

AGENDA

CITY OF TAYLOR, TEXAS CITY COUNCIL MEETING CITY HALL, COUNCIL CHAMBERS, 400 PORTER STREET

JULY 25, 2019, 6:00 P.M.

CALL TO ORDER AND DECLARE A QUORUM

INVOCATION

PLEDGE OF ALLEGIANCE

PROCLAMATIONS

1. National Breastfeeding Month
2. Recognition of the 20th Anniversary of Taylor as a Texas Main Street Community.
3. National Immunization Awareness Month

CITIZENS COMMUNICATION

(The City Council welcomes public comments on items not listed on the agenda. However, the Council cannot respond until the item is posted on a future meeting agenda. Registration forms are available at the sign in table.)

CONSENT AGENDA

(The Consent Agenda includes non-controversial and routine items that the Council may act on with one single vote. The Mayor or any Council member may pull any item from the Consent Agenda to discuss and act upon individually on the Regular Agenda.)

4. Approve minutes from July 11, 2019 regular City Council meeting. (Dianna Barker)
5. Approve Resolution R19-19, MOU between TISD and Taylor Police Department concerning the School Resource Officer positions. (Chief Fluck)
6. Consider approving Resolution R19-20 authorizing representatives on the City's investment and bank accounts. (Jeff Wood)
7. Consider a request from Williamson County for the waiver of City fees for expansion of the Williamson County Expo Center. (Tom Yantis)
8. Consider Resolution R19-18, authorizing the resale of property held in trust by the City of Taylor. (Tom Yantis)

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

9. Consideration and Possible Action on Authorizing Professional Design Services for the Animal Shelter Long Term Remodel Project to Connolly Architects and Consultants (Jacob Walker/Henry Fluck/Larry Connolly)
10. Consideration and possible action on 2019 Infrastructure Bond Street Reconstruction: Wabash and Robinson. (Jacob Walker)
11. Consider bid award the for 2019 Street Maintenance Project. (Jim Gray/Jacob Walker)
12. Discussion and possible direction to staff regarding the 2019 Main Street Car Show (Tom Yantis/ Debbie Charbonneau)

The City Council may take action on any executive session item listed on this agenda after they reconvene into regular session.

Executive Session I. The Taylor City Council will conduct a closed executive meeting under Section 551.071 of the Texas Government Code in order to meet with its City Attorney on a matter in which the duty of the Attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas authorize and allow such a closed meeting and which Rules conflict with the Texas Open Meetings Act.

- a. JM Caffey Subdivision
- b. Xchange, Inc.
- c. Jackie Jones

ADJOURN

The Council may vote and/or act upon each of the items listed in this Agenda. The Council reserves the right to retire into executive session concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act including: Section 551.071 (Consult with attorney); Section 551.072 (Real Property); Section 551.073 (Gifts and Donations); Section 551.074 (Personnel Matters); Section 551.076 (Security Devices); and Section 551.087 (Economic Development). I certify that the notice of meeting was posted in the Taylor City Hall Lobby before 6:00 p.m. on July 22, 2019 and remained posted for at least 72 hours continuously before the scheduled time of said meeting. I further certify that the following news media was notified of this meeting: Taylor Press.

In compliance with the ADA the City Hall and Council Chambers is wheelchair accessible. Reasonable accommodations will be provided for persons attending city council meetings in need of special assistance. Please contact the City Clerk at least 24 hours prior to the meeting for special assistance.

Posted By: Dianna Barker Date 7-22-19
Dianna Barker, City Clerk



City Council Meeting July 25, 2019 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 1
Agenda Title: Proclamation – August as Breast-Feeding Month

Council Action to be taken: Read proclamation and present to Wilco Cities Health District

Department Submitted: City Management

Staff Contact: Dianna Barker, City Clerk

1. PURPOSE/DESCRIPTION

This proclamation is to proclaim August, 2019, as Breast-Feeding Month on behalf of the Williamson County & Cities Health District (WCCHD). Ms. Sandi Halstead-Bohac or a representative with the WCCHD will be present to accept the proclamation.

2. STAFF ANALYSIS (How and Why)

Each year, the City issues this proclamation to help promote breast-feeding and to focus on the WIC mission to improve the nutritional status of low and moderate income women, infants and children by providing food and nutrition and breast-feeding education.

3. RECOMMENDATION

N/A

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

1a [Proclamation](#)

PROCLAMATION

BREAST FEEDING MONTH

WHEREAS, the Williamson County & Cities Health District's Women, Infants and Children (WIC) program takes this occasion to educate and inform, to encourage breast-feeding and regular health care for mothers and babies; and

WHEREAS, the WIC mission is focused on improving the nutritional status of low and moderate income women, infants, and children by providing food and nutrition and breast-feeding education.

NOW, THEREFORE, as Mayor of the City of Taylor, I hereby proclaim the month of August as

“BREAST-FEEDING MONTH”

in the City of Taylor, Texas and urge all citizens to take part in recognizing the successes of healthy mothers and healthy children.

PROCLAIMED this the 25th day of July, 2019.

Brandt Rydell, Mayor



City Council Meeting July 25, 2019 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 2
Agenda Title: Recognition of the 20th Anniversary of Taylor as a Texas Main Street City

Council Action to be taken: Read recognition

Department Submitted: Development Services

Staff Contact: Debbie Charbonneau, Main Street Manager

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to recognize the anniversary of Taylor as a Texas Main Street City.

2. STAFF ANALYSIS (Why and How)

The Texas Historical Commission is celebrating cities in Texas who are celebrating milestone anniversaries this year. The Commission considers this to be an incredible accomplishment and they are honored to have had the opportunity to work with our community on Main Street Revitalization for all of these years.

3. RECOMMENDATION

N/A

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

2a [Recognition](#)

2b [Tx Historical Commission recognition](#)

In Recognition of

Celebrating the 20TH ANNIVERSARY OF THE TAYLOR MAIN STREET PROGRAM 1999- 2019

WHEREAS, the Texas Historical Commission launched the Texas Main Street Program in 1981 to revitalize historic downtowns and neighborhood commercial districts; and

WHEREAS, historic preservation is a vital tool for managing growth, and maintaining community pride; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made in helping to preserve the heritage that has shaped our community.

NOW, THEREFORE, as Mayor of the City of Taylor, Texas I do hereby recognize the

20th Anniversary of the Taylor Main Street Program

In special recognition, signed this 25th day of July, 2019.

Brandt Rydell, Mayor

IN RECOGNITION OF
THE
TAYLOR MAIN STREET PROGRAM
ON THE

20TH ANNIVERSARY

OF YOUR DESIGNATION AS AN OFFICIAL TEXAS MAIN STREET COMMUNITY

PRESENTED THIS 10TH DAY OF MAY, 2019

CHAIRMAN
TEXAS HISTORICAL COMMISSION

TEXAS HISTORICAL COMMISSION
real places telling real stories

EXECUTIVE DIRECTOR
TEXAS HISTORICAL COMMISSION



City Council Meeting July 25, 2019 Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 3
Agenda Title: National Immunization Awareness Month

Council Action to be taken: Read proclamation

Department Submitted: City Management

Staff Contact: Brian LaBorde, City Manager

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to proclaim August 2019 as National Immunization Awareness Month. Emperatriz Kennedy will be present to accept the proclamation.

2. STAFF ANALYSIS (How and Why)

The Williamson County and Cities Health District has requested a proclamation from Taylor proclaiming August 2019 as National Immunization Awareness Month. The County feels immunization is an important public health measure to control certain diseases. National Immunization Awareness Month is sponsored by the Centers for Disease Control and Prevention.

3. RECOMMENDATION

Read proclamation.

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

7. OTHER OPTIONS (In order of preference)

N/A

8. ATTACHMENTS

3a [Proclamation](#)

Proclamation

National Immunization Awareness Month

WHEREAS Williamson County and Cities Health District has identified immunization in Williamson County as an important public health measure for all county residents; and

WHEREAS Health care providers and families in every community have a responsibility to ensure that their patients and loved ones are immunized on time and receive the full schedule of vaccinations required to protect them from serious diseases; and

WHEREAS A month profiling the importance of immunization in the United States would increase public awareness that many diseases are effectively and safely controlled by immunization, thereby reducing the burden of illness in our communities; and

WHEREAS Immunization is the most cost-beneficial health intervention and one of the few that systematically demonstrates far more benefits than costs; and

WHEREAS Williamson County is joining countless counties and states to encourage immunization of all ages around National Immunization Awareness Month, sponsored by the Centers for Disease Control and Prevention; and

WHEREAS the City of Taylor wishes to join Williamson County and Cities Health District by encouraging its residents to get immunized to promote health and safety to all its citizens.

NOW, THEREFORE, on behalf of the City Council, I, Brandt Rydell, Mayor of the City of Taylor, do hereby proclaim the month of August, 2019 as

National Immunization Awareness Month

PROCLAIMED this the 25th day of July, 2019.

Brandt Rydell, Mayor
City of Taylor



***City Council Meeting
July 25, 2019
Transmittal Letter***

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☐ Economic Vitality

Agenda Item #: 4

Agenda Title: Approve minutes from the July 11, 2019 regular Council meeting.

Council Action to be taken: Approve by consent or approve with corrections if needed

Department Submitted: City Clerk

Staff Contact: Dianna Barker

1. PURPOSE/DESCRIPTION

Pursuant to the Open Meetings Law, Chapter 551, Local Government Code and in accordance with the authority contained in Section 551.021 and the City Charter, the Minutes of each City Council meeting must be recorded, compiled and approved by the City Council in subsequent meetings. The purpose of this item is to conform to these legal requirements.

2. STAFF ANALYSIS (Why and How)

N/A

3. RECOMMENDATION

Approve as submitted or amend with changes noted.

4. FUNDING SOURCE

N/A

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

4a. [July 11, 2019 minutes](#)

City of Taylor
Regular City Council Meeting
Taylor City Hall, Council Chambers, 400 Porter Street
July 11, 2019 at 6:00 p.m.

Mayor Pro-Tem Dwayne Ariola declared a quorum and called the meeting to order at 6:00 p.m. with the following present:

Council Member Gerald Anderson
Council Member Robert Garcia
Council Member Mitch Drummond

Brian LaBorde, City Manager
Ted Hejl, City Attorney
Dianna Barker, City Clerk

INVOCATION – Travis Summerlin gave the invocation.

PLEDGE OF ALLEGIANCE

CITIZENS COMMUNICATION

None.

CONSENT AGENDA

1. **Approve minutes from June 27, 2019 regular meeting.**
2. **Concur with preliminary financials for May 2019**

Motion was made by Councilmember Drummond to approve the consent agenda items as presented. Motion was seconded by Councilmember Anderson. Motion carried 4 to 0.

PUBLIC HEARING/ORDINANCES

3. **Consider Ordinance 2019-20, Unlawful Restraint of an Animal (Tethering ordinance).**

This is the second reading of the ordinance. Police Chief Fluck stated the purpose of the ordinance is to protect animals from being inhumanely restrained. The Animal Control Board recommends adopting the ordinance. At the first reading Council requested an effective date be added to the ordinance several months out so that citizens would have time to comply. An effective date of October 9th was added to the ordinance.

Councilmember Garcia asked why electric collars were not mentioned in the ordinance. The ordinance was patterned after proposed state law which does not speak on electronic collars or fencing.

Celia Garrett, 2702 Julie Cove – spoke in favor of the ordinance and suggested it be effective immediately. Ms. Garrett also suggested including a provision which requires providing a kiddie pool in extreme heat.

Motion was made by Councilmember Garcia to approve Ordinance 2019-20 as presented. Motion was seconded by Councilmember Drummond. Motion carried 4 to 0.

REGULAR AGENDA; REVIEW/DISCUSS AND CONSIDER ACTION

4. Confirm City Manager's appointment of Kimberly Hill to the Civil Service Board for a 3-year term.

Brian LaBorde recommended Kimberly Hill to replace Clarence Tolliver on the Civil Service Board. Mr. Tolliver's term ends this month.

Motion was made by Councilmember Anderson to confirm the City Manager's appointment of Kimberly Hill to the Civil Service Board. Motion was seconded by Councilmember Garcia. Motion carried 4 to 0.

5. Program update on Waste Connection recycling and refuse.

Jeff Jenkins introduced Steve Shannon and John Harris with Waste Connections, who gave a general update of the recycling and refuse services they provide and statistics on recycling in Texas. Waste Connection has a new app that can be downloaded to assist customers with waste collection questions.

Councilmember Garcia asked where we are with recycling for commercial customers. Waste Connections is still willing to consider it, but recycling material value is at all time low so cost for this service would be detrimental. So far not enough commercial customers have expressed interest in participating.

Councilmember Garcia asked where citizens can take paint products. WC will take dried paint, but not wet paint. CAPCOG has grants that can be applied for to assist hazardous waste collection events.

Motion was made by Councilmember Garcia to receive the update from Waste Connections as presented. Motion was seconded by Councilmember Drummond. Motion carried 4 to 0.

6. Presentation by Williamson County and Cities Health District on programs and services provided by the Health District.

Jeff Jenkins introduced Kelli Becerra, Coordinator for Healthy Williamson County coalition who gave a presentation regarding the programs provided by the Health District.

Motion was made by Councilmember Drummond to receive the update from Williamson County and Cities Health District as presented. Motion was seconded by Councilmember Anderson. Motion carried 4 to 0.

ADJOURN

With no further action Mayor Pro-Tem Ariola declared the meeting adjourned at 6:55p.m.

Dwayne Ariola, Mayor Pro-Tem

ATTEST:

Dianna Barker, City Clerk



***City Council Meeting
July 25, 2019
Transmittal Letter***

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 5

Agenda Title: **Approve Resolution R19-19,
Memorandum of Understanding (MOU) between the
Taylor Independent School District and the Taylor
Police Department Concerning the School Resource
Officer positions.**

Council Action to be taken: Approve Resolution

Department Submitted: Police

Staff Contact: Henry Fluck, Chief of Police

1. PURPOSE/DESCRIPTION

The Memorandum of Understanding (MOU) between the Taylor Independent School District and the Taylor Police Department for the School Resource Officer (SRO) position needs renewed. The content of the MOU is the same as the MOU approved by City Council on July 12, 2018.

2. STAFF ANALYSIS (How and Why)

For the upcoming school year the Taylor Police Department has one SRO assigned to the Taylor High School and one SRO assigned to the Taylor Middle School. This new MOU was approved by the Taylor ISD School Board and signed by the Superintendant on June 17, 2019. Some of the key features of the MOU are that the SRO position is primarily funded by the Taylor ISD and they agree to reimburse the City for 75% of the annual salary and fringe benefits, to correspond with when school is in session. During the days that schools are not in session, the SRO is subject to duties and assignments as determined by the Police Department. Taylor ISD will pay all expenses for off-duty security assignments performed by the SRO and other Taylor Police Officers.

3. RECOMMENDATION

Approve Resolution

4. FUNDING SOURCE

75% funded by Taylor ISD

25% funded by the City of Taylor Police Department 100-552-111 to 129.

5. TIMELINE

The SROs are to be available to start the 2019-2020 school year.

6. PRIOR COUNCIL ACTIONS TAKEN

On August 5, 1999 the City of Taylor Board of Commissioners approved the first MOU.

On July 12, 2018, the City Council approved the MOU for school year 2018-2019.

7. OTHER OPTIONS (In order of preference)

Not approve the Resolution and not have Taylor ISD primarily fund the SRO position.

8. ATTACHMENTS

5a [Resolution R19-19](#)

5b [School Resource Officer MOU 2019-2020](#)

RESOLUTION R19-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TAYLOR, AUTHORIZING THE CHIEF OF POLICE TO SIGN A MEMORANDUM OF UNDERSTANDING FOR THE SCHOOL RESOURCE OFFICER POSITION WITH THE TAYLOR INDEPENDENT SCHOOL DISTRICT.

WHEREAS, the Taylor City Council finds it in the best interest of the citizens of Taylor that the Police Department enter in an agreement and have a Memorandum of Understanding with the Taylor Independent School District for the positions of the School Resource Officer to deliver direct police services to the students, staff and faculty of the Taylor Independent School District for the year 2019-2020; and

WHEREAS, the Taylor City Council designates, Henry Fluck, Chief of Police, as the authorized official to sign the Memorandum of Understanding on behalf of the City of Taylor.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TAYLOR, TEXAS, THAT: the Taylor City Council approves that the Chief of Police sign the Memorandum of Understanding between the Taylor Police Department and the Taylor Independent School District for the position of the School Resource Officer.

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Passed and approved this 25th day of July, 2019.

Brandt Rydell., Mayor

ATTEST:

Dianna Barker, City Clerk

**SCHOOL RESOURCE OFFICER
MEMORANDUM OF UNDERSTANDING
2019-20**

1. PARTIES

- 1.1. This agreement is entered into between the City of Taylor, Texas, hereinafter referred to as the "City", the Taylor Police Department, hereinafter referred to as the "Police Department" and the Taylor Independent School District, hereinafter referred to as the "District".

2. PURPOSE OF AGREEMENT

- 2.1. The purpose of this agreement is for the Police Department to assign uniformed police officers and marked patrol cars to the schools outlined on Attachment A, for the School Resource Officer Program per the terms of this agreement.
- 2.2. The School Resource Officers, hereinafter referred to as "SRO", will work with the school administrator(s) to provide alcohol and drug education, gang resistance education, maintain a peaceful campus environment, and take appropriate action regarding illegal activity occurring on campus or at school related functions.

3. TERMS OF THE AGREEMENT

- 3.1. This Agreement shall be effective on the 15th day of August 2019, and shall be in effect for a period of one year.
 - 3.1a As needed, one or more SROs will be available a week prior to the first day of school (8/8/19) for Taylor ISD staff training.
- 3.2. The Police Department shall provide SRO's to provide service to the designated campuses on each day that school is in regular session. The District will provide the Police Department with a school calendar for the upcoming school year on or before July 1st of each year.
- 3.3. During days that schools are not in session, a SRO is subject to other assignments as determined by the Police Department.
- 3.4. The agreement shall be reviewed annually prior to renewal
- 3.5. All police reports, citations, and other written documents generated by the SRO are the property of the City and will be maintained by the Police Department.

4. OBLIGATIONS OF PARTIES

- 4.1 The City, including the SROs, shall have the status of an independent contractor for the purposes of this Agreement. A SRO assigned to the District is an employee of the City and shall not be considered an employee of the District. As such, the SRO shall be subject to Police Department control, supervision, policies, procedures and General Orders.
- 4.2 Compensation and fringe benefits shall be paid directly by the City and shall be in accordance with the Police Department's policies as established for its employees. The City shall maintain appropriate Worker's Compensation and Unemployment Insurance coverage for each SRO in accordance with coverage maintained for all other police officers employed by the City.

- 4.3 The Police Department will provide the SRO with uniforms and equipment in accordance with Police Department policy.
- 4.4 The District will provide the SRO with a portable two-way radio or program an existing radio to enable the SRO to communicate directly with the campus administrator(s).
- 4.5 The Police Department will provide the SRO with all training necessary for the acquisition and maintenance of state licensing and certification requirements for police officers.
- 4.6 The SRO is subject to current procedures in effect for City police officers, including attendance at all mandated training and testing to maintain state peace officer licensing and certification. This training and certification takes place throughout the year and may necessitate the temporary absence of the SRO from his/her assigned campus.
- 4.7 When a SRO is temporarily absent from his/her assigned campus for training or other reasons on a day that the school is in session, the Police Department will make reasonable efforts to provide a police presence for that campus by assigning other SROs or police officers to spend a portion of the school day on the affected campus. When a police officer is needed on campus at times when the SRO or other officer is not on campus, school personnel should call police dispatch at 512-352-5551 (non-emergency) or dial 9-1-1 in case of emergency.
- 4.8 The District will provide the SRO with access to an office that affords security and privacy and such equipment as is necessary at the assigned school. This equipment should include, but is not limited to, a telephone, fax, copier, filing space capable of being secured and access to a computer and/or secretarial assistance.

5. SCHOOL RESOURCE OFFICER SELECTION, TRANSFER AND REMOVAL

- 5.1 The SRO Program Selection Panel will be comprised of Police Department representatives as determined by the Chief of Police and the District Administration. The Chief of Police or his appointed designee will make the final decision on all appointments and assignments related to the SRO program.
- 5.2 If the District is dissatisfied with the performance of an SRO, the District will notify the SRO program supervisor who will attempt to resolve the issue to the satisfaction of both the District and the Police Department. If the SRO program supervisor cannot resolve the issue, he/she will refer the issue with a recommended course of action to the Chief of Police.
- 5.3 The Police Department may take appropriate corrective or disciplinary action regarding any allegation of misconduct on the part of an SRO in accordance with Police Department policy and civil service guidelines.
- 5.4 The Department is responsible for providing annual performance evaluations to each SRO, and input from school personnel will be solicited.
- 5.5 The Chief of Police and/or his appointed designee may dismiss or reassign a SRO based on Departmental guidelines and/or General Orders and when it is in the best interest of the City and/or District.
- 5.6 In the event of a resignation, retirement, dismissal or reassignment of a SRO, or in the case of long-term absences by a SRO, the Police Department will provide a temporary replacement for the SRO within thirty (30) school days of receiving notice of such

absence, dismissal, resignation or reassignment. Long term absences without replacement coverage for a period of ten or more days will result in financial credit being given to the District proportionately for that time based on salary and benefits. As soon as practicable, the Selection Panel shall convene and recommend a permanent replacement for the SRO position.

6. SCHOOL RESOURCE OFFICER RESPONSIBILITIES

- 6.1 The SRO will work in concert with the school principal(s), or the school designate, meeting with the principal(s) on a periodic basis.
- 6.2 The SRO will check in and out with designated school staff upon arriving or departing from campus unless circumstances prevent the SRO from doing so.
- 6.3 The SRO may provide a program of educational leadership by acting as a guest speaker in addressing tobacco, alcohol, and other drug issues, and in addressing violence diffusion, violence prevention, and safety issues in the school community.
- 6.4 The SRO will act as a communication liaison with law enforcement agencies, and provide basic information concerning students on the campus served by the officer.
- 6.5 The SRO may present programs to parents on issues related to tobacco, alcohol, and other drugs, violence prevention and safety.
- 6.6 The SRO may provide informational programs for District staff on issues related to alcohol and other drugs and the law, violence, gangs, safety and security.
- 6.7 The SRO will gather information regarding potential problems such as criminal activity, gang activity and student unrest, and attempts to identify particular individuals who may be a substantial or material disruptive influence to the school and/or students.
- 6.8 The SRO will assist District staff in maintaining order on school property.
- 6.9 The SRO will take appropriate law enforcement action, consistent with a police officer's duty. As soon as practicable, the SRO shall make the principal of the school aware of such action. At the principal's request, the SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SRO may do so under the authority of law. Whenever practicable, the SRO will advise the principal before requesting additional police assistance on campus.
- 6.10 The SRO will refer students and/or their families to the appropriate agencies for assistance when need is determined.
- 6.11 The SRO shall not act as a school disciplinarian. However, if the principal believes an incident involves a violation of the law, the principal may contact the SRO and the SRO will then determine whether law enforcement action is appropriate.
- 6.12 The SRO may perform other duties as may be mutually agreed upon in writing by the Police Department and the District.
- 6.13 Provided further that nothing required herein is intended to or will constitute a relationship or duty for the assigned police officer or the City beyond the general duties that exist for law enforcement officers within the state.

7. COST SHARING

- 7.1 The District agrees to reimburse the City for seventy five percent of the annual salaries, fringe benefits and travel expenses.

- 7.2 The District shall pay all expenses related to off-duty security performed by District personnel including those off-duty securities performed by SROs and other Taylor Police Officers.
- 7.3 With the knowledge and consent of the District, the City may apply for a funding grant to offset the cost of the SRO Program or a portion thereof. In the event the City applies for and receives a grant, the District agrees to fund one-half of the City's required funding match. Once grant funding ceases, the District agrees to cost sharing as stipulated in paragraph 7.1 above.
- 7.4 The City and District will share the cost of training for the SROs as stipulated in paragraph 4.6 above.
- 7.5 The City shall invoice the District quarterly in equal installments.
- 7.6 In the event the City does not receive payment within thirty days of the due date, the City is authorized to terminate this agreement without further notice
- 7.7 The City will own the Patrol Vehicle(s) and it will not be the property of the District nor will the District have special right of access to it.
- 7.8 The City will pay for all repairs, upkeep and other costs for the life of the Patrol Vehicle(s).

8. TIME AND PLACE OF PERFORMANCE

- 8.1 The Police Department will assure that the SROs will report to the campus of their assigned school each day that school is in session during the regular school year.
 - 8.1a Follow up home visits when needed as a result of school related student problems.
 - 8.1b School related off-campus activities when the principal requests officer participation and approved by the Police Department.
 - 8.1c Response to off-campus, but school related criminal activity.
 - 8.1d Response to emergency law enforcement activities or court appearances.
 - 8.1e Transport of persons arrested on campus to a detention or holding facility.
 - 8.1f Other official business approved by the SROs supervisor.
- 8.2 Regular working hours may be adjusted on a situational basis with the consent of the SRO's supervisor. These adjustments should be approved prior to their being required and should be to cover scheduled school related activity requiring the presence of a law enforcement officer.
- 8.3 The District will provide the SRO's with access to an office that allows for security and privacy. The office must include, but is not limited to, a telephone, desk, chair, office supplies, filing cabinet which can be properly locked and secured and a computer.

9. TERMINATION AND DEFAULT

- 9.1 Prior to the expiration of the Term, either Party is authorized to terminate this Agreement without cause by giving the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.
- 9.2 Except as outlined in paragraph 7.6 above, if either party breaches this agreement and/or its obligations hereunder, the no-breaching party shall give written notice thereof and the breaching party shall have 30 days to cure the alleged breach. In the

event the breach is not cured within the 30 days, the non-breaching party may terminate this Agreement with or without notice.

- 9.3 In the event this Agreement is terminated for any reason before the expiration of the term, the City shall prepare a final account, as of the effective date of the termination, if the District's share of the SRO Program.

10. NOTICE

- 10.1 Any notice permitted or required to be given to the City, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Chief of Police
Taylor Police Department
500 S. Main Street
Taylor, TX, 76574

- 10.2 Any notice permitted or required to be given to the City, hereunder, may be given by registered or certified United States Postal Mail, postage prepaid, return receipt requested, and addressed to:

Superintendent
Taylor Independent School District
3101 N. Main Street, Suite 104
Taylor, TX 76574

- 10.3 Notice shall be deemed given upon deposit of the notice in the United States Postal Main as aforesaid.

- 10.4 Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

11. MISCELLANEOUS

- 11.1 The terms and provisions of this agreement constitute the entire Agreement between the City, the Police Department and the District, and no modification of this agreement is effective unless in writing and executed by all parties.

- 11.2 Nothing herein shall be construed as a waiver of any defense or immunity that any part is entitled by statute or common law.

SIGNED in duplicate originals this 17th day of June 2019

Taylor Independent School District



Superintendent of Schools

City of Taylor

Police Chief



City Council Meeting
July 25, 2019
Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 6

Agenda Title: **Consider approving Resolution R19-20 authorizing representatives on the City's investment and bank accounts.**

Council Action to be taken: Approve Resolution R19-20 by consent

Department Submitted: Finance Department

Staff Contact: Jeffrey Wood, Director of Finance

1. PURPOSE/DESCRIPTION

The purpose of this item is to update the list of authorized representatives on the City's depository accounts and accounts related to the investment of local funds. The new City Manager will need to be added to all of the City's bank accounts.

2. STAFF ANALYSIS (Why and How)

This resolution will allow the City to formally update the representatives that are authorized to withdraw funds from time to time, to issue letters of instruction and to take all other actions deemed necessary or appropriate for the management and investment of local funds.

This is a simple housekeeping matter that will occur anytime there is a change in personnel, Mayor or a new depository contract.

3. RECOMMENDATION

Staff recommends approval of Resolution R19-20.

4. FUNDING SOURCE

N/A

5. TIMELINE

Immediate consideration is needed so the banks and investment firms can be notified of the authorized representatives and to provide updated signature on City checks.

6. PRIOR COUNCIL ACTIONS TAKEN

City Council has approved such a resolution in the past as needed when staff changes have occurred.

7. OTHER OPTIONS (In order of preference)
--

N/A

8. ATTACHMENTS

6a. [Resolution R19-20](#)

RESOLUTION NO. R19-20

THE CITY OF TAYLOR, TEXAS IS A LOCAL GOVERNMENT OF THE STATE OF TEXAS AND IS EMPOWERED TO DELEGATE TO FINANCIAL INSTITUTIONS THE AUTHORITY TO INVEST FUNDS AND TO ACT AS CUSTODIAN OF INVESTMENTS PURCHASED WITH LOCAL FUNDS.

WHEREAS, the City of the City of Taylor, 400 Porter Street; Taylor, Texas 76574 is a local government of the State of Texas and is empowered to delegate to financial institutions the authority to invest funds and to act as custodian of investments purchased with local funds; and

WHEREAS, it is in the best interest of the City of Taylor to invest local funds in investments whose investment objectives in order of priority are: the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool, TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Frost Bank are qualified financial institutions to invest funds and to act as custodian of investments purchased with local funds;

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

- A. The individuals whose signatures appear in this Resolution are Authorized Representatives of the City of Taylor and a combination of any two of the Authorized representatives are hereby authorized to transmit funds for investment in TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Frost Bank. Any two of the Authorized Representatives are further authorized to withdraw funds from time to time, issue letters of instruction and take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the City of Taylor may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the individuals, whose signatures appear in this Resolution, are (1) deemed by the City's Management to no longer require access to the City of Taylor's TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Frost Bank accounts or (2) are no longer employed by the City of Taylor.
- C. That the City of Taylor may, by amending this Resolution, add an Authorized Representative provided the additional Authorized Representative is an officer, employee or agent of the City of Taylor.
- D. This Resolution shall be effective July 25, 2019.

The following is a list of the Authorized Representatives of the City of Taylor:

ORIGINALS REQUIRED

- | | | |
|----|------------------------|--------------------------------------|
| 1. | _____ | Title: <u>Mayor</u> |
| | <u>Brandt Rydell</u> | Phone: <u>512-352-3675 ext. 14</u> |
| 2. | _____ | Title: <u>City Manager</u> |
| | <u>Brian LaBorde</u> | Phone: <u>512-352-3677</u> |
| 3. | _____ | Title: <u>Assistant City Manager</u> |
| | <u>Jeffery Jenkins</u> | Phone: <u>512-352-6475</u> |
| 4. | _____ | Title: <u>Director of Finance</u> |
| | <u>Jeffrey Wood</u> | Phone: <u>512-309-6168</u> |
| 5. | _____ | Title: <u>Accountant</u> |
| | <u>Lillie Lawler</u> | Phone: <u>512-309-6167</u> |

Any new individuals will be issued a personal identification number to transact business with TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Frost Bank.

The named Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Operation Agreement with the named financial institution is:

Name: Lillie Lawler, Accountant

Email: lillie.lawler@taylortx.gov

Fax: 512-352-8483

The following is an additional Authorized Representative designated to perform only inquiries of selected information. This limited representative cannot perform transactions.

- | | | |
|----|----------------------|--------------------------|
| 6. | _____ | Title: <u>City Clerk</u> |
| | <u>Dianna Barker</u> | |

This Resolution and its authorization shall continue in full force and effect until amended or revoked by the City of Taylor and until TexPool, TexStar, Citizens National Bank, City National Bank, Texas Class and Frost Bank receives a copy of any such amendment or revocation. This resolution is hereby introduced and adopted by the City of Taylor at its regular meeting held on this the ____ day of _____, 2019.

NAME OF PARTICIPANT: City of Taylor, Texas

By: _____

Brandt Rydell, Mayor
City of Taylor, Texas

ATTEST:

Dianna Barker, City Clerk
City of Taylor, Texas

This document supersedes all prior Authorized Representative designations.



***City Council Meeting
July 25, 2019
Transmittal Letter***

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☒ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 7

Agenda Title: Consider a request from Williamson County for the waiver of City fees for expansion of the Williamson County Expo Center

Council Action to be taken: Consider authorizing fee waiver

Department Submitted: Development Services

Staff Contact: Tom Yantis, ACM/Director of Development Services

1. PURPOSE/DESCRIPTION

Williamson County is expanding the facilities at the Expo Center and has requested that the City waive the permitting fees associated with the expansion. This agenda item allows the Council to authorize the waiver of fees.

2. STAFF ANALYSIS (How and Why)

Williamson County has submitted permit applications to the City for the expansion of the Williamson County Expo Center. As a part of that process, the ordinary fees associated with the permits were calculated and Williamson County has requested that the City waive those fees.

3. RECOMMENDATION

Staff recommends approval of the fee waivers.

4. FUNDING SOURCE

The waiver of fees will impact the permit revenue line items of the General Fund.

5. TIMELINE

N/A

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

7. OTHER OPTIONS (In order of preference)
--

The Council may choose not to waive the permit fees.

8. ATTACHMENTS

7a [Letter requesting fee waivers](#)

7b [Calculation of fees for each permit application](#)

July 8, 2019

Jeffery Jenkins
Assistant City Manager
City of Taylor

Re: Expo Center Permit Fees

Dear Jeff

I am writing to request that the City of Taylor waive the fees associated with two building permit reviews. The two projects are on the site of the Williamson County Expo Center. The projects include the Pavilion and an additional concession/restroom building on the east side of the complex.

These 2 projects will have a major impact on tourism and sales tax in Taylor by allowing the Expo Center to host larger special events such as concerts, festivals, fairs and motorsport events. The Pavilion will also include an additional 200 overnight horse stalls to be onsite for larger multi-day horse events.

Since opening in November of 2016, the Expo Center has hosted more than 300 events with an attendance number that exceeds 300,000 visitors. The Expo Center has hosted local, regional, national, and even international events; with many of these visitors coming to Taylor for the first time. During events at the Expo Center, visitors not only come to the event, but they purchase gas, food, and lodging in Taylor during their visit. The County is confident the addition of these two projects will create more enthusiasm about the Expo Center and Taylor.

Thank you for your time and consideration.

Sincerely,

Clint Chitsey

Attachments:
City Invoices

2019-2925

06/18/2019 10:38 AM

5350 Bill Pickett Trail

Applicant:
Populous
John Fickel

Permit Type

Type	Fee
Commercial - Remodel	\$280.50
Electrical - Commercial Remodel	\$270.50
Mechanical - Commercial Remodel	\$270.50
Plumbing - Commercial Remodel	\$270.50
Inspection Fee	\$50.00
Technology Fee (25.00)	\$25.00
Weatherization	\$11.53
Plan Review Fee	\$345.75
Total	\$1,524.28

Payments

Payment ID	Payment Date	Payment Type	Description	Ref. Number	Amount
				Total	\$0.00
				Discount Total	(\$0.00)
				Payment Amount	\$0.00
				Balance Due	\$1,524.28

THIS IS NOT A PERMIT. This receipt does not authorize you to begin construction of your project.

2019-3214

06/18/2019 10:39 AM

5350 Bill Pickett Trail

Applicant:

Populous

Lucas Bergstrom

Permit Type

Type	Fee
Commercial - New or Additions	\$10,993.00
Electrical - Commercial New and Additions	\$262.50
Plumbing - Commercial New and Additions	\$262.50
Technology Fee (15.00)	\$15.00
Plan Review Fee	\$6,595.80
Weatherization	\$219.86
Total	\$18,348.66

Payments

Payment ID	Payment Date	Payment Type	Description	Ref. Number	Amount
				Total	\$0.00

Discount Total	(\$0.00)
Payment Amount	\$0.00
Balance Due	\$18,348.66

THIS IS NOT A PERMIT. This receipt does not authorize you to begin construction of your project.



City Council Meeting
July 25, 2019
Transmittal Letter

STRATEGIC PILLAR

- ☐ Streets/Infrastructure
- ☐ Quality of Life
- ☒ Economic Vitality

Agenda Item #: 8

Agenda Title: **Consider Resolution R19-18,
authorizing the resale of property held
in trust by the City of Taylor**

Council Action to be taken: Consider Resolution

Department Submitted: Development Services

Staff Contact: Tom Yantis, Director

1. PURPOSE/DESCRIPTION

This resolution authorizes the resale of two trustee-owned lots to the Taylor Housing Authority for the purpose of constructing new affordable housing units.

2. STAFF ANALYSIS (How and Why)

In 2007 & 2008, Williamson County filed two lawsuits to collect delinquent property taxes on behalf of itself, Taylor Independent School District, and the City of Taylor, Texas. In 2009, judgments were signed ordering foreclosure of the tax liens on property tax accounts R015807 (505 W. Oak Street) and R017141 (304 Oscar Street). Pursuant to the Property Tax Code, the properties were offered for sale at a public auction. The properties did not receive bids and were taken into trust by the City of Taylor for the use and benefit of all other taxing jurisdictions. These two properties have been held in trust with an exempt status since 2009 and have therefore been completely exempt from taxation since.

The Taylor Housing authority has proposed to purchase the properties for a sum of \$50. The properties would be used for residential single-family development in conjunction with Habitat for Humanity. After the residences are built, the property will be conveyed to the new owner, returning the properties to the tax roll with an increased value. By accepting this offer, the County is removing this property from exempted tax status, meaning the property will once again generate tax revenue for all the applicable taxing units listed above.

3. RECOMMENDATION

Staff recommends approval of the resolution.

4. FUNDING SOURCE

N/A

5. TIMELINE

March 14, 2019 – initial presentation to Council on surplus property

March 22, 2019 – staff met with Ebby Green of THA and Debbie Hoffman of Habitat

April 10, 2019 – staff met with the Taylor Housing Authority board of directors

May 9, 2019 – THA and Habitat presented to Council and requested the transfer of two trustee-owned lots

6. PRIOR COUNCIL ACTIONS TAKEN

The Council received an initial presentation on surplus properties on March 14, 2019 and directed staff to work with THA and Habitat. On May 9, 2019 Council directed staff to work with THA and Habitat to convey two trustee-owned lots to THA for the construction of new affordable housing units.

7. OTHER OPTIONS (In order of preference)

Council may choose not to proceed with the transfer of these lots.

8. ATTACHMENTS

8a [Resolution R19-18, authorizing the resale of property](#)

8b [Deed](#)

STATE OF TEXAS

COUNTY OF WILLIAMSON

RESOLUTION R19-18

RESOLUTION AUTHORIZING RESALE OF PROPERTY HELD IN TRUST BY THE CITY OF TAYLOR, TEXAS, TRUSTEE

Whereas, the Williamson County Tax Office collects property taxes for the City of Taylor, Texas, Taylor Independent School District, and The County of Williamson, Texas (“the Taxing Units”); and

Whereas, in 2009, the following properties (hereinafter referred to collectively as, “the Properties”) were the subject of a tax sale:

1) property described as Lot 16, Block 1, Frink-Jones Addition, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 193, Page 485 of the Deed Records, Williamson County, Texas (Tax Account #R017141), and;

2) property described as Lot 13, Block 114, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 312, Page 483 and Volume 333, Page 275 SAVE AND EXCEPT that property described in Volume 2720, Page 659 of the Deed Records, Williamson County, Texas (Tax Account #R015801); and

Whereas, the Properties did not receive a bid at tax sale and were struck off to The City of Taylor, Texas, Trustee, in Trust, for the use and benefit of itself, Taylor Independent School District and The County of Williamson, Texas, by virtue of Constable’s Deeds recorded as Document No. 2009070374 and Document No. 2009041705 of the Official Public Records, Williamson County, Texas; and

Whereas, the Properties have been tax exempt since 2009; and

Whereas, it is in the best interest of the Taxing Units that the Properties be resold in an efficient manner which will return the Properties to a taxable status; and

Whereas, The Housing Authority of the City of Taylor, 311c E. 7th Street, Taylor, Texas 76574 has offered to purchase the Properties for \$50.00, which amount is less than the market value of the Property specified in the judgment of foreclosure; and

Whereas, Section 34.05 of the Texas Tax Code provides for the private sale of property acquired by a taxing unit;

WHEREFORE, BE IT RESOLVED that The City of Taylor, Texas accepts the offer to purchase the Properties for \$50.00 and shall resell all of the interest of the Taxing Unit in the Properties described below to The Housing Authority of the City of Taylor, 311c E. 7th Street, Taylor, Texas 76574.

Property to be sold:

Lot 16, Block 1, Frink-Jones Addition, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 193, Page 485 of the Deed Records and Document #2009070374 of the Official Public Records, Williamson County, Texas (Tax Account #R017141)

Lot 13, Block 114, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 312, Page 483 and Volume 333, Page 275 SAVE AND EXCEPT that property described in Volume 2720, Page 659 of the Deed Records, and also described in Document #2009041705 of the Official Public Records, Williamson County, Texas (Tax Account #R015801)

BE IT FURTHER RESOLVED that the Mayor of The City of Taylor, Texas, on the _____ day of _____, 2019 is authorized to execute a Deed Without Warranty conveying the properties sold pursuant to this Resolution.

THIS RESOLUTION WAS ADOPTED this _____ day of _____, 2019 by the City Council of The City of Taylor, Texas.

Brandt Rydell
Mayor, City of Taylor, Texas

ATTEST:

Dianna Barker, City Clerk

DEED WITHOUT WARRANTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

§

§

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF WILLIAMSON

§

THAT The City of Taylor, Texas, Trustee, in trust for the use and benefit of itself, Taylor Independent School District and The County of Williamson, Texas, Grantor, for and in consideration of the sum of FIFTY AND NO/100S (\$50.00), and other good and valuable consideration paid by the Grantee named below, the receipt and sufficiency of which are acknowledged by Grantor, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL, AND CONVEY to The Housing Authority of the City of Taylor whose address is 311c E. 7th, Taylor, Texas 76574, the following described Property, to wit:

Lot 16, Block 1, Frink-Jones Addition, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 193, Page 485 of the Deed Records and Document #2009070374 of the Official Public Records, Williamson County, Texas (Tax Account #R017141)

Lot 13, Block 114, City of Taylor, Williamson County, Texas being that property more particularly described in Volume 312, Page 483 and Volume 333, Page 275 SAVE AND EXCEPT that property described in Volume 2720, Page 659 of the Deed Records, and also described in Document #2009041705 of the Official Public Records, Williamson County, Texas (Tax Account #R015801)

The Grantor and all the taxing units involved in this conveyance exclude and except any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor. **This conveyance is expressly made subject to any right of redemption of the Property which may exist under Section 34.21 of the Texas Tax Code.**

Grantor(s) have not made, and do not make any representations, warranties or covenants of any kind or character whatsoever, whether express or implied, with respect to the quality or condition of the property, the suitability of the property for any and all activities and uses which grantees may conduct thereon, compliance by the property with any laws, rules, ordinances or regulations of any applicable governmental authority or habitability, merchantability or fitness for a particular purpose, and specifically, grantors do not make any representations regarding hazardous waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder, or the U. S. Environmental Protection Agency regulations, or the disposal of any hazardous or toxic substances in or on the property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances belonging in any way to the Property, subject to the provisions, stated above, to Grantee The Housing Authority of the City of Taylor, its successors and assigns forever, without warranty of any kind.

IN TESTIMONY WHEREOF The City of Taylor, Texas, Trustee, joined herein by Taylor Independent School District and The County of Williamson, Texas, have caused these presents to be executed on this the____day of _____ 2019.

The City of Taylor, Texas

By

Brandt Rydell
Mayor

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, on this day personally appeared Brandt Rydell, Mayor of The City of Taylor, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the____day of _____, 2019.

Notary Public, State of Texas

My commission expires_____

Taylor Independent School District

By _____

Marco R. Ortiz
President, Board of Trustees

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, on this day personally appeared Marco R. Ortiz, President, Board of Trustees of Taylor Independent School District, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2019.

Notary Public, State of Texas

My commission expires _____

The County of Williamson, Texas

By _____

Bill Gravell Jr .
County Judge

THE STATE OF TEXAS

§

§

COUNTY OF WILLIAMSON

§

BEFORE ME, the undersigned authority, on this day personally appeared Bill Gravell, Jr., County Judge, Williamson County, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in the official capacity indicated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2019.

Notary Public, State of Texas

My commission expires _____

After recording, return to:

The Housing Authority of the City of Taylor
311c E. 7th Street
Taylor, Texas 76574



***City Council Meeting
July 25, 2019
Transmittal Letter***

STRATEGIC PILLAR

- ☒ Streets/Infrastructure
☐ Quality of Life
☐ Economic Vitality

Agenda Item #: 9

Agenda Title: **Consideration and Possible Action on Authorizing Professional Design Services for the Animal Shelter Long Term Remodel Project to Connolly Architects and Consultants (Jacob Walker/Henry Fluck/Larry Connolly)**

Council Action to be taken: Consideration and Possible Action on Authorizing Professional Design Services for the Animal Shelter Long Term Remodel Project to Connolly Architects and Consultants

Department Submitted: Police Department

Staff Contact: Henry Fluck, Chief of Police Department
Jacob Walker, HDR Engineering, Inc.

1. PURPOSE/DESCRIPTION

This item is related to the Animal Shelter Remodeling Project portion of the 2019 Infrastructure Bond.

2. STAFF ANALYSIS (How and Why)

On December 13, 2018, Connolly Architects and Consultants presented 5 options to City Council for consideration regarding the future of the City's Animal Shelter. These options and associated costs were presented as:

1. New Facility at New Location - \$3,496,235
2. New Facility at Existing Location - \$3,386,235
3. Long Term Remodel - \$994,840
4. Williamson County Regional Animal Shelter Taylor
 - a. Intake Facility - \$ 245,300
 - b. WCRAS FY 2019-20 - \$ 363,199
 - c. WCRAS FY 2020-21 - \$ 372,436
 - d. Total WCRAS \$ 980,935
5. Existing Conditions - Current Level of Funding

City Council voted to pursue Option 3 – Long Term Remodeling. The City Council voted to allocate \$250,000 from the 2019 Infrastructure Bond toward the Animal Shelter project.

The City approached Larry Connolly of Connolly Architects and Consultants to provide a proposal for design services associated with the Long Term Remodeling Project. During scope and proposal development, Mr. Connolly took the initial project's site plan and estimate from December and refined them to better scope the project. Those items are attached to this TL. The most costly portion of the Long Term Remodel is a new masonry kennel building. Knowing the limited budget, the City requested Mr. Connolly provide 2 proposals for consideration:

1. Turn-Key Architectural and Implementation Services for remodel including full design (no implementation) of the new kennel building.
 - a. Fee - \$159,302
2. Turn-Key Architectural and Implementation Services for remodel omitting design of the new kennel building, while leaving a building pad in place for future expansion.
 - a. Fee - \$112,552

The available budget for the Long Term Remodel is broken down as follows:

2019 Infrastructure Bond	\$250,000.00	
Donation for Cattainer	\$17,703.56	
Cattainer Budget Item	\$24,300.00	
Total Budget inclusive of Cattainer	\$292,004.56	
Architectural & Implementation Fee Options	\$159,302.00	\$112,552.00
Remaining for Construction	\$132,702.56	\$179,452.56

The remaining construction budget will be utilized for as much of the Long Term Remodeling Project as possible. The specific construction elements that can fit within the budget will be prioritized through the design process, but will focus on:

1. New Cattainer
2. Site Work
3. Moving and renovating existing metal buildings
4. Providing ADA accessibility

For Option 1, all elements in the plan will be designed and ready for construction as additional funding becomes available. If Option 2 is chosen, all elements except the new kennel building will be designed but more funding would be available for immediate construction.

3. RECOMMENDATION

Recommend Authorizing Professional Design Services for the Animal Shelter Long Term Remodel Project to Connolly Architects and Consultants to implement Option 1 or Option 2, which is full design and implementation services with or without the inclusion of the new kennel building for \$159,302.00 or \$112,552.00.

4. FUNDING SOURCE

Funding for the Animal Shelter Long Term Remodel Project comes from the 2019 Infrastructure Bond.

5. TIMELINE

Animal Shelter discussions were on the City Council Agenda for the following meetings:

1. February 12, 2015
2. October 8, 2015
3. February 11, 2016
4. April 28, 2016
5. February 9, 2017
6. March 9, 2017
7. June 8, 2017
8. August 9, 2018
9. October 25, 2018
10. December 13, 2018

On December 13, 2018, City Council chose Option 3 to pursue Long Term Remodeling of the City's Animal Shelter.

The estimated design and construction schedule for the long term remodeling is included as an attachment to this TL (assuming no new kennel building constructed).

6. PRIOR COUNCIL ACTIONS TAKEN

December 13, 2018 – Council Approval of Long Term Remodel Option

7. OTHER OPTIONS (In order of preference)

1. Choose Option 1 – Full design of the Long Term Remodel inclusive of the new kennel building
2. Choose Option 2 - Full design of the Long Term Remodel exclusive of the new kennel building
3. Reject all proposals and delay project until additional funding is allocated.

8. ATTACHMENTS

- 9a – [Connolly Proposal – Option 1: Full Design](#)
9b – [Connolly Proposal – Option 2: Full Design and Implementation minus kennel building](#)
9c – [Updated Conceptual Site Plan](#)
9d – [Updated Cost Estimate](#)
9e – [Proposed Schedule](#)
9f – [Power Point presentation](#)

FIRST REVISED PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES

DATE: July 9, 2019

CLIENT: Mr. Brian LaBorde, City Manager
City of Taylor
400 Porter Street
Taylor, Texas 76574

DESIGN
PROFESSIONAL: Connolly Architects & Consultants
2414 Exposition Boulevard, Suite A-2
Austin, Texas 78703

PROJECT: Taylor Animal Shelter
Shelter Remodeling and New Kennel Building

Dear Mr. LaBorde:

Connolly Architects & Consultants appreciate the opportunity to submit this proposal for professional design consulting services for the above-referenced project. This letter will serve as the agreement for consulting services. Our understanding of the project and the following scope of services is based on project information provided by telephone conversations, email and text exchanges with Chief of Police Fluck and Jacob Walker of HDR over the last two months as well as the attached site plan and project schedule pdf's dated June 10, 2019. Please note this assumes a construction period of three months because of the sequential nature of the project.

- I. READY FOR BID and implementation (contract administration) to include but not limited to:
 - A. Site Demolition and Improvements
 - 1. New concrete driveway, parking and service yard, street sign, new flagpole, new lawn, new irrigation, new covered and shaded synthetic grass yards, new fencing and new sidewalks
 - B. Remodeling of four existing buildings – all to receive new paint inside and outside.
 - 1. Existing school portable building is to be remodeled into new lobby, restroom, office, storage and conference/breakroom. Remodeling includes: replacing wood ramp, wood stoop, ceiling tile and insulation; vaulting the lobby. The portable building will be moved.
 - 2. Existing office into cat/laundry – add new vinyl tile flooring. It will also be moved and get its wood stoop and ramp replaced.
 - 3. Existing kennel remodeling – need new mechanical units, new water heater and new roof and new covered yard.
 - C. Two existing storage buildings to be moved and exterior painted – no electrical lighting.
 - D. New “Cattainer” – \$22,000 all-inclusive design/build project with new floor, ceiling and wall finishes, insulation and new in the wall HVAC unit.
 - E. New shipping container with electrical lighting
 - F. All portable buildings to be moved will have new road base footprints for installation flexibility.
- II. READY FOR BID only
 - A. New 1,270 square foot concrete block dog adoption building.
 - 1. Through the wall HVAC units and vaulted ceiling.

IV. COMPENSATION FOR SERVICES

A. Consultants

1. Surveying		\$7,575.
a. Design Survey	\$6,325.	
b. Easement Metes and Bounds (Each)	\$1,250.	
2. Geotech Report		\$3,500.
3. Civil Engineering		\$33,125.
a. Conceptual Planning & Feasibility	\$1,500.	
b. Site Preparation & Submittal	\$20,900.	
c. Site Plan Processing	\$6,600.	
d. Construction Phase Services	\$4,125.	
4. MEP Engineering		\$15,000.
5. Structural Engineering		\$7,000.
SUBTOTAL		\$66,200.
6. Consultants' coordination (10% of Consultants' SUBTOTAL)		\$6,620.
7. Architectural – site work and remodeling		\$35,000.
a. Site prep and new site plan.		
b. Cat/laundry demolition and discard implementation		
c. As-built drawings of buildings to be re-modeled – floor plan, reflected ceiling plans and exterior elevations – existing school building, existing office and existing dog kennels.		
d. Design/build scope of work for all work necessary to re-locate two existing portable buildings with their respective new wood entry landings and ramps; re-locate two storage sheds; and setting the new cattainer and the new storage container.		
e. Existing dog kennel new roof and covered extension		
f. Design/build new Cattainer floor plan, building sections, material selections and elevations.		
g. New Dog Adoption Building, with a new covered courtyard; dumpsters' enclosure (bidding documents only – no implementation)		
h. Site improvements – New shaded exercise yard; new dumpsters' enclosure; new landscaping; new flagpole; new monumental sign; new fencing for two new synthetic grass yards; and new service yard fencing and electronic gate.		
i. This includes a maximum of two city council meeting project updates during construction.		
j. A maximum of 10 Site Visits includes all phases.		
k. Coordination with city-provided TAS consultant to ensure ADA compliance.		
l. Does not include implementation (contract administration) of A/E work provided that exceeds \$272,000 or implementation (contract administration) of the new dog kennel building.		
8. A/E services New 1,270 square foot Kennel Building - does not include implementation (Contract Administration)		\$37,000.
All Architectural/Engineering Services Subtotal		\$144,820.
9. 10% Contingency (used only with City authorization)		\$14,482.
10. Total of all Architectural/Engineering fees with a 10% contingency		\$159,302.

A considerable amount of architectural schematic and design development work has already been completed on the architectural remodeling of the project. This was in order to determine the scope of work for the respective civil, MEP and structural engineers and necessary for them to prepare their proposals.

Statements will be issued at the end of the month and/or at the conclusion of a specific phase – whichever comes first. A contingency allowance is included in the project because of the scope creep nature of a remodeling project. Such additional services, if deemed to be necessary, will be rendered only with prior approval by the city to beginning work. The attached hourly rate schedule will be used to determine the fees for that work.

If these terms are acceptable, please sign two copies and return one of them to us. Thank you for the opportunity to work with you on this much-needed project.

Sincerely,

A handwritten signature in cursive script that reads "Larry Connolly".

Larry Connolly, FAIA
President
CONNOLLY ARCHITECTS & CONSULTANTS

Brian LaBorde
City Manager
City of Taylor, Texas

RATE SCHEDULE

The following rate schedule will become effective January 1, 2017.

PRINCIPAL	\$210.00/Hour
ARCHITECT 1	\$180.00/Hour
ARCHITECT 2	\$150.00/Hour
INTERN 1	\$120.00/Hour
INTERN 2	\$90.00/Hour

Reimbursable Expenses - Are in addition to the hourly rates above and include expenses incurred by the Architect and his employees and consultants in the interest of the Project, as identified in the following unless addressed in a flat fee:

Office photocopy reproduction 20 cents per sheet
Vehicle mileage per IRS guideline

Other reimbursables
Cost plus 15%
Consultants
Travel expenses
Postage
Freight
Commercial Reproduction
Model Making Materials
Purchases of equipment
Purchases of materials

Payments are due upon receipt. Amounts that are unpaid thirty (30) days after the invoice date shall bear interest at the rate of twelve percent (12%) per annum or one percent (1%) per month.

SECOND REVISED PROPOSAL AND AGREEMENT FOR PROFESSIONAL SERVICES

DATE: July 9, 2019

CLIENT: Mr. Brian LaBorde, City Manager
City of Taylor
400 Porter Street
Taylor, Texas 76574

DESIGN
PROFESSIONAL: Connolly Architects & Consultants
2414 Exposition Boulevard, Suite A-2
Austin, Texas 78703

PROJECT: Taylor Animal Shelter
Shelter Remodeling

Dear Mr. LaBorde:

Connolly Architects & Consultants appreciate the opportunity to submit this proposal for professional design consulting services for the above-referenced project. This letter will serve as the agreement for consulting services. Our understanding of the project and the following scope of services is based on project information provided by telephone conversations, email and text exchanges with Chief of Police Fluck and Jacob Walker of HDR over the last two months as well as the attached site plan and project schedule pdf's dated June 10, 2019. Please note this assumes a construction period of three months because of the sequential nature of the project.

- I. READY FOR BID and implementation (contract administration) to include but not limited to:
 - A. Site Demolition and Improvements
 - 1. New concrete driveway, parking and service yard, street sign, new flagpole, new lawn, new irrigation, new covered and shaded synthetic grass yards, new fencing and new sidewalks
 - B. Remodeling of four existing buildings – all to receive new paint inside and outside.
 - 1. Existing school portable building is to be remodeled into new lobby, restroom, office, storage and conference/breakroom. Remodeling includes: replacing wood ramp, wood stoop, ceiling tile and insulation; vaulting the lobby. The portable building will be moved.
 - 2. Existing office into cat/laundry – add new vinyl tile flooring. It will also be moved and get its wood stoop and ramp replaced.
 - 3. Existing kennel remodeling – need new mechanical units, new water heater and new roof and new covered yard.
 - C. Two existing storage buildings to be moved and exterior painted – no electrical lighting.
 - D. New “Cattainer” – \$22,000 all-inclusive design/build project with new floor, ceiling and wall finishes, insulation and new in the wall HVAC unit.
 - E. New shipping container with electrical lighting
 - F. All portable buildings to be moved will have new road base footprints for installation flexibility.

IV. COMPENSATION FOR SERVICES

A. Consultants

1. Surveying		\$7,575.	
a. Design Survey	\$6,325.		
b. Easement Metes and Bounds (Each)	\$1,250.		
2. Geotech Report		\$3,500.	
3. Civil Engineering		\$33,125.	
a. Conceptual Planning & Feasibility	\$1,500.		
b. Site Preparation & Submittal	\$20,900.		
c. Site Plan Processing	\$6,600.		
d. Construction Phase Services	\$4,125.		
4. MEP Engineering		\$12,000.	
5. Structural Engineering		\$5,000.	
SUBTOTAL			\$61,200.
6. Consultants' coordination (10% of Consultants' SUBTOTAL)			\$6,120.
7. Architectural – site work and remodeling			\$35,000.
a. Site prep and new site plan.			
b. Cat/laundry demolition and discard implementation			
c. As-built drawings of buildings to be re-modeled – floor plan, reflected ceiling plans and exterior elevations – existing school building, existing office and existing dog kennels.			
d. Design/build scope of work for all work necessary to re-locate two existing portable buildings with their respective new wood entry landings and ramps; re-locate two storage sheds; and setting the new cattainer and the new storage container.			
e. Existing dog kennel new roof and covered extension			
f. Design/build new Cattainer floor plan, building sections, material selections and elevations.			
g. New Dog Adoption Building, with a new covered courtyard; dumpsters' enclosure (bidding documents only – no implementation)			
h. Site improvements – New shaded exercise yard; new dumpsters' enclosure; new landscaping; new flagpole; new monumental sign; new fencing for two new synthetic grass yards; and new service yard fencing and electronic gate.			
i. This includes a maximum of two city council meeting project updates during construction.			
j. A maximum of 10 Site Visits includes all phases.			
k. Coordination with city-provided TAS consultant to ensure ADA compliance.			
8. All Architectural/Engineering Services Subtotal			\$102,320.
9. 10% Contingency (used only with City authorization)			\$10,232.
10. Total of all Architectural/Engineering fee's with a 10% contingency			\$112,552.

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City Manager
City of Taylor, Texas

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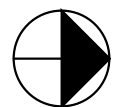
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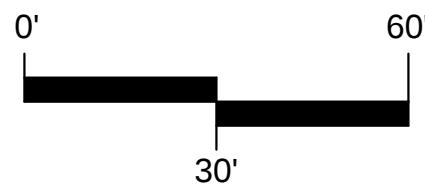
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PUBLIC



PRIVATE



NEW SITE PLAN PHASE 1 - 2019 06/12/2019

- 1 OFFICE
- 2 NEW CATTAINER
- 3 EXISTING TOWER
- 4 SHADED YARD
- 5 NEW KENNEL BLDG
- 6 EXISTING KENNEL

- 7 COVERED YARD
- 8 SERVICE YARD
- 9 FOOD STORAGE
- 10 CAT HOLDING
- 11 EQUIPMENT STORAGE
- 12 DUMPSTER ENCLOSURE

- 13 TRELLISED EXERCISE YARD
- 14 NEW SIGN
- 15 FLAG POLE
- 16 NEW STORAGE CONTAINER

LONG TERM REMODELING WITH ONE NEW BUILDING

Task	December 3, 2018 estimate	June 13, 2019 estimate
Demolition and disposal including concrete foundations	•	
Demolition and disposal not including concrete foundations (\$30,000 salvage credit)		•
Metal Barn	•	•
Exterior Kennel Building	•	•
Laundry/Cat Building	•	•
Loose asphalt paving	•	•
New concrete driveway, public parking and service yard	•	•
New concrete sidewalks for six buildings	•	•
New landscaping – grass yards	•	•
New shaded synthetic grass yard (between buildings)	•	•
New fencing with automatic gate to secure staff only areas	•	•
Utilities – water supply, wastewater and electrical service to two new and one re-purposed buildings	•	•
New trellised exercise yard (old metal barn), new uncovered small yard (old laundry/cat foundation, monumental sign, flagpole		•
New dumpsters' enclosure and new shipping container (storage only)		•
Decomposed granite around cattainer and exercise yard (materials and labor by volunteers)		•
Landscaping (softscape materials and labor by volunteers)		•
Total Site Work Cost	\$126,000	\$166,000
New office building – relocate existing TISD building, wall demolition, new floor tile, new window, doors, new counters, plumbing, replacing ceiling tile and painting; painting other buildings	•	•
New wood stoops and ramps for old school building and old office. New shower in old school building		•
Remodel existing office into new cat/laundry building	•	•
Re-locate old office, and two storage sheds		•
Re-model existing dog kennel - Replace roof, new HVAC, new water heater, doors and covered yard		•
Total Remodeling Cost	\$70,000	\$120,000
New Cattainer	\$22,000	\$22,000
New Kennel Building (1,200 sf x \$350 psf)	\$462,000	
New Kennel Building (1,500 sf x \$300 psf)		\$450,000
TOTAL HARD COSTS	\$680,000	\$758,000

Animal Shelter

Topics

- Historical Overview
- Review of 12/13/18 Presentation on Long Term Remodel
- Updated Site Plan & Budget
- Connolly Proposals and Options

Historical Overview

- 1. February 12, 2015*
- 2. October 8, 2015*
- 3. February 11, 2016*
- 4. April 28, 2016*
- 5. February 9, 2017*
- 6. March 9, 2017*
- 7. June 8, 2017*

8. August 9, 2018 – Larry Connolly presented Needs Assessment and Feasibility Study

9. October 25, 2018 – Larry Connolly presented Temporary Holding Facility Concept and Costs

10. December 13, 2018 – Larry Connolly presented Long Term Remodeling Master Plan & Turn Key Costs of Four Options – Council approved Option 3 –Long Term Remodeling

12/13/18 Long Term Remodel

LONG-TERM REMODELING MASTER PLAN & FOUR OPTIONS' TURNKEY COSTS



**CITY OF TAYLOR
ANIMAL CENTER**

2019 SITE PLAN - PHASE 1



CONCEPTUAL BUDGET

1. <u>HARD COSTS</u>		
Site Work	\$126,000	
Three buildings demolition and disposal		
New Water Supply, Wastewater and Elec. Service		
New Paving and Sidewalks		
New Landscaping – Grass Yards		
New Fencing with Secured Automatic Gate		
Building Remodeling	\$70,000	
New Office Building – Move existing building, wall demolition, new floor tile, new window, doors, new counters, plumbing, replacing ceiling tile and painting; painting other buildings.		
New Cattainer	\$22,000	
New Kennel Building (1,200 sf x 350sf)	\$462,000	
TOTAL HARD COSTS		\$680,000

CONCEPTUAL BUDGET

2. <u>SOFT COSTS</u>		
Architect/Engineer Fee (15% of Construction Cost)	\$102,000	
Municipal Project Manager (8% of Construction Cost)	\$54,400	
Other Soft Costs (10% of Construction Cost)	\$68,000	
Permit Fees (1.5%)		
Geotech Report, Survey and Materials Testing		
Furnishings and Equipment		
Signage (Building Only)		
Information Technology/Telecom Allowance		
TOTAL SOFT COSTS		\$224,400
3. HARD & SOFT COSTS SUBTOTAL		\$904,400
4. PROJECT CONTINGENCY (10%)		<u>\$90,440</u>
TOTAL PROJECT BUDGET		\$994,840

Updated Site Plan & Budget



Connolly Proposals & Options

Animal Shelter Budget Summary		
2019 Infrastructure Bond	\$250,000.00	
Donation for Cattainer	\$17,703.56	
Cattainer Budget Item	\$24,300.00	
Total Budget	\$292,004.56	
	Option 1	Option 2
Connolly Proposals	Full Design	Partial Design
Architectural & Implementation Fee	\$159,302.00	\$112,552.00
Remaining for Construction	\$132,702.56	\$179,452.56





City Council Meeting July 25, 2019 Transmittal Letter

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 10

Agenda Title: **Consideration and Possible Action on Authorizing Professional Design Services for Robinson Street or Wabash Street for the Street Reconstruction portion of the 2019 Infrastructure Bond. (Jacob Walker)**

Council Action to be taken: Consideration and Possible Action on Authorizing Professional Design Services for Robinson Street or Wabash Street for the Street Reconstruction portion of the 2019 Infrastructure Bond.

Department Submitted: Public Works

Staff Contact: Jim Gray, Director of Public Works
Jacob Walker, HDR Engineering, Inc.

1. PURPOSE/DESCRIPTION

This item is related to the street reconstruction portion of the 2019 Infrastructure Bond.

2. STAFF ANALYSIS (How and Why)

On February 14, 2019, HDR introduced the 2019 Infrastructure Bond, including 19 qualifying streets for rebuild consideration. Streets were evaluated based on previous pavement condition scores, confirmed through site visits, functional classification and route efficiency. Higher route efficiency was given to streets serving multiple parcels, civic and commercial uses, and/or providing a continuous through route across an area of town. HDR presented these 19 street segments asking for Council feedback to assist staff identifying priority streets.

After receiving Council feedback, HDR updated the street priority rankings and presented the recommended streets based on the scoring, budget available, and district location on March 14th. Council approved the selected streets and asked for engineering proposals for Lynn Street, 3rd Street, W. Lake Drive, Wabash Street, and Edmond Street.

On June 13, HDR provided a proposal for engineering design of 4 street segments selected on March 14th (Lynn, 3rd, W. Lake, and Wabash). During the discussion of streets, Council chose to swap Wabash Street for Robinson Street. After HDR described

that each street required a unique design approach, Council directed HDR to develop a separate design proposal for Robinson Street for the next City Council meeting. Council approved the design proposals for Lynn, 3rd, and W. Lake.

HDR created a cost estimate for Robinson Street to determine the construction limits that could fit within the available bond funding as a swap for Wabash Street. The construction limits that fit within the available funding did not encompass the entire street segment.

On June 27, HDR provided a separate proposal for the full design of Robinson Street (from the northern dead end to Frank St.). In the Transmittal Letter and attachments, HDR described that the intent of the project was to construct from the northern dead end to the railroad ROW, while designing for the full extents in the event bid pricing comes in lower than estimated. This proposal was approved on the consent agenda, but the proposal was never signed by the City Manager in order to have further discussion.

3. RECOMMENDATION

Recommend confirming the approval of Robinson Street or selecting Wabash Street as the final street for the 2019 Infrastructure Bond and authorizing the City Manager to enter into a contract with HDR Engineering, Inc. to perform the work.

4. FUNDING SOURCE

Funding from the 2019 Infrastructure Bond.

5. TIMELINE

Street Selections were on the City Council Agenda for the following meetings:

1. February 14, 2019
2. March 14, 2019
3. June 13, 2019
4. June 27, 2019

6. PRIOR COUNCIL ACTIONS TAKEN

1. March 14, 2019 – Approved selected streets: Lynn, 3rd, W. Lake, and Wabash
2. June 13, 2019 – Approved design proposal for all except Wabash in order to swap with Robinson
3. June 27, 2019 – Approved Robinson design proposal

7. OTHER OPTIONS (In order of preference)

1. Choose to select Robinson St. or Wabash St. in the 2019 Infrastructure Bond
2. Choose to design both streets and prioritize which street to construct as design progresses or bids are received.
3. Reject all proposals and reevaluate street selection.

8. ATTACHMENTS

10a – [PowerPoint Presentation](#)

10b – [Robinson Street Exhibit](#)

10c – [Wabash Street Exhibit](#)



2019 Infrastructure Bond

Council Date: 7/25/2019

Topics

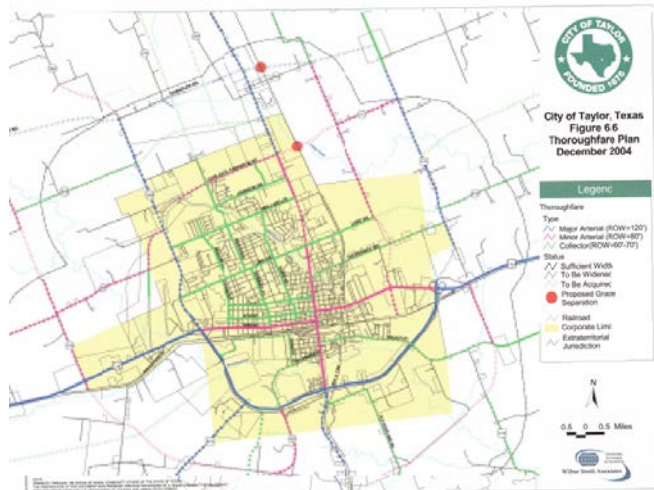
- Street Selection & Prioritization
 - 2/14/2019 Street Priority List
 - 3/14/2019 Street Priority List
 - Wabash Street Exhibit
 - Robinson Street Exhibit
- 
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Selection & Prioritization

- The following criteria was used to select and prioritize Street Reconstruction Projects:
 - Functional Classification (Arterial, Collector, Local)
 - Street Connectivity
 - Number of Adjacent Parcels
 - Pavement Condition
 - Concurrent Project Opportunities
 - Distribution between Council Districts
- 
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Functional Classification & Street Connectivity

- Streets identified as an Arterial or Collector were prioritized over Local Streets
- Prioritization of Multiple Local Streets
 - Provides access to arterials or collectors
 - Provides access to more residential lots
 - Provides a feasible route alternative
 - Provides access to a civic or commercial uses



Pavement Condition

- Utilized Previously Recorded PCI Scores & Field Inspection
- Identified Streets with Structural Failures
 - Pavement Heaving
 - Significant Cracking (>1/2" Gap)
 - Pavement no Longer Drains Properly



3rd Street - Existing Pavement Condition

Concurrent Project Opportunities

- Considered Adjacent Projects (e.g. Drainage Improvements, Utility Upgrades)
 - Opportunity to combine with other projects
 - Culvert Crossings
 - Underground Utilities
 - Compared Street Reconstruction Projects with MDUS Proposed Projects/Improvements
- 
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2/14/2019 Street List

Proj ID	Primary Street	From	To	Func. Class	Length (mi)	Total Project Cost	District
1	N LYNN ST	Lake Dr	Davis St	Local	0.39	\$ 1,616,899.65	District 4
2	W RIO GRANDE ST	Doak St	Main St	Collector	0.40	\$ 1,851,174.25	District 1
3	W LAKE DR	Carlos G Parker	Old Georgetown	Collector	0.15	\$ 618,097.03	District 3
4	WABASH ST	Beech St	Main St	Local	0.26	\$ 744,084.06	District 1
5	VICTORIA ST	2nd Street	7th Street	Local	0.32	\$ 1,144,456.71	District 2
6	3RD ST	Howard St	Davis St	Local	0.34	\$ 1,106,336.24	District 2
7	DRAKE LN	Davis St	Donna Dr	Local	0.10	\$ 401,909.78	District 4
8	EDMOND ST PH2	7th Street	Cecelia St	Local	0.12	\$ 1,229,000.00	District 2
9	EDMOND ST PH3	Grace St	McLain St	Local	0.17	\$ 1,295,700.00	District 2
10	W 7TH ST	Howard St	Kimbrow St	Collector	0.14	\$ 645,984.95	District 2
11	W 7TH ST	Kimbrow St	Davis St	Collector	0.20	\$ 1,101,268.97	District 2
12	LIZZIE ST	2nd Street	Cecelia St	Local	0.45	\$ 1,265,731.32	District 2
13	KIRK ST	Stasny St	Davis St	Local	0.27	\$ 1,045,094.02	District 4
14	BURKETT ST	2nd Street	Stacy St	Local	0.45	\$ 1,438,221.54	District 1
15	DEBUS DR	2nd Street	Lake Dr	Local	0.56	\$ 2,181,111.96	District 3
16	N LYNN ST	Davis St	Bel Air Dr	Local	0.14	\$ 563,484.21	District 4
17	3RD ST	Davis St	Vance St	Local	0.13	\$ 462,585.42	District 2
18	E PECAN ST	Booth St	Barker St	Local	0.10	\$ 507,445.56	District 1
19	BURKETT ST	Stacy St	Old Thorndale	Local	0.22	\$ 662,412.92	District 1
Total:					4.93	\$ 19,880,998.60	

CDBG Funding Available

Drainage Improvement Project

Public Works Utility Project

3/14/2019 Street List

Proj ID	Primary Street	From	To	Func. Class	Adjacent Parcels	Length (mi)	Total Project Cost	District	Priority Score
1	N LYNN ST	Lake Dr	Gilmore St	Local	27	0.26	\$ 1,570,000	District 4	95.3
2	W LAKE DR	Carlos G Parker	Old Georgetown	Collector	5	0.15	\$ 988,750	District 3	93.8
3	WABASH ST	Beech St	Main St	Local	18	0.26	\$ 1,558,750	District 1	90.3
4	3RD ST	Shaw St	Davis St	Local	17	0.22	\$ 1,576,250	District 2	90.1
5	EDMOND ST PH2	7th Street	Cecelia St	Local	19	0.12	\$ 1,597,125	District 2	84.0
6	EDMOND ST PH3	Grace St	McLain St	Local	17	0.17	\$ 1,626,250	District 2	91.0
TOTAL					103	1.19	\$ 8,917,125		

7	N LYNN ST	Gilmore	Davis St	Local	8	0.14	\$ 740,000	District 4	90.7
8	W 7TH ST	Howard St	Davis St	Collector	37	0.34	\$ 3,283,000	District 2	90.3
9	VICTORIA ST	2nd Street	7th Street	Local	26	0.32	\$ 1,295,700	District 2	89.1

10	W RIO GRANDE ST	Doak St	Main St	Collector	37	0.40	\$ 2,591,644	District 1	89.4
11	LIZZIE ST	2nd Street	Cecelia St	Local	55	0.45	\$ 1,772,023	District 2	88.1
12	ROBINSON ST	Frank St	Dead End	Local	32	0.21	<i>not estimated</i>	District 1	88.1
13	KIRK ST	Stasny St	Davis St	Local	26	0.27	\$ 1,463,132	District 4	87.2
14	BURKETT ST	2nd Street	Stacy St	Local	46	0.45	\$ 2,013,509	District 1	86.1
15	DEBUS DR	2nd Street	Lake Dr	Local	54	0.56	\$ 3,053,555	District 3	85.9
16	N LYNN ST	Davis St	Bel Air Dr	Local	7	0.14	\$ 788,878	District 4	80.0
17	3RD ST	Davis St	Vance St	Local	13	0.13	\$ 648,200	District 2	76.5
18	E PECAN ST	Booth St	Barker St	Local	23	0.10	\$ 710,422	District 1	72.0
19	BURKETT ST	Stacy St	Old Thorndale	Local	23	0.22	\$ 927,422	District 1	64.8

CDBG Funding Available

Drainage Improvement Project

Public Works Utility Project



PAVEMENT SECTION

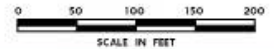
- 4" ASPHALT AND PRIME COAT
- 10" FLEXIBLE BASE (TY-A GR 2)
- 10" EMBANKMENT SUBGRADE (TY C)

NOTES:

1. ASSUMES REPLACEMENT OF ALL EXISTING WATER AND WASTEWATER LINES.
2. THE UTILITY INFORMATION SHOWN IS PROVIDED BY OTHERS. THIS INFORMATION WAS OBTAINED SOLELY FOR THE USE OF THE SCHEMATIC DESIGN. THE ACCURACY AND SUFFICIENCY OF THE INFORMATION SHOWN IS NOT GUARANTEED.

LEGEND

- | | |
|---|---|
| RECONSTRUCTION | SET |
| CURB & GUTTER | WATER LINE |
| RIBBON CURB | WASTEWATER LINE |
| ASPHALT DRIVEWAY | EDGE OF PAVEMENT |
| CONCRETE DRIVEWAY | CULVERT |
| VALLEY GUTTER | ROW LINE |
| INLET | |



CITY OF TAYLOR
WABASH ST
BEECH TO S MAIN



HDR HDR Engineering, Inc.
7110 Western Crossing, Suite 150
Round Rock, Texas 78665
Texas Registered Engineering Firm F-754

Street	Cost	Length	Residences with Direct Impact	Residence with Indirect Impact	Total Residences
Robinson (Dead End thru Railroad)	\$1,722,476	1,147'	6 + Church	17	23 + Church
Robinson (Railroad to Frank)	\$475,000	557'	Wilco Grain	5	5 + Wilco Grain



PAVEMENT SECTION

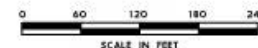
4" ASPHALT AND PRIME COAT
10" FLEXIBLE BASE (TY-A GR 2)
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LEGEND

 RECONSTRUCTION	 SET
 CURB & GUTTER	 6"-8" WATER LINE
 RIBBON CURB	 18"-24" WASTEWATER LINE
 ASPHALT DRIVEWAY	 EDGE OF PAVEMENT
 CONCRETE DRIVEWAY	 CULVERT
 VALLEY GUTTER	 ROW LINE
 INLET	

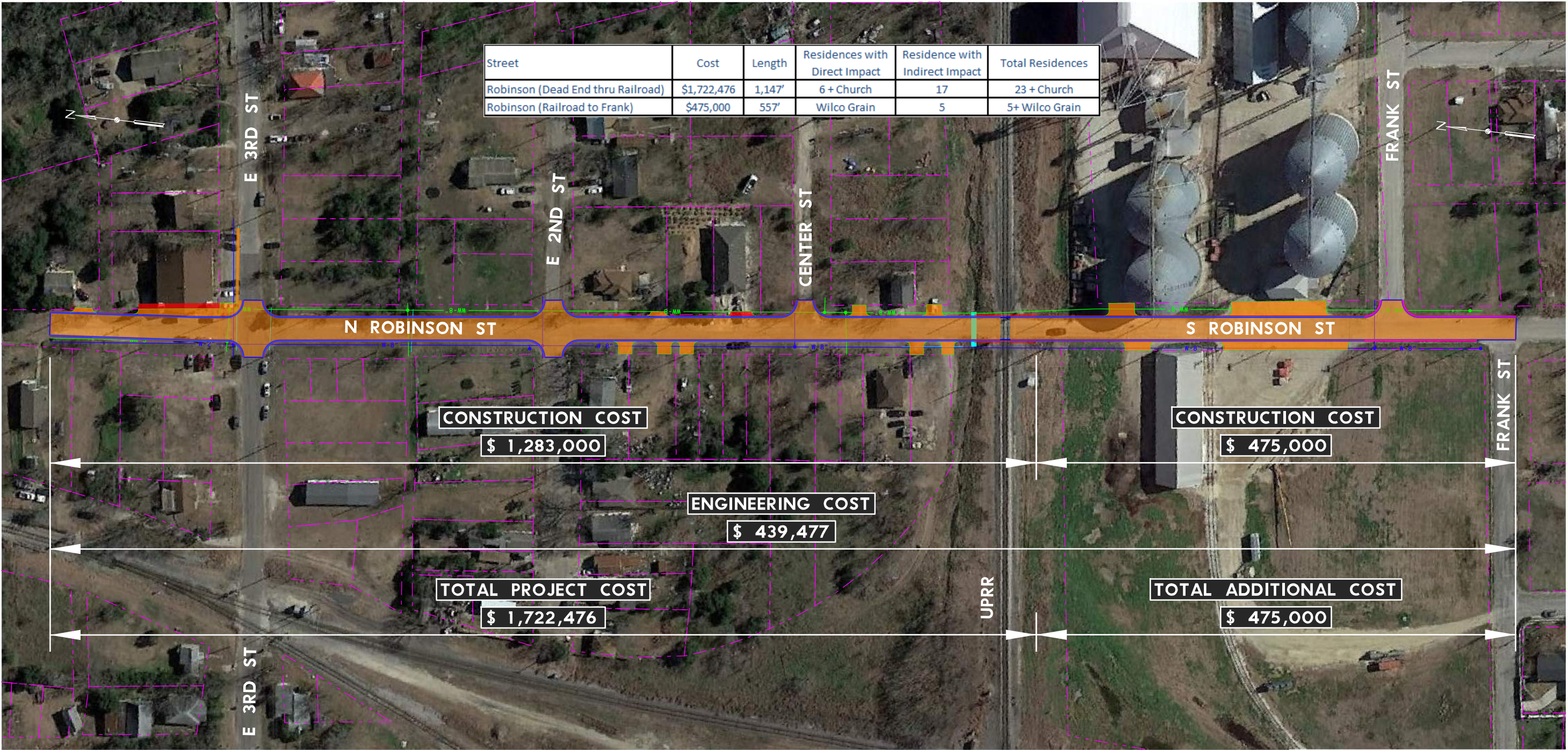


**CITY OF TAYLOR
ROBINSON ST**



HDR HDR Engineering, Inc.
710 Harten Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

PLOT DRIVER: TXDOT_PDF_COLOR.plt
USER: JCARLTON DATE: 7/11/2019
PENTABLE: TXDOT
TIME: 11:38:31 AM
SCALE: 1/20
FILE: \



Street	Cost	Length	Residences with Direct Impact	Residence with Indirect Impact	Total Residences
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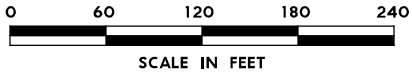
CONSTRUCTION COST
\$ 1,283,000

ENGINEERING COST
\$ 439,477

TOTAL PROJECT COST
\$ 1,722,476

CONSTRUCTION COST
\$ 475,000

TOTAL ADDITIONAL COST
\$ 475,000



PAVEMENT SECTION
4" ASPHALT AND PRIME COAT
10" FLEXIBLE BASE (TY-A GR 2)
10" EMBANKMENT SUBGRADE (TY C)

NOTES:
1. ASSUMES REPLACEMENT OF ALL EXISTING WATER AND WASTEWATER LINES.
2. THE UTILITY INFORMATION SHOWN IS PROVIDED BY OTHERS. THIS INFORMATION WAS OBTAINED SOLELY FOR THE USE OF THE SCHEMATIC DESIGN. THE ACCURACY AND SUFFICIENCY OF THE INFORMATION SHOWN IS NOT GUARANTEED.

LEGEND

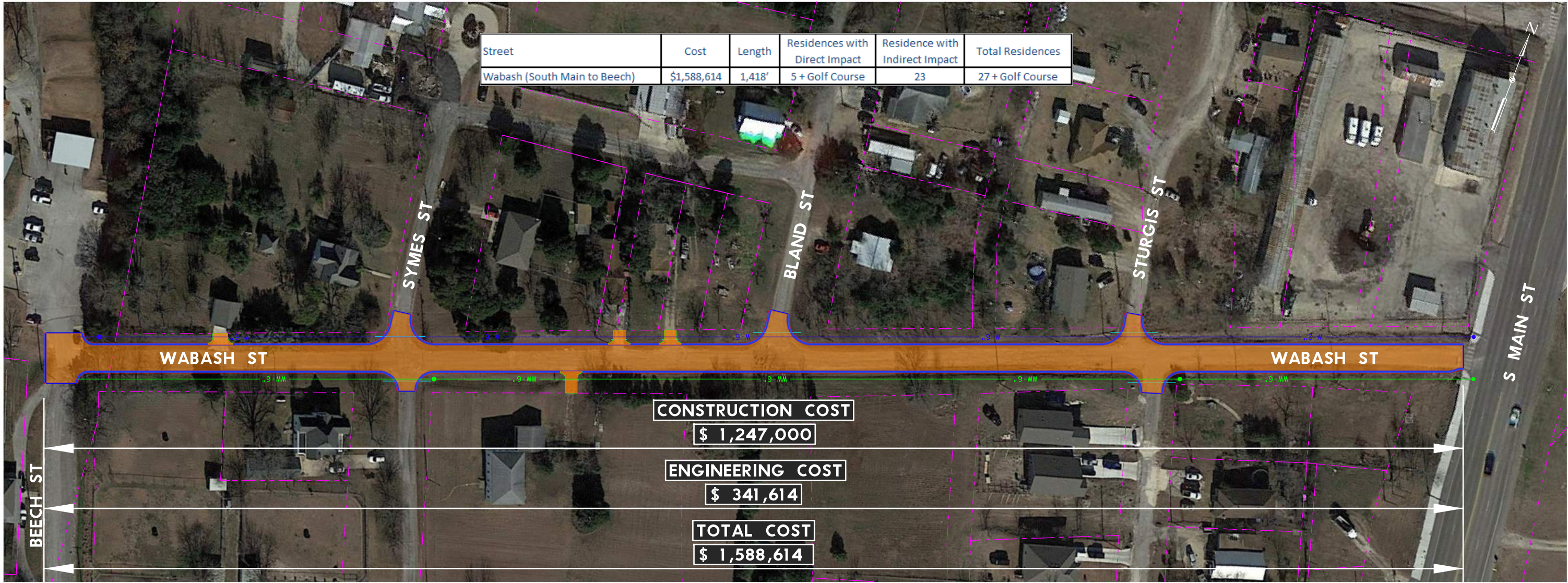
- | | |
|-------------------|-----------------------|
| RECONSTRUCTION | SET |
| CURB & GUTTER | W-8" WATER LINE |
| RIBBON CURB | WW-8" WASTEWATER LINE |
| ASPHALT DRIVEWAY | EDGE OF PAVEMENT |
| CONCRETE DRIVEWAY | CULVERT |
| VALLEY GUTTER | ROW LINE |
| INLET | |

CITY OF TAYLOR
ROBINSON ST



HDR
HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754

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USER: JCARLTON DATE: 7/16/2019 TIME: 10:54:52 AM SCALE: 1:100
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PAVEMENT SECTION
4" ASPHALT AND PRIME COAT
10" FLEXIBLE BASE (TY-A GR 2)
10" EMBANKMENT SUBGRADE (TY C)

NOTES:
1. ASSUMES REPLACEMENT OF ALL EXISTING WATER AND WASTEWATER LINES.
2. THE UTILITY INFORMATION SHOWN IS PROVIDED BY OTHERS. THIS INFORMATION WAS OBTAINED SOLELY FOR THE USE OF THE SCHEMATIC DESIGN. THE ACCURACY AND SUFFICIENCY OF THE INFORMATION SHOWN IS NOT GUARANTEED.

LEGEND

RECONSTRUCTION	SET
CURB & GUTTER	W-8"
RIBBON CURB	WW-8"
ASPHALT DRIVEWAY	EDGE OF PAVEMENT
CONCRETE DRIVEWAY	CULVERT
VALLEY GUTTER	ROW LINE
INLET	



CITY OF TAYLOR
WABASH ST
BEECH TO S MAIN



HDR HDR Engineering, Inc.
710 Hesters Crossing, Suite 150
Round Rock, Texas 78681
Texas Registered Engineering Firm F-754



City Council Meeting July 25, 2019 Transmittal Letter

STRATEGIC PILLAR

☒ Streets/Infrastructure

☐ Quality of Life

☐ Economic Vitality

Agenda Item #: 11

Agenda Title: **Consider Bid Award for the 2019 Street Maintenance Project (Jim Gray/ Jacob Walker)**

Council Action to be taken: Consideration and Possible Action on authorization of the City Manager to enter into contract with Alpha Paving Industries LLC for the 2019 Street Maintenance Project and authorization of the City Manager to enter into contract with RKCI for materials testing services.

Department Submitted: Public Works

Staff Contact: Jim Gray, Director of Public Works
Jacob Walker, HDR Engineering, Inc.

1. PURPOSE/DESCRIPTION

This item is related to the annual maintenance project for identified city streets.

2. STAFF ANALYSIS (How and Why)

On June 13, 2019 City Council authorized solicitation of bids for the 2019 Street Maintenance Project, which consists of mill & overlay of city streets. On July 11, 2019 at 2:00 PM, HDR Engineering, Inc. and the City of Taylor opened bids for the 2019 Street Maintenance Project. Three (3) contractors, Alpha Paving, Lone Star Paving, and Texas Materials, submitted sealed bids with bid prices of \$283,580.00, \$323,279.00, and \$367,196.00 respectively. The low bid contractor, Alpha Paving, submitted bids 3.5% higher than the preliminary estimate. Based on the information presented in the bid proposal, HDR recommends the City of Taylor accept the bid from Alpha Paving in the amount of \$283,580.00.

Materials testing for the project will be performed by Raba Kistner (RCKI), estimated at \$5,800.00.

The low bid for Williamson County's maintenance project (which included the city portions of CR 368, CR 369 and Cottonrows Lane), was 14% under the estimate. This savings can be used to offset the increase for the City's maintenance project. The updated budget is shown below. Note that, based on the bid prices, the project will cover the

selected streets only. The contingency streets, which included the parking on Sunny (Rank 38), Grace (Rank 25), Crystal (Rank 27), and continuation of Holly Springs (Rank 41), will not be included in the project.

2019 Street Maintenance Program Budget

Budget:	\$450,000
Withheld for City Maintenance:	\$50,000
Williamson County Seal Coat:	\$78,000
Mill & Overlay Contract:	\$284,200
Engineering:	\$32,000
Materials Testing:	\$5,800

Estimated Council District Allocations

District	Estimated Allocation	Length	Type
1	\$87,000	2,025'	Mill & Overlay
2	\$78,000	8,653'	Seal Coat
3	\$104,000	2,385'	Mill & Overlay
4	\$93,000	1,853'	Mill & Overlay

2019 Street Maintenance List

	Completed in 2018
	Selected Steets
	Recommend Separate Package Due to Curb Costs
	Removed From List (5th is downtown, Meadow cracks are widening, Debra & Thomas in good condition, McClure failing)
	Street in Good Condition, Delay Maintenance Until Needed

Rank	Street Name	From	To	Length	Width	District	PCI	Total Cost	Cost/SY
1	Cecelia	Thompson	Howard	355	21	4	100	\$ 9,303.66	\$ 11.24
1	Cecelia	Kimbro	Thompson	338	21	4	100	\$ 8,865.44	\$ 11.24
2	Simon	MLK	Pecan	292	30	1	100	\$ 10,826.85	\$ 11.13
3	Robinson	Frank	MLK	319	30	1	100	\$ 11,827.96	\$ 11.13
4	7th	Fowzer	Davis	540	40	2	100	\$ 56,081.60	\$ 23.37
4	7th	Vance	Fowzer	360	40	2	100	\$ 37,387.74	\$ 23.37
5	Grace St	Cul-De-Sac	Blackland	306	30	3	100	\$ 14,989.23	\$ 11.24
6	Robin	Hidden Meadow	Boyer Dr.	1085	27	3	100	\$ 35,899.99	\$ 11.24
7	Drake	Holly	Mildred	320	27	4	100	\$ 10,651.75	\$ 11.10
8	Pecan	Booth	Main	318	30	1	100	\$ 11,790.88	\$ 11.12
8	Pecan	Simon	Booth	367	30	1	100	\$ 13,607.71	\$ 11.13
9	Fisher	Stasny	North	611	27	4	100	\$ 20,202.87	\$ 11.23
10	Greenlawn	Mallard	Oaklawn	1147	27	3	100	\$ 47,439.30	\$ 13.79
11	Laurel	Lake	Maresh	461	22	1	100	\$ 12,504.71	\$ 11.10
12	Bull Run	Mallard	Cottonbowl	500	27	4	100	\$ 16,773.90	\$ 11.18
13	Talley	MLK	Pecan	296	30	1	100	\$ 10,975.16	\$ 11.12
14	Holly Springs	Dahlberg	200' South	200	27	1 & 4	100	\$ 6,657.34	\$ 11.10
15	Brookwood	Davis	Cul-De-Sac	340	26	1	58	\$ 46,400.00	\$ 32.91
16	Jason	Boyer Dr.	Kent	1249	26	3	71	\$ 49,800.00	\$ 12.67
17	Possum	Cottonbowl	Mallard	597	26	4	53	\$ 44,600.00	\$ 25.86
18	5th	Talbot	Vance	350	46	2	55	\$ 22,700.00	\$ 12.69
19	7th	Talbot	Vance	350	36	2	46	\$ 117,000.00	\$ 83.57
20	7th	Main	Talbot	370	36	2	48	\$ 123,800.00	\$ 83.65
21	Rick	Doak	Maple	332	21	1	41	\$ 9,900.00	\$ 12.77
22	Kimbro	Lake	Speegle	357	21	4	58	\$ 59,500.00	\$ 71.43
23	Meadow Ln.	Mallard	Muscovy	1185	51	3	90	\$ 84,900.00	\$ 12.64
24	Cotton Rows	CR 368	Cul-De-Sac	1118	21	2	58	\$ 87,391.31	\$ 4.33
	CR 368	CR 101	5185	5185	21	2	57		
	CR 369	CR 101	2350	2350	21	2	57		
25	Grace Ln	Old Granger	Cul-De-Sac	366	36	4	67	\$ 21,800.00	\$ 14.87
24	Dahlberg	Holly Springs	Main	635	36	1 & 4	73	\$ 32,200.00	\$ 12.68

25	Talbot	6th	7th	334	21	2	70	\$ 10,000.00	\$ 12.84
26	Woodlawn	Mallard	Oaklawn	1136	26	3	72	\$ 41,900.00	\$ 12.67
27	Crystal	Cottonbowl	Mallard	604	26	4	56	\$ 22,100.00	\$ 12.67
28	Debra	West	Thomas	1161	31	2	75	\$ 50,600.00	\$ 12.65
29	Talbot	7th	8th	330	21	2	75	\$ 9,800.00	\$ 12.73
30	McClure	Hood	Davis	246	21	4	58	\$ 7,400.00	\$ 12.89
31	Davis	3rd	2nd	358	21	2	79	\$ 10,600.00	\$ 12.69
31	Davis	5th	4th	354	21	2	80	\$ 10,600.00	\$ 12.83
31	Davis	6th	5th	350	21	2	84	\$ 10,400.00	\$ 12.73
31	Davis	4th	3rd	350	21	2	84	\$ 10,400.00	\$ 12.73
32	Drake	Mildred	Cherrywood	360	27	4	58	\$ 13,500.00	\$ 12.74
33	Cedarlawn	Greenlawn	Woodlawn	457	26	3	72	\$ 16,700.00	\$ 12.65
34	Fisher	Kimbrow	Stassney	452	27	4	58	\$ 24,400.00	\$ 18.07
35	Thomas	Debra	Debus	311	31	2	79	\$ 13,700.00	\$ 12.79
36	Tammi	Gladnell	Kent	1387	26	3	73	\$ 55,900.00	\$ 12.65
37	Thomas	Debra	Cul-De-Sac	568	31	2	80	\$ 24,800.00	\$ 12.68
38	Sunny	Cul-De-Sac	Mallard	583	26	4	59	\$ 26,100.00	\$ 15.60
	Sunny	Parking	Cul-De-Sac			4	59	\$ 21,200.00	\$ 21.97
39	Paula	Mallard	Drake	1137	26	4	59	\$ 41,700.00	\$ 12.69
40	James	Thompson	Kimbrow	354	21	4	60	\$ 12,100.00	\$ 14.65
41	Holly Springs	Cherrywood	Dahlberg	458	27	4	62	\$ 17,200.00	\$ 12.74
	Holly Springs	200' South	Culvert	310	27	1 & 4	72	\$ 13,400.00	\$ 14.68
42	Crystal Cove	Cul-De-Sac	Crystal	292	26	4	65	\$ 10,800.00	\$ 12.80
43	Thompson	Speegle	Alexander	520	18	4	68	\$ 13,200.00	\$ 12.69
44	Stasny	Kent	Wallace	273	21	4	73	\$ 8,200.00	\$ 12.87
45	Stasny	Randall	Kirk	266	21	4	73	\$ 8,000.00	\$ 12.88
46	Cottonbowl	Possum	Crystal	511	26	4	73	\$ 46,600.00	\$ 31.57
47	Cottonbowl	Crystal	Davis	289	26	4	73	\$ 10,600.00	\$ 12.69
48	Stasny	Fisher	Lake	350	21	4	75	\$ 10,400.00	\$ 12.73
	Dickey	Sturgis	Main	348	26	1	62	\$ 12,800.00	\$ 12.79
	Dickey	Bland	Sturgis	359	26	1	48	\$ 13,700.00	\$ 13.31
	Dickey	Symes	Bland	352	26	1	45	\$ 13,400.00	\$ 13.18
	Dickey	Gano	Symes	329	26	1	46	\$ 12,100.00	\$ 12.72
	Dickey	Maple	Gano	331	26	1	46	\$ 12,100.00	\$ 12.64
	Dickey	Doak	Maple	306	26	1	45	\$ 11,400.00	\$ 12.74
	Crystal	Cristal CV	Bull Run	369	26	4	56	\$ 13,700.00	\$ 12.84
	MLK	Sturgis	Main	361	26	1	66	\$ 42,100.00	\$ 40.36
	Stasney	Wallace	Fisher	355	21	4	71	\$ 12,500.00	\$ 15.08
	Cypress Cove	Woodlawn	Greenlawn	459	26	3	73	\$ 16,900.00	\$ 12.75
	Maplelawn	Woodlawn	Greenlawn	458	26	3	73	\$ 16,900.00	\$ 12.78

3. RECOMMENDATION

Recommend authorization of the City Manager to enter into contract with Alpha Paving Industries LLC for the 2019 Street Maintenance Project and authorization of the City Manager to enter into contract with RKCI for materials testing services.

4. FUNDING SOURCE

Funding for the Street Maintenance Program is through the TUF Fund. The TUF generates approximately \$770,000.00 per year. The total funds for this year's Street Maintenance Program will be \$400,000.00 for Seal Coat/Mill & Overlay and \$50,000.00 to the Public Works Department Street Crew.

5. TIMELINE

Estimated 60 days for completion of mill & overlay.

6. PRIOR COUNCIL ACTIONS TAKEN

June 13, 2019 – Approval of selected streets and authorization to solicit bids.

7. OTHER OPTIONS (In order of preference)

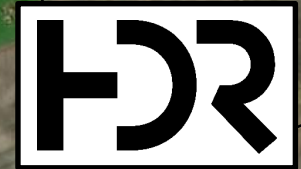
1. Reject any or all bids.
2. Reject all bids and delay program until 2020.

8. ATTACHMENTS

11a – [Selected Streets Exhibit](#)

11b – [HDR Letter of Recommendation](#)

2019 Street Maintenance Program



Seal Coat by Williamson County

Legend

- No Proposed Work
- 2018 Street Maintenance
- 2019 Street Maintenance
- Council District 1
- Council District 2
- Council District 3
- Council District 4

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



July 17, 2019

Mr. Brandt Rydell
Mayor
City of Taylor
400 Porter Street
Taylor, TX 76574

RE: 2019 Street Maintenance Project
Recommendation to Award Construction Contract

Dear Mr. Rydell,

On July 11, 2019 at 2:00 PM, HDR Engineering, Inc. and the City of Taylor opened bids for the 2019 Street Maintenance Project. The project includes mill and overlay of City streets. Three (3) contractors, Alpha Paving, Lone Star Paving, and Texas Materials, submitted sealed bids with bid prices of \$283,580.00, \$323,279.00, and \$367,196.00 respectively.

The low bid contractor, Alpha Paving, submitted bids 3.5% higher than the preliminary estimate. Based on the information presented in the bid proposal, HDR recommends the City of Taylor accept the bid from Alpha Paving in the amount of \$283,580.00.

We will prepare the Notice of Intent to Award and other contract documents to be forwarded to Alpha Paving for execution, if the City of Taylor concurs with this recommendation.

Sincerely,
HDR Engineering, Inc.



Justin D. Carlton, P.E.

cc:
Jim Gray
Jacob Walker, P.E.
Kelly Kaatz, P.E.

Attachments:

- Bid Tabulation
- Copy of Contractor's Bids

Base Bid										
Item No.	Spec.	Item Description	Unit	Estimated Quantity	Alpha Paving		Lone Star Paving		Texas Materials	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
1	500	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 5,750.00	\$ 5,750.00	\$ 19,000.00	\$ 19,000.00
2	502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	LS	1	\$ 4,500.00	\$ 4,500.00	\$ 10,350.00	\$ 10,350.00	\$ 21,000.00	\$ 21,000.00
3	354	PLANE ASPH CONC PAV (1.5")	SY	18,520	\$ 2.00	\$ 37,040.00	\$ 4.50	\$ 83,340.00	\$ 5.00	\$ 92,600.00
4	340	D-GR HMA(SQ) TY-D SAC-B PG70-22	TON	1,542	\$ 140.00	\$ 215,880.00	\$ 130.00	\$ 200,460.00	\$ 133.00	\$ 205,086.00
5	354	PLANE ASPH CONC PAV (4.5")	SY	276	\$ 10.00	\$ 2,760.00	\$ 35.25	\$ 9,729.00	\$ 60.00	\$ 16,560.00
6	340	D-GR HMA(SQ) TY-B PG64-22	TON	70	\$ 120.00	\$ 8,400.00	\$ 195.00	\$ 13,650.00	\$ 185.00	\$ 12,950.00
Total:					\$ 283,580.00		Total:	\$ 323,279.00	Total:	\$ 367,196.00
							% Over Low	14%	% Over Low	29%



I, Justin Carlton, P.E. do hereby certify that this bid tabulation is accurate and true.

	Included	Signed	Included	Signed	Included	Signed
Bid Bond:	X	X	X	X	X	X
Bid Form:	X	X	X	X	X	X
Addendum 1:	X		X		X	

alpha paving

INDUSTRIES LLC

Post Office Box 6565 • Round Rock, Texas 78683

To: City of Taylor
400 Porter St.
Taylor, Tx 76574

SEALED BID

2019 Street Maintenance Project

Bid Date: 7-11-2019

Bid Time: 2:00 P.M.



BID FORM

2019 Street Maintenance Project

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

**City of Taylor
400 Porter Street
Taylor, TX 76574**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within **7 days** after the date of OWNER's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>July 8, 2019</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that

have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID						
ITEM NO.	SPEC.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
1	500	MOBILIZATION	LS	1	\$15,000.00	\$ 15,000.00
2	502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	LS	1	\$ 4,500.00	\$ 4,500.00
3	354	PLANE ASPH CONC PAV (1.5")	SY	18,520	\$ 2.00	\$37,040.00
4	340	D-GR HMA(SQ) TY-D SAC-A PG70-22	TON	1,542	\$140.00	\$215,880.00
5	354	PLANE ASPH CONC PAV (4.5")	SY	276	\$10.00	\$ 2,760.00
6	340	D-GR HMA(SQ) TY-B PG64-22	TON	70	\$120.00	\$ 8,400.00
Total of All Unit Price Bid Items:						\$ 283,580.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit as well as all materials, equipment, labor, tools, and incidentals for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents, and (3) the Bidders will be evaluated based on the criteria established in the Instructions to Respondents.

Total Bid Price \$ 283,580.00

Two Hundred Eighty-Three Thousand, Five Hundred Eighty Dollars and No Cents

(use words)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **60** calendar days, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **75** calendar days.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References (3 minimum) with contact information.
 - E. Required Bidder Qualification Statement with supporting data;
 - F. Evidence of authority to do business in the state of the Project;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Alpha Paving Industries LLC

By:

[Signature]

[Printed name]

Scott Sneed - Vice-President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

[Printed name]

Manny Trinidad

Title:

Project Manager

Submittal Date:

7-11-2019

Address for giving notices:

PO Box 6565

Round Rock, TX 78683

EJCDC® C-410, Bid Form for Construction Contracts.

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ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **60** calendar days, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **75** calendar days.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

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- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Alpha Paving Industries LLC

By:
[Signature]

[Printed name] Scott Sneed - Vice-President

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature]

[Printed name] Manny Trinidad

Title: Project Manager

Submittal Date: 7-11-2019

Address for giving notices:

PO Box 6565

Round Rock, TX 78683

Telephone Number: 512-677-9001

Fax Number: 512-677-9002

Contact Name and e-mail address: manny@alphapaving.com

Bidder's License No.: N/A
(where applicable)



BID BOND

BOND NO. N/A

KNOW ALL MEN BY THESE PRESENTS, That we, Alpha Paving Industries, LLC

as Principal, and The Guarantee Company of North America
USA, a corporation duly organized under the laws of the State of Michigan, as Surety, are held and firmly bound unto
City of Taylor, 400 Porter Street, Taylor, TX 76574 as Obligee, in
the sum of Five-Percent of Greatest Amount Bid
(\$ 5% GAB) Dollars for the payment of which Principal and Surety bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally.

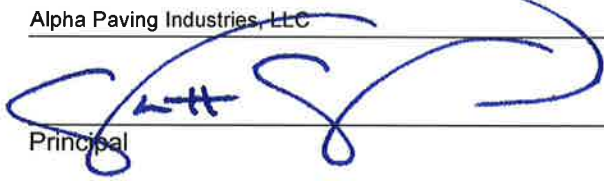
WHEREAS, Principal has submitted a bid for 2019 Street Maintenance Project
_____, the Project.

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal enters into a Contract with the
Obligee for the Project; or, if the Principal pays the Obligee the amount of this Bond or the difference between Principal's
bid and the next lowest bid for the Project, whichever is less: this obligation is null and void, otherwise to remain in full
force and effect.

Signed and sealed this 11th day of July 20 19.


Witness

Alpha Paving Industries, LLC

BY: 
Principal
ITS: _____


Witness Canellia Doss

The Guarantee Company of North America USA

BY: 
Attorney-in-Fact Kenneth Nitsche



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

Robert James Nitsche, Robert K. Nitsche, David P. Ferguson, Violet Frosch, Nina K. Smith, Craig Parker, Kenneth Nitsche, Gary Nitsche
The Nitsche Group

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner – Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 11th day of July, 2019

Randall Musselman, Secretary

References for Public Projects

City of Belton, Sparta Road Rehabilitation, CONTRACT \$401,000
10" Mill, 8" Type B, 2" Type D ~4,000 TONS
Contact: Rick Hairston, Streets Department, (254) 541-3744
Completed September 2016

City of Leander, 2016 Street Rehabilitation Project, CONTRACT \$590,000
Lime Stabilize, Base, Mill and Overlay of Various Streets, ~3,000 TONS
Contact: Pat Womack, Director of Public Works (512) 762-7824
Completed Aug 2016

City of San Marcos, 2016 Asphalt Overlays, CONTRACT \$623,000
2" Mill and Overlay, ~4,500 TONS
Contact: Jesse Shroyer, Director of Streets, (512) 393-4406
Completed May 2016

City of San Marcos, 2015 Asphalt Overlays, CONTRACT \$624,000
2" Mill and Overlay, ~4,500 TONS
Contact: Jesse Shroyer, Director of Streets, (512) 393-4406
Completed July 2015

City of Leander, 2015 Street Rehabilitation Project, CONTRACT \$485,000
Mill and Overlay of Various Streets, ~3,000 TONS
Contact: Pat Womack, Director of Public Works (512) 762-7824
Completed July 2014

City of Rollingwood 2014 Street Overlays, CONTRACT \$1,485,000
Edgemill and 1.25" Overlay, ~10,500 TONS
Contact: Byron Sanderfer, LNV Engineers (210) 822-2232 or Jackie Bob (512) 327-1838
Completed July 2015

City of Pflugerville Heatherwilde Boulevard Reconstruction, CONTRACT \$624,000
Mill and Pave 2" Type C and 8" Type B, ~2,800 TONS
Contact: Dan Franz, Director of Public Works (512) 990-6341
Completed December 2014

City of Sunset Valley 2015 Mill and Overlay, CONTRACT \$287,000
Mill and Pave 2", ~2,500 TONS
Contact: Josh Ronson, Director of Public Works (512) 600-2623
Completed October 2015



120 Iron Horse Drive, Suite A, Hutto, TX 78634 PHYSICAL
PO Box 6565, Round Rock, TX 78683 MAILING
(512) 677-9001 office (512) 677-9002 fax
www.alphapavingtexas.com

TXDOT HUB Certified
COA MBE Certified
COA Bonded and Licensed
FAA P631 Certified
Jennite AE Certified Contractor
SM Liquid Road Specialist

Company Summary

Alpha Paving Industries LLC is an award-winning, locally-owned and operated, full service paving company based in Round Rock and serving Texas and the surrounding states.

As a company, we seek to stand out from the rest by promoting these three pillars of our company: (1) quality workmanship, (2) meticulous project management, and (3) responsive customer service. We pride ourselves in the way we do business and we prove it by providing the most qualified, professional crews for every job, delivering professional proposals and color phasing plans, and offering attentive customer centered project management.

Alpha Paving has worked on countless high profile projects with the most stringent quality / safety / experience requirements. We are fully insured, bonded, and certified. Recognized for our high standards and our ability to deliver careful project management and quality workmanship, Alpha Paving has successfully completed projects for:

- | | | | |
|------------------------------|----------------------|------------------|--------------------|
| • TXDOT Aviation | • City of Austin | • Sears Holdings | • Simon Malls |
| • US Army Corps of Engineers | • City of Georgetown | • Freescale | • Austin ISD |
| | • City of Round Rock | • Target Stores | • Pflugerville ISD |

Services

- | | | | |
|---------------------------|------------------------|-----------------------|------------------|
| • Asphalt Paving / Repair | • Parking Lot Striping | • Concrete Repair | • Carstops |
| • Pavement Sealcoat | • Hot Pour Crackfill | • Parking Lot Signage | • ADA Compliance |

Geographic Reach

- Primary target is the Greater Austin Area (San Marcos to Georgetown, Dripping Springs to Elgin)
- Willingness to travel up to a 500 mile radius

Awards and Recognitions

- Small Business of the Year 2013, City of Austin SMBR
- Ranked #6 Fastest Growing Company in Austin Business Journal's 2015 Fast 50 List
- Better Business Bureau A+ Rating
- Round Rock Chamber of Commerce
- 2015 Top 25 Minority Owned Business in Central Texas, Austin Business Journal
- 2014 Top 25 Minority Owned Business in Central Texas, Austin Business Journal
- 2013 Top 25 Minority Owned Business in Central Texas, Austin Business Journal

Portfolio of Projects

Dell Inc. (Contract: \$1 Million+)

- Scope: Asphalt Repairs, Sealcoat, and Restriping for All Central Texas Campuses

Freescale (Various Projects: \$500,000+)

- Scope: Asphalt Paving, Sealcoat, and Striping for Several Lots and Main Ring Road

City of Rollingwood Street Overlays (Contract: \$1.5 Million+)

- Scope: Milling and Repaving Various Neighborhoods

Target Stores (Various Contracts Totaling: \$2 Million+)

- Scope: 15,000+ Tons of Removal and New Asphalt Paving for Complete Parking Lot Repaving at 5 Store Locations

Arboretum Shopping Center (Various Contracts Totaling: \$450,000+)

- Scope: 5,000+ Tons of Removal and New Asphalt Paving for Complete Pavement Replacement

Sears Stores (Various Locations and Contracts Totaling: \$500,000+)

- Scope: Sealcoat, Asphalt Repairs, and Concrete Repairs

Alice International Airport (Contract: \$300,000+)

- Scope: Sealcoat and Crackfill for Runways, Taxiways, and Aprons

2019 ALPHA PAVING EQUIPMENT LIST

YEAR	MAKE	MODEL	CATEGORY	EQ #	VIN / SERIAL NO.	PLATE NO.
2015	Ford	F150	Crew Truck	101	1FTEW1EG3FFA39025	FMS 8156
2015	Ford	F150	Crew Truck	102	1FTEW1EG3FFA39024	FMS 8117
2009	Chevy	2500	Crew Truck	105	1GCHC49K79E162892	BVX2238
2012	Ford	F550 Flat Bed	Crew Truck	106	1FD0W5GT7CEC39768	BVX1228
2004	Chevy	2500	Crew Truck	107	1GCHC29U54E239953	AY41876
2012	Ford	F550 Flat Bed	Crew Truck	108	1FD0W5GT5CEB31617	BZ85751
2013	Ford	F350 Flat Bed	Crew Truck	109	1FD0W3GT8DEB26078	CYL4346
2014	Ford	F250	Crew Truck	110	1FT7W2AT2EEB17624	CYL4365
2013	Ford	F150	Crew Truck	111	1FTFW1CF9DFE02293	CYL1574
2013	Ford	F150	Crew Truck	112	1FTFW1CF7DFE02292	DDW0059
2014	Ford	F350 Crew Cab	Crew Truck	113	1FD0W3GT2EEB54010	DRJ2541
2015	Ford	F250	Crew Truck	114	1FT7W2AT0FEB37159	FBV6848
2015	Ford	F550	Crew Truck	115	1FD0W5GT4FEB62040	FFD5991
2015	Ford	F350	Crew Truck	116	1FD0W3GT2FEC78411	GCZ6568
2015	Ford	F550	Crew Truck	117	1FD0W5GT8FEB62039	GK82211
2015	Ford	F350	Crew Truck	118	1FD0W3GT2FEB96775	GLK5448
2015	Ford	F150	Crew Truck	119	1FTEW1CF8FKD95908	GWL6058
2016	Ford	F550	Crew Truck	120	1FDUF5GTXGB80660	H8V3301
2015	Ford	F150	Crew Truck	121	1FTEW1CF5FKE83086	H8V0607
2012	Ford	Escape	Office Vehicle	122	1FMCU0EG3CKB52527	JDR7678
2016	Ford	F150	Crew Truck	123	1FTEW1CG0GKF97264	JDR6960
2016	Ford	F150	Crew Truck	124	1FTEW1CG6GKF31284	JDR6961
2017	Ford	F150	Crew Truck	125	1FT7W2B19HEC30053	JHM9166
2017	Land Rover	RR Auto	Vehicle	126	SALGV2FE6HA321974	TEMP
2017	Ford	F150	Crew Truck	127	1FTEW1CP1HKC90798	TEMP
2017	Ford	F250	Crew Truck	128	1FT7W2B18HEC76861	TEMP
2012	Peterbilt	Quad-Axle	Dump Truck	201	2NP3LNOX2CM159584	K009481
2013	Mack	Gu813 Seal Truck	Seal Truck	202	1M2AX31C1DM020584	K025622
2015	Freightliner	114SD 6 Axle	Dump Truck	203	1FVHG3DV7FHGJ4549	K025766
2015	Freightliner	114SD	Seal Truck	204	1FVHG3DV7GHGZ3092	K046737
2016	Freightliner	114SD	Dump Truck	205	3ALHG3DV6GDHG0170	K053904
2016	Freightliner	114SD	Dump Truck	206	3ALHG3DVXFGHG0172	K053905
2017	Freightliner	114SD 6 Axle	Dump Truck	207	1FVHG3DV3HHH23482	R184223
2017	Freightliner	114SD 6 Axle	Dump Truck	208	3ALHG3DV1JDJG7031	TEMP
2001	Puckat Brothers		Paver	300	13140403	
2005	Mauldin	1750-C Paver	Paver	301	1580	
2013	Mauldin	1750-C Paver	Paver	302	871M75TCW5Y202871	
2015	Mauldin	1750-C Paver	Paver	303	3125	
2016	Mauldin	1750-C Paver	Paver	304	3260	
2011	Basic	700 Pneumatic Roller	Roller	400	70011286	
2013	Wacker Neuson	RD27-120 Roller	Roller	401	59399361	
2014	Dynapac	CC1300 Vibratory Tandem Roller	Roller	404	10000334H0A013310	
2014	Dynapac	CP142 Pneumatic Roller	Roller	405	10000500K0B003827	
2014	Basic	700 Pneumatic Roller	Roller	406	70016381	
2016	Dynapac	CC2200 Double Drum Roller	Roller	407	10000336HGA018003	
2015	Dynapac	CC1200 Vibratory Tandem Roller	Roller	408	10000332K0A015130	
2016	Basic	700 Pneumatic Roller	Roller	409	70016396	
1993	Lee Boy	L250 Tack Rig	Trailers	500	L250	839M81
2012	Mauldin	MT600 Tack Rig	Trailers	501	4C9PT6029DG229776	895M88
2012	Cmline	Magma 230D Crackfill Rig	Trailers	502	1C92M1523CM119035	31032M
2012	Sealmaster	Pro Air 1000 Gal (Sealcoat) 3 axle	Trailers	503	1S9A12331C0420042	60398K
2013	Sealmaster	Pro Air 1000 Gal (Sealcoat) 2 axle	Trailers	504	1S9A12331D0420043	82694P
2013	ALKTA	Pressure Washer	Trailers	505	55DUT1221DM001586	086941H
2012	Econoline	29' Heavy Equipment Trailer	Trailers	506	42EDPPT21D10000289	104118H
2012	Big Tex	Equipment Trailer - Goose Neck 28'	Trailers	507	16VGX2825C2629097	10777P
2013	Econoline	30' Heavy Equipment Trailer	Trailers	508	42EDORT22D10000569	104146H
1999	Big Tex	20' Utility Trailer	Trailers	509	4K8PX2027X1346939	42811P
2013	Continental Cargo	12' Striping Trailer	Trailers	510	5NHUVH217DYO16868	077568H
2014	Continental Cargo	20' Striping Trailer	Trailers	511	5NHUVHV28EY020481	408601H
2013	Big Tex	Utility Trailer - Goose Neck 24'	Trailers	512	16VGX2426023000934	408640H
2013	Gator	Utility	Trailers	513	1R9BU1629DM477435	338186H
2014	Sealmaster	Pro Air 750 Gal	Trailers	514	1S9A71826E0420162	645783H
2015	Econoline	30' Dovetail	Trailer	515	42EDPRT27F1000473	875781H
2013	Mauldin	MT600 Tack Rig	Trailer	516	4C9PT6022EG229877	M003517
2015	Wylie	500 Gallon Water Wagon	Trailer	517	5VUTW1323FP000362	165174J
2015	Dustless Blaster	DB-500 Sand Blaster	Trailer	518	1M9BU2026GH774823	163446J
2016	Econoline	30' Dovetail	Trailer	519	42EDPRT2XG1000288	010585J
2015	Cmline	Magma 230D Crackfill Rig	Trailer	520	1G9251527FM119197	278528J
2016	Big Tex	16' Trailer	Trailer	521	16VCX2023G2047399	451317J
2016	Cand	18x82 Trailer	Trailer	522	5VNBU1827GT166513	436097J
2016	Big Tex	24' Goosneck Trailer	Trailer	523	16VGX2426G2068551	612315J
2016	Sealmaster	Pro Air 750 Gal	Trailer	524	1S9A71821G0420217	TEMP
2016	Sealmaster	Pro Air 1000 Gal	Trailer	525	1S9A12339G0420052	TEMP
2017	Trailer	24' Concrete Trailer	Trailer	526	4P5PB2421H1268601	TEMP
2017	Spartan	24' Striping Trailer	Trailer	527	50XBE2421HA003385	TEMP
2013	Bobcat	S650 Skid Steer Loader	Skid Steers	600	A3NV22715	
2015	Bobcat	S650 Skid Steer	Skid Steers	601	ATF412656	
2016	Bobcat	T870 T4 Track Loader	Loader / Skid Steers	602	ASWT11968	
2015	Bobcat	24" Planer	Skid Steers	603	AJN703589	
2013	Chemco		Misc. Equipment	700		
2013	Crafco	Router	Misc. Equipment	701		
2013	Lazer Line IV	3900 Striping Machine	Misc. Equipment	702	BA8454	

2013	Lazer Line IV	3900 Stripping Machine	Misc. Equipment	703	502095	
2014	Line Lazer IV	3900 Stripping Machine	Misc. Equipment	704		
2013	John Deer	4X4 Gator	Misc. Equipment	704	1M0550FBLDM021261	
2013	Superior	Broom DT80CT	Misc. Equipment	705	814737	
2015	Bobcat	Pickup Sweeper	Misc. Equipment	706	783734450	
	Nissan	Fork Lift	Misc. Equipment	707	CPJ02-9W3052	
2015	Craftco	Router w/ clutch	Misc. Equipment	708	21300	
2016	Sealmaster	Squeegee Buggy	Misc. Equipment	709	E1005-045	
	Bobcat	24" High Flow Planer - Attachment	Misc. Equipment	710	AJN702033	
	Bobcat	72" Sweeper Attachment	Misc. Equipment	711	783728162	
2017	Bobcat	HB1180 Hydraulic Breaker - Attachment	Misc. Equipment	712	A01R04887	
2017	Bobcat	Bucket w/ Cutting Edge - Attachment	Misc. Equipment	713	24597	
2012	Husqvarna	Walk Behind Saw	Tools	800		
2013	Husqvarna	Walk Behind Saw	Tools	801		
2012	Honda	Plate Compactor	Tools	802		
2012	Watt Pro Series	3750 Watt Generator	Tools	803		
2012	Sihl	Cut Off Saw	Tools	804		
2013	Wacker Neuson	Plate Compactor	Tools	805		
2012	Billy Goat	Blower	Tools	806		
2012	Billy Goat	Blower	Tools	807		
2013	Little Wonder GX270	Blower	Tools	808		
2013	Little Wonder GX270	Blower	Tools	809		
2014	Honda	Blower	Tools	810	22414127	
2014	Honda	Blower	Tools	811	100112306	
2014	Ridgid	Cut off Saw	Tools	812		
	Generac	GENERATOR	Tools	813	3000784765	
	Bosch	BRUTE TURBO BREAKER	Tools	814	60900321	
	Sihl	14" CUT OFF SAW	Tools	815	42389673400 E	
	Bosch	BULLDOG HAMMER DRILL	Tools	816	607277894	
	Makita	HYPLOID WORM DRILL SAW	Tools	817	214252 Y	
	Bosch	4.5" ANGLE GRINDER	Tools	818	603001999	
2013	Seal Coat	Hydraulic System	Tools	N/A		
2013	Sealmaster	Spray Bar	Tools	N/A		
2013	Sealmaster	Spray Bar	Tools	N/A		
2013	Burner Kit	P-5	Tools	N/A		
2013	Model B	Heat Lance	Tools	N/A		
2013	Electric	Heater Hose	Tools	N/A		
2013	50CC	Gas Chainsaw	Tools	N/A		
2014	Powerhouse	4000 Watt Generator	Tools	N/A		

Manny Trinidad
510 Knights Row
Horseshoe Bay, TX 78657
512-368-6055

Summary:

Over the past 35 years of construction I have estimated, managed and worked on commercial, highway, street & bridge, large industrial plants and heavy & marine projects for TXDOT, City, County and other local municipalities, governmental and private developers. These projects included bridges, concrete structures, utilities, chemical plants, coastal improvements, environmental devices and infrastructures. I have also worked the management side of the business and have managed the office and staff. I have Estimating / Accounts Payable / Accounts Receivable / Contract Administration / Job Costing / Subcontractor Administration, Project Management skills and Quality Control Inspection experience.

Work Experience

Alpha Paving Industries LLC - 2/2017 - Current
Concrete Division Manager

Muniz Concrete & Contracting – 1/2014 - 2/2017

Project Manager - Duties include: Project Managing with Owners, GCs & Subcontractors / Estimating and Negotiating Bids and Managing Projects / Job Costing / Submittals / Project Buy-Outs / Project Supervision

Rice Environmental Services Inc.

General Manager for Austin based Construction Company

Duties include: Project Managing with Owners & GCs / Estimating and Negotiating Bids and Managing Projects / Job Costing / Submittals / Project Buy-Outs / Project Supervision

BPI Environmental Services Inc.

Project Manager & Senior Estimator for Austin based Highway / Civil Construction Company

Duties include: Project Managing with Owners, GCs & Subcontractors / Estimating and Negotiating Bids and Managing Projects / Job Costing / Submittals / Project Buy-Outs / Project Supervision / Attending Trade Meetings and Events

Independent Project Manager / Consultant

Project Manager / Estimator for Austin based Erosion Control & Concrete Construction Company

Duties include: Estimating, Bidding, Managing Projects, Project Supervision and Quality Control Inspection

Aaron Concrete Contractors

Account Manager, Project Manager, Superintendent, Equipment Operator

I started working as a Project Superintendent / Manager then moved into the office and worked as the Account Manager. Duties included Managing Projects, Estimating, Accounts Receivable, Job Costing and Subcontractor Administrator, Quality Control Inspection, Traffic Control Set-up and Inspections.

Education & Special Training

Austin Community College & University of Texas at Austin

Traffic Control Training Classes, Certified Traffic Technician, OSHA Safety Classes, Trench Safety Training

MS Office Word, Excel, Project, Timberline, Internet Bid Sites – TXDOT, ISQFT, BXTX and Blue Book

TXDOT – Environmental Management System Online Training Certified

FEMA / Homeland Security NIMS Training / First Aid & CPR Certified / First Responder

Bilingual in English/Spanish

Heavy Equipment Operator / Crane Operator / Survey Tech / Concrete, Form Setter, Reinforcing Steel, Structural Steel

Affiliations

Rodeo Austin	Volunteer & Member of the Board of Directors	1996 – Present
Lone Star Cattlemen's Association	Board Member	2016 - Present
Marble Falls Area Volunteer Fire Dept.	Firefighter & President of the Board	2013 – Present

Superintendent Experience

- Jose Beltran Tovias
 - 26 years of overall paving experience
 - 15 years of leading a paving crew as a superintendent
 - TXDOT award winning performance on several projects
 - Former companies of employment include Ramming Paving, Asphalt Paving Company
- **Juan Beltran**
 - 15 years of overall paving experience
 - 8 years of leading a paving crew as a superintendent
 - Specialty in Municipal, Aviation, and Commercial Projects
 - Former companies of employment include Ramming Paving, Wheeler Coatings
- Jose Jesus Beltran
 - 18 years of overall paving experience
 - 9 years of leading a paving crew as a superintendent
 - TXDOT award winning performance on several projects
 - Former companies of employment include Ramming Paving, Wheeler Coatings

Company Background

Alpha Paving Industries LLC is a full service paving and pavement maintenance company that was established in July of 2008 and began full operation starting January 2012. The two managing members, Andrew Kim, President, and Scott Sneed, Vice President have a combined 17 years in the commercial paving industry, playing key management roles in several successful companies.

Alpha Paving was formed in response to an overwhelming demand in the new paving and pavement maintenance market in Central Texas. We pride ourselves on the quality of our workmanship, meticulous project management, and responsive communication... a combination that is hard to find in the construction industry. As the paving industry, in particular, is known for its lack of professionalism and poor customer service, Alpha Paving seeks to stand out from the rest by offering attentive customer service, delivering the most professional proposals and color phasing plans, and providing the most qualified crew and equipment on every job.

Although a relatively new company, Alpha Paving has been asked to work on many high profile projects with the most stringent experience requirements, opportunities typically never afforded to new companies. Recognized for our high standards and our ability to deliver careful project management and quality workmanship, Alpha Paving has successfully completed projects for:

- | | | | |
|------------------------------|----------------------|------------------|--------------------|
| • TXDOT Aviation | • City of Austin | • Sears Holdings | • Simon Malls |
| • US Army Corps of Engineers | • City of Georgetown | • Freescale | • Austin ISD |
| | • City of Jarrell | • BAE Systems | • Pflugerville ISD |

Services

- | | | | |
|-------------------------------|----------------------|---------------------|------------------|
| • Asphalt Paving and Repair | • Pavement Markings | • Concrete Repair | • Carstops |
| • Milling and Asphalt Overlay | • Hot Pour Crackfill | • Pavement Sealcoat | • ADA Compliance |

One Star Paving
675 Jollyville Rd Ste 150
Austin, Tx 78759

City of Taylor
2019 St Maintenance Project
400 Porter St, Taylor, Tx 76574



Contract documents and specifications for

City of Taylor, Texas

2019 Street Maintenance Project

Competitive Sealed Bids
(Please submit all required information with Bid)



JUNE 2019



TBPE Firm Registration #F-754
710 Hesters Crossing, Suite 150
Round Rock, TX 78681
T 512.685.2900
www.hdrinc.com

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID						
ITEM NO.	SPEC.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
1	500	MOBILIZATION	LS	1	\$ 5,750.00	\$ 5,750.00
2	502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	LS	1	\$ 10,350.00	\$ 10,350.00
3	354	PLANE ASPH CONC PAV (1.5")	SY	18,520	\$ 4.50	\$ 83,340.00
4	340	D-GR HMA(SQ) TY-D SAC-B PG70-22	TON	1,542	\$ 130.00	\$ 200,460.00
5	354	PLANE ASPH CONC PAV (4.5")	SY	276	\$ 35.25	\$ 9,729.00
6	340	D-GR HMA(SQ) TY-B PG64-22	TON	70	\$ 195.00	\$ 13,650.00
Total of All Unit Price Bid Items:						\$ 323,279.00

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit as well as all materials, equipment, labor, tools, and incidentals for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents, and (3) the Bidders will be evaluated based on the criteria established in the Instructions to Respondents.

Total Bid Price

\$ Three Hundred + Twenty-Three Thousand

Two Hundred + Seventy-nine + zero cents

(use words)

BID FORM

2019 Street Maintenance Project

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid is submitted to:

**City of Taylor
400 Porter Street
Taylor, TX 76574**

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within **7 days** after the date of OWNER's Notice of Award.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>7/8/19</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **60** calendar days, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **75** calendar days.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References (3 minimum) with contact information.
 - E. Required Bidder Qualification Statement with supporting data;
 - F. Evidence of authority to do business in the state of the Project;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Lone Star Paving

By:

[Signature]

Paul Brown

[Printed name]

Paul Brown

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]

Peyton Kurio

[Printed name]

Title:

PROJECT MANAGER

Submittal Date:

7/19/19

Address for giving notices:

11675 Jollyville Rd Ste 150

Austin, Tx 78759

Telephone Number: 512-428-5718

Fax Number: N/A

Contact Name and e-mail address: Paul Brown Pbrown@LS Paving.com

Bidder's License No.: _____
(where applicable)

Owner: City of Lakeway

Contact name: Dale DeLong Phone number: 512-269-5920

Owner: JL Gray

Contact name: Brian Lemons Phone number: 512-845-1237

Owner: Travis County

Contact name: Scott Lambert Phone number: 512-848-7673

CNA SURETY

Bid Bond

Bond No. N/A

CONTRACTOR:

(Name, legal status and address)

Asphalt Inc, LLC dba Lone Star Paving
Company
11675 Jollyville Rd #150
Austin, Texas 78759

SURETY: Continental Casualty Company: Illinois Corporation

(Name, legal status and principal place
of business)

151 N. Franklin Street
17th Floor
Chicago, IL 60606

This document has important legal
consequences. Consultation with
an attorney is encouraged with
respect to its completion or
modification.

Any singular reference to
Contractor, Surety, Owner or
other party shall be considered
plural where applicable.

OWNER:

(Name, legal status and address)

City of Taylor
400 Porter Street
Taylor TX 76574

BOND AMOUNT: Five percent of the greatest amount bid.

PROJECT:

(Name, location or address, and Project number, if any)

Taylor, Texas 2019 Street Maintenance Project

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 24th day of June, 2019.

Asphalt Inc, LLC dba Lone Star Paving Company

(Principal)

(Seal)

(Witness)

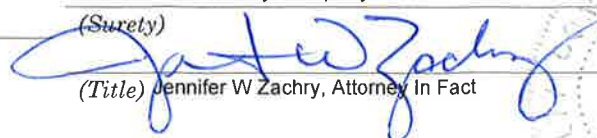

(Witness) Casey Knies

(Title)

Continental Casualty Company

(Surety)

(Seal)


(Title) Jennifer W Zachry, Attorney In Fact

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Jennifer W Zachry, Sammy K Paddy, Individually

of Austin, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

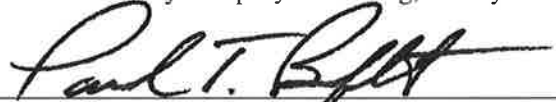
and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 31st day of May, 2018.

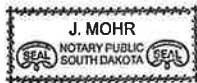


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 31st day of May, 2018, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021


J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 24th day of June, 2019.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania


D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Figure: 28 TAC §1.601(a)(3)

1 IMPORTANT NOTICE

To obtain information or make a complaint:

2 You may contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at 312-822-5000.

3 You may call Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company's toll-free telephone number for information or to make a complaint at:

1-877-672-6115

4 You may also write to Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company at:
CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

5 You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

6 You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

7 PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact Continental Casualty Company, National Fire Insurance Company of Hartford, American Casualty Company of Reading, PA and Continental Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

8 ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Form F8277-6-2018

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Puede comunicarse con Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company al 312-822-5000.

Usted puede llamar al numero de telefono gratis de Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company's para informacion o para someter una queja al:

1-877-672-6115

Usted tambien puede escribir a Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company:
CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: www.tdi.texas.gov
E-Mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Continental Casualty Company, National Fire Insurance Company de Hartford, American Casualty Company de Reading, PA y Continental Insurance Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.



State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. N/A.

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Telephone: (312)822-5000



INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Complete sets of the Bidding Documents may be obtained from Texas Purchasing Group by Texas Bid Net Direct at <https://www.bidnetdirect.com/texas/city-of-taylor> in the number and format stated in the advertisement or invitation to bid.
- 2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:
- A. Evidence of Bidder's authority to do business in the state where the Project is located.
 - B. List of Project References (3 minimum) with contact information.
- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 4.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 4.02 *Existing Site Conditions*
- A. Subsurface and Physical Conditions; Hazardous Environmental Conditions
 - 1. The Supplementary Conditions identify:

- a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.
 - b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
 - c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.
 - C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

- A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.
- B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.
- D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to

schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;
- B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;
- C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;
- D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;
- E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;
- F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the

Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

- G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
- H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
- I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
- J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

- 6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

- 7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five percent (5%) of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of

that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

- 10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- 12.03 Contractor shall not award Work to a subcontractor(s) that is in excess of 50% of the total contract price without written approval of the Owner.

ARTICLE 13 – PREPARATION OF BID

- 13.01 The Bid Form is included with the Bidding Documents.

- A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."
- 13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.
- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.
- 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.
- 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.
- 13.07 All names shall be printed in ink below the signatures.
- 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.
- 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 15 – SUBMITTAL OF BID

- 15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.
- 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to City of Taylor, 400 Porter Street, Taylor, TX 76574.
- 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

- 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

- 17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

- 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that

Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 7 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner is exempt from State of Texas sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Refer to Paragraph SC-7.09 of the Supplementary Conditions for additional information.

have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

Ste. 600
Cedar Park, TX 78613

1:50 PM



RE: City of Taylor 2019 Street Maintenance
City of Taylor
400 Porter Street
Taylor, TX 76574

BID FORM

2019 Street Maintenance Project

ARTICLE 1 - BID RECIPIENT

1.01 This Bid is submitted to:

**City of Taylor
400 Porter Street
Taylor, TX 76574**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

2.02 BIDDER will sign and deliver the required number of counterparts of the AGREEMENT with the Bonds and other documents required by the Bidding Requirements within **7 days** after the date of OWNER's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>1</u>	<u>Addendum 1, July 8, 2019</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

- B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that

have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID						
ITEM NO.	SPEC.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL ESTIMATED PRICE
1	500	MOBILIZATION	LS	1	\$19,000. ⁰⁰	\$19,000. ⁰⁰
2	502	BARRICADES, SIGNS, AND TRAFFIC HANDLING	LS	1	\$21,000. ⁰⁰	\$21,000. ⁰⁰
3	354	PLANE ASPH CONC PAV (1.5")	SY	18,520	\$5. ⁰⁰	\$92,600. ⁰⁰
4	340	D-GR HMA(SQ) TY-D SAC-B PG70-22	TON	1,542	\$133. ⁰⁰	\$205,086. ⁰⁰
5	354	PLANE ASPH CONC PAV (4.5")	SY	276	\$60. ⁰⁰	\$16,560. ⁰⁰
6	340	D-GR HMA(SQ) TY-B PG64-22	TON	70	\$185. ⁰⁰	\$12,950. ⁰⁰
Total of All Unit Price Bid Items:						\$367,196. ⁰⁰

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit as well as all materials, equipment, labor, tools, and incidentals for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents, and (3) the Bidders will be evaluated based on the criteria established in the Instructions to Respondents.

Total Bid Price

\$ Three hundred sixty seven thousand,

one hundred ninety six dollars and no cents.

(use words)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within **60** calendar days, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **75** calendar days.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References (3 minimum) with contact information.
 - E. Required Bidder Qualification Statement with supporting data;
 - F. Evidence of authority to do business in the state of the Project;

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

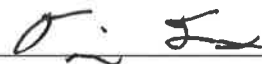
ARTICLE 9 – BID SUBMITTAL

BIDDER: *[Indicate correct name of bidding entity]*

Texas Materials Group, Inc.

By:

[Signature]



[Printed name]

Orion Fox

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]



[Printed name]

Chelsea Carroll

Title:

Project Coordinator

Submittal Date:

7-10-2019

Address for giving notices:

1320 Arrow Point Dr, Ste. 600

Cedar Park, TX 78613

Telephone Number: 512-861-7100

Fax Number: 512-238-1420

Contact Name and e-mail address: Orion Fox orion.fox@texasmaterials.com

Bidder's License No.:

(where applicable)



ADDENDUM NO. 01

TO
DRAWINGS, CONTRACT DOCUMENTS, AND TECHNICAL SPECIFICATIONS
FOR
City of Taylor 2019 Street Maintenance Project

Date of Addendum: July 8, 2019

Bid Date: July 11, 2019 2:00pm Central Time

This Addendum will be considered part of the Contract Documents and is issued to change, amplify, add to, delete from, or otherwise explain the Contract Documents. Where provisions of this Addendum differ from those of the original Contract Documents, this Addendum will take precedence and govern. Bidders are hereby notified that they will incorporate this Addendum into their bids, and it will be construed that the Contractor's bid will reflect with full knowledge all items, changes, and modifications to the Contract Documents herein specified. Bidders will specifically acknowledge receipt of this Addendum on the front of the Bidder's Sealed Bid Envelope and in the space provided on the Bid Proposal Form. All items in conflict with this Addendum are hereby deleted.

CONTRACT DOCUMENTS AND SPECIFICATIONS:

1. Project Manual
 1. Bid Form
 - i. Item 4: Changed SAC requirement from "A" to "B".
 2. General Notes
 - i. Material Application Rates: Changed SAC requirement from "A" to "B".
 - ii. Project Coordination: Added note "Contractor shall mill & overlay a street on the same day. Partial streets will not be allowed. The order of streets on which work will be performed will be at the Contractor's discretion."
 - iii. General: Added note "There will not be any striping on this project. The City will replace milled stop bars."
 - iv. Item 354: Removed graveyard address. Stockpile will be at the "Fire Field".
 - v. Item 354: Added note "A prime coat will not be required on exposed base, as asphalt will be placed the same day as the mill. If, for unknown extenuating circumstance, asphalt placement does not occur the same day as the mill, a prime coat may be required by the Engineer. If the asphalt delay is due to Contractors option or operations, such as beginning milling operations when rain chances are 40% or greater, no additional pay will be made for the prime coat."
 - vi. Added Item 752: "Contractor shall trim trees, in accordance with Item 752, to the minimum extent necessary for Contractor's operations. Tree trimming shall be considered subsidiary to pertinent items."
2. Attachments
 1. Pre-Bid Meeting Minutes with Sign-in Sheet.

END OF ADDENDUM NO. 01

Issued By:


Justin D. Carlton, P.E., Texas No. 127593

HDR Engineering, Inc.
Texas P.E. Firm Registration No. F-754
710 Hesters Crossing, Suite 150
Round Rock, TX 78681 512-685-2900 www.hdrinc.com



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Texas Materials Group, Inc.

as Principal, hereinafter called the Principal, and Liberty Mutual Surety

a corporation duly organized under the laws of the State of Texas

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Taylor

as Obligee, hereinafter called the Obligee, in the sum of three hundred thousand dollars.

Dollars (\$300,000.00),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for City of Taylor, Texas 2019 Street Maintenance Project.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10 day of July, 2019.

A handwritten signature in black ink, appearing to be "J. L. Ex".

(Witness)

Bob Banks

A handwritten signature in black ink, appearing to be "Bob Banks".

(Principal)

(Seal)

Asst Secretary

(Title)

A handwritten signature in black ink, appearing to be "J. L. Ex".

(Witness)

Chelsea Carroll

A handwritten signature in blue ink, appearing to be "Chelsea Carroll".

(Surety)

(Seal)

(Title) Attorney-In-Fact



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8197934**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bob Banks, Dean Buchanan, Ryan Butler, Chelsea Carroll, Ronald Dunez, Barry Egbert, Georgian Kastner, Matti Phipps, David Reese, Jacob Trim, David Young

all of the city of Cedar Park state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all bid bonds on behalf of Texas Materials Group, Inc., and the execution of such bid bonds, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 8th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10 day of July, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



2200 Renaissance Blvd
Suite 400
King of Prussia, PA 19406-2755

November 8, 2018

Agency Code: 985872

Texas Materials Group, Inc.
1320 Arrow Point Dr
Suite 600
Cedar Park, TX 78613

Power of Attorney Instructions and Responsibilities

Enclosed please find a resupply of certified Powers of Attorney (POA) and/or additional seals as requested. Consistent with your applicable Producer Agreement or Agency Agreement, you are only authorized to conduct business in those jurisdictions where the producer is properly licensed and the producer is appointed by the company issuing the surety bond.

The companies included within the POA and details for the POA are as follows:

Underwriting Company	POA Sequence From / To	Date Issued	Holder of Power of Attorney
Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, West American Insurance Company	8197934 - 8197934	2018-11-08	Bob Banks; Dean Buchanan; Ryan Butler; Chelsea Carroll; Ronald Duenez; Barry Egbert; Georgian Kastner; Matti Phipps; David Reese; Jacob Trim; David Young

The company seals provided are as follows:

Underwriting Company	Date Issued	Seal Number
N/A		

The POA grants the persons named therein the authority to sign bonds on behalf of the applicable company when the bond was produced by a properly licensed and appointed producer AND the bond was approved by Liberty Mutual Surety before it was signed. Do not permit any bond to be signed without prior Liberty Mutual Surety approval.

Holder of Power of Attorney:

Please keep the POA and any company seals in a secure place. The above-named agency is responsible for the safe keeping of the POA and company seals and these items must be return to Liberty Mutual Surety within ten (10) day of Liberty Mutual Surety's request, revocation of the above-named agency's authority to conduct business on behalf of the Liberty Mutual Surety and/or termination of the applicable Producer Agreement or Agency Agreement.

LIBERTY MUTUAL SURETY WILL DEEM USE OF THE POA AS ACKNOWLEDGMENT OF RECEIPT.

The above-named agency is responsible for monitoring its supply of POA and POA re-supplies can be obtained by contacting your local Liberty Mutual Surety office at 513-984-2222. Please note that a minimum of thirty (30) days is required to process a request for additional supplies.

Very truly yours,

Enclosures



Liberty Mutual Surety

**SURETY LETTER OF
ADMINISTRATIVE AUTHORITY**

PLEASE NOTE THAT THE AUTHORITY SET FORTH IN THIS DOCUMENT IS CONDITIONED UPON YOUR ACKNOWLEDGEMENT AND COMPLIANCE WITH TERMS AND CONDITIONS ALSO INCLUDED WITHIN THIS DOCUMENT. YOUR USE OF THE AUTHORITY SET FORTH IN THIS DOCUMENT WILL BE DEEMED AS YOUR ACKNOWLEDGEMENT AND ACCEPTANCE OF THE TERMS AND CONDITIONS INCLUDED WITH THE DOCUMENT. FURTHER, YOU AGREE TO TAKE REASONABLE PRECAUTIONS AGAINST THE UNAUTHORIZED USE OF THE AUTHORITY.

TO: Barry Egbert, Ronald Duenez, Chelsea Carroll,
Bob Banks, David Reese, Georglan Kastner,
Matti Phipps, Jacob Trim, Ryan Butler,
David Young, Dean Buchanan

ISSUE DATE: November 8th, 2018

PRINCIPAL: Texas Materials Group, Inc.

EXPIRATION DATE: June 30th, 2019

Under your power of attorney and subject to the terms and conditions of the "Surety Producer Agreement" with Liberty Mutual Insurance Company, LM Insurance Corporation, The First Liberty Insurance Corporation and their subsidiaries and affiliates, as the case may be (hereinafter called the "Company") you are hereby authorized to execute bonds for the above named Principal, in the following Bond Classifications up to the limits indicated:

A. CONTRACT SURETY ADMINISTRATIVE AUTHORITY:

For Bid Bonds required for construction or supply contracts, provided the contract price does not exceed \$10,000,000.00:

If any of the following conditions exist do not execute the bid bond until you have received specific authority from the Broker and/or Company:

- (1) Maintenance period exceeds two years.
- (2) Bond names more than one obligee, except where the protective payment clause is included in the bond.
- (3) The contract contains guarantees of efficiency or design responsibility.
- (4) The contract involves performance for no payment such as Completion or Subdivision obligations.
- (5) The account is acting in joint venture with another contractor.
- (6) The contract involves landfill remediation or any sort of hazardous waste.
- (7) Jobs where the obligee is an Indian Reservation

This authorization is designed to accommodate the account's normal needs. The limits are not intended as absolute maximums, but a specific submission must be made to the Broker and/or Company whenever there is a desire to exceed the single or aggregate limit

This administrative authority will expire on the Expiration Date shown above. No bonds may be issued after such date without the express written approval of the Company. The administrative authority established herein is intended solely to facilitate prompt and effective service and is extended with the reservation that the Company may revoke such authority or decline the issuance of a specific bond at any time either in writing or verbally.

ALL BONDS ISSUED MUST BE REPORTED TO THE BROKER AND/OR COMPANY WITHIN A PROMPT TIME FRAME AFTER EXECUTION.

LIBERTY MUTUAL INSURANCE COMPANY
LM INSURANCE CORPORATION
THE FIRST LIBERTY INSURANCE CORPORATION

BY: Abigail Xanders, Field Product Line SR UW
Cincinnati Office – Liberty Mutual Surety
OLDC 6

2019 City of Taylor Street Maintenance

B. List of Proposed Subcontractors:

- All work to be self-performed.

C. List of Proposed Suppliers:

- Texas Materials to Supply all Materials for this project.

Texas Materials Group, Inc.

512-861-7100 (Phone) 512-238-1420 (Fax)

Type of Business: Corporation Engaged in Highway Construction, Asphalt/Concrete Manufacturing and Parking Lot Maintenance, Aggregate Production (sand and gravel)

Mailing Address (Statements and Invoices): 1320 Arrow Point Dr, Suite 307 Cedar Park, TX 78613

Year Established: 1945

Federal ID No: 58-1401466

State Incorporated: Delaware

Date Incorporated: October 1, 1980

AP Contact: Mataka Bush 512-861-7112 mataka.bush@na.crh.com

Officers: Jake Parson President, Dean Buchanan secretary, Bob Banks VP Finance

Bank: Bank of America, 100 West 33rd Street New York, NY 10001

Credit inquires must be submitted through the web site: www.bankvot.com

Routing 111000012 Account 4426814229

Andrea Pinder-Jack, Email Dedicatedsouthtwo@bankofamerica.com

Insurance Company: Liberty Insurance

Bonding Company: Liberty Mutual

Dun & Bradstreet: 039939236

References:

Tex Con PO Box 18463, Austin, TX 78760 (512)444-1941/Phone (512)441-2855/Fax Contact Bob Stehling

Valero Capital Corp, PO Box 972945, Dallas, TX 75397-2945 (210) 592-2993/phone (210) 444-8511/fax Contact: Craig Davenport

Longhorn International, PO Box 6260, Austin, TX 78762 (512) 389-1111/phone (512)-389-3321/fax Contact: Susan

Youngblood Automotive, PO Box 2299, Pflugerville, TX 78691 (512) 719-5700/phone (512) 719-5793/fax Contact:

Nic Youngblood

TEXAS MATERIALS GROUP, INC.

Texas Taxpayer Number	15814014666
Mailing Address	1320 ARROW POINT DR STE 600 CEDAR PARK, TX 78613-2189
? Right to Transact Business in Texas	ACTIVE
State of Formation	DE
Effective SOS Registration Date	06/16/1980
Texas SOS File Number	0004820606
Registered Agent Name	CORPORATION SERVICE COMPANY D/B/A CSC-LAWYERS INCO
Registered Office Street Address	211 E. 7TH STREET SUITE 620 AUSTIN, TX 78701



City Council Meeting July 25, 2019 Transmittal Letter

STRATEGIC PILLAR

☐ Streets/Infrastructure

☒ Quality of Life

☐ Economic Vitality

Agenda Item #: 12

Agenda Title: Discussion and possible direction to staff regarding the 2019 Main Street Car Show

Council Action to be taken: Update and possible direction to staff

Department Submitted: Development Services

Staff Contact: Debbie Charbonneau, Main Street Manager

1. PURPOSE/DESCRIPTION

The purpose of this agenda item is to update Council on the 2019 Main Street Car Show, discuss changes to the event for 2019 and receive feedback from Council regarding the process and procedures for the Main Street Car Show in future years.

2. STAFF ANALYSIS (Why and How)

The Main Street Car Show is celebrating its seventh year this year. It is held on the last Saturday in October. Attendance of car show registrations and visitors has increased over the years. The car show last year had 500 cars and this year is hoping for 700 cars. With the growth of the car show and the number of new City staff members involved in planning the event it is important to discuss the car show with City Council to ensure that staff and Council are all on the same page regarding this important community event.

3. RECOMMENDATION

Staff would like to discuss and receive feedback from Council on the following topics related to the 2019 Main Street Car Show:

- Traffic control and street closure plan
- Process for soliciting sponsorships
- Use of proceeds from the event

Staff would also like to discuss future car shows including the following issues:

- Desirable size and scope of the event
- Whether the event remains under the Main Street Advisory Board
- If the event remains under the City, the development of processes and procedures for planning and executing the event

4. FUNDING SOURCE

Main Street Program Event Budget, Sponsorships and Booth Fees.

5. TIMELINE

The 2019 Main Street Car Show is scheduled for October 26, 2019.

6. PRIOR COUNCIL ACTIONS TAKEN

N/A

7. OTHER OPTIONS (In order of preference)
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N/A

8. ATTACHMENTS

N/A