



**AGENDA
CITY OF ALLEN
CITY COUNCIL REGULAR MEETING
TUESDAY, JANUARY 24, 2023 – 7:00 PM
CITY COUNCIL CHAMBERS
ALLEN CITY HALL
305 CENTURY PARKWAY
ALLEN, TEXAS 75013**

- 1. Call to Order and Announce a Quorum is Present.**
- 2. Pledge of Allegiance.**
- 3. Public Recognition.**
 - 3.1 Presentation of Proclamations by the Office of the Mayor.
 - Live Fit Allen Month
- 4. Citizens' Comments.**

[The City Council invites citizens to speak to the Council on any topic not on the agenda or not already scheduled for Public Hearing. Prior to the meeting, please complete a "Public Meeting Appearance Card" and present it to the City Secretary. The time limit is three minutes per speaker, not to exceed a total of fifteen minutes for all speakers.]
- 5. Consent Agenda.**

[Routine Council business. Consent Agenda is approved by a single majority vote. Items may be removed for open discussion by a request from a Councilmember or member of staff.]

 - 5.1 Approve Minutes of the January 10, 2023, Regular City Council Meeting.
 - 5.2 Adopt a Resolution changing the name of Don Rodenbaugh Natatorium to Don Rodenbaugh Aquatics Center.
 - 5.3 Adopt a Resolution renaming Jupiter Park as the Bark Yard.
 - 5.4 Adopt a Resolution authorizing the City Manager to negotiate and execute a Water Easement and Temporary Construction Easement Agreement with the City of Plano across the Courses at Watters Creek.
 - 5.5 Award Bid and authorize the City Manager to execute an agreement with Sweeping Corporation of America, LLC, for annual street sweeping services for \$150,000 with an option for two (2) one-year renewals.
 - 5.6 Award bid and authorize the City Manager to execute an agreement with Alderink Enterprises, Inc., dba CI Pavement for the 2023 Street and Alley Rehabilitation Project for

\$1,994,991.

- 5.7 Award Bid and authorize the City Manager to execute an agreement with Criterion Contractors, Inc., for the construction of the Allen City Media Production Center for \$1,067,360.
- 5.8 Authorize the City Manager to execute an agreement with Direct Access to prepare the Parks and Recreation Americans with Disabilities Act Transition Plan for \$136,000.
- 5.9 Accept resignation of Tommy Baril and declare a vacancy in Place No. 6 on the Allen Community Development Corporation Board.
- 5.10 Accept resignation of Todd Price and declare a vacancy in Place No. 4 on the Planning and Zoning Commission.

6. Regular Agenda.

7. Other Business.

[Council announcements regarding local civic and charitable events, meetings, fundraisers, and awards.]

7.1 Calendar.

- January 28, 2023 - City Council Strategic Planning Session, 9 a.m., Hilton Garden Inn.

7.2 Items of Interest.

8. Executive Session (As needed).

Legal, Section 551.071.

As authorized by Section 551.071(2) of the Texas Government Code, the Workshop Meeting and/or the Regular Agenda may be Convened into Closed Executive Session for the Purpose of Seeking Confidential Legal Advice from the City Attorney on any Agenda Item Listed Herein. (Closed to Public as Provided in the Texas Government Code.)

8.1 Personnel Pursuant to Section 551.074 of the Texas Government Code.

- Annual Performance Evaluation of the City Manager.

8.2 Reconvene and consider action on items resulting from Executive Session.

9. Adjournment.

This notice was posted at Allen City Hall, 305 Century Parkway, Allen, Texas, at a place convenient and readily accessible to the public at all times. Said notice was posted on Friday, January 20, 2023, at 5:00 p.m.

Shelley B. George, City Secretary

Allen City Hall is wheelchair accessible. Access to the building and special parking are available at the entrance facing Century Parkway. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 214.509.4105.

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: January 24, 2023

AGENDA CAPTION: Approve Minutes of the January 10, 2023, Regular City Council Meeting.

STAFF RESOURCE: Shelley B. George, City Secretary

STRATEGIC PLANNING GOAL: Financially Sound and Transparent City Government.

ATTACHMENT(S)

[Minutes](#)

ALLEN CITY COUNCIL

REGULAR MEETING

JANUARY 10, 2023

Present:

Allen City Council:

Kenneth M. Fulk, Mayor
Chris Schulmeister, Mayor Pro Tem
Daren Meis
Carl Clemencich
Dave Cornette
Dave Shafer
Ben Trahan (absent)

City Staff:

Eric Ellwanger, City Manager
Eric Strong, Deputy City Manager
Tim Dentler, Assistant City Manager
Rebecca Vice, Assistant City Manager
Shelley B. George, City Secretary
Teresa Warren, Director, Public and Media Relations
Rocio Gonzalez, Deputy City Secretary
Pete Smith, City Attorney

Workshop Session

1. Call to Order and Announce a Quorum is Present

With a quorum of the Allen City Council present, the Workshop of the Allen City Council was called to order by Mayor Fulk at 6:00 p.m. on Tuesday, January 10, 2023, in the Basement Meeting Rooms of Allen City Hall, 305 Century Parkway, Allen, Texas.

2. Discussion Items

2.1 Parks and Recreation Projects.

2.2 Committee updates from City Council Liaisons.

2.3 Questions on the current Agenda.

3. Adjourn to Regular Meeting

With no further discussion, Mayor Fulk adjourned the Workshop of the Allen City Council at 6:54 p.m. on Tuesday, January 10, 2023, in the Basement Meeting Rooms of Allen City Hall, 305 Century Parkway, Allen, Texas.

Regular Meeting

1. Call to Order and Announce a Quorum is Present

With a quorum of the Allen City Council present, the Regular Meeting of the Allen City Council was called to order by Mayor Fulk at 7:00 p.m. on Tuesday, January 10, 2023, in the City Council Chambers of Allen City Hall, 305 Century Parkway, Allen, Texas.

2. Pledge of Allegiance

3. Public Recognition

3.1 Presentation of Proclamations by the Office of the Mayor.

- Allen Community Band Day
- Collin County Martin Luther King Day

3.2 Presentation of the Mayor's Distinguished Service Award.

3.3 Recognition of the Downtown Steering Committee members.

4. Citizens' Comments

The following individuals spoke regarding tabled item 6.3:

- Tariq Hasan, 1526 Hennessey Drive, Allen, Texas;
- Kevin Ghademi, 1536 Hennessey, Allen, Texas; and,
- Rajeev Chowdhry, 1704 Texas Hills Court, Allen, Texas.

Diane Martin, 708 Wandering Way Drive, Allen, Texas, spoke regarding a code concern.

5. Consent Agenda

MOTION: Upon a motion made by Councilmember Cornette and a second by Councilmember Meis, the Council voted six (6) for and none (0) opposed to approve all items on the Consent Agenda as follows:

5.1 Approve minutes of the December 13, 2023, Regular City Council Meeting.

The motion carried.

6. Regular Agenda

6.1 Conduct a Public Hearing and adopt an Ordinance to amend the Allen Land Development Code to include (a) amending Section 4.08.19 of the Allen Land Development Code to redesignate the "Central Business District (CBD)" to be known as the "Downtown District (DD)" and amending the regulations relating to the development and use of the property within the Downtown District (DD); and (b) make other conforming amendments to the Allen Land Development Code including: (1) Amending Sections 4.02.1, 4.05.6, 7.09.2, and 7.09.5 to replace the term "CBD" Central

Business District” with the term “D’ Downtown District” where it appears; (2) Amending Section 4.15.2, “Schedule of residential height and area regulations,” by deleting footnote (1) and renumbering footnotes accordingly; (3) Deleting Section 4.20.4, “Schedule of principal uses—Central business district;”; (4) Deleting Section 4.20.5, “Schedule of accessory uses central business district;”; (5) Amending Section 6.06.13, “Urban Residential,” by providing for exceptions to be permitted in the Downtown District; (6) Amending Section 6.06.14, “Townhomes,” by providing regulations for specifically for Townhomes in the “Downtown District; (7) Amending Section 6.06.15, “Mobile Food Establishments,” by permitting Food Truck Sites in the Downtown District and by providing location standards for Food Truck Sites and Food Truck Parks in the Downtown District; (8) Amending Section 7.05.3.5.d, “Landscape buffer planting requirements,” to replace the term, “central business district” with “Downtown District” and to modify approval authority from Commission to the Downtown Design Review Board; Amending Section 7.09.11.2 – Table 7.23, “Permanent signs,” by deleting the section relating to signage in the “Central Business District;” and (10) Amending Section 8.05.1.12, “Neo-traditional subdivisions,” by deleting the reference to “CBD central business district.” The property affected by these amendments is 241.1± acres in the City of Allen, Texas, located in the W. Perrin Survey, Abstract No. 708; A. Perrin Survey, Abstract No. 713; J. Read Survey, Abstract No. 758; D. Wetsel Survey, Abstract No. 977; and P. Wetsel Survey, Abstract No. 990; and generally located east of US Highway 75, east of the portion of Bonham Drive that is south of Main Street; south of Whisenant Estates Installments #1-3, south of Whis-Lynge Hill Addition No. 1, south of Hydrous Wake Park; west of Cottonwood Creek; and north of Burnett to Allen Addition, north of Allenwood Estates #3, and north of Millennium Business Park Replat for Lots 3R-4R, Block 3.

Mayor Fulk opened the public hearing and asked anyone wishing to speak for or against this item to do so at this time.

Mohammad R. Jahanziri, 300 Keith Drive, Allen, Texas, spoke against this item.

With no one else speaking, Mayor Fulk closed the Public Hearing.

Mayor Fulk announced a recess of the Regular Session at 8:48 p.m.

Mayor Fulk reconvened the Regular Session at 9:05 p.m.

Mayor Fulk moved to the Calendar and Items of Interest.

7. Other Business

7.1 Calendar.

- January 12, 2023 - Council Candidate Workshop, 5:30 p.m., Council Conference Room
- January 28, 2023 - City Council Strategic Planning Session, 9 a.m., Hilton Garden Inn

7.2 Items of Interest.

- Council wished happy belated birthday to Councilmember Trahan.

- Councilmember Meis mentioned he was able to visit our newly elected Congressman Keith Self in Washington DC last week and congratulated Allen resident Michelle Bishop who was named the District Director for Congressman Self.
- Mayor Pro Tem Schulmeister encouraged the public to volunteer at one of the projects as part of the Martin Luther King Day of Service: Change the World, All Community Outreach, and Kids Against Hunger.

Mayor Fulk continued with Item 6.1

ORDINANCE NO. 3976-1-23: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING ARTICLE IV “ZONING REGULATIONS” OF THE ALLEN LAND DEVELOPMENT CODE, AS AMENDED, BY AMENDING SECTION 4.08.19 TO REDESIGNATE THE “CENTRAL BUSINESS DISTRICT (CBD)” AS THE “DOWNTOWN DISTRICT (DD)” AND AMENDING THE REGULATIONS RELATING TO THE DEVELOPMENT AND USE OF PROPERTY WITHIN THE DOWNTOWN DISTRICT (DD); AMENDING SECTIONS 4.02.1 AND 4.05.6 TO REPLACE THE TERM ““CBD” CENTRAL BUSINESS DISTRICT” WITH THE TERM ““DD” DOWNTOWN DISTRICT”; AMENDING SECTION 4.15.2, “SCHEDULE OF RESIDENTIAL HEIGHT AND AREA REGULATIONS” BY DELETING FOOTNOTE (1) AND RENUMBERING FOOTNOTES ACCORDINGLY; BY DELETING SECTION 4.20.4, “SCHEDULE OF PRINCIPAL USES—CENTRAL BUSINESS DISTRICT”; BY DELETING SECTION 4.20.5, “SCHEDULE OF ACCESSORY USES CENTRAL BUSINESS DISTRICT”; BY AMENDING SECTION 6.06.13, “URBAN RESIDENTIAL,” BY PROVIDING FOR EXCEPTIONS TO BE PERMITTED IN THE DOWNTOWN DISTRICT; BY AMENDING PARAGRAPHS 3, 4, AND 5 OF SECTION 6.06.15, “MOBILE FOOD ESTABLISHMENTS,” BY PERMITTING FOOD TRUCK SITES IN THE DOWNTOWN DISTRICT AND BY PROVIDING LOCATION STANDARDS FOR FOOD TRUCK SITES AND FOOD TRUCK PARKS IN THE DOWNTOWN DISTRICT; AMENDING SECTION 7.05.3.5.d, “LANDSCAPE BUFFER PLANTING REQUIREMENTS,” TO REPLACE THE TERM, “CENTRAL BUSINESS DISTRICT” WITH “DOWNTOWN DISTRICT” AND TO MODIFY THE AUTHORITY APPROVING CHANGES; BY AMENDING SECTION 7.09.2 “SIGN DEFINITIONS” RELATING TO THE DEFINITION OF ZONING DISTRICTS; BY AMENDING PARAGRAPH 3 OF SECTION 7.09.5 “GENERAL REGULATIONS GOVERNING SIGNS” RELATING TO SIGNS IN THE CENTRAL BUSINESS DISTRICT; BY AMENDING SECTION 7.09.11.2 – TABLE 7.23, “PERMANENT SIGNS,” BY DELETING THE SECTION RELATING TO SIGNS IN THE “CENTRAL BUSINESS DISTRICT”; AND AMENDING SECTION 8.05.1.12, “NEO-TRADITIONAL SUBDIVISIONS,” BY DELETING THE REFERENCE TO ““CBD” CENTRAL BUSINESS DISTRICT”; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR PENALTY OF FINE NOT TO EXCEED THE SUM OF TWO THOUSAND (\$2,000) DOLLARS FOR EACH OFFENSE; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Shafer and a second by Mayor Pro Tem Schulmeister, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 3976-1-23, as previously captioned, to amend the Allen Land Development Code to include (a) amending Section 4.08.19 of the Allen Land Development Code to redesignate the “Central Business District (CBD)” to be known as the “Downtown District (DD)” and amending the regulations relating to the development and use of the property within the Downtown District (DD); and

(b) make other conforming amendments to the Allen Land Development Code with the following amendments: 1) Zoning Map Boundary clarifications; 2) Density for CCO and RTO reflect 18 units/acre; and, 3) Composition of the DDRB and initial appointment terms of DDRB. The motion carried.

- 6.2 Adopt an Ordinance amending the Code of Ordinances by Amending Sections 6-85(H), 9-151, and 9-206 to replace the phrase “Central Business District” with the phrase “Downtown District” and amending Chapter 9 “Motor Vehicles and Traffic,” Section 9-2 “Definitions” by deleting the definition for “Central Business District” and adding a definition for the phrase “Downtown District.”**

ORDINANCE NO. 3977-1-23: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING SECTIONS 6-85(h), 9-151, AND 9-206 TO REPLACE THE PHRASE “CENTRAL BUSINESS DISTRICT” WITH THE PHRASE “DOWNTOWN DISTRICT” AND AMENDING CHAPTER 9 “MOTOR VEHICLES AND TRAFFIC,” SECTION 9-2 “DEFINITIONS” BY DELETING THE DEFINITION FOR “CENTRAL BUSINESS DISTRICT” AND ADDING A DEFINITION FOR THE PHRASE “DOWNTOWN DISTRICT” PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A PENALTY OF FINE IN ACCORDANCE WITH SECTION 1-4 OF THE CODE OF ORDINANCES; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION: Upon a motion made by Councilmember Cornette and a second by Councilmember Clemencich, the Council voted six (6) for and none (0) opposed to adopt Ordinance No. 3977-1-23, as previously captioned, amending the Code of Ordinances by amending Sections 6-85(H), 9-2, 9-151, and 9-206. The motion carried.

- 6.3 Tabled Item - Conduct a Public Hearing and adopt an Ordinance to amend the development regulations of Planned Development No. 98 with a base zoning of Single Family and adopt a Concept Plan, Building Elevations, and a Landscape Plan for Lots 1 - 18, Block A, Lots 1 - 9, Block B, and lots 1 - 3, Block X, Ridgeview Villas, generally located south of Ridgeview Drive and east of Exchange Parkway. [Ridgeview Villas] Application for Zoning has been withdrawn by the Applicant.**

8. Executive Session (As needed).

The Executive Session was not held.

Adjournment

Mayor Fulk adjourned the Regular Meeting of the Allen City Council at 9:21 p.m. on Tuesday, January 10, 2023.

These minutes were approved on the 24th day of January 2023.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, TRMC, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: January 24, 2023

AGENDA CAPTION: Adopt a Resolution changing the name of Don Rodenbaugh Natatorium to Don Rodenbaugh Aquatics Center.

STAFF RESOURCE: Kate Meacham, Parks and Recreation Director

STRATEGIC PLANNING GOAL: Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The Don Rodenbaugh Natatorium opened to the community in 2002 consisting of both fitness and aquatic amenities for the City of Allen. Since opening, the aquatics industry has shifted, and most new facilities with similar amenities are frequently referred to as 'Aquatics Centers.'

Due to the change in common terminology for aquatic facilities, many residents of Allen are unaware that Allen even has an indoor pool. Thus, updating the name to a more commonly used term would assist with marketing and brand awareness regarding what the facility offers. After consulting members of the facility, the Parks and Recreation Board, and family of the facility's namesake, staff recommends updating the name of the facility to the Don Rodenbaugh Aquatics Center.

BUDGETARY IMPACT

Total cost impact of the name change is estimated \$5,000 - \$8,000. These funds will be covered in the Parks and Recreation Maintenance budget. These funds will cover the cost to change the name on the building and the marquee in front of the facility. As noted, the proposed name change is recommended to elevate facility awareness and therefore membership and program revenues.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a Resolution renaming the 'Don Rodenbaugh Natatorium' to the 'Don Rodenbaugh Aquatics Center.'

MOTION

I make a motion to adopt Resolution No. _____ changing the name of Don Rodenbaugh Natatorium to Don Rodenbaugh Aquatics Center.

ATTACHMENT(S)

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, RENAMING THE “DON RODENBAUGH NATATORIUM” THE “DON RODENBAUGH AQUATICS CENTER”; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Don Rodenbaugh Natatorium was named in 2001 to honor Mr. Rodenbaugh and his service to the City of Allen as Mayor from 1984-1987; and,

WHEREAS the Natatorium has served the citizens of the City of Allen since 2001 and provides aquatic recreation for all ages in the community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. To continue recognition of Don Rodenbaugh and his contributions, as well as identify the facility for all users with a name that associates directly with the services provided at the facility, the Allen City Council hereby changed the name of the Don Rodenbaugh Natatorium to the “Don Rodenbaugh Aquatic Center” for the facility located at 110 Rivercrest Blvd Allen, Texas 75002

SECTION 2. The Allen City Council directs City staff to take the necessary action to ensure that this new name is promulgated properly, and any appropriate signage erected as soon as possible following the effective date of this resolution.

SECTION 3. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 24TH DAY OF JANUARY 2023.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: January 24, 2023

AGENDA CAPTION: Adopt a Resolution renaming Jupiter Park as the Bark Yard.

STAFF RESOURCE: Kate Meacham, Director of Parks and Recreation

STRATEGIC PLANNING GOAL: Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

Jupiter Park, originally named for the street on which it is located, has served as a gathering place for various sports and recreational activities over the years. Identified as the location of the future dog park in 2022, design immediately commenced for the site.

As the design of the dog park wraps up, and construction is set to begin in Spring 2023, staff is recommending changing the name of the park from "Jupiter Park" to "Bark Yard." This recommendation is in line with other DFW municipal dog park's whimsical names such as Wagging Tail Dog Park, NorthBark Dog Park, My Best Friend's Park, The Hound Mound, Pawsome Playground, Central Bark, Bark Park, Dig It Dog Park, etc.

STAFF RECOMMENDATION

Staff recommends that the City Council adopt a resolution renaming Jupiter Park as the Bark Yard.

MOTION

I make a motion to adopt Resolution No. _____ renaming Jupiter Park as the Bark Yard.

ATTACHMENT(S)

[Resolution](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, RENAMING AND REPURPOSING “JUPITER PARK” TO THE “BARK YARD”; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Allen park property located at 510 S. Jupiter Road and was named Jupiter Park in 1976: and,

WHEREAS, the Allen Community Development Corporation approved funding in Fall 2021 for the redevelopment of the Jupiter Park to include the design and construction of the park for the intent of providing off-leash recreation for dogs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. To recognize the first dog park in the City of Allen, the Allen City Council hereby changes the name of Jupiter Park to the “Bark Yard” for the park property located at 510 S. Jupiter Road.

SECTION 2. The Allen City Council directs City staff to take the necessary action to ensure that this new name is promulgated properly, and any appropriate signage erected at the time of project completion.

SECTION 3. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 24TH DAY OF JANUARY 2023.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: January 24, 2023

AGENDA CAPTION: Adopt a Resolution authorizing the City Manager to negotiate and execute a Water Easement and Temporary Construction Easement Agreement with the City of Plano across the Courses at Watters Creek.

STAFF RESOURCE: Kate Meacham, Director, Parks and Recreation
Teresa Thomason, Assistant Director, Parks and Recreation

STRATEGIC PLANNING GOAL: Vibrant Community with Lively Destinations and Successful Commercial Centers.

BACKGROUND

The City of Plano is seeking a temporary construction easement to construct a new water line along a small segment of the golf course. The construction of the new water line will not impact golf play or disrupt the ability to irrigate the golf course. The temporary screening will be erected to shield construction activities from the view of golf play. In addition, any turf grass or other landscaping areas that are disturbed shall be repaired or replaced so that the golf course is restored to its original condition prior to the commencement of construction.

In consideration of the temporary easement, the City of Plano will pay the City of Allen an amount of no less than \$10,000 and an amount not to exceed \$20,000 for the construction of a split rail fence adjacent to the new water line.

The temporary easement granted shall terminate and no longer be effective upon completion of the construction and acceptance by the City of Plano.

STAFF RECOMMENDATION

Staff recommends City Council adopt a Resolution and authorize the City Manager to negotiate and execute a water easement and temporary construction easement agreement with the City of Plano across the Courses at Watters Creek.

MOTION

I make a motion to adopt Resolution No. _____ authorizing the City Manager to negotiate and execute a water easement and temporary construction easement agreement with the City of Plano across the Courses at Watters Creek.

ATTACHMENT(S)

[Resolution Agreement - City of Plano](#)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A WATER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT WITH THE CITY OF PLANO ACROSS THE COURSES AT WATTERS CREEK; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Plano (“Plano”) is engaged in the design of certain public water improvements to serve areas within the Plano and has requested that the City of Allen (“Allen”) grant to Plano a water line easement across the Allen’s property commonly known as “The Courses at Watters Creek” (the “Golf Course”) along with a temporary construct easement; and,

WHEREAS, a substantial portion of the Golf Course is located within Plano’s corporate limits; and,

WHEREAS, City Administration has advised that it finds the requested location of the easements will pose no significant impact regarding City’s operations of the Golf Course or City’s use of the property that will be impacted by the easements; and,

WHEREAS, City Administration has negotiated with Plano regarding compensation to be paid relating to the disruption that will result in the operation of the Golf Course during the construction of the Plano’s project; and,

WHEREAS, the City Council of the City of Allen finds it to be in the public interest to grant the proposed easements to Plano subject to an easement agreement negotiated by the City Manager and compensation paid to Allen by Plano for such easements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, THAT:

SECTION 1. The City Manager is hereby authorized to negotiate and grant to the City of Plano on behalf of the City of Allen a permanent water line sewer easement and a temporary construction easement over and across the City’s property described and depicted in Exhibits “A” and “B,” respectively, attached hereto and incorporated herein by reference, for the amount of \$10,000 and other good and valuable consideration.

SECTION 2. This Resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALLEN, COLLIN COUNTY, TEXAS, ON THIS THE 24TH DAY OF JANUARY 2023.

APPROVED:

Kenneth M. Fulk, MAYOR

ATTEST:

Shelley B. George, CITY SECRETARY
(kbl:11-16-22:132410)

Exhibit "A" – Description of Water Line Easement

FIELD NOTES CHASE OAKS GOLF CLUB 15' WATER LINE EASEMENT

BEING a 0.095 acre tract of land situated in the Joseph Russell Survey, Abstract No. 775, Collin County Texas, and being a part of a called 76.600 acre tract of land described in deed to City of Allen, recorded in Volume 5776, Page 2535 of the Deed Records of Collin County, Texas (D.R.C.C.T.), also being part of Lot 2, Block A, of Chase Oaks Golf Club, recorded in Cabinet F, Page 619 of the Plat Records of Collin County, Texas (P.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a "X" cut in concrete found for the northeast corner of Lot 28, Block 16 of Cross Creek East No. 3 as recorded in Volume E, Page 18 P.R.C.C.T., and being in the southerly right of way line of Vineyard Drive, from which a 1/2" iron rod found for the northeast corner of Lot 27, Block 16 bears North 08 Degrees 22 Minutes 31 Seconds East, a distance of 158.97 feet;

THENCE Northeasterly, along the southerly line of Vineyard Drive and a non-tangent curve to the left having a central angle of 42 Degrees 46 Minutes 30 Seconds, a radius of 50.00 feet, an arc distance of 37.33 feet and a chord bearing and distance of North 83 Degrees 15 Minutes 31 Seconds East, 36.47 feet to the **POINT OF BEGINNING** of the herein tract described;

THENCE Northeasterly, along the southerly line of Vineyard Drive and a non-tangent curve to the left having a central angle of 25 Degrees 01 Minutes 18 Seconds, a radius of 50.00 feet, an arc distance of 21.84 feet and a chord bearing and distance of North 49 Degrees 21 Minutes 37 Seconds East, 21.66 feet to a point for corner;

THENCE departing the southerly line of Vineyard Drive, over and across said Lot 2, Block A, the following courses:

South 05 Degrees 32 Minutes 12 Seconds West, a distance of 40.19 feet to a point for corner;

South 45 Degrees 12 Minutes 52 Seconds West, a distance of 87.25 feet to point for corner;

North 82 Degrees 26 Minutes 05 Seconds West, a distance of 108.53 feet to the beginning of a tangent curve to the right;

Northwesterly, along said tangent curve to the right having a central angle of 13 Degrees 55 Minutes 52 Seconds, a radius of 200.00 feet, an arc distance of 48.63 feet and a chord bearing and distance of North 75 Degrees 28 Minutes 09 Seconds West, 48.51 feet to a point for corner;

North 68 Degrees 30 Minutes 13 Seconds West, a distance of 15.93 feet to a point for corner in the easterly line of a tract of land described in deed to the City of Plano, also being known as Lot 1, Block 1 of Hoblitzelle Park Addition No. 2, recorded in Cabinet C, Page 77 of the P.R.C.C.T.;

THENCE North 36 Degrees 42 Minutes 34 Seconds East, along the common line between said Lot 1, Block 1 and Lot 2, Block A, a distance 15.54 feet to a point for corner;

THENCE departing said common line, over and across said Lot 2, Block A, the following courses:

South 68 Degrees 30 Minutes 13 Seconds East, a distance of 11.85 feet to the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 13 Degrees 55 Minutes 52 Seconds, a radius of 185.00 feet, an arc distance of 44.98 feet and a chord bearing and distance of South 75 Degrees 28 Minutes 09 Seconds East, 44.87 feet to a point for corner;

South 82 Degrees 26 Minutes 05 Seconds East, a distance of 101.16 feet to a point for corner;

North 45 Degrees 12 Minutes 52 Seconds East, a distance of 74.47 feet to a point for corner;

North 05 Degrees 32 Minutes 12 Seconds East, a distance of 19.15 feet to the **POINT OF BEGINNING** and containing 4,124 square feet or 0.095 acres of land more or less.

Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202.

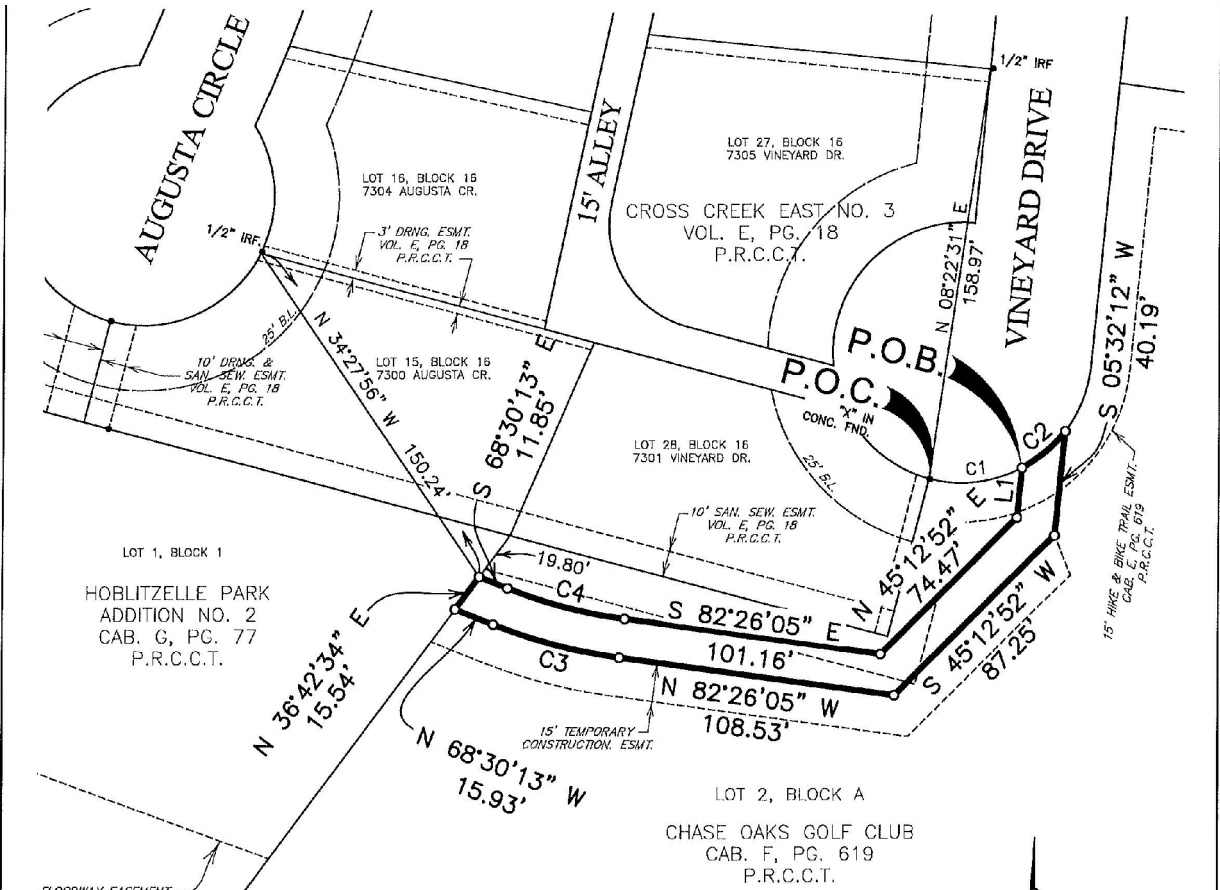
 6/17/2021

Eduardo Martinez
Registered Professional Land Surveyor No. 5274

JONES | CARTER

Telephone 972-488-3880 Ext. 7177
*Texas Board of Professional Engineers
and Land Surveyors
Registration No. 100461-03*





CURVE TABLE

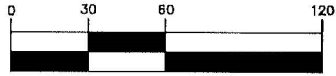
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	37.33'	36.47'	N 83°15'31" E	42°46'30"
C2	50.00'	21.84'	21.66'	N 49°21'37" E	25°01'18"
C3	200.00'	48.63'	48.51'	N 75°28'09" W	13°55'52"
C4	185.00'	44.98'	44.87'	S 75°28'09" E	13°55'52"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 05°32'12" E	19.15'

LEGEND:

- D.R.C.C.T. DEED RECORDS COLLIN COUNTY, TEXAS
- R.P.R.C.C.T. REAL PROPERTY RECORDS COLLIN COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- CM CONTROL MONUMENT
- IRF IRON ROD FOUND



(IN FEET)
1 inch = 60 ft.

15' WATER LINE EASEMENT

BEING 0.095 ACRES
OUT OF THE
JOSEPH RUSSELL SURVEY, ABSTRACT NO. 775
CITY OF PLANO
COLLIN COUNTY, TEXAS

J/C JONES CARTER
Texas Board of Professional Engineers and Land Surveyors
Engineer Registration No. F-439, Survey Registration No. 100461-03
2805 Dallas Parkway, Suite 600 • Plano, Texas 75093
972.488.3880

K:\0D131\0D131-0003-00 Water Rehabilitation Cross Creek East #311 Survein Plans\CAD Files\EVDI07\WATER ECVT EVDI07 UNIVAR.DWG

Exhibit "B" – Description of Temporary Construction Easement

**FIELD NOTES
CHASE OAKS GOLF CLUB
15' TEMPORARY CONSTRUCTION EASEMENT**

BEING a 0.092 acre tract of land situated in the Joseph Russell Survey, Abstract No. 775, Collin County Texas, and being a part of a called 76.600 acre tract of land described in deed to City of Plano, recorded in Volume 5776, Page 2535 of the Deed Records of Collin County, Texas (D.R.C.C.T.), also being part of Lot 2, Block A, of Chase Oaks Golf Club, recorded in Cabinet F, Page 619 of the Plat Records of Collin County, Texas (P.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a "X" cut in concrete found for the northeast corner of Lot 28, Block 16 of Cross Creek East No. 3 as recorded in Volume E, Page 18 P.R.C.C.T., and being in the southerly right of way line of Vineyard Drive, from which a 1/2" iron rod found for the northeast corner of Lot 27, Block 16 bears North 08 Degrees 22 Minutes 31 Seconds East, a distance of 158.97 feet;

THENCE South 66 Degrees 06 Minutes 20 Seconds East, departing the southerly line of Vineyard Drive, over and cross said Lot 2, Block A, a distance of 53.35 feet to the **POINT OF BEGINNING** of the herein tract described;

THENCE continuing over and across said Lot 2, Block A, the following courses:

South 21 Degrees 48 Minutes 35 Seconds East, a distance of 16.29 feet to a point for corner;

South 45 Degrees 12 Minutes 52 Seconds West, a distance of 88.26 feet to point for corner;

North 82 Degrees 26 Minutes 05 Seconds West, a distance of 115.91 feet to the beginning of a tangent curve to the right;

Northwesterly, along said tangent curve to the right having a central angle of 13 Degrees 55 Minutes 52 Seconds, a radius of 215.00 feet, an arc distance of 52.28 feet and a chord bearing and distance of North 75 Degrees 28 Minutes 09 Seconds West, 52.15 feet to a point for corner;

North 68 Degrees 30 Minutes 13 Seconds West, a distance of 20.01 feet to a point for corner in the easterly line of a tract of land described in deed to the City of Plano, also being known as Lot 1, Block 1 of Hoblitzelle Park Addition No. 2, recorded in Cabinet C, Page 77 of the P.R.C.C.T.;

THENCE North 36 Degrees 42 Minutes 34 Seconds East, along the common line between said Lot 1, Block 1 and Lot 2, Block A, a distance 15.54 feet to a point for corner;

THENCE departing said common line, over and across said Lot 2, Block A, the following courses:

South 68 Degrees 30 Minutes 13 Seconds East, a distance of 15.93 feet to the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 13 Degrees 55 Minutes 52 Seconds, a radius of 200.00 feet, an arc distance of 48.63 feet and a chord bearing and distance of South 75 Degrees 28 Minutes 09 Seconds East, 48.51 feet to a point for corner;

South 82 Degrees 26 Minutes 05 Seconds East, a distance of 108.53 feet to a point for corner;

North 45 Degrees 12 Minutes 52 Seconds East, a distance of 87.25 feet to the **POINT OF BEGINNING** and containing 4,026 square feet or 0.092 acres of land more or less.

Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202.

 6/17/2021

Eduardo Martinez
Registered Professional Land Surveyor No. 5274

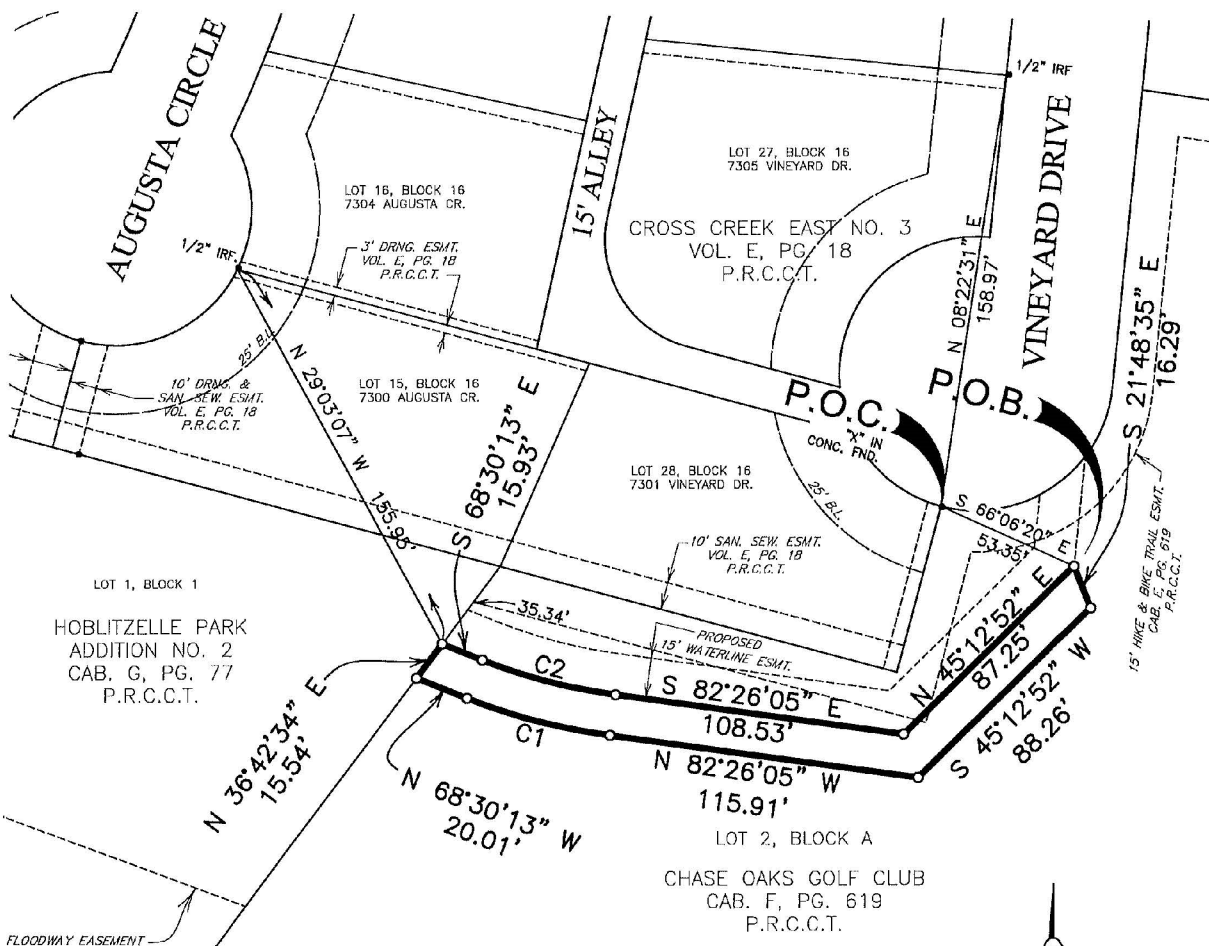
JONES | CARTER

Telephone 972-488-3880 Ext. 7177

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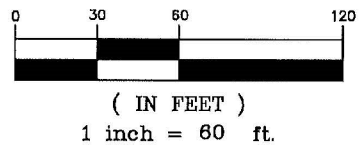


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15' TEMPORARY CONSTRUCTION EASEMENT

BEING 0.092 ACRES
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 972.488.3880

K:\0D131\0D131-0003-00 Water Rehabilitation Cross Creek East #3\1 Surveying Phase\CAD Files\EXHIBITS\WATER ESMT EXHIBIT-VINEVARD DR-TEMP.dwg

AFTER RECORDING RETURN TO:

After Recording Return to:
City Attorney's Office
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS' LICENSE NUMBER.

STATE OF TEXAS

COUNTY OF COLLIN

§
§
§
§

WATER LINE AND TEMPORARY CONSTRUCTION EASEMENT AGREEMENT BETWEEN THE CITY OF ALLEN AND THE CITY OF PLANO

This **Water Line and Temporary Construction Easement Agreement** ("Agreement") is made by and between the **City of Allen** ("Allen"), a Texas home rule municipality, and the **City of Plano** ("Plano"), a Texas home rule municipality, acting by and through their duly authorized representatives. Allen and Plano are referred to herein collectively as "the Parties" or individually as "Party."

RECITALS

WHEREAS, Plano desires to construct, operate, and maintain the Facilities (as hereafter defined) and has asked Allen to convey the Water Line Easement (as hereafter defined) to Plano; and

WHEREAS, the Water Line Easement crosses the Golf Course (as hereafter defined); and

WHEREAS, to construct, operate, and maintain the Facilities, it will be necessary for Plano and its contractors to cross the Golf Course in areas not located within the area of the Water Line Easement as well as use certain areas not within the Water Line Easement to perform certain aspects of the Project; and

WHEREAS, Allen will agree to convey the Water Line Easement and the Temporary Construction Easement to Plano subject to the provisions of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Article I
Definitions**

Wherever used in this Agreement, the following terms shall have the meanings ascribed to them in this Article I unless the context clearly indicates a different meaning:

"Approved Plans" means the plans and specifications for the construction of the Facilities, approved by Plano as set forth in the construction contract, to be awarded by Plano at a future date,

between Plano and its contractor, a true and correct copy of which shall be kept on file in the offices of Plano’s Engineering Department and are incorporated herein by reference.

“Commencement of Construction” means that (i) the Approved Plans have been prepared and all approvals of the Approved Plans required by applicable governmental authorities have been obtained; (ii) all necessary permits for construction of the Facilities pursuant to the Approved Plans have been issued by all applicable governmental authorities and (iii) the grading and/or preparation of the Easement Property for construction of the Facilities has commenced.

“Completion of Construction” means (i) all work on the Project has been completed in accordance with the Approved Plans and accepted by Plano, (ii) all tools, equipment, unused materials, and vehicles have been removed from the Golf Course, the Temporary Easement Property, and the Easement Property, and (iii) all work associated with the repair or replacement of the Golf Course Improvements (as defined in Section 3.2) have been completed and accepted by Allen.

“Easement Property” means a 0.095 acre tract situated in the Joseph Russell Survey, Abstract No. 775, Collin County, Texas, and being more particularly described and depicted in Exhibit “A,” attached hereto and incorporated herein by reference.

“Effective Date” means the date this Agreement has been signed by authorized representatives of all of the Parties.

“Golf Course” means the public golf course known as “The Courses at Watters Creek” owned by Allen and encompassing the property described in that certain Special Warranty Deed from Bank of America Commercial Finance Corporation to City of Allen dated October 15, 2004, and recorded in Volume 5776, Page 2535, Official Public Records, Collin County, Texas.

“Project” means the construction of the Facilities in accordance with the Approved Plans.

“Temporary Easement Property” means a 0.198 acre tract situated in the Joseph Russell Survey, Abstract No. 775, Collin County, Texas, and being more particularly described and depicted in Exhibit “B,” attached hereto and incorporated herein by reference.

Article II Conveyance of Water Line Easement

Allen hereby has **Dedicated, Granted, Sold and Conveyed**, and by these presents does **Dedicate, Grant, Sell and Convey** unto Plano, a non-exclusive perpetual Water Line Easement (the “**Water Line Easement**”) over, along, across and under the Easement Property including the right of ingress, egress, and regress therein, to erect, construct, reconstruct, install, replace, repair, operate, use, inspect, modify, remove and maintain certain public water line improvements, together with all lines, pipes, conduits and other equipment, improvements, and appurtenances, if any, (collectively the “**Facilities**”), used in the operation of the Facilities or making connections therewith, deemed necessary thereto by Plano, over, along, across, under, into and through the Easement Property, subject to the provisions of this Agreement.

Article III Grant of Temporary Construction Easement

Subject to the provisions of this Agreement, Allen hereby grants to Plano a non-exclusive variable width temporary construction easement (the “**Temporary Easement**”) over, along, across the

Temporary Easement Property for the purposes of providing ingress and egress to the Easement Property as well as performing any and all construction and related activities during the course of the Project. The Temporary Easement granted herein shall terminate and no longer be effective upon Completion of Construction and acceptance of the Facilities by Plano.

Article IV Consideration Paid

4.1 Consideration for the Easements. For and in consideration of Allen’s grant of the Water Line Easement and Temporary Construction Easement to Plano, Plano will pay Allen the amount of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00).

4.2 Additional Reimbursement. As additional consideration for Allen’s grant of the Water Line Easement and Temporary Construction Easement to Plano, Plano agrees to reimburse Allen for the cost incurred by Allen for the purchase and installation of a split-rail fence on Allen’s property in excess of the initial \$10,000.00 paid by Allen (the “Additional Consideration”); the amount of the additional consideration is not to exceed TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00). Plano agrees to pay the Additional Consideration to Allen not later than thirty (30) days after (i) completion of installation of said fence and (ii) the date of delivery to Plano of a purchase order or other receipt evidencing the costs incurred by Allen for the purchase and installation of said fence.

Article V Conduct of Work

5.1 Conduct and Location of the Project. All work occurring in relation to performance of the Easement Purpose, whether within the Easement Property or the Temporary Easement Property, shall be subject to the following:

- (a) All pipe and other permanent facilities to be constructed, repaired, or rehabilitated, and all equipment, materials, staging areas, and parking areas shall be located on either the Easement Property or the Temporary Easement Property, said construction, repair, or rehabilitation to occur between January 1, 2023, and April 30, 2023, or, if not conducted during the foregoing period, then between January 1, 2024, and April 30, 2024, or at such other times as may be reasonably agreed in writing by the Parties;
- (b) Any turf grass and other landscaping, paved areas (including, but not limited to, drives, sidewalks, parking areas, cart paths, etc.), irrigation system (including but not limited to pipes, sprinkler heads, valves, pumps, and wiring), and any other improvements located above or below ground (collectively, “**Golf Course Improvements**”), that are damaged, destroyed, or removed from the Golf Course by Plano or its contractor shall be repaired or replaced so that the Golf Course Improvements are restored to as close as reasonably practical to their original condition prior to Commencement of Construction. Landscape (i.e., grass) restoration shall meet or exceed the existing turf type and condition and shall be performed between March 15, 2023, and May 15, 2023 (if construction of the Project occurs between January 1, 2023, and April 30, 2023) or March 15, 2024, and May 15, 2024 (if construction of the Project occurs between January 1, 2024, and April 30, 2024), or at such other specified dates and times authorized by Allen’s Golf Course maintenance superintendent.
- (c) If any portion of the Golf Course irrigation system is damaged during performance of any work by Plano or its contractor, Plano and/or its contractor shall immediately notify the

Golf Course maintenance staff. No repairs to the Golf Course irrigation system shall commence prior to authorization by the Golf Course maintenance superintendent.

- (d) No construction activity, staging of equipment, material, vehicles, or spoils shall impede the continuity of golf play on the Golf Course or disrupt the ability of Allen to irrigate the Golf Course on its normal schedule. Temporary screening will be erected during construction of the Project within the Easement Property and Temporary Easement Property to shield construction activities from view of golf play.
- (e) The Easement Property and Temporary Easement Property shall be secured at all time to ensure unauthorized vehicle traffic does not access the Golf Course from adjacent streets.
- (f) All construction and reconstruction of the Facilities or any incidental improvements shall be diligently completed by Plano within a reasonable time, allowing for any reasonable delays.

5.2 Indemnification. Without waiving the doctrines of sovereign immunity and immunity from suit, and to the extent permitted by the laws and Constitution of the State of Texas, Plano shall require Plano's contractor to indemnify, defend, and hold harmless Allen, its officers, agents, partners, and employees against and from any and all claims, loss, cost, damage, or expense, including reasonable attorney's fees, arising out of or from or related to the acts or omissions of such indemnifying parties, their agents, employees, partners, shareholders, agents, subcontractors, invitees, or guests, except to the extent caused by the willful misconduct or negligence of Allen, its officers, employees, partners, and/or agents, and only then to the extent of the proportion of any fault determined against Allen, its officers, employees, partners, and/or agents for their willful misconduct or negligence. Notwithstanding anything to the contrary herein, the Parties do not waive their immunity from liability for damages to person or property to the extent allowed under state or federal law. The provisions of this Section 5.2 shall survive the expiration or earlier termination of this Agreement.

5.3 Responsible for Its Own Actions. As between the Parties, the Parties acknowledge that no Party is an agent, servant, or employee of the other Party, and each Party agrees it is responsible for its own individual negligent acts or omissions or other tortious conduct as well as such acts and deeds of its contractors, agents, representatives, and employees during performance of this Agreement without waiving any governmental immunity available to the Parties under Texas and other applicable laws, and without waiving any available defenses under Texas and other applicable laws. Nothing in this Section 5.3 shall be construed to create or grant any rights, contractual or otherwise, in or to any third persons or entities.

5.4 Insurance. Prior to Commencement of Construction and during the term of this Agreement, Plano shall require its contractor(s) to procure and maintain, at no cost to Allen, the following types and amounts of insurance with an insurer or insurers and in form satisfactory to City, which insurance shall be primary and non-contributory:

- a. Commercial General Liability for bodily injury, death and property damage insuring against all claims, demands or actions relating to the use of the Golf Course by Plano or the applicable contractor pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000 per occurrence for property damage and injury to persons (including death) and not less than \$2,000,000 in the aggregate.

b. Commercial Automobile Liability Policy covering any vehicles owned and/or operated by Plano, Plano's contractor, and their respective officers, agents, and employees, and used in the performance of the Project on the Golf Course with policy limits of not less than \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and

c. Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Plano and/or its contractor's employees operating on the Golf Course pursuant to this Agreement with policy limit of not less than \$500,000.00.

The general liability and automobile liability policies required herein shall be endorsed to name Allen, its officers and employees as additional insureds as to all applicable coverage. All insurance policies required herein shall be endorsed to provide for a waiver of subrogation against Allen. Each and every insurance policy required to be carried by or on behalf of Plano or Plano's contractor pursuant to this Agreement shall provide (and any certificate evidencing the existence of each such insurance policy shall certify) that Allen shall be notified of any cancellation, non-renewal or material reduction in coverage, in each such case (except for notice of cancellation due to non-payment of premiums) such notice to be sent to Allen not less than thirty (30) calendar days (or the maximum period of calendar days permitted under applicable law, if less than thirty (30) calendar days) prior to the effective date of such cancellation, non-renewal or material reduction in coverage, as applicable. In the event any insurance policy required to be carried on behalf of Plano's contractor pursuant to this Agreement is to be canceled due to non-payment of premiums, the requirements of the preceding sentence shall apply except that the notice shall be sent to Allen on the earliest possible date but in no event less than ten (10) calendar days prior to the effective date of such cancellation. A certificate of insurance and copies of the endorsements evidencing the required insurance coverage and endorsements shall be delivered to Allen prior to Commencement of Construction.

5.5 Maintenance Warranty. For a period of two years after Completion of Construction, Plano agrees to repair and restore any work related to the repair, restoration, or replacement of any Golf Course Improvements performed as part of the Project as the result of any failure of materials or systems, improper workmanship, or non-compliance with the Approved Plans. Such obligation shall not include the repair of damages caused by the intentional or accidental acts of any person who is not an employee, agent, or contractor of Plano.

Article VI Miscellaneous

6.1 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter if sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If to Allen:
City of Allen, Texas
Attn: City Manager
305 Century Parkway
Allen, Texas 75013

With Copy to:
Director of Parks and Recreation
City of Allen, Texas
301 Century Parkway
Allen, Texas 75013

Peter G. Smith
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard, Suite 1800
Dallas, Texas 75201

If to Plano:
City of Plano
Attn: City Manager
P. O. Box 860358
Plano, Texas 75086-0358

With Copies to:
City Engineer
City of Plano
P. O. Box 860358
Plano, Texas 75086-0358

City Attorney
City of Plano
P. O. Box 860358
Plano, Texas 75086-0358

6.2 Successors and Assigns. All obligations and covenants of the Parties under this Agreement shall be binding on the Parties, their successors and permitted assigns. Neither Party may assign this Agreement without the prior written consent of the other Party, which will not be unreasonably withheld.

6.3 Severability. In the event any section, subsection, paragraph, sentence, phrase or word herein is held invalid, illegal or unconstitutional, the balance of this Agreement shall be enforceable and shall be enforced as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

6.4 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Entire Agreement. This Agreement embodies the complete agreement of the parties hereto, superseding all oral or written, previous and contemporary agreements between the parties and relating to the matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

6.6 Recitals. The recitals to this Agreement are incorporated herein.

6.7 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

6.8 Failure to Enforce Not a Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

6.9 No Third Party Beneficiaries. Nothing in this Agreement, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or entity other than Allen and City any rights, remedies, or claims under or by reason of this Agreement, and all covenants, conditions, promises, and agreements in this Agreement shall be for the sole and exclusive benefit of Allen and City.

(Signatures on Following Page)

SIGNED AND AGREED this ____ day of _____, 2022.

CITY OF PLANO, TEXAS

By: _____
Mark D. Israelson, City Manager

ATTEST:

Lisa Henderson, City Secretary

APPROVED AS TO FORM:

Paige Mims, City Attorney

SIGNED AND AGREED this ____ day of _____, 2022.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

Shelley B. George, TRMC, City Secretary

APPROVED AS TO FORM:

Peter G. Smith, City Attorney

By: _____

Exhibit "A"
Water Line Easement
FIELD NOTES
CHASE OAKS GOLF CLUB
15' WATER LINE EASEMENT

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THENCE Northeasterly, along the southerly line of Vineyard Drive and a non-tangent curve to the left having a central angle of 42 Degrees 46 Minutes 30 Seconds, a radius of 50.00 feet, an arc distance of 37.33 feet and a chord bearing and distance of North 83 Degrees 15 Minutes 31 Seconds East, 36.47 feet to the **POINT OF BEGINNING** of the herein tract described;

THENCE Northeasterly, along the southerly line of Vineyard Drive and a non-tangent curve to the left having a central angle of 25 Degrees 01 Minutes 18 Seconds, a radius of 50.00 feet, an arc distance of 21.84 feet and a chord bearing and distance of North 49 Degrees 21 Minutes 37 Seconds East, 21.66 feet to a point for corner;

THENCE departing the southerly line of Vineyard Drive, over and across said Lot 2, Block A, the following courses:

South 05 Degrees 32 Minutes 12 Seconds West, a distance of 40.19 feet to a point for corner;

South 45 Degrees 12 Minutes 52 Seconds West, a distance of 87.25 feet to point for corner;

North 82 Degrees 26 Minutes 05 Seconds West, a distance of 108.53 feet to the beginning of a tangent curve to the right;

Northwesterly, along said tangent curve to the right having a central angle of 13 Degrees 55 Minutes 52 Seconds, a radius of 200.00 feet, an arc distance of 48.63 feet and a chord bearing and distance of North 75 Degrees 28 Minutes 09 Seconds West, 48.51 feet to a point for corner;

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THENCE departing said common line, over and across said Lot 2, Block A, the following courses:

South 68 Degrees 30 Minutes 13 Seconds East, a distance of 11.85 feet to the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 13 Degrees 55 Minutes 52 Seconds, a radius of 185.00 feet, an arc distance of 44.98 feet and a chord bearing and distance of South 75 Degrees 28 Minutes 09 Seconds East, 44.87 feet to a point for corner;

South 82 Degrees 26 Minutes 05 Seconds East, a distance of 101.16 feet to a point for corner;

North 45 Degrees 12 Minutes 52 Seconds East, a distance of 74.47 feet to a point for corner;

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Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202.

Eduardo Martinez 4/17/2021

Eduardo Martinez

Registered Professional Land Surveyor No. 5274

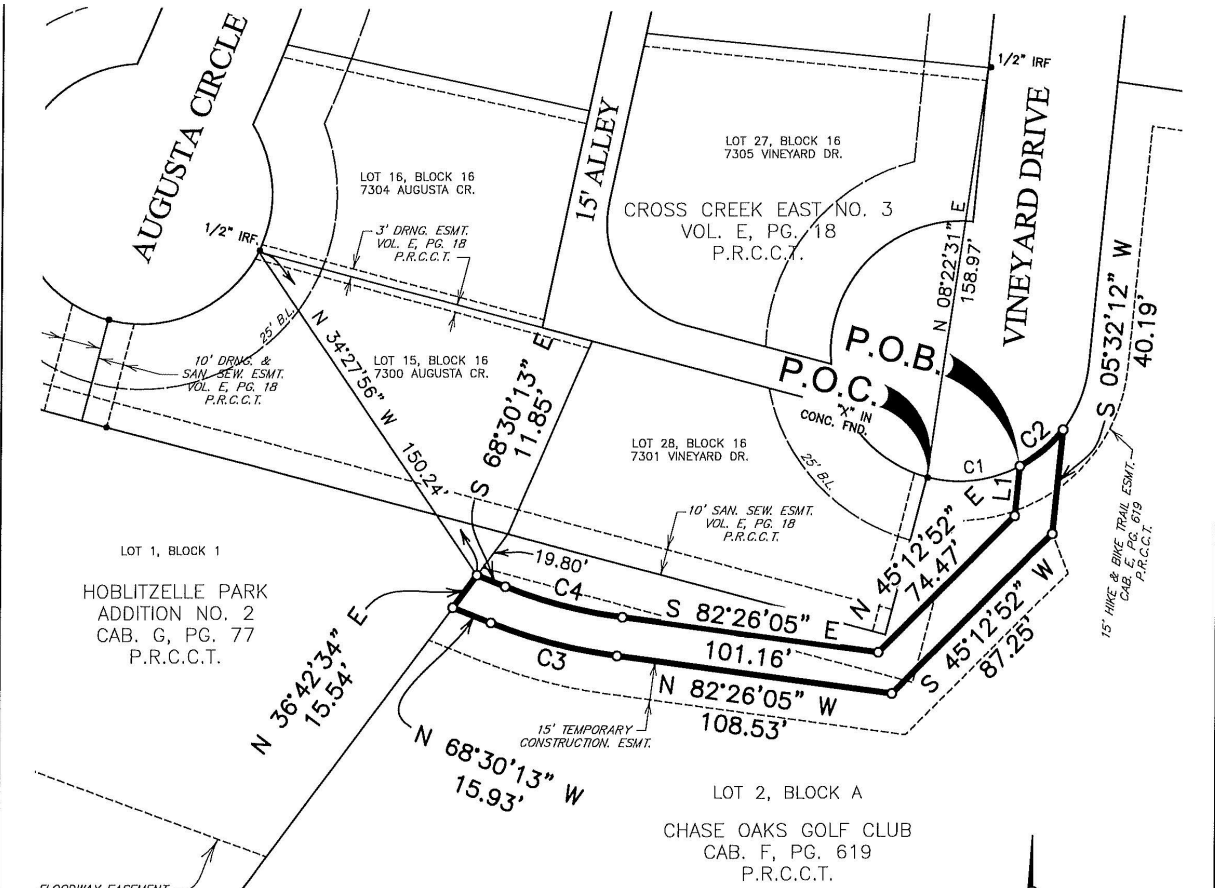
JONES | CARTER

Telephone 972-488-3880 Ext. 7177

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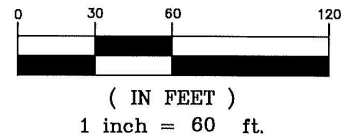
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 COLLIN COUNTY, TEXAS

JOB #: 0D131-0003 BAS/EM PAGE: 3 OF 3

K:\0D131\0D131-0003-00 Water Rehabilitation Cross Creek East #311 Summer Block 16A File\EXHIBIT WATER LINE EASEMENT AGREEMENT.DWG

Exhibit "B"

FIELD NOTES
CHASE OAKS GOLF CLUB
TEMPORARY CONSTRUCTION EASEMENT

BEING a 0.198 acre tract of land situated in the Joseph Russell Survey, Abstract No. 775, Collin County Texas, and being a part of a called 76.600 acre tract of land described in deed to City of Plano, recorded in Volume 5776, Page 2535 of the Deed Records of Collin County, Texas (D.R.C.C.T.), also being part of Lot 2, Block A, of Chase Oaks Golf Club, recorded in Cabinet F, Page 619 of the Plat Records of Collin County, Texas (P.R.C.C.T.), and being more particularly described as follows:

COMMENCING at a "X" cut in concrete found for the northeast corner of Lot 28, Block 16 of Cross Creek East No. 3 as recorded in Volume E, Page 18 P.R.C.C.T., and being in the southerly right of way line of Vineyard Drive, from which a 1/2" iron rod found for the northeast corner of Lot 27, Block 16 bears North 08 Degrees 22 Minutes 31 Seconds East, a distance of 158.97 feet;

THENCE South 66 Degrees 06 Minutes 20 Seconds East, departing the southerly line of Vineyard Drive, over and cross said Lot 2, Block A, a distance of 53.35 feet to the **POINT OF BEGINNING** of the herein tract described;

THENCE continuing over and across said Lot 2, Block A, the following courses:

North 05 Degrees 32 Minutes 12 Seconds East, a distance of 40.19 feet to a point for corner in the East line of Vineyard Drive for the beginning of a curve to the left;

Northeasterly, along said curve to the left having a central angle of 31 Degrees 21 Minutes 06 Seconds, a radius of 50.00 feet, an arc distance of 27.36 feet and a chord bearing and distance of North 21 Degrees 10 Minutes 25 Seconds East, 27.02 feet to a point for corner;

North 05 Degrees 31 Minutes 06 Seconds East, along said East line of Vineyard Drive a distance of 19.04 feet to a point for corner;

South 87 Degrees 12 Minutes 20 Seconds East, a distance of 4.84 feet to a point for corner at the beginning of a curve to the right;

Southeasterly, along said curve to the right having a central angle of 14 Degrees 43 Minutes 31 Seconds, a radius of 176.29 feet, an arc distance of 45.31 feet and chord bearing and distance of South 05 Degrees 12 Minutes 03 Seconds East, 45.18 feet to a point for corner;

South 03 Degrees 16 Minutes 43 Seconds West, a distance of 72.45 feet to a point for corner for the beginning of a curve to the right;

Southwesterly, along said curve to the right having a central angle of 65 Degrees 31 Minutes 04 Seconds, a radius of 50.58 feet, an arc distance of 57.84 feet and chord bearing and distance of South 43 Degrees 36 Minutes 48 Seconds West, 54.74 feet to a point for corner for the beginning of a curve to the right;

Southwesterly, along said curve to the right having a central angle of 13 Degrees 01 Minute 49 Seconds, a radius of 173.67 feet, an arc distance of 39.50 feet and chord bearing and distance of South 82 Degrees 41 Minutes 45 Seconds West, 39.41 feet to a point for corner;

North 89 Degrees 35 Minutes 47 Seconds West, a distance of 59.69 feet to a point for corner for the beginning of a curve to the right;

Northwesterly, along said curve to the right having a central angle of 22 Degrees 06 Minutes 24 Seconds, a radius of 146.87 feet, an arc distance of 56.67 feet, and a chord bearing and distance of North 79 Degrees 12 Minutes 42 Seconds West, 56.32 feet to a point for corner for the beginning of a curve to the left;

Northwesterly, along said curve to the left having a central angle of 09 Degrees 07 Minutes 49 Seconds, a radius of 323.26 feet, an arc distance of 51.51 feet, and chord bearing and distance of North 69 Degrees 46 Minutes 53 Seconds West, 51.46 feet to a point for corner;

North 68 Degrees 39 Minutes 16 Seconds West, a distance of 21.97 feet to a point for corner in the easterly line of a tract of land described in deed to the City of Plano, also being known as Lot 1, Block 1 of Hoblitzelle Park Addition No. 2, recorded in Cabinet C, Page 77 of the P.R.C.C.T.;

THENCE North 36 Degrees 42 Minutes 34 Seconds East, along the common line between said Lot 1, Block 1 and Lot 2, Block A, a distance 15.15 feet to a point for corner;

THENCE departing said common line, over and across said Lot 2, Block A, the following courses:

South 68 Degrees 30 Minutes 13 Seconds East, a distance of 15.93 feet to the beginning of a tangent curve to the left;


Southeasterly, along said tangent curve to the left having a central angle of 13 Degrees 55 Minutes 52 Seconds, a radius of 200.00 feet, an arc distance of 48.63 feet and a


chord bearing and distance of South 75 Degrees 28 Minutes 09 Seconds East, 48.51 feet to a point for corner;

South 82 Degrees 26 Minutes 05 Seconds East, a distance of 108.53 feet to a point for corner;

North 45 Degrees 12 Minutes 52 Seconds East, a distance of 87.25 feet to the **POINT OF BEGINNING** and containing 8,610 square feet or 0.198 acres of land more or less.

Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202.


Eduardo Martinez
Registered Professional Land Surveyor No. 5274




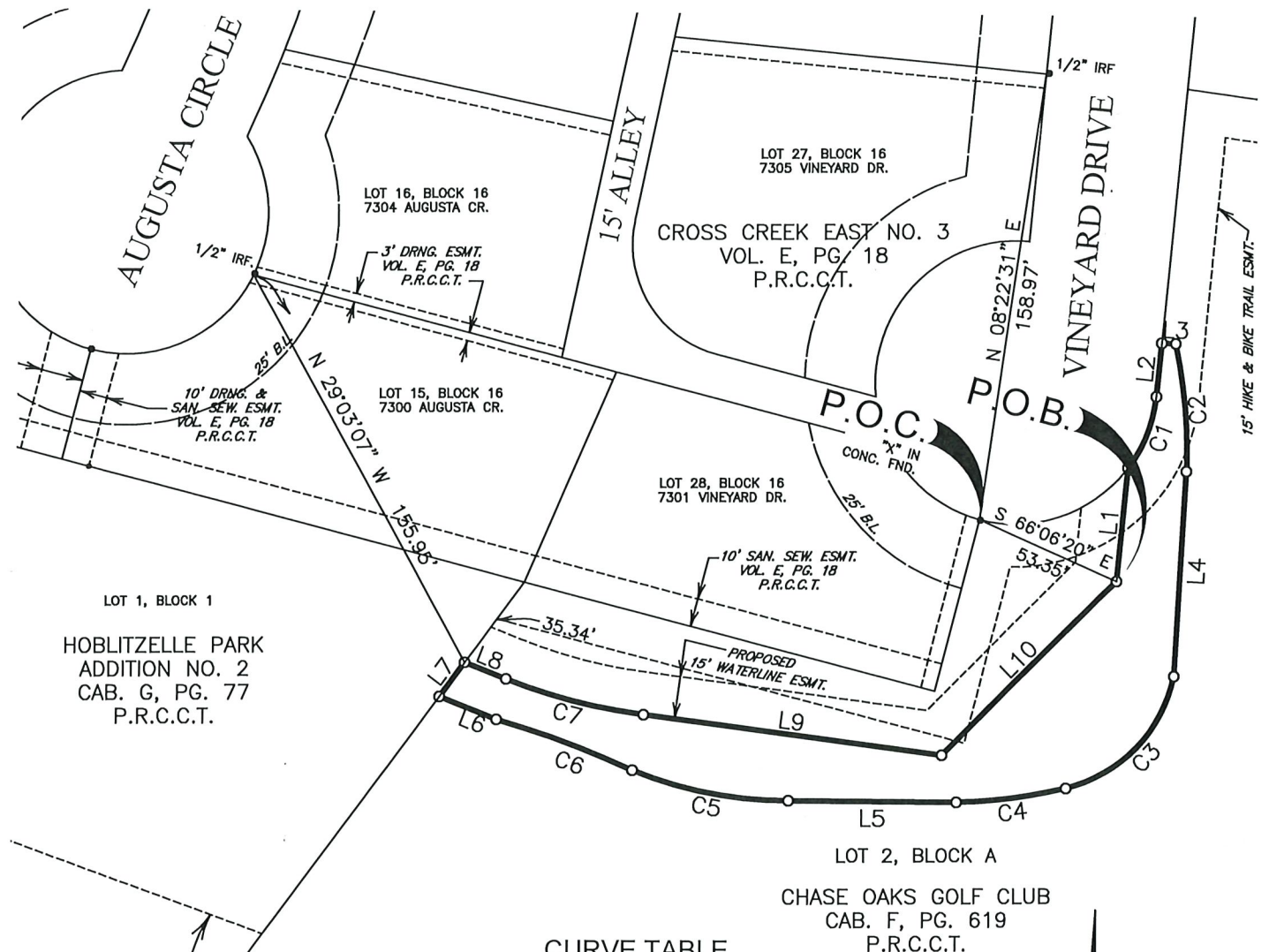
 **QUIDDITY**
Telephone 972-488-3880 Ext. 7177
Texas Board of Engineers and Land Surveyors
Engineer Registration No. F-23290
Survey Registration No. 10046100

EXHIBIT "A"



CURVE TABLE

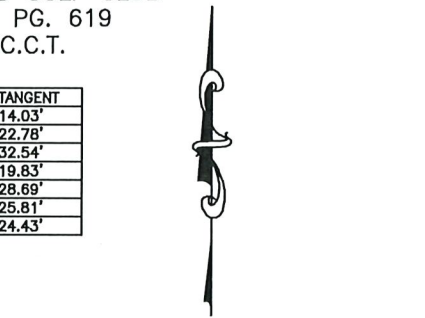
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	50.00'	27.36'	27.02'	N 21°10'25" E	31°21'06"	14.03'
C2	176.29'	45.31'	45.18'	S 05°12'03" E	14°43'31"	22.78'
C3	50.58'	57.84'	54.74'	S 43°36'48" W	65°31'04"	32.54'
C4	173.67'	39.50'	39.41'	S 82°41'45" W	13°01'49"	19.83'
C5	146.87'	56.67'	56.32'	N 79°12'42" W	22°06'24"	28.69'
C6	323.26'	51.51'	51.46'	N 69°46'53" W	9°07'49"	25.81'
C7	200.00'	48.63'	48.51'	S 75°28'09" E	13°55'52"	24.43'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 05°32'12" E	40.19'
L2	N 05°31'06" E	19.04'
L3	S 87°12'20" E	4.84'
L4	S 03°16'43" W	72.45'
L5	N 89°35'47" W	59.69'
L6	N 68°39'16" W	21.97'
L7	N 36°42'34" E	15.15'
L8	S 68°30'13" E	15.93'
L9	S 82°26'05" E	108.53'
L10	N 45°12'52" E	87.25'

LEGEND:

- D.R.C.C.T. DEED RECORDS COLLIN COUNTY, TEXAS
- R.P.R.C.C.T. REAL PROPERTY RECORDS COLLIN COUNTY, TEXAS
- POB POINT OF BEGINNING
- POC POINT OF COMMENCING
- CM CONTROL MONUMENT
- IRF IRON ROD FOUND



(IN FEET)
1 inch = 60 ft.

TEMPORARY CONSTRUCTION EASEMENT

BEING 0.198 ACRES
OUT OF THE
JOSEPH RUSSELL SURVEY, ABSTRACT NO. 775
CITY OF PLANO
COLLIN COUNTY, TEXAS

JOB #: 0D131-0003 BAS/EM PAGE: 4 OF 4



Texas Board of Professional Engineers and Land Surveyors
Registration Nos. F-23290 & 10046100
2805 Dallas Parkway, Suite 600 Plano, TX 75093 972-488-3880

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	January 24, 2023
AGENDA CAPTION:	Award Bid and authorize the City Manager to execute an agreement with Sweeping Corporation of America, LLC, for annual street sweeping services for \$150,000 with an option for two (2) one-year renewals.
STAFF RESOURCE:	Ray Yarbrough, Assistant Director of Community Services
STRATEGIC PLANNING GOAL:	High-Performing City Team Providing Resident-Focused Services.

BACKGROUND

The City performs street sweeping on a regular basis on arterials, signalized intersections on arterial streets, residential collector streets, and in City facility parking lots. Our past contract ended and purchasing conducted a procurement to secure a new annual contract for these services.

Purchasing received three (3) responsive bids as shown on the Bid Tab in the attached document.

Based on the estimated annual quantities of various sweeping services provided in the Request for Proposal, the Sweeping Corporation of America was selected for bid award as they are the lowest, most responsible bidder to perform the required services.

BUDGETARY IMPACT

Street sweeping funding is budgeted in the drainage enterprise fund. Street sweeping is one of our requirements in our Texas Pollution Discharge Elimination System (TPDES) permit from the State of Texas. The drainage fund has \$170,000 budgeted in FY23 for payment of these services.

STAFF RECOMMENDATION

Staff recommends the City Council award bid and authorize the City Manager to execute an agreement with Sweeping Corporation of America, LLC, for provision of annually budgeted street sweeping services in an amount not to exceed \$150,000 with an option for two (2) one-year renewals.

MOTION

I make a motion to award bid and authorize the City Manager to execute an agreement with Sweeping Corporation of America, LLC, for annual street sweeping services for \$150,000 with an option for two (2) one-year renewals.

ATTACHMENT(S)

[Agreement - Sweeping Corporation of America](#)

Bid Tab

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR SERVICES

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Sweeping Corporation of America, LLC, a Tennessee Limited Liability Company (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Contractor as an independent contractor, and not as an employee, to provide the labor, goods, materials, equipment and services (collectively the “Services”) described in the Contract Documents (hereinafter defined) for Street Sweeping Services (the “Project”); and

WHEREAS, the Contractor desires to provide the labor, goods, materials, equipment, installation and services described in the Contract Documents in accordance with the terms and conditions set forth in this Agreement (hereinafter defined as the “Work”); and

WHEREAS, the City has procured this Agreement through RFP No. 2023-11-14;

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

Article I
Term; Termination

1.1 Term. The term of this Agreement shall commence on the last date of execution hereof February 1, 2023 (the “Effective Date”) and continue until the completion of the Services by the Contractor unless sooner terminated as provided herein.

1.2 Termination. This Agreement may be terminated upon any one of the following:

- (a) by written agreement of the Parties;
- (b) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; or
- (c) upon written notice by City, if the Contractor suffers an event of Bankruptcy or Insolvency (for purpose of this section “Bankruptcy or Insolvency” shall mean the dissolution or termination of Contractor’s existence as a going business, insolvency, appointment of receiver for any part of Contractor’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the

commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and such proceeding is not dismissed within ninety (90) days after the filing thereof);

Article II Scope of Work; Contract Documents

2.1 The Contract Documents shall include the documents identified below and are incorporated herein for all purposes. The Contract Documents are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence:

- A. This Agreement;
- B. The Contractor's Proposal attached hereto.

2.2 Contractor shall perform the Work (hereinafter defined) as set forth in the Contract Documents.

Article III Project Scope of Work

3.1 General. Contractor shall perform the "Work" required, implied or reasonably inferable from the Contract Documents for the Services. The term "Work" shall mean whatever is done by the Contractor or required of the Contractor to perform and complete its duties under this Agreement including but not limited to the furnishing of any requested insurance, and the provision and furnishing of labor, supervision, goods, services, materials, tools, fuel, equipment and permits required by this Agreement necessary unless otherwise specified in the Contract Documents.

3.2 Notice to Proceed. Contractor shall not commence the Work necessary until receipt of a written notice to proceed from the City unless otherwise provided in the Contract Documents. Contractor shall commence the Work required under the Contract Documents within ten (10) calendar days after receipt of the City written notice to proceed. Any Work performed or expenses incurred by Contractor prior to Contractor receipt of the written notice to proceed shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.3 Change Orders.

(a) City, may from time to time, authorize change orders after the performance of the Work under the Contract has commenced necessary to decrease, increase the quantity of Work to be performed or materials, equipment or supplies to be furnished by the Contractor.

(b) The execution of a change order by the Contractor shall constitute the Contractor's agreement to the ordered changes to the Work under the Contract Documents. Contractor by executing the change order waives and releases any claim against the City for additional time or compensation relating to the Work included in the change order.

(c) Any Work performed, or expenses incurred by Contractor prior to execution of the approved change order shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.4 Cleaning the Project Site. Contractor shall perform the Project work for the City and the results shall fall within street sweeping industry standards upon completion. Upon completion of the Project Work, Contractor shall cause the disposal of all debris at a TCEQ approved landfill. Contractor shall cause the restoration of all property damaged during the prosecution of the Project Work and shall leave the Project Site in a clean and presentable condition (within street sweeping industry standards). The Project Work compensation has been considered and included in the Project Price. No additional payment shall be made by the City for any additional work without prior written approval.

3.5 Suspension or Stoppage of Work.

(a) City shall have the right to immediately suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable considerations considered unfavorable for the proper prosecution of the Work or for failure of the Contractor to carry out the instructions from the City or if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action. During any period in which the Contractor shall not be compensated for periods of delay caused by suspension of Work by City. If Work is suspended due to no fault of Contractor, an extension of time shall be granted by City by change order upon written application, which extension shall not be unreasonably denied.

(b) If Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, or if City has sufficient reason to believe that Contractor is not and will not complete the Work by the scheduled date for completion or if the best interests of the public health, safety or welfare so require, City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

3.6 Contractor Representations. Contractor represents and covenants that its forces can perform the Work for the Project and agrees to work simultaneously with any representatives assigned by or contracted by the City, as a part of the Project to ensure continuity of Project Work.

3.7 Contractor Representative. Contractor agrees to provide a representative on the Project site at all times Work is being performed, for communication with the City, receiving materials and equipment, directing Contractors Work, and to provide daily Project clean-up.

3.8 Compliance with applicable law. Contractor shall and shall cause its employees and sub-contractors to comply with all personnel safety programs applicable for the Project Work and to keep the Project area clean and free from debris on a daily-basis, and to keep noise and obnoxious odors to a minimum. Personnel safety programs include but are not limited to protective eyewear;

protective clothing; appropriate footwear; ear protection; hard hat, and reflective vest. The Contractor shall comply with all applicable federal, State, and local laws regarding occupational safety and health, as well as providing protection of the environment. This shall include but is not limited to compliance with the U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and the U.S. Environmental Protection Agency (EPA) guidelines and regulations.

3.9 Project Work Disturbance. In the event Project work by the Contractor and/or its subcontractors disrupts any City service, causes damage to City property, or causes harm to any person, Contractor agrees, at its sole cost and expense, to immediately contact the City Project Manager, while providing appropriate emergency response, including but not limited to, calling police, fire and/or the appropriate utility company regarding service.

3.10 Criminal Backgrounds. From time to time, at its sole discretion, the City may require criminal background checks on Contractor and its employees (and its sub-contractors and its employees) who will be performing after-hours Work, and/or require access to Public Safety or City facilities, technology rooms, or secure areas. Criminal background checks are conducted in accordance with Department of Public safety regulations at no charge to the Contractor. All information obtained as part of the criminal background process is kept strictly confidential. Contractor agrees to submit and cause its employees (and to cause its sub-contractor and its employees) to the criminal background process, if required by the City. All decisions regarding Contractor and its employees (and its sub-contractor and its employees) access to City facilities are final.

3.11 Contractor Conduct. Contractor (and its sub-contractors) representatives, and employees shall conduct themselves in a professional and workmanlike manner at all times when performing the Work and on the Project site, including wearing appropriate clean work attire consistent with the type of work being performed, and hard hat, reflective vest, and protective eyewear when required by the Contract Documents. The use of any tobacco product, including smokeless tobaccos, vapor and E-cigarettes, inside City facilities is prohibited. Smoking is permitted outside of City facilities, in designated smoking areas, if at least 50-feet from any facility door. City shall cause the removal of, and, to require Contractor to remove Contractor's (and its sub-contractor's) employees from the Project site if in violation of the foregoing standards.

Article IV Compensation and Method of Payment

4.1 General.

(a) Contract Price. City shall pay, and Contractor shall accept, as full and complete payment for the Work required under the Contract Documents a total amount not to exceed One Hundred Fifty Thousand and No Cents (\$150,000.00) (the "Contract Price") to be paid as set forth herein.

(b) Payment of the Contract Price. Unless otherwise provided in the Contract Documents the Contractor shall be paid on a monthly-basis within thirty (30) days after City receipt of the

Contractor's detailed monthly itemized invoice for Work and City verification of the work and Services set forth in the Contractor's monthly invoice. Contractor shall submit a monthly invoice on or before the 5th calendar day of each month beginning with the first calendar month following the date of the City notice to proceed for the Work provided during the previous ending calendar monthly period, in a form prescribed by the City of Allen, if applicable. The Contractor's detailed monthly itemized invoice shall, at a minimum include and show the Contract Price, the billing period, Project name, contract number issued by the City, amount of Work complete, percentage of the Work completed, the amount of Work being invoiced, amount of any City approved change orders and the amount of the Contract Price remaining to be paid.

4.2 Project Records and Audits. Contractor shall keep, and cause each sub-contractor to keep, a complete and accurate record to document the performance of the Work and to expedite any audit that might be conducted by City. Contractor shall maintain, and cause each contractor to maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement for the Work; and Contractor shall make, and cause each contractor to make such materials available to City for review and inspection during the term of this Agreement and for a period of two (2) years from the date of City acceptance of the Work, or until any pending litigation or claims are resolved, whichever is later.

4.3 No Damages for Delay. No claim shall be made by the Contractor to City, and no damages, costs or extra compensation shall be allowed or paid by City to Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Agreement. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change order. Should the Contractor be delayed by an act of City, or should City order a stoppage of the Work for insufficient cause, an extension of time shall be granted by the City by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Work under this Agreement. Should the City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of the Work required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed in writing by the Parties.

5.2 To the extent reasonably necessary for the Contractor to perform the Work under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the Work under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 Contractor shall furnish the facilities, equipment and personnel necessary to perform the Work required under this Agreement unless otherwise provided herein, without relying on City resources for water, sewage disposal, cleaning, or any other waste disposal.

Article VI Miscellaneous

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

6.2 Assignment. The Contractor may not assign this Agreement, without the prior written consent of the City.

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

If intended for City, to:

Eric Ellwanger
 City Manager
 City of Allen, Texas
 3rd Floor, Allen City Hall
 305 Century Parkway
 Allen, Texas 75013
 214.509.4110 - telephone
 214.509.4118 - fax

With a copy to:

Peter G. Smith
 City Attorney
 Nichols, Jackson, Dillard,
 Hager & Smith, L.L.P.
 1800 Ross Tower
 500 North Akard Street
 Dallas, Texas 75201
 214.965.9900 – telephone
 214.965.0010 – facsimile

If intended for Contractor:

Sweeping Corporation of America, LLC
 Attn: Jaryd Keesee
 9000 Trinity Blvd
 Hurst, Texas 76053
 216.777.2750 - telephone
 216.260.2339 - fax

6.9 Insurance.

(a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, and minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to City and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 covering all of Contractor's employees involved in the provision of services under this Agreement and shall contain an Alternate Employer Endorsement to include the City being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to the City and attached to the Certificate of insurance signed by person authorized by the insurer to confirm coverage on its behalf; and (iv) Excess Liability Insurance with a limit of not less than \$2,000,000.00. Such policy shall be in excess of the commercial general liability insurance, automobile insurance and employer's liability

insurance. This insurance shall be primary to any policy or policies carried by or available to City and shall be provided on a “following form basis.

(b) All policies of insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance and (3) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, and/or material changes of the policies of the insurance. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements Contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of the Work and upon request by the City.

(e) Contractor shall cause its subcontractors performing the Work to obtain and maintain the insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE WORK OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS COUNCIL, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS “CITY”) FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY’S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS’ FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR’S NEGLIGENT PERFORMANCE OF THE WORK UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS, SUBCONTRACTORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES

ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY DEFENDS, INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, INCURRED BY CITY IN CONNECTION WITH ANY ACTION AGAINST CITY FOR PERSONAL INJURY OF ANY EMPLOYEE OF THE CONTRACTOR OR ANY OF CONTRACTOR'S SUB-CONTRACTORS AND CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF CITY.

6.11 Debarment and Suspension.

(a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If during the Agreement period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.

(c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the contract.

(d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of

any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.14 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Consultant is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.15 Prohibition of Boycott of Energy Companies. By accepting this purchase order, Vendor verifies that is does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.16 Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations. By accepting this purchase order, Vendor verifies that is does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2023.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 9th day of January, 2023.

SWEEPING CORPORATION OF AMERICA, LLC

By:  _____
Matthew Spencer, Chief Executive Officer

EXHIBIT A



2023-11-14 Addendum 1 Sweeping Corporation of America, LLC. Supplier Response

Event Information

Number: 2023-11-14 Addendum 1
Title: Street Sweeping Services
Type: Request for Proposal
Issue Date: 11/6/2022
Deadline: 12/8/2022 02:00 PM (CT)

Notes: The City of Allen (City) is soliciting proposals to establish an annual fixed price contract for Street Sweeping Services, as specified. The contract will be awarded to the offeror offering the best value to the City, based on the criteria defined herein.
This Statement of Objectives (SOO) identifies the broad, basic, top-level objectives of the acquisition and is used as a focusing tool for both the City of Allen and offerors. While requirements are listed, it is the City's intent to provide maximum flexibility to allow for each offeror to propose an innovative approach that it believes meets the requirements and should be considered by the City.

Contact Information

Contact: Rene J. Jaime, Buyer
Address: Purchasing
305 Century Parkway
Allen, TX 75013
Phone: 214 (509) 4633
Fax: 204 (509) 4675
Email: Rene.Jaime@cityofallen.org

Sweeping Corporation of America, LLC. Information

Contact: Jaryd Keesee
Address: 9000 Trinity Blvd
Hurst, TX 76053
Phone: (216) 777-2750
Fax: (216) 260-2339
Email: bids@sweepingcorp.com
Web Address: www.sweepingcorp.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Jaryd Keesee

Signature

Submitted at 12/7/2022 04:04:47 PM (CT)

bids@sweepingcorp.com

Email

Requested Attachments

Price Sheet

Price Sheet-Street Sweeping RFP 2023-11-14.xlsx

Please complete the bid sheet in attachment. "Price Sheet-Street Sweeping RFP 2023-11-14."

Addenda 1 Acknowledgement

Addendum 1 112222-Signed.pdf

Response Attachments

RFP 2023-11-14 Street Sweeping Services-Submission Docs.pdf

Solicitation Documents

SCA Allen, TX Bid 2023-11-14 Response.pdf

Proposal

Bid Attributes

1 Instructions

Required forms can be downloaded from the 'attachments' tab of the eBid solicitation. Documents are to be uploaded as part of the bid submittal or offer in the 'response attachments' section. Call the Purchasing Office with any questions or assistance regarding the eBid system.

2 Proof of Insurance

Submit proof of insurance that meets the City's minimum insurance requirements. An insurance certificate naming the City as additional insured is to be furnished upon award by the successful bidder or offerer. A waiver of subrogation must apply to all lines. The Certificate Holder box will read as follows: City of Allen, 305 Century Pkwy, Allen, TX 75013.

COMPLETE (COMPLETE)

3	<p>Bid Endorsement</p> <p>The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.</p> <p>Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.</p> <p><input type="text" value="I acknowledged"/></p>
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4	<p>Affidavit of No Prohibited Interest Form</p> <p><input checked="" type="checkbox"/> COMPLETE (COMPLETE)</p>
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5	<p>Conflict of Interest Questionnaire Form</p> <p><input checked="" type="checkbox"/> COMPLETE (COMPLETE)</p>
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6	<p>1295 Form</p> <p>Form must be completed online, https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</p> <p><input checked="" type="checkbox"/> COMPLETE (COMPLETE)</p>
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7	<p>Bidders Qualification Statement</p> <p><input checked="" type="checkbox"/> Bidders Qualification Statement (Bidders Qualification Statement)</p>
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8	<p>Supplemental Information</p> <p><input checked="" type="checkbox"/> Supplemental Information (Supplemental Information)</p>
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9	<p>Cooperative Contracts</p> <p>COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser’s Forum, each entity wishing to participate must have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.</p> <p>IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?</p> <p><input type="text" value="No"/></p>
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10	<p>Section</p> <p>VENDOR REFERENCES</p>
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11	<p>References</p> <p>List multiple references and prior experience; preferably with other governmental agencies, in the last 3 – 5 year period; work or services in the same type and size to the project being proposed.</p>
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12	<p>Reference 1</p>
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1 3	Reference Name Bobby Kinser
--------	---------------------------------------

1 4	Reference Company Name City of Richardson, TX
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1 5	Reference Business Address 2100 E. Campbell Rd. Richardson, TX 75081
--------	--

1 6	Reference Phone Number (214) 908-4446
--------	---

1 7	Reference Email Address Bobby.kinser@cor.gov
--------	--

1 8	Description of Services Performed and Dates of Service Describe the services performed and provide the beginning and completion dates of the project. Municipal Street Sweeping
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1 9	Reference 2
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2 0	Reference Name Bharati Maskey
--------	---

2 1	Reference Company Name City of Grand Prairie, TX
--------	--

2 2	Reference Business Address 300 W Main Street Grand Prairie, TX 75050
--------	--

2 3	Reference Phone Number (972) 237-4566
--------	---

2 4	Reference Email Address bmaskey@gptx.org
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2 5	Description of Services Performed and Dates of Services Describe the services performed and provide the beginning and completion dates of the project. Municipal Street Sweeping
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2 6	Reference 3
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2 7	Reference Name Bill Lankford
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2 8	Reference Company Name City of Bedford, TX
2 9	Reference Business Address 2000 Forest Ridge Drive Bedford, TX 76021
3 0	Reference Phone Number (817) 952-2251
3 1	Reference Email Address Bill.lankford@bedfordtx.gov
3 2	Description of Services Performed and Dates of Services Describe the services performed and provide the beginning and completion dates of the project. Municipal Street Sweeping
3 3	List any fees or charges not otherwise listed The City will not pay for charges not disclosed in the offer. N/A
3 4	What is the average lead time for orders? 2
3 5	What is the average number of days between order and delivery? 2
3 6	Is your business location within 50 miles of the City of Allen, Texas? <input checked="" type="checkbox"/> Yes (Yes) <input type="checkbox"/> No (No)



**PRICE SHEET - REQUEST FOR PROPOSAL 2023-11-14
STREET SWEEPING SERVICES**

Line #	Description	Annual Estimate QTYs	UOM	Sweeping Corporation of America	
				Unit	Unit Price
1	Street Sweeping- Day	800	Curb Mile	\$42.25	\$33,800.00
2	Street Sweeping- Night	1500	Curb Mile	\$42.25	\$63,375.00
3	Parking Lots- Nights	105	Each	\$85.50	\$8,977.50
4	Intersection Sweeping -Nights	345	Each	\$125.00	\$43,125.00
5	Emergency Response (4- hour minimum)	350	Curb Mile	\$125.00	\$43,750.00
	Grand Total				\$193,027.50

Grand Total

One Hundred Ninety Three Thousand Twenty Seven Dollars and Fifty Cents

Final Price Sheet



GENERAL INFORMATION

CITY OF ALLEN, TEXAS
BIDS WILL BE ACCEPTED IN THE OFFICE OF THE PURCHASING MANAGER

REQUEST FOR PROPOSAL
2023-11-14
Street Sweeping Services

PROPOSALS ARE DUE TO THE
PURCHASING DIVISION PRIOR TO:

DECEMBER 08, 2022 @ 2:00 P.M.

ELECTRONIC RESPONSES SUBMITTED THROUGH
IONWAVE E-BID SYSTEM ARE RECOMMENDED

<http://allentx.ionwave.net>

NO LATE BIDS WILL BE ACCEPTED
FACSIMILE OR E-MAILED BIDS WILL NOT BE ACCEPTED

PROPOSAL PACKAGES
MAY BE DELIVERED OR MAILED TO:

CITY OF ALLEN PURCHASING DIVISION
305 CENTURY PARKWAY
ALLEN, TX 75013

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE CONTACT:

Rene J. Jaime, Buyer 214-509-4633

INDEX

SECTION I	NOTICE TO OFFERORS
SECTION II	GENERAL TERMS & CONDITIONS
SECTION III	SPECIFICATIONS & REQUIREMENTS
SECTION IV	EVALUATION CRITERIA
SECTION V	PRICING
SECTION VI	EXHIBITS:
	1. INSURANCE REQUIREMENTS
	2. AFFIDAVIT NO PROHIBITED INTEREST
	3. CONFLICT OF INTEREST
	4. BIDDERS QUALIFICATION STATEMENT
	5. SUPPLEMENTAL INFORMATION
	6. SAMPLE CONTRACT

**SECTION I
NOTICE TO OFFERORS**

1.1 INTRODUCTION

Section I provides general information to potential proposers on subjects such as where to submit proposals, number of copies, amendments, proprietary information designation, and other similar administrative elements.

1.2 SUBMISSION OF PROPOSAL

Electronic responses submitted via our online bidding system (<http://allentx.ionwave.net>) are the preferred method of receiving responses for this solicitation. All proposals will be sealed and received by the City of Allen Purchasing Office. Proposals shall be in one envelope clearly marked: Bid Number, Title, and Opening Date on the outside of the envelope containing the bid.

**REQUEST FOR PROPOSAL
2023-11-14
Street Sweeping
Services**

Sealed offers are to be submitted to:
City of Allen
Purchasing Department
305 Century Parkway
Allen, TX 75013

**NO LATE OFFERS WILL BE ACCEPTED
FACSIMILE / EMAIL PROPOSALS WILL NOT BE ACCEPTED**

There will not be a public opening for this solicitation, as this is a request for proposal.
A list of submitting vendors will be available after the due date.

1.3 PRE-PROPOSAL MEETING

A pre-proposal meeting is scheduled for Tuesday, November 15, 2022 at 9:00 A.M. To participate, call in to the teleconference by dialing toll number 1-830-476-3317 and use the following dial-in code: 887 571 914# or join on your computer [Click here to join the meeting](#)

1.4 NUMBER OF COPIES

Proposer shall submit one original set of bid documents. This will greatly facilitate the evaluation process. The proposal shall remain the property of the City of Allen.

1.5 PROPOSAL INFORMATION

All questions regarding proposal preparation, the selection process, specifications and interpretations of the terms and conditions of the bid shall be submitted in writing. Any addenda will be issued no later than three (3) calendar days prior to the deadline for submission of offers.

Costs for developing/producing proposal response and possible subsequent interview or presentation are entirely the obligation of the proposer and shall not be chargeable in any manner to the City of Allen.

All proposals will be reviewed and evaluated by City staff. The City reserves the right to evaluate each proposal on a separate and individual basis, to invite selected firms to make personal presentations to staff. The City further reserves the right to reject any and all proposals submitted, or accept a proposal deemed most advantageous to the City.

If an emergency or unanticipated event interrupts normal City processes so as to cause postponement of the scheduled bid opening, the time specified for receipt of bids will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal City processes resume or to such other date and time as may be provided by the Procurement Services Office in a written notice to bidders."

1.6 DISCLOSURE OF RESPONSE

All information submitted in an accepted response must be retained by the City of Allen for the period specified in the City of Allen's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by the City of Allen to the extent permitted by state law. The City of Allen merely raises the exception on behalf of the vendor. The City of Allen takes no legal position on disclosure. The City of Allen will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

1.7 CERTIFICATE OF INTERESTED PARTIES

Government Code § 2252.908 Disclosure of Interested Parties (Form 1295)

The statute applies to all city contracts entered into after December 31, 2015 that have a value of \$100,000 or greater. The statute requires business entities entering into such contracts to disclose the interested parties to the contract. A "business entity" is any entity recognized by law through which business is conducted, including a partnership, corporation, or sole proprietorship. "Interested parties" include a person who has a controlling interest in the business entity or who actively participates in facilitating the contract or negotiating the terms of the contract (including a broker, intermediary, advisor, or attorney for the business entity). The business entity disclosure must be on a 1295 form prescribed by the Texas Ethics Commission (see Exhibits attached to this solicitation). The rules and form have been adopted by the Texas Ethics Commission and has been posted on its Internet web site Texas Ethics Commission. https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The disclosure must be submitted to the city at the time the business entity submits the signed contract to the city (as opposed to some point prior to award and selection of the contractor/vendor). Not later than 30 days after the date the city receives the disclosure, the city shall submit a copy of the disclosure to the Texas Ethics Commission.

1.8 ADDENDUMS/AMENDMENTS

Any interpretations, corrections and/or changes to a bid solicitation or extensions to the opening date will be made by addenda to the respective document when necessary. An addendum will be published and distributed by email to all that are known to have received a copy of the bid and related specifications. However, it shall be the sole responsibility of the bidder to verify issuance/non-issuance of addenda and to check all avenues of document availability prior to opening date and time to ensure bidder's receipt of any addenda issued. No addenda will be issued 3 days prior to bid opening. Any addenda issued within 3 working days of the bid opening will automatically delay the bid opening by one week. Bidders will be notified of the new bid opening time and date as determined by the City of Allen Purchasing Department.

The offeror is required to acknowledge receipt of any amendments by submitting a signed copy of each amendment issued. Signed copies must be submitted as part of the signed proposal submittal.

1.9 ACCEPTANCE

Any offer received shall be considered an offer, which may be accepted by the City of Allen based on initial submission without discussions or negotiations. By submitting an offer in response to this solicitation the proposer agrees that any offer it submits may be accepted by the City of Allen at any time within 90 days from the close date.

The City of Allen reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received, and/or to accept any portion of the offer if deemed in the best interest of the City of Allen. Failure of the proposer to provide in its offer any information requested in the bid may result in rejection for non-responsiveness.

Responsive Bidder/Proposer

A bid or proposal that fully conforms in all material respect to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all its requirements, including all form and substance.

Responsible Bidder/Proposer

A business entity or individual who has the capability and financial and technical capacity to perform the requirements of the solicitation and subsequent contract. Responsible bidders/proposers shall not have been convicted of, or pled guilty to, crimes involving procurement fraud or damage to the environment during the previous five years and shall not currently be included on any list of debarred or suspended business entities or individuals.

1.10 AWARD

The City of Allen intends to make an award using the evaluation criteria and other factors as indicated in this solicitation.

1.11 CONTRACT ADMINISTRATION

The City of Allen Community Services Department together with the Purchasing Division shall be responsible for administration of this purchase for compliance with the interpretation of scope, schedule, billings, requirements, and budget.

1.12 SUBSTANTIVE PROPOSALS

The respondent shall certify (a) that the bid submittal is genuine and is not made in the interest of, or on behalf of, any undisclosed person, firm, or corporation; (b) that has not directly or indirectly induced or solicited any other respondent to put in a false or sham bid; (c) that has not solicited or induced any other person, firm, or corporation from proposing; and (d) that has not sought by collusion to obtain for himself any advantage over any other respondents or over the City of Allen.

The City of Allen may make such investigations as it deems necessary to determine the ability of the bidder to provide satisfactory performance in accordance with bid requirements, and the respondent shall furnish to the City all such information and data for this purpose.

Minimum standard for responsible prospective bidders is as follows:

- Have adequate financial resources, or the ability to obtain such resources
- Be able to comply with the required or proposed

- schedules and project requirements
- Competitive pricing
- Have a satisfactory record of performance for contracts of similar scope (complete attached reference sheet)
- Have a satisfactory record of integrity and ethics
- Completeness and thoroughness of bid submittal

REQUIRED FORMS TO BE RETURNED WITH BID SUBMITTAL

- Certificate of Insurance or Insurance Requirement Affidavit
- Affidavit of No Prohibited Interest
- Bidders Qualification Statement
- Supplemental Information
- Bid Form (Pricing stated in both script and figures).
- Bid Endorsement Page

1.13 DEFINITIONS

- Bidder refers to submitter.
- Vendor refers to Successful Bidder or Contractor.
- Submittal refers to those documents required to be submitted to the City of Allen, by a bidder.

1.14 INQUIRIES

Questions about this bid shall be in writing and directed to the contact listed below at the following address. Questions resulting in changes to this solicitation will be provided in the form of an amendment to the solicitation.

Rene J. Jaime
 Buyer 305 Century Parkway
 Allen, Texas 75013
 214-509-4633
ReneJaime@cityofallen.org

1.15 SCHEDULE OF EVENTS

The upcoming schedule of events is tentative scheduled as follows:

PUBLIC ADVERTISEMENTS	NOVEMBER 06, 2022
	NOVEMBER 13, 2022
PRE-PROPOSAL CONFERENCE	NOVEMBER 15, 2022 @ 9:00 A.M.
QUESTION DEADLINE	NOVEMBER 18, 2022 @ 2:00 P.M.
ADDENDA DEADLINE	NOVEMBER 23, 2022 @ 2:00 P.M.
OPEN BIDS	DECEMBER 08, 2022 @ 2:00 P.M.
COUNCIL AWARDS CONTRACT (ANTICIPATED)	JANUARY 31, 2023
NOTICE OF AWARD (ANTICIPATED)	FEBRUARY 06, 2023
CONTRACT START DATE	TBD

SECTION II GENERAL TERMS & CONDITIONS

The City of Allen bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the vendor will be found non-responsive.

- 2.1 These instructions apply to all quotations or bid submittals and become a part of terms and conditions of any bid packet submitted.
- 2.2 The City shall have the authority to disapprove or reject unsatisfactory work, services or equipment. If required by the City, the vendor shall promptly correct all unsatisfactory work and replace all defective equipment, and shall bear all direct, indirect and consequential costs of such correction.
- 2.3 The City reserves the right to waive any minor defect, irregularity, or informality in any bid, quotation, or proposal. The City may also reject any or all bids, quotations, or proposals without cause prior to award.
- 2.4 The City reserves the right to enforce the performance of this contract in any manner prescribed by law and deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the vendor fails to meet schedules or otherwise perform in accordance with these specifications. Breaches of contract or default authorize the City to purchase the services from the next low bidder or re-bid and charge the difference in cost to the defaulting vendor.
- 2.5 The contract shall remain in effect until contract expires, except for breach of contract, or is terminated by either party with a thirty (30) day written notice prior to any cancellation. The vendor shall state therein the reasons for such cancellation. Notice of termination must be transmitted via certified mail to the other party's designated representative.
- 2.6 The vendor shall be held responsible for and shall make good, without expense to the City, all damage, injury or loss due to the execution of his work. The vendor shall protect all finished building surfaces from damage and shall repair any damage to the building or property caused by delivery or installation of product.
- 2.7 The vendor agrees to indemnify and hold harmless the City against all claims or alleged claims or demands for damages, including all expenses incurred, arising from accidents to employees of either party hereto or to the public, or from claims or alleged claims of damages to the property of the City or to adjoining property caused directly or indirectly by said vendor, by any of his subcontractors, or by anyone directly or indirectly employed by either of them in connection with the performance of this contract.
- 2.8 The vendor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
- 2.9 In its sole discretion, the City shall have the right to select or to approve defense counsel to be retained by Contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion of its own entire defense; however, City is under no obligation to do so, any such action by City is not to be construed as a waiver of Contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this

contract. If Contractor fails to retain counsel within such time period, City shall have the right to retain defense counsel on its own behalf, and contractor shall be liable for all costs incurred by City.

- 2.10 The vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.
- 2.11 This bid, when properly accepted by the City, shall constitute a contract equally binding between the vendor and the City. No different or additional terms shall become a part of this contract except for a change order processed through the Purchasing Department.
- 2.12 This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in Collin County, Texas.
- 2.13 The successful bidder and the City of Allen agree that each party have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 2.14 Bidder acknowledges and represents that they are aware of laws, City Charter and City Code of Conduct regarding Conflicts of Interest. The City Charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land or rights or interest in any land, materials, supplies or service..."
- 2.15 Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a Local Government entity, disclose in the questionnaire form CIQ, the vendor or person's affiliation or business relationship that might cause a Conflict of Interest. This form must be filed with the Records Administrator no later than 7 business days after the date the person becomes aware of facts that require the statement to be filed. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.
- 2.16 All equipment, supplies and work furnished under this contract shall comply with applicable laws, ordinances and regulations. The Vendor shall obtain and pay for such permits and inspections as are required for the legal performance of this work.
- 2.17 The City reserves the right to audit the records and performance of vendor during the term of the contract and for three years thereafter.
- 2.18 Unless otherwise notified, all invoices must be sent to the Accounts Payable, Finance Department at the address listed on page one (1). Invoices must show the item(s) shipped/work performed and the purchase order number applicable to the transaction in order to insure prompt payment.
- 2.19 Payment will be made in accordance with Texas statutes. Term of Payment is net 30 days after the date the City receives the goods in accordance with the contract, the date the performance of service in accordance with the contract is completed, or the date the agency receives an invoice for the goods or services, whichever occurs the latest. If your company provides a discount for early payment, please indicate in this solicitation. This will not be considered an evaluation factor in the award of the bid(s).
- 2.20 Funds for payment have been approved. The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved; therefore, anticipated obligations that may arise past the end of the current City fiscal year shall be subject to budget approval. The City of Allen is a Home-Rule Municipal Corporation operated and funded October 1 to September 30.
- 2.21 The City of Allen is by statute tax-exempt therefore pricing shall not include taxes. Tax

exemption certificates will be executed by the City and furnished upon request.

- 2.22 Vendors shall state a firm completion time. The City reserves the right to cancel orders and/or assess financial penalties if the vendor fails to complete project as promised. Work shall be scheduled between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays, unless otherwise approved by the City.
- 2.23 When offering products other than those bid, the City reserves the right to request a sample/demo of the product for evaluation. In such cases, the bidder must provide a sample/demo of the product at no charge to the City within three days of the request and must pick up the product after the evaluation. Failure to provide an evaluation product within the three-day period will disqualify the bidder from further consideration. If the bidder offers a product other than that specified, specifications must be included in the bid package. Bid responses not listing manufacturer or part numbers in the Mfg./Pt No. section of the bid form will be considered as bidding according to specification, and if awarded, will be required to provide exactly what was specified. Samples should not be enclosed with bid unless requested.
- 2.24 The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made based on this statement.
- 2.25 Testing may be performed at the request of the City or any participating entity, by an agent so designated, without expense to the City.
- 2.26 When unit price differs from extended price, the unit price prevails.
- 2.27 In case of a discrepancy between the product number and description, the description takes precedence.
- 2.28 When manufacturers are named in the specification, they are not meant to limit competition, but to define the minimum standard, quality, and performance of the item specified. All materials supplied will be new, first quality industrial-grade products.
- 2.29 Response to specification is primary in determining the lowest responsible bid.
- 2.30 The City of Allen reserves the right to award a vendor bid as an "alternate award". The alternate vendor's bid shall remain in effect for the term of the awarded contract, should the primary vendor become unable or unwilling to complete the contract term. The alternate vendor will be notified in writing of their official contract and start date. All terms and conditions of the original bid will remain in effect.
- 2.31 The City of Allen reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.
- 2.32 Bid prices cannot be altered or amended after submission deadline. Any interlineations, alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
- 2.32.1 A price redetermination may be considered only at the anniversary dates of the contract. All requests for price redetermination shall be in written form and shall include documents supporting price redetermination such as Manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A. Insurance Coverage Rates, Producers Price Index or employment Cost Index for your industry or product category as published by the U.S. Department of Labor, Bureau of Labor Statistics, etc. The bidder's experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best value bid. The City of Allen reserves the right to accept or reject price redetermination as it deems to be in the best interest of the City. Annual contract

escalators and consumer price index adjustments cannot exceed 3.5%. The City of Allen is operating under new constraints from State Legislature and our efforts are focused on finding solutions that maximize our impact on the community. Any adjustment in pricing must be presented to the City of Allen at least 90 days prior to the expiration or renewal of the current agreement. Notice of renewal will be given to the Contractor in writing by the City of Allen, normally within 30 days prior to the expiration date of the current contract.

- 2.33 A bid price may not be withdrawn or canceled by the bidder for a period of 90 days following the date designated for the receipt of bids without written approval of the Purchasing Manager, and bidder so agrees upon submittal of bid.
- 2.34 No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change orders must be made in writing.
- 2.35 Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Allen Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the Addenda contain changes to the specification or bid form, bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.
- 2.36 Bid tabulations can be accessed in the City of Allen electronic bidding system <https://allentx.ionwave.net/Login.aspx>. Please allow at least one week after opening date for bids to be tabulated.
- 2.37 All work, materials, equipment, and supplies furnished under this contract shall comply with applicable laws, ordinances and regulations.
- 2.38 Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.
- 2.39 Quotations must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior notice to the Purchasing Division, who shall have the right to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons of failure to meet specifications authorizes the Purchasing Division to purchase goods elsewhere and charge any increase in cost and handling to the defaulting bidder.
- 2.40 F.O.B. will be Destination/Inside Delivery/Installed at the location stated on the City's purchase order, acceptable only during normal working hours. The price will be firm lump sum all-inclusive cost for all materials, work, transportation, and all other costs of whatsoever nature for each item listed. Vendor will be responsible for all claims against the carrier for all freight and/or drayage damage. The City assumes no liability for goods delivered in damaged or unacceptable condition. Vendor shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by District of damage. Shipments will be made to the specific locations described in the bid specifications. If the vendor must deliver to the specified room, the vendor must remove all packing and debris, which results from set- up and installation. Owner dumpsters cannot be used.
- 2.41 At the time of the opening of bids each bidder shall be presumed to have inspected the sites and to have read and shall be thoroughly familiar with the contract requirements. The failure or omission of any bidder to examine any form, instrument, document or site shall in no way relieve any bidder from any obligation in respect to this bid.
- 2.42 The City shall have the right to do other work, or to let other contracts for work to be done, on the same sites as specified for the work to be done under this contract, and the City's arrangements as to precedence of work and the relationship between the Vendor

and the City shall be decisive.

- 2.43 In accordance with Texas Administrative Code Title 30, Part 1, Chapter 328 rule 328.203, preference shall be given to products made of recycled materials if the products meet applicable specifications as to quantity and quality and the average price of the product is not more than 10% greater than the price of comparable non-recycled products. Preferences will be applied in accordance with state procurement statutes and rules.
- 2.44 Texas Government Code, Chapter 2252, non-resident bidders; Texas Law prohibits Cities and Governmental units from awarding contracts to a non-resident unless the amount of such bid is lower than the lowest bid by a Texas resident by the amount a Texas resident would be required to underbid in the non-resident bidders state.
- 2.45 The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the City before the commencement of any work:
- 2.46 Workers' Compensation Coverage – Statutory See Insurance Requirements in Exhibit**
- 2.47 Attention is called to the fact that the inclusion of a minimum scale of wages to be paid to employees engaged in the work under this Contract does not release the Contractor from compliance with any State Wage Law that may be applicable. The Contractor shall abide by the Wage and Hour Laws of the State and must not pay less than the wages legally prescribed as set forth herein.
- 2.47.1 Except for work on legal holidays, the "general prevailing rate of per diem wage" for the various crafts or types of workmen or mechanics is the product of (a) the number of hours worked per day, except for overtime hours, times (b) the respective Rate Per Hour.
- 2.47.2 For legal holidays, the "general prevailing rate of per diem wage" for the various crafts or type of workmen or mechanics is the product of (a) one and one-half times the respective Rate per Hour, times (b) the number of hours worked on a legal holiday.
- 2.47.3 The "general prevailing rate for overtime work" for the crafts or type of workmen or mechanics is one and one-half times the above respective Rate per Hour.
- 2.47.4 Under the provisions of Article 5159a Vernon's Annotated Texas Statutes, the Contractor shall forfeit as a penalty to the entity on whose behalf the Contract is made or awarded, Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed, for each calendar day or portion thereof that such laborer, workman or mechanic is paid less than the said stipulated rates for any work under the Contract, by him or by any sub-contractor under him.
- 2.48 Provide the names and locations of at least three (3) references at which the offeror has conducted similar services and requirements along with specific individuals whom we may contact for references.
- 2.49 All protests regarding the bid solicitation process must be submitted in writing to the Purchasing Manager within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications. The limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Secretary.

2.50 EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- a. the purchase price.
- b. the reputation of the bidder and the bidder's services.
- c. the quality of the bidder's service.
- d. the extent to which the bidder's services meet the City's needs.
- e. the bidder's past business relationship with the City.
- f. the impact on the ability of the City to comply with laws and rules
- g. relating to contracting with historically underutilized businesses and non-profit organizations employing persons with disabilities.
- h. the total long-term cost to the City to acquire the bidder's goods or services; and
- i. any relevant criteria specifically listed in the request for bids or proposals.

2.51 Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

(a) Contractor verifies that it does not Boycott Israel and agrees that during the term of the Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(b) Contractor verifies that it does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended.

(c) Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association as those terms are defined in Texas Government Code Section 2274.001, as amended; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

(d) This section does not apply if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Contractor has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

2.52 Iran, Sudan and Foreign Terrorist Organizations. The Contractor represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf> ,
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf> , or
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf> .

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal or State law and excludes Contractor and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Contractor understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Contractor and exists to

make a profit 2.54 PROHIBITION OF BOYCOTT ISRAEL. Vendor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

2.53 STORM WATER MANAGEMENT

Under the Authority of the Clean Water Act, the Environmental Protection Agency (EPA), the City of Allen has endeavored to reduce / improve storm water quality per direction of the Texas Commission of Environmental Quality (TCEQ). The City of Allen has developed standard operating procedures (SOP's) for our Storm Water Management Program (SWMP). By signing this contract all vendors accept to follow our SOP's of our SWMP. Follow the link for our SOP's <http://www.cityofallen.org/933/Storm-Water-Management>

- 2.54 COOPERATIVE PURCHASING: As permitted under Interlocal Cooperation Act C Texas Government Code, Chapter 791, other governmental entities may wish to also participate under the same terms and conditions contained in this contract. If this bid is not specifically for the Collin County Governmental Purchaser's Forum, each entity wishing to participate must have prior authorization from the City of Allen and the vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Allen shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by the entities. Bidder is to state their willingness to allow other governmental entities to participate in this contract, if awarded. Vendors bidding products other than those specified should submit technical specification literature with bids.

IS YOUR FIRM WILLING TO ALLOW OTHER GOVERNMENTAL ENTITIES TO PARTICIPATE IN THIS CONTRACT, IF AWARDED, UNDER THE SAME TERMS AND CONDITIONS?

YES NO

SECTION III
SPECIFICATIONS AND REQUIREMENTS
REQUEST FOR PROPOSAL

1. BACKGROUND/INTRODUCTION

The City of Allen (City) is soliciting proposals to establish an annual fixed price contract for Street Sweeping Services, as specified. The contract will be awarded to the offeror offering the best value to the City, based on the criteria defined herein.

This Statement of Objectives (SOO) identifies the broad, basic, top-level objectives of the acquisition and is used as a focusing tool for both the City of Allen and offerors. While requirements are listed, it is the City's intent to provide maximum flexibility to allow for each offeror to propose an innovative approach that it believes meets the requirements and should be considered by the City.

2. OBJECTIVES

2.1 Safety is of the utmost importance

3. CURRENT ENVIRONMENT

Currently, Public Works contracts for sweeping all major thoroughfare, secondary collector streets, under/overpasses, and municipal building parking lots. Sections A and A1 streets are swept bi-monthly during the day. Section B intersections are swept monthly at night. Section C parking lots are swept bi-weekly at night. Sections C1 and C2 streets are swept bi-monthly at night.

Curb mile totals provided in this SOO are estimated. The City expressly reserves the right to add to or delete from the listing of streets set forth in these specifications. However, in no event shall the number of stated curb miles for any Section of streets be increased or decreased by more than 20% of the total curb miles for that Section for the duration of the proposal.

4. CONSTRAINTS

4.1 There shall be no subcontractors used by the Contractor to fulfill any items or conditions of the contract.

Equipment and Facilities

4.2 All equipment shall be equipped in accordance with applicable State Law requirements and shall be equipped with a flashing light with the following characteristics.

4.2.1 Visible for a minimum of one mile.

4.2.2 Flash 60 (sixty) to 90 (ninety) times per minute.

6.2.3. Mounted for 360 (three hundred sixty) degrees visible.

6.2.4 Equipped with Amber Lens.

- 4.3 Minimum equipment for contract is two street sweepers.
- 4.4 Street Sweepers used in the cleaning operation shall be regenerative air for Sections B, C1 and C2, and brush/vacuum, mechanical for Sections A, A1 and C. Streets and parking lots to be cleaned are detailed and listed by section in the file named "Street Section Sweeping Sites RFP 2023-11-14."
 - 4.4.1 All street sweepers must have a minimum capacity of three cubic yards and be equipped with adequate, water systems for dust control.
- 4.5 All sweepers to be used must be equipped with dual brooms Contractor shall provide, at its own expense, adequate support equipment including debris transfer vehicles, pickup trucks, service trucks, tire trucks, dump trucks and any other item of equipment necessary to provide cleaning services as described in this statement of objectives.
- 4.6 All equipment, including support equipment, used by the Contractor shall be equipped with a cell phone or two-way radio communication designed for commercial use. CB Radios are unacceptable.

Inspections

- 4.7 All vehicles and equipment used by the Contractor must be performance worthy subject to the inspection and final approval of the City. Approval may require onsite visual and operational inspection of the Streets and Drainage Foreman.
- 4.8 The Department shall have the option to perform a complete inspection of all vehicles at any time throughout the term of the contract. Should any vehicle, when inspected, and in the determination of the Department, not meet standards. That the Department feels are necessary to complete the contract or to operate safety; the Department may require such vehicle to be brought to those standards before being placed back in service.
- 4.9 The Contractor must demonstrate evidence of an adequate service facility to ensure scheduled routine maintenance, as well as maintain a sufficient supply of brooms and replacement parts to ensure continuous cleaning operations. The Department shall inspect the facility of the successful Contractor prior to award of the contract for services.

5. TASKS/DELIVERABLES

- 5.1 The equipment used for cleaning shall be of sufficient type, capacity and quantity to safely and efficiently perform the cleaning work as specified.

General Specifications

- 5.2 Applicable provisions of the following shall be incorporated by reference into the specifications for this project.
 - 5.2.1 Texas Manual on Uniform Traffic Control Devices.
 - 5.2.2 Other Federal, State or Municipal acts, statutes, rulings, ordinances, decisions or regulations.

- 5.3 Public safety is the primary concern, as is the continuous flow of traffic. All portions of streets shall be kept open to traffic unless otherwise provided herein.
- 5.4 Within 15 days following the approval and award of the contract, the Contractor shall meet with the Streets and Drainage Foreman to review the contract and make any necessary changes to the Route Lists and/or Contractor's Work Plan.
- 5.5 Prior to commencing work, all Route Lists shall be updated by the Contractor, and thereafter shall become the basis for:
 - 5.5.1 The Contractor's cleaning routes,
 - 5.5.2 The Department's inspection of cleaning,
 - 5.5.3 The invoicing for cycles completed, and
 - 5.5.4 Payment by the City for services rendered.
- 5.6 Any subsequent changes or revisions to Route lists throughout the contract period must have the prior written approval of the Streets and Drainage Foreman.
- 5.7 Upon receipt of the *Notice to Proceed*, the Contractor shall begin work within 10 business days, (Mon-Fri).
- 5.8 Verification of work is the responsibility of the Community Services Department. The Streets and Drainage Foreman is responsible for the inspection and monitoring of the work performed under the contract.
- 5.9 The Department will monitor the Contractor's work performance daily. All streets cleaned by the Contractor must present an appearance which is completely satisfactory to the Streets and Drainage Foreman.
- 5.10 Any deficiencies in the Contractor's performance shall be reported to the Contractor within 12 hours following completion of work, and the Contractor shall correct such deficiencies, no later than twenty-four hours following receipt of such notice.
- 5.11 The Streets and Drainage Foreman will maintain a daily log of completed work and will verify satisfactory completion of the Contractor's work with the Contractor once per week.
- 5.12 In the event an improvement project is under construction where cleaning is scheduled, that portion of a cleaning cycle will be deleted from the appropriate Route list at the direction of the Streets and Drainage Foreman or designee. The section(s) of streets deleted may be re-entered at the first scheduled cycle following completion of the improvement construction.

Prior to re-entering any such street into the cycle, a field inspection shall be made by the Streets and Drainage Foreman and the Contractor to determine what cleaning will be required by a different vendor. In no event will the Contractor be allowed additional compensation by the Department for initial cleaning of a re-entered street following improvement construction.

Street Sweeping Specifications

- 5.13 The Contractor shall clean all curbs, gutters, median curbs, road shoulders, gore points, turning lanes, underpasses, and public parking lots located in the City as designated by these specifications.
- 5.14 Streets and parking lots to be cleaned are detailed and listed by section in the file named "Street Section Sweeping Sites RFP 2023-11-14" and are found in the following tabs:

Tab A - Day Streets / All locations West of US Hwy 75

Tab A1 - Day Streets / All locations East of US Hwy 75

Tab B - Intersections / Nights

Tab C - Parking Lots / Nights

Tab C1 - Night Streets / All locations West of US Hwy 75

Tab C2 - Night Streets / All locations East of US Hwy 75

See also attached file of City map named "Allen Map with Legend 103122."

- 5.15 The cleaning operation shall include, but is not limited to all sweeping, panning, dumping and trash-pick up operations.
- 5.16 The cleaning operation does not include removal of waste materials in catch basins of storm sewers.
- 5.17 Streets shall be cleaned at the following frequencies:
- 5.17.1 Day Streets listed in Sections A and A1 shall be cleaned bi-monthly during the day for the contract period.
- 5.17.2 Intersections listed in Section B shall be cleaned monthly at night for the contract period.
- 5.17.3 Parking lots listed in Section C shall be cleaned bi-weekly at night for the contract period.
- 5.17.4 Night Streets listed in Sections C1 and C2 shall be cleaned bi-monthly during the night for the contract period.

- 5.18** The Department may also require unscheduled sweeping service(s) as a result of accidents, citizen requests, special events, and sand recovery after winter weather events, etc. The Contractor shall comply with such requests as follows:
- 5.18.1** During scheduled hours of operation (Monday through Friday, 9:00 AM to 5:00 PM) a maximum response time of two hours shall be required from the time the Contractor is notified to the time of arrival at work site.
 - 5.18.2** Approved unscheduled sweeping shall be in addition to the next scheduled sweep.
 - 5.18.3** During unscheduled hours of operation (all other times not covered in the above) a maximum response time of three hours shall be required from the time the Contractor is notified to the time of arrival at work site.
 - 5.18.4** Payment for such unscheduled service(s) shall be for the time worked at a stipulated hourly rate, plus one-hour travel time as payment for travel to and from the point of operation. In no event shall the total payment for each such request be less than two hours.
- 5.19** If service area could not be completed, in case of obstructions or other reasons, report the conditions to the City within 24 hours.
- 5.20** Perform a single pass over an area and repeat as necessary or perform such extra effort as may be required to adequately clean.

METHOD OF OPERATIONS

- 5.21** The Contractor shall provide its own equipment, labor, fuel and any other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence, and supervision of its employees.
- 5.22** The Contractor is required to have a competent and experienced supervisor/foreman with each work group at all times. The supervisor/foreman referred to herein may be a working foreman operating a street sweeper.
- 5.23** The Contractor shall perform all handwork required to effectuate cleaning operation. The Department shall have the right to identify for the Contractor those areas where handwork shall be performed.
- 5.24** All equipment and personnel shall move in the same direction as traffic flow at all times during all cleaning operations. Contractor shall minimize the streaks left by sweepers.

- 5.25** For the purpose of this contract, the National Weather Service at Dallas/Ft. Worth International Airport shall be the weather forecasting and reporting agency. Any forecast by the National Weather Service shall be deemed to extend only twelve hours into the future.
- 5.25.1** No cleaning operations shall be conducted when there are climatic conditions present or forecast that would make such operations ineffectual or dangerous. These climatic conditions include, but are not limited to, heavy rains, snow, ice, and sleet.
 - 5.25.2** The Contractor may suspend operations if weather conditions are such that cleaning cannot be carried out in an effective manner. If such suspension occurs, the Contractor shall immediately notify the Streets and Drainage Foreman or designee.
 - 5.25.3** The Streets and Drainage Foreman or designee shall have the right to order the suspension of cleaning operations whenever present weather conditions or impending weather conditions are such that cleaning operations cannot be carried out in an effective manner.
- 5.26** Removal and disposal of debris collected during the cleaning operations shall be the responsibility of the Contractor.
- 5.26.1** All applicable State and Local laws and ordinances related to the hauling, handling and disposition of such material shall be complied with by the Contractor.
 - 5.26.2** The Contractor shall stipulate the location of the final disposal site(s) to be used throughout the term of the contract, and such site(s) must be approved by the Department.
 - 5.26.3** A letter is required from each contemplated final disposal site stating that such site meets all State, Local, and Environmental Protection Agency requirements for the disposal of sweeping debris.
 - 5.26.4** Any change in disposal site(s) throughout the term of the contract must have the prior written approval of the Department and conform to all requirements stated herein.
 - 5.26.5** Contractor shall ensure that trash and debris are not blown, swept, or moved into parking lot drains, landscape areas, plant and flower beds, public walkways, streets, or adjacent properties, but picked up by the sweeper/vacuum.

- 5.27 The water for sweeping equipment shall be the responsibility of the Contractor. The Contractor shall make any necessary arrangements and deposits with the City for the use of the hydrant and water throughout the contract period.

PAYMENT

- 5.28 Payment for street cleaning shall be made by the contract unit price per curb mile actually cleaned and approved.
- 5.29 Request for payment must be made individually as follows:
- 5.29.1 SECTION A, A1, C1 and C2 /Streets - Bi - Monthly
 - 5.29.2 SECTION B / Intersections - Monthly
 - 5.29.3 SECTION C /Parking Lots - Bi-Weekly
- 5.30 Request for payment must be forwarded to the Streets and Drainage Foreman for approval and include the following:
- 5.30.1 Cover invoice showing itemized curb miles cleaned, linear curb mile price with an extension in dollars at the quoted cost, and cubic yards of material picked up.
 - 5.30.2 Copy of the Route Lists for the invoiced period, showing the date each street was cleaned, the total mileage for the period, and the initials and signatures of the Contractor's representative.
- 5.31 No payment shall be made for any other service other than the number of curb miles cleaned at the quoted linear curb mile cost, or upon completion of cycle, except for pre-approved unscheduled cleaning.
- 5.32 In the event the Department employs the Contractor for unscheduled work, it shall be completion of specific work, after approval by the Department.
- 5.33 Invoicing for such additional hourly work shall be made monthly in the same manner as directed in section 6.28 for partial payment requests.

ADDED VALUE

- 5.34 Offerors are invited to propose added value solutions that are not specifically requested but which will assist the City in meeting its stated objectives. Examples can include methods of communication, response times and the manner in which the service can be tracked in real time.

6. CONTRACTOR EMPLOYEE REQUIREMENTS

- 6.1 The contractor will assign only qualified, trained, competent and reliable personnel to perform the services.
- 6.2 Contractor employees are required to observe all City codes and ordinances when on City premises.
- 6.3 In the event that the City deems an employee unacceptable or unsatisfactory, the contractor shall remove such an employee from the job site and supply a

suitable replacement.

7. **WORK HISTORY/PAST PERFORMANCE**

Work history should demonstrate successful experience operating a cleaning program of similar size, type, and complexity.

8. **INSURANCE**

The successful offeror must submit proof of meeting necessary insurance requirements within ten (10) business days of the request by the City. Failure to respond within ten business days may be grounds for declaring offer non-responsive to the specifications.

9. **ASSIGNMENT**

The offeror understands that, should their proposal be accepted, they agree as the contractor to retain control and to give full attention to the fulfillment of this contract, that this contract shall not be assigned without the prior written consent of City, and that no part or feature of the work will be assigned to anyone objectionable to City. The contractor further agrees that subcontracting any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the contractor from its full obligations to City as provided by this contract. Failure to obtain the City's written consent prior to assignment of this contract as set forth herein may result in termination of this contract at the City's discretion, without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this contract. If the City elects to terminate this contract, the contractor shall provide the City refund of any prepaid, unused portion of the fees, calculated from the date of termination to the end of the then-current term.

10. **PERIOD OF PERFORMANCE**

The initial term of this contract will be one year from the effective date. Contract will automatically renew for up to four additional one-year periods unless soon terminated pursuant to the City's General Terms and Conditions.

11. **PLACE AND HOURS OF PERFORMANCE**

- 11.1 Place Streets and parking lots to be cleaned are detailed and listed by section in the file named "Street Section Sweeping Sites RFP 2023-11-14."
- 11.2 Hours
- 11.2.1 Daytime cleaning operations shall be performed between the hours of 9 AM and 5 PM, Mon-Fri.
- 11.2.2 Nighttime cleaning operations shall be performed between the hours of 10 PM and 7 AM, Sun-Fri.
- 11.2.3 Weekend cleaning operations **are expressly prohibited** from 5 PM Friday to 10 PM Sunday, without the prior written consent of the City.

12. **PROPOSAL RESPONSE FORMAT**

The preferred method of proposal submission is online through allentx.ionwave.net. If you elect not to submit your proposal online, provide one hardcopy and two soft copies on electronic media (e.g., USB drives or CDs). All pages should be numbered. Include the cost proposal in the hardcopy and as a separate electronic file, preferably in Excel format.

Include all information requested in this SOO, in the format described in this section. Provide detailed descriptions of how you fulfill each requirement. Be as accurate and succinct as possible. Evaluators may take the clarity and completeness of a proposal into consideration.

If you include exceptions in your proposal, identify each exception taken, noting the specific SOO section number, and provide a detailed description of the exception taken and your proposed replacement language.

The offeror is solely responsible for thoroughly understanding the RFP and its attachments, exhibits and forms. All issues that might be advanced or addressed by way of assumption should be submitted as questions before question cutoff.

The City is prevented by the Texas Constitution (Article 11, Section 5) from indemnifying vendors. Offerors are strongly discouraged from including terms in their proposals that require the City to indemnify them. Inclusion of such terms may result in the proposal being rejected.

SECTION 1-EXECUTIVE SUMMARY

Summary

Provide a concise narrative summary of your proposal and a highlight of any key or unique features, excluding cost/price. The highlighted features should tie in with the stated evaluation criteria. The summary material presented here does not meet the requirement for any portion for other sections of the proposal.

Table of Contents

Provide a master table of contents of the entire proposal.

COMPANY PROFILE

Overview

Provide an overview of your company, including its structure, longevity, and primary business.

Key Personnel

Provide resumes and certificates of key personnel who will be assigned to this project. Describe their role in the company as well as their planned participation in the project. See *Desired Skills and Knowledge* for additional details.

References

Provide recent references most relevant in demonstrating your ability to successfully complete this project. For each reference, provide current contact information (name, phone number, and email) and a brief description of the work performed. Refer to the *Work History* section for guidance regarding the City's expectations.

Offerors are cautioned that the City may use data obtained from other sources in addition to the information provided in this section when evaluating past and present performance.

Qualifications

Qualifications will be evaluated based on the following:

Satisfactory evidence that the offeror has operated business to the extent as outlined in these statement of objectives and the offeror has successfully conducted such an operation for a period of not less than three years within the last five years.

Satisfactory evidence that the offeror leases, owns, or has made arrangements to acquire all necessary equipment obligated within the cost of the Contractor's existing operations.

Satisfactory evidence that the offeror has adequate work experience, personnel, proper facilities, and adequate work plan to complete the work as specified.

EQUIPMENT AND FACILITIES

Facilities

Provide the address(es) of your repair and yard facilities.

Equipment

Provide a list of all equipment (street sweepers, street flushers, dump trucks, and other relevant equipment) currently owned or leased which is now in use. Include year, make/model, type (e.g., mechanical or regenerative air), and capacity.

If you do not currently have in possession an adequate amount of equipment to perform the contract as stated, but plan to purchase or lease equipment to be used on this contract, provide complete information concerning the lease and/or purchase of such equipment, and indicate whether the equipment will be new or used. Include all contact information concerning the place of purchase and/or lease. Disclose the means in which the equipment will be ex. All information provided may be verified by City of Allen staff.

ROUTE LIST AND WORK PLAN

Route List

Provide a proposed sequence of work schedule (Route List) for all scheduled street cleaning. The Route List shall provide a list of proposed cleaning routes for one complete cycle of cleaning, with identification of all streets to be cleaned on each route in sequence. Reference the Section of streets as listed in this statement of objectives.

Work Plan

Describe in detail how you would carry out the sweeping work detailed in the statement of objectives. Include in your description the function of equipment to be used.

Final Disposal Sites

Provide the name and location of each final disposal site proposed to be used and attach a letter from each site as specified in section 5.26.

DOCUMENTATION

Provide additional documentation that support your proposal.

APPENDIX A- CONTRACTOR PROJECT MANAGER REQUIREMENTS

The contractor shall appoint a Project Manager (PM) to provide project planning and management. The PM will provide oversight of all project activities and tasks for the duration of the project and will facilitate the status report meetings and provide meeting minutes and written reports. The City considers this to be a vital role in the project.

The City realizes that resource availability may change from the time that the offeror's proposal is submitted until the contract is awarded. However, the contractor's PM shall be identified, by name, in the final contract. Changing the PM after contract award will require a change order.

The City expects the person in this role to have the capability to effectively carry out the responsibilities of the role as well as availability for the duration of the project. Therefore, the selection of the PM should be carefully considered.

The PM will serve as the single point of contact and will interact with the City's designated PM. All project tasks, designs, scope changes, and project issues shall be coordinated the project managers. The contractor PM will provide assignment and direction to contractor staff working on the project. Any work performed by the contractor outside of the agreed-upon contract will be considered work at risk and will not be considered billable.

If the City deems the contractor PM's performance to be unacceptable or unsatisfactory, the contractor shall remove the PM from the project at the City's request and provide a qualified replacement at no additional cost to the City. The contractor shall be solely responsible for any delays associated with this action.

SECTION IV PROPOSAL CONTENT & EVALUATION CRITERIA

EVALUATION PROCESS

The objective of this evaluation process is to identify and select the proposer with the best satisfies the requirements of the City of Allen. All proposals received by the submission deadline will be evaluated by the City of Allen evaluation committee. The evaluation committee will review, rate, and rank each proposer's proposal in accordance with the weighted criteria contained in this document.

EVALUATION CRITERIA: PLEASE NOTE THAT THIS BID WILL BE AWARDED ON THE BASIS OF "BEST VALUE". The award to the successful bidder will be determined by best value to the City of Allen as allowed by Chapter 252 of the Local Government Code. The following criteria will be considered when selecting a contractor:

- 2.49.1 the purchase price;
- 2.49.2 the reputation of the bidder and the bidder's services;
- 2.49.3 the quality of the bidder's service;
- 2.49.4 the extent to which the bidder's services meet the City's needs;
- 2.49.5 the bidder's past business relationship with the City.

PROPOSAL RESPONSE DOCUMENTS

In order to be considered responsive, the Bidder shall submit with their Bid Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent and expeditious manner.

Please provide a sample with bid submittal.

**QUALIFICATIONS
REQUEST FOR PROPOSAL 2023-11-14
STREET SWEEPING SERVICES**

BIDDER QUALIFICATIONS

Each respondent to this proposal shall be capable of meeting the following minimum requirements

1. Proposers shall be able to demonstrate that they can furnish all labor, materials, tools and equipment as specified herein; including components and accessories required for a complete installation.
2. Proposers shall be able to demonstrate that they are financially stable and that they have been a commercial provider for at least the past three years.
3. Proposers shall be capable of and are required to submit criminal background checks on all employees performing this contract **prior to any work being performed.**
4. Proposers bid price shall be enough to pay all applicable Federal, State withholding, workmen's compensation, insurance and to comply with the current minimum wage.
5. Proposers must submit with their bid proof of insurance. The awarded contractor must provide the city with their certificate of insurance, meeting all the city's insurance requirements within five (5) working days of award notification. Failure to provide the city with a certificate of insurance, meeting all the city's insurance requirements within five (5) working days of award notification may result in the city awarding the contract to another contractor.

COMPANY OVERVIEW

Respondent shall provide the following information with their submission, including a brief company overview, history, and financial status:

1. Firm name, address, phone number, and date established;
2. Address and location of the local responsible office;
3. Name of office principals, their experience and professional qualifications;
4. Describe your firm's experience in providing like services including the number of years your firm has actively provided such services
5. Provide a complete and current listing of all industry certifications, accreditations and affiliations your firm holds.
6. Describe whether your firm) has ever undergone an investigation by an outside agency pursuant to the filing of claims and describe the outcome of the investigation including ramifications to your firm or your firm's client cities.

REFERENCES

1. Vendor shall have a minimum of three (3) years of experience within the last five (5) years.
2. Proposers must submit with their proposal a list of at least three (3) current references.

References should include a contact name, email address and telephone number for jobs/contracts in the Public and/or Private Sectors that are equal to the size and complexity of the City of Allen's requirements, provided herein.

PROPOSAL RESPONSE DOCUMENTS/ PROPOSAL FORMAT AND CONTENT

The City of Allen discourages lengthy and costly proposals, however, for the City to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide the information requested.

In order to be considered as responsive, the Proposer shall submit with their Proposal, such documentation as is necessary or required to attest to the company's capabilities and qualifications to perform the work as specified and all aspects of this contract in a competent manner. RFP responses shall be submitted professionally to include clearly identifiable sections, in the same order for each section as required. Also, include the RFP Pricing.

EVALUATION PROCESS AND SELECTION CRITERIA

The objective of this evaluation process is to identify and select the proposer that best satisfies the requirements of the City of Allen. The City of Allen's staff that will be responsible for these services will evaluate all proposals received by the submission deadline. The evaluation committee will review, rate and rank each proposer's proposal in accordance with the weighted ranking criteria contained in this document. RFP responses shall remain confidential until the contract has successfully been awarded.

If deemed necessary to the evaluation process, the City reserves the right to conduct presentations/interviews with proposers at no cost to the city.

There are 100 possible points for this proposal evaluation, as follows:

EQUIPMENT AND FACILITIES	40 points
PRICE	30 points
BIDDER QUALIFICATIONS AND EXPERIENCES	20 points
REFERENCES	10 points

**SECTION V
PRICING**

Important Please provide pricing on the excel spreadsheet attached to this solicitation in the City of Allen's E-bid (Ionwave) system. Download the price sheet from <https://allentx.ionwave.net> under "current bids"



**PRICE SHEET - REQUEST FOR PROPOSAL 2023-11-14
STREET SWEEPING SERVICES**

Line #	Description	Annual Estimate QTYs	UOM	Company Name:	
				Unit	Unit Price
1	Street Sweeping - Day	800	Curb Mile		\$0.00
2	Street Sweeping - Night	1500	Curb Mile		\$0.00
3	Parking Lots - Nights	105	Each		\$0.00
4	Intersection Sweeping -Nights	345	Each		\$0.00
5	Emergency Response (4- hour minimum)	350	Curb Mile		\$0.00
Grand Total					\$0.00

See file attached in IONWAVE named "Price Sheet-Street sweeping RFP 2023-11-14."

BID ENDORSEMENT

The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

Sweeping Corporation of America, LLC

(OFFICIAL Firm Name)

By: 

(Original Signature) **Must be signed to be considered responsive**

Erin Quinn

(Typed or Printed Name)

Secretary

12/7/2022

(Title)

(Date)

Remittance

Address: PO Box 74027

Cleveland, OH 44194-0113

(Zip Code)

Phone #: (216) 777-2750

Fax #: (216) 260-2339

E-Mail Address: remits@sweepingcorp.com

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

- 1) 11/22/2022 date acknowledged
- 2) _____ date acknowledged
- 3) _____ date acknowledged

SECTION VI – EXHIBITS

EXHIBIT 1

CONTRACTOR INSURANCE REQUIREMENTS & AGREEMENT

- (a) Vendor on City property or public right-of-way for the City of Allen shall provide the City a certificate of insurance evidencing the coverage's and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage's as required herein or that the subcontractors are included under the contractor's policy.
- (b) All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

User shall during the term hereof maintain in full force and effect the following insurance: The City reserves the right to amend or require addition all types depending on the nature of the work.

Contracts in the Amount of \$0-\$100,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: a) Premises/Operations b) Products/Completed Operations c) Independent Contractors d) Personal Liability e) Contractual Liability	\$500,000 each occurrence, \$1,000,000 general aggregate; or \$1,000,000 combined single limits	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City prefers that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation to apply
2. Business Auto Liability	\$500,000 combined single limit	Owned, non-owned, and hired vehicles
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	City to be named as an additional insured

Continued Next Page

Contracts in the Amount of \$100,000-\$1,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Commercial General (Public) Liability to include coverage for: f) Premises/Operations g) Products/Completed Operations h) Independent Contractors i) Personal Liability j) Contractual Liability	\$1,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 Umbrella/ Excess Liability	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$1,000,000 aggregate or; • \$1,000,000 combined single limits 	City to be named as a additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	Waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5.a) Professional Liability b) E & O coverage	1,000,000 per occurrence	City to be named as an additional insured

Contracts in the Amount of \$1,000,000-\$8,000,000

Type of Insurance	Amount of Insurance	Provisions
1. Broad Form Commercial General Liability to include coverage for: k) Premises/Operations l) Products/Completed Operations m) Independent Contractors n) Personal Liability o) Contractual Liability	\$2,000,000 each occurrence, \$4,000,000 general aggregate; \$4,000,000 umbrella	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. City requires that insurer be rated A or higher by A.M. Best or equivalent. Waiver of Subrogation
2. Business Auto Liability	<ul style="list-style-type: none"> • \$1,000,000 per occurrence • \$2,000,000 aggregate or; • \$2,000,000 combined single limits 	City to be named as additional insured
3. Workers' Comp & Employers' Liability	Statutory Limits \$1,000,000 each accident	City to be provided a waiver of subrogation
4. Builders Risk Policy	100% of construction total	If Applicable
5. a) Professional Liability b) E & O coverage	1,000,000 per occurrence	If Applicable

All Contracts over \$8,000,000 must contact Risk Management for insurance specifications

All Certificates of Insurance need to reference job or contract number in comments section.

Questions regarding insurance should be directed to the City of Allen Purchasing Division (214)509-4630 or the City of Allen Risk Administrator at (214) 509-4685.

Indemnification

COMPANY DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE COMPANY, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE COMPANY EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE COMPANY'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY COMPANY UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

WORKERS COMPENSATION INSURANCE COVERAGE DEFINITIONS

A. Definitions:

Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entities' employees providing services on a project, for the duration of the project.

Duration of the project – includes the time from the beginning of the work on the project until the contractor's/person's work on the project had been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in § 406.096) – includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes person to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meet the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the contractor providing services on the project, for the duration of the project.
- C. The contractor must provide a certificate of coverage to the governmental entity with bid submittal.
- D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- (2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all person providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The contractor shall contractually require each person with whom it contracts to provide services on a project to:
- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing service on the project, for the duration of the project;
 - (2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing the services on the project, for the duration of the project;
 - (3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) obtain from each other person with whom it contracts, and provide to the contractor;
 - (A). a certificate of coverage, prior to the other person beginning work on the project; and
 - (B). a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) – (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or , in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal, penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

EXHIBIT 2

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Sweeping Corporation of America, LLC

Name of Contractor

By: 

Signature

Erin Quinn

(Print Name)

Secretary

(Title)

STATE OF OHIO §

COUNTY OF CUYAHOGA §

SUBSCRIBED AND SWORN TO before me this 7th day of December, 2022


Notary Public, State of Ohio



KATHARINE B. TRENT BEYERLE
Notary Public, State of Ohio
My Commission Expires
December 11, 2022

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Sweeping Corporation of America, LLC

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Not Applicable

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

Not Applicable

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

12/7/2022

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental
entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
	<input type="checkbox"/>		
5 <input type="checkbox"/> Check only if there is NO Interested Party.			
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____.			
My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____.			
(month) (year)			
Signature of authorized agent of contracting business entity (Declarant)			

EXHIBIT 4

BIDDERS QUALIFICATION STATEMENTProject: Bid No. 2023-11-14Contractor: Sweeping Corporation of America, LLCIndicate One: Sole Proprietor Partnership CorporationName: Erin Quinn Partner: _____Title: Secretary Title: _____Address: 4141 Rockside Road, Suite 100 Address: _____City: Seven Hills City: _____State & Zip: Ohio 44131 State & Zip: _____Phone: 216-777-2750 Phone: _____State and Date of Incorporation, Partnership, Ownership, Etc. 3/22/1988Location of Principal Office: Seven Hills, OHContact and Phone at Principal Office: Jaryd Keesee 216-777-2758Liability Insurance Provider and Limits of Coverage: XL Specialty Insurance - Certificate AttachedWorkers compensation Insurance Provider: XL Specialty Insurance - Certificate AttachedAddress: 1411 Opus Place, Suite 450, Downers Grove, IL 60515Contact and Phone: Christine Marotta - 630-468-5616Number of Years in Business as a Contractor on Above Types of Work: 34 Years

Claims and Suits (If the answer to any of the questions is yes, please attach details):

Has your organization ever failed to complete any work awarded to it? NoAre there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers? NoHas your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years? No

Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

No

List your most current agreements/contracts, with information, like the type of work bid.
(Use Additional Sheets if Necessary)

Project: Municipal Street Sweeping

Project Description: Municipal Street Sweeping

Owner/Agency: City of Richardson, TX

Contact Person: Bobby Kinser Contract Price: \$234,466.91

Phone: 214-908-4446 Email Bobby.kinser@cor.gov

Project: Municipal Street Sweeping

Project Description: Municipal Street Sweeping

Owner/Agency: City of Grand Prairie, TX

Contact Person: Bharati Maskey Contract Price: \$80,363.52

Phone: 972-237-4566 Email bmaskey@gptx.org

Project: Municipal Street Sweeping

Project Description: Municipal Street Sweeping

Owner/Agency: City of Bedford, TX

Contact Person: Bill Lankford Contract Price: \$44,460.00

Phone: 817-952-2251 Email Bill.lankford@bedfordtx.gov

Bank References (List Institution, Address, Contact Person, and Phone):

Key Bank - 127 Public Square Cleveland, OH 44114

Joseph Marks - 216-689-5535

**EXHIBIT 5
SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development:

- | | | | | | | |
|------------------|----|---------------------|-------------------------------------|-----|--------------------------|-----|
| Is the company a | 1. | Sole Proprietorship | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No? |
| | 2. | General Partnership | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| | 3. | Limited Partnership | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| | 4. | Corporation | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| | 5. | Other | <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf:

Limited Liability Company - Shelby County Tennessee

Matthew Spencer - CEO, Erin Quinn - Secretary, Brian Nienstedt - Treasurer, Anthony Cincotta - Regional Vice President

Is the company registered with the Texas Secretary of State? Yes No

Prior to executing a contract, the awarded bidder must be registered with the Texas Secretary of State. If the bidder has determined they are exempt from this requirement, it is the bidder's responsibility to demonstrate that exemption.

Is the company a minority, or woman owned business enterprise?

No Yes if yes, specify MBE WBE

Has the company been certified as a minority/woman owned business by any governmental agency?

No Yes

If yes, specify the governmental agency: _____

Date of certification: _____

EXHIBIT 6
SAMPLE CONTRACT

Please refer to the attachment - Sample Agreement for Services.



WASTE CONNECTIONS
Connect with the Future

December 01, 2022

SWEEPING CORPORATION OF AMERICA

Attention: Accounts Payable for SWEEPING CORPORATION OF AMERICA

Subject: Waste Connections dba Fort Worth C&D Landfill Price Adjustment – Effective January 1, 2023

Dear Valued Customer:

This letter will serve as notice that the Fort Worth C&D Landfill will be implementing a price increase for disposal services charged to SWEEPING CORPORATION OF AMERICA at the Fort Worth C&D Landfill effective January 1, 2023 due to increased operating and site development expenses.

New Base Disposal Rate: \$ [REDACTED]

If you should have any questions, please contact the District Manager Elijah Vandergriff 817-689-1526 elijah.vandergriff@wasteconnections.com or the Landfill Manger Roberto Canales at 956-279-5428 Robertoc@r360escom

Sincerely,

Roberto Canales

Roberto Canales
Landfill Manager
Fort Worth C&D Landfill



RESPONSE TO ALLEN, TX REQUEST FOR PROPOSAL

RFP# 2023-11-14

STREET SWEEPING SERVICES



TABLE OF CONTENTS:

1. Summary
 2. Overview
 3. Key Personnel
 4. References
 5. Qualifications
 6. Facilities
 7. Equipment
 8. Route List
 9. Work Plan
 10. Final Disposal Site
- Appendix A - Contractor Project Manager

1. SUMMARY

December 8, 2022

City of Allen Procurement Department,

Thank you for the opportunity to submit this bid response for the City's Sweeping Services. The enclosed proposal has one overriding goal; *to provide high-caliber, environmentally beneficial sweeping services, exceptional customer service, and measurable economic value to the City of Sandy Springs.*

At SCA, we do the right thing, at the right time, for the right reason, all the time. This is an essential part of our core values that guide us in being the leader in sweeping services coast to coast. By efficiently managing our extensive resources and steadfastly adhering to our core values, we can provide the most economical sweeping services to our customers.

We believe we are the most qualified contractor for this contract because we have a proven track record and have demonstrated solid performance in street sweeping competency with many municipalities, as well as working exclusively with thousands of industrial and commercial customers, most of which have been our clients for many years.



MILES
SERVICED
ANNUALLY

1,500,000+



VEHICLES IN
OUR FLEET

800+



SAFETY-
FOCUSED
EMPLOYEES

1,000+



MUNICIPALITIES
SERVED
ANNUALLY

400+



Our fair pricing, demonstrated reliability and professionalism, coupled with our willing and able staff makes awarding to Sweeping Corporation of America a risk-free choice to take over all your street sweeping requirements.

A few important attributes that sets us apart from perceived competition are:

- SCA has the **most modern fleet** in the country
- **Industry-leading safety program** that reduces overall incidents and lost time events
- **US DOT FHWA PM 10 compliant**
- **Verified Sweeping Service™** to confirm work is getting completed, the right way
- **Vigorous preventive maintenance program** to ensure on-time reliable service
- **Minimum 120-inch sweeping path** to maximize sweeping area
- **Dust control systems** to minimize dust
- **Minimum 5 cubic yard hoppers** to minimize unproductive time
- **Backup alarms** for safety
- **100% service guarantee** to ensure customer satisfaction

The foundation of SCA lies in our dedication to customer service and our team.

Our proven track record for safety, quality and reliability has established a trust with our customers and employees that is unmatched among other power sweeping providers. *Many companies claim dependable service; however, we can prove it.* SCA is very excited about this opportunity and the possibility of a new, long-term partnership with the City of Sandy Springs. If you have any questions regarding our proposal, please do not hesitate to contact us at 817-268-4100.

Sincerely,

The SCA Texas Team

2. OVERVIEW

Our proposal contains important information regarding Sweeping Corporation of America (SCA), our capabilities and qualifications to perform the street sweeping work called for in your city. We understand that the City of Allen, TX is seeking a qualified contractor that will follow the specifications set forth in this RFP and to confirm SCA has years of experience performing this type of work. We are excited about the opportunity to present why SCA is the preferred choice by Municipalities for all of Allen's Street sweeping requirements.

SCA is the largest power sweeping services company in the United States. Headquartered in Cleveland, OH, SCA self-performs power sweeping for highways, streets, industrial and commercial applications for both private and government entities. Customers served include municipalities, state departments of transportation (DOTS), commercial, infrastructure, and construction clients. In November 2020, SCA was purchased by Warburg Pincus, a leading global private equity firm. The investment will allow SCA to accelerate its sales and marketing efforts, continue to invest in best-in-class vehicles and technology and help the company identify strategic relationships and acquisition opportunities.



Being the industry leader, we offer over 70 strategic locations across the United States, covering 21 states, with more than 2,500 professional employees, and a 2,470+ sweeper fleet. SCA is committed to providing our customers with environmental service that reduces stormwater and air pollution to meet NPDES MS4 Permit requirements. Our expansive service footprint, experience, and flexibility, as well as our unrelenting focus



on safety and technology, positions SCA to be the premier choice for all of Sandy Springs's power sweeping requirements.

Our satisfied customers (we have a 100% satisfaction guarantee!) count on SCA to power sweep streets, parking lots and highways as well as construction, industrial, and special event sites. Our sweeping fleet utilizes the latest mechanical broom and regenerative air vacuum trucks that can handle everything from heavy debris on an interstate to dirt tracked onto road surfaces during construction projects or parking lot litter.

VERIFIED SWEEPING SERVICE®

We are the only sweeping company to offer our proprietary Verified Sweeping Service® (VSS). Our proven state-of-the-art VSS portal allows our customers to confirm that specific geofenced areas (contracted segment of roads/highways) have been swept, minimizing the use of a human inspector, saving on costs. Sandy Springs will have visibility into our active contract and will be able to view agreed to geofence boundaries, service parameters (max speed, min broom time, etc.) and a history of workorder completions. Our VSS portal is also available in desktop and mobile devices to allow for convenient access at any time to view predetermined performance metrics, real-time execution progress, and historical perspectives of SCA's services.

3. KEY PERSONNEL

Our employees are the key to our success. With thousands of years of experience, we are confident we have the most experienced staff in the US. Below is an organizational outline of our top leadership as well as our local management that would provide oversight for Sandy Springs:

Matthew Spencer – Chief Executive Officer (Relevant Experience – 20 Years)

Matt is the Executive Vice President and Chief Operating Officer of SCA. Prior to SCA, Matt held the role of Chief Operating Officer since 2017 of a private equity backed environmental services company and was Senior Vice President of Operations from 2015 to 2017. In this role, he was responsible for environmental, health and safety,



training/organizational development, commercial sales, engineering, and fleet procurement for over 90 locations, 1,600 employees and a P & L budget of \$420M. For the 12 years prior, Matt held progressive management positions in safety and operations for the two largest publicly-trade solid waste companies that included Area Safety Manager to General Manager of a \$90M vertically integrated market. Matt has a BS from the University of South Carolina.

Michael Latanza – Executive Vice President (Relevant Experience – 25 years)

Michael is the Executive Vice President of Strategy & Development. In this role, he leads SCA's mergers & acquisitions team, sales and marketing efforts, and strategic planning. Prior to SCA, Mr. Latanza was the owner and operator of USA Services of Florida, the largest street sweeping company in the state and one of the largest in the country. Mike brings the unique value of having the depth of experience of over 25 years in the sweeping industry at all levels of the operation including truck operations and maintenance, customer relations, business development, process improvement, contract bidding/negotiation, mergers & acquisitions, and executive management.

Mike has a BSBA from the University of Central Florida.

Ronnie Kendrix – General Manager (Relevant Experience – 21 Years)

Ronnie has been employed by SCA 1 year. He has the responsibility for the smooth transition of all new customer integration in our Texas District. He oversees all operational performance, ensures safety and compliance, implements procedural policies to uphold operational efficiency, sets quality control standards and oversees successful implementation of new customers. Develops effective and efficient routing of sweeping vehicles by analyzing productivity and quality assurance to ensure we meet customer goals and expectations. Analyzes variances and carries out necessary corrections that may arise, holds weekly meeting with operations and maintenance managers. Investigates concerns, complaints and takes and communicates appropriate corrective action.



Prior to his employment with SCA, Ronnie has continuously managed Street Sweeping services for 20 Years for Waste Partners/Sweeping Services of Texas, LP, which SCA acquired in 2021.

4. REFERENCES

Client 1:

- Company: City of Richardson, TX
- Contact Person: Bobby Kinser
- Email: Bobby.kinser@cor.gov
- Telephone Number: 214-908-4446

Client 2:

- Company: City of Grand Prairie, TX
- Contact Person: Bharati Maskey
- Email: bmaskey@gptx.org
- Telephone Number: 972-237-4566

Client 3:

- Company: City of Bedford, TX
- Contact Person: Bill Lankford
- Email: Bill.lankford@bedfordtx.gov
- Telephone Number: 817-952-2251

Client 4:

- Company: Downtown Fort Worth Inc.
- Contact Person: Matt Beard
- Email: matt@dfwi.org
- Telephone Number: 817-484-3713



5. QUALIFICATIONS

SCA and its legacy companies have over 565 years of sweeping experience based on the number of years since their inception! We pride ourselves as being the most highly trained and experienced sweeping company in the nation and our ability to rise-up to a new challenge is unsurpassed. We have expanded our service territory by acquisition but also by establishing true greenfield sites. Our entire Texas operation (Dallas, Houston, San Antonio, and Corpus Christie) was established in 2020 by securing new contracts, mobilizing existing equipment, purchasing new equipment, securing operational sites, and hiring or transferring best-in-class qualified employees to meet our customer requirements without a glitch. Our size gives us the ability to meet and exceed the changing demands of our growing customer base as we service the most Municipalities of any other sweeping company in the United States.

SCA will dedicate the appropriate amount of equipment and personnel, dependent of mileage/frequency chosen by Allen, TX, to complete all scheduled work in a timely manner. This effort will be overseen by Ronnie Kendrix, General Manager, and Brandon McGraw, District Operations Manager. All drivers are experienced in DOT and municipal street sweeping.

6. FACILITIES

SCA operates from The SCA Dallas Operations Center located at 9000 Trinity Blvd., Hurst, TX 76053. This location houses the SCA Dallas Operations Offices and Fleet Service Facility. The Fleet Team assigned to the Dallas location is composed of the Maintenance Supervisor, three full time mechanics and one shop helper.

7. EQUIPMENT

Asset Type	Asset Description	Year Model	Chassis Manufacturer	Chassis Model	Sweeper/Up-Fit Manufacturer	Sweeper/Up-Fit Model	VIN/Serial
Street Sweeper	Regen Air Sweeper	2011	International	4300	Tymco	600	1HTMMAAN5CJ455109
Street Sweeper	Mechanical Sweeper-Belt	2014	Freightliner	M2 106	Elgin	Eagle	1FVACXDT1EHFJ0429
Street Sweeper	Mechanical Sweeper-Belt	2020	Freightliner	M2 106	Schwarze	M6 Avalanche	1FVACXF0LHMD1158
Street Sweeper	Mechanical Sweeper-Belt	2020	Freightliner	M2 106	Schwarze	Avalanche	1FVACXF3LHMD9612
Street Sweeper	Regen Air Sweeper	2006	Isuzu	NQR	Tymco	435	JALE5B16177902226
Street Sweeper	Regen Air Sweeper	2007	Isuzu	NQR	Tymco	435	JALE5B16677903145
Street Sweeper	Mechanical Sweeper-Chain	2016	Isuzu	NRR	Stewart Amos	S-4	JALE5W160G7300487
Street Sweeper	Regen Air Sweeper	2009	Freightliner	M2	Elgin		1FVACXDT19DAM9763
Street Sweeper	Regen Air Sweeper	2006	Sterling	SC8000	Elgin	Crosswind	49HAADB6V11054
Street Sweeper	Regen Air Sweeper	2008	UD Trucks	UD3300	Elgin	Crosswind	JNAPC81L88AE70138
Street Sweeper	Mechanical Sweeper-Belt	2006	Sterling	SC8000	Elgin	Eagle	49HAADB6V16DV10973
Street Sweeper	Mechanical Sweeper-Belt	2007	Sterling	SC8000	Elgin	Eagle	49HAADB6V27DX57937
Street Sweeper	Mechanical Sweeper-Belt	2007	Sterling	SC8000	Elgin	Eagle	49HAADB6V97DW84078
Street Sweeper	Mechanical Sweeper-Belt	2006	Sterling	SC8000	Elgin	Eagle	49HAADB6V96DW74326
Street Sweeper	Mechanical Sweeper-Belt	2019	Freightliner	M2	Elgin	Eagle	3ALACXF3KDKS1418
Street Sweeper	Mechanical Sweeper-Belt	2019	Freightliner	M2	Elgin	Eagle	3ALACXF3KDKS1419
Street Sweeper	Mechanical Sweeper-Belt	2019	Freightliner	M2	Elgin	Eagle	1FVACXF3LHLL2462
Street Sweeper	Mechanical Sweeper-Belt	2007	Sterling	SC8000	Elgin	Eagle	49HAADB6V27DX61406
Street Sweeper	Mechanical Sweeper-Belt	2019	Freightliner	M2	Elgin	Eagle	1FVACXF9LHK20951
Street Sweeper	Truck, Sweeper Broom 2 ENG CDL BELT HD	2015	Freightliner	M2	Schwarze	M6 Avalanche	1FVACXDT1FHGP3938
Street Sweeper	Truck Sweeper Broom 2 ENG NON-CDL CNF HD	2009	Ford	Python			3FRML55209V133491
Dump Truck/Flatbed Truck	Dump Truck	2020	Freightliner	M2 106			1FVHCYFE3LHLJ1377
Dump Truck/Flatbed Truck	Dump Truck	2020	Freightliner	M2 106			1FVHCYFE3LHLJ1380
Dump Truck/Flatbed Truck	Dump Truck	2020	Freightliner	M2 106			1FVHCYFE3LHLJ1591
Dump Truck/Flatbed Truck	Flatbed Truck W/AB	2021	Hino	L6			5PVNJ8AV8M5T50528
Dump Truck/Flatbed Truck	Flatbed Truck W/AB	2020	Hino	L6			5PVNJ8AV5M5T50518
Dump Truck/Flatbed Truck	Flatbed Truck W/AB	2020	Hino				5PVNJ8AV5M5T51071
Dump Truck/Flatbed Truck	Litter Truck	2019	Isuzu	NPR HD			54DC4J1B4KS81889
Dump Truck/Flatbed Truck	Flatbed Truck W/AB	2021	Hino	L6			5PVNJ8AV6M5T50530
Dump Truck/Flatbed Truck	Litter Truck	2020	Isuzu	NPR HD			54DC4J1BXL5803765
Dump Truck/Flatbed Truck	Flatbed Truck W/AB	2021	Hino	L6			5PVNJ8AV8M5T50531
Dump Truck/Flatbed Truck	Flatbed Truck W/AB	2021	Hino	L6			5PVNJ8AV6M5T50513
Dump Truck/Flatbed Truck	Service Truck	2021	Kenworth	T440			38KBHJ8XXMF467982
Dump Truck/Flatbed Truck	Flatbed Truck W/AB	2020	Isuzu	NPR HD Gas			54DC4J1D1LS209745
Dump Truck/Flatbed Truck	Flatbed Truck W/AB	2021	Isuzu	FTR			54K6S160MSG50073
Dump Truck/Flatbed Truck	Flatbed Truck W/AB	2021	Isuzu	FTR			54K6S162MSG50074
Dump Truck/Flatbed Truck	Roll-Off Truck	2018	Kenworth	T800			1NKZ4TX7J199139
Dump Truck/Flatbed Truck	Truck, Flatbed/Stake body NON-CDL Attenuator	2002	International	4700			1HTSCABM42H521526
Dump Truck/Flatbed Truck	Truck, Flatbed/Stake body NON-CDL Attenuator	2002	International	4700			1HTSCABL02H524365
Dump Truck/Flatbed Truck	Truck, Flatbed/Stake body NON-CDL Attenuator	2003	International	7300			1HTWBAAL63J067075
Dump Truck/Flatbed Truck	Truck, Flatbed/Stake body NON-CDL Attenuator	2011	International	MA025			1HTMMAAM4BH283636
Dump Truck/Flatbed Truck	Truck, Flatbed/Stake body NON-CDL Attenuator	2013	International	MA025			1HTMMAAM2DH100883

Operational Communication Plan

Daily communication will occur with the City of Allen’s designated representative on the status of each day’s route completion. Items that will be conveyed, and not limited to, will be status of monthly sweeping schedule, delays, or changes in route strategy and/or completion, equipment issues and correction action, etc. This will be in addition to access to our VSS® portal so there will be 100% transparency in sweeping that has occurred throughout the city.

Debris Collection

This sweeping plan also allows for historical tracking of debris volume, enabling the pinpoint targeting via frequency adjustments to high-volume areas of debris. This plan includes training and follow up for all team members in disposing of collected street sweeping waste at appropriate certified landfills. All supporting documents (dump tickets) will be provided to Allen, TX as part of the daily reporting process if requested.

Quality Assurance/Quality Control

SCA will task the Operations Supervisor or the designated representative member of Site Management to inspect a minimum of 10% of the work performed and schedule any needed corrections within 48 hours. Our quality goal is to remove 100% of the debris considered normal day to day buildup and this plan will allow for the completion of the sweep cycle and allowing additional shifts to correct any audit deficiencies. Follow up sweeping resulting from an audit deficiency will be performed at no cost to Allen, TX. In the event of ongoing contract deficiencies SCA will submit a Corrective Action Plan to Allen, TX with targeted scope and date/time completion goals.

SCA will furnish daily reports to Allen, TX (by 10:00 AM) reflecting route (from/to, location specific), personnel, equipment, hours worked and dump tickets from debris disposal for the previous day. Allen, TX personnel will continue to have access to the SCA VSS® system installed in all SCA Sweeping and support equipment. This will allow geo-location tracking of all sweeping resources assigned to Allen, TX in real time. Tracking information available includes but is not limited to the following:

- a. Vehicle Identification
- b. Driver Identification
- c. Vehicle Systems Status (Water on/off, Broom on/off, Aux Engine on/off)
- d. Tracking Information (location, direction of travel, speed, stops)
- e. Route Playback (date/time from/to)



We utilize sweepers meeting PM-10 criteria for control of particulate matter. SCA will utilize water for dust suppression. We will not utilize water at a temperature of 40°F or less to avoid icing of the roadway. Sweeping will not occur during heavy rain or during periods of snow or ice.

Special Events & Post-Storm

We realize the need for a timely response to Special Events and Post-Storm situations. This plan is formatted to allow a 2-hour response regardless of the day. Complaints, regardless of the source, will be investigated the same day as notified and corrective measures will be applied within 48 hours. After corrective measures have been taken, the party registering the complaint will be notified of the outcome. All SCA service vehicles display the 1-888-SWEEPING phone number that is monitored 24 hours per day, 7 days per week. This guarantees a swift response to any inquiry, concern, or complaint.

Emergency and Non-Emergency Response

We realize the need for a timely response to emergency and non-emergency situations. This plan is formatted to allow a one-hour response during normal working hours (Sunday – Thursday 8PM to 5AM and Monday-Friday 7am to 4pm) and a two-hour response during non-working hours regardless of the day.

Municipal Services & Experience

Established in 1988, SCA was founded in Nashville, Tennessee with the vision of partnering with Municipalities and Departments of Transportation (DOTs) to sweep their highways, streets, and roadway systems. Today, we service over 500 municipalities across the country.

Safety

To enhance equipment visibility and the safety of the traveling public all SCA sweepers and follow trucks include the following: backup camera, a 360-degree rotating beacon on the front of the vehicle, LED marker and taillights, work lights, reflective tape, multiple



strobe lights, and slow-moving vehicle signs. SCA Regenerative air sweepers are equipped with ICC bumpers to provide under ride protection and utilize a crash attenuator (alpha 1000 or equal) for all sweeping operations that occur between dusk and dawn. Our mechanical broom sweepers and follow trucks possess a "48 X 96" Class C LED arrow board on the rear of the machine. Additionally, SCA follow trucks include a 62 MPH truck mounted attenuator for use on higher speed roads. SCA meets or exceeds all MUTCD guidelines for traffic control & safety.

SCA operational personnel are furnished with all personal protective equipment such as first aid kit, gloves, safety glasses, dust masks, safety vests, flashlights, 10lb. fire extinguisher, etc. required for the performance of their duties. All company vehicles carry a copy of our Sweeper Equipment Fluid Release SOP and our Hazardous Material Spill Response Kits and Reporting SOP. These items are reviewed with operational personnel at each location on a regular basis.

Safety is a priority for SCA managers and in an effort to enhance safety, our managers: perform quarterly vehicle inspections, hold formal monthly safety meetings, review driver accident procedures, review spill SOP, have daily safety talks with drivers, review work zone safety guidelines, require personnel to attend annual defensive driving courses, perform Pre/Post trip vehicle file audits, review driver safety rules, perform a quarterly road test with each driver, and perform random audits regarding traffic control. Periodically our insurance company visits our operational facilities for safety inspections.

SCA company policy states that if any operational personnel were involved in any type of accident or property damage the employee is to immediately notify their supervisor. SCA management would then contact the person involved to resolve the issue at no cost to the city and report the details to the appropriate city personnel. In the event SCA is involved in a vehicle accident the location supervisor and corporate safety manager will review and investigate the accident to minimize the chance of reoccurrence.

Our highly trained professional operators, combined with our reliable equipment, ensure we are prepared for any cleaning challenge. We guarantee we will exceed your expectations!



8. ROUTE LIST

CITY OF ALLEN, TEXAS				
STREET SWEEPING - DAY STREETS				
<i>ALL LOCATIONS WEST OF US 75</i>				
STREET	FROM	TO	CURB MILES	DATE COMPLETED
GLENDOVER DR	TWIN CREEKS	ALMA	1.03	
SCOTTSMAN	GLENDOVER	EXCHANGE PKWY	0.68	
TWIN CREEKS DR*	EXCHANGE PKWY	RIDGEVIEW DR	1.62	
GLENROSE	TWIN CREEKS	TWIN CREEKS	1.39	
COMANCHE DR	TWIN CREEKS	EXCHANGE PKWY	3.11	
CROSS PLAINS DR	COMANCHE	EXCHANGE PKWY	0.78	
RAINFOREST LN	COMANCHE	ALMA	1.77	
BEACON HILL DR	LIGHTHOUSE	MCDERMOTT	0.65	
TATUM	Alma Dr S	MCDERMOTT	1.16	
SUNCREEK DR	MCDERMOTT	ALMA DR S	1.65	
ROLLINS DR	ALMA DR S	FRANKLIN	0.89	
FRANKLIN	UNIVERSITY	HEDGCOXE	0.32	
BEL AIR DR	TATUM	BETHANY	2.96	
NEWPORT DR	BEL AIR DR	SEEPOR DR	0.73	
WATTERS CROSSING	BEL AIR DR	MCDERMOTT	0.68	



VENTURE DR	WATTERS DR	US 75	0.6	
EPOCH DR	VENTURE DR	BETHANY	0.5	
SHALLOWATER DR *	WALNUT SPRINGS	W. MCDERMOTT RD	2.22	
STARCREEK	SWEETWATER LN	WINDSONG	1.36	
WATTERS DR	STAR TRL	RIDGEVIEW DR	10.24	
RIDGEVIEW DR	WATTERS DR	CARTIER CROSSING (NEAR)	5.64	
RIDGEVIEW DR	WATTERS DR	END OF ROAD	0.96	
ALMA DR	RIDGEVIEW DR	HWY 121 S.R.	1.44	
RIDGEVIEW DR	CARTIER CROSSING	ALMA DR	0.8	
RIDGEVIEW DR	Alma Dr	CUSTER	8	
TWIN CREEKS DR*	EXCHANGE PKWY	GLEN ROSE	1.62	
TWIN CREEKS DR*	GLEN ROSE	MCDERMOTT	1.64	
MONTGOMERY BLVD	HWY 75 S.R.	BETHANY DR	2.88	
WATTERS DR	RODGEVIEW DR	HWY 121 S.R.	3.36	
BRYAN BLVD	BETHANY	NEWPORT	0.42	
STARCREEK	STACY	WINDSONG	1.5	
TATUM	ALMA	THOMAS E. SCHOOL	0.519	
TATUM	ALMA DR S	THOMAS ERICKSON	0.519	
TOTAL CURB MILES:			63.638	

CITY OF ALLEN, TEXAS				
STREET SWEEPING - DAY STREETS				
ALL LOCATIONS EAST OF US 75				
STREET	FROM	TO	CURB MILES	DATE COMPLETED
ENTERPRISE BLVD	BETHANY	US 75	1.26	
EXPERIAN	ENTERPRISE BLVD	US 75	0.26	

CENTURY PKWY	BETHANY	MCDERMOTT	1.49	
MILLENIUM DR	US 75	CENTURY PKWY	0.53	
BUTLER DR	CENTURY PKWY	MAIN ST	0.64	
ALLEN DR	MCDERMOTT	RAINTREE	1.87	
EXCHANGE PLACE	US 75	RAIL ROAD	0.47	
CEDAR DR	EXCHANGE PKWY	MCDERMOTT	2.38	
STATION PARK DR	CEDAR DR	RIVERCREST BLVD	0.66	
MEADOWGATE DR	GREENVILLE AVE	EXCHANGE PKWY	0.87	
LOST CREEK DR	STACY	CHARLESTON DR	0.78	
COUNTRY BROOK LN	MONACO DR	FM 1378	1.73	
MALONE RD	ANGEL PKWY	SHELLEY DR	4.52	
CHEYENNE DR	BETHANY	CITY LIMITS	0.55	
BETHANY CREEK BLVD	BETHANY	CHEYENNE	0.99	
SHADOW LAKES BLVD	BETHANY CREEK BLVD	ALLEN HEIGHTS S	0.75	
EDELWEISS DR	ALLEN HEIGHTS S	MALONE	1.41	
ALDER DR	MAIN ST	WINTERWOOD DR	0.5	
RIVERCREST BLVD	MALONE RD	GREENVILLE AVE	3.29	
HIGH MEADOW DR	GREENVILLE AVE	ALLEN HEIGHTS N	1.47	
FOUNTAIN GATE DR	TIMBERCREEK DR	MAIN ST	0.84	
FOUNTAIN GATE DR S	MAIN ST	ALLEN HEIGHTS S	0.89	
PARK PLACE DR	ALLEN HEIGHTS S	JUPITER RD	1.85	
HERITAGE PKWY	PARK PLACE DR	AYLESBURY	2.88	
AYLESBURY	HERITAGE PKWY	BETHANY	1.49	
WHITMAN DR	BETHANY	PARK PLACE	1.05	
PRESTIGE DR	JUPITER RD	BETHANY	1.42	
ALLENTOWN PKWY	GREENVILLE AVE	WEST END	0.41	
COLLIN DR	RIDGEMONT	CHAPARRAL	1.12	
HAWTHORNE DR	RIDGEMONT	HIGHTRAIL	0.71	
HIGHTRAIL DR	GREENVILLE AVE	JUPITER RD	0.82	
RIDGEMONT DR	GREENVILLE AVE	BETHANY	2.96	



COTTONWOOD	RIDGEMONT	CLEARLAKE DR	1.02	
COUNTRY BROOK	ANGEL PKWY	GOODMAN	0.378	
MALONE	ELISA	SHELLEY	0.852	
TRINITY	GREENVILLE AVE	SUMMERPLACE	0.685	
ST. MARY'S	GREENVILLE AVE	ALLEN DR	1.53	
STARCREEK	STACY	WINDSONG	1.5	
BRYAN BLVD	BETHANY	NEWPORT	0.42	
TATUM	ALMA	THOMAS E. SCHOOL	0.519	
ROARING SPRINGS	MAIN ST	EXCHANGE PKWY	2.02	
			TOTAL CURB MILES: 51.784	

CITY OF ALLEN, TEXAS

STREET SWEEPING - INTERSECTIONS

LOCATION	DIRECTION	DATE COMPLETED
ALMA & EXCHANGE	WEST	
ALMA & BETHANY	WEST	
ALMA & RIDGEVIEW	WEST	
ALMA & HEDGCOXE	WEST	
ALMA & MCDERMOTT	WEST	
BETHANY & ALLEN HEIGHTS	EAST	
BETHANY & JUPITER	EAST	
EXCHANGE & RIDGEVIEW	WEST	
EXCHANGE & ALLEN HEIGHTS	EAST	
EXCHANGE & ANGEL PKWY	EAST	
GREENVILLE & BETHANY	EAST	
GREENVILLE & EXCHANGE	EAST	
GREENVILLE & MAIN	EAST	



MAIN & ALLEN HEIGHTS	EAST	
MAIN & ANGEL PKWY	EAST	
MAIN & JUPITER	EAST	
TWIN CREEKS & MCDERMOTT	WEST	
WATTERS & MCDERMOTT	WEST	
WATTERS & STACY	WEST	
WATTERS & EXCHANGE	WEST	
US 75 & BETHANY	BOTH	
US 75 & MCDERMOTT	BOTH	
US 75 & STACY	BOTH	

CITY OF ALLEN, TEXAS	
STREET SWEEPING	
<i>PARKING LOTS</i>	
LOCATION	DATE COMPLETED
ALLEN STATION PARK NE LOT D460-W	
ALLEN STATION PARK SE LOT D560-A	
ALLEN STATION PARK W LOT D460-A	
SKATE PARK PARKING LOT D560-A	
BETHANY LAKES PARK SOUTH LOT D560-L	
BETHANY LAKES PARK NORTH LOT D560-L	
CITY HALL LOT #1 COURTS D559-H	
CITY HALL LOT #2 POLICE D559-H	
FORD PARK PARKING LOT D560-K	
JOE FARMER RECREATION CENTER D560-L	
LIBRARY ALLEN DRIVE D559-D	
NATATORIUM D460-X	
CENTRAL FIRE STATION D559-H	



CITY OF ALLEN, TEXAS				
STREET SWEEPING - NIGHT STREETS				
ALL LOCATIONS WEST OF US 75				
STREET	FROM	TO	CURB MILES	DATE COMPLETED
WATTERS RD	STACY RD	SH 121	2.03	
WATTERS RD	STACY RD	SH 121 - MEDIAN	2.03	
STACY RD	WATTERS RD	SH 121	2.37	
STACY RD	WATTERS RD	SH 121 - MEDIAN	2.37	
RIDGEVIEW DR *	OLD YORK LN	ALMA DR	6.83	
WATTERS RD	STACY RD	EXCHANGE PKWY	2.2	
WATTERS RD	STACY RD	EXCHANGE PKWY - MEDIAN	2.2	
STACY RD	WATTERS RD	US 75	1.84	
STACY RD	WATTERS RD	US 75 - MEDIAN	1.84	
ALMA DR	EXCHANGE PKWY	RIDGEVIEW DR	2.13	
ALMA DR	EXCHANGE PKWY	RIDGEVIEW DR - 1/2 MEDIAN	2.13	
EXCHANGE PKWY *	ALMA DR	SH 121	5.23	
EXCHANGE PKWY	ALMA DR	MARSHALL DR - 1/2 MEDIAN	1.33	
RIDGEVIEW DR	WALNUT SPRINGS DR	CUSTER RD	1.64	
ALMA DR	EXCHANGE PKWY	MCDERMOTT DR	2	
ALMA DR	EXCHANGE PKWY	MCDERMOTT DR - MEDIAN	2	
EXCHANGE PKWY	ALMA DR	BRAY CENTRAL DR	1.26	
EXCHANGE PKWY	ALMA DR	BRAY CENTRAL DR - MEDIAN	1.26	
EXCHANGE PKWY	WATTERS RD	US 75	1.3	
EXCHANGE PKWY	WATTERS RD	US 75 - MEDIAN	1.3	
BRAY CENTRAL DR *	RIDGEVIEW DR	WATTERS RD	4.16	
BRAY CENTRAL DR	EXCHANGE PKWY	WATTERS RD - MEDIAN	1.58	
JUNCTION DR	WATTERS RD	RAINTREE CIRCLE	1.42	



JUNCTION DR	WATTERS RD	RAINTREE CIRCLE - MEDIAN	1.42	
ALLEN DR	RAINTREE CIRCLE	US 75	0.28	
ALLEN DR	RAINTREE CIRCLE	US 75 - MEDIAN	0.28	
WATTERS RD *	BRAY CENTRAL DR	EXCHANGE PKWY	3.578	
WATTERS RD	BRAY CENTRAL DR	MCDERMOTT DR - MEDIAN	0.65	
BENTON DR	MCDERMOTT DR	BRAY CENTRAL DR	1.12	
PLAINVIEW DR	BENTON DR	WATTERS RD	0.39	
MCDERMOTT DR	WATTERS RD	US 75	0.77	
MCDERMOTT DR	WATTERS RD	US 75 - MEDIAN	0.77	
WATTERS RD	MCDERMOTT DR	BETHANY DR	1.32	
WATTERS RD	MCDERMOTT DR	BETHANY DR - MEDIAN	1.32	
MCDERMOTT DR	WATTERS RD	CUSTER RD	5.59	
MCDERMOTT DR	WATTERS RD	CUSTER RD - MEDIAN	5.59	
ALMA DR	MCDERMOTT DR	HEDGCOXE RD	2.87	
ALMA DR	MCDERMOTT DR	HEDGCOXE RD - MEDIAN	2.87	
HEDGCOXE RD	ALMA DR	CUSTER RD	2.93	
HEDGCOXE RD	ALMA DR	CUSTER RD - MEDIAN	2.93	
BETHANY DR	ALMA DR	US 75	2.65	
BETHANY DR	ALMA DR	US 75	2.65	
RAINTREE/BOSSY BOOTS *	DEAD END OF WATTERS	WATTERS RD	4.792	
CHELSEA BLVD *	W STACY RD	RIDGEVIEW DR	4.166	
ALLEN COMMERCE *	CHELSEA BLVD	US 75	1.06	
MEDICAL DR *	WATTERS RD	JUNCTION DR	0.298	
			TOTAL CURB MILES:	102.744

CITY OF ALLEN, TEXAS				
STREET SWEEPING - NIGHT STREETS				
ALL LOCATIONS EAST OF US 75				
STREET	FROM	TO		

			CURB MILES	DATE COMPLETED
EXCHANGE PKWY	US 75	GREENVILLE AVE	2.2	
EXCHANGE PKWY	US 75	GREENVILLE AVE - MEDIAN	2.2	
RIVERCREST BLVD	EXCHANGE PKWY	GREENVILLE AVE	1.4	
RIVERCREST BLVD	EXCHANGE PKWY	GREENVILLE AVE - MEDIAN	1.4	
EXCHANGE PKWY *	GREENVILLE AVE	CITY LIMITS	5.992	
EXCHANGE PKWY	GREENVILLE AVE	ANGEL PKWY - MEDIAN	2.8	
ANGEL PKWY	EXCHANGE PKWY	STACY RD	1.97	
ANGEL PKWY	EXCHANGE PKWY	STACY RD - MEDIAN	1.97	
ANGEL PKWY	EXCHANGE PKWY	MAIN ST	2.53	
ANGEL PKWY	EXCHANGE PKWY	MAIN ST - MEDIAN	2.53	
ALLEN HEIGHTS N	EXCHANGE PKWY	STACY RD	2.19	
ALLEN HEIGHTS N	EXCHANGE PKWY	STACY RD - MEDIAN	2.19	
ALLEN HEIGHTS N	EXCHANGE PKWY	MAIN ST	2.06	
ALLEN HEIGHTS N	EXCHANGE PKWY	MAIN ST - MEDIAN	2.06	
MAIN ST *	US 75	GREENVILLE AVE	3.418	
MAIN ST	ALLEN HEIGHTS N	GREENVILLE AVE - MEDIAN	2.64	
GREENVILLE AVE	MAIN ST	EXCHANGE PKWY	2.34	
GREENVILLE AVE	MAIN ST	EXCHANGE PKY - MEDIAN	2.34	
MCDERMOTT DR	GREENVILLE AVE	US 75	1.78	
MCDERMOTT DR	GREENVILLE AVE	US 75 - MEDIAN	1.78	
MAIN ST *	GREENVILLE AVE	ANGEL PKWY	4.484	
JUPITER RD	GREENVILLE AVE	CHAPARRAL	4.72	
CHAPARRAL	GREENVILLE AVE	END OF RD	2.79	
GREENVILLE AVE	CHAPARRAL	MAIN ST	4.45	
GREENVILLE AVE	CHAPARRAL	MAIN ST - MEDIAN	4.45	
BETHANY DR	GREENVILLE AVE	US 75	1.42	
BETHANY DR	GREENVILLE AVE	US 75 - MEDIAN	1.42	
BETHANY DR	GREENVILLE AVE	ALLEN HEIGHTS S	2.99	
BETHANY DR	GREENVILLE AVE	ALLEN HEIGHTS S - MEDIAN	2.99	



ALLEN HEIGHTS S	BETHANY DR	MAIN ST	2.34	
ALLEN HEIGHTS S	BETHANY DR	MAIN ST - MEDIAN	2.34	
ALLEN HEIGHTS S	BETHANY DR	CHAPARRAL	1.63	
ALLEN HEIGHTS S	BETHANY DR	CHAPARRAL - MEDIAN	0.52	
CHAPARRAL	ALLEN HEIGHTS S	END OF RD	0.88	
BETHANY DR	ALLEN HEIGHTS S	ANGEL PKWY	3.02	
BETHANY DR	ALLEN HEIGHTS S	ANGEL PKWY - MEDIAN	3.02	
STACY RD *	US 75	GREENVILLE AVE	3.588	
CHAPARRAL *	S. MALONE DR	ANGEL PKWY	1.016	
ANDREWS PKWY *	STACY RD	EXCHANGE PKWY	5.48	
CABELA DR *	US 75	ANDREWS PKWY	1.04	
SHELLEY DR	MALONE RD	ANGEL PKWY	1	
TOTAL CURB MILES:			103.38	

CITY OF ALLEN, TEXAS				
STREET SWEEPING - SECOND SWEEP				
ALL LOCATIONS SWEPT SECOND TIME A MONTH				
STREET	FROM	TO	CURB MILES	DATE COMPLETED
ALMA DR	EXCHANGE PKWY	SH 121	2.88	
ALMA DR	EXCHANGE PKWY	SH 121 - MEDIAN	2.88	
EXCHANGE PKWY *	ALMA DR	SH 121	5.23	
EXCHANGE PKWY	ALMA DR	MARSHALL DR - 1/2 MEDIAN	1.32	
EXCHANGE PKWY	ALMA DR	US 75	3.45	
EXCHANGE PKWY	ALMA DR	US 75 - MEDIAN	3.45	
ALMA DR	EXCHANGE PKWY	MCDERMOTT DR	2	
ALMA DR	EXCHANGE PKWY	MCDERMOTT DR - MEDIAN	2	

MCDERMOTT DR	ALMA DR	CUSTER RD	4.07	
MCDERMOTT DR	ALMA DR	CUSTER RD - MEDIAN	4.07	
MCDERMOTT DR	ALMA DR	US 75	2.47	
MCDERMOTT DR	ALMA DR	US 75 - MEDIAN	2.47	
ALMA DR	MCDERMOTT DR	HEDGCOXE RD	2.87	
ALMA DR	MCDERMOTT DR	HEDGCOXE RD - MEDIAN	2.87	
HEDGCOXE RD	ALMA DR	CUSTER RD	2.93	
HEDGCOXE RD	ALMA DR	CUSTER RD - MEDIAN	2.93	
BETHANY DR	ALMA DR	US 75	2.63	
BETHANY DR	ALMA DR	US 75 - MEDIAN	2.63	
WATTERS RD	BETHANY DR	BRAY CENTRAL DR	2	
WATTERS RD	BETHANY DR	BRAY CENTRAL DR	2	
PLAINVIEW DR	WATTERS RD	BENTON DR	0.39	
WATTERS RD	EXCHANGE PKWY	US 121	4.27	
WATTERS RD	EXCHANGE PKWY	US 121 - MEDIAN	4.27	
EXCHANGE PKWY	US 75	ANGEL PKWY	4.98	
EXCHANGE PKWY	US 75	ANGEL PKWY - MEDIAN	4.98	
ANGEL PKWY	STACY RD	MAIN ST	4.51	
ANGEL PKWY	STACY RD	MAIN ST - MEDIAN	4.51	
ALLEN HEIGHTS N	STACY RD	MAIN ST	4.28	
ALLEN HEIGHTS N	STACY RD	MAIN ST - MEDIAN	4.28	
ALLEN HEIGHTS S	MAIN ST	CHAPARRAL	4.05	
ALLEN HEIGHTS S	MAIN ST	CHAPARRAL - MEDIAN	2.05	
MAIN ST	ALLEN HEIGHTS S	GREENVILLE AVE	2.64	
MAIN ST	ALLEN HEIGHTS S	GREENVILLE AVE - MEDIAN	2.64	
GREENVILLE AVE	MAIN ST	EXCHANGE PKWY	2.34	
GREENVILLE AVE	MAIN ST	EXCHANGE PKWY - MEDIAN	2.34	
MCDERMOTT DR	GREENVILLE AVE	US 75	1.78	
MCDERMOTT DR	GREENVILLE AVE	US 75 - MEDIAN	1.78	



MAIN ST *	GREENVILLE AVE	ANGEL PKWY	5.724	
GREENVILLE AVE *	E STACY RD	CHAPARRAL	8.738	
GREENVILLE AVE	MAIN ST	CHAPARRAL - MEDIAN	4.45	
JUPITER RD	CHAPARRAL	GREENVILLE AVE	4.72	
BETHANY DR	US 75	ALLEN HEIGHTS S	4.48	
BETHANY DR	US 75	ALLEN HEIGHTS S - MEDIAN	4.48	
BETHANY DR	ALLEN HEIGHTS S	ANGEL PKWY	3.02	
BETHANY DR	ALLEN HEIGHTS S	ANGEL PKWY - MEDIAN	3.02	
TOTAL CURB MILES:			151.872	

9. WORK PLAN

CITY OF ALLEN DETAILED WORK PLAN

1. Schedule

Listed above describing roadways and information to be conveyed.

2. Quality Control Plan

Operators are trained in function of equipment, and in quality of expected services. Ongoing self-checks of work performed routinely done by any operator scheduled to sweep in area. Supervisors routinely route check operator crews for quality and proficiency in daily duties.

3. Customer Service Plan

Communications will be made pre-service interval by supervisory personnel to City of Allen appointed contact. Daily communications from operator to supervisor, then to City of Allen appointed contact will be made during operational hours, for any issues that may arise. All communications from City of Allen appointed contact to operators or supervisory personnel will take precedence, barring any out-of-scope requests.

4. Safety Plan

Monthly safety topics are discussed in shift meetings, to include all personnel. Daily tool-box talks are given pre-shift. Topics of safety will vary and have relatable information.



Equipment is fitted with high visibility rotating beacon(s), marker light flashers, and directional light boards.

5. Summary

SCA is the premier street sweeping company in industry. We have well trained, qualified operators who are more than just drivers. We have an extensive history between management and operators, to some 100 plus years combined in this location alone. We take pride in our abilities, and that we are in some way working for ourselves, in the upkeep and aesthetics of the vast Texas roadway systems.

10.Final Disposal Site

C & D Landfill

4144 Dick Price Rd, Fort Worth, TX 76140

Letter Attached

Appendix A – Contractor Project Manager

SCA's Project Manager for this Contract will be Ronnie Kendrix – 21 Years Street Sweeping Experience



Date: 11/22/2022
ADDENDUM 1
2023-11-14
Street Sweeping Services

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Attachments:

- Pre-Proposal Sign-In Sheet

Questions & Answers:

1. What is meant by Bi-weekly or Bi-monthly?

Answer: Bi-weekly – every other week. Bi-monthly – Every other month.

2. A request for the Bid Tabulation for the last time Street Sweeping Services was awarded.

Answer: A bid tabulation for the last awarded Street Sweeping Services does not exist.

3. Request for the names of the streets for the City of Allen.

Answer: See attachment section in IONWAVE, see Excel file named “Street Section Sweeping Sites RFP 2023-11-14.” This file has 7 tabs listing the frequency of tasks and sections A, A1, B, C, C1 and C2 which provide the names of related streets to be swept during the day, intersections to be swept at night, locations and addresses of parking lots to be swept a night, and the names of streets to be swept at night, this file also includes curb miles. Tabs referenced can be found at the bottom of the Excel file.

4. When sand is spread to cover ice are those sweeps considered included in the price of the bid or will they be considered a separate additional cost?

Answer: All cost of scheduled sweeps should be included in Bidders’ response. All unscheduled Emergency Sweeps shall be a separate itemized cost provided in Bidders’ response.

5. Section IV of RFP –

Regarding the following statement “**Please provide a sample with bid submittal!**” it has been removed as a request.

Additionally, in regards to the following statement in Section IV:

“The objective of this evaluation process is to identify and select the proposer **with the** best satisfies the requirement of the City of Allen.” The before mentioned sentence is replaced with “The objective of this evaluation process is to identify and select the proposer **who** best satisfies the requirement of the City of Allen.”

6. If the City does not provide a place for the Bidder to Dump, will the City provide a location where the Bidder can maintain a roll-off that is accessible 24 / 7 (100 sq feet area)

Answer: The City does not provide a location for the Bidder to dump. Additionally, a location for the Bidder to maintain a roll off will not be provided by the City.

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID



Signature of Officer

12/7/2022

Date



**BID TAB- RFP 2023-11-14
STREET SWEEPING SERVICES**

				Sweeping Corporation of America		Mr. Sweeper		Pannel Industries, Inc.	
Line #	Task	Annual Quantity Estimate	Unit of Measure	Unit Price	Bid Cost	Unit Price	Bid Cost	Unit Price	Bid Cost
1	Street Sweeping- Day	800	Curb Mile	\$42.25	\$33,800.00	\$59.00	\$47,200.00	\$65.00	\$52,000.00
2	Street Sweeping- Night	1500	Curb Mile	\$42.25	\$63,750.00	\$45.00	\$67,500.00	\$70.00	\$105,000.00
3	Parking Lots- Nights	105	Each	\$85.50	\$8,977.50	\$50.00	\$5,250.00	\$100.00	\$10,500.00
4	Intersection Sweeping -Nights	345	Each	\$125.00	\$43,125.00	\$50.00	\$17,250.00	\$60.00	\$20,700.00
5	Emergency Response (4- hour minimum)	350	Curb Mile	\$125.00	\$43,750.00	\$199.00	\$69,650.00	\$225.00	\$78,750.00
	Grand Total Each Bidder				\$193,027.50		\$206,850.00		\$266,950.00

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: January 24, 2023

AGENDA CAPTION: Award bid and authorize the City Manager to execute an agreement with Alderink Enterprises, Inc., dba CI Pavement for the 2023 Street and Alley Rehabilitation Project for \$1,994,991.

STAFF RESOURCE: Chris Flanigan, Director of Engineering

STRATEGIC PLANNING GOAL: Financially Sound and Transparent City Government.

BACKGROUND

The systematic repair and replacement of aging, cracked, and failing pavement is part of our ongoing maintenance program. By removing and replacing deteriorated panels of concrete, the life span of the overall roadway is extended. In the Spring of 2022, city staff engaged Infrastructure Management Systems (IMS) to assess the condition of every street and alley of the city’s network, utilizing a specially equipped pavement condition survey vehicle to measure surface distress. Using that data, with input from staff, IMS developed a five-year improvement plan that identifies where best to invest resources in repairs, in order to maintain the network in good condition. This project consists of locations selected to receive maintenance and rehabilitation in year one of that improvement plan but does not constitute all of the recommended locations. Furthermore, another contract will be forthcoming later in the fiscal year that will be asphalt-related pavement repair locations. This contract is only concrete repair locations.

The Annual Street and Alley Rehabilitation contract value for prior years is summarized below, for comparison purposes:

Awarded Value of Previous Street and Alley Rehabilitation Contracts

Fiscal Year 2018	\$ 1,407, 431
Fiscal Year 2019	\$ 891,478
Fiscal Year 2020	\$ 1,111,172
Fiscal Year 2021	\$ 967,050
Fiscal Year 2022	\$ 1,932,009

Included in the city-wide project for this fiscal year is approximately 3,041 square yards of alley pavement repair, 12,268 square yards of roadway pavement repair, associated curb and gutter repair, barrier free ramps, and incidental items (traffic control, grass restoration, etc.) associated with the repairs at various locations.

On Jan 06, 2023, three (3) bids were received, each proposing the time they would complete the project (in calendar days) as well as the price they were bidding. The Base bid, plus alternates 2 & 3, for each bidder, equate to the calendar days and bid amount summarized in the table below:

Bid 2023-12-23

Contractor	Calendar Days	Bid Amount
------------	---------------	------------

ALDERINK ENTERPRISES, INC. dba CI PAVEMENT	265	\$ 1,994,991
URBAN INFRACONSTRUCTION, LLC	480	\$ 2,039,405
AXIS CONTRACTING, INC	455	\$ 2,434,984

This project was competitively bid and publicly advertised, with terms for selection based on “best value.” Upon review of the price proposals, reference checks, past work experience of each bidder, and the time of completion bid on the project, it is recommended to award the contract to Alderink Enterprises, Inc. dba CI Pavement.

BUDGETARY IMPACT

The total budget and proposed funding sources for this project in the 2023-2027 CIP Book, found on page PW-02 and are within the allocations approved with the FY23 annual budget. Funding sources are below:

ST2301 – 2023 Street and Alley Rehabilitation Project (Various Locations) Award Itemization

Bid Amount	\$ 1,994,991
TOTAL AWARD AMOUNT	\$ 1,994,991

ST2301 – 2023 Street and Alley Rehabilitation Project (Various Locations) Project Funding Source

Funding Source	Proposed
GO BOND	\$ 350,000
ARPA	\$ 881,097
SOLID WASTE (ENTERPRISE FUND)	\$ 300,000
STREETS OPERATIONS (GEN FUND)	\$ 463,894
TOTAL	\$ 1,994,991

STAFF RECOMMENDATION

Staff recommends that Council award bid and authorize the City Manager to execute an agreement with Alderink Enterprises, Inc., dba CI Pavement for the 2023 Street and Alley Rehabilitation Project for \$1,994,991.

MOTION

I make a motion to award bid and authorize the City Manager to execute an agreement with Alderink Enterprises, Inc., dba CI Pavement for the 2023 Street and Alley Rehabilitation Project for \$1,994,991.

ATTACHMENT(S)

[Agreement - Alderlink Bid Proposal](#)

LOCATION MAP

**EXHIBIT 9
STANDARD FORM OF AGREEMENT**

STATE OF TEXAS }
COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this 10th day of January, of 2023 by and between The City of Allen, Texas, a municipal corporation, of the County of Collin and State of Texas, acting through its City Manager thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Alderink Enterprises, Inc. dba CI Pavement of the City of Grand Prairie, County of Dallas and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

2023 Street and Alley Rehabilitation Project Bid No. 2023-12-23

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within Two Hundred Sixty-Five (265) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF ALLEN, TEXAS
Party of the First Part (OWNER)

CI Pavement
Party of the Second Part (CONTRACTOR)

By _____
Eric Ellwanger, City Manager

By Rob Alderink

Attest _____
Shelley B. George, City Secretary

Attest 

BASE BID					
ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
1	1	LS	Mobilization, Bonds, Insurance and all Permitting (entire project), complete, for the Lump Sum of (NTE 5%) Sixty Seven thousand dollars & Zero Cents Lump Sum	\$67,000.00	\$67,000.00
2	1	LS	Provide Construction Material Testing of subgrade and concrete as specified in the plans including all incidentals utilizing City approved firm for the Lump Sum of Twenty Eight Thousand Dollars & Zero Cents Lump Sum	\$28,000.00	\$28,000.00
3	12	MO	For temporary portable arrow boards (2) and all incidentals for the sum of Seven Hundred Fifty Dollars and Zero Cents Per Month	\$750.00	\$9,000.00
4	12	MO	For temporary portable message boards (2) and all incidentals for the sum of Four Thousand Dollars & Zero Cents Per Month	\$4,000.00	\$48,000.00
5	1	LS	Traffic Control for single lane closure of arterial or collector roadways, including all incidentals for the sum of Ten Thousand Dollars & Zero Cents Lump Sum	\$10,000.00	\$10,000.00
6	1	LS	Erosion Control for all disturbed areas, including inlet sediment barriers and all incidentals for the Lump Sum of Three Thousand Dollars & Zero Cents Lump Sum	\$3,000.00	\$3,000.00
7	9,205	SY	Saw, remove and dispose of existing reinforced or non-reinforced concrete street, alley, sidewalk, curb ramp, pavers, median pavers, median nose, ramp, or curb including all incidentals for the sum of Twenty Seven Dollars & Zero Cents Per Square Yard	\$27.00	\$248,535.00
8	312	CY	Unclassified roadway or alley excavation including all clearing, hauling and disposal of surplus for the sum of Twenty Five Dollars & Zero Cents Per Cubic Yard	\$25.00	\$7,800.00
9	1,894	SY	Construct 10 inch Class C, 3600 psi, reinforced concrete street paving, to include but not limited to integral curb, striping, and manhole /valve adjust including all incidentals for the sum of One Hundred Sixteen Dollars & Sixty Fours Cents Per Square Yard	\$116.64	\$220,916.16

10	6,015	SY	Construct 8 inch Class C, 3600 psi, reinforced concrete street paving, to include but not limited to integral curb, striping, and manhole /valve adjust including all incidentals for the sum of Ninety Six Dollars & Fifty Seven Cents Per Square Yard	\$96.57	\$580,868.55
11	1,296	SY	Construct 8-4-8 inch Class C, 3600 psi, strength reinforced concrete alley paving, including all incidentals for the sum of One Hundred Four Dollars & Zero Cents Per Square Yard	\$104.00	\$134,784.00
12	500	LF	Construct 3600 psi, strength reinforced concrete curb and gutter, including all incidentals for the sum of Fifty Four Dollars & Zero Cents Per Linear Foot	\$54.00	\$27,000.00
13	100	CY	Furnish and install flexible base, including all incidentals for the sum of Forty Five Dollars & Zero Cents Per Cubic Yard	\$45.00	\$4,500.00
14	500	CY	Furnish and install fill material including all incidentals for the sum of Thirty Dollars & Zero Cents Per Cubic Yard	\$30.00	\$15,000.00
15	10	SY	Construct 4 inch Class C, 3600 psi, reinforced concrete sidewalk paving, including all incidentals for the sum of Ninety Dollars & Zero Cents Per Square Yard	\$90.00	\$900.00
16	2	CY	Construct 4 inch Class C, 3600 psi, reinforced concrete barrier free ramp, including truncated domed pavers and all incidentals for the sum of One Thousand Eight Hundred Fifty and Zero Cents Per Each	\$1,850.00	\$3,700.00
17	951	SY	Furnish and install block sodding (match existing type), including 4 inches of top soil and watering until established, including all incidentals for the sum of Fourteen Dollars & Zero Cents Per Square Yard	\$14.00	\$13,314.00

TOTAL - STREET AND ALLEY REHABILITATION BASE BID: \$1,422,317.71

CALENDAR DAYS 185

Alternate #1					
ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
A1-1	1	LS	Provide Construction Material Testing of subgrade and concrete as specified in the plans including all incidentals utilizing City approved firm for the Lump Sum of Twenty Eight Thousand Dollars & Zero Cents Lump Sum	\$15,000.00	\$15,000.00
A1-2	1	LS	Traffic Control for single lane closure of arterial or collector roadways, including all incidentals for the sum of Ten Thousand Dollars & Zero Cents Lump Sum	\$5,000.00	\$5,000.00
A1-3	1	LS	Erosion Control for all disturbed areas, including inlet sediment barriers and all incidentals for the Lump Sum of Three Thousand Dollars & Zero Cents Lump Sum	\$1,000.00	\$1,000.00
A1-4	1,296	SY	Saw, remove and dispose of existing reinforced or non-reinforced concrete street, alley, sidewalk, curb ramp, pavers, median pavers, median nose, ramp, or curb including all incidentals for the sum of Twenty Seven Dollars & Zero Cents Per Square Yard	\$27.00	\$34,992.00
A1-5	13	CY	Unclassified roadway or alley excavation including all clearing, hauling and disposal of surplus for the sum of Twenty Five Dollars & Zero Cents Per Cubic Yard	\$25.00	\$325.00
A1-6	0	SY	Construct 8 inch Class C, 3600 psi, reinforced concrete street paving, to include but not limited to integral curb, striping, and manhole /valve adjust including all incidentals for the sum of Ninety Six Dollars & Fifty Seven Cents Per Square Yard	\$96.57	\$0.00
A1-7	1,296	SY	Construct 8-4-8 inch Class C, 3600 psi, strength reinforced concrete alley paving, including all incidentals for the sum of One Hundred Four Dollars & Zero Cents Per Square Yard	\$104.00	\$134,784.00
A1-8	0	SY	Construct 4 inch Class C, 3600 psi, reinforced concrete sidewalk paving, including all incidentals for the sum of Ninety Dollars & Zero Cents Per Square Yard	\$90.00	\$0.00
A1-9	0	CY	Construct 4 inch Class C, 3600 psi, reinforced concrete barrier free ramp, including truncated domed pavers and all incidentals for the sum of One Thousand Eight Hundred Fifty and Zero Cents Per Each	\$1,850.00	\$0.00
A1-10	441	SY	Furnish and install block sodding (match existing type), including 4 inches of top soil and watering until established, including all incidentals for the sum of Fourteen Dollars & Zero Cents Per Square Yard	\$14.00	\$6,174.00

TOTAL - STREET AND ALLEY REHABILITATION ALTERNATE #1:

\$197,275.00

CALENDAR DAYS

30

Alternate #2

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
A2-1	1	LS	Provide Construction Material Testing of subgrade and concrete as specified in the plans including all incidentals utilizing City approved firm for the Lump Sum of Twenty Eight Thousand Dollars & Zero Cents Lump Sum	\$20,000.00	\$20,000.00
A2-2	1	LS	Traffic Control for single lane closure of arterial or collector roadways, including all incidentals for the sum of Ten Thousand Dollars & Zero Cents Lump Sum	\$7,500.00	\$7,500.00
A2-3	1	LS	Erosion Control for all disturbed areas, including inlet sediment barriers and all incidentals for the Lump Sum of Three Thousand Dollars & Zero Cents Lump Sum	\$2,500.00	\$2,500.00
A2-4	2,359	SY	Saw, remove and dispose of existing reinforced or non-reinforced concrete street, alley, sidewalk, curb ramp, pavers, median pavers, median nose, ramp, or curb including all incidentals for the sum of Twenty Seven Dollars & Zero Cents Per Square Yard	\$27.00	\$63,693.00
A2-5	81	CY	Unclassified roadway or alley excavation including all clearing, hauling and disposal of surplus for the sum of Twenty Five Dollars & Zero Cents Per Cubic Yard	\$25.00	\$2,025.00
A2-6	2,067	SY	Construct 8 inch Class C, 3600 psi, reinforced concrete street paving, to include but not limited to integral curb, striping, and manhole /valve adjust including all incidentals for the sum of Ninety Six Dollars & Fifty Seven Cents Per Square Yard	\$96.57	\$199,610.19
A2-7	292	SY	Construct 8-4-8 inch Class C, 3600 psi, strength reinforced concrete alley paving, including all incidentals for the sum of One Hundred Four Dollars & Zero Cents Per Square Yard	\$104.00	\$30,368.00
A2-8	10	SY	Construct 4 inch Class C, 3600 psi, reinforced concrete sidewalk paving, including all incidentals for the sum of Ninety Dollars & Zero Cents Per Square Yard	\$90.00	\$900.00
A2-9	4	CY	Construct 4 inch Class C, 3600 psi, reinforced concrete barrier free ramp, including truncated domed pavers and all incidentals for the sum of One Thousand Eight Hundred Fifty and Zero Cents Per Each	\$1,850.00	\$7,400.00
A2-10	209	SY	Furnish and install block sodding (match existing type), including 4 inches of top soil and watering until established, including all incidentals for the sum of Fourteen Dollars & Zero Cents Per Square Yard	\$14.00	\$2,926.00

TOTAL - STREET AND ALLEY REHABILITATION ALTERNATE #2:

\$336,922.19

CALENDAR DAYS

50

Alternate #3

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
A3-1	1	LS	Provide Construction Material Testing of subgrade and concrete as specified in the plans including all incidentals utilizing City approved firm for the Lump Sum of Twenty Eight Thousand Dollars & Zero Cents Lump Sum	\$15,000.00	\$15,000.00
A3-2	1	LS	Traffic Control for single lane closure of arterial or collector roadways, including all incidentals for the sum of Ten Thousand Dollars & Zero Cents Lump Sum	\$5,000.00	\$5,000.00
A3-3	1	LS	Erosion Control for all disturbed areas, including inlet sediment barriers and all incidentals for the Lump Sum of Three Thousand Dollars & Zero Cents Lump Sum	\$1,000.00	\$1,000.00
A3-4	1,593	SY	Saw, remove and dispose of existing reinforced or non-reinforced concrete street, alley, sidewalk, curb ramp, pavers, median pavers, median nose, ramp, or curb including all incidentals for the sum of Twenty Seven Dollars & Zero Cents Per Square Yard	\$27.00	\$43,011.00
A3-5	20	CY	Unclassified roadway or alley excavation including all clearing, hauling and disposal of surplus for the sum of Twenty Five Dollars & Zero Cents Per Cubic Yard	\$25.00	\$500.00
A3-6	140	SY	Construct 8 inch Class C, 3600 psi, reinforced concrete street paving, to include but not limited to integral curb, striping, and manhole /valve adjust including all incidentals for the sum of Ninety Six Dollars & Fifty Seven Cents Per Square Yard	\$96.57	\$13,519.80
A3-7	1,453	SY	Construct 8-4-8 inch Class C, 3600 psi, strength reinforced concrete alley paving, including all incidentals for the sum of One Hundred Four Dollars & Zero Cents Per Square Yard	\$104.00	\$151,112.00
A3-8	0	SY	Construct 4 inch Class C, 3600 psi, reinforced concrete sidewalk paving, including all incidentals for the sum of Ninety Dollars & Zero Cents Per Square Yard	\$90.00	\$0.00
A3-9	0	CY	Construct 4 inch Class C, 3600 psi, reinforced concrete barrier free ramp, including truncated domed pavers and all incidentals for the sum of One Thousand Eight Hundred Fifty and Zero Cents Per Each	\$1,850.00	\$0.00
A3-10	472	SY	Furnish and install block sodding (match existing type), including 4 inches of top soil and watering until established, including all incidentals for the sum of Fourteen Dollars & Zero Cents Per Square Yard	\$14.00	\$6,608.00

TOTAL - STREET AND ALLEY REHABILITATION ALTERNATE #3:

\$235,750.80

CALENDAR DAYS

30

Alternate #4

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
A4-1	1	LS	Provide Construction Material Testing of subgrade and concrete as specified in the plans including all incidentals utilizing City approved firm for the Lump Sum of Twenty Eight Thousand Dollars & Zero Cents Lump Sum	\$20,000.00	\$20,000.00
A4-2	1	LS	Traffic Control for single lane closure of arterial or collector roadways, including all incidentals for the sum of Ten Thousand Dollars & Zero Cents Lump Sum	\$5,000.00	\$5,000.00
A4-3	1	LS	Erosion Control for all disturbed areas, including inlet sediment barriers and all incidentals for the Lump Sum of Three Thousand Dollars & Zero Cents Lump Sum	\$2,000.00	\$2,000.00
A4-4	2,638	SY	Saw, remove and dispose of existing reinforced or non-reinforced concrete street, alley, sidewalk, curb ramp, pavers, median pavers, median nose, ramp, or curb including all incidentals for the sum of Twenty Seven Dollars & Zero Cents Per Square Yard	\$27.00	\$71,226.00
A4-5	60	CY	Unclassified roadway or alley excavation including all clearing, hauling and disposal of surplus for the sum of Twenty Five Dollars & Zero Cents Per Cubic Yard	\$25.00	\$1,500.00
A4-6	1,261	SY	Construct 8 inch Class C, 3600 psi, reinforced concrete street paving, to include but not limited to integral curb, striping, and manhole /valve adjust including all incidentals for the sum of Ninety Six Dollars & Fifty Seven Cents Per Square Yard	\$96.57	\$121,774.77
A4-7	1,377	SY	Construct 8-4-8 inch Class C, 3600 psi, strength reinforced concrete alley paving, including all incidentals for the sum of One Hundred Four Dollars & Zero Cents Per Square Yard	\$104.00	\$143,208.00
A4-8	17	SY	Construct 4 inch Class C, 3600 psi, reinforced concrete sidewalk paving, including all incidentals for the sum of Ninety Dollars & Zero Cents Per Square Yard	\$90.00	\$1,530.00
A4-9	4	CY	Construct 4 inch Class C, 3600 psi, reinforced concrete barrier free ramp, including truncated domed pavers and all incidentals for the sum of One Thousand Eight Hundred Fifty and Zero Cents Per Each	\$1,850.00	\$7,400.00
A4-10	560	SY	Furnish and install block sodding (match existing type), including 4 inches of top soil and watering until established, including all incidentals for the sum of Fourteen Dollars & Zero Cents Per Square Yard	\$14.00	\$7,840.00

TOTAL - STREET AND ALLEY REHABILITATION ALTERNATE #4:

\$381,478.77

CALENDAR DAYS

60

Alternate #5

ITEM NO.	EST QNTY	UNIT	DESCRIPTION AND PRICE IN WORDS	UNIT PRICE IN FIGURES	EXTENDED AMOUNT
A5-1	1	LS	Provide Construction Material Testing of subgrade and concrete as specified in the plans including all incidentals utilizing City approved firm for the Lump Sum of Twenty Eight Thousand Dollars & Zero Cents Lump Sum	\$22,500.00	\$22,500.00
A5-2	1	LS	Traffic Control for single lane closure of arterial or collector roadways, including all incidentals for the sum of Ten Thousand Dollars & Zero Cents Lump Sum	\$10,000.00	\$10,000.00
A5-3	1	LS	Erosion Control for all disturbed areas, including inlet sediment barriers and all incidentals for the Lump Sum of Three Thousand Dollars & Zero Cents Lump Sum	\$2,500.00	\$2,500.00
A5-4	5,009	SY	Saw, remove and dispose of existing reinforced or non-reinforced concrete street, alley, sidewalk, curb ramp, pavers, median pavers, median nose, ramp, or curb including all incidentals for the sum of Twenty Seven Dollars & Zero Cents Per Square Yard	\$27.00	\$135,243.00
A5-5	66	CY	Unclassified roadway or alley excavation including all clearing, hauling and disposal of surplus for the sum of Twenty Five Dollars & Zero Cents Per Cubic Yard	\$25.00	\$1,650.00
A5-6	531	SY	Construct 8 inch Class C, 3600 psi, reinforced concrete street paving, to include but not limited to integral curb, striping, and manhole /valve adjust including all incidentals for the sum of Ninety Six Dollars & Fifty Seven Cents Per Square Yard	\$96.57	\$51,278.67
A5-7	4,478	SY	Construct 8-4-8 inch Class C, 3600 psi, strength reinforced concrete alley paving, including all incidentals for the sum of One Hundred Four Dollars & Zero Cents Per Square Yard	\$104.00	\$465,712.00
A5-8	5	SY	Construct 4 inch Class C, 3600 psi, reinforced concrete sidewalk paving, including all incidentals for the sum of Ninety Dollars & Zero Cents Per Square Yard	\$90.00	\$450.00
A5-9	2	CY	Construct 4 inch Class C, 3600 psi, reinforced concrete barrier free ramp, including truncated domed pavers and all incidentals for the sum of One Thousand Eight Hundred Fifty and Zero Cents Per Each	\$1,850.00	\$3,700.00
A5-10	1,443	SY	Furnish and install block sodding (match existing type), including 4 inches of top soil and watering until established, including all incidentals for the sum of Fourteen Dollars & Zero Cents Per Square Yard	\$14.00	\$20,202.00

TOTAL - STREET AND ALLEY REHABILITATION ALTERNATE #5:

\$713,235.67

CALENDAR DAYS

100

CI Pavement
PROPOSAL SUMMARY

TOTAL STREET AND ALLEY REHABILITATION BASE BID	\$1,422,317.71
TOTAL STREET AND ALLEY REHABILITATION ALTERNATE #1	\$197,275.00
TOTAL STREET AND ALLEY REHABILITATION ALTERNATE #2	\$336,922.19
TOTAL STREET AND ALLEY REHABILITATION ALTERNATE #3	\$235,750.80
TOTAL STREET AND ALLEY REHABILITATION ALTERNATE #4	\$381,478.77
TOTAL STREET AND ALLEY REHABILITATION ALTERNATE #5	\$713,235.67

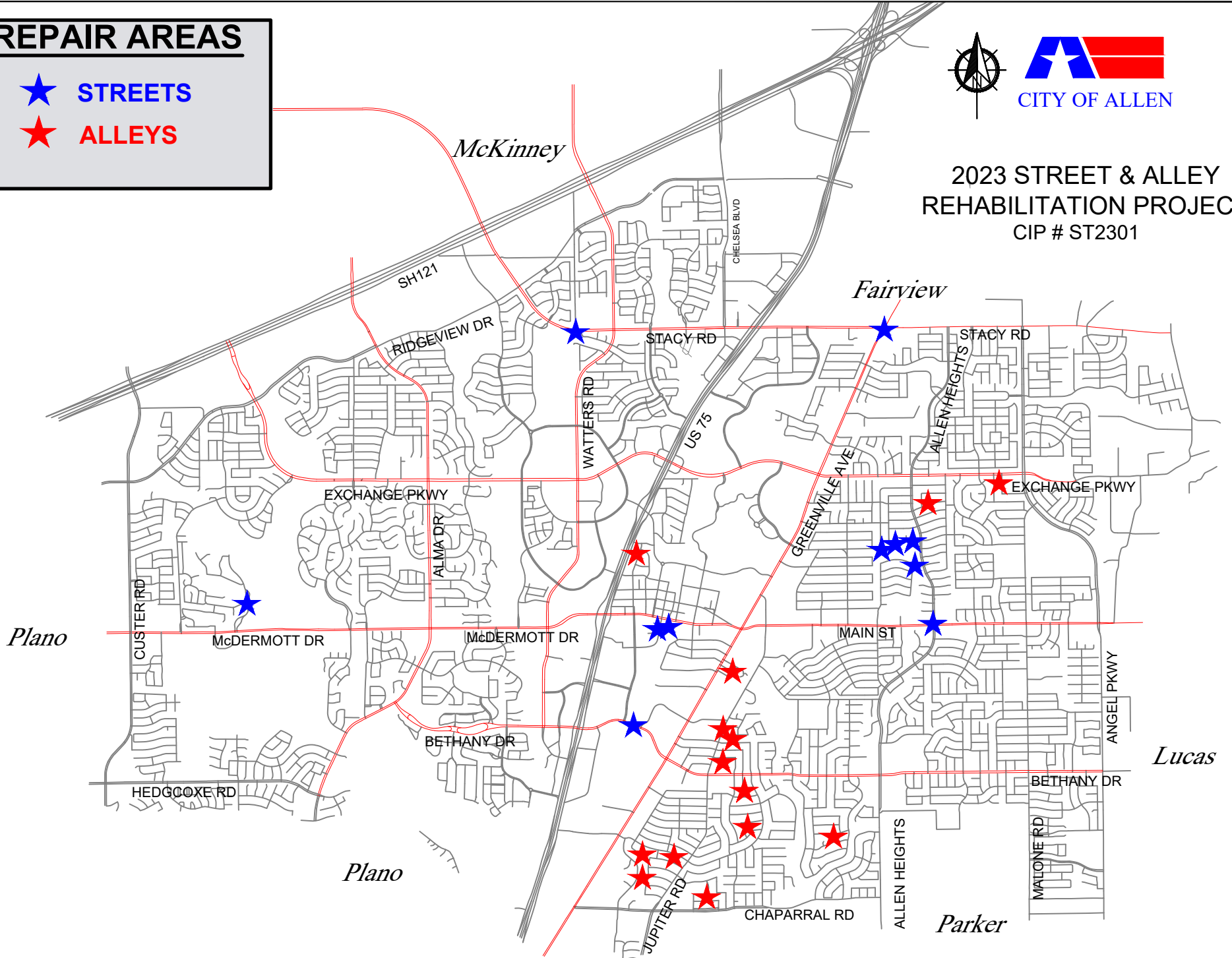
CALENDAR DAYS BASE BID:	185
CALENDAR DAYS ALTERNATE BID #1:	30
CALENDAR DAYS ALTERNATE BID #2:	50
CALENDAR DAYS ALTERNATE BID #3:	30
CALENDAR DAYS ALTERNATE BID #4:	60
CALENDAR DAYS ALTERNATE BID #5:	100

REPAIR AREAS

- ★ STREETS
- ★ ALLEYS



2023 STREET & ALLEY REHABILITATION PROJECT CIP # ST2301



CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE:	January 24, 2023
AGENDA CAPTION:	Award Bid and authorize the City Manager to execute an agreement with Criterion Contractors, Inc., for the construction of the Allen City Media Production Center for \$1,067,360.
STAFF RESOURCE:	Chris Flanigan, Director of Engineering Ashley McDaniel, Facilities Manager
STRATEGIC PLANNING GOAL:	Financially Sound and Transparent City Government.

BACKGROUND

In 1984 Cable operators were required to set aside channels for Public, Education, and Government (PEG) use. In 1996 the Telecommunications Act passed allowing PEG operators to collect an Access Support Charge in order to provide this service for Allen. When the new city hall was constructed in 2000, a television studio and broadcast center was constructed behind the Council Chambers. In 2002 The City Council approved a PEG Access Support Charge of \$.35 cents per subscriber per month, this would subsequently be capped in the ensuing years at \$0.50 per customer. Revenues from this fee are referred to as 'PEG Funds' and are restricted in use for expenses associated with public broadcasting and public education.

In the years since its establishment behind the council chambers, the studio sees regular use, is undersized, and promotion through outreach has grown with the establishment of a permanent cable channel and a YouTube channel. Public and Media Relations Office (PAMRO) personnel operate and utilize the space, recording and broadcasting City Council Meetings, P&Z Meetings, and other civic groups that use the chambers. Additionally, the studio space is used for public service announcements, routine public outreach (i.e. "The Loop") and supports all city departments for recording and video production needs.

The original studio space, designed in 2000 was created with no sound insulation and relies on obsolete technology. Given the small size, it is also difficult to shoot more than two individuals in the area and does not meet any modern design requirements.

In 2021, staff explored the use of the Municipal Court, Parks & Recreation (MCPAR) area as a studio. Design professionals were hired, and a plan was created to make use of space available in City Hall and MCPAR to provide a dedicated studio space along with proper broadcast, control, and editing bays. Specifically, rearrangement of the space allocated to the municipal court will allow an update to the court offices. These updates will include providing a secure room for prosecutors to have discussions with defendants, expanded office capacity, and a modernized cubical system. The existing studio space in City Hall will be turned into a broadcast center, with a server room, and sound-insulated editing bays.

The project will be a multi-phase timeline, with the MCPAR studio construction being undertaken separately from ACTV staff and equipment, as well as City Hall media center construction. This phasing will be necessary to keep operations continuous throughout construction and minimize disruption to the greatest extent possible.

The selection of Criterion Contractors, Inc. is the result of a competitive sealed proposal solicitation. On December 19th, four sealed proposals were received. A committee of five individuals (representing Engineering, PAMRO, and Finance) evaluated the proposals based on a variety of factors – price, qualifications, experience, personnel, company financials, and past project references. Criterion Contractors, Inc. was the top scorer and is a well-established and reputable company.

Proposer	Proposal	Days Bid
Criterion Contractors, Inc	\$ 970,327	270
Fransen Pittman General Contractors	\$1,144,206	136
Concord Commercial Services	\$1,229,163	300
Henthorn Commercial Construction	\$1,337,154	120

Ultimately, Criterion Contractors, Inc. was endorsed by the committee to be recommended to council for award of the construction of the new Media Center. Their proposal identified an ability to execute the project with the best value.

Construction is expected to be completed in December of 2023.

BUDGETARY IMPACT

This construction contract is a component of the overall project budget and includes a variety of ancillary expenses and overall project contingency. The overall project is funded with PEG funds, and this proposed expense is within the allocations for appropriations in FY23 for this project (Page G-08 of the 2023-2027 CIP).

Allen City TV Media Center Project Funding

Description	Expense
Studio Construction Phase 1	\$616,637
Studio Construction Phase 2	\$353,690
Contingency (10%)	\$97032
Studio Equipment (estimate)	\$183,021
Total Project Cost	\$1,250,381

Allen City TV Media Center Project Funding

Description	Expense
PEG Funds	\$1,250,381
Total Budget	\$1,250,381

STAFF RECOMMENDATION

Staff recommends council award bid and authorize the City Manager to execute an agreement with Criterion Contractors Inc for construction of a new Allen City Media Production Center for \$1,067,360.

MOTION

I make a motion to award bid and authorize the City Manager to execute an agreement with Criterion Contractors, Inc., for the construction of a new Allen City Media Production Center for \$1,067,360.

ATTACHMENT(S)

[Agreement - Criterion Contractors](#)

**EXHIBIT 8
STANDARD FORM OF AGREEMENT**

STATE OF TEXAS }
COUNTY OF COLLIN }

THIS AGREEMENT, made and entered into this _____ day of _____, of 20____, by and between The City of Allen, Texas, a municipal corporation, of the County of Collin and State of Texas, acting through its City Manager _____ thereunto duly authorized so to do, Party of the First Part, hereinafter termed OWNER, and Criterion Contractors Inc of the City of Allen _____, County of Tarrant _____ and State of Texas, Party of the Second Part, hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Party of the First Part (OWNER), and under the conditions expressed in the bond bearing even date herewith, the said Party of the Second Part (CONTRACTOR), hereby agrees with the said Party of the First Part (OWNER) to commence and complete the construction of certain improvements described as follows:

ACTV Studio Construction Bid No. 2022-11-17

and all extra work in connection therewith, under the terms as stated in the General Conditions of the Agreement and at his (or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the Notice to Contractors, General and Special Conditions of Agreement, Plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda together with the CONTRACTOR'S written Proposal, the General Conditions of the Agreement, and the Performance and Payment Bonds hereto attached; all of which are made a part hereof and collectively evidence and constitute the entire contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him, and to substantially complete the same within Two-Hundred and Seventy (270) calendar days after the date of the written notice to commence work, subject to such extensions of time as are provided by the General and Special Conditions.

THE OWNER agrees to pay the CONTRACTOR in current funds the price or prices shown in the proposal, which forms a part of this contract, such payments to be subject to the General and Special Conditions of the contract.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in the year and day first above written.

CITY OF ALLEN, TEXAS
Party of the First Part (OWNER)

By _____
Eric Ellwanger, City Manager

Attest _____
Shelley B. George, City Secretary

Criterion Contractors Inc.
Party of the Second Part (CONTRACTOR)

By Michael Locklear
Michael Locklear, President

Attest _____

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

- AGENDA DATE:** January 24, 2023
- AGENDA CAPTION:** Authorize the City Manager to execute an agreement with Direct Access to prepare the Parks and Recreation Americans with Disabilities Act Transition Plan for \$136,000.
- STAFF RESOURCE:** Kate Meacham, Director of Parks and Recreation
Brian Bristow, Director of Park Development
- BOARD/COMMISSION ACTION:** In May 2022, the Community Development Corporation approved funding for the ADA Transition Plan.
- STRATEGIC PLANNING GOAL:** Safe and Livable Community for All.

BACKGROUND

All City of Allen public facilities (and rights-of-way) are required to be accessible to persons with disabilities pursuant to the Rehabilitation Act of 1973 (Section 504) and the Americans with Disabilities Act (ADA) of 1990. These laws prohibit public agencies from discriminating against persons with disabilities by excluding them from services, programs, or activities.

The ADA is comprised of five titles that outline the standards for compliance. Title II of the ADA requires local governments to have their programs, services and activities accessible to persons with disabilities. It also addresses the standards for physical access to public spaces, facilities and rights-of-way.

The city is required to have an ADA Transition Plan that identifies existing barriers to accessibility, defines steps to achieve accessibility, provides a priority schedule, and identifies the responsible staff for implementation of the Plan. On a smaller scale, the Parks and Recreation Department must have an ADA Transition Plan in order to maintain its measure of community service accreditation by the National Recreation and Parks Association's Commission for Accreditation of Park and Recreation Agencies (CAPRA).

The Parks and Recreation ADA Transition Plan will serve as the primary tool for staff to identify existing and future accessibility needs, documentation of standards, and provide guidance for future developments.

The Parks and Recreation Department intends for the preparation of the ADA Transition Plan to be conducted in two distinct steps that when conducted will supply all required information necessary to comply with Title II of the ADA.

Phase 1. Self-Evaluation: Survey, review, and analyze the department's parks, buildings, programs,

services and activities, to identify findings of compliance with the ADA and areas of non-compliance.

Phase 2. Transition Plan: Collaborating with various stakeholders to review Step 1 results, establish remedial measures to correct accessibility deficiencies, and set forth a cost and priority-driven schedule for completion.

The Parks and Recreation ADA Transition Plan is Phase I of a multi-phase approach to eventually having a plan for the entire City.

The City of Allen solicited proposals for the preparation of the ADA Transition Plan on October 30 and November 6, 2022, and received three proposals on December 1, 2022. A staff committee was formed to review and score the three proposals and through the evaluation process of qualifications, project understanding, experience, and price the recommended consultant was Direct Access/Cole Consultancy based on the best overall value to the city.

BUDGETARY IMPACT

Funds for this project are identified in the accounts of the Allen Community Development Corporation.

STAFF RECOMMENDATION

Staff recommends that City Council Authorizes the City Manager to execute an agreement with Direct Access in the amount of \$136,000 for the Preparation of the Parks and Recreation ADA Transition Plan.

MOTION

I make a motion authorizing the City Manager to execute an agreement with Direct Access to prepare the Parks and Recreation ADA Transition Plan for \$136,000.

ATTACHMENT(S)

[Agreement - Direct Access](#)
[RFP Response - Direct Access and Cole](#)
[Bid Tab](#)

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

AGREEMENT FOR SERVICES

This agreement (“Agreement”) is made by and between the City of Allen, Texas (“City”) and Direct Access Consultancy, LLC, a Florida limited Liability Company (LLC) (“Contractor”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Contractor as an independent contractor, and not as an employee, to provide the labor, goods, materials, equipment and services (collectively the “Services”) described in the Contract Documents (hereinafter defined) for ADA Transition Plan for Park (the “Project”); and

WHEREAS, the Contractor desires to provide the labor, goods, materials, equipment, installation and services described in the Contract Documents in accordance with the terms and conditions set forth in this Agreement (hereinafter defined as the “Work”); and

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

**Article I
Term; Termination**

1.1 Term. The term of this Agreement shall commence on the last date of execution hereof February 01, 2023 (the “Effective Date”) and continue until the completion of the Services by the Contractor unless sooner terminated as provided herein.

1.2 Termination. This Agreement may be terminated upon any one of the following:

- (a) by written agreement of the Parties;
- (b) upon written notice by either Party in the event the other Party breaches any of the terms or conditions of this Agreement and such breach is not cured within thirty (30) days after written notice thereof; or
- (c) upon written notice by City, if the Contractor suffers an event of Bankruptcy or Insolvency (for purpose of this section “Bankruptcy or Insolvency” shall mean the dissolution or termination of Contractor’s existence as a going business, insolvency, appointment of receiver for any part of Contractor’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any general assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Contractor and such proceeding is not dismissed within ninety (90) days after the filing thereof);

Article II
Scope of Work; Contract Documents

2.1 The Contract Documents shall include the documents identified below and are incorporated herein for all purposes. The Contract Documents are in descending order of precedence. Any conflict between or among any of the documents shall be resolved in favor of the document with higher precedence:

- A. This Agreement;
- B. The Contractor's Proposal attached hereto.

2.2 Contractor shall perform the Work (hereinafter defined) as set forth in the Contract Documents.

Article III
Project Scope of Work

3.1 General. Contractor shall perform the "Work" required, implied or reasonably inferable from the Contract Documents for the Services. The term "Work" shall mean whatever is done by the Contractor or required of the Contractor to perform and complete its duties under this Agreement including but not limited to the furnishing of any requested insurance, and the provision and furnishing of labor, supervision, goods, services, materials, tools, fuel, equipment and permits required by this Agreement necessary unless otherwise specified in the Contract Documents.

3.2 Notice to Proceed. Contractor shall not commence the Work necessary until receipt of a written notice to proceed from the City unless otherwise provided in the Contract Documents. Contractor shall commence the Work required under the Contract Documents within ten (10) calendar days after receipt of the City written notice to proceed. Any Work performed or expenses incurred by Contractor prior to Contractor receipt of the written notice to proceed shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.3 Change Orders.

(a) City, may from time to time, authorize change orders after the performance of the Work under the Contract has commenced necessary to decrease, increase the quantity of Work to be performed or materials, equipment or supplies to be furnished by the Contractor.

(b) The execution of a change order by the Contractor shall constitute the Contractor's agreement to the ordered changes to the Work under the Contract Documents. Contractor by executing the change order waives and releases any claim against the City for additional time or compensation relating to the Work included in the change order.

(c) Any Work performed, or expenses incurred by Contractor prior to execution of the approved change order shall be at the sole risk and cost of the Contractor and shall not be eligible for payment by City under the Contract Documents.

3.4 Cleaning the Project Site. Contractor shall cause the Project site to be kept reasonably clean during performance of the Project Work. Upon completion of the Project Work, Contractor shall cause the Project site to be cleaned and cause the removal of all waste, rubbish, temporary structures, and other materials together with all of Contractor's property therefrom. Contractor shall cause the disposal of all refuse at a TCEQ approved landfill. Contractor shall cause the restoration of all property damaged during the prosecution of the Project Work and shall leave the Project site in a clean and presentable condition. No additional payment shall be made by the City for this work, the compensation having been considered and included in the Project Price.

3.5 Suspension or Stoppage of Work.

(a) City shall have the right to immediately suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable considerations considered unfavorable for the proper prosecution of the Work or for failure of the Contractor to carry out the instructions from the City or if City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with this Agreement. In such event, any payments due Contractor shall be suspended until Contractor has taken satisfactory corrective action. During any period in which the Contractor shall not be compensated for periods of delay caused by suspension of Work by City. If Work is suspended due to no fault of Contractor, an extension of time shall be granted by City by change order upon written application, which extension shall not be unreasonably denied.

(b) If Contractor persistently fails or refuses to perform the Work in accordance with this Agreement, or if City has sufficient reason to believe that Contractor is not and will not complete the Work by the scheduled date for completion or if the best interests of the public health, safety or welfare so require, City may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the City orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

3.6 Contractor Representations. Contractor represents and covenants that its forces can perform the Work for the Project and agrees to work simultaneously with any representatives assigned by or contracted by the City, as a part of the Project to ensure continuity of Project Work.

3.7 Contractor Representative. Contractor agrees to provide a representative on the Project site at all times Work is being performed, for communication with the City, receiving materials and equipment, directing Contractors Work, and to provide daily Project clean-up.

3.8 Compliance with applicable law. Contractor shall and shall cause its employees and sub-contractors to comply with all personnel safety programs applicable for the Project Work and to keep the Project area clean and free from debris on a daily-basis, and to keep noise and obnoxious odors to a minimum. Personnel safety programs include but are not limited to protective eyewear; protective clothing; appropriate footwear; ear protection; hard hat, and reflective vest. The Contractor shall comply with all applicable federal, State, and local laws regarding occupational safety and health, as well as providing protection of the environment. This shall include but is not limited to compliance with the U.S. Department of Labor-Occupational Safety and Health Administration (OSHA), and the U.S. Environmental Protection Agency (EPA) guidelines and regulations.

3.9 Project Work Disturbance. In the event Project work by the Contractor and/or its subcontractors disrupts any City service, causes damage to City property, or causes harm to any person, Contractor agrees, at its sole cost and expense, to immediately contact the City Project Manager, while providing appropriate emergency response, including but not limited to, calling police, fire and/or the appropriate utility company regarding service.

3.10 Criminal Backgrounds. From time to time, at its sole discretion, the City may require criminal background checks on Contractor and its employees (and its sub-contractors and its employees) who will be performing after-hours Work, and/or require access to Public Safety or City facilities, technology rooms, or secure areas. Criminal background checks are conducted in accordance with Department of Public safety regulations at no charge to the Contractor. All information obtained as part of the criminal background process is kept strictly confidential. Contractor agrees to submit and cause its employees (and to cause its sub-contractor and its employees) to the criminal background process, if required by the City. All decisions regarding Contractor and its employees (and its sub-contractor and its employees) access to City facilities are final.

3.11 Contractor Conduct. Contractor (and its sub-contractors) representatives, and employees shall conduct themselves in a professional and workmanlike manner at all times when performing the Work and on the Project site, including wearing appropriate clean work attire consistent with the type of work being performed, and hard hat, reflective vest, and protective eyewear when required by the Contract Documents. The use of any tobacco product, including smokeless tobaccos, vapor and E-cigarettes, inside City facilities is prohibited. Smoking is permitted outside of City facilities, in designated smoking areas, if at least 50-feet from any facility door. City shall cause the removal of, and, to require Contractor to remove Contractor's (and its sub-contractor's) employees from the Project site if in violation of the foregoing standards.

Article IV Compensation and Method of Payment

4.1 General.

(a) Contract Price. City shall pay, and Contractor shall accept, as full and complete payment for the Work required under the Contract Documents a total amount not to exceed One Hundred Thirty-Six Thousand, Four Hundred Eighty and No/100 Dollar (\$136,480.00) (the "Contract Price") to be paid as set forth herein.

(b) Payment of the Contract Price. Unless otherwise provided in the Contract Documents the Contractor shall be paid on a monthly-basis within thirty (30) days after City receipt of the Contractor's detailed monthly itemized invoice for Work and City verification of the work and Services set forth in the Contractor's monthly invoice. Contractor shall submit a monthly invoice on or before the 5th calendar day of each month beginning with the first calendar month following the date of the City notice to proceed for the Work provided during the previous ending calendar monthly period, in a form prescribed by the City of Allen, if applicable. The Contractor's detailed monthly itemized invoice shall, at a minimum include and show the Contract Price, the billing period, Project

name, contract number issued by the City, amount of Work complete, percentage of the Work completed, the amount of Work being invoiced, amount of any City approved change orders and the amount of the Contract Price remaining to be paid.

4.2 Project Records and Audits. Contractor shall keep, and cause each sub-contractor to keep, a complete and accurate record to document the performance of the Work and to expedite any audit that might be conducted by City. Contractor shall maintain, and cause each contractor to maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement for the Work; and Contractor shall make, and cause each contractor to make such materials available to City for review and inspection during the term of this Agreement and for a period of two (2) years from the date of City acceptance of the Work, or until any pending litigation or claims are resolved, whichever is later.

4.3 No Damages for Delay. No claim shall be made by the Contractor to City, and no damages, costs or extra compensation shall be allowed or paid by City to Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Agreement. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change order. Should the Contractor be delayed by an act of City, or should City order a stoppage of the Work for insufficient cause, an extension of time shall be granted by the City by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

Article V Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Work under this Agreement. Should the City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services within the time schedule without decreasing the effectiveness of the performance of the Work required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Contractor's standard hourly rate schedule, or as otherwise agreed in writing by the Parties.

5.2 To the extent reasonably necessary for the Contractor to perform the Work under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Contractor may deem proper to aid or assist in the performance of the Work under this Agreement. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Contractor hereunder and shall not otherwise be reimbursed by the City unless provided differently herein.

5.3 Contractor shall furnish the facilities, equipment and personnel necessary to perform the Work required under this Agreement unless otherwise provided herein, without relying on City resources for water, sewage disposal, cleaning, or any other waste disposal.

Article VI Miscellaneous

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

6.2 Assignment. The Contractor may not assign this Agreement, without the prior written consent of the City.

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

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Collin County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

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

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

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

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

If intended for City, to:

Eric Ellwanger
City Manager
City of Allen, Texas
3rd Floor, Allen City Hall
305 Century Parkway
Allen, Texas 75013
214.509.4110 - telephone
214.509.4118 - fax

With a copy to:

Peter G. Smith
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201
214.965.9900 – telephone
214.965.0010 – facsimile

If intended for Contractor:

Direct Access Consultancy, LLC
Attn: Steven Mifsud
5900 Balcones Drive
STE 100
Austin, TX 78731
727-478-2652 - telephone

6.9 Insurance.

(a) Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor's performance of services pursuant to this Agreement with a minimum combined single limit of not less than \$1,000,000.00 per occurrence for injury to persons (including death), and for property damage, and minimum aggregate limit of not less than \$2,000,000.00 (this policy shall be primary to any policy or policies carried by or available to City and shall include products/completed operations coverage with a minimum aggregate of \$2,000,000.00 and personal and advertising injury coverage with a minimum occurrence limit of \$1,000,000.00); (ii) policy of automobile liability insurance covering any vehicles owned and/or operated by Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit and aggregate for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance and shall include bodily injury, occupational illness or disease coverage with Employers Liability limits of \$1,000,000/\$1,000,000/\$1,000,000 covering all of Contractor's employees involved in the provision of services under this Agreement and shall contain an Alternate Employer Endorsement to include the City being named an Alternate Employer under the Workers Compensation policy. A copy of the endorsement shall be provided to the City and attached to the Certificate of insurance signed by person authorized by the insurer to confirm coverage on its behalf; and (iv) Excess Liability Insurance with a limit of not less than \$2,000,000.00. Such policy shall be in excess of the commercial general liability insurance, automobile insurance and employer's liability insurance. This insurance shall be primary to any policy or policies carried by or available to City and shall be provided on a "following form basis.

(b) All policies of insurance shall be endorsed to provide the following provisions: (1) name the City, its council, officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance and (3) provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, and/or material changes of the policies of the insurance. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements Contractor shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.

(c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

(d) A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of the Work and upon request by the City.

(e) Contractor shall cause its subcontractors performing the Work to obtain and maintain the insurance coverages as required in Section 6.9 (a) – (d) herein, which shall remain in full force and effect during the term of this Agreement.

6.10 Indemnification.

CITY SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE WORK OF CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS COUNCIL, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE OTHER THAN THE NEGLIGENCE OR WILLFUL MISCONDUCT OF CITY OR BREACH OF CITY'S OBLIGATIONS HEREUNDER. CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON OR DAMAGE TO OR LOSS OF PROPERTY TO THE EXTENT CAUSED BY THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF THE WORK UNDER THIS AGREEMENT OR BY REASON OF ANY NEGLIGENT ACT OR OMISSION ON THE PART OF CONTRACTOR, ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS, SUBCONTRACTORS OR PERMITTED ASSIGNS (EXCEPT WHEN SUCH LIABILITY, CLAIMS, SUITS, COSTS, INJURIES, DEATHS OR DAMAGES ARISE FROM OR ARE ATTRIBUTED TO NEGLIGENCE OF THE CITY, IN WHOLE OR IN PART, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AS DETERMINED

BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION). THE CONTRACTOR'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY CONTRACTOR UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR HEREBY DEFENDS, INDEMNIFIES AND HOLDS HARMLESS CITY FROM AND AGAINST ALL DAMAGES, LOSSES, COSTS, AND EXPENSES, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES, INCURRED BY CITY IN CONNECTION WITH ANY ACTION AGAINST CITY FOR PERSONAL INJURY OF ANY EMPLOYEE OF THE CONTRACTOR OR ANY OF CONTRACTORS'S SUB-CONTRACTORS AND CONSULTANTS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM, BROUGHT BY SUCH INJURED EMPLOYEE OR THE EMPLOYEE'S WORKERS COMPENSATION INSURANCE CARRIER (HEREINAFTER REFERRED TO AS AN "EMPLOYEE INJURY CLAIM), EXCEPT TO THE EXTENT CAUSED BY THE NEGLIGENCE OF CITY.

6.11 Debarment and Suspension.

(a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither this company nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

(b) If during the Agreement period the principal becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, the principal shall immediately inform the City.

(c) For contracts that are financed by Federal or State grants, the principal agrees that this section will be enforced on each of its subcontractors and will inform the City of any violations of this section by subcontractors to the contract.

(d) The certification in this section is a material representation of fact relied upon by the City in entering into this contract.

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

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.14 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the Consultant is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Consultant has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.15 Prohibition of Boycott of Energy Companies. By accepting this purchase order, Vendor verifies that is does not Boycott Energy Companies and agrees that during the term of this Agreement will not Boycott Energy Companies as that term is defined in Texas Government Code Section 809.001, as amended. This section does not apply if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

6.16 Prohibition of Discrimination Against Firearm Entities and Firearm Trade Associations. By accepting this purchase order, Vendor verifies that is does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Professional (or Contractor) has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement; and does not apply: (i) if Professional (or Contractor) is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

[Signature Page to Follow]

EXECUTED this _____ day of _____, 2023.

CITY OF ALLEN, TEXAS

By: _____
Eric Ellwanger, City Manager

ATTEST:

By: _____
Shelley B. George, City Secretary

APPROVED AS TO FORM:

By: _____
Peter G. Smith, City Attorney

EXECUTED this 09 day of January, 2023.

DIRECT ACCESS CONSULTANCY, LLC

By: Steven Mifsud
Steven Mifsud, President

City of Allen Purchasing Division
305 Century Parkway
Allen
TX 75013

Nov 28, 2022

Direct Access Consultancy LLC
5900 Balcones Drive
STE 100
Austin
Texas, 78731

t: +1 (727) 478-2652
e: info@directaccess.group
w: www.directaccessgp.com

To whom it may concern,

Request for proposals 2023-10-11 ADA Transition Plan for Park

Direct Access Consultancy LLC and Cole & Associates Inc. working in partnership are pleased to submit our proposal for the delivery of ADA Transition Plans for Parks within the City of Allen. We combine an innovative partnership of an international award-winning accessibility consultancy with extensive parks experience with a local multi-discipline engineering and ADA Transition Planning firm based in Plano, Texas.

Established in 2004, Direct Access Consultancy is a certified DOBE® - Disability Owned Business Enterprise registered with Disability:IN. All our team are people with disabilities. Incorporated in Florida, Direct Access are also registered in Texas. Established in 1990, Cole operates from four sites in Texas, Missouri and Arizona.

Our key contacts are:

- Steven Mifsud, Founder for Direct Access – smifsud@directaccess.group (727) 478 2652.
- David Butkus, Accessibility Project Manager for Cole – dbutkus@colestl.com (314) 984 9887.

Within this document we enclose as one all-inclusive PDF:

- Insurance details
- Affidavit of no prohibited interest
- Qualification statement
- Bid form
- Bid endorsement page

We look forward to hearing from you.

Yours sincerely,



Steven Mifsud MBE
Founder and President



City of Allen

ADA Transition Plan for Park
Direct Access Consultancy LLC
5900 Balcones Drive
STE 100
Austin
Texas, 78731



**Prepared by Direct Access Consultancy LLC
in partnership with Cole & Associates Inc.**

November 2022

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Accessibility for all

As an accessibility consultancy Direct Access provides our proposals in a wide variety of formats to meet the access needs of Purchasing Teams. This proposal can be provided in the following formats on request:

- Large Print (please specify 16pt or 18pt)
- Easy Read
- American Sign Language
- Audio description

All images in this document have Alt Text set to assist screen readers.



1. Executive Summary

Established in 2004, Direct Access is an international award-winning accessibility consultancy. A certified DOBE® - Disability Operated Business Enterprise with a team of 14, all people with disabilities. Our core services are **Access Audits** of established facilities including ADA Title II, III and Section 504. **Access Consultancy** working with Architectural and Design Teams on new builds and refurbishment programs.



Direct Access has a diverse client base working on hundreds of facilities every year including many well-known brands: Starbucks, Pfizer, Burberry and Esso, part of ExxonMobil. Direct Access also works with Native American organizations eager to be inclusive. It is however parks and recreation spaces in which the company specializes from creating accessible master plans for large parks to audits of nature trails and UNESCO World Heritage Sites. We regularly exhibit and present on accessibility of playgrounds and trails at various parks and recreation conferences.

Incorporated as a LLC in Clearwater, Florida and registered in Texas, Direct Access is registered in several other states and has an office in downtown Boston, Massachusetts. Internationally we have offices in Nantwich, and Edinburgh in the United Kingdom, and Dubai in the United Arab Emirates.

What makes Direct Access unique is all our team have a disability. Any firm of consultants can pick up guidance and quote the width of a door or the gradient of a ramp. It is the lived experience of disability that is the *added value* of our team.

100%

of the Direct Access team are Individuals with Disabilities providing valuable insight into the accessibility challenges faced.

Our approach

Access consultancy is not just about physical access but how an accessible experience is created and how the interpretation, curation and management of sensory interaction is maximized for every visitor. We know that meaningful consultancy is not just about quoting regulations – anyone can pick up guidance. Its understanding the nature and dynamics of a physical building, public realm or open space to create an accessible and immersive *experience*. We go beyond physical access to a holistic approach covering the four pillars of accessibility:

- **Physical** – the provisions in the built environment that ensure equal access and movement of people with disabilities
- **Sensory** – the communication of and provision for individuals with sensory impairments to include sound, texture, odors, temperature, lighting levels and effects and proximity of others;
- **Social** – the authentic social processes and attitudes to make people with disabilities feel welcome, and
- **Digital** – the accessibility of the digital environments of onsite content, websites and apps to include people with disabilities.



Direct Access believes that creating accessible environments enables products, environments, programs and services to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized modification. This approach creates facilities that are accessible to the widest range of potential users without the need for ancillary aids or additional support to access. If an environment is accessible, usable, convenient and a pleasure to use, everyone benefits.

Direct Access and Cole – an innovative partnership combining international parks and recreation expertise with a local track record in Texas.

Direct Access and Cole share the same philosophical approach that ADA compliance must only be the *start*, not the end of an organization’s accessibility journey.

Cole & Associates., Inc. is a strong, versatile, and experienced multi-disciplined firm specializing in public and private infrastructure. Nationally recognized for ADA Transition Plan development, Cole provides ADA Transition Plans for agencies of varying size serving cities, townships, counties, and states. Within the state of Texas, Cole has provided (or continues to provide) ADA services for the City of Plano, City of New Braunfels, City of McKinney, City of Richardson, City of Houston, and TxDOT.

Cole is a privately-owned corporation, established in 1990. The company provides civil engineering, land surveying, planning, landscape architecture, GIS and accessibility services to public and private organizations. Licensed in over 45 states, Cole is a multi-disciplined firm with over 75 staff across four offices: Plano, Texas; St. Louis and St. Charles, Missouri; and Phoenix, Arizona.

Cole specializes in providing accessibility consulting services and has led teams for overarching ADA self-evaluation and transition planning to incorporate comprehensive facilities and program review. This includes facilities, parks, pedestrian access, policies, practices, activities and overall programs offered agencies of every size. Cole is known for policy guidance and creating streamlined consultant teams for comprehensive public agency solutions. Use of cutting-edge technology and providing data in a manner that allows clients to easily manage, adjust and improve access over time is key to Cole’s approach. Cole’s Accessibility team has been providing services for 10 years.

Cole’s depth of experience with accessibility services is extensive and their deep experience in each discipline of accessibility allows for the best customized solution for the City of Allen.



2. Capability and skill

Direct Access are a certified DOBE® - Disability Operated Business Enterprise via the Disability:IN certification body (and registered as a DOBE in Pennsylvania). Direct Access are also ISO 9001 Quality Management System certificated for our Access Audit and Consultancy programs, which include ADA Transition Plans (*Right*: ISO 9001 certificate).

Direct Access' team includes Architectural Degree holders, certified Access Professionals in Built Environments, Graduate Members of the Institute of Occupational Safety & Health and a doctoral researcher in accessibility of urban spaces in a post-pandemic world. Cole's team offers Professional Engineers, EIT's, Professional Land Surveyors, Registered Landscape Architects, GIS /CADD technicians and software developers licensed, plus a dedicated Accessibility Services team. Cole's Accessibility Services group has nine dedicated professionals (engineers and accessibility specialists), plus three software developers who customize cutting edge data collectors and ADA asset management systems. We also have several certified ADA Coordinators on staff to guiding the ADA Transition Planning process.



Resumes for the five key team members to deliver the program for City of Allen are on the following pages within this section.

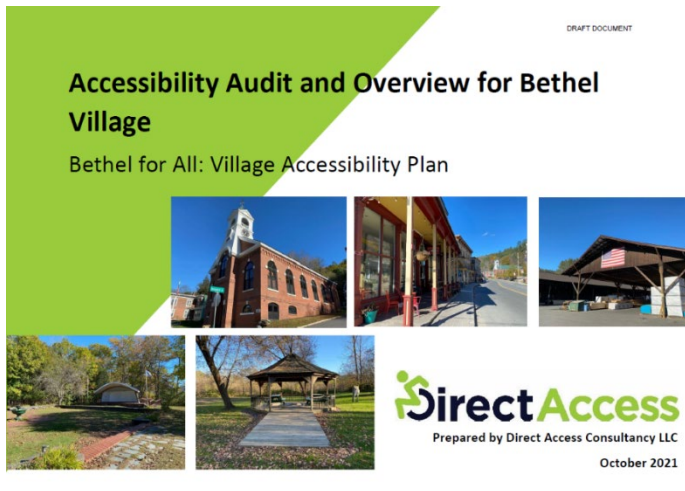
Since 2004 Direct Access has worked on a diverse range of parks and recreation projects of different complexity around the world. These have ranged from small community venues to geographically large sites such as the 1,028-acre world exposition Expo 2020 Dubai. Direct Access delivers a wide variety of programs covering Titles II and III of the ADA which enables a rich depth of knowledge and expertise across multiple sectors, cultures and communities that would benefit the City of Allen:

In Massachusetts, Direct Access are a Massachusetts Statewide Contractor for Planning, Zoning and Development Consultancy services. A five year program, this enables the Commonwealth of Massachusetts and other entities to benefit from technical assistance services including barrier removal design services in accordance with the ADA U.S.C.12181 and Massachusetts Architectural Access Board Regulations.



In Vermont, Direct Access delivered the accessibility elements of the Accessibility and Stormwater program for Bethel funded by the Better Connections Grant Program administered by Vermont Agency of Transportation and Vermont Agency of Commerce and Community Development. Direct Access delivered Vermont's first comprehensive village accessibility plan: a practical roadmap for improving accessibility and universal design in Bethel. Direct Access have also completed a rural accessibility guide - an ADA and Vermont Access Rules based resource for local businesses, leaders, community facilities and public spaces which serves as a model for other rural Vermont communities in creating accessible trails, parks and playground facilities.

Screen shots are of the 137-page accessibility audit conducted for Bethel, VT in November 2021. A full version including parks and facilities can be obtained at: <https://bethelvtstrong.org/s/Direct-Access-Bethel-Accessibility-Audit-Public-Sites.pdf>



2-TH		The ADA accessible parking space provided to the top opposite the accessible entrance should be remarked.	Remark the existing accessible parking space at least 5 feet wide with an access aisle at least 5 feet wide. [502.2, 502.3]	2	M
3-TH		The ADA accessible parking space provided to the top opposite the accessible entrance has a sign which requires fixing.	Implement repairs to the signage.	3	M
4-TH		On approach to the main entrance, it may not be immediately evident that step free access into the hall is provided via the side of the building. It is recommended that further signage be provided.	Provide further signage. Refer to ADA [216.6]	2	M

Accessibility Audit and Overview Bethel Village
November 2021

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Direct Access are currently delivering an innovative pilot housing assessment program with Vermont’s Department of Disabilities, Aging and Independent Living (DAIL) to audit homes of Vermonters with disabilities. This includes detailing both physical modifications and assistive technology that improves quality of life and ability to access independent daily life activities and hobbies such as accessing parks and recreation facilities.

Direct Access are a contributor to the National Association of Park Foundations (NAPF), based in McKinney, Texas, developing bespoke ADA accessibility programs for members. The remit of the NAPF is to build the capacity of park foundation and friends groups – an essential part of engaging local communities in partnership with a park agency such as a district or city. They are a growing vehicle for closing the funding gap as municipal budgets get stretched.

In Plano, TX, Cole managed a consultant team in performing a comprehensive, multi-phase, multi-year ADA Self Evaluation & Transition Plan. The scope of the project involved ADA compliance review, data collection of park and right-of-way facilities, data QA/QC, cost estimating, prioritization, public outreach, GIS Integration, data readiness for exportation to asset management software, and culminated in a formal ADA Self Evaluation & Transition Plan created by Cole. Cole worked with city staff to review budget and timetable for remediation, providing a foundation for future design and construction.

For TxDOT, Cole was selected as the prime consultant to lead TxDOT’s updated ADA Transition Plan. The project is currently underway. Cole assessed 157 Facilities for integration into the Transition Plan which also included data from Website review, Policy assessments, and Right-of-way data collection. Cole has been responsible for leading the entire consultant team, designing and facilitating public outreach Statewide, handling complex implementation planning and tracking, and drafting the State’s updated Transition Plan.

International accessibility expertise

Direct Access outline some of our international work related to parks and recreation which will be of benefit to City of Allen drawing on the latest approaches and best practices. We have successfully exported ADA standards for parks and recreation into the Middle East including the United Arab Emirates and Saudi Arabia.

UAE: For the world exposition Expo 2020 Dubai, the first ever in the Middle East and North Africa with more than twenty million visitors over six-months on a 1,083 acres site, Direct Access led architectural and construction firms on ADA 2010 Design Standards to which most of the site was designed.



This includes not just 400 buildings but all of the public realm including the iconic Al Wasl garden (the 'Connection' in Arabic) within a 65 meter high trellis dome. Forsan park and Jubilee Park holds 2,500 and 8,000 people respectively for concerts and events. Then there is the Ghayath Trail featuring the iconic Ghaf tree, native to the Emirates.

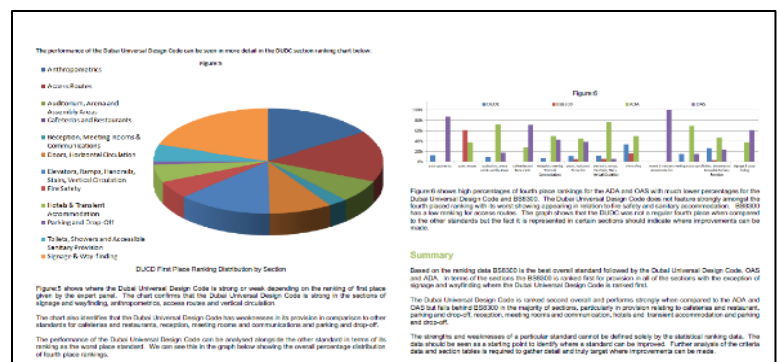


Forsan Park with the Al Forsan Amphitheatre is just one of several parks Direct Access led on the accessibility of the design to meet ADA standards. This unique, flexible and fluid building covers 10,000 ft² within a 32,022 ft² park. It is not just about accessibility for the 2,500 viewers but ensuring 80 performers can access the back of house space for a diversity of performances.

As design and construction work ended Direct Access undertook final fit evaluations identifying and enhancing accessibility across the site. This involved precise measurements being taken, including GIS data and recording for rectification purposes. Compliant areas were recorded as accessibility layers within SAP Esri, the GIS geospatial software used by Expo 2020.

At the event conclusion in March 2022, out of 3,200 suppliers, at the Expo Suppliers Awards, Direct Access won the Sustainability category for our work in creating an inclusive Expo 2020.

Right: Screen shot of statistical analysis of venue accessibility.



England: Delamere Forest

Delamere Forest (which means ‘forest of the lakes’) is a 972-hectare woodland. It is the largest in the county with a mixture of deciduous and evergreen trees. It consists of six car parks.

The area also includes Old Pale Hill, the high point of the Mid Cheshire Ridge, and Blakemere Moss, a lake around a mile in length. Black Lake, a rare example of quaking bog forms part of an international RAMSAR site.



When the Forestry Commission created a new visitor center and parking facility, residents and the local Government commissioned Direct Access to advise on the options to retain and enhance the accessible route from the rail station to the Forest entrance which was slated for repositioning to a less accessible location.

www.directaccessgroup.com

Direct Access

Delamere Forest FP4 Footpath Disability Access Report 1

1. Introduction

As disability access consultants Direct Access have been engaged to offer an equality perspective on the footpath and pedestrian access to the Delamere Forest Visitor Centre. Our client is concerned that the proposed footpaths do not offer current and future users an accessible right of way to the same standard as the existing right of way.

The new Delamere Forest Visitor Centre which is already constructed and in use is sited approximately 100m south of Delamere public footpath 4 (FP4). The visitor centre will be accessed by an established footpath and right of way and also by a diverted and longer route to the North. This report will examine both routes and assess their suitability to provide access for disabled people. The report will go on to identify physical, sensory and cognitive access issues and provide recommendations to remove access barriers and improve accessibility.

2. Description of Footpath

Direct Access have been provided with drawings showing the route of the footpath, as listed in Appendix 2. Direct Access also carried out a site inspection to gather photographic evidence used in this report. This report covers the area from Station Road to the Delamere Forest Visitor Centre boundary, as shown below:



The existing footpath shown in blue is wide and hard surfaced and is shared by pedestrian and vehicular traffic and it is also used by cyclists and equestrians. The footpath provides access to the visitor centre, connecting footpaths and also to several private dwellings. The route is used widely by local Cheshire residents with this use expected to rise with the construction of new homes in the area. The diversion route shown in red rises and falls through woodland to the North and continues through a car park. It connects and crosses the existing route, at the point shown in yellow, to the West of Station Cottages. The existing route is the principle gateway to Delamere Forest for regional visitors arriving by car.

Delamere Forest Footpath FP4
Disability Access Report

15/12/2020

4

www.accessaudits.com

Direct Access

Technical and Design Recommendations Tables

Stage:	Drawings / Documents:	Area / Category:	Architect / Designer:	Date:	
4	See Appendix 2	Footpaths and Pedestrian Access	Forestry Commission	15/12/2020	
No:	Item	Identification	Comment / Access Barrier	Recommendation	Priority
1.	Station Rd / Dropped Kerbs		There are a number of dropped kerbs on Station Rd and Golf Club Rd. These do not have the correct tactile paving fitted. This represents a sensory access barrier to Blind and Partially Sighted people.	Buff coloured tactile paving should be present in the correct configuration for uncontrolled crossing points. In accordance with ADM-2: Diagram 1 & GOTP:1.5.2. See Appendix 1a	Mid
2.	Station Rd / Dropped Kerbs		There are a number of dropped kerbs on Station Rd and Golf Club Rd. These do not have the correct tactile paving fitted. This represents a sensory access barrier to Blind and Partially Sighted people.	Buff coloured tactile paving should be present in the correct configuration for uncontrolled crossing points. In accordance with ADM-2: Diagram 1 & GOTP:1.5.2. See Appendix 1a	Mid
3.	Station Rd / Crossing		The 66 new homes adjacent to the start of the footpath will create an increase in vehicular and pedestrian visitor traffic on Station Rd.	Consider installing a controlled pedestrian crossing to offer a safe and accessible route across Station Rd to connect to the footpath.	Mid

Delamere Forest Footpath FP4 Disability Access Report

4.	Station Rd / Junction		The junction of Station Rd and the Delamere Station and Visitor Centre access roads create a complex convergence without any dedicated pedestrian footpath. This is a considerable access barrier for disabled people.	A dedicated and connected access route is recommended to ensure that there is a clear, well surfaced and accessible pedestrian route.	High
5.	FP4 Diversion / East Entry		The initial path surface of the FP4 proposed route is of a loose and potentially wet surface. This creates a trip and slip hazard that can be a significant hazard to disabled people.	To be accessible path surfaces must be compact, firm, non-slip and obstacle free. Suitable materials include concrete, tarmac, stone timber and paving. In accordance with CFA:2.2	High
6.	FP4 Diversion / Bollards		Low level bollards are particularly hazardous to people who are blind or partially sighted.	Low level posts, e.g. bollards, should not be located within an access route. They should be at least 1000mm high and should contrast visually with the background against which they are seen. In accordance with BS:8000-1:8.2.1.2	Mid
7.	FP4 Diversion / East Entry / Signage		Signage gives no indication of distance to visitor centre, accessibility or expected gradients, steps etc. This is an access barrier as it does not allow disabled people to make an informed navigation decision.	Waymarking signage should include destination, distance, walk time and any information regarding gradients, rest points and view points. In accordance with CFA:4.7	High

Delamere Forest Footpath FP4
Disability Access Report

15/12/2020

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Above and right: example pages from the two reports on different footpaths at Delamere Forest.

Wales: The Cwm Taf Nature Network Project backed by the Welsh Government’s Enabling Natural Resources and Wellbeing (ENRaW) Fund formed a collaboration of organizations in the Cwm Taf Health Board region to manage the green infrastructure of the region for the benefit of people, businesses, and communities. The project split into three themes that align with the Cwm Taf and Bridgend Well Being Plans with the themes of action for the ENRaW Scheme:



- Enable - Increasing access to green infrastructure.
- Empower - Improving environment quality for thriving communities.
- Unite - Creating a connected network of green spaces

Direct Access’ audit program involved auditing over 100 miles of park trails, cycle routes, parks and woodlands as well as play areas and car parks to identify access barriers, opportunities to improve interpretation and engage local communities.



References – Direct Access Consultancy

Organization name	Town of Bethel	Starbucks	Expo 2020 Dubai
Contact name	Rebecca Stone	Natasha D’Agrosa	Dr Jennifer Camulli Head of Accessibility and Inclusion
Contact details	rebecca@communityworkshopllc.com	ndagrosa@starbucks.com	info@right2achieve.me
Brief description of project	Accessibility audit of Main Street in Bethel, local trails, parks and proposed ADA accessible trail. Development of an Accessibility Guide.	Direct Access is working with Starbucks on innovation behind house solutions for employees with disabilities.	Four-year contract as Universal Design Access Consultants for the world exposition including the public realm, parks, amphitheatres for 20m visitors over a six month period.

Reference for Cole & Associates Inc:

Andrea Park, Engineering Compliance Manager 1520 K Avenue, 2nd Floor. Plano, TX 75074.

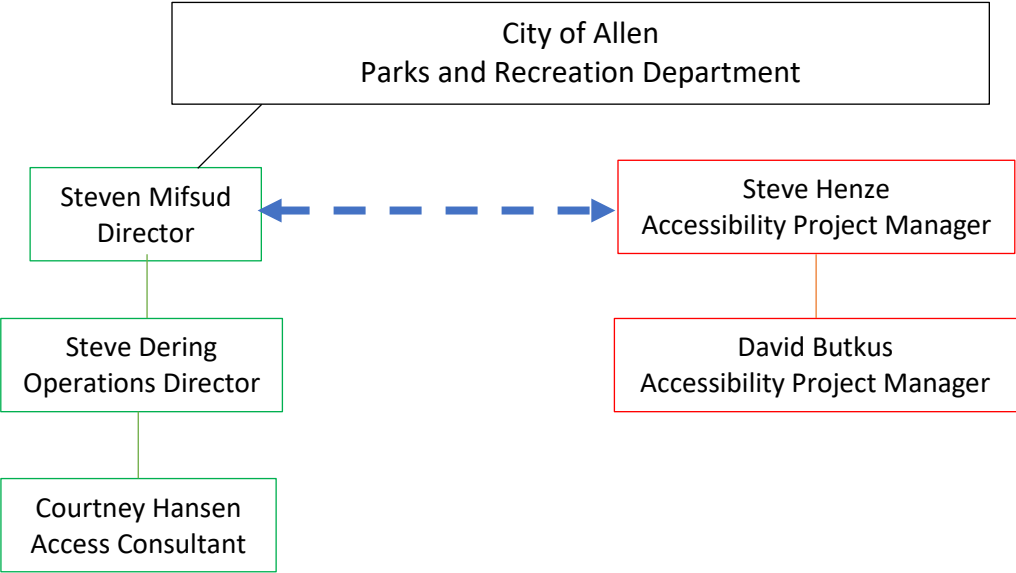
(972) 941-7776 andreap@plano.gov

Project description: City Wide ADA Self-Evaluation and Transition Plan.



The approach of Direct Access and Cole & Associates is one of genuine partnership working together to deliver real accessibility improvements for the City of Allen. While contractually this will involve Direct Access being the main contractor with the City and subcontracting Cole to undertake the sidewalk and hard-surface trail inventory elements, we will work together. Beyond ADA expertise and experience, Cole brings a unique but proven proprietary technology to document barriers and prioritize improvements where they are most needed. Using this technology, hundreds of miles of sidewalks and access routes have been completed for Texas Department of Transportation and our team is excited to offer the value of this technology to the City of Allen.

Your top team for City of Allen



Steven Mifsud MBE BA (Hons), NRAC

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Summary

Founder and Director of award-winning disability accessibility consultancy Direct Access. Direct Access was born out of Steven's passion for inclusivity following his struggles as a deaf cochlear implant user. He was awarded the MBE in Her Majesty the Queen's Birthday Honors list in 2021 for improving access for people with disabilities.

Degree in Architecture and over 20 years' experience in Accessibility with a specialist in residential services. Frequently sought as an International Speaker and has presented on accessibility in USA, Canada, Spain, UK, Ireland, Poland, United Arab Emirates and Qatar.

Relevant experience

Founder / President 2004 to current

Direct Access Consultancy

Since Direct Access was set up in 2004 by Steven, the company has grown from strength to strength and is now internationally recognized as a leader in disability access. It has won numerous awards, particularly for exporting expertise creating a more inclusive world.

Steven is the lead Access Consultant working on accessibility plans in Vermont both with the town of Bethel and with DAIL housing programs across the State. He has worked with Native American organizations in Montana where the ADA is not enforceable yet clients want to be inclusive. Steven also leads the Direct Access team working with Starbucks and delivering inclusion programs for media production companies in New York.

Steven's expertise means he has been highly sought after internationally. Since 2018 he has been the Universal Design Project Director then Director of Accessibility for Expo 2020 Dubai, the largest ever world exposition and the first ever in the Middle East. As the expo has come to a natural end, the site is being repurposed to a new residential development to include support programs for residents with disabilities and to prepare for COP28.

Steven has worked on hotel and retail facilities in Virginia, delivered presentations on accessibility within education facilities in Utah and Georgia and museums in New Hampshire.

Awards

Member of Power 100, 2019 and 2020 (Shaw Trust list of the most influential people with disability)

Export Champion 2020, Government Northern Powerhouse/Department of International Trade

Emerging Exporter Winner 2019, Insider Business Awards

International Trader of the Year 2018 winner, Cheshire Chamber of Commerce Awards

'Salt Of the Earth' Award 2018, Nantwich

Certifications

Member of the NRAC, National Register of Access Consultants (Consultant Level)

Education

BA (Hons) Architectural Design
University of Brighton
1995 - 1998

A selection of clients/projects:

Vermont DAIL (2022-5) – Steven is the lead for the pilot program working with the State of Vermont’s Department of Disabilities, Aging and Independent Living (DAIL) with care providers to audit homes of Vermonters with disabilities for accessibility. Eligible individuals are receiving Developmental Disabilities Home and Community Based Services (DS HCBS), Brain Injury Program services (BIP) or Choices for Care Adult Family Care services (AFC). Direct Access undertakes a home visit to evaluate areas of accessibility and mobility for the residence including, but not limited to, entrances and exits, (walkways, handrails, doorway widths, ramps), common areas, bathroom(s), bedroom and entrance to and egress from the home.

Starbucks (2022) – design project details we are unable to specify at this stage (Non-disclosure agreement signed).

Shenandoah Crossing resort (2022) – Title III audit of over 1,000 acres of rolling hillside and a 60-acre lake the resort is a mixture of traditional build, RV and Glamping facilities in Virginia.

Cambridge Assessment (2019-) – increasing accessibility for examination production factories and offices. The organization has branches across North America.

Burberry (2021-) – Facility audits of flagship retail outlets and the headquarters of this high-end luxury fashion house.

Island Mountain Development Group (2021) – access audits of various offices for the Native American economic development corporation. Although the ADA does not apply to Native American organizations, the group wanted to identify ways of being more inclusive.

Expo 2020 Dubai – Director of Accessibility for the world exposition, Steven coordinated the work of eight Access Consultants from three Access Consultancies in facilitating access during the event program. In the design and construction phase, Steven was the Director of Universal Design advising on applicability of ADA standards.

Horniman Museum and Gardens (2022-2026) – Lead Access Consultant for London’s longest established Natural History Museum and gardens developing a \$9.5m redevelopment program to improve the education program for local schools.

City of Bath and Roman Baths (2013-) – UNESCO World Heritage City. Access reports helped the Roman Baths to develop a wide range of interactive models of the exhibits including the Roman Goddess Sulis Minerva.

Shugborough Estate (2022-3) – Lead Access Consultant for the stately home with a rich blend of landscape, monuments, gardens and architecture, shaped by exploration and global encounters. Large productive walled garden and pleasure grounds, featuring arboretum, terraces, and Europe's widest yew tree.

Science Museum Group (2021 -) – Lead Access Consultant for the world largest group of science museums including landscape, industrial and historical facilities.

Steve Dering MSc, Grad IOSH, CAPBE

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Summary

Profoundly deaf since birth and a native sign language user, Steve has 22 years' experience in senior front line roles promoting accessibility and inclusion in city government, third sector and private sector organizations. He joined Direct Access as Business Development Manager initially based in Dubai in 2017.

After four years as Universal Design Project Manager at Expo 2020 Dubai Steven now coordinates Direct Access' international consultancy team focused on multi-site projects. His doctorate at the University of Glasgow's Centre for Disability Studies is on accessibility of American and UK urban spaces in a post-covid world.

Relevant experience

Operations Director 2017 to current

Direct Access Consultancy

Coordinating teams delivering multiple accessibility programs from building and services audits to inclusion training with offices in the USA, UK and a team in Middle East. Steve is Direct Access' lead for the Statewide Contract with the Commonwealth of Massachusetts for barrier removal and zonal planning.

Steve won the inaugural MEED Economic Digest Editor's Award for Inclusivity in 2019 for his work in increasing accessibility for people with disabilities in the UAE. He was a subject matter expert for the International Association of Accessibility Professionals designing the certification process for new Certified Accessibility Professionals.

Steve leads on corporate policy and procedure development for Direct Access clients – he wrote the accessibility policies, the key performance indicators to benchmark departmental performances on accessibility and advised on operational guidelines for Expo 2020's Guest Services. Steve has been through the ISO 9001 Internal Verifier program and is the Quality Assurance lead for the company reviewing and signing off on each accessibility report before submission to clients.

He leads on Direct Access' international work including rail infrastructure development in Lyon, France and Glasgow, Scotland. He also leads on parks and recreation spaces in Ireland, England and Wales.

Direct Access Consultancy LLC in partnership with Cole & Associates Inc.
ADA Transition Plan for Park – City of Allen 2022



Certifications

IAAP Certified Professional in Accessible Built Environments

Graduate Member Institute Occupational Safety & Health

Presentations

TEDx Economic Impact of Accessibility – Feb 2020

Disability Perspectives in Evacuation Methodologies –Sept 2018

Education

Doctor of Philosophy
University of Glasgow

MSc Occupational Safety & Health
Manchester Met University
2017-18

ADA Coordinator Training Certification Program
Great Plains ADA Center / University of Missouri

Access Auditing
Centre for Accessible Environments
2017

A selection of clients/projects:

Commonwealth of Massachusetts (2022-27) – Steve leads Direct Access’ Statewide contract program developing barrier removal advice around zoning and planning integrated with ADA standards and state standards to public entities across the Commonwealth.

Bethel, Vermont (2021-22) – Wrote the rural accessibility guide for Bethel which will be utilized by other towns across the State looking to improve accessibility.

Sherbourne River (2021) – trail, path and sidewalk review of ten-mile Sherbourne River from source in farmland, into inner city region where the river went underground then emerged on the other side of the city of Coventry to its confluence with the River Sowe. Identified opportunities to engage specialized schools for people with disabilities with wildlife and river conservation opportunities.

Cwm Taf Nature (2022) – audits of 20 parks and recreation spaces across south Wales to create accessible facilities for people with disabilities in local communities.

Causeway Coast & Glens Heritage Trust (2020-21) – Project managed the development of bespoke guidance and information for three Areas of Outstanding Natural Beauty and Giants Causeway UNESCO World Heritage Site in Ireland. Undertook accessibility audits of multiple trailheads, beaches and museums throughout the region. Led an in-depth consultation process engaging 27 organizations and three workshops to garner feedback to inform areas to focus on including the introducing of Changing Places (specialist enlarged facilities) washroom facilities in key locations.

Expo 2020 Dubai (July 2018-March 2022) – initially working on the Universal Design (construction) side of Expo including the development of accessibility standards, Steve moved onto Guest Events project managing accessibility for the curation and programming of the event including the education program which is open to every school in the United Arab Emirates. He audited the parks, gardens, thematic districts, public realm and pavilions of the entire 438-hectare site for compliance to both ADA and Dubai Universal Design Code standards.

Science Museum Group (2021-) – Project managed the team completing audits of the world’s largest group of Science Museums including the Science & Industry Museum, National Science & Media Museum and Locomotion (part of the National Railway Museum). In further separate contracts advised on the development of the new educational wing opening in 2022 aimed at school groups 11-16 years and leading on the new Access Auditing program for the Science Museum scheduled to complete in April 2023.



Courtney Hansen MS, BSc

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Summary

After twelve years in speech-language pathology, including working with neurodiverse young people in San Antonio, New Braunfels and Buda cities in Texas, Courtney joined Direct Access as an Access Consultant delivering ADA, Fair Housing Act and Section 504 related facility audits.

Courtney's background in developing technological solutions to access barriers creates some innovative opportunities for people with disabilities to maintain independence at home and to access community opportunities, including parks and recreation.

Relevant experience

Access Consultant

Current

Direct Access Consultancy LLC

Courtney undertakes accessibility audits of residential facilities to ADA, Fair Housing Act and Section 504 (federal) as part of a pilot program that is informing new and emerging services for people with disabilities.

Experienced in consultation and delivering training both in one to one and group sessions for people with disabilities who communicate through non-verbal methods. Specialist expertise in language delays (expressive and receptive), articulation disorders, phonological processing disorders, fluency, Autism Spectrum disorders, challenging behaviors and AAC.

Working with the Developmental Disabilities Council on a dedicated Disability Awareness Day to bring together people with disabilities, family members and allies to highlight the importance of involving individuals with disabilities.

Field Manager

2015-17

Speech – Raleigh, NC

Coordinated and supervised volunteers on the baseball fields creating positive life experiences for special needs individuals and their families. Created adaptive mechanisms for players to fully participate.



Assistive tech

Experienced in programming and using a variety of assistive technology

Devices to facilitate both physical access and communication: ACCENT, LAMP, Dynavox, Vantage Light, Proloquo2go, Alpha Talker, Springboard & Springboard Light, Michelle Garcia Winner Training: Focused on Writing Social Stories, RBT Certification, Floortime and PECS.

Certifications

SLPA License

Education

MS Assistive Technology

California State – Northridge - LA
2019-20

BSc Communication Sciences & Disorders

University of Rhode Island
2007-9



Years of Experience

22

Years with Cole

10

Education

Truman State University
*Bachelor of Science in
Industrial Science/Construction
Management*

Certifications

ADAC Certified

Registered Accessibility Specialist
(RAS), licensed by the State of
Texas

Professional Summary

Steve possesses experience in civil engineering design-transportation field and in the site development field. Steve is a Registered Accessibility Specialist (RAS), licensed by the State of Texas Department of Licensing and Regulation (TDLR). This is one of only two State certifications available in the United States and requires significant accessibility expertise to obtain. Steve has also received ACTCP certification - currently the only formal accessibility certification issued by the University of Missouri – Architectural Studies, College of Human Environmental Sciences and The Greater Plains ADA Center (ADAC).

As Cole's Accessibility Project Manager, Steve is responsible for managing ADA Self-Evaluation Plan projects from scope development to fully adopted Transition Plans, coordinating and managing the field collection crews, and training field personnel on PROW data collection. Steve is also responsible for monitoring the daily collection progress, addressing field crew questions, and assisting with QA/QC collected data.

Select Project Experience

TxDOT Pilot Study for Pedestrian Access Inventory / *Statewide, Texas*

Steve was the Accessibility Project Manager for this project. As the ADA expert working with Pape-Dawson Engineers team, Cole developed the approach and technology to support the updated Pedestrian Access of Infrastructure (PAI). Cole was responsible for a task lead position in PROW policy guidance, planning, facilitating and coordinating and testing a data collection & GIS approach that would eventually create a systematic approach to data collection and integration for the State's updated ADA Transition Plan. Cole assisted in conducting workshops between the State's design department and civil rights division to uncover needs and policy concerns. Cole defined varied options for data collection methodology for sidewalks, intersections, access to transit stops and APS. Cole created sophisticated, customized technology and developed GIS integration solutions for the Statewide data collection effort.

Oregon Department of Transportation / *Statewide, Oregon*

Before becoming the Acting Project Manager, Steve conducted and filed inspections of Ramps, Curb Cuts, and Pedestrian Signals in various ODOT Districts for Inspection Summary Reports for 2018, 2019, and 2020 in Contract Amendment B35108 A2 preparation and acceptance.

City of Tempe ADA Self-Evaluation & Transition Plan Phase III / *Tempe, Arizona*

Steve was the Project Manager for Phase III of the multi-phase project. Steve was responsible for overall project management, communications and delivery for the multi-phase project involving ADA compliance review, data collection, QA/QC, cost estimating, prioritization, public outreach, GIS Integration, and data readiness for exportation to asset management software, culminating in a formal ADA Self-Evaluation & Transition Plan. Steve trained field personnel for ramp inventory and bus stop collection for Phase III of this multi-phase project. In addition to on-site training, he monitored the daily collection progress, addressed field questions, and assisted with QA/QC review of the data collected. This phase involved ADA compliance review, data collection, QA/QC, cost estimating, prioritization, public outreach, GIS Integration, data readiness for exportation to asset management software, and culminated in a formal ADA Self-Evaluation & Transition Plan.



Years of Experience

5

Years with Cole

2

Education

University of Northern Colorado
Bachelor of Arts, Business Marketing

Certifications

ADAC Certified

Registered Accessibility Specialist
(RAS), licensed by the State of Texas

Project Management Professional

International Code Council
Accessibility Inspector/Plans
Examiner

Professional Summary

David has five years of experience in developing and organizing ADA Self-Evaluations and Transition Plans for public entities covering a variety of facilities, including: public rights-of-way, municipal buildings, parks and recreation, outdoor developed areas, and shared use paths. David has received ADAC certification - currently the only formal accessibility certification issued by the University of Missouri – Architectural Studies, College of Human Environmental Sciences and The Greater Plains ADA Center (ADAC). He specializes in the 2010 ADA Standards for Accessible Design and the Architectural Barriers Act as an Accessibility Inspector/Plans Examiner.

David spent three years providing ADA technical guidance on behalf of the Rocky Mountain ADA Center. David developed and provided ADA related training to numerous Title II and Title III entities across the country. Trainings were tailored specifically to each client, providing thoughtful clarity into their rights and responsibilities under the ADA.

Select Project Experience

Texas Department of Transportation Transition Plan / *Statewide, Texas*

As Project Manager, David is working with TxDOT to ensure quality, utility, and accuracy of facility data collection efforts for integration into the Statewide Transition Plan. This includes the review of collected information, reporting, and integration strategy with a focus on balancing ADA compliance with budgetary constraints. Throughout the process, David is managing strategic coordination with multiple departments within TxDOT and multiple consulting agencies.

Pedestrian Facilities Inventory & Assessment Services / *Raleigh, NC*

Project Manager for a citywide inventory and assessment of pedestrian facilities. David coordinated the development of a highly technical scope and approach for the City's pedestrian facilities inventory, which will consist of more than 1,200 miles of sidewalk and 18,000 curb ramps. In addition to project coordination, he monitors the daily collection progress, addresses field questions, and assists with QA/QC review of collected data. This project involves ADA compliance review, data collection, cost estimating, severity scoring, GIS Integration, and data readiness for exportation to asset management software.

Pedestrian Facilities Inventory & Assessment Services / *Charlotte, NC*

David oversaw the coordination and execution of the projects virtual public outreach efforts. In addition to the public outreach, David assisted with the QA/QC review of collected data, reporting efforts, and data assimilation. This project involves ADA compliance review, data collection, cost estimating, prioritization, public outreach, GIS Integration, data readiness for exportation to asset management software, culminating in a formal ADA Self-Evaluation & Transition Plan.

ADA Accessibility Consultant / *ODOT*

David is an Assistant Project Manager providing oversight for organizational accessibility training services. In addition, he supports Cole in delivering as neutral party for the state's review processes.

3. Services proposed

We set out on the following pages our understanding of the requirements of City of Allen and our detailed proposals to meet these requirements.

Phase One

1. Project Management and Coordination

From the notification of contract award, Direct Access will start preparations for the initial contact meeting. This meeting will confirm the scope from the Request for Proposals documentation and Direct Access and Cole's proposals. We will work with the Parks and Recreation Department to develop a procedural framework for communications between the County, Direct Access and Cole. We will agree a formal schedule of work setting out milestones and key performance indicators within a clearly defined PEP – Project Execution Plan.

These milestones and indicators are fed into our project management system which supports periodic progress review meetings with the City. We utilize Teams for their captioning availability. If there are other ADA access requirements by anyone within the City, Direct Access or Cole, we will facilitate that. All in-person meetings will also have access requirements catered for including American Sign Language interpretation, CART captioning, audio description as required.

Deliverables: Detailed work plan and project schedule for ADA Compliance Team review and approval.

2. Meet with a group of citizen stakeholders

Direct Access will facilitate the initial meeting with the ADA Advisory Team including implementation of access requirements. This meeting will:

- Outline the process as agreed from 1
- Proposed timeline
- Expectations for both phase one and two
- Collate any general input into the process and ideas provided

As a organization that consists solely of people with disabilities, Direct Access is familiar with the challenges of ensuring a diverse representative consultative group is in place. We are able to use our internal diversity to reach out to those groups within the City of Allen who may be marginalized within disability cohorts. In our experience these are often Deaf people and neurodiversity groups where communication is the overriding barrier. Within our team we have Deaf people fluent in sign language and neurodiverse individuals able to provide essential empathic engagement.

Our approach of facilitating engagement is to ask people if they want to be involved and if so, *how?* For some people a group or workshop environment may be challenging to access.

In addition to people utilizing City of Allen's SNAP programs, Direct Access would seek engagement of relevant people with disability organizations such as Dallas Association of the Deaf, Dallas Area Council of the Blind, Neurodiverse Spectrum Services and REACH Center for Independent Living.

3. Conduct field surveys of Parks and Recreation Department properties

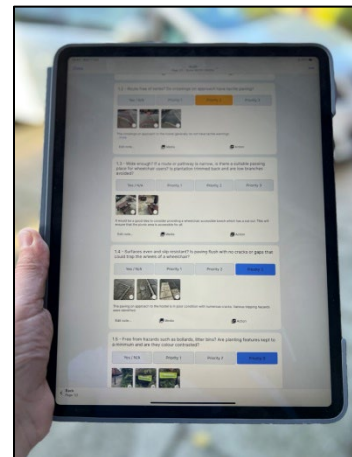
Upon arrival at a park or facility the Direct Access or Cole Consultant will introduce themselves to pre-arranged contact at any staffed site for security purposes. They will ask for an update on any COVID requirements for the site and a quick tour to become familiar with the layout. From then the Consultant will undertake the assessment. Direct Access will focus on buildings and facilities from playground equipment to pavilions to concessions up to the Credit Union of Texas Event Centre. Cole will focus on the sidewalks and hard surface paths. When the onsite visits have been completed initial verbal feedback is offered on key findings.

Where a site is unattended, Direct Access will inform the Parks and Recreation Department of expected arrival and departure timings. At all times at every site, both Direct Access and Cole Consultants will carry photographic ID and hi-vis safety apparel.

Right: The Direct Access ID includes Braille and a QR code enabling people to verify individual details. This enables blind people to access the same information.



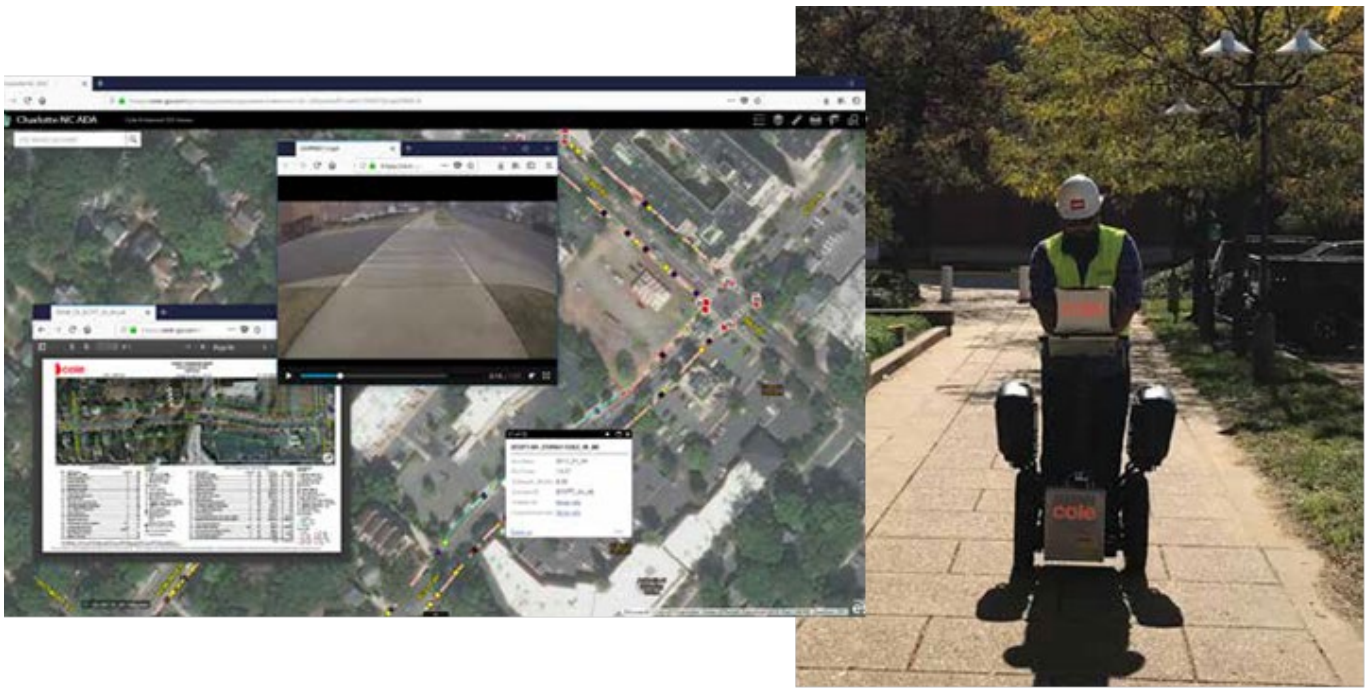
Each Direct Access Consultant is equipped with a tablet operating a bespoke auditing program developed from eighteen years' experience of undertaking site evaluations across multiple industry sectors. The software facilitates the capture of all pertinent metrics relevant to each of the standards and guidance outlined below. Photographs are captured by the tablet with real-time annotation available to record key points which is attached to GIS software ensuring suitable GIS layers. Output is recorded as actual field measurements with GIS shapefile format with geospatially referenced photos of evaluated elements. This established field inspection checklist system provides for consistent quality of reporting as each checklist must be completed before progressing to the next checklist.



The Cole Access Consultant is equipped with the ULIP-ADA (Ultra-Light Inertial Profiler technology) was originally developed through a pilot program with the Federal Highway Administration (FHWA). The technology is a "Best Practice" approach listed by the Texas Transportation Institute and in ADA Compliance at Transportation Agencies: A Review of Practices (NCHRP 20-07 Task 249), a National Cooperative Highway Research Program study, also cited by FHWA and NTRB).

Many years of software upgrades have been made to the ULIP-ADA (Ultra-Light Inertial Profiler) to streamline data processing and enhance the user interface. The implementation of the ULIP-ADA version 3.0, in conjunction with our experienced operators, allows for a cost-effective means to measure sidewalk length, width, cross slope, running slope (grade), material type, gaps and heaves, and overall condition with easy integration into the City's GIS mapping system. The device's lasers, accelerometers, and gyroscope are designed to measure complete features of the sidewalk surface at a rate of 10,000 records per second.

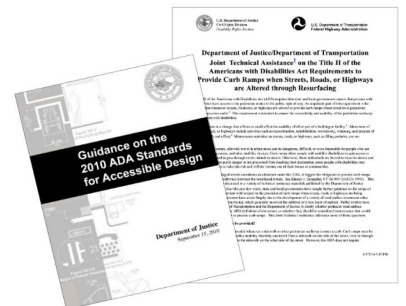
This system provides continuous sidewalk data and allows a city to report and map degrees of non-compliant sidewalk and compliant sidewalk, collecting 6-10 miles of sidewalk per day. All collection with the ULIP-ADA is accompanied by video documentation, allowing for all collection to be experienced by the City at their convenience.



It is important to note that the ULIP-ADA is one of the few collection technologies available for sidewalk and hard-surface trail collection with the capability of identifying changes in level (bumps) at a 1/4” level of accuracy, which is a requirement of both the 2010 ADA Standards and PROWAG. The implementation of the ULIP-ADA allows for a cost-effective means to measure accessible route features and to output ArcInfo compatible data and easy integration into the City of Allen’s GIS mapping system. This system provides continuous data and allows a city to report and map degrees of non-compliant routes and compliant routes.

Accessibility standards checklists used by both Direct Access and Cole are based on:

- Title II regulation 35.105 of the U.S. Department of Justice
- ADA 2010 Standards for Accessible Design
- 2012 Texas Accessibility Standards
- 1991 ADA Standards for Accessible Design (ADA Standards, 1991)
- Architectural Barriers Act Accessibility Guidelines; Outdoor Developed Areas
- Americans with Disabilities Act Standards for Transportation Facilities (2006)
- Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG, 2011)
- Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way; Shared-Use Paths (PROWAG Supplement, 2013)
- 2009 Manual on Uniform Traffic Control Devices (MUTCD)



- Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities, Supplemental Changes for Play Areas (2000) and Recreational Facilities (2002)

Evaluations are based on the standards that were in place at the time of construction including reference to Safe Harbor. Where dates are not known which is common with public rights of way, then the current standards are referred to.

Guidance for public rights-of-way facilities in defining the method with which to assess the data is clear in Designing Sidewalks and Trails for Access (FHWA, 1999). This report advises that grade and cross-slope “should be measured over 2 ft. intervals, the approximate length of a wheelchair wheelbase, or a single walking pace.”

Key measurements outdoors:

- Slopes to the nearest tenth of a percent
- Sidewalk, curb ramp and crosswalk dimensions to the nearest inch
- Cross street widths, driveway widths and sidewalk segment lengths to the nearest foot

Key measurements inside premises:

- Measure slopes to the nearest tenth of a percent
- Dimensions (for counter top heights, maneuvering spaces and clearances) to the nearest inch
- Vertical discontinuities to ¼ inch
- Force required to open doors to the nearest pound

4. Evaluate the Parks and Recreation Department programs, services and activities.

Direct Access and Cole will develop in partnership with the Department the scope of program, service and activity evaluation and agree an evaluation program that meets the required time frame. This will require meeting key Department staff to identify documents, policies, processes and procedures related to these programs and services. These may include Master Plans, capital improvement schedules, refurbishment of playgrounds and details of existing activities. Information on issues or concerns raised by people with disabilities with the City of Allen will be valuable to review.

5. Parks and Recreation Department staff availability is limited. This is recognized by both Direct Access and Cole. As experienced Consultancies of many years standing, both organizations are experienced in working in a wide variety of settings. We can confirm that the partnership will complete all surveys with minimal input from Parks and Recreation Department staff. We typically start audit processes around 08:00 depending on weather conditions and any localized restrictions. This ensures residents and staff maintain unrestricted access to sites. As often happens, residents take an interest in and pride that their local park is being assessed for accessibility. We do welcome City staff to join Direct Access and Cole to experience part of the audit – these opportunities are a great way of highlighting what we look for, what are quick-wins and to discuss long term plans or ideas staff may have.

A concise and informative report will be developed for each facility, park, right of way, etc. Findings from the facility evaluation are entered into a database, usually Excel (other formats on request) and facility reports outlining identified barriers and proposed barrier removal actions are produced

ensuring all aspects of completed checklists are covered. Reports are detailed with integrated pictures to each element to enable Parks and Recreation Department employees to quickly identify and understand each data entry with GIS location data recorded.

The standard checklists cover all manner of barrier conditions commonly found in City facilities and programs including parking, signage, paths of travel, buildings, restrooms, and outdoor recreation facilities. External areas include curbs, sidewalks, pedestrian crossings, pedestrian signals, shared used trails, parking lots and bus stops. Pedestrian path of travel including from bus stops nearest to site where relevant.

Site evaluations start from the exterior of any site to understand the approaches to and entrances to a building. All assessments use the following checklists to ensure that all features of a building are captured:

1. Approach, routes and street furniture
2. Car parking
3. External ramps
4. External steps
5. Entrances
6. Reception areas and lobbies
7. Corridors and internal surfaces
8. Internal doors
9. Internal ramps
10. Internal stairs
11. Lifts
12. Platform lifts and stair lifts
13. Washrooms: general provision
14. Washrooms: wheelchair users
15. Facilities
16. Wayfinding
17. Lighting
18. Acoustics
19. Means of escape
20. Building management

1.3 AUDIT PROCESS

The audit was undertaken in two stages employing plans of the site, if available, and the checklists in Section 6 (Audit table) The general order of the checklists is:

Checklist Ref	Description	Applicable to this station	
		Yes	No
Checklist 1	Approach, Routes & Street Furniture	✓	
Checklist 2	Car Parking	✓	
Checklist 3	External Ramps		X
Checklist 4	External Steps	✓	
Checklist 5	Entrances	✓	
Checklist 6	Ticket Office and Customer Service Areas	✓	
Checklist 7	Circulation & Surfaces Including Platforms	✓	
Checklist 8	Internal Doors	✓	
Checklist 9	Internal Ramps	✓	
Checklist 10	Internal Stairs	✓	
Checklist 11	Lifts / Platform Lifts		
Checklist 12	WCs: General Provision		
Checklist 13	WCs: Wheelchair Users		
Checklist 14	Facilities		
Checklist 15	Way Finding		
Checklist 16	Lighting & Acoustics		
Checklist 17	Means of Escape		
Checklist 18	Building Management		

Note: Not all of the above checklists may be relevant to this particular static

Stage 1 – Information gathering

This is undertaken as a walkthrough audit / inspection of the building using:

Stage 2 – Results and recommendations

The report suggests possible improvements that can be made to the building structural adjustments to possibly major structural alterations. It also gives



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7. General Overview of Accessible Accommodations

7.1 ADA Accessible Accommodation

There are nine designated accessible (ADA) accommodations at Sherwood Crossing. These are spread across the different types of properties available providing an excellent choice of facilities. These are listed on the plan below.

- 3 x Deluxe Cabins (302) (775) (779)
- 1 x Town House (302)
- 2 x Main Lodge (101) (102)
- 1 x Grand Hut (100)
- 7 x 3 Bedroom Cabins (320) (307)



Accessibility Audit - Sherwood Crossing
02/09/2021, 10:22:02
October 2022

Page | 27

Right: Example checklist and pages from an evaluation of a campsite and park. It contains photographic records, maps and measurements to compare with standards requirements. Each photograph forms a thumbnail image next to the relevant section in the report and larger images are stored in the appendix. Color coded prioritization of severity of non-compliance.

The reports include recommendations traffic light banded according to priority. These options are discussed and agreed with City of Allen to create bespoke working documents detailing essential requirements, the quick wins drawing on best practice and approaches that are innovative or require additional resources and investment. (A common 'quick win' is implementing a management

procedure that ensures accessible washroom being cleaned does not result in alarm cords being tied up thus rendering the washroom inaccessible)

Color bandings commonly used are:

ADA Concerns

Where there are potential health and safety risks or where failure to implement changes would be highly likely to attract legal implications. Immediate action is recommended to put changes into effect.

ADA Concerns

Where action is recommended within the short term to alleviate an access problem or make improvements that will have a considerable impact. These may include quick wins that can be achieved easily/minimal cost.

Compliant

No action required

Best practice / Blue sky thinking

Direct Access include where innovation or best practice may be worth considering that is not covered by or exceeds ADA requirements and which does not fit in the first three categories.

6. The data collected and utilized as outlined in task 5 forms the data to meet with the ADA Compliance Team to review and analyze data. This meeting will start with a high-level overview of common issues across multiple sites and then drill down into each individual site. This approach is flexible to prioritize according to Departmental focus such as planned refurbishment.

Deliverable: Final copies of all Site Reports and draft Field Survey report.

7. The Field Survey Report will take the information gathered and distilled through meetings to produce the detailed report in full color and PDF formats. Maps will be provided in ArcGIS data format and summary maps can be provided in a tactile form for blind participants in meetings to understand the key findings.

8. The Facility Survey Report will be presented to the ADA Compliance Team. All feedback will be recorded, and any required changes implemented.

9. The facility survey report will be presented to a joint meeting of the ADA Compliance and Advisory Teams with all feedback recorded. The meeting will include American Sign Language interpretation, CART captioning and where hard copies of materials are provided, these will include paper tactile maps and Braille summary documents. If there are additional access requirements then these will be provided for.

Deliverable: Printed and electronic versions of the final Field Survey Report.

Phase Two

When Phase One is completed, Direct Access and Cole will work together to develop the Transition Plan which will include all pertinent information to comply with ADA Title II.

1. ADA Transition Plan first draft

Direct Access will facilitate a meeting with the ADA Compliance Team to determine available funding and timescales to inform the creation of the first draft of the ADA Transition Plan. Where federal funding is also available, eligibility criteria will be reviewed, and details incorporated into reports.

2. Draft plan review (ADA Compliance)

Direct Access will circulate the first draft and arrange a meeting with the Compliance Team to review the draft ADA Transition Plan. The meeting will start with a high-level overview of key issues identified across several parks and associated facilities. The meeting will then look at thematic sections to refine the various components and offer feedback on priorities and where changes may need to be made.

3. Draft plan review (ADA Advisory)

Direct Access will circulate the draft document and facilitate a meeting to review the plan. As with 2, it will start with a high-level overview of key issues identified and then look at thematic sections to gather input into different priorities. Direct Access will be the rapporteur documenting all suggestions.

4. Public meeting

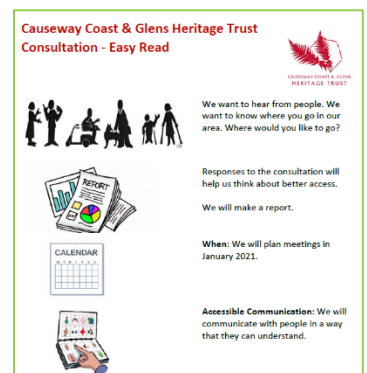
Direct Access will advertise a formal public meeting to be held in the evening on a weekday on a date agreed with stakeholders. This meeting will review the draft document, identify project priorities and solicit feedback for refinement.

The meeting will be fully accessible held in a venue that provides step-free access, accessible parking facilities and restroom facilities. Direct Access will provide American Sign Language interpreters and CART live captioning for Deaf and hard of hearing persons. Tactile maps and audio descriptions of sites will be provided for blind and partially sighted participants.

In addition to weekly advertisements in the newspaper for four weeks in the lead up to the meeting and information on the Parks and Recreation Department website, Direct Access has its own Consultation team experienced in developing engaging social media content through Facebook, twitter, TikTok, LinkedIn, Instagram and SnapChat.

Direct Access will visit local Deaf community events to explain in Sign Language about the Public Meeting and to encourage people to attend. This is vital as Deaf people do not access information provided via verbal means or through advertising. Direct Access will also provide outreach engagement to neurodiversity services for adults to explain the purpose of the Public Meeting and how to participate. To support this will be Easy Read versions of all publicity that is accessible for everyone.

Direct Access Consultancy LLC in partnership with Cole & Associates Inc.
ADA Transition Plan for Park – City of Allen 2022



Easy Read information is designed for people who benefit from clearly written words with pictures to explain context.

Direct Access will provide a variety of means of getting in touch with the team if people are unable to attend for whatever reason and would like to contribute. This will include video, telephone, written and electronic forms.

We will work with the City of Allen’s marketing and communications team, the Parks and Recreation Department and other city organizations to identify other opportunities to engage people with disabilities. This includes notices on community noticeboards, local cafés, libraries and other places where people gather.

Direct Access employs a dedicated full time Consultation Coordinator who is experienced in establishing and running hybrid events which will be considered for the public meeting. This enables people with disabilities to access the public meeting who may not be able to attend the meeting in-person.

5. Meet with the ADA Compliance Team

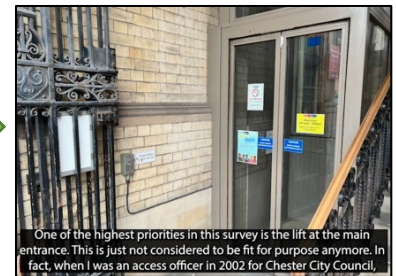
Direct Access will codify the feedback from the Public Meeting and any follow up from the public meeting. The ADA Compliance Team meeting will review these and develop recommendations on potential changes. These changes will be incorporated into the second draft of the ADA Transition Plan.

6. Produce second draft of ADA Transition Plan

The second draft will be clear, concise, and user-friendly. Each section will be color coordinated with chapter and page references to allow ease of identification. The report will include a detailed description of identified barriers, the schedule for removing those barriers and a summarized report of public input.

The report will include relevant photographs and each section will provide an Easy Read summary of the content.

Text based documents can be difficult for people to read and understand. Our QR codes included in public reports enables people to utilize their own devices and assistive technology to access information visually instantaneously. It provides people with an alternative means of consuming information in the format that works best for them.



7. Present draft copies

Two copies of the second draft Plan will be provided to the ADA Compliance Team and five to the ADA Advisory Team for final comments and suggestions. These will clearly marked as draft on the cover. It is recommended that draft is placed as standard text in a larger size or color. Watermarked documents can pose reading challenges and are best avoided.

Agreement from both teams will then enable the Plan to be presented to the City Council with any final changes as appropriate via the third (final) draft.

8. Provide to the ADA Compliance Team five printed, full color copies of the final draft ADA Transition Plan

Both five full color hard and five USB copies will be provided to the ADA Compliance Team. The summary of the project will cover the overview of the process, the comments received, the participation of various stakeholders, and end result. It is useful to highlight the diversity of participants involved and the steps taken for fully inclusive public meetings.

As the summary will be released to the public, we will provide an American Sign Language video summary in addition to the text based summary for the City of Allen to utilize.

9. Present the final draft ADA Transition Plan at a Council Meeting for discussion and adoption by the City Council.

Direct Access and Cole will co-produce a presentation about the process and key findings for a Council meeting, answer questions and facilitate the adoption of the plan by the City Council. Reference to legislative requirements and the works of other Counties in Texas will be provided in support.

10. Provide electronic database

A full electronic database of items contained in the Facility Survey Report will be provided to the Parks and Recreation Department. Although identified as task 10, the database will be provided upon completion of the Survey Report.

11. Provide a database-driven electronic monitoring, tracking, and management mechanism.

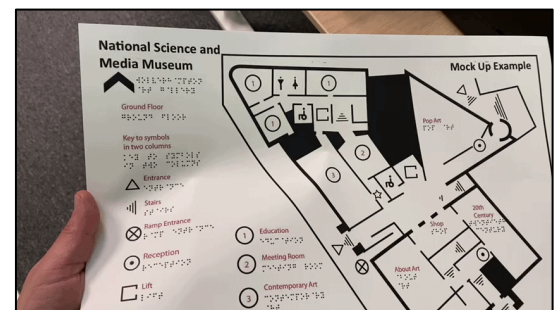
In addition to twelve bound copies of the final report, Direct Access will provide Parks and Recreation Department with an electronic database based on software as approved by the Department. This will be agreed at the initial contact meeting. Options include excel or BlueDAG.

Phase two deliverables: Draft and final versions of the Transition Plan

Added value

As an established accessibility consultancy for more than eighteen years, Direct Access has in place a full chroma key production studio which is available for City of Allen to use. This enables a fast turnaround on production of accessible materials for consultation and other meetings. These include:

- Sign language and captioned videos
- Audio description or narration
- Tactile maps (for the purposes of ADA Transition Plans these are paper based – we also produce static tactile map boards)
- Braille
- Large Print



4. Price Proposal

Attached to the online portal as a separate file.

5. Exceptions to RFP

Direct Access Consultancy LLC and Cole & Associates Inc have no exceptions to the Scope of Work and Terms and Conditions. We are committed to working closely with the City of Allen to deliver a high-quality ADA Transition Plan that benefits everyone using city facilities.

BID ENDORSEMENT


The undersigned, in submitting this bid proposal and their endorsement of same, represents that they are authorized to obligate their firm, that they have read this entire bid proposal package, is aware of the covenants contained herein and will abide by and adhere to the expressed requirements.

Submittals will be considered as being responsive only if entire Bid Package plus any/all attachments is returned with all blanks filled in.

SUBMITTED BY:

Direct Access Consultancy LLC

(OFFICIAL Firm Name)

By: 
(Original Signature) **Must be signed to be considered responsive**

STEVEN MIFSUD

(Typed or Printed Name)

Director

11/28/22

(Title)

(Date)

Remittance

Address: 4600 140th Avenue North, Suite 180
Clearwater, FL 33762
(Zip Code)

Phone #: (727) 476-2852

Fax #: (727) 538-4237

E-Mail Address: sdering@directaccess.group

If an addendum is issued for this bid, please acknowledge receipt.

ADDENDUMS/AMENDMENTS:

- 1) 11/16/22 _____ date acknowledged
- 2) 11/17/22 _____ date acknowledged
- 3) _____ date acknowledged

EXHIBIT 2

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer in this sole proprietorship, partnership, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter Section 10.05.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Direct Access Consultancy LLC
Name of Contractor
By: [Signature]
Signature STEVEN MIFSUD
(Print Name)
Director
(Title)

FLORIDA MB
STATE OF TEXAS
COUNTY OF PINELLAS MB

SUBSCRIBED AND SWORN TO before me this 30th day of Nov, 2022.



[Signature]
Notary Public, State of Texas
Florida MB

SPECIAL CIRCUMSTANCES:
BRITISH PASSPORT HOLDER
UNABLE TO DO DIRECTLY IN
TEXAS. MB

Steven Mifsud MBE the Founder and Director of Direct Access Consultancy LLC (United States) and Direct Access Consultancy Limited (United Kingdom) who is authorized to sign forms on behalf of the company has a different passport to what is required for notary purposes in Texas. We therefore provide a Florida notarized form.



November 28, 2022

Direct Access Consultancy LLC
4600 140th Avenue N - Ste 180
Clearwater, FL 33762

RE: City of Allen Insurance Requirements
General and Professional Liability & Workers' Compensation Insurance

Dear Steve,

Thank you for reaching out regarding the above. Your current insurance carriers can comply with the terms as provided by you in your recent email. Simply let me know when you would like to make these endorsements take effect and I will move forward for you and provide the appropriate Certificate of Insurance.

I'll await your response to move forward.

Warm Regards,

Karen E. Gonzalez

EXHIBIT 4

BIDDERS QUALIFICATION STATEMENT

Project: Bid No. 2023-10-11 ADA Transition Plan for Park

Contractor: Direct Access Consultancy LLC

Indicate One: Sole Proprietor Partnership Corporation

Name: Steven Mifsud Partner: _____

Title: Director Title: _____

Address: 5900 Balconess Drive, SET 100 Address: _____

City: Austin City: _____

State & Zip: Texas, 78731 State & Zip: _____

Phone: 727 478 2852 Phone: _____

State and Date of Incorporation, Partnership, Ownership, Etc. Florida March 15, 2021 - owned by Direct Access established July 20, 2004

Location of Principal Office: 4600 140th Avenue North, Suite 180, Clearwater, FL 33762

Contact and Phone at Principal Office: Steve Dering 727 478 2852

Liability Insurance Provider and Limits of Coverage: Continental Casualty Co. General Aggregate \$4,000,000

Workers compensation Insurance Provider: Sirius America Insurance Company

Address: 1755 Blake St., 5th Floor, Denver, CO 80202

Contact and Phone: 855-705-2716

Number of Years in Business as a Contractor on Above Types of Work: 18+

Claims and Suits (If the answer to any of the questions is yes, please attach details):

- No Has your organization ever failed to complete any work awarded to it?
- No Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?
- No Has your organization filed any lawsuits or requested arbitration regarding construction contracts within the last five years?
- No Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract?

List your most current agreements/contracts, with information, like the type of work bid.
(Use Additional Sheets if Necessary)

Project: Housing Accessibility Assessment
Project Description: Accessibility audits of Vermonters with disability at home
Owner/Agency: Department of Disabilities, Aging & Independent Living, State of Vermont
Contact Person: Mark Reves Contract Price: \$100,000
Phone: 802 585 9506 Email mark.reaves@vermont.gov

Project: Cmw Taf Nature Network
Project Description: Audits of 20 parks in Wales (similar to ADA Transition Plans)
Owner/Agency: Bridgend County Council
Contact Person: Mark Blackmore Contract Price: \$14,621
Phone: +44 1656 815058 Email mark.blackmore@bridgend.gov.uk

Project: Expo 2020 Dubai
Project Description: Universal Design Access Consultants
Owner/Agency: Expo 2020 Dubai
Contact Person: Jennifer Camuli Contract Price: \$775,534
Phone: +971 55 164 2140 Email info@right2achieve.me

Bank References (List Institution, Address, Contact Person, and Phone):

Bank of America, Pinellas Park, 5100 Park Blvd N, Pinellas Park, FL 33781-3414
727 545 7291 Nicholas Jones

**EXHIBIT 5
SUPPLEMENTAL INFORMATION**

Please provide the following information for contract development:

Is the company a	1.	Sole Proprietorship	<u> </u> Yes <u> x </u> No?
	2.	General Partnership	<u> </u> Yes <u> x </u> No
	3.	Limited Partnership	<u> </u> Yes <u> x </u> No
	4.	Corporation	<u> x </u> Yes <u> </u> No
	5.	Other	<u> </u> Yes <u> x </u> No

If the company is a **sole proprietorship**, please list the owner's full legal name, the name under which business is conducted (i.e. d/b/a), the address for the company, including the state and county in which your business is located:

If the company is a **general partnership**, please list the exact name of the partnership, whether it is a partnership formed under the laws of the State of Texas or another state, the business address for the partnership, including the state and county, and list of the names of all of the partners for the partnership:

If the company is a **limited partnership**, please list the exact name of the limited partnership, whether it is a limited partnership formed under the laws of the State of Texas or another state, the business address for the limited partnership, including the state and county, and list the names of all the general partners for the partnership:

If the company is a **corporation**, please list the exact name of the corporation, whether it is a corporation formed under the laws of the State of Texas or another state, the business address for the corporation, including the state and county, and list the names of all of the officers for the corporation:

Direct Access Consultancy LLC, formed under the laws of the State of Florida and registered in TX, VT and MA.
5900 Balcones Drive, STE 100, Austin, TX 7831 (local) 4600 140th Avenue North, Suite 180, Clearwater, FL 33762 (registered)

Officers: Steven Mifsud, Steve Dering, Gail Holden
If the company is **another entity** not listed above, please list the exact name and type of company, the state under which it is formed, the business address for the company, including the state and county, and list the names of all of the persons authorized to act on the company's behalf.

Is the company registered with the Texas Secretary of State? Yes

Prior to executing a contract, the awarded bidder must be registered with the Texas Secretary of State. If the bidder has determined they are exempt from this requirement, it is the bidder's responsibility to demonstrate that exemption.

Is the company a minority, or woman owned business enterprise?
 x No Yes if yes, specify MBE WBE

Has the company been certified as a minority/woman owned business by any governmental agency?
 x No Yes Note: Direct Access is a certified DOBE (disability) certified by Disability:IN Aug 2022

If yes, specify the governmental agency: _____

Date of certification: _____

Evidence of DOBE® status:



State of Florida

Department of State

I certify from the records of this office that DIRECT ACCESS CONSULTANCY LLC is a limited liability company organized under the laws of the State of Florida, filed on March 15, 2021.

The document number of this limited liability company is L21000122434.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on April 12, 2022, and that its status is active.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fifth day of July, 2022*




Secretary of State

Tracking Number: 8252431904CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/Certificate.Authentication>



Date: 11/16/2022

ADDENDUM 1

2023-10-11

ADA Transition Plan for PKR

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Attachments:

- Pre-Proposal Sign-In Sheet
- GIS Map Search for Park and Trail
- Revised Price Form - 2023-10-27
- Construction plans for select buildings and parks will be issued on an addendum 2 to provide helpful information where available. These will be in pdf format for viewing in Adobe Acrobat.

Questions & Answers:

1. What is the time line for this project?

Answer: The DRAFT Transition Plan has to be completed by late August, 2023, this is a fixed completion point, since the plan is part of the Allen Parks and Recreation Department's submittal to the national accreditation association.

2. Please elaborate the difference between Advisory Team and Compliance Team.

Answer: An ADA *Compliance Team* will be staff as a sub-group of the PARD in overseeing compliance – their involvement can include anything from tracking complaints to trainings to repairs. The committee may involve more than one department and as can be seen from the attached 2-phase project task flow diagram it is involved at critical points in the self-evaluation and Transition Plan preparation from the beginning kick-off of the project to review and approval of self-evaluations, and throughout the plan preparation phase as well.

We will also have an ADA *Advisory Team* which will be a group of citizen stakeholders comprised of identifiable disability advocates and citizens with disabilities, and general members of the public. Their involvement will span the entire project (both phases) and they will help staff to ensure that expectations associated with both phases of work are being met and input they may provide to the work will be helpful.

3. May we get a facility list and accompanying square footage information as well as curb/sidewalk information for all buildings and properties needing to be assessed?

Answer: For building size (square feet), please see the Revised Price Sheet for the Phase 1. The building area is supplied on the particular line items for that building.

Please note that for the Credit Union of Texas Event Center, there is an Event Level area, and a Suite Level area. The Event Level area includes the ground level of the arena, the back-of-house/team rooms, the Community Ice Rink (practice ice rink) and the connecting building area between it and the main ice rink.

To provide additional clarity about building areas, and the division of the buildings into various interior spaces, a link is provided with this Addendum that gives access to various building floorplans and other drawings. Where available, a site plan is also provided to assist with vehicular and pedestrian accommodations.

4. Regarding to specification page 17, Parks and Trails - The PARD has 78 miles of trails, however for the purposes of this plan, only 1) the trails (concrete and soft-surface), and sidewalks within the boundary of any of the 45 properties, and 2) trail and ramps extending to the curb line of any street surrounding or bordering these properties are to be considered. Will you confirm you want soft-surface trails within the boundary of the 45 properties assessed? Do you know how many miles of paved surfaces are within the boundaries of the 45 properties?

Answer: Soft surface trails are to be included where such exist within one of the properties identified in the Phase 1 Self-Evaluation Price Sheet. The mileage of paved surfaces within the boundaries of the various properties is not calculated, however this information can be obtained from the City of Allen online GIS interactive mapping. See ATTACHMENT "GIS MAP SEARCH FOR PARK AND TRAIL INFORMATION" included with this Addenda for instructions for accessing specific map data and doing so for trail length information.

5. Regarding to specification page 16, Scope of Services and Deliverables, It must be noted that this scope does not include the evaluation of programs and services, but only physical properties and buildings and the public improvements of each. Will you confirm that the evaluation of programs and services should NOT be entered into the Price Form as the City intends to negotiate that cost after award but prior to contract?

Answer: Correct. The evaluation of programs and services should NOT be entered into the Price Form as the City intends to negotiate that cost after award but prior to contract.

6. Does the city have a budget for the scope of work in the RFP?

Answer: It is assumed that the Scope of Work will range in cost from \$100,000 to \$200,000.

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID



11/28/2022

Signature of Officer

Date



Date: 11/17/2022
ADDENDUM 2
2023-10-11
ADA Transition Plan for PKR

The following items take precedence over the initial bid specifications, where supplemented here. The original requirements, not affected by this addendum, shall remain in effect.

Link:

- Supplemental Plans documents can be review via <https://www.cityofallen.org/DocumentCenter/Index/746>

PLEASE RETURN 1 SIGNED COPY OF THIS ADDENDUM WITH YOUR BID

Signature of Officer

11/28/22

Date



BID TAB-RFP #2023-10-11 ADA Transition Plan, Parks and Recreation

Vendor: Altura Solutions, LLC

Vendor: Direct Access
Consultancy LLC

Vendor: Bureau Veritas Technical
Assessments LLC (Clampett Industries)

Task #	Description	UOM	Unit Price	UOM	Unit Price	UOM	Unit Price
PHASE I - SELF EVALUATION							
C1	Meeting(s) with Compliance Team. Discuss project expectations, survey methodology, review project schedule and deliverable, processes, roles, etc. (incl. Task P1D)	EA	\$1,100.00	EA	\$3,008.00	EA	\$1,600.00
C2	Meeting with ADA Advisory Team, discuss project (both phases), processes, schedule, receive input	EA	\$750.00	EA	\$910.00	EA	\$1,600.00
C3	Conduct Field Surveys (PARD Properties)	EA	See Below	EA	\$39,931.00	EA	\$1,600.00
POCKET PARKS							
PP1	Hillside Play Area	EA	\$750.00	EA	\$180.00	EA	\$3,246.33
PP2	Windridge Park	EA	\$750.00	EA	\$180.00	EA	\$3,246.33
MINI-NEIGHBORHOOD PARKS							
MNP1	Ridgeview Crossing Park	EA	\$850.00	EA	\$250.00	EA	\$1,623.17
MNP2	Walden Park	EA	\$850.00	EA	\$180.00	EA	\$1,623.17
NEIGHBORHOOD PARKS							
NP1	Allenwood Park	EA	\$1,000.00	EA	\$320.00	EA	\$3,246.33
NP2	Bethany Ridge Park	EA	\$1,000.00	EA	\$350.00	EA	\$1,623.17
NP3	Bradford Crossing Park	EA	\$1,000.00	EA	\$350.00	EA	\$1,623.17
NP4	Cottonwood Bend Park	EA	\$1,000.00	EA	\$320.00	EA	\$1,623.17
NP5	Country Meadows Park	EA	\$1,000.00	EA	\$350.00	EA	\$1,623.17
NP6	Glendover Park	EA	\$1,000.00	EA	\$310.00	EA	\$3,246.33
NP7	Green Park	EA	\$1,000.00	EA	\$320.00	EA	\$3,246.33
NP8	Lost Creek Park	EA	\$1,000.00	EA	\$280.00	EA	\$1,623.17
NP9	Morgan Crossing Park	EA	\$1,000.00	EA	\$320.00	EA	\$1,623.17
NP10	Orchards Park	EA	\$1,000.00	EA	\$320.00	EA	\$3,246.33
NP11	Quail Run Park	EA	\$1,000.00	EA	\$320.00	EA	\$3,246.33
NP12	Reed Park	EA	\$1,000.00	EA	\$180.00	EA	\$3,246.33
NP13	Rolling Hills Park	EA	\$1,000.00	EA	\$310.00	EA	\$1,623.17
NP14	Spring Meadow Park	EA	\$1,000.00	EA	\$310.00	EA	\$3,246.33
NP15	Stacy Ridge Park	EA	\$1,000.00	EA	\$380.00	EA	\$3,246.33
NP16	Story Park	EA	\$1,000.00	EA	\$450.00	EA	\$3,246.33
NP17	Suncreek Park	EA	\$1,000.00	EA	\$310.00	EA	\$1,623.17
NP18	Twin Creeks Civic Space	EA	\$1,000.00	EA	\$410.00	EA	\$3,246.33
NP19	Twin Creeks Park	EA	\$1,000.00	EA	\$325.00	EA	\$3,246.33
NP20	Watters Crossing Park	EA	\$1,000.00	EA	\$320.00	EA	\$1,623.17
COMMUNITY PARKS							
CP1	Bethany Lakes Park	EA	\$1,500.00	EA	\$590.00	EA	\$6,492.66
CP1.JFRC	Joe Farmer Recreation Center (22,484 s.f.)	EA	\$3,100.00	EA	\$450.00	EA	Included in CP1 cost
CP1.AC	Amenity Center(3,300 s.f. +/-)	EA	\$1,200.00	EA	\$400.00	EA	Included in CP1 cost
CP1.LC	Lakeside Clubhouse (1,000 s.f. +/-)	EA	\$800.00	EA	\$425.00	EA	Included in CP1 cost
CP2	Ford Park	EA	\$3,550.00	EA	\$680.00	EA	\$6,492.66
CP2.CON	Concessions Building (1,000 s.f. +/-)	EA	\$1,000.00	EA	\$290.00	EA	Included in CP2 cost
CP2.BH	Bathhouse (1,600 s.f. +/-)	EA	\$1,200.00	EA	\$350.00	EA	Included in CP2 cost
CP2.OFF	Office Building (1,600 s.f. +/-)	EA	\$1,200.00	EA	\$215.00	EA	Included in CP2 cost
CP2.ST/P	Storage/Pumphouse (1,600 s.f. +/-)	EA	\$400.00	EA	\$50.00	EA	Included in CP2 cost
REGIONAL PARKS							
RP1	Allen Station Park	EA	\$1,000.00	EA	\$480.00	EA	\$6,492.66
RP1.SRC	Senior Recreation Center 21,586 s.f.)	EA	\$3,100.00	EA	\$550.00	EA	Included
RP1.ECV	Egde Visitor Center (4,614 s.f.)	EA	\$1,100.00	EA	\$350.00	EA	Included
RP1.DRN	Don Rodenbaugh Natatorium (47,558 s.f.)	EA	\$5,000.00	EA	\$550.00	EA	Included
RP1.BB	Baseball Concessions/Restrooms (2,400 s.f. +/-)	EA	\$900.00	EA	\$250.00	EA	Included
RP1.SB	Softball Concessions/Restrooms (2,400 s.f. +/-)	EA	\$900.00	EA	\$200.00	EA	Included
RP2	Celebration Park	EA	\$1,200.00	EA	\$1,290.00	EA	\$6,492.66
RP2.BB	Baseball Concessions/Restrooms (800 s.f. +/- per structure)	EA	\$900.00	EA	\$250.00	EA	Included
RP2.SOC	Soccer Concessions/Restrooms (700 s.f. +/- per structure)	EA	\$900.00	EA	\$200.00	EA	Included
RP3	Spirit Park	EA	\$1,100.00	EA	\$480.00	EA	\$3,246.33
RP3.RR	Restrooms (1,800 s.f. +/-)	EA	\$800.00	EA	\$250.00	EA	Included
LINEAR PARKS							
LP1	Bridgewater Crossing Recreation Area	EA	\$600.00	EA	\$310.00	EA	\$1,623.17
LP2	Custer Meadows Park	EA	\$600.00	EA	\$310.00	EA	\$1,623.17
LP3	Dayspring Nature Preserve	EA	\$600.00	EA	\$820.00	EA	\$1,623.17
LP4	Fox Hollow Recreation Area	EA	\$600.00	EA	\$380.00	EA	\$3,246.33
LP5	Greenville Heights Park	EA	\$600.00	EA	\$380.00	EA	\$3,246.33
LP6	Heritage Park	EA	\$600.00	EA	\$1,120.00	EA	\$3,246.33
LP7	Shadow Lakes Park	EA	\$600.00	EA	\$480.00	EA	\$3,246.33
LP8	The Bluffs at Lost Creek	EA	\$600.00	EA	\$410.00	EA	\$3,246.33
LP9	Waterford Park	EA	\$600.00	EA	\$540.00	EA	\$3,246.33
SPECIAL USE AREAS							
SUA1	Allen Cemetery	EA	\$900.00	EA	\$300.00	EA	\$1,623.17
SUA2	Allen Heritage Center	EA	\$900.00	EA	\$290.00	EA	\$3,246.33
SUA2.D	Depot (3,400 s.f. +/-)	EA	\$400.00	EA	\$0.00	EA	Included
SUA3	Bolin Park	EA	\$1,100.00	EA	\$250.00	EA	\$4,869.50
SUA3.C	Concessions (700 s.f. +/-) Restrooms (500 s.f. +/-)	EA	\$500.00	EA	\$50.00	EA	Included
SUA4	Credit Union of Texas Event Center	EA	no charge	EA	\$210.00	EA	\$12,985.33
SUA4.EC	Event Center (190,240 s.f.: Event level = 133,067 s.f.; Suite level = 57,173 s.f.)	EA	\$5,000.00	EA	\$1,200.00	EA	Included
SUA4.CI	Community Ice Rink +/- 25,000 s.f. (included in Event Center Event Level s.f.)	EA	\$4,000.00	EA	\$350.00	EA	Included
SUA4.SPG	South Parking Garage (105,000 s.f. +/- footprint: 4 levels)	EA	\$900.00	EA	\$95.00	EA	Included
SUA5	Hillside Wellness Park	EA	\$900.00	EA	\$320.00	EA	\$6,492.66
SUA6	The Courses at Watters Creek	EA	no charge	EA	\$380.00	EA	\$9,739.00
SUA6.CLB	Clubhouse (15,000 s.f. +/- main floor, not including cart garage below)	EA	\$1,600.00	EA	\$350.00	EA	Included
SUA6.RH	Range House (600 s.f. +/-)	EA	\$400.00	EA	\$300.00	EA	Included
SUA6.MB	Maintenance Building (10,500 s.f. +/- not including open attached shed roofs)	EA	\$800.00	EA	\$150.00	EA	Included
SUA6.TRN	The Turn (mid-course refreshment station)(500 s.f. +/-)	EA	\$300.00	EA	\$100.00	EA	Included

NATURAL AREAS							
NA1	The Woods	EA	\$1,600.00	EA	\$270.00	EA	\$1,623.17
GREENBELTS							
G1	Celebration Pass Greenbelt	EA	\$1,900.00	EA	\$610.00	EA	\$3,246.33
G2	Collin Square Greenbelt	EA	\$1,900.00	EA	\$185.00	EA	\$3,246.33
OPEN SPACE							
OS1	Auburn Springs	EA	\$500.00	EA	\$471.00	EA	\$3,246.33
C4	Evaluate PARD Programs, Policies, Services and Activities	Negotiated Scope/Fee		Negotiated Scope/Fee		Negotiated Scope/Fee	
C6-C9	Tasks C6 through C9 as described in RFP Phase 1 Tasks	EA	\$8,000.00	EA	\$21,970.00	EA	included
P1D	Phase 1 Deliverables (Items 2, 3, and 4)	EA	\$4,000.00	EA	\$3,040.00	EA	included
SCHEDULE - PHASE 1, SELF-EVALUATION							
	Calendar Days to Complete Work	EA	135	EA	60	EA	51
	PHASE 1 - TOTAL PRICE		\$96,900.00		\$95,135.00		\$168,739.77
PHASE 2 - TRANSITION PLAN							
D1	Develop first Draft ADA Transition Plan (Includes Phase 2 Deliverables Item 1 as described in Phase 2 Scope of Work)	EA	\$11,000.00	EA	\$28,480.00	EA	included
D2	Meet with ADA Compliance Team	EA	\$800.00	EA	\$930.00	EA	included
D3	Meet with ADA Advisory Team	EA	\$800.00	EA	\$930.00	EA	included
D4	Meet with Allen Community-at-large	EA	\$1,000.00	EA	\$3,850.00	EA	\$1,600.00
D5	Meet with ADA Compliance Team	EA	\$800.00	EA	\$930.00	EA	included
D6	Prepare and produce Second Draft ADA Transition Plan	EA	\$10,000.00	EA	\$930.00	EA	included
D7	Present Second Draft Plan copies to Compliance and Advisory Teams; edit per input; present to City Council and incorporate final changes; prepare Third Draft.	EA	\$1,000.00	EA	\$930.00	EA	\$8,500.00
D8	Provide Third Draft to Compliance and Advisory Teams; provide electronic copy on flash drive; provide Summary of Project for City Council.	EA	\$6,000.00	EA	\$985.00	EA	included
D9	Present Final Draft to City Council for discussion and adoption	EA	\$1,500.00	EA	\$930.00	EA	\$1,600.00
D10	Provide electronic database of Survey Report items	EA	\$3,200.00	EA	\$810.00	EA	included
D11	Provide all Phase 2 Deliverables	EA	\$1,500.00	EA	\$810.00	EA	included
P2D	Phase 2 Deliverables Item 2 (Item P2D Item 1 is to be included in Task D1 above)	EA	\$1,000.00	EA	\$830.00	EA	included
SCHEDULE - PHASE 2, TRANSITION PLAN							
	Calendar Days to Complete Work	EA	120	EA	30	EA	41
	PHASE 2 - TOTAL PRICE		\$38,600.00		\$41,345.00		\$11,700.00
GRAND TOTAL			\$135,500.00		\$136,480.00		\$180,439.77

Vendor	Calculation / totals	Scorer Code	RFP #2023-10-11 ADA Transition Plan, Parks and Recreation
Phase 1 & 2			
Altura Solutions, LLC	Proposed cost	A	\$135,500.00
	Low cost	B	\$135,500.00
	Equal B / A	C	1
	Equal C * 25 points	D	25.00
Direct Access Consultancy LLC	Proposed cost	A	\$136,480.00
	Low cost	B	\$135,500.00
	Equal B / A	C	0.992819461
	Equal C * 25 points	D	24.82
Bureau Veritas Technical Assessments LLC (Clampett Industries)	Proposed cost	A	\$180,439.77
	Low cost	B	\$135,500.00
	Equal B / A	C	0.750943099
	Equal C * 25 points	D	18.77

RFP #2023-10-11 ADA Transition Plan, Parks and Recreation

	Project Approach	Technical Skills	Experience	Overall Completeness and Quality of Proposal	Price	TOTAL SCORE	AVERAGE SCORE	RANK
Maximum Points	25	20	20	10	25	100.00		
Phase 1 & 2								
Vendor: Altura Solutions, LLC Original Bid Amount \$96,900.00								
Evaulator A	15.00	14.00	20.00	5.00	25.00	79.00	79.25	3
Evaulator B	20.00	20.00	20.00	10.00	25.00	95.00		
Evaulator C	15.00	17.00	16.00	5.00	25.00	78.00		
Evaulator D	13.00	10.00	17.00	0.00	25.00	65.00		
<i>Average Score</i>	15.75	15.25	18.25	5.00	25.00			
Vendor: Direct Access Consultancy LLC Original Bid Amount \$95,135.00								
Evaulator A	21.00	18.00	15.00	9.00	24.82	87.82	87.82	1
Evaulator B	22.00	20.00	18.00	10.00	24.82	94.82		
Evaulator C	20.00	18.00	17.00	7.00	24.82	86.82		
Evaulator D	21.00	17.00	10.00	9.00	24.82	81.82		
<i>Average Score</i>	21.00	18.25	15.00	8.75	24.82			
Vendor: Bureau Veritas Technical Assessments LLC (Clampett Industries) Original Bid Amount \$168,739.77								
Evaulator A	18.00	15.00	12.00	8.00	18.77	71.77	82.02	2
Evaulator B	18.00	20.00	20.00	10.00	18.77	86.77		
Evaulator C	25.00	20.00	19.00	10.00	18.77	92.77		
Evaulator D	16.00	17.00	16.00	9.00	18.77	76.77		
<i>Average Score</i>	19.25	18.00	16.75	9.25	18.77			

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: January 24, 2023

AGENDA CAPTION: Accept resignation of Tommy Baril and declare a vacancy in Place No. 6 on the Allen Community Development Corporation Board.

STAFF RESOURCE: Shelley B. George, City Secretary

STRATEGIC PLANNING GOAL: Engaged and Connected Allen Community.

BACKGROUND

On January 18, Tommy Baril submitted his resignation as a member of the Community Development Corporation Board. Tommy was originally appointed in 2012 and has served 10 years on the Board.

MOTION

I make a motion to accept the resignation of Tommy Baril and declare a vacancy in Place No. 6 on the Allen Community Development Corporation.

ATTACHMENT(S)

[Resignation Letter](#)

RECEIVED
CITY OF ALLEN

JAN 17 2023

OFFICE OF
CITY SECRETARY

January 17, 2023

Allen City Council
City of Allen
305 Century Pkwy
Allen, TX 75013-8042

Dear Honorable Ken Fulk and Distinguished City Council Members:

It is with mixed emotions that I am resigning from the Allen Community Development Corporation (ACDC) Board of Directors to become a candidate for Allen City Council (Place 2).

As you know, the Board plays a critical role in helping you and city staff in achieving all five goals identified in our city's Strategic Plan. I am extremely proud of the accomplishments made by the Board during my tenure—to include development of strategic planning documents, improved transparency and clarity of ACDC-funded projects, fiscal discipline, investments in projects associated with Allen heritage and its future, investments in projects recommended by citizens, and investments in projects that have increased the number of jobs and sales tax collections from visitors to the city.

It has been a great honor to serve alongside a talented and mission-focused group of Board members and amazing staff – all of whom are truly committed to making Allen a great place to live, work, shop, and visit.

I sincerely appreciate the trust and confidence you have had in me over the years. Thank you for providing me the opportunity to serve our friends, neighbors, and businesses as a member of the Allen Community Development Corporation Board.

Yours in service to Allen,



Tommy Baril

cc: Allen Community Development Corporation Board of Directors
Tim Dentler, Assistant City Manager
Shelley George, City Secretary

CITY COUNCIL REGULAR MEETING AGENDA COMMUNICATION

AGENDA DATE: January 24, 2023

AGENDA CAPTION: Accept resignation of Todd Price and declare a vacancy in Place No. 4 on the Planning and Zoning Commission.

STAFF RESOURCE: Shelley B. George, City Secretary

STRATEGIC PLANNING GOAL: Engaged and Connected Allen Community.

BACKGROUND

On January 18, Todd Price submitted his resignation as a member of the Planning and Zoning Commission. Todd was appointed in September 2022.

MOTION

I make a motion to accept the resignation of Todd Price as a member of the Planning and Zoning Commission.

ATTACHMENT(S)

[Resignation Letter](#)

Rocio Gonzalez

Subject: FW: [External] New Travel Levels At Work

From: Todd Price [REDACTED]

Sent: Wednesday, January 18, 2023 6:22 AM

To: Marc Kurbansade <mkurbansade@cityofallen.org>; Dan Metevier [REDACTED]

Cc: Hayley Angel <hangel@cityofallen.org>; Shelley George <sgeorge@cityofallen.org>; Liz Lynch <llynch@cityofallen.org>

Subject: [External] New Travel Levels At Work

Mark and Dan,

Hello. I started a new role at work in October and my travel levels are increasing. Looking at the first half of the year, I already see at least 4 conflicts between planned travel and P&Z Meetings.

I think it is best to step down from the Commission and allow you to find a replacement that can be present on a steadier basis, which I originally intended do. I'm sorry this conflict has developed.

Please accept my notice of resignation and gratitude for being able to serve the City of Allen with the group. It's been a great experience.

Best regards, Todd

Todd Price
[REDACTED]

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