HARMLESS AGREEMENT**

The City, its officers, agents, servants, and all employees shall stand indemnified by the Contractor as herein provided. The Contractor shall be deemed an independent contractor and operator responsible to all parties for its respective acts or omissions, and the City shall in no way be responsible therefore. The Contractor will indemnify and hold the City, its officers, agents, servants, and employees harmless against all claims arising out of the Contractor's operation under the provisions of this Agreement, and the exercise or enjoyment of the privileges herein granted.

The Contractor hereby agrees to assume complete responsibility for any claim of property damage or bodily injury or any other type of damage, injury, or liability which may directly or indirectly arise from the Contractor's performance, his company, employees and/or sub-contractors performance under the terms of this contract. The Contractor further agrees to hold harmless, release and defend the City from any and all claims of liability that directly or indirectly may arise under the terms of this contract. In addition, the Contractor waives any rights of subrogation against the City for any and all claims arising directly or indirectly from the terms of this contract.

**X  
INSURANCE**

The Contractor wrecker service shall maintain in force during the term of this Agreement public liability and property damage insurance on its wreckers and storage premises. The Contractor wrecker service shall submit evidence of, and keep in force throughout the duration of the contract term, insurance coverage in at least the following minimum amounts:

- a) Statutory Workers' Compensation Insurance and Employer's Liability Insurance at the following limits:
  - \$100,000 each accident
  - \$100,000 disease each employee
  - \$500,000 bodily injury/disease – policy limit
  
- b) Commercial General Liability Insurance including explosion, collapse, and underground coverage shall be provided as follows:
  - \$1,000,000 each occurrence
  - \$2,000,000 annual aggregate
  
- c) Automobile Liability Insurance shall be provided as follows:
  - \$500,000 bodily injury per person each accident
  - \$250,000 property damage
  - or
  - \$1,000,000 combined single limit each accident

- d) \$500,000 CSL automobile/garage liability,
- e) Cargo:
  - \$250,000 extra heavy
  - \$50,000 light/medium
- f) \$55,000 CSL uninsured/underinsured motorist;
- g) \$2,500 personal injury protection;
- h) \$300,000 garage keeper's legal liability, and;
- i) Building coverages

Certificates of insurance reflecting these coverages shall be furnished to the City at the commencement of this Agreement and on January 1<sup>st</sup> of each year during the Agreement and any other time upon request.

Said policies or certificates shall contain a provision that written notice of each cancellation of, or material change in the policy by the insurer shall be delivered to the City thirty (30) days in advance of the effective date thereof. At least ten (10) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed shall be filed with the City. The Contractor may obtain alternate forms of insurance coverage or indemnification contingent upon the written approval of the City.

## XI TERMINATION BY THE CITY

This Agreement may be terminated by the City and the Contractor shall be declared to be in default hereunder if the Contractor:

- a) Makes a general assignment for the benefit of creditors;
- b) Files a voluntary petition in bankruptcy;
- c) Defaults in the performance of any of the terms or conditions required herein to be kept and performed by the Contractor.

Failure to declare this Agreement terminated upon the default of the Contractor for any of the above reasons shall not operate to bar or destroy the right of the City to declare this Agreement null and void by reason of subsequent violation of the terms thereof.

## XII NOTICE OF TERMINATION

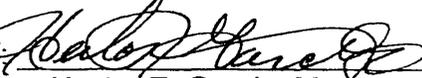
If any of the events enumerated in the above paragraph shall occur and after due notice to the Contractor, the Contractor has failed to cure or correct the same, the City may at any time thereafter during the continuance of said default, terminate this Agreement by notice in writing. This Agreement termination would be effective immediately or on the date specified in such notice. All written notices to the City hereunder shall be addressed to the City Secretary, City of Watauga, 7105 Whitley Road, Watauga, Texas 76148. All notices under this Agreement shall be deposited in the United States Postal Service Depository, properly addressed as aforesaid, postage fully paid, for delivery by registered or certified mail, return receipt requested.

XIII  
COMPLETE AGREEMENT

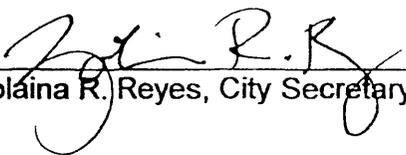
This Agreement may be amended or modified by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement. This instrument contains all commitments and agreements of the parties, and oral or written commitments not contained herein shall have no force or effect to alter any term or condition of this Agreement.

IN WITNESS HEREOF, the parties have hereto set their hand and seal this 28<sup>th</sup> day of October, 2013.

CITY OF WATAUGA

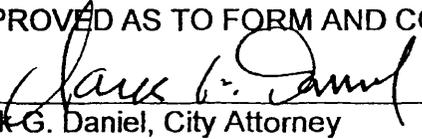
BY:   
Hector F. Garcia, Mayor

ATTEST:

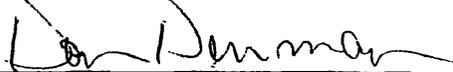
  
Zolaina R. Reyes, City Secretary



APPROVED AS TO FORM AND CONTENT:

  
Mark G. Daniel, City Attorney

AA WRECKER SERVICE

BY: 

ATTACHMENT "A"  
CITY OF WATAUGA  
WRECKER SERVICE AND STORAGE FEE

Item	Description	Charge
1.	Base charge for authorized police tows with a tow truck rating of up to ¾ tons (normal tow truck) within 2 miles of the City limits	\$135.00
2.	Additional charges after base charge.	
	Use of dolly	\$35.00
	Drop drive shaft	\$35.00
	Waiting time (after initial 15 minutes)	\$100.00/per hour
	Winch time (after initial 15 minutes)	\$100.00/per hour
3.	Base charge for tows requiring rollback with a tow truck rating to ¾ tons within 2 miles of the City limits	\$135.00
4.	Mileage rate paid one-way only	\$3.50 per mile
5.	Base charge for heavy duty tows	\$220.00 per hour with 2 hour minimum
	Mileage rate paid one way only	\$0.00
6.	Additional charges after base charge for tows requiring a heavy duty truck:	
	Waiting time (after initial 15 minutes)	\$0.00
	Winch time (after initial 15 minutes)	\$0.00
7.	Motorcycles moved on trailer	\$135.00 plus \$35.00 for trailer
8.	Flat bed trailer up to 16-foot	\$135.00
9.	Extra manpower (per person)	\$35.00 per hour
10.	Roadside service (ex: tire change)	\$60.00
11.	Fuel service charge	Not to exceed 10.38%
12.	Labor – small/medium duty	\$100.00
13.	Preservation fee (state imposed fee)	\$20.00
14.	Notification fee (state imposed fee)	\$50.00
15.	Daily storage fee:	
	Up to 25ft.	\$20.00
	Over 25ft.	\$35.00
16.	City vehicle tow up to 1 ton (after initial 8 per month)	\$40.00 plus \$1.75 per mile outside City limits
17.	City vehicle tow 1-5 tons	\$80.00 plus \$1.75 per mile outside City limits
18.	City vehicle tow over 5 tons	\$150.00 plus \$2.50 per mile outside City limits



## AGENDA MEMORANDUM

**DATE:** November 21, 2016

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Deby Woodard, Assistant Director of Finance *Deby Woodard*

**THROUGH:** Greg Vick, City Manager *GV*

**SUBJECT:** Consideration and Approval of Miscellaneous Concrete Work as Needed Utilizing the Haltom City Bid # B2017-311-001

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### **BACKGROUND/INFORMATION:**

The City of Watauga outsources various concrete work as needed which includes items such as sidewalk repair, curb and gutter repair, and driveway repair. Previously, the City has utilized cooperative programs for this service.

The City of Watauga has an inter-governmental agreement in place allowing us to utilize bids with other government entities. On November 14, 2016 Haltom City approved Bid # 2017-311-001 which awarded Reliable Paving for miscellaneous concrete work as needed. This bid award is for one year with the option to renew for one additional twelve-month period.

Staff requests approval by Council to utilize this contract as needed by the various departments.

### **FINANCIAL IMPLICATIONS:**

Funds are available and budgeted in the 2016-2017 Fiscal Year Budget.

### **RECOMMENDATION/ACTION DESIRED:**

Approval of the purchase of miscellaneous concrete work utilizing the Haltom City Bid # 2017-311-001 as needed.

### **ATTACHMENTS/SUPPORTING DOCUMENTATION:**

- 1) Haltom City Council Memorandum/Resolution
- 2) Haltom City Bid # 2017-311-001 Document – Reliable Paving Response

## CITY COUNCIL MEMORANDUM/RESOLUTION

**City Council Meeting:** November 14, 2016

**Department:** Finance/Purchasing

**Subject:** Bid Award – Bid No. B2017-311-001 –  
Miscellaneous Concrete  
Improvements

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### BACKGROUND

On October 27, 2016, a bid was received, opened and read aloud to provide the City with annual miscellaneous concrete work with an option for one additional year period. This work typically includes the replacement of sections of concrete pavement, curbs and gutters, driveway approaches and ramps. Bid notifications were sent directly to nine (9) concrete vendors of which seven (7) are known to provide this specific type of work. Four (4) of these vendors have provided concrete bids to the City of Haltom City in the past. Additionally, a Bid notification was run two (2) separate weeks in the Fort Worth Star Telegram.

### FISCAL IMPACT

The thought behind making an annual award based on the volume of work estimated to be needed by the City, is that the lowest responsible bidder should be able to provide better pricing to the City if this bidder knew they would be the City's concrete supplier for at least a full year. The contract will be issued on as an "as needed" basis.

As indicated above, one bid was received at the close of the bidding process and is referenced below:

Contractor	Grand Total
Reliable Paving	\$1,055,250.00

Financing for the concrete work will be provided primarily from the Street Reconstruction Fund, Capital Improvements Fund, Water and Sewer Capital Projects Fund and Drainage Capital Projects Funds on a project by project basis.

Because there was only one bid, staff has looked at the individual Bid Items in the Bid Schedule and compared the cost of these items with the 2014 (which is the most recent "miscellaneous annual concrete contract") bid award. On average, overall the current Bid Items are roughly 12.2% greater from two (2) years ago. Reliable Paving has indicated

that the main reason for the price increase is due to the increase in the cost that they are paying for concrete.

### RECOMMENDATION

Staff recommends the City Council award Bid No. B2017-311-001 for miscellaneous concrete improvements to Reliable Paving with the option to renew for one additional twelve-month period if so desired by the City.

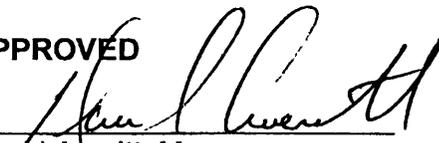
In addition, Staff recommends the City Manager be expressly authorized to execute any and all change orders within the amounts set by state and local law.

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HALTOM CITY:

That the above stated Staff recommendations are hereby approved and authorized.

**PASSED AND APPROVED** at a regular meeting of the City Council of the City of Haltom City, Texas this 14<sup>th</sup> day of November, 2016, at which meeting a quorum was present, held in accordance with the provisions of V.T.C.A., Government Code, §551.001 *et seq.*

APPROVED

  
\_\_\_\_\_  
David Averitt, Mayor

ATTEST:

  
\_\_\_\_\_  
Art Camacho, City Secretary

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Wayne Olson, City Attorney





**CITY OF HALTOM CITY  
SPECIFICATIONS AND BID DOCUMENTS  
FOR  
ANNUAL MISCELLANEOUS CONCRETE IMPROVEMENTS**

**BID # RFB 2017-311-001**

COPIES OF THESE SPECIFICATIONS MAY BE OBTAINED AT NO CHARGE  
FROM:

CITY OF HALTOM CITY  
PURCHASING DEPARTMENT  
5024 BROADWAY AVENUE  
HALTOM CITY, TX 76117  
[purchasing@haltomcitytx.com](mailto:purchasing@haltomcitytx.com)

## **ADDENDUM No. 1**

### **BID # RFB 2017-311-001 ANNUAL MISCELLANEOUS CONCRETE IMPROVEMENTS**

**OWNER:** City of Haltom City  
Tarrant County, Texas

**BID:** BID # RFB 2017-311-001  
ANNUAL MISCELLANEOUS CONCRETE IMPROVEMENTS  
(annual contract with option for an additional one-year period)

**Date:** October 17, 2016

**This addendum modifies, extends and forms a part of the Contract described above. The original Contract Documents and any prior addenda remain in full force and effect except as modified by the following which shall take precedence over any contrary provisions in the prior documents. The following items shall be modifications to or clarifications of the construction plans/drawings and specifications, and shall become a part of the Contract Documents.**

1. Replace **Section 15: "PAYMENT AND PERFORMANCE BONDS"** on Page 7 of the SPECIFICATIONS AND BID DOCUMENTS booklet with the following:

#### **15. PAYMENT AND PERFORMANCE BONDS**

The successful bidder must initially furnish performance and payment bonds with the appropriate "powers of attorney" in the amount of \$250,000 from a corporate surety authorized (licensed) by the State of Texas and acceptable to the City.

If successful bidder is anticipated to exceed \$250,000 worth of work prior to the one-year anniversary of the contract award, such Contractor shall obtain additional performance and payment bonds (or Bond Riders) in the amount of: \$250,000 divided by the number of "months into the contract" times the number of "months remaining on the contract".

**Example:** \$250,000 is anticipated to be expended at the end of 10 months.

$\$250,000 / 10 \times 2 = \$50,000$ ; in this example, the Contractor would need to either obtain additional performance and payment bonds in the amount of \$50,000 or Performance and Payment Bond Riders in the amount of \$50,000.

**Note:** Performance and payment bonds will not be required on contracts that do not exceed the annual sum of \$25,000.

CITY OF HALTOM CITY, TEXAS

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Janet Carver  
Purchasing Agent

**ALL BIDDERS WILL NEED TO ACKNOWLEDGE RECEIPT  
OF THIS ADDENDUM ON PAGE 11 OF THE SPECIFICATIONS AND  
BID DOCUMENTS BOOKLET.**

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## INVITATION TO BID

### 1. RECEIPT AND OPENING OF BIDS

The City of Haltom City (herein called the "Owner) invites bids for an annual contract to provide Miscellaneous Concrete Improvements. Award will be made for primary and secondary contractors for a period of twelve months with one (1) option for renewal for an additional one (1) twelve- month period if mutually agreed upon by both parties. The general intent of this contract is to provide concrete repairs and replacement as required for the Public Works Department of the City of Haltom City.

Sealed bids will be received by the Owner at City Hall, 5024 Broadway Avenue, Haltom City, Texas, until **3:00 p.m., October 27, 2016** and publicly opened and read aloud. Two (2) copies of the bid, plainly marked "original" and "copy", must be submitted in a *sealed* envelope and addressed as follows:

Purchasing Agent  
City of Haltom City  
5024 Broadway Avenue  
Haltom City, TX 76117

**RFB 2017-311-001**  
**Annual Miscellaneous Concrete Improvements**

The Owner may consider rejecting any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after bid opening.

It will be bidder's responsibility to allow sufficient time to insure delivery by the date and time specified. Bids received after **3:00 p.m., October 27, 2016** will be considered ineligible and returned unopened. It shall be the responsibility of each vendor to ensure his/her bid is turned in to the City of Haltom City on or before the above-specified official time. The City reserves the right to postpone the date and time for opening of bids at any time prior to the date and time advertised and as referenced above.

The City of Haltom City reserves the right to reject any and all bids and act in the best interest of the City of Haltom City.

## **2. QUALIFICATION OF BIDDER**

Each bidder shall be skilled and regularly engaged in the general class of type of work called for under this contract. The bidder's experience shall be submitted on the form provided in the specifications. The experience must include, at a minimum, taking and reading elevation profiles, setting new grades to gutter specifications, placement of concrete curb and gutter, valley gutters, driveways, sidewalks and handicap ramps.

It is the intent of the City to award a contract to a bidder who furnishes satisfactory evidence that the bidder has the experience, ability, sufficient capital, facilities and equipment to prosecute the work successfully and properly and to complete it within the time specified for each type of work.

The Owner shall make such investigations as he deems necessary to determine the ability of the bidder to perform the work. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and therefore to complete the work as described in the specifications. Conditional bids will not be accepted.

## **3. QUESTIONS, CLARIFICATIONS, ETC. REGARDING THIS REQUEST FOR BIDS**

Any questions, clarifications, etc. regarding the initial "SPECIFICATIONS AND BID DOCUMENTS FOR ANNUAL MISCELLANEOUS CONCRETE IMPROVEMENTS - RFB 2017-311-001" and/or any addendums shall be directed towards the Purchasing Agent. The City shall not be bound by any statements made by any other employees.

## **4. ANNUAL CONTRACT**

This contract is an annual contract and as such, the approximate quantities are estimates of work that is anticipated to occur. Bidders shall have no expectation that all of the quantities and/or bid items will be used under this contract. Recent history indicates that in 2015-2016, the City expended approximately \$200,000 off of the Annual Miscellaneous Concrete Improvements Contract and in 2014, the City also expended approximately \$200,000, to date, off of the Annual Miscellaneous Concrete Improvements Contract.

## **5. WARRANTY OF WORK PERFORMED**

Successful Contractor will be required to guarantee all work performed at each location for a two (2) year period. Warranty period will begin on the date work is accepted by the Public Works Department. Contractor will be required to sign a warranty form for each location of work. Form will be supplied by the City (see page13 for sample form).

## **6. CONDITIONS OF WORK**

At the time of the opening of bids each bidder will be presumed to have inspected the site(s) and informed himself fully of the conditions relating to the completion of the project, to have read and is thoroughly familiar with the plans and contract documents (including all addenda). Failure to do so will not relieve the successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract. The Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

## **7. NOTICE OF SPECIAL CONDITIONS**

Attention is particularly called to those parts of the contract documents and specifications, which deal with the following:

- i. Warranty of work performed (Item 3 above)
- ii. Bonds, Insurance and Indemnity
- iii. Workers Compensation Insurance (see General Conditions, Item 14, page 34 and Attachment B)

## **8. LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

All bidders will be required to comply with Chapter 2258, Prevailing Wage Rates of Vernon's Texas Codes Annotated with respect to the payment or prevailing wage rates. This applies to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under the public supervision or direction. It shall be the responsibility of the successful bidder(s) to obtain the proper wages for Tarrant County for the type of work defined in these bid specifications.

## **9. METHOD OF AWARD**

This contract shall be awarded for the *best* bid submitted by a responsible bidder meeting the requirements of the City of Haltom City. In submitting a bid, Bidders verify their bid will be valid for sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the

responsibilities of the bidder. No combined or conditional bids will be accepted.

#### **10. WORK ORDER CHANGES**

It is agreed that the quantities of work to be done at unit prices and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Public Works Superintendent, to complete the work fully as planned and contemplated. All work is to be performed as provided for in the specifications. The Owner reserves the right to increase or decrease the amount of work to be done by any amount deemed necessary. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the Public Works Superintendent for approval.

Any change order shall be approved by the City of Haltom City's designated representative prior to work being started on said change. The Owner reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

#### **11. UNIT PRICES AND EXTENSIONS**

All work performed will be paid at the accepted bid per unit price. If unit prices and their extensions do not coincide, the City may accept the bid for the lesser amount.

#### **12. FINANCIAL STATEMENT**

If requested by the City, the bidder shall provide a current financial statement audited by a Certified Public Accountant (CPA).

#### **13. CLAIMS AND DAMAGES**

The Contractor agrees to assist and cooperate with its insurance carrier in the investigation and review of all third-party claims. In the event the Contractor fails to assist and cooperate with its insurance company, the City reserves the right and option to withhold a sum from the next payment due the Contractor or its final payment equal to a reasonable sum equivalent to the claim. In the event the Contractor continues its failure to assist and cooperate with its insurance company for a period of thirty (30) days after the City notifies it that the City has withheld such amount, the City reserves the right and option to resolve and settle the claim with said funds. Any funds in excess of the amount necessary to settle the claim shall be paid to the Contractor.

#### 14. CONFLICT OF INTEREST

Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, Suppliers or Respondents who meet the following criteria must fill out a conflict of interest Questionnaire no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposals or bids, correspondence or another writing related to a potential agreement with the City:

A Supplier or Respondent that:

- i. contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- ii. is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. As for enforcement to ensure the veracity of the Suppliers, the statute makes it a Class C Misdemeanor to violate the Supplier disclosure provisions.

Additional information and the form to be used to file this notice can be found at:

[www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm)

By submitting a response to this Bid/RFP, supplier, contractor or person represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

#### 15. PAYMENT AND PERFORMANCE BONDS

The successful bidder must furnish performance and payment bonds with the appropriate "powers of attorney" in the amount of one hundred percent (100%) of the contract total maximum price from a corporate surety authorized (licensed) by the State of Texas and acceptable to the City.

**Note:** Performance and payment bonds will not be required on contracts that do not exceed the annual sum of \$25,000.

**BID FORM – RFB 2017-311-001**

Item No.	Approx. Quantity	Item Description	Unit Bid Price	Extended Bid Price
1.	1,250 SY	8" Class "C" Reinforced pavement (3,600 psi) Light broom finish required AND saw-cut & seal	\$ <u>55.00</u>	\$ <u>68750.00</u>
2.	1,250 SY	6" Quick Set Concrete – Reinforced pavement (4,500 psi) Light broom finish required	\$ <u>58.00</u>	\$ <u>72500.00</u>
3.	1,250 SY	8" Class "C" Reinforced pavement (3,600 psi) Light broom finish required (NO saw-cut & seal)	\$ <u>58.00</u>	\$ <u>72500.00</u>
4.	1,250 SY	8" Quick Set Concrete – Reinforced pavement (4,500 psi) Light broom finish required (NO saw-cut & seal)	\$ <u>62.00</u>	\$ <u>77500.00</u>
5.	4,700 SY	6" Class "C" Concrete Curb and Gutter (3,000 psi) / 24" Width Light broom finish required	\$ <u>24.00</u>	\$ <u>112800.00</u>
6.	8,000 SY	6" Class "C" Concrete Curb and Gutter (3,000 psi) / 30" Width Light broom finish required	\$ <u>25.00</u>	\$ <u>200000.00</u>
7.	1,000 SY	6" Reinforced Concrete Driveway Approach Light broom finish required	\$ <u>54.00</u>	\$ <u>54000.00</u>
8.	5,200 SY	4" Reinforced Concrete Sidewalk (3,000 psi) / 4' Wide Light broom finish required	\$ <u>20.00</u>	\$ <u>104000.00</u>
9.	2,000 SY	4" Reinforced Concrete Sidewalk (3,000 psi) / 5' Wide Light broom finish required	\$ <u>24.00</u>	\$ <u>48000.00</u>
10.	1,000 SY	4" Reinforced Concrete Sidewalk (3,000 psi) / 5' Wide <i>Installed at Back of Curb</i> (See Construction Detail in Attachment A) Light broom finish required	\$ <u>25.00</u>	\$ <u>25000.00</u>

BID FORM – RFB 2017-311-001 (Continued)				
Item No.	Approx. Quantity	Item Description	Unit Bid Price	Extended Bid Price
11.	300 SY	5" Reinforced Concrete Sidewalk (3,000 psi) / Variable Width Light broom finish required	\$ <u>48.00</u>	\$ <u>14,400.00</u>
12.	100 SY	6" Stamped Single Color Concrete (3,000 psi)	\$ <u>88.00</u>	\$ <u>8,800.00</u>
13.	100 SY	4" Stamped Single Color Concrete (3,000 psi)	\$ <u>80.00</u>	\$ <u>8,000.00</u>
14.	15 EA	Barrier-Free Ramp	\$ <u>1200.00</u>	\$ <u>18,000.00</u>
15.	300 LF	Retaining Walls – up to 18" in Height	\$ <u>50.00</u>	\$ <u>15,000.00</u>
16.	200 LF	Retaining Walls – 18" to 3' in Height	\$ <u>80.00</u>	\$ <u>16,000.00</u>
17.	10 EA	Concrete Storm Drain Inlets – 10' in Length	\$ <u>6000.00</u>	\$ <u>60,000.00</u>
18.	10 EA	Concrete Storm Drain Inlets – 15' in Length	\$ <u>8000.00</u>	\$ <u>80,000.00</u>
<b>GRAND TOTAL</b>				\$ <u>1,257,250.00</u>

**NOTE:** For the above bid items that require concrete placement, City Crews will get the subgrade close to grade (+/- 1.5"); however, it shall be the Contractor's responsibility to get the top of subgrade to the exact grade at his/her cost prior to placing concrete.

ALTERNATE BIDS				
Item No.	Approx. Quantity	Item Description	Unit Bid Price	Extended Bid Price
1.	4,700 SY	Remove Existing Curb & Gutter and Site Preparation	\$ <u>14.00</u>	\$ <u>65,800.00</u>
2.	1,000 SY	Remove Existing Concrete Drive Approach, Pavement and Site Preparation	\$ <u>40.00</u>	\$ <u>40,000.00</u>
3.	1,250 SY	Remove Existing Concrete Pavement and Site Preparation	\$ <u>40.00</u>	\$ <u>50,000.00</u>
4.	2,000 SY	Remove Existing 4" Concrete Sidewalk and Site Preparation	\$ <u>40.00</u>	\$ <u>80,000.00</u>
5.	4,000 SY	Remove Existing Base Rock When City Crews Previously Removed Concrete for Above Alternate Bid Item Nos. 1 - 4 and Site Preparation	\$ <u>10.00</u>	\$ <u>40,000.00</u>
6.	2,000 SY	6" Topsoil and Solid Block Grass Sod Installation	\$ <u>10.00</u>	\$ <u>20,000.00</u>

**Secondary Award:** Would you (the vendor) be willing to accept the award for Secondary Contractor to provide miscellaneous concrete improvements in absence of the primary contractor? Prices would remain the same as those submitted in your bid documents. Yes (Yes/~~No~~)

If no, please explain:

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The Undersigned, in submitting this bid, represents:

- i. Bidder has read and fully understands the Special Conditions, Specifications and the General Terms and Conditions and is fully informed respecting the pertinent circumstances, preparation and contents of the attached bid; this bid is in strict accordance with the conditions and specifications set forth and proposes to furnish all equipment/service at the prices quoted herein, after notice of contract award. There will be at no time a misunderstanding as to the intent of the specifications or conditions to be overcome or pleaded after bids are opened.
- ii. Bidder is an equal opportunity employer, and will not discriminate with regard to race, color, national origin, age or sex in the performance of this contract.

Receipt is acknowledged of the following addenda:

Addendum #1  Received 10/17/2016

Addendum #2  Received

Addendum #3  Received

The Contractor hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given, and to complete the work at each project location in a timely manner, subject to conditions as provided by the General and Special Conditions.

Respectfully Submitted,

Signed:  10/20/2013  
Date

Printed Name: CHARLES H. HUNT

Title: PRESIDENT

Company: RELIABLE PAINTS

Address: 1903 N. JAYCO

ARLINGTON, TX, 76010

Telephone: 817 467 0779

Fax: 817 467 9148

Address: AS ABOVE

Submitted by: RELIABLE PAINTS, INC

Doing Business As: RELIABLE PAINTS, INC

SEAL  
(If Bidder is a Corporation)

an individual  
a partnership  
a corporation

**SAMPLE WARRANTY**

DATE: \_\_\_\_\_, 2016

OWNER: CITY OF HALTOM CITY, TEXAS

PROJECT LOCATION: \_\_\_\_\_

We, \_\_\_\_\_, as an installation contractor for the above project, do hereby guarantee that for a period of two (2) years from the acceptance date by Owner, the above construction/repair work will be and remain free from all defects in workmanship and materials and that it will comply with all the specific requirements of the specifications governing the work under our Contract for the above project.

It is further understood and agreed between ourselves that if any of the above work becomes defective as the result of defective materials or workmanship furnished by the undersigned, during this two (2) year period, we will, entirely at our expense, repair or replace it with new work meeting all the requirements of the specifications and will bear removal and replacement of any of the work covered by the guarantee, also all cost for damage, travel expenses and all labor in connection therein.

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**City of Haltom City  
Owner**

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

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

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

Title: City Manager

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

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

**ATTEST:**

**ATTEST:**

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

\_\_\_\_\_  
Title: City Secretary



**PERFORMANCE BOND (Continued)**

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute(s) to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement with increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
*(Principal)*

\_\_\_\_\_  
*(Surety)*

By \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PERFORMANCE BOND (Continued)**

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

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**PAYMENT BOND (Continued)**

singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute(s) to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement with increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Surety)

By \_\_\_\_\_

By \_\_\_\_\_

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**NON-COLLUSION AFFIDAVIT OF BIDDER**

State of Texas County of TARRANT

Charles M. Long verifies that:  
(Name)

(1) He/She is (owner, partner, officer, representative, or agent) of  
Reliable Paving Inc. President  
(Company Name)

The Bidder has submitted the attached bid;

(2) He/She is fully informed respecting the preparation and contents of the attached bid and all the pertinent circumstances respecting such bid;

(3) Neither said bidder nor any of its officers, partners, agents, employees, or parties in interest, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted, and the price or prices quoted in the attached bid are fair and proper.

Charles M. Long  
SIGNATURE

CHARLES M. LONG - PRESIDENT  
PRINTED NAME

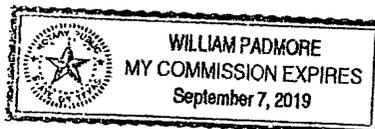
Subscribed and sworn to before me this

26 day of Oct 2016.

William Padmore  
NOTARY PUBLIC in and for

TARRANT County, Texas.

My commission expires 9-7-19



**THIS FORM MUST BE COMPLETED, NOTARIZED  
AND  
SUBMITTED WITH BID**

**STATEMENT OF RESIDENCY**

Is your principal place of business in the state of Texas?

                      
YES

                      
NO

If "NO" state address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

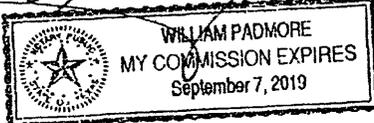
If "YES" state address

*RELIABLE PAINTS, INC*  
*1032 N. POPE*  
*HOUSTON TX 76001*  
\_\_\_\_\_  
\_\_\_\_\_

Definition:

"Non-Resident Bidder" - A bidder whose principal place of business is not in the state of Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

"Resident Bidder" - A bidder whose principal place of business is in the state of Texas and includes a contractor whose ultimate parent company or majority owner has its principal place of business in the state of Texas.

*William Padmore*  


**CONTRACTOR INFORMATION**

Name of Firm

RELIABLE PAVING, INC

Type of Firm:

Corporation  Sole Proprietorship \_\_\_\_\_ Other \_\_\_\_\_

Address

1913 N. FAYO

ALLINGTON TEXAS 76001

Phone Number 817 467 0779

Fax Number 817 467 9148

Number of years in business 33

Names of Principals:

President: CHARLES M. LONG

Vice-President: MARK HINDSON, PAUL DONALDSON

Secretary: CHARLES M. LONG

Treasurer: CHARLES M. LONG

I.R.S. Number: 752333499

A list of all previous experience with similar type and size projects must be submitted with bid. List must include company name, contact, contact phone number and type of project. A similar list must also be submitted for all sub-contractors proposed to complete work under this agreement.

**SUB-CONTRACTOR INFORMATION**

Name of Firm

\_\_\_\_\_ *1. L. ...* \_\_\_\_\_

Type of Firm:

Corporation \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_ Other \_\_\_\_\_

Address

\_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Number of years in business \_\_\_\_\_

Names of Principals:

President: \_\_\_\_\_

Vice-President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

I.R.S. Number: \_\_\_\_\_

**Note:** A separate form must be completed for each subcontractor.

A list of sub-contractor experience with similar type and size projects must be submitted with bid.

## **SPECIAL CONDITIONS**

1. Notice of award of contract shall be given by the OWNER within sixty (60) days following opening of bids.
2. Bidders should carefully examine the plans, specifications and other documents, visit the site of work and fully inform themselves as to all conditions and matters, which can in any way affect the work or the costs thereof.
3. Bidders desiring further information, or interpretation of the plans or specifications must make the request in writing to the City Engineer 48 hours prior to bid opening dated time. Answers to all requests will be furnished in writing, in addendum form and shall be made a part of the bid documents. No other explanation or interpretation will be considered official or binding. Should a bidder find discrepancies in or omission from, the plans and specifications they should at once notify the City Engineer.
4. Within ten days of receipt of notice of award successful Contractor must provide proof of all insurance coverage requested in the General Conditions. The City reserves the right to request any other insurance coverage as may be required by each project.
5. If the Contractor wishes to work more than thirty minutes per day overtime, approval must be acquired from the Public Works Superintendent 24 hours in advance and Contractor must agree to pay the City for the inspectors' time at the rate seventy-five dollars (\$75.00) per hour. If the Contractor arranges to work on a weekend and for any reason does not or cannot work, he will be responsible for a minimum of two hours pay for the inspector.
6. In case of conflict or discrepancies between the various parts of the contract documents the priority order of precedence shall be as follows: Plans; Contract; Pay Item Specifications; appropriate City Ordinance; General Terms; latest revisions of Standard Specifications for Construction, Texas Department of Transportation; and then the North Texas Council of Governments Standard Specifications for Public Works Construction.
7. Contractor covenants and agrees to, and does hereby, indemnify, hold harmless and defend the OWNER, its officers, agents, and employees, from and against any and all claims or suits for property damage or loss and/or personal injury, including death, to any and all persons, arising out of, or in connection with, the work and services to be performed hereunder by Contractor, its officers, agents, employees, contractors, subcontractors. Contractor does hereby covenant and agree to assume all liability and responsibility of Owner, its officers, agents and employees for property damage

or loss and/or personal injury, arising out of or in connection with, the work and services to be performed hereunder by the Contractor.

In the event a written claim for damages against the Contractor or its subcontractors remains unsettled at the time all work has been completed to the satisfaction of the Streets Supervisor, final payment shall not be recommended for a period of thirty days after the date of final inspection. Contractor must submit written evidence to the Streets Supervisor that the claim has been settled and a release has been obtained or proof that good faith efforts have been made to settle such outstanding claims, and that such good faith efforts have failed.

The City Engineer may, if he deems it appropriate, refuse to accept bids on other City projects from a Contractor against whom a claim for damages is outstanding as a result of work performed under a City contract.

8. The location of underground facilities indicated on the plans is taken from public records. It is the Contractor's responsibility to make arrangements with the owners of such underground facilities prior to working in the area to confirm the locations and to determine whether any additional facilities may be present. Contractor shall preserve and protect all underground facilities.
9. Contractor shall be responsible for placing all necessary barricades to conform to TXDOT Standards.
10. The Contractor shall provide one person with the authority to make decisions to be in charge of the project at all times. The person shall be at the work site at all times to coordinate all phases of the work.
11. The Contractor may obtain water, at his cost, from any City fire hydrant by placing a deposit with the City of Haltom City Water Department for a fire hydrant meter. An approved fire hydrant wrench must be used to turn water on. Water shall not be obtained from a residential faucet.
12. Primary Contractor – A work order will be issued by the Public Works Department for repairs. The primary contractor will have **10 working days** to complete the work order.

The primary contractor may refuse the work order due to existing work load or other circumstances and therefore the Public Works Department shall use the secondary contractor.

13. Secondary Contractors – A secondary contractor will be used when the primary contractor cannot accomplish the requested work order within 10 consecutive days or when the primary contractor has refused the work order due to work

load. The 10 days shall start once the work order is issued to the contractor by the Public Works Department.

14. If after notification of the work order has been given to the primary or secondary contractor and the contractor fails to acknowledge the issuance of the work order within 24 hours during the Monday-Friday work week, the Public Works Superintendent shall notify the contractor by written notification that the contractor is not meeting the contract agreement.
15. The contractor (primary or secondary) shall notify the Public Works Department daily as to which works orders or projects they are working on. If the contractor is not working in the City, the contractor shall notify the Public Works Department.
16. All construction work shall be inspected by the Construction Inspector. No Portland concrete shall be placed until an inspection is done by the Public Works Department. If the contractor fails to have the work inspected before the concrete is in place, the contractor shall remove the concrete at the contractor's expense.
17. All material and construction work shall conform to the applicable specification if the City of Haltom City, the North Central Texas council of Governments, "Standard Specifications for Public Works Construction", 4<sup>th</sup> edition, the referenced specifications contained in the TXDOT Standard Specifications for Construction of Highways, Streets and Bridges, 2004, and applicable City of Haltom City "Standard Details of Construction".
18. The contractor shall notify a one-call utility notification center and the City of Haltom City Utility Department to locate all utility lines and facilities prior to the start of construction. Confirmation numbers shall be noted on the work order.

## PAY ITEM SPECIFICATIONS

Construction shall be in accordance with the plans, contract documents and the provisions found in the most current City of Haltom City Specifications for the Construction of Streets and Specifications for the Design and Construction of Curb & Gutters, Driveways, Sidewalks and Valley Gutters, which are hereby made a binding part of the contract documents. Actual printed material will only be included in the executed copies of the contract. Copies of the above referenced specifications are available from the Public Works Department.

### GENERAL INFORMATION:

The general intent of this contract is to provide concrete repairs and replacement as required for the Street Division of the City of Haltom City. Award may be made for primary and secondary contracts. If these terms are not agreeable to Contractor, please provide explanation in the space provided on the bid form.

There are specific items at specific locations listed in the contract under Project Locations.

**The Street Division and/or Construction Inspector (Phone Number 817-834-9036) shall have the responsibility of the supervision of the construction.** All lines, grades, subgrade and reinforcing steel placement must be checked by the Streets Supervisor or the Construction Inspector.

### GENERAL SPECIFICATIONS:

The Contractor shall be responsible for all costs to construct pay items and must furnish their own dumpsite for waste material removed.

Deviations from the City of Haltom City's Standard Details of Construction, Attachment A or to the referenced Specifications must be approved by the Streets Supervisor, Construction Inspector or the City Engineer prior to proceeding with construction.

Curb and gutter or any other type of concrete repair that is constructed by the Contractor, which pond water more than 1/4-inch in depth shall be removed and replaced at the sole expense of the Contractor, including all labor and materials. At locations where grade (fall) is critical, the Contractor will be allowed (and encouraged) to test the flow of gutter lines with a small amount of water prior to the concrete attaining a final set. Grinding to eliminate ponding will be allowed on a very limited basis. Contractor will not be allowed to use grout or other concrete patch matching material to correct grade breaks or to refinish exposed concrete aggregate.

Forms shall remain in place a minimum of twenty-four (24) hours after placing of concrete, and must be removed, by Contractor, within forty-eight (48) hours. If forms are not removed within forty-eight hours, they will be removed by Haltom City, and a fee equal to 25% of the project cost will be assessed and withheld from final payment.

The Contractor will be responsible for all labor, materials and equipment required to protect the construction area with barricades and signs.

Contractor shall submit to the Streets Supervisor an elevation profile for each specific repair location.

The City of Haltom City Street Division will furnish asphalt for all street repairs.

The City of Haltom City will supply sand or fill material for street repairs; however, the contractor will be responsible for the equipment, spreading, leveling up, and grade establishment for all repairs.

The unit price bid for each item, 1 through 17, shall be full compensations for all labor, equipment, tools, materials, curing compound and incidentals necessary to complete the work. All work for each item must be in accordance with these Plans, Specifications and the City of Haltom City Ordinances and Design Manual and the Standard Specifications for Public Works Construction for North Central Texas. All work is to be done in accordance with the drawings in these documents and/or per the drawings titled "Attachment A".

Retaining walls shall be constructed in accordance with "Texas Department of Transportation FORT WORTH DISTRICT CONCRETE SIDEWALK DETAILS # CSWD-08 (FW)".

#### **ALTERNATE BID PAY ITEMS**

It is the intention of the City to use the following alternate bid items in situations where the City resources do not allow for a timely removal of concrete, site preparation or final landscaping.

##### **NO. 1: Remove Existing Concrete Curb & Gutter and Site Preparation 4,700 SY at Various Locations**

Remove and dispose of existing concrete curb and gutter and prepare site for concrete to include leveling and two inches (2") of cushion sand.

##### **NO. 2: Remove Existing Concrete Drive Approach, Pavement and Site Preparation 1,000 SY at Various Locations**

Remove and dispose of existing concrete drive approach and pavement and prepare site for concrete to include leveling and two inches (2") of cushion sand.

**NO. 3: Remove Existing Concrete Pavement and Site Preparation  
1,250 SY at Various Locations**

Remove and dispose of existing concrete pavement and prepare site for concrete to include leveling and two inches (2") of cushion sand.

**NO. 4: Remove Existing 4" Concrete Sidewalk and Site Preparation  
2,000 SY at Various Locations**

Remove and dispose of existing concrete sidewalk and prepare site for concrete to include leveling and two inches (2") of cushion sand.

**NO. 5: Remove Existing Base Rock When City Crews Previously Removed  
Concrete for Above Alternate Bid Item Nos. 1 – 4 and Site Preparation  
2,000 sq. yd. at various locations**

Remove and dispose of base rock and prepare site for concrete to include leveling and two inches (2") of cushion sand.

**NO. 6: 6" Topsoil and Solid Block Grass Sod Installation  
2,000 SY**

This item consists of the work and materials required to place six inches (6") of topsoil and solid block Bermuda or Raleigh St. Augustine grass sod on all areas disturbed during construction, not covered by pavement. Topsoil shall be placed to conform to the lines and grades as required.

## NON-PAY ITEMS SPECIFICATIONS

1. The contractor is responsible for damage to property restoration (yards, street right-of-ways) to include backfilling, mail boxes, irrigation systems, sprinkler heads, sign posts, signs or any other structures located on property or in the street right-of-way. The contractor is responsible for readjustment of sprinkler heads, mailboxes or any landscaping to match new grades at the repair site.

If yard is equipped with a sprinkler system, caution should be taken to preserve the system. If a portion of the sprinkler system is damaged, it will be the responsibility of the Contractor to repair or replace all broken parts and have the owner test the repaired system. No direct payment shall be made for the yard restoration. Payment shall be included in the unit price bid for related items.

2. Impervious membrane curing compound shall be applied uniformly to the concrete promptly after the surface water sheen has disappeared. The membrane shall be in one application at a rate of not less than that recommended by the manufacturer. The concrete surface to which membrane curing compound has applied shall be protected from abrasions or damage which results in perforation of the membrane film during the first seventy-two (72) hours after application.

No direct payment shall be made for furnishing and applying curing compound. Payment shall be included in the price bid for related items.

3. Contractor shall replace the barricades and shall conform to TXDOT Standards.

No direct payment shall be made for replacing of barricades. Payment shall be included in the unit price bid for related items.

4. The contractor and the City will mutually agree on an approved elevation profile for each specific repair location. Approval of the elevation profile shall be made prior to the start of repairs. The contractor shall submit to the Public Works Superintendent, an elevation profile for yard restoration or landscaping. The profile may also include any other associated areas in order to make the correct repair.

## **GENERAL CONDITIONS**

### **1. WORK**

The Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, fuel, transportation and other facilities necessary for the execution and completion of the work covered by the contract documents. All materials shall be new and workmanship shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

Contractor agrees that the City of Haltom City has the right to make all final determinations as to whether the work has been satisfactorily completed.

### **2. SITE OBSERVATION**

The Streets Supervisor and/or Construction Inspector shall make periodic visits to the site to familiarize him with the progress of the executed work and to determine if such work meets the requirements of the specifications and contract documents.

Deviation by the Contractor from plans and specifications that may have been in evidence during any such visitation or observation by the Streets Supervisor or Construction Inspector, whether called to the Contractor's attention or not shall in no way relieve the Contractor from his responsibility to complete all work in accordance with said plans and specifications.

### **3. PAYMENTS FOR WORK**

The Public Works Superintendent/Inspector shall review Contractor's applications for payment and supporting data, determine the amount owed to the Contractor and approve, in writing, payment to Contractor. The City's terms of payment are Net 30 from receipt of approved payment submission.

### **4. CONTRACTOR'S UNDERSTANDING**

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements. Likewise, the Contractor shall be solely responsible for the safety of himself, his employees and other persons, the property of himself or any other person, as a result of his operations hereunder.

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the work, the character, quality

and quantity of the materials, equipment and facilities needed during the prosecution of the work, the general and local conditions, and all other matters which can in any way effect the work under this contract. No verbal agreement or conservation with any officer, agent or employee of the City either before or after the execution of this contract shall effect or modify any of the terms or obligations herein contained.

#### **5. CHARACTER OF WORKMEN**

The Contractor agrees to employ only orderly and competent men, skillful in the performance of the type of work required under this contract.

#### **6. PRELIMINARY APPROVAL**

The Streets Supervisor and/or Construction Inspector shall not have the power to waive the obligations of this contract for the furnishing of good material or the performance of good work in accordance with the plans and specifications. No failure or omission of the Streets Supervisor/Construction Inspector to discover, object to or condemn defective work or material shall release the Contractor from obligations to fully and properly perform the contract.

#### **7. DEFECTS AND THEIR REMEDIES**

It is further agreed that if the work or any material brought on the job site for use, shall be deemed by the Streets Supervisor or Construction Inspector as unsuitable or not in conformity with the specifications, the Contractor shall, after receipt of written notice, remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with the specifications and contract. All expense of removing and replacement shall be borne by the Contractor.

The City may cancel the contract without notice or penalty if the Director of Public Works, in his sole discretion, determines that the work of the Contractor is unsatisfactory due to poor workmanship, failure to perform in a timely manner or failure to meet specifications or terms of the bid and provisions of the contract.

#### **8. EQUIPMENT AND MATERIALS**

The Contractor shall be responsible for the care, preservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories and any and all parts of the work, whether the Contractor has been paid, partially paid, or not paid for such work until the entire work is completed and accepted.

#### **9. LOSSES FROM NATURAL CAUSES**

Unless otherwise specified, all loss or damage to the Contractor arising out of the nature of the work to be done, from the action of the elements, from any unforeseen circumstances, any unusual obstructions or difficulties which may be encountered in the prosecution of the work shall be sustained and borne by the Contractor at his own cost and expense.

#### **10. PROTECTION OF ADJOINING PROPERTY**

Contractor shall take proper means to protect all adjacent or adjoining properties in any way encountered, which might be affected by any process of construction to be undertaken under the agreement. Contractor shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. The Contractor agrees to indemnify, save and hold harmless the Owner against any claim or claims for damages due to the injury to any adjacent or adjoining property arising or growing out of performance of the contract.

#### **11. LAWS AND ORDINANCES**

The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations, which in any manner effect the contract or the work. Contractor shall bear all costs for work performed knowing it to be contrary to such laws, ordinances, rules and regulations, and without notice to the Streets Supervisor.

#### **12. ASSIGNMENT AND SUBLETTING**

The Contractor shall retain personal control and will give his personal attention to the fulfillment of this contract. Contractor shall not assign by Power of Attorney or sublet said contract without written consent of the Owner. The Contractor agrees that the subletting of any portion or feature of the work, or material required in the performance of this contract, shall not relieve the Contractor from his full obligations to the Owner, as provided by this agreement.

#### **13. INSURANCE**

The Contractor, at his own expense, shall purchase, maintain and keep in force such insurance as will protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Insurance coverage shall be written by companies approved by the State of Texas and acceptable to the Owner, as per the City's Standard Insurance Requirements as included in the bid package. Also, see Attachment B.

Before commencing any of the work, the Contractor shall file with the Owner valid Certificates of Insurance acceptable to the Owner. Such Certificates shall contain a provision that coverage afforded under the policies will not be canceled without fifteen days' prior written notice given to the Owner. Contractor shall also file with the Owner valid Certificates of Insurance covering all sub-contractors.

#### **14. WORKERS COMPENSATION INSURANCE**

As required by the Texas Workers' Compensation Commission Rule 28, 110.110, the Contractor shall also carry worker's compensation insurance. The Contractor's failure to comply with any of the provisions of this Rule will be considered a breach of contract by the Contractor. The City will have the right to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the City.

The successful Contractor must provide a certificate of coverage to the City prior to being awarded the contract. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must file a new certificate of coverage with the City Purchasing Division showing coverage has been extended.

The Contractor shall obtain from each sub-contractor providing services on the project a certificate of coverage, prior to that person beginning work on the project. Sub-contractor certificates must also be submitted to the Purchasing Division.

#### **15. PAYMENTS WITHHELD**

The Owner may withhold or nullify any request for payment as may be necessary to protect himself from loss on account of:

- i. defective work not remedied;
- ii. failure of the Contractor to make payments properly to sub-contractors or for material or labor;
- iii. damage to another Contractor;
- iv. reasonable indication the work will not be completed within contract time.

When the above grounds are removed payment shall be made for amounts withheld.

#### **16. ABANDONMENT BY CONTRACTOR**

If the Contractor should abandon, fail or refuse to resume work, written notification shall be delivered from the Owner. After receiving said notice of

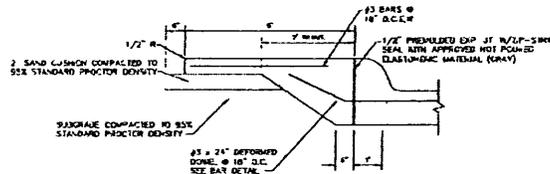
abandonment the Contractor shall not remove from the location any machinery, equipment, tools, materials or supplies then on the job. All tools, materials and equipment may be held for use on in the completion of the work by the Owner. The Contractor shall not receive any rental or credit therefore.

Should Contractor fail to comply with the notice for completion within ten (10) days, the Owner may provide for completion of the work by employing such force of men and use of machinery, equipment, tools, materials and supplies as deemed necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said Contractor. Expense so charged shall be deducted and paid by the Owner out of moneys that may be due, or that may become due to the Contractor under and by virtue of this agreement.

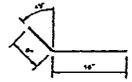
# ATTACHMENT A

## City of Haltom City RFB 2017-311-001 Annual Miscellaneous Concrete Improvements

1. The City's Standard Details of Construction can be found here:  
<http://www.haltomcitytx.com/haltom-city-construction-details>
2. The City's Construction Detail for Concrete Sidewalks Adjacent to Curbs is as indicated below:



**CONCRETE SIDEWALK  
ADJACENT TO CURB  
N.T.S.**



**BENT BAR DETAIL  
N.T.S.**

## **ATTACHMENT B**

**City of Haltom City  
RFB 2017-311-001  
Annual Miscellaneous Concrete Improvements**

The Contractor shall comply with the State of Texas' Statutory Insurance Requirements.

In regards to General Liability and Property Damage, as a minimum, the Contractor shall obtain and provide proof of:

Bodily Injury (or Death)	\$ 600,000 each occurrence
Property Damage	\$ 600,000 each occurrence



## AGENDA MEMORANDUM

**DATE:** December 5, 2016

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Paul D. Hackleman, P.E., Public Works Director 

**THROUGH:** Greg Vick, City Manager 

**SUBJECT:** Discussion and Action to approve an amendment to the Contract with Haydon Building Corporation, Construction Manager at Risk for the Senior Center Project to increase the Guaranteed Maximum Price by \$105,984 from \$1,790,816 to \$1,896,800 for the addition of Add Alternate Number 5 for additional parking spaces.

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### **BACKGROUND/INFORMATION:**

On July 7, 2016, the City Approved the amended contract with Haydon Building Corporation for the construction of the Senior Center without the additional parking in Add Alternate No. 3 and No. 5. On August 29, 2016, the City Council approved the issuance of Texas Combination Tax and Limited Pledge Revenue Certificates of Obligations, Series 2016 (CO 2016 Funds) with some of the funding supporting parking improvements at the Recreation and New Senior Center.

Add Alternate No. 3 had a proposed price of \$65,645 for the addition of eleven (11) handicap parking spaces directly along the south side of the existing Recreation Center. Add Alternate No. 5 has a proposed price of \$105,984 for the addition of forty-four (44) regular parking spaces in the grassy area just north of the existing Old Senior Center and takes away two (2) regular parking spaces from the Old Senior Center parking lot.

With all the proposed projects planned for the CO 2016 Funds (Splash Pad, Trails, Parking at Community Center, Bursey Road Phase II, and Whitley Road Chapman to Hightower, etc.), it appears we should only move forward with Add Alternate No. 5 at this time. Therefore, an amendment to the contract with Haydon for inclusion of additional parking has been prepared for consideration and approval in the amount of \$105,984.

The contract (AIA A201-2007 Article 7.2) with Haydon Building Corporation calls for Changes Orders to cover additional scope, funding, and time extensions. Article 15.1.5.2 of the contract allows the extension of time due to abnormal weather conditions (excessive rain days, etc.). Therefore, the amendment to the contract shall add twelve

(12) calendar days to the project (see attached BRS Weather Days). The new substantial completion date shall be March 25, 2017.

**FINANCIAL IMPLICATIONS:**

An additional appropriation in the amount of \$105,984 for the Senior Center Project is requested in order to add additional parking for the Recreation and Senior Center.

The source funding would be as follows:  
2016 Certificate of Obligation funding Series 2016

**RECOMMENDATION/ACTION DESIRED:**

Approval of the amendment to the Contract with Haydon Building Corporation, Construction Manager at Risk for the Senior Center Project to increase the Guaranteed Maximum Price by \$105,984 from \$1,790,816 to \$1,896,800 for the addition of Add Alternate Number 5 for additional parking spaces.

**ATTACHMENTS/SUPPORTING DOCUMENTATION:**

- 1) Letter from Mark Daniel, City Attorney
- 2) Amendment to the Contract – Change Order
- 3) BRS Weather Days for the Watauga Senior Center

LAW OFFICES  
**EVANS, DANIEL, MOORE, EVANS & BIGGS**  
(NOT A PARTNERSHIP)

MARK G. DANIEL

BOARD CERTIFIED - CRIMINAL LAW  
TEXAS BOARD OF LEGAL SPECIALIZATION

CRIMINAL TRIAL SPECIALIST-BOARD CERTIFIED  
NATIONAL BOARD OF TRIAL ADVOCACY

SUNDANCE SQUARE  
115 WEST SECOND STREET, SUITE 202  
FORT WORTH, TEXAS 76102

(817) 332-3822  
FACSIMILE (817) 332-2763

OF COUNSEL

TIM EVANS  
TIM MOORE  
LANCE T. EVANS  
WILLIAM R. BIGGS

December 5, 2016

Mr. Paul Hackleman  
Public Works Director  
City of Watauga  
7105 Whitley Road  
Watauga, Texas 76148

Re: *Amendment to AIA Document G701-2001*  
*Watauga Senior Center Expansion*

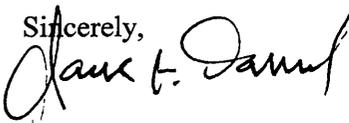
Dear Mr. Hackleman:

Per your request, I have reviewed the Amendment to the Contract between the City of Watauga and Haydon Building Corp concerning expansion services to the Watauga Senior Center. This Amendment includes a change order for additional funds to include Alternate No. 5 for adding paved areas in between the parking lots.

In addition, you have asked that I review the request by Haydon Building Corp for approval of a contract extension to provide for twelve (12) additional "weather days" over the estimated number of weather days originally anticipated to complete this expansion. I note that Barker Rinker Seacat Architects concur with the request.

I approve of the Amendment and the contract extension and would recommend that you forward the same to the City Secretary for submission to the City Council for consideration.

Thank you for your attention to the above and the opportunity to be of assistance. Should you have any questions, please do not hesitate to contact my office.

Sincerely,  


MARK G. DANIEL

MGD/tp

cc: Mayor Hector Garcia  
Mr. Greg Vick, City Manager  
Ms. Zolaina R. Parker, City Secretary



# AIA Document G701™ – 2001

## Change Order

<b>PROJECT</b> <i>(Name and address):</i> Watauga Senior Center Expansion City of Watauga, Texas	<b>CHANGE ORDER NUMBER:</b> 001 <b>DATE:</b> November 30, 2016	<b>OWNER:</b> <input checked="" type="checkbox"/> <b>ARCHITECT:</b> <input checked="" type="checkbox"/> <b>CONTRACTOR:</b> <input checked="" type="checkbox"/> <b>FIELD:</b> <input type="checkbox"/> <b>OTHER:</b> <input type="checkbox"/>
<b>TO CONTRACTOR</b> <i>(Name and address):</i> Haydon Building Corp. 8200 Springwood Drive, Suite 230 Irving, TX 75063	<b>ARCHITECT'S PROJECT NUMBER:</b> 2015.011.01 <b>CONTRACT DATE:</b> September 29, 2015 <b>CONTRACT FOR:</b> New Construction	

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)*

This Change Order amends the GMP to include Alternate No. 5 for adding paved areas in between parking lots. Please refer to the attached estimate dated November 28, 2016 for definition of scope, schedule, clarifications and qualifications.

The original Contract Sum was	\$ 1,790,816.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 1,790,816.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 105,984.00
The new Contract Sum including this Change Order will be	\$ 1,896,800.00

The Contract Time will be increased by Twelve (12) days.

The date of Substantial Completion as of the date of this Change Order therefore is March 25, 2017

**NOTE:** This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

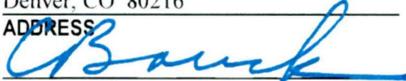
### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Barker Rinker Seacat Architecture

**ARCHITECT** *(Firm name)*

3457 Ringsby Court, Unit 200,  
Denver, CO 80216

**ADDRESS**

  
**BY** *(Signature)*

Craig Bouck, Principal

*(Typed name)*

11/30/2016

**DATE**

Haydon Building Corporation

**CONTRACTOR** *(Firm name)*

8200 Springwood, Suite 230  
Irving, TX 75063

**ADDRESS**

**BY** *(Signature)*

Les Keeble, VP of Operations

*(Typed name)*

**DATE**

City of Watauga

**OWNER** *(Firm name)*

7105 Whitley Road  
Watauga, TX 76148

**ADDRESS**

**BY** *(Signature)*

*(Typed name)*

**DATE**

Watauga Senior Center Expansion  
Watauga, TX

5-Dec-16

PREPARED BY: Dennis Naylor

Watauga Senior Center Expansion PCO 004 - Add Parking - Alt #5			5-Dec-16	
		PCO Pricing 12/05/2016	Text	Current Total
1000	Allowances	0	0	0
1000	General Requirements	0	0	0
1000	General Conditions	0	0	0
1202	Engr Staking	0	0	0
1203	Engr Testing	0	0	0
2110	Erosion Control	0	0	0
2200	Earthwork	24,550	0	24,550
2300	Concrete Paving	77,170	0	77,170
15400	Plumbing	0	0	0
15500	Fire Protection	0	0	0
15800	HVAC	0	0	0
16100	Building Electrical	0	0	0
16050	Site Electrical	0	0	0
	Contingency 0.0%	0	0	0
60000	Subtotal	101,720	0	101,720
1800	Permits	0	0	0
1950	Builders Risk 0.03%	153	0	153
1950	Liability Insurance 0.80%	814	0	814
70000	Overhead & Profit 3.00%	3,052	0	3,052
1910	Bond	245	0	245
80000	Sales Tax 0.00%	0	0	0
	<b>TOTAL CONST COST</b>	<b>105,984</b>	<b>0</b>	<b>105,984</b>



December 5, 2016

Mr. Paul Hackleman  
Director of Public Works  
City of Watauga  
7800 Virgil Anthony Blvd.  
Watauga, TX 76148

Reference: Weather Days for the Watauga Senior Center Expansion

Dear Paul,

Haydon Building Corp. has submitted the weather days for the Watauga Senior Center Expansion for our review and comment. I have attached a copy of their log for your review and comment. HBC, is declaring twenty-seven (27) calendar days for consideration. They are requesting a contract time extension for those calendar days they have submitted. BRS has reviewed them per the A201 – 2007 General conditions of the Contract for Construction as indicated in the Project Manual. BRS used information gathered by the National Oceanographic and Atmospheric Administration (NOAA) and U.S. Climate Data to assist in the analysis of the weather days. BRS has reviewed the weather days and compared them to actual numbers of rain days that should be anticipated for each corresponding month. According to the U.S. Climate Data, the month of August through November has an average amount of rain days as indicated below:

- August (6 Avg. Rain Days)
- September (5 Avg. Rain Days)
- October (5 Avg. Rain Days)
- November (5 Avg. Rain Days)

When these days are compared to actual number of rain days submitted by HBC, BRS found that the month of August had four (4) days, the month of September had one (1) day, October, and November each had zero days that could have not been anticipated. These bring the total number of unanticipated rain days during this period to five (5) days.

In addition to the consideration of rain days, BRS considered the excessive amount of precipitation that fell during these days. BRS is recommending that extra days be considered for excessive rainfall that rendered the site unusable. The month of August had three (3) days, September had two (2) days and October had two (2) days. The number of days that created adverse working conditions at the site, due to excessive rainfall, is seven (7) days. These days deserve consideration due to the adverse site conditions created by excessive amount of rain that fell during this period.

After a careful review and consideration of the weather days provided HBC, BRS is recommending for the City of Watauga to consider extending the contract time by twelve (12) days. If you have any additional comments or want any additional information, please feel free to contact us.

**DENVER**  
3457 RINGSBY COURT  
UNIT 200  
DENVER, CO 80216  
303.455.1366

Jorge Serrano  
Project Manager

**DALLAS**  
129 S. MAIN ST.  
UNIT 230  
GRAPEVINE, TX 76051  
817.527.6880

BRSARCH.COM



HAYDON BUILDING CORP

WATAUGA SENIOR CENTER

DATE: 11/28/16

**Watauga Senior Center Rain Days**

Rain	Monday, August 15, 2016
Rain	Tuesday, August 16, 2016
Rain	Wednesday, August 17, 2016
Rain	Thursday, August 18, 2016
Site too Muddy to work	Friday, August 19, 2016
Rain	Monday, August 22, 2016
Rain	Friday, August 26, 2016
Site too Muddy to work	Saturday, August 27, 2016
Rain	Monday, August 29, 2016
Site too Muddy to work	Tuesday, August 30, 2016
Rain	Thursday, September 1, 2016
Rain	Friday, September 9, 2016
Rain	Saturday, September 10, 2016
Rain	Saturday, September 24, 2016
Site too Muddy to work	Monday, September 26, 2016
Site too Muddy to work	Tuesday, September 27, 2016
Rain	Friday, October 7, 2016
Site too Muddy to work	Saturday, October 8, 2016
Site too Muddy to work	Monday, October 10, 2016
Rain	Friday, October 14, 2016
Site too Muddy to work	Saturday, October 15, 2016
Rain	Thursday, October 20, 2016
Rain	Thursday, November 3, 2016
Rain	Monday, November 7, 2016
Rain	Tuesday, November 8, 2016
Rain	Wednesday, November 9, 2016
Rain	Monday, November 28, 2016



**OFFICE OF THE CITY MANAGER  
INTEROFFICE CORRESPONDENCE**

**DATE:** December 1, 2016

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Greg Vick, City Manager *GV*

**FROM:** Bradley A. Fraley, CIO *Bradley A. Fraley*

**SUBJECT:** Discussion and action on purchase of Server Hardware and Software Replacements from CDWG in an amount of \$36,786.43 and Software House International in an amount of \$41,425.28.

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**Background/Information**

In order to maintain the daily operations and productivity of the City while minimizing overall equipment maintenance costs, it is necessary to refresh computer hardware every 3-5 years. Presently, the majority of the City's server farm is 5+ years in age. Also, the version of the server operating system and the mail server version is now two revisions behind currently released technology. Hardware warranties have expired and support will be limited from the manufacturer. In addition, the City server infrastructure is not virtualized, meaning each server is dedicated to a specific function in exclusivity, which leads to an overall higher total cost of ownership and more hardware to support.

In recognition of this situation, during the Fiscal 16-17 budgeting process, \$80,000 was budgeted in the Equipment Replacement Fund for replacement of server hardware and software. To minimize costs, I.T. proposes to consolidate up to as many as 4 individual servers into virtual machines that can be run simultaneously on a single piece of hardware. To do this will require 5 new servers, but will reduce the City's total server farm down from 22 to 11 servers, or a 50% decrease. The decrease offers a more manageable foot-print, while providing for faster disaster recovery and theoretically reduced downtimes.

In addition to the hardware, the operating system is being proposed for upgrade to by-pass server version 2012 and go immediately to server version 2016 from the City's current version of 2008. This will insure that product support continues, while offering the necessary virtualization licenses needed to accomplish downsizing and reducing the support requirements for I.T. This request also includes an upgrade from Exchange Server 2010 to Exchange 2016 which by-passes version 2013 to the current version. Together, these software upgrades will provide the necessary additional tools for I.T. and City staff to manage email and data retention in compliance with State requirements as both the operating system and mail server include enhanced discovery and compliance features beyond what the City currently has in place.

Finally, this proposal includes a replacement switch for the City Hall server room with a 10GB fiber uplink to the City Hall core switch. This switch allows I.T. to appropriately segment the City network at the server level while enhancing security and performance.

The attached quotes are from DIR State Contract DIR-SDD-2503, DIR-SDD-1951, DIR-TSO-3359 and The National IPA Technology Solutions 130733 which satisfies all purchasing and bidding requirements.

**Financial Implications:**

\$78,211.71 from the Equipment Replacement Fund as budgeted.

**Recommendation/Action Desired**

Approval of the purchase of Server Hardware and Software Replacements from CDWG in an amount of \$36,786.43 and Software House International in an amount of \$41,425.28.

**Attachments**

- 1) CDWG Server Quote Details from DIR-SDD-1951
- 2) CDWG Switch Quote from National IPA Technology Solutions 130733
- 3) CDWG Switch Quote from DIR-TSO-3359
- 4) SHI Software Upgrade Quote from DIR-SDD-2503

# Attachment 1



**Solution Name:** CDW - City of Watauga  
**Solution ID:** 7513491.1  
**Contract Code:** 08AHE  
**Customer Number:** 143457260  
**Date Created:** 11/21/2016  
**Solution Total Price:** \$33,611.54

<b>PowerEdge R730 Quantity: 1</b>	<b>Unit Price \$8,701.01 Extended Price \$8,701.01</b>	
PowerEdge R730 Server	1	[210-ACXU][329-BCZK]
No Trusted Platform Module	1	[461-AADZ]
Chassis with up to 8, 2.5" Hard Drives	1	[350-BBEN]
PowerEdge R730 Shipping	1	[340-AKKB]
Intel® Xeon® E5-2640 v4 2.4GHz,25M Cache,8.0GT/s QPI,Turbo,HT,10C/20T (90W) Max Mem 2133MHz	1	[338-BJDL]
Intel® Xeon® E5-2640 v4 2.4GHz,25M Cache,8.0GT/s QPI,Turbo,HT,10C/20T (90W) Max Mem 2133MHz	1	[338-BJDN]
2 CPU Standard	1	[370-ABWE][374-BBHM][374-BBHM]
2400MT/s RDIMMs	1	[370-ACPH]
Performance Optimized	1	[370-AAIP]
32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	2	[370-ACNS]
RAID 1+RAID 10 for H330/H730/H730P (2 + 4-14 HDDs or SSDs in pairs)	1	[780-BBKB]
PERC H730 RAID Controller, 1GB NV Cache	1	[405-AAEG]
300GB 15K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive	2	[400-AJRU]
2TB 7.2K RPM NLSAS 12Gbps 512n 2.5in Hot-plug Hard Drive	4	[400-AMUC]
Broadcom 5720 QP 1Gb Network Daughter Card	1	[540-BBBW]
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise	1	[385-BBHO]
DVD ROM, SATA, Internal	1	[429-AAPU]
Bezel	1	[350-BBEJ]
ReadyRails™ Static Rails for 2/4-post Racks	1	[770-BBBE]
Performance BIOS Setting	1	[384-BBBL]
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1	[450-ADWS]

NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	[450-AALV]
Electronic System Documentation and OpenManage DVD Kit	1	[631-AAJG]
No Operating System	1	[619-ABVR]
No Media Required	1	[421-5736]
Risers with up to 3, x8 PCIe Slots + 1, x16 PCIe Slots	1	[330-BBCO][330-BBCQ][374-BBHS]
ProSupport Plus: 5 Year Next Business Day Onsite Service	1	[951-2015][976-8706][976-8742][976-8743]
No Installation	1	[900-9997]
Deployment Consulting 1 Yr 1 Case Remote Consulting Service	1	[996-3179]
Keep Your Hard Drive, 5 Years	1	[980-3634]

<b>PowerEdge R530 Quantity: 1</b>	<b>Unit Price \$7,500.56 Extended Price \$7,500.56</b>	
PowerEdge R530 Server	1	[210-ADLM][384-BBMW]
No Trusted Platform Module	1	[461-AADZ]
3.5" Chassis with up to 8 Hot Plug Hard Drives	1	[321-BBOO]
PowerEdge R530 Shipping	1	[340-AMMW]
Intel® Xeon® E5-2660 v4 2.0GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (105W) Max Mem 2400MHz	1	[338-BJCW]
Intel® Xeon® E5-2660 v4 2.0GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (105W) Max Mem 2400MHz	1	[338-BJDQ]
2 CPU Standard	1	[412-AAFF][412-AAFF][750-AAGH]
2400MT/s RDIMMs	1	[370-ACPH]
Performance Optimized	1	[370-AAIP]
32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	2	[370-ACNS]
RAID 1+RAID 5 for H330/H730/H730P (2 + 3-6 HDDs or SSDs)	1	[780-BBOV]
PERC H730 RAID Controller, 1GB NV Cache	1	[405-AAEG]
300GB 15K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive,3.5in HYB CARR	2	[400-AJRZ]
2TB 7.2K RPM NLSAS 12Gbps 512n 3.5in Hot-plug Hard Drive	4	[400-ALPB]
On-Board Broadcom 5720 Quad Port 1Gb LOM	1	[542-BBCO]
iDRAC8, Enterprise with OpenManage Essentials,Server ConfigMgmt	1	[330-BBDX][385-BBHO][634-BBWU]
DVD ROM, SATA, Internal	1	[429-AAPU]
Bezel	1	[350-BBEJ]
ReadyRails™ Static Rails for 2/4-post Racks	1	[770-BBBE]
Performance BIOS Setting	1	[384-BBBL]
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	1	[450-AEHD]

NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	[450-AALV]
Electronic System Documentation and OpenManage DVD Kit for R530	1	[430-XYJR]
No Operating System	1	[619-ABVR]
No Media Required	1	[421-5736]
Riser	1	[330-BBEC]
ProSupport Plus: 5 Year Next Business Day On-site Service	1	[951-2015][997-1979][997-2006][997-2007]
No Installation	1	[900-9997]
Declined Remote Consulting Service	1	[973-2426]
Dell Proactive Systems Management - Declined	1	[909-0259]

<b>PowerEdge R530 Quantity: 1</b>	<b>Unit Price \$8,226.66 Extended Price \$8,226.66</b>	
PowerEdge R530 Server	1	[210-ADLM][384-BBMW]
No Trusted Platform Module	1	[461-AADZ]
3.5" Chassis with up to 8 Hot Plug Hard Drives	1	[321-BBOO]
PowerEdge R530 Shipping	1	[340-AMMW]
Intel® Xeon® E5-2660 v4 2.0GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (105W) Max Mem 2400MHz	1	[338-BJCW]
Intel® Xeon® E5-2660 v4 2.0GHz,35M Cache,9.60GT/s QPI,Turbo,HT,14C/28T (105W) Max Mem 2400MHz	1	[338-BJDQ]
2 CPU Standard	1	[412-AAFF][412-AAFF][750-AAGH]
2400MT/s RDIMMs	1	[370-ACPH]
Performance Optimized	1	[370-AAIP]
32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width	2	[370-ACNS]
RAID 1+RAID 5 for H330/H730/H730P (2 + 3-6 HDDs or SSDs)	1	[780-BBOV]
PERC H730 RAID Controller, 1GB NV Cache	1	[405-AAEG]
300GB 15K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive,3.5in HYB CARR	2	[400-AJRZ]
2TB 7.2K RPM NLSAS 12Gbps 512n 3.5in Hot-plug Hard Drive	4	[400-ALPB]
On-Board Broadcom 5720 Quad Port 1Gb LOM	1	[542-BBCO]
iDRAC8, Enterprise with OpenManage Essentials,Server ConfigMgmt	1	[330-BBDX][385-BBHO][634-BBWU]
DVD ROM, SATA, Internal	1	[429-AAPU]
Bezel	1	[350-BBEJ]
ReadyRails™ Static Rails for 2/4-post Racks	1	[770-BBBE]
Performance BIOS Setting	1	[384-BBBL]
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	1	[450-AEHD]
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	[450-AALV]

Electronic System Documentation and OpenManage DVD Kit for R530	1	[430-XYJR]
No Operating System	1	[619-ABVR]
No Media Required	1	[421-5736]
Riser	1	[330-BBEC]
ProSupport Plus: 5 Year Mission Critical 4Hr On-site Service	1	[951-2015][955-9041][997-1979] [997-1992][997-2003][997-2004]
No Installation	1	[900-9997]
Declined Remote Consulting Service	1	[973-2426]
Dell Proactive Systems Management - Declined	1	[909-0259]

<b>PowerEdge R330 Quantity: 1</b>	<b>Unit Price \$2,213.28 Extended Price \$2,213.28</b>	
PowerEdge R330 Server, No TPM	1	[210-AFEV][329-BCXI]
Chassis with up to 8, 2.5" Hot Plug Hard Drives	1	[321-BBTR]
PowerEdge R330 Shipping	1	[340-AQHP]
Intel® Xeon® E3-1220 v5 3.0GHz, 8M cache, 4C/4T, turbo (80W)	1	[374-BBKP][412-AAGT]
2133MT/s UDIMMs	1	[370-ACIN]
Performance Optimized	1	[370-AAIP]
16GB UDIMM, 2133MT/s, ECC	1	[370-ACFT]
RAID 1, H330/H730 for SAS/SATA	1	[780-BBUC]
PERC H330 Integrated RAID Controller for Hot Plug Chassis	1	[405-AADS]
300GB 15K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive	2	[400-AJRU]
On-Board LOM 1GBE Dual Port (BCM5720 GbE LOM)	1	[542-BBCQ]
iDRAC8 Basic	1	[385-BBIJ]
DVD ROM, SATA, Internal	1	[429-AAQM]
No Bezel	1	[350-BBBW]
ReadyRails™ Static Rails for 2/4-post Racks	1	[770-BBBM]
Performance BIOS Setting	1	[384-BBBL]
Dual, Hot-plug, Redundant Power Supply, 350W	1	[450-AEUV]
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	[450-AALV]
No Systems Documentation, No OpenManage DVD Kit	1	[631-AACK]
No Operating System	1	[619-ABVR]
No Media Required	1	[421-5736]
PCIe Riser, 1FH, 1LP w/Fan, R330	1	[330-BBFN][370-ABXV]
5 Years ProSupport Plus Next Business Day On-site Service	1	[805-9048][805-9101][805-9102] [951-2015]
No Installation	1	[900-9997]
Declined Remote Consulting Service	1	[973-2426]

<b>PowerEdge R630 Quantity: 1</b>	<b>Unit Price \$6,970.03 Extended Price \$6,970.03</b>	
PowerEdge R630 Server	1	[210-ACXS][329-BCZI]
No Trusted Platform Module	1	[461-AADZ]
Chassis with up to 8, 2.5" Hard Drives, 3 PCIe Slots	1	[321-BBKL]
PowerEdge R630 Shipping- 8 Drive Chassis	1	[340-AKPS]
Intel® Xeon® E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) Max Mem 2133MHz	1	[338-BJDG]
Intel® Xeon® E5-2630 v4 2.2GHz,25M Cache,8.0 GT/s QPI,Turbo,HT,10C/20T (85W) Max Mem 2133MHz	1	[338-BJCX]
2 CPU up to 120W	1	[370-ABWE][412-AAEE][412-AAEE]
2400MT/s RDIMMs	1	[370-ACPH]
Performance Optimized	1	[370-AAIP]
16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width	2	[370-ACNX]
RAID 1+RAID 5 for H330/H730/H730P (2 + 3-22 HDDs or SSDs)	1	[780-BBJP]
PERC H730 RAID Controller, 1GB NV Cache	1	[405-AAEG]
300GB 15K RPM SAS 12Gbps 2.5in Hot-plug Hard Drive	2	[400-AJRU]
1.8TB 10K RPM SAS 12Gbps 512e 2.5in Hot-plug Hard Drive	3	[400-AJQV]
Broadcom 5720 QP 1Gb Network Daughter Card	1	[540-BBBW]
iDRAC8 Express, integrated Dell Remote Access Controller, Express	1	[385-BBHN]
DVD ROM, SATA, Internal	1	[429-AAQM]
Bezel 8 Drive Chassis	1	[325-BBII]
ReadyRails™ Static Rails for 2/4-post Racks	1	[770-BBBM]
Performance BIOS Setting	1	[384-BBBL]
Dual, Hot-plug, Redundant Power Supply (1+1), 750W	1	[450-ADWS]
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America	2	[450-AALV]
Electronic System Documentation and OpenManage DVD Kit	1	[343-BBDK]
No Operating System	1	[619-ABVR]
No Media Required	1	[421-5736]
ProSupport Plus: 5 Year Next Business Day On-site Service	1	[951-2015][976-7728][976-7763] [976-7770]
No Installation	1	[900-9997]
Declined Remote Consulting Service	1	[973-2426]
Keep Your Hard Drive, 5 Years	1	[980-3634]

Solution Name: CDW - City of Watauga  
Solution Id: 7513491.1

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Contract Code: 08AHE  
Customer Number: 143457260

<b>Solution Total Price:</b>	<b>\$33,611.54</b>
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THIS IS FOR INFORMATION PURPOSES ONLY AND IS NOT AN OFFER FOR SALE. An actual quote can be created with a sales representative and will contain separate Terms and Condition in addition to technical verification of the listed configuration. This document is intended to provide pricing guidance; actual price and configuration may differ from what appears here

## Attachment 2

# QUOTE CONFIRMATION



DEAR BRAD FRALEY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HNKC744	11/28/2016	HP NETWORKING - IPA	6100289	<b>\$1,265.91</b>

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<a href="#">Aruba 2920-24G - switch - 24 ports - managed - rack-mountable</a> Mfg. Part#: J9726A#ABA UNSPSC: 43222612 Contract: National IPA Technology Solutions (130733)	1	4361335	\$1,164.07	\$1,164.07
<a href="#">Proline patch cable - 49 ft - aqua</a> Mfg. Part#: AJ837A-PRO UNSPSC: 26121609 Contract: National IPA Technology Solutions (130733)	1	3636155	\$39.45	\$39.45
<a href="#">Panduit Corrugated Loom Tubing cable flexible conduit</a> Mfg. Part#: CLTS50F-C3 UNSPSC: 39131709 Contract: National IPA Technology Solutions (130733)	1	2262906	\$62.39	\$62.39

PURCHASER BILLING INFO		SUBTOTAL	\$1,265.91
<b>Billing Address:</b> CITY OF WATAUGA ACCOUNTS PAYABLE 7105 WHITLEY RD WATAUGA, TX 76148-2024 <b>Phone:</b> (817) 514-5800 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		GRAND TOTAL	<b>\$1,265.91</b>
		<b>DELIVER TO</b> <b>Shipping Address:</b> CITY OF WATAUGA BRAD FRALEY 7105 WHITLEY RD WATAUGA, TX 76148-2024 <b>Phone:</b> (817) 514-5800 <b>Shipping Method:</b>	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Alex Pas		(877) 837-2705		alexpas@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>  
 For more information, contact a CDW account manager  
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# Attachment 3

# QUOTE CONFIRMATION



DEAR BRAD FRALEY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
HNKC640	11/28/2016	HP NETWORKING - DIR	6100289	\$1,908.98

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
<a href="#">HPE - expansion module - 2 ports</a> Mfg. Part#: J9731A UNSPSC: 43201404 Contract: Texas HP DIR TSO 3359 (DIR-TSO-3359)	1	4361339	\$619.38	\$619.38	
<a href="#">HPE - SFP+ transceiver module - 10 Gigabit Ethernet</a> Mfg. Part#: J9150A UNSPSC: 43201553 Contract: Texas HP DIR TSO 3359 (DIR-TSO-3359)	2	4361320	\$644.80	\$1,289.60	

PURCHASER BILLING INFO		SUBTOTAL	\$1,908.98
<b>Billing Address:</b> CITY OF WATAUGA ACCOUNTS PAYABLE 7105 WHITLEY RD WATAUGA, TX 76148-2024 <b>Phone:</b> (817) 514-5800 <b>Payment Terms:</b> Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		GRAND TOTAL	<b>\$1,908.98</b>
		<b>DELIVER TO</b>	
<b>Shipping Address:</b> CITY OF WATAUGA BRAD FRALEY 7105 WHITLEY RD WATAUGA, TX 76148-2024 <b>Phone:</b> (817) 514-5800 <b>Shipping Method:</b>			

### Need Assistance? CDW•G SALES CONTACT INFORMATION



Alex Pas

(877) 837-2705

alexpas@cdwg.com

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>  
For more information, contact a CDW account manager

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# Attachment 4



Pricing Proposal  
 Quotation #: 12561177  
 Created On: 11/18/2016  
 Valid Until: 12/30/2016

## City of Watauga TX

## Inside Account Executive

### Bradley Fraley

7101 Whitley Road  
 Watauga, TX 76148  
 UNITED STATES  
 Phone: (817) 514-5824  
 Fax: (817) 514-3624  
 Email: BFraley@wataugatx.org

### Jessica Vos

290 Davidson Ave  
 Somerset, NJ 08873  
 Phone: 800-477-6479  
 Fax: 800-477-6479  
 Email: Jessica\_Vos@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Microsoft Windows Server 2016 Standard - License - 2 cores - Select Plus - minimum 16 cores per physical server - Single Language Microsoft - Part#: 9EM-00264 <b>Note:</b> Server 1	10	\$74.00	\$740.00
2 Microsoft Exchange Server 2016 Standard - License - 1 server - Select Plus - Win - Single Language Microsoft - Part#: 312-04372 <b>Note:</b> Server 1	1	\$457.30	\$457.30
3 Microsoft Exchange Server 2016 Standard CAL - License - 1 user CAL - Select Plus - Win - Single Language Microsoft - Part#: 381-04439 <b>Note:</b> Server 1	225	\$56.80	\$12,780.00
4 Microsoft Exchange Server 2016 Enterprise CAL - License - 1 user CAL - Select Plus - without services - Win - Single Language Microsoft - Part#: PGI-00741 <b>Note:</b> Server 1	225	\$35.40	\$7,965.00
5 Microsoft Windows Server 2016 Standard - License - 2 cores - Select Plus - minimum 16 cores per physical server - Single Language Microsoft - Part#: 9EM-00264 <b>Note:</b> Server 2	28	\$73.06	\$2,045.68
6 Microsoft Windows Server 2016 Standard - License - 2 cores - Select Plus - minimum 16 cores per physical server - Single Language Microsoft - Part#: 9EM-00264 <b>Note:</b> Server 3	28	\$73.06	\$2,045.68
7 Microsoft Windows Server 2016 Standard - License - 2 cores - Select Plus - minimum 16 cores per physical server - Single Language Microsoft - Part#: 9EM-00264 <b>Note:</b> Server 4	8	\$73.06	\$584.48

8	Microsoft Windows Server 2016 Standard - License - 2 cores - Select Plus - minimum 16 cores per physical server - Single Language Microsoft - Part#: 9EM-00264 <b>Note:</b> Server 5	20	\$73.06	\$1,461.20
9	Microsoft Windows Server 2016 - License - 1 user CAL - Select Plus - Single Language Microsoft - Part#: R18-05173	225	\$25.22	\$5,674.50
10	Microsoft Windows Server 2016 Standard - License - 2 cores - Select Plus - minimum 16 cores per physical server - Single Language Microsoft - Part#: 9EM-00264 <b>Note:</b> Server 6	8	\$73.06	\$584.48
11	Microsoft SQL Server 2016 Standard Core - License - 2 cores - Select Plus - Win - Single Language Microsoft - Part#: 7NQ-00842	3	\$2,362.32	\$7,086.96
			Subtotal	\$41,425.28
			Shipping	\$0.00
			Total	\$41,425.28

#### Additional Comments

#### DIR-SDD-2503

*Thank You for choosing SHI-GS! To ensure the best level of service, please provide End User Name, Phone Number, and E-Mail Address when submitting a Purchase Order. For any additional information including Hardware and Software Contract Numbers, please contact an SHI-GS Sales Representative at 800-870-6079.*

*The Products offered under this proposal are subject to the SHI Return Policy posted at [www.shi.com/returnpolicy](http://www.shi.com/returnpolicy), unless there is an existing agreement between SHI and the Customer.*



## AGENDA MEMORANDUM

**DATE:** December 1, 2016

**TO:** Honorable Mayor and Council

**FROM:** Greg Vick, City Manager 

**SUBJECT:** Discussion regarding Proposed Pre-Council Meetings

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### **BACKGROUND/INFORMATION:**

At the direction of Mayor Garcia, Zolaina and I were asked to look into additional opportunities that would give elected officials more involvement and time to consider upcoming actions of the City Council. Zolaina and I gathered information from other cities. The most commonly used tool among other cities is a Pre-Council Meeting. There are some cities which utilize Council Committees. Historically, Pre-Council Meetings were utilized in Watauga.

The implementation of the Pre-Council Meeting concept could possibly include the following:

- **Have a light meal available at 5:00 p.m. or 5:15 p.m.**
- **Begin the Pre-Council Meeting at 5:30 p.m.**
- **Possible Pre-Council Agenda Format:**
  1. **Discussion and questions regarding Consent Agenda Items**
  2. **Discussion and questions regarding Regular Agenda Items**
  3. **Verbal or written presentations or discussions on other upcoming topics**
  4. **Executive Session (if needed)**
- **Begin Regular City Council Meeting as usual at 6:30 p.m.**

If a Pre-Council Meeting is agreed upon and approved by the Council, the process would be reviewed by the City Attorney and added to the proposed City Council Rules of Procedure Manual.



**FINANCIAL IMPLICATIONS:**

Cost of meals

**RECOMMENDED/ACTION DESIRED:**

Discuss proposed Pre-Council Meeting concept and provide direction to staff on how to proceed.

**ATTACHMENTS/SUPPORTING DOCUMENTATION:**

N/A