



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, JANUARY 3, 2023, 7:00 P.M.
REGULAR CITY COUNCIL MEETING**

Notice is hereby given that the City Council of the City of Glenn Heights, Texas will hold a Regular Called City Council Meeting on Tuesday, January 3, 2023, beginning at 7:00 P.M., in the City Hall, City Council Chambers, located at 1938-C South Hampton Road, Glenn Heights, Texas, 75154, as prescribed by Vernon's Texas Civil Statutes, Government Code Section §551.041, to consider and possibly take action on the following agenda items. Items do not have to be taken in the same order as shown in this meeting Notice and Agenda.

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at <https://www.glennheightstx.gov/129/Agendas-Minutes>.

This City Council Meeting will be live streamed at <https://www.glennheightstx.gov/229/City-Council-Meeting-Videos>.

CALL TO ORDER

CERTIFICATE OF ELECTION PRESENTATION

- Sherron Mosley, Council Member-Elect, Place 1

SWEARING-IN CEREMONY

- Sherron Mosley, Council Member-Elect, Place 1

RECESS FOR RECEPTION

INVOCATION

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

PROCLAMATION

- Martin Luther King Jr. Day, January 16, 2023

CONSENT AGENDA

1. Discuss and take action to approve Ordinance O-20-22, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code Of Ordinances by adding a new Division 4 "Use of City Facilities" to Article 1.18 "Parks and Recreation" of Chapter 1 "General Provisions"; and by amending Section 8.01.003 "Unlawful to Consume Alcoholic Beverage in a Public Place"

of Article 8.01 “General Provisions” of Chapter 8 “Offenses And Nuisances”; providing for a savings clause; providing a severability clause; and providing an effective date. (Second Reading) (Clifford Blackwell, Deputy City Manager)

AGENDA

1. Discuss and take action electing a Mayor Pro Tem. (Brandi Brown, City Secretary)
2. Discuss and take action on Resolution R-01-23, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing a Roadway Reconstruction Services Agreement with Level One Paving, Inc., a Texas for-profit corporation, for reconstruction of portions of North Hampton Road within the City in an amount not to exceed \$295,000.00; authorizing the City Manager’s execution of said agreement and any and all necessary documents; providing a repealing clause; providing a savings clause; and providing an effective date. (David Hall, City Manager)
3. Discuss and take action on Resolution R-02-23, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing a Roadway Reconstruction Services Agreement with Level One Paving, Inc., a Texas for-profit corporation, for reconstruction of portions of North Uhl Road within the City in an amount not to exceed \$297,000.00; authorizing the City Manager’s execution of said agreement and any and all necessary documents; providing a repealing clause; providing a savings clause; and providing an effective date. (David Hall, City Manager)
4. Discuss and take action on Resolution R-03-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving an Agreement for Professional Engineering Services on a Task Order basis for general engineering services in an amount not to exceed \$500,000.00; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date. (David Hall, City Manager)

ADJOURNMENT

In accordance with the Americans with Disabilities Act, if you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodations, please contact the City Secretary at least 48 hours in advance of the event at 972-223-1690 ext. 125 or email brandi.brown@glennheightstx.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

In accordance with the Americans with Disabilities Act, if you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodations, please contact the City Secretary at least 48 hours in advance of the event at 972-223-1690 ext. 125 or email brandi.brown@glennheightstx.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda was posted in a place convenient to the Public at Glenn Heights City Hall, 1938-C South Hampton Road, Glenn Heights, Texas by 5:00 P.M. on Friday, December 30, 2022.

Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in closed session with its attorney at any time during the course of this meeting and to receive legal advice regarding any item listed on this agenda.

Brandi Brown, City Secretary

PROCLAMATION



Office of the Mayor • City of Glenn Heights

Martin Luther King Jr. Day January 16, 2023

WHEREAS, each year America sets aside a day to remember a giant in our Nation's history and a pioneer of the Civil Rights Movement. During his lifelong struggle for justice and equality, the Reverend Dr. Martin Luther King, Jr., gave mighty voice to the quiet hopes of millions, offered a redemptive path for oppressed and oppressors alike, and led a Nation to the mountaintop; and

WHEREAS, Dr. King lifted the quiet hopes of our Nation with the powers of his voice and pen. Whether behind his pulpit in Montgomery, in a jail cell in Birmingham, or at a podium on the National Mall, he beckoned us toward justice through non-violent resistance. His rhetoric impelled others to take up his cause, and with struggle and discipline, persistence and faith, those who joined him on his journey began to march. Because they kept moving forward with unwavering resistance, they changed not only laws but also hearts and minds; and

WHEREAS, although there have been many advancements, we are reminded on a daily basis that our journey is not complete. It is our task to build on the gains of past generations. And those who dismiss the magnitude of the progress that has been made or are not putting forth effort to continue to make a difference, dishonor the courage of all who struggled to bring about change. Dr. King taught us that "The ultimate measure of a man is not where he stands in moments of convenience and comfort, but where he stands at times of challenge and controversy." Although we do not face the same challenges that spurred the Civil Rights Movement, there is a continued need for persistence, determination, and constant vigilance, for us to meet the complex demands and defeat the injustices of our time; and

WHEREAS, as we reflect on Dr. King's legacy, we celebrate a man and a movement that transformed our country. Now more than ever, we must heed his teachings by embracing our convictions. We must live our values, strive for righteousness, and bring goodness to others – being mindful that only love can drive out hate.

NOW, THEREFORE, I, Sonja A. Brown, Mayor of the City of Glenn Heights, Texas, do hereby proclaim January 16, 2023, as **Martin Luther King Jr. Day**. I encourage all residents to observe this day with appropriate civic, community, and service projects in honor of Dr. King and to visit www.MLKDay.gov to find Martin Luther King, Jr. Day of Service projects.

IN WITNESS WHEREOF, I have hereunto set my hand this third day of January in the year of our Lord two thousand twenty-three.

Sonja A. Brown, Mayor
Glenn Heights, Dallas County, Texas



AGENDA SUMMARY SHEET

January 3, 2023

CONSENT AGENDA, ITEM 1

Discuss and take action to approve Ordinance O-20-22, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code Of Ordinances by adding a new Division 4 "Use of City Facilities" to Article 1.18 "Parks and Recreation" of Chapter 1 "General Provisions"; and by amending Section 8.01.003 "Unlawful to Consume Alcoholic Beverage in a Public Place" of Article 8.01 "General Provisions" of Chapter 8 "Offenses And Nuisances"; providing for a savings clause; providing a severability clause; and providing an effective date. (Second Reading) (Clifford Blackwell, Deputy City Manager)

Motion	
Second	
For	Brown, Mosley, Garrett, Bruton, Hale, Lightfoot, Benford
Against	Brown, Mosley, Garrett, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	

**CITY OF GLENN HEIGHTS, TEXAS
ORDINANCE NO. O-20-22**

**AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS,
AMENDING THE CODE OF ORDINANCES BY ADDING A NEW
DIVISION 4 “USE OF CITY FACILITIES” TO ARTICLE 1.18 “PARKS
AND RECREATION” OF CHAPTER 1 “GENERAL PROVISIONS”;
AND BY AMENDING SECTION 8.01.003 “UNLAWFUL TO CONSUME
ALCOHOLIC BEVERAGES IN A PUBLIC PLACE” OF ARTICLE 8.01
“GENERAL PROVISIONS” OF CHAPTER 8 “OFFENSES AND
NUISANCES”; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING
A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE
DATE.**

WHEREAS, in the interest of the public health, safety and welfare, the City of Glenn Heights desires to provide for the establishment of policies and procedures for use of certain City Facilities, including but not limited to the regulation of selling, storing, possession, or consumption of alcoholic beverages in facilities owned and controlled by City; and

WHEREAS, the City further desires to provide permit requirements related thereto; and

WHEREAS, after discussion and consideration, the City Council finds it to be in the best interest of the City to amend the Code of Ordinances of the City of Glenn Heights, Texas as provided herein to provide for such regulations and permitting requirements.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, THAT:

SECTION 1. The Code of Ordinances of the City of Glenn Heights, Texas is hereby amended to add a new Division 4 “Use of City Facilities” to read in its entirety as follows:

“Chapter 1. General Provisions

...

Article 1.18 Parks and Recreation

...

Division 4 Use of City Facilities

Section 1.18.088 Designation of City Facilities

The City Manager shall from time to time designate the City recreational facilities and other City facilities that are available for use by the public for public and/or private events and meetings. The term “use” as used in this Division, includes but is not limited to use pursuant to rental or use agreement, license, or permit, and use

with or without charge.

Section 1.18.089 Policy Regarding Use of City Facilities

The City Manager is authorized to establish a policy for the use of City facilities as provided in this Division 4 and the use of City facilities as provided in this Division shall be subject to the Policy for Use of City Facilities established by the City Manager from time to time.

Section 1.18.090 Issuance of Permit

The City Manager, or his/her designee, is authorized to issue permits, licenses, rental or use agreements, or other agreements with respect to the reservation, rental, and/or use of City recreational facilities, meeting rooms in City buildings, and other City facilities for events and meetings, including permits, licenses and/or other agreements for the service of alcoholic beverages in such facilities.

Section 1.18.091 Fees

The City Manager is authorized to establish fees and deposits for the use of City facilities, including special event alcoholic beverage permits, as provided in this Division 4, unless such fee or deposit has been established by City ordinance or by resolution of the City Council.

Sections 1.18.092 Alcoholic Beverages in City Facilities

- (a) No person shall sell, store, possess, or consume an alcoholic beverage in any City facility except as authorized by subsection (b) of this section. The term “alcoholic beverage” as used in this section shall be defined as used in the Texas Alcoholic Beverage Code.
- (b) Pursuant to the authority granted in this section, the City Manager, or his/her designee, may grant a special event alcoholic beverage permit to allow for the consumption, possession, and/or sale of beer and wine in a City recreational facility, meeting room in a City building, or other City facility. In issuing such permit, the City manager shall designate a specific area within the City facility for the serving and consumption of alcoholic beverages under such permit, and shall establish such hours that the alcoholic beverages may be dispensed and consumed under the permit. The City Manager is further authorized to implement such other appropriate safety and control regulations as s/he deems necessary for the public safety and general welfare.

Sections 1.18.093 through 1.18.110 Reserved”

SECTION 2. The Code of Ordinances of the City of Glenn Heights, Texas is hereby amended by amending section 8.01.003 “Unlawful to consume alcoholic beverages in a public place” to read in

Page 2 of 4

its entirety as follows:

“Chapter 8. Offenses and Nuisances

...

Article 8.01 General Provisions

...

Section 8.01.003 Unlawful to consume alcoholic beverages in a public place.

It shall be unlawful for any person to consume, drink, or possess an open container of an alcoholic beverage in any public place in the city, other than the following:

- (1) a premises operated by a person possessing a private club registration permit from the state alcoholic beverage commission, issued for such premises; or
- (2) a special event being held in city recreational facility, meeting room in a city building, or other city facility pursuant to a special event alcoholic beverage permit approved by the City Manager or his/her designee.”

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase or section of this Ordinance be adjudged or held to be unconstitutional, and shall not affect the validity of the ordinance as a whole.

SECTION 4. All provisions of the ordinances of the City of Glenn Heights in conflict with the provisions of this Ordinance be and the same are hereby repealed and all other provisions of the ordinances of the City of Glenn Heights not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. This ordinance shall be in full force and effect immediately upon its passage and approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ON THE 3RD DAY OF JANUARY, 2023.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(120822VWTtm132694)



AGENDA SUMMARY SHEET

January 3, 2023

AGENDA, ITEM 1

Discuss and take action electing a Mayor Pro Tem. (Brandi Brown, City Secretary)

Motion	
Second	
For	Brown, Mosley, Garrett, Bruton, Hale, Lightfoot, Benford
Against	Brown, Mosley, Garrett, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: January 3, 2023

SUBJECT

This agenda item will allow City Council to elect a Mayor Pro Tem.

DISCUSSION / BACKGROUND

Per the City of Glenn Heights Code of Ordinances, Article 1.02, Section 1.02.042, Duties and election of Mayor Pro Tem:

At the first meeting after city council general elections is final and all members are sworn in, or at the first meeting in November in a year in which there is no election, the city council shall annually elect a Mayor Pro Tem from among its members. The Mayor Pro Tem shall act in the absence or illness of the Mayor or failure or refusal of the Mayor to act.

A Joint, General, and Special Election was held for Mayor and Council Member Places 2, 4, 5, and 6 on November 8, 2022. The Mayor and Council Members were sworn-in on November 22, 2022. A Special Election for Council Member Place 1 was held on December 13, 2022. The Council Member-Elect will be sworn-in on January 3, 2023, prior to this Agenda item.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

Not applicable.

RECOMMENDATION / ALTERNATIVES

Staff recommends City Council elect a Mayor Pro Tem in conformance with the City of Glenn Heights Code of Ordinances.

PREPARED BY

Brandi Brown, City Secretary

REVIEWED BY

Karen McGee, Municipal Court Administrator



AGENDA SUMMARY SHEET

January 3, 2023

AGENDA, ITEM 2

Discuss and take action on Resolution R-01-23, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing a Roadway Reconstruction Services Agreement with Level One Paving, Inc., a Texas for-profit corporation, for reconstruction of portions of North Hampton Road within the City in an amount not to exceed \$295,000.00; authorizing the City Manager's execution of said agreement and any and all necessary documents; providing a repealing clause; providing a savings clause; and providing an effective date. (David Hall, City Manager)

Motion	
Second	
For	Brown, Mosley, Garrett, Bruton, Hale, Lightfoot, Benford
Against	Brown, Mosley, Garrett, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	

THE CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-01-23

A RESOLUTION OF THE CITY OF GLENN HEIGHTS AUTHORIZING A ROADWAY RECONSTRUCTION SERVICES AGREEMENT WITH LEVEL ONE PAVING, INC., A TEXAS FOR-PROFIT CORPORATION, FOR RECONSTRUCTION OF PORTIONS OF NORTH HAMPTON ROAD WITHIN THE CITY IN AN AMOUNT NOT TO EXCEED \$295,000.00; AUTHORIZING THE CITY MANAGER'S EXECUTION OF SAID AGREEMENT AND ANY AND ALL NECESSARY DOCUMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City desires to enter into an agreement for street reconstruction for portions of North Hampton Road within the City with Level One Paving, Inc. in accordance with the terms and conditions set forth in the Street Reconstruction Services Agreement attached hereto as Exhibit "A"; and

WHEREAS, through the Interlocal Cooperation Contract Between City of Sanger and City of Glenn Heights (the "Cooperative Purchasing Agreement"), this item has been bid in accordance with all applicable bidding statutes and policies;

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

Section 1. The recitals set forth above and adopted as true and correct.

Section 2. The City Council hereby approves and authorizes the Street Reconstruction Agreement, in substantially the form of that attached hereto and incorporated herein as Exhibit "A", for the reconstruction of portions of North Hampton Road within the City, with Level One Paving, Inc., a Texas for-profit corporation, in an amount not to exceed two hundred, ninety-five thousand (\$295,000.00) dollars.

Section 3. The City Manager is hereby authorized to execute an agreement with Level One Paving, Inc. in substantially the form of that attached hereto as Exhibit "A", as well as any and all related documents necessary to complete the North Hampton Road Reconstruction Project.

Section 4. All resolutions of the City of Glenn Heights heretofore adopted which are in conflict with the provisions of the resolution be, and the same are hereby repealed, and all resolutions of the City of Glenn Heights not in conflict with the provisions hereof shall remain in full force and effect.

Section 5. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or

holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

Section 6. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Glenn Heights, Texas this 3rd day of January 2023.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(111122vwtTM132352)

EXHIBIT A

[Agreement with Level One Paving, Inc. for North Hampton Road Reconstruction Project]

STATE OF TEXAS §
 §
COUNTY OF DALLAS §
STREET RECONSTRUCTION
SERVICES AGREEMENT

This Street Reconstruction Agreement (“Agreement”) is made by and between the City of Glenn Heights, Texas (“City”) and Level One Paving, Inc., a Texas for-profit corporation (“Contractor” or “Company”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to enter into an agreement with Level One Paving, Inc. for street reconstruction for a portion of North Hampton Road within the City; and

WHEREAS, through an Interlocal Cooperation Contract between the City of Sanger and the City of Glenn Heights (the “Cooperative Purchase Agreement”), this item has been bid in accordance with all applicable bidding statutes and policies; and

WHEREAS, Contractor desires to render services for the North Hampton Road street reconstruction work;

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

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Contractor completes the services required herein to the satisfaction of City, unless sooner terminated as provided herein.

Article II
Scope of Services

2.1 The Street. Contractor shall provide all labor, services, materials, and equipment required for reconstruction of a portion of North Hampton Road, beginning approximately at, north of the intersection of North Hampton Road and Bear Creek Road, from the edge of the concrete road paving on North Hampton Road, and continuing north until approximately the city limits (the “Street”).

2.2 The Reconstruction Work. For the Street, Contractor shall provide all labor, services, materials and equipment required for reconstruction and specifically shall perform the following (the “Work”):

- A. On the Southbound Lane along the shoulder, approximately 8 to 10 feet wide, and on the Northbound Lane shoulder, mill down an estimated 5 inches deep of existing asphalt and base material with an estimated 750 tons of removal and reinstall with hot asphalt, Type B, to a depth of 5 inches;
- B. After edge of shoulder work is complete, overlay an estimated 40,000 ft² of the Street with 2 inches of approximately 500 tons of Type D hot asphalt;
- C. Restripe center lane and edges of the Street after reconstruction;
- D. Construct in accordance with engineered design (Exhibit "A")
- E. Provide all necessary barricades and traffic control during the Work until Street is ready for vehicular traffic; and
- F. Provide a maintenance and performance bond.

2.3 General. Contractor shall furnish all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in this Agreement in accordance with the terms, conditions and provisions of the proposal attached hereto as Exhibit "B". The City may, at any time, stop any services by the Contractor upon giving Contractor written notice. Contractor shall be bound to the City for Contractor's services by the terms, conditions and responsibilities set forth in this Agreement.

2.4 No Waiver of Rights. Neither the City's review, approval or acceptance of any of the Work required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by Contractor's negligent performance of any of the services furnished pursuant to this Agreement.

2.5 Permits and Notices. Contractor will comply with all laws and regulations of any public authority having jurisdiction over the Work. The Contractor will also obtain all permits, certificates, and licenses required by the City.

2.6 Removal of Material and Site Cleaning. Contractor shall entirely remove all discarded material, rubbish and waste resulting from the Work and services performed under this Agreement. The Contractor is solely responsible for the proper removal and disposal of all hazardous materials, including but not limited to lead-based materials and asbestos. All debris, material, rubbish and waste created or caused by the Work shall become the property and responsibility of the Contractor. Contractor is further responsible for cleaning the location of the Work upon completion and shall leave the work site each working day in a clean, orderly and safe condition. During the off days, Contractor shall leave the work site clear of all equipment, material, and rubbish and/or waste, unless otherwise agreed to by the Parties.

Article III Schedule of Work

3.1 Work Schedule Established. Contractor agrees to commence the Work upon written direction from City and to complete the same in accordance with the schedule mutually agreed upon by the City and Contractor (the "Work Schedule").

3.2 Time is of the Essence. Contractor acknowledges that the Work is needed and agrees to commence services upon Notice to Proceed and to complete Work as expeditiously as possible and in no event later than _____ days from the date of commencement of the Work, subject to the events of Force Majeure. Both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the services through completion of the Work.

3.3 Liquidated Damages. Failure of the Contractor to complete the Work as set forth in paragraph 3.2 hereof shall result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Subject to the provisions set forth in Exhibit "A" hereto, the Contractor will pay the City Two Hundred Dollars (\$200.00) for each day of delay in finishing the Work in excess of time specified for completion, plus any authorized time extensions. Execution of the Agreement under these terms shall constitute agreement by the Contractor and the City that Two Hundred Dollars (\$200.00) for each day of unexcused delay, deducted from the Contractor's compensation as stated in Article IV, is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, since it would be impractical and extremely difficult to fix the actual damages resulting from additional bidding, engineering, inspection and/or other additional work caused by such delay.

Article IV Compensation

4.1 Payment Terms. City shall compensate Contractor for Work satisfactorily performed under this Agreement in a total amount not to exceed Two Hundred, Ninety-Five Thousand Dollars (\$295,000.00). At the satisfactory conclusion of the Work, City shall pay Contractor within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

4.2 Additional Expenses Included. Contractor shall be responsible for all expenses related to the Work provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

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 City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement.

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

Article VI Suspension of Work

The City shall have the right to immediately suspend work by Contractor if the 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.

Article VII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of Work delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article VIII Insurance

8.1 Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive commercial 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 the Work 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; (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 \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of Work under this Agreement with policy limit of not less than \$500,000.00.

8.2 All policies of insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for written notice to the City for cancellation or non-renewal of the insurance in accordance with the policies; and (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. Contractor shall provide thirty (30) days written notice to the City of any material change of or to the insurance required herein.

8.3 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.

8.4 A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of the Work.

Article IX Termination

The City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article X 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 THE CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS 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 TO THE EXTENT 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 INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE 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 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 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.

Article XI Miscellaneous

11.1 Entire Agreement. This Agreement, including the attached Exhibit "A", 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.

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

11.3 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.

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

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

11.6 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.

11.7 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 services 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 services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier 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:

City Manager
City of Glenn Heights, Texas
1938 S. Hampton Rd.
Glenn Heights, Texas 75154

With Copy to:

Victoria W. Thomas, City Attorney
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard St., Suite 1800
Dallas, Texas 75201

If intended for Contractor:

Level One Paving, Inc.
Attn: Alvin Crosson or James Sturm
P. O. Box 843
Sanger, Texas 76266

11.9 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.

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

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

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Exculpatory. Contractor shall make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, and that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

11.14 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.15 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

(Signature page to follow)

EXECUTED this _____ day of _____, 2023.

City of Glenn Heights, Texas

By: _____
David A. Hall, City Manager

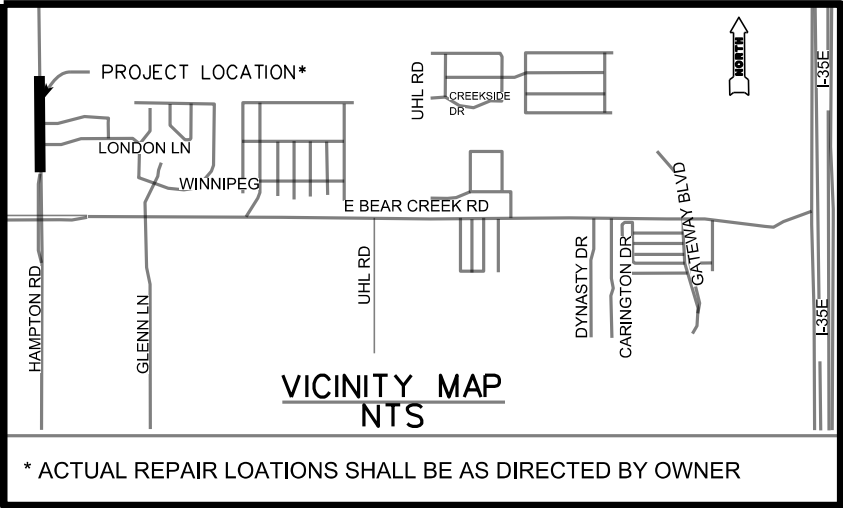
Approved as to form:

By: _____
Victoria W. Thomas, City Attorney
(111622vwtTM132397)

EXECUTED this _____ day of _____, 2023.

Level One Paving, Inc.

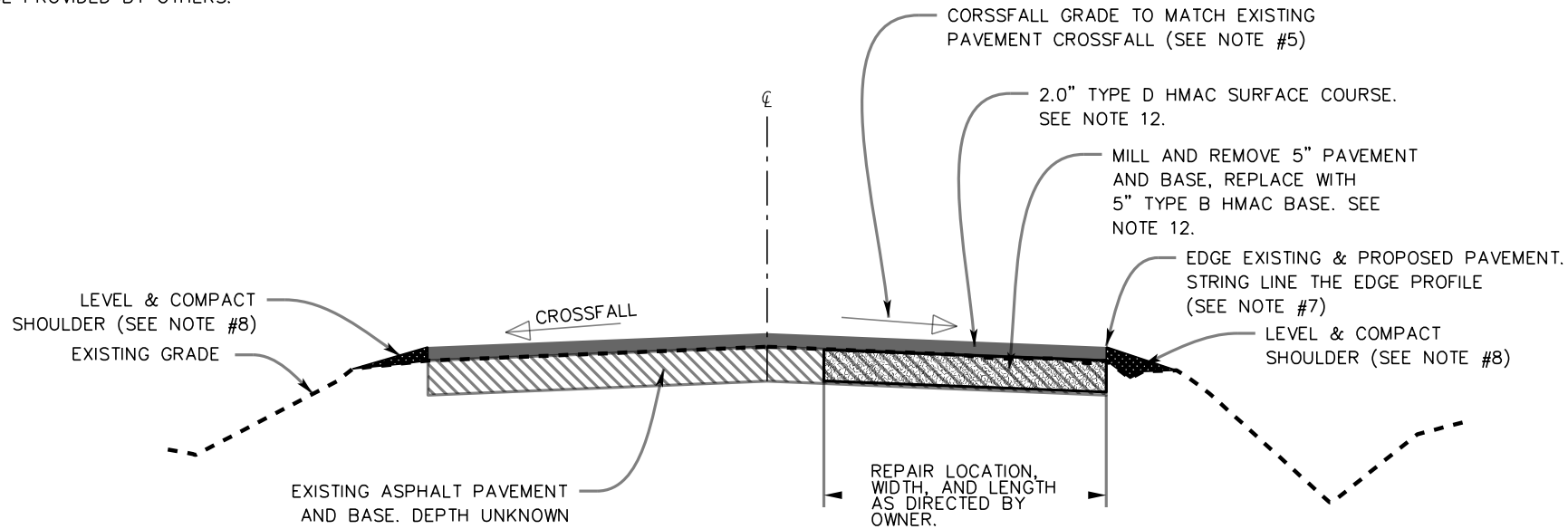
By: _____
Alvin Crosson, President and Vice-President



- NOTES:
- 1 - ALL REFERENCES TO "CITY" AND "OWNER" SHALL MEAN "CITY OF GLENN HEIGHTS".
 - 2 - FOR RELATED GEOTECHNICAL RECOMMENDATIONS, REFER TO THE ATTACHED "GEOTECHNICAL INVESTIGATION FOR PAVEMENT REHABILITATION FOR UHL RD BETWEEN E BEAR CREEK RD AND CREEKSIDE DR", BY MAS-TEK ENGINEERING, DATED DECEMBER 15, 2022.
 - 3 - ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) PUBLIC WORKS CONSTRUCTION STANDARDS, (FIFTH EDITION, NOVEMBER 2017), HEREIN REFERRED TO AS "THE STANDARD SPECIFICATIONS".

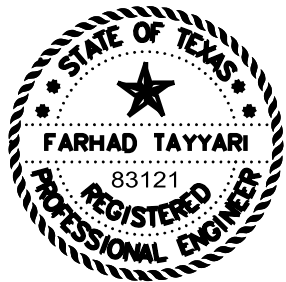
CONTRACTOR SHALL REFER TO NCTCOG CONSTRUCTION STANDARD SPECIFICATIONS LATEST EDITION IN CONJUNCTION WITH THIS DRAWING FOR CONSTRUCTION.
 - 4 - CONTRACTOR SHALL PREPARE AND PROVIDE A TRAFFIC CONTROL PLAN TO OWNER FOR APPROVAL PRIOR TO ANY CONSTRUCTION WORK.
 - 5 - CONTRACTOR SHALL ENSURE THE FINAL PAVEMENT REPAIR GRADES MATCH ADJACENT EXISTING GRADES TO PREVENT ABRUPT GRADE CHANGES.
 - 6 - NEW PAVEMENT SURFACE CROSSFALL GRADES SHALL MATCH THE EXISTING PAVEMENT GENERAL CROSSFALL GRADES.
 - 7 - WHERE APPLICABLE, CONTRACTOR SHALL STRING LINE THE EDGE OF THE PROPOSED PAVEMENT BETWEEN THE EDGE ELEVATIONS OF THE EXISTING PAVEMENT ADJACENT TO THE BEGINNING AND THE END OF THE REPAIR PATCH.
 - 8 - UNPAVED SHOULDER SHALL BE LEVELED AND COMPACTED TO PROVIDE AN EVEN GRADE PREVENTING EXCESSIVE SHOULDER DROP OFF.
 - 9 - PRIME COAT EMULSION OR EMULSIFIED ASPHALT SHALL BE APPLIED TO THE COMPACTED SUB-BASE PRIOR TO PLACEMENT OF ASPHALT BASE COURSE PER THE STANDARD SPECIFICATIONS. PRIME COAT IS CONSIDERED SUBSIDIARY TO ASPHALT PAVING (NOT A SEPARATE PAY ITEM).
 - 10 - TACK COAT SHALL BE APPLIED BETWEEN ASPHALT LIFTS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. TACK COAT IS CONSIDERED SUBSIDIARY TO ASPHALT PAVING (NOT A SEPARATE PAY ITEM).
 - 11 - CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL ENVIRONMENTAL AND SAFETY REQUIREMENTS.
 - 12 - IT SHOULD BE NOTED THAT THE SPECIFIED PAVEMENT SECTION IS BASED ON ONLY ONE TEST LOCATION. THE CONTRACTOR SHALL NOTIFY THE OWNER UPON ENCOUNTERING SOIL CONDITION INFERIOR TO THE SAMPLE DESCRIBED IN THE GEOTECHNICAL REPORT.

PAVEMENT MARKING IS NOT A PART OF THIS CONTRACT.
TO BE PROVIDED BY OTHERS.



PAVEMENT REPAIR TYPICAL SECTION
HAMPTON ROAD
(FROM E BEAR CREEK RD END OF CONCRETEPAVEMENT
TO HAMPTON BEVERAGE STORE DRWY)

NOT TO SCALE



Farhad Tayyari
12/16/2022

		DIKITA 1420 W Mockingbird Lane Suite 600, Dallas TX 75247 Tel # 214.634.8844				
HAMPTON ROAD (FROM E BEAR CREEK RD END OF CONCRETE PAVEMENT TO HAMPTON BEVERAGE STORE DRWY)						
TEMPORARY PAVEMENT REPAIRS						
DEPARTMENT OF PUBLIC WORKS						
CITY OF GLENN HEIGHTS, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	SHEET
DFT	DFT	DEC 16 2022	NTS			1 OF 1



8002 Rector Road, Sanger, TX 76266
Off: 940-302-0133

1 of 2

City of Glenn Heights
1128 South Uhl Road
Glenn Heights, TX 75154

Date: August 25, 2022
Proposal: 22-28R
Phone: 972-223-1690

Attn: Chris Patterson

Cell: 469-793-7539
E-mail:
chris.patterson@glennheightstx.
gov

Level 1 Paving, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at: **N. Hampton Road Reconstruction, Glenn Heights, TX 75154**

Construction starting at the concrete split roads heading north towards the liquor store.

- **On the Southbound Lane along the shoulder, approximately 8 to 10 feet wide, and on the Northbound Lane shoulder, we propose to mill down an estimated 5 inches deep of existing asphalt and base material.**
- **This is an estimated 750 tons of removal and reinstall with hot asphalt, Type B, to a depth of 5 inches.**
- **After edge of shoulder work is complete, we will overlay an estimated 40,000 ft.² of Hampton Road with 2 inches of hot asphalt, Type D. This is an estimated 500 tons.**
- **We will include a barricade plan and restriping of center lane and edges along with maintenance and performance bond.**
- **Total estimated tonnage 1,250.**

Per our interlocal agreement:

1250 tons x \$300 \$375,000

Contractor discount adjustment for large quantity \$64 per ton

Deduct -\$80,000

Price: \$295,000.00

Exclusions (if applicable):

PERMITS, LABS OR TESTING. Concrete stamping or pavers. Silt fencing or construction entrance. Demolition, excavation or related dirt work, grades must be +/- 0.10' foot and blue topped by others. Underground utilities to be back filled and compacted by others, with engineers' approval. Surveying, paving corners, lines, grades, building corners, and pier locations to be established by others. Base plates, anchor bolts or concrete embeds. Backfilling of curbs. Concrete joint sealing. Pipe bollard steel. Spoils haul off – if applicable.

TERMS AND CONDITIONS

1. Level 1 Paving, Inc. shall not be responsible for, and shall be held harmless from any liability resulting from damages to utilities buried within the prescribed working area of this contract. It will be the responsibility of the owner to locate any underground lines, public or private and determine the depth for such lines. The owner shall be responsible for calling DIG TEST 811 for the location of underground utility lines. It is further understood that we shall not be responsible for any damages to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, but not limited to failure of sub-grade or failure of inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
2. If Company is delayed at any time in the commencement or progress of the work described herein by (1) an act of neglect of the owner, an employee or agent of owner, or a separate contractor; (2) changes ordered in the work; (3) labor disputes, fire, unusual delay in deliveries or supplies, unavoidable casualties, adverse weather conditions, strikes, boycotts, embargo, quarantine, order of government authority, or other causes beyond the Contractor's control, then the contract time shall be extended for an amount of time commensurate with the delay. The contract price shall also be adjusted for any increase in the cost of performance of the work set forth herein, that is caused by suspension, delay or interruption of the work, or due to causes beyond the Contractor's control.
3. Level One Paving, Inc. is not responsible for removal of vehicles from areas of parking lot being repaired. Level One Paving will notify you in advance and you must make arrangements to have vehicles removed at your expense.
4. Any changes to this contract or additional work to be performed shall be agreed to in writing by both parties.
5. Interest of 1 1/2% per month shall be charged on any past due balances from the due date of receipt of payment by the Company. If it becomes necessary to take collection action to obtain payment, all costs of collection, including but not limited to, reasonable attorney's fees shall be paid by you.
6. A facsimile or email of this document shall be deemed as original and shall be legally binding.
7. State, County, or City permits or permitting requirements are **excluded** unless requested by customer for Level 1 Paving, Inc. to acquire them before starting work as stated in this contract. All costs will be an addition to contract price.
8. Unless this is a new parking lot installation or cement stabilization of the entire parking lot, Level 1 Paving, Inc. cannot be responsible for drainage or standing water due to already established and existing grades on the parking lot.
9. Level 1 Paving, Inc. guarantees the above work under normal use for a period of 1 year, excluding unusual abuse or neglect.
10. This contract may be withdrawn by us if not accepted within 30 days.
11. No guarantee on seal coat flaking or peeling due to oil spots.
12. New asphalt is susceptible to power steering marks in the summer months. No guarantee on recurring cracks.

Payment is due as job progresses. All payments must be remitted to P.O. Box 843, Sanger, TX 76266.

Upon acceptance, please sign and return the original proposal, retaining a copy for your records. It is understood that the above, including the attached terms and conditions, will constitute the full and complete contract between us.

ACCEPTED:

Level One Paving, Inc.

By _____

Date _____

By _____
Alvin Crosson, 214-641-6530
Jim Sturm, 972-953-9535



AGENDA SUMMARY SHEET

January 3, 2023

AGENDA, ITEM 3

Discuss and take action on Resolution R-02-23, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing a Roadway Reconstruction Services Agreement with Level One Paving, Inc., a Texas for-profit corporation, for reconstruction of portions of North Uhl Road within the City in an amount not to exceed \$297,000.00; authorizing the City Manager's execution of said agreement and any and all necessary documents; providing a repealing clause; providing a savings clause; and providing an effective date. (David Hall, City Manager)

Motion	
Second	
For	Brown, Mosley, Garrett, Bruton, Hale, Lightfoot, Benford
Against	Brown, Mosley, Garrett, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	

THE CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-02-23

A RESOLUTION OF THE CITY OF GLENN HEIGHTS AUTHORIZING A ROADWAY RECONSTRUCTION SERVICES AGREEMENT WITH LEVEL ONE PAVING, INC., A TEXAS FOR-PROFIT CORPORATION, FOR RECONSTRUCTION OF PORTIONS OF NORTH UHL ROAD WITHIN THE CITY IN AN AMOUNT NOT TO EXCEED \$297,000.00; AUTHORIZING THE CITY MANAGER'S EXECUTION OF SAID AGREEMENT AND ANY AND ALL NECESSARY DOCUMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City desires to enter into an agreement for street reconstruction for portions of North Hampton Road within the City with Level One Paving, Inc. in accordance with the terms and conditions set forth in the Street Reconstruction Services Agreement attached hereto as Exhibit "A"; and

WHEREAS, through the Interlocal Cooperation Contract Between City of Sanger and City of Glenn Heights (the "Cooperative Purchasing Agreement"), this item has been bid in accordance with all applicable bidding statutes and policies;

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

Section 1. The recitals set forth above and adopted as true and correct.

Section 2. The City Council hereby approves and authorizes the Street Reconstruction Agreement, in substantially the form of that attached hereto and incorporated herein as Exhibit "A", for the reconstruction of portions of North Uhl Road within the City, with Level One Paving, Inc., a Texas for-profit corporation, in an amount not to exceed two hundred, ninety-seven thousand (\$297,000.00) dollars.

Section 3. The City Manager is hereby authorized to execute an agreement with Level One Paving, Inc. in substantially the form of that attached hereto as Exhibit "A", as well as any and all related documents necessary to complete the North Uhl Road Reconstruction Project.

Section 4. All resolutions of the City of Glenn Heights heretofore adopted which are in conflict with the provisions of the resolution be, and the same are hereby repealed, and all resolutions of the City of Glenn Heights not in conflict with the provisions hereof shall remain in full force and effect.

Section 5. If any article, paragraph, subdivision, clause or provision of this resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgment or

holding shall not affect the validity of this resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

Section 6. This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

PASSED AND APPROVED by the City Council of the City of Glenn Heights, Texas this 3rd day of January 2023.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(111122vwtTM132352)

EXHIBIT A

[Agreement with Level One Paving, Inc. for North Uhl Road Reconstruction Project]

STATE OF TEXAS §
 §
COUNTY OF DALLAS §
 §

**STREET RECONSTRUCTION
SERVICES AGREEMENT**

This Street Reconstruction Agreement (“Agreement”) is made by and between the City of Glenn Heights, Texas (“City”) and Level One Paving, Inc., a Texas for-profit corporation (“Contractor” or “Company”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to enter into an agreement with Level One Paving, Inc. for street reconstruction for a portion of North Uhl Road within the City; and

WHEREAS, through an Interlocal Cooperation Contract between the City of Sanger and the City of Glenn Heights (the “Cooperative Purchase Agreement”), this item has been bid in accordance with all applicable bidding statutes and policies; and

WHEREAS, Contractor desires to render services for the North Uhl Road street reconstruction work;

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**

The term of this Agreement shall begin on the last date of execution hereof (the “Effective Date”) and shall continue until Contractor completes the services required herein to the satisfaction of City, unless sooner terminated as provided herein.

**Article II
Scope of Services**

2.1 The Street. Contractor shall provide all labor, services, materials, and equipment required for reconstruction of a portion of North Uhl Road, beginning approximately at, the intersection of East Bear Creek Road and North Uhl road, and continuing north on North Uhl Road to the intersection of North Uhl Road and Creekside Drive within the city (the “Street”).

2.2 The Reconstruction Work. For the Street, Contractor shall provide all labor, services, materials and equipment required for reconstruction and specifically shall perform the following (the “Work”):

- A. Mill existing asphalt road and base material approximately 5 inches deep on the North and Southbound Lanes, along the shoulder, approximately 8 feet wide.

This is approximately 20,000 ft.² or the equivalent of 625 tons of existing road and base material. Replace with hot asphalt, Type B, to a depth of 5 inches, in deteriorated areas of the shoulder, as agreed upon by the Parties;

- B. Mill in place existing road and overlay with an estimated 55,000 ft.² of with 2 inches of hot asphalt, Type D;
- C. Restripe center lane and edges of the Street after reconstruction;
- D. Construct in accordance with engineered design (Exhibit “A”)
- E. Provide all necessary barricades and traffic control during the Work until Street is ready for vehicular traffic; and
- F. Provide a maintenance and performance bond.

2.3 General. Contractor shall furnish all labor, tools, materials, equipment, supplies, transportation and management necessary to perform all services set forth in this Agreement in accordance with the terms, conditions and provisions of the proposal attached hereto as Exhibit “B”. The City may, at any time, stop any services by the Contractor upon giving Contractor written notice. Contractor shall be bound to the City for Contractor’s services by the terms, conditions and responsibilities set forth in this Agreement.

2.4 No Waiver of Rights. Neither the City’s review, approval or acceptance of any of the Work required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Contractor shall be and remain liable to the City in accordance with applicable law for all damages to the City caused by Contractor’s negligent performance of any of the services furnished pursuant to this Agreement.

2.5 Permits and Notices. Contractor will comply with all laws and regulations of any public authority having jurisdiction over the Work. The Contractor will also obtain all permits, certificates, and licenses required by the City.

2.6 Removal of Material and Site Cleaning. Contractor shall entirely remove all discarded material, rubbish and waste resulting from the Work and services performed under this Agreement. The Contractor is solely responsible for the proper removal and disposal of all hazardous materials, including but not limited to lead-based materials and asbestos. All debris, material, rubbish and waste created or caused by the Work shall become the property and responsibility of the Contractor. Contractor is further responsible for cleaning the location of the Work upon completion and shall leave the work site each working day in a clean, orderly and safe condition. During the off days, Contractor shall leave the work site clear of all equipment, material, and rubbish and/or waste, unless otherwise agreed to by the Parties.

Article III Schedule of Work

3.1 Work Schedule Established. Contractor agrees to commence the Work upon written direction from City and to complete the same in accordance with the schedule mutually agreed upon by the City and Contractor (the "Work Schedule").

3.2 Time is of the Essence. Contractor acknowledges that the Work is needed and agrees to commence services upon Notice to Proceed and to complete Work as expeditiously as possible and in no event later than _____ days from the date of commencement of the Work, subject to the events of Force Majeure. Both parties have agreed to the provisions of this Agreement in anticipation of the orderly and continuous progress of the services through completion of the Work.

3.3 Liquidated Damages. Failure of the Contractor to complete the Work as set forth in paragraph 3.2 hereof shall result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Subject to the provisions set forth in Exhibit "A" hereto, the Contractor will pay the City Two Hundred Dollars (\$200.00) for each day of delay in finishing the Work in excess of time specified for completion, plus any authorized time extensions. Execution of the Agreement under these terms shall constitute agreement by the Contractor and the City that Two Hundred Dollars (\$200.00) for each day of unexcused delay, deducted from the Contractor's compensation as stated in Article IV, is not to be considered as a penalty, but shall be deemed, taken and treated as reasonable liquidated damages, since it would be impractical and extremely difficult to fix the actual damages resulting from additional bidding, engineering, inspection and/or other additional work caused by such delay.

Article IV Compensation

4.1 Payment Terms. City shall compensate Contractor for Work satisfactorily performed under this Agreement in a total amount not to exceed Two Hundred, Ninety-Seven Thousand Dollars (\$297,000.00). At the satisfactory conclusion of the Work, City shall pay Contractor within thirty (30) days of the receipt of a proper invoice provided there are no errors or discrepancies and that all work noted on the invoice has been completed. Any errors, discrepancies or the invoicing of work not completed may result in a delay in payment.

4.2 Additional Expenses Included. Contractor shall be responsible for all expenses related to the Work provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

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 City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of services required under this Agreement.

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

Article VI Suspension of Work

The City shall have the right to immediately suspend work by Contractor if the 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.

Article VII Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of Work delivered under this Agreement or which are otherwise not recoverable. The cost of cancellation may be paid from any appropriations for such purposes.

Article VIII Insurance

8.1 Contractor shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive commercial 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 the Work 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; (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 \$500,000.00 combined single limit and aggregate for bodily injury and property damage; and (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of Work under this Agreement with policy limit of not less than \$500,000.00.

8.2 All policies of insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for written notice to the City for cancellation or non-renewal of the insurance in accordance with the policies; and (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. Contractor shall provide thirty (30) days written notice to the City of any material change of or to the insurance required herein.

8.3 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.

8.4 A certificate of insurance and copies of the policy endorsements evidencing the required insurance shall be submitted prior to commencement of the Work.

Article IX Termination

The City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. In the event of such termination, Contractor shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

Article X 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 THE CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS 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 TO THE EXTENT 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 INDEMNIFY AND SAVE HARMLESS CITY FROM AND AGAINST LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, REASONABLE 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 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 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.

Article XI Miscellaneous

11.1 Entire Agreement. This Agreement, including the attached Exhibit "A", 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.

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

11.3 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.

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

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

11.6 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.

11.7 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 services 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 services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail or overnight courier 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:

City Manager
City of Glenn Heights, Texas
1938 S. Hampton Rd.
Glenn Heights, Texas 75154

With Copy to:

Victoria W. Thomas, City Attorney
Nichols, Jackson, Dillard, Hager & Smith, LLP
500 N. Akard St., Suite 1800
Dallas, Texas 75201

If intended for Contractor:

Level One Paving, Inc.
Attn: Alvin Crosson or James Sturm
P. O. Box 843
Sanger, Texas 76266

11.9 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.

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

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

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Exculpatory. Contractor shall make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, and that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

11.14 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.15 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly

or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay. The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

(Signature page to follow)

EXECUTED this _____ day of _____, 2023.

City of Glenn Heights, Texas

By: _____
David A. Hall, City Manager

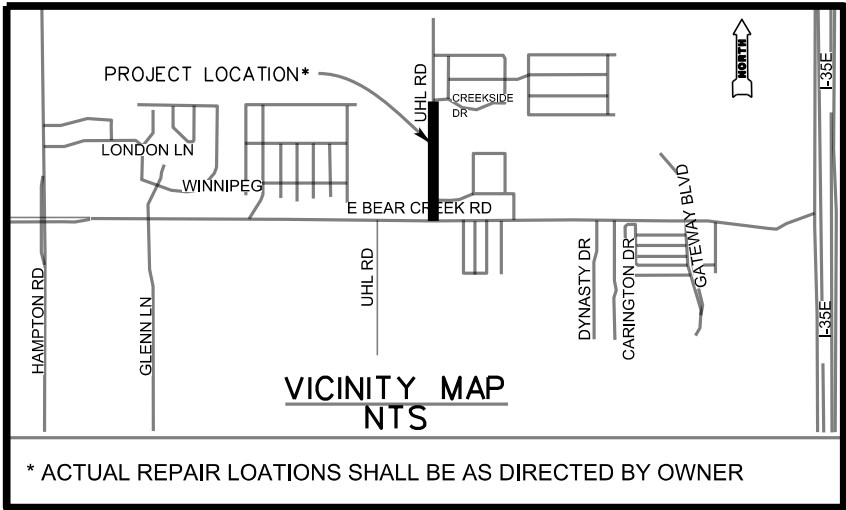
Approved as to form:

By: _____
Victoria W. Thomas, City Attorney
(111622vwtTM132397)

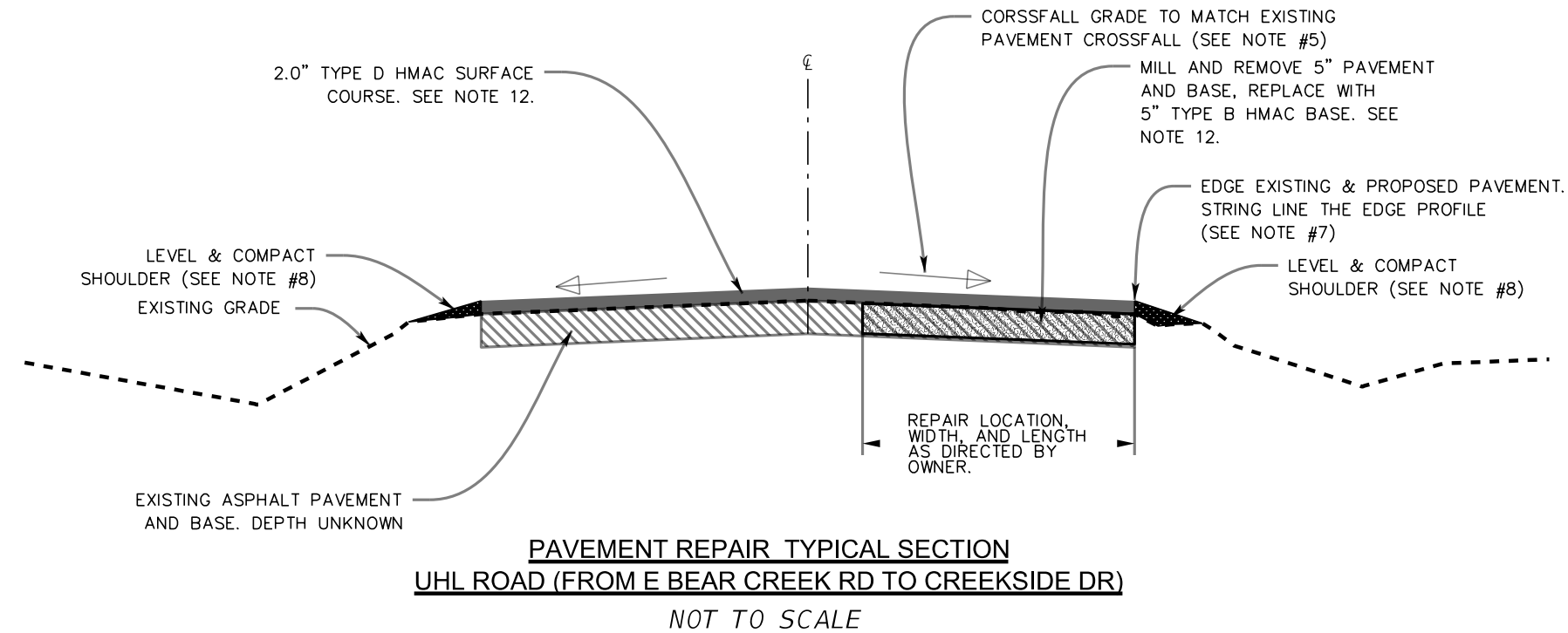
EXECUTED this _____ day of _____, 2023.

Level One Paving, Inc.

By: _____
Alvin Crosson, President and Vice-President



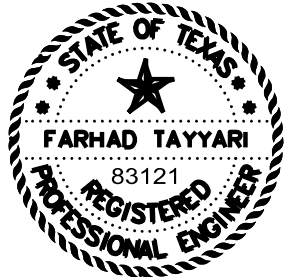
PAVEMENT MARKING IS NOT A PART OF THIS CONTRACT.
TO BE PROVIDED BY OTHERS.



NOTES:

- 1 - ALL REFERENCES TO "CITY" AND "OWNER" SHALL MEAN "CITY OF GLENN HEIGHTS".
- 2 - FOR RELATED GEOTECHNICAL RECOMMENDATIONS, REFER TO THE ATTACHED "GEOTECHNICAL INVESTIGATION FOR PAVEMENT REHABILITATION FOR UHL RD BETWEEN E BEAR CREEK RD AND CREEKSIDE DR", BY MAS-TEK ENGINEERING, DATED DECEMBER 15, 2022.
- 3 - ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) PUBLIC WORKS CONSTRUCTION STANDARDS, (FIFTH EDITION, NOVEMBER 2017), HEREIN REFERRED TO AS "THE STANDARD SPECIFICATIONS".

CONTRACTOR SHALL REFER TO NCTCOG CONSTRUCTION STANDARD SPECIFICATIONS LATEST EDITION IN CONJUNCTION WITH THIS DRAWING FOR CONSTRUCTION.
- 4 - CONTRACTOR SHALL PREPARE AND PROVIDE A TRAFFIC CONTROL PLAN TO OWNER FOR APPROVAL PRIOR TO ANY CONSTRUCTION WORK.
- 5 - CONTRACTOR SHALL ENSURE THE FINAL PAVEMENT REPAIR GRADES MATCH ADJACENT EXISTING GRADES TO PREVENT ABRUPT GRADE CHANGES.
- 6 - NEW PAVEMENT SURFACE CROSSFALL GRADES SHALL MATCH THE EXISTING PAVEMENT GENERAL CROSSFALL GRADES.
- 7 - WHERE APPLICABLE, CONTRACTOR SHALL STRING LINE THE EDGE OF THE PROPOSED PAVEMENT BETWEEN THE EDGE ELEVATIONS OF THE EXISTING PAVEMENT ADJACENT TO THE BEGINNING AND THE END OF THE REPAIR PATCH.
- 8 - UNPAVED SHOULDER SHALL BE LEVELED AND COMPACTED TO PROVIDE AN EVEN GRADE PREVENTING EXCESSIVE SHOULDER DROP OFF.
- 9 - PRIME COAT EMULSION OR EMULSIFIED ASPHALT SHALL BE APPLIED TO THE COMPACTED SUB-BASE PRIOR TO PLACEMENT OF ASPHALT BASE COURSE PER THE STANDARD SPECIFICATIONS. PRIME COAT IS CONSIDERED SUBSIDIARY TO ASPHALT PAVING (NOT A SEPARATE PAY ITEM).
- 10 - TACK COAT SHALL BE APPLIED BETWEEN ASPHALT LIFTS IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. TACK COAT IS CONSIDERED SUBSIDIARY TO ASPHALT PAVING (NOT A SEPARATE PAY ITEM).
- 11 - CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL ENVIRONMENTAL AND SAFETY REQUIREMENTS.
- 12 - IT SHOULD BE NOTED THAT THE SPECIFIED PAVEMENT SECTION IS BASED ON ONLY ONE TEST LOCATION. THE CONTRACTOR SHALL NOTIFY THE OWNER UPON ENCOUNTERING SOIL CONDITION INFERIOR TO THE SAMPLE DESCRIBED IN THE GEOTECHNICAL REPORT.



Farhad Tayyari
12/16/2022

		DIKITA 1420 W Mockingbird Lane Suite 600, Dallas TX 75247 Tel # 214.634.8844				
FIRM REG No: F-3667						
UHL ROAD (FROM E BEAR CREEK RD TO CREEKSIDE DR)						
TEMPORARY PAVEMENT REPAIRS						
DEPARTMENT OF PUBLIC WORKS						
CITY OF GLENN HEIGHTS, TEXAS						
DESIGN	DRAWN	DATE	SCALE	NOTES	FILE	SHEET
DFT	DFT	DEC 16 2022	NTS			1 OF 1



8002 Rector Road, Sanger, TX 76266
Off: 940-302-0133

1 of 3

City of Glenn Heights
1128 South Uhl Road
Glenn Heights, TX 75154

Attn: Chris Patterson

Date: August 25, 2022
Proposal: 22-29R
Phone: 972-223-1690
Cell: 469-793-7539
E-mail:
chris.patterson@glennheightstx.gov

Level 1 Paving, hereinafter called the Company, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at: **N. Uhl Road Reconstruction, Glenn Heights, TX 75154**

Construction starting at E. Bear Creek Rd. and heading north to Creekside Drive Intersection.

- On the Southbound Lane along the shoulder, approximately 7 to 8 feet wide, and on the Northbound Lane shoulder, we propose to mill down an estimated 5 inches deep of existing asphalt and base material.
- Troubled locations are approximately 20,000 ft.² or the equivalent of 625 tons of removal and reinstall with hot asphalt, Type B, to a depth of 5 inches.
- After edge of shoulder work is complete, we will overlay an estimated 55,000 ft.² of N. Uhl Road with 2 inches of hot asphalt, Type D.
- This is an estimated 688 tons.
- We will include barricade plan with maintenance and performance bond.
- Total estimated tonnage 1,350.

Per our interlocal agreement:

1350 tons x \$300 is \$405,000

Contractor discount adjustment for large quantity \$80 per ton

Deduct -\$108,000

Price: \$297,000.00

Exclusions (if applicable):

PERMITS, LABS OR TESTING. Concrete stamping or pavers. Silt fencing or construction entrance. Demolition, excavation or related dirt work, grades must be +/- 0.10' foot and blue topped by others. Underground utilities to be back filled and compacted by others, with engineers' approval. Surveying, paving corners, lines, grades, building corners, and pier locations to be established by others. Base plates, anchor bolts or concrete embeds. Backfilling of curbs. Concrete joint sealing. Pipe bollard steel. Spoils haul off – if applicable.

TERMS AND CONDITIONS

1. Level 1 Paving, Inc. shall not be responsible for, and shall be held harmless from any liability resulting from damages to utilities buried within the prescribed working area of this contract. It will be the responsibility of the owner to locate any underground lines, public or private and determine the depth for such lines. The owner shall be responsible for calling DIG TEST 811 for the location of underground utility lines. It is further understood that we shall not be responsible for any damages to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, but not limited to failure of sub-grade or failure of inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
2. If Company is delayed at any time in the commencement or progress of the work described herein by (1) an act of neglect of the owner, an employee or agent of owner, or a separate contractor; (2) changes ordered in the work; (3) labor disputes, fire, unusual delay in deliveries or supplies, unavoidable casualties, adverse weather conditions, strikes, boycotts, embargo, quarantine, order of government authority, or other causes beyond the Contractor's control, then the contract time shall be extended for an amount of time commensurate with the delay. The contract price shall also be adjusted for any increase in the cost of performance of the work set forth herein, that is caused by suspension, delay or interruption of the work, or due to causes beyond the Contractor's control.
3. Level One Paving, Inc. is not responsible for removal of vehicles from areas of parking lot being repaired. Level One Paving will notify you in advance and you must make arrangements to have vehicles removed at your expense.
4. Any changes to this contract or additional work to be performed shall be agreed to in writing by both parties.
5. Interest of 1 1/2% per month shall be charged on any past due balances from the due date of receipt of payment by the Company. If it becomes necessary to take collection action to obtain payment, all costs of collection, including but not limited to, reasonable attorney's fees shall be paid by you.
6. A facsimile or email of this document shall be deemed as original and shall be legally binding.
7. State, County, or City permits or permitting requirements are **excluded** unless requested by customer for Level 1 Paving, Inc. to acquire them before starting work as stated in this contract. All costs will be an addition to contract price.
8. Unless this is a new parking lot installation or cement stabilization of the entire parking lot, Level 1 Paving, Inc. cannot be responsible for drainage or standing water due to already established and existing grades on the parking lot.
9. Level 1 Paving, Inc. guarantees the above work under normal use for a period of 1 year, excluding unusual abuse or neglect.
10. This contract may be withdrawn by us if not accepted within 30 days.
11. No guarantee on seal coat flaking or peeling due to oil spots.
12. New asphalt is susceptible to power steering marks in the summer months. No guarantee on recurring cracks.

Payment is due as job progresses. All payments must be remitted to P.O. Box 843, Sanger, TX 76266.

Upon acceptance, please sign and return the original proposal, retaining a copy for your records. It is understood that the above, including the attached terms and conditions, will constitute the full and complete contract between us.

ACCEPTED:

Level One Paving, Inc.

By _____

Date _____

By _____

*Alvin Crosson, 214-641-6530
Jim Sturm, 972-953-9535*



AGENDA SUMMARY SHEET

January 3, 2023

AGENDA, ITEM 4

Discuss and take action on Resolution R-03-23, a Resolution of the City Council of the City of Glenn Heights, Texas, approving an Agreement for Professional Engineering Services on a Task Order basis for general engineering services in an amount not to exceed \$500,000.00; authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date. (David Hall, City Manager)

Motion	
Second	
For	Brown, Mosley, Garrett, Bruton, Hale, Lightfoot, Benford
Against	Brown, Mosley, Garrett, Bruton, Hale, Lightfoot, Benford
Abstain	
Approve/ Deny/ Table	

A RESOLUTION OF THE CITY OF GLENN HEIGHTS, TEXAS

RESOLUTION NO. R-03-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS FOR GENERAL ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$500,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Westfall Engineering, PLLC, (“Engineer”) desires and has agreed to provide professional general engineering services to the City of Glenn (“City”) on an “as needed” or “task order” basis as determined by the City; and

WHEREAS, the City has a need for such on-call / task order engineering services; and

WHEREAS, the City Council hereby finds that it is in the best interest of the City to approve the agreement for professional engineering services on a task order basis for on-call engineering services as set forth in Exhibit "1 " attached hereto, for a term of three years and a total contract price not to exceed \$500,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, THAT:

SECTION 1. The City Council hereby approves the Professional Services Agreement with Westfall Engineering, PLLC for Professional Engineering Services on a Task Order Basis for on-call general engineering and consultation services as set forth in said agreement which is attached hereto and incorporated herein by this reference as Exhibit "1", including any and all exhibits attached to said Exhibit “1”, for total contract compensation in an amount not to exceed Five Hundred Thousand and no/100 (\$500,000.00) Dollars, and hereby authorizes the City Manager to execute said Agreement and any and all Task Orders issued thereunder.

SECTION 2. That any prior Resolutions of the City Council of the City of Glenn Heights, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 3. That if any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

SECTION 4. That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Glenn Heights, Texas, and it is accordingly resolved.

DULY PASSED by the City Council of the City of Glenn Heights, Texas, on the 3rd day of January 2023.

APPROVED:

Sonja A. Brown, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria Thomas, City Attorney
(110422vwtTM132225)

EXHIBIT “1”
[Agreement for Professional Engineering Services on Task Order Basis]

PROFESSIONAL SERVICES AGREEMENT

This **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is made as of the Effective Date by and between the **City of Glenn Heights** ("City"), a Texas home rule municipality, and **Westfall Engineering, PLLC** ("Engineer"), a Texas professional limited liability company. City and Engineer are hereafter collectively referred to as "the Parties" or separately as "Party".

RECITALS

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

WHEREAS, Engineer desires to render professional engineering services to City in accordance with the terms and conditions set forth in this Agreement in connection with various projects from time to time assigned to Engineer by City.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, City and Engineer agree as follows:

Section 1. Scope of Services

A. City retains Engineer to provide professional engineering services on an as-needed basis. Specific projects shall be described in executed individual tasks orders signed by City and Engineer which contain the specific project identification, scope of services requirements, schedule for the work, hourly billing rates and maximum amount of fees and expenses that will be paid for those services ("Task Order"), said Task Orders to be on a form substantially similar to the form attached hereto as Exhibit "A". Each Task Order will be subject to the terms and conditions of this Agreement. The combined total compensation under this Agreement, including compensation to be paid under any and all Task Orders, shall not exceed Five Hundred Thousand (\$500,000.00) and no/100 Dollars.

B. Prior to execution of each Task Order, City and Engineer shall review and agree on the contents of the Task Order and the estimated fees and expenses Engineer reasonably expects to charge for the work described in the Task Order.

Section 2. Term of Agreement:

A. The term of this Agreement shall begin on the last date of execution hereof (the "Effective Date") and shall continue until the latter of three (3) years from the Effective Date or the date upon which Engineer completes the services required herein to the reasonable satisfaction of City, unless sooner terminated as provided in Section 10, below.

B. Either Party may terminate this Agreement by giving not less than thirty (30) days' prior written notice to the other Party. In the event of such termination, Engineer shall be entitled to compensation for any services completed, as of the date the notice of termination is

provided, to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

C. Either Party may terminate a Task Order without terminating this Agreement by giving not less than ten (10) days' prior written notice to the other Party. In the event of such termination, Engineer shall be entitled to compensation for any services completed with respect to the terminated Task Order to the reasonable satisfaction of City in accordance with this Agreement prior to such termination.

Section 3. Engineer's Obligations

A. Engineer shall devote such time as reasonably necessary for the satisfactory performance of the work under this Agreement. Should City require additional services not included under this Agreement, Engineer shall make reasonable effort to provide such additional services in accordance with an additional fee to be negotiated and within the time schedule prescribed by City; and without decreasing the effectiveness of the performance of services required under this Agreement.

B. To the extent reasonably necessary for Engineer to perform the services under this Agreement, Engineer shall be authorized to engage the services of any agents, assistants, persons, or corporations (collectively "**Subcontractors**") that Engineer may deem proper to aid or assist in the performance of the services under this Agreement with the prior written approval of City. The cost of Subcontractors shall be included within the fees paid by City pursuant to the Scope of Services unless otherwise identified in the Scope of Services as a separate reimbursable expense to be paid to Engineer.

C. Engineer shall furnish and pay for all labor, tools, materials, equipment, supplies, transportation, and management necessary to perform all services set forth in each Task Order.

Section 4. Opinions of Probable Construction Cost: Any opinions or estimates of probable construction costs to be provided under this Agreement are to be made or reviewed on the basis of Engineer's experience and qualifications and represent the Engineer's judgment as an experienced and qualified professional. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others or over the contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by Engineer.

Section 5. Contractor Responsible for Construction Work: Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by City's contractor or the safety precautions and programs incident to the work of City's Contractor. Engineer shall not guarantee the performance of City's contractor nor be responsible for the acts, errors, omissions, or the failure of City's contractor to perform the construction work in accordance with the plans, specifications, and other documents prepares in relation to performance of the Project. Engineer shall not be held responsible for changes in the work authorized by others and not processed or reviewed by Engineer.

Section 6. Payment

A. City shall compensate Engineer for Engineer's services in accordance with the fees set forth in the applicable Task Order up to the maximum total agreement price of \$500,000.00. Engineer will not invoice more than the not-to-exceed fee set forth in the respective Task Order without first obtaining City's written approval. Unless otherwise provided herein or in a Task Order, all fees paid to Engineer by City shall be paid not later than thirty (30) days after receipt of an invoice from Engineer detailing the services provided and the cost for such services. Engineer may suspend Engineer's services pursuant to this Agreement if City fails to pay an invoice after the thirtieth (30th) day after receipt of the invoice and such invoice remains unpaid on the eight (8th) day after Engineer provides written notice to City demanding payment on such invoice.

B. City reserves the right to delay, without penalty, any partial payment when, in the opinion of City, Engineer has not made satisfactory progress on the performance of the Project based on the Scope of Services for that particular Task Order.

D. City may deduct from any amounts due or to become due to Engineer any sum or sums owing by Engineer to City. In the event of any breach by Engineer of any provision or obligation of this Agreement, or in the event of the assertion by other parties of any claim or lien against City, or City's premises, arising out of Engineer's performance of this Agreement, City shall have the right to retain out of any payments due or to become due to Engineer an amount sufficient to completely protect City from any and all loss, damage or expense therefrom, until the breach, claim or lien has been satisfactorily remedied or adjusted by Engineer.

Section 7. Responsibilities

A. Engineer shall be responsible for the professional quality, technical accuracy, and the coordination of all reports furnished by Engineer under this Agreement. Engineer shall, without additional compensation, correct or revise any errors or deficiencies in the reports. Every person performing services for and under the director of Engineer pursuant to this Agreement shall possess all valid and current federal and state licenses and/or certificates required to be possessed by law or regulation when performing the work required by this Agreement.

B. Neither City's review, approval or acceptance of, nor payment for any of the services required under this Agreement, shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Engineer shall be and remain liable to City in accordance with applicable law for all damages to City caused by Engineer's negligent performance of any of the services furnished under this Agreement.

C. The rights and remedies of City under this Agreement are as provided by law.

Section 8. Time for Performance

A. Engineer shall perform all services as provided for under this Agreement and/or any Task Order issued hereunder in a proper, efficient, timely, and professional manner in accordance with City's requirements and the applicable Task Order.

B. In the event Engineer's performance of this Agreement and/or any Task Order issued hereunder is delayed or interfered with by acts of City or others, Engineer may request an extension of time for the performance of same as hereinafter provided but shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

C. No allowance of any extension of time, for any cause whatever, shall be claimed or made to Engineer, unless Engineer shall have made written request upon City for such extension within forty-eight (48) hours after the cause for such extension occurred, and unless City and Engineer have agreed in writing upon the allowance of additional time to be made.

Section 9. Documents: All surveys, drawings, reports, contracts and bid forms, and other documents, including those in electronic form, prepared by Engineer, its subcontractors, agents, representatives, and/or employees in connection with this Agreement (“**Project Documents**”) are intended for the use and benefit of City. Engineer and its subcontractors, agents, representatives, and/or employees shall be deemed the authors of their respective part of the Project Documents. Notwithstanding this, upon payment by City as required by this Agreement, City shall own, have, keep and retain all rights, title and interest in and to all Project Documents, including all ownership, common law, statutory, and other reserved rights, including copyrights (except copyrights held by Engineer) in and to all Project Documents, whether in draft form or final form, which are produced at City’s request and in furtherance of this Agreement or any Task Order issued hereunder. City shall have full authority to authorize contractor(s), subcontractors, sub-subcontractors, City Engineers, and material or equipment suppliers to reproduce applicable portions of the Project Documents to and for use in their execution of the work or for any other purpose. All materials and reports prepared by Engineer in connection with this Agreement are “works for hire” and shall be the property of City upon payment of Engineer as provided in this Agreement.

Section 10. Termination

A. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Engineer. In the event suspension or termination is without cause, payment to Engineer, in accordance with the terms of this Agreement, will be made on the basis of services reasonably determined by City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to City.

B. Should City require a modification of this Agreement with Engineer, and in the event the Parties fail to agree upon a modification to this Agreement, City shall have the option of terminating this Agreement and Engineer's services hereunder at no additional cost other than the payment to Engineer, in accordance with the terms of this Agreement, for the services

reasonably determined by City to be properly performed by Engineer prior to such termination date.

Section 11. Insurance

A. Engineer shall during the term hereof maintain in full force and effect the following insurance:

(i) Commercial 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;

(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 and property damage;

(iii) Statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Contractor's employees involved in the provision of services under this Agreement with policy limit of not less than \$500,000.00; and

(iv) Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limit of not less than \$1,000,000.00 per claim and \$1,000,000.00 in the aggregate.

B. All insurance and certificate(s) of insurance shall contain the following provisions:

(i) Name City, its officers, and employees as additional insureds as to all applicable coverage (not including the Workers Compensation Insurance and Professional Liability);

(ii) Provide for at least thirty (30) days prior written notice to City for cancellation or non-renewal of the insurance or reduction in coverage limits; and

(iii) Provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance (not including the Professional Liability 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 evidencing the required insurance and all endorsements shall be delivered to City prior to commencement of services.

Section 12. 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 services of Engineer pursuant to this Agreement. Engineer hereby waives all claims against City, its current, past and/or future officials, officers, agents and employees (collectively referred to in this section as “City Indemnitees”) 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 the City Indemnitees. Engineer agrees to indemnify and save harmless the City Indemnitees from and against any and all liabilities, damages, claims, suits, costs (including court costs, reasonable 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 negligent performance of services under this Agreement or by reason of any negligent act or omission on the part of Engineer, its officers, directors, servants, employees, representatives, Engineers, licensees, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of a City Indemnitee, in whole or in part, in which case Engineer shall indemnify the City Indemnitee only to the extent or proportion of negligence attributed to Engineer, its officers, agents, or employees as determined by a court or other forum of competent jurisdiction). Engineer’s obligations under this section shall not be limited to the limits of coverage of insurance maintained or required to be maintained by Engineer under this Agreement. This provision shall survive the termination of this Agreement.

Section 13. Assignment: Engineer shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of City.

Section 14. Applicable Laws: Engineer shall comply with all Federal, State, County and Municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to services to be performed under this Agreement. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. Without waiving any available immunity defense the City may have, the Parties otherwise agree to submit to the personal and subject matter jurisdiction of said court.

Section 15. Default of Engineer: In the event Engineer fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within ten (10) days after written notice by City to Engineer, City may, at its sole discretion without prejudice to any other right or remedy:

A. Terminate this Agreement and be relieved of the payment of any further consideration to Engineer except for all work determined by City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall not include any loss of profit of Engineer. In the event of such termination, City may proceed to complete the services in any manner deemed proper by City, either by the use of its own forces or by re-subletting to others.

B. City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Engineer.

Section 16. Adjustments in Services: No claims for extra services, additional services or changes in the services will be made by Engineer without a written agreement with City prior to the performance of such services.

Section 17. Agreement Amendments: This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 18. 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.

Section 19. Independent Contractor: It is understood and agreed by and between the Parties that Engineer, in satisfying the conditions of this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Engineer's actions. All services to be performed by Engineer pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of City. Engineer shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 20. Right-Of-Access: City will obtain and/or furnish right-of-access on any project site for Engineer to perform any required studies, surveys, tests or other necessary investigations in relation to the Scope of Services. Engineer will take reasonable precautions to minimize damage to the personal or real property in the performance of such surveys, tests, studies and investigations.

Section 21. Notice: Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or hand delivery 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 to City: City of Glenn Heights, Texas
Attn: David A. Hall, J.D., City Manager
1938 S. Hampton Road
Glenn Heights, Texas 75154

With copy to: Victoria Thomas
Nichols Jackson
500 North Akard, Suite 1800
Dallas, Texas 75201

If to Engineer: Westfall Engineering, PLLC
Attn: Michael Westfall, P.E.
1719 Angel Parkway, Suite 400-206
Allen, Texas 75002

Section 22. Counterparts: This Agreement may be executed by the Parties 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.

Section 23. Exhibits: The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

Section 24. Survival of Obligations: Any of the representations and obligations of the Parties, as well as any rights and benefits of the Parties pertaining to a period of time following the termination of this Agreement shall survive termination.

Section 25. Boycott Israel; Boycott Energy Companies; and Prohibition of Discrimination against Firearm Entities and Firearm Trade Associations.

- (a) Engineer 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) Engineer 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) Engineer 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 Engineer is a sole proprietor, a non-profit entity, or a governmental entity; and only applies if: (i) Engineer 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.

(Signature page to follow)

SIGNED AND AGREED on _____, 2023.

CITY OF GLENN HEIGHTS, TEXAS

By: _____
David A. Hall, J.D., City Manager

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney

SIGNED AND AGREED on _____, 2023.

**WESTFALL ENGINEERING, PLLC, A TEXAS
LIMITED LIABILITY COMPANY**

By: _____
Michael Westfall, P.E.
President and Managing Member

EXHIBIT "A"
FORM OF TASK ORDER

Task Order Number _____
Issued under Professional Services Agreement between City of Glenn Heights
And Westfall Engineering, PLLC

This Task Order for Engineering Services ("**Task Order**") is made as of the date indicated below, under the terms and conditions established in that certain Professional Services Agreement dated November _____, 2022, between the **City of Glenn Heights, Texas ("City")** and **Westfall Engineering, PLLC ("Engineer")**. This Task Order is intended to document tasks that can be more clearly defined and that are expected to take a significant effort or period of time.

Project Description:

Scope of Services (including Work Schedule):

Compensation for the Services will be at the following hourly rates and as defined in the Agreement:

The Total Compensation to Engineer under this Task Order shall not exceed \$_____.

City of Glenn Heights charge number:

Agreed and Authorized on _____, 202__.

CITY OF GLENN HEIGHTS, TEXAS

By: _____
David A. Hall, J.D., City Manager

Agreed and Accepted on _____, 202__.

WESTFALL ENGINEERING, PLLC

By: _____
Michael Westfall, P.E.
President and Managing Member

EXHIBIT “B”
MASTER SCOPE OF BASE ENGINEERING SERVICES

Upon written request by City and acceptance in writing by Engineer pursuant to an agreed Task Order, Engineer shall furnish the below described services as specifically requested.

For purposes of this Scope of Services, the word “bid” when used herein shall also mean and be read as “proposal” when applied to those projects for which City is seeking competitive proposals.

Project Planning/Development

- Assist City with development of project scope, preliminary pricing information, and conceptual design for presentation to the City Council along with developing presentations for use in council meetings.

Project Design

- Draft RFQ/RFP for architectural and/or engineering services. Work with City staff to advertise bid opportunities conducting pre-bid meetings, answering pre-bid requests for information (“RFI’s”), and attending bid openings in support of City staff.
- Assist City to assemble a bid review team. Distributing bid packages to each review team member for review. Developing grading criteria and forms for use.
- Conducting interviews for respondents selected, managing, and documenting the grading.
- Conduct Design Kick-off meeting with project design team to establish project goals and guidelines.
- Attend weekly design meetings representing City’s best interest and ensuring compliance with the City’s needs.
- Drawing reviews prior to bid issue to confirm accuracy and content.
- Develop and maintain Responsibility Matrix tracking all aspects of equipment and FF&E helping avoid cost overruns.

Out to Bid

- Draft RFQ/RFP for general contracting services. Working with City staff to advertise bid opportunity, conducting pre-bid meetings, answering pre-bid RFI’s, attending bid opening.
- Assist City staff to assemble bid review team. Distributing bid packages to each review team member for review. Developing grading criteria and forms for use.

- Conducting interviews for respondents selected, managing, and documenting the grading process. Sending notice of award to successful firm and notifying those not selected.
- Contact references provided by contractor and provide feedback to City representative prior to contracting.

Pre-Construction

- Coordinating with City staff to ensure all contracts, certificates of insurances, bonds, and state required documents are complete.
- Review of all contracts, presenting requested contract verbiage changes to city attorney, negotiating final form between City and general contractor.
- Conduct Project Kick-off meeting with General Contractor and primary Sub-Contractors to establish project goals and guidelines.

Construction

- Conduct weekly Owner/Engineer or Architect/Contractor (OAC) meeting.
- Coordinate City vendors and contractors.
- Review Schedule of Values/cost breakdown and construction schedule and recommend approval/changes or disapproval.
- Process all invoices and applications for payment and forward for payment.
- Access and evaluate cost/facts related to change orders requested, review and forward for recommended action.
- Work with General Contracting team coordinating information/workflow.
- Monitor work on site as necessary and daily if needed.
- Monitor quality of materials and methods used in construction, reporting all deficiencies.
- Monitor project schedule and budget for compliance throughout process.
- Provide photographs of construction progress throughout project.
- Review special inspection and material testing reports to verify compliance.
- When work is non-conformant to plans and specifications, document the deficiencies and promptly provide notification of the deficiencies to the Owner and Contractor.

- Coordinate and manage procurement of FF&E.
- Keep Master Project Budget updated and available for review.

Project Close Out

- Manage the substantial completion process.
- Schedule and conduct punch-list walk-thru with Architect/Engineer and General Contractor creating a complete list of existing deficiencies.
- Monitor and confirm completion of all punch-list items prior to sign-off.
- Verify submission of O&M manuals, warranties, guarantees, bonds, as built documents, and all other required closeout documents.
- Assist in close out of all contracts, confirming supporting documentation complete.
- Coordination of maintenance agreements, systems start-up, and commissioning.
- Move management, day after support, and ten-month warranty review.