



CITY OF COLLEYVILLE CITY COUNCIL AGENDA

100 Main Street, Colleyville, Texas, 76034

TUESDAY, FEBRUARY 20, 2024

WORKSESSION

5:30 PM

EXECUTIVE CONFERENCE ROOM - THIRD FLOOR

CALL TO ORDER

WS-1 Fire Department update

WS-2 Annual crime report

WS-3 Discussion of the February 20, 2024, City Council regular agenda items

1. EXECUTIVE SESSION - In accordance with Texas Government Code, Chapter 551, Subchapter D

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities

Section 551.087 - Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects the City seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

REGULAR MEETING

7:00 P.M.

CITY COUNCIL CHAMBERS

INVOCATION: Pastor Nathan Aviles, Bethel Methodist Church

PLEDGE OF ALLEGIANCE: City Attorney Nicole Corr

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-24-4914

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Proclamation in recognition of February being Career and Technical Education Month, Stephanie Speaks, GCISD Career and Technical Education Director - Mayor Bobby Lindamood

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4915

- 4a** Approval of the minutes of the regular City Council meeting of February 6, 2024
- 4b** Approval of a Purchase and Sale Agreement between the City of Colleyville, as seller, and Big Sky Real Property #1, Inc., as buyer, for the acquisition and development of approximately 5.8856 acres of land located at 4007 Colleyville Boulevard, said land being more particularly described therein, with a purchase price of \$3,076,520.83 payable to the City upon closing; and authorizing the City Manager, or his designee, to negotiate and execute all documents incidental thereto, including all title and closing documents
- 4c** Approval of the appointment of Matthew Poston to the position of Director of Finance
- 4d** Approval of a construction contract with Nu-Way Construction, LLC, for the Roberts Road Phase I Rehabilitation Project, in an amount not to exceed \$836,216.20 and a contingency amount not to exceed \$180,000, and authorizing the City Manager to execute the contract
- 4e** Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of various streets as identified in the agreement and authorizing the City Manager to execute the agreement
- 4f** Approval of an amendment to the Construction Services Agreement with 308 Construction, LLC, amending the owner's contingency for the City Hall and Justice Center Improvement project, for an additional amount not to exceed \$41,910.83, and authorizing the City Manager to execute the amendment
- 4g** Approval of an amendment to the Construction Services Agreement with Fransen-Pittman Construction Co., Inc., amending the owner's contingency for the Recreation Center Gymnasium Renovation project, for an additional amount not to exceed \$100,000.00, and authorizing the City Manager to execute the amendment

5. ITEMS NOT FOR CITY COUNCIL ACTION

- 5a** Monthly Financial Report - January 2024

6. CITIZEN COMMENTS

7. REPORTS

Planning and Zoning Commission Minutes - January 8, 2024

Planning and Zoning Commission Worksession Minutes - January 22, 2024

8. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, FEBRUARY 20, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4916

9. ADJOURNMENT

I hereby certify this agenda was posted on City Hall bulletin boards *Friday, February 16, 2024* by 5:00 p.m.

Christine Loven, TRMC
City Secretary

A quorum of any Colleyville board, commission, or committee may be present at this meeting. Any matter on this agenda may, at the discretion of the governing body, be opened for public comment and discussion.

If you plan to attend this public meeting and have a disability that requires special accommodations, please advise the City Secretary at least 48 hours in advance at 817.503.1133, and reasonable accommodations will be made to assist you.



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-1

Agenda Date 2/20/2024

Type Worksession

Department Fire

Title

Fire Department update

Explanation

Fire Department personnel will provide a review of services and update the City Council on the department's activities.

Attachments

1. Fire Department Presentation

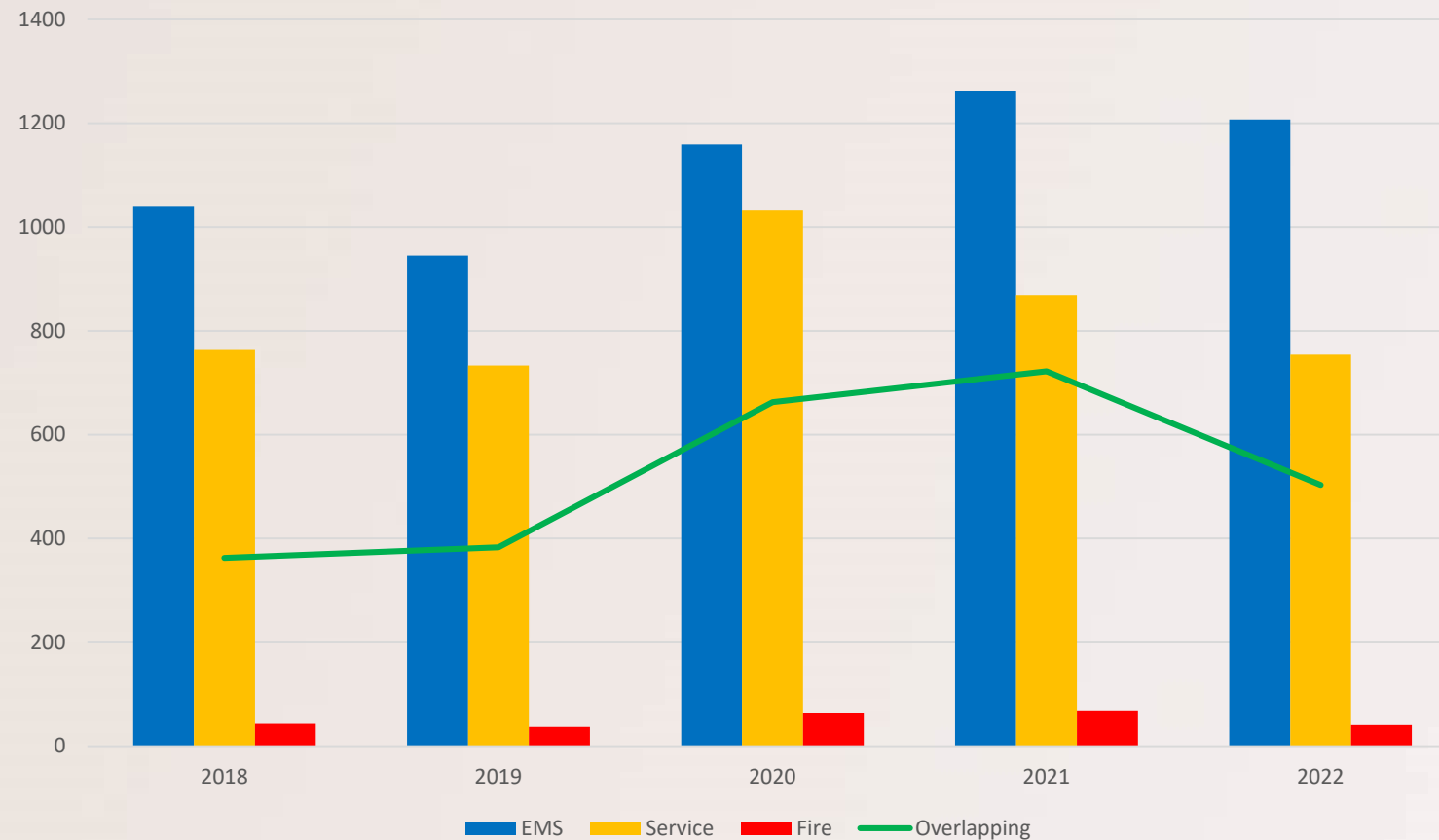
Fire Department Update

Mark Cantrell

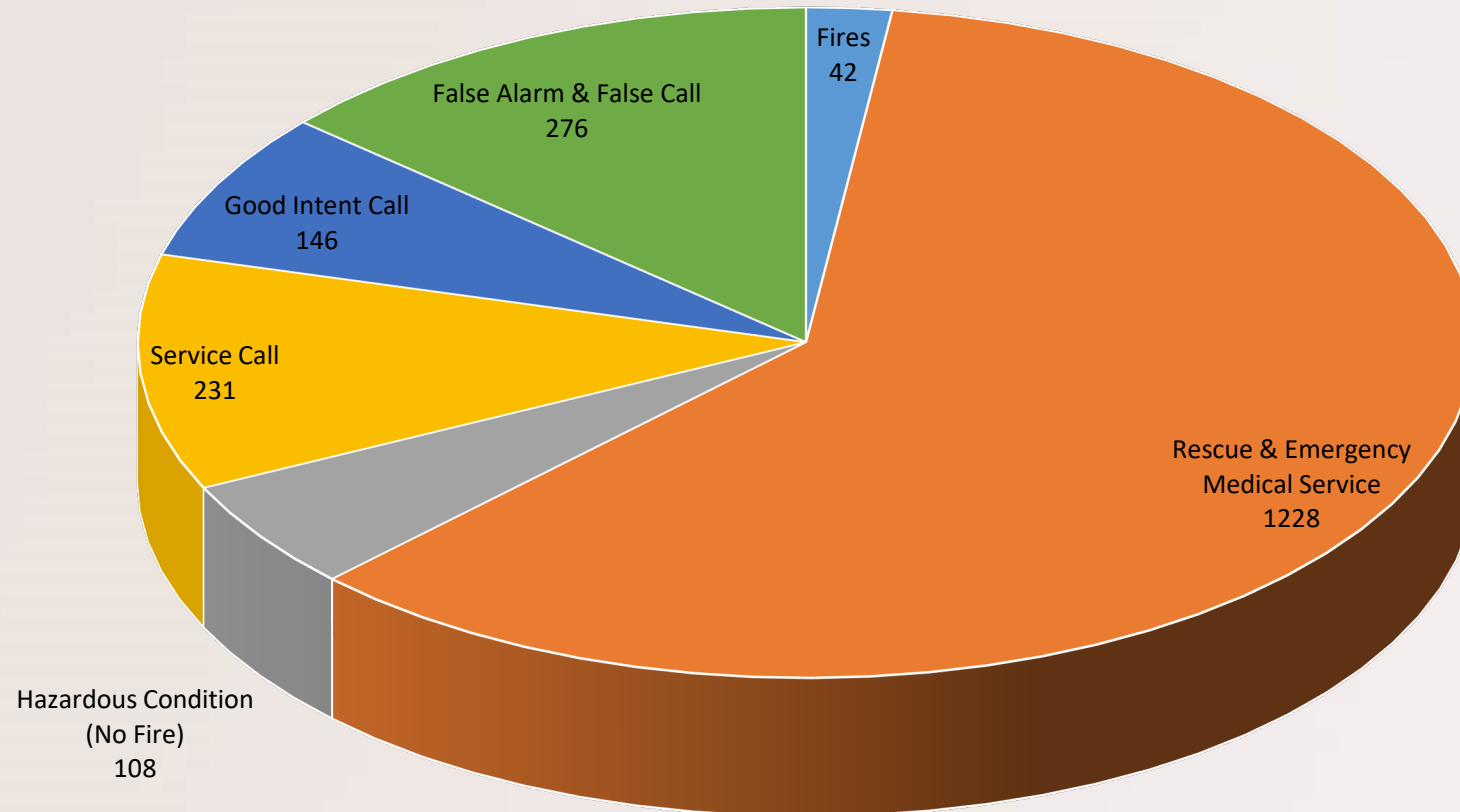
Tim Folden

Clint Mercer

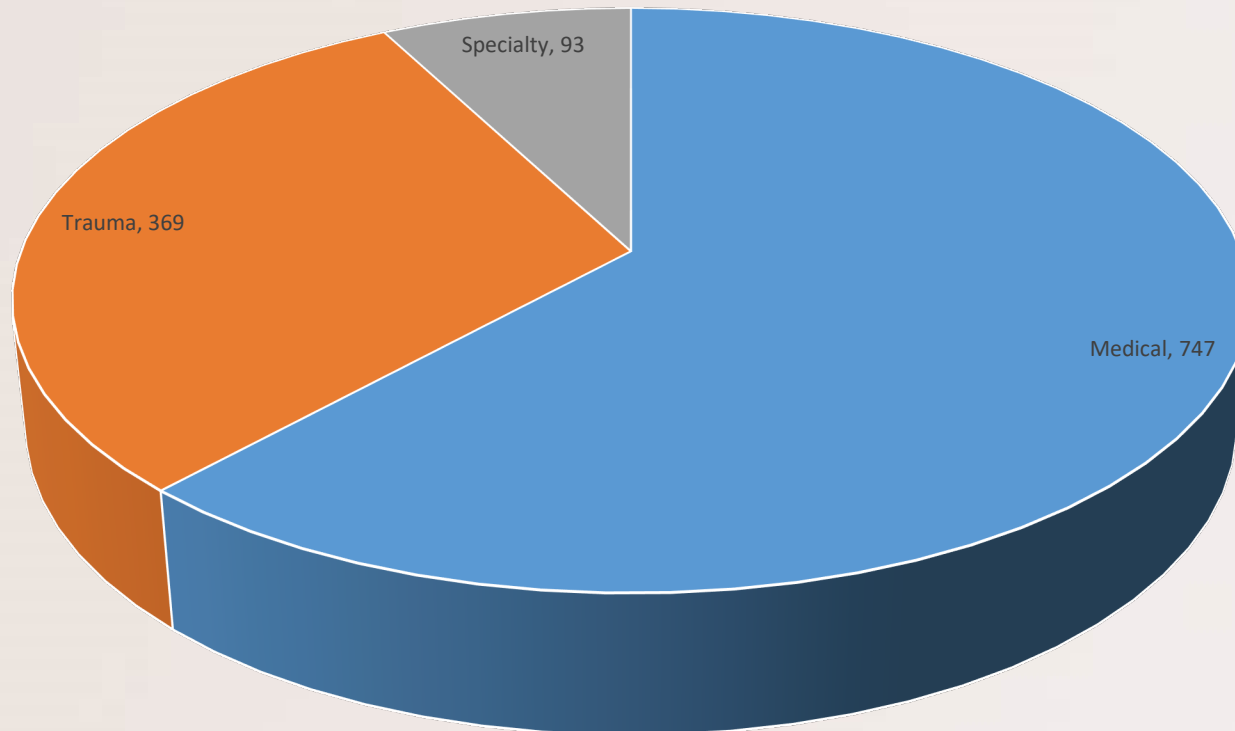
Incident volume



Incident by type 2023



EMS Incidents by group 2023



Fire Department Update



- Areas of emphasis
 - Community outreach
 - Training



Colleyville Fire and TX-EMTF

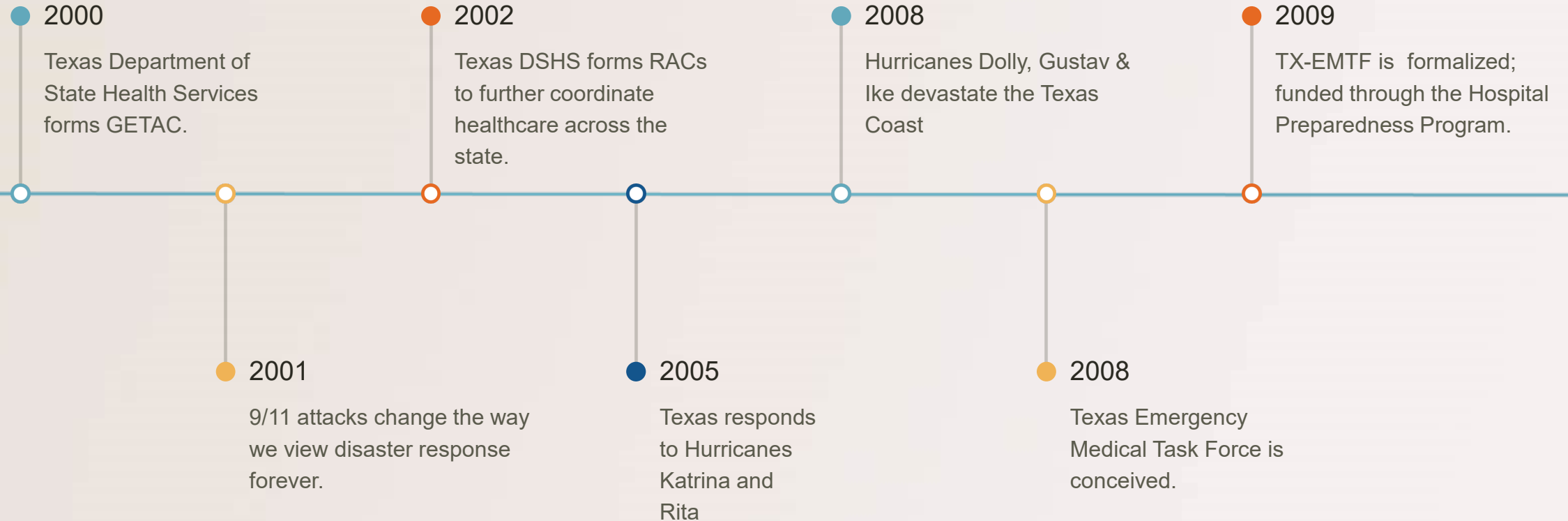
Neighbors Helping Neighbors



The Texas Emergency Medical Task Force is the medical response arm of the Texas Disaster Management System. It mobilizes doctors, nurses, and paramedics at a moment's notice to provide emergency medical care when local medical resources are overwhelmed.



Inception of TX-EMTF



Program Growth



A Regional Approach

Texas Emergency Medical Task Force

TX EMTF 1

Lead RAC: Panhandle RAC
TSAs: A & B ~ HSR 1
www.PanhandleRAC.com

TX EMTF 2

Lead RAC: NCTTRAC
TSAs: C, D, & E ~ HSR 2/3
www.NCTTRAC.org

TX EMTF 4

Lead RAC: Piney Woods RAC
TSAs: F & G ~ HSR 4/5N
www.RAC-G.org

TX EMTF 6

Lead RAC: SETRAC
TSAs: H, Q, & R ~ HSR 6/5S
www.SETRAC.org

TX EMTF

State Coordinating Office

Lead RAC: STRAC
www.TXEMTF.org / www.TDMS.org

TX EMTF 7

Lead RAC: Capital Area Trauma RAC
TSAs: L, M, N, & O ~ HSR 7
www.CATRAC.org/EMTF

TX EMTF 8

Lead RAC: STRAC
TSAs: P & S ~ HSR 8
www.STRAC.org

TX EMTF 9

Lead RAC: Border RAC
TSAs: I, J, & K ~ HSR 9/10
www.BorderRAC.org

TX EMTF 11

Lead RAC: CBRAC
TSAs: T, U, & V ~ HSR 11
www.CBRAC.org



8 Regions Working Together

- Managed Locally
- Coordinated at the State Level
- Strategically Positioned Geographically

A Regional Approach



EMTF Region 2

- NCTTRAC is the lead RAC for Region 2.
- Offices and Warehouse located in Arlington
- EMTF-2 maintains a cache of equipment and supplies
- Full time Regional Coordinator

Components



Ambulance Strike Teams

5 Ambulances plus a Strike Team Leader



MIST

Medical Incident Support Team



AMBUS

Capable of Transporting up to 24 patients

Components



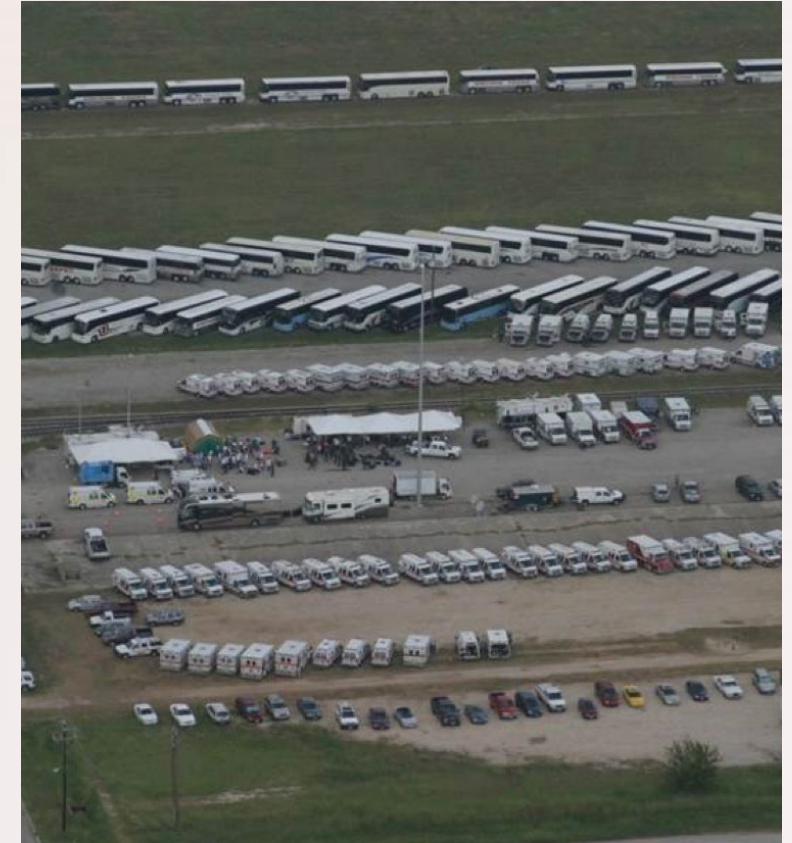
Mobile Medical Unit

Agile and Scalable Portable Medical Facility



Registered Nurse Strike Team

5 Registered Nurses credentialed to step into any role in a hospital or MMU.



Ambulance Staging Management

Stage/Dispatch Large Numbers of Medical and Rescue Resources

Components



Air Medical Strike Team

5 Air Ambulances Plus Leader



Infectious Disease Response

Specially Trained Personnel for High
Consequence Disease



Tactical Medic Support

Providing Tactical Medical Support to DPS
SWAT



TMORT

Mass Fatality Response

Components: Wildland Fire Support



- Originated in 2019
- Coordinated Effort with Texas A&M Forest Service
- Responds to wildfires to provide medical care to firefighters
- Often prepositioned based on predicted weather and fire behavior

Components: Wildland Fire



Wildland Paramedic Unit

2 Paramedics w/ ALS Gear on a UTV



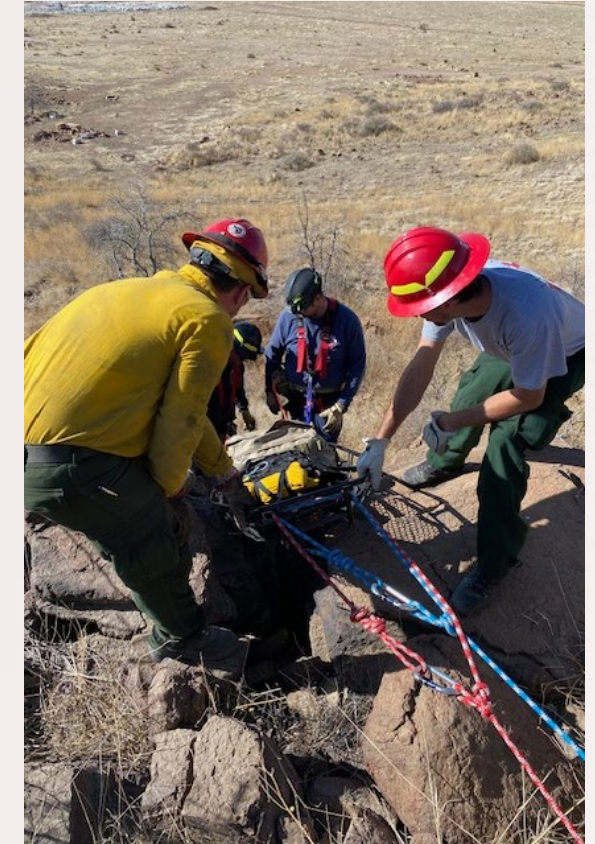
Ambulance

2 Paramedics located near the fireline



Medical Unit Leader

Group Supervisor



Remote Extraction Module

4 Paramedics w/ Technical Rescue Skills
and Equipment

2023 Numbers at a Glance



Missions

Colleyville Fire responded to 9 different missions last year including the first ever out of state assignment for EMTF.

Personnel

32 positions were filled by Colleyville Fire personnel, including Ambulance, Wildland Paramedic Unit, Medical Unit Leader, and MIST.

Work Hours

Colleyville Firefighters put in over 5,642 hours of service to EMTF State Mission Assignments

Leadership

Colleyville Fire has **4 personnel** qualified as MIST and **2** qualified as MEDL

Fire Department Update





CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-2

Agenda Date 2/20/2024

Type Worksession

Department Police

Title

Annual crime report

Explanation

Police Chief Michael Miller will present the annual crime report.

Attachments

1. Annual Crime Report Presentation

Annual Crime Report for 2023

Chief Michael C. Miller
Colleyville Police Department
February 20, 2024

What is Uniform Crime Report (UCR)

The objective of the UCR program is to produce reliable crime statistics for law enforcement administration, operation, and management.

This is accomplished through the recording and reporting of the eight (8) Crime Index Offenses (Part 1 Offenses):

- ☐ **Murder**
- ☐ **Rape**
- ☐ **Robbery**
- ☐ **Aggravated Assault**
- ☐ **Burglary**
- ☐ **Theft**
- ☐ **Auto Theft**
- ☐ **Arson**

2023 Annual Crime Report – Part 1 Crimes

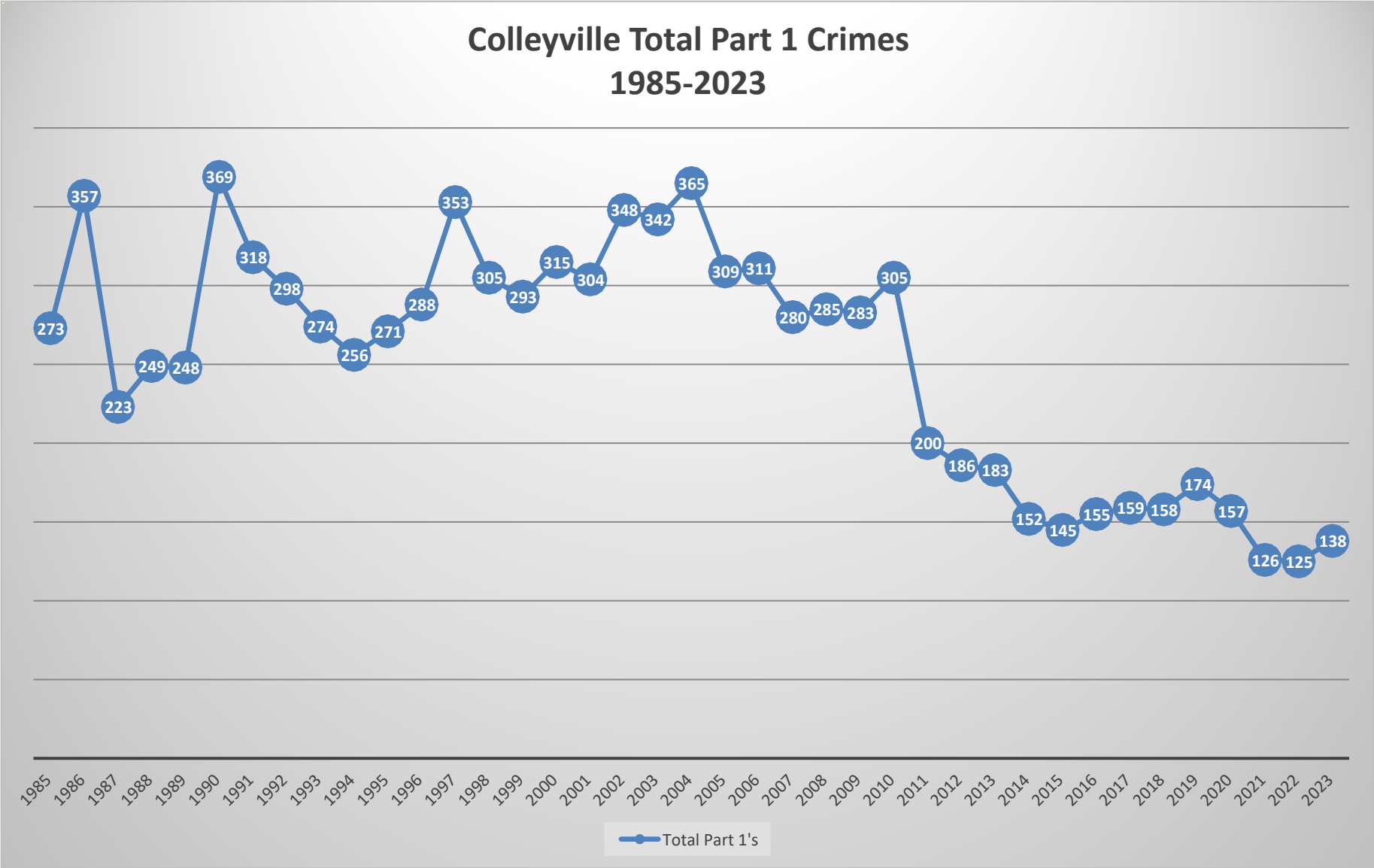


Part 1 Crimes	2022	2023	# Change	% Change
Murder	0	0	0	N/A
Rape	8	7	-1	-13%
Agg Assault	6	8	2	33%
Robbery	0	0	0	N/A
Total Violent	14	15	1	7%
Burglaries				
Non-Residential	7	5	-2	-29%
Residential	2	3	1	50%
Thefts				
BOV	24	32	8	33%
Other	75	78	3	4%
Auto Theft	3	5	2	67%
Arson	0	0	0	N/A
Total Property	111	123	12	11%
Total Part 1	125	138	13	10%

Change in Crime

10%

Crime Trend by Year



Review: Transition to NIBRS Crime Reporting Changes Required in 2019

Timeline for NIBRS Implementation



- September 1, 2019
 - State of Texas goal is for all state agencies to implement an incident based reporting system and begin sending NIBRS data to the state by this date.
- December 2019
 - Colleyville sent first NIBRS test file and began reporting NIBRS data to State of Texas / FBI for all of 2020.
- January 1, 2021
 - The Federal Bureau of Investigation (FBI) Uniform Crime Reporting (UCR) program will sunset Summary Reporting System (SRS) and transition to NIBRS only data collection by this date.

2023 NIBRS Report



Offense	Reported in 2023	Reported in 2022	#Change	Percent Change	Offenses Cleared	Percent Cleared
Murder	0	0	0	0%	0	0%
Negligent Manslaughter	0	0	0	0%	0	0%
Justifiable Homicide	0	0	0	0%	0	0%
Rape	4	7	-3	-43%	3	75%
Sodomy	0	0	0	0%	0	0%
Sexual Assault with Object	0	3	-3	-100%	0	0%
Fondling	0	3	-3	-100%	0	0%
Aggravated Assault	9	6	3	50%	7	78%
Simple Assault	29	44	-15	-34%	25	86%
Intimidation	18	9	9	100%	13	72%
Kidnapping/Abduction	0	0	0	0%	0	0%
Incest	0	0	0	0%	0	0%
Statutory Rape	0	0	0	0%	0	0%
Human Trafficking, Commercial Sex Acts	0	0	0	0%	0	0%
Human Trafficking, Involuntary Servitude	0	0	0	0%	0	0%
Crimes Against Persons Total	60	72	-12	-17%	48	80%

2023 NIBRS Report



Offense	Reported in 2023	Reported in 2022	#Change	Percent Change	Offenses Cleared	Percent Cleared
Robbery	0	0	0	0%	0	0%
Arson	0	0	0	0%	0	0%
Extortion/Blackmail	4	0	4	0%	0	0%
Burglary/Breaking & Entering	9	10	-1	-10%	5	56%
Larceny/Theft Offenses	108	101	7	7%	33	31%
Motor Vehicle Theft	5	3	2	67%	1	20%
Counterfeiting/Forgery	21	23	-2	-9%	2	10%
Fraud Offense	107	117	-10	-9%	17	16%
Embezzlement	3	2	1	50%	1	33%
Stolen Property Offenses	4	6	-2	-33%	4	100%
Destruction Of Property	23	32	-9	-28%	3	13%
Bribery	0	0	0	0%	0	0%
Crimes Against Property Total	284	294	-10	-3%	66	23%

2023 NIBRS Report



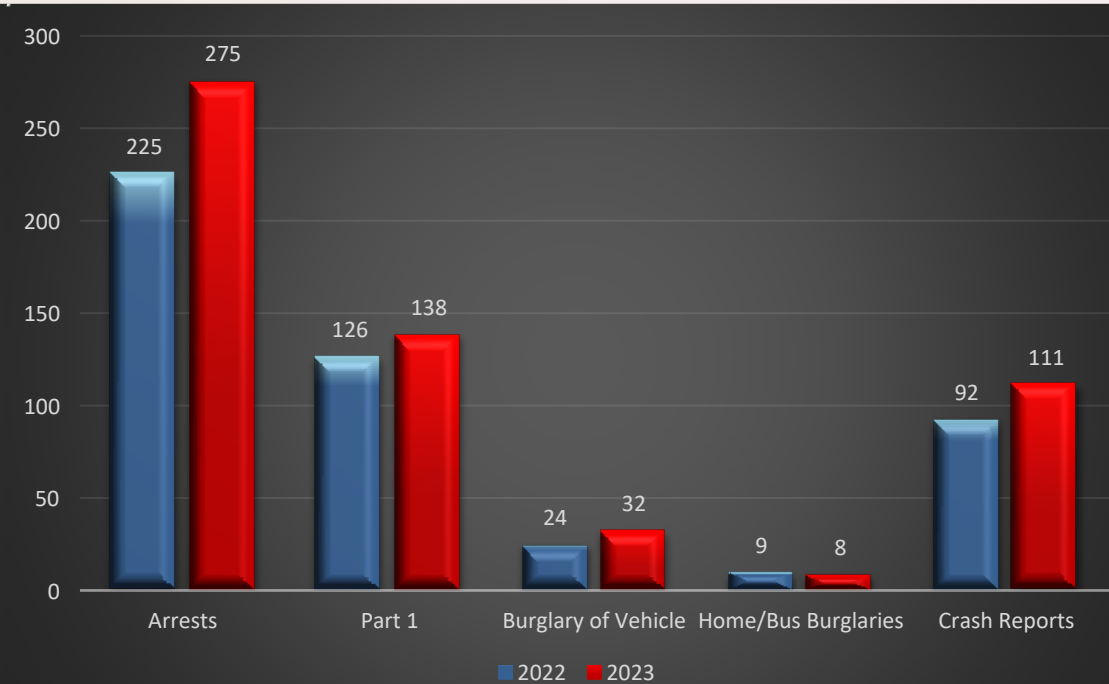
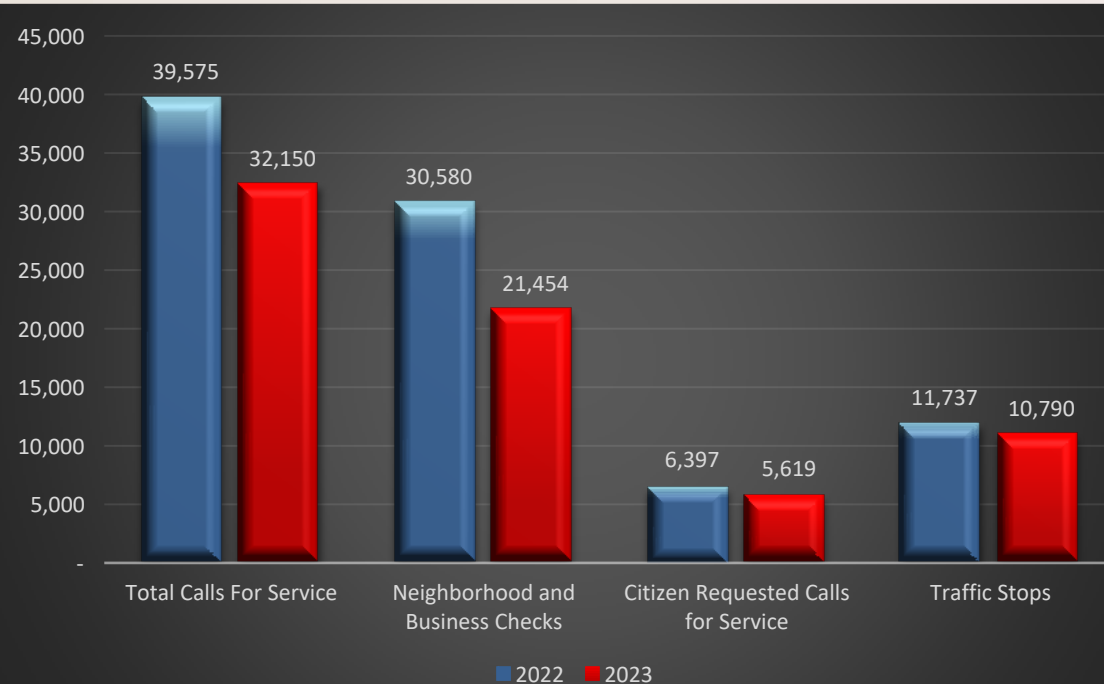
Offense	Reported in 2023	Reported in 2022	#Change	Percent Change	Offenses Cleared	Percent Cleared
Drug/Narcotic Violations	237	195	42	22%	223	94%
Drug Equipment Violations	88	84	4	5%	86	98%
Pornography/Obscene Material	4	4	0	0%	0	0%
Gambling Offenses	0	0	0	0%	0	0%
Prostitution	0	0	0	0%	0	0%
Weapons Law Violation	21	14	7	50%	21	100%
Animal Cruelty	2	0	2	0%	0	0%
Crimes Against Society Total	352	297	55	19%	330	94%
Total Group "A" Offenses	696	663	33	5%	444	64%

GROUP "B" ARRESTS											
Offense		2023 On-View Arrest	Summoned/ Cited	Taken Into Custody	Total	2022 On-View Arrest	Summoned/ Cited	Taken Into Custody	Total	# Change	% Change
90D	Driving Under the Influence	70	3	3	76	57	1	8	66	10	15%
90G	Liquor Law Violation	1	16	-	17	2	21	3	26	-9	-35%
90J	Trespass of Real Property	2	-	1	3	1	-	-	1	2	200%
90Z	All Other Offenses	19	34	16	69	17	58	5	80	-11	-14%
GROUP "B" OFFENSES - TOTAL		92	53	20	165	77	80	16	173	-8	-5%



Patrol Activity

- Total Calls for Service 39,575 to 32,150- 19% Decrease
 - Neighborhood and Business Checks 30,580 to 21,454 - 30% Decrease
 - Citizen Requested Calls for Service 6,397 to 5,619 - 12% Decrease
- Traffic Stops 11,737 to 10,790 - 8% Decrease
- Arrests 225 to 275 - 22% Increase
- Part 1 Offenses 125 to 138 - 10% increase
- Burglary of Vehicle 24 to 32 - 33% Increase
- Home/Bus Burglaries 9 to 8 - 11% Decrease
- Crash Reports 92 to 111 - 21% Increase



COLLEYVILLE POLICE DEPARTMENT CRIMINAL INVESTIGATIONS ACTIVITY 2023

In 2023, Colleyville Police Department's Criminal Investigations Division received 761 new case assignments.

On average, the investigation's division were assigned 64 new cases each month. These cases are assigned amongst the 3 detectives assigned to criminal investigations.

Annual Clearance Rate

- 43% Part 1 Clearance
 - Violent – 87% Clearance
 - Property – 38% Clearance
 - 60 out of 138 Part 1's cleared

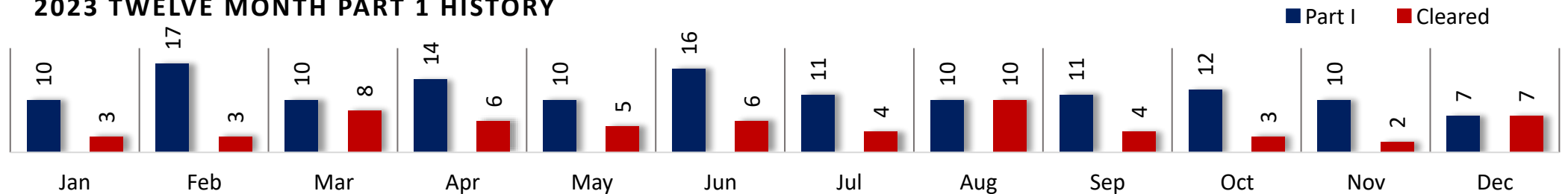
Other points of interest include:

- Submitted 2,556 investigative supplements
- Filed 349 cases
- 96.8% three day victim contact
- SIU was instrumental in the investigation into another international/multi-state fraud ring
- Detective King was assigned to the unit

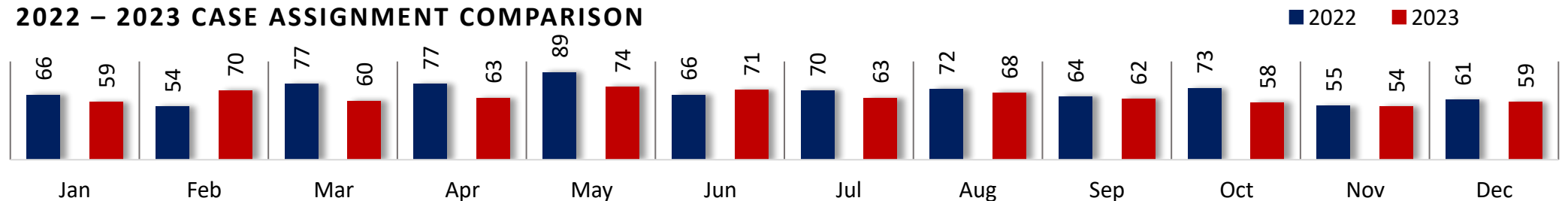
Extra Duties:

- Firearms Instructors
- Child Abduction Response Team
- Citizen and Junior Police Academy
- Sex Offender Registration and Management
- Lock Box Program
- Drug Take Back Program

2023 TWELVE MONTH PART 1 HISTORY



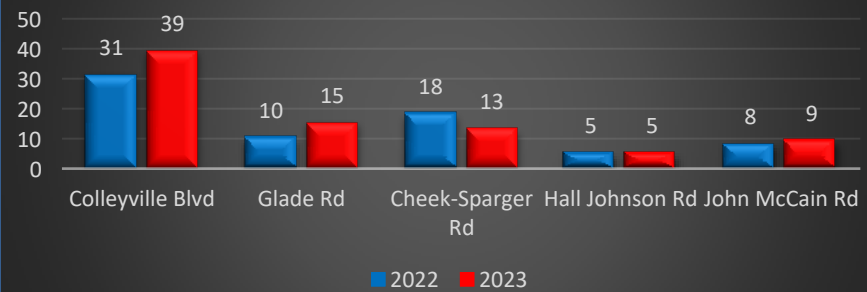
2022 – 2023 CASE ASSIGNMENT COMPARISON





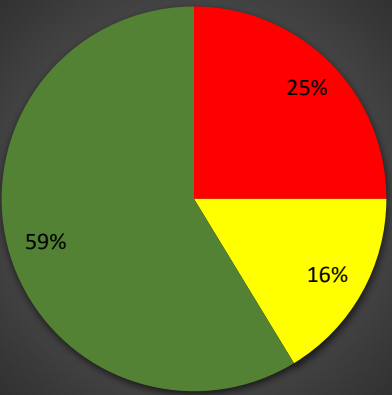
Traffic Crash Data

Top Streets



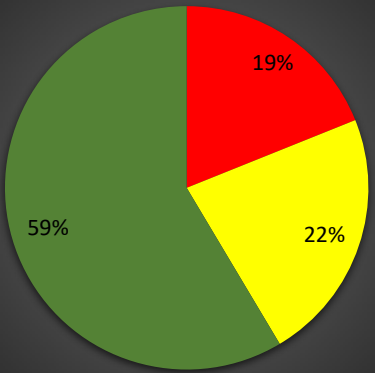
Crash Comparison	2022	2023	Difference	Change
Colleyville Blvd	31	39	8	26%
Glade Rd	10	15	5	50%
Cheek-Sparger Rd	18	13	-5	28%
Hall Johnson Rd	5	5	0	0%
John McCain Rd	8	9	1	13%
All Roads	92	111	19	21%

2022 Injuries



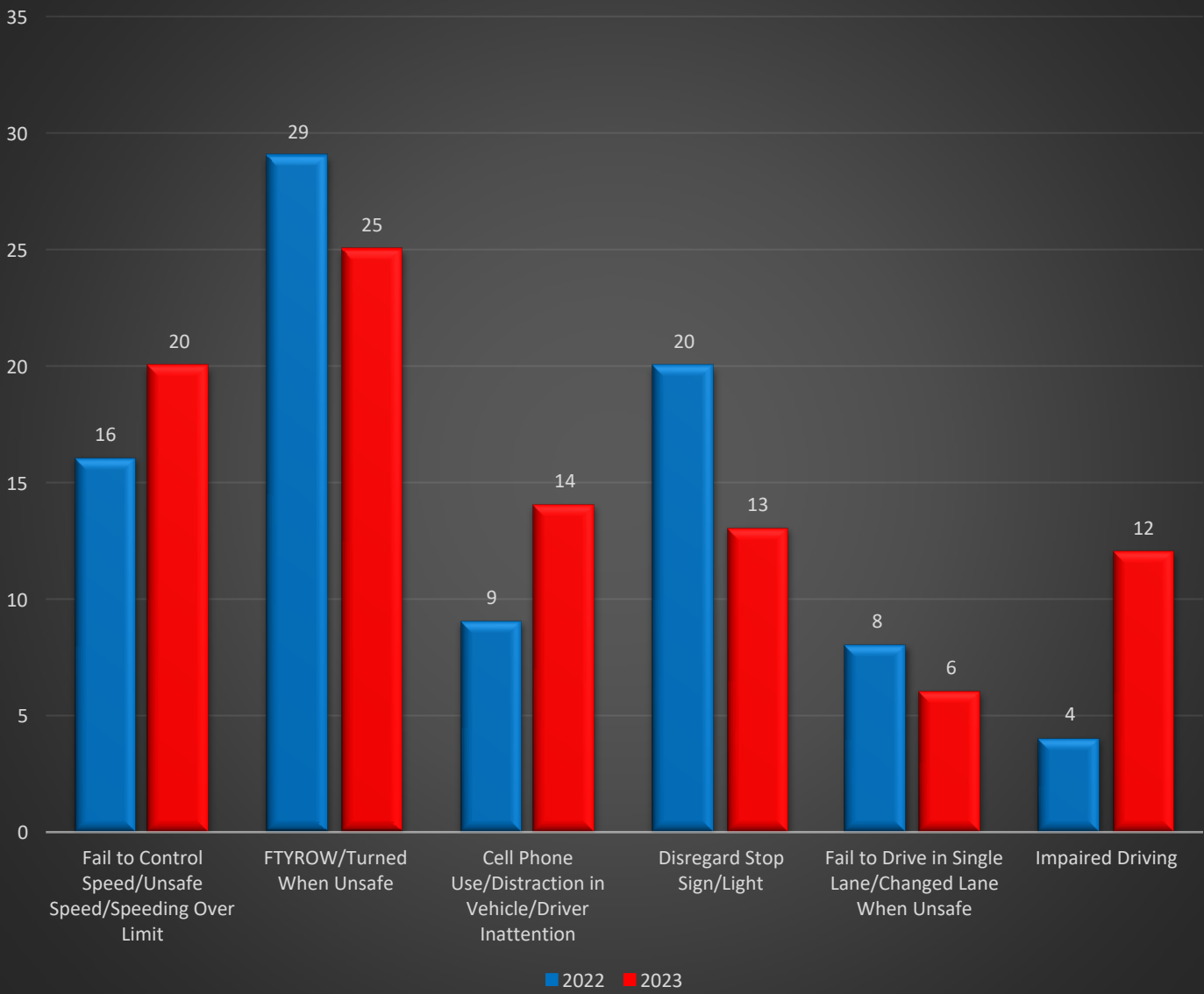
Transported Yes No

2023 Injuries



Transported Yes No

Factor Comparison



Cases of Interest



- Lifetime Fitness
 - Two suspects charged with 12 counts of Credit Card Abuse and two counts of Theft.
- Bitcoin Scam
 - Victim paid \$6,000 in bitcoin scam. Suspect account seized. Restitution is expected in the near future.
- Walmart Gift Card Scam
 - Suspects charged with multiple offenses after defrauding over 1000 victims nationwide.

CPD Achieves State Re-accreditation



- The Police Department achieved re-accreditation from the Texas Police Chiefs Association for the 3rd time in October of 2023.



School Resource Officer Update



- We actively hired School Resource Officers, both internally and externally, which successfully staffed all the new positions. As a result, every school in Colleyville within GCISD and Keller ISD now has an SRO.



Questions and Discussion?



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number WS-3

Agenda Date 2/20/2024

Type Worksession

Department City Secretary

Title

Discussion of the February 20, 2024, City Council regular agenda items



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 1

Agenda Date 2/20/2024

Type Executive Session

Department City Secretary

Title

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RESOLUTION R-24-4914

**A RESOLUTION APPROVING COUNCIL ACTION REGARDING
EXECUTIVE SESSION ITEMS AT THE REGULAR CITY COUNCIL
MEETING OF FEBRUARY 20, 2024**

WHEREAS, following discussion in Executive Session, and in full accordance with the requirements of the Open Meetings Act, the City Council determines that the following action is in the best interests of the health, safety, and welfare of the public.

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

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS ON THIS THE 20TH DAY OF FEBRUARY 2024.

Mayor Bobby Lindamood	_____	Mayor Pro Tem Callie Rigney	_____
Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 3

Agenda Date 2/20/2024

Type Announcements, Proclamations, and Presentations

Department City Secretary

Title

Proclamation in recognition of February being Career and Technical Education Month, Stephanie Speaks, GCISD Career and Technical Education Director - Mayor Bobby Lindamood

RESOLUTION R-24-4915

APPROVING CITY COUNCIL ACTION UNDER CONSENT ITEMS AT THE REGULAR CITY COUNCIL MEETING OF FEBRUARY 20, 2024

WHEREAS, City Council has taken action on certain items on the agenda under Consent Items.

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

- Sec. 1. THAT the agenda decisions approved by City Council action under Consent Items as follows are hereby adopted:
- a. Approval of the minutes of the regular City Council meeting of February 6, 2024
 - b. Approval of a Purchase and Sale Agreement between the City of Colleyville, as seller, and Big Sky Real Property #1, Inc., as buyer, for the acquisition and development of approximately 5.8856 acres of land located at 4007 Colleyville Boulevard, said land being more particularly described therein, with a purchase price of \$3,076,520.83 payable to the City upon closing; and authorizing the City Manager, or his designee, to negotiate and execute all documents incidental thereto, including all title and closing documents
 - c. Approval of the appointment of Matthew Poston to the position of Director of Finance
 - d. Approval of a construction contract with Nu-Way Construction, LLC, for the Roberts Road Phase I Rehabilitation Project, in an amount not to exceed \$836,216.20 and a contingency amount not to exceed \$180,000, and authorizing the City Manager to execute the contract
 - e. Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of various streets as identified in the agreement and authorizing the City Manager to execute the agreement
 - f. Approval of an amendment to the Construction Services Agreement with 308 Construction, LLC, amending the owner's contingency for the City Hall and Justice Center Improvement project, for an additional amount not to exceed \$41,910.83, and authorizing the City Manager to execute the amendment

- g. Approval of an amendment to the Construction Services Agreement with Fransen-Pittman Construction Co., Inc., amending the owner’s contingency for the Recreation Center Gymnasium Renovation project, for an additional amount not to exceed \$100,000.00, and authorizing the City Manager to execute the amendment

AND IT IS SO RESOLVED.

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Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor



CITY OF COLLEYVILLE CITY COUNCIL MINUTES

100 Main Street, Colleyville, Texas, 76034

TUESDAY, FEBRUARY 6, 2024

Mayor Bobby Lindamood called the Colleyville City Council Worksession to order on Tuesday, February 6, 2024, at 5:30 p.m.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Callie Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

ALSO PRESENT: City Manager Jerry Ducay, Assistant City Manager Mark Wood, Assistant City Manager Adrienne Lothery, Police Chief Michael Miller, Fire Chief Mark Cantrell, Community Development Director Ben Bryner, Parks and Recreation Director Lisa Escobedo, Community Relations and Event Specialist Hailey Waldon, City Attorney Nicole Corr, and City Secretary Christine Loven.

WS-1 Recreation Center update

Assistant City Manager Mark Wood presented this item, restating the timing of Recreation Center projects which included completion of the gym contract by the end of May 2024, roof contract completion February 2024, the irrigation and landscape design, and Glade Road fence, which are winter projects.

Manager Wood provided a recap of the projects completed by City staff and cost savings for keeping the work internal. Those projects included the Recreation Center administrative offices and lobby, classroom expansion, and nursery reconfiguration for a group exercise area. He also noted City staff has done the renovations at Annex A, which will be the permanent vote center.

For City Council consideration, Manager Wood presented gym wall options using red paint on the walls and the metalwork being black or white. He also asked Council to direct staff regarding the center court of the gym floor. The City Council chose to use the Colleyville monogram center court and the red walls with black metalwork.

Manager Wood concluded the presentation with a review of the referendum question which will be on the May 4, 2024 General Election ballot and provided an update on the construction at the Roberts Road intersection.

WS-2 Discussion of the February 6, 2024, City Council regular agenda items

There was no discussion of this item and Mayor Lindamood adjourned the Worksession at 5:50 p.m. and call the Executive Session to order.

1. EXECUTIVE SESSION - In accordance with Texas Government Code, Chapter 551, Subchapter D

Section 551.071 - Legal - Consultation with the City Attorney regarding items on the agenda or for matters in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Code

Section 551.072 - Real Estate - Deliberate the purchase, exchange, lease, or value of real property for City facilities

Section 551.074 - Personnel - deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

Section 551.087 - Economic Development - Discuss or deliberate regarding commercial or financial information the City has received from business prospects the City seeks to have locate, stay, or expand in the City and with which the City is conducting economic development negotiations; deliberate the offer of a financial or other incentive to a business prospect

There was no action taken and Mayor Lindamood adjourned Executive Session at 6:50 p.m.

Mayor Lindamood called the regular meeting of the City Council to order at 7:00 p.m. and called the roll.

ROLL CALL: Mayor Bobby Lindamood, Mayor Pro Tem Callie Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

INVOCATION: Pastor Jeff Strickland, Journey Church

PLEDGE OF ALLEGIANCE: City Attorney Nicole Corr

2. EXECUTIVE SESSION READING AND PUBLIC HEARING: CONSIDER AND TAKE ANY ACTION(S) NECESSARY RELATIVE TO ITEMS DISCUSSED IN EXECUTIVE SESSION - RESOLUTION R-24-4910

This resolution was not needed.

3. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

Mayor Lindamood and Councilmembers made announcements regarding City and community events.

4. CONSENT: READING AND PUBLIC HEARING - RESOLUTION R-24-4911

- 4a** Approval of the minutes of the regular City Council meeting of January 16, 2024
- 4b** Approval of a construction contract with BCAC Underground, LLC, for the 2024 Manhole Rehabilitation Project, in an amount not to exceed \$109,400, and a contingency amount not to exceed \$15,000, and authorizing the City Manager to execute the contract
- 4c** Approval of a Second Amendment to the Professional Services Agreement with MAS Consulting Engineers, amending the design parameters for Water Project 18: Pecan Park Water and Drainage Improvements Project Phase 2, in an amount not to exceed \$21,000, and authorizing the City Manager to execute the amendment

Mayor Lindamood read Resolution R-24-4911 in its entirety.

Public Works Director Amber Beard presented item 4b and 4c.

Mayor Lindamood opened and closed the public hearing without any speakers.

Mayor Lindamood made a motion to approve Resolution R-24-4911, seconded by Councilmember Richardson.

The motion was approved by the following vote:

Ayes: 7 – Mayor Bobby Lindamood, Mayor Pro Tem Callie Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, Ben Graves, and Chuck Kelley.

5. RESOLUTION(S): READING AND PUBLIC HEARING**5a Resolution R-24-4912**

Consideration of a replat for Lot 3A and 3B, Block 4, Western Trails Addition, being located at 512 Bandit Trail, Case PC23-011

Mayor Lindamood read Resolution R-24-4912 in its entirety.

Community Development Director Ben Bryner presented this request to replat the property into two separate lots, maintaining the R-20 zoning district.

Mayor Lindamood and Councilmember Richardson stated they preferred to see larger lots; however, the request meets the requirements of the Land Development Code.

Mayor Lindamood opened the public hearing.

Kathy Hadley, 204 Timberline Drive North, spoke in opposition to the resolution.

There were no others wishing to speak and Mayor Lindamood closed the public hearing.

Mayor Pro Tem Rigney made a motion to approve Resolution R-24-4912, seconded by Councilmember Graves.

The motion was approved by the following vote:

Ayes: 6 – Mayor Bobby Lindamood, Mayor Pro Tem Callie Rigney, and Councilmembers Brandi Elder, George Bond, Scotty Richardson, and Ben Graves.

Nays: 1 – Councilmember Chuck Kelley.

6. CITIZEN COMMENTS

Kathy Hadley, 204 Timberline Drive North, spoke regarding the lights in the medians, a desire for larger lots, and a personal property concern.

7. ACTION/RESOLUTION: DISCUSSION AND CONSIDERATION OF A RESOLUTION RATIFYING COUNCIL AGENDA ACTION FOR TUESDAY, FEBRUARY 6, 2024 - READING AND PUBLIC HEARING - RESOLUTION R-24-4913

This resolution was not needed.

8. ADJOURNMENT

There being no further business before the City Council, Mayor Lindamood adjourned the meeting without objection by the City Council at 7:28 p.m.

APPROVED BY A VOTE OF AYES, NAYS, ON THIS THE 20TH DAY OF FEBRUARY 2024.

Minutes taken and prepared by:

Christine Loven, TRMC
City Secretary



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4b

Agenda Date 2/20/2024

Number Resolution r-24-4915

Type Resolution

Department City Manager

Title

Approval of a Purchase and Sale Agreement between the City of Colleyville, as seller, and Big Sky Real Property #1, Inc., as buyer, for the acquisition and development of approximately 5.8856 acres of land located at 4007 Colleyville Boulevard, said land being more particularly described therein, with a purchase price of \$3,076,520.83 payable to the City upon closing; and authorizing the City Manager, or his designee, to negotiate and execute all documents incidental thereto, including all title and closing documents

Explanation

Reading and Public Hearing

This item provides for staff to update the City Council and seek approval of a Purchase and Sale Agreement between the City and Big Sky Real Property #1, Inc.

Financial Impact

Approval of the agreement would provide for the sale of the Southern Gateway property

Recommendation

Approve



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4c

Agenda Date 2/20/2024

Number Resolution R-24-4915

Type Resolution

Department City Manager

Title

Approval of the appointment of Matthew Poston to the position of Director of Finance

Explanation

Reading and Public Hearing

This item provides for the City Council approval of the appointment of Matthew Poston to the position of Director of Finance, as required by the City of Colleyville Charter.

Financial Impact

The Director of Finance position is provided for in the FY2024 budget.

Recommendation

Approve



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4d

Agenda Date 2/20/2024

Number Resolution R-24-4915

Type Resolution

Department Engineering

Title

Approval of a construction contract with Nu-Way Construction, LLC, for the Roberts Road Phase I Rehabilitation Project, in an amount not to exceed \$836,216.20 and a contingency amount not to exceed \$180,000, and authorizing the City Manager to execute the contract

Explanation

Reading and Public Hearing

On September 19, 2023, the City Council approved Resolution R-23-4876, adopting the Capital Improvement Program (CIP) Fiscal Year 2024-2028. The CIP includes \$650,000 for Phase I of the Roberts Road project.

Phase I of the Roberts Road project includes intersection improvements at the intersection of Glade Road. These improvements include the westbound right turn lane on Glade Road, the turn lane and reconstructed pavement, water, and sewer on Roberts between Glade and the northern church driveway, and the church driveway and parking lot improvements.

Public notification of the invitation for bids was advertised in the *Fort Worth Star-Telegram* on January 7, 14, 21, 28, and February 4, 2024. The notice to bidders and bid packet were posted on CivCast for free downloading and distributed to the Dodge Lead Center, BlueBook Building and Construction Network, and Construct Connect, which includes ISqFt, CMD, CDC, and Bid Clerk. Additionally, staff directly notified a list of local contractors who may be interested in the bid opportunity. The project had 113 plan holders, of which 41 were general contractors, 32 sub-contractors, 22 suppliers, 8 others, 4 plan rooms, 3 engineers, 2 manufacturers, and 1 student.

The City received six sealed bids, which were opened and publicly read aloud on February 6, 2024.

Financial Impact

The funding source for this project is the Capital Utility Fund.
Form 1295 - Acknowledged by City

Recommendation

Approve

Attachments

1. Construction Services Agreement
2. Bid Tabulation
3. Form 1295

CONSTRUCTION SERVICES AGREEMENT
ROBERTS ROAD PHASE 1
(Bid #ENG-2024-007)

This CONSTRUCTION SERVICES AGREEMENT ("Agreement") is made as of the Effective Date by and between **Nu-Way Construction, LLC**, a Texas Limited Liability Company, hereinafter called "Contractor", and the **City of Colleyville, Texas**, hereinafter called "City".

RECITALS

WHEREAS, City desires Contractor to perform certain work and services set forth in Section 1, below; and

WHEREAS, Contractor has expressed a willingness to perform said work and services, hereinafter referred to only as "services", specified in the Contract Documents and Section 1 of this Agreement.

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

Section 1. Scope of Services

Upon issuance of a written notice to proceed by City, Contractor agrees to provide to City the necessary services, labor, materials, equipment, and supplies to perform the Roberts Road Phase 1 (the "Project"), such services being more fully described herein and pursuant to the plans and specifications identified in the Contract Documents (defined below).

Section 2. Term of Agreement

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 and has been paid in full by City, unless sooner terminated in conformance with this Agreement.

Section 3. Contract Documents

- (a) This Agreement is a part of the "Contract Documents", which include:
- (1) This Agreement, including all exhibits and addenda hereto;
 - (2) City's plans, specifications, and all other contract documents for the Project contained in City's Bid #ENG-2024-007;
 - (3) City's written notice(s) to proceed to the Contractor;
 - (4) Properly authorized change orders;
 - (5) Contractor's Bid Proposal ("Proposal" and/or "Response"); and
 - (6) Any other materials distributed by the City that relate to the Project.

In the event there exists a conflict between any term, provision, and/or interpretation of the Contract Documents, the documents shall take precedent and control in the order listed above in this section (which shall supersede any conflicting provision concerning priority of contract documents contained in the Bid Packet). If discrepancies are found that may impact Contractor's performance of the services for the Project, it shall be the Contractor's obligation to seek clarification as to which requirements or provisions control before undertaking any work on that component of the Project. Should the Contractor fail or refuse to seek a clarification of such conflicting or inconsistent requirements or provisions prior to any work on that component of the Project, the Contractor shall be solely responsible for the costs and expenses - including additional time - necessary to cure, repair and/or correct that component of the Project.

Section 4. Contractor Obligations

(a) Performance of Services. 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 with the prior written approval of City. The cost of such personnel and assistance shall be a reimbursable expense to Contractor only if authorized in writing in advance by City. Unless otherwise agreed, Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the Project.

(b) Quality Materials. Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all materials, construction, installation and other services furnished by Contractor under this Agreement. Unless otherwise specified in writing by City, all materials shall be new and both workmanship and materials shall be of a good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in the Contract Documents that, so applied, have well known, technical or trade meaning shall be held to refer to such recognized standards. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the installation and construction of the Project components to conform as shown in the Project drawings and specifications.

(c) Additional Services. All minor details of the work not specifically mentioned in the Contract Documents but obviously necessary for the proper completion of the work, such as the proper connection of new work to old, shall be considered as incidental to and a part of the work for which the prices are set forth in this Agreement. Contractor will not be entitled to any additional compensation therefor unless specifically stated otherwise. Should City require additional services not included under this Agreement, Contractor shall make reasonable effort 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. The terms "extra work" and "additional services" as used in this Agreement shall be understood to mean and include all work that may be required by City to be done by Contractor to accomplish any alteration or addition to the work as shown on the Project plans and drawings. It is agreed that Contractor shall perform all extra work under the direction of the City's representative when presented with a written work/change order signed by the City's representative, subject, however, to the right of Contractor to require written confirmation of such extra work order by City. No claims for extra services, additional services or changes in the services whatsoever, including any change in pricing or time for performance related to the services will be made by Contractor without first obtaining the City's written agreement and approval of a work/change order reflecting the same.

(d) Independent Contractor. It is understood and agreed by and between the parties that Contractor, while performing under this Agreement, is acting independently, and that City assumes no responsibility or liabilities to any third party in connection with Contractor's acts or omissions. 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 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. There is no intended third-party beneficiary to this Agreement.

(e) Inspection of Records. Contractor grants City and its designees the right to audit, examine, or inspect, at City's election, all of Contractor's Records relating to the performance of services under this Agreement, during the term of the Agreement and any retention period herein. City's audit, examination, or inspection of Contractor's Records may be performed by a City designee, which may include its internal auditors or an outside representative engaged by City. Contractor agrees to retain Contractor's Records for

a minimum of four (4) years following termination of the Agreement, unless there is an ongoing dispute under the contract; then, such retention period shall extend until final resolution of the dispute. "Contractor's Records" shall include any and all information, materials and data of every kind and character generated as a result of the services under this Agreement. City agrees that it will exercise its right to audit, examine or inspect Contractor's Records only during regular business hours unless City has provided advance written notice of an alternate time. Contractor agrees to allow City and its designees access to all of Contractor's Records, Contractor's facilities and the current or former employees of Contractor, deemed necessary by City or its designee(s), to perform such audit, inspection, or examination.

(f) Certification of No Conflicts. Contractor hereby warrants to the City that Contractor has made full disclosure in writing of any existing or potential conflicts of interest related to Contractor's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Contractor hereby agrees immediately to make full disclosure to the City in writing.

(g) No Waiver of City's Rights. Neither City's review, approval or acceptance of, nor payment for any of the materials or 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 Contractor shall be and remain liable to City in accordance with applicable law for all damages to City caused by Contractor's negligent performance of any of the services furnished under this Agreement.

(h) Rights-of-Access. City will endeavor to provide such rights of access on any project site as may be reasonably necessary for Contractor to perform any required preliminary site studies, surveys, tests, or other necessary investigations prior to mobilization for the Project. Contractor will take all necessary and reasonable precautions to minimize damage to all personal and real property in the performance of such surveys, tests, studies and investigations.

(i) Storm Water Management. When performing or delivering services at or upon any property owned, leased, or managed by the City, or in performance of any services or other acts on behalf of, or at the direction of the City (regardless of location), Contractor shall at all times comply with (i) the City's Storm Water Management and Discharge Control provisions codified in Chapter 42 of the Colleyville Municipal Code, as amended, (ii) all applicable Minimum Best Management Practice requirements, as defined by the Texas Commission on Environmental Quality, and (iii) any Storm Water Pollution Prevention Plan (SWPPP) applicable to the worksite. Regardless of the applicability of the foregoing regulations, CONTRACTOR SHALL AT ALL TIMES BE RESPONSIBLE FOR IMPLEMENTING SUCH CONTROLS AS MAY BE REASONABLY NECESSARY TO MINIMIZE ANY NEGATIVE IMPACT TO THE STORM WATER COLLECTION SYSTEM OR ENVIRONMENT AND SHALL FOLLOW ALL STATE AND LOCAL ILLICIT DISCHARGE REPORTING PROCEDURES IN THE EVENT OF AN OCCURRENCE OR DISCHARGE.

(j) Compliance with Laws. Contractor shall comply with all laws, ordinances, rules, policies, orders, directives, and other regulations governing Contractor's performance of this Agreement.

Section 5. Payment

(a) Compensation. City agrees to pay Contractor for all services authorized in writing and properly performed by Contractor in a total amount not to exceed ONE MILLION, SIXTEEN THOUSAND, TWO HUNDRED AND SIXTEEN DOLLARS AND TWENTY CENTS (\$1,016,216.20) ("Contract Price"), subject to additions or deletions for change orders and/or extra work agreed upon in writing.

(b) Method of Payment. Unless otherwise agreed by the parties in writing, payment to Contractor shall be monthly based on a monthly progress report and detailed monthly itemized statement

for services submitted by Contractor that shows the names of the Contractor's employees, agents, or subcontractors performing the services, the time worked, the actual services performed, and the rates charged for such services, in a form acceptable to City. City shall pay such monthly statements within thirty (30) days after receipt of a completed submission and City's verification of the services performed.

(c) Schedule of Values and Application for Payment. City may deduct from any amounts due or to become due to Contractor any sum or sums owing by Contractor to City. In the event of any breach by Contractor of any provision or obligation of this Agreement, or in the event of the assertion by any third-party of a claim or lien against City, or the City's premises, arising out of Contractor's performance under this Agreement, City shall have the right to retain out of any payments due or to become due to Contractor an amount sufficient to completely protect the City from any and all loss, damage or expense therefrom, until the breach, claim, or lien has been satisfactorily remedied by Contractor. Additionally, City may, on account of subsequently discovered evidence, withhold the whole or part of any payment to such extent as may be necessary to protect itself from loss on account of:

- (1) defective work not remedied;
- (2) claims filed or reasonable evidence indicating possible filing of claims;
- (3) failure of Contractor to make payments promptly to subcontractors or for material or labor which City may pay as an agent for the Contractor; or
- (4) damages to another contractor or subcontractor.

When the above grounds are removed, or Contractor provides a letter of credit, or similar guaranty satisfactory to City (to be determined in City's sole discretion) which will protect City in the amount withheld because of said grounds, City will release the amounts withheld.

Section 6. Performance Schedule

(a) Time for Performance. Contractor shall perform all services as provided for under this Agreement in a proper, efficient, timely, and professional manner in accordance with City's requirements. The time for performance under this Agreement is ninety (90) calendar days. Accordingly, Contractor shall complete all work related to the Project on or before ninety (90) calendar days following the date of City's written notice to proceed to Contractor.

(b) Extensions; Written Request Required. No allowance of any extension of time, for any cause whatever (including an event of Force Majeure), shall be claimed by or granted to Contractor, unless (i) Contractor shall have made written request to City for such extension within forty-eight (48) hours after the cause for such extension occurred, and (ii) City and Contractor have agreed in writing that such additional time shall be granted. As used in this section, the term "Force Majeure" shall mean that Contractor's performance of the services under this Agreement is prevented or delayed, in whole or in part, to such an extent that Contractor would not be able to complete the services (or any partial component thereof) within the time for performance set forth herein by reason of or through work strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, court judgment, act of God, pandemic, or other specific cause reasonably beyond Contractor's control and not attributable to its malfeasance, neglect or nonfeasance. Should Contractor timely request an extension of time due to an event of force majeure under this section, City and Contractor may agree in writing to suspended Contractor's performance until such disability to perform (other than a payment obligation) is removed; provided, that Contractor shall use commercially reasonable efforts to remove any such causes and resume performance of the services under this Agreement as soon as reasonably practicable.

(c) Costs of Delay. Contractor understands and agrees that time is of the essence of this contract, and that for each day of delay beyond the number of calendar days agreed upon for the completion of the work herein specified and contracted for (after due allowance for such extension of time as may

otherwise be provided for extension of time herein), the Owner may withhold permanently from the Contract Price an amount equal to \$1,500.00 per day, which the parties agree represents a reasonable estimation of the actual costs that would be incurred by the City in the event of such delay. In the event Contractor's performance under this Agreement is delayed or interfered with, regardless of reason, Contractor shall not be entitled to any increase in fee or price, or to damages or additional compensation as a consequence of such delays.

Section 7. Ownership of Project; Bill of Sale; No Liens

(a) Title of Ownership. Contractor warrants that title to all services, including all equipment and materials incorporated into the Project, will pass to City no later than the time of final payment. Contractor further warrants that upon payment by City, all services for which payments have been received from City shall be free and clear of liens, claims, security interests or other encumbrances in favor of Contractor or any other person or entity whatsoever.

(b) Assignment; Bill of Sale. Contractor agrees, no later than the time of completion of the Project, to assign to City all manufacturer's warranties relating to equipment, materials and labor used in the Project and further agrees it will at all times perform the services in a manner that will, to the greatest extent possible, preserve all manufacturer's warranties. If necessary as a matter of law, Contractor may retain the right to enforce directly any such manufacturers' warranties during the one year period following the date of acceptance of the Project by City; provided, that City's rights related to the same shall not be subordinate to Contractor's enforcement rights.

CONTRACTOR AGREES TO INDEMNIFY, DEFEND, AND SAVE CITY HARMLESS FROM ALL CLAIMS RELATED TO ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIALMEN, AND SUPPLIERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS, ALL SUPPLIES ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT. CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS DESCRIBED HEREIN HAVE BEEN PAID, DISCHARGED OR WAIVED UPON CITY'S WRITTEN REQUEST.

Section 8. Default; Termination; Abandonment

(a) Default; Notice to Cure. A party shall be deemed in default under this Agreement if the party is in breach of a material provision of this Agreement and said breach is not cured within ten (10) days written notice of default by the other party. In the event the breaching party has notified the other party in writing that it is diligently working to cure the breach and has provided reasonable evidence in support of the same, the breaching party shall not be deemed in default until the thirtieth (30th) day following the non-breaching party's notice of default.

(b) Default by Contractor. In addition to default under Section 7(a) above, Should Contractor fail to comply with any term or condition this Agreement applicable to Contractor, or become disabled and unable to comply with any provisions of this Agreement related to the quality or character of the services or time of performance, Contractor shall be deemed in default of this Agreement. If such default is not corrected within ten (10) days after written notice by City to Contractor, City may, at its sole discretion and without prejudice to any other right or remedy:

- (1) terminate this Agreement and be relieved of any further payment or consideration to Contractor except for all services determined by City to be satisfactorily completed prior to such termination. Payment for work satisfactorily completed shall be for actual costs incurred and non-refundable, including reasonable salaries and travel expenses of Contractor to and from meetings called by City at which Contractor is required to attend, but shall not include any loss of profit of Contractor. City may further proceed to complete

the services in any manner deemed proper by City, either by the use of its own forces or by resubletting to others; or

- (2) 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 Contractor's sole expense.

(b) Suspension or Termination by City. City may suspend or terminate this Agreement for cause or without cause at any time by giving written notice to Contractor. In the event suspension or termination is without cause, payment to Contractor, in accordance with the terms of this Agreement, will be made based on services reasonably determined by City to be satisfactorily performed as of the date of suspension or termination. Such payment will become payable upon delivery of all instruments of service to City and City's acceptance of the same. If City requires a modification of the services under this Agreement, and in the event City and Contractor fail to agree upon such modification(s), City shall have the option of terminating this Agreement and Contractor's services hereunder at no additional cost other than the payment to Contractor in accordance with the terms of this Agreement for the services reasonably determined by City to be properly performed prior to such termination date.

(c) Abandonment. If Contractor should abandon and fail or refuse to resume work within ten (10) days after written notification from the City, or if Contractor fails to timely comply with the orders of the City, when such orders are consistent with the Contract Documents, then, and in that case, where a performance bond(s) exists, the surety on the bond(s) may be notified in writing by City and directed to complete the work (at City's sole discretion), and a copy of said notice shall be delivered to Contractor. After receiving said notice of abandonment, Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the City or the surety on the performance bond, or another Contractor in completion of the work; and Contractor shall not receive any rental or credit therefor, having hereby acknowledged that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement. In the event a surety fails to comply with City's written notice provided for herein, then the City may provide for completion of the work in either of the following elective manners:

- (1) the City may employ such labor and use such machinery, equipment, tools, materials and supplies as said City may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to Contractor, which shall be deducted and paid by City out of such amounts as may be due, or that may thereafter at any time become due to the Contractor under this Agreement. In case such expense is less than the sum which would have been payable under this Agreement if the same had been completed by the Contractor, then Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this Agreement if the same had been completed by said Contractor, then the Contractor and/or its surety (ies) shall pay the amount of such excess to the City; or
- (2) the City may (under sealed bids when and in the manner required by law) let the contract to another Contractor for the completion of the work under substantially the same terms and conditions which are provided in this Agreement. In the case of any increase in cost to the City under the new contract as compared to what would have been the cost under this Agreement, such increase shall be charged to the Contractor and its surety (ies) shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Agreement, the Contractor and/or its surety (ies) shall be credited therewith.

(d) Remedies Cumulative. The remedies in this section are cumulative and nothing herein shall be deemed a waiver of any other remedy available to the City under this Agreement, including its remedies upon default provided herein above.

Section 9. Insurance

Contractor shall during the term hereof maintain in full force and effect all policies of insurance reasonably required by City and in compliance with the Contract Documents. Contractor's obligation to provide acceptable certificates of insurance is a material condition of this Agreement, and services under this Agreement shall not commence until certificates of insurance have been received, reviewed, and accepted by City. The minimum coverages and limits of liability for the policies of insurance required under this Agreement are maintained by and accessible through the City's purchasing department.

Section 10. Indemnification

(a) Release of liability. 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 CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR HEREBY WAIVES ALL CLAIMS AGAINST CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, OR AGENTS (COLLECTIVELY REFERRED TO IN THIS SECTION AS "CITY") FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE (OTHER THAN THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL WAIVE ALL CLAIMS TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

(b) Contractor's Indemnity Obligation. CONTRACTOR AGREES TO INDEMNIFY AND SAVE HARMLESS CITY 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 CONTRACTOR'S PERFORMANCE OF SERVICES 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, IN WHOLE OR IN PART, FROM OR ARE ATTRIBUTED TO THE GROSS NEGLIGENCE OF CITY, IN WHICH CASE CONTRACTOR SHALL INDEMNIFY CITY ONLY TO THE EXTENT OR PROPORTION OF NEGLIGENCE ATTRIBUTED TO CONTRACTOR AND/OR ITS OFFICERS, DIRECTORS, SERVANTS, EMPLOYEES, REPRESENTATIVES, CONSULTANTS, LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS AS DETERMINED BY A COURT OR OTHER FORUM OF COMPETENT JURISDICTION).

(c) Notice of Claim(s). Contractor shall promptly advise City in writing of any claim or demand against the City, related to or arising out of Contractor's acts or omissions under this Agreement and shall see to the investigation and defense of such claims or demand at Contractor's sole cost and expense; provided, that City, at its option and at its own expense, may participate in such defense without relieving Contractor of any of its obligations hereunder.

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. THE PROVISIONS OF THIS SECTION 10 SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Section 11. Notice

All notices required by this Agreement shall be in writing and addressed to the parties at the addresses set forth on the signature page(s) of this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by (a) personal delivery, (b) certified or registered mail (in each case, return receipt requested, postage prepaid), (c) nationally recognized overnight courier (with all fees pre-paid), or (d) email of a pdf document containing the required notice. Such notice or document shall be deemed to be delivered or given, whether actually received or not, (i) when received if delivered or given in person, (ii) if sent by United States mail, three (3) business days after being deposited in the United States mail as set forth above, (iii) on the next business day after the day the notice or document is provided to a nationally recognized carrier to be delivered as set forth above, or (iv) if sent by email, the next business day. A confirmation of delivery report which reflects the time that the email was delivered to the recipient's last notified email address is prima facie evidence of its receipt by the recipient, unless the sender receives a delivery failure notification, indicating that the email has not been delivered to the recipient.

Section 12. Sales and Use Taxes

Contractor understands and acknowledges that City is a governmental entity and exempt from the payment of sales and use taxes for certain materials and equipment conveyed to City as part of this Project or otherwise incorporated into the Project. City agrees to provide Contractor such documentation as may otherwise be required by state law to allow Contractor to avoid payment of sales and uses taxes for materials and equipment with respect to the Project to the extent allowed by law.

Section 13. Texas Government Code Verifications

Contractor's execution of this Agreement shall serve as its acknowledgement and written verification that: (i) the requirements of Subchapter J, Chapter 552, Government Code, apply to this Agreement and Contractor agrees that the Agreement can be terminated if Contractor knowingly or intentionally fails to comply with a requirement of that subchapter; (ii) pursuant to Texas Government Code Chapter 2270, that Contractor's organization does not presently boycott Israel and will not boycott Israel during the term of this Agreement; (iii) pursuant to Texas Government Code Chapter 2251, that Contractor's organization does not currently discriminate against firearm and ammunition industries and will not for the term of the contract; and (iv) pursuant to Texas Government Code Code 2276, that the Contractor's organization does not currently boycott energy companies and will not for the term of the contract. Discriminating means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with the firearm or ammunition industry or with a person or entity doing business in the firearm or ammunition industry, but does not include an action made for ordinary business purposes.

Section 14. Miscellaneous

(a) Contractor shall not assign or sublet this Agreement, in whole or in part, without the prior written consent of City. (b) Contractor shall comply with all federal, state, county and municipal laws, ordinances, resolutions, regulations, rules, policies, orders, and directives applicable to the services under this Agreement. (c) 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 courts of Tarrant County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said courts. (d) 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. (e) The exhibits attached hereto, if any, are incorporated herein and made a part hereof for all purposes. (f) Unless expressly provided otherwise herein, this Agreement may only be modified, amended, supplemented or waived by a mutual written agreement of the parties. (g) 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. (h) 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. (i) 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. (j) Each party represents that it has full capacity and authority to grant all rights and assume all obligations granted and assumed under this Agreement. (k) 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.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY –
SIGNATURES ON FOLLOWING PAGE(S)]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

For City: CITY OF COLLEYVILLE, TEXAS By: _____ Jerry Ducay City Manager Date: _____	For Contractor: NU-WAY CONSTRUCTION, LLC By: _____ Brandy Woehrle President Date: _____
<u>Notice Address:</u> City of Colleyville Attn: City Manager 100 Main Street, 3rd Floor City of Colleyville, Texas 76034 E: jducay@colleyville.com ATTEST: By: _____ Christine Loven City Secretary Date: _____	<u>Notice Address:</u> Nu-Way Construction, LLC Attn: Brandy Woehrle, President 1209 Cantrell Sansom Rd ste 401 Blue Mound, Texas 76131 E: brandy@nu-wayconstruction.net

GovDox Colleyville Contract ID:
CSA_ED_February 20, 2024_Rev20230112

City of Colleyville Roberts Road - Phase 1

Bid Tabulation ID: ENG-2024-007

Item	Description	Unit	Quantity	Nu-Way Construction, LLC		Apple Pavement Services		David-Tehoungue Ltd Co		GRod construction, LLC.		King George Traffic Solutions		McClendon Const Co Inc	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
Roadway															
1	Mobilization and Bonds (Maximum 5% of Total Bid)	LS	1.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$41,000.00	\$41,000.00	\$61,000.00	\$61,000.00	\$55,000.00	\$55,000.00	\$49,500.00	\$49,500.00
2	Right-Of-Way Preparation	LS	1.00	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$45,000.00	\$45,000.00	\$6,860.80	\$6,860.80	\$35,250.00	\$35,250.00
3	Remove Existing Asphalt Pavement	SY	970.00	\$13.00	\$12,610.00	\$22.00	\$21,340.00	\$35.00	\$33,950.00	\$10.00	\$9,700.00	\$30.57	\$29,652.90	\$23.00	\$22,310.00
4	Remove Existing Concrete Pavement	SY	360.00	\$13.00	\$4,680.00	\$25.00	\$9,000.00	\$35.00	\$12,600.00	\$34.00	\$12,240.00	\$29.64	\$10,670.40	\$27.00	\$9,720.00
5	Remove Existing Concrete Sidewalk	SY	445.00	\$13.00	\$5,785.00	\$20.00	\$8,900.00	\$40.00	\$17,800.00	\$34.00	\$15,130.00	\$26.89	\$11,966.05	\$18.00	\$8,010.00
6	Remove Existing Stone Walls	LS	1.00	\$25,000.00	\$25,000.00	\$3,500.00	\$3,500.00	\$8,000.00	\$8,000.00	\$2,500.00	\$2,500.00	\$5,497.61	\$5,497.61	\$6,850.00	\$6,850.00
7	Roadway Excavation	CY	750.00	\$45.00	\$33,750.00	\$40.00	\$30,000.00	\$45.00	\$33,750.00	\$37.00	\$27,750.00	\$17.80	\$13,350.00	\$110.00	\$82,500.00
8	Compacted Roadway Fill and Embankment	CY	100.00	\$150.00	\$15,000.00	\$40.00	\$4,000.00	\$85.00	\$8,500.00	\$50.00	\$5,000.00	\$109.12	\$10,912.00	\$20.00	\$2,000.00
9	Detours and Barricades	MO	3.00	\$4,000.00	\$12,000.00	\$5,000.00	\$15,000.00	\$6,800.00	\$20,400.00	\$5,000.00	\$15,000.00	\$1,493.76	\$4,481.28	\$9,450.00	\$28,350.00
10	Portable Changeable Message Signs (2)	LS	1.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$4,500.00	\$4,500.00	\$20,500.00	\$20,500.00	\$1,347.26	\$1,347.26	\$5,750.00	\$5,750.00
11	4" Topsoil	SY	800.00	\$9.00	\$7,200.00	\$25.00	\$20,000.00	\$18.00	\$14,400.00	\$6.00	\$4,800.00	\$27.19	\$21,752.00	\$5.00	\$4,000.00
12	Sodding/Turfgrass Planting (Block Sod)	SY	800.00	\$9.00	\$7,200.00	\$25.00	\$20,000.00	\$18.00	\$14,400.00	\$13.00	\$10,400.00	\$10.42	\$8,336.00	\$7.50	\$6,000.00
13	Irrigation Contingency	LS	1.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
14	7" Reinforced Concrete Pavement (Jointed)	SY	1,435.00	\$75.00	\$107,625.00	\$110.00	\$157,850.00	\$135.00	\$193,725.00	\$104.00	\$149,240.00	\$123.49	\$177,208.15	\$114.50	\$164,307.50
15	6" Lime Treated Subgrade	SY	1,050.00	\$7.00	\$7,350.00	\$15.00	\$15,750.00	\$18.00	\$18,900.00	\$25.00	\$26,250.00	\$11.26	\$11,823.00	\$14.50	\$15,225.00
16	8" Lime Treated Subgrade	SY	1,670.00	\$9.00	\$15,030.00	\$12.00	\$20,040.00	\$20.00	\$33,400.00	\$30.00	\$50,100.00	\$14.07	\$23,496.90	\$15.00	\$25,050.00
17	Hydrated Lime (36lb/sy for 8"; 27lb/sy for 6")	TON	50.00	\$375.00	\$18,750.00	\$300.00	\$15,000.00	\$330.00	\$16,500.00	\$345.00	\$17,250.00	\$144.89	\$7,244.50	\$500.00	\$25,000.00
18	6" Flexible Base	SY	1,000.00	\$55.00	\$55,000.00	\$35.00	\$35,000.00	\$18.00	\$18,000.00	\$39.00	\$39,000.00	\$26.05	\$26,050.00	\$30.50	\$30,500.00

Item	Description	Unit	Quantity	Nu-Way Construction, LLC		Apple Pavement Services		David-Tehoungue Ltd Co		GRod construction, LLC.		King George Traffic Solutions		McClendon Const Co Inc	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
19	Hot Mix Asphaltic Concrete (HMAC) Type "D" (2" Thick)	TON	110.00	\$190.00	\$20,900.00	\$250.00	\$27,500.00	\$260.00	\$28,600.00	\$250.00	\$27,500.00	\$674.82	\$74,230.20	\$350.00	\$38,500.00
20	6" Concrete Curb (Monolithic)	LF	740.00	\$17.00	\$12,580.00	\$15.00	\$11,100.00	\$18.00	\$13,320.00	\$7.00	\$5,180.00	\$74.18	\$54,893.20	\$15.00	\$11,100.00
21	6" Concrete Curb & Gutter	LF	20.00	\$27.00	\$540.00	\$26.00	\$520.00	\$60.00	\$1,200.00	\$75.00	\$1,500.00	\$201.45	\$4,029.00	\$75.00	\$1,500.00
22	6" Concrete Driveway (Commercial) (High Early Strength)	SY	190.00	\$80.00	\$15,200.00	\$105.00	\$19,950.00	\$120.00	\$22,800.00	\$120.00	\$22,800.00	\$71.29	\$13,545.10	\$180.00	\$34,200.00
23	6" Reinforced Concrete Riprap	CY	1.00	\$500.00	\$500.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$2,902.29	\$2,902.29	\$2,450.00	\$2,450.00
24	5" Concrete Sidewalk	SY	420.00	\$63.00	\$26,460.00	\$75.00	\$31,500.00	\$120.00	\$50,400.00	\$77.00	\$32,340.00	\$142.50	\$59,850.00	\$120.00	\$50,400.00
25	Concrete Walls	SF	600.00	\$45.00	\$27,000.00	\$55.00	\$33,000.00	\$10.00	\$6,000.00	\$109.00	\$65,400.00	\$75.99	\$45,594.00	\$49.00	\$29,400.00
26	Curb Ramp (Type 7)	EA	2.00	\$3,500.00	\$7,000.00	\$3,000.00	\$6,000.00	\$1,500.00	\$3,000.00	\$2,200.00	\$4,400.00	\$3,166.24	\$6,332.48	\$4,950.00	\$9,900.00
27	Sign and Post Assembly	EA	3.00	\$500.00	\$1,500.00	\$1,200.00	\$3,600.00	\$4,500.00	\$13,500.00	\$750.00	\$2,250.00	\$130.26	\$390.78	\$650.00	\$1,950.00
28	Relocate Roadway Sign	EA	2.00	\$50.00	\$100.00	\$500.00	\$1,000.00	\$450.00	\$900.00	\$550.00	\$1,100.00	\$2,305.66	\$4,611.32	\$500.00	\$1,000.00
29	Relocate Existing Church Sign and Restore Electrical Service	LS	1.00	\$15,000.00	\$15,000.00	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$8,000.00	\$8,000.00	\$4,611.31	\$4,611.31	\$9,950.00	\$9,950.00
30	Relocate Storage Buildings (2)	LS	1.00	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$2,946.10	\$2,946.10	\$10,750.00	\$10,750.00
31	12' Pipe Gates (2)	LS	1.00	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00	\$5,210.54	\$5,210.54	\$2,500.00	\$2,500.00
32	Remove Mailbox and Install New Mailbox	EA	1.00	\$2,500.00	\$2,500.00	\$450.00	\$450.00	\$2,500.00	\$2,500.00	\$650.00	\$650.00	\$1,765.14	\$1,765.14	\$500.00	\$500.00
33	REFL PAV MRK TY I (W)4"(SLD)(0 60MIL)	LF	180.00	\$3.40	\$612.00	\$2.00	\$360.00	\$15.00	\$2,700.00	\$2.50	\$450.00	\$1.61	\$289.80	\$1.50	\$270.00
34	REFL PAV MRK TY I (W)8"(SLD)(1 00MIL)	LF	295.00	\$4.50	\$1,327.50	\$3.00	\$885.00	\$17.00	\$5,015.00	\$5.00	\$1,475.00	\$2.42	\$713.90	\$3.50	\$1,032.50
35	REFL PAV MRK TY I (W)24"(SLD)(1 00MIL)	LF	105.00	\$13.00	\$1,365.00	\$5.00	\$525.00	\$25.00	\$2,625.00	\$16.00	\$1,680.00	\$17.94	\$1,883.70	\$13.00	\$1,365.00
36	REFL PAV MRK TY I (Y)4"(SLD)(10 0MIL)	LF	606.00	\$3.40	\$2,060.40	\$3.00	\$1,818.00	\$8.00	\$4,848.00	\$2.10	\$1,272.60	\$1.79	\$1,084.74	\$1.50	\$909.00

Item	Description	Unit	Quantity	Nu-Way Construction, LLC		Apple Pavement Services		David-Tehoungue Ltd Co		GRod construction, LLC.		King George Traffic Solutions		McClendon Const Co Inc	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
37	REFL PAV MRK TY I (W)(WORD)(100MIL)	EA	4.00	\$600.00	\$2,400.00	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$60.53	\$242.12	\$175.00	\$700.00
38	REFL PAV MRK TY I (W)(ARROW)(100MIL)	EA	4.00	\$450.00	\$1,800.00	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$250.00	\$1,000.00	\$80.61	\$322.44	\$175.00	\$700.00
39	REFL PAV MRK TY I (W)(DBL ARROW)(100 MIL)	EA	2.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$650.00	\$1,300.00	\$400.00	\$800.00	\$161.21	\$322.42	\$250.00	\$500.00
40	REFL PAV MRK TY II (W) 4" (SLD)	LF	180.00	\$2.70	\$486.00	\$2.00	\$360.00	\$15.00	\$2,700.00	\$1.00	\$180.00	\$1.61	\$289.80	\$0.05	\$9.00
41	REFL PAV MRK TY II (W) 8" (SLD)	LF	295.00	\$3.00	\$885.00	\$3.00	\$885.00	\$17.00	\$5,015.00	\$1.00	\$295.00	\$1.62	\$477.90	\$0.10	\$29.50
42	REFL PAV MRK TY II (W) 24" (SLD)	LF	105.00	\$4.00	\$420.00	\$5.00	\$525.00	\$15.00	\$1,575.00	\$1.00	\$105.00	\$17.29	\$1,815.45	\$1.00	\$105.00
43	REFL PAV MRK TY II (Y) 4" (SLD)	LF	606.00	\$2.70	\$1,636.20	\$3.00	\$1,818.00	\$8.00	\$4,848.00	\$0.50	\$303.00	\$1.51	\$915.06	\$0.05	\$30.30
44	REFL PAV MRK TY II (W) (WORD)	EA	4.00	\$80.00	\$320.00	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$30.00	\$120.00	\$48.42	\$193.68	\$20.00	\$80.00
45	REFL PAV MRK TY II (W) (ARROW)	EA	4.00	\$80.00	\$320.00	\$500.00	\$2,000.00	\$250.00	\$1,000.00	\$30.00	\$120.00	\$60.53	\$242.12	\$20.00	\$80.00
46	REFL PAV MRK TY II (W) (DBL ARROW)	EA	2.00	\$100.00	\$200.00	\$500.00	\$1,000.00	\$250.00	\$500.00	\$50.00	\$100.00	\$80.89	\$161.78	\$20.00	\$40.00
47	ELIM EXT PAV MRK & MRKS (4")	LF	18.00	\$4.00	\$72.00	\$150.00	\$2,700.00	\$10.00	\$180.00	\$10.00	\$180.00	\$6.05	\$108.90	\$15.00	\$270.00
48	REFL PAV MRKR TY II-A-A	EA	8.00	\$12.00	\$96.00	\$150.00	\$1,200.00	\$250.00	\$2,000.00	\$20.00	\$160.00	\$4.84	\$38.72	\$5.00	\$40.00
49	REFL PAV MRKR TY I-C	EA	15.00	\$12.00	\$180.00	\$150.00	\$2,250.00	\$250.00	\$3,750.00	\$20.00	\$300.00	\$4.84	\$72.60	\$5.00	\$75.00
50	REFL PAV MRKR TY II B-B	EA	1.00	\$12.00	\$12.00	\$150.00	\$150.00	\$250.00	\$250.00	\$100.00	\$100.00	\$24.21	\$24.21	\$5.00	\$5.00
51	Remove Curb Inlet	EA	1.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$150.00	\$150.00	\$2,000.00	\$2,000.00	\$2,748.80	\$2,748.80	\$4,350.00	\$4,350.00
52	Reinforced Concrete Pipe (Class III) (21")	LF	52.00	\$150.00	\$7,800.00	\$350.00	\$18,200.00	\$85.00	\$4,420.00	\$420.00	\$21,840.00	\$137.44	\$7,146.88	\$535.00	\$27,820.00
53	10' TxDOT TY II Curb Inlet	EA	1.00	\$8,000.00	\$8,000.00	\$5,500.00	\$5,500.00	\$1,500.00	\$1,500.00	\$11,500.00	\$11,500.00	\$5,768.69	\$5,768.69	\$12,800.00	\$12,800.00
54	20' Recessed Curb Inlet	EA	1.00	\$13,000.00	\$13,000.00	\$4,000.00	\$4,000.00	\$1,500.00	\$1,500.00	\$12,800.00	\$12,800.00	\$7,753.16	\$7,753.16	\$18,500.00	\$18,500.00
55	Square Junction Box (4'x4')	EA	1.00	\$8,000.00	\$8,000.00	\$3,200.00	\$3,200.00	\$650.00	\$650.00	\$11,700.00	\$11,700.00	\$6,976.90	\$6,976.90	\$7,900.00	\$7,900.00
56	Trench Safety	LF	52.00	\$7.00	\$364.00	\$50.00	\$2,600.00	\$45.00	\$2,340.00	\$50.00	\$2,600.00	\$7.96	\$413.92	\$3.00	\$156.00

Item	Description	Unit	Quantity	Nu-Way Construction, LLC		Apple Pavement Services		David-Tehoungue Ltd Co		GRod construction, LLC.		King George Traffic Solutions		McClendon Const Co Inc	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
57	Inlet Protection (Install and Remove)	EA	5.00	\$200.00	\$1,000.00	\$500.00	\$2,500.00	\$650.00	\$3,250.00	\$500.00	\$2,500.00	\$273.55	\$1,367.75	\$200.00	\$1,000.00
58	CONSTRUCTION EXITS (INSTALL AND REMOVE) (TY 1)	SY	100.00	\$30.00	\$3,000.00	\$50.00	\$5,000.00	\$35.00	\$3,500.00	\$40.00	\$4,000.00	\$35.82	\$3,582.00	\$17.00	\$1,700.00
59	Silt Control Fence (Install and Remove)	LF	300.00	\$5.00	\$1,500.00	\$8.00	\$2,400.00	\$15.00	\$4,500.00	\$6.00	\$1,800.00	\$3.91	\$1,173.00	\$1.50	\$450.00
Sub Totals Roadway					\$603,116.10		\$658,876.00		\$719,661.00		\$777,860.60		\$757,690.75		\$810,338.80
Water and Sewer															
60	6" C-900 Waterline (DR-18) by Open Cut	LF	17.00	\$80.00	\$1,360.00	\$100.00	\$1,700.00	\$150.00	\$2,550.00	\$221.00	\$3,757.00	\$97.70	\$1,660.90	\$175.00	\$2,975.00
61	8" C-900 Waterline (DR-18) by Open Cut	LF	10.00	\$100.00	\$1,000.00	\$150.00	\$1,500.00	\$175.00	\$1,750.00	\$375.00	\$3,750.00	\$117.24	\$1,172.40	\$260.00	\$2,600.00
62	12" C-900 Waterline (DR-18) by Open Cut	LF	352.00	\$125.00	\$44,000.00	\$200.00	\$70,400.00	\$180.00	\$63,360.00	\$125.00	\$44,000.00	\$149.80	\$52,729.60	\$225.00	\$79,200.00
63	Abandon 8" Waterline in Place and Fill with Grout	LF	320.00	\$9.00	\$2,880.00	\$30.00	\$9,600.00	\$25.00	\$8,000.00	\$27.00	\$8,640.00	\$155.01	\$49,603.20	\$37.00	\$11,840.00
64	8" Gate Valve	EA	1.00	\$3,500.00	\$3,500.00	\$2,500.00	\$2,500.00	\$500.00	\$500.00	\$3,300.00	\$3,300.00	\$4,950.01	\$4,950.01	\$5,250.00	\$5,250.00
65	12" Gate Valve	EA	2.00	\$6,500.00	\$13,000.00	\$3,500.00	\$7,000.00	\$650.00	\$1,300.00	\$4,950.00	\$9,900.00	\$6,773.70	\$13,547.40	\$7,300.00	\$14,600.00
66	Furnish and Install 2" Water Meter	EA	1.00	\$3,000.00	\$3,000.00	\$7,500.00	\$7,500.00	\$5,000.00	\$5,000.00	\$1,850.00	\$1,850.00	\$4,168.43	\$4,168.43	\$12,400.00	\$12,400.00
67	Furnish and Install Water Meter Box	EA	2.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00	\$2,000.00	\$4,000.00	\$1,600.00	\$3,200.00	\$4,168.43	\$8,336.86	\$2,400.00	\$4,800.00
68	Relocate Backflow Preventer	EA	1.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$1,850.00	\$1,850.00	\$6,773.70	\$6,773.70	\$9,200.00	\$9,200.00
69	Relocate Existing Water Service (20 LF - 2" HDPE)	EA	2.00	\$3,000.00	\$6,000.00	\$2,500.00	\$5,000.00	\$3,000.00	\$6,000.00	\$3,500.00	\$7,000.00	\$5,536.20	\$11,072.40	\$6,500.00	\$13,000.00
70	Adjust Existing Water Meter to Grade	EA	1.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,800.00	\$1,800.00	\$850.00	\$850.00	\$1,563.16	\$1,563.16	\$1,000.00	\$1,000.00
71	Adjust Existing Water Valve to Final Grade	EA	1.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$1,800.00	\$1,800.00	\$850.00	\$850.00	\$1,953.95	\$1,953.95	\$2,000.00	\$2,000.00
72	Salvage Existing Fire Hydrant	EA	1.00	\$2,000.00	\$2,000.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$6,773.70	\$6,773.70	\$4,750.00	\$4,750.00

Item	Description	Unit	Quantity	Nu-Way Construction, LLC		Apple Pavement Services		David-Tehoungue Ltd Co		GRod construction, LLC.		King George Traffic Solutions		McClendon Const Co Inc	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
73	Furnish and Install New Fire Hydrant Assembly	EA	1.00	\$5,500.00	\$5,500.00	\$9,500.00	\$9,500.00	\$4,000.00	\$4,000.00	\$7,900.00	\$7,900.00	\$11,072.40	\$11,072.40	\$15,000.00	\$15,000.00
74	Salvage Existing Gate Valve	EA	1.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00	\$150.00	\$150.00	\$500.00	\$500.00	\$1,953.95	\$1,953.95	\$1,900.00	\$1,900.00
75	Connect to Existing 6" Waterline	EA	1.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$1,200.00	\$1,200.00	\$2,600.00	\$2,600.00	\$3,777.64	\$3,777.64	\$11,200.00	\$11,200.00
76	Connect to Existing 8" Waterline	EA	1.00	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$7,300.00	\$7,300.00	\$5,080.27	\$5,080.27	\$11,950.00	\$11,950.00
77	Connect to Existing 12" Waterline	EA	1.00	\$4,000.00	\$4,000.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00	\$9,500.00	\$9,500.00	\$6,382.91	\$6,382.91	\$11,950.00	\$11,950.00
78	Remove and Replace 8" PVC Sewer Line (SDR-35) by Open Cut	LF	285.00	\$220.00	\$62,700.00	\$35.00	\$9,975.00	\$135.00	\$38,475.00	\$140.00	\$39,900.00	\$117.24	\$33,413.40	\$160.00	\$45,600.00
79	Temporary Bypass Pumping	LS	1.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00	\$37,500.00	\$37,500.00	\$5,861.85	\$5,861.85	\$17,950.00	\$17,950.00
80	Remove and Replace 5' Diameter Manhole	EA	2.00	\$17,000.00	\$34,000.00	\$3,500.00	\$7,000.00	\$4,500.00	\$9,000.00	\$12,900.00	\$25,800.00	\$3,919.60	\$7,839.20	\$15,950.00	\$31,900.00
81	4" Sewer Service Connection	EA	1.00	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$500.00	\$500.00	\$2,100.00	\$2,100.00	\$5,861.85	\$5,861.85	\$4,750.00	\$4,750.00
82	Sewer Concrete Encasement	CY	1.00	\$500.00	\$500.00	\$3,500.00	\$3,500.00	\$1,500.00	\$1,500.00	\$450.00	\$450.00	\$1,376.59	\$1,376.59	\$1,600.00	\$1,600.00
83	Trench Safety	LF	664.00	\$8.00	\$5,312.00	\$5.00	\$3,320.00	\$15.00	\$9,960.00	\$5.00	\$3,320.00	\$0.20	\$132.80	\$3.00	\$1,992.00
84	Pre-Construction TV Inspection	LF	1,000.00	\$5.00	\$5,000.00	\$5.00	\$5,000.00	\$3.50	\$3,500.00	\$2.00	\$2,000.00	\$3.53	\$3,530.00	\$10.00	\$10,000.00
85	Post-Construction TV Inspection	LF	664.00	\$7.00	\$4,648.00	\$5.00	\$3,320.00	\$3.50	\$2,324.00	\$2.00	\$1,328.00	\$5.31	\$3,525.84	\$6.00	\$3,984.00
Sub Totals Water and Sewer					\$228,900.00		\$174,815.00		\$173,469.00		\$231,645.00		\$254,114.41		\$333,391.00
Alternate 1															
A-1	Concrete Walls	SF	-600.00	\$45.00	(\$27,000.00)	\$55.00	(\$33,000.00)	\$10.00	(\$6,000.00)	\$109.00	(\$65,400.00)	\$75.99	(\$45,594.00)	\$49.00	(\$29,400.00)
A-2	Concrete Walls (Stamped)	SF	600.00	\$52.00	\$31,200.00	\$85.00	\$51,000.00	\$65.00	\$39,000.00	\$150.00	\$90,000.00	\$100.99	\$60,594.00	\$64.50	\$38,700.00
Sub Totals Alternate A					\$4,200.00		\$18,000.00		\$33,000.00		\$24,600.00		\$15,000.00		\$9,300.00
Sub Totals Base Bid and Alternate A					\$836,216.10		\$851,691.00		\$926,130.00		\$1,034,105.60		\$1,026,805.16		\$1,153,029.80
Contingency															
86	Construction Contingency	LS	1.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00	\$180,000.00
Grand Total Including Contingency					\$1,016,216.10		\$1,031,691.00		\$1,106,130.00		\$1,214,105.60		\$1,206,805.16		\$1,333,029.80

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1122443

Date Filed:
02/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Nu-Way Construction, LLC
Fort Worth, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ENG-2024-007
Concrete Pavement Improvements, Grading, Water and Sanitary Sewer Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Woehrle, Brandy	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is Brandy Woehrle, and my date of birth is May 15, 1984.

My address is 5733 Castle Peak Bend, Fort Worth, TX, 76126, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of Texas, on the 12th day of February, 20 24.
(month) (year)

B. Woehrle

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Nu-Way Construction, LLC
Fort Worth, TX United States

Certificate Number:
2024-1122443

Date Filed:
02/12/2024

Date Acknowledged:
02/12/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Colleyville, Texas

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

ENG-2024-007
Concrete Pavement Improvements, Grading, Water and Sanitary Sewer Improvements

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Woehrle, Brandy	Fort Worth, TX United States	X	

5 Check only if there is NO Interested Party.

☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4e

Agenda Date 2/20/2024

Number Resolution R-24-4915

Type Resolution

Department Engineering

Title

Approval of an Interlocal Agreement with Tarrant County for the rehabilitation of various streets as identified in the agreement and authorizing the City Manager to execute the agreement

Explanation

Reading and Public Hearing

Staff is seeking approval to enter into an Interlocal Agreement (ILA) with Tarrant County for the rehabilitation of Cooks and Waller Lane, and various road segments within the Tara Plantation Subdivision: Ashley Court, Butler Court, Copperwood Court, Crest Court, Crest Drive, Elmwood Court, Fairhill Court, Greenway Court, Magnolia Court, Savannah Court, Tara Drive., Trail Bend Court, Wood Creek Court, and Plantation Court.

The City partners with Tarrant County annually to perform street maintenance work. Tarrant County has recently completed similar roadway rehabilitation projects such as Tinker and Roberts Road, and Timberline Drive North and South.

The Fiscal Year 2024 – 2028 Capital Improvement Program (CIP) includes the street maintenance program with the resurfacing of these roadways.

With the approval of this Interlocal Agreement, Tarrant County will provide the labor and equipment necessary to rehabilitate the roadways, and the City will be responsible for the costs associated with the following items: removal of excess materials, new materials, construction materials testing, traffic control, flaggers, and disposal fees at an off-site landfill facility for waste materials generated during the project. This work will result in the roads being resurfaced in their current configuration.

If approved by City Council, the Agreement will be forwarded to Tarrant County for approval at a future Commissioners Court meeting.

Financial Impact

The funding source for this project is the Capital Project Fund.

Recommendation

Approve

Attachments

1. ILA Tarrant County FY24
2. Quotes FY24

THE STATE OF TEXAS

INTERLOCAL AGREEMENT

COUNTY OF TARRANT

This Interlocal Agreement is between Tarrant County, Texas ("COUNTY"), and the City of Colleyville ("CITY").

WHEREAS the CITY is requesting the COUNTY's assistance to:

- Rehabilitate and Resurface **Cooks Lane** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Pleasant Run to Waller Lane (Approximately 566 linear feet).
- Resurface **Copperwood Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 433 linear feet).
- Resurface **Crest Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 320 linear feet).
- Resurface **Crest Drive** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Crest Ct. to Plantation (Approximately 1,653 linear feet)
- Resurface **Elmwood Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 355 linear feet).
- Resurface **Fairhill Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 197 linear feet)
- Resurface **Greenway Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 256 linear feet).
- Resurface **Magnolia Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 317 linear feet)

- Resurface **Plantation Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 138 linear feet).
- Resurface **Savannah Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 177 linear feet).
- Resurface **Trail Bend Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 210 linear feet).
- Resurface **Wood Creek Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 242 linear feet).
- Rehabilitate and Resurface **Waller Lane** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Cooks Lane to Madge Lane (Approximately 432 linear feet)
- Resurface **Ashley Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 620 linear feet).
- Resurface **Butler Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 510 linear feet).
- Resurface **Tara Dr.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cheek Sparger Road (Approximately 580 linear feet).

Collectively, hereinafter referred to as the “**Project**”.

WHEREAS the Interlocal Cooperation Act contained in Chapter 791 of the Texas Government Code provides legal authority for the parties to enter into this Agreement; and

WHEREAS, during the performance of the governmental functions and the payment for the performance of those governmental functions under this Agreement, the parties will make the performance and payment from current revenues legally available to that party; and

WHEREAS the Commissioners Court of the COUNTY and the City Council of the CITY each make the following findings:

- a. This Agreement serves the common interests of both parties.
- b. This Agreement will benefit the public.
- c. The division of costs fairly compensates both parties to this Agreement; and
- d. The CITY and the COUNTY have authorized their representative to sign this Agreement.
- e. Both parties acknowledge that they are each a “governmental entity” and not a “business entity” as those terms are defined in Tex. Gov’t Code § 2252.908, and therefore, no disclosure of interested parties pursuant to Tex. Gov’t Code Section 2252.908 is required.

NOW, THEREFORE, the COUNTY and the CITY agree as follows:

TERMS AND CONDITIONS

1. COUNTY RESPONSIBILITY

The COUNTY will furnish the labor and equipment to assist the CITY in completing the Project:

- Rehabilitate and Resurface **Cooks Lane** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Cooks Lane to Waller Lane (Approximately 566 linear feet).
- Resurface **Copperwood Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 433 linear feet).
- Resurface **Crest Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 320 linear feet).
- Resurface **Crest Drive** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Crest Ct. to Plantation (Approximately 1,653 linear feet)
- Resurface **Elmwood Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 355 linear feet).

- Resurface **Fairhill Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 197 linear feet)
- Resurface **Greenway Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 256 linear feet).
- Resurface **Magnolia Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 317 linear feet)
- Resurface **Plantation Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 138 linear feet).
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- Resurface **Butler Ct.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cul-de-Sac (Approximately 510 linear feet).
- Resurface **Tara Dr.** located within the City of Colleyville and Tarrant County Commissioner Precinct #3 from Plantation Drive South to Cheek Sparger Road (Approximately 580 linear feet).

2. CITY RESPONSIBILITY

- 2.1 The CITY will furnish and pay for the actual cost of the materials, including any delivery or freight cost. The CITY will provide a purchase order and will be billed directly by the material supplier. The COUNTY may accumulate and bill the CITY for incidental material cost.
- 2.2 The CITY will pay for one-half of the COUNTY's fuel used to construct this Project. The COUNTY will invoice the CITY for the fuel consumed at the conclusion of the Project.
- 2.3 The CITY will be responsible for all traffic control necessary to safely construct this project. This responsibility includes all advance notices, signage, barricades, pilot vehicles, and flagmen necessary to control traffic in and around the construction site. The CITY will be responsible for and provide portable message boards to supplement traffic control as needed.
- 2.4 The CITY will remove the existing surface and make any necessary roadway repairs and preparations prior to the COUNTY starting work.
- 2.5 The CITY will adjust all utilities, manholes and valve boxes for this Project.
- 2.6 The CITY will provide the COUNTY with a hydrant meter and all the water necessary for construction of the Project at no cost to the COUNTY.
- 2.7 The CITY will provide or pay for any engineering, survey, and laboratory testing required for this Project.
- 2.8 The CITY will furnish a site for dumping all spoils and waste materials generated during construction of this Project.
- 2.9 The CITY will provide the material to backfill the pavement edges for this project.
- 2.10 If required, the CITY will be responsible for the design and development of a Storm Water Pollution Prevention Plan (SWPPP). The CITY further agrees to pay for all cost (including sub-contractor materials, labor, and equipment) associated with the implementation of the plan. The COUNTY will be responsible for maintenance of the plan during the duration of the Project. Documentation and record keeping of the SWPPP will be the responsibility of the CITY.

3. PROCEDURES DURING PROJECT

COUNTY retains the right to inspect and reject all materials provided for this Project.

If the CITY has a complaint regarding the construction of the project, the CITY must complain in writing to the COUNTY no later than 30 days of the date of project completion.

4. NO WAIVER OF IMMUNITY

This Agreement does not waive COUNTY rights under a legal theory of sovereign immunity. This Agreement does not waive CITY rights under a legal theory of sovereign immunity.

5. OPTIONAL SERVICES

- 5.1 If requested by the CITY, the COUNTY will apply permanent striping coordinated through the Transportation Department. Application of striping by the COUNTY is limited to Project roadways. If the CITY desires permanent striping applied to any roadways or portions of roadways not covered by this Agreement, the CITY will need to enter into a separate agreement with the COUNTY for the provision of those services.

6. TIME PERIOD FOR COMPLETION

The CITY will give the COUNTY notice to proceed at the appropriate time. However, the COUNTY is under no duty to commence construction at any particular time.

7. THIRD PARTY

This contract shall not be interpreted to inure to the benefit of a third party not a party to this contract. This contract may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this contract, party's agent, or party's employee, otherwise provided by law.

8. JOINT VENTURE & AGENCY

The relationship between the parties to this Agreement does not create a partnership or joint venture between the parties. This Agreement does not appoint any party as agent for the other party.

9. EFFECTIVE DATE

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed.

10. TERMINATION

This Agreement will automatically terminate on either September 30, 2024, or on the date the project is completed, whichever occurs first. Notwithstanding the foregoing, or any other language to the contrary, either party may terminate this Agreement without cause upon thirty (30) days' written notice to the other party prior to the intended date of termination. In the event of termination by either party, neither party shall have any further obligations to the other party under this Agreement, except that the CITY remains liable to the COUNTY for any outstanding invoice for materials that the COUNTY provides for the project, if any.

11. COMPLIANCE WITH LAWS

In providing the services required by this Agreement, COUNTY and CITY must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. COUNTY and CITY shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintaining any necessary licenses and permits.

TARRANT COUNTY, TEXAS

CITY OF COLLEYVILLE

Tim O'Hare
County Judge

Jerry Ducay
City Manager

Date: _____

Date: _____

Gary Fickes
Commissioner, Precinct 3

Amber Beard
Director of Public Works

Date: _____

Date: _____

Attest:

APPROVED AS TO FORM*

APPROVED AS TO FORM AND LEGALITY

Criminal District Attorney's Office*

City Attorney

* By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead, those parties should seek contract review from independent counsel.

Limits: From Plantation Drive South to Cul-de-Sac

Existing Conditions:

Road has ravelled and oxidized asphalt with sporatic cracking. C&G

Scope of Work:

. The City will remove 2" of existing roadway(Wedge Mill) then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size:	Roadway Length (lf):	620 lf		
	Stabilization Width (ft) :	0 ft	Stab Area :	- sy
	Binder Width (ft):	0 ft	Binder Area:	sy
	Surface Width (ft):	26 ft	Surface Area:	2,311 sy
	Additional Areas (sy):	520 sy		

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	2,311	0.10 gal/sy		\$ 2.76	\$/gal	231	gal		gal	\$ 637.87	\$ -	
HMAC "D" pick up	0	0.110 tn/sy		\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -	
HMAC "D" (2")	2,311	0.110 tn/sy		\$ 78.08	\$/tn	254	tn		tn	\$ 19,849.67	\$ -	
						Subtotal				\$ 20,487.54	\$ -	
Misc Cost												
Fuel Cost Estimate		50%				\$ 400				\$ 200.00		
Overtime (Watering)										\$ -		
Milling (City Contractor)										\$4,642.22	\$ -	
			Materials + Misc Cost							\$ 25,329.76		
			10% Contingency							\$ 2,532.98		
			Total:							\$27,862.74	\$ -	

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate:

2 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 2,311 SY @ 2. \$/sy + \$ 20 Mob = \$4,642.22

Limits: From Plantation Drive South to Cul-de-Sac

Existing Conditions:

Road has ravelled and oxidized asphalt with sporadic cracking. C&G

Scope of Work:

. The City will remove 2" of existing roadway(Wedge Mill) then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size:	Roadway Length (lf):	510 lf									
	Stabilization Width (ft) :	0 ft					Stab Area :	-	sy		
	Binder Width (ft):	0 ft					Binder Area:		sy		
	Surface Width (ft):	26 ft					Surface Area:	1,993	sy		
	Additional Areas (sy):	520 sy									

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,993	0.10 gal/sy	\$ 2.76	\$/gal	199	gal		gal	\$ 550.16	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,993	0.110 tn/sy	\$ 78.08	\$/tn	219	tn		tn	\$ 17,120.34	\$ -		
						Subtotal			\$ 17,670.50	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00			
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$4,006.67	\$ -		
		Materials + Misc Cost							\$ 21,877.17			
		10% Contingency							\$ 2,187.72			
		Total:							\$24,064.88	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate:

2 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 1,993 SY @ 2. \$/sy + \$ 20 Mob = \$4,006.67

Cooks Lane
(City of Colleyville)

8/11/2023
John Stubblefield

Limits: From Pleasant Run to Waller Lane

Existing Conditions: Road has cracking issues and is showing signs of sub grade failure. Deep ditch on the South side.

Scope of Work:

County will reclaim and stabilize the existing road base(12 inches deep) w/ 42 lbs/sy cement slurry. City will mill and remove 4 inches material. County will place 2 inches TY B HMAC and 2 inches TY D HMAC. clean job site.

Project Size: Roadway Length (lf): 566 lf
Stabilization Width (ft): 17 ft
Binder Width (ft): 16 ft
Surface Width (ft): 15 ft
Additional Areas (sy): 0 sy cul-de-sac

Stab Area : 1,069 sy
Binder Area : 1,006 sy
Surface Area: 943 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate		\$ Final
Cement Slurry (12")	1,069	42	lbs/sy	\$ 267.00	\$/tn	22	tn	tn	\$	5,994.51	\$	-
Prime (30/70) AEP	1,069	0.10	gal/sy	\$ 2.75	\$/gal	107	gal	gal	\$	294.01	\$	-
Tack Coat	2,075	0.08	gal/sy	\$ 2.76	\$/gal	166	gal	gal	\$	458.23	\$	-
HMAC "B" (pick up)	0	0.000	tn/sy	\$ 65.00	\$/tn	0	tn	tn	\$	-	\$	-
HMAC "B" (2")(Frac RAP)	1,006	0.110	tn/sy	\$ 73.83	\$/tn	111	tn	tn	\$	8,171.83	\$	-
HMAC "D" (pick up)	0	0.000	tn/sy	\$ 70.00	\$/tn	0	tn	tn	\$	-	\$	-
HMAC "D" (2")(Frac RAP)	943	0.110	tn/sy	\$ 78.83	\$/tn	104	tn	tn	\$	8,179.93	\$	-
Backfill Edges	1,132	0.0125	cy/lf	\$ -	\$/cy	14	cy	cy	\$	-	\$	-
						Subtotal			\$	23,098.504	\$	-
Misc Cost												
Tabs	566	2 per 40 ft	ea	\$0.46	ea	28			\$	13.02	\$	-
Fuel Cost Estimate		50%				\$ 6,200			\$	3,100.00	\$	-
Overtime (Watering)									\$	1,500.00		
Striping				0.062		2,264	lf		\$	140.37		
Milling (City Contractor)									\$	3,548.07	\$	-
			Materials + Misc Cost						\$	31,399.96	\$	-
			10% Contingency						\$	3,140.00		
			Total:							\$34,539.95		\$0.00

Material Pricing as of 10/1/2023

Construction Time Estimate:

6 days

Comments:

Asphalt Pricing Quoted By
Renolds Asphalt CO.

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby storage/disposal area for spoils .
City will provide a hydrant meter and all water for this project.
City will provide material for backfilling edges.

Estimated Cost to Mill the project:(4, 1,069 sy @3.3 \$/sy + \$ 20 Mob = \$ 3,548.07

Limits: From Plantation Drive South to Cul-de-Sac

Existing Conditions:

Road has alligator cracking and appears to have areas with base failure

Scope of Work:

. The City will remove 2" of existing roadway(Wedge Mill) then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size: Roadway Length (lf): 433 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 803 sy

Stab Area : - sy
Binder Area: sy
Surface Area: 2,054 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	2,054	0.10 gal/sy	\$ 2.76	/gal	205	gal		gal	\$ 566.87	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	2,054	0.110 tn/sy	\$ 78.08	/tn	226	tn		tn	\$ 17,640.44	\$ -		
						Subtotal			\$ 18,207.31	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00			
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$4,127.78	\$ -		
		Materials + Misc Cost							\$ 22,535.09			
		10% Contingency							\$ 2,253.51			
		Total:							\$24,788.60	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate:

2 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 2,054 SY @ 2. \$/sy + \$ 20 Mob = \$4,127.78

Limits: From Plantation Drive South to Cul-de-Sac

Existing Conditions:

Road has alligator cracking and appears to have areas with base failure

Scope of Work:

. The City will remove 2" of existing roadway(Wedge Mill) then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size:	Roadway Length (lf):	320 lf									
	Stabilization Width (ft) :	0 ft					Stab Area :	-	sy		
	Binder Width (ft):	0 ft					Binder Area:		sy		
	Surface Width (ft):	26 ft					Surface Area:	1,444	sy		
	Additional Areas (sy):	520 sy									

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,444	0.10 gal/sy	\$ 2.76	\$/gal	144	gal		gal	\$ 398.67	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,444	0.110 tn/sy	\$ 78.08	\$/tn	159	tn		tn	\$ 12,406.04	\$ -		
						Subtotal			\$ 12,804.71	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00			
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$2,908.89	\$ -		
		Materials + Misc Cost							\$ 15,913.60			
		10% Contingency							\$ 1,591.36			
		Total:							\$17,504.96	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate:

2 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 1,444 SY @ 2. \$/sy + \$ 20 Mob = \$2,908.89

Crest Drive
City of Colleyville

6/16/2023
J. Stubblefield

Limits: From Crest Ct. to Plantation

Existing Conditions:

Road has moderate cracking with some ravelled and oxidized areas. Road shows some signs of base failure.

Scope of Work:

. The City will remove 2" of existing roadway then (Wedge Mill), the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size: Roadway Length (lf): 1,653 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 0 sy

Stab Area : - sy
Binder Area: sy
Surface Area: 4,775 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	4,775	0.10 gal/sy	\$ 2.76	\$/gal	478	gal		gal	\$ 1,317.99	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	4,775	0.110 tn/sy	\$ 78.08	\$/tn	525	tn		tn	\$ 41,014.38	\$ -		
						Subtotal			\$ 42,332.37	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 700			\$ 350.00			
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$9,570.67	\$ -		
			Materials + Misc Cost						\$ 52,253.04			
			10% Contingency						\$ 5,225.30			
			Total:						\$57,478.35	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate:

3 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 4,775 SY @ 2. \$/sy + \$ 20 Mob = \$9,570.67

Limits: From Plantation Drive South to Cul-de-Sac

Existing Conditions:

Road has moderate cracking and shows signs of base failure.

Scope of Work:

. The City will remove 2" of existing roadway(Wedge Mill) then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size: Roadway Length (lf): 355 lf
 Stabilization Width (ft) : 0 ft
 Binder Width (ft): 0 ft
 Surface Width (ft): 26 ft
 Additional Areas (sy): 520 sy

Stab Area : - sy
 Binder Area: sy
 Surface Area: 1,546 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,546	0.10 gal/sy	\$ 2.76	\$/gal	155	gal		gal	\$ 426.57	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,546	0.110 tn/sy	\$ 78.08	\$/tn	170	tn		tn	\$ 13,274.47	\$ -		
						Subtotal			\$ 13,701.04	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00			
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$3,111.11	\$ -		
			Materials + Misc Cost						\$ 17,012.15			
			10% Contingency						\$ 1,701.22			
			Total:						\$18,713.37	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate:

2 days

Comments:

City will pay for all traffic control cost associated with this project.
 City will adjust all utilities and manholes/valves for this project.
 City will provide a nearby disposal area for spoils .
 City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 1,546 SY @ 2. \$/sy + \$ 20 Mob = \$3,111.11

Limits: From Plantation Drive South to Cul-de-Sac

Existing Conditions:

Road has moderate cracking and shows signs of base failure.

Scope of Work:

. The City will remove 2" of existing roadway(Wedge Mill) then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size:	Roadway Length (lf):	197 lf		
	Stabilization Width (ft) :	0 ft	Stab Area :	- sy
	Binder Width (ft):	0 ft	Binder Area:	sy
	Surface Width (ft):	26 ft	Surface Area:	1,089 sy
	Additional Areas (sy):	520 sy		

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,089	0.10 gal/sy	\$ 2.76	\$/gal	109	gal		gal	\$ 300.59	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,089	0.110 tn/sy	\$ 78.08	\$/tn	120	tn		tn	\$ 9,354.16	\$ -		
						Subtotal			\$ 9,654.75	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00			
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$2,198.22	\$ -		
		Materials + Misc Cost							\$ 12,052.97			
		10% Contingency							\$ 1,205.30			
		Total:							\$13,258.27	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate:

2 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 1,089 SY @ 2. \$/sy + \$ 20 Mob = \$2,198.22

Limits: From Plantation Drive South to Cul-de-Sac

Existing Conditions:

Road has ravelled and oxidized asphalt with sporatic cracking. C&G

Scope of Work:

. The City will remove 2" of existing roadway(Wedge Mill) then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size:	Roadway Length (lf):	256 lf		
	Stabilization Width (ft) :	0 ft	Stab Area :	- sy
	Binder Width (ft):	0 ft	Binder Area:	sy
	Surface Width (ft):	26 ft	Surface Area:	1,260 sy
	Additional Areas (sy):	520 sy		

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,260	0.10 gal/sy	\$ 2.76	\$/gal	126	gal		gal	\$ 347.64	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,260	0.110 tn/sy	\$ 78.08	\$/tn	139	tn		tn	\$ 10,818.07	\$ -		
						Subtotal			\$ 11,165.71	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00			
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$2,539.11	\$ -		
		Materials + Misc Cost							\$ 13,904.82			
		10% Contingency							\$ 1,390.48			
		Total:							\$15,295.30	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate:

2 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 1,260 SY @ 2. \$/sy + \$ 20 Mob = \$2,539.11

Limits: From Plantation Drive South to Cul-de-Sac

Existing Conditions:

Road has cracking, ravelled and oxidized asphalt with some existing crackseal and patching. C&G

Scope of Work:

. The City will remove 2" of existing roadway(Wedge Mill) then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size:	Roadway Length (lf):	317 lf									
	Stabilization Width (ft) :	0 ft					Stab Area :	-	sy		
	Binder Width (ft):	0 ft					Binder Area:		sy		
	Surface Width (ft):	26 ft					Surface Area:	1,436	sy		
	Additional Areas (sy):	520 sy									

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,436	0.10 gal/sy	\$ 2.76	\$/gal	144	gal		gal	\$ 396.27	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,436	0.110 tn/sy	\$ 78.08	\$/tn	158	tn		tn	\$ 12,331.61	\$ -		
						Subtotal			\$ 12,727.88	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00			
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$2,891.56	\$ -		
			Materials + Misc Cost						\$ 15,819.44			
			10% Contingency						\$ 1,581.94			
			Total:						\$17,401.38	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate:

2 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 1,436 SY @ 2. \$/sy + \$ 20 Mob = \$2,891.56

Limits: From Plantation Drive South to Cul-de-Sac

Existing Conditions:

Road has moderate cracking with some signs of base failure. Existing crack seal, C&G

Scope of Work:

. The City will remove 2" of existing roadway then(Wedge Mill), the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size:	Roadway Length (lf):	138 lf		
	Stabilization Width (ft) :	0 ft	Stab Area :	- sy
	Binder Width (ft):	0 ft	Binder Area:	sy
	Surface Width (ft):	26 ft	Surface Area:	919 sy
	Additional Areas (sy):	520 sy		

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	919	0.10 gal/sy		\$ 2.76	\$/gal	92	gal		gal	\$ 253.55	\$ -	
HMAC "D" pick up	0	0.110 tn/sy		\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -	
HMAC "D" (2")	919	0.110 tn/sy		\$ 78.08	\$/tn	101	tn		tn	\$ 7,890.24	\$ -	
						Subtotal				\$ 8,143.80	\$ -	
Misc Cost												
Fuel Cost Estimate		50%				\$ 400				\$ 200.00		
Overtime (Watering)										\$ -		
Milling (City Contractor)										\$1,857.33	\$ -	
			Materials + Misc Cost							\$ 10,201.13		
			10% Contingency							\$ 1,020.11		
			Total:							\$11,221.24	\$ -	

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate:

2 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 919 SY @ 2. \$/sy + \$ 20 Mob = \$1,857.33

Limits: From Plantation Drive South to Cul-de-Sac

Existing Conditions:

Road has ravelled and oxidized asphalt with sporadic cracking. C&G

Scope of Work:

. The City will remove 2" of existing roadway(Wedge Mill) then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size:	Roadway Length (lf):	177 lf		
	Stabilization Width (ft) :	0 ft	Stab Area :	- sy
	Binder Width (ft):	0 ft	Binder Area:	sy
	Surface Width (ft):	26 ft	Surface Area:	1,031 sy
	Additional Areas (sy):	520 sy		

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,031	0.10 gal/sy	\$ 2.76	\$/gal	103	gal		gal	\$ 284.65	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,031	0.110 tn/sy	\$ 78.08	\$/tn	113	tn		tn	\$ 8,857.92	\$ -		
						Subtotal			\$ 9,142.56	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00			
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$2,082.67	\$ -		
			Materials + Misc Cost						\$ 11,425.23			
			10% Contingency						\$ 1,142.52			
			Total:						\$12,567.75	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate:

2 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 1,031 SY @ 2. \$/sy + \$ 20 Mob = \$2,082.67

Tara drive
City of Colleyville

6/16/2023
J. Stubblefield

Limits: From Plantation Drive South to Cheek Sparger Road

Existing Conditions:

Road has ravelled and oxidized asphalt with sporadic cracking. C&G

Scope of Work:

. The City will remove 2" of existing roadway(Wedge Mill) then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size: Roadway Length (lf): 580 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 0 sy

Stab Area : - sy
Binder Area: sy
Surface Area: 1,676 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,676	0.10 gal/sy	\$ 2.76	/gal	168	gal		gal	\$ 462.45	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,676	0.110 tn/sy	\$ 78.08	/tn	184	tn		tn	\$ 14,391.01	\$ -		
						Subtotal			\$ 14,853.46	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00			
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$3,371.11	\$ -		
		Materials + Misc Cost							\$ 18,424.58			
		10% Contingency							\$ 1,842.46			
		Total:							\$20,267.03	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate:

2 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 1,676 SY @ 2. \$/sy + \$ 20 Mob = \$3,371.11

Trail Bend Ct.
City of Colleyville

6/16/2023
J. Stubblefield

Limits: From Plantation Drive South to Cul-de-Sac

Existing Conditions:

Road has oxidized and ravelled asphalt, some surface cracking with existing crackseal. Cul-de-sac has an existing utility patch with a sunken area. C&G

Scope of Work:

. The City will remove 2" of existing roadway(Wedge Mill) then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size: Roadway Length (lf): 210 lf
Stabilization Width (ft) : 0 ft
Binder Width (ft): 0 ft
Surface Width (ft): 26 ft
Additional Areas (sy): 1040 sy

Stab Area : - sy
Binder Area: sy
Surface Area: 1,647 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,647	0.10 gal/sy	\$ 2.76	\$/gal	165	gal		gal	\$ 454.48	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,647	0.110 tn/sy	\$ 78.08	\$/tn	181	tn		tn	\$ 14,142.89	\$ -		
						Subtotal			\$ 14,597.37	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00			
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$3,313.33	\$ -		
		Materials + Misc Cost							\$ 18,110.70			
		10% Contingency							\$ 1,811.07			
		Total:							\$19,921.77	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate:

2 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 1,647 SY @ 2. \$/sy + \$ 20 Mob = \$3,313.33

Waller Lane
(City of Colleyville)

8/11/2023
John Stubblefield

Limits: From Cooks Lane to Madge Lane

Existing Conditions: Road has existing patches potholes and has un even pavement

Scope of Work:

County will reclaim and stabilize the existing road base(12 inches deep) w/ 42 lbs/sy cement slurry. City will mill and remove 4 inches material. County will place 2 inches TY B HMAc and 2 inches TY D HMAc. clean job site.

Project Size: Roadway Length (lf): 432 lf
Stabilization Width (ft): 18 ft
Binder Width (ft): 17 ft
Surface Width (ft): 16 ft
Additional Areas (sy): 0 sy cul-de-sac

Stab Area : 864 sy
Binder Area : 816 sy
Surface Area: 768 sy

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate		\$ Final
Cement Slurry (12")	864	42	lbs/sy	\$ 267.00	\$/tn	18	tn	tn	\$	4,844.45	\$	-
Prime (30/70) AEP	864	0.10	gal/sy	\$ 2.75	\$/gal	86	gal	gal	\$	237.60	\$	-
Tack Coat	1,680	0.08	gal/sy	\$ 2.76	\$/gal	134	gal	gal	\$	370.94	\$	-
HMAC "B" (pick up)	0	0.000	tn/sy	\$ 65.00	\$/tn	0	tn	tn	\$	-	\$	-
HMAC "B" (2")(Frac RAP)	816	0.110	tn/sy	\$ 73.83	\$/tn	90	tn	tn	\$	6,626.98	\$	-
HMAC "D" (pick up)	0	0.000	tn/sy	\$ 70.00	\$/tn	0	tn	tn	\$	-	\$	-
HMAC "D" (2")(Frac RAP)	768	0.110	tn/sy	\$ 78.83	\$/tn	84	tn	tn	\$	6,659.56	\$	-
Backfill Edges	864	0.0125	cy/lf	\$ -	\$/cy	11	cy	cy	\$	-	\$	-
						Subtotal			\$	18,739.531	\$	-
Misc Cost												
Tabs	432	2 per 40 ft	ea	\$0.46	ea	22			\$	9.94	\$	-
Fuel Cost Estimate		50%				\$ 6,200			\$	3,100.00	\$	-
Overtime (Watering)									\$	1,500.00		
Striping				0.062		1,728	lf		\$	107.14		
Milling (City Contractor)									\$	2,871.20	\$	-
			Materials + Misc Cost						\$	26,327.80	\$	-
			10% Contingency						\$	2,632.78		
			Total:							\$28,960.58		\$0.00

Material Pricing as of 10/1/2023 Subject to Change

Construction Time Estimate:

8 days

Comments:

Asphalt Pricing Quoted By
Reynolds Asphalt Co.

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby storage/disposal area for spoils .
City will provide a hydrant meter and all water for this project.
City will provide material for backfilling edges.

Estimated Cost to Mill the project:(4, 864 sy @3.3 \$/sy + \$ 20 Mob = \$ 2,871.20

Wood Creek Ct.
City of Colleyville

6/16/2023
J. Stubblefield

Limits: From Plantation Drive South to Cul-de-Sac

Existing Conditions:

Road has ravelled and oxidized asphalt with sporadic cracking. C&G

Scope of Work:

. The City will remove 2" of existing roadway(Wedge Mill) then, the County will lay 2 inches of HMAC Ty"D" surface, clean job site.

Project Size:	Roadway Length (lf):	242 lf									
	Stabilization Width (ft) :	0 ft					Stab Area :	-	sy		
	Binder Width (ft):	0 ft					Binder Area:		sy		
	Surface Width (ft):	26 ft					Surface Area:	1,219	sy		
	Additional Areas (sy):	520 sy									

Estimate:												
Roadway Materials:												
	Sq Yds	Rate/SY		Cost		Estimate		Final		\$ Estimate	\$ Final	
Tack Coats	1,219	0.10 gal/sy	\$ 2.76	\$/gal	122	gal		gal	\$ 336.47	\$ -		
HMAC "D" pick up	0	0.110 tn/sy	\$ 70.00	\$/tn	0	tn		tn	\$ -	\$ -		
HMAC "D" (2")	1,219	0.110 tn/sy	\$ 78.08	\$/tn	134	tn		tn	\$ 10,470.70	\$ -		
						Subtotal			\$ 10,807.18	\$ -		
Misc Cost												
Fuel Cost Estimate		50%				\$ 400			\$ 200.00			
Overtime (Watering)									\$ -			
Milling (City Contractor)									\$2,458.22	\$ -		
		Materials + Misc Cost							\$ 13,465.40			
		10% Contingency							\$ 1,346.54			
		Total:							\$14,811.94	\$ -		

Material cost from Reynolds asphalt Co. 10/1/2023

Construction Time Estimate:

2 days

Comments:

City will pay for all traffic control cost associated with this project.
City will adjust all utilities and manholes/valves for this project.
City will provide a nearby disposal area for spoils .
City will provide a hydrant meter and all water for this project.

Estimated Cost to Mill the project:(4, 1,219 SY @ 2. \$/sy + \$ 20 Mob = \$2,458.22



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4f

Agenda Date 2/20/2024

Number Resolution R-24-4915

Type Resolution

Department Engineering

Title

Approval of an amendment to the Construction Services Agreement with 308 Construction, LLC, amending the owner's contingency for the City Hall and Justice Center Improvement project, for an additional amount not to exceed \$41,910.83, and authorizing the City Manager to execute the amendment

Explanation

Reading and Public Hearing

On June 21, 2022, City Council approved the City Hall and Justice Center Improvement Construction Services Agreement, Resolution R-22-4740, in an amount not to exceed \$679,389.25, which includes a \$30,000.00 owner's contingency.

The project involves general maintenance and repair to the exterior of the City Hall/Library Building and the Colleyville Justice Center. Exterior renovations include repair and repainting of EIFS walls and trim, cleaning and resealing limestone, repair and repointing of limestone mortar, removal and replacement of exterior sealants, refinishing of steel railings, re-staining of wood soffits and trim, and repainting metal doors and frames.

State law allows for change orders on construction contracts up to 25% of the total of the original contract. This change order in the amount of \$41,910.83 is 6.17% of the total contract price of \$649,389.25 originally awarded to the contractor. If approved, this would provide a not to exceed contract amount of \$721,300.08.

The additional owner's contingency would provide for sufficient quantities to replace limestone at the City Hall/Library complex. In order to accomplish the defined objectives of the project, the changes implemented are required. With this change order the City would have sufficient quantities on the contract to complete the repairs.

Financial Impact

The funding source for the project is the Tax Incremental Fund.

Recommendation

Approve

Attachment

1. Contract Amendment 1

FIRST AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT

This First Amendment to Construction Services Agreement (“First Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **308 Construction, LLC**, (“Contractor”) as of the Effective Date.

WHEREAS, City and Contractor previously entered into a Construction Services Agreement for City Hall and Justice Center improvements effective June 21, 2022 (“the Agreement”); and

WHEREAS, City and Contractor now desire to amend the terms of the Agreement in the manner provided herein.

NOW THEREFORE, for and in consideration of the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. The total compensation amount stated in Section 5(a) of the Agreement (entitled “Payment”) is hereby amended to provide for a total not to exceed amount of Seven Hundred Twenty-One Thousand Three Hundred Dollars and 08/100 (\$721,300.08); providing compensation for additional work to be performed by Contractor in connection with the City’s City Hall and Justice Center Improvement project, as more particularly described in Exhibit “A” to this First Amendment.
2. Except as provided in Paragraph 1 above, the provisions of the Agreement remain in full force and effect.
3. This First Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Contractor (“the Effective Date”).

Signatures on following page

SIGNED AND AGREED by City on February 20, 2024

City of Colleyville, Texas

By: _____
Jerry Ducay, City Manager

SIGNED AND AGREED by Contractor on _____.

308 Construction, LLC

By: _____
Allen Heiser, Chief Executive Officer

Exhibit A

(attached)



Contract Change Form

City of Colleyville
100 Main Street
Colleyville, TX 76034
817.503.1090

PROJECT:**CONTRACT INFORMATION:****CHANGE ORDER INFORMATION:**

Contract For:

Change Order Number:

Date:

Date:

OWNER:**ARCHITECT:****CONTRACTOR:****The Contract is changed as follows:**

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original (Contract Sum) (Guaranteed Maximum Price) was:

\$

The net change by previously authorized Change Orders:

\$

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was:

\$

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of:

\$

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order, will be:

\$

The Contract Time will be (increased) (decreased) (unchanged) by:

() days

The new date of Substantial Completion will be:

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

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNER_____
ARCHITECT *(Firm name)*_____
CONTRACTOR *(Firm name)*_____
OWNER *(Firm name)*_____
SIGNATURE_____
SIGNATURE_____
SIGNATURE_____
PRINTED NAME AND TITLE_____
PRINTED NAME AND TITLE_____
PRINTED NAME AND TITLE_____
DATE_____
DATE_____
DATE



Printed: Feb 6, 2024

11835 Hilltop Road, Argyle, TX 76226

Phone: 940-387-4002

Change Order

Owner Info	Job Info	Change Order ID
City of Colleyville	100 Main Street	22390-0012
100 Main Street 1st Floor	Colleyville, TX 76034	
Colleyville, TX 76034		
Phone: 817-503-1090		

22390 - City Hall & Justice Center Exterior Reno

CO ID	Created / Approved Date	Price
22390-0012	Created: Feb 5, 2024	\$41,910.83

Description
Limestone repair

Items	Cost Types	Description	Qty / Unit	Unit Price	Price
Project Managemt 1010 Project Management / Project Coordination			1	\$2,748.83	\$2,748.83
Limestone Replacement 32000 Exterior Improvements		2nd Floor balcony replacement stone (15 stone)	1	\$27,606.00	\$27,606.00
Lime stone replacement small 32000 Exterior Improvements		Lime stone replacement on 2nd floor balcony	1	\$11,556.00	\$11,556.00

Status	Signature	Date

Approved by: _____	____/____/____
--------------------	----------------

Approval Comments

Please Note: A signature of Approval OR **Electronic Acceptance** is required before change order is effective. This change order becomes part of the existing contract.

TOTAL AMOUNT OF CHANGE ORDER:	\$41,910.83
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CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 4g

Agenda Date 2/20/2024

Number Resolution R-24-4915

Type Resolution

Department City Manager

Title

Approval of an amendment to the Construction Services Agreement with Fransen-Pittman Construction Co., Inc., amending the owner's contingency for the Recreation Center Gymnasium Renovation project, for an additional amount not to exceed \$100,000.00, and authorizing the City Manager to execute the amendment

Explanation

Reading and Public Hearing

On November 8, 2023, City Council approved the Recreation Center gymnasium remodel Construction Services Agreement, Resolution R-23-4890, in an amount not to exceed \$1,039,728.00, which includes a \$50,000.00 owner's contingency. The project consists of the renovation of the existing former church worship space into a gymnasium. The work involves selective demolition, mechanical and electrical modifications, new finishes, and miscellaneous interior accessibility improvements.

State law allows for change orders on construction contracts up to 25% of the total of the original contract. This change order in the amount of \$100,000.00 is 9.62% of the total contract price of \$1,039,728.00 originally awarded to the contractor. If approved, this would provide a not to exceed contract amount of \$1,139,728.00. The authorized budget, as identified in the Capital Improvement Program, for this phase of the renovation is \$1,500,000.00.

The additional owner's contingency would follow all City policies and procedures for usage. As construction has been commencing, the contractor has encountered many unforeseen and materially different physical conditions than those identified in the contract documents. In order to accomplish the defined objectives of the project, the changes implemented are required. With this change order the City would have sufficient quantities on the contract to complete any additional conditions that would arise.

Financial Impact

The funding source for the project is the capital project fund.

Recommendation

Approve

Attachments

1. Contract Amendment 1

FIRST AMENDMENT TO CONSTRUCTION SERVICES AGREEMENT

This First Amendment to Construction Services Agreement (“First Amendment”) is entered by and between the **City of Colleyville, Texas** (“City”) and **Fransen-Pittman Construction Co., Inc.**, (“Contractor”) as of the Effective Date.

WHEREAS, City and Contractor previously entered into a Construction Services Agreement for Recreation Center improvements effective November 8, 2023 (“the Agreement”); and

WHEREAS, City and Contractor now desire to amend the terms of the Agreement in the manner provided herein.

NOW THEREFORE, for and in consideration of the mutual covenants made herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Contractor agree as follows:

1. The total compensation amount stated in Section 5(A) of the Agreement (entitled “Payment”) is hereby amended to provide for a total not to exceed amount of One Million One Hundred Fourteen, Seven Hundred Twenty-Eight Dollars and 00/100 (\$1,114,728.00); providing compensation for additional work to be performed by Contractor in connection with the City’s Recreation Center Renovation project, as more particularly described in Exhibit “A” to this First Amendment.
2. Except as provided in Paragraph 1 above, the provisions of the Agreement remain in full force and effect.
3. This First Amendment shall be deemed effective on the date it has been signed by the authorized representatives of City and Contractor (“the Effective Date”).

Signatures on following page

SIGNED AND AGREED by City on February 20, 2024

City of Colleyville, Texas

By: _____
Jerry Ducay, City Manager

SIGNED AND AGREED by Contractor on _____.

Fransen-Pittman Construction, Co., Inc.

By: _____
Trevor Khory, Vice-President, DFW

Exhibit A

(attached)



Contract Change Form

City of Colleyville
100 Main Street
Colleyville, TX 76034
817.503.1090

PROJECT:**CONTRACT INFORMATION:****CHANGE ORDER INFORMATION:**

Contract For:

Change Order Number:

Date:

Date:

OWNER:**ARCHITECT:****CONTRACTOR:****The Contract is changed as follows:**

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original (Contract Sum) (Guaranteed Maximum Price) was:

\$

The net change by previously authorized Change Orders:

\$

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was:

\$

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of:

\$

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order, will be:

\$

The Contract Time will be (increased) (decreased) (unchanged) by:

() days

The new date of Substantial Completion will be:

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

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR, AND OWNERARCHITECT *(Firm name)*CONTRACTOR *(Firm name)*OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

DATE

DATE



Change Order Log

Recreation Center Gymnasium Remodel

Contingency	Amount	Description
1	\$21,917.79	Additional stage demo
2	(\$10,000.00)	Credit of 10k to contingency for panel
3	(\$9,866.44)	Credit of 9866.44 for nursery area removal of scope
4	\$7,479.30	Additional electrical for Draper System
5	\$0.00	Clean up of exisiting conditions and reroute lines from gym area
6	\$2,750.00	Replacing existing fire sprinklers that were painted over
7	\$4,985.00	Removing angle iron in conflict of mechanical piping, delays
8	\$17,533.56	North wall changes due to unforeseen conditions

Total \$34,799.21

Contingency \$50,000.00

Remaining \$15,200.79



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 5

Agenda Date 2/20/2024

Type Report

Department Finance

Title

Monthly Financial Report - January 2024

Explanation

Staff will present the January 2024 financial report.

Attachments

1. January 2024 Presentation
2. January 2024 Report



Agenda Item - Items not for council action

Monthly Financial Report January 2024

City Council Meeting
February 20, 2024

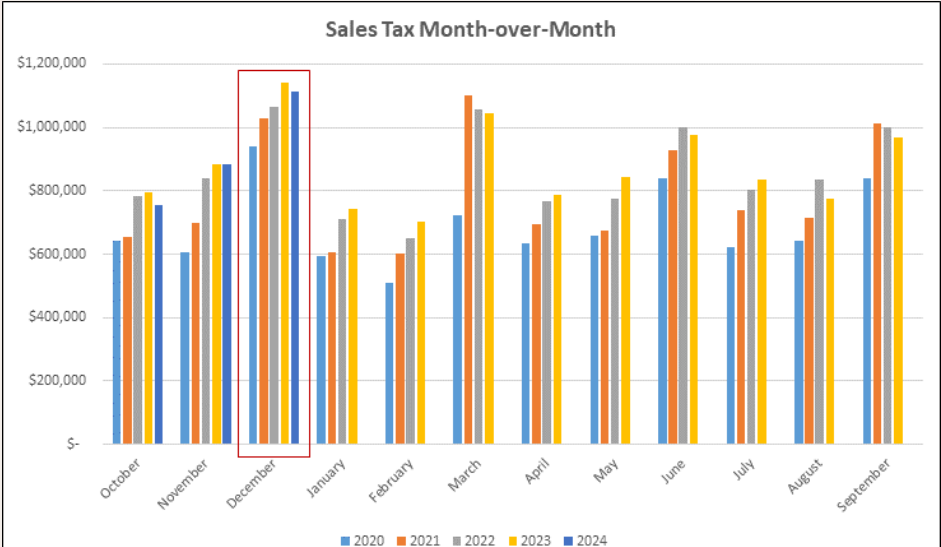
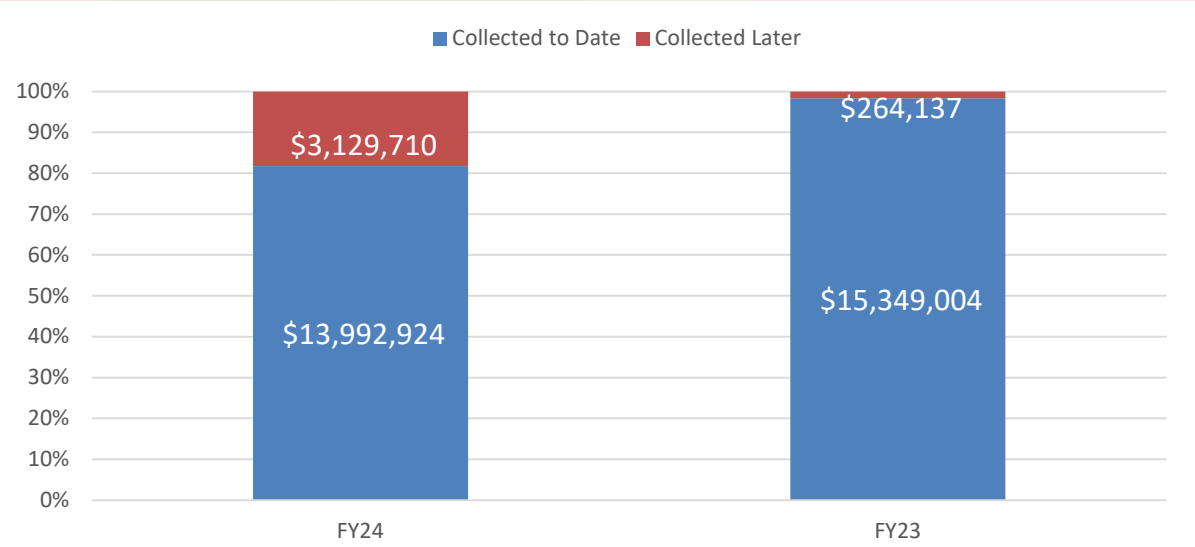
General Fund



% of year Completed 25%

% of Budget Spent 35%

	FY24 Budget		FY24 YTD		% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$	28,554,942	\$	16,885,982	59%	\$ 18,056,520	69%
Expenditures	\$	27,263,762	\$	9,520,293	35%	\$ 8,272,988	33%
	\$	1,291,180	\$	7,365,689		\$ 9,783,532	



Utility Fund



			% of year Completed		25%
			% of Budget Spent		25%
	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 24,552,616	\$ 6,568,988	27%	\$ 6,055,961	31%
Expenditures	\$ 24,552,616	\$ 6,150,782	25%	\$ 5,018,050	26%
	\$ -	\$ 418,206		\$ 1,037,911	

TRA Summary

	FY24 Budget	FY24 YTD
Revs \$	20,339,768	\$ 5,008,812
Exps \$	19,889,768	\$ 4,287,203
Net \$	450,000	\$ 721,609

City Summary

	FY24 Budget	FY24 YTD
Revs \$	4,212,848	\$ 1,560,176
Exps \$	4,212,848	\$ 1,863,579
Net \$	-	\$ (303,403)

Drainage Fund



% of year Completed 25%
 % of Budget Spent 36%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 1,482,143	\$ 498,554	34%	\$ 347,991	33%
Expenditures	\$ 738,386	\$ 262,520	36%	\$ 210,464	29%
	\$ 743,757	\$ 236,034		\$ 137,527	

Hotel Fund



% of year Completed 25%
 % of Budget Spent 35%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 202,000	\$ 56,654	28%	\$ 44,833	16%
Expenditures*	\$ 188,532	\$ 66,393	35%	\$ 97,599	36%
	\$ 13,468	\$ (9,739)		\$ (52,766)	

Debt Service Fund



% of year Completed	25%
% of Budget Spent	14%

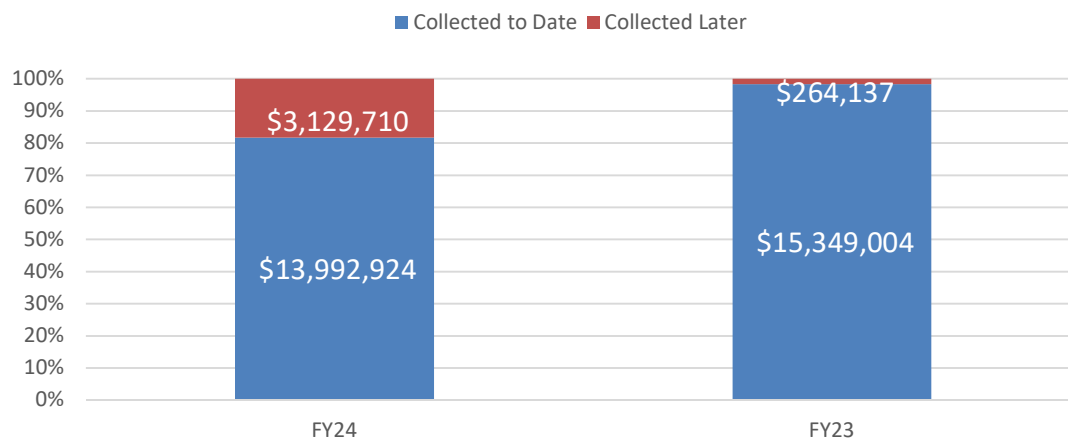
	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 1,238,871	\$ 1,046,475	84%	\$ 586,414	96%
Expenditures*	\$ 1,235,460	\$ 169,235	14%	\$ 168,485	22%
	\$ 3,411	\$ 877,240		\$ 417,929	

Monthly Financial Report - January 2024

				% of year Completed	25%
General Fund				% of Budget Spent	35%
	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 28,554,942	\$ 16,885,982	59%	\$ 18,056,520	69%
Expenditures	\$ 27,263,762	\$ 9,520,293	35%	\$ 8,272,988	33%
	\$ 1,291,180	\$ 7,365,689		\$ 9,783,532	

Through January, the General Fund has collected 59% of budgeted revenues and spent 35% of budgeted expenditures. Both revenues and expenditures are in line with where we would expect to be four months into the fiscal year. The largest General Fund revenue source is property taxes, which comprises 60% of revenues, and the City receives the majority of this revenue December through February. Expenditures are up compared to last fiscal year, which is expected with normal cost of service increases.

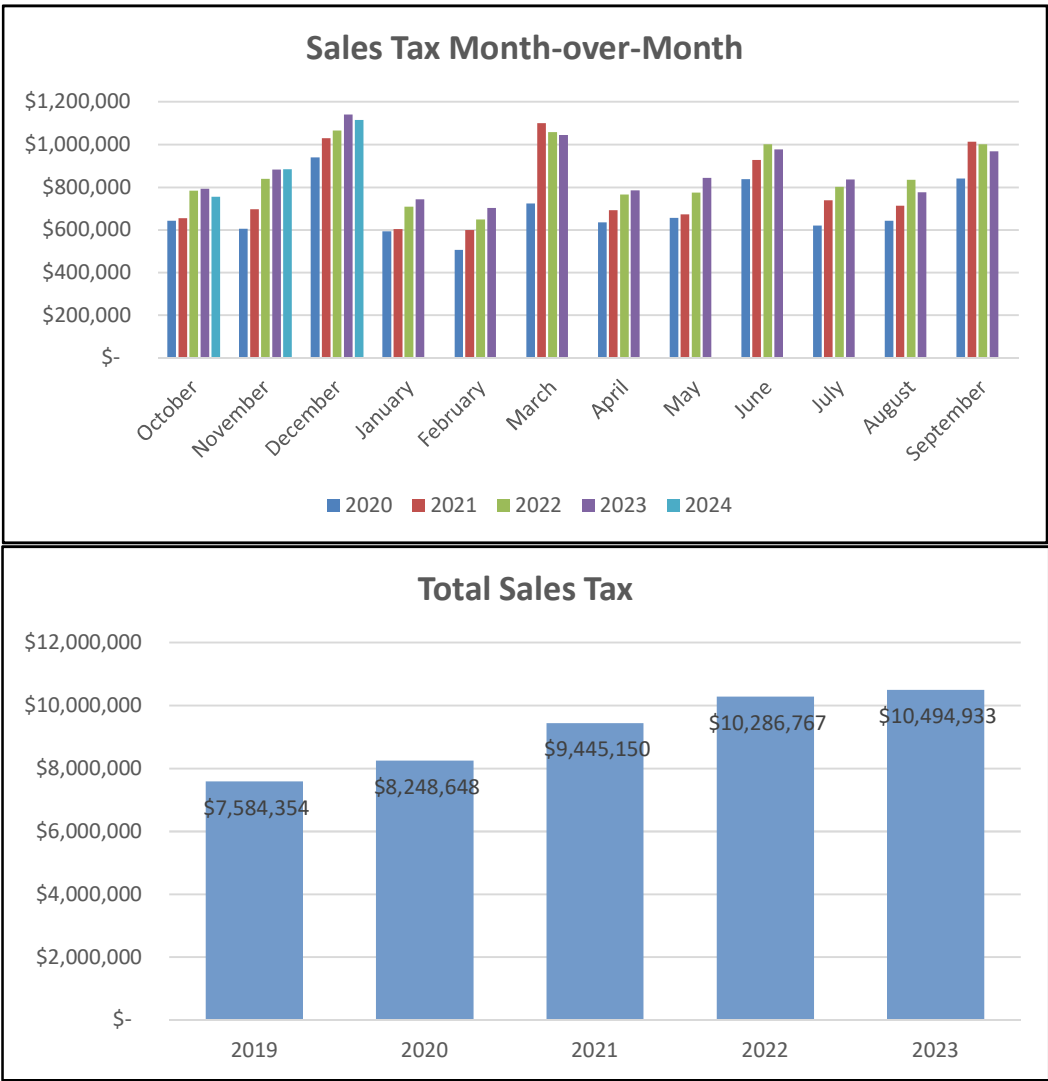
Revenue Highlight: Property Tax



Colleyville anticipates receiving \$17.1M in General Fund property tax revenue in FY24. This represents an approximately 7% increase from FY23. All of the increase in property tax was added on the M&O side; however, the new debt for the Recreation Center will be paid for out of M&O property taxes through a transfer to the Debt Service Fund. The City receives the majority of this revenue December through February.

Monthly Financial Report - January 2024

Revenue Highlight: Sales Tax



Sales tax is collected two months in arrears. The January 2024 report includes sales tax for February (purchases made in December 2023). Total sales tax was down 2.28% or \$26,000 when compared to the same month last year. As with the last several months, we are now seeing a leveling off of sales tax collections from historic gains over the last couple of years. As you can see in the chart below, December sales tax had large gains in 2020 - 2023. The chart only shows the previous five years and doesn't show the 17% jump from 2019 to 2020. We will use this data and plan accordingly with sales tax forecasts for next year's budget. For comparison, Southlake was down 5%, NRH was down 7%, Hurst was down 4%, Bedford was down 1.65%, and Euless and Grapevine were up at 8% and 6%, respectively.

Monthly Financial Report - January 2024

			% of year Completed	25%	
Water/Sewer Utility Fund			% of Budget Spent	25%	
	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 24,552,616	\$ 6,568,988	27%	\$ 6,055,961	31%
Expenditures	\$ 24,552,616	\$ 6,150,782	25%	\$ 5,018,050	26%
	\$ -	\$ 418,206		\$ 1,037,911	

Breakout of City's revenues/expenses from those related to the Trinity River Authority:

*TRA Revenue/Expense Summary			City Revenue/Expense Summary		
	FY24 Budget	FY24 YTD		FY24 Budget	FY24 YTD
Revs	\$ 20,339,768	\$ 5,008,812	Revs	\$ 4,212,848	\$ 1,560,176
Exps	\$ 19,889,768	\$ 4,287,203	Exps	\$ 4,212,848	\$ 1,863,579
Net	\$ 450,000	\$ 721,609	Net	\$ -	\$ (303,403)

So far this fiscal year, the Utility Fund has collected 27% of its budgeted revenue and spent 25% of its budgeted expenses. As the summary above shows, the majority of our surplus is coming from our relationship with the Trinity River Authority. City expenditures are higher than revenue right now due to the recording of budgeted transfers to the Utility Capital Fund for vehicle replacements and reimbursement to the General Fund for internal service personnel costs.

Monthly Financial Report - January 2024

% of year Completed 25%

Drainage Utility Fund

% of Budget Spent 36%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 1,482,143	\$ 498,554	34%	\$ 347,991	33%
Expenditures	\$ 738,386	\$ 262,520	36%	\$ 210,464	29%
	\$ 743,757	\$ 236,034		\$ 137,527	

The Drainage Utility Fund has received 34% of its revenue and spent 36% of its expenditures. The fund will collect more revenue than last year due to an increase in monthly drainage fee from \$7 to \$10. The purpose of the drainage fee increase is to build funding to undertake capital projects from the new Drainage Master Plan. That plan identifies \$44M in needed improvements throughout the City.

Monthly Financial Report - January 2024

% of year Completed 25%

Hotel Tax Fund

% of Budget Spent 35%

	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 202,000	\$ 56,654	28%	\$ 44,833	16%
Expenditures	\$ 188,532	\$ 66,393	35%	\$ 97,599	36%
	\$ 13,468	\$ (9,739)		\$ (52,766)	

The Hotel Tax Fund received the first quarter's receipts this month for FY24. This fund collects revenue on a quarterly basis. Budgeted expenses for this fund include concerts in the Village and The Car Show.

Monthly Financial Report - January 2024

				% of year Completed	25%
Debt Service Fund				% of Budget Spent	14%
	FY24 Budget	FY24 YTD	% of Budget	FY23 YTD	FY23% of Budget
Revenues	\$ 1,238,871	\$ 1,046,475	84%	\$ 586,414	96%
Expenditures*	\$ 1,235,460	\$ 169,235	14%	\$ 168,485	22%
	\$ 3,411	\$ 877,240		\$ 417,929	

Being predominately funded through property taxes, the Debt Service fund has received a substantial portion of its revenue this year. Cash-flow for this fund is very predictable, as most revenues are recognized in December/January and debt service payments occur twice annually, with lease payments also occurring throughout the year. Property tax revenue was transferred from the General Fund this month to pay the debt on the Recreation Center.

For any questions or comments regarding this report, please contact:

Mark Wood
 Assistance City Manager
 City of Colleyville, TX
mwood@colleyville.com
 817-503-1117



CITY OF COLLEYVILLE CITY COUNCIL BRIEFING

Agenda Number 7

Agenda Date 2/20/2024

Type Report

Department City Secretary

Title

Planning and Zoning Commission Minutes - January 8, 2024

Planning and Zoning Commission Worksession Minutes - January 22, 2024

Attachments

1. Planning and Zoning Commission Minutes - January 8, 2024
2. Planning and Zoning Commission Worksession Minutes - January 22, 2024



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION MINUTES

100 Main Street, Colleyville, Texas, 76034

MONDAY, JANUARY 8, 2024

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on January 8, 2024 at 6:15 p.m.

Roll Call

Present: David Groves, Tim Raine, Mark Alphonso, Jerry Savoie, Claudia Bevill, and Jerome Obinabo

Absent: Sayeda Syed

Staff Present: Ben Bryner, Jacquelyn Reyff, and Kris Potts

Also Present: Attorney, Nicole Corr, Fire Marshal, Rob Mckeown

There was discussion amongst staff and the Commission regarding updated items to be presented this evening at the regular meeting.

Chair Bevill adjourned the Planning and Zoning Commission Worksession Meeting at 6:26 p.m.

CALL MEETING TO ORDER CITY COUNCIL CHAMBERS

The City of Colleyville Planning and Zoning Commission Meeting was called to order by Chair Bevill on January 8, 2024, at 7:00 p.m.

Roll Call

Present: David Groves, Tim Raine, Mark Alphonso, Jerry Savoie, Claudia Bevill, and Jerome Obinabo

Absent: Sayeda Syed

Staff Present: Ben Bryner, Jacquelyn Reyff, and Kris Potts

Also Present: Attorney, Nicole Corr, Fire Marshal, Rob Mckeown

1. APPROVAL OF MINUTES

- 1a** Planning and Zoning Commission Meeting Minutes – December 11, 2023

Commissioner Groves made a motion to approve the December 11, 2023 Planning and Zoning Commission Meeting Minutes. Commissioner Obinabo seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Raine, Alphonso, Savoie, Bevill, and Obinabo
Nay: 0

2. PUBLIC HEARING AGENDA ITEMS

- 2a** Consideration of a Replat for Lot 3A and 3B, Block 4, Western Trails Addition, being located at 512 Bandit Trail, Case PC23-011

Commissioner Raine made a motion to remove Case PC23-011 from the table. Commissioner Savoie seconded the motion.

The motion was carried by the following vote:

Aye: 6 – Groves, Alphonso, Raine, Savoie, Bevill, and Obinabo
Nay: 0 –

Jacquelyn Reyff presented the case and briefed the Commission on the updated drainage received by the applicant.

Jennifer Starr, 4311 Oak Lawn Ave Unit 550, Dallas, TX 75219, came forward to state that she had met with the neighbors in the area, and spoke briefly regarding the updated drainage map.

The public hearing was opened at 7:07 p.m.

With no one wishing to speak, the public hearing was closed at 7:07 p.m.

Commissioner Alphonso made a motion to approve Case PC23-011. Commissioner Obinabo seconded the motion.

The motion was carried by the following vote:

**Aye: 6 – Groves, Alphonso, Raine, Savoie, Bevill, and Obinabo
Nay: 0**

4. CITIZEN COMMENTS

The public forum opened at 7:10 p.m.

With no one else wishing to speak, the public forum closed at 7:10 p.m.

5. ADJOURNMENT

The meeting adjourned at 7:11 p.m.

The minutes were written and prepared by:

Kristopher Potts

Kristopher Potts
Planner

The meeting minutes were approved on February 12, 2024 by a vote of 5-0.



CITY OF COLLEYVILLE PLANNING AND ZONING COMMISSION WORKSESSION MINUTES

100 Main Street, Colleyville, Texas, 76034

JANUARY 22, 2024

CALL MEETING TO ORDER EXECUTIVE CONFERENCE ROOM

The City of Colleyville Planning and Zoning Commission Worksession Meeting was called to order by Chair Bevill on January 22, 2024, at 6:15 p.m.

Roll Call

Present: David Groves, Mark Alphonso, Tim Raine, Claudia Bevill, Jerry Savoie, and Jerome Obinabo

Absent: Sayeda Syed

Staff Present: Ben Bryner, Jacquelyn Reyff, Kristopher Potts, Chris Pham

Also Present: Attorney, Nicole Corr, Fire Marshal, Rob Mckeown, City Engineer, Larry Wright

2. WORKSESSION AGENDA ITMES

- 2a** Presentation and discussion of a Preliminary/Final Plat on Teeter, David R Survey, Abstract 1518, Tract 4F & Tracts 4U & 4W, being located at 4016 Jackson Road, Case PC24-001

Christopher Pham presented item 2a and briefed the Commission. City staff addressed questions from the Commission regarding the floodplain, drainage, and access of the properties.

- 2b** Presentation and discussion of a Rezoning from PUD-C Planned Unit Commercial to PUD-C Planned Unit Commercial on Lots 1 & 2, Block A, of the Heritage Farms Addition, located at 913 Cheek Sparger Road & 3808 Wayne Drive, Case ZC24-001

Jacquelyn Reyff presented item 2b and briefed the Commission. City staff addressed questions from the Commission regarding the proposed plan. There was general discussion among the Commission regarding zoning history of the property, drainage of the property, amount of traffic the development would experience during school days, and walkability of the development. There was also discussion regarding management of the property and tree preservation of the development.

- 2c** Presentation and discussion of an Amendment to the Land Development Code, Chapter 3, Section 3.26.E, specifically to allow for corner side yard fences greater than 30 inches in height and no greater than 25 percent opaque construction to be placed ten feet from the property line, Case GC24-001

Ben Bryner presented item 2c and briefed the Commission. City staff addressed questions from the Commission regarding the Amendment to the Land Development Code, specifically regarding the new proposed setback of 10 feet.

3. ADJOURNMENT

The meeting adjourned at 6:54 p.m.

The minutes were written and prepared by:

Chris Pham

Christopher Pham
Planner

The meeting minutes were approved on February 12, 2024 by a vote of 5-0.

RESOLUTION R-24-4916

**A RESOLUTION APPROVING CITY COUNCIL ACTION UNDER
BUSINESS AT THE REGULAR CITY COUNCIL MEETING OF
FEBRUARY 20, 2024**

WHEREAS, City Council has taken action on certain items on the agenda under Business.

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

Sec. 1. THAT

AND IT IS SO RESOLVED.

APPROVED BY A VOTE OF _ AYES, _ NAYS, ON THIS THE 20TH DAY OF
FEBRUARY 2024.

Mayor Bobby Lindamood	_____	Mayor Pro Tem Callie Rigney	_____
Brandi Elder, Place 1	_____	George Bond, Place 2	_____
Scotty Richardson, Place 3	_____	Ben Graves, Place 4	_____
Chuck Kelley, Place 5	_____		

ATTEST:

CITY OF COLLEYVILLE

Christine Loven, TRMC
City Secretary

Bobby Lindamood
Mayor