

**RICHARDSON CITY COUNCIL/CITY PLAN COMMISSION
MONDAY, OCTOBER 21, 2024
JOINT WORK SESSION AT 6:00 PM
COUNCIL MEETING IMMEDIATELY FOLLOWING
RICHARDSON CITY HALL, 2360 CAMPBELL CREEK BLVD., SUITE 525, RICHARDSON, TX 75082**

Closed Executive Session Authorized

As authorized by Section 551.071 (2) of the Texas Government Code, this meeting may be convened into closed Executive Session to seek confidential legal advice from the City Attorney on any listed agenda item.

Videoconference Call Authorized

Pursuant to Texas Government Code Section 551.127, one or more members of the City Council may participate in this meeting by videoconference call. A quorum of the City Council and the presiding officer will be present at the physical location of the meeting.

Meeting Information

- City Council Rules of Order and Procedure: <https://www.cor.net/RulesofOrderandProcedure>
- Public Comment Cards for comments on agenda items, the visitors forum, or public hearings can be found at www.cor.net/PublicCommentForm and submitted online by 5 p.m. on the date of the meeting or in person before the meeting begins to be included in the public record.
- City Council meetings are available for viewing via live-stream online and on-demand at www.cor.net/city.

JOINT WORK SESSION – 6:00 PM, MULTIPURPOSE ROOM #CH 157

- **CALL TO ORDER (THE CITY COUNCIL AND CITY PLAN COMMISSION WILL EACH CALL THEIR MEETING TO ORDER.)**
- 1. **RECOGNITION OF COMMUNITY PLANNING MONTH**
- 2. **REVIEW, HOLD A PUBLIC HEARING, AND DISCUSS THE DRAFT ENVISION RICHARDSON COMPREHENSIVE PLAN**
- 3. **ADJOURNMENT OF CITY PLAN COMMISSION PORTION OF THE JOINT MEETING**
- 4. **RECESS**

COUNCIL MEETING – IMMEDIATELY FOLLOWING THE JOINT WORK SESSION

- **CALL TO ORDER**
- 5. **INVOCATION – KEN HUTCHENRIDER**
- 6. **PLEDGE OF ALLEGIANCE: U.S. AND TEXAS FLAGS – KEN HUTCHENRIDER**
- 7. **PUBLIC COMMENTS ON AGENDA ITEMS AND VISITORS FORUM**
Speakers must complete a public comment card and submit it to the City Secretary before the meeting begins. Speakers will have a maximum of 5 minutes to speak. The time allocated for all public comments is 30 minutes.
- **PUBLIC COMMENTS ON AGENDA ITEMS**
The public comment portion of the City Council meeting is scheduled at the beginning of the meeting to allow the public to address the City Council regarding an item listed on the agenda that is not a public hearing.

- **VISITORS FORUM**

The visitors forum portion of the meeting is set aside for members of the public to address the City Council on any topic in which the subject matter is within the jurisdiction of the City.

ACTION ITEMS:

8. VARIANCE 24-02: A REQUEST FOR A VARIANCE TO APPENDIX A (COMPREHENSIVE ZONING ORDINANCE) OF THE CITY OF RICHARDSON'S CODE OF ORDINANCES: ARTICLE XXII-C, SEC. 22(L) TO REDUCE THE SEPARATION REQUIREMENT OF WHERE THE SIDE OF A BUILDING IN A NON-RESIDENTIAL DISTRICT ABUTS A RESIDENTIAL DISTRICT BY FIVE (5) FEET. THE PROPERTY IS LOCATED AT 501 W. CAMPBELL ROAD, AT THE SOUTHWEST CORNER OF W. CAMPBELL ROAD AND CUSTER ROAD.
9. RECEIVE THE OCTOBER 9, 2024, SIGN CONTROL BOARD MINUTES AND CONSIDER FINAL APPROVAL SCB CASE #24-02, TOYOTA OF RICHARDSON.

10. CONSENT AGENDA:

All items listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion with no individual consideration. If individual consideration of an item is requested, it will be removed from the Consent Agenda and discussed separately.

A. CONSIDER RESOLUTION NO. 24-27, APPROVING THE TERMS AND CONDITIONS OF AN ADVANCE FUNDING AGREEMENT FOR HIGHWAY SAFETY IMPROVEMENT PROJECT OFF-SYSTEM, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF RICHARDSON, FOR TRAFFIC SIGNAL IMPROVEMENT PROJECT; AND AUTHORIZING ITS EXECUTION BY THE CITY MANAGER.

B. CONSIDER AWARD OF THE FOLLOWING BIDS:

1. BID #04-25 – WE REQUEST AUTHORIZATION TO ISSUE AN ANNUAL REQUIREMENTS CONTRACT TO BRUCE MILLER NURSERY FOR CONTAINER PLANT MATERIALS PURSUANT TO UNIT PRICES.
2. BID #13-25 – WE RECOMMEND THE AWARD TO TYLER TECHNOLOGIES FOR THE COOPERATIVE PURCHASE OF TYLER PAYMENTS MERCHANT SERVICES SYSTEM THROUGH SOURCEWELL CONTRACT #090320-TTI IN THE AMOUNT OF \$1,400,696.
3. BID #14-25 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO STERLING MCCALL FORD FOR THE COOPERATIVE PURCHASE OF ONE (1) MOBILE INTENSIVE CARE UNIT ("MICU") FOR THE FIRE DEPARTMENT THROUGH THE HOUSTON-GALVESTON AREA COUNCIL OF GOVERNMENTS ("HGAC") CONTRACT #AM10-23 IN THE AMOUNT OF \$373,684.28.
4. BID #15-25 – WE REQUEST AUTHORIZATION TO ISSUE A PURCHASE ORDER TO ASSOCIATED SUPPLY COMPANY FOR THE COOPERATIVE PURCHASE OF TWO (2) CASE BACKHOE LOADERS THROUGH THE LOCAL GOVERNMENT PURCHASING COOPERATIVE ("BUYBOARD") CONTRACT #685-22 IN THE AMOUNT OF \$337,900.

C. CONSIDER AWARD OF REQUEST FOR PROPOSALS:

1. RFP #706-24 – WE RECOMMEND THE AWARD TO BLACKMON MOORING, RESTORATION SPECIALISTS, LLC AND BELFOUR HQ FOR DAMAGE, DISASTER, RESTORATION, CLEANING, AND RELATED SERVICES.
2. RFP #708-24 – WE RECOMMEND THE AWARD TO BLACKMON MOORING AND ARMSTRONG ARCHIVES, LLC FOR DOCUMENT RECOVERY AND SCANNING SERVICES.

- D. CONSIDER ADOPTION OF ORDINANCE NO. 4519, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP BY GRANTING A CHANGE IN ZONING BY GRANTING A SPECIAL DEVELOPMENT PLAN TO MODIFY THE DEVELOPMENT STANDARDS OF THE COLLINS/ARAPAHO FORM BASED CODE TO GRANT A SPECIAL PERMIT INTERIM USE FOR MOTOR VEHICLE SALES (USED) FOR 4.53 ACRES OF LAND DESCRIBED IN EXHIBIT "A" AND LOCATED AT THE NORTHEAST CORNER OF EAST ARAPAHO ROAD AND NORTH GREENVILLE AVENUE PRESENTLY ZONED "PD" PLANNED DEVELOPMENT COLLINS/ARAPAHO (STATION AREA SUB-DISTRICT).

11. REPORT ON ITEMS OF COMMUNITY INTEREST

The City Council will have an opportunity to address items of community interest, including: expressions of thanks, congratulations, or condolence; information regarding holiday schedules; an honorary or salutory recognition of a public official, public employee, or other citizen; a reminder about an upcoming event organized or sponsored by the City of Richardson; information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the City of Richardson that was attended or is scheduled to be attended by a member of the City Council or an official or employee of the City of Richardson; and announcements involving an imminent threat to the public health and safety of people in the City of Richardson that has arisen after posting the agenda.

- **VISITORS FORUM CONTINUED (if needed)**
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- **ADJOURN**

I CERTIFY THE ABOVE AGENDA WAS POSTED ON THE BULLETIN BOARD AT THE RICHARDSON CITY HALL ON FRIDAY, OCTOBER 18, 2024, BY 5:00 P.M.

AIMEE NEMER, CITY SECRETARY

ACCOMMODATION REQUESTS FOR PERSONS WITH DISABILITIES SHOULD BE MADE AT LEAST 48 HOURS PRIOR TO THE MEETING BY CONTACTING THE ADA COORDINATOR, VIA PHONE AT (972) 744-4168, VIA EMAIL AT ADACoordinator@cor.gov, OR BY APPOINTMENT AT 2360 CAMPBELL CREEK BLVD., SUITE 550, RICHARDSON, TEXAS 75082.

PURSUANT TO SECTION 46.03, PENAL CODE (PLACES WEAPONS PROHIBITED), A PERSON MAY NOT CARRY A FIREARM OR OTHER WEAPON ON THIS PROPERTY. *

FOR THE PURPOSE OF THIS NOTICE "PROPERTY" SHALL MEAN THE COUNCIL CHAMBERS OR ANY OTHER ROOM WHERE A MEETING SUBJECT TO AN OPEN MEETING UNDER GOVERNMENT CODE CHAPTER 551 OF THE RICHARDSON CITY COUNCIL IS HELD.

**This does not apply to licensed carriers.*

Item

Review, hold a public hearing, and discuss the draft Envision Richardson Comprehensive Plan.

Staff

Keith Krum, AICP, Planning Projects Manager

Summary

The project consultant team will provide a briefing on the Envision Richardson Comprehensive Plan Update project in a joint work session with the City Plan Commission. Topics will include:

- An overview of all Envision Richardson public engagement activities
- An overview of the draft plan structure, elements, and implementation

Following the briefing, a public hearing will be held to receive community feedback on the draft plan.

City Council Strategies

- Improve access, usability, and user experience with policies, processes, and procedures
- Continue to explore unique opportunities to attract and retain residents and all stakeholders
- Promote avenues for public engagement and input
- Value, protect, and create a positive return on city, resident, and other stakeholder investments in the City

Background

The City's Comprehensive Plan provides clear goals and objectives to guide the City's development and redevelopment for the next 20 years. Periodic reviews and updates are necessary to ensure that the document integrates changes in demographics, land use, transportation, environmental considerations, and development trends. The City launched the update process in 2023. Following several rounds of community engagement that helped formulate the plan, a draft is available for review at <https://envisionrichardson.com/draft>.



DATE: October 21, 2024
TO: Honorable Mayor and City Council
FROM: Aaron Zilz, AICP, Planner II AZ
SUBJECT: Variance 24-02: Brand Dentistry Setback Variance – 501 W. Campbell Rd

REQUEST

Erik Shockley of BDSA 501 Ventures, LLC for Brand Dentistry is requesting approval of a variance to Article XXII-C, Sec. 22 (1) of the Comprehensive Zoning Ordinance to allow a five (5) foot setback reduction for the side of a building that abuts a residential district to accommodate construction of a new 5,527-square foot dentistry office. The property is located at 501 W. Campbell Road, at the southwest corner of the intersection of Campbell Road and Custer Road.

This request is not a public hearing and specific notification is not required by State Law.

The applicant intends to construct and occupy the currently vacant property with a dentistry office for Brand Dentistry. The current zoning of the property is O-M and dentistry office is allowed by right. In non-residential districts such as O-M, the Comprehensive Zoning Ordinance requires a minimum 46-foot wide open space where the side of the building in a development abuts a residential district.

The applicant is requesting a five (5)-foot reduction from the required 46-feet. The applicant’s proposed site plan shows a separation distance of 42.19 feet, encroaching 3.81 feet into the 46-foot separation requirement. The site plan complies with all other city requirements including the construction of an 8-foot masonry wall along the south side of the property to further separate the residential and commercial uses.

The applicant reached out to the local Northrich Neighborhood Association and met with them on August 14, 2024. Staff received an email from a member of the Association summarizing the meeting with the applicant. The association member only gave positive comments for the project. To date, Staff has received no further comments related to the subject request.

PLAN COMMISSION RECOMMENDATION

The City Plan Commission, by a 7-0 vote recommends approval of the variance to allow a five (5)-foot reduction to the 46-foot separation requirement. It was also contingent upon the applicant submitting a replat to combine the existing five (5) lots into a singular lot for approval by the City Plan Commission.

ATTACHMENTS

Draft CPC Minutes 2024-10-03
Staff Report
Locator/Zoning Map

Variance Exhibit
Applicant’s Statement
Correspondence

DRAFT
CITY OF RICHARDSON
CITY PLAN COMMISSION MINUTES – OCTOBER 3, 2024

Variance 24-02 - Brand Dentistry: Consider and act upon a request for a variance to Appendix A (Comprehensive Zoning Ordinance) of the City of Richardson’s Code of Ordinances: Article XXIIC, Sec. 22(i) to reduce the separation requirement of where the side of a building in a non-residential district abuts a residential District by five (5) feet. The property is located at 501 W. Campbell Road, at the southwest corner of W. Campbell Road and Custer Road. *Owner: Yazan Muhammad Al-Amin, represented by David Bond, Spiars Engineering, for Brand Dentistry. Staff: Aaron Zilz.*

Dan Tracy began by stating the request is for approval of Variance 24-02, an amendment to Appendix A of the Comprehensive Zoning Ordinance, Article XXII-C, Section 22(l) located at 501 W. Campbell Road. The applicant is requesting a five (5) foot reduction from the required 46-foot separation from the side of the building to a residential zoning district to allow the construction of a 5,527 square-foot dental office. The Article requires that a non-residential district or non-residential and institutional use in a Planned Development where the side of the building in the development abuts on a residential district, open space to include alley right-of-way shall be a minimum of forty-six (46) feet. The lot has double frontage along both W. Campbell Road and Custer Road and due to the western facing orientation of the proposed building, the southern edge is the side of the building, therefore encroaching on the side yard approximately three (3) feet. In addition, eight (8) foot screening walls will be placed on the south and east side of the property for a visual block of the development.

Mr. Tracy confirmed this is not a public hearing, no notices were sent out and a variance was not required by state law.

Commissioner Roberts asked what side of the alley the south screening wall was to be located.

Mr. Tracy stated the screening wall will be on the north side of the alley.

Seeing no further question for staff, Chairman Marsh asked the applicant to come forward.

Mr. David Bond, Spiars 501 George Bush Highway, Richardson representing Brand Dentistry stated the site is located at the southwest corner of Campbell Road and Custer Road where five (5) residential lots were originally plotted facing Campbell Road. A single house stood on the entire property for a period before it was demolished; after that, the site was rezoned to O-M office. He stated Brand Dentistry is looking to expand their Garland location and the doctors in the practice are very familiar with the Richardson area.

Mr. Bond stated the property has been vacant for some time, due to access issues with an intersection of two (2) roadways, overhead power lines in the front, and the lot being only 120 feet deep. They do not want to take any access from the alley; therefore, they are seeking relief of the forty-six (46) foot setback to the south. The additional five (5) feet is comparable to the setback of the daycare immediately adjacent to the west and zoned residential where the daycare was allowed in a residential district.

Mr. Bond advised they wanted to be respectful of the structure height since it is so close to a neighborhood, they propose a structure that is eighteen (18)-feet tall with tower elements making it twenty-four (24)-feet tall.

Mr. Bond stated that after looking at 8-9 different layouts, the most efficient layout is a square that fits around the perimeter of the property, with no back, windows on all sides of the building and a nice view of landscaping. They reached out to the Northrich Neighborhood Association and put information out on social media; there is also a letter in the CPC packet from a contact person in the neighborhood.

Dr. Ben Donnelly, 2928 N. St. Andrews Drive, Richardson dentist of Brand Dentistry stated they would like consideration of the Variance to serve the public with a needed service in the community and will add to the city's tax base. The proposed use is allowed under existing zoning and development and is in line with adjacent properties with no other subdivision or zoning variances or requests needed to develop the property as proposed.

Chairman Marsh asked if they looked at a layout where the building was on the west side and the parking lot was on the east side.

Mr. Bond stated if they structured it that way, they did not like how far back the building would be and the front door would face a huge parking lot; having an activated corner gave the site better traffic flow.

Chairman Marsh asked if they were orienting the west spacing in front of the building toward east bound traffic.

Mr. Bond replied yes.

Chairman Marsh asked why the number of parking spaces was almost doubled the amount required by code.

Mr. Bond stated there will be twelve (12) dental operatories and three (3) dentists and with overlapping appointments all rooms could be full at one time, and they need employee parking.

Chairman Marsh asked if the plans were far enough in development to know where the mechanical equipment will be located and if there was any service entry loading.

Mr. Bond replied that the HVAC will be roof mounted with a parapet to funnel the volume to the north. Once all the heavy dentistry furnishings are in place, their deliveries will be smaller packages from USPS or UPS in a box truck with no need for a loading area.

Chairman Marsh asked what type of landscaping would be placed at the northeast corner of Custer Road and Campbell Road.

Mr. Bond stated the other angle of the building with the tower element and the waiting room will have glass all along Campbell Road.

Chairman Marsh asked if the tower element is on the west side of the building.

Mr. Bond responded yes.

Vice Chairman Southard asked if the offices were on the east side of the building.

Mr. Bond stated the east side will be exam rooms.

Chairman Marsh asked staff to confirm the request is to reduce the forty-six (46)-foot setback by five (5)-feet of separation from the side of the building to a residential zoning district; and that the applicant will submit a replat to combine the existing five (5) lots into a singular lot to be approved by the City Planning Commission.

Mr. Tracy stated that is correct.

Motion: Commissioner Roberts made a motion to recommend approval of the request as presented. Commissioner Beach seconded the Motion. Motion passed 7-0.



DATE: October 21, 2024
TO: City Council
THROUGH: Charles Goff, AICP - Assistant City Manager
FROM: Aaron Zilz, AICP - Planner II **AZ**
RE: **Variance 24-02: Setback Variance – 501 W. Campbell Rd**

REQUEST

Approval of a variance to Appendix A (Comprehensive Zoning Ordinance) of the City of Richardson’s Code of Ordinances: Article XXII-C, Sec. 22 (1) to allow a 5-foot setback reduction for the side of a building that abuts a residential district to accommodate construction of a new 5,527-square foot dentistry office. The property is located at 501 W. Campbell Road, at the southwest corner of the intersection of Campbell Road and Custer Road.

This request is not a public hearing and specific notification is not required by State Law.

APPLICANT/ PROPERTY OWNER

Applicant: David Bond, Spiars Engineering
Owner: Erik Shockley, BDSA 501 Ventures, LLC

EXISTING DEVELOPMENT

The subject property is approximately 1.003 acres and is zoned O-M Office. This site is currently undeveloped.

ADJACENT ROADWAYS

W. Campbell Road: Six-Lane divided Arterial; 29,200 vehicles per day on all lanes, eastbound and westbound, east of Custer Road (May 2023).

Custer Parkway: Three-Lane divided Collector; 8,200 vehicles per day on all lanes, north and southbound, north of W. Campbell Road (May 2023).

Custer Road: Three-Lane undivided Collector: 5,700 vehicles on all lanes, north and southbound, south of W. Campbell Road (May 2023).

SURROUNDING LAND USE AND ZONING

North: Residential / R-1100-M
East: Residential / R-1100-M

South: Residential / R-1100-M

West: Private Day School / R-1100-M

STAFF COMMENTS

Background:

Appendix A (Comprehensive Zoning Ordinance) of the City of Richardson's Code of Ordinances: Article XXII-C, Sec. 22 (1) requires a minimum open space of 46-feet, including alley right-of-way, in a non-residential district or for non-residential and institutional uses in a Planned Development District where the side of the building in the development abuts on a residential district. The current zoning is O-M and the surrounding zoning all R-1100-M.

The applicant is requesting a five (5) foot reduction from the required 46-foot separation from the side of the building to a residential zoning district to allow the construction of a 5,527 square foot office building. The lot has double frontage along both W. Campbell Road and Custer Road. Because of this and the western facing orientation of the proposed building, the southern edge of the building is the side of the building.

The applicant's proposed site plan shows a separation distance of 42.19-feet, encroaching 3.81 feet into the 46-foot separation requirement. The applicant has requested five (5) feet. This will allow some flexibility if the building footprint needs to change at time of building permit or site plan approval.

Staff asked the applicant to reach out to the local Northrich Neighborhood Association. This is not required per the zoning code. The applicant had the neighborhood association post a flyer on both their local Facebook and NextDoor webpages for their meeting. The applicant met with the neighborhood association on August 14, 2024. The neighborhood association gave only positive comments for the project.

The project is compliant with all other requirements for site plan approval including the construction of an 8-foot masonry wall along the southern property line to further separate the commercial and residential uses. The applicant has already submitted a full set of plans to Development Services. Approval of these plans is contingent on this variance.

The applicant will submit a replat following the decision of the City Plan Commission and City Council for this variance. This is because the location and size of the building will dictate certain easements.

Correspondence: One (1) email in support

Motion: On October 3, 2024, the City Plan Commission recommended approval of the applicant's request by a vote of 7-0, subject to the following special conditions.

1. The applicant will submit a replat to combine the existing five (5) lots into a singular lot and be approved by the City Plan Commission.

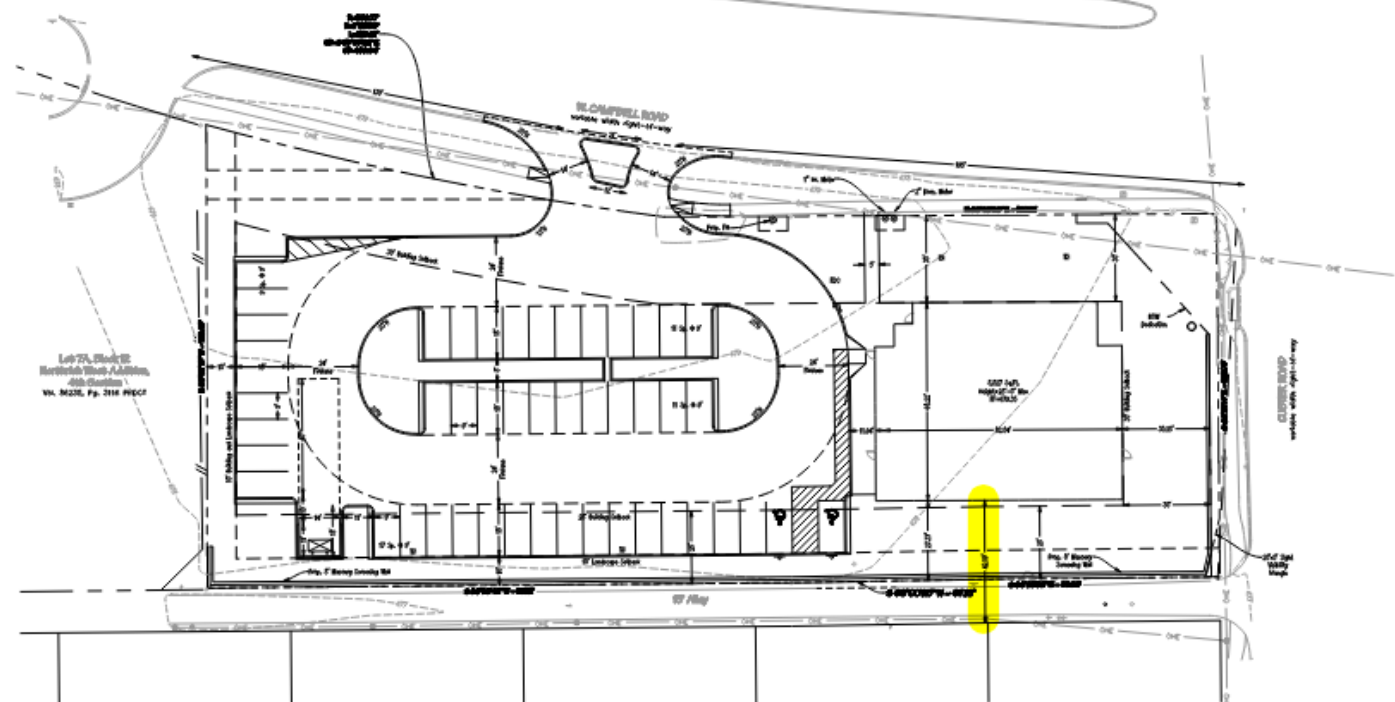
VAR 24-02



VAR 24-02 Aerial & Zoning Map
Brand Dentistry
501 W. Campbell Road

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

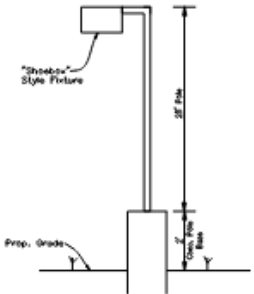




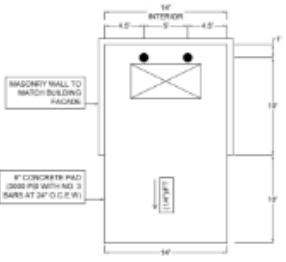
- LEGEND**
- Existing Sign
 - Existing Water Valve
 - Existing Irrigation Valve
 - Existing Fire Hydrant
 - Existing Sanitary Sewer Manhole
 - Existing Sanitary Sewer Cleanout
 - Existing Fence
 - Existing Fence
 - Existing Fire Hydrant
 - Fire Service Meter Station

Site Data Summary Table - Lot 11R, Block 12

General Site Data	
Site # (ing. Zone No.)	01-04
Proposed parcel size	36,000 sq. ft. (0.82 ac)
Lot Area NET (SQ)	44,994
Lot Area NET (Ac)	1.033
Sub. # (ing. Project or SPT)	5,517
Tract Sub. # (ing. Area (SQ))	5,517
Sub. # (ing. HEIGHT)	25' (7' Min. to 4th)
Lot Coverage	12.3%
Water Area Ratio (PMS)	8.12%
Paving	
Parking Ratio	1 space per 250 sq. ft. up to 75,000 sq. ft.
Parking Required	173
Parking Provided	48
Access to a Public Road req.	2
Access to a Public Road req.	2
Impervious/Permeable Area	
Total Impervious Area (SQ)	16,596



Typical Light Pole & Fixture
n.l.s.



Typical Dumpster Pad
n.l.s.

SITE PLAN
BRAND DENTISTRY
NORTHRICH WEST ADDITION, 4th SECTION
LOT 11R, BLOCK 12
IN THE CITY OF RICHARDSON, DALLAS COUNTY, TEXAS
JOHN EDMUNDS SURVEY ABSTRACT NO. 429
46,170 Sq. Ft./1.060 Acres (Gross)
44,994 Sq. Ft./1.033 Acres (Net)

OWNER/DEVELOPER/APPPLICANT Square Engineering, Inc. 705 Outer Road, Suite 100 Ft. Worth, TX 76105 Telephone: (817) 424-9077 FPE No. 7-2011 Contact: Dana Reed	OWNER Newcastle Real Estate LLC 2081 N. Flower Plaza, Suite 100 Ft. Worth, TX 76105 Telephone: (817) 307-4506 Contact: Yusef Mohammed Al-Ash Contact: Erik Stodley	DEVELOPER REGA-021 Ventures, LLC 4433 Rosswood Forest Blvd. Garland, TX 75043 Telephone: (972) 800-1305 Contact: Erik Stodley
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Exhibit "A"

DENTISTRY BY CANYON CREEK

In Partnership with

BDSA - 501 VENTURES, LLC

Development Services Department
City of Richardson

September 17th 2024

Re: SW Corner of Custer & Campbell

Development Services Department,

We are seeking to develop the southwest corner of Custer and Campbell to build a proposed dental office.

This property was originally developed as five homesites and has since been rezoned to Office and bought and sold several times. We have purchased all five lots to build the proposed practice. The narrow depth of the tract poses a substantial issue for the development of the parcel, with most of the developable area impacted by setbacks from Campbell Road and adjacency to the residences along Provincetown Lane. The proposed project seeks relief from a building setback adjacency for the residential properties to the rear along Provincetown Lane.

We believe that this use is beneficial to the community, both in terms of providing dental care to the surrounding residents, as well as limiting the potential impacts of development to the residents surrounding this project. Our proposed hours of operation will be Monday through Thursday from 8:00 am to 5:00 pm, with limited use on Fridays between 8:00 am and 3:00 pm. These times coincide with most residents directly adjacent to us being at work, meaning that noise or traffic while residents are at home in the evenings will be non-existent.

Our purchase of this tract seeks to construct a proposed Dental Office, which will be a sister location to our practice currently operating in Garland. The current drafted lease is for at minimum 25 years, with options to extend further into the future. We believe this will be a benefit to the neighborhood and be developed in consistent pattern with the Daycare facility immediately west of the project.

Additionally, our primary doctor for this location, lives in the Canyon Creek neighborhood directly across Campbell. We plan to be a long-term partner with this community and have had several positive, and supportive conversations with members of the Northrich NOA. We look forward to discussing this request with staff in more detail.

Sincerely,

Erick R. Shockley
Managing Partner
BDSA - 501 Ventures, LLC
(972) 800-1315
eshockley@bdfsventures.com

Aaron Zilz

From: Erick Shockley [REDACTED]
Sent: Tuesday, September 24, 2024 8:33 PM
To: Northrich Neighborhood Association
Cc: Aaron Zilz; David Bond; Cameron Culver
Subject: Re: Dentist Office at Custer and Campbell

Good Evening Marcia,

I wanted to reach out specifically to you and Cameron, but if you could please also forward this to the Facebook and NextDoor groups I'd greatly appreciate it.

Staff has informed us that we will be on the 10/3 Plan Commission meeting. If any resident would like to attend, here is the information for the time and location of that meeting.

Address: 2360 Campbell Creek Blvd., Suite 525
Date: 10/3/2024
Time: 7:00 pm

If you have any questions, please don't hesitate to reach out!

Have a wonderful evening,

Erick

Erick Shockley

P: [REDACTED]
E: [REDACTED]

On Sat, Aug 31, 2024 at 9:24 AM Northrich Neighborhood Association <[REDACTED]> wrote:

Good morning. I represent the Northrich Neighborhood Association at the monthly City meetings. The NNA guidelines are to provide information to all living in this area. We do not charge dues or require membership. I do not speak for the entire neighborhood, I relay information received and provide contact information for anyone who wants to dive deeper.

In early August David Bond from Spiars reached out to me to discuss the dental office planned for the corner of Custer and Campbell. He wanted to get in touch with the neighborhood to let them know the plans and that they would request a variance for the planned development. A meeting was scheduled for August 14. The invitation was posted on our Facebook page and sent to the entire Northrich neighborhood via NextDoor. (See attached flyer) Contact information for Spiars was included for anyone who couldn't attend the meeting and had questions. No negative responses were received. We met with the dentists involved and gained further information on their plans which was posted on both our FB page and in NextDoor. (See attached plan) Again only positive comments were received.

I hear that a formal letter of support from the Northrich Neighborhood Association was required to get a slot to discuss the proposed variance with the Planning and Zoning Commission. The Association would not be able to provide a letter endorsing the plans without consulting everyone living in the Northrich area which would be

onerous. This is the first time we've been asked to endorse a requested variance before it could be considered by the City. Is this a new requirement that will come up for any future variances requested in the Northrich area?

I hope the lack of a formal endorsement will not be a bar to considering the needed variance. If it is, please advise. If the meeting is scheduled, please let us know so feedback can be requested again via Facebook and NextDoor. I personally think that this will be a great addition to our neighborhood and look forward to our new neighbors joining us.

Thanks for your help.

Item

Discuss and Consider Action on the Minutes for the October 9, 2024, Sign Control Board

Staff

Brent Tignor, Building Official

Summary

Review and discuss Sign Control Board (SCB) Case #24-02 for Toyota of Richardson located at 1221 N. Central Expy. Staff will present background information to this case, including a summary of the sign variance request and proposed sign.

City Council Strategies

Value, protect, and create a positive return on City, resident, and other stakeholder investments in the City

Background

On October 9, 2024, the SCB met to consider Case #24-02; a request for a variance to allow for a 2nd pole sign, 116 square feet in area, 14'-6" tall, less than 200 feet from the nearest pole sign for Toyota of Richardson located at 1221 N. Central Expy. Chapter 18 of the Code of Ordinances limits sites less than 10 acres to one single tenant pole sign, 60 square feet in area and 20 feet in height, pole signs must be a minimum of 200 feet from any other pole sign. The SCB approved the variance request 5-0. The City Council has the authority to review the SCB's actions by approving the meeting minutes, call the case up for full consideration at a future Council Meeting or reverse the SCB's decision to grant the variance.

Proposed Action

The City Council has the authority to review the SCB's actions by approving the meeting minutes, calling the case up for full consideration at a future Council Meeting or reverse the SCB's decision to grant the variance.

Attachments

1. Sign Control Board #24-02 Meeting Minutes

**CITY OF RICHARDSON
SIGN CONTROL BOARD MINUTES – OCTOBER 9, 2024**

Jill Blevins called a regular meeting of the Sign Control Board to order at 6:30 p.m. on Wednesday, October 9, 2024, in room CH 157 at the Temporary City Hall Annex, 2360 Campbell Creek Boulevard, Richardson, Texas, 75082.

MEMBERS PRESENT: ALICIA MARSHALL
 JILL BLEVINS
 JAN TAYLOR
 NEIL ORLEANS
 JOSEPH QUIRK

MEMBERS ABSENT: JASON KONGABEL

CITY STAFF PRESENT: STEPHANIE JACKSON-VEACH, BUILDING INSPECTION MGR.
 DAVID SOBCZAK, BUILDING INSPECTOR

Jill Blevins stated there is a quorum present.

Ms. Blevins moved to approve the minutes from the July 10, 2024, meeting as written. Alicia Marshall made a motion to approve, and Jan Taylor seconded the motion. The board voted unanimously to approve.

PUBLIC HEARING FOR SIGN CONTROL BOARD CASE #24-02 TO CONSIDER THE REQUEST OF TOYOTA OF RICHARDSON FOR A VARIANCE TO THE CITY OF RICHARDSON CODE OF ORDINANCES, CHAPTER 18, ARTICLE III, SECTION 18-96(23)(B)(3)(I); SECTION 18-96(23)(C)(3)(I); AND SECTION 18-96(23)(D)(4) TO ALLOW FOR A SECOND POLE SIGN, 14.5 FEET IN HEIGHT, 116 SQUARE FEET IN AREA, LESS THAN 200 FEET FROM THE NEAREST POLE SIGN AT THE AT THE PROPERTY 1221 N CENTRAL EXPY; AND TAKE APPROPRIATE ACTION.

Ms. Blevins opened the Public Hearing and Mrs. Veach introduced the request of Toyota of Richardson for a variance to the City of Richardson Code of Ordinances, Chapter 18, Article III, Section 18-96(23)(b)(3)(i), Section 18-96(c)(3)(i), and Section 18-96(d)(4).

Tina Arcuri of 5374 Greggs Landing, N. Charleston, SC. 29420, represented Toyota of Richardson. She stated that the pole sign she wants to replace is outdated, and the proposed replacement would be comparable to signs used by Toyota’s competitors. She stated that the new sign would be more informative and aesthetically pleasing, and it would be similar in design to a pre-existing sign currently in use at the subject property. Ms. Marshall, Neil Orleans, and Joseph Quirk asked for confirmation that the proposed sign design would be identical to a pre-existing taller pole sign currently in use at the property, albeit smaller in size, and Ms. Arcuri confirmed that would be the case. Ms. Blevins asked if the pre-existing sign has lighting, and Ms. Arcuri stated that it did, and the new sign would abide by the city’s lighting codes, as well.

Ms. Blevins closed the public hearing and asked for a motion to approve SCB Case #24-02.

SIGN CONTROL BOARD OCTOBER 9, 2024

Mr. Orleans motioned to approve SCB Case #24-02 as proposed. Ms. Marshall seconded the motion and board voted unanimously to approve the variance.

There being no other business before the Board, the meeting was adjourned at 6:56 PM by Ms. Blevins.

Jill Blevins, Chair

Specifications

814t - D/F Illuminated Pylon Sign

1/8" aluminum fabricated panels
Painted Toyota white

Toy-4: Panned & embossed molded Toyota logo
(3'-5"h x 5'-3 3/8"w) **14.5 sq.ft.**

Clamshell trim

Lexan polycarbonate: Bayer Red D99

3M 3635-20B block out vinyl applied second surface

Aluminum coil pre-painted red

Illuminated with red LED

Trucks:

Individual 3" deep channel letters (flat faces)

(1'-3"h x 5'-8 5/8"w) **7.15 sq.ft.**

3/16" 2447 white acrylic faces

3M 3635-222 black dual vinyl applied first surface

Aluminum 0.040 returns & f-trim retainers black

Illuminated with white LED

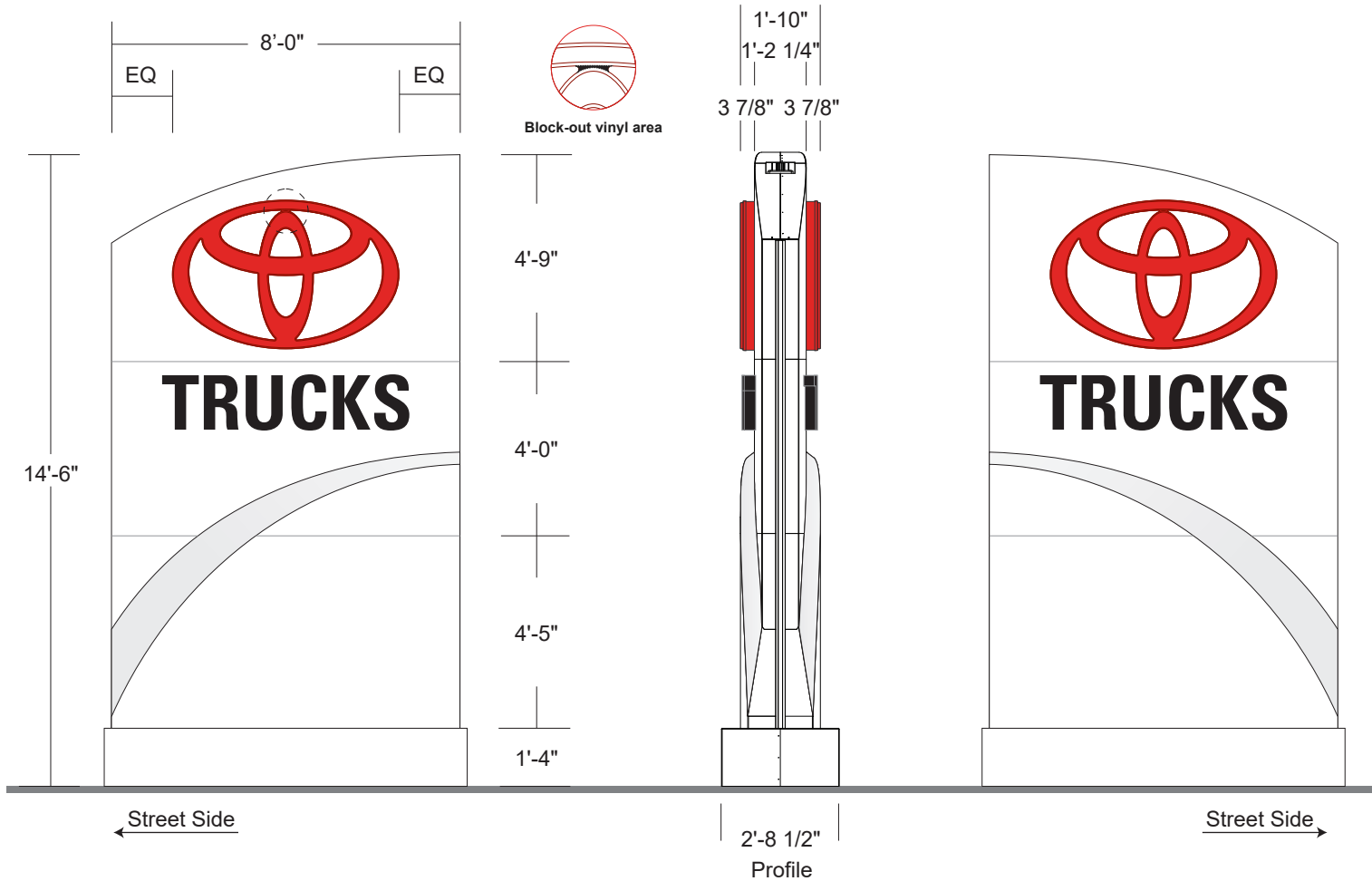
1/8" aluminum 3D "Swoosh"

Painted 31 Medium Gray

Electrical hook-up by others

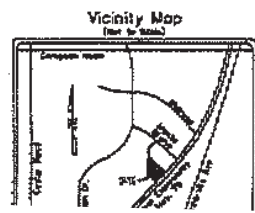
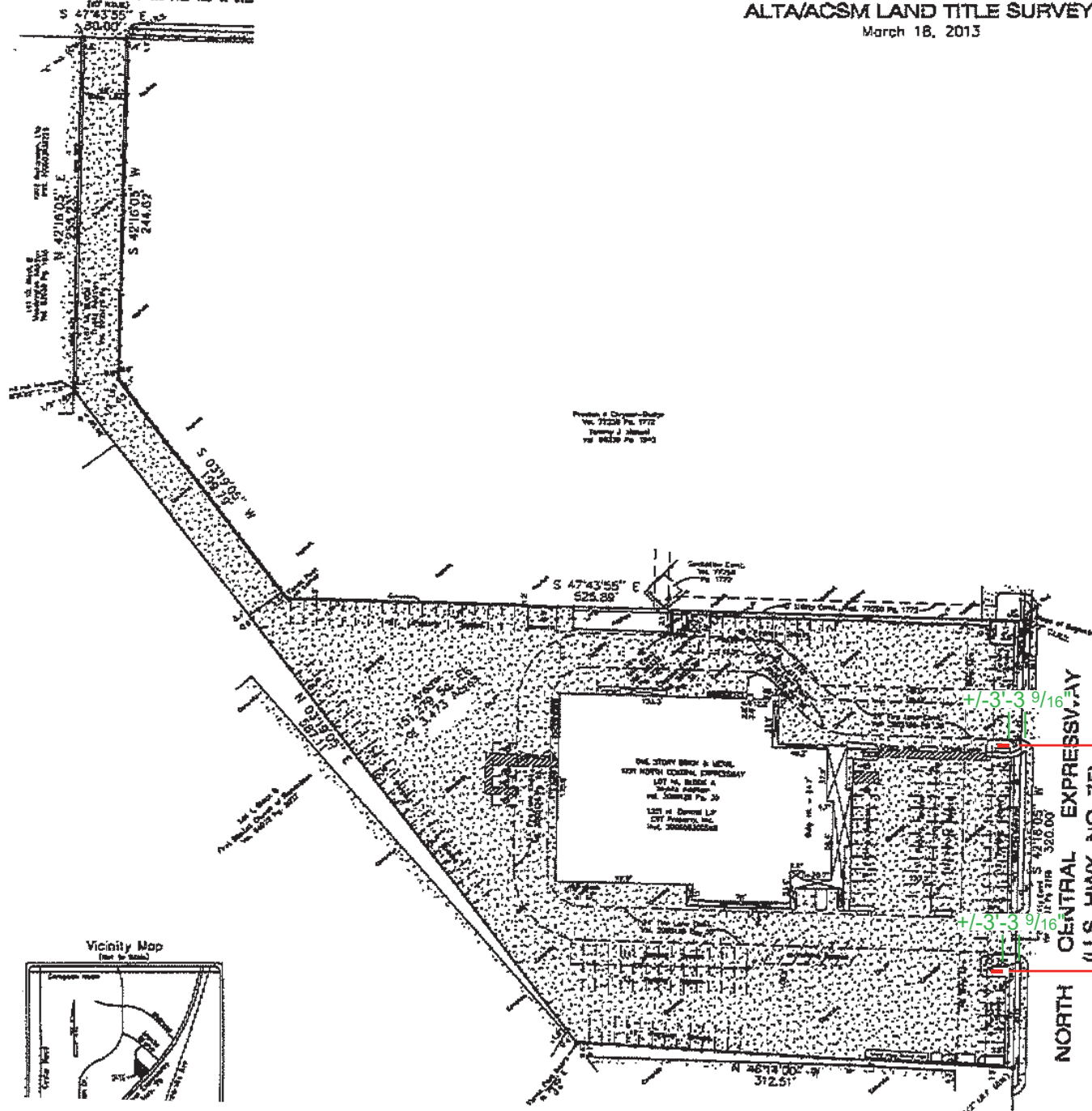
Colors

- White Acrylic Face
- Bayer Red D99 : Lexan polycarbonate
- 3M 3635-20B Block out Vinyl
- 3M 3635-222 black perforated vinyl
- 31 Medium Gray



MONTE BLAINE LANE

1221 N. CENTRAL EXPRESSWAY
ALTA/ACSM LAND TITLE SURVEY
March 18, 2013



(EXISTING)
1024

NEW
814t

Project ID
LM2-57870
42202
Richardson Toyota
1221 N Central Expwy
Richardson, TX
Sign Item
SG1
Date: JUN-25-2024
Scale: N.T.S.
Contact: L.Milligan
Designer: C.Sabatino

Revision Note

Information Required for Production

Customer Approval

Signature _____
MM/DD/YYYY


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It is the Customer's responsibility to ensure that the sign installation location is suitable to accept and support the installation of the signs being ordered. Notify Pattison ID immediately if further details are required.



DATE: October 15, 2024

TO: Don Magner – City Manager

THROUGH: Mark Nelson – Director of Transportation & Mobility 

FROM: Pritam Deshmukh – Asst. Director, Transportation & Mobility 

SUBJECT: Resolution approving the Advance Funding Agreement with TxDOT for 2021 Highway Safety Improvement Program Grant – FY25 Project

The resolution approving the terms and conditions of Advance Funding Agreement (AFA) between the City of Richardson and Texas Department of Transportation (TxDOT) for traffic signal, pedestrian and bicycle improvements at three locations in the City and authorizing its execution by the City Manager has been placed on the October 21, 2024, agenda for consideration by City Council. The project will include traffic signal and pedestrian improvements at the signalized intersections of Jupiter Road/Arapaho Road and Jupiter Road/Beltline Road along with pedestrian and bicycle improvements on Collins Boulevard between Campbell Road and Alma Road.

TxDOT issued a project call for projects in December 2021 for the Highway Safety Improvement Program (HSIP). HSIP is a federally mandated program managed by TxDOT whose main objective is to significantly reduce traffic fatalities and serious injuries on all major public roads. The program uses a data-driven, strategic, results-focused approach to improving highway safety. The City of Richardson was awarded funding for replacing the aging traffic signals at the two intersections and pedestrian and bicycle improvements along a segment of a City street. TxDOT will be managing the construction of these projects. The proposed resolution by City Council gives authority to the City Manager to enter into the agreement with TxDOT to execute the project. Attached to the resolution is the draft Advance Funding Agreement that will be finalized by TxDOT upon receiving the adopted resolution, the final agreement will then be sent to the City for authorization by the City Manager.

City Staff identified available special maintenance initiative funds along with available Transportation Development Credits (TDCs) to be utilized as the local funding match for the project and funding for design. TDCs are a funding source awarded by NCTCOG for past actions and policies approved or implemented by local agencies and serve as a credit to fund air quality related projects. Below are the estimated costs:

- Estimated cost: \$1,934,057.96
 - \$1,478,669.92 (Federal Participation for Construction) + \$160,273.10 (Indirect State Cost)
 - \$145,114.94 (Direct Costs, Local Participation) + \$150,000 (Design, Local Participation)
- Total local contribution: \$295,114.94

RESOLUTION NO. 24-27

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN ADVANCE FUNDING AGREEMENT FOR HIGHWAY SAFETY IMPROVEMENT PROJECT OFF-SYSTEM, BY AND BETWEEN THE STATE OF TEXAS, ACTING BY AND THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION, AND THE CITY OF RICHARDSON, FOR TRAFFIC SIGNAL IMPROVEMENT PROJECT; AUTHORIZING ITS EXECUTION BY THE CITY MANAGER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Advance Funding Agreement for Highway Safety Improvement Project Off-System (the “Agreement”) by and between the State of Texas, acting by and through the Texas Department of Transportation, and the City of Richardson, which provides funding for engineering and construction of traffic signal improvements, traffic signal and pedestrian improvements with one luminaire added, lighting upgrades including controller and cabinet, conduits, pedestrian signals with accessible pedestrian ramps (0918-47-399), install pedestrian signal, pedestrian hybrid beacon, install raised median, install sidewalks and bike lanes (0918-47-401), and traffic signal and pedestrian improvements (0918-47-415) (CCSJ # 0081-04-042) (Traffic Signal Improvements Project), attached as Exhibit “A” and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement, and all matters related thereto, the City Council is of the opinion and finds that the terms and conditions thereof should be approved, and that the City Manager should be authorized to execute the Agreement on behalf of the City of Richardson, Texas; **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the Advance Funding Agreement for Highway Safety Improvement Project Off-System, attached hereto as Exhibit “A”, having been reviewed by the City Council of the City of Richardson, Texas, and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved, and the City Manager is hereby authorized to execute the Agreement on behalf of the City of Richardson, Texas, and any amendments or other instruments related to the Agreement.

SECTION 2. That this Resolution shall become effective immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Richardson,
Texas, on this the 21st day of October 2024.

CITY OF RICHARDSON, TEXAS

MAYOR

ATTEST

CITY SECRETARY

APPROVED AS TO FORM:

CITY ATTORNEY
(pgs:9-30-24)

RESOLUTION NO. 24-____
EXHIBIT "A"

**(Advance Funding Agreement
to be attached)**

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Project
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Richardson**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116522** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **traffic signal improvements**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

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AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			<i>AFA Not Used For Research & Development</i>	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	Local Government*	Utilities	Article 8
2.	Local Government*	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of **engineering and construction of traffic signal improvements. Traffic signal and pedestrian improvements with one luminaire added, lighting upgrades including controller and cabinet, conduits, pedestrian signals with accessible pedestrian ramps (0918-47-399), install pedestrian signal, pedestrian hybrid beacon, install raised median, install sidewalks and bike lanes (0918-47-401), and traffic signal and pedestrian improvements (0918-47-415), by State as shown in Attachment A.**

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project

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successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.

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- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government’s requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government’s funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this

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Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any

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cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

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In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was

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on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State’s authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government’s appraisal, determine the fair market value and credit that amount towards the Local Government’s financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			<i>AFA Not Used For Research & Development</i>	

property. Tracings of the maps shall be retained by the Local Government for a permanent record.

- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			<i>AFA Not Used For Research & Development</i>	

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Richardson ATTN: City Manager PO Box 850306 Richardson, TX 75083	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			<i>AFA Not Used For Research & Development</i>	

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement’s subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			<i>AFA Not Used For Research & Development</i>	

by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			<i>AFA Not Used For Research & Development</i>	

- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			AFA Not Used For Research & Development	

of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			AFA Not Used For Research & Development	

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			<i>AFA Not Used For Research & Development</i>	

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. **Single Audit Report**

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			<i>AFA Not Used For Research & Development</i>	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

Signature

Don Magner
Typed or Printed Name

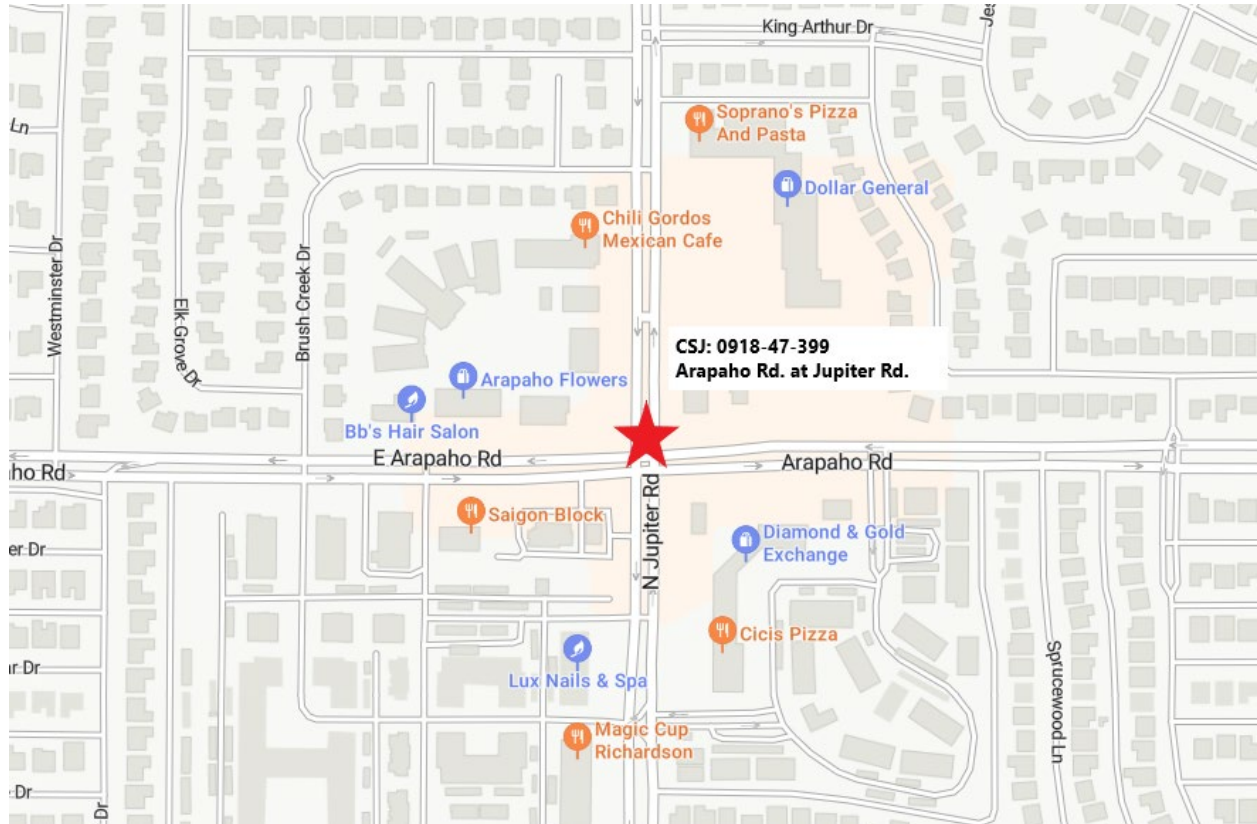
City Manager
Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			AFA Not Used For Research & Development	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**

CSJ: 0918-47-399



TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**

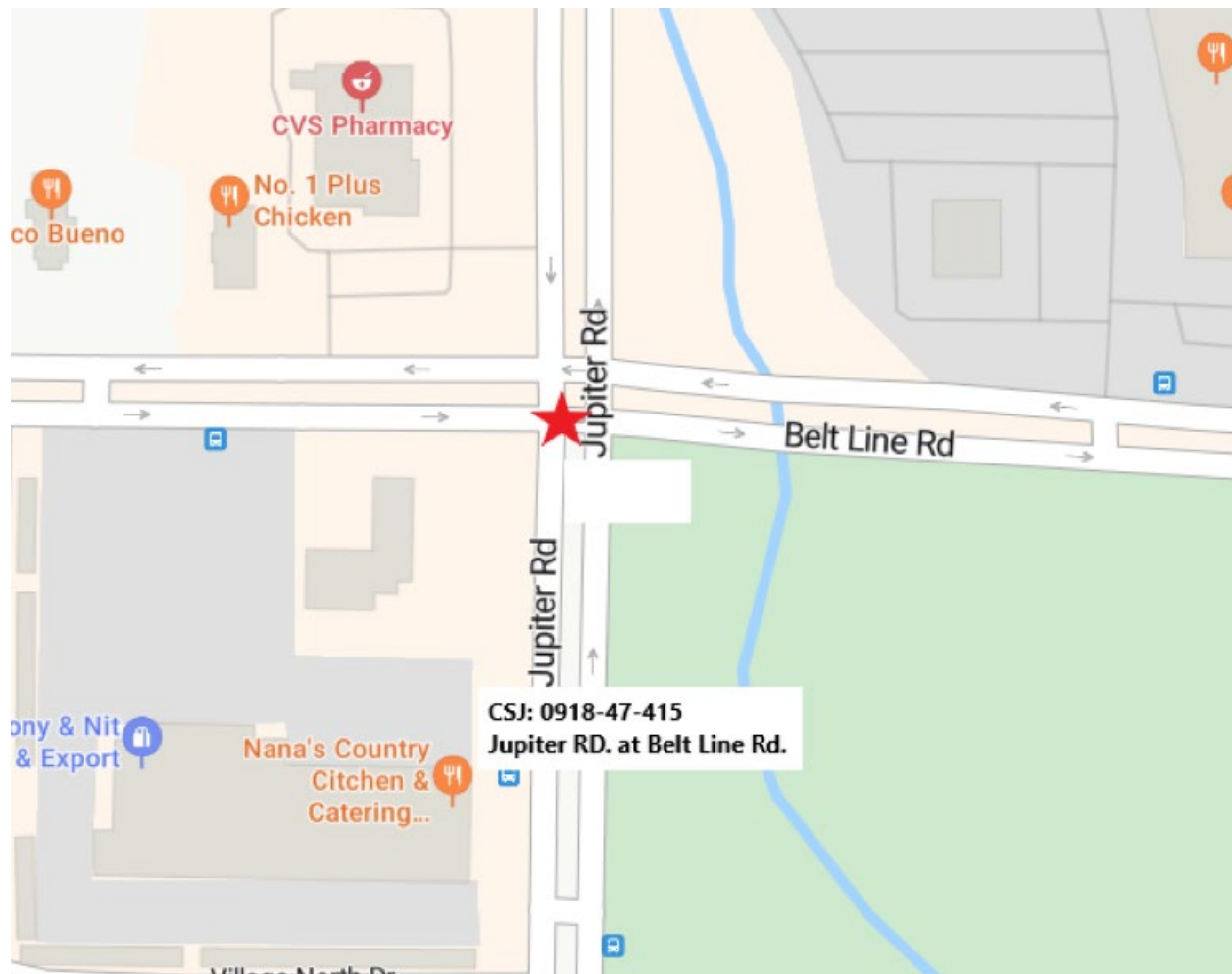
CSJ: 0918-47-401



TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**

CSJ: 0918-47-415



TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT B PROJECT BUDGET

CSJ: 0918-47-399

Construction costs will be allocated based on 100% Federal funding and 0% State funding until the Federal funding reaches the maximum obligated amount. Engineering cost will be allocated based on 100% Local Government funding. The Local Government will then be responsible for 100% of the costs.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Engineering (by Local)	\$50,000.00	0%	\$0	0%	\$0	100%	\$50,000.00
Construction (by State)	\$394,102.00	100%	\$394,102.00	0%	\$0	0%	\$0
Subtotal	\$444,102.00		\$394,102.00		\$0		\$50,000.00
Environmental Direct State Costs	\$4,601.14	0%	\$0	0%	\$0	100%	\$4,601.14
Right of Way Direct State Costs	\$4,601.14	0%	\$0	0%	\$0	100%	\$4,601.14
Engineering Direct State Costs	\$4,601.14	0%	\$0	0%	\$0	100%	\$4,601.14
Utility Direct State Costs	\$4,601.14	0%	\$0	0%	\$0	100%	\$4,601.14
Construction Direct State Costs	\$18,404.57	0%	\$0	0%	\$0	100%	\$18,404.57
Subtotal	\$36,809.13		\$0		\$0		\$36,809.13
Indirect State Cost – 4.60%	\$27,320.00	0%	\$0	100%	\$27,320.00	0%	\$0
TOTAL	\$508,231.13		\$394,102.00		\$27,320.00		\$86,809.13

Initial Payment by the Local Government to the State: **\$18,404.56**

Payment by the Local Government to the State before Construction: **\$18,404.57**

Estimated total payment by the Local Government to the State: **\$36,809.13**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT B PROJECT BUDGET

CSJ: 0918-47-401

Construction costs will be allocated based on 90% Federal funding and 10% State funding until the Federal funding reaches the maximum obligated amount. Engineering cost will be allocated based on 100% Local Government funding. The Local Government will then be responsible for 100% of the costs.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION		LOCAL PARTICIPATION (TDC'S)	
		%	Cost	%	Cost	%	Cost	%	Credit
Engineering (by Local)	\$50,000.00	0%	\$0	0%	\$0	100%	\$50,000.00	0%	\$0
Construction (by State)	\$750,125.00	90%	\$675,111.60	10%	\$75,012.40	0%	\$1.00	TDC	75,124.40
Subtotal	\$800,125.00		\$675,111.60		\$75,012.40		\$50,001.00		75,124.40
Environmental Direct State Costs	\$8,757.70	0%	\$0	0%	\$0	100%	\$8,757.70	0%	\$0
Right of Way Direct State Costs	\$8,757.70	0%	\$0	0%	\$0	100%	\$8,757.70	0%	\$0
Engineering Direct State Costs	\$8,757.70	0%	\$0	0%	\$0	100%	\$8,757.70	0%	\$0
Utility Direct State Costs	\$8,757.70	0%	\$0	0%	\$0	100%	\$8,757.70	10%	\$0
Construction Direct State Costs	\$35,030.80	0%	\$0	0%	\$0	100%	\$35,030.80	0%	\$0
Subtotal	\$70,061.59		\$0		\$0		\$70,061.59		\$0
Indirect State Cost – 4.60%	\$36,805.70	0%	\$0	100%	\$36,805.70	0%	\$0	0%	\$0
TOTAL	\$906,992.29		\$675,111.60		\$111,818.10		\$120,062.59		75,124.40 TDC

Initial Payment by the Local Government to the State: **\$35,030.80**

Payment by the Local Government to the State before Construction: **\$35,030.79**

Estimated total payment by the Local Government to the State: **\$70,061.59**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

Transportation Development Credits (TDCs) in the amount of \$75,124.00 will be used for the Local Government's contribution.

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			AFA Not Used For Research & Development	

ATTACHMENT B PROJECT BUDGET

CSJ: 0918-47-415

Construction costs will be allocated based on 100% Federal funding and 0% State funding until the Federal funding reaches the maximum obligated amount. Engineering cost will be allocated based on 100% Local Government funding. The Local Government will then be responsible for 100% of the costs.

DESCRIPTION	TOTAL ESTIMATED COST	FEDERAL PARTICIPATION		STATE PARTICIPATION		LOCAL PARTICIPATION	
		%	Cost	%	Cost		Cost
Engineering (by Local)	\$50,000.00	0%	\$0	0%	\$0	100%	\$50,000.00
Construction (by State)	\$409,456.32	100%	\$409,456.32	0%	\$0	0%	\$0
Subtotal	\$459,456.32		\$409,456.32		\$0		\$50,000.00
Environmental Direct State Costs	\$4,780.40	0%	\$0	0%	\$0	100%	\$4,780.40
Right of Way Direct State Costs	\$4,780.40	0%	\$0	0%	\$0	100%	\$4,780.40
Engineering Direct State Costs	\$4,780.40	0%	\$0	0%	\$0	100%	\$4,780.40
Utility Direct State Costs	\$4,780.41	0%	\$0	0%	\$0	100%	\$4,780.41
Construction Direct State Costs	\$19,121.61	0%	\$0	0%	\$0	100%	\$19,121.61
Subtotal	\$38,243.22		\$0		\$0		\$38,243.22
Indirect State Cost – 4.60%	\$21,135.00	0%	\$0	100%	\$21,135.00	0%	\$0
TOTAL	\$518,834.54		\$409,456.32		\$21,135.00		\$88,243.22
GRAND TOTAL	\$1,934,057.96		\$1,478,669.92		\$160,273.10		\$295,114.94

Initial Payment by the Local Government to the State: **\$19,121.61**

Payment by the Local Government to the State before Construction: **\$19,121.61**

Estimated total payment by the Local Government to the State: **\$38,243.22**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

GRAND TOTAL Initial Payment by the Local Government to the State: **\$72,556.97**

GRAND TOTAL Payment by the Local Government to the State before Construction: **\$72,556.97**

GRAND TOTAL Estimated total payment by the Local Government to the State: **\$145,113.94**

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0081-04-042	AFA ID	Z00009886	CFDA No.	20.205
AFA CSJs	0918-47-399, 0918-47-401, 0918-47-415			CFDA Title	Highway Planning and Construction
District #	18/DAL	Code Chart 64#	35200		
Project Name	Traffic Signal Improvements			<i>AFA Not Used For Research & Development</i>	

ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER



RICHARDSON®
T E X A S

MEMO

DATE: October 14, 2024
TO: Anita Cothran – Director of Finance
FROM: Lisa TerMorshuizen – Purchasing Supervisor *LT*
SUBJECT: Award of Bid #04-25 for Annual Requirements Contract for Container Plant Materials to Bruce Miller Nursery pursuant to unit prices

Proposed Date of Award: October 21, 2024

I concur with the recommendation of Shohn Rodgers - Assistant Director of Parks and Planning, and request permission to issue annual requirements contract for container plant materials to Bruce Miller Nursery pursuant to the attached unit prices.

The initial term of the contracts is for one (1) year commencing on November 1, 2024 with options to renew for up to four (4) additional one-year periods, if exercised and mutually agreed upon by both parties. The award of this contract allows the city to purchase container plant materials as the requirements and needs of the city arise on an annual basis and during any subsequent renewal period(s). Since the city is not obligated to pay for a minimum or maximum amount of goods or services, payment will be rendered pursuant to the unit prices specified.

City staff estimates annual expenditures to be approximately \$100,000 and funding is provided from the Parks Maintenance Operating Budget.

The bid was advertised in *The Dallas Morning News* on September 16 & 23, 2024 and posted on BidSync. A total of 1,774 electronic solicitations were distributed and fourteen (14) vendors viewed the bid. A pre-bid conference was held on September 24, 2024 and one (1) bid was received.

Concur:

Anita Cothran
Anita Cothran

ATTACHMENTS



RICHARDSON, TX[®]
PARKS & RECREATION

MEMORANDUM

TO: Ally Dobbins- PURCHASING MANAGER

FROM: Shohn Rodgers- Asst. Director Parks & Planning

DATE: 10/11/2024

RE: Award of Bid 04-25 ARC CONTAINER PLANT MATERIALS

The Parks Department would like to seek council approval to award bid # 04-25 ARC Container Plant Materials to Bruce Miller Nursery. This contractor was the only bidder but has proven themselves to be a good and cost-effective asset to the City of Richardson for the last 5 years.

It is estimated that the Parks Department will spend approximately \$100,000 annually for this contract. Not all the items that were bid will be used however we wanted to have them on contract should the need for it arise. Funding is available in the below account numbers:

- 0110-30-50-720-000-553399
- 0110-30-50-720-000-686171

BID TABULATION:
CONTAINER PLANT MATERIALS

				BRUCE MILLER	
Line Item	Description	QTY	UOM	UNIT PRICE	AMOUNT
1-1	Abelia, Glossy, 3-gallon pots	100	EA	\$ 10.75	\$ 1,075.00
1-2	Abelia, Glossy, 5-gallon pots	50	EA	\$ 15.50	\$ 775.00
1-3	Abelia, Glossy, Edward Goucher, 3-gallon pots	100	EA	\$ 10.75	\$ 1,075.00
1-4	Abelia, Glossy, Edward Goucher, 5-gallon pots	50	EA	\$ 15.50	\$ 775.00
1-5	Abelia, Grandiflora, 3-gallon pots	30	EA	\$ 10.75	\$ 322.50
1-6	Abelia, Grandiflora, 5-gallon pots	30	EA	\$ 15.50	\$ 465.00
1-7	Agave, Harvard, 3-gallon pots	30	EA	\$ 22.50	\$ 675.00
1-8	Agave, Harvard, 5-gallon pots	30	EA	\$ 32.50	\$ 975.00
1-9	Agave, Rough Leaf, 3-gallon pots	25	EA	\$ 22.50	\$ 562.50
1-10	Agave, Rough Leaf, 5-gallon pots	25	EA	\$ 32.50	\$ 812.50
1-11	Agave, Whales Tongue, 3-gallon pots	25	EA	\$ 22.50	\$ 562.50
1-12	Agave, Whales Tongue, 5-gallon pots	25	EA	\$ 32.50	\$ 812.50
1-13	Dwarf Palmetto, 3-gallon pots	30	EA	\$ 27.50	\$ 825.00
1-14	Dwarf Palmetto, 5-gallon pots	25	EA	\$ 32.50	\$ 812.50
1-15	Flowering Quince, 1-gallon pots	100	EA	\$ 10.50	\$ 1,050.00
1-16	Flowering Quince, 3-gallon pots	100	EA	\$ 22.50	\$ 2,250.00
1-17	Forsythia, 1-gallon pots	100	EA	\$ 10.50	\$ 1,050.00
1-18	Forsythia, 3-gallon pots	100	EA	\$ 15.00	\$ 1,500.00
1-19	Holly, Burford, 30-gallon pots	10	EA	\$ 165.00	\$ 1,650.00
1-20	Holly, Carissa, 3-gallon pots	100	EA	\$ 15.50	\$ 1,550.00
1-21	Holly, Carissa, 5-gallon pots	100	EA	\$ 17.50	\$ 1,750.00
1-22	Holly, Chinese or Horned, 3-gallon pots	100	EA	\$ 15.50	\$ 1,550.00
1-23	Holly, Chinese or Horned, 5-gallon pots	100	EA	\$ 17.50	\$ 1,750.00
1-24	Holly, Dwarf Burford, 3-gallon pots	200	EA	\$ 10.75	\$ 2,150.00
1-25	Holly, Dwarf Burford, 5-gallon pots	200	EA	\$ 15.50	\$ 3,100.00
1-26	Holly, Dwarf Yaupon, 3-gallon pots	500	EA	\$ 10.75	\$ 5,375.00
1-27	Holly, Dwarf Yaupon, 5-gallon pots	300	EA	\$ 15.50	\$ 4,650.00
1-28	Holly, Fern, 1-gallon pots	50	EA	\$ 4.95	\$ 247.50
1-29	Holly, Fern, 3-gallon pots	50	EA	\$ 10.75	\$ 537.50
1-30	Holly, Fern, 5-gallon pots	25	EA	\$ 18.50	\$ 462.50
1-31	Holly, Mary Nell, 30-gallon pots	10	EA	\$ 175.00	\$ 1,750.00
1-32	Holly, Willow leaf, 30-gallon pots	10	EA	\$ 175.00	\$ 1,750.00
1-33	Indian Hawthorne, Bay Breeze, 3-gallon pots	250	EA	\$ 10.75	\$ 2,687.50
1-34	Indian Hawthorne, Clara, 3-gallon pots	100	EA	\$ 10.75	\$ 1,075.00
1-35	Indian Hawthorne, Jack Evans, 3-gallon pots	50	EA	\$ 10.75	\$ 537.50
1-36	Indian Hawthorne, Springtime, 3-gallon pots	50	EA	\$ 10.75	\$ 537.50
1-37	Japanese Barberry, 5-gallon pots	50	EA	\$ 22.50	\$ 1,125.00

BID TABULATION:
CONTAINER PLANT MATERIALS

1-38	Japanese Boxwood, 3-gallon pots	200	EA	\$	10.75	\$	2,150.00
1-39	Japanese Boxwood, 5-gallon pots	100	EA	\$	15.50	\$	1,550.00
1-40	Korean Boxwood, 3-gallon pots	50	EA	\$	10.75	\$	537.50
1-41	Korean Boxwood, 5-gallon pots	25	EA	\$	15.50	\$	387.50
1-42	Loropetalum (Fringe Flower), 1-gallon pots	100	EA	\$	10.50	\$	1,050.00
1-43	Loropetalum (Fringe Flower), 3-gallon pots	250	EA	\$	10.75	\$	2,687.50
1-44	Nandina, Compact, 3-gallon pots	50	EA	\$	10.75	\$	537.50
1-45	Nandina, Compact, 5-gallon pots	50	EA	\$	15.50	\$	775.00
1-46	Nandina, Dwarf Harbor, 3-gallon pots	300	EA	\$	12.50	\$	3,750.00
1-47	Nandina, Gulfstream, 3-gallon pots	200	EA	\$	18.50	\$	3,700.00
1-48	Nandina, Moon bay, 3-gallon pots	200	EA	\$	18.50	\$	3,700.00
1-49	Nandina, Nana, 3-gallon pots	500	EA	\$	12.50	\$	6,250.00
1-50	Nandina, Nana, 5-gallon pots	200	EA	\$	18.50	\$	3,700.00
1-51	Nandina, Domestica, 5-gallon pots	50	EA	\$	18.50	\$	925.00
1-52	Nandina, Standard, 3-gallon pots	50	EA	\$	15.00	\$	750.00
1-53	Nandina, Standard, 5-gallon pots	50	EA	\$	18.50	\$	925.00
1-54	Sunshine Ligustrum, 3-gallon pots	50	EA	\$	22.50	\$	1,125.00
1-55	Sunshine Ligustrum, 5-gallon pots	50	EA	\$	28.50	\$	1,425.00
1-56	Viburnum, 3-gallon pots	50	EA	\$	21.50	\$	1,075.00
1-57	Viburnum, 5-gallon pots	25	EA	\$	27.50	\$	687.50
1-58	Yucca, Arkansas, 3-gallon pots	50	EA	\$	22.50	\$	1,125.00
1-59	Yucca, Arkansas, 5-gallon pots	30	EA	\$	32.50	\$	975.00
1-60	Yucca, Banana, 3-gallon pots	50	EA	\$	22.50	\$	1,125.00
1-61	Yucca, Banana, 5-gallon pots	30	EA	\$	32.50	\$	975.00
1-62	Yucca, Buckley, 3-gallon pots	50	EA	\$	22.50	\$	1,125.00
1-63	Yucca, Buckley, 5-gallon pots	30	EA	\$	32.50	\$	975.00
1-64	Yucca, Color Guard, 3-gallon pots	300	EA	\$	21.50	\$	6,450.00
1-65	Yucca, Color Guard, 5-gallon pots	100	EA	\$	27.50	\$	2,750.00
1-66	Yucca, Red, 3-gallon pots	100	EA	\$	12.50	\$	1,250.00
1-67	Yucca, Red, 5-gallon pots	50	EA	\$	18.50	\$	925.00
1-68	Yucca, Variegated, 3-gallon pots	25	EA	\$	21.50	\$	537.50
1-69	Yucca, Variegated, 5-gallon pots	25	EA	\$	27.50	\$	687.50
1-70	American Beautyberry, 3-gallon pots	100	EA	\$	17.50	\$	1,750.00
1-71	American Beautyberry, 5-gallon pots	100	EA	\$	24.50	\$	2,450.00
1-72	Artemisia, 1-gallon pots	200	EA	\$	4.50	\$	900.00
1-73	Artemisia, 3-gallon pots	50	EA	\$	12.50	\$	625.00
1-74	Artemisia, 4" 20 per Flat	70	EA	\$	30.00	\$	2,100.00
1-75	Azalea, Fashion, 3-gallon pots	40	EA	\$	12.50	\$	500.00
1-76	Azalea, Hino crimson, 3-gallon pots	40	EA	\$	12.50	\$	500.00
1-77	Azalea, Snow, 3-gallon pots	40	EA	\$	12.50	\$	500.00
1-78	Bronze Fennel, 1-gallon pots	50	EA	\$	6.50	\$	325.00

BID TABULATION:
CONTAINER PLANT MATERIALS

1-79	Bronze Fennel, 3-gallon pots	25	EA	\$	15.00	\$	375.00
1-80	Butterfly Bush , 3-gallon pots	25	EA	\$	12.50	\$	312.50
1-81	Butterfly Bush , 5-gallon pots	25	EA	\$	17.50	\$	437.50
1-82	Butterfly Bush, 1-gallon pots	100	EA	\$	4.50	\$	450.00
1-83	Mexican Mint Marigold, 1-gallon pots	50	EA	\$	4.50	\$	225.00
1-84	Mexican Mint Marigold, 3-gallon pots	25	EA	\$	12.50	\$	312.50
1-85	Nearly Wild Rose, 1 gallon pots	25	EA	\$	12.50	\$	312.50
1-86	Nearly Wild Rose, 3 gallon pots	25	EA	\$	22.50	\$	562.50
1-87	Rosemary Creeping, 1-gallon pots	500	EA	\$	4.50	\$	2,250.00
1-88	Rosemary Creeping, 3- gallon pots	500	EA	\$	12.50	\$	6,250.00
1-89	Rosemary Creeping, 4" 20 per Flat	50	EA	\$	30.00	\$	1,500.00
1-90	Rosemary, 1-gallon pots	100	EA	\$	4.50	\$	450.00
1-91	Salvia Greggii 3-gallon pots	200	EA	\$	12.50	\$	2,500.00
1-92	Salvia Greggii 5-gallon pots	100	EA	\$	17.50	\$	1,750.00
1-93	Spanish Lavender, 1-gallon pots	50	EA	\$	4.50	\$	225.00
1-94	Spanish Lavender, 3-gallon pots	25	EA	\$	12.50	\$	312.50
1-95	Spirea, 1-gallon pots	100	EA	\$	7.50	\$	750.00
1-96	Spirea, 3-gallon pots	100	EA	\$	10.75	\$	1,075.00
1-97	Spirea, 5-gallon pots	50	EA	\$	17.50	\$	875.00
1-98	Sumac, 3-gallon pots	100	EA	\$	10.75	\$	1,075.00
1-99	Sumac, 5-gallon pots	100	EA	\$	17.50	\$	1,750.00
1-100	Turk's Cap, 1-gallon pots	100	EA	\$	4.50	\$	450.00
1-101	Turk's Cap, 3-gallon pots	100	EA	\$	12.50	\$	1,250.00
1-102	Turk's Cap, 4" 20 per Flat	50	EA	\$	30.00	\$	1,500.00
1-103	Wisteria, 3-gallon pots	25	EA	\$	22.50	\$	562.50
1-104	Wood Fern, 1-gallon pots	70	EA	\$	4.50	\$	315.00
1-105	Wood Fern, 3-gallon pots	50	EA	\$	12.50	\$	625.00
1-106	Wood Fern, 5-gallon pots	25	EA	\$	17.50	\$	437.50
CATEGORY 2 - SAGE'S & SEDGES							
2-1	Berkeley Sedge, 1-gallon pots	300	EA	\$	4.50	\$	1,350.00
2-2	Berkeley Sedge, 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
2-3	Broomsedge Bluestem, 1-gallon pots	100	EA	\$	4.50	\$	450.00
2-4	Broomsedge Bluestem, 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
2-5	Cherokee Sedge, 1-gallon pots	500	EA	\$	4.50	\$	2,250.00
2-6	Cherokee Sedge, 2-gallon pots	500	EA	\$	10.50	\$	5,250.00
2-7	Cherokee Sedge, quart pots	500	EA	\$	4.50	\$	2,250.00
2-8	Compact Texas Sage, 3-gallon pots	100	EA	\$	10.75	\$	1,075.00
2-9	Compact Texas Sage, 5-gallon pots	50	EA	\$	17.50	\$	875.00
2-10	Crow Foot Caric Sedge, 1-gallon pots	100	EA	\$	4.50	\$	450.00
2-11	Crow Foot Caric Sedge, 3-gallon pots	100	EA	\$	12.50	\$	1,250.00
2-12	Mealy Blue Sage, 1-gallon pots	50	EA	\$	4.50	\$	225.00

BID TABULATION:
CONTAINER PLANT MATERIALS

2-13	Mealy Blue Sage, 5-gallon pots	50	EA	\$	17.50	\$	875.00
2-14	Mealy Blue Sage, 3-gallon pots	50	EA	\$	12.50	\$	625.00
2-15	Mexican Bush Sage, 1-gallon pots	50	EA	\$	4.50	\$	225.00
2-17	Mexican Bush Sage, 3-gallon pots	50	EA	\$	12.50	\$	625.00
2-18	Mexican Bush Sage, 5-gallon pots	50	EA	\$	17.50	\$	875.00
2-19	Russian Sage, 1-gallon pots	50	EA	\$	4.50	\$	225.00
2-20	Saliva Raspberry Autumn Sage, 3-gallon pots	250	EA	\$	12.50	\$	3,125.00
2-21	Saliva Raspberry Autumn Sage, 5-gallon pots	100	EA	\$	17.50	\$	1,750.00
2-22	Texas Bush Sage, 3-gallon pots	100	EA	\$	12.50	\$	1,250.00
2-23	Texas Bush Sage, 5-gallon pots	100	EA	\$	17.50	\$	1,750.00
2-24	Texas Sage, 1-gallon pots	100	EA	\$	7.50	\$	750.00
2-25	Texas Sage, 3-gallon pots	100	EA	\$	10.75	\$	1,075.00
2-26	Texas Sage, 5-gallon pots	100	EA	\$	17.50	\$	1,750.00
2-27	Texas Sedge, 1-gallon pots	100	EA	\$	4.50	\$	450.00
2-28	Texas Sedge, 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
CATEGORY 3 - GRASSES							
3-1	Deer Muhly Grass, 1-gallon pots	200	EA	\$	4.50	\$	900.00
3-2	Deer Muhly Grass, 3-gallon pots	100	EA	\$	10.75	\$	1,075.00
3-3	Dwarf Fountain Grass 'Hameln', 5-gallon pots	100	EA	\$	17.50	\$	1,750.00
3-4	Dwarf Maiden Grass, 1-gallon pots	100	EA	\$	4.50	\$	450.00
3-5	Dwarf Maiden Grass, 3-gallon pots	100	EA	\$	10.75	\$	1,075.00
3-6	Dwarf Maiden Grass, 5-gallon pots	100	EA	\$	17.50	\$	1,750.00
3-7	Dwarf Pampas grass, 1-gallon pots	100	EA	\$	6.50	\$	650.00
3-8	Dwarf Pampas grass, 3-gallon pots	100	EA	\$	15.50	\$	1,550.00
3-9	Dwarf Pampas Grass, 5-gallon pots	100	EA	\$	18.50	\$	1,850.00
3-10	Dwarf Purple Fountain Grass, 5-gallon pots	100	EA	\$	15.00	\$	1,500.00
3-11	Giant Liriope 1-gallon pots	50	EA	\$	3.25	\$	162.50
3-12	Giant Liriope 4" 20 per Flat	50	EA	\$	17.00	\$	850.00
3-13	Gulf Muhly Grass, 1-gallon pots	200	EA	\$	5.50	\$	1,100.00
3-14	Gulf Muhly Grass, 3-gallon pots	100	EA	\$	12.50	\$	1,250.00
3-15	Gulf Muhly Grass, 5-gallon pots	100	EA	\$	17.50	\$	1,750.00
3-16	Hameln's Fountain Grass, 1-gallon pots	200	EA	\$	4.50	\$	900.00
3-17	Hameln's Fountain Grass, 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
3-18	Hameln's Fountain Grass, 5-gallon pots	100	EA	\$	17.50	\$	1,750.00
3-19	Indian Grass, 1-gallon pots	100	EA	\$	4.50	\$	450.00
3-20	Indian Grass, 3-gallon pots	100	EA	\$	10.75	\$	1,075.00
3-21	Indian Grass, 5-gallon pots	100	EA	\$	17.50	\$	1,750.00
3-22	Lindheimer's Nolina, 3-gallon pots	25	EA	\$	12.50	\$	312.50
3-23	Lindheimer's Nolina, 5-gallon pots	25	EA	\$	17.50	\$	437.50
3-24	Liriope 4" 20 per Flat	50	EA	\$	17.00	\$	850.00
3-25	Liriope, 1-gallon pots	500	EA	\$	2.75	\$	1,375.00

BID TABULATION:
CONTAINER PLANT MATERIALS

3-26	Little Blue Stem Grass, 1-gallon pots	100	EA	\$	4.50	\$	450.00
3-27	Little Blue Stem Grass, 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
3-28	Little Bunny Fountain Grass, 1-gallon pots	100	EA	\$	4.50	\$	450.00
3-29	Little Bunny Fountain Grass, 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
3-30	Maiden Grass, 1-gallon pots	100	EA	\$	4.50	\$	450.00
3-31	Maiden Grass, 3-gallon pots	100	EA	\$	10.75	\$	1,075.00
3-32	Maiden Grass, 5-gallon pots	100	EA	\$	17.50	\$	1,750.00
3-33	Meadow Sedge, 1-gallon pots	100	EA	\$	4.50	\$	450.00
3-34	Meadow Sedge, 3-gallon pots	100	EA	\$	12.50	\$	1,250.00
3-35	Mexican Feather Grass, 1-gallon pots	200	EA	\$	4.50	\$	900.00
3-36	Mexican Feather Grass, 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
3-37	Mexican Feather Grass, 5-gallon pots	100	EA	\$	17.50	\$	1,750.00
3-38	Miscanthus sinensis 'Adagio', 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
3-39	Miscanthus sinensis 'Variegatus', 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
3-40	Mondo grass, 1-gallon pots	400	EA	\$	2.75	\$	1,100.00
3-41	Muhlenberg 'Lindheimer's Muhly', 1-gallon pots	300	EA	\$	5.50	\$	1,650.00
3-42	Muhlenbergia 'Lindheimer's Muhly', 3-gallon pots	300	EA	\$	10.50	\$	3,150.00
3-43	Nassella 'Mexican Feathergrass', 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
3-44	Pampas Grass, 5-gallon pots	75	EA	\$	17.50	\$	1,312.50
3-45	Pine Muhly Grass, 1-gallon pots	200	EA	\$	4.50	\$	900.00
3-46	Pine Muhly Grass, 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
3-47	Porcupine Grass, 1-gallon pots	100	EA	\$	4.50	\$	450.00
3-48	Porcupine Grass, 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
3-49	Porcupine Grass, 5-gallon pots	100	EA	\$	17.50	\$	1,750.00
3-50	Purple Love Grass, 1-gallon pots	100	EA	\$	4.50	\$	450.00
3-51	Purple Love Grass, 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
3-52	Sideoats Grama, 1-gallon pots	100	EA	\$	5.50	\$	550.00
3-53	Sideoats Grama, 3-gallon pots	100	EA	\$	12.50	\$	1,250.00
3-54	Silver Bluestem, 1-gallon pots	100	EA	\$	4.50	\$	450.00
3-55	Silver Bluestem, 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
3-56	Tufted Hair Grass, 1-gallon pots	100	EA	\$	4.50	\$	450.00
3-57	Tufted Hair Grass, 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
3-58	Variegated Japanese Silver Grass, 1-gallon pots	100	EA	\$	4.50	\$	450.00
3-59	Variegated Japanese Silver Grass, 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
3-60	Variegated Japanese Silver Grass, 5-gallon pots	100	EA	\$	17.50	\$	1,750.00
3-61	Weeping Love Grass, 1-gallon pots	200	EA	\$	4.50	\$	900.00
3-62	Weeping Love Grass, 4" 20 per Flat	50	EA	\$	30.00	\$	1,500.00
3-63	Zexmenia Grass, 1-gallon pots	200	EA	\$	4.50	\$	900.00
3-64	Zexmenia Grass, 3-gallon pots	100	EA	\$	12.50	\$	1,250.00
CATEGORY 4 - PERENNIALS							
4-1	Blackfoot Daisy, 1-gallon pots	50	EA	\$	5.50	\$	275.00

BID TABULATION:
CONTAINER PLANT MATERIALS

4-2	Butterfly Weed, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-3	Butterfly Weed, 3-gallon pots	25	EA	\$	12.50	\$	312.50
4-4	Calylophus, 1-gallon pots	50	EA	\$	3.75	\$	187.50
4-5	Catmint, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-6	Catmint, 4" (20 per flat)	50	EA	\$	30.00	\$	1,500.00
4-7	Chives, 4" (20 per flat)	50	EA	\$	30.00	\$	1,500.00
4-8	Coneflower, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-9	Coneflower, 3-gallon pots	25	EA	\$	12.50	\$	312.50
4-10	Creeping Thyme, 1-gallon pots	50	EA	\$	5.50	\$	275.00
4-11	Creeping Thyme, 4" (20 per flat)	50	EA	\$	30.00	\$	1,500.00
4-12	Damianita, 1-gallon pots	60	EA	\$	4.50	\$	270.00
4-13	Damianita, 3-gallon pots	60	EA	\$	12.50	\$	750.00
4-14	Damianita, 4" (20 per flat)	40	EA	\$	30.00	\$	1,200.00
4-15	Dwarf Fall Aster, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-16	Dwarf Fall Aster, 3-gallon pots	25	EA	\$	12.50	\$	312.50
4-17	Four Nerve Daisy, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-18	Frostweed, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-19	Guara, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-20	Hummingbird Bush, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-21	Lantana, 4" (20 per flat)	100	EA	\$	13.50	\$	1,350.00
4-22	Lantana, 1-gallon pots	200	EA	\$	3.75	\$	750.00
4-23	Lantana, 3-gallon pots	100	EA	\$	10.50	\$	1,050.00
4-24	Milkweed Orange, Green or Texas, 4" (20 per flat)	60	EA	\$	30.00	\$	1,800.00
4-25	Milkweed Orange, Green or Texas, Tropical, 1-gallon pots	60	EA	\$	6.50	\$	390.00
4-26	Milkweed Orange, Green, Texas, Tropical, 3-gallon pots	60	EA	\$	15.00	\$	900.00
4-27	Monarda spp, 1-gallon pots	50	EA	\$	6.50	\$	325.00
4-28	Monarda spp, 4" (20 per flat)	50	EA	\$	30.00	\$	1,500.00
4-29	Moonshine Yarrow, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-30	Moonshine Yarrow, 3-gallon pots	25	EA	\$	10.50	\$	262.50
4-31	Oregano, 1-gallon pots	50	EA	\$	6.50	\$	325.00
4-32	Oregano, 4" (20 per flat)	50	EA	\$	30.00	\$	1,500.00
4-33	Phlox spp, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-34	Purple Coneflower, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-35	Purple Coneflower, 3-gallon pots	50	EA	\$	10.50	\$	525.00
4-36	Rudbeckia Fulgida (Black Eye Susan), 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-37	Rudbeckia Fulgida (Black Eye Susan), 3-gallon pots	25	EA	\$	10.50	\$	262.50
4-38	Ruellia, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-39	Ruellia, 4" (20 per flat)	50	EA	\$	30.00	\$	1,500.00
4-40	Salvia Greggii, 1-gallon pots	200	EA	\$	4.50	\$	900.00
4-41	Salvia Greggii, 3-gallon pots	250	EA	\$	10.50	\$	2,625.00
4-42	Society Garlic, 1-gallon pots	50	EA	\$	4.50	\$	225.00

BID TABULATION:
CONTAINER PLANT MATERIALS

4-43	Swamp Milkweed, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-44	Swamp Milkweed, 3-gallon pots	25	EA	\$	10.50	\$	262.50
4-45	Texas Aster, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-46	Trailing Rosemary, 1-gallon pots	50	EA	\$	4.50	\$	225.00
4-47	Trailing Rosemary, 4" (20 per flat)	50	EA	\$	30.00	\$	1,500.00
4-48	Veronica Speedwell, 1-gallon pots	50	EA	\$	4.50	\$	225.00
CATEGORY 5 - GROUND COVER							
5-1	Purple Winter Creeper, 4" (20 per flat)	40	EA	\$	17.00	\$	680.00
5-2	Asian Jasmine, 1-gallon pots, fully covered	3000	EA	\$	2.75	\$	8,250.00
5-3	Asian Jasmine, 4-inch pot, (20 per flat), 4 runner minimum per pot	1000	EA	\$	17.00	\$	17,000.00
5-4	Boston Ivy, 4-inch pot, (20 per flat)	500	EA	\$	17.00	\$	8,500.00
5-5	Boston Ivy, 1 gallon pots	500	EA	\$	2.50	\$	1,250.00
5-6	Carolina Jasmine, 3-gallon pots	25	EA	\$	17.50	\$	437.50
5-7	Confederate Jasmine, 3-gallon pots	25	EA	\$	17.50	\$	437.50
5-8	Coral Honeysuckle, 3-gallon pots	25	EA	\$	17.50	\$	437.50
5-9	Crossvine, 3-gallon pots	25	EA	\$	17.50	\$	437.50
5-10	English Ivy, 3-gallon pots	25	EA	\$	17.50	\$	437.50
5-11	English Ivy, 4" (20 per flat)	25	EA	\$	17.00	\$	425.00
5-12	Eastern Red Cedar 30-gallon	100	EA	\$	175.00	\$	17,500.00
5-13	Eastern Red Cedar 45-gallon	100	EA	\$	325.00	\$	32,500.00
5-14	Frog Fruit, 1-gallon pots	100	EA	\$	4.50	\$	450.00
5-15	Frog Fruit, 4" (20 per flat)	200	EA	\$	30.00	\$	6,000.00
5-16	Gregg's Mistflower, 1-gallon pots	25	EA	\$	4.50	\$	112.50
5-17	Gregg's Mistflower, 3-gallon pots	25	EA	\$	10.50	\$	262.50
5-18	Horse Herb, 1-gallon pots	100	EA	\$	4.50	\$	450.00
5-19	Horse Herb, 4" (20 per flat)	25	EA	\$	30.00	\$	750.00
5-20	Mexican Petunia, 1-gallon pots	50	EA	\$	4.50	\$	225.00
5-21	Mexican Petunia, 4" (20 per flat)	60	EA	\$	30.00	\$	1,800.00
5-22	Periwinkle, 1-gallon pots	25	EA	\$	3.95	\$	98.75
5-23	Purple Winter Creeper, 1-gallon pots	100	EA	\$	3.50	\$	350.00
5-24	Vinca Minor, 1-gallon pots	100	EA	\$	3.75	\$	375.00
5-25	Vinca Minor, 4" (20 per flat)	40	EA	\$	17.00	\$	680.00
5-26	Virginia Creeper, 3-gallon pots	25	EA	\$	17.50	\$	437.50
CATEGORY 6 - SHRUBS							
6-1	Densiformis Yew, 5-gallon pots	100	EA	\$	27.50	\$	2,750.00
6-2	Fraser's Photinia, shrub, 15-gallon pots	50	EA	\$	60.00	\$	3,000.00
6-3	Holly Sky pencil, 5-gallon pots	100	EA	\$	27.50	\$	2,750.00
6-4	Holly Sky pencil, 10-gallon pots	100	EA	\$	65.00	\$	6,500.00
6-5	Holly Sky pencil, 15-gallon pots	100	EA	\$	89.00	\$	8,900.00
6-6	Japanese Yew, 5-gallon pots	100	EA	\$	27.50	\$	2,750.00
6-7	Juniper (Blue Arrow), 5-gallon pots	100	EA	\$	25.50	\$	2,550.00

BID TABULATION:
CONTAINER PLANT MATERIALS

6-8	Juniper (Blue Arrow), 10-gallon pots	100	EA	\$	65.00	\$	6,500.00
6-9	Juniper (Blue Arrow), 15-gallon pots	100	EA	\$	85.00	\$	8,500.00
6-10	Juniper (Hollywood), Thirty (30) gallon pots	10	EA	\$	165.00	\$	1,650.00
6-11	Juniper (Skyrocket), 5-gallon pots	100	EA	\$	27.50	\$	2,750.00
6-12	Juniper (Skyrocket), 10-gallon pots	100	EA	\$	85.00	\$	8,500.00
6-13	Juniper (Skyrocket), 15-gallon pots	100	EA	\$	125.00	\$	12,500.00
6-14	Juniper (Taylor), 5-gallon pots	100	EA	\$	35.00	\$	3,500.00
6-15	Juniper (Taylor), 10-gallon pots	100	EA	\$	125.00	\$	12,500.00
6-16	Juniper (Taylor), 15-gallon pots	100	EA	\$	145.00	\$	14,500.00
6-17	Little Gem Magnolia 30-gallon pots	100	EA	\$	175.00	\$	17,500.00
6-18	Little Gem Magnolia 45-gallon pots	100	EA	\$	300.00	\$	30,000.00
6-19	Nellie R. Stevens Holly, 5-gallon pots	100	EA	\$	12.50	\$	1,250.00
6-20	Nellie R. Stevens Holly, 10-gallon pots	100	EA	\$	55.00	\$	5,500.00
6-21	Nellie R. Stevens Holly, 30-gallon pots	100	EA	\$	175.00	\$	17,500.00
CATEGORY 7 - Ornamental Trees							
7-1	Crape Myrtle (Weeping, 5-gallon pots	50	EA	\$	17.50	\$	875.00
7-2	Crape Myrtle, Dynamite, Six (6) to Eight (8) Feet	10	EA	\$	47.50	\$	475.00
7-3	Crape Myrtle, Dynamite, Eight (8) to Ten (10) Feet	10	EA	\$	125.00	\$	1,250.00
7-4	Crape Myrtle, Dynamite, Ten (10) to Twelve (12) Feet	10	EA	\$	160.00	\$	1,600.00
7-5	Crape Myrtle, Dynamite, Thirty (30) gallon	10	EA	\$	155.00	\$	1,550.00
7-6	Crape Myrtle, Muskogee, Six (6) to Eight (8) Feet	10	EA	\$	47.50	\$	475.00
7-7	Crape Myrtle, Muskogee, Eight (8) to Ten (10) Feet	10	EA	\$	125.00	\$	1,250.00
7-8	Crape Myrtle, Muskogee, Ten (10) to Twelve (12) Feet	10	EA	\$	160.00	\$	1,600.00
7-9	Crape Myrtle, Muskogee, Thirty (30) gallon	10	EA	\$	155.00	\$	1,550.00
7-10	Crape Myrtle, Natchez, Six (6) to Eight (8) Feet	10	EA	\$	47.50	\$	475.00
7-11	Crape Myrtle, Natchez, Eight (8) to Ten (10) Feet	10	EA	\$	125.00	\$	1,250.00
7-12	Crape Myrtle, Natchez, Ten (10) to Twelve (12) Feet	10	EA	\$	160.00	\$	1,600.00
7-13	Crape Myrtle, Natchez, Thirty (30) gallon	10	EA	\$	155.00	\$	1,550.00
7-14	Crape Myrtle, Red Rocket, Six (6) to Eight (8) Feet	10	EA	\$	47.50	\$	475.00
7-15	Crape Myrtle, Red Rocket, Eight (8) to Ten (10) Feet	10	EA	\$	125.00	\$	1,250.00
7-16	Crape Myrtle, Red Rocket, Ten (10) to Twelve (12) Feet	10	EA	\$	160.00	\$	1,600.00
7-17	Crape Myrtle, Red Rocket, Thirty (30) gallon	10	EA	\$	155.00	\$	1,550.00
7-18	Crape Myrtle, Tuscarora, Six (6) to Eight (8) Feet	10	EA	\$	47.50	\$	475.00
7-19	Crape Myrtle, Tuscarora, Eight (8) to Ten (10) Feet	10	EA	\$	125.00	\$	1,250.00
7-20	Crape Myrtle, Tuscarora, Ten (10) to Twelve (12) Feet	10	EA	\$	160.00	\$	1,600.00
7-21	Crape Myrtle, Tuscarora, Thirty (30) gallon	10	EA	\$	155.00	\$	1,550.00
7-22	Crape Myrtle, Miscellaneous Varieties, Six (6) to Eight (8) Feet	50	EA	\$	47.50	\$	2,375.00
7-23	Crape Myrtle, Miscellaneous Varieties, Eight (8) to Ten (10) Feet	50	EA	\$	125.00	\$	6,250.00
7-24	Crape Myrtle, Miscellaneous Varieties, Ten (10) to Twelve (12) Feet	50	EA	\$	160.00	\$	8,000.00
7-25	Chitalpa, Thirty (30) gallon	5	EA	\$	185.00	\$	925.00
7-26	Maple (Bloodgood), One (1) inch caliper	10	EA	\$	200.00	\$	2,000.00

BID TABULATION:
CONTAINER PLANT MATERIALS

7-27	Maple (Bloodgood), Two (2) inch caliper	10	EA	\$ 250.00	\$ 2,500.00
7-28	Maple (Bloodgood), Ten (10) gallon	10	EA	\$ 185.00	\$ 1,850.00
7-29	Maple (Bloodgood), Thirty (30) gallon	5	EA	\$ 350.00	\$ 1,750.00
7-30	Maple (Bloodgood), Forty Five (45) gallon	5	EA	\$ 575.00	\$ 2,875.00
7-31	Maple (Coral Bark), One (1) inch caliper	5	EA	\$ 200.00	\$ 1,000.00
7-32	Maple (Coral Bark), Two (2) inch caliper	5	EA	\$ 250.00	\$ 1,250.00
7-33	Maple (Coral Bark), Ten (10) gallon	5	EA	\$ 185.00	\$ 925.00
7-34	Maple (Coral Bark), Thirty (30) gallon	5	EA	\$ 350.00	\$ 1,750.00
7-35	Maple (Coral Bark), Forty Five (45) gallon	5	EA	\$ 575.00	\$ 2,875.00
7-36	Mexican Plum, Two (2) inch caliper	10	EA	\$ 225.00	\$ 2,250.00
7-37	Mexican Plum, Three (3) inch caliper	10	EA	\$ 325.00	\$ 3,250.00
7-38	Rose of Sharon, Thirty (30) gallon	30	EA	\$ 185.00	\$ 5,550.00
7-39	Rough Leaf Dogwood, Five (5) gallon pots	50	EA	\$ 35.00	\$ 1,750.00
7-40	Rough Leaf Dogwood, Ten (10) gallon pots	50	EA	\$ 110.00	\$ 5,500.00
7-41	Savannah Holly, Three (3) inch caliper	50	EA	\$ 375.00	\$ 18,750.00
7-42	Texas Mountain Laurel, Thirty (30) gallon pots	50	EA	\$ 300.00	\$ 15,000.00
7-43	Vitex, Five (5) gallon pots	50	EA	\$ 27.50	\$ 1,375.00
7-44	Vitex, Ten (10) gallon pots	50	EA	\$ 85.00	\$ 4,250.00
8-1	Cedar Mulch, 3 cubic feet	600	BAG	\$ 3.75	\$ 2,250.00
8-2	Cypress Mulch, 3 cubic feet	600	BAG	\$ 3.75	\$ 2,250.00
8-3	Dyed Dark Brown Mulch, 3 cubic feet	600	BAG	\$ 4.50	\$ 2,700.00
8-4	Landscapers mix, 3 cubic feet	600	BAG	\$ 5.50	\$ 3,300.00
8-5	Peat Moss, Canadian Sphagnum, 3.8 cubic feet	600	BAG	\$ 34.00	\$ 20,400.00
8-6	% Markup For Items Not Listed within the contract	1	EA	\$ 20.00	\$ 20.00
8-7	Delivery Cost, If Any	1	EA	\$ 50.00	\$ 50.00
TOTAL					\$ 701,138.75

NOTE:

This contract will be awarded pursuant to unit prices which allows the City of Richardson to purchase the above listed services as the requirements and needs of the city arise on an annual basis. The city is not obligated to pay for a minimum or maximum of any of the above listed services. The city estimates expenditures to be approximately **\$100,000** annually through this contract and will adjust order quantities as needed to meet requirements and stay within budget.



RICHARDSON®
T E X A S

MEMO

DATE: October 14, 2024
TO: Anita Cothran – Director of Finance
FROM: Lisa TerMorshuizen – Purchasing Supervisor *LT*
SUBJECT: Award of Bid #13-25 the Cooperative Purchase of Tyler Payments Merchant Services System to Tyler Technologies in the amount of \$1,400,696 through Sourcewell Contract #090320-TTI

Proposed Date of Award: October 21, 2024

I concur with the recommendation of Casey Bennett – Finance Manager with concurrence from Dan Steege – Chief Information Officer and Anita Cothran – Director of Finance, and request permission to issue a contract for Tyler Payments Merchant Services System to Tyler Technologies in the amount of \$1,400,696, as provided in the attached quote.

The above referenced software has been competitively bid through Sourcewell Contract #090320-TTI. The City of Richardson is a member of Sourcewell through its existing Joint Exercise of Powers Agreement for cooperative purchasing pursuant to Texas Government Code Section 791.025 and Texas Local Government Code Section 271.1 02. This agreement remains in *effect* unless either party gives prior notice of termination.

Funding is provided from the General Fund, Hotel/Motel Fund, Golf Course Fund, Water/Sewer Fund, and Solid Waste Fund.

Concur:

Anita Cothran
Anita Cothran

ATTACHMENTS



RICHARDSON[®]
T E X A S

MEMO

Date: October 11, 2024
To: Ally Dobbins, Purchasing Manager
From: Casey Bennett, Finance Manager *CB*
CC: Dan Steege, Chief Information Officer
Anita Cothran, Director of Finance
Subject: Tyler Payments Merchant Services System

The Information Technology and Finance Departments recommend entering a contract with Tyler Technologies for the use of **Tyler Payments Merchant Services System** in conjunction with the Tyler Technologies Enterprise Resource Planning (ERP) system that was previously authorized by City Council. We evaluated **two solutions which integrate with our existing software**, and it was determined that Tyler Payments would be the best and lowest cost option.

Tyler Payments provides merchant services for credit card purchases, along with a combination of hardware and software that will allow for additional payment methods that are not currently available with our existing merchant services agreements, such as Apple Pay, Google Pay, PayPal, and Venmo. Our existing credit card merchant vendors will continue including Visa/MasterCard, American Express and Discover. The Tyler Payments System agreement will allow for payments to be made in-person and virtually, as well as allow for residents/patrons of the city to pay over the phone via interactive voice response (IVR). These services will be installed and delivered in a phased approach across city departments based on the complexity of the back-end integrations with existing technology and business processes. This platform will be a vital component to our Tyler Technologies implementation moving forward. Additionally, it will greatly improve our reconciliation process between the city's bank and general ledger.

On an annualized basis, staff estimates a **\$76,839 increase** in total credit card costs (a 5.6% increase) distributed across the General Fund, Hotel/Motel Fund, Golf Course Fund, Water/Sewer Fund, and Solid Waste Fund. Funding for this request is already included in the recently adopted FY2024-2025 Budget. Those funds are as follows:

Fund	FY2025 Adopted Budget
General Fund	\$261,432
Golf Course Fund	76,665
Hotel/Motel Fund	138,540
Solid Waste Fund	178,225
Water & Sewer Fund	745,834
Grand Total	\$1,400,696



RICHARDSON®

TEXAS

MEMO

It is recommended that the City Council authorize city staff to execute an agreement with Tyler Technologies for the use of the Tyler Payments System as an **essential step toward enhancing the existing Tyler ERP system to its fullest capacity.** This purchase agreement would be included under Tyler Technologies' existing cooperative purchasing contract through the Sourcewell cooperative via contract #090320-TTI.



Quoted By: Jeff Keller
 Quote Expiration: 11/26/24
 Quote Name: City of Richardson - ERP - Tyler Payments
 Quote Description: Payments

Sales Quotation For:

Shipping Address:

City of Richardson
 411 W Arapaho Rd
 Richardson TX 75080-4543

Payments

	Use Case	List Price	Service %	Min	Basis Points	Rate	Cap	POS	Online	IVR
Payments - Client Card Cost - Interchange Plus										
Enterprise ERP										
Enterprise ERP Payments	General Billing				0.30%	\$ 0.30		X	X	X
Enterprise ERP Payments	Utility Billing				0.30%	\$ 0.30		X	X	X
Payments - Other Fees										
Enterprise ERP										
Client eCheck Cost		\$ 1.95								
eCheck Rejects		\$ 5.00								
Credit Card Chargebacks		\$ 15.00								

Client Card Cost - Interchange Plus Per card transaction with Visa, MasterCard, Discover, and American Express for all transactions on top of industry-driven rates for bank fees, card brand fees, interchange fees, dues, assessments, and other processing

fees.

Enterprise ERP Payments IVR Cost - Additional \$0.50 per transaction on top of Card and eCheck fee.

Client eCheck Cost Per electronic check transaction.

eCheck Rejects When an eCheck transaction comes back as declined (e.g bounced check)

Credit Card Chargebacks If a card payer disputes a transaction at the card issuing bank (e.g. stolen card)

3rd Party Hardware, Software and Services

Description	Qty	Unit Price	Unit Discount	Total Price	Unit Maint/SaaS	Unit Maint/SaaS Discount	Total Maint/SaaS
Payments Lane 7000 Terminal Purchase	1	\$ 529.00	\$ 0.00	\$ 529.00	\$ 0.00	\$ 0.00	\$ 0.00
Payments PCI Service Fee (Per Device)	1	\$ 0.00	\$ 0.00	\$ 0.00	\$ 180.00	\$ 0.00	\$ 180.00
TOTAL				\$ 529.00			\$ 180.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 0.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 529.00	\$ 180.00
Summary Total	\$ 529.00	\$ 180.00
Contract Total	\$ 709.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual

service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Fees for year one of hardware maintenance are invoiced upon delivery of the hardware, with subsequent years' fees billed annually, in advance.

Your use of Payments and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/terms/payment-card-processing-agreement>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms. Please see attached Payments fee schedule.

SOURCEWELL. Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) (“Sourcewell”) under member number 41986. Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the “Sourcewell Contract”). Documentation of the Sourcewell competitive bid process, as well as Tyler’s contract with and pricing information for Sourcewell is available at <https://sourcewell-mn.gov/cooperative-purchasing/>. Client desires to purchase off the Sourcewell Contract to procure Tyler Payments software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth in the Agreement.



RICHARDSON®
T E X A S

MEMO

DATE: October 14, 2024
TO: Anita Cothran – Director of Finance
FROM: Lisa TerMorshuizen – Purchasing Supervisor *LT*
SUBJECT: Award of Bid #14-25 for the Cooperative Purchase of One (1) Mobile Intensive Care Unit ("MICU") for the Fire Department to Sterling McCall Ford in the amount of \$373,684.28 through the Houston-Galveston Area Council of Governments ("HGAC") Contract #AM10-23


Proposed Date of Award: October 21, 2024

I concur with the recommendations of Wayne Corum – Director of Facilities and Fleet Services and Curtis Poovey - Fire Chief, and request permission to issue a purchase order for one (1) Mobile Intensive Care Unit ("MICU") for the Fire Department to Sterling McCall Ford in the amount of \$373,684.28, as provided in the attached quote.

The above referenced equipment has been competitively bid through HGAC Contract #AM10-23. As specified in the contract, the chassis and invoicing for the complete unit is provided by Sterling McCall Ford and the MICU conversions are completed through Frazer. The City of Richardson participates in the HGAC program through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Section 791.025 and Texas Local Government Code Section 271.102.

Funding is from 2025 CO Fund

Concur:


Anita Cothran

ATTACHMENTS



TO: Ally Dobbins, Purchasing Manager

THROUGH: Kent Pfeil, Chief Financial Officer *KP*
Curtis Poovey, Fire Chief

FROM: Wayne Corum, Director of Facilities and Fleet Services *WC*

SUBJECT: Capital Replacement Vehicle for Fire Department, Via HGAC Contract AM10-23

DATE: 10/11/2024

ACTION REQUESTED:

Council to consider award of HGAC Contract AM10-23 for the purchase of a Mobile I.C.U Type I Ambulance to Sterling McCall Ford in the amount of \$373,684.28.

BACKGROUND INFORMATION:

The existing HGAC Contract AM10-20 for Ambulances will be utilized to purchase a Frazer Built Mobile I.C.U Type I Ambulance. The new Ambulance will replace an existing Ambulance for the Richardson Fire Department. Funding has been approved and established in the capital replacement fund.

FD2502	Mobile I.C.U Type I Ambulance	<u>\$373,648.28</u>
		\$373,648.28

FUNDING:

Funding is from 250 2025 CO Fund

CC: Kelly Brown, Assistant Director Fleet
Robert Younger, Assistant Fire Chief
Randy Armstrong, Battalion Chief



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

AM10-23

Date Prepared:

10/10/2024

Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract. As needed, delivery updates will be provided as soon as possible.

Buying Agency:	Richardson Fire Department	Contractor:	Sterling McCall Ford	3463	HGAC
Contact Person:	Buddy Hughes	Prepared By:	Pablo Cantu		
Phone:		Phone:	(281) 588-5007		
Fax:		Fax:	(281) 588-5150		
Email:	Buddy.Hughes@cor.gov	Email:	pcantu@sterlingmccallford.com		

Product Description	Type I - 14'Ford F-450 Diesel 4x2 Reg Cab-108"CA w/ Steel wheels
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: AM10-23 \$233,500.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary.
(Note: Published Options are "manufacturer standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
Heat Shielding	\$2,225.00	6pt Harness (each) (includes structure)	\$775.00
Paint One Color	\$7,300.00	6pt Harness (each) (includes structure)	\$775.00
LiquidSpring	\$17,050.00	6pt Harness (each) (includes structure)	\$775.00
Onspot Tire Chains	\$4,950.00	Acrylic Holder and Sharps at Squad Bench	\$1,200.00
MEPS	\$20,775.00	Double Squad Bench Cabinet	\$950.00
Graphics Package Standard	\$6,200.00	Stryker Floor Track	\$3,675.00
Dual 10" & 12" Air Horns	\$1,600.00	Tremco Anti-Theft System	\$725.00
Deezee Running Boards	\$1,500.00	Rear Wall Headknocker with Emergency Time Manage Clock	\$700.00
Blackout	\$2,100.00	Chassis Window Tint	\$425.00
GTT Opticom on Front Wall	\$2,725.00	Hidden Switch	\$350.00
Current Whelen Automotive Distributor Catalog List Price	\$9,775.00	Conspicuity Strips - Matching the Rear Wall Entry Doror	\$500.00
Kussmual 30/20 Shorepower	\$850.00	O2 Compartment Style: Laydown O2 with Divider and Adjustable	\$325.00
Standard Compressor	\$950.00	Rear back board w/ shelf	\$350.00
After-market Vinyl Seats in Truck Cab	\$1,225.00	Passenger Scene on with Door	\$475.00
Engle 15 gt. Refrigerator	\$1,350.00	Armrest	\$350.00
Customer Provided Medvault	\$700.00		
		Subtotal B:	\$93,625.00

C. Customization Category Totals - Itemize below / Attach additional sheet(s) if necessary.
(Note: Customization options are "manufacturer non-standard options" which were submitted and priced in Contractor's proposal.)

Description	Cost	Description	Cost
Chassis Exterior Customer Requested Unpublished Custom Options	\$6,225.00	Module Interior Customer Requested Unpublished Custom Options	\$19,375.00
Module Exterior Customer Requested Unpublished Custom Options	\$20,959.28		
		Subtotal C:	\$46,559.28

Check: Total cost of Customization Categories (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 14.23%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	\$373,684.28	=	Subtotal D:	\$373,684.28
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E. H-GAC Order Processing Charge (Amount Per Current Policy) **Subtotal E:**

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
		Subtotal F:	\$0.00

Delivery Date: **G. Total Purchase Price (D+E+F):** \$373,684.28

Customer Quote



10/9/2024 11:22:26 AM

Estimate No: Q3463-0001
Quote Date: 9/9/2024
Expiration Date: 10/24/2024
Salesperson: LL
Payment Terms: Due on Delivery

Invoice To: 10220
 Buddy Hughes
 Richardson Fire Department
 City Of Richardson
 P.O. Box 830309
 Richardson TX 75083
 US

Deliver To:
 Buddy Hughes
 Buddy Hughes
 Richardson Fire Department
 300 N. Greenville Ave.
 Richardson TX 75081
 US
 Phone:(972) 744-5704

Order Instructions:

PAYMENT TERMS: A progress payment for the chassis portion will be invoiced and is due within 30 days of the chassis arriving at the dealership. The remaining balance will be invoiced 30 days prior to completion and is to be settled at the time of inspection and acceptance of the fully completed unit.

2-22-24 Added O2 outlets per service quote
 Added UNOC 2598 glove box holders on rear doors per request from meeting

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE Type I 14' Module	1.00	EA	\$	281,475.00	\$	281,475.00
2	CHASSIS 2024 Ford F450 Diesel 4x2	1.00	EA	\$	84,000.00	\$	84,000.00
3	DELIVERY Deliver to Richardson Fire Department	264.00	M	\$	4.25	\$	1,122.00
4	11717 Fire Extinguisher-5 lb, ABC, w/Bracket	1.00	EA	\$	95.82	\$	95.82
5	50009 Coat Hook-double,Mounting on Plate	8.00	EA	\$	17.77	\$	142.16
6	HGAC-NEW HGAC Fee for a New Unit	1.00	EA	\$	1,000.00	\$	1,000.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote



10/9/2024 11:22:26 AM

Estimate No: Q3463-0001
Quote Date: 9/9/2024
Expiration Date: 10/24/2024
Salesperson: LL
Payment Terms: Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
7	SpecDoc Configurable item to create the SpecDoc	1.00	EA	\$	0.00	\$	0.00
8	21956 Outlet-O2, Tube Flowmeter/DISS Fitting	3.00	EA	\$	283.10	\$	849.30
9	CONTINGENCY Customer Contingency Fund	1.00	EA	\$	5,000.00	\$	5,000.00

Remit To:

Frazer, Ltd.
 7219 Rampart Street
 Houston TX 77081

Sale Amount: 373,684.28
Order Disc(0.0000%): 0.00
Surcharge: N/A
Sales Tax: 0.00
Misc Charges: 0.00
Total Amount: 373,684.28

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :



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For your convenience, all pricing has been itemized below per quote Q3463-0001 for Richardson Fire Department

Base Module	\$ 154,450.00
Chassis Exterior	\$ 44,200.00
Module Exterior	\$ 59,400.00
Chassis Interior	\$ 4,150.00
Module Interior	\$ 19,275.00
Total	\$ 281,475.00

Items included in above totals:

- 1. Type I 14' Module \$ incl
- 2. This is a CAAS GVS v3.0 Unit \$ incl

Chassis Exterior:

- 3. Heat Shielding for Diesel Chassis \$ 2,225.00
- 4. Chassis Paint Layout: Paint All One Color - FLNA3225 Red \$ 7,300.00
- 5. Chassis : 2024 Ford F-450, Diesel, 4x2, Regular Cab, 108" Cab to Axle, PQ - Race Red \$ incl
- 6. Suspension: LiquidSpring \$ 17,050.00
- 7. Tire Chains \$ 4,950.00
- 8. Camera System: Ford OEM Back-up Camera System \$ 775.00
- 9. Wheel type: Stainless steel covers \$ incl
- 10. Road Force Elite tire and wheel balancing \$ incl
- 11. Chassis Steps: Luverne Running Boards \$ 1,500.00
- 12. Grille Guard: Full Replacement Bumper \$ 1,925.00
- 13. 10" and 12" Air Horns \$ 1,600.00
- 14. Compressor Type: Standard \$ 950.00
- 15. Air Horn Switching Options: Foot Switch \$ 350.00
- 16. Window Tint (35% VLT) on Chassis Doors \$ 425.00
- 17. Passenger's side Grille Light: Whelen M6 Red/Blue Light \$ 175.00
- 18. Driver's side Grille Light: Whelen M6 Blue/Red Light \$ 175.00
- 19. Passenger's side Intersect Light: Whelen M6 Red/Blue Light \$ 175.00
- 20. Driver's side Intersect Light: Whelen M6 Blue/Red Light \$ 175.00
- 21. Driver Fender Light: Whelen M4 Red Light \$ 425.00
- 22. Passenger Fender Light: Whelen M4 Red Light \$ 425.00
- 23. UNOC #695 - Furnish and install skid plate on the chassis below the air horns \$ 425.00



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24. UNOC #682 - Furnish and install Federal Signal EQ2B siren w/ control head and amplifier installed in electrical compartment; (2) additional Whelen 315P speakers; CYCLE/BRAKE switch on the console switch panel at position #4	\$ 3,175.00
25. Note Customer prefers Steel Wheels with SS covers like their other units.	\$ incl
Chassis Exterior Subtotal	\$ 44,200.00

Module Exterior:

26. Power Source: MEPS	\$ 20,775.00
27. Module Paint Layout: Non-White One Tone - FLNA3225 Red	\$ 3,675.00
28. Roof Color: Same as module	\$ incl
29. Blackout cladding: All diamond plating (treadbrite) powdercoated black and rear bumper coated with black bedliner	\$ 2,100.00
30. No Design Package	\$ incl
31. Frazer Provided Tier 2 - Standard Graphics	\$ 6,200.00
32. Solid Color Conspicuity Squares on Entry Doors	\$ 500.00
33. Solid Color Conspicuity Strips on Compartment Doors	\$ 275.00
34. Body Drop on the Passenger's Side Forward of Rear Wheels	\$ incl
35. Hidden Switch Behind the Driver's Side Front Corner Stone Guard	\$ 350.00
36. GTT Opticom (Infrared)	\$ 2,725.00
37. Opticom Switching: On/Off Switch and Cut-off with park	\$ incl
38. Whelen TAM85 Traffic Advisor	\$ 2,075.00
39. Shore Power: Dual 20/30 Amp Kussmaul Auto Eject w/ Red covers on Driver's Side Wall	\$ 850.00
40. Pigtail/Plug Option: Plug	\$ incl
41. Coax 1: Run coax from location 1 to Chassis	\$ incl
42. Coax 2: Run coax from location 2 to Chassis	\$ incl
43. Coax 3: Run coax from location 3 to Electrical Compartment	\$ incl
44. Coax 4: Run coax from location 4 to Electrical Compartment	\$ incl
45. UNOC #297 - Install customer provided radio equipment:	\$ 700.00
- Motorola O5 800MHz radio base in the electrical compartment; wired battery hot	
- Antenna on module roof	
- Radio head in console slot #2	
- *MIC ON PASSENGER SIDE SLOT 2	
- Speaker on floor in front of console	
-Install CP Multiplexer in Electrical Compartment	
-Model numbers TBD	
8TWO ANTENNAS for this (1) VHF and (1) 800	



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46. UNOC #689 - Furnish and install magnetic mic clip for radio mic and ship one loose for siren	\$	100.00
47. UNOC Install customer provided GPS antenna run coax to (TBD location)	\$	250.00
48. Front Scene: Rigid 50" Spot/Flood Brow Light - Black	\$	4,050.00
49. Front Wall Light Layout: Lower 5 Lights	\$	incl
50. Front Wall Light #1: Whelen M6 Red Light	\$	incl
51. Front Wall Light #2: Whelen M6 Blue Light	\$	incl
52. Front Wall Light #3: Whelen M6 Clear Light	\$	incl
53. Front Wall Light #4: Whelen M6 Blue Light	\$	incl
54. Front Wall Light #5: Whelen M6 Red Light	\$	incl
55. Front Wall Driver Side Box Light: Whelen M9 Red Light	\$	200.00
56. Front Wall Passenger Box Light: Whelen M9 Red Light	\$	200.00
57. Note: For Rigid 50" brow light, the On/Off switch at console switch position #7	\$	incl
*USE fabricated air dam under light to prevent whistling.		
58. Driver Wall Front Box Light: Whelen M9 Red Light	\$	200.00
59. Driver Wall Rear Box Light: Whelen M9 Red Light	\$	200.00
60. Driver Wheel Well Light: Whelen M6 Blue Light	\$	incl
61. Side Scene Lights: Whelen Pioneer Plus Dual Panel LED (Recessed)	\$	4,125.00
62. O2 Compartment Style: Laydown O2 with Divider and Adjustable Shelf	\$	325.00
63. O2 Rollers for an H Cylinder	\$	incl
64. O2 Cylinder Changing Wrench	\$	150.00
65. Intermediate Compartment Style: Intermediate Storage with Flatbars for SCBA Brackets	\$	350.00
66. Electrical Compartment Style: Taller Electrical Compartment	\$	incl
67. Dometic Self-Contained A/C with Exhaust Fan	\$	incl
68. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	\$	350.00
69. UNOC #696 - Route the O2 hose in the O2 compartment around the divider	\$	incl
70. UNOC #1645 - Install (1) customer provided SCBA bracket in D/S rear storage compartment on front wall angle	\$	125.00
71. UNOC ???? (REF UNOC #1645) - Install (1) customer provided SCBA bracket in intermediate compartment on front wall angle	\$	125.00
72. UNOC ???? - Install (3) hooks in intermediate compartment and (3) hooks in D/S rear storage:	\$	300.00



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Location 1- Back wall corner/angle, as high as possible
 Location 2- Rear wall
 Location 3- Back wall centered
 (Ref. pictures in build folder)

73. UNOC ???? (REF UNOC #2940) - Install (2) customer provided Survivor flashlights and chargers on brackets in D/S rear compartment and intermediate compartment toward top of front wall, toward door. (One flashlight in each compartment)	\$	900.00
74. UNOC ???? - Add install CP Nederman exhaust RF transmitters in electrical compartment wired hot and CP Nederman magnet underneath on the outside of the electrical compartment. (Ref. pictures in build folder)	\$	350.00
75. Module Window Option: Sliding Window	\$	incl
76. Window Tint (5% VLT) on Rear and Side Entry Doors	\$	425.00
77. Upper Rear Wall Light Layout: 3 Across	\$	incl
78. Upper Light #1: Whelen M6 Load Light	\$	incl
79. Upper Light #2: Whelen M6 Amber Light	\$	incl
80. Upper Light #3: Whelen M6 Load Light	\$	incl
81. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
82. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	\$	incl
83. Lower Light #3: Whelen M6 Blue Light	\$	incl
84. Lower Light #4: Whelen M6 Blue Light	\$	incl
85. Rear Wall Driver Box Light: Whelen M9 Red Light	\$	200.00
86. Rear Wall Passenger Box Light: Whelen M9 Red Light	\$	200.00
87. Rear Backboard Options: 5" Compartment Shelf	\$	350.00
88. Lower BTTs: 2 Grote Lights on each side	\$	incl
89. Rear Bumper	\$	incl
90. Door Grabbers	\$	incl
91. License Plate Light	\$	incl
92. Passenger Wall Front Box Light: Whelen M9 Red Light	\$	200.00
93. Passenger Wall Rear Box Light: Whelen M9 Red Light	\$	200.00
94. Passenger Wheel Well Light: Whelen M6 Blue Light	\$	incl
95. Passenger Scene Light Activated with Side Entry Door	\$	475.00
96. Front Backboard Style: Double adjustable shelving	\$	200.00
97. Interior Step Option: Double Step Well	\$	incl
98. Passenger Rear Compartment Style: Passenger Side Storage Compartment	\$	incl



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99. Door Locks on Entry Doors and Compartments	\$ 4,625.00
Module Exterior Subtotal	\$ 59,400.00

Chassis Interior:

100. Siren Speakers: Whelen SA 315 Speakers	\$ incl
101. Tap-2 on Primary Siren	\$ incl
102. Siren Option: Whelen C9 Siren in Console	\$ incl
103. Mic 1 shipped loose	\$ incl
104. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	\$ incl
105. Slot 1: Extended MDT plate - no swivel, no fuel gauge	\$ 150.00
106. Slot 2: Radio Plate: 7 L X 2 W opening dims Item ID 22667	\$ incl
107. Slot 3: Single Slot Switch Panel	\$ incl
108. Slot 4: Siren 1	\$ incl
109. Slot 5: Traffic Advisor Head	\$ incl
110. Slot 6: Single Blank	\$ incl
111. Kussmaul USB/USB-C Device at Console	\$ 350.00
112. Console Switch Layout : Primary - Secondary - Opticom - Front Scene - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Kussmaul USB/USB-C -	\$ incl
113. New Armrest	\$ 350.00
114. Console Layout: 6-Slot Console	\$ incl
115. Rear of Console: Single Mapholder	\$ 350.00
116. Chassis Rear Wall: 3 High Glove Box Holder	\$ 350.00
117. Tremco Anti-Theft System	\$ 725.00
118. Aftermarket Vinyl Seats	\$ 1,225.00
119. UNOC #691 - Install customer provided docking station and swivel base on the rear and toward the P/S of the console MDT plate; Lind power supply for the docking station inside the console; wire battery hot	\$ 350.00

GPS ANTENNA WILL CONNECT TO THIS DOCKING STATION

*LOCATION TO BE IN bottom right corner of MDT plate

120. UNOC #1142 - Custom console switch layout: Primary - Secondary - Opticom-EQ2B- Side Scene (D/S) - Side Scene (P/S) - Front Scene - Rear Load - Interior Lights	\$ incl
121. UNOC DO NOT SHIP LOOSE 90s SPOTLIGHT	\$ -225.00
122. UNOC ???? (REF UNOC 446)- Install customer provided Knox <KeySecure or	\$ 525.00



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KeyDefender> on floor in front of console, front facing D/S

Chassis Interior Subtotal \$ 4,150.00

Module Interior:

123. Protek Cushions	\$	incl
124. Desert Rose Red Interior	\$	incl
125. Stainless Steel Countertops	\$	incl
126. Yellow Grab Rails	\$	350.00
127. Front I/O with Lexan Doors	\$	incl
128. Additional Shelf in the Front I/O	\$	150.00
129. Quad Outlet in the Cabinet Above the Front I/O	\$	incl
130. Map Holder on Side of Front I/O	\$	275.00
131. 15 Qt. Engel Fridge	\$	1,350.00
132. Quad Outlet on the Front Wall	\$	incl
133. Quad Outlet in the Front Corner Area	\$	275.00
134. Netting at the Front Corner Area	\$	incl
135. Customer Provided Medvault	\$	700.00
136. UNOC #598 - Furnish and install (2) SAE compliant Zico QR-D-2 "D" cylinder holders against D/S cladding, below the action wall Reference E-3517	\$	700.00
137. UNOC # 2073 Furnish and install extra cabinet with (2) adjustable shelves on the passenger's side of the pass through window, from the bottom of the front wall	\$	1,150.00
138. UNOC 902 Furnish and install (1) power strip in front I/O cabinet on the front wall, near the ceiling of the cabinet; hardwired into the outlet above the front I/O	\$	300.00
139. Location 1: 8 Switch panel	\$	incl
140. Location 2: Single O2 Outlet	\$	incl
141. Location 3: Dual USB receptacles	\$	350.00
142. Location 4: Blank	\$	incl
143. Location 6: Thermostat	\$	incl
144. Location 7: Blank	\$	incl
145. Location 8: Quad 120 VAC	\$	incl
146. Location 9: Suction	\$	incl
147. Door Lock Switch at Action Wall	\$	200.00
148. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Unlock/Lock; Module Heater - Hi/Off/Low; Blank; Blank; Blank;	\$	incl
149. Sharps Container at Action Wall	\$	incl



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150. New Action Wall Acrylic Holder	\$	incl
151. New 6pt Harness at the CPR Seat	\$	775.00
152. Acrylic Holder Aft CPR Seat	\$	incl
153. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	\$	incl
154. UNOC #2829 Relocate single O2 outlet at action wall to location #1 and 4-switch plate with thermostat to location #2	\$	incl
155. UNOC 2598 - Furnish and install (2) <size> glove box holders on rear entry doors, one on each door, partially recessed (see The Colony E-3792)	\$	750.00
156. Two Seating Positions at the Squad Bench - 1 and 3	\$	incl
157. Harness Type for Seat Position 1: New 6pt Harness	\$	775.00
158. Harness Type for Seat Position 3: New 6pt Harness	\$	775.00
159. Acrylic Holder and Sharps at Squad Bench	\$	1,200.00
160. Double Squad Bench Cabinet	\$	950.00
161. New Glove Box & Handrail at the Head of the Squad Bench	\$	500.00
162. Trashcan With Lid at the Head of the Squad Bench	\$	incl
163. O2 Outlet at the Squad Bench Wall	\$	incl
164. Single O2 Outlet in Ceiling Raceway	\$	500.00
165. IV Hanger on Ceiling Raceway	\$	incl
166. Driver and Passenger Side Yellow Powdercoated Ceiling Grab Rails for 14' Unit	\$	725.00
167. IV Hanger on Squad Bench Ceiling	\$	incl
168. Rear Headknocker Options: With Clock only	\$	700.00
169. Stryker cot tower only (no antler and bar)	\$	incl
170. Stryker Floor Track Only (for Power-LOAD) - Gen 2	\$	3,675.00
171. Loncoin II Onyx Floor	\$	incl
172. Laydown O2 Cabinet	\$	incl
173. Captain's Chair Type: Captain's Chair with Child Safety Seat and 4pt. Harness	\$	1,050.00
174. Module Heater : New	\$	incl
175. UNOC As part of Stryker floor track install, run wiring up through the floor so that the customer only has to move the black trolley portion from an older unit over to this one.	\$	incl
176. Customer Provided Items Processing Fee	\$	1,100.00
Module Interior Subtotal	\$	19,275.00



Defining the future of Mobile Healthcare.™

Last edited by trussell on October 09 2024

Email this quote along with your PO
to Lauren Lambert at llambert@frazerbilt.com

Remit To:

Per TMVCC, we are quoting this through our
licensed franchise dealer, Sterling McCall Ford.

Sterling McCall Ford
6445 Southwest Freeway
Houston, TX 77074

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be submitted in writing to sales@frazerbilt.com at least 120 days before the projected production start date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

CHASSIS PAYMENT CONSIDERATION: Please note that payment for the chassis may have been issued prior to the 120-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.



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DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston, TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer,



RICHARDSON®
T E X A S

MEMO

DATE: October 14, 2024
TO: Anita Cothran – Director of Finance
FROM: Lisa TerMorshuizen – Purchasing Supervisor *LT*
SUBJECT: Award of Bid #15-25 for the Cooperative Purchase of Two (2) Case Backhoe Loaders to Associated Supply Company in the amount of \$337,900 through The Local Government Purchasing Cooperative (“BuyBoard”) Contract #685-22

Proposed Date of Award: October 21, 2024

I concur with the recommendations of Wayne Corum – Director of Facilities and Fleet Services, and request permission to issue a purchase order for Two (2) Case Backhoe Loaders to Associated Supply Company in the amount of \$337,900, as provided in the attached quote.

The above referenced service has been competitively bid through BuyBoard Contract #685-22. The City of Richardson is a member of BuyBoard through its existing interlocal agreement for cooperative purchasing pursuant to Texas Government Code Section 791.025 and Texas Local Government Code Section 271.102.

Funding is from Capital Replacement Fund.

Concur:

Anita Cothran

Anita Cothran

ATTACHMENTS



TO: Ally Dobbins, Purchasing Manager

THROUGH: Kent Pfeil, Chief Financial Officer *KP*

FROM: ^{*WC*} Wayne Corum, Director of Facilities and Fleet Services

SUBJECT: Capital Replacement Vehicle for Fleet, Via Buyboard Contract #685-22

DATE: 10/11/2024

ACTION REQUESTED:

Council to consider award of Buyboard Contract 685-22 for the purchase of two Case 590SN 4WD Backhoes to Associated Supply Company in the amount of \$337,900.

BACKGROUND INFORMATION:

The existing Buyboard Contract 685-22 for Heavy Equipment Loader Backhoes will be utilized to purchase the replacement Case 590SN 4WD Backhoes. The new Backhoes will replace two existing Back Hoes for the Richardson Fleet. Funding has been approved and established in the capital replacement fund.

FL2502	Case 590SN Loader Backhoe	\$163,950.00
FL2503	Case 590SN Loader Backhoe	<u>\$173,950.00</u>
		\$337,900.00

FUNDING:

Funding is from 2450 Capital Replacement Fund

CC: Kelly Brown, Assistant Director Fleet

ASSOCIATED SUPPLY COMPANY, INC.

Replacing Unit #71357

Associated Supply Company, Inc.
 2019 Airport Fwy Euless, TX. 76040
 Phone: 817-283-2844
 Fax: 817-283-7836

Prepared By: Sharon Huffman
 Mobile: 817-313-8129
 Email: shuffman@ascoeq.com

Date Prepared: 7/29/2024

Government Agency: City of Richardson

Ship To: City of Richardson
 1260 Columbia Drive
 Richardson, TX 75083

Bill To: City of Richardson
 1260 Columbia Drive
 Richardson, TX 75083

Contact Name: Casey Hatten
 Email: casey.hatten@cor.gov

Phone: 972-744-4422
 Fax: _____

Product Description: CASE 590SN 4WD

BuyBoard Contract: 685-22

I. Price List Dated: 4/1/2022

Base Price: \$197,177.00

II: Base Bid Options (Itemized Below)

Powershift H-Type Transmission	Standard	Premium Air Susp Heated	\$ 953.00
Front Wheels - 14x17.5, 10PR	Standard	Standard Lights	Standard
Rear Wheels - 21Lx24 12PR	Standard	Cold Start Dual Battery	Standard
1-WAY OR 2WAY AUX Package	\$7,222.00		
Coupler, Hyd. pin and release	Included		
Heavy Front CWT, Extnhoe	Included		
Pilot Controls w/Power Lift	\$2,676.00		
CASE GOVT DISCOUNT	\$ (6,000.00)		
Flip Over/Stabilizer Pads	\$ 917.00		
Ride Control, Comfort Steer, 3 Spool, Hyd Coupler	\$ 7,909.00		
Cab, LH Door w/Heater/AC	\$10,196.00		
93" 4x1 Bucket w/cutting edge	\$11,718.00		
SUB-TOTAL:	\$ 34,638.00	SUB-TOTAL:	\$ 953.00

Options List Price Total: \$ 35,591.00

III. SUB-TOTAL OF I & II

\$ 232,768.00

IV. BuyBoard Discount: 25.00% \$58,192.00

BUYBOARD CONTRACT PRICE: \$ 174,576.00

V: NON-BASE OPTIONS

Non-Base Options (%) = _____

4YR/2000HR Premier Warranty \$1,500.00
 Flat Faced Quick Connect Couplers - Aux Hyd \$700.00

24" Bucket \$ 3,000.00
 Mechanical Thumb (installed) \$ 4,800.00
 CASE Hydraulic Breaker \$ 17,000.00

SUB-TOTAL: \$ 2,200.00

SUB-TOTAL: \$ 24,800.00

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL 1 & COL 2)

\$ 27,000.00

VII: TOTAL IV + VI

\$ 201,576.00

VIII: QUANTITY ORDERED UNITS:

1

\$ 201,576.00

IX: TRADE-IN OR OTHER CREDIT(S):

\$ 37,626.00

2024 Discount + Trade \$ 37,626.00

CASE 590SM SN: N5C394910 (\$8,500.00)

CASE 621B SN: JEE05515 (\$10,000.00)

TOTAL: \$ 163,950.00

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454

ASSOCIATED SUPPLY COMPANY, INC.

Replacing Unit #71358

Associated Supply Company, Inc.
2019 Airport Fwy Euless, TX. 76040
Phone: 817-283-2844
Fax: 817-283-7836

Prepared By: Sharon Huffman
Mobile: 817-313-8129
Email: shuffman@ascoeq.com

Date Prepared: 7/29/2024

Government Agency: City of Richardson

Ship To: City of Richardson
1260 Columbia Drive
Richardson, TX 75083

Bill To: City of Richardson
1260 Columbia Drive
Richardson, TX 75083

Contact Name: Casey Hatten
Email: casey.hatten@cor.gov

Phone: 972-744-4422
Fax:

Product Description: CASE 590SN 4WD

BuyBoard Contract: 685-22

I. Price List Dated: 4/1/2022

Base Price: \$197,177.00

II: Base Bid Options (Itemized Below)

Table with 2 columns: Description, Price. Includes items like Powershift H-Type Transmission, Front Wheels, Rear Wheels, etc.

Table with 2 columns: Description, Price. Includes items like Premium Air Susp Heated, Standard Lights, Cold Start Dual Battery, etc.

SUB-TOTAL: \$ 34,638.00

SUB-TOTAL: \$ 953.00

Options List Price Total: \$ 35,591.00

III. SUB-TOTAL OF I & II

\$ 232,768.00

IV. BuyBoard Discount: 25.00% \$58,192.00

BUYBOARD CONTRACT PRICE: \$ 174,576.00

V: NON-BASE OPTIONS

Non-Base Options (%) =

Table with 2 columns: Description, Price. Includes 4YR/2000HR Premier Warranty, Flat Faced Quick Connect Couplers.

Table with 2 columns: Description, Price. Includes 24" Bucket, Mechanical Thumb, Hydraulic Breaker.

SUB-TOTAL: \$ 2,200.00

SUB-TOTAL: \$ 24,800.00

VI: UNPUBLISHED OPTIONS ADDED TO CONTRACT PRICE (SUBTOTAL OF COL1 & COL 2)

\$ 27,000.00

VII: TOTAL IV + VI

\$ 201,576.00

VIII: QUANTITY ORDERED UNITS: 1

\$ 201,576.00

IX: TRADE-IN OR OTHER CREDIT(S): \$ 27,626.00

2024 Discount + Trade \$ 27,626.00

CASE 590SM SN: N9C529033 \$8,500.00

TOTAL: \$ 173,950.00

FAX ALL PURCHASE ORDERS TO BUYBOARD AT 800-211-5454



RICHARDSON[®]
T E X A S

MEMO

DATE: October 14, 2024
TO: Anita Cothran – Director of Finance
FROM: Lisa TerMorshuizen – Purchasing Supervisor *LT*
SUBJECT: Award of RFP #706-24 for Damage, Disaster, Restoration, Cleaning, and Related Services to Blackmon Mooring, Restoration Specialists, and Belfour HQ

Proposed Date of Award: October 21, 2024

I concur with the recommendation of Aimee Nemer – City Secretary, and request permission to issue contracts for damage, disaster, restoration, cleaning, and related services to Blackmon Mooring, Restoration Specialists, and Belfour HQ.

Six (6) proposals were received and evaluated by a committee of employees from City Secretary Office and Office of Emergency Management. Blackmon Mooring, Restoration Specialists, and Belfour HQ were the highest-ranked firms. City staff recommends awarding to multiple vendors due to the potential scope of work during a disaster response. The city will determine which contract(s) to activate and assign work during a disaster response.

The initial term of the contracts is for two (2) years with options to renew for up to four (4) additional two-year periods, if exercised and mutually agreed upon by both parties. Since the city is not obligated to pay for a minimum or maximum amount of services, payment will be rendered pursuant to the unite prices specified. The contracts will be utilized on an “as needed” basis for damage, disaster, restoration, cleaning, and related services. If activation of these contracts is necessary, funding will be identified at that time.

The RFP was advertised in *The Dallas Morning News* on May 8 & 15, 2024 and posted on Periscope. A total of 9,882 electronic solicitations were distributed and forty-two (42) vendors viewed the proposal. A pre-proposal conference was held online via Cisco Webex on May 16, 2024, and six (6) proposals were received.

Concur:


Anita Cothran


ATTACHMENTS



MEMO

DATE: October 3, 2024

TO: Ally Dobbins, Purchasing Manager

FROM: Aimee Nemer, City Secretary 

**SUBJECT: Recommendation:
RFP 706-24 Damage, Disaster, Restoration, Cleaning, and Related Services**

On behalf of all City departments, the Office of Emergency Management and the City Secretary's Office seek City Council approval to award the following contract to Blackmon Mooring, Restoration Specialists, LLC, and Belfour HQ.

- RFP 706-24 Damage, Disaster, Restoration, Cleaning, and Related Services

Members of the evaluation committee from both the Office of Emergency Management and the City Secretary's Office reviewed 6 proposals and determined the three companies listed above to be the most qualified based on the following evaluation criteria.

- 1) Firm experience and qualifications
- 2) Services to be provided to include flexibility and understanding of requirements
- 3) Equipment and capability
- 4) References
- 5) Cost

The contracts will be utilized on an "as needed" basis for disaster restoration, recovery, disposal, cleaning, and debris removal. The initial term of the agreement is for a period of two years with the option to renew the term for up to four successive renewal terms of two years each under the same terms, conditions, and pricing as the initial term. A cost per unit of labor rates, materials, and equipment is attached. If activation of these contracts is necessary, funding will be identified at that time.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BELFOR		BLACKMON MOORING & BMS CAT		MOORING USA		HYDRADRY INC.		RESTORATION SPECIALISTS		ROYAL PLUS RPCAT	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
Labor Rates															
1	Project Manager	17	Hourly	\$ 119.00	\$ 2,023.00	\$ 122.00	\$ 2,074.00	\$ 145.00	\$ 2,465.00	\$ 81.01	\$ 1,377.17	\$ 80.84	\$ 1,374.28	\$ 110.00	\$ 1,870.00
2	Resource Coordinator	33	Hourly	\$ 59.00	\$ 1,947.00	\$ 76.00	\$ 2,508.00	\$ 72.00	\$ 2,376.00	\$ 30.00	\$ 990.00	\$ 80.84	\$ 2,667.72	\$ 75.00	\$ 2,475.00
3	Dehumidification Supervisor	15	Hourly	N/A	\$ -	\$ 80.00	\$ 1,200.00	\$ 173.00	\$ 2,595.75	\$ 106.25	\$ 1,593.75	\$ 80.84	\$ 1,212.60	\$ 90.00	\$ 1,350.00
4	Dehumidification Technician	23	Hourly	\$ 77.00	\$ 1,771.00	\$ 80.00	\$ 1,840.00	\$ 145.00	\$ 3,335.00	\$ 70.76	\$ 1,627.48	\$ 70.61	\$ 1,624.03	\$ 90.00	\$ 2,070.00
5	General Restoration Supervisor	171	Hourly	\$ 75.50	\$ 12,910.50	\$ 80.00	\$ 13,680.00	\$ 79.00	\$ 13,509.00	\$ 81.01	\$ 13,852.71	\$ 80.84	\$ 13,823.64	\$ 80.00	\$ 13,680.00
	General Restoration Technician	25	Hourly	\$ 68.50	\$ 1,712.50	\$ 66.00	\$ 1,650.00	\$ 72.00	\$ 1,800.00	\$ 72.30	\$ 1,807.50	\$ 70.61	\$ 1,765.25	\$ 60.00	\$ 1,500.00
6	Mold Remediation	22	Hourly	\$ 77.00	\$ 1,694.00	\$ 61.00	\$ 1,342.00	\$ 90.00	\$ 1,980.00	\$ 70.76	\$ 1,556.72	\$ 70.61	\$ 1,553.42	\$ 85.00	\$ 1,870.00
7	Direct General Cleaning Laborer	254	Hourly	N/A	\$ -	\$ 49.00	\$ 12,446.00	\$ 56.00	\$ 14,224.00	\$ 75.98	\$ 19,298.92	\$ 75.82	\$ 19,258.28	\$ 45.00	\$ 11,430.00
8	General Cleaning Laborer	1198	Hourly	\$ 50.50	\$ 60,499.00	\$ 49.00	\$ 58,702.00	\$ 44.00	\$ 52,712.00	\$ 58.91	\$ 70,574.18	\$ 58.91	\$ 70,574.18	\$ 45.00	\$ 53,910.00
Materials															
9	Biocides/Disinfectants	3	gallon	\$ 63.00	\$ 189.00	\$ 78.00	\$ 234.00	\$ 61.00	\$ 183.00	\$ 30.01	\$ 90.03	\$ 0.35	\$ 1.05	\$ 81.50	\$ 244.50
10	Cotton Cleaning Cloths	175	lbs	\$ 6.60	\$ 1,155.00	\$ 7.95	\$ 1,391.25	\$ 4.50	\$ 787.50	\$ 14.67	\$ 2,567.25	\$ 0.51	\$ 89.25	\$ 17.50	\$ 3,062.50
11	Expert Formula 828 Concentrate* or equivalent	6	gallon	\$ 86.90	\$ 521.40	\$ 44.00	\$ 264.00	\$ 38.00	\$ 228.00	\$ 36.99	\$ 221.94	\$ 0.51	\$ 3.06	\$ 78.50	\$ 471.00
12	Filter - HEPA for Air Filtration Unit	33	each	\$ 279.00	\$ 9,207.00	\$ 330.00	\$ 10,890.00	\$ 340.00	\$ 11,220.00	\$ 126.70	\$ 4,181.10	\$ 69.62	\$ 2,297.46	\$ 450.00	\$ 14,850.00
13	Filter - HEPA for Vacuum	15	each	\$ 410.00	\$ 6,150.00	\$ 525.00	\$ 7,875.00	\$ 14.00	\$ 210.00	\$ 3.14	\$ 47.10	\$ 89.86	\$ 1,347.90	\$ 90.00	\$ 1,350.00
14	Filter - Primary	63	each	\$ 25.00	\$ 1,575.00	\$ 5.00	\$ 315.00	\$ 16.00	\$ 1,008.00	\$ 4.32	\$ 272.16	\$ 69.62	\$ 4,386.06	\$ 21.00	\$ 1,323.00
15	Filter - Secondary 24 x 24 2	63	each	\$ 8.80	\$ 554.40	\$ 15.00	\$ 945.00	\$ 13.25	\$ 834.75	\$ 5.72	\$ 360.36	\$ 69.62	\$ 4,386.06	\$ 22.00	\$ 1,386.00
16	Floor Protection - Ram Board	10	roll	\$ 185.00	\$ 1,850.00	\$ 132.00	\$ 1,320.00	\$ 86.25	\$ 862.50	\$ 35.95	\$ 359.50	\$ 0.55	\$ 5.50	\$ 98.00	\$ 980.00
17	Gloves - Nimble Finger (N-Dex)	1297	pair	\$ 0.64	\$ 840.56	\$ 1.25	\$ 1,621.25	\$ 0.38	\$ 492.86	\$ 13.00	\$ 16,861.00	\$ 0.44	\$ 570.68	\$ 0.84	\$ 1,089.48
18	Lin-Aire Liquid Spray Concentrate* or equivalent	2	gallon	\$ 51.23	\$ 102.46	\$ 86.00	\$ 172.00	\$ 83.00	\$ 166.00	\$ 69.00	\$ 138.00	\$ 0.35	\$ 0.70	\$ 34.00	\$ 68.00
19	Mask- N95	23	box	\$ 13.00	\$ 299.00	\$ 84.00	\$ 1,932.00	\$ 50.00	\$ 1,150.00	\$ 24.70	\$ 568.10	\$ 1.57	\$ 36.11	\$ 75.00	\$ 1,725.00
20	Mop Heads	22	each	\$ 17.00	\$ 374.00	\$ 16.00	\$ 352.00	\$ 12.75	\$ 280.50	\$ 9.98	\$ 219.56	\$ 0.59	\$ 12.98	\$ 11.50	\$ 253.00
21	Polyethylene Bags - 3-6 mil	5	box	\$ 78.60	\$ 393.00	\$ 137.00	\$ 685.00	\$ 166.75	\$ 833.75	\$ 69.90	\$ 349.50	\$ 0.65	\$ 3.25	\$ 165.60	\$ 828.00
22	Poly. Sheeting (20'x100' roll)(6 mil)-fire ret.	1	roll	\$ 479.00	\$ 479.00	\$ 425.00	\$ 425.00	\$ 189.75	\$ 189.75	\$ 113.44	\$ 113.44	\$ 1.11	\$ 1.11	\$ 165.00	\$ 165.00
23	Safety Glasses	119	each	SMALL TOOLS	\$ -	\$ 8.00	\$ 952.00	\$ 3.50	\$ 416.50	\$ 2.29	\$ 272.51	\$ 12.90	\$ 1,535.10	\$ -	\$ -
24	Shockwave	2	gallon	\$ 62.00	\$ 124.00	\$ 85.00	\$ 170.00	\$ 68.00	\$ 136.00	\$ 33.99	\$ 67.98	\$ 0.35	\$ 0.70	\$ 81.50	\$ 163.00
25	Suit - Tyvek	309	box	\$ 33.00	\$ 10,197.00	\$ 18.00	\$ 5,562.00	\$ 215.00	\$ 66,435.00	\$ 5.26	\$ 1,625.34	\$ 10.04	\$ 3,102.36	\$ 210.00	\$ 64,890.00
26	Tape - Duct	6	roll	\$ 9.00	\$ 54.00	\$ 14.50	\$ 87.00	\$ 12.75	\$ 76.50	\$ 9.98	\$ 59.88	\$ 0.84	\$ 5.04	\$ 14.00	\$ 84.00
27	Thermo Fog Spray	1	day	\$ 62.89	\$ 62.89	\$ 150.00	\$ 150.00	\$ 105.00	\$ 105.00	\$ 80.55	\$ 80.55	\$ 0.09	\$ 0.09	\$ 135.00	\$ 135.00
28	Trash Bags - Disposable	35	box	\$ 3.60	\$ 126.00	\$ 45.00	\$ 1,575.00	\$ 65.50	\$ 2,292.50	\$ 29.98	\$ 1,049.30	\$ 0.45	\$ 15.75	\$ 27.00	\$ 945.00
29	Vacuum Bags	6	each	\$ 8.61	\$ 51.66	\$ 9.35	\$ 56.10	\$ 3.25	\$ 19.50	\$ 34.47	\$ 206.82	\$ 2.55	\$ 15.30	\$ 4.00	\$ 24.00
30	Zippers - Containment	4	each	\$ 14.00	\$ 56.00	\$ 19.25	\$ 77.00	\$ 24.00	\$ 96.00	\$ 10.99	\$ 43.96	\$ 14.71	\$ 58.84	\$ 38.50	\$ 154.00
Equipment															
31	Air Mover / Carpet Dryer	40	day	\$ 36.00	\$ 1,440.00	\$ 33.00	\$ 1,320.00	\$ 35.00	\$ 1,400.00	\$ 32.75	\$ 1,310.00	\$ 32.75	\$ 1,310.00	\$ 34.00	\$ 1,360.00
32	Dehumidification Unit - Phoenix 200	55	day	\$ 175.00	\$ 9,625.00	\$ 130.00	\$ 7,150.00	\$ 150.00	\$ 8,250.00	\$ 92.68	\$ 5,097.40	\$ 122.22	\$ 6,722.10	\$ 145.00	\$ 7,975.00
33	Fogger - Spray Mist	1	day	\$ 136.00	\$ 136.00	\$ 44.00	\$ 44.00	\$ 46.00	\$ 46.00	\$ 250.00	\$ 250.00	\$ 0.52	\$ 0.52	\$ 85.00	\$ 85.00
34	HEPA Air Filtration Unit - up to 1000 CFM	582	each	\$ 172.00	\$ 100,104.00	\$ 110.00	\$ 64,020.00	\$ 98.00	\$ 57,036.00	\$ 118.06	\$ 68,710.92	\$ 118.06	\$ 68,710.92	\$ 99.00	\$ 57,618.00
35	Moisture Meter - Penetrating	6	day	\$ 25.00	\$ 150.00	\$ 26.00	\$ 156.00	\$ 75.00	\$ 450.00	no charge	\$ -	NO BID	\$ -	\$ 75.00	\$ 450.00
	Saw-Kett	6	day	\$ 43.00	\$ 258.00	\$ 45.00	\$ 270.00	no bid	\$ -	no charge	\$ -	NO BID	\$ -	\$ 85.00	\$ 510.00
36	Steamatic Extraction System	2	day	\$ 188.00	\$ 376.00	\$ 250.00	\$ 500.00	\$ 144.00	\$ 288.00	no charge	\$ -	\$ 0.58	\$ 1.16	\$ 600.00	\$ 1,200.00
37	Thermohygrometer	8	day	\$ 25.00	\$ 200.00	\$ 24.00	\$ 192.00	\$ 62.00	\$ 496.00	no charge	\$ -	NO BID	\$ -	\$ -	\$ -
38	Truck - Box (inclusive of mileage)	6	day	\$ 188.00	\$ 1,128.00	\$ 255.00	\$ 1,530.00	\$ 260.00	\$ 1,560.00	\$ 75.00	\$ 450.00	NO BID	\$ -	\$ 420.75	\$ 2,524.50
39	Vacuum - HEPA	14	day	\$ 110.00	\$ 1,540.00	\$ 110.00	\$ 1,540.00	\$ 75.00	\$ 1,050.00	\$ 250.00	\$ 3,500.00	\$ 0.49	\$ 6.86	\$ 95.00	\$ 1,330.00
40	Van - Cargo / Passenger	30	day	\$ 156.00	\$ 4,680.00	\$ 165.00	\$ 4,950.00	\$ 143.00	\$ 4,290.00	\$ 75.00	\$ 2,250.00	NO BID	\$ -	\$ 249.00	\$ 7,470.00
41	% Small Tools Charge	1	%	3%	\$ -	3%	3% of labor charge	cost plus 20%	cost plus 20%	\$ 0.05	\$ 0.05	NO BID	\$ -	3%	3%
42	HEPA Air Filtration Unit - up to 2000 CFM	21	day	N/A	\$ -	\$ 162.00	\$ 3,402.00	\$ 190.00	\$ 3,990.00	\$ 151.58	\$ 3,183.18	\$ 151.58	\$ 3,183.18	\$ 165.00	\$ 3,465.00
43	Lights-Quartz Demolition	12	day	N/A	\$ -	\$ 23.00	\$ 276.00	\$ 42.00	\$ 504.00	\$ 150.00	\$ 1,800.00	NO BID	\$ -	\$ 46.00	\$ 552.00
44	Rent vehicles markup %	1	%	25%	\$ -	Cost + 20%	Rental invoice would be provided if we had to rent a vehicle	cost plus 20%	cost plus 20%	5%	5%	NO BID	20%	20%	20%
45	Fuel markup %	1	%	25%	\$ -	Cost + 20%	Generator Fuel invoice would be provided - Customer would not billed for vehicle fuel	cost plus 20%	cost plus 20%	5%	5%	NO BID	20%	20%	20%
TOTAL GROSS PRICE				\$ 236,555.37		\$ 217,842.60		\$ 262,379.61		\$ 228,985.36		\$ 211,662.49		\$ 268,885.01	



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T E X A S

MEMO

DATE: October 14, 2024
TO: Anita Cothran – Director of Finance
FROM: Lisa TerMorshuizen – Purchasing Supervisor *LT*
SUBJECT: Award of RFP #708-24 Document Recovery and Scanning Services to Blackmon Mooring and Armstrong Archives LLC

Proposed Date of Award: October 21, 2024

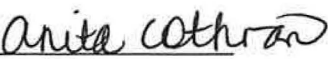
I concur with the recommendation of Aimee Nemer – City Secretary, and request permission to issue contract for document recovery to Blackmon Mooring, and a contract for scanning services to Armstrong Archives LLC.

Two (2) proposals were received and evaluated by a committee of employees from City Secretary Office and Office of Emergency Management. Armstrong Archives LLC only submitted a proposal for the scanning services portion of the RFP. City staff recommends awarding the document recovery portion of the contract to Blackmon Mooring and the scanning services portion to Armstrong Archives LLC.

The initial term of the contracts is for two (2) years with options to renew for up to four (4) additional two-year periods, if exercised and mutually agreed upon by both parties. Since the city is not obligated to pay for a minimum or maximum amount of services, payment will be rendered pursuant to the unit prices specified. The contracts will be utilized on an “as needed” basis for document recovery and scanning services. If activation of these contracts is necessary, funding will be identified at that time.

The RFP was advertised in *The Dallas Morning News* on May 22 & 29, 2024 and posted on Periscope. A total of 9,880 electronic solicitations were distributed and forty-five (45) vendors viewed the proposal. A pre-proposal conference was held online via Cisco Webex on May 30, 2024, and two (2) proposals were received.

Concur:


Anita Cothran

ATTACHMENTS



MEMO

DATE: October 4, 2024

TO: Ally Dobbins, Purchasing Manager

FROM: Aimee Nemer, City Secretary *an*

**SUBJECT: Recommendation:
RFP 708-24 Document Recovery and Scanning Services**

On behalf of all City departments, the Office of Emergency Management and the City Secretary's Office seek City Council approval to award the following contract to Armstrong Archives for scanning services only. As referenced in the recommendation for RFP 706-24, Blackmon Mooring is recommended for document recovery services.

- RFP 708-24 Document Recovery and Scanning Services

Members of the evaluation committee from both the Office of Emergency Management and the City Secretary's Office reviewed 2 proposals and determined Armstrong Archives to be the most qualified based on the following evaluation criteria.

- 1) Firm experience and qualifications
- 2) Services to be provided to include flexibility and understanding of requirements
- 3) Equipment and capability
- 4) References
- 5) Cost

The contracts will be utilized on an "as needed" basis for scanning and archival services. The cost per unit of the various services offered by both companies is attached.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	BLACKMON MOORING & BMS CAT		ARMSTRONG ARCHIVES				
				UNIT PRICE	AMOUNT	DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	AMOUNT
Labor Rates						SCANNING ONLY				
1	General Cleaning Laborer	1	Hour	\$ 49.00	\$ 49.00	Scanning of page	1	page	\$ 0.08	\$ 0.08
2	Management Fee	1	Hour	\$ 4.00	\$ 4.00	Storage	1	cf	\$ 0.39	\$ 0.39
3	Bio-Hazard Supervisor	1	Hour	\$ 135.00	\$ 135.00	Shredding	1	box	\$ 3.50	\$ 3.50
4	Bio-Hazard Technician	1	Hour	\$ 115.00	\$ 115.00					
5	Carpenter / Framer	1	Hour	\$ 96.00	\$ 96.00					
6	Clerical	1	Hour	\$ 50.00	\$ 50.00					
7	General Restoration Supervisor	1	Hour	\$ 80.00	\$ 80.00					
8	Dehumidification Supervisor/ Tech	1	Hour	\$ 80.00	\$ 80.00					
9	Document Recovery Tech	1	Hour	\$ 82.00	\$ 82.00					
10	Document Specialists	1	Hour	\$ 77.00	\$ 77.00					
11	Drywaller Installer / Finisher	1	Hour	\$ 90.00	\$ 90.00					
12	Equipment Operator	1	Hour	\$ 88.00	\$ 88.00					
13	Flooring Installer	1	Hour	\$ 84.00	\$ 84.00					
14	Generator Technician	1	Hour	\$ 95.00	\$ 95.00					
15	Healthcare Supervisor	1	Hour	\$ 110.00	\$ 110.00					
16	Healthcare Technician	1	Hour	\$ 88.00	\$ 88.00					
17	Remediation Supervisor/Tech	1	Hour	\$ 87.00	\$ 87.00					
18	Resource Coordinator	1	Hour	\$ 76.00	\$ 76.00					
19	Project Accountant	1	Hour	\$ 78.00	\$ 78.00					
20	Electronics Restoration Supervisor/ Technician	1	Hour	\$ 69.00	\$ 69.00					
21	Industrial Corrosion Control Supervisor/ Technician	1	Hour	\$ 66.00	\$ 66.00					
22	Skilled/ Construction Trades Not Listed	1	Hour	ate per Geographi	\$ -					
23	Truck Driver	1	Hour	\$ 70.00	\$ 70.00					
24	Assistant Project Manager	1	Hour	\$ 92.00	\$ 92.00					
25	Painter	1	Hour	\$ 80.00	\$ 80.00					
26	Project Manager	1	Hour	\$ 122.00	\$ 122.00					
27	Project Director	1	Hour	\$ 150.00	\$ 150.00					
28	Project Estimator	1	Hour	\$ 105.00	\$ 105.00					
29	Health and Safety Officer	1	Hour	\$ 104.00	\$ 104.00					
30	Project Consultant	1	Hour	\$ 170.00	\$ 170.00					
31	Project Coordinator	1	Hour	\$ 150.00	\$ 150.00					
32	Mold Remediation Labor	1	Hour	\$ 61.00	\$ 61.00					
33	Restoration Tech	1	Hour	\$ 66.00	\$ 66.00					
34	Roofer	1	Hour	\$ 115.00	\$ 115.00					
35	Technical Consultants/ Engineers	1	Hour	Cost + 30%	\$ -					
Equipment										
33	Air Compressor, < 10 gal	1	Day	\$ 42.00	\$ 42.00					
34	Air Compressor - Large	1	Day	\$ 90.00	\$ 90.00					
35	Air Mover / Carpet Dryer	1	Day	\$ 33.00	\$ 33.00					
36	Axial Fan	1	Day	\$ 39.00	\$ 39.00					
37	Blasting Unit - Soda	1	Day	\$ 800.00	\$ 800.00					
38	Cable Tails - #2 - Male or Female	1	Day	\$ 23.00	\$ 23.00					
39	Cable Tails - 4/0 - Male or Female	1	Day	\$ 14.00	\$ 14.00					
40	Cable Ramps	1	Day	\$ 21.00	\$ 21.00					
41	Cable - Camlock Tees	1	Day	\$ 10.00	\$ 10.00					
42	Cable - Spiderbox - 6/4 50 amp - 50 ft	1	Day	\$ 44.00	\$ 44.00					
43	Cable - Spiderbox - 6/4 50 amp - 100 ft	1	Day	\$ 64.00	\$ 64.00					
44	Cable - 2/5 Pin and Sleeve Cable - 50 ft	1	Day	\$ 70.00	\$ 70.00					
45	Cable - 4/0 Camlock Cable - 50 ft	1	Day	\$ 30.00	\$ 30.00					
46	Cable - 4/0 Camlock Cable - 100 ft	1	Day	\$ 48.00	\$ 48.00					
47	Cable - Banded Wire - 50 ft	1	Day	\$ 50.00	\$ 50.00					
48	Carpet Cleaning Machine - Hot Water Extraction - Portable	1	Day	\$ 250.00	\$ 250.00					
49	Carpet Cleaning Machine - Hot Water Extraction - Truck Mounted Unit	1	Day	\$ 525.00	\$ 525.00					
50	Cart - Debris Cart	1	Day	\$ 38.00	\$ 38.00					
51	Cart - Flat Cart	1	Day	\$ 31.00	\$ 31.00					
52	Dehumidification Unit - LGR - Large (70-109 ppd)	1	Day	\$ 130.00	\$ 130.00					
53	Dehumidification Unit - LGR- XL (110-159 ppd)	1	Day	\$ 168.00	\$ 168.00					
54	Dehumidification Unit - LGR - XXL (>160 ppd)	1	Day	\$ 200.00	\$ 200.00					
55	Dolly - Drywall	1	Day	\$ 35.00	\$ 35.00					
56	Edge Guard, linear foot	1	Day	\$ 5.25	\$ 5.25					
57	EDP - Tool Set	1	Day	\$ 24.00	\$ 24.00					
58	EDP - Instrument Drying Oven	1	Day	\$ 180.00	\$ 180.00					

59	EDP - High Pressure Sprayer	1	Day	\$ 60.00	\$ 60.00
60	Electrical Distribution Panel - 200 amp Cam/ 50 amp Splitter	1	Day	\$ 202.00	\$ 202.00
61	Electrical Distribution Panel - 400 amp Cam/ 100 amp 208V Splitter	1	Day	\$ 285.00	\$ 285.00
62	Electrical Distribution Panel - 400 amp Cam/ 100 amp 480V Splitter	1	Day	\$ 285.00	\$ 285.00
63	Electrical Distribution Panel - 600 amp Multi	1	Day	\$ 300.00	\$ 300.00
64	Electrical Distribution Panel - 1200 amp Multi	1	Day	\$ 400.00	\$ 400.00
65	Electrical Distribution Panel - Spider Box with GFCI	1	Day	\$ 90.00	\$ 90.00
66	Electrical Distribution Panel - 400 amp Disconnect	1	Day	\$ 285.00	\$ 285.00
67	Electrical Distribution Panel - 480V to 120V (12 x 20amp circuits)	1	Day	\$ 250.00	\$ 250.00
68	Electrical Distribution Panel - 480V to 240V/110V - 200 amp with Transformer	1	Day	\$ 340.00	\$ 340.00
69	Electrical Distribution- 208V to120V(per main box 6 stringers w/quads + 1000 ft cable)	1	Day	\$ 750.00	\$ 750.00
70	Electrical Distribution Panel - 3 Gang Box/3 - 20 amp 120V GFCI	1	Day	\$ 28.00	\$ 28.00
71	Extraction Unit - Flood Pumper - Portable	1	Day	\$ 182.00	\$ 182.00
72	Extraction Unit - LRU	1	Day	\$ 550.00	\$ 550.00
73	Fall Protection	1	Day	\$ 30.00	\$ 30.00
74	Fans - Industrial	1	Day	\$ 95.00	\$ 95.00
75	Flanders Filter 24" x 24"	1	Day	\$ 28.00	\$ 28.00
76	Flanders Filter 24" x 48"	1	Day	\$ 55.00	\$ 55.00
77	Foamer	1	Day	\$ 100.00	\$ 100.00
78	Fogger - Spray Mist	1	Day	\$ 44.00	\$ 44.00
79	Fogger - Thermo-Gen	1	Day	\$ 115.00	\$ 115.00
80	Furnace - Portable	1	Day	\$ 72.00	\$ 72.00
81	Fuel Tank - Single Wall - 275 Gallon	1	Day	\$ 125.00	\$ 125.00
82	Fuel Tank - Single Wall - 500 Gallon	1	Day	\$ 300.00	\$ 300.00
83	Fuel Tank - Single Wall - 1000 Gallon	1	Day	\$ 500.00	\$ 500.00
84	Fuel Tank - Single Wall - 2300 Gallon	1	Day	\$ 625.00	\$ 625.00
85	Generator - Less than 10 kW	1	Day	\$ 168.00	\$ 168.00
86	Generator - 20 KW	1	Day	\$ 410.00	\$ 410.00
87	Generator - 36 KW	1	Day	\$ 600.00	\$ 600.00
88	Generator - 60 KW	1	Day	\$ 625.00	\$ 625.00
89	Generator - 80 KW	1	Day	\$ 700.00	\$ 700.00
90	Generator - 100 KW	1	Day	\$ 900.00	\$ 900.00
91	Generator - 150 KW	1	Day	\$ 1,050.00	\$ 1,050.00
92	Generator - 180 KW	1	Day	\$ 1,100.00	\$ 1,100.00
93	Generator - 200 KW	1	Day	\$ 1,200.00	\$ 1,200.00
94	Generator - 230 KW	1	Day	\$ 1,200.00	\$ 1,200.00
95	Generator - 250 KW	1	Day	\$ 1,300.00	\$ 1,300.00
96	Generator - 300 KW	1	Day	\$ 2,000.00	\$ 2,000.00
97	Generator - 350 KW	1	Day	\$ 2,200.00	\$ 2,200.00
98	Generator - 400 KW	1	Day	\$ 2,700.00	\$ 2,700.00
99	Generator - 500 KW	1	Day	\$ 3,000.00	\$ 3,000.00
100	Generator Cable - Per Linear foot	1	Day	\$ 1.50	\$ 1.50
101	HEPA Air Filtration Unit - 2000 CFM	1	Day	\$ 162.00	\$ 162.00
102	HEPA Air Filtration Unit - up to 1000 CFM	1	Day	\$ 110.00	\$ 110.00
103	HVAC - Air Tool Kit	1	Day	\$ 28.00	\$ 28.00
104	HVAC - Cutting / Spray Kit	1	Day	\$ 28.00	\$ 28.00
105	HVAC - Duct Auger	1	Day	\$ 120.00	\$ 120.00
106	HVAC - Duct Sweeper	1	Day	\$ 80.00	\$ 80.00
107	HVAC - Video Tool	1	Day	\$ 225.00	\$ 225.00
108	Hydroxyl Generator Boss	1	Day	\$ 225.00	\$ 225.00
109	Hydroxyl Generator Boss XL3	1	Day	\$ 250.00	\$ 250.00
110	Hygrothermograph - Recording	1	Day	\$ 24.00	\$ 24.00
111	Injectidry Unit	1	Day	\$ 150.00	\$ 150.00
112	Laser Particle Counter	1	Day	\$ 225.00	\$ 225.00
113	Lights - Balloon Lights	1	Day	\$ 135.00	\$ 135.00
114	Lights - Quartz Demolition	1	Day	\$ 23.00	\$ 23.00
115	Lights - Light Tower	1	Day	\$ 180.00	\$ 180.00
116	Lights - Wobble Lights	1	Day	\$ 48.00	\$ 48.00
117	Micromanometer - Recording	1	Day	\$ 100.00	\$ 100.00
118	Mobile Command Center	1	Day	\$ 650.00	\$ 650.00
119	Moisture Meter - Penetrating or Non-Penetrating	1	Day	\$ 26.00	\$ 26.00
120	Moisture - Thermal Camera	1	Day	\$ 155.00	\$ 155.00
121	Negative Air Machine	1	Day	\$ 200.00	\$ 200.00
122	Ozone Generator - Model 330	1	Day	\$ 126.00	\$ 126.00
123	Ozone Generator - Model 630	1	Day	\$ 173.00	\$ 173.00
124	Ozone Generator - Model OG-EA	1	Day	\$ 25.00	\$ 25.00
125	Pallet Jack	1	Day	\$ 70.00	\$ 70.00

126	Pump - Trash - Gas 2"	1	Day	\$ 150.00	\$ 150.00
127	Pump - Sump	1	Day	\$ 52.00	\$ 52.00
128	Quad Box Cable - 12/5 Extension Cable - 50 ft	1	Day	\$ 22.00	\$ 22.00
129	Quad Box Cable - 12/5 Extension Cable - 100 ft	1	Day	\$ 30.00	\$ 30.00
130	Quad Box Feeder Panel - 100 amp	1	Day	\$ 150.00	\$ 150.00
131	Quad Box Feeder Panel - 200 amp	1	Day	\$ 180.00	\$ 180.00
132	Quad Box String - 10 ft with GFI	1	Day	\$ 22.00	\$ 22.00
133	Quad Box String - 20 ft with GFI	1	Day	\$ 26.00	\$ 26.00
134	Quad Box String - 30 ft with GFI	1	Day	\$ 32.00	\$ 32.00
135	Quad Box String - 50 ft with GFI	1	Day	\$ 36.00	\$ 36.00
136	Radio - Personnel Communication	1	Day	\$ 20.00	\$ 20.00
137	Respirator - Full Face	1	Day	\$ 25.00	\$ 25.00
138	Respirator - Half Face	1	Day	\$ 14.00	\$ 14.00
139	Safety Cones	1	Day	\$ 5.00	\$ 5.00
140	Saw - Cut Off	1	Day	\$ 78.00	\$ 78.00
141	Saw - Kett	1	Day	\$ 45.00	\$ 45.00
142	Scaffolding - Baker (Per Section)	1	Day	\$ 41.00	\$ 41.00
143	Sprayer - Commercial Airless	1	Day	\$ 180.00	\$ 180.00
144	Sprayer - Electrostatic	1	Day	\$ 165.00	\$ 165.00
145	Spot Cooler- 1 ton	1	Day	\$ 230.00	\$ 230.00
146	Spot Cooler- 2 ton	1	Day	\$ 350.00	\$ 350.00
147	Thermohygrometer	1	Day	\$ 24.00	\$ 24.00
148	Trailer - Flatbed, Cargo, Reefer	1	Day	\$ 227.00	\$ 227.00
149	Trailer - Flat Deck	1	Day	\$ 195.00	\$ 195.00
150	Truck - Box (inclusive of mileage)	1	Day	\$ 255.00	\$ 255.00
151	Ultrasonic Decontamination Vat	1	Day	\$ 80.00	\$ 80.00
152	Vacuum - Commercial Canister	1	Day	\$ 35.00	\$ 35.00
153	Vacuum - EDP Anti-Static	1	Day	\$ 95.00	\$ 95.00
154	Vacuum - HEPA	1	Day	\$ 110.00	\$ 110.00
155	Vacuum - Upright	1	Day	\$ 25.00	\$ 25.00
156	Van - Cargo / Passenger	1	Day	\$ 165.00	\$ 165.00
157	Vehicle - Passenger/Pickup	1	Day	\$ 135.00	\$ 135.00
158	Vehicle - 3/4 ton Pickup	1	Day	\$ 200.00	\$ 200.00
159	Vehicle - 1 ton Pickup/ Flatbed	1	Day	\$ 210.00	\$ 210.00
160	Vehicle - 1 1/4 ton Pickup / Flatbed	1	Day	\$ 225.00	\$ 225.00
161	Wall Aerator Set	1	Day	\$ 50.00	\$ 50.00
162	Washer - High Pressure	1	Day	\$ 136.00	\$ 136.00
163	Washer - High Pressure - Hot	1	Day	\$ 185.00	\$ 185.00
164	Zip wall Magnetic Door Kit	1	Day	\$ 10.00	\$ 10.00
165	Zip Poles - Each	1	Day	\$ 11.00	\$ 11.00
166	X-Ray Cleaning System	1	Day	\$ 450.00	\$ 450.00
Material Rates					
185	Absorbent Pad	1	each	\$ 11.50	\$ 11.50
186	Adhesive Remover	1	can	\$ 18.00	\$ 18.00
187	Alcohol - Isopropyl	1	gallon	\$ 58.00	\$ 58.00
188	Antigel	1	quart	\$ 17.00	\$ 17.00
189	Anti-Microbial Sealer	1	gallon	\$ 142.00	\$ 142.00
190	Applicators - 6" Cotton	1	m	\$ 25.00	\$ 25.00
191	Biocides/Disinfectants	1	gallon	\$ 78.00	\$ 78.00
192	Bioesque Degreaser	1	gallon	\$ 59.00	\$ 59.00
193	Blades - Kett Saw (Carbide)	1	each	\$ 85.00	\$ 85.00
194	Blades - Kett Saw	1	each	\$ 17.50	\$ 17.50
195	Bleach	1	gallon	\$ 11.60	\$ 11.60
196	Boots - Rubber	1	pair	\$ 55.00	\$ 55.00
197	Box - Book	1	each	\$ 4.95	\$ 4.95
198	Box - Dish	1	each	\$ 7.50	\$ 7.50
199	Box - Freeze Dry	1	each	\$ 4.75	\$ 4.75
200	Brush, Grout	1	each	\$ 5.50	\$ 5.50
201	Brush, Scrub, Long Handle.	1	each	\$ 14.00	\$ 14.00
202	Brush, Wire	1	each	\$ 8.75	\$ 8.75
203	Carpet Deodorizer	1	gallon	\$ 44.00	\$ 44.00
204	Carpet Mask 36" x 250'	1	roll	\$ 125.00	\$ 125.00
205	Cartridge - Respirator	1	each	\$ 24.50	\$ 24.50
206	Coil Cleaner	1	gallon	\$ 70.00	\$ 70.00
207	Cotton Cleaning Cloths	1	lb	\$ 7.95	\$ 7.95
208	Deodorizing Gel Block	1	lb	\$ 14.30	\$ 14.30
209	Deodorizing Liquid	1	gallon	\$ 86.00	\$ 86.00

210	Degreaser - Heavy Duty	1	gallon	\$ 44.00	\$ 44.00
211	Desudser	1	gallon	\$ 69.00	\$ 69.00
212	Duct Sealant / Encapsulant	1	gallon	\$ 95.00	\$ 95.00
213	Dry Solvent Stain Remover	1	gallon	\$ 148.00	\$ 148.00
214	EDP - Corrosion Control Lubricant #1	1	gallon	\$ 110.00	\$ 110.00
215	EDP - Corrosion Control Lubricant #2	1	gallon	\$ 110.00	\$ 110.00
216	Emulsifier - Powder	1	lb	\$ 15.00	\$ 15.00
217	Emulsifier - Liquid	1	gallon	\$ 52.00	\$ 52.00
218	Filter - Carbon	1	each	\$ 49.75	\$ 49.75
219	Filter - Dehumidification	1	each	\$ 19.00	\$ 19.00
220	Filter - HEPA for Air Filtration Unit	1	each	\$ 330.00	\$ 330.00
221	Filter - HEPA for Vacuum	1	each	\$ 525.00	\$ 525.00
222	Filter - Primary	1	each	\$ 5.00	\$ 5.00
223	Filter - Secondary 24 x 24 x 2	1	each	\$ 15.00	\$ 15.00
224	Filter - Secondary 15 x 18 x 2	1	each	\$ 16.00	\$ 16.00
225	Floor Dry	1	bag	\$ 30.00	\$ 30.00
226	Floor Protection - Ram Board	1	roll	\$ 132.00	\$ 132.00
227	Furniture Blocks	1	box	\$ 91.00	\$ 91.00
228	Furniture Pads	1	box	\$ 120.00	\$ 120.00
229	Furniture Polish	1	can	\$ 15.50	\$ 15.50
230	Glass Cleaner	1	gallon	\$ 21.00	\$ 21.00
231	Glass Cleaner	1	can	\$ 11.50	\$ 11.50
232	Gloves - Cotton	1	pair	\$ 4.15	\$ 4.15
233	Gloves - Kevlar (Cut Resistant)	1	pair	\$ 24.00	\$ 24.00
234	Gloves - Latex	1	pair	\$ 4.00	\$ 4.00
235	Gloves - Leather	1	pair	\$ 12.00	\$ 12.00
236	Gloves - Mechanics	1	pair	\$ 18.50	\$ 18.50
237	Gloves - Nimble Finger (N-Dex)	1	pair	\$ 1.25	\$ 1.25
238	Goggles	1	each	\$ 9.50	\$ 9.50
239	Grid Clips	1	each	\$ 6.50	\$ 6.50
240	Hand Cleaning Wipes	1	tub	\$ 50.00	\$ 50.00
241	HEPA Vac Bonnets	1	each	\$ 20.00	\$ 20.00
242	Ice	1	bag	\$ 6.25	\$ 6.25
243	Inventory Tags	1	box	\$ 80.00	\$ 80.00
244	Lemon Oil	1	gallon	\$ 70.00	\$ 70.00
245	Mask - N95	1	20/box	\$ 84.00	\$ 84.00
246	Mask - Particulate	1	50/box	\$ 40.00	\$ 40.00
247	Mats - Sticky, Walk-off	1	case	\$ 120.00	\$ 120.00
248	Metal Flashing	1	roll	\$ 60.00	\$ 60.00
249	Mop Heads	1	each	\$ 16.00	\$ 16.00
250	Odor Counteractant	1	gallon	\$ 140.00	\$ 140.00
251	Odromatic	1	gallon	\$ 77.00	\$ 77.00
252	Painters Plastic .75 mil	1	roll	\$ 60.00	\$ 60.00
253	Paper - Corrugated	1	roll	\$ 170.00	\$ 170.00
254	Paper - Craft	1	roll	\$ 75.00	\$ 75.00
255	Pigmented Sealer	1	gallon	\$ 65.00	\$ 65.00
256	Polishing Pads	1	box of 20	\$ 62.00	\$ 62.00
257	Polyester Filter Material	1	roll	\$ 195.00	\$ 195.00
258	Polyethylene Bags - 3-6 mil	1	roll	\$ 137.00	\$ 137.00
259	Poly. Sheeting (20'x100' roll)(4 mil)	1	roll	\$ 160.00	\$ 160.00
260	Poly. Sheeting (20'x100' roll)(6 mil)	1	roll	\$ 192.00	\$ 192.00
261	Poly. Sheeting (20'x100' roll)(4 mil)-fire ret.	1	roll	\$ 205.00	\$ 205.00
262	Poly. Sheeting (20'x100' roll)(6 mil)-fire ret.	1	roll	\$ 285.00	\$ 285.00
263	Poly. Sheeting (20'x100' roll)(6 mil) Reinforced	1	roll	\$ 300.00	\$ 300.00
264	Poly. Sheeting (20'x100' roll)(6 mil) Reinforced - fire ret.	1	roll	\$ 425.00	\$ 425.00
265	Pump - Barrel Syphon	1	each	\$ 33.00	\$ 33.00
266	Rags - Terry Towels	1	lb	\$ 7.00	\$ 7.00
267	Restoration Sponge	1	each	\$ 3.80	\$ 3.80
268	Roof Felt - 15 lb.	1	roll	\$ 45.00	\$ 45.00
269	Roof Felt - 30 lb.	1	roll	\$ 47.00	\$ 47.00
270	Roofing Cement, Black Tar	1	gallon	\$ 27.00	\$ 27.00
271	Safety Glasses	1	each	\$ 8.00	\$ 8.00
272	Service Kit - Generator up to 99 KW	1	each	\$ 495.00	\$ 495.00
273	Service Kit - Generator 100 to 199 KW	1	each	\$ 895.00	\$ 895.00
274	Service Kit - Generator 200 to 299 KW	1	each	\$ 1,295.00	\$ 1,295.00
275	Service Kit - Generator 300 to 399 KW	1	each	\$ 1,695.00	\$ 1,695.00
276	Shrink Wrap	1	roll	\$ 62.00	\$ 62.00

277	Shockwave	1	gallon	\$ 85.00	\$ 85.00
278	Sleeves - Cut Resistant	1	pair	\$ 29.00	\$ 29.00
279	Soot Encapsulant - Clear	1	gallon	\$ 92.00	\$ 92.00
280	Spray Adhesive	1	can	\$ 13.50	\$ 13.50
281	Spray Bottle with Trigger	1	each	\$ 5.50	\$ 5.50
282	Stainless Steel Polish	1	can	\$ 16.00	\$ 16.00
283	Suit - Tyvek	1	each	\$ 18.00	\$ 18.00
284	Tape - Boxing	1	roll	\$ 8.00	\$ 8.00
285	Tape- Builder Board	1	roll	\$ 27.00	\$ 27.00
286	Tape - Duct	1	roll	\$ 14.50	\$ 14.50
287	Tape - Blue Remediation	1	roll	\$ 16.00	\$ 16.00
288	Tape - Painters	1	roll	\$ 16.60	\$ 16.60
289	Tape - Barricade	1	roll	\$ 33.00	\$ 33.00
290	Tape - HVAC, Aluminum	1	roll	\$ 42.00	\$ 42.00
291	Tape - Layflat	1	roll	\$ 65.00	\$ 65.00
292	Tape - Poly	1	roll	\$ 15.00	\$ 15.00
293	Tarp Material	1	sq. ft.	\$ 0.47	\$ 0.47
294	ThermoFog spray	1	gallon	\$ 150.00	\$ 150.00
295	Trash Bags - Disposable	1	roll	\$ 45.00	\$ 45.00
296	Tubing - Lay Flat	1	roll	\$ 325.00	\$ 325.00
297	Tubing - Lay Flat	1	LF	\$ 1.40	\$ 1.40
298	Vacuum Bags	1	each	\$ 9.35	\$ 9.35
299	Water - Bottle	1	24 pack	\$ 12.75	\$ 12.75
300	Wrap - Bubble	1	roll	\$ 100.00	\$ 100.00
301	Zippers - containment	1	each	\$ 19.25	\$ 19.25
Non-Scheduled Materials					
302	Broom - Corn	1	each	\$ 22.23	\$ 22.23
303	Broom - Street	1	each	\$ 49.73	\$ 49.73
304	Brush - Acid	1	each	\$ 0.38	\$ 0.38
305	Brush - Paint - .5"	1	each	\$ 3.22	\$ 3.22
306	Brush - Paint - 1"	1	each	\$ 4.28	\$ 4.28
307	Brush - Paint - 2"	1	each	\$ 5.22	\$ 5.22
308	Brush - Paint - 3"	1	each	\$ 5.54	\$ 5.54
309	Brush - Paint - 4"	1	each	\$ 5.86	\$ 5.86
310	Toothbrushes	1	each	\$ 1.23	\$ 1.23
Additional Items					
311	Specific Freeze Drying Costs Including: Nature of Damage, Moisture Saturation, Degree of Char/ Soot Residue, Mold/ Mildew Infestation, Quantity, Smoke Odor, Deodorization Requirements, Contamination Factors-Debris, Sewage, Silt and/ or Hazardsous Materials	1	CF	4-\$84.00 PER CF	
312	Dehumidification	1	SF	.Y TIMEFRAME	
313	Stabilization	1	SF/WEEK	 SF PER WEEK	
314	Conditioned Air	1	SF/WEEK	 SF PER WEEK	
				amount invoiced	
				excluding vendor	
				or subcontractor	
315	Catastrophic Surcharge	1	%	totoals for all	
316	Travel, lodging, per diem markup	1	%	21%	
317	Freight, Transportation markup	1	%	21%	
TOTAL GROSS PRICE					\$ 51,475.26

ORDINANCE NO. 4519

AN ORDINANCE OF THE CITY OF RICHARDSON, TEXAS, AMENDING THE COMPREHENSIVE ZONING ORDINANCE AND ZONING MAP OF THE CITY OF RICHARDSON, AS HERETOFORE AMENDED, BY GRANTING A CHANGE IN ZONING BY GRANTING A SPECIAL DEVELOPMENT PLAN TO MODIFY THE DEVELOPMENT STANDARDS OF THE COLLINS/ARAPAHO FORM BASED CODE TO GRANT A SPECIAL PERMIT INTERIM USE FOR MOTOR VEHICLE SALES (USED) FOR 4.53 ACRES OF LAND DESCRIBED IN EXHIBIT “A” AND LOCATED AT THE NORTHEAST CORNER OF EAST ARAPAHO ROAD AND NORTH GREENVILLE AVENUE PRESENTLY ZONED “PD” PLANNED DEVELOPMENT COLLINS/ARAPAHO (STATION AREA SUB-DISTRICT); PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE; AND PROVIDING AN EFFECTIVE DATE. (ZONING FILE 24-23).

WHEREAS, in accordance with the Comprehensive Zoning Ordinance, as amended, the City Council makes the following findings with respect to the application requesting the issuance of a Special Development Plan for a Special Permit Interim Use for Motor Vehicle Sales, Used on the property described in Exhibit “A” attached hereto. (the “Property”) to wit:

1. The proposed Special Permit Interim Use of the Property is consistent with existing uses of adjacent and nearby property;
2. The proposed use of the Property is not consistent with: (a) the reasonably foreseeable uses of adjacent and nearby property anticipated to be in place upon expiration of the term of the Special Development Plan – Special Permit Interim Use; or (b) the use of the Property contemplated by the City's Comprehensive Plan, as in effect on the date of granting of said permit;
3. The proposed use of the Property will not impair development of adjacent and nearby property in accordance with said Comprehensive Plan during the period for which the Special Development Plan – Special Permit Interim Use is in effect;
4. The proposed use of the Property will not adversely affect the City's Thoroughfare Plan and traffic patterns, as in effect at the time of granting of said permit, and as contemplated by the City's Comprehensive Plan;
5. The applicant/owner of the Property has proposed to only make a minimal investment in improvements to the Property related to the use to be authorized pursuant to the issuance of the requested Special Development Plan – Special Permit Interim Use and has stated and acknowledged that such investment can be recovered within five (5) years after the date of adoption of this Ordinance; and
6. The investment contemplated to be made by the applicant/owner in the Property subsequent to or in reliance upon the issuance of the Special Permit Interim Use may

reasonably be expected to be recovered prior to the expiration date of this Ordinance and the Special Development Plan – Special Permit Interim Use created hereby; and

WHEREAS, the City Plan Commission of the City of Richardson and the governing body of the City of Richardson, in compliance with the laws of the State of Texas and the ordinances of the City of Richardson, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and making the above findings, the governing body, in the exercise of the legislative discretion, has concluded that the Comprehensive Zoning Ordinance and Zoning Map should be amended; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF RICHARDSON, TEXAS:

SECTION 1. That the Comprehensive Zoning Ordinance and Zoning Map of the City of Richardson, Texas, duly passed by the governing body of the City of Richardson on the 5th day of June, 1956, as heretofore amended, be amended by granting a change in zoning by granting a Special Development Plan to modify the development standards of the Collins/Arapaho Form Based Code by conditionally granting a Special Permit Interim Use for Motor Vehicle Sales (Used) with special conditions for 4.53 acres of land located at the northeast corner of East Arapaho Road and North Greenville Avenue and zoned “PD” Planned Development Collins/Arapaho (Station Area Sub-District) and being described in Exhibit “A” attached hereto and made a part hereof for all purposes (“the Property”).

SECTION 2. That the Property shall continue to be used and developed in accordance with the development and use regulations of the “PD” Planned Development Collins/Arapaho (Station Area Sub-District); provided, however, if the Property is developed and used for Motor Vehicle Sales (Used) as authorized by Section 1, such development and use shall be in compliance with the following development regulations:

- A.** The Property shall be developed and used in substantial conformance with the Concept Plan attached as Exhibit “B”, made a part hereof and which is hereby approved and referred to as “Special Development Plan” as allowed in the Collins/Arapaho Form Based Code;
- B.** No other person, company, business, or legal entity may operate a motor vehicle sales (used) on the Property other than Savvy of Richardson LLC. The Special Permit Interim

Use automatically terminates upon the change in ownership or operator, in accordance with Article XXII-A, Section 7 of the Comprehensive Zoning Ordinance, as amended;

- C. Building Permit shall be obtained from the city in accordance with Article XXII-A, Section 7.(b.) of the Comprehensive Zoning Ordinance, as amended;
- D. For purposes of this Ordinance, “Motor Vehicle Sales (Used)” means the sale of used motor vehicles; and
- E. This Ordinance and the right to use the Property for the purposes authorized herein shall terminate five (5) years after the date of adoption of this Ordinance.

SECTION 3. That the above-described tract of land shall be used in the manner and for the purpose provided for by the Comprehensive Zoning Ordinance of the City of Richardson, Texas, as heretofore amended.

SECTION 4. That all provisions of the ordinances of the City of Richardson in conflict with the provisions of this Ordinance be, and the same are hereby, repealed, and all other provisions of the ordinances of the City of Richardson not in conflict with the provisions of this Ordinance shall remain in full force and effect.

SECTION 5. That should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Comprehensive Zoning Ordinance as a whole.

SECTION 6. That an offense committed before the effective date of this Ordinance is governed by prior law and the provisions of the Comprehensive Zoning Ordinance, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

SECTION 7. That any person, firm or corporation violating any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Comprehensive Zoning Ordinance of the City of Richardson, as heretofore amended, and upon conviction shall be

punished by a fine not to exceed the sum of Two Thousand Dollars (\$2,000.00) for each offense; and each and every day such violation shall continue shall be deemed to constitute a separate offense.

SECTION 8. That this Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such case provide; provided however this Ordinance and the right to use the Property for the purposes authorized herein shall terminate five (5) years after the date of adoption of this Ordinance.

DULY PASSED by the City Council of the City of Richardson, Texas, on the 21st day of October 2024.

APPROVED:

MAYOR

APPROVED AS TO FORM:

CORRECTLY ENROLLED:

CITY ATTORNEY
(pgs:10-18-24)

CITY SECRETARY

EXHIBIT "A"
LEGAL DESCRIPTION
ZF 24-22

BEING 4.53-acres of land being Lots 1 and 2B, Block 1, Replat of Vent-a-Hood Industrial Area Lots 1 and 2, Block 1, a subdivision of the City of Richardson, Dallas County, Texas, according to the plat thereof recorded in Volume 94235, Page 2553, Official Public Records of Dallas County, Texas.

EXHIBIT "B" CONCEPT PLAN

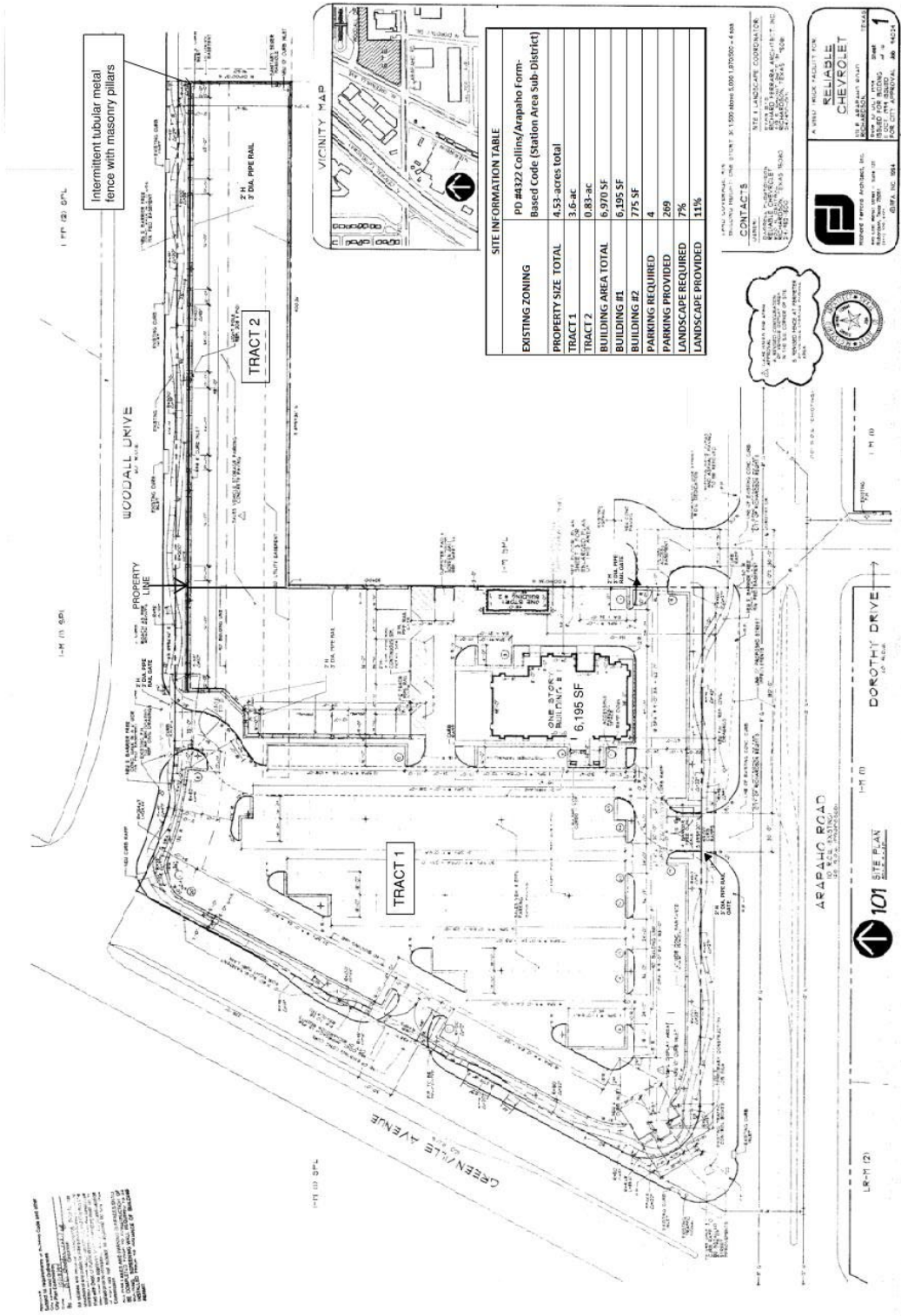


Exhibit "B"