



**City of Willow Park
City Council
Regular Meeting Agenda
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, December 08, 2020 at 7:00 p.m.**

The City Council of the City of Willow Park, reserves the right to meet in closed, executive session on any of the items listed below should the need arise and if authorized by Title 5, Chapter 551, of the Texas Government Code.

Call to Order

Invocation & Pledge of Allegiance

Public Comments (Limited to five minutes per person)

Residents may address the Council regarding an item that is not listed on the agenda. Residents must complete a speaker form and turn it in to the Secretary five (5) minutes before the start of the meeting. The Rules of Procedure states that comments are to be limited to five (5) minutes. The Texas Open Meetings Act provides the following:

- (a) If, at a meeting of a governmental body, a member of the public or of the governmental body inquires about a subject for which notice has not been given as required by this subchapter, the notice provisions of this subchapter do not apply to:
 - (1) A statement of specific factual information given in response to the inquiry; or
 - (2) A recitation of existing policy in response to the inquiry.
- (b) Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.

Consent Agenda

All matters listed in the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be a separate discussion of

these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

- A. Approve City Council Meeting Minutes – Regular Meeting November 10, 2020.

Regular Agenda Items

1. PUBLIC HEARING to consider comments on a petition from Shaun Krechtschmar, DO and Matthew Boothby, MD, DBA, DHKB Investments requesting annexation of a 1.070 acres of land in the J.S. Oxer Survey, Abstract No. 1029, and being a portion of a tract conveyed to DHKB Investments LLC, by deed recorded in Volume 2848, Page 331, Deed Records, Parker County, Texas, same being Lot 7, Block 2, Willow Crossing Phase One, an addition of the City of Willow Park as thereof recorded in Cabinet D, Slide 230, Plat Records, Parker County, Texas, located in the 200 Block of Willow Bend Drive.
 - A. Open Public Hearing
 - B. Close Public Hearing

2. Discussion/Action: Consider and act on adopting Ordinance 821-20, an ordinance annexing a 1.070 acres of land in the J.S. Oxer Survey, Abstract No. 1029, and being a portion of a tract conveyed to DHKB Investments LLC, by deed recorded in Volume 2848, Page 331, Deed Records, Parker County, Texas, same being Lot 7, Block 2, Willow Park Crossing Phase One, an addition of the City of Willow Park as thereof recorded in Cabinet D, Slide 230, Plat Records, Parker County, Texas.

3. PUBLIC HEARING to consider comments on a petition from Willow Park Baptist Church requesting annexation of 0.642 acres of land in the J.S. Oxer Survey, Abstract No. 1029, and being a portion of the remainder of Lot 1, Block 1, Willow Park Baptist Church Addition, an addition to the Town of Willow Park, Parker County, Texas according to the plat recorded in Cabinet B, Slide 65, Plat Records,

Parker County, Texas, located on the northwest corner of Willow Bend Drive and Bankhead Hwy.

- A. Open Public Hearing
- B. Close Public Hearing

4. Discussion/Action: Consider and act on adopting Ordinance 822-20, an ordinance annexing 0.642 acres of land in the J.S. Oxeer Survey, Abstract No. 1029, and being a portion of the remainder of Lot 1, Block 1, Willow Park Baptist Church Addition, an addition to the Town of Willow Park, Parker County, Texas according to the plat recorded in Cabinet B, Slide 65, Plat Records, Parker County, Texas.

5. PUBLIC HEARING to consider and request to rezone from R-1 "Single-Family District" to C "Commercial District" 6.35 acres Wesley Franklin Survey, Abstract No. 468, City of Willow Park, Parker County, Texas located on the southeast corner of Crown Pointe Blvd. and Crown Rd.

- A. Open Public Hearing
- B. Close Public Hearing
- C. Discussion/Action: Consider and act on adopting Ordinance 823-20, an ordinance rezoning 6.35 acres as described above from R-1 "Single Family District to C "Commercial District."

6. Consider and Act on a Final Plat of a Replat Lot 5, Block B, Crown Pointe Addition, Phase II, City of Willow Park, Parker County, Texas.

7. Discussion/Action: Approve a Water Line Construction Contract with Mountain Cascade of Texas, LLC

8. Discussion/Action: Approve a Water Line Construction Contract with Wildstone Construction, LLC
9. Discussion/Action: Additional debt options for potential debt issuance relating to the Fort Worth Water Project.
10. Discussion/ Action: Review of Proposed Stormwater Drainage Fees and Impact Fees and Set Date for Public Hearings on ordinance establishing a municipal drainage utility system, on adoption of an ordinance establishing drainage impact fees and a resolution establishing drainage fees.
11. Discussion / Action: Street Improvement CIP Update and discuss funding options
12. Discussion / Action: On a resolution regarding a contract for the purpose of financing water meters
13. Discussion/ Action: To consider and act on the appointment of members to the Parks Board
14. Discussion / Action: Refund of certain impact fees for Meadows Place Estates to Parker County Holdings, LLC
15. Discussion/ Action: To consider and act on items to be considered for future council meetings.
16. Discussion/ Action: To consider and act on setting the date and time for the next council meeting.

Executive Session

§ 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on

any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the

duty of the attorney to the governmental body under the Texas Disciplinary Rules of

Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- A. **Section 551.074 Personnel Matters;
City Manager Review**
- B. § 551.071. Texas Government Code. Consultation with Attorney.
- C. Any Posted item

Following Executive Session, the City Council will reconvene into Regular Session and may take any action deemed necessary as a result of the Executive Session.

Informational

- A. Mayor & Council Member Comments

- B. City Manager's Comments

Adjournment

I certify that the above notice of this meeting posted on the bulletin board at the municipal complex of the City of Willow Park, Texas on or before December 4, 2020 at 5:00 p.m.

Alicia Smith TRMC/ CMC, City Secretary

If you plan to attend this public meeting and you have a disability that requires special arrangements at this meeting, please contact City Secretary's Office at (817) 441-7108 ext. 6 or fax (817) 441-6900 at least two (2) working days prior to the meeting so that appropriate arrangements can be made.



**City of Willow Park
City Council
Regular Meeting Minutes
Municipal Complex
516 Ranch House Rd, Willow Park, TX 76087
Tuesday, November 10, 2020 at 7:00 p.m.**

Call to Order

Mayor Moss opened the meeting at 7:00 PM

Present:

Mayor Doyle Moss
Councilmember Eric Contreras
Councilmember Greg Runnebaum
Councilmember Lea Young
Councilmember Nathan Crummell

Absent:

Councilmember Tyler VanSant

Staff present:

City Manager Bryan Grimes
City Attorney Pat Chesser
City Secretary Alicia Smith

Invocation & Pledge of Allegiance

Mayor Moss led a moment of silence.

Boy Scout Brayden Eber led the Pledge of Allegiance.

Public Comments

None

Consent Agenda

A. Approve City Council Meeting Minutes – Regular Meetings October 27, 2020.

Motion was made by Councilmember Young

To Approve City Council Meeting Minutes from October 27, 2020.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Contreras, Runnebaum, Young and Crummel

Motion passes with a vote of 4-0

Regular Agenda Items

1. Discussion only: Hear a presentation from the Halff and Associates, the engineer for the Fort Worth Water Project, on updated project costs.

Halff and Associates Operations Manager, Ben McGahey, spoke and updated the council on their part on the Fort Worth water project.

2. Discussion/ Action: To consider and act on all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation in an amount not to exceed \$6,500,000 for the purpose of paying contractual obligations to be incurred for (i) constructing, acquiring, purchasing, renovating, enlarging, equipping, and improving water system properties or facilities, including rights-of-way therefor and (ii) professional services rendered in relation to such projects and the financing thereof, including the adoption of Resolution 2020-16, pertaining thereto.

Motion was made by Councilmember Young

To approve Resolution 2020-16, a Resolution to approving and authorizing publication of notice of intention to issue certificates of obligation.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Contreras, Runnebaum, Young and Crummel

Motion passes with a vote of 4-0

- 3. Discussion/ Action: To consider and act on Resolution 2020-14 voluntary annexation by Shaun Kretzschmar, DO and Matthew Boothby, MD, DBA DHKB Investments, for annexation of 1.070 acres located in the NW corner of Willow Bend Dr and Bankhead Hwy J. S. Ozer Survey, Abstract No. 1029 City of Willow Park, Parker County Texas.**

Motion was made by Councilmember Runnebaum

To approve Resolution 2020-14 Resolution 2020-14 voluntary annexation by Shaun Kretzschmar, DO and Matthew Boothby, MD, DBA DHKB Investments, for annexation of 1.070 acres located in the NW corner of Willow Bend Dr and Bankhead Hwy J. S. Ozer Survey, Abstract No. 1029 City of Willow Park, Parker County Texas.

Seconded by Councilmember Young

Aye votes: Councilmembers Contreras, Runnebaum, Young and Crummel

Motion passes with a vote of 4-0

- 4. Discussion/ Action: To consider and act on voluntary petition for annexation of .064 acres located in NW corner of Willow Bend Dr and Bankhead Hwy, City of Willow Park, Parker County Texas.**

Motion was made by Councilmember Contreras

To approve Resolution 2020-15, a resolution setting a date, time and place for a public hearing for a proposed annexation of certain property by the City of Willow Park, Parker County Texas. And authorizing and directing the Mayor to publish a notice of public hearing.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Contreras, Runnebaum, Young and Crummel

Motion passes with a vote of 4-0

5. PUBLIC HEARING: to receive input regarding text amendments to the City of Willow Park Zoning Ordinance.

Sec.14.03.005 – Fire Protection Access

Sec.14.06.010 – (9)(10)(14) “R-5” Single Family Medium Density

Sec.14.06.005 – (c)(2) “R-1” Single Family District

Sec.14.06.008 – (b)(1)(A), (c)(5), (c)(6) “R-3” Multifamily District

Sec.14.10.001 – (a) New Development Site Plan

Sec.14.12, Sec.14.06.002 – Off Street Parking and Loading Requirements

Sec.14.06.002 – Sec.14.06.015 - Public Municipal, State and/or Federal

Owned Facilities or Uses are permitted in all districts.

A. Open Public Hearing

Public Hearing opened at 8:17 PM

No speakers

B. Close Public Hearing

Public Hearing closed at 8:23 PM

6. Discussion/ Action: To consider and act on Ordinance 811-20, an ordinance to receive input regarding text amendments to the City of Willow Park Zoning Ordinance.

Motion was made by Councilmember Young

To approve Ordinance 811-20, an ordinance of the City of Willow Park, Texas, amending the Code of Ordinances of the City of Willow Park, by amending Chapter 14 of the Zoning Code and including amending 14.03.005 to increase the minimum width of a fire lane and to require the fire lane to be concrete, amending 14.6.005 by deleting “C”, subparagraph 2 in its entirety, amending 14.06.008, by changing the density of apartments to 18 per acre and changing the references to the currently adopted versions of the international Building Code and International Fire Code, omitting 14.06.010 by deleting of a requirement of a divided garage door, changing the height of screening and screening footer requirements, omitting the zoning regulation for all zoning districts to amend the requirements the for site development plans, amending 14.04.001 by amending and or adding definitions, amending 14.12.001 by adding that all parking spaces and driveways shall be concrete, except for lots 5 acres or larger and “AG” District, amending all zoning district regulations to allow certain utility installations, providing for the incorporations of premises, providing a severability clause, providing a cumulative repealer clause, providing a savings clause, providing a penalty clause, and providing an effective date.

Seconded by Councilmember Runnebaum

Aye votes: Councilmembers Contreras, Runnebaum, Young and Crummel

Motion passes with a vote of 4-0

7. Presentation: Jake Weber will present the September Financials report.

Jake Weber, City Accountant presented a quarterly report on the City finances.

8. Presentation: Rose Kertok, Communications Director, will present an update on the Communications Department.

City Communications Director, Rose Kertok, presented an update on the new City web site.

9. Discussion/ Action: To consider and act on items to be considered for future council meetings.

- 2 positions on Parks Board are expiring
- 2 annexation public hearings
- Transportation discussion
- Storm Water Study Ordinance

10. Discussion/ Action: To consider and act on setting the date and time for the next council meeting.

No Council meeting on November 24 or December 22

Executive Session was convened at 7:23 PM

- A. § 551.071. Texas Government Code. Consultation with Attorney.**
- B. Any Posted item**

Regular session was reopened at 8:10 PM

Adjournment

Motion was made by Councilmember Runnebaum

To adjourn

Seconded by Councilmember Contreras

Aye votes: Councilmembers Contreras, Runnebaum, Young and Crummel

Motion passes with a vote of 4-0

Meeting was adjourned at 8:39 PM

APPROVED:

Doyle Moss, Mayor

ATTEST:

Alicia Smith, City Secretary



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: December 8, 2020	Department:	Presented By: Betty Chew
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AGENDA ITEM:

PUBLIC HEARING to consider comments regarding a petition requesting annexation of a 1.070 acre tract of land in the 200 Block of Willow Bend Drive.

BACKGROUND:

DHK Investments LLC is requesting voluntary annexation of this 1.070 acre tract of vacant land located on the west side of Willow Bend Drive, south of their office. This property is located adjacent to the City of Willow Park, in the City's extraterritorial jurisdiction (ETJ).

The City Council will need to conduct the public hearing in accordance with Chapter 43, Texas Local Government Code, Municipal Annexation. The final step in the process is adoption of the ordinance annexing the property and service plan.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends the City Council adopt Ordinance 821-20 annexing the property.

EXHIBITS:

Petition for Annexation
Annexation Map
Ordinance 821-20

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF WILLOW PARK, TEXAS:


The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive the requirement to be offered a development agreement pursuant to Section 43.016, and petition your honorable Body to extend the present city limits so as to include as part of the City of Willow Park, Texas, the following described territory, to wit:

Situated in Parker County, Texas, and being 1.070 acres of land out of the J.S. Ozer Survey, Abstract No. 1029, and being a portion of a tract conveyed to DHKB Investments, LLC, by deed recorded in Volume 2848, Page 331, Deed Records, Parker County, Texas same being Lot 7, Block 2, Willow Park Crossing Phase One, an addition to the City of Willow Park as thereof recorded in Cabinet D, Slide 230, Plat Records, Parker County, Texas, and being more particularly described by metes and bounds and map attached hereto as Exhibit "A," both of which are incorporated herein as though set out in full.

We certify that the above described tract of land is contiguous and adjacent to the City of Willow Park, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land. In addition, we understand and agree that the City of Willow Park shall provide services to the above described tract of land in accordance with Exhibit "B," attached hereto and incorporated herein as though set out in full.

DHK INVESTMENTS, LLC
A TEXAS LIMITED LIABILITY COMPANY

Signed: 
SHAUN KRETZSCHMAR, MEMBER

Signed: 
MICHAEL BOOTHBY, MEMBER

THE STATE OF TEXAS

COUNTY OF PARKER

BEFORE ME, the undersigned authority, on this day personally appeared Shaun Kretzschmar and Michael Boothby, in their capacity as members of DHK Investments, LLC, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 5 day of November, 2020.




Notary Public in and for
Parker County, Texas

**EXHIBIT A
ANNEXATION TRACT
1.070 ACRES**

SITUATED in Parker County, Texas, and being 1.070 acres of land out of the in the J. S. Ozer Survey, Abstract No. 1029, and being a portion of a tract conveyed to DHKB Investments LLC, by deed recorded in Volume 2848, Page 331, Deed Records, Parker County, Texas, same being Lot 7, Block 2, Willow Park Crossing Phase One, an addition to the City of Willow Park as thereof recorded in Cabinet D, Slide 230, Plat Records, Parker County, Texas, and being more particularly described as follows:

BEGINNING at 1/2 inch capped rod found, marked "CARTER 5691", at the southeast corner of said Lot 7, and being in the northeast right-of-way line of East Bankhead Highway, a variable width right-of-way and the northwest right-of-way line of Willow Bend Drive, a 60' wide right-of-way;

THENCE North 51°08'33" West departing the northwest right-of-way line of Willow Bend Drive, and with said northeast right-of-way line of East Bankhead Highway for a distance of 23.14 feet to a capped 1/2 inch rod found, marked "CARTER 5691";

THENCE North 51°15'49" West continuing with said northeast right-of-way line of East Bankhead Highway for a distance of 141.29 feet to a 1/2 inch rod found at the southwest corner of said Lot 7 and the southeast corner of Lot 1, Block 1, Willow Park Baptist Church Addition, an addition to the City of Willow Park, as thereof recorded in Cabinet B, Slide 65, Plat Records, Parker County, Texas.

THENCE North 35°51'17" East departing said northeast right-of-way line of East Bankhead Highway and with the southeast line of said Lot 1, and also with the northwest line of said Lot 7 for a distance of 202.95 feet to a point in the north line of the J.S. Ozer Survey, Abstract No. 1029, same being the south line of the J. Cole Survey, Abstract 218;

THENCE North 89°52'52" East with said common Survey lines and the north line of this annexation tract for a distance of 229.37 feet to a point in said northwest Willow Bend Drive right-of-way line which bears South 39°28'00" West for a distance of 6.50 feet from a 1/2 inch capped iron found, marked "CARTER 5691";

THENCE South 39°28'00" West with said northwest right-of-way line for a distance of 339.27 feet to the POINT OF BEGINNING and containing 1.070 acres or 46,614 square feet.

The bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations. Distances can be converted to surface by multiplying each distance by the combined scale factor of the site which is 1.000128555.

THIS DESCRIPTION WAS PREPARED TO ACCOMPANY AN EXHIBIT OF THE DESCRIBED PROPERTY.

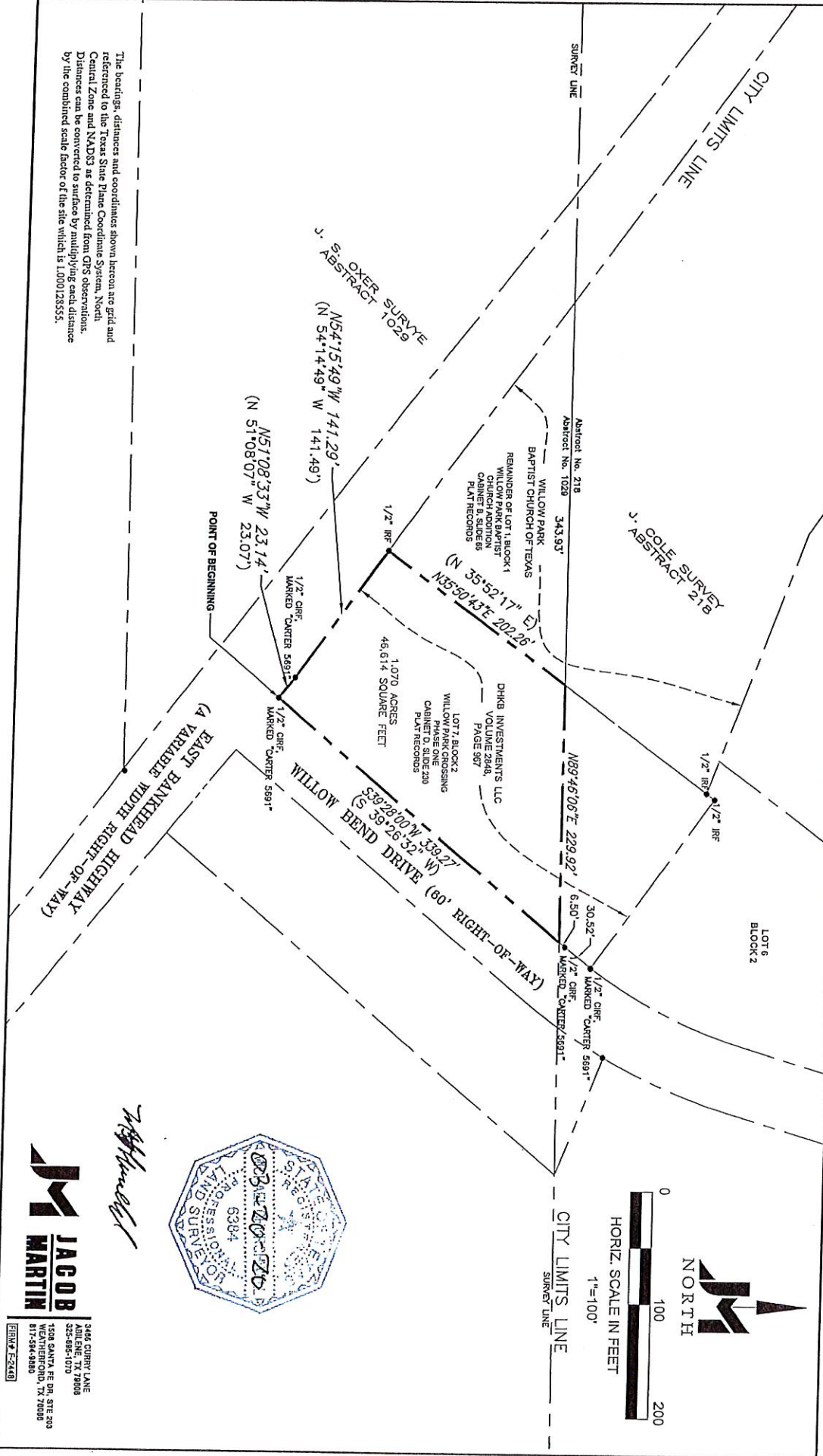
JACOB & MARTIN, LLC.
CONSULTING ENGINEERS

March 20, 2020

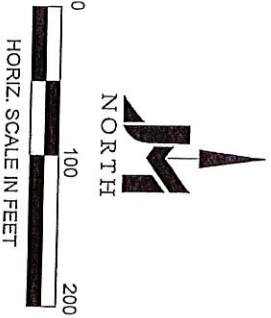


Matthew A. Small

EXHIBIT A



The bearings, distances and coordinates shown hereon are grid and referred to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations. Distances can be converted to surface by multiplying each distance by the combined scale factor of the site which is 1.000128555.



JAGOB MARTIN

3446 CURRY LANE
ADILENE, TX 77800
325-885-070
1508 SANTA FE DR, STE 203
WEATHERFORD, TX 76086
817-584-9880
EIN# 52428

ORDINANCE NUMBER 821-20

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF WILLOW PARK, PARKER COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, §43.0671 of the Texas Local Government Code authorizes the annexation of territory, subject to the laws of this state, by the City of Willow Park, Texas, an incorporated, general law city;

WHEREAS, an offer of a development agreement pursuant to §43.016 of the Texas Local Government Code has been made and waived by the petitioners for the annexation;

WHEREAS, the procedures prescribed by the Texas Local Government Code, and the laws of this state have been duly followed with respect to the following described territory (the "Annexed Property"), to wit:

SITUATED in Parker County, Texas, and being 1.070 acres of land out of the J. S. Ozer Survey, Abstract No. 1029, and being a portion of a tract conveyed to DHKB Investments LLC, by deed recorded in Volume 2848, Page 331, Deed Records, Parker County, Texas, same being Lot 7, Block 2, Willow Park Crossing Phase One, an addition to the City of Willow Park as thereof recorded in Cabinet D, Slide 230, Plat Records, Parker County, Texas, and being more particularly described as follows:

BEGINNING at 1/2 inch capped rod found, marked "CARTER 5691", at the southeast corner of said Lot 7, and being in the northeast right-of-way line of East Bankhead Highway, a variable width right-of-way and the northwest right-of-way line of Willow Bend Drive, a 60' wide right-of-way;

THENCE North 51°08'33" West departing the northwest right-of-way line of Willow Bend Drive, and with said northeast right-of-way line of East Bankhead Highway for a distance of 23.14 feet to a capped 1/2 inch rod found, marked "CARTER 5691";

THENCE North 51°15'49" West continuing with said northeast right-of-way line of East Bankhead Highway for a distance of 141.29 feet to a 1/2 inch rod found at the southwest corner of said Lot 7 and the southeast corner of Lot 1, Block 1, Willow Park Baptist Church Addition, an addition to the City of Willow Park, as thereof recorded in Cabinet B, Slide 65, Plat Records, Parker County, Texas.

THENCE North 35°51'17" East departing said northeast right-of-way line of East Bankhead Highway and with the southeast line of said Lot 1, and also with the northwest line of said Lot 7

for a distance of 202.95 feet to a point in the north line of the J.S. Oxer Survey, Abstract No. 1029, same being the south line of the J. Cole Survey, Abstract 218;

THENCE North 89°52'52" East with said common Survey lines and the north line of this annexation tract for a distance of 229.37 feet to a point in said northwest Willow Bend Drive right-of-way line which bears South 39°28'00" West for a distance of 6.50 feet from a 1/2 inch capped iron found, marked "CARTER 5691";

THENCE South 39°28'00" West with said northwest right-of-way line for a distance of 339.27 feet to the POINT OF BEGINNING and containing 1.070 acres or 46,614 square feet.

The bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations. Distances can be converted to surface by multiplying each distance by the combined scale factor of the site which is 1.000128555.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

1. That the Annexed Property described above is hereby annexed to the City of Willow Park, Parker County, Texas, and that the boundary limits of the City of Willow Park be and the same are hereby extended to include the Annexed Property within the city limits of the City of Willow Park, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Willow Park and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan for the Annexed Property has been agreed to by the petitioners for the annexation and is hereby adopted and attached as Exhibit "A", which is incorporated herein as though set out in full.

The City Secretary is hereby directed to file with the County Clerk of Parker County, Texas, a certified copy of this ordinance.

PASSED, APPROVED AND ADOPTED on this the 8th day of December, 2020.

Doyle Moss, Mayor

ATTEST:

Alicia Smith TRMC, City Secretary

APPROVED AS TO FORM:

William P. Chesser

The Willow Park City Council is acting on Ordinance No. 821-20, did on the 8th day of Decemberr, 2020:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss	_____	_____	_____
Erick Contreras, Place 1	_____	_____	_____
Tyler VanSant, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Nathan Crummel, Place 5	_____	_____	_____

EXHIBIT "A"

SERVICES TO BE PROVIDED TO ANNEXED LAND

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: Parker County Emergency Services District 1

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by City of Willow Park Fire Department Fire Station No. 1, located at 101 Stagecoach Trail. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office.

POLICE

Services to be Provided: Currently, the area is under the jurisdiction of the Parker County Sheriff's Office. Upon annexation, the City of Willow Park Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Compliance Services upon annexation. This includes issuing building, electrical, mechanical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Willow Park.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Willow Park Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Willow Park Subdivision Ordinance. These services can be provided within the department's current budget and staff appropriation.

HEALTH CODE ENFORCEMENT SERVICE

Services to be Provided: The City of Willow Park will implement the enforcement of the City's health ordinances and regulations on the effective date of the annexation. Such services can be provided with current personnel and within the current budget appropriation.

STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the streets will be provided by the City of Willow Park on the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Services to be Provided: Developers will provide storm water drainage improvements at their own expense and will be inspected by the City Engineers at the time of completion. The City will then maintain the drainage improvements, upon approval, and acceptance.

STREET LIGHTING

Services to be Provided: The City of Willow Park will coordinate any request for improved street lighting within the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Services to be Provided: The City of Willow Park Public Works Department will provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Services to be Provided: Water service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, water service shall be provided in accordance with utility extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Services to be Provided: Sanitary sewer service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, sanitary sewer service shall be provided in accordance with utility extension ordinances. Extension of service shall comply with City codes and ordinances.

SOLID WASTE SERVICES

Services to be Provided: Solid Waste Collection shall be provided to the area upon annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Willow Park’s established policies governing extension of municipal services to newly annexed areas.

Agreed to this Municipal Service Plan on this the 05 day of November, 2020.

DHK INVESTMENTS, LLC
A TEXAS LIMITED LIABILITY COMPANY


Signed: 
SHAUN KRETZSCHMAR, MEMBER

Signed: 
MICHAEL BOOTHBY, MEMBER

THE STATE OF TEXAS
COUNTY OF PARKER

BEFORE ME, the undersigned authority, on this day personally appeared Shaun Kretzschmar and Michael Boothby, in their capacity as members of DHK Investments, LLC, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 5 day of November, 2020.


Alicia Smith
Notary Public in and for Parker County, Texas



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: December 8, 2020	Department:	Presented By: Betty Chew
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AGENDA ITEM:

PUBLIC HEARING to consider comments regarding a petition requesting annexation of a 0.642 acre tract of land located on the east side of the Willow Park Baptist Church campus at 129 S. Ranch House Road.

BACKGROUND:

Willow Park Baptist Church is requesting voluntary annexation of this 0.642 acre tract of vacant land located on the north side of Bankhead Highway, on the east side of their campus. This property is located adjacent to the City of Willow Park, in the City's extraterritorial jurisdiction (ETJ).

The City Council will need to conduct the public hearing in accordance with Chapter 43, Texas Local Government Code, Municipal Annexation. The final step in the process is adoption of the ordinance annexing the property and service plan.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends the City Council adopt Ordinance 822-20 annexing the property.

EXHIBITS:

Petition for Annexation
Annexation Map
Ordinance 822-20

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF THE CITY OF WILLOW PARK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby waive the requirement to be offered a development agreement pursuant to Section 43.016, and petition your honorable Body to extend the present city limits so as to include as part of the City of Willow Park, Texas, the following described territory, to wit:

Situated in Parker County, Texas, and being 0.642 acres of land out of the J.S. Oxeer Survey, Abstract No. 1029, and being a portion of the remainder of Lot 1, Block 1, Willow Park Baptist Church Addition, an addition to the Town of Willow Park, Parker County, Texas according to the plat recorded in Cabinet B, Slide 65, Plat Records, Parker County, Texas, and being more particularly described by metes and bounds and map attached hereto as Exhibit "A," both of which are incorporated herein as though set out in full.

We certify that the above described tract of land is contiguous and adjacent to the City of Willow Park, Texas, and that this petition is signed and duly acknowledged by each and every person having an interest in said land. In addition, we understand and agree that the City of Willow Park shall provide services to the above described tract of land in accordance with Exhibit "B," attached hereto and incorporated herein as though set out in full.

WILLOW PARK BAPTIST CHURCH OF TEXAS
A TEXAS NON-PROFIT CORPORATION

Signed: _____

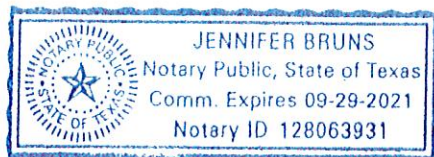
Clark Basher

THE STATE OF TEXAS

COUNTY OF PARKER

BEFORE ME, the undersigned authority, on this day personally appeared Clark Basher, in his capacity as Pastor of the Willow Park Baptist Church of Texas, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of November, 2020.



Notary Public in and for
Parker County, Texas

EXHIBIT A
ANNEXATION TRACT
0.642 ACRE
METES AND BOUNDS DESCRIPTION

SITUATED in Parker County, Texas, and being 0.642 acre of land out of the in the J. S. Ozer Survey, Abstract No. 1029, and being a portion of the remainder of Lot 1, Block 1, Willow Park Baptist Church Addition, an addition to the Town of Willow Park, Parker County, Texas according to the plat recorded in Cabinet B, Slide 65, Plat Records, Parker County, Texas, and being more particularly described as follows:

BEGINNING at 1/2 inch rebar rod found in the northeasterly right-of-way line of East Bankhead Highway (80' ROW), same being the southwesterly boundary line of said Lot 1, Block 1, Willow Park Baptist Church Addition, and further, said point being the southerly corner of both this described tract and of said remainder of Lot 1, Block 1, Willow Park Baptist Church Addition, and the southwesterly corner of Lot 7, Block 2, Willow Park Crossing, Phase One, an addition to the Town of Willow Park, Parker County, Texas, according to the plat recorded in Cabinet D, Slide 230, Plat Records, Parker County, Texas, and from said point of beginning the intersection of the westerly right-of-way line of Willow Bend Drive (60' ROW) and said northeasterly right-of-way line of East Bankhead Highway bears South 54°14'00" East 141.29 feet and South 51°23'31" East 23.14 feet, and the southwesterly corner of said Lot 1, Block 1, Willow Park Baptist Church Addition, located at the intersection of the easterly right-of-way line of South Ranch House Road and said northeasterly right-of-way line of East Bankhead Highway is calculated from calls to bear North 54°01'32" West 790.96 feet;

THENCE North 54°01'32" West 276.74 feet with said northeasterly right-of-way line of East Bankhead Highway and said southwesterly line of said Lot 1, Block 1, Willow Park Baptist Church Addition to a point in the north line of said J. S. Ozer Survey, Abstract No. 1029, same being the south line of the J. Cole Survey, Abstract 218;

THENCE North 89°46'06" East, over and across said Lot 1, Block 1, Willow Park Baptist Church Addition, with said common Survey lines and the north line of this annexation tract, for a distance of 342.40 feet to a point on the southeasterly line of this described tract, same being the southeasterly line of said remainder of Lot 1, Block 1, Willow Park Baptist Church Addition and the northwesterly line of said Lot 7, Block 2, Willow Park Crossing, Phase One;

THENCE South 35°50'43" West with said southeasterly line of this tract and said common lot lines for a distance of 202.26 feet to the POINT OF BEGINNING and containing 0.642 acre or 27,986 square feet.

The bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations. Distances can be converted to surface by multiplying each distance by the combined scale factor of the site which is 1.000128555.

THIS DESCRIPTION WAS PREPARED TO ACCOMPANY AN EXHIBIT OF THE DESCRIBED PROPERTY.

JACOB & MARTIN, LLC.
CONSULTING ENGINEERS

OCTOBER 22, 2020

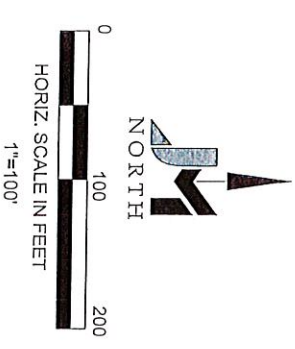
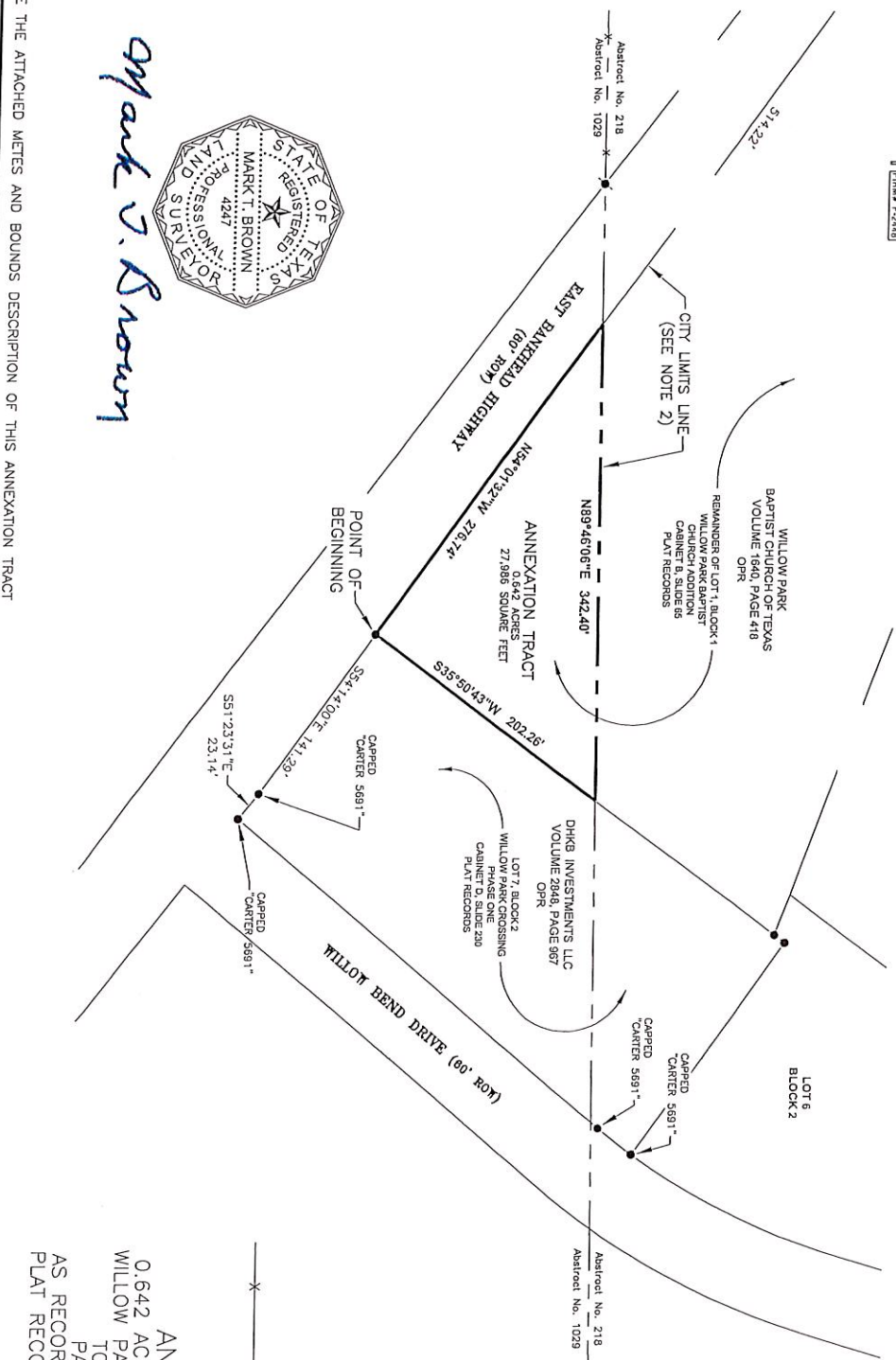


Mark T. Brown

EXHIBIT A

SEE THE ATTACHED METES AND BOUNDS DESCRIPTION OF THIS ANNEXATION TRACT

Opak V. Brown



- NOTES:
1. The bearings, distances and coordinates shown hereon are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations. Distances can be converted to surface by multiplying each distance by the combined scale factor of the site which is 1.000128555.
 2. By virtue of ORDINANCE NO. 102 of the Town of Willow Park, Texas, shown in "SECOND TRACT" hereof, the territory in the immediate vicinity of Lot 1, Block 1, Willow Park Baptist Church Addition, per Cabinet B, Slide 65, Plat Records, Parker County, Texas, which is both north of the south boundary line of the J. Cole Survey, Abstract No. 218, and north of the northeasterly right-of-way line of the Bankhead Highway, is annexed into the Town of Willow Park, Texas.

ANNEXATION TRACT
 0.642 ACRE OUT OF LOT 1, BLOCK 1,
 WILLOW PARK BAPTIST CHURCH ADDITION
 TOWN OF WILLOW PARK,
 PARKER COUNTY, TEXAS
 AS RECORDED IN CABINET B, SLIDE 65,
 PLAT RECORDS, PARKER COUNTY, TEXAS
 OCTOBER 22, 2020

ORDINANCE NUMBER 822-20

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF WILLOW PARK, PARKER COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, §43.0671 of the Texas Local Government Code authorizes the annexation of territory, subject to the laws of this state, by the City of Willow Park, Texas, an incorporated, general law city;

WHEREAS, an offer of a development agreement pursuant to §43.016 of the Texas Local Government Code has been made and waived by the petitioners for the annexation;

WHEREAS, the procedures prescribed by the Texas Local Government Code, and the laws of this state have been duly followed with respect to the following described territory (the “Annexed Property”), to wit:

SITUATED in Parker County, Texas, and being 0.642 acre of land out of the J. S. Oxer Survey, Abstract No. 1029, and being a portion of the remainder of Lot 1, Block 1, Willow Park Baptist Church Addition, an addition to the Town of Willow Park, Parker County, Texas according to the plat recorded in Cabinet B, Slide 65, Plat Records, Parker County, Texas, and being more particularly described as follows:

BEGINNING at 1/2 inch rebar rod found in the northeasterly right-of-way line of East Bankhead Highway (80’ ROW), same being the southwesterly boundary line of said Lot 1, Block 1, Willow Park Baptist Church Addition, and further, said point being the southerly corner of both this described tract and of said remainder of Lot 1, Block 1, Willow Park Baptist Church Addition, and the southwesterly corner of Lot 7, Block 2, Willow Park Crossing, Phase One, an addition to the Town of Willow Park, Parker County, Texas, according to the plat recorded in Cabinet D, Slide 230, Plat Records, Parker County, Texas, and from said point of beginning the intersection of the westerly right-of-way line of Willow Bend Drive (60’ ROW) and said northeasterly right-of-way line of East Bankhead Highway bears South 54°14’00” East 141.29 feet and South 51°23’31” East 23.14 feet, and the southwesterly corner of said Lot 1, Block 1, Willow Park Baptist Church Addition, located at the intersection of the easterly right-of-way line of South Ranch House Road and said northeasterly right-of-way line of East Bankhead Highway is calculated from calls to bear North 54°01’32” West 790.96 feet;

THENCE North 54°01’32” West 276.74 feet with said northeasterly right-of-way line of East Bankhead Highway and said southwesterly line of said Lot 1, Block 1, Willow Park Baptist Church Addition to a point in the north line of said J. S. Oxer Survey, Abstract No. 1029, same being the south line of the J. Cole Survey, Abstract 218;

THENCE North 89°46'06" East, over and across said Lot 1, Block 1, Willow Park Baptist Church Addition, with said common Survey lines and the north line of this annexation tract, for a distance of 342.40 feet to a point on the southeasterly line of this described tract, same being the southeasterly line of said remainder of Lot 1, Block 1, Willow Park Baptist Church Addition and the northwesterly line of said Lot 7, Block 2, Willow Park Crossing, Phase One;

THENCE South 35°50'43" West with said southeasterly line of this tract and said common lot lines for a distance of 202.26 feet to the POINT OF BEGINNING and containing 0.642 acre or 27,986 square feet.

The bearings, distances and coordinates shown herein are grid and referenced to the Texas State Plane Coordinate System, North Central Zone and NAD83 as determined from GPS observations. Distances can be converted to surface by multiplying each distance by the combined scale factor of the site which is 1.000128555.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

1. That the Annexed Property described above is hereby annexed to the City of Willow Park, Parker County, Texas, and that the boundary limits of the City of Willow Park be and the same are hereby extended to include the Annexed Property within the city limits of the City of Willow Park, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Willow Park and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.
2. A service plan for the Annexed Property has been agreed to by the petitioners for the annexation and is hereby adopted and attached as Exhibit "A", which is incorporated herein as though set out in full.

The City Secretary is hereby directed to file with the County Clerk of Parker County, Texas, a certified copy of this ordinance.

PASSED, APPROVED AND ADOPTED on this the 8th day of December, 2020.

Doyle Moss, Mayor

ATTEST:

Alicia Smith TRMC, City Secretary

APPROVED AS TO FORM:

William P. Chesser

The Willow Park City Council is acting on Ordinance No. 822-20, did on the 8th day of Decemberr, 2020:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss	_____	_____	_____
Erick Contreras, Place 1	_____	_____	_____
Tyler VanSant, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Nathan Crummel, Place 5	_____	_____	_____

EXHIBIT "A"

SERVICES TO BE PROVIDED TO ANNEXED LAND

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: Parker County Emergency Services District 1

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by City of Willow Park Fire Department Fire Station No. 1, located at 101 Stagecoach Trail. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office.

POLICE

Services to be Provided: Currently, the area is under the jurisdiction of the Parker County Sheriff's Office. Upon annexation, the City of Willow Park Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Compliance Services upon annexation. This includes issuing building, electrical, mechanical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Willow Park.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Willow Park Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Willow Park Subdivision Ordinance. These services can be provided within the department's current budget and staff appropriation.

HEALTH CODE ENFORCEMENT SERVICE

Services to be Provided: The City of Willow Park will implement the enforcement of the City’s health ordinances and regulations on the effective date of the annexation. Such services can be provided with current personnel and within the current budget appropriation.

STREET

Existing Services: County Street Maintenance

Services to be Provided: Maintenance to the streets will be provided by the City of Willow Park on the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Services to be Provided: Developers will provide storm water drainage improvements at their own expense and will be inspected by the City Engineers at the time of completion. The City will then maintain the drainage improvements, upon approval, and acceptance.

STREET LIGHTING

Services to be Provided: The City of Willow Park will coordinate any request for improved street lighting within the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Services to be Provided: The City of Willow Park Public Works Department will provide, after the effective date of annexation, any additional traffic control devices.

WATER SERVICE

Services to be Provided: Water service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, water service shall be provided in accordance with utility extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Services to be Provided: Sanitary sewer service to the area will be provided in accordance with applicable codes and departmental policy. When property develops in the area, sanitary sewer service shall be provided in accordance with utility extension ordinances. Extension of service shall comply with City codes and ordinances.

SOLID WASTE SERVICES

Services to be Provided: Solid Waste Collection shall be provided to the area upon annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Willow Park’s established policies governing extension of municipal services to newly annexed areas.

Agreed to this Municipal Service Plan on this the 8 day of November, 2020.

WILLOW PARK BAPTIST CHURCH OF TEXAS
A TEXAS NON-PROFIT CORPORATION

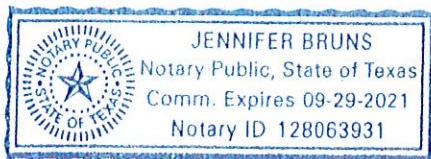
Signed: Clark Bosher

THE STATE OF TEXAS

COUNTY OF PARKER

BEFORE ME, the undersigned authority, on this day personally appeared Clark Bosher, in his capacity as Pastor of the Willow Park Baptist Church of Texas, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this _____ day of November, 2020.



Jennifer Bruns
Notary Public in and for Parker County, Texas



AGENDA ITEM BRIEFING SHEET

Meeting Date: December 8, 2020	Department: Development Services	Presented By: Betty Chew
--	--	------------------------------------

AGENDA ITEM:

PUBLIC HEARING to consider and act on a request to rezone from R-1 Single Family Residential District” to C “Commercial District” 6.35 acres Wesley Franklin Survey, Abstract No. 468, City of Willow Park, Parker County, Texas located on the southeast corner of Crown Pointe Blvd. and Crown Road.

BACKGROUND:

The property is located in Planning Area 3 as identified in the City Comprehensive Plan. Planning Area 3 is situated along Interstate 20 making the area potentially attractive to commercial and retail use. Medical facilities will be located in the area to the west. The property currently houses the City’s wastewater treatment plant. A new wastewater treatment plant will be constructed southeast of this site. The current plant will be dismantled and removed. To relocate the wastewater treatment plant the City and Willow Park Baptist Church are exchanging property. The Church, as a stipulation of the agreement, wants the City to Zone the property C ”Commercial District”. The Church is constructing their new campus on the west side of Crown Pointe Blvd. The property to the south and east of this property is owned by Willow Park Baptist Church and undeveloped. The remaining properties adjacent to Crown Pointe Blvd are zoned and used for commercial and multi-family.

Notice of Public Hearing was published.

STAFF/BOARD/COMMISSION RECOMMENDATION:

The Comprehensive Plan Future Land Use Plan shows Town Center.

The Planning and Zoning Commission recommends rezoning the property to “C” Commercial District.

If the City Council concurs with the Commission recommendation you will need to adopt Ordinance 823-20.

EXHIBITS:

- Zoning Application
- Future Land Use Map
- Zoning Map
- Ordinance 823-20

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A



City of Willow Park
 516 Ranch House Road
 Willow Park, Texas 76087
 Phone: (817) 441-7108 · Fax: (817) 441-6900

ZONING CHANGE REQUIREMENTS

Name of Applicant: City of Willow Park

Mailing Address: 516 Ranch House Rd Willow Park, TX 76087
Street City State Zip

Phone: 817-441-7108 Fax: _____ Email: _____

Property Owner: City of Willow Park

Mailing Address: 516 Ranch House Rd Willow Park, TX 76087
Street City State Zip

Phone: 817-441-7108 Fax: _____ Email: _____

Location of property requesting to be re-zoned: Southeast corner Crown Pointe Blvd and Crown Rd

Intended Use of property: _____

Current Zoning District: R-1 "Single-Family Residential"

Requested Zoning District: C "Commercial"

Specific reason for zoning request: Exchange of Property

FEES: \$150 (Residential)
 \$150 (Non-Residential)

Additional fees (if applicable): _____
 Additional fees (if applicable): N/A

Any reasonable fees and/or costs which are required by the City of Willow Park for a proper review of this request are the sole responsibility of the applicant. Such fees or costs shall include, but are not limited to engineering reviews, legal opinions, building/property inspections and/or testing(s).

Doug Brown
 SIGNATURE OF OWNER

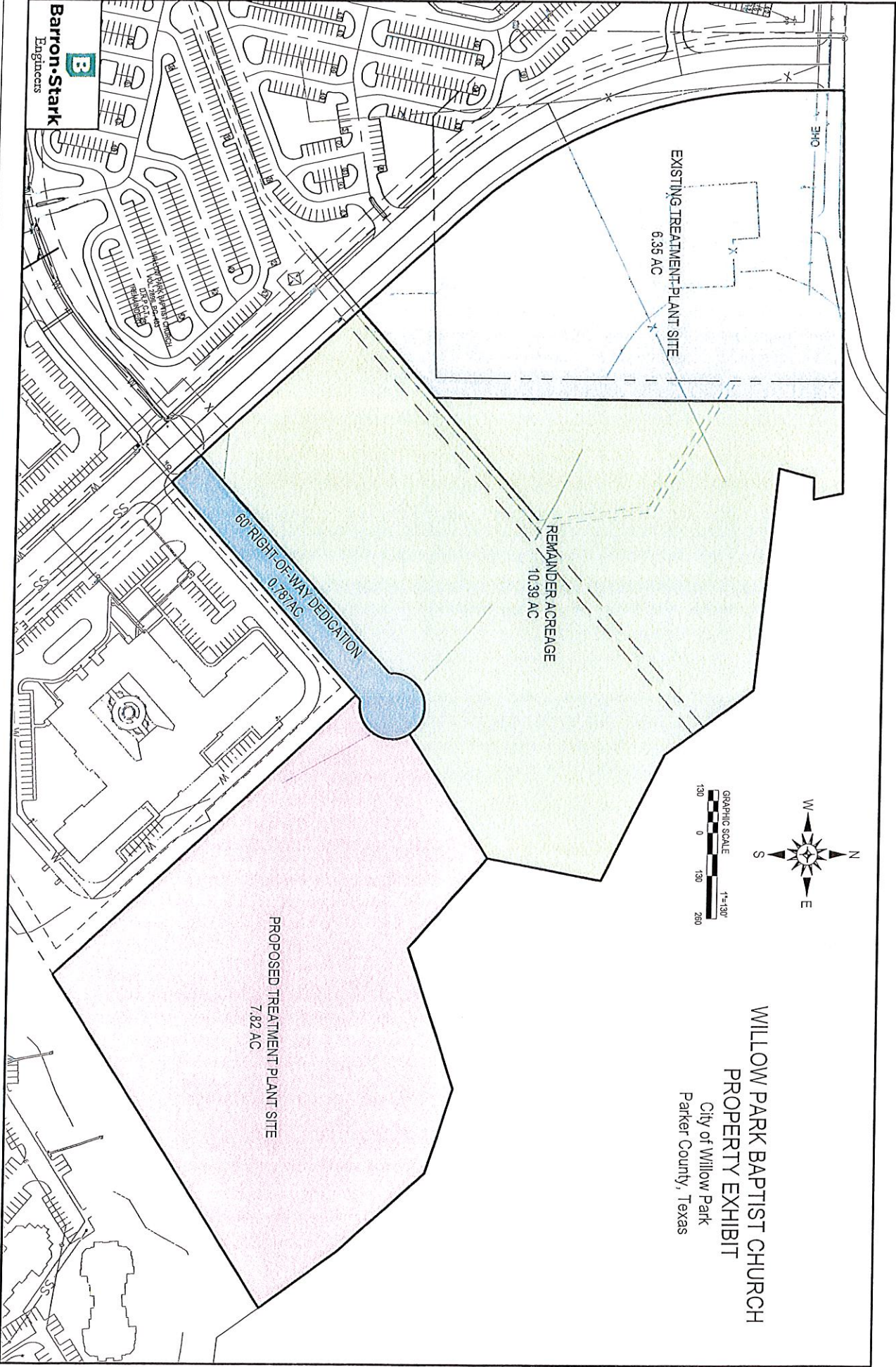
10/29/20
 DATE

SIGNATURE OF APPLICANT

DATE

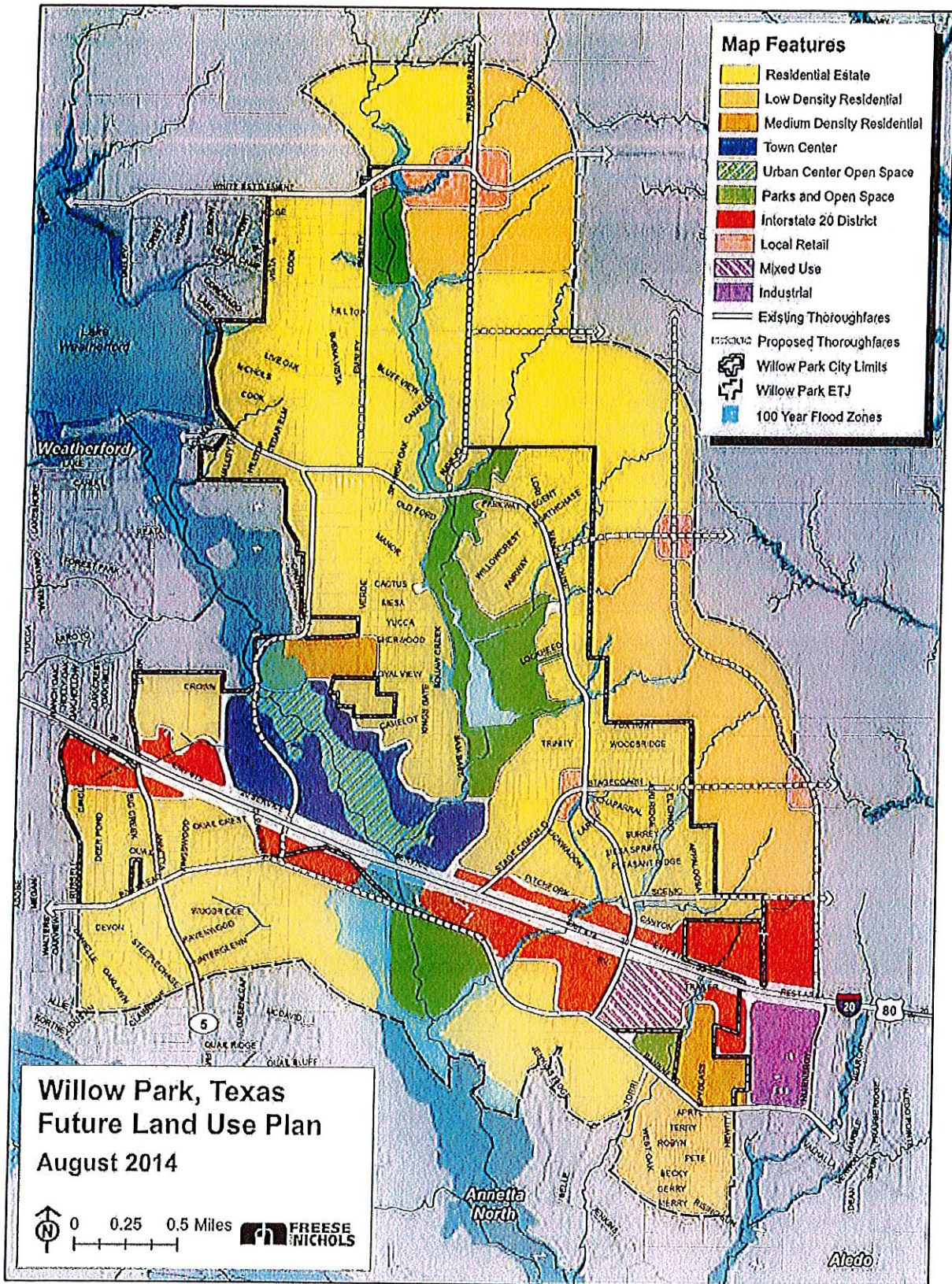
If the property owner is represented by another, a notarized letter of authorization must be submitted.

Barron-Stark
Engineers



WILLOW PARK BAPTIST CHURCH
PROPERTY EXHIBIT
City of Willow Park
Parker County, Texas

Future Land Use Map



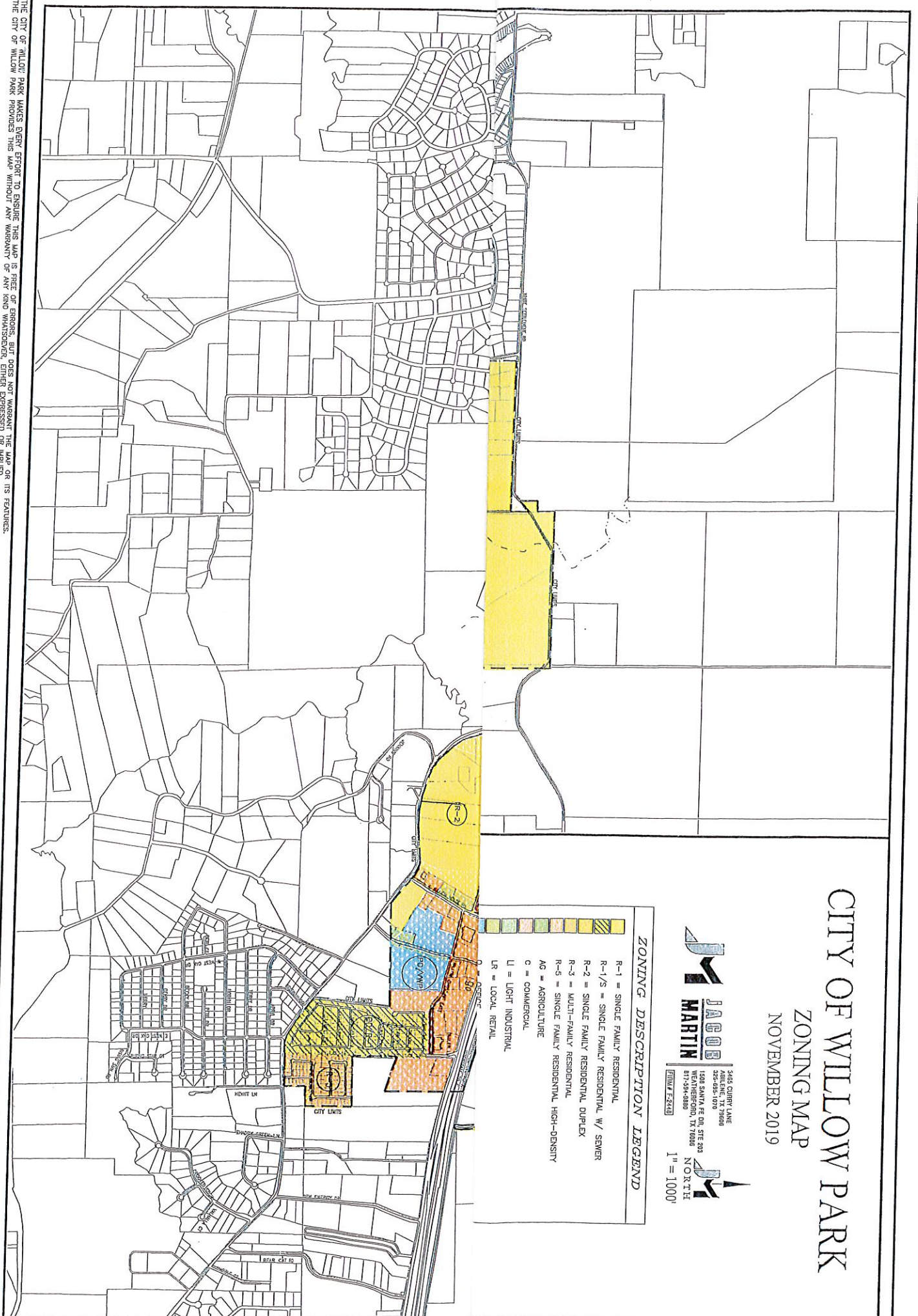
CITY OF WILLOW PARK ZONING MAP NOVEMBER 2019

JACOB MARTIN
 5405 CHERRY LANE
 ARLING, TX 79008
 325-695-1070
 1500 SANTA FE DR, STE 209
 WEAVERFORD, TX 79085
 817-324-9800
 FIRM # E2420
 NORTH
 1" = 1000'

ZONING DESCRIPTION LEGEND

- R-1 = SINGLE FAMILY RESIDENTIAL
- R-1/S = SINGLE FAMILY RESIDENTIAL W/ SEWER
- R-2 = SINGLE FAMILY RESIDENTIAL DUPLEX
- R-3 = MULTI-FAMILY RESIDENTIAL
- R-5 = SINGLE FAMILY RESIDENTIAL HIGH-DENSITY
- AG = AGRICULTURE
- C = COMMERCIAL
- LI = LIGHT INDUSTRIAL
- LR = LOCAL RETAIL

THE CITY OF WILLOW PARK MAKES EVERY EFFORT TO ENSURE THIS MAP IS FREE OF ERRORS, BUT DOES NOT WARRANT THE MAP OR ITS FEATURES. THE CITY OF WILLOW PARK PROVIDES THIS MAP WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESSED OR IMPLIED.



REZONING

R-1 "SINGLE FAMILY RESIDENTIAL" TO C "COMMERCIAL"

6.35 ACRES WESLEY FRANKLIN SURVEY

Willow Park Baptist Church of Texas

777 Crown Pointe Blvd

Willow Park, TX 76087

Willow Park Baptist Church of Texas

129 S Ranch House Rd

Willow Park, TX 76008

WPD Trinity LLC

17018 Interstate 20

Cisco, TX 76437

St Marianne Cope Health Care LLC

3502 Armstrong Ave

Dallas, TX 75205

Mailed 11/05/2020

CITY OF WILLOW PARK, TEXAS

ORDINANCE 823-20

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS, PROVIDING FOR A CHANGE IN ZONING TO C COMMERCIAL DISTRICT CLASSIFICATION AND USE DESIGNATION FOR THAT CERTAIN 6.35 ACRES OF LAND LOCATED IN THE WESLEY FRANKLIN SURVEY, ABSTRACT NO. 468, IN PARKER COUNTY AND THE CITY OF WILLOW PARK, TEXAS; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR A PENALTY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Willow Park, Texas is a Type A general law municipality located in Parker County, created in accordance with the provisions of Chapter 21 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, City of Willow Park (owner) has applied for a change in zoning for that certain 6.35-acre tract of land, more fully described by metes and bounds in "Exhibit A", attached hereto, from "R1" Single Family Residential District zoning classification and use designation to "C" Commercial District; and,

WHEREAS, The City has complied with all requirements of Chapter 211 of the Local Government Code and all other laws dealing with notice, publication and procedural requirements for the rezoning of the Property; and,

WHEREAS, The City of Willow Park, Texas does hereby deem it advisable and in the public interest to grant the requested zoning.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

SECTION 1. LAND USE PERMITTED

The zoning district classification and use designation of the property described in Exhibit "A" is hereby changed from "R1" Single Family Residential District to "C" Commercial District classification use.

SECTION 2. REPEAL OF CONFLICTING ORDINANCES

All Ordinances in conflict herewith be and the same are hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY

The provisions of this Ordinance are severable, and if any part or provision hereof shall be adjudged invalid by any court of competent jurisdiction, such adjudication shall not affect or impair any of the remaining parts or provisions hereof.

SECTION 4. EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its adoption by the City Council of the City of Willow Park and publication as required by law, and it is so ordained.

PASSED AND APPROVED by the City Council of the City of Willow Park, Texas, this 8th, day of December, 2020.

APPROVED:

Doyle Moss, Mayor

ATTEST:

Alicia Smith TRMC, City Secretary

The Willow Park City Council is acting on Ordinance No. 823-20, did on the 8th day of December 2020 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>	<u>ABSTAIN</u>
Doyle Moss	_____	_____	_____
Eric Contreras, Place 1	_____	_____	_____
Tyler VanSant, Place 2	_____	_____	_____
Greg Runnebaum, Place 3	_____	_____	_____
Lea Young, Place 4	_____	_____	_____
Nathan Crummel, Place 5	_____	_____	_____

EXHIBIT A

LEGAL DESCRIPTION 6.35 ACRE WILLOW PARK SEWER PLANT SITE

Being a 6.35 acre tract situated in the WESLEY FRANKLIN SURVEY, ABSTRACT NO.468, Parker County, Texas and being a portion of that certain condemnation tract to the City of Willow Park, Texas recorded in Docket No 20468-9-2, Court of Law of Parker County, Texas dated June 20, 1996 and all of that certain 0.77 acre parcel conveyed to City of Willow Park, Texas by Willow Park Baptist Church of Texas as recorded in Clerk Document No. 201829357, Deed Records Parker County, Texas and being more particularly described as follows.

COMMENCING at a point in the east line of Crown Pointe Boulevard for the northwest corner of Lot 2, Block B, Crown Point Addition Phase II, an addition to Willow Park, Texas as recorded in Cabinet D, Slide 232, Plat Records Parker County, Texas.

Thence North 42°30'00" West with the east line of Crown Pointe Boulevard a distance 392.13 feet to the Point of Beginning;

Thence North 42°30'00" West with the Crown Pointe Boulevard east line a distance of 220.97 feet to a point for the beginning of a curve to the right having a radius of 720.00 feet, a central angle of 42°30'00", and a long chord which bears North 21°15'00" West, 521.91 feet;

Thence along said curve to the right and east line of Crown Pointe Boulevard an arc distance of 534.07 feet to a point;

Thence North 00°00'00" East with the Crown Pointe Boulevard east line a distance of 97.21 feet to a point in the north line of said Franklin Survey and the south line of the Patricia G. Chenault tract as recorded in Volume 1585, Page 348, Deed Records Parker County, Texas;

Thence North 89°00'36" East with the north line of said Franklin Survey and the south line of said Chenault tract a distance of 477.63 feet to a point;

Thence South 00°23'41" West a distance of 636.05 feet to a point;

Thence South 48°36'13" West a distance of 179.60 feet to the Point of Beginning and Containing 276,744 square feet, 6.35 acres of land, more or less.

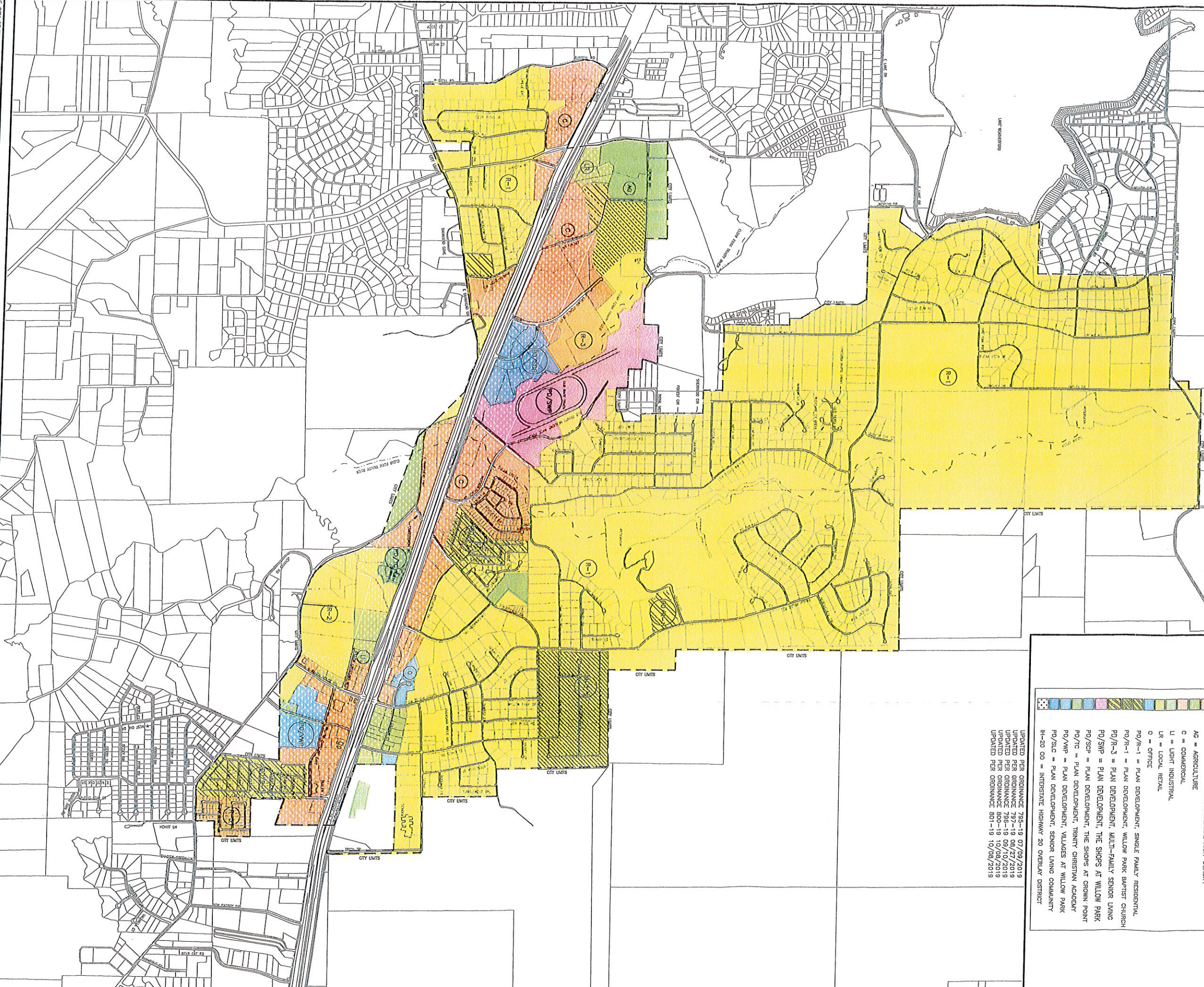
CITY OF WILLOW PARK ZONING MAP NOVEMBER 2019



ZONING DESCRIPTION LEGEND

	R-1 = SINGLE FAMILY RESIDENTIAL
	R-1/S = SINGLE FAMILY RESIDENTIAL W/ SEWER
	R-2 = SINGLE FAMILY RESIDENTIAL DUPLEX
	R-3 = MULTI-FAMILY RESIDENTIAL
	R-5 = SINGLE FAMILY RESIDENTIAL HIGH-DENSITY
	AG = AGRICULTURE
	C = COMMERCIAL
	LI = LIGHT INDUSTRIAL
	LR = LOCAL RETAIL
	O = OFFICE
	PD/R-1 = PLAN DEVELOPMENT, SINGLE FAMILY RESIDENTIAL
	PD/R-1-1 = PLAN DEVELOPMENT, WILLOW PARK BAPTIST CHURCH
	PD/R-3 = PLAN DEVELOPMENT, MULTI-FAMILY SENIOR LIVING
	PD/SNP = PLAN DEVELOPMENT, THE SHOPS AT WILLOW PARK
	PD/SOP = PLAN DEVELOPMENT, TRINITY CHRISTIAN ACADEMY
	PD/TC = PLAN DEVELOPMENT, TRINITY CHRISTIAN ACADEMY
	PD/WMP = PLAN DEVELOPMENT, VILLAGES AT WILLOW PARK
	PD/SIC = PLAN DEVELOPMENT, SENIOR LIVING COMMUNITY
	H-20 OD = INTERSTATE HIGHWAY 20 OVERLAY DISTRICT

UPDATED PER ORDINANCE 795-19 07/09/2019
 UPDATED PER ORDINANCE 797-19 09/27/2019
 UPDATED PER ORDINANCE 796-19 09/10/2019
 UPDATED PER ORDINANCE 800-19 10/08/2019
 UPDATED PER ORDINANCE 801-19 10/08/2019



THE CITY OF WILLOW PARK MAKES EVERY EFFORT TO ENSURE THIS MAP IS FREE OF ERRORS, BUT DOES NOT WARRANT THE MAP OR ITS FEATURES. THE CITY OF WILLOW PARK PROVIDES THIS MAP WITHOUT ANY WARRANTY OF ANY KIND WHATSOEVER, EITHER EXPRESSED OR IMPLIED.



AGENDA ITEM BRIEFING SHEET

Meeting Date: December 8, 2020	Department: Development Services	Presented By: Betty Chew
--	--	------------------------------------

AGENDA ITEM:

Consider and act on a Final Plat of a Replat Lot 5, Block B, Crown Pointe Addition, Phase II, City of Willow Park, Parker County, Texas.

BACKGROUND:

The owner proposes to replat Lot 5, Block B, Crown Pointe Addition, Phase II into three lots. Lot 5R will be a 2.19 acre lot (20,000 square foot surgery center), Lot 6 will be a 1.31 acre lot (12,000 square foot medical office building) and Lot 7 will be a 3.11 acre lot (future development).

The property is zoned C/IH-20 Overlay "Commercial/IH-20 Overlay District". All lots have frontage on Mary Lou Drive a 70 foot right of way. Lot 7 also has frontage on J.D. Towles Drive a 60 foot right of way. A single (24') entrance will be shared by Lot 5R and Lot 6. Cross access will be provided between all three lots. There are 24 foot fire lanes and access easements dedicated as a part of this plat.

The lots will be served by City water and sanitary sewer service from 8 inch mains.

This plat will abandon the 60 foot drainage easement along the eastern and south side of the property as stormsewer will carry the stormwater runoff under Mary Lou Drive.

STAFF/BOARD/COMMISSION RECOMMENDATION:

The Final Plat of a Replat of Lot 5, Block B, Crown Pointe Addition, Phase II meets the requirements of the Subdivision Ordinance and Staff recommends approval as presented.

The Planning and Zoning Commission recommends approval as presented.

EXHIBITS:

Plat Application
Final Plat

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A



City of Willow Park Development Services

516 Ranch House Road
Willow Park, Texas 76087
Phone: (817) 441-7108 · Fax: (817) 441-6900

PLAT APPLICATION
MUST BE AN ORIGINAL DOCUMENT - FAXED COPIES WILL NOT BE ACCEPTED
ALL SIGNATURES MUST BE ORIGINAL

Type of Plat: Preliminary Final Replat Amended

PROPERTY DESCRIPTION:

SUBMITTAL DATE: 10/27/20

Address (if assigned): TBD

Name of Additions: REPLAT LOT 5, BLOCK A, CROWN POINTE PHASE 2

Location of Addition: CROWN POINTE

Number of Lots: 3 Gross Acreage: 6.61 Zoning: C # of New Street Intersections: 0

PROPERTY OWNER:

Name: WILLOW PARK SERVICES

Contact: JIM MARTIN

Address: PO Box 1840

Phone: 817-538-6846

City: ALEPO

Fax:

State: TX Zip: 76008

Email: jim@martinlandsales.com

Signature: [Handwritten Signature]

APPLICANT:

Name: SAME AS OWNER

Contact:

Address:

Phone:

City:

Fax:

State: Zip:

Email:

Signature:

SURVEYOR:

Name: BARRON - STARK

Contact: CHUCK STARK

Address: 6221 SOUTHWEST BLVD.

Phone: 817-296-9550

City: F.W.

Fax:

State: TX Zip: 76132

Email: chucks@barronstark.com

Signature: [Handwritten Signature]

ENGINEER:

Name: SAME AS SURVEYOR Contact: _____
 Address: _____ Phone: _____
 City: _____ Fax: _____
 State: _____ Zip: _____ Email: _____
 Signature: _____

PRINCIPAL CONTACT: _____ Owner _____ Applicant Surveyor _____ Engineer _____
 • Staff comment letters and mark-ups will be distributed only to the designated principle contact
 • Comments will be sent via email unless otherwise specified

UTILITY PROVIDERS
Electric Provider: <u> TRI-COUNTY </u>
Water Provider: <u> WILLOW PARK </u>
Wastewater Provider: <u> WILLOW PARK </u>
Gas Provider (if applicable): <u> TEXAS GAS </u>

APPLICATION FEES

Handwritten notes:
 # 375⁰⁰
 2/27/2008
 [Signature]

_____ \$300.00 PLUS \$^{#25}~~10~~ PER LOT FOR LOTS UP TO 1/2 ACRE IN SIZE OR
 _____ \$300.00 PLUS \$10 PER ACRE OR FRACTION THEREOF FOR LOTS LARGER THAN 1/2 ACRE

Additional fees (if applicable):

Any reasonable fees and/or costs, which are required by the City of Willow Park for a proper review of this request, are the sole responsibility of the applicant. Such fees or costs shall include, but are not limited to engineering reviews, legal opinions, building(s)/property inspections and/or testing(s).

<i>City Use Only</i>		
Fees Collected: \$ _____		\$ _____
	\$ _____	\$ _____
Receipt Number: _____		

PLAT REVIEW CHECKLIST:

****This checklist must be submitted with the initial plat application****

I. GENERAL:

Block A

Name of Addition: LOTS 5R, 6, and 7 CROWN POINTE PHASE 2

Applicant: WILLOW PARK SERVICES

Property Owner(s): WILLOW PARK SERVICES

Location of Addition: CROWN POINTE ADDITION

II. REQUIRED DOCUMENTS FOR A PRELIMINARY PLAT

APPLICANT STAFF

A.	Preliminary Plat Application (original signatures)	_____	_____
B.	Preliminary Plat Drawing (5 paper copies & 1 digital)	_____	_____
C.	Preliminary Drainage Analysis (5 paper copies & 1 digital)	_____	_____
D.	Concept Construction Plan (5 paper copies & 1 digital)	_____	_____
E.	Tree Survey	_____	_____
F.	Location and Dimensions of Existing Structures	_____	_____
G.	Sectionalizing or Phasing of Plats	_____	_____
H.	Zoning Classification of All Properties Shown on the Plat	_____	_____
I.	Dimensions of all Proposed or Existing Lots	_____	_____
J.	Location of 100-year Flood Limits Where Applicable	_____	_____

III. REQUIRED DOCUMENTS FOR A FINAL PLAT

A.	Final Plat Application (original signatures)	_____	_____
B.	Final Plat Drawing (5 paper copies & 1 digital copy)	_____	_____
C.	Drainage Study (5 paper copies & 1 digital)	_____	_____
D.	Submit 1 mylar copy and 1 paper copy from county filing	_____	_____
E.	Written Metes and Bounds Description	_____	_____
F.	Dimensions of All Proposed or Existing Lots	_____	_____
G.	Area in acres for each lot	_____	_____
H.	Any Existing Structures which Encroach and Setback Lines	_____	_____
I.	Parker County Tax Certificate	_____	_____
J.	Plans for all water & sewer lines	_____	_____
K.	Plans for fire hydrants	_____	_____
L.	Plans for all proposed streets and sidewalks	_____	_____

IV. REQUIRED DOCUMENTS FOR A REPLAT

A.	Replat Application (original signatures)	/	✓
B.	Replat Drawing (5 paper copies & 1 digital copy)	/	✓
C.	Original Plat for comparison	/	✓
D.	Drainage Study (5 paper copies & 1 digital)	N/A	N/A
E.	Submit 1 mylar copy and 1 paper copy from county filing	✓	✓
F.	Written Metes and Bounds Description	✓	✓
G.	Dimensions of All Proposed or Existing Lots	✓	✓
H.	Area in acres for each lot	✓	✓
I.	Any Existing Structures which Encroach and Setback Lines	N/A	N/A
J.	Parker County Tax Certificate	w/ Mylar	OK

V. REQUIRED DOCUMENTS FOR AN AMENDED PLAT

A.	Amended Plat Application (original signatures)	_____	_____
B.	Final Plat Drawing (5 paper copies & 1 digital)	_____	_____
C.	Original Plat for comparison	_____	_____
D.	Drainage Study (5 paper copies & 1 digital)	_____	_____
E.	Submit 1 mylar copy and 1 paper copy from county filing	_____	_____
F.	Written Metes and Bounds Description	_____	_____
G.	Dimensions of All Proposed or Existing Lots	_____	_____
H.	Area in acres for each lot	_____	_____
I.	Any Existing Structures which Encroach and Setback Lines	_____	_____

VI. REQUIREMENTS ON ALL PLATS

	APPLICANT	STAFF
A. Adjacent Property Lines, Streets, Easements	/	✓
B. Names of Owners of Property within 200 feet	/	✓
C. Names of Adjoining Subdivisions	/	✓
D. Front and Rear Building Setback Lines	/	✓
E. Side Setback Lines	/	✓
F. City Boundaries Where Applicable	N/A	N/A
G. Date the Drawing was Prepared	/	✓
H. Location, Width, Purpose of all Existing Easements	/	✓
I. Location, Width, Purpose of all Proposed Easements	/	✓
J. Consecutively Numbered or Lettered Lots and Blocks	/	✓
K. Map Sheet Size of 18"x24" to 24"x36"	/	✓
L. North Arrow	/	✓
M. Name, Address, Telephone, of Property Owner	/	✓
N. Name, Address, Telephone of Developer	/	✓
O. Name, Address, Telephone of Surveyor	/	✓
P. Seal of Registered Land Surveyor	/	✓
Q. Consecutively Numbered Plat Notes and Conditions	/	✓
R. City of Willow Park Plat Dedication Language	/	✓
S. Location and Dimensions of Public Use Area	N/A	N/A
T. Graphic Scale of Not Greater Than 1" = 200'	/	✓
U. All Existing and Proposed Street Names	/	✓
V. Dimensions of All Existing and Proposed Rights-of-Way as Specified on Master Thoroughfare Plan	/	✓
W. Subdivision Boundary in Bold Lines	/	✓
X. Subdivision Name	/	✓
Y. Title Block Identifying Plat Type	/	✓
Z. Key Map at 1"=2000'	/	✓
AA. Surveyor's Certification of Compliance	/	✓
BB. Texas NAD83 State Plane Coordinates (Grid) (at least 2 corners)	/	✓
CC. Show relationship of plat to existing "water, sewage, and drainage	/	✓

VII. ADDITIONAL DOCUMENTS REQUIRED ON FINAL PLATS

	APPLICANT	STAFF
A. A written and notarized statement describing the minimum improvements which the subdivider agrees to provide, conditional upon City Council approval of the final plat	✓	✓
B. A written and notarized statement that all property taxes and assessments have been paid for past years and up to Current date. This statement shall be signed by the owner or owners (original and one copy)	/	✓
C. A written and notarized acknowledgement of the dedication to public use of streets, parks, water courses, drains, easements and other such public places as shown on the plat, and of payments in lieu of certain public dedications. Property designated for schools, churches, hospitals, municipal purposes, and other uses, shall be noted, as well as the conditions and procedures by which such property and monies shall be made available to prospective purchasers or governing bodies. This statement shall be signed by the owner or owners, and all persons having a mortgage or lien interest in the property. (If applicable)	✓	✓

PLEASE NOTE: After staff approval, up to fifteen (15) additional paper copies may be required for review by the Planning & Zoning Commission and City Council.

Willow Park
Plat
Building Official Review

Applicant Questions:

Front building setback: 25 ft.

Rear building setback: 25 ft.

Side building setback: 10 ft.

Side building setback: 10.25 ft.

Does the site include any utility/electric/gas/water/sewer easements? Yes No

Does the site include any drainage easements? Yes No

Does the site include any roadway/through fare easements? Yes No

Staff Review:

Does the plat include all the required designations? Yes No

Are the setbacks for the building sufficient? Yes No

Are there any easement conflicts? Yes No

Do the proposed easements align with neighboring easements? Yes No

Are the proposed easements sufficient to provide service? Yes No

Does the proposed project pose any planning concerns? Yes No

Approved

Not Approved

Needs More Information or Corrections

Building Official Approval Signature:

BETTY L. CHEW

Date: 11/09/2020

Willow Park
Plat
Public Works Review

Applicant Questions:

Is the project serviced by an existing road? Yes No
If yes, which road? MARY LOW DRIVE

Is the project serviced by an existing water line? Yes No
If yes, what size line? 8"

Will the project require the extension of a water line? Yes No
Does the project use well water? No Drinking Irrigation
If yes, which aquifer does the well pull from? N/A

Is the project serviced by an existing sewer line? Yes No
If yes, what size line? 8"
If no, what type and size is the septic system? N/A

Staff Review:

Will servicing this project require additional infrastructure beyond what is identified in the Capital Improvement Plan?

Yes

No

Any additional concerns: _____

Approved

Not Approved

Needs More Information or Corrections

Public Works Approval Signature: MICHELLE GUECKER Date: 11/10/2020

Willow Park
Plat
Flood Plain Review

Applicant Questions:

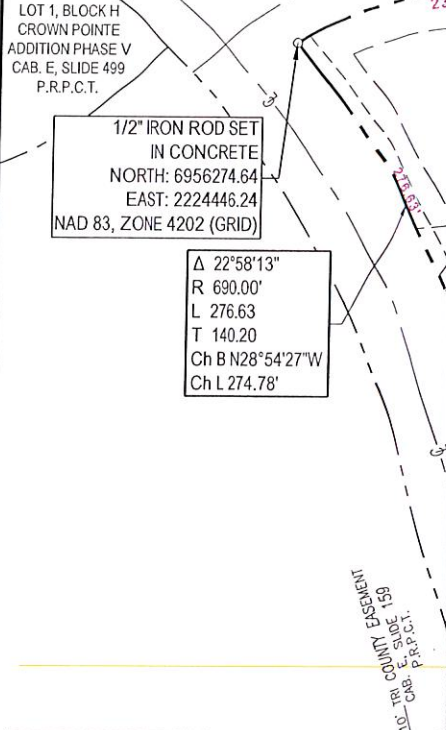
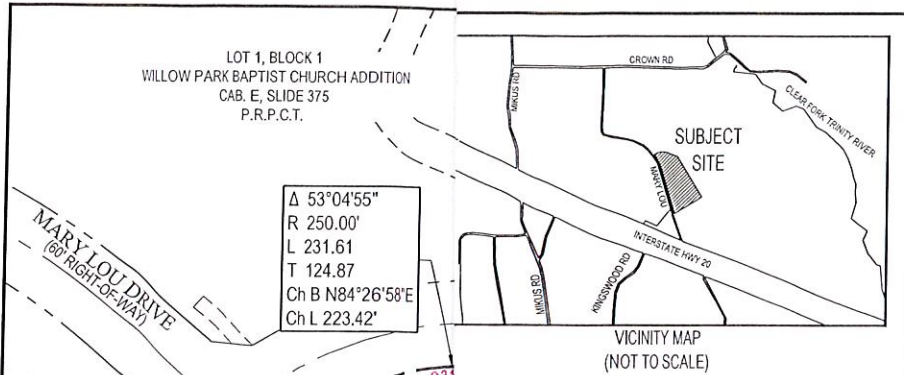
Is any part of the plat in the 100-year flood plain?	Yes	<input type="radio"/> No
If yes, what is the base flood elevation for the area?	<u>N/A</u>	
Is the footprint of any built improvement in the 100-year flood plain?	Yes	<input type="radio"/> No
If yes, what is the base flood elevation for the area?	<u>N/A</u>	
Is the footprint of any habitable structure in the 100-year flood plain?	Yes	<input type="radio"/> No
If yes, what is the base flood elevation for the area?	<u>N/A</u>	

Staff Review:

Base flood elevations confirmed?	<u>N/A</u>	Yes	<input type="radio"/> No
Does the proposed project pose any safety concerns?		Yes	<input checked="" type="radio"/> No

Approved Not Approved Needs More Information or Corrections

Flood Plain Manager Approval Signature: DEREK TURNER Date: 11/09/2020



DEDICATION:
 THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

WILLOW PARK SERVICES, LLC, acting herein by and through its duly authorized officer, does hereby certify and adopt this plat designating the above described property as Lots 5R, 6 and 7, Block A, CROWN POINTE ADDITION, PHASE II, an addition to the City of Willow Park, Texas ("City") and hereby dedicate to the public use forever, the fire lanes, easements, and encumbrances shown hereon.

WILLOW PARK SERVICES, LLC herein certifies the following:

The public improvements and dedications shall be free and clear of all debts, liens, and/or encumbrances.

The easements, streets, and public use areas, as shown, are dedicated to the public use forever for the purposes indicated or shown on this plat.

No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City.

The City is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.

Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the public's and the City's use hereof.

The City and public utilities shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems or public use in the easements.

The City and public utilities shall at all times have a right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems or public use without the necessity of procuring permission from anyone.

Any modification of this document shall be by means of plat and shall be approved by the City.

LINE TABLE		
LINE No.	LENGTH	BEARING
L2	27.21	S13°59'56"W
L4	5.15	S58°59'56"W
L6	1.38	S72°34'40"W
L8	8.00	N72°34'40"E

CURVE TABLE					
CURVE No.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	19.64	25.00	45°00'00"	S8° 30' 04"E	19.13
C2	20.03	25.50	45°00'00"	S36° 29' 56"W	19.52
C3	6.04	25.50	13°34'44"	S65° 47' 18"W	6.03
C4	3.51	25.00	8°02'52"	S76° 36' 06"W	3.51
C5	40.06	25.50	89°59'58"	S62° 25' 21"E	36.06
C6	33.35	25.00	76°25'18"	S20° 47' 17"W	30.93
C7	57.33	18.25	180°00'00"	S31° 00' 04"E	36.50
C8	40.06	25.50	90°00'00"	S76° 00' 04"E	36.06
C9	39.27	25.00	90°00'00"	N13° 59' 56"E	35.36
C10	57.33	18.25	180°00'00"	N31° 00' 04"W	36.50
C11	39.27	25.00	90°00'00"	N76° 00' 04"W	35.36
C12	39.27	25.00	90°00'00"	N13° 59' 56"E	35.36
C13	46.10	25.50	103°34'42"	S69° 12' 43"E	40.07
C14	89.49	49.50	103°34'42"	S69° 12' 43"E	77.79

This plat is approved subject to the conditions herein and to all platting ordinances, rules, regulations and resolutions of the City of Willow Park.

I hereby give my hand this the _____ day of _____, 2020.

WILLOW PARK SERVICES, LLC

 Jim Martin, Member
 City of Willow Park, Texas

Me, the undersigned authority, on this day appeared Jim Martin, to me to be the person whose name is subscribed to the foregoing instrument.
 Under my hand and seal of office this the _____ day of _____, 2020.

 Public in and for the State of Texas

Minor Plat

6 and 7, Block A

ADDITION PHASE II

the City of Willow Park
 Parker County, Texas

FILED FOR RECORD
 PARKER COUNTY, TEXAS PLAT RECORD

CABINET _____, SLIDE _____

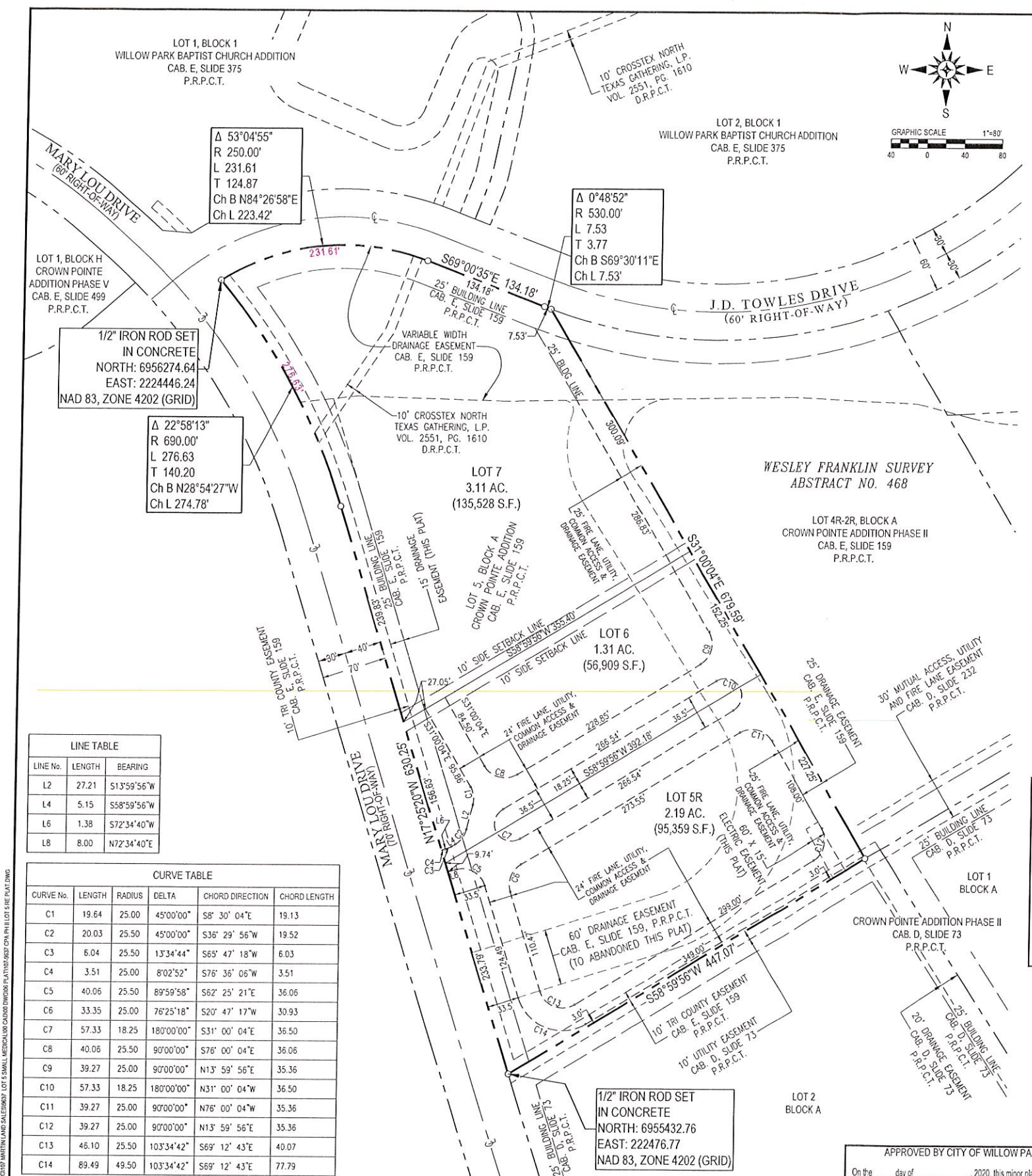
DATE _____

OWNER

WILLOW PARK SERVICES, LLC
 P.O. BOX 184
 ALLESTON, TX 77001

the Plat recorded in
 at Records, Parker County, Texas

USER: CONTINUA.EWET
 PLOTTED ON: 11/11/2020 4:30 PM
 FILE NAME: N:\MORRISON STARK SWIFT\ENGINEER\MARTINLAND-DAL-LEWIS\LOT 5 SMALL MEDICAL OFFICE CADDO DEDICATED PLATTING\2020\CON PH II LOT 5 RE PLAT DWG

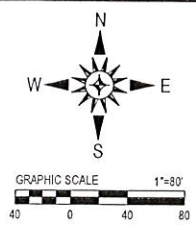


LINE TABLE

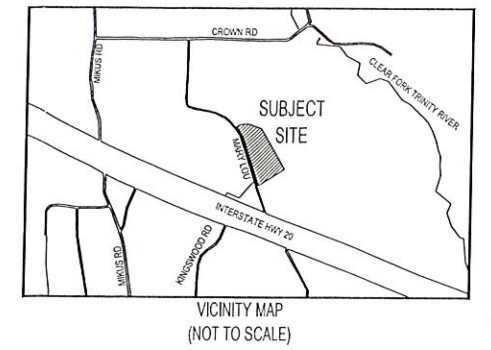
LINE No.	LENGTH	BEARING
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CURVE TABLE

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C2	20.03	25.00	45°00'00"	S36°29'56"W	19.52
C3	6.04	25.00	13°34'44"	S65°47'18"W	6.03
C4	3.51	25.00	8°02'52"	S76°36'06"W	3.51
C5	40.06	25.00	89°59'58"	S62°25'21"E	36.06
C6	33.35	25.00	76°25'18"	S20°47'17"W	30.93
C7	57.33	18.25	180°00'00"	S31°00'04"E	36.50
C8	40.06	25.00	90°00'00"	S76°00'04"E	36.06
C9	39.27	25.00	90°00'00"	N13°59'56"E	35.36
C10	57.33	18.25	180°00'00"	N31°00'04"W	36.50
C11	39.27	25.00	90°00'00"	N76°00'04"W	35.36
C12	39.27	25.00	90°00'00"	N13°59'56"E	35.36
C13	46.10	25.00	103°34'42"	S69°12'43"E	40.07
C14	89.49	49.50	103°34'42"	S69°12'43"E	77.79



NOTE:
 ○ OPEN CIRCLE INDICATES 1/2" CAPPED IRON ROD SET / FOUND STAMPED C.F. STARK, RPLS 5084



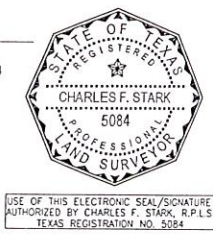
OWNER DEDICATION:
 NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:
 That, WILLOW PARK SERVICES, LLC, acting herein by and through its duly authorized officer, does hereby certify and adopt this plat designating the hereinabove described property as Lots 5R, 6 and 7, Block A, CROWN POINTE ADDITION, PHASE II, an addition to the City of Willow Park, Texas ("City") and does hereby dedicate to the public use forever, the fire lanes, easements, and encumbrances shown hereon.

- WILLOW PARK SERVICES, LLC herein certifies the following:
- The public improvements and dedications shall be free and clear of all debt, liens, and/or encumbrances.
 - The easements, streets, and public use areas, as shown, are dedicated for the public use forever for the purposes indicated or shown on this plat.
 - No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements if approved by the City.
 - The City is not responsible for replacing any improvements in, under, or over any easements caused by maintenance or repair.
 - Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by the public utilities being subordinate to the public's and the City's use thereof.
 - The City and public utilities shall have the right to remove and keep removed all or part of any building, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems or public use in the easements.
 - The City and public utilities shall at all times have a right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems or public use without the necessity of procuring permission from anyone.
 - Any modification of this document shall be by means of plat and shall be approved by the City.

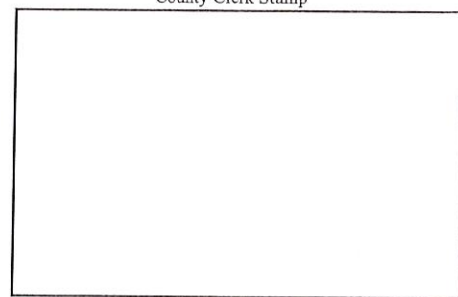
**PRELIMINARY
 NOT TO BE RECORDED
 FOR ANY PURPOSES**

This is to certify that I, Charles F. Stark, a Registered Professional Land Surveyor in the State of Texas, have platted the above subdivision from an actual survey on the ground and all lot corners, angle points, and points of curve shall be properly marked on the ground upon completion of construction, and that this plat correctly represents the survey from which it is made.

Charles F. Stark, RPLS
 Texas Registration No. 5084



County Clerk Stamp



This plat is approved subject to the conditions herein and to all platting ordinances, rules, regulations and resolutions of the City of Willow Park, Texas.

Witness my hand this the _____ day of _____, 2020.

WILLOW PARK SERVICES, LLC

Jim Martin, Member

STATE OF TEXAS
 COUNTY OF PARKER

Before Me, the undersigned authority, on this day appeared Jim Martin, known to me to be the person whose name is subscribed to the forgoing instrument.

Given under my hand and seal of office this the _____ day of _____, 2020.

Notary Public in and for the State of Texas

Minor Plat

Lots 5R, 6 and 7, Block A

CROWN POINTE ADDITION PHASE II
 An Addition to the City of Willow Park
 Parker County, Texas

Being a Re Plat of
 Lot 5, Block A
 CROWN POINTE ADDITION PHASE II
 An Addition to the City of Willow Park, Parker County, Texas
 According to the Plat recorded in
 Cabinet E, Slide 159, Plat Records, Parker County, Texas

FILED FOR RECORD
 PARKER COUNTY, TEXAS PLAT RECORD
 CABINET _____, SLIDE _____
 DATE _____

OWNER:
 WILLOW PARK SERVICES, LLC
 P.O. BOX 1840
 ALEDO TX. 76008

6221 Southwest Boulevard, Suite 100
 Fort Worth, Texas 76132
 (O) 817.231.8100 (F) 817.231.8144
 Texas Registered Engineering Firm F-10998
 Texas Registered Survey Firm F-10158800
 www.barronstark.com

APPROVED BY CITY OF WILLOW PARK
 On the _____ day of _____, 2020, this minor plat was duly
 approved by the Development Services of the City of Willow Park, Texas
 Signed: _____ Attest: _____
 City Administrator City Secretary
 Signed: _____
 Mayor



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: December 8, 2020	Department: Admin	Presented By: City Manager
--	-----------------------------	--------------------------------------

AGENDA ITEM:

Discuss and take action on approval of a Water Line Construction Contract with Mountain Cascade of Texas, LLC as part of the Fort Worth Water Project.

BACKGROUND:

By a previous action, Council authorized staff to submit an RFP for construction of the water line from Fort Worth to Willow Park, with the line ending at the 203 El Chico Site. The approved bidder Mountain Cascade Construction and the City of Fort Worth have executed the contract. The bid price from Mountain Cascade of Texas, LLC is \$3,785,832. By council action, the City of Fort Worth participate in the oversizing of the water line in the amount of \$710,700.

Recommended Motion: I move that the City of Willow Park accept and execute the water line construction contract with Mountain Cascade Construction as presented.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the construction contract with Mountain Cascade Construction, LLC.

EXHIBITS:

Mountain Cascade Construction Contract
Commitment Letter from City of Fort Worht

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$



October 23, 2020
AVO 34094.001

Mr. Brian Grimes
City Administrator
City of Willow Park
516 Ranch House Road
Willow Park, Texas 76087

RE: Approach Main to Hudson Oaks and Willow Park – Letter of Recommendation

Dear Mr. Grimes,

Bids were opened for the above referenced project on Thursday, October 15, 2020 at 3:15 p.m. at the City of Willow Park. Three (3) bids were received for the project. Upon confirmation of City of Fort Worth participation, Total Bid 2 (including oversizing) will be the selected alternative. Halff Associates has verified the bid tabulations and the low bidder for Total Bid B is **Mountain Cascade of Texas, LLC**. Please see a summary of the Approach Main bids below. The low bidder and bid amount are highlighted.

Approach Main to Hudson Oaks and Willow Park Bid Summary		
Contractor	Total Bid A	Total Bid B
Ark Contracting Services, LLC	\$3,075,132.00	\$3,850,842.00
Mountain Cascade of Texas, LLC	\$3,210,626.00	\$3,785,832.00
Vaca Underground Utilities, Inc.	\$3,088,647.50	\$3,998,662.50

Mountain Cascade’s Bid Form, Proposal Form and Bid Bond are attached to this letter. Mountain Cascade is currently prequalified by the City of Fort Worth for Water Transmission, Development, 42-inches and smaller. The Prequalification Statement is also attached. Completed WRD-255, SRF-404 and TWDB-0216 were included in the bid package.

Halff recommends awarding the Approach Main to Hudson Oaks and Willow Park to **Mountain Cascade of Texas, LLC** in the amount of **\$3,785,832.00**.

If you have any questions, please contact me at (817) 764-7459.

Sincerely,

HALFF ASSOCIATES, INC.

Leah M. Hodge, PE, CFM
Project Manager

BID FORM (00 41 00)

Willow Park, Texas
October 15, 2020

PROPOSAL OF Mountain Cascade of Texas, LLC

, A Corporation organized and existing under the laws of the State of Texas , a partnership consisting of
, the business name of N/A, an individual.

TO: CITY OF WILLOW PARK

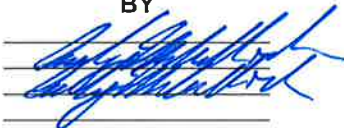
PROPOSAL FOR: **APPROACH MAIN TO HUDSON OAKS AND WILLOW PARK**


The undersigned Bidder has carefully examined the Invitation for Bids, Instructions to Bidders, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, the Drawings, and the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the work as provided in the Contract Documents; and will execute the contract and bonds in the Contract Documents upon formal acceptance of his Proposal for the unit prices and amounts shown in the following table. Bidder shall provide base bid and alternate bids.

The undersigned bidder will execute the Contract Agreement within fifteen (15) days after receiving a Notice of Award and will furnish approved bonds and insurance as required by the Contract Documents for the faithful performance of the Contract. The attached bid security in the amount of five (5) percent of the amount bid is to become the property of the Owner as liquidated damages for the delay and additional work caused by the failure of the bidder to enter into a contract in the event the Contract Agreement and bonds are not executed within fifteen (15) days.

The undersigned agrees to complete all work covered by these Contract Documents within 180 consecutive calendar days from the day established for the start of the work in a written Notice to Proceed. The date established for the start of work will be not less than ten (14) days or not more than sixty (60) days after the date of the Contract Agreement, except by mutual agreement of the Owner and the Contractor.

Receipt is acknowledged of the following addenda:

	DATE	BY
Addendum No. 1	<u>9/29/2020</u>	
Addendum No. 2	<u>10/8/2020</u>	
Addendum No. 3	_____	
Addendum No. 4	_____	
Addendum No. 5	_____	
Addendum No. 6	_____	

Respectfully submitted,
By 
Andrew McCulloch, Vice President
(Print Name and Title)
11729 E. FM 917
Alvarado, TX 76009
Address

Attested By:


Secretary

(SEAL) If Bidder is a Corporation

NOTE: Do not detach bid forms from other papers. Fill in with ink and submit complete with attached papers.

SECTION 00 42 43
 PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
1	0241.1354 Salvage 24" Water Valve	02 41 14	EA	2	555.00	1110.00
2	3311.0541 16" PVC Water Pipe	33 11 10, 33 11 12	LF	1146	85.00	97,410.00
3	3311.0542 16" PVC Water Pipe, CSS Backfill	34 11 10, 33 11 12	LF	2	172.00	344.00
4	3311.0551 16" DIP Water	33 11 10	LF	5	200.00	1000.00
5	3311.0552 16" DIP Water, CSS Backfill	33 11 10	LF	18	220.00	3960.00
6	9999.0001 18" PVC Water Pipe	33 11 10, 33 11 12	LF	3748	92.00	344,816.00
7	9999.0002 18" PVC Water Pipe, CSS Backfill	34 11 10, 33 11 12	LF	2	180.00	360.00
8	9999.0003 18" DIP Water	33 11 10	LF	39	220.00	8580.00
9	9999.0004 18" DIP Water, CSS Backfill	34 11 10	LF	18	250.00	4500.00
10	3311.0871 36" DIP Water	33 11 10	LF	34	400.00	15,640.00
11	9999.0005 16" DIP Water Carrier Pipe in 30" Casing By Other Than Open	33 05 22	LF	70	740.00	51,800.00
12	9999.0006 18" DIP Water Carrier Pipe in 36" Casing By Open Cut	32 05 22	LF	20	390.00	7920.00
13	9999.0007 18" DIP Water Carrier Pipe in 36" Casing By Other Than Open	33 05 22	LF	140	808.00	113,120.00
14	3312.3107 18" Gate Valve w/ Vault	33 12 20	EA	2	21,800.00	43,600.00
15	3312.5000 36" AWWA Butterfly Valve w/ Vault	33 12 21	EA	1	220,000.00	220,000.00
16	3312.6002 6" Blow Off Valve	33 12 60	EA	2	17,000.00	34,000.00
17	3312.1002 2" Combination Air Valve Assembly for Water	33 12 30	EA	3	12,000.00	36,000.00
18	3304.0002 Cathodic Protection (SEE NOTE BELOW)	33 04 12	LS	1	35,000.00	35,000.00
19	3305.0109 Trench Safety	33 05 10	LF	11015	1.00	11,015.00
20	3305.0110 Utility Markers	33 05 26	LS	1	2,000.00	2,000.00
21	3305.0103 Exploratory Excavation of Existing Utilities	33 05 30	EA	14	800.00	11,200.00
22	3312.0108 Connection to Existing 24" Water Main	33 12 25	EA	1	9,000.00	9,000.00
23	3312.0110 Connection to Existing 36" Water Main	33 12 25	EA	1	30,000.00	30,000.00
24	3311.0001 Ductile Iron Water Fittings w/ Restraint	33 11 11	TON	8	5014.00	40,512.00
25	9999.0008 Willow Park Delivery Site (SEE NOTE BELOW)		LS	1	455,210.00	455,210.00
26	3211.0112 6" Flexible Base, Type A, GR-1	32 11 23	SY	13	25.00	325.00
27	0241.0500 Remove Fence	02 41 13	LF	601	1.00	601.00
28	3231.0307 20' Gate, Steel	32 31 26	EA	11	2000.00	22,000.00
29	3231.0211 Barbed Wire Fence	32 31 26	LF	251	9.00	2259.00
30	3231.0141 Steel Tube Fence	32 31 13	LF	130	20.00	2600.00
31	3231.0213 Wire Mesh Fence, Metal Posts	32 31 26	LF	20	22.00	440.00
32	9999.0000 Temporary Electric Fence	32 31 26	LF	601	17.00	10,217.00
33	3471.0001 Traffic Control	34 71 13	MO	6	3100.00	3100.00
34	3125.0101 SWPPP ≥ 1 acre	31 25 00	LS	1	37000.00	37,000.00
35	3137.0109 Slab Riprap	31 37 00	SY	690	110.00	75,900.00
36	3291.0100 Topsoil	32 91 19	CY	5540	7.00	38,780.00
37	3292.0200 Seeding, Broadcast	32 92 13	SY	49785	1.00	49,785.00
38	0171.0101 Construction Staking	01 71 23	LS	1	22,000.00	22,000.00
39	9999.0009 Remove and Replace 18" CMP		LF	24	80.00	1920.00
40	9999.0010 GPS As Built Red Line Survey	2 71 23	LS	1	2000.00	2,000.00
41	9999.0011 Construction Allowance	00 73 00	LS	1	\$150,000.00	\$150,000.00
					Total Base Bid	2,012,524.00

AM
 18,600.00

Alternate Bid 1

1	9999.0001 18" PVC Water Pipe	33 11 10, 33 11 12	LF	5811	102.00	592,722.00
2	9999.0003 18" DIP Water	33 11 10	LF	22	220.00	4840.00
3	9999.0006 18" DIP Water Carrier Pipe in 36" Casing By Open Cut	32 05 22	LF	120	415.00	49,800.00
4	9999.0007 18" DIP Water Carrier Pipe in 36" Casing By Other Than Open	33 05 22	LF	216	890.00	192,240.00
5	3312.3107 18" Gate Valve w/ Vault	33 12 20	EA	9	24,000.00	216,000.00
6	3312.6002 6" Blow Off Valve	33 12 60	EA	4	18,000.00	72,000.00
7	3312.1002 2" Combination Air Valve Assembly for Water	33 12 30	EA	3	12,500.00	37,500.00
8	3304.0002 Cathodic Protection (SEE NOTE BELOW)	33 04 12	LS	1	33,000.00	33,000.00
					Total Alternate Bid 1	1,198,102.00

SECTION 00 42 43
 PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
Alternate Bid 2						
1	3311.0641 24" PVC Water Pipe	33 11 10, 33 11 12,	LF	5811	126.00	732,186.00
2	3311.0651 24" DIP Water	33 11 10	LF	4	225.00	900.00
3	9999.0012 24" DIP Water Carrier Pipe in 42" Casing By Open Cut	34 05 22	LF	120	511.00	61,320.00
4	9999.0013 24" DIP Water Carrier Pipe in 42" Casing By Other Than Open	35 05 22	LF	36	1300.00	46,800.00
5	9999.0014 30" DIP Water Carrier Pipe in 48" Casing By Other Than Open	35 05 22	LF	180	1450.00	261,000.00
6	3311.0751 30" DIP Water	33 11 10	LF	48	230.00	11,040.00
7	3312.3008 24" Gate Valve w/ Vault	33 12 20	EA	9	33,000.00	297,000.00
8	3312.3009 30" Gate Valve w/ Vault	33 12 20	EA	1	66,200.00	66,200.00
9	3312.6003 8" Blow Off Valve	33 12 60	EA	4	18,400.00	73,600.00
10	3312.1004 4" Combination Air Valve Assembly for Water	33 12 30	EA	3	24,000.00	72,000.00
11	3304.0002 Cathodic Protection (SEE NOTE BELOW)	33 04 12	LS	1	37,762.00	37,762.00
12	3311.0001 Ductile Iron Water Fittings w/ Restraint	33 11 11	TON	1	113,500.00	113,500.00
Total Alternate Bid 2						4,773,308.00

Total Bid A = Total Base Bid + Total Alternate Bid 1	3,210,626.00
Total Bid B = Total Base Bid + Total Alternate Bid 2	3,785,932.00
Owner reserves the right to select either Total Bid A or Total Bid B	
Contractor shall submit cathodic protection design sealed by a Licensed Professional Engineer in Texas for approval by the City before installation. The cost of the cathodic protection system shall be included in the "Cathodic Protection" bid item.	
The "Willow Park Delivery Site" item shall include all work shown on sheets 36-51 of the plan set. It includes, but is not limited to, meter station, control valve, backflow prevention, communication tower, electrical and instrumentation.	

END OF SECTION

BID BOND (00 43 12)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Mountain Cascade of Texas, LLC as
Principal,

and Liberty Mutual Insurance Company as
Surety,

are hereby held and firmly bound unto the City of Willow Park, Texas as Owner in the
penal

sum of Five Percent (5%) of Total Amount Bid for payment which, well
and truly

to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 9th day of October, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to
the City of Willow Park, Texas a certain Bid, attached hereto and hereby made a part
hereof to enter into a contract in writing, for the construction of the **Approach Main to
Hudson Oaks and Willow Park.**

NOW THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the principal shall execute and deliver a
contract in the Form of Contract attached hereto (properly completed in
accordance with said Bid) and shall furnish a bond for his faithful
performance of said contract, and Certificates of Insurance and shall in all
other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect: it
being expressly understood and agreed that the liability of the Surety for any and all
claims hereunder shall, in no event, exceed the penal amount of this obligation and herein
stated.


The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Mountain Cascade of Texas, LLC

By:


Principal


ANDREW MCCULLOCH, VP

Liberty Mutual Insurance Company

Surety

By:


Sarah Bracy, Attorney-in-Fact

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State of Texas.

ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Arizona)SS
COUNTY OF Maricopa)

On October 9, 2020 before me, Hillary D. Shepard, Notary Public, personally appeared Sarah Bracy

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hillary D. Shepard



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Liberty Mutual Insurance Company
Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____



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

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

Certificate No: 8202944-024127

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, James A. Bracy; Sarah Bracy; Terry Crull; David G. Jenson; Hillary D. Shepard; Kristin D. Thurber

all of the city of Scottsdale state of AZ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 16th day of January, 2020.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 16th day of January, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of October, 2020.



By: Renee C. Llewellyn, Assistant Secretary

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

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

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SECTION 00 45 12
PREQUALIFICATION STATEMENT

Each Bidder for a City procurement is required to complete the information below by identifying the prequalified contractors and/or subcontractors whom they intend to utilize for the major work type(s) listed.

Major Work Type	Contractor/Subcontractor Company Name	Prequalification Expiration Date
Water Transmission, Development, 42-inches and smaller	Mountain Cascade of Texas, LLC	1/31/2021

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The undersigned hereby certifies that the contractors and/or subcontractors described in the table above are currently prequalified for the work types listed.

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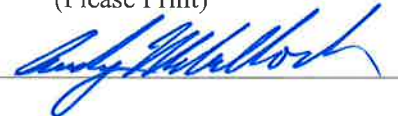
BIDDER:

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Mountain Cascade of Texas, LLC
Company

By: Andrew McCulloch
(Please Print)

11729 E. FM 917
Address

Signature: 

Alvarado, TX 76009
City/State/Zip

Title: Vice President
(Please Print)

24
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Date: 10/15/2020

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END OF SECTION



November 16, 2020

Mr. Bryan Grimes
City Administrator
City of Willow Park
516 Ranch House Road
Willow Park, Texas 76087

Mr. Sterling Naron
City Administrator
City of Hudson Oaks
210 Hudson Oaks Drive
Hudson Oaks, TX 76087

RE: Oversizing and Cost Participation for:
Approach Main to the Cities of Hudson Oaks and Willow Park (Project No: 102609)
City Secretary Contract Numbers 52219 and 52220

Dear Mr. Grimes and Mr. Naron:

The City of Fort Worth has elected to move forward with oversizing the approach water main to the Cities of Hudson Oaks and Willow Park. The oversizing applies to the portion of the main that is within the Fort Worth extraterritorial jurisdiction (ETJ) from the connection point to the Fort Worth water system near I-20 and Farmer Road to the Willow Park and Fort Worth ETJ boundary.

I understand that the project is recommended to be awarded to Mountain Cascade and that Fort Worth's cost participation amount will be \$710,700 based on bids received on October 15, 2020 that reflect 228 linear feet (LF) of pipe being oversized from 18 inches to 30 inches and 5971 LF oversized from 18 inches to 24 inches. Enclosed for your records is the Mayor and Council Communication appropriating funding and authorizing cost participation on this project.

Please reference the Fort Worth City Secretary Contract Numbers when preparing reimbursement invoices. Invoices can be forwarded to Ms. Suzanne Abbe (Suzanne.abbe@fortworthtexas.gov), who is the City of Fort Worth engineer assigned to this project.

Sincerely,

Chris Harder, P.E.
Water Director

CC: Kara Shuror, Deputy Director
Laura Wilson, P.E., Deputy Director
Tony Sholola, P.E., Assistant Director
Wendy Chi-Babulal, P.E., Assistant Director
Jan Hale, Assistant Director
David Townsend, Engineering Manager
Project File

Mayor and Council Communication

DATE: 10/20/20

M&C FILE NUMBER: M&C 20-0771

LOG NAME: 60WILLOW PARK HUDSON OAKS APPROACH MAIN UPSIZING

SUBJECT

(CD 3 and ETJ) Authorize City Participation in the Amount of \$734,000.00 for Construction and Upsizing the Water Approach Main to the Cities of Hudson Oaks and Willow Park to Serve Anticipated Future Development in the west side of Fort Worth, Authorize Acceptance of Payment from Willow Park in the Amount of \$50,000.00 for Project Costs, and Adopt Appropriation Ordinances

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize City participation in the amount of \$734,000.00 for construction and upsizing the water approach main to the Cities of Hudson Oaks and Willow Park to serve anticipated future development in the West Side of Fort Worth (City Project No. 102609);
2. Authorize acceptance of payment from Willow Park in the amount of \$50,000.00 for staff time and testing costs;
3. Adopt the attached Appropriation Ordinance increasing receipts and appropriations in the Water and Sewer Capital Projects Fund (W&S Capital Projects Fund) in the amount of \$819,000.00, transferred from available funds within the Water and Sewer Fund, for the purpose of funding the Hudson Oakes and Willow Oaks Main and Wholesale Meter project (City Project No. 102609); and
4. Adopt the attached Appropriation Ordinance increasing estimated receipts and appropriations in the Water and Sewer Capital Projects Fund (W&S Capital Projects Fund) in the amount of \$50,000.00 from developer contributions for the purpose of funding the Hudson Oakes and Willow Oaks Main Main and Wholesale Meter project.

DISCUSSION:

On January 29, 2019 Mayor and Council Communication (M&C C-29013), the City Council authorized the execution of uniform wholesale contracts with the City of Hudson Oaks and the City of Willow Park (City Secretary Contract Nos. 52219 and 52220) paving the way for the cities to become Fort Worth's newest wholesale customers. Hudson Oaks and Willow Park are jointly funding and constructing projects that will allow them to connect to the Fort Worth water system. The projects include an 18-inch approach water main, a wholesale water meter station, storage and distribution facilities. The approach main will parallel Interstate Highway (IH) 20, starting at the intersection of Farm to Market (FM) 3325 and IH 20 in Fort Worth, and extend west through Fort Worth's extraterritorial jurisdiction (ETJ) into Parker County. The main will deliver water to a future storage tank and pump station in the vicinity of El Chico Trail in the City of Willow Park. At the conclusion of the project, the portion of the main in Fort Worth's ETJ and the wholesale meter station located at the new storage and distribution facility within Willow Park will be dedicated to and operated and maintained by Fort Worth.

The approach main will cross properties within the Fort Worth ETJ whose owners are entering into pre-annexation agreements with Fort Worth. Upsizing the portion of the approach main in the Fort Worth ETJ from 18 inches to 24 inches will allow Fort Worth to extend water service to future developments in the area. The estimated cost for upsizing the line is \$734,000.00 based on the engineer's opinion of probable construction cost. Final cost participation will be based on the actual bid amount and may be more or less than the engineer's estimate. In addition to the cost for upsizing the line, \$135,000.00 is required for staff time and testing. Per the service contract with Hudson Oaks and Willow Park, staff time and testing costs for the wholesale meter station portion of the project will be paid for by Fort Worth. Staff time and testing costs for the approach main portion of the project will be paid by Hudson Oaks and Willow Park in the amount of \$50,000.00 that will be deposited into the Water & Sewer Capital Projects Fund with a reconciliation at the end of the project. A breakdown of the estimated project costs for Hudson Oaks, Willow Park, and Fort Worth is provided in the following table.

Item	Hudson Oaks Willow Park	Fort Worth	Total
Approach Main	\$3,189,000.00	\$734,000.00	\$3,923,000.00
Hudson Oaks and Willow Park Shared Water Facilities and Wholesale Meter Station	\$4,908,000.00	\$0.00	\$4,908,000.00
Staff Time and Testing	\$50,000.00	\$85,000.00	\$135,000.00
Total Project Cost	\$8,147,000.00	\$819,000.00	\$8,966,000.00

Appropriations for the Fort Worth Portion of the Hudson Oaks and Willow Park Approach Main and Wholesale Meter project are as depicted below:

Fund	Existing Appropriations	Additional Appropriations	Project Total*
W&S Capital Projects - Fund 56002	\$0.00	\$869,000.00	\$869,000.00
Project Total	\$0.00	\$869,000.00	\$869,000.00

*Numbers rounded for presentation purposes.

The project is located in COUNCIL DISTRICT 3 and the Fort Worth ETJ.

A Form 1295 is not required because: This contract will be with a governmental entity, state agency or public institution of higher education: Cities of Hudson Oaks and Willow Park

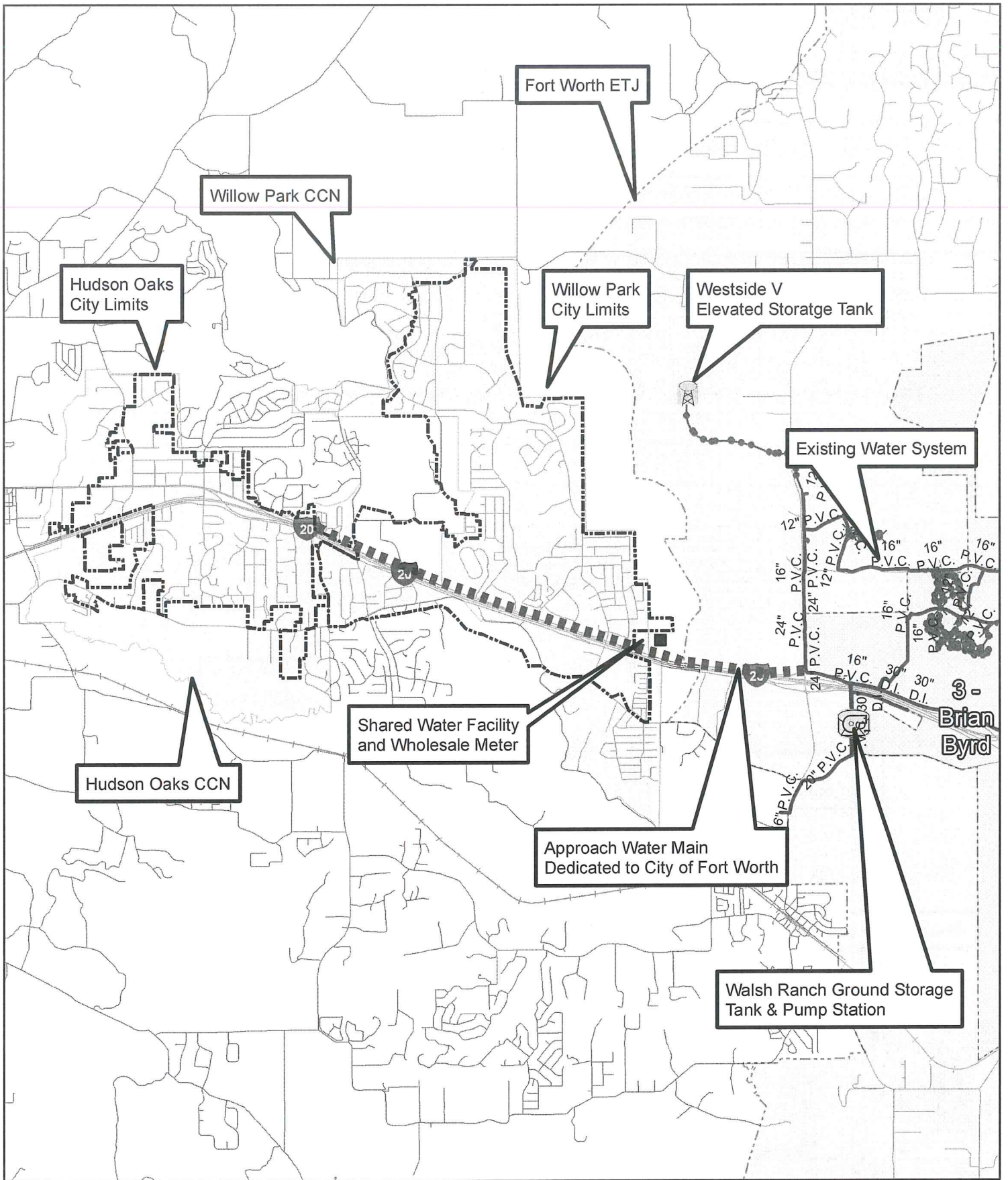
FISCAL INFORMATION / CERTIFICATION:

The Director of Finance certifies that funds are currently available in the Water & Sewer Fund and upon approval of the above recommendations and adoption of the attached appropriation ordinances, funds will be available in the current capital budget, as appropriated, in the W&S Capital Projects Fund for the HO/WP Main and Wholesale Meter project. Prior to any expenditure being incurred, the Water Department has the responsibility to validate the availability of funds.

Submitted for City Manager's Office by: Dana Burghdoff 8018

Originating Business Unit Head: Chris Harder 5020

Additional Information Contact: Suzanne Abbe 8209

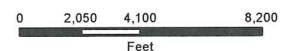


9/3/2020

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MAYOR AND COUNCIL COMMUNICATION MAP

**60 WILLOW PARK HUDSON OAKS
 APPROACH MAIN UPSIZING**





**CONTRACT
FOR
THE CONSTRUCTION OF**

APPROACH MAIN TO HUDSON OAKS AND WILLOW PARK

City of Fort Worth Project No. 102609

City of Fort Worth

City of Willow Park

Betsy Price
Mayor

Doyle Moss
Mayor

David Cooke
City Manager

Brian Grimes
City Administrator

Christopher Harder
Director, Water Department

2020



Halff Associates, Inc.
4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
TBPELS ENGINEERING FIRM #312



NAME Leah M. Hodge
DATE 9/16/2020
TBPELS ENGINEERING FIRM #312



City of Fort Worth City of Willow Park

Standard Construction Specification
Documents

SECTION 00 00 00
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Division 00 - General Conditions		Last Revised
00 05 15	Addenda	07/01/2011
00 11 13	Advertisement for Bids – WP	07/23/2020
00 21 13	Instructions to Bidders – WP	07/23/2020
00 35 13	Conflict of Interest Statement – WP	07/23/2020
	Form 1295 Instructions	
00 41 00	Bid Form – WP	07/23/2020
00 42 43	Proposal Form Unit Price	01/20/2012
00 43 12	Bid Bond	10/7/2020
00 43 13	Bid Affidavit	
00 43 37	State Reciprocal Requirement/Non-Collusion Statement – WP	07/23/2020
00 45 11	Bidders Prequalifications	07/01/2011
00 45 12	Prequalification Statement	07/01/2011
00 45 13	Bidder Prequalification Application	03/09/2020
00 45 26	Contractor Compliance with Workers' Compensation Law	07/01/2011
00 52 43	Agreement – WP	07/23/2020
00 61 13	Performance Bond – WP	07/23/2020
00 61 14	Payment Bond – WP	07/23/2020
00 61 19	Maintenance Bond – WP	07/23/2020
00 61 25	Certificate of Insurance	07/01/2011
00 72 00	General Conditions	07/23/2020
00 73 00	Supplementary Conditions	07/23/2020

Division 01 - General Requirements		Last Revised
01 11 00	Summary of Work	12/20/2012
01 25 00	Substitution Procedures	07/01/2011
01 31 19	Preconstruction Meeting	08/17/2012
01 31 20	Project Meetings	07/01/2011
01 32 16	Construction Progress Schedule	07/01/2011
01 32 33	Preconstruction Video	07/01/2011
01 33 00	Submittals	12/20/2012
01 35 13	Special Project Procedures	07/23/2020
01 45 23	Testing and Inspection Services	07/23/2020
01 50 00	Temporary Facilities and Controls	07/01/2011
01 57 13	Storm Water Pollution Prevention Plan	07/23/2020
01 58 13	Temporary Project Signage	07/01/2011
01 60 00	Product Requirements	03/09/2020
01 66 00	Product Storage and Handling Requirements	07/01/2011
01 70 00	Mobilization and Remobilization	11/22/2016
01 71 23	Construction Staking and Survey	02/14/2018
01 74 23	Cleaning	07/01/2011
01 77 19	Closeout Requirements	07/01/2011
01 78 23	Operation and Maintenance Data	12/20/2012
01 78 39	Project Record Documents	07/01/2011

33 05 10	Utility Trench Excavation, Embedment, and Backfill	12/12/2016
33 05 12	Water Line Lowering	12/20/2012
33 05 13	Frame, Cover and Grade Rings – Cast Iron	01/22/2016
33 05 13.10	Frame, Cover and Grade Rings – Composite	01/22/2016
33 05 16	Concrete Water Vaults	12/20/2012
33 05 17	Concrete Collars	12/20/2012
33 05 20	Auger Boring	12/20/2012
33 05 22	Steel Casing Pipe	12/20/2012
33 05 24	Installation of Carrier Pipe in Casing or Tunnel Liner Plate	06/19/2013
33 05 26	Utility Markers/Locators	12/20/2012
33 05 30	Location of Existing Utilities	12/20/2012
33 11 05	Bolts, Nuts, and Gaskets	12/20/2012
33 11 10	Ductile Iron Pipe	12/20/2012
33 11 11	Ductile Iron Fittings	12/20/2012
33 11 13	Concrete Pressure Pipe, Bar-Wrapped, Steel Cylinder Type	12/20/2012
33 11 14	Buried Steel Pipe and Fittings	12/20/2012
33 12 20	Resilient Seated Gate Valve	12/20/2012
33 12 21	AWWA Rubber-Seated Butterfly Valves	12/20/2012
33 12 25	Connection to Existing Water Mains	02/06/2013
33 12 30	Combination Air Valve Assemblies for Potable Water Systems	12/20/2012
33 12 60	Standard Blow-off Valve Assembly	06/19/2013
33 39 20	Precast Concrete Manholes	12/20/2012

Division 34 - Transportation

34 71 13	Traffic Control	11/22/2013
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SECTION 00 05 15
ADDENDA

END OF SECTION

Addendum No. 1

APPROACH MAIN TO HUDSON OAKS AND WILLOW PARK

Bids Received Until: 3:00 pm Thursday, October 15, 2020

City of Willow Park
516 Ranch House Road
Willow Park, Texas 76087

This addendum modifies the plans and bid documents for the subject project and shall become a part of the contract documents. Bidders shall acknowledge receipt of this addendum in the space provided on the first page of the Bid Form (Section 00 41 00), and also on the outside of your bid envelope. Failure to do so may subject bidder to disqualification.

Please note the following corrections, revisions and clarifications to the subject project bidding documents:

1. Project Manual – Advertisement for Bids is modified as follows: **Non-mandatory pre-bid meeting will be available for virtual attendance on Thursday, October 1st at 10:00 am via WebEx Meeting.**

Phone number for virtual attendees is (469) 210-7159. Access Code is 145 270 2593.

Please acknowledge the receipt of Addendum No. 1 on the outside of your Bid Envelope and in the Bidbook.

Addendum No. 2

APPROACH MAIN TO HUDSON OAKS AND WILLOW PARK

Bids Received Until: 3:00 pm Thursday, October 15, 2020
City of Willow Park
516 Ranch House Road
Willow Park, Texas 76087

This addendum modifies the plans and bid documents for the subject project and shall become a part of the contract documents. Bidders shall acknowledge receipt of this addendum in the space provided on the first page of the Bid Form (Section 00 41 00), and also on the outside of your bid envelope. Failure to do so may subject bidder to disqualification.

Please note the following corrections, revisions and clarifications to the subject project bidding documents:

1. Project Manual – Section 00 00 00 Table of Contents has been edited to include 00 43 12 Bid Bond. Revised Table of Contents is included in this addendum.
2. Project Manual – Section 00 21 13 Instructions to Bidders has been edited to include item 24 below. Revised Instructions to Bidders is included in this addendum.

24. FONSI ENVIRONMENTAL ASSESSMENT CONDITIONS

- In order to comply with requirements of the Federal Emergency Management Agency regarding implementation of the National Flood Insurance Act, National Disaster Protection Act, National Flood Insurance Reform Act, Federal Executive Orders 11988 and 11990, and to comply with related state statutes, proponents of construction projects in special flood hazard areas must coordinate in advance with the local floodplain administrator who must issue a floodplain permit prior to TWDB approving plans and specifications.
- In order to ensure compliance with the Migratory Bird Treaty Act (MBTA), if clearing vegetation during the nesting season is unavoidable, TPWD recommends surveying the construction area to ensure that no nests with eggs or young will be disturbed by construction. Any vegetation or bare ground areas where occupied nests are located should not be disturbed until the eggs have hatched and the young have fledged.
- Use of directional boring, where shown on the plans, to avoid waters of the United States, including wetlands.
- Standard emergency condition for the discovery of cultural resources.
- Standard emergency condition for the discovery of threatened and endangered species.

3. Project Manual – Section 00 42 43 Proposal Form quantities have been revised as listed below. Revised Proposal Form is included in this addendum.

12. Sheets 4-5 – Coordinate system note has been added. Revised sheets 4-5 are included in this addendum.

13. Sheets 19-32 – All 24” C151 200 PSI DIP has been changed to 24” C900 DR-18 PVC, except were required to be installed within casing pipe. Carrier pipe within casing pipe will remain DIP. The change to PVC will occur within the following station ranges: 49+78.06 to 51+78.06, 56+80.00 to 59+02.05, 59+42.05 to 61+60.00, 69+40.00 to 71+55.77, 71+95.77 to 74+30.00, 81+92.93 to 83+12.09, 93+20.00 to 95+42.29, 95+82.29 to 99+30.73, 102+03.26 to 102+43.26 and 107+00.00 to 109+09.58.

Contractor shall make any necessary adjustments to the profile to ensure joint deflections do not exceed fifty percent (50%) of manufacturer’s recommendation, as required by the specification. Contractor shall determine restraint lengths necessary to provide thrust restraint for all fittings and valves. Restraint costs shall be subsidiary to the unit price bid for the water line. See City of Fort Worth Water Department Standard Product List for acceptable thrust restraint systems for 24” PVC water line. Revised sheets 19-32 have not been included in this addendum.

14. Sheets 31-32 – Ductile iron fittings specified and note added to “Connection Notes.” Revised sheets 31-32 are included in this addendum.

15. Sheets 38-40 - Revised sheets 38-40 are included in this addendum.

16. Sheet 41 - Modified Turbine Meter symbol description, added specific type: Sensus-Omni. Revised sheet 41 is included in this addendum.

17. Sheet 42 – Revised as follows:

- A. Modified overall spec on plans formatting.
- B. Revised Part 2 Products of specs; Conduit, section A: all rigid steel & EMT changed to aluminum RAC-rigid aluminum conduit.
- C. Revised Part 2 Products of specs; Conduit, section A: Flexible metal conduit changed to liquid tight flexible aluminum conduit, couplings and fittings.
- D. Revised Part 2 Products of specs; Junction and pull box, section C: Outdoor Junction boxes and pull boxes revised and shall be rated NEMA 4X.
- E. Revised Part 2 Products of specs; Outlet boxes, section D: Outlet boxes revised and shall be rated NEMA 4X
- F. Revised Part 2 Products of specs; Wiring Devices, section I: Outdoor receptacle revised and shall be heavy duty, industrial grade type.

Revised sheet 42 is included in this addendum.

18. Sheet 43 – Modified overall spec on plans formatting. Revised sheet 43 is included in this addendum.

19. Sheet 44 – Revised as follows:

- A. Added feeder tag 1102 on electrical site plan enlargement in reference to the (2) 2”

STRUCTURES AND UPLIFT CONDITIONS.”

C. Detail 2, General Notes, Note No. 1.

1. Replace as follows:

“1. 6” SENSUS OMNI T² METER WITH INTEGRAL STRAINER. PROVIDE REMOTE TRANSMITTER WITH DISPLAY, SENSUS ACT-PAK MODEL SERIES.”

Revised sheet 51 is not included in this addendum.

22. Sheet 60 - Trench repair details have been added to sheet 60. Revised sheet 60 is included in this addendum.
23. Sheet 64 - Site-specific reinforcement details and dimensions have been added to the Butterfly Valve Vault (36”-54”) detail on sheet 64. Revised sheet 64 is included in this addendum.
24. Sheet 65 - The Horizontal Thrust Blocking detail on sheet 65 has been revised to include 30” and 36” diameter pipe. Revised sheet 65 is included in this addendum.
25. Sheet 66 - The Vertical Tie-Down Blocking detail on sheet 66 has been revised to include 18” and 24” diameter pipe. Revised sheet 66 is included in this addendum.
26. Sheet 84 - Install proposed access gates per Type 2 Gate as shown on TxDOT Barbed Wire and Woven Wire Fence WF (2)-10 detail. New sheet 84 is included in this addendum.

**ADVERTISEMENT FOR BIDS
CITY OF WILLOW PARK
APPROACH MAIN TO HUDSON OAKS AND WILLOW PARK**

Separate sealed bids for the APPROACH MAIN TO HUDSON OAKS AND WILLOW PARK project will be received by the CITY OF WILLOW PARK, TEXAS until **October 15, 2020 at 3:00 PM** at City Hall, 516 Ranch House Road, Willow Park, Texas 76087 and then at said location publicly opened and read aloud.

The project includes the construction of approximately

1,160 LF 16" Water Pipe by Open Cut	60 LF 16" Water Pipe by Other Than Open Cut
3,860 LF 18" Water Pipe by Open Cut	100 LF 18" Water Pipe by Other Than Open Cut
6,180 LF 24" Water Pipe by Open Cut	180 LF 24" Water Pipe by Other Than Open Cut
40 LF 36" Water Pipe by Open Cut, and	

Piping and Appurtenances to connect the Approach Main to the Willow Park water distribution system.

The Contract Documents, consisting of Advertisement for Bids, Information for Bidders, Bid Proposal, Bid Bond, Contract, Performance and Payment Bonds, General Conditions, Notice of Award, Notice to Proceed, Plans, Specifications, Addenda (if any) and Project Contracting and Compliance Provisions may be examined at the following locations:

Halff Associates, Inc.
4000 Fossil Creek Blvd.
Fort Worth, Texas 76137

Bids will not be received from contractors who have not obtained original plans and specifications from Halff Associates, Inc. The cost for Contract Documents is \$50.00 per half size set. The cost of Contract Documents is not refunded. Submit check, cashier check or money order for payment. Cash will not be accepted.

A non-mandatory prebid meeting for the project will be held at the City of Willow Park, 516 Ranch House Road, Willow Park, Texas 76087 at 10:00 AM, CST, Tuesday, October 1, 2020.

Direct questions regarding distribution of Contract Documents, and the design of Approach Main to Hudson Oaks and Willow Park to Leah Hodge, P.E., Halff Associates, Inc., at (817) 764-7459.

The Owner reserves the right to waive any informalities and to reject any or all bids, and to accept the bid they consider most advantageous to the Owner. Bids may be held by the Owner for a period not to exceed sixty (60) days from the date of bid opening for the purpose of reviewing the bids and investigating the qualifications of Bidders prior to awarding of the contract. Award of the contract will be made as a whole to one Bidder. The contract shall be awarded to the lowest responsive, responsible bidder.

Small and minority firms are encouraged to submit bids for this project.

A certified check or bank draft, payable to the order of **CITY OF WILLOW PARK**, negotiable U.S. Government bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total bid shall be submitted with each bid.

This contract is contingent upon release of funds from the Texas Water Development Board (TWDB).

This contract is to be funded through a loan obtained from the Texas Water Development Board as part of the Drinking Water State Revolving Fund (DWSRF). There are a number of special provisions for this funding that bidders, by submitting a bid, acknowledge understanding, including the following: Any contract or contracts awarded under this Invitation for bid (IFB) are expected to be funded in part by financial assistance from the

INSTRUCTIONS TO BIDDERS (00 21 13)

1. DEFINED TERMS

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions and the TWDB Supplemental Conditions.

2. QUALIFICATIONS OF BIDDERS

- A. Submit documentation within five (5) days of Owner's request to demonstrate that the Contractor is qualified by experience and capability to successfully construct the project within the Contract Time and for the Contract Amount. Include the following information:
1. Qualifications and experience of the Bidders, including key personnel to be assigned to the project.
 2. Qualifications and experience of Subcontractors.
 3. Qualifications of manufacturers proposed to furnish the principal items of material or equipment.
 4. Financial data consisting of audited financial statements for the last five years.
 5. Previous experience with public contracts and present reference contacts.
 6. List of available equipment.
 7. Evidence of authority to conduct business in the jurisdiction where the project is located.

3. DISADVANTAGED BUSINESS ENTERPRISES

The Texas Water Development Board's (TWDB) Clean Water and Drinking Water Revolving Fund programs receive federal funds from the U.S. Environmental Protection Agency (EPA). As a condition of federal grant awards, EPA regulations require that loan recipients make a **"good faith effort"** to award a fair share of work to Disadvantaged Business Enterprises (DBE) who are Minority Business Enterprises (MBE's), and Women-owned Business Enterprises (WBE's) whenever procuring construction supplies, services and equipment. More information on DBE requirements is available in the Supplemental Contract Conditions section of this guidance No. ***14. Disadvantaged Business Enterprises.***

The current fair share goals for the State of Texas are as follows:

<u>CATEGORY</u>	<u>MBE</u>	<u>WBE</u>
Construction	19.44%	9.17%
Equipment	16.28%	11.45%
Services	20.41%	13.66%
Supplies	25.34%	8.82%

4. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors--Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order No. 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

Form	Prime Contractor	Submit Form To
TWDB-0216	Required	TWDB
TWDB-0217	Required	TWDB
TWDB-0373	Required	TWDB

9. BID SECURITY

- A. Submit a bid security in the amount of five (5%) percent of the amount of the maximum total bid as a guarantee that the Bidder will promptly enter into a Contract and execute a Performance, Payment and Maintenance Bonds on the forms included in the Contract Documents if awarded the contract.
- B. Acceptable Bid security are:
 - 1. Certified or cashier's check made payable to the Owner.
 - 2. An approved Bidder's Bond underwritten by a surety named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.
- C. Bid securities will be returned to bidders when the contract award is made or bids are rejected.

10. CONTRACT TIME

Time is of the essence on this project. The Approach Main to Hudson Oaks and Willow Park is to be completed within 180 consecutive calendar days from the date of the notice to proceed. Liquidated damages are set forth in the Standard Form of Agreement.

11. BID FORM

- A. Submit bids on the Bid forms provided with the Contract Documents for each contract Bid. Include supplemental data to be furnished in the same sealed envelope with Proposal.
- B. Bid forms must be completed in ink or electronic bid forms will be proved upon request. The Bid price of each item on the form must be stated in words and numerals. Words take precedence in case of a conflict.
- C. Execute bids by corporations in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. Affix the corporate seal and attest by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Execute bids by partnerships in the partnership name. Forms are to be signed by a partner. Print the name below the signature. Write the title of the Partner and show the official address of the partnership shown below the signature.
- E. Acknowledge receipt of all Addenda on the bid form by signing beside the Addenda number. The contractor must acknowledge receipt of Addenda on sealed bid envelop.

12. SUBMISSION OF BIDS

Submit bids at the time and place indicated in the Invitation for Bids. Submit bids in a sealed envelope, marked with the Project title and name and address of the Bidder. Include the bid security and other required documents in the envelope.

- C. For prime contracts in excess of \$100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.
- D. Any contracts in excess of \$2,000 must include the provisions of the Davis-Bacon Wage Rate Requirements. If the Owner (sub-recipient) is a governmental entity such as a city or district, it must insert in full the contract clauses found in TWDB Guidance DB-0156, Appendix 1: Section 3, Section 4 if the contract exceeds \$100,000, and Section 5. If the Owner (sub-recipient) is a non-governmental entity such as a water supply corporation or a private company, it must insert in full the contract clauses found in TWDB Guidance DB-0156, Appendix 2: Section 3, Section 4 if the contract exceeds \$100,000, and Section 5. The Owner (sub-recipient) must ensure all prime contracts require the same full text in any subcontracts. See TWDB Guidance DB-0156 for the text of the contract language that must be included.

Additional information on Davis-Bacon Wage Rate Requirements and its applicability to this contract can be found in TWDB Guidance DB-0156.

19. WAGE RATES

Contractor must pay no less than the general prevailing rates for the Project location as determined in accordance with statutory requirements. The minimum rates for various labor classifications as established by the Owner are included in the Contract Documents.

19. TWDB FUNDING

Funding for this project is expected to be provided in part by the Texas Water Development Board. Neither the State of Texas, nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to applicable provisions 31 TAC Chapter 371 (DWSRF) in effect on the date of the assistance award for this project.

20. BONDS

Performance, Payment and Maintenance Bonds are required for this project and shall be provided in accordance with the General Conditions.

21. SALES TAXES

The Owner qualifies as an exempt agency as defined by the statutes of the State of Texas. Owner's purchasing department will issue exemption certificates. Comply with all statutes and rulings of the State Comptroller.

22. DEBARMENT AND SUSPENSION CERTIFICATION

This contract is subject to the federal requirements of Subpart C of 2 CFR Part 180 and Part 1532 regarding Debarment and Suspension. The Contractor will comply with the assurances provided with the bid that leads to a contract.

23. CONTRACTING PARTY AND OWNERSHIP CLARIFICATION

Although the Construction Contract will be with the City of Willow Park, perspective bidders are advised that the City of Fort Worth also has a significant role in this project. Upon completion of the Construction Contract, the City of Fort Worth will take ownership of the pipeline from the interconnection with the Fort Worth water system at Farmer Road, over to the extraterritorial jurisdiction (ETJ) boundary, near Station 49+78. Therefore, the City of Fort Worth Technical Specifications are included in the Contract Documents and apply to the whole project. Additionally, the City of Fort Worth has responsibility for Construction Inspection for the portion of the project that they will ultimately own. The City of Willow Park will retain ownership of that portion of the pipeline from the ETJ boundary to the west and has responsibility for Construction Inspection for that portion of the project. Definition of the term CITY therefore means City of Willow Park with regard to usage in the Contract Documents (Division 00). Where the term CITY is used in the Technical Specifications (Division 01 and higher), it is in

**CITY OF WILLOW PARK DISCLOSURE
AND CONFLICT OF INTEREST STATEMENT
(00 35 13)**

Name of person/entity ("the Filer") that contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of Willow Park or who is an agent of any such person/entity: _____

Address: _____ City _____ State _____ Zip _____

DISCLOSURE QUESTIONS

Name each City employee that has a financial interest in the Filer.

Name each City employee who will receive any compensation for or as a result of the desired business dealings.

CONFLICT OF INTEREST QUESTIONS

1. Describe each affiliation or business relationship with a City employee or contractor who makes recommendations to the City Manager or City Council regarding expenditures of money, including identifying the employee or contractor. _____

2. Describe each affiliation or business relationship with the City Manager, Mayor, or a City Councilmember who appoints or employs the City Manager or the City Council, including identifying the City Manager, Mayor, or individual Councilmember. _____

3. Identify the City Manager, Mayor, or City Councilmember with whom the Filer has an affiliation or business relationship. This question and its subparts must be completed for each person with whom an affiliation or other relationship exists. _____

A. Is the person identified in question #3 receiving or likely to receive taxable income from the Filer?
___Yes ___No

B. Is the Filer receiving or likely to receive taxable income from or at the direction of the person identified in question #3 which is not from the City? ___Yes ___No

C. Is the Filer affiliated with a corporation or other business entity in which the City Manager, Mayor, or a City Councilmember serves as an officer or director, or holds an ownership of ten percent (10%) or more? ___Yes ___No

D. Describe each affiliation or business relationship that the Filer has with the City Manager, Mayor, or City Council members. _____ Yes ___No

4. Describe any other affiliation or business relationship that might cause a conflict of interest.

CERTIFICATION

I certify that all information provided is true and correct, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City as changes occur.

Print or Type Name

Signature

Date

FORM 1295 INSTRUCTIONS

Form 1295 – Certificate of Interested Parties Pursuant to Texas Government Code §2252.908 the successful vendor must file a Certificate of Interested Parties (Form 1295) with the Texas Ethics Commission prior to award of the contract. Failure to file and send the completed form within five (5) business days of request may be grounds for declaring vendor non-responsive to specifications.

Information regarding this form may be found on the Texas Ethics Commission’s website at www.ethics.state.tx.us. Form 1295 Sample:

CERTIFICATE OF INTERESTED PARTIES		FORM 1295		
Complete Nos. 1 - 4 and 6 if there are interested parties Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties		OFFICE USE ONLY		
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.				
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.				
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.				
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary
5 Check only if there is NO Interested Party <input type="checkbox"/>				
6 AFFIDAVIT		I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct		
		Signature of authorized agent of contracting business entity		
AFFIX NOTARY STAMP / SEAL ABOVE				
Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.				
Signature of officer administering oath		Printed name of officer administering oath		Title of officer administering oath
ADD ADDITIONAL PAGES AS NECESSARY				

BID FORM (00 41 00)

Willow Park, Texas
October 15, 2020

PROPOSAL OF Mountain Cascade of Texas, LLC

, A Corporation organized and existing under the laws of the State of Texas , a partnership consisting of
, the business name of N/A, an individual.

TO: CITY OF WILLOW PARK

PROPOSAL FOR: **APPROACH MAIN TO HUDSON OAKS AND WILLOW PARK**

The undersigned Bidder has carefully examined the Invitation for Bids, Instructions to Bidders, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, the Drawings, and the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the work as provided in the Contract Documents; and will execute the contract and bonds in the Contract Documents upon formal acceptance of his Proposal for the unit prices and amounts shown in the following table. Bidder shall provide base bid and alternate bids.

The undersigned bidder will execute the Contract Agreement within fifteen (15) days after receiving a Notice of Award and will furnish approved bonds and insurance as required by the Contract Documents for the faithful performance of the Contract. The attached bid security in the amount of five (5) percent of the amount bid is to become the property of the Owner as liquidated damages for the delay and additional work caused by the failure of the bidder to enter into a contract in the event the Contract Agreement and bonds are not executed within fifteen (15) days.

The undersigned agrees to complete all work covered by these Contract Documents within 180 consecutive calendar days from the day established for the start of the work in a written Notice to Proceed. The date established for the start of work will be not less than ten (14) days or not more than sixty (60) days after the date of the Contract Agreement, except by mutual agreement of the Owner and the Contractor.

Receipt is acknowledged of the following addenda:

	DATE	BY
Addendum No. 1	<u>9/29/2020</u>	<u>[Signature]</u>
Addendum No. 2	<u>10/8/2020</u>	<u>[Signature]</u>
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

Respectfully submitted,

By [Signature]
Andrew McCulloch, Vice President
(Print Name and Title)

11729 E. FM 917

Alvarado, TX 76009
Address

Attested By:

[Signature]
Secretary

(SEAL) If Bidder is a Corporation

NOTE: Do not detach bid forms from other papers. Fill in with ink and submit complete with attached papers.

SECTION 00 42 43
PROPOSAL FORM

UNIT PRICE BID

Bidder's Application

Project Item Information					Bidder's Proposal	
Bidlist Item No.	Description	Specification Section No.	Unit of Measure	Bid Quantity	Unit Price	Bid Value
1	0241.1354 Salvage 24" Water Valve	02 41 14	EA	2	\$555.00	\$1,110.00
2	3311.0541 16" PVC Water Pipe	33 11 10, 33 11 12	LF	1146	\$85.00	\$97,410.00
3	3311.0542 16" PVC Water Pipe, CSS Backfill	34 11 10, 33 11 12	LF	2	\$172.00	\$344.00
4	3311.0551 16" DIP Water	33 11 10	LF	5	\$200.00	\$1,000.00
5	3311.0552 16" DIP Water, CSS Backfill	33 11 10	LF	18	\$220.00	\$3,960.00
6	9999.0001 18" PVC Water Pipe	33 11 10, 33 11 12	LF	3748	\$92.00	\$344,816.00
7	9999.0002 18" PVC Water Pipe, CSS Backfill	34 11 10, 33 11 12	LF	2	\$180.00	\$360.00
8	9999.0003 18" DIP Water	33 11 10	LF	39	\$220.00	\$8,580.00
9	9999.0004 18" DIP Water, CSS Backfill	34 11 10	LF	18	\$250.00	\$4,500.00
10	3311.0871 36" DIP Water	33 11 10	LF	34	\$460.00	\$15,640.00
11	9999.0005 16" DIP Water Carrier Pipe in 30" Casing By Other Than Open	33 05 22	LF	70	\$740.00	\$51,800.00
12	9999.0006 18" DIP Water Carrier Pipe in 36" Casing By Open Cut	32 05 22	LF	20	\$396.00	\$7,920.00
13	9999.0007 18" DIP Water Carrier Pipe in 36" Casing By Other Than Open	33 05 22	LF	140	\$808.00	\$113,120.00
14	3312.3107 18" Gate Valve w/ Vault	33 12 20	EA	2	\$21,800.00	\$43,600.00
15	3312.5000 36" AWWA Butterfly Valve w/ Vault	33 12 21	EA	1	\$220,000.00	\$220,000.00
16	3312.6002 6" Blow Off Valve	33 12 60	EA	2	\$17,000.00	\$34,000.00
17	3312.1002 2" Combination Air Valve Assembly for Water	33 12 30	EA	3	\$12,000.00	\$36,000.00
18	3304.0002 Cathodic Protection (SEE NOTE BELOW)	33 04 12	LS	1	\$35,000.00	\$35,000.00
19	3305.0109 Trench Safety	33 05 10	LF	11015	\$1.00	\$11,015.00
20	3305.0110 Utility Markers	33 05 26	LS	1	\$2,000.00	\$2,000.00
21	3305.0103 Exploratory Excavation of Existing Utilities	33 05 30	EA	14	\$800.00	\$11,200.00
22	3312.0108 Connection to Existing 24" Water Main	33 12 25	EA	1	\$9,000.00	\$9,000.00
23	3312.0110 Connection to Existing 36" Water Main	33 12 25	EA	1	\$30,000.00	\$30,000.00
24	3311.0001 Ductile Iron Water Fittings w/ Restraint	33 11 11	TON	8	\$5,064.00	\$40,512.00
25	9999.0008 Willow Park Delivery Site (SEE NOTE BELOW)		LS	1	\$455,210.00	\$455,210.00
26	3211.0112 6" Flexible Base, Type A, GR-1	32 11 23	SY	13	\$25.00	\$325.00
27	0241.0500 Remove Fence	02 41 13	LF	601	\$1.00	\$601.00
28	3231.0307 20' Gate, Steel	32 31 26	EA	11	\$2,000.00	\$22,000.00
29	3231.0211 Barbed Wire Fence	32 31 26	LF	251	\$9.00	\$2,259.00
30	3231.0141 Steel Tube Fence	32 31 13	LF	130	\$20.00	\$2,600.00
31	3231.0213 Wire Mesh Fence, Metal Posts	32 31 26	LF	20	\$22.00	\$440.00
32	9999.0000 Temporary Electric Fence	32 31 26	LF	601	\$17.00	\$10,217.00
33	3471.0001 Traffic Control	34 71 13	MO	6	\$3,100.00	\$18,600.00
34	3125.0101 SWPPP ≥ 1 acre	31 25 00	LS	1	\$37,000.00	\$37,000.00
35	3137.0109 Slab Riprap	31 37 00	SY	690	\$110.00	\$75,900.00
36	3291.0100 Topsoil	32 91 19	CY	5540	\$7.00	\$38,780.00
37	3292.0200 Seeding, Broadcast	32 92 13	SY	49785	\$1.00	\$49,785.00
38	0171.0101 Construction Staking	01 71 23	LS	1	\$22,000.00	\$22,000.00
39	9999.0009 Remove and Replace 18" CMP		LF	24	\$80.00	\$1,920.00
40	9999.0010 GPS As Built Red Line Survey	2 71 23	LS	1	\$2,000.00	\$2,000.00
41	9999.0011 Construction Allowance	00 73 00	LS	1	\$150,000.00	\$150,000.00
					Total Base Bid	\$2,012,524.00

Alternate Bid 1

1	9999.0001 18" PVC Water Pipe	33 11 10, 33 11 12	LF	5811	\$102.00	\$592,722.00
2	9999.0003 18" DIP Water	33 11 10	LF	22	\$220.00	\$4,840.00
3	9999.0006 18" DIP Water Carrier Pipe in 36" Casing By Open Cut	32 05 22	LF	120	\$415.00	\$49,800.00
4	9999.0007 18" DIP Water Carrier Pipe in 36" Casing By Other Than Open	33 05 22	LF	216	\$890.00	\$192,240.00
5	3312.3107 18" Gate Valve w/ Vault	33 12 20	EA	9	\$24,000.00	\$216,000.00
6	3312.6002 6" Blow Off Valve	33 12 60	EA	4	\$18,000.00	\$72,000.00
7	3312.1002 2" Combination Air Valve Assembly for Water	33 12 30	EA	3	\$12,500.00	\$37,500.00
8	3304.0002 Cathodic Protection (SEE NOTE BELOW)	33 04 12	LS	1	\$33,000.00	\$33,000.00
					Total Alternate Bid1	\$1,198,102.00

BID BOND (00 43 12)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned

Mountain Cascade of Texas, LLC as
Principal,

and Liberty Mutual Insurance Company as
Surety,

are hereby held and firmly bound unto the City of Willow Park, Texas as Owner in the
penal

sum of Five Percent (5%) of Total Amount Bid for payment which, well
and truly

to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 9th day of October, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to the City of Willow Park, Texas a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the construction of the **Approach Main to Hudson Oaks and Willow Park.**

NOW THEREFORE,

- (a) If said Bid shall be rejected, or
- (b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and Certificates of Insurance and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation and herein stated.

ALL-PURPOSE ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF Arizona)SS
COUNTY OF Maricopa)

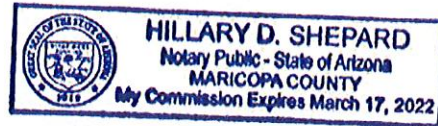
On October 9, 2020 before me, Hillary D. Shepard, Notary Public, personally appeared Sarah Bracy

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Hillary D. Shepard



This area for official notarial seal.

**OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT
CAPACITY CLAIMED BY SIGNER**

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the documents.

- INDIVIDUAL
- CORPORATE OFFICER(S) TITLE(S)
- PARTNER(S) LIMITED GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

SIGNER IS REPRESENTING:

Liberty Mutual Insurance Company
Name of Person or Entity

Name of Person or Entity

OPTIONAL SECTION - NOT PART OF NOTARY ACKNOWLEDGEMENT

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form.

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW

TITLE OR TYPE OF DOCUMENT: _____

NUMBER OF PAGES _____ DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE _____

BID AFFIDAVIT (00 43 13)

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the Specifications of the Invitation to Bid. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by Bidder.)

STATE OF TEXAS COUNTY OF Johnson BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day personally appeared Andrew McCulloch who after being by me

Name

duly sworn, did depose and say:

"I, Andrew McCulloch am a duly authorized office/agent for

Name

Mountain Cascade of Texas, LLC and have been duly authorized to execute the

Name of Firm

foregoing on behalf of the said Mountain Cascade of Texas, LLC.

Name of Firm

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or individual(s) engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool, agreement or combination thereof, to control the price of services/commodities bid on, or to influence any individual(s) to bid or not to bid thereon."

Name and Address of Bidder: Mountain Cascade of Texas, LLC

11729 E. FM 917 Alvarado, TX 76009

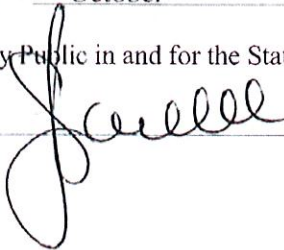
Telephone: 817-783-3094

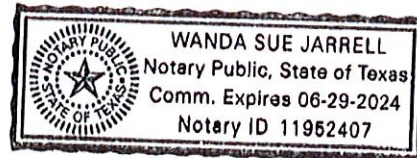
by: Andrew McCulloch

Title: Vice President Signature: 

SUBSCRIBED AND SWORN to before me by the above named Andrew McCulloch on this the 15th day of October 2020.

Notary Public in and for the State of TEXAS





STATE RECIPROCAL REQUIREMENT (00 43 37)

The City of Willow Park, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

- 1. Where is your principal place of business? Texas


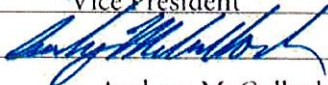
- 2. Only if your principal place of business is not in the state of Texas, please indicate:
 - A. In which state is your principal place of business located? N/A

 - B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES NO

 - C. If "YES", what is that dollar increment or percentage? N/A

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: Mountain Cascade of Texas, LLC
Address: 11729 E. FM 917
City, State, Zip: Alvarado, TX 76009
Phone: 817-783-3094
Email Address: jasonw@mountaincascade.com
Bidder (Print name) Andrew McCulloch
Bidder Signature 
Position with Company Vice President
Signature of company official authorizing this bid: 
Company Official (Print name): Andrew McCulloch
Position with company: Vice President

SECTION 00 45 11
BIDDERS PREQUALIFICATIONS

1. **Summary.** All contractors are required to be prequalified by the City of Fort Worth prior to submitting bids. To be eligible to bid the contractor must submit Section 00 45 12, Prequalification Statement for the work type(s) listed with their Bid. Any contractor or subcontractor who is not prequalified for the work type(s) listed must submit Section 00 45 13, Bidder Prequalification Application in accordance with the requirements below. The prequalification process will establish a bid limit based on a technical evaluation and financial analysis of the contractor. The information must be submitted seven (7) days prior to the date of the opening of bids. For example, a contractor wishing to submit bids on projects to be opened on the 7th of April must file the information by the 31st day of March in order to bid on these projects. In order to expedite and facilitate the approval of a Bidder's Prequalification Application, the following must accompany the submission.
 - a. A complete set of audited or reviewed financial statements.
 - (1) Classified Balance Sheet
 - (2) Income Statement
 - (3) Statement of Cash Flows
 - (4) Statement of Retained Earnings
 - (5) Notes to the Financial Statements, if any
 - b. A certified copy of the firm's organizational documents (Corporate Charter, Articles of Incorporation, Articles of Organization, Certificate of Formation, LLC Regulations, Certificate of Limited Partnership Agreement).
 - c. A completed Bidder Prequalification Application.
 - (1) The firm's Texas Taxpayer Identification Number as issued by the Texas Comptroller of Public Accounts. To obtain a Texas Taxpayer Identification number visit the Texas Comptroller of Public Accounts online at the following web address www.window.state.tx.us/taxpermit/ and fill out the application to apply for your Texas tax ID.
 - (2) The firm's e-mail address and fax number.
 - (3) The firm's DUNS number as issued by Dun & Bradstreet. This number is used by the City for required reporting on Federal Aid projects. The DUNS number may be obtained at www.dnb.com.
 - d. Resumes reflecting the construction experience of the principles of the firm for firms submitting their initial prequalification. These resumes should include the size and scope of the work performed.
 - e. Other information as requested by the City.
2. **Prequalification Requirements**
 - a. *Financial Statements.* Financial statement submission must be provided in accordance with the following:
 - (1) The City requires that the original Financial Statement or a certified copy be submitted for consideration.

- d. If a contractor has a valid prequalification letter, the contractor will be eligible to bid the prequalified work types until the expiration date stated in the letter.

END OF SECTION

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SECTION 00 45 12
PREQUALIFICATION STATEMENT

Each Bidder for a City procurement is required to complete the information below by identifying the prequalified contractors and/or subcontractors whom they intend to utilize for the major work type(s) listed.

Major Work Type	Contractor/Subcontractor Company Name	Prequalification Expiration Date
Water Transmission, Development, 42-inches and smaller	Mountain Cascade of Texas, LLC	1/31/2021

8
9

The undersigned hereby certifies that the contractors and/or subcontractors described in the table above are currently prequalified for the work types listed.

10
11
12
13

BIDDER:

14

Mountain Cascade of Texas, LLC By: Andrew McCulloch
Company (Please Print)

15
16

11729 E. FM 917 Signature: 
Address

17
18

Alvarado, TX 76009 Title: Vice President
City/State/Zip (Please Print)

19
20

21
22

Date: 10/15/2020

23
24

END OF SECTION

25
26

27

28

29

MAJOR WORK CATEGORIES, CONTINUED

- Sewer CIPP, 12-inches and smaller
 - Sewer CIPP, 24-inches and smaller
 - Sewer CIPP, 42-inches and smaller
 - Sewer CIPP, All Sizes
 - Sewer Collection System, Development, 8-inches and smaller
 - Sewer Collection System, Urban/Renewal, 8-inches and smaller
 - Sewer Collection System, Development, 12-inches and smaller
 - Sewer Collection System, Urban/Renewal, 12-inches and smaller
 - Sewer Interceptors, Development, 24-inches and smaller
 - Sewer Interceptors, Urban/Renewal, 24-inches and smaller
 - Sewer Interceptors, Development, 42-inches and smaller
 - Sewer Interceptors, Urban/Renewal, 42-inches and smaller
 - Sewer Interceptors, Development, 48-inches and smaller
 - Sewer Interceptors, Urban/Renewal, 48-inches and smaller
 - Sewer Pipe Enlargement 12-inches and smaller
 - Sewer Pipe Enlargement 24-inches and smaller
 - Sewer Pipe Enlargement, All Sizes
 - Sewer Cleaning , 24-inches and smaller
 - Sewer Cleaning , 42-inches and smaller
 - Sewer Cleaning , All Sizes
 - Sewer Cleaning, 8-inches and smaller
 - Sewer Cleaning, 12-inches and smaller
 - Sewer Siphons 12-inches or less
 - Sewer Siphons 24-inches or less
 - Sewer Siphons 42-inches or less
 - Sewer Siphons All Sizes
- Transportation Public Works**
- Asphalt Paving Construction/Reconstruction (LESS THAN 15,000 square yards)
 - Asphalt Paving Construction/Reconstruction (15,000 square yards and GREATER)
 - Asphalt Paving Heavy Maintenance (UNDER \$1,000,000)
 - Asphalt Paving Heavy Maintenance (\$1,000,000 and OVER)
 - Concrete Paving Construction/Reconstruction (LESS THAN 15,000 square yards)
 - Concrete Paving Construction/Reconstruction (15,000 square yards and GREATER)
 - Roadway and Pedestrian Lighting

8. In what other lines of business are you financially interested? _____

9. Have you ever performed any work for the City? _____
 If so, when and to whom do you refer? _____

10. State names and detailed addresses of all producers from whom you have purchased principal materials during the last three years.

NAME OF FIRM OR COMPANY	DETAILED ADDRESS

11. Give the names of any affiliates or relatives currently debarred by the City. Indicate your relationship to this person or firm. _____

12. What is the construction experience of the principal individuals in your organization?

NAME	PRESENT POSITION OR OFFICE	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY

13. If any owner, officer, director, or stockholder of your firm is an employee of the City, or shares the same household with a City employee, please list the name of the City employee and the relationship. In addition, list any City employee who is the spouse, child, or parent of an owner, officer, stockholder, or director who does not live in the same household but who receives care and assistance from that person as a direct result of a documented medical condition. This includes foster children or those related by adoption or marriage. _____

14. Equipment

\$ _____

TOTAL

ITEM	QUANTITY	ITEM DESCRIPTION	BALANCE SHEET VALUE
1			
2			
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23			
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25			
26			
27			
28			
29			
30			
		Various-	
TOTAL			

Similar types of equipment may be lumped together. If your firm has more than 30 types of equipment, you may show these 30 types and show the remainder as "various". The City, by allowing you to show only 30 types of equipment, reserves the right to request a complete, detailed list of all your equipment.

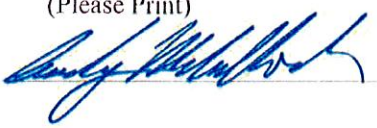
The equipment list is a representation of equipment under the control of the firm and which is related to the type of work for which the firm is seeking qualification. In the description include, the manufacturer, model, and general common description of each.

SECTION 00 45 26

CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW

Pursuant to Texas Labor Code Section 406.096(a), as amended, Contractor certifies that it provides worker's compensation insurance coverage for all of its employees employed on City Project No. 102609. Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

CONTRACTOR:

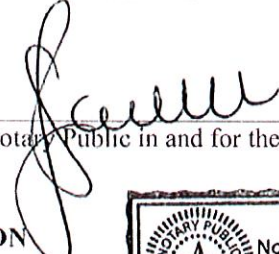
Mountain Cascade of Texas, LLC By: Andrew McCulloch
Company (Please Print)
11729 E. FM 917 Signature: 
Address
Alvarado, TX 76009 Title: Vice President
City/State/Zip (Please Print)

THE STATE OF TEXAS §

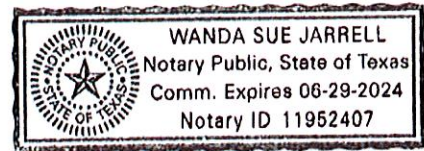
COUNTY OF PARKER §

BEFORE ME, the undersigned authority, on this day personally appeared Andrew McCulloch, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of Vice President for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15th day of October, 2020.


Notary Public in and for the State of Texas

END OF SECTION



STANDARD FORM OF AGREEMENT (00 52 43)

**STATE OF TEXAS
COUNTY OF PARKER**

THIS CONTRACT, made and entered into the ____ day of _____ A.D. 2020, by and between the City of Willow Park of the County of Parker and State of Texas, hereinafter “the City”, and Mountain Cascade of Texas, LLC of the City of Alvarado, County of Johnson and State of Texas, hereinafter “the Contractor”.

In consideration of the mutual covenants, promises, and agreements herein contained, the City and the Contractor hereby agree that the Contractor will commence and complete the construction of certain improvements described as follows:

APPROACH MAIN TO HUDSON OAKS AND WILLOW PARK

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

The Contractor hereby agrees to commence work within ten (10) calendar days after the date of the written notice to commence work and to fully complete for Final Acceptance within 180 consecutive calendar days after the date of the written notice to commence work for the Approach Main to Hudson Oaks and Willow Park, subject to such extensions of time as are provided by the General Conditions.

Contractor recognizes that time is of the essence to achieve Final Acceptance of the Work and City will suffer financial loss if the Work is not completed within the time specified in the paragraph above. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City One Thousand Dollars (\$1,000.00) for each day that expires after the time specified in the paragraph above for Final Acceptance until the City issues the Final Letter of Acceptance.

IN WITNESS WHEREOF, the parties hereto have executed this contract in the year and day first above written.

APPROVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

By: _____
BRYAN GRIMES, City Administrator

ATTEST

APPROVED AS TO FORM:

By: _____
(Signature)

(Full Name), (Title)

Mountain Cascade of Texas, LLC

By:  _____
(Signature)

Andrew McCulloch, Vice President
(Full Name), (Title)

PERFORMANCE BOND (00 61 13)

**STATE OF TEXAS
COUNTY OF PARKER**

KNOW ALL MEN BY THESE PRESENTS: That Mountain Cascade of Texas LLC
of the City of Alvarado, County of Johnson
and State of Texas, as Principal, and Liberty Mutual Insurance Company
authorized under the laws of the State of Texas to act as Surety on bonds for Principal, are held and
firmly bound unto the City of Willow Park (Owner), in the penal sum of Three Million Seven Hundred Eighty
Five Thousand Eight Hundred Thirty Two and 00/100 Dollars
(\$ 3,785,832.00) for the payment whereof, the said Principal and Surety bind
themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,
by these presents:

WHEREAS, the Principal has entered into a certain written contract (Contract) with the
Owner, dated the _____ day of _____, 2020 to construct:

APPROACH MAIN TO HUDSON OAKS AND WILLOW PARK

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if
the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully
observe and perform all and singular the covenants, conditions and agreements in and by said
Contract agreed and covenanted by the Principal to be observed and performed, and according to the
true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this
obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter
2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined
in accordance with the provisions of said Chapter to the same extent as if it were copied at length
herein.

Surety, for value received, stipulates and agrees that no change, extension of time,
alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans,
specifications, or drawings accompanying the same, shall in anyway affect its obligation on this
bond, and it does hereby waive notice of any such change, extension of time, alteration or addition
to the terms of the contract, or to the work to be performed thereunder.

Texas Water Code Sec. 17.183: Bond in a penal sum of not less than 100 percent of the
contract price and remain in effect for one year beyond the date of approval by the engineer of the
political subdivision.

PAYMENT BOND (00 61 14)

**STATE OF TEXAS
COUNTY OF PARKER**

KNOW ALL MEN BY THESE PRESENTS: That Mountain Cascade of Texas LLC
of the City of Alvarado, County of Johnson
and State of Texas, as Principal, and Liberty Mutual Insurance Company
authorized under the laws of the State of Texas to act as Surety on bonds for Principal, are held and
firmly bound unto the City of Willow Park (Owner), in the penal sum of Three Million Seven Hundred Eighty
Five Thousand Eight Hundred Thirty Two and 00/100 Dollars
(\$ 3,785,832.00) for the payment whereof, the said Principal and Surety bind
themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally,
by these presents:

WHEREAS, the Principal has entered into a certain written contract (Contract) with the
Owner, dated the ____ day of _____, 2020 to construct:

APPROACH MAIN TO HUDSON OAKS AND WILLOW PARK

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if
copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if
the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in
the prosecution of the work provided for in said Contract, then, this obligation shall be void;
otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter
2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined
in accordance with the provisions of said Chapter to the same extent as if it were copied at length
herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration
or addition to the terms of the contract, or to the work performed thereunder, or the plans,
specifications or drawings accompanying the same, shall in anyway affect its obligation on this bond,
and it does hereby waive notice of any such change, extension of time, alteration or addition to the
terms of the contract, or to the work to be performed thereunder.

Texas Water Code Sec. 17.183: Bond in a penal sum of not less than 100 percent of the
contract price and remain in effect for one year beyond the date of approval by the engineer of the
political subdivision.

MAINTENANCE BOND (00 61 19)

Bond No. 070212870

KNOW ALL MEN BY THESE PRESENTS:

That we, Mountain Cascade of Texas LLC (hereinafter called **Principal**),
and Liberty Mutual Insurance Company a corporation organized under
the laws of the State of ~~XXXX~~^{MA} and authorized to do a surety business in the State of Texas, (hereinafter
called **Surety**), are held and firmly bound unto the City of Willow Park, Texas (hereinafter called the **City**)
in the full and just sum of One Million Seven Hundred Eighty Five Thousand Eight Hundred Thirty (**\$3,785,832.00**), lawful money of
Two and 00/100 Dollars
the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves,
our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said **Principal** has performed construction of water line improvements which have
been or are about to be completed and accepted by the City for the project known as APPROACH MAIN
TO HUDSON OAKS AND WILLOW PARK located in Willow Park, Texas.

AND WHEREAS, it is required that the **Principal** should guarantee the project from defects caused
by faulty or defective materials, workmanship, or design for a period of two years from and after the date
of acceptance of the completed project by the **City**.

NOW, THEREFORE, if the **Principal** shall for a period of two years from and after the date of
acceptance of the completed project by the **City** replace any and all defects arising in said work whether
resulting from faulty or defective materials, workmanship, or design, then the above obligation shall be null
and void; otherwise the obligation shall remain in full force and effect for two years from the date of
acceptance of the completed project by the **City**.

The **City** shall notify the **Principal** in writing of any defects for which the **Principal** is responsible and
shall specify in said notice a reasonable time within which the **Principal** shall have to correct said defects.
If the **Principal** fails to correct said defects within the time specified in said notice, the **City**, in its
discretion, may permit the **Surety** to correct said defects. If the **City** allows the **Surety** to



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

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

Certificate No: 8202409-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana...

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of October, 2019.



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

By: [Signature]
David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of October, 2019, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: [Signature]
Teresa Pastella, Notary Public

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

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

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 9th day of November, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

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

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SECTION 00 61 25
CERTIFICATE OF INSURANCE

END OF SECTION

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Required by Written Contract Subject to policy terms and conditions	As Required by Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required by Written Contract. Subject to policy terms and conditions.	As Required by Written Contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

CHANGES ADDITIONAL INSURED PRIMARY WORDING SCHEDULE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

**Name of Additional Insured Person(s)
Or Organization(s):**

Location(s) of Covered Operations

**As Required by Written Contract
Subject to policy terms and conditions**

As Required by Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance of a like kind available to the person or organization shown in the schedule above unless the other insurance is provided by a contractor other than the person or organization shown in the schedule above for the same operation and job location. If so, we will share with that other insurance by the method described in paragraph 4.c. of Section IV – Commercial General Liability Conditions.

All other terms and conditions remain unchanged.

Named Insured	Mountain Cascade of Texas, LLC		
Policy Number	A1CG06911807	Endorsement No.	000
Policy Period	10/01/2020 to 10/01/2021	Endorsement Effective Date:	10/01/2020
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			



Laurie Pilibidis
Account Executive

AUTHORIZED REPRESENTATIVE

10/01/2020

DATE

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: WHERE REQUIRED BY WRITTEN CONTRACT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Mountain Cascade of Texas, LLC Endorsement Effective Date: 10/01/2020

SCHEDULE

Name Of Person(s) Or Organization(s): WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Mountain Cascade of Texas, LLC

Endorsement Effective Date: 10/01/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

OLD REPUBLIC GENERAL INSURANCE CORPORATION

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY WRITTEN CONTRACT.

Named Insured	Mountain Cascade of Texas, LLC		
Policy Number	A1CW06911807	Endorsement No.	000
Policy Period	10/01/20 to 10/01/21	Endorsement Effective Date:	10/01/20
Producer's Name:	Alliant Insurance Services, Inc.		
Producer Number:			



Laurie Philibidis
Account Executive

AUTHORIZED REPRESENTATIVE

10/01/20

DATE



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: December 8, 2020	Department: Admin	Presented By: City Manager
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AGENDA ITEM:

Discuss and take action on approval of a Water Line Construction Contract with Wildstone, LLC as part of the Fort Worth Water Project.

BACKGROUND:

By a previous action, Council authorized staff to submit an RFP for construction of the water line from Willow Park to Hudson Oaks. The line will begin at 203 El Chico and it will end near Mikus Road. The approved bidder is Wildstone Construction. The bid price from Wildstone Construction is \$3,602,100.

Recommended Motion: I move that the City of Willow Park accept and execute the water line construction contract with Wildstone Construction as presented.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends approval of the construction contract with Wildstone Construction, LLC.

EXHIBITS:

Wildstone Construction Contract
Letter of recommendation from Halff and Associates

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$



October 29, 2020
AVO 34094.001

Mr. Brian Grimes
City Administrator
City of Willow Park
516 Ranch House Road
Willow Park, Texas 76087

CC: Sterling Naron, City Administrator, City of Hudson Oaks

RE: Fort Worth Wholesale Water Shared 16-Inch Water Main – Letter of Recommendation

Dear Mr. Grimes,

Bids were opened for the above referenced project on Thursday, October 22, 2020 at 3:15 p.m. at the City of Willow Park. Ten (10) bids were received for the project. Halff Associates has verified the bid tabulations and the low bidder for Total Bid is **Wildstone Construction, LLC**. Please see a summary of the FW Wholesale Water bids below. The low bidder and bid amount are highlighted.

Fort Worth Wholesale Water Shared 16-Inch Water Main Bid Summary	
Contractor	Total Bid
Ark Contracting Services, LLC	\$3,875,000.00
Atkins Bros. Equipment Co., LLC	\$5,102,219.00
Belt Construction of Texas, LLC	\$5,029,048.15
Excel Trenching	\$3,934,805.50
Gomez Brothers Construction, Inc.	\$3,722,729.00
Joe Funk Construction	\$5,339,988.23
Mountain Cascade of Texas, LLC	\$3,920,022.00
Vaca Underground Utilities, Inc.	\$3,658,552.73
Venus Construction	\$4,772,986.00
Wildstone Construction, LLC	\$3,602,100.00

Wildstone Construction’s Bid Form, Proposal Form and Bid Bond are attached to this letter. Completed WRD-255, SRF-404 and TWDB-0216 were included in the bid package and acknowledgement of Addendums No. 1 and 2 were given.

Halff reached out to several of Wildstone Construction, LLC’s references, including the City of Corinth, City of Rowlett, Benbrook Water Authority, City of Weatherford and Town of Flower Mound. All responses were positive and each reference stated they would recommend Wildstone Construction, LLC.

Halff recommends awarding the Fort Worth Wholesale Water Shared 16-Inch Water Main to **Wildstone Construction, LLC** in the amount of **\$3,602,100.00**.



If you have any questions, please contact me at (817) 764-7446.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "K. J. Gronwaldt", written in a cursive style.

Kevin J. Gronwaldt, PE
Civil Engineer

BID FORM

Willow Park, Texas

October 22, 2020

PROPOSAL OF WILDSTONE CONSTRUCTION LLC

, A Corporation organized and existing under the laws of the State of Texas, a partnership consisting of
, the business name of _____, an individual.

TO: CITY OF WILLOW PARK

PROPOSAL FOR: **FORT WORTH WHOLESALE WATER SHARED 16-INCH WATER MAIN**

The undersigned Bidder has carefully examined the Invitation for Bids, Instructions to Bidders, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, the Drawings, and the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the work as provided in the Contract Documents; and will execute the contract and bonds in the Contract Documents upon formal acceptance of his Proposal for the unit prices and amounts shown in the following table. Bidder shall provide base bid and alternate bids.

The undersigned bidder will execute the Contract Agreement within fifteen (15) days after receiving a Notice of Award and will furnish approved bonds and insurance as required by the Contract Documents for the faithful performance of the Contract. The attached bid security in the amount of five (5) percent of the amount bid is to become the property of the Owner as liquidated damages for the delay and additional work caused by the failure of the bidder to enter into a contract in the event the Contract Agreement and bonds are not executed within fifteen (15) days.

The undersigned agrees to complete all work covered by these Contract Documents within 180 consecutive calendar days from the day established for the start of the work in a written Notice to Proceed. The date established for the start of work will be not less than ten (10) days or not more than thirty (30) days after the date of the Contract Agreement, except by mutual agreement of the Owner and the Contractor.

Receipt is acknowledged of the following addenda:

	DATE	BY
Addendum No. 1	<u>9/23/20</u>	<u>[Signature]</u>
Addendum No. 2	<u>10/9/20</u>	<u>[Signature]</u>
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

Respectfully submitted,

By _____

John Gools, President
(Print Name and Title)

12550 HIGHWAY 287

FORT WORTH, TX 76052
Address

Attested By:

[Signature]
Secretary

(SEAL) If Bidder is a Corporation

NOTE: Do not detach bid forms from other papers. Fill in with ink and submit complete with attached papers.

PROPOSAL / UNIT PRICE BID SCHEDULE

FORT WORTH WHOLESALE WATER SHARED 16-INCH WATER MAIN

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Mobilization	LS	1	\$ 53,584.00	\$ 53,584.00
2	Trench Safety	LF	13,832	\$ 1.00	\$ 13,832.00
3	Traffic Control	LS	1	\$ 50,422.00	\$ 50,422.00
4	Erosion Control and SWPPP	LS	1	\$ 34,479.00	\$ 34,479.00
5	Hydromulch Seeding	SY	28,350	\$ 3.40	\$ 96,390.00
6	Soil Retention Blanket	SY	18,200	\$ 4.22	\$ 76,804.00
7	Remove Storm Drain Line (Various Sizes)	LF	104	\$ 14.00	\$ 1,456.00
8	Remove SET (Various Sizes)	EA	12	\$ 1,423.00	\$ 17,076.00
9	Prepare Right-of-Way (General Site Preparation)	LS	1	\$ 97,114.00	\$ 97,114.00
10	Concrete Driveway Repair	SY	147	\$ 229.00	\$ 33,663.00
11	Gravel Pavement Repair	SY	217	\$ 34.00	\$ 7,378.00
12	Asphalt Pavement Repair	SY	392	\$ 166.00	\$ 65,072.00
13	16" Direct-Bury Gate Valve	EA	18	\$ 7,687.00	\$ 138,366.00
14	16" C900 DR-14 PVC Water Line (By Other Than Open Cut)	LF	2,068	\$ 302.00	\$ 624,536.00
15	16" C900 DR-14 PVC Water Line Installed in Casing Pipe	LF	1,997	\$ 145.00	\$ 287,565.00
16	30" O.D. x 1/2" Thk. Steel Casing Pipe By Other Than Open Cut	LF	1,997	\$ 410.00	\$ 818,770.00
17	6" Water Line (Open Cut)	LF	50	\$ 52.00	\$ 2,600.00
18	16" C900 DR-14 PVC Water Line (By Open Cut)	LF	13,782	\$ 71.00	\$ 978,522.00
19	Connection to 16" Water Main	EA	3	\$ 4,251.00	\$ 12,753.00
20	Utility Markers	LS	1	\$ 21,633.00	\$ 21,633.00
21	2" Combination Air Valve Assembly	EA	11	\$ 6,904.00	\$ 75,944.00
22	6" Blow-Off Valve	EA	6	\$ 6,069.00	\$ 36,414.00
23	6" Cut-In Blow-Off Valve	EA	2	\$ 8,292.00	\$ 16,584.00
24	18" Class III RCP Storm Drain Line	LF	82	\$ 60.00	\$ 4,920.00
25	21" Class III RCP Storm Drain Line	LF	22	\$ 67.00	\$ 1,474.00
26	18" Single-Pipe SET	EA	8	\$ 2,317.00	\$ 18,536.00
27	21" Single-Pipe SET	EA	2	\$ 2,500.00	\$ 5,000.00
28	24" Single-Pipe SET	EA	2	\$ 2,580.00	\$ 5,160.00

PROPOSAL / UNIT PRICE BID SCHEDULE

FORT WORTH WHOLESALE WATER SHARED 16-INCH WATER MAIN

Item No.	Description	Unit	Quantity	Unit Price	Amount
29	12" Grouted Rock Riprap	CY	10	\$ 58.00	\$ 580.00
30	Signage	LS	1	\$ 3,473.00	\$ 3,473.00
TOTAL BID AMOUNT FORT WORTH WHOLESALE WATER SHARED 16-INCH WATER MAIN					\$ 3,602,100.00
SUMMARY					
A. Materials Incorporated into Work				\$	1,632,586.00
B. Materials Not Incorporated into Work				\$	0
C. Other, Labor, Etc.				\$	1,969,514.00
NOT TO EXCEED TOTAL AMOUNT OF BID (A+B+C)					\$ 3,602,100.00

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, **Wildstone Construction, LLC**, as Principal, hereinafter called the Principal, and the **Federal Insurance Company**, a Corporation created and existing under the laws of the State of **Indiana**, whose principal office is in **Whitehouse Station, NJ**, as Surety, hereinafter called the Surety, are held and firmly bound unto the **City of Willow Park, Texas**, as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the amount bid** Dollars (\$ -----), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

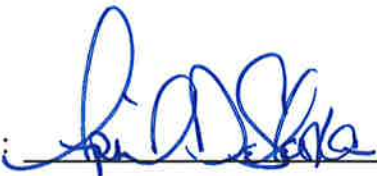
Whereas, the Principal has submitted a bid for

Fort Worth Wholesale Water Shared 16-Inch Water Main

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

Signed and sealed this **22nd** day of **October**, A.D. **2020**.

Attest:

By:  _____

Wildstone Construction, LLC

(Principal)

By:  _____ (SEAL)
JOHN KOCH, President

Witness:

By:  _____

Federal Insurance Company

By:  _____ (SEAL)
Tracy Tucker, Attorney-in-Fact

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Bennett Brown, W. Lawrence Brown, Roberta H. Erb, Steven M. Tucker and Tracy Tucker of Fort Worth, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of November, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon ss.

On this 7th day of November, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

[Signature]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 22nd day of October, 2020.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



HUDSON OAKS

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF

**FORT WORTH WHOLESALE WATER
SHARED 16-INCH WATER MAIN**

TO SERVE

**CITY OF WILLOW PARK, TEXAS
CITY OF HUDSON OAKS, TEXAS**

Mayor

Doyle Moss, Willow Park

City Administrator

Bryan Grimes, Willow Park

September 2020



Registration No.: 312

4000 Fossil Creek Blvd.
Fort Worth, TX 76137
(817) 847-1422

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For this project, the Standard Specifications for Public Works Construction North Central Texas, (Fifth Edition) as prepared by the North Central Texas Council of Governments and the City of Willow Park Standard Construction Details shall govern all work to be done, together with any additional Special Specifications or Specific Project Requirements included herein.

**SECTION 1
BIDDING
DOCUMENTS**

**ADVERTISEMENT FOR BIDS
CITY OF WILLOW PARK
FORT WORTH WHOLESALE WATER SHARED 16-INCH WATER MAIN**

Separate sealed bids for the FORT WORTH WHOLESALE WATER SHARED 16-INCH WATER MAIN project will be received by the CITY OF WILLOW PARK, TEXAS until **October 22, 2020 at 3:00 PM** at City Hall, 516 Ranch House Road, Willow Park, Texas 76087 and then at said location publicly opened and read aloud.

The project includes the construction of approximately 18,000 feet of 16-inch water line along Interstate Highway 20 westbound Frontage Road, and appurtenances.

The Contract Documents, consisting of Advertisement for Bids, Information for Bidders, Bid Proposal, Bid Bond, Contract, Performance and Payment Bonds, General Conditions, Notice of Award, Notice to Proceed, Plans, Specifications, Addenda (if any) and Project Contracting and Compliance Provisions may be examined at the following locations:

Half Associates, Inc.
4000 Fossil Creek Blvd.
Fort Worth, Texas 76137

Bids will not be received from contractors who have not obtained original plans and specifications from Half Associates, Inc. The cost for Contract Documents is \$50.00 per half size set. The cost of Contract Documents is not refunded. Submit check, cashier check or money order for payment. Cash will not be accepted.

A non-mandatory prebid meeting for the project will be held at the City of Willow Park, 516 Ranch House Road, Willow Park, Texas 76087 at **1:30 PM, CST, Tuesday, October 1, 2020**.

Direct questions regarding distribution of Contract Documents, and the design of Fort Worth Wholesale Water Shared 16-inch Water Main to Preston Dillard, P.E., Half Associates, Inc., at (817) 764-7504.

The Owner reserves the right to waive any informalities and to reject any or all bids, and to accept the bid they consider most advantageous to the Owner. Bids may be held by the Owner for a period not to exceed sixty (60) days from the date of bid opening for the purpose of reviewing the bids and investigating the qualifications of Bidders prior to awarding of the contract. Award of the contract will be made as a whole to one Bidder. The contract shall be awarded to the lowest responsive, responsible bidder.

Small and minority firms are encouraged to submit bids for this project.

A certified check or bank draft, payable to the order of **CITY OF WILLOW PARK**, negotiable U.S. Government bonds (at par value) or a satisfactory Bid Bond executed by the Bidder and an acceptable surety in an amount equal to five percent (5%) of the total bid shall be submitted with each bid.

This contract is contingent upon release of funds from the Texas Water Development Board (TWDB).

This contract is to be funded through a loan obtained from the Texas Water Development Board as part of the Drinking Water State Revolving Fund (DWSRF). There are a number of special provisions for this funding that bidders, by submitting a bid, acknowledge understanding, including the following: Any contract or contracts awarded under this Invitation for bid (IFB) are expected to be funded in part by financial assistance from the TWDB. Neither the U.S. Environmental Protection Agency (EPA) or the State of Texas, nor any of its departments, agencies, or employees, are or will be a party to this IFB, or any resulting contract.

Any contract(s) awarded under this Invitation for Bids is/are subject to the American Iron and Steel (AIS) requirements of federal law, including federal appropriation acts and Section 1452 (a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable.

This contract is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) businesses. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of

the six affirmative steps. For more details on the DBE Program and the current, applicable fair share goals, please visit www.twdb.texas.gov/dbe.

The party to whom the contract is awarded shall be required to furnish performance and payment bonds for 100% of the contract price, from a surety company holding a permit from the State of Texas to act as surety.

Equal Opportunity in Employment - All qualified Applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors--Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order No. 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

All laborers and mechanics working on the work site and employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Fund or Drinking Water State Revolving Fund shall be paid wages as described in the section, Mandatory Davis-Bacon Act Contract Conditions.

Davis-Bacon prevailing wage requirements apply to the construction, alteration or repair of treatment works carried out, in whole or in part, with assistance made available by the Clean Water State Revolving Fund (CWSRF) or a construction project financed, in whole or in part, from the Drinking Water State Revolving Fund (DWSRF).

Any contracts in excess of \$2,000 for construction, alteration or repair (including painting and decorating) and funded under the Clean Water State Revolving Fund and Drinking Water State Revolving Fund programs shall include the mandatory Davis-Bacon Act Contract Conditions.

Any contracts or subcontracts in excess of \$2000 must include the provisions of the Davis-Bacon Wage Rate Requirements found in TWDB Guidance No. DB-0156.

For prime contracts in excess of \$100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.

CITY OF WILLOW PARK

Dates: September 18 and 25, 2020

By: _____

INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders have the meanings assigned to them in the General Conditions and the TWDB Supplemental Conditions.

2. QUALIFICATIONS OF BIDDERS

A. Submit documentation within five (5) days of Owner's request to demonstrate that the Contractor is qualified by experience and capability to successfully construct the project within the Contract Time and for the Contract Amount. Include the following information:

1. Qualifications and experience of the Bidders, including key personnel to be assigned to the project.
2. Qualifications and experience of Subcontractors.
3. Qualifications of manufacturers proposed to furnish the principal items of material or equipment.
4. Financial data consisting of audited financial statements for the last five years.
5. Previous experience with public contracts and present reference contacts.
6. List of available equipment.
7. Evidence of authority to conduct business in the jurisdiction where the project is located.

3. DISADVANTAGED BUSINESS ENTERPRISES

The Texas Water Development Board's (TWDB) Clean Water and Drinking Water Revolving Fund programs receive federal funds from the U.S. Environmental Protection Agency (EPA). As a condition of federal grant awards, EPA regulations require that loan recipients make a "**good faith effort**" to award a fair share of work to Disadvantaged Business Enterprises (DBE) who are Minority Business Enterprises (MBE's), and Women-owned Business Enterprises (WBE's) whenever procuring construction supplies, services and equipment. More information on DBE requirements is available in the Supplemental Contract Conditions section of this guidance No. ***14. Disadvantaged Business Enterprises.***

The current fair share goals for the State of Texas are as follows:

<u>CATEGORY</u>	<u>MBE</u>	<u>WBE</u>
Construction	19.44%	9.17%
Equipment	16.28%	11.45%
Services	20.41%	13.66%
Supplies	25.34%	8.82%

4. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION

All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors-- Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order No. 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.

5. AMERICAN IRON AND STEEL

Any contract(s) awarded under this Invitation for Bids is/are subject to the American Iron and Steel (AIS) requirements of 33 U.S.C §1388 for Clean Water State Revolving Fund projects or Public Law 114-113, Consolidated Appropriations Act, 2016, or subsequent appropriations acts, for Drinking Water State Revolving Fund projects. The Contractor must complete the statement of understanding regarding this requirement, found in Supplemental Contract Conditions, Item No. 9.

6. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. Examine Contract Documents, make observations and investigations, correlate knowledge and observations with the requirements of the Contract Documents and consider these in preparation of a bid for the project.
1. Read the Contract Documents and related technical data and reports thoroughly. Use a complete set of Contract Documents in preparing Bids. Assume responsibility for errors or misinterpretations resulting from the use of partial or incomplete contract documents.
 2. Visit the site to become familiar with general, local and site conditions that may affect cost, progress or performance of the work in any manner.
 3. Become familiar with federal, state and local laws, ordinances, rules and regulations affecting cost, progress or performance of the work.
- B. Surveys and investigation reports of subsurface or latent physical conditions at the site, or conditions or situations affecting the design of the Project used by the Engineer in preparing the Contract Documents are referenced in the Supplementary Conditions.
1. These reports are available for information only and neither the Owner nor Engineer guarantees their accuracy or that any opinions expressed in the report are correct.
 2. Make additional surveys and investigations as necessary to determine the bid price for performance of the work in compliance with the terms of the Contract Documents before submitting a bid.
 3. Cost for these investigations is to be paid by the Bidders.
- C. Acknowledge sole responsibility for job site safety, including trench excavation and confined space entry safety, by the submission of a Bid for this project.

7. INTERPRETATIONS

Submit all questions about the meaning or intent of the Contract Documents to the Engineer in writing. Replies are issued by Addenda to all parties recorded by Engineer as having received the bidding documents. Only questions answered by formal written Addenda are to be binding. Oral and other interpretations or clarifications will be without legal effect. Questions received less than two days prior to the date for opening of Bids may not be answered.

8. BID GUARANTEE

Each bidder shall furnish a bid guarantee equivalent to five percent of the bid price (Water Code 17.183). If a bid bond is provided, the Contractor shall utilize a surety company which is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.

Forms to be submitted with Bid (enclosed)

- WRD-255, Bidder's Certifications regarding Equal Employment Opportunity and Non-Segregated Facilities
- SRF-404, Certification Regarding Debarment, Suspension and Other Responsibility Matters, (to be completed and submitted by the sub-recipient)
- Disadvantaged Business Enterprise (DBE) Construction Contract Phase Forms

Form	Prime Contractor	Submit Form To
TWDB-0216	Required	TWDB
TWDB-0217	Required	TWDB
TWDB-0373	Required	TWDB

9. BID SECURITY

- A. Submit a bid security in the amount of five (5%) percent of the amount of the maximum total bid as a guarantee that the Bidder will promptly enter into a Contract and execute a Performance, Payment and Maintenance Bonds on the forms included in the Contract Documents if awarded the contract.
- B. Acceptable Bid security are:
 - 1. Certified or cashier's check made payable to the Owner.
 - 2. An approved Bidder's Bond underwritten by a surety named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.
- C. Bid securities will be returned to bidders when the contract award is made or bids are rejected.

10. CONTRACT TIME

Time is of the essence on this project. The Fort Worth Wholesale Water Shared 16-inch Water Main is to be completed within 180 consecutive calendar days from the date of the notice to proceed. Liquidated damages are set forth in the Supplementary Conditions.

11. BID FORM

- A. Submit bids on the Bid forms provided with the Contract Documents for each contract Bid. Include supplemental data to be furnished in the same sealed envelope with Proposal.
- B. Bid forms must be completed in ink or electronic bid forms will be proved upon request. The Bid price of each item on the form must be stated in words and numerals. Words take precedence in case of a conflict.
- C. Execute bids by corporations in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. Affix the corporate seal and attest by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- D. Execute bids by partnerships in the partnership name. Forms are to be signed by a partner. Print the name below the signature. Write the title of the Partner and show the official address of the partnership shown below the signature.
- E. Acknowledge receipt of all Addenda on the bid form by signing beside the Addenda number. The contractor must acknowledge receipt of Addenda on sealed bid envelop.

12. SUBMISSION OF BIDS

Submit bids at the time and place indicated in the Invitation for Bids. Submit bids in a sealed envelope, marked with the Project title and name and address of the Bidder. Include the bid security and other required documents in the envelope.

13. MODIFICATION AND WITHDRAWAL OF BIDS
Modify or withdraw bids by submitting an appropriate document executed in the manner that a Bid must be executed. Deliver the modification or withdrawal to the place where Bids are to be submitted at any time prior to the opening of Bids.
14. OPENING OF BIDS
- A. Bids will be opened as indicated in the Invitation for Bids.
- B. All Bids shall remain open for the period of time set forth in the Invitation for Bids, but Owner may, in his sole discretion, release any Bid and return the Bid Security prior to that date.
15. CONTINGENT AWARD OF CONTRACT
This contract is contingent upon release of funds from the Texas Water Development Board. Any contract(s) awarded under this Invitation for Bids is/are expected to be funded in part by a loan or loan with principal forgiveness from the Texas Water Development Board and a grant from the United States Environmental Protection Agency, U.S. EPA. Neither the State of Texas, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to this Invitation for Bids or any resulting contract.
16. AWARD OF CONTRACT
- A. Owner may reject Bids, waive formalities, or disregard nonconforming, conditional Bids or counter proposals.
- B. Owner may consider the following in evaluating the bids and awarding the contract:
1. Contractor's qualifications and ability to demonstrate current capability to complete the project in conformance with the requirements of the contract documents.
 2. Compliance of the Bids with requirements of the Contract Documents
 3. Alternates and unit prices if requested in the Bid forms.
 4. The amount bid.
- C. The contract will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates that the award will be in the best interests of the Project if a contract is to be awarded.
17. EXECUTION OF CONTRACT
- A. The successful Bidder must execute the formal Contract Agreement and required Bonds on the forms prepared and submitted by the Owner within fifteen (15) days after the Notice of Award.
- B. A Notice to Proceed authorizing the Contractor to commence work will be issued after the Contract Documents have been executed.
18. DAVIS-BACON WAGE RATE REQUIREMENTS
- A. Davis-Bacon prevailing wage requirements apply to the construction, alteration or repair of treatment works carried out, in whole or in part, with assistance made available by the Clean Water State Revolving Fund (CWSRF) or a construction project financed, in whole or in part, from the Drinking Water State Revolving Fund (DWSRF).

- B. The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.
- C. For prime contracts in excess of \$100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.
- D. Any contracts in excess of \$2,000 must include the provisions of the Davis-Bacon Wage Rate Requirements. If the Owner (sub-recipient) is a governmental entity such as a city or district, it must insert in full the contract clauses found in TWDB Guidance DB-0156, Appendix 1: Section 3, Section 4 if the contract exceeds \$100,000, and Section 5. If the Owner (sub-recipient) is a non-governmental entity such as a water supply corporation or a private company, it must insert in full the contract clauses found in TWDB Guidance DB-0156, Appendix 2: Section 3, Section 4 if the contract exceeds \$100,000, and Section 5. The Owner (sub-recipient) must ensure all prime contracts require the same full text in any subcontracts. See TWDB Guidance DB-0156 for the text of the contract language that must be included.

Additional information on Davis-Bacon Wage Rate Requirements and its applicability to this contract can be found in TWDB Guidance DB-0156.

19. WAGE RATES

Contractor must pay no less than the general prevailing rates for the Project location as determined in accordance with statutory requirements. The minimum rates for various labor classifications as established by the Owner are included in the Contract Documents.

19. TWDB FUNDING

Funding for this project is expected to be provided in part by the Texas Water Development Board. Neither the State of Texas, nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to applicable provisions 31 TAC Chapter 371 (DWSRF) in effect on the date of the assistance award for this project.

20. BONDS

Performance, Payment and Maintenance Bonds are required for this project and shall be provided in accordance with the General Conditions.

21. SALES TAXES

The Owner qualifies as an exempt agency as defined by the statutes of the State of Texas. Owner's purchasing department will issue exemption certificates. Comply with all statutes and rulings of the State Comptroller.

22. DEBARMENT AND SUSPENSION CERTIFICATION

This contract is subject to the federal requirements of Subpart C of 2 CFR Part 180 and Part 1532 regarding Debarment and Suspension. The Contractor will comply with the assurances provided with the bid that leads to a contract.

BID FORM

Willow Park, Texas

October 22, 2020

PROPOSAL OF WILDSTONE CONSTRUCTION LLC

A Corporation organized and existing under the laws of the State of Texas, a partnership consisting of _____, the business name of _____, an individual.

TO: CITY OF WILLOW PARK

PROPOSAL FOR: **FORT WORTH WHOLESALE WATER SHARED 16-INCH WATER MAIN**

The undersigned Bidder has carefully examined the Invitation for Bids, Instructions to Bidders, this Proposal, the Supplemental Conditions, the form of Contract Agreement and Bonds, the General Conditions of the Agreement, the Specifications, the Drawings, and the site of the work, and will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services and other facilities to complete fully all the work as provided in the Contract Documents; and will execute the contract and bonds in the Contract Documents upon formal acceptance of his Proposal for the unit prices and amounts shown in the following table. Bidder shall provide base bid and alternate bids.

The undersigned bidder will execute the Contract Agreement within fifteen (15) days after receiving a Notice of Award and will furnish approved bonds and insurance as required by the Contract Documents for the faithful performance of the Contract. The attached bid security in the amount of five (5) percent of the amount bid is to become the property of the Owner as liquidated damages for the delay and additional work caused by the failure of the bidder to enter into a contract in the event the Contract Agreement and bonds are not executed within fifteen (15) days.

The undersigned agrees to complete all work covered by these Contract Documents within 180 consecutive calendar days from the day established for the start of the work in a written Notice to Proceed. The date established for the start of work will be not less than ten (10) days or not more than thirty (30) days after the date of the Contract Agreement, except by mutual agreement of the Owner and the Contractor.

Receipt is acknowledged of the following addenda:

	DATE	BY
Addendum No. 1	<u>9/28/20</u>	<u>[Signature]</u>
Addendum No. 2	<u>10/9/20</u>	<u>[Signature]</u>
Addendum No. 3	_____	_____
Addendum No. 4	_____	_____
Addendum No. 5	_____	_____
Addendum No. 6	_____	_____

Respectfully submitted,

By _____

John Hols, President
(Print Name and Title)

12850 HIGHWAY 287

FORT WORTH, TX 76057
Address

Attested By:

[Signature]
Secretary

(SEAL) If Bidder is a Corporation

NOTE: Do not detach bid forms from other papers. Fill in with ink and submit complete with attached papers.

ALL BIDDERS ARE NOTIFIED THAT THE FOLLOWING QUALIFICATION STATEMENT MUST BE COMPLETED AND SUBMITTED WITH THE BID PROPOSAL.

Contractor's Qualifications

The contractor shall show that he has experience with similar projects that require working in confined areas in close proximity to many physical features (fences, utility poles, guy lines, gas lines and meters, sewer manholes and cleanouts etc.) which requires the contractor to plan work efforts and equipment needs with these limitations in mind. The contractor shall submit a list of Public Works Projects successfully completed within the last five years. This list shall include the names of supervisors and type of equipment used to perform this work.

PROPOSAL / UNIT PRICE BID SCHEDULE

FORT WORTH WHOLESALE WATER SHARED 16-INCH WATER MAIN

Item No.	Description	Unit	Quantity	Unit Price	Amount
1	Mobilization	LS	1	\$53,584.00	\$53,584.00
2	Trench Safety	LF	13,832	\$1.00	\$13,832.00
3	Traffic Control	LS	1	\$50,422.00	\$50,422.00
4	Erosion Control and SWPPP	LS	1	\$34,479.00	\$34,479.00
5	Hydromulch Seeding	SY	28,350	\$3.40	\$96,390.00
6	Soil Retention Blanket	SY	18,200	\$4.22	\$76,804.00
7	Remove Storm Drain Line (Various Sizes)	LF	104	\$14.00	\$1,456.00
8	Remove SET (Various Sizes)	EA	12	\$1,423.00	\$17,076.00
9	Prepare Right-of-Way (General Site Preparation)	LS	1	\$97,114.00	\$97,114.00
10	Concrete Driveway Repair	SY	147	\$229.00	\$33,663.00
11	Gravel Pavement Repair	SY	217	\$34.00	\$7,378.00
12	Asphalt Pavement Repair	SY	392	\$166.00	\$65,072.00
13	16" Direct-Bury Gate Valve	EA	18	\$7,687.00	\$138,366.00
14	16" C900 DR-14 PVC Water Line (By Other Than Open Cut)	LF	2,068	\$302.00	\$624,536.00
15	16" C900 DR-14 PVC Water Line Installed in Casing Pipe	LF	1,997	\$145.00	\$289,565.00
16	30" O.D. x 1/2" Thk. Steel Casing Pipe By Other Than Open Cut	LF	1,997	\$410.00	\$818,770.00
17	6" Water Line (Open Cut)	LF	50	\$52.00	\$2,600.00
18	16" C900 DR-14 PVC Water Line (By Open Cut)	LF	13,782	\$71.00	\$978,522.00
19	Connection to 16" Water Main	EA	3	\$4,251.00	\$12,753.00
20	Utility Markers	LS	1	\$21,633.00	\$21,633.00
21	2" Combination Air Valve Assembly	EA	11	\$6,904.00	\$75,944.00
22	6" Blow-Off Valve	EA	6	\$6,069.00	\$36,414.00
23	6" Cut-In Blow-Off Valve	EA	2	\$8,292.00	\$16,584.00
24	18" Class III RCP Storm Drain Line	LF	82	\$60.00	\$4,920.00
25	21" Class III RCP Storm Drain Line	LF	22	\$67.00	\$1,474.00
26	18" Single-Pipe SET	EA	8	\$2,317.00	\$18,536.00
27	21" Single-Pipe SET	EA	2	\$2,500.00	\$5,000.00
28	24" Single-Pipe SET	EA	2	\$2,580.00	\$5,160.00

PROPOSAL / UNIT PRICE BID SCHEDULE

FORT WORTH WHOLESALE WATER SHARED 16-INCH WATER MAIN

Item No.	Description	Unit	Quantity	Unit Price	Amount
29	12" Grouted Rock Riprap	CY	10	\$58.00	\$580.00
30	Signage	LS	1	\$3,473.00	\$3,473.00
TOTAL BID AMOUNT FORT WORTH WHOLESALE WATER SHARED 16-INCH WATER MAIN					<u>\$3,602,100.00</u>
SUMMARY					
A. Materials Incorporated into Work					<u>\$1,632,586.00</u>
B. Materials Not Incorporated into Work					<u>\$0.00</u>
C. Other, Labor, Etc.					<u>\$1,969,514.00</u>
NOT TO EXCEED TOTAL AMOUNT OF BID (A+B+C)					<u>\$3,602,100.00</u>

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, **Wildstone Construction, LLC**, as Principal, hereinafter called the Principal, and the **Federal Insurance Company**, a Corporation created and existing under the laws of the State of **Indiana**, whose principal office is in **Whitehouse Station, NJ**, as Surety, hereinafter called the Surety, are held and firmly bound unto the **City of Willow Park, Texas**, as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the amount bid** Dollars (\$ -----), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

Fort Worth Wholesale Water Shared 16-Inch Water Main

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

Signed and sealed this **22nd** day of **October**, A.D. **2020**.

Attest:

By:  _____

Wildstone Construction, LLC
(Principal)

By:  _____ (SEAL)
JOHN KOCH, President

Witness:

By:  _____

Federal Insurance Company

By:  _____ (SEAL)
Tracy Tucker, Attorney-in-Fact

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Bennett Brown, W. Lawrence Brown, Roberta H. Erb, Steven M. Tucker and Tracy Tucker of Fort Worth, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of November, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 7th day of November, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Signature of Katherine J. Adelaar, Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 22nd day of October, 2020.



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT: Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

BIDDER'S QUALIFICATION STATEMENT

Project: Fort Worth Wholesale Water Shared Inland Water Main

Contractor: Wildstare Construction, LLC

Indicate One: Sole Proprietor Partnership Other LLC
 Corporation Joint Venture

Name: John Kolb

Title: President

Address: 12850 Highway 287

City: Fort Worth TX 76052

State & Zip: Texas, 76052

Phone: 817-847-8660

State and Date of Incorporation, Partnership, Ownership, Etc. Texas, 10/1/2013

Location of Principal Office: 12850 Hwy 287 Fort Worth TX 76052

Contact and Phone at Principal Office: John Kolb 817-847-8660

Liability Insurance Provided and Limits of Coverage: Amerisure Insurance Company
\$ 1,000,000 Each Occurrence

Workers Compensation Insurance Provider: Amerisure Insurance Company

Surety Bonding Company (Performance, Payment, & Maintenance) Federal Insurance Company

Insurance Agency Name: Tucel Agency, Ltd.

Insurance Agency Address: P.O. Box 2285 Fort Worth TX 76113

Contact Person: Tracy Tucel

Phone Number: 817-336-8520

Total Number of Employees to be Associated with this Job:

2 Managerial 1 Administrative 4 Professional
4 Skilled Semi-Skilled Other

Percentage of Work to be Done by Bidder's Employees (Based on Dollars Bid): 66%

Type(s) of Work to be Done by Bidder's Employees (Examples: Concrete Paving, Structural Concrete, Water Lines, Sanitary Sewer Lines, Storm Pipe, Storm Inlets, Excavation, Lime, Bridge, Fencing, etc.)

WATER LINES, STORM PIPE, HEADWALLS, EXCAVATION, VALVES, BLOW-OFFS, AIR RELEASE, PAVING REPAIRS, ROW PREP

Access to Tools and Equipment: Percent Owned 100 Percent Rented _____

Number of Years in Business as a Contractor on Above Types of Work: 7

Type(s) of Work to be Done by Sub-Contractors:

Include Name, Address, and Phone Number of Sub-Contractor. (Use Additional Sheets, if needed.)

Type of Work	Sub-Contractor
<u>BORING (DRY + DIRECTIONAL)</u>	<u>S-CO BORING LLC 979-587-3502</u> <u>2329 Cr. 348 Jewett TX, 75846</u>

List your most current completed projects, with information, similar to the type of work bid. (Use Additional Sheets, if necessary.)

Project: Lake Shalom

Project Description: Large RCB, 750' 54" RCP, Water & Sewer

Owner/Agency: City of Coimble

Year Built: 2020 Contract Price: 6,233,020.00

Contact Person: George Marshall Phone: 940-498-3265

Project: Rowlett 16in RCB Waterline

Project Description: 1300' 16" Waterline, 550' 30" STEEL Casing By Bale

Owner/Agency: City of Rowlett

Year Built: 2017 Contract Price: \$ 724,907.00

Contact Person: Tony Cresante Phone: 972-463-3918

Project: Union Pacific R.R. Water Relocation
Project Description: 350'-16" water, 3,140'-8" water
Owner/Agency: Beverly Water Authority
Year Built: 2017 Contract Price: \$1,244,000.00
Contact Person: Steve J Phone: 817-249-1250

Project: Black Hill Creek - Sanitary Sewer Main
Project Description: 2000'-18" Sewer, 30" Steel Aerial Crossing, 20" bore
Owner/Agency: City of Weatherford
Year Built: 2015 Contract Price: \$1,145,250.00
Contact Person: Bill Smith Phone: 817-598-4033

Project: 16" Waterline Improvements
Project Description: 9440'-16" 14" water - 510' water bore
Owner/Agency: City of Weatherford
Year Built: 2014 Contract Price: \$1,209,165.00
Contact Person: Bill Smith Phone: 817-598-4033

Project: 3m 2499 12-in Water Line Phase III
Project Description: 3900'-12" water main
Owner/Agency: Town of Howell Mand
Year Built: 2016 Contract Price: \$373,385.00
Contact Person: Rip Goodchild Phone: 972-874-6000

Trade References (List Company, Address, Contact Person, and Phone):

ACT Pipe & Supply
2585 NE 28th Street
Fort Worth TX 76111
David Shaw
214-707-8838

Northstar Builders
3401 Olympus Blvd STE 110
Coppell TX 75019
Justin Dunkin
972-880-8719

Ridgemant Commercial
1520 W. Walnut Hill Lane
Irving TX 75038
Paul Camp
214-616-3948

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

Southside Bank
Doug Cassidy
817-367-4691
1320 S. University, Suite 110
Fort Worth TX 76107

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

Has your organization ever failed to complete any work awarded to it?

No

Are there any judgments, claims, arbitration proceedings, or suits pending or outstanding against your organization or its officers?

No

Has your organization filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? YES - MCM Bankruptcy

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

No

STATE RECIPROCAL REQUIREMENT

The City of Willow Park, as a governmental agency of the State of Texas, may not award a contract for general construction, improvements, services or public works projects or purchases of supplies, materials, or equipment to a non-resident bidder unless the non-resident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder to obtain a comparable contract in the state in which the non-resident's principal place of business is located (Article 601g v.t.c.s.). Bidder shall answer all the following questions by encircling the appropriate response or completing the blank provided.

- 1. Where is your principal place of business? Texas
2. Only if your principal place of business is not in the state of Texas, please indicate:
A. In which state is your principal place of business located?
B. Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES NO
C. If "YES", what is that dollar increment or percentage?

NON-COLLUSION STATEMENT

The undersigned affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employer or agent to any other person engaged in this type of business prior to the official opening of this bid.

Vendor: Wildstone Construction, LLC
Address: 12850 Highway 287
City, State, Zip: Fort Worth TX 76052
Phone: 817-847-8160
Email Address: wblackwood@wildstoneconstruction.com
Bidder (Print name): William Blackwood
Bidder Signature: [Signature]
Position with Company: Estimator
Signature of company official authorizing this bid: [Signature]
Company Official (Print name): John Kolb
Position with company: President

**CITY OF WILLOW PARK DISCLOSURE
AND CONFLICT OF INTEREST STATEMENT**

Name of person/entity ("the Filer") that contracts or seeks to contract for the sale or purchase of property, goods, or services with the City of Willow Park or who is an agent of any such person/entity: WILLOWSTONE CONSTRUCTION LLC

Address: 12850 HIGHWAY 287 City: Fort Worth State: TX Zip: 76052

DISCLOSURE QUESTIONS

Name each City employee that has a financial interest in the Filer.

None

Name each City employee who will receive any compensation for or as a result of the desired business dealings.

None

CONFLICT OF INTEREST QUESTIONS

1. Describe each affiliation or business relationship with a City employee or contractor who makes recommendations to the City Manager or City Council regarding expenditures of money, including identifying the employee or contractor. None

2. Describe each affiliation or business relationship with the City Manager, Mayor, or a City Councilmember who appoints or employs the City Manager or the City Council, including identifying the City Manager, Mayor, or individual Councilmember. None

3. Identify the City Manager, Mayor, or City Councilmember with whom the Filer has an affiliation or business relationship. This question and its subparts must be completed for each person with whom an affiliation or other relationship exists. None

A. Is the person identified in question #3 receiving or likely to receive taxable income from the Filer?
 Yes No

B. Is the Filer receiving or likely to receive taxable income from or at the direction of the person identified in question #3 which is not from the City? Yes No

C. Is the Filer affiliated with a corporation or other business entity in which the City Manager, Mayor, or a City Councilmember serves as an officer or director, or holds an ownership of ten percent (10%) or more? Yes No

D. Describe each affiliation or business relationship that the Filer has with the City Manager, Mayor, or City Council members. Yes No

4. Describe any other affiliation or business relationship that might cause a conflict of interest. None

CERTIFICATION

I certify that all information provided is true and correct, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City as changes occur.

John Hood
Print or Type Name

[Signature]
Signature

Date

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.

Wildstone Construction LLC
Fort Worth, TX United States

Certificate Number:
2020-693296

Date Filed:
11/25/2020

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

Fort Worth Wholesale Water Shared 16-Inch Water Main

Date Acknowledged:

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.

TWBD
Approximately 18,000 feet of 16-inch Water Line

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is JOHN HOUS, and my date of birth is 05/10/1975.
My address is 12520 HIGHWAY 287, FONT WORTH, TX, 76052, 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 25TH day of November, 20 20.
(month) (year)


April D. Seleska


Signature of authorized agent of contracting business entity (Declarant)

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the Specifications of the Invitation to Bid. The period of acceptance of this bid will be 90 calendar days from the date of the bid opening. (Period of acceptance will be ninety (90) calendar days unless otherwise indicated by Bidder.)

STATE OF TEXAS COUNTY OF Tarrant BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS, on this day personally appeared John Kolb who after being by me

Name

duly sworn, did depose and say:

"I, John Kolb am a duly authorized office/agent for

Name

Wildstone Construction LLC and have been duly authorized to execute the

Name of Firm

foregoing on behalf of the said Wildstone Construction, LLC.

Name of Firm

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or individual(s) engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool, agreement or combination thereof, to control the price of services/commodities bid on, or to influence any individual(s) to bid or not to bid thereon."

Name and Address of Bidder: Wildstone Construction LLC

12850 Highway 287 Fort Worth TX 76052

Telephone: 817-847-8660

by: John Kolb

Title: President Signature: _____

SUBSCRIBED AND SWORN to before me by the above named John Kolb on this the 22 day of October 2020

Notary Public in and for the State of TEXAS

April D Seleska



If BIDDER IS:

An Individual

By _____ (Seal)

(Individual's Name)

doing business as _____

Business address _____

Phone No. _____

A Partnership

By _____ (Seal)

(Firm Name)

(General Partner)

Business address _____

Phone No. _____

A Corporation

By Midstare Construction, LLC _____

(Corporation Name)

TEXAS

(State of Incorporation)

By [Signature] John Kolb _____

(Name of person authorized to sign)

(Title)

(Corporate Seal) Attest [Signature] _____

(Secretary)

Business address 12850 Highway 287 Fort Worth TX 76052

Phone No. 817-847-8860

A Joint Venture

By _____

(Name) (Address)

By _____

(Name) (Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a partner to the joint venture should be in the manner indicated above.)

***SECTION 2
CONTRACT
DOCUMENTS***

STANDARD FORM OF AGREEMENT

STATE OF TEXAS
COUNTY OF PARKER

THIS CONTRACT, made and entered into the ____ day of _____ A.D. 20__, by and between the City of Willow Park of the County of Parker and State of Texas, hereinafter “the City”, and Wildstone Construction, LLC of the City of Fort Worth, County of Tarrant and State of Texas, hereinafter “the Contractor”.

In consideration of the mutual covenants, promises, and agreements herein contained, the City and the Contractor hereby agree that the Contractor will commence and complete the construction of certain improvements described as follows:

FORT WORTH WHOLESALE WATER SHARED 16-INCH WATER MAIN

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

The Contractor hereby agrees to commence work within ten (10) calendar days after the date of the written notice to commence work and to fully complete the same within 180 consecutive calendar days after the date of the written notice to commence work for Fort Worth Wholesale Water Shared 16-inch Water Main subject to such extensions of time as are provided by the General and Specific Conditions.

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

IN WITNESS WHEREOF, the parties hereto have executed this contract in the year and day first above written.

APPROVED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

By: _____
BRYAN GRIMES, City Administrator

ATTEST

APPROVED AS TO FORM:

By: _____
(Signature)

(Full Name), (Title)

Wildstone Construction, LLC

By: _____
(Signature)

(Full Name), (Title)

Monthly Davis-Bacon Wage Rates

After award of contract, Contractor will provide Owner with the Monthly Davis-Bacon Wage Rates which will be executed and bound here with final documents. See “FY 2020 Davis-Bacon Wage Rates” within this manual for Parker County wage rates.

Certificate Of Insurance

After award of contract, Contractor will provide Owner with Certificate of Insurance which will be executed and bound here with final documents.

PERFORMANCE BOND

**STATE OF TEXAS
COUNTY OF PARKER**

KNOW ALL MEN BY THESE PRESENTS: That Wildstone Construction, LLC of the City of Fort Worth, County of Tarrant and State of Texas, as Principal, and Federal Insurance Company authorized under the laws of the State of Indiana to act as Surety on bonds for Principal, are held and firmly bound unto the City of Willow Park (Owner), in the penal sum of Three Million Six Hundred Two Thousand One Hundred Dollars and Zero Cents (\$3,602,100.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract (Contract) with the Owner, dated the ____ day of _____, 20__ to construct:

FORT WORTH WHOLESALE WATER SHARED 16-INCH WATER MAIN

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

Texas Water Code Sec. 17.183: Bond in a penal sum of not less than 100 percent of the contract price and remain in effect for one year beyond the date of approval by the engineer of the political subdivision.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20__.

Wildstone Construction, LLC

Principal

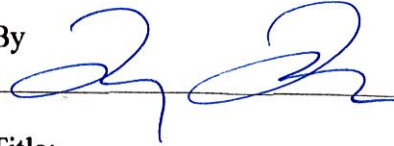
Federal Insurance Company

Surety

By:



By



Title:

John Huls, President

Title:

Tracy Tucker, Attorney-in-Fact

Address:

12850 Hwy. 287

Address:

121 N. Rayner St.

Fort Worth, TX 76052

Fort Worth, TX 76111

The name and address of the Resident Agent of Surety is:

Tracy Tucker

121 N. Rayner St., Fort Worth, TX 76111

PAYMENT BOND

**STATE OF TEXAS
COUNTY OF PARKER**

KNOW ALL MEN BY THESE PRESENTS: That Wildstone Construction, LLC of the City of Fort Worth, County of Tarrant and State of Texas, as Principal, and Federal Insurance Company authorized under the laws of the State of Indiana to act as Surety on bonds for Principal, are held and firmly bound unto the City of Willow Park (Owner), in the penal sum of Three Million Six Hundred Two Thousand One Hundred Dollars and Zero Cents (\$3,602,100.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract (Contract) with the Owner, dated the ____ day of _____, 20__ to construct:

FORT WORTH WHOLESALE WATER SHARED 16-INCH WATER MAIN

which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said Contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions of said Chapter to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder.

Texas Water Code Sec. 17.183: Bond in a penal sum of not less than 100 percent of the contract price and remain in effect for one year beyond the date of approval by the engineer of the political subdivision.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this ____ day of _____, 20__.

Wildstone Construction, LLC
Principal

Federal Insurance Company
Surety

By:



By



Title:

John Kula, President

Title

Tracy Tucker, Attorney-in-Fact

Address:

12850 Hwy. 287

Address:

121 N. Rayner St.

Fort Worth, TX 76052

Fort Worth, TX 76111

The name and address of the Resident Agent of Surety is:

Tracy Tucker

121 N. Rayner St., Fort Worth, TX 76111

MAINTENANCE BOND

Bond No. K4022578A

KNOW ALL MEN BY THESE PRESENTS:

That we, Wildstone Construction, LLC (hereinafter called **Principal**), and Federal Insurance Company a corporation organized under the laws of the State of Indiana and authorized to do a surety business in the State of Texas, (hereinafter called **Surety**), are held and firmly bound unto the City of Willow Park, Texas (hereinafter called the **City**) in the full and just sum of Three Million Six Hundred Two Thousand One Hundred Dollars and Zero Cents (\$3,602,100.00) lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said **Principal** has performed construction of water line improvements which have been or are about to be completed and accepted by the City for the project known as For Worth Wholesale Water Shared 16-inch Water Main located in Willow Park, Texas.

AND WHEREAS, it is required that the **Principal** should guarantee the project from defects caused by faulty or defective materials, workmanship, or design for a period of two years from and after the date of acceptance of the completed project by the **City**.

NOW, THEREFORE, if the **Principal** shall for a period of two years from and after the date of acceptance of the completed project by the **City** replace any and all defects arising in said work whether resulting from faulty or defective materials, workmanship, or design, then the above obligation shall be null and void; otherwise the obligation shall remain in full force and effect for two years from the date of acceptance of the completed project by the **City**.

The **City** shall notify the **Principal** in writing of any defects for which the **Principal** is responsible and shall specify in said notice a reasonable time within which the **Principal** shall have to correct said defects. If the **Principal** fails to correct said defects within the time specified in said notice, the **City**, in its discretion, may permit the **Surety** to correct said defects. If the **City** allows the **Surety** to correct said defects, the **Surety** shall have sixty (60) days thereafter within which to take such action as it deems necessary to insure performance of the **Principal's** obligation.

If such defects are not corrected after the time period specified in the notice or after the expiration of the sixty (60) day time period, whichever is applicable, the **City** shall have the right to correct the defects, and the **Principal** and **Surety**, jointly and severally, shall pay all costs and expenses incurred by the **City** in correcting the defects, including, but not limited to, the engineer, legal and other costs, together with any damages either direct or consequential, which the **City** sustains, or may sustain, on

account of the **Principal's** failure to correct the defects. In addition, the **City** shall have the right to contract for the correction of said defects and, upon acceptance of a bid in accordance with the **City's** normal bidding process, the **Principal** and **Surety** shall become immediately liable for the amount of the bid. In the event that the **City** commences legal proceedings for the collection thereof, interest shall accrue on said amount at the rate of six (6) percent per annum, beginning at the commencement of said legal proceedings.

If the City commences suit for collection of any sums due hereunder, the **Principal** and **Surety**, jointly and severally, agree to pay all costs and expenses incurred by the **City**, including, but not limited to, attorney's fees.

IN WITNESS WHEREOF, the parties have caused this instrument to be signed and sealed by their respective authorized officers this ____ day of _____, 20__.

Principal: Wildstone Construction, LLC

By:  _____

Address: 12850 Hwy. 287
Fort Worth, TX 76052

Surety: Federal Insurance Company

By:   _____

Tracy Tucker, **Attorney-in-Fact**
Address: 121 N. Rayner St.

Fort Worth, TX 76111

Witness as to Principal

 _____

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Bennett Brown, W. Lawrence Brown, Roberta H. Erb, Steven M. Tucker and Tracy Tucker of Fort Worth, Texas

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of November, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 7th day of November, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Signature of Katherine J. Adelaar, Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Policyholder Information Notice

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Chubb's toll-free telephone number for information or to make a complaint at

1-800-36-CHUBB

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

1-800-252-3439

You may write the Texas Department of Insurance

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

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

AVISO IMPORTANTE

Para obtener información o para someter una queja:

Usted puede llamar al número de teléfono gratis de Chubb's para información o para someter una queja al

1-800-36-CHUBB

Puede comunicarse con el Departamento de Seguros de Texas para obtener información acerca de compañías, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
FAX # (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para propósito de información y no se convierte en parte o condición del documento adjunto.



Texas Water Development Board
Supplemental Contract Conditions for
Clean Water State Revolving Fund
(Equivalency) and Drinking Water State
Revolving Fund

For Construction Services for Projects Funded
through the CWSRF Equivalency
and DWSRF Programs

III. SUPPLEMENTAL CONTRACT CONDITIONS

1. Supersession

The Owner and the Contractor agree that the TWDB Supplemental Conditions apply to that work eligible for Texas Water Development Board assistance to be performed under this contract and these clauses supersede any conflicting provisions of this contract.

2. Privity of Contract

Funding for this project is expected to be provided in part by the Texas Water Development Board. Neither the State of Texas, nor any of its departments, agencies or employees is, or will be, a party to this contract or any lower tier contract. This contract is subject to applicable provisions 31 TAC Chapter 371 (DWSRF) or 375 (CWSRF) in effect on the date of the assistance award for this project.

3. Definitions

- (a) The term "Owner" means the local entity contracting for the construction services.
- (b) The term "TWDB" means the Executive Administrator of the Texas Water Development Board, or other person who may be at the time acting in the capacity or authorized to perform the functions of such Executive Administrator, or the authorized representative thereof.
- (c) The term "Engineer" means the engineer the Owner has authorized to work on the project.

4. Laws to be Observed

In the execution of the Contract, the Contractor must comply with all applicable Local, State and Federal laws, including but not limited to laws concerned with labor, safety, minimum wages, and the environment. The Contractor shall make himself familiar with and at all times shall observe and comply with all Federal, State, and Local laws, ordinances and regulations which in any manner affect the conduct of the work, and shall indemnify and save harmless the Owner, Texas Water Development Board, and their representatives against any claim arising from violation of any such law, ordinance or regulation by the Contractor, their Subcontractor or their employees.

5. Review by Owner and TWDB

- (a) The Owner, authorized representatives and agents of the Owner, and TWDB shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices, and other relevant data and records pertaining to this Contract, provided, however that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through authorized representatives or agents.
- (b) Any such inspection or review by the TWDB shall not subject the State of Texas, or its representatives, to any action for damages.

6. Performance and Payment Bonds

Each Contractor awarded a construction contract must furnish performance and payment bonds:

- (a) The performance bond shall include without limitation guarantees that work done under the contract will be completed and performed according to approved plans and specifications and in accordance with sound construction principles and practices;
- (b) The performance and payment bonds shall be in a penal sum of not less than 100 percent of the contract price and remain in effect for one year beyond the date of approval by the Engineer of the political subdivision; and
- (c) The Contractor shall utilize a surety company which is authorized to do business in Texas in accordance with Surety Bonds and Related Instruments, Chapter 3503 of the Insurance Code.

7. Payment Schedule and Cost Breakdown

- (a) The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due to the Contractor, and the accumulated percent of progress each month.
- (b) The following paragraph applies only to contracts awarded on a lump sum contract price:

COST BREAKDOWN - The Contractor shall submit to the Owner a detailed breakdown of the estimated cost of all work to be accomplished under the contract, arranged and itemized as to meet the approval of the Owner or funding agencies. This breakdown shall be submitted promptly after execution of the agreement and before any payment is made to the Contractor for the work performed under the contract. After approval by the Owner the unit prices established in the breakdown shall be used in estimating the amount of partial payments to be made to the Contractor.

8. Workman's Compensation Insurance Coverage (as applicable, consistent with Texas Labor Code § 406.096)

- (a) The Contractor shall certify in writing that the Contractor provides workers' compensation insurance coverage for each employee of the Contractor employed on the public project.
- (b) Each Subcontractor on the public project shall provide such a certificate relating to coverage of the Subcontractor's employees to the general Contractor, who shall provide the Subcontractor's certificate to the governmental entity.
- (c) A Contractor who has a contract that requires workers' compensation insurance coverage may provide the coverage through a group plan or other method satisfactory to the governing body of the governmental entity.
- (d) The employment of a maintenance employee by an employer who is not engaging in building or construction as the employer's primary business does not constitute engaging in building or construction.
- (e) In this section:

- i. "Building or construction" includes:
 - erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
 - remodeling, extending, repairing, or demolishing a structure; or
 - otherwise improving real property or an appurtenance to real property through similar activities.
- ii. "Governmental entity" means this state or a political subdivision of this state. The term includes a municipality.

9. American Iron & Steel

The following statement must be completed by the Contractor and made a part of the agreement between the Owner and the Contractor:

The Contractor acknowledges to and for the benefit of the Owner ("Purchaser") and the Texas Water Development Board (TWDB) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the TWDB that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the TWDB. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the TWDB or any damages owed to the TWDB by the Owner). While the Contractor has no direct contractual privity with the TWDB, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the TWDB is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the TWDB.

Additional information on the American Iron and Steel (AIS) and its applicability to this contract can be found in the TWDB-1106 guidance.

It is recommended the Owner receive and maintain files documenting the Contractor's use of AIS. Monthly compliance with AIS will be verified by the Owner through the submittal of the TWDB form TWDB-1106-A.

10. Davis-Bacon Wage Rate Requirements

(a) Compliance Procedures

In order to be held in compliance and satisfy this federal requirement, the following must be fulfilled:

- i. **Wage Determinations** - U.S. Department of Labor (DOL) wage determination must be included in the bidding and contract documents. DOL wage determinations may be obtained online at <http://www.wdol.gov/>. Once it is determined that Davis-Bacon wage rates will apply to a construction contract, the Owner must state in the solicitation that Davis-Bacon prevailing wage rates are applicable and bid packages must include the current Davis-Bacon general wage determination for the area where construction will occur. While the solicitation remains open, the Owner must monitor www.wdol.gov on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The Owner must amend the solicitation if the DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Owner may request a finding from the TWDB that there is not a reasonable time to notify interested Contractors of the modification of the wage determination.
- ii. **Insert wage rate requirements in full for all contracts and subcontracts in excess of \$2,000** - If the Owner is a governmental entity such as a city or district, it must insert in full the contract clauses shown below as Option 1: Section 3, Section 4 if the contract exceeds \$100,000, and Section 5. If the Owner is a non-governmental entity such as a water supply corporation or a private company, it must insert in full the contract clauses shown below as Option 2: Section 3, Section 4 if the contract exceeds \$100,000, and Section 5. The Owner must ensure all prime contracts require the same full text in any subcontracts.
- iii. **Monthly Certification** – The Owner must complete and submit monthly a Davis Bacon Wage Rate Certificate of Compliance once construction has begun. **(Use [Monthly Davis Bacon Wage Rate Certificate of Compliance Submittal by Owner \(Subrecipient\) DB-0154](#)).**
- iv. **Contractor Payroll Requirements** - The Contractor is required to pay the prevailing wage rates on a weekly basis to laborers and mechanics in accordance with the requirements of 29 CFR 5.5, which are incorporated into the actual construction contract. Contractors/ Subcontractors must furnish weekly a statement with respect to the wages paid to each employee during the preceding week. They may use the Department of Labor (DOL) Payroll Form WH-347 and weekly Statement of Compliance on the reverse, or their own payroll form with all of the same data elements as the DOL Payroll Form WH-347, and the TWDB's form, [Statement of Compliance Certification by Contractor for SRF, DB-0155](#). The DOL Payroll Form WH-347 can be found under the forms section of this document or at the following link: <http://www.dol.gov/whd/programs/dbra/wh347.htm>.

- v. **Interviews** - The Owner must periodically interview a sufficient number of employees entitled to the Davis-Bacon prevailing wages to verify that Contractors or Subcontractors are paying the appropriate wage rates. All interviews must be conducted in confidence. The Owner must use Standard Form 1445 (SF 1445) found in the forms section of TWDB guidance document TWDB-0156 or equivalent documentation to memorialize the interviews. The Owner must establish and follow an interview schedule based on its assessment of the risks of noncompliance with Davis-Bacon posed by Contractors or Subcontractors and the duration of the contract or subcontract. The Owner must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the Contractor or Subcontractor is not complying with Davis-Bacon. The Owner must immediately conduct interviews in response to an alleged violation of the prevailing wage requirements.
- vi. **Payroll Records** - Certified payroll records are required to be retained by the Owner and Contractor for three years after completion of the construction project. The Owner must periodically conduct spot checks of a representative sample of weekly payroll data to verify that Contractors or Subcontractors are paying the appropriate wage rates.
- vii. **Wage Rate Poster** – The Contractor must post the required Poster (WH-1321) and applicable wage rates at the construction site. The wage rate poster may be found at under the forms section of TWDB Guidance DB-0156 or at <http://www.dol.gov/whd/programs/dbra/wh1321.htm>.
- viii. **Report Violations** – The Owner must immediately report violations of the Davis-Bacon prevailing wage requirements to the EPA Davis-Bacon Coordinator listed in the assistance agreement and to the appropriate DOL WHD Office listed at <http://www.dol.gov/dol/contact/index.htm>.

(b) Subcontracts

The Contractor will insert in full the required wage rate requirement in any subcontract in excess of \$2,000 as specified in (a)(ii) of this section.

(c) Davis-Bacon General Wage Determinations

A "wage determination" is the listing of wage and fringe benefit for each classification of laborers and mechanics which the Administrator of the Wage and Hour Division of the U.S. DOL has determined to be prevailing in a given area for a construction. The Davis-Bacon Wage Determinations are classified by the nature of the construction projects performed, specifically listed as "schedules": residential, building, highway, and heavy construction. A brief outline of the definitions for each schedule is listed below.

- **Construction Type: Heavy determination**

This determination includes those projects that are not properly classified as either "building," "highway," or "residential." Unlike these classifications, heavy construction is not a homogenous classification. Because of this catch-all nature, projects within the heavy classification may sometimes be distinguished on the basis of their particular project characteristics, and separate schedules may be issued for dredging projects, water and sewer line projects, dams, major bridges, and flood control projects.

- **Construction Type: Highway determination**
This determination includes construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.
- **Construction Type: Building determination**
This determination includes construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies; all construction of such structures; the installation of utilities and of equipment, both above and below grade levels; as well as incidental grading, utilities and paving. Such structures need not be "habitable" to be building construction. Also, the installation of heavy machinery and/or equipment does not generally change the project's character as a building.
- **Construction Type: Residential**
This determination includes the construction, alteration or repair of single-family houses, apartment buildings of no more than four stories in height. This includes all incidental items such as site work, parking areas, utilities, streets, and sidewalks.

The Owner should review their Contractor's wage decisions and confirm they provide an adequate classification of the labor required for the specific construction contract. Most CWSRF and DWSRF projects will fall under the "Heavy" construction type, but Owners should ask their consulting Engineers if unsure. Some contracts or projects may require more than one general schedule to be included depending on the nature and extent of the work (i.e. a building is constructed in a water treatment facility). This is described in more detail in DOL's All Agency Memorandum 130 with Addendum 131. See the DOL's website <http://www.dol.gov/whd/programs/dbra/memorand.htm>. In such cases, the TWDB would designate the work to which each wage determination or part thereof applies per Federal Acquisition Regulations (FAR) 22.404-2 thru 404-3 <https://www.acquisition.gov/browse/far/22?&searchTerms=Regulations+%28FAR%29+22.404-2+thru+404-3> Should overlaps occur in the wage classification schedules for the contract(s), the Owner may consider adopting the higher rate classification.

In all cases, the Owner is responsible to insure an adequate classification is provided to insure compliance with the law. Where a Contractor alerts the Owner that the classification is inadequate, the Owner should work with the Contractor and the DOL to address any valid concerns.

All questions regarding Davis-Bacon guidance can be directed to: U.S. Department of Labor Wage and Hour Division 1-866-4USWAGE (1-866-487-9243), TTY: 1-877-889-5627, Monday-Friday 8 a.m. to 8 p.m. Eastern Time.

If you require further information about Davis-Bacon and how to apply it to your project, please contact the Texas Water Development Board [Project Team Manager for your region](#) or Clay Schultz, Director, Regional Water Project Development, (512) 463-6277.

The Owner and Contractor may obtain additional information on the Davis-Bacon Wage Rates requirements in the TWDB's Guidance DB-0156 – *"Guidance on Davis-Bacon Wage Rate Requirements"*.

Option 1 – Applies to Governmental Entities (such as Cities and Districts)

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by the Clean Water State Revolving Fund and to any construction project carried out in whole or in part by assistance made available by the Drinking Water State Revolving Fund. If an Owner encounters a unique situation at a site that presents uncertainties regarding DB applicability, the Owner must discuss the situation with the TWDB before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Owners shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that Subcontractors follow the wage determination incorporated into the prime contract.

- (i) While the solicitation remains open, the Owner shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Owners may request a finding from the TWDB that there is not a reasonable time to notify interested Contractors of the modification of the wage determination. The TWDB will provide a report of its findings to the Owner.
- (ii) If the Owner does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the TWDB, at the request of the Owner, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Owner shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the Owner carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing Contractor (ordering instrument) rather than by publishing a solicitation, the Owner shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Owners shall review all subcontracts subject to DB entered into by prime Contractors to verify that the prime Contractor has required its Subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to an Owner's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Owner has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Owner shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Owner's Contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Owner(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance

with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR 5.1, the Water Resources Reform and Development Act of 2014 for a CWSRF-funded project or the Consolidated Appropriations Act, 2016 (or subsequent federal law) for a DWSRF-funded project, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Owners may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)(A) The Owner(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The TWDB shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Owner (s) to the TWDB.

The TWDB will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or

disapprove every additional classification request within 30 days of receipt and so advise the TWDB or will notify the TWDB within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Owner(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the TWDB shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the TWDB, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The Owner(s) shall, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid.

Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible,

and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the Owner, that is, the entity that receives the funds from the TWDB. Such documentation shall be available on request of the TWDB or EPA. As to each payroll copy received, the Owner shall provide written confirmation in a form satisfactory to the TWDB indicating whether the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Owner(s) for transmission to the TWDB or EPA if requested by EPA, the TWDB, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Owner(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the TWDB, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them

available, the EPA or TWDB may, after written notice to the Contractor, sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll as a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the

event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and Owner(s), TWDB, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The Owner shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No Contractor or Subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of

forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or Subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Owner shall insert a clause requiring that the Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Owner shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the EPA, TWDB, and the Department of Labor, and the Contractor or Subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The Owner shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that Contractors or Subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Owner must use Standard Form 1445 (SF 1445) found in the forms section of TWDB guidance document TWDB-0156 or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are also available from EPA on request.

(b) The Owner shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by Contractors or Subcontractors and the duration of the contract or subcontract. Owners must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the Contractor or Subcontractor is not complying with DB.

Owners shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The Owner shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that Contractors or Subcontractors are paying the appropriate wage rates. The Owner shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by Contractors or Subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the Owner should spot check payroll data within two weeks of each Contractor or Subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Owners must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the Contractor or Subcontractor is not complying with DB. In addition, during the examinations the Owner shall verify evidence of fringe benefit plans and payments there under by Contractors and Subcontractors who claim credit for fringe benefit contributions.

(d) The Owner shall periodically review Contractors and Subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that Contractors and Subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Owners must immediately report potential violations of the DB prevailing wage requirements to the EPA Region 6 DB Coordinator, TWDB, and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

11. Payments

(a) Progress Payments:

- i. The Contractor shall prepare their requisition for progress payment as of the last day of the payment month and submit it, with the required number of copies, to the Engineer for review. Except as provided in paragraph (iii) of this subsection, the amount of the payment due to the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting (1) five percent (5%) minimum of the total amount, as a retainage and (2) the amount of all previous payments. The total value of work completed to date shall be based on the actual or estimated quantities of work completed and on the

unit prices contained in the agreement (or cost breakdown approved pursuant to section 7.b relating to lump sum bids) and adjusted by approved change orders. The value of materials properly stored on the site shall be based upon the estimated quantities of such materials and the invoices prices.

Copies of all invoices shall be available for inspection by the Engineer.

- ii. The Contractor shall be responsible for the care and protection of all materials and work upon which payments have been made until final acceptance of such work and materials by the Owner. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the contract and the delivery of all improvements embraced in the contract complete and satisfactory to the Owner in all details.
 - iii. This clause applies to contracts when the Owner is a District or Authority. The retainage shall be ten (10%) percent minimum of the amount otherwise due until at least fifty (50%) of the work has been completed. After the project is fifty (50%) percent completed, and if the District or Authority's Board finds that satisfactory progress is being made, then the District may authorize any of the remaining progress payments to be made in full. The District is not obligated to pay interest earned on the first 50% of work completed (Texas Water Code Sec. 49.276(d)).
 - iv. The five (5%) percent retainage of the progress payments due to the Contractor may not be reduced until the building of the project is substantially complete and a reduction in the retainage has been authorized by the TWDB.
- (b) Withholding Payments. The Owner may withhold from any payment otherwise due to the Contractor so much as may be necessary to protect the Owner and if so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Owner elects to do so.
- The failure or refusal of the Owner to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this contract.
- (c) Payments Subject to Submission of Certificates. Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his Subcontractors by general and special conditions pertaining to this contract.

(d) Final Payment.

- i. Upon satisfactory completion of the work performed under this contract,

as a condition before final payment under this contract or as a termination settlement under this contract the Contractor shall execute and deliver to the Owner a release of all claims against the Owner arising under, or by virtue of, this contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by State law or otherwise expressly agreed to by the parties to this contract, final payment under this contract or settlement upon termination of this contract shall not constitute a waiver of the Owner's claims against the Contractor or his sureties under this contract or applicable performance and payment bonds.
- ii. After final inspection and acceptance by the Owner of all work under the contract, the Contractor shall prepare their requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement or cost breakdown (if lump sum), as adjusted by approved change orders. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described above less all previous payments.
- iii. The retainage and its interest earnings, if any, shall not be paid to the Contractor until the TWDB has authorized a reduction in, or release of, retainage on the contract work.
- iv. Withholding of any amount due to the Owner, under general and/or special conditions regarding "Liquidated Damages," shall be deducted from the final payment due the Contractor.

12. Equal employment opportunity and affirmative action

This provision applies to Clean Water State Revolving Fund Program and Drinking Water State Revolving Fund projects where the contract agreement is for more than \$10,000.

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability, or genetic information. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for

training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals set for minority and female participation and which is set forth in the solicitations from which this contract resulted.

13. Debarment and Suspension

This provision applies only to Clean Water State Revolving Fund Equivalency Program projects and Drinking Water State Revolving Fund projects. This contract is subject to the Title 40 Code of Federal Regulations Part 32 concerning Debarment and Suspension. The Contractor will comply with the assurances provided with the bid that led to this contract.

Instructions for Certification

- (a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- (c) The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- (d) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- (e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48

- CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 - (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - (i) Except for transactions authorized under paragraph (e) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

14. Disadvantaged Business Enterprises

The Texas Water Development Board's (TWDB) Clean Water and Drinking Water State Revolving Fund programs receive federal funds from the U. S. Environmental Protection Agency (EPA). As a condition of federal grant awards, EPA regulations require that loan recipients make a "good faith effort" to award a fair share of work to DBE's who are Minority Business Enterprises (MBE's), and Women-owned Business Enterprises (WBE's) whenever procuring construction, supplies, services and equipment.

The current fair share goals for the State of Texas are as follows:

Category	MBE	WBE
Construction	19.44%	9.17%
Equipment	16.28%	11.45%
Services	20.41%	13.66%
Supplies	25.34%	8.82%

After loan commitment, but prior to closing, Owners (Applicants) must provide forms TWDB-0216 and TWDB-0373. The project's Prime Engineer, Financial Advisor, and Bond Counsel must complete a TWDB-0217 form and indicate if any subcontracting opportunities will be available or if the Contractor will be self-performing the contract. Regardless of the procurement's outcome, all entities must submit a TWDB-0373 and list the Contractors selected by the Owner for the project. Failure to include a Contractor and contract amount will result in denial of payment until the proper documentation has been reviewed and approved.

For each construction contract, Owners are required to submit a TWDB-0216 and TWDB-0373 for the procurement of the project's Prime Contractor. If the Prime Contractor is utilizing Subcontractors for the project, then additional TWDB-0216 and TWDB-0373 forms will be required for submittal prior to request for payment.

The following forms are required for each contract:

Form	Prime Contractor	Submit Form To
TWDB-0216	Required	TWDB
TWDB-0217	Required	TWDB
TWDB-0373	Required	TWDB

- (a) The Contractor shall, if awarding sub-agreements, to the extent appropriate for the goals listed in the instructions to bidders make a good faith effort to award a fair share of work to DBE's who are Minority Business Enterprises (MBE's) and Women-owned Business Enterprises (WBE's) as sources of supplies, construction, equipment and services by taking the following steps:
- i. Ensure DBEs are made aware of contracting opportunities by including qualified small, minority, and women's businesses on solicitation lists;
 - ii. Assuring that small, minority, and women's businesses are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small, minority, and women's businesses;
 - iv. Establishing delivery schedules, where the requirements of the work permit, which will encourage participation by small, minority, and women's businesses; and

- v. Using the services and assistance of the Small Business Administration, Minority Business Development Agency of the U.S. Department of Commerce, and Texas Marketplace, as appropriate.

15. Archeological Discoveries and Cultural Resources

No activity which may affect properties listed or properties eligible for listing in the National Register of Historic Places or eligible for designation as a State Archeological Landmark is authorized until the Owner has complied with the provisions of the National Historic Preservation Act and the Antiquities Code of Texas.

The Owner has previously coordinated with the appropriate agencies and impacts to known cultural or archeological deposits have been avoided or mitigated. However, the Contractor may encounter unanticipated cultural or archeological deposits during construction.

If archeological sites or historic structures which may qualify for designation as a State Archeological Landmark according to the criteria in 13 TAC Chapter 26, or that may be eligible for listing on the National Register of Historic Places in accordance with 36 CFR Part 800, are discovered after construction operations are begun, the Contractor shall immediately cease operations in that particular area and notify the Owner, the TWDB, and the Texas Historical Commission, 1511 N. Colorado St., P.O. Box 12276, Capitol Station, Austin, Texas 78711-2276. The Contractor shall take reasonable steps to protect and preserve the discoveries until they have been inspected by the Owner's representative and the TWDB. The Owner will promptly coordinate with the State Historic Preservation Officer and any other appropriate agencies to obtain any necessary approvals or permits to enable the work to continue. The Contractor shall not resume work in the discovery until authorized to do so by the Owner.

16. Endangered Species

No activity is authorized that is likely to jeopardize the continued existence of a threatened or endangered species as listed or proposed for listing under the Federal Endangered Species Act (ESA), and/or the State of Texas Parks and Wildlife Code on Endangered Species, or to destroy or adversely modify the habitat of such species.

If a threatened or endangered species is encountered during construction, the Contractor shall immediately cease work in the area of the encounter and notify the Owner, who will immediately implement actions in accordance with the ESA and applicable State statutes. These actions shall include reporting the encounter to the TWDB, the U. S. Fish and Wildlife Service, and the Texas Parks and Wildlife Department, obtaining any necessary approvals or permits to enable the work to continue, or implement other mitigation actions. The Contractor shall not resume construction in the area of the encounter until authorized to do so by the Owner.

17. Hazardous Materials

Materials utilized in the project shall be free of any hazardous materials, except as may be specifically provided for in the specifications.

If the Contractor encounters existing material on sites owned or controlled by the Owner or in material sources that are suspected by visual observation or smell to contain hazardous materials, the Contractor shall immediately notify the Engineer and the Owner.

The Owner will be responsible for the testing and removal or disposal of hazardous materials on sites owned or controlled by the Owner. The Owner may suspend the work, wholly or in part during the testing, removal or disposal of hazardous materials on sites owned or controlled by the Owner.

18. Project Signage

The Owner must implement one of the signage options below as described in TWDB Guidance TWDB-1109:

- Online signage placed on community website or social media outlet;
- Press release;
- Posters or wall signage in a public building or location;
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility; or
- Standard on-site signage erected in a prominent location at the construction project site or along a major thoroughfare within the community as directed by the Owner.

If a recipient decides on a public or media event to publicize the accomplishment of significant events related to construction of the project, the U.S Environmental Protection Administration, Region 6, must be provided with at least a ten working day notice of the event and provided the opportunity to attend and participate. Please contact Associate Director Claudia Hosch, who can be reached at (214) 665-6464 or Hosch.Claudia@epa.gov.

19. Changes

*Provisions identified with an asterisk below are consistent with Local Government Code 271.060. Counties and Municipalities may modify the identified provisions, when applicable, to conform to Local Government Code 262.031 (Counties) or 252.048 (Municipalities).

- (a) The Owner may at any time, without notice to any surety, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including but not limited to changes:
 - i. In the specifications (including drawings and designs);
 - ii. In the time, method or manner of performance of the work;
 - iii. To decrease or increase the quantity of work to be performed or materials, equipment or supplies to be furnished;
- (b) *The total price of a contract may not be increased by a change order unless provision has been made for the payment of the added cost by the appropriation of current funds or bond funds for that purpose, by the authorization of the issuance of certificates, or by a combination of those procedures.
- (c) *A contract with an original contract price of \$1 million or more may not be increased by more than 25 percent. If a change order for a contract with an original contract price of less than \$1 million increases the contract amount to \$1 million or more, subsequent change orders may not increase the revised contract amount by more than 25 percent.

- (d) *A governing body may grant authority to an official or employee responsible for purchasing or for administering a contract to approve a change order that involves an increase or decrease of \$50,000 or less.
- (e) Changes that involve an increase in price will be supported by documentation of the cost components. For projects funded through the EDAP program, or with grant proceeds, TWDB staff may request this information to be provided in a format equivalent to the Cost and Pricing Information form (No. WRD-277).
- (f) Any change orders involving a change in the project requiring a relocation of project components, sizing, or process may require additional environmental approval. A map and description of the proposed changes should be sent to the TWDB Environmental Reviewer for coordination and approval as soon as possible to avoid any delay.

20. Operation and Maintenance Manuals and Training

- (a) The Contractor shall obtain installation, operation, and maintenance manuals from manufacturers and suppliers for equipment furnished under the contract. The Contractor shall submit three copies of each complete manual to the Engineer within 90 days after approval of shop drawings, product data, and samples, and not later than the date of shipment of each item of equipment to the project site or storage location.
- (b) The Owner shall require the Engineer to promptly review each manual submitted, noting necessary corrections and revisions. If the Engineer rejects the manual, the Contractor shall correct and resubmit the manual until it is acceptable to the Engineer as being in conformance with the design concept of the project and for compliance with information given in the Contract Documents. Owner may assess the Contractor a charge for reviews of the same items in excess of three (3) times. Such procedure shall not be considered cause for delay.
- (c) Acceptance of manuals by Engineer does not relieve the Contractor of any requirements of terms of Contract.
- (d) The Contractor shall provide the services of trained, qualified technicians to check final equipment installation, to assist as required in placing same in operation, and to instruct operating personnel in the proper manner of performing routine operation and maintenance of the equipment.
- (e) Operations and maintenance manuals specified hereinafter are in addition to any operation, maintenance, or installation instructions required by the Contractor to install, test, and start-up the equipment. Each manual is to be bound in a folder and labeled to identify the contents and project to which it applies. The manual shall contain the following applicable items:
 - i. A listing of the manufacturer's identification, including order number, model, serial number, and location of parts and service centers.
 - ii. A list of recommended stock of parts, including part number and quantity.
 - iii. Complete replacement parts list.
 - iv. Performance data and rating tables.
 - v. Specific instructions for installation, operation, adjustment, and maintenance.
 - vi. Exploded view drawings for major equipment items.

- vii. Lubrication requirements.
- viii. Complete equipment wiring diagrams and control schematics with terminal identification.

21. As-Built Dimensions and Drawings

- (a) Contractor shall make appropriate daily measurements of facilities constructed and keep accurate records of location (horizontal and vertical) of all facilities.
- (b) Upon completion of each facility, the Contractor shall furnish the Owner with one set of direct prints, marked with red pencil, to show as-built dimensions and locations of all work constructed. As a minimum, the final drawings shall include the following:
 - i. Horizontal and vertical locations of work.
 - ii. Changes in equipment and dimensions due to substitutions.
 - iii. "Nameplate" data on all installed equipment.
 - iv. Deletions, additions, and changes to scope of work.
 - v. Any other changes made.

22. Close-Out Procedures

To close-out the contract and release final retainage, the following steps must be completed:

- (a) TWDB Staff must conduct a construction contract final inspection (CCFI);
- (b) The following submittals must be received, reviewed, and accepted by the TWDB:
 - i. The final change order, adjustment of quantities, or a statement that all change orders have previously been submitted and there will be no more change orders;
 - ii. The final pay request from the Contractor;
 - iii. An affidavit by the Contractor that all bills have been paid;
 - iv. Certification by the consulting Engineer that the work has been completed and was constructed in accordance with the approved plans and specifications and sound engineering principals and construction practices;
 - v. Acceptance of the project by the Owner in the form of a written resolution or other formal action;
 - vi. Notification of the beginning date of the warranty period for the contract; and
 - vii. Confirmation that the Owner has received the as-built drawings from the Contractor.
- (c) TWDB will issue a Certificate of Approval allowing the release of retainage.

23. Additional Forms and Information

The following forms and guidance documents, mentioned throughout this Guidance, are available on the TWDB site at: <http://www.twdb.texas.gov/financial/instructions/index.asp>

Forms:

- Contractor's Act of Assurance (ED-103)
- Contractor's Resolution on Authorized Representative (ED-104)
- Debarment / Suspension Certification (SRF-404)
- Bidder's Certifications- EEO (WRD – 255)

DBE Affirmative Steps solicitation Report (TWDB 0216)

DBE Prime Contractor Affirmative Steps Certification & Goals (TWDB 0217)

DBE Loan/Grant Participation Summary (TWDB 0373)

Monthly American Iron and Steel Certificate (TWDB-1106-A)

American Iron and Steel (AIS) De Minimis Log (TWDB-1106-B)

Monthly Davis Bacon Wage Rate Certificate of Compliance Submittal by Owner (Sub-Recipient) (DB-0154)

Guidance Documents:

TWDB-0210 Disadvantaged Business Enterprise Guidance

Requirements for American Iron and Steel (AIS) Guidance (TWDB-1106)

Guidance on Davis-Bacon Wage Rate Requirements for State Revolving Fund Projects (DB-0156)

STATE OF TEXAS
COUNTY OF _____

§
§
§

**SITE
CERTIFICATE**

Before me, the undersigned notary, on this day personally appeared _____, a person whose identity is known to me or who has presented to me a satisfactory proof of identity. After I administered an oath, this person swore to the following:

- (1) My name is _____ . I am over 18 years of age and I am of sound mind, and capable of swearing to the facts contained in this Site Certificate. The facts stated in this certificate are within my personal knowledge and are true and correct.
- (2) I am an authorized representative of _____, an entity that has filed an application for financial assistance with the Texas Water Development Board for a (water) (wastewater) project.

Please complete only those sections that apply to your project:

LEGAL CERTIFICATION – LEASE/CONTRACT

I certify that: _____
(Legal Name of Applicant, i.e., City, District, etc.)

has executed a written lease or other contractual agreement to use the property needed for this (water)(wastewater) project that extends through _____ (date), the life of the Texas Water Development Board loan or grant that will be used to finance this project, either in whole or in part. A copy of this lease or agreement is attached hereto.

LEGAL CERTIFICATION – PROPERTY EASEMENT

I certify that: _____
(Legal Name of Applicant, i.e., City, District, etc.)

has executed an express easement to use the property needed for this (water) (wastewater) project that extends through the life of the Texas Water Development Board loan or grant that will be used to finance this project, either in whole or in part. The express easement to use the property needed for this (water) (wastewater) project extends through _____ (date). A copy of the express easement agreement is attached hereto.

LEGAL CERTIFICATION – OWNERSHIP INTEREST

I certify that _____
(Legal Name of Applicant, e.g. City, District, etc.)

Option A: has acquired the necessary real property interest, as evidenced by fee simple purchase, deed, fully executed earnest money contracts, or completion of eminent domain proceedings; that such acquisition will guarantee access and egress; and such interest will contain the necessary easements, rights of way, or unrestricted use as is required for the project being financed by the Texas Water Development Board. The legal description is referenced below.

Option B: is in the process of acquiring the necessary real property interest, as evidenced by earnest money contracts, contracts for sale, firm option agreements to purchase the subject property, or the initiation of eminent domain procedures; that such acquisition will guarantee access and egress; and such interest will contain the necessary easements, rights of way, or unrestricted use as is required for the project being financed by the Texas Water Development Board. The legal description is referenced below. The anticipated date of acquisition is:
_____.

The property has been/will be acquired with the use of eminent domain: True False

Location and Description of Property Interests acquired for Project:

Any deeds or other instruments required to be recorded to protect the title(s) held by _____ (Legal Name of Applicant) have been recorded or filed for the record in the County deed records or other required location. The following documents are attached hereto:

Description of documents that were used or will be used to acquire the property:

EXECUTED this _____ day of _____, 20_____.

_____ (Signature)

_____ (Print Name)

_____ (Title)

Sworn to and subscribed before me by _____ on this _____ day
of _____, 20_____.

_____ (Notary Public in and for the State of Texas)

[SEAL]

CONTRACTOR'S ACT OF ASSURANCE RESOLUTION

I hereby certify that it was RESOLVED by a quorum of the directors of the _____ (Name of Corporation), meeting on the _____ day of _____, 20____, that:

Authorized Representative(s):

be, and hereby is/are authorized to act on behalf of _____ (Name of Corporation), as its representative in all business transactions conducted in the State of Texas, and;

That all above resolution was unanimously ratified by the Board of Directors at said meeting and that the resolution has not been rescinded or amended and is now in full forces and effect; and;

In authentication of the adoption of this resolution, I subscribe my name and affix the seal of the Corporation this _____ day of _____, 20_____.

_____ (Secretary)

[SEAL]

BIDDER'S CERTIFICATIONS

Project Name: Fort Worth Wholesale Water Shared 16-Inch Water Main

Project Number: _____

Contract For: City of Willow Park, TX/City of Hudson Oaks, Texas

The following certifications must be completed by the bidder for each contract.

A. EQUAL EMPLOYMENT OPPORTUNITY:

I have developed and have on file at each establishment affirmative action programs pursuant to 41 CFR Part 60-1.7.

I have:

- () participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375. I have filed all notices, contract specifications, and compliance reports due under the requirements contained in 41 CFR Part 60-4.
- (■) not participated in previous contracts(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 and 41 CFR Chapter 60.

B. NONSEGREGATED FACILITIES

I certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any federally assisted subcontract exceeding \$10,000 which is not exempt from the equal opportunity clause as required by 41 CFR Part 60-1.8.

I will obtain a similar certification from any proposed subcontractor(s), when appropriate.

I understand that a false statement on this certification may be grounds for rejection of this bid proposal or termination of the contract award.

John Kolb/ President

Typed Name and Title of Bidder's Authorized Representative

Signature of Bidder's Authorized Representative

10/22/2020

Date

Wildstone Construction, LLC 12850 Highway 287 Fort Worth, TX 76052

Name and Address of Bidder

Debarment / Suspension Certification

I, John Kolb, hereby certify that I have checked on the federal
(Authorized Representative of Recipient)

System for Award Management (www.sam.gov) website and determined that
Wildstone Construction, LLC is not shown as an "excluded party" that is debarred,
(Name of entity)

suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for additional information on the federal governmentwide debarment and suspension system for nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.



Signature

10/22/2020

Date

President

Title

Wildstone Construction, LLC

Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an "excluded party" that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an "excluded party" prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.

**TWDB-0216
TEXAS WATER DEVELOPMENT BOARD
AFFIRMATIVE STEPS SOLICITATION REPORT**

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)	
	Wildstone Construction, LLC	\$ 3,602,100.00	<input checked="" type="checkbox"/>	Drinking Water SRF (DWSRF)
			<input checked="" type="checkbox"/>	Clean Water SRF (CWSRF)

Project Name: Fort Worth Wholesale Water Shared 16-Inch Water Main

Solicitation By: Applicant/Entity OR Prime Contracted Business: Wildstone Construction, LLC

Project Phase: Prior to Closing Release of funding for PADs Construction Contract # _____

II. SOLICITATION METHOD(S) UTILIZED

At least two methods of solicitation are required. Select the method(s) utilized for the solicitation. Copies of the actual postings, direct contact email/phone log, etc. must be attached to this form as support documentation for each method used. Failure to adequately follow these steps will result in the requirement to complete additional steps in order to become compliant.

- Newspaper Advertisements Meetings or Conferences Trade Association Publications
 Minority Media Internet & Web Postings Other Government Publications
 Direct Contact by Phone, Fax, USPS Mail, or Email*

If using direct contact, entities must solicit to a **minimum of 3 businesses/firms (at least one being a DBE) for each category of contract sought (i.e., construction, supplies, equipment, or services) to demonstrate a Good Faith Effort.*

III. PROJECT BIDDERS LIST:

List on the following table, or provide on a separate list, each business entity directly solicited for procurement or that submitted a bid for consideration.

Instructions for Columns 1 - 4	1 - Full business name (line one) & point of contact (line two) 2 - Business address 3 - Telephone number 4 - Email address for the business
Instructions for Column 5	Enter one of the following procurement or contract categories: CONSTRUCTION – SUPPLIES – EQUIPMENT – SERVICES <i>For detailed definitions, review guidance document, TWDB-0210.</i>
Instructions for Column 6	Enter the type of business: MBE - Minority Business Enterprise, WBE - Women-owned Business Enterprise, or OTHER - Company or firm is Non-MBE or WBE

Notice: Entities receiving State Revolving Fund financial assistance must create and maintain a Bidders List if the entity is subject to, or chooses to follow, competitive bidding. The Bidders List must include all firms that bid or quoted on contracts under EPA assisted projects, including both MBE/WBEs and non-MBE/WBEs. Entities must keep all Bidders Lists until project completion or the recipient is no longer receiving EPA funding under the loan, whichever is later. Entities with loans totaling less than \$250,000 during a state fiscal year are exempt from the Bidders List requirement, but must still meet DBE program requirements. The Bidders List requirement also applies to all Prime Contracted Businesses/Firms that make subcontracting.

Column 1 Business Name & Point of Contact	Column 2 Business Address	Column 3 Telephone Number	Column 4 E-Mail Address	Column 5 Procurement Category	Column 6 MBE/WBE Status
1. 3Paz Trucking, LLC Manny Haros	2300 Valley View Ln Ste 508 Irving, TX 75062	(469) 491-9001	3paztrucking@gmail.com	Services	MBE/WBE/ SBE
2. Reliant Haulers Julian Gonzalez	2746 FM 2265 Chico, TX 76431	(940) 210-9400	sales@relianthaulers.com	Supplies	MBE/WBE/ DBE
3. Buyers Barricades Dustin Rawlins	7409 Baker Blvd Richland Hills, TX 76118	(817) 535-3939	dustin@buyersbarricades.com	Services	WBE
4. GJ Seeding, LLC Gayle Juraschek	1080 S Burleson Blvd Burleson, TX 76028	(817) 426-8284	gjseeding@gmail.com	Services	MBE
5.					
6.					
7.					
8.					
9.					

Use additional sheets if necessary.

Signature - Authorized Representative	Title (print legibly)	Date
	John Kolb	10/22/2020

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator	Approval Date



Women Business Enterprise (WBE)
Buyers Barricades, Inc.

Buyers Barricades, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

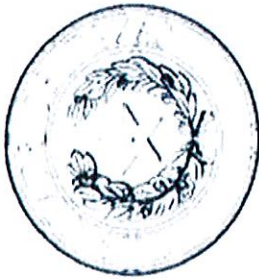
NAICS 334290: OTHER COMMUNICATIONS EQUIPMENT MANUFACTURING
NAICS 339950: SIGN MANUFACTURING
NAICS 423440: OTHER COMMERCIAL EQUIPMENT MERCHANT WHOLESALERS
NAICS 561990: FLAGGING (I.E., TRAFFIC CONTROL) SERVICES

This Certification commences August 20, 2018 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: August 31, 2020
Issued Date: August 20, 2018
CERTIFICATION NO. WFWB24385N0820

Elicia Mitchell

Certification Administrator



Disadvantaged Business Enterprise Program

This certifies that the following listed firm is certified as a DBE in accordance with 49 Code of Federal Regulations Part 26

Reliant Haulers LLC (VN:)

This Certificate is subject to suspension or revocation, and DBE information verification annually, upon the anniversary month. Current certification information will be listed in the Texas Unified Certification Program (TUCP) Directory located at <https://txdot.txdotcms.com>

May 4, 2017

Date Issued

Michael D. Bryant
Director
Civil Rights Division



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1820631606100
File/Vendor Number: 502065
Approval Date: 20-APR-2017
Scheduled Expiration Date: 20-APR-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

RELIANT HAULERS LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 21-APR-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number Identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



Minority Business Enterprise (MBE)
Reliant Haulers LLC

Reliant Haulers LLC

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 484220: GRAVEL HAULING, LOCAL
NAICS 484220: TOP-SOIL HAULING, LOCAL

This Certification commences April 23, 2018 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: April 30, 2020
Issued Date: April 23, 2018
CERTIFICATION NO. HMMB29248N0420



Ericia Mitchell

Certification Administrator



WILDSTONE CONSTRUCTION LLC

12850 Highway 287, Fort Worth, Texas 76052

To: Potential Subcontractor/Supplier

Wildstone Construction solicits Subcontractors / Suppliers on the following project:

Fort Worth Wholesale Water Shared 16" Water Main – Willow Park, Texas

- Please notify us if you have an interest in this Project. (See below)
- We encourage you to submit a proposal on any scope of work in which you are interested in performing and will have the capability of performance during construction. Work includes, but is not limited to the following: **Barricade Rental, Boring, Casing Grouting, Erosion Control, Temporary Fencing, Hydro-mulch Seeding, Asphalt Pavement Repair, SWPPP, Trucking, and Welding.**
- We are also looking for the following Supplies: **¾" Rock Embedment, Sand Embedment, Redi-Mix Concrete, Steel Casing, Pipe, Valves, and Appurtanences.**
- Contact William Blackwood (817-847-8660) or John Kolb (817-988-3000) if you have any questions on a particular scope of work. We request that a blank (no price required) scope letter be submitted by email to estimating@wildstoneconstruction.com no later than Tuesday October 20, 2020 at 12:00 noon Central Time, to give ample time to review and answer any questions we may have regarding your scope of work.
- We request that you provide your pricing to us no later than 12:00pm on bid day, in order that we may process the required paperwork in the bid form.
- Please note that this is a unit price bid, and at this time there are no addends.

PLEASE RESPOND

.....

Please complete and return to estimating@wildstoneconstruction.com or fax 817-847-8019

Bidding? Yes No Company Name: _____

Sections Bidding: _____

Phone: _____ Estimator Name: _____

Fax: _____ MBE/WBE? YES NO

****Wildstone Construction is an Equal Opportunity Employer****

William Blackwood

From: William Blackwood
Sent: Monday, October 19, 2020 10:45 AM
To: gjseeding@gmail.com
Cc: Byrnie Taylor
Subject: Fort Worth Wholesale Water Shared 16-inch Water Main

Gayle, here is a project I need you to look at and provide a quote. Please send over the quote as soon as you can thanks.

Bids on 10-22 @ 2PM. Please make sure to send by EOB on 10-21.

Link to plans & Bid Form:

<https://www.dropbox.com/sh/kucnmqpu2gsx9m/AABzNksfUKI8wtODTV356CEYa?dl=0>

William Blackwood

Estimator

Wildstone Construction, LLC

12850 Highway 287

Fort Worth, TX 76052-2616

O: 817-847-8660

C: 817-821-5209

F: 817-847-8019



April Seleska

From: April Seleska <aseleska@wildstoneconstruction.com>
Sent: Monday, October 19, 2020 10:09 AM
To: 3paz Trucking <3paztrucking@gmail.com>
Subject: Fort Worth Wholesale Water Shared 16-inch Water Main

Can you please provide a quote for haul off for this project?

Bids on 10-22 @ 2PM. Please make sure you send to me by EOB on 10-21

Respectfully,

April D. Seleska

Project Manager

Wildstone Construction, LLC

12850 Highway 287

Fort Worth, TX 76052-2616

(o) 817-847-8660

(m) 817-891-6436

(f) 817-847-8019

April Seleska

From: April Seleska <aseleska@wildstoneconstruction.com>
Sent: Monday, October 19, 2020 10:22 AM
To: sales@reliant haulers.com
Subject: Fort Worth Wholesale Water Shared 16-inch Water Main

Can you please provide a quote for embedment for this project?

Bids on 10-22 @ 2PM. Please make sure you send to me by EOB on 10-21

Attached are quantities:

Respectfully,

April D. Seleska

Project Manager

Wildstone Construction, LLC

12850 Highway 287

Fort Worth, TX 76052-2616

(o) 817-847-8660

(m) 817-891-6436

(f) 817-847-8019

April Seleska

From: April Seleska <aseleska@wildstoneconstruction.com>
Sent: Monday, October 18, 2020 10:22 PM
To: dustin@buyersbarricades.com
Subject: Fort Worth Wholesale Water Shared 16-inch Water Main

Can you please provide a quote for the barricades on this project?

Bids on 10-22 @ 2PM. Please make sure you send to me by EOB on 10-21

Link to plans & Bid Form:

<https://www.dropbox.com/sh/kucnmqpu2gsx9m/AABzNksfUKI8wt0DTV356CEYa?dl=0>

Respectfully,

April D. Seleska

Project Manager

Wildstone Construction, LLC

12850 Highway 287

Fort Worth, TX 76052-2616

(o) 817-847-8660

(m) 817-891-6436

(f) 817-847-8019

TWDB-0217
TEXAS WATER DEVELOPMENT BOARD (TWDB)
PRIME CONSULTANT/CONTRACTOR CERTIFICATION

I. PROJECT INFORMATION

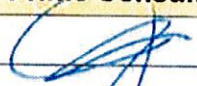
TWDB Project Number	Applicant/Entity Name	Total of TWDB Funding	Program Type (insert "X" for all that apply)	
	Wildstone Construction, LLC	\$ 3,602,100.00	<input checked="" type="checkbox"/>	Drinking Water SRF (DWSRF)
			<input checked="" type="checkbox"/>	Clean Water SRF (CWSRF)

Prime Consultant/Contractor: Wildstone Construction, LLCContract Number: _____ Contract Amount: \$ 3,602,100.00**II. GOOD FAITH EFFORT (Applicable to all subcontracts awarded by the prime contractor/consultant)**

I understand that it is my responsibility to comply with all state and federal regulations and guidance in the utilization of Minority and Women-owned Businesses in procurement. I certify that I will make a "good faith effort" to afford opportunities for Minority Business Enterprise (MBE), and Women-owned Business Enterprise (WBE) by:

1. Including qualified MBEs and WBEs on procurement solicitation lists
2. Soliciting potential MBEs and WBEs
3. Reducing contract size/quantities when economically feasible to permit maximum participation by MBEs and WBEs
4. Establishing delivery schedules to encourage participation by MBEs and WBEs
5. Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce, and Texas Marketplace
6. Submitting documentation to the Applicant/Entity to verify good faith effort, steps 1-5.

EXCEPTION: As the Prime Consultant/Contractor, I certify that I have reviewed the contract requirements and found no available subcontracting opportunities. I also certify that I will fulfill 100 percent of the contract requirements with my own employees and resources. (Check if applicable)

Signature – Prime Consultant/Contractor	Title (print legibly)	Certification Date
	John Kolb	10/22/2020

III. PROJECT PARTICIPATION ESTIMATES

The Cost Categories mentioned below are goals. These goals are neither standards nor quotas. Recipients of financial assistance are not required to meet the fair share objectives. They must, however, acknowledge that they are aware of and are actively pursuing the fair share objectives with their procurements.

Cost Category	Potential MBE Participation	Potential WBE Participation
	Goal	Goal
Construction	19.44%	9.17%
Supplies	25.34%	8.82%
Equipment	16.28%	11.45%
Services	20.41%	13.66%

The fair share goals listed above are required by 40 CFR Part 33 Subpart D and are directly negotiated with EPA Region 6. Entities receiving federal financial assistance are subject to the TWDB's goals and may not be substituted with other agency or program goals.

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE Requirements.

DBE Coordinator	Approval Date

**TWDB-0373
TEXAS WATER DEVELOPMENT BOARD
PARTICIPATION SUMMARY**

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)	
	Wildstone Construction, LLC	\$ 3,602,100.00	<input checked="" type="checkbox"/>	Drinking Water SRF (DWSRF)
			<input checked="" type="checkbox"/>	Clean Water SRF (CWSRF)

Project Name: Fort Worth Wholesale Water Shared 16-Inch Water Main

Solicitation By: Applicant/Entity OR Prime Contracted Business: Wildstone Construction, LLC

Project Phase: Prior to Closing Release of funding for PADs Construction Contract # _____

Instructions

Column 1	Enter the full name, street address, city/state/zip for each firm awarded a contract for the project.
Column 2	Enter one of the following procurement or contract categories: CONSTRUCTION – SUPPLIES – EQUIPMENT – SERVICES
Column 3	Enter the type of business: MBE (Minority Business Enterprise), WBE (Women-owned Business Enterprise), or OTHER (NOTE: OTHER = Company or firm is Non-MBE or WBE)
Column 4	Enter the exact amount of the awarded contract.
Column 5	Enter the exact date the contract was executed or the proposed date of contract execution.

If valid MBE/WBE firms are awarded contracts, a copy of their certification is required to be attached with this form for each MBE/WBE business listed.

Notice: Brokers may not be listed below as an MBE or WBE. A broker is a firm that does not perform, manage, or supervise the work of its sub/contract in a manner consistent with the normal business practices for sub/contractors in its line of business. For more specifics, review guidance document, TWDB-0210.

II. LIST OF ACTUAL CONTRACTS/PROCUREMENTS

	Column 1 Name & Address of Contracted Firm/Vendor	Column 2 Procurement Category	Column 3 MBE/WBE Status	Column 4 Contract Amount (\$)	Column 5 Contract Execution Date
1.		Services	MBE/WBE /SBE		
2.		Supplies	MBE/WBE /DBE		
3.		Services	WBE		
4.		Services	MBE		
5.					
6.					

(Table continues on the next page)

	Column 1 Name & Address of Contracted Firm/Vendor	Column 2 Procurement Category	Column 3 MBE/WBE Status	Column 4 Contract Amount (\$)	Column 5 Contract Execution Date
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					

Use additional sheets if necessary

Signature – Authorized Representative	Title (print legibly)	Date
	John Kolb	10/22/2020

III. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator	Approval Date

Monthly American Iron and Steel Certificate

Compliance Submittal by Owner (Sub-Recipient)

TWDB Project No. _____

Loan No. _____

This executed certificate must be submitted with each Outlay report requesting funds associated with construction contracts for all iron and steel products and/or materials included within the project's construction contracts.

I, _____, _____ of
(Name) (Title)

_____ hereby certify that all iron and steel products and/or materials incorporated into the construction, alteration, maintenance, or repair of the subject project are in full compliance with the American Iron and Steel requirements of Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388) for the Clean Water State Revolving Fund or federal law, including federal appropriation acts and Section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable, for the Drinking Water State Revolving Fund, or comply with waivers granted by the U.S. Environmental Protection Agency.

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

Signature

Date

American Iron and Steel
 de minimis log (EXAMPLE)

Owner Name: City
 Project Name: CID 01 - Project
 TWDB SRF Number: ###
 Contractor Name: Contractor

Total Project Cost: \$130,000.00
 Total Material Cost: \$100,000.00

Item No.	Iron or Steel Product	Unit Cost	Quantity	Total Cost	% Material Cost (< 1%)	Cumulative Cost	% Material Cost (< 5%)
1	Steel Door	\$400.00	1	\$ 400.00	0.40%	\$ 400.00	0.40%
2	Bolts	\$100.00	1	\$ 100.00	0.10%	\$ 500.00	0.50%
3	Welding rods	\$30.00	1	\$ 30.00	0.03%	\$ 530.00	0.53%
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							

**Monthly Davis-Bacon Wage Rate Certificate of Compliance
Submittal by Owner (Subrecipient)**

TWDB Project No. _____

Loan No. _____

This executed certificate must be submitted with each Outlay report for labor included within construction contracts. This Certificate applies only for Financial Assistance CLOSED AFTER 10/30/2009.

I, _____, _____ of
(Name) (Title)

_____ hereby certify that periodic reviews of a
(Name of entity)
representative sample of the weekly payroll data, and contractor weekly payroll certifications, such as OMB No. 1235-0008, have been performed to verify that contractors and subcontractors are paying the appropriate wage rate for compliance with section 513 of the Federal Water Pollution Control Act (33 U.S.C. §1372) for the Clean Water State Revolving Fund or with section 1452(a)(5) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(5)) for the Drinking Water State Revolving Fund. These laws require payment of prevailing wages in accordance with 40 U.S.C. §§ 3141–3144, 3146, and 3147 (contained within the Davis-Bacon Act, as amended).

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

Signature

Date

"General Decision Number: TX20200026 03/13/2020

Superseded General Decision Number: TX20190026

State: Texas

Construction Type: Heavy

Counties: Johnson, Parker and Tarrant Counties in Texas.

Heavy Construction Projects (Including Water and Sewer Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate

will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number Publication Date

0 01/03/2020
 1 03/13/2020

* PLUM0146-002 11/01/2019

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 32.53	9.50

SUTX1990-041 06/01/1990

	Rates	Fringes
CARPENTER.....	\$ 10.40	\$3.64
Concrete Finisher.....	\$ 9.81	
ELECTRICIAN.....	\$ 13.26	

Form Setter.....\$ 7.86

Laborers:

Common.....\$ 7.25

Utility.....\$ 8.09

PAINTER.....\$ 10.89

Pipelayer.....\$ 8.43

Power equipment operators:

Backhoe.....\$ 11.89 3.30

Bulldozer.....\$ 10.76

Crane.....\$ 13.16 3.30

Front End Loader.....\$ 10.54

Mechanic.....\$ 10.93

Scraper.....\$ 10.00

Reinforcing Steel Setter.....\$ 10.64

TRUCK DRIVER.....\$ 7.34

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the

cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: December 8, 2020	Department: City Admin	Presented By: Bryan Grimes
--	----------------------------------	--------------------------------------

AGENDA ITEM:

Discussion of additional debt options for potential debt issuance relating to the Fort Worth Water Project. Council may provide guidance for a potential debt issuance in January 2021.

BACKGROUND:

At the previous council meeting, Council authorized staff to provide notice of intent to issue debt related to the FW Water Project. Attached are estimate debt schedules for a potential issuance in January of 2021. Also, we have attached a Texas Water Development Board Comment Period memo for discussion.

No debt will be issued at the December 8 meeting.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

Debt Schedules

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
Source of Funding	\$	



Willow Park

TEXAS

SUPPLEMENTAL WATER PROJECT FINANCING

NOVEMBER 10, 2020

HilltopSecurities 
A Hilltop Holdings Company.

City of Willow Park, Texas

Supplemental Water Project Financing (November 10, 2020)

Existing water project debt: Series 2019 C/O issued through TWDB December 2019 (\$13.4 million construction funds)

- Interest rates 0.00% - 0.91%, effective rate of 0.71%
- Average annual debt service: \$510,000

Schedule 1: Illustrates supplemental cost if issued at Series 2019 rates and terms

- \$6.5 million supplemental cost issue size
- Construction proceeds: \$6.34 million
- Average annual debt service on illustrated supplemental cost: \$240,776

Aggregate Annual Debt Service	Willow Park at 52%	Hudson Oaks at 48%
\$750,832	\$390,432	\$360,399

Schedule 2: Public issuance January 2021 – Certificates of Obligation – 10-year call feature

- \$6.34 million supplemental construction proceeds
- Average annual debt service on Series 2021: \$325,490

Aggregate Annual Debt Service	Willow Park at 52%	Hudson Oaks at 48%
\$835,576 (starting 2024)	\$434,499	\$401,076

Schedule 3: Public issuance January 2021 – Certificates of Obligation – 1-year call feature

- \$6.34 million supplemental construction proceeds
- Average annual debt service on Series 2021: \$348,894 starting 2024

Aggregate Annual Debt Service	Willow Park at 52%	Hudson Oaks at 48%
\$859,045 (starting 2024)	\$446,703	\$412,341

Schedule 4: Private placement issuance January 2021 – Tax Notes – 1-year call feature

- \$6.34 million supplemental construction proceeds
- Average annual debt service on Series 2021: \$1,343,939 (maturities 2023-2027)

Aggregate Annual Debt Service	Willow Park at 52%	Hudson Oaks at 48%
\$1,853,029	\$963,575	\$889,454

Schedules 3a / 4a: Refund Schedules 3 and 4 with TWDB funding in Fall 2021 (subject to TWDB approval)

- \$6.9 million issue size / \$6.7 million issue size
- Average annual debt service on Refunding Bonds: \$285,535 / \$281,699

Aggregate Annual Debt Service	Willow Park at 52%	Hudson Oaks at 48%
\$795,620 / \$791,784	\$413,723 / \$411,728	\$381,898 / \$380,056

Summary - 11.10.20
City of Willow Park
Supplemental Water Project Financing
Preliminary

A	B	C	D	E	F	G	H	I	J
FYE	Schedule 1 Combined Debt Service with Supplemental Cost	Schedule 2 C/O Public Issuance - 10 Year Call	Schedule 3 C/O Public Issuance - 1 Year Call	Schedule 3a Refund of Public Issuance through TWDB*	Schedule 4 Tax Notes - Private Placement - 1 Year Call	Schedule 4a Refund of Private Placement through TWDB*	Combined Debt Pre-Refunding	Combined Debt Post-Refunding	Combined Debt Post-Refunding
2020	\$ 73,733	\$ 50,082	\$ 50,082	\$ 50,082	\$ 50,082	\$ 50,082	\$ 50,082	\$ 50,082	\$ 50,082
2021	749,235	509,195	509,195	509,195	509,195	509,195	509,195	509,195	509,195
2022	749,235	835,265	806,663	806,663	792,437	678,588	678,588	791,522	791,522
2023	749,235	833,795	702,845	702,845	793,568	1,850,349	1,850,349	792,340	792,340
2024	749,235	833,695	860,445	860,445	795,873	1,854,600	1,854,600	789,678	789,678
2025	749,235	833,395	855,645	855,645	793,143	1,853,480	1,853,480	791,982	791,982
2026	749,107	832,808	855,683	855,683	790,326	1,851,943	1,851,943	789,165	789,165
2027	748,595	836,660	855,310	855,310	792,213	1,854,774	1,854,774	791,053	791,053
2028	747,571	834,864	854,439	854,439	793,685	508,064	508,064	787,559	787,559
2029	751,028	837,513	862,988	862,988	799,733	512,013	512,013	793,676	793,676
2030	753,955	834,605	860,955	860,955	795,391	510,605	510,605	794,367	794,367
2031	751,420	836,089	858,464	858,464	795,706	508,889	508,889	789,716	789,716
2032	753,515	837,019	860,569	860,569	795,733	511,919	511,919	794,778	794,778
2033	750,306	837,439	857,314	857,314	795,515	509,739	509,739	789,594	789,594
2034	751,821	837,367	863,642	863,642	800,038	512,367	512,367	794,185	794,185
2035	753,044	836,802	859,552	859,552	794,333	509,802	509,802	793,514	793,514
2036	753,972	836,791	860,116	860,116	798,399	512,041	512,041	792,614	792,614
2037	749,617	832,458	860,258	860,258	797,200	509,083	509,083	791,483	791,483
2038	750,010	837,724	859,999	859,999	795,789	510,949	510,949	795,107	795,107
2039	750,165	832,610	854,435	854,435	799,224	507,660	507,660	788,542	788,542
2040	750,080	837,114	858,489	858,489	797,434	509,214	509,214	791,786	791,786
2041	749,752	836,216	857,141	857,141	795,398	510,591	510,591	789,818	789,818
2042	754,156	834,987	860,387	860,387	798,147	511,787	511,787	792,636	792,636
2043	748,311	833,370	858,170	858,170	795,666	507,820	507,820	790,223	790,223
2044	747,305	836,338	855,613	855,613	793,035	508,738	508,738	792,625	792,625
2045	751,163	833,989	857,739	857,739	795,278	509,564	509,564	789,902	789,902
2046	749,885	836,323	859,473	859,473	797,361	510,298	510,298	792,053	792,053
2047	753,468	838,264	860,814	860,814	799,282	510,939	510,939	794,043	794,043
2048	751,912	834,887	861,762	861,762	796,076	511,487	511,487	790,905	790,905
2049	755,215	836,189	862,314	862,314	797,740	511,939	511,939	792,638	792,638
2050	753,413	837,121	862,496	862,496	799,266	512,321	512,321	794,232	794,232
	\$ 22,598,684	\$ 24,790,970	\$ 25,262,993	\$ 25,262,993	\$ 23,632,263	\$ 22,240,836	\$ 22,240,836	\$ 23,521,010	\$ 23,521,010

* Subject to application and approval by TWDB.

City of Willow Park
Series 2019 - DWSRF TWDB Project Funding Comparison

A B C D E F G H I J K L M

FYE	**Actual Final** \$13,770,000 DWSRF 12/12/2019 - 0.71%			**Supplemental Cost** \$6,500,000 DWSRF 12/12/2019 - 0.71%			\$17,770,000 DWSRF - Aggregate Issuance 12/12/2019 - 0.71%			52% Willow Park		48% Hudson Oaks	
	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Debt Share	Debt Share	FYE	FYE
2020	\$ -	\$ 50,082	\$ 50,082	\$ -	\$ 23,652	\$ 23,652	\$ -	\$ 73,733	\$ 73,733	\$ 38,341	\$ 35,392	2020	2020
2021	435,000	74,195	509,195	205,000	35,040	240,040	640,000	109,235	749,235	389,602	359,633	2021	2021
2022	435,000	74,195	509,195	205,000	35,040	240,040	640,000	109,235	749,235	389,602	359,633	2022	2022
2023	435,000	74,195	509,195	205,000	35,040	240,040	640,000	109,235	749,235	389,602	359,633	2023	2023
2024	435,000	74,195	509,195	205,000	35,040	240,040	640,000	109,235	749,235	389,602	359,633	2024	2024
2025	435,000	74,195	509,195	205,000	35,040	240,040	640,000	109,235	749,235	389,602	359,633	2025	2025
2026	435,000	74,108	509,108	205,000	34,999	239,999	640,000	109,107	749,107	389,535	359,571	2026	2026
2027	435,000	73,760	508,760	205,000	34,835	239,835	640,000	108,995	748,995	389,269	359,325	2027	2027
2028	435,000	73,064	508,064	205,000	34,507	239,507	640,000	107,571	747,571	388,737	358,834	2028	2028
2029	440,000	72,013	512,013	205,000	34,015	239,015	645,000	106,028	751,028	390,534	360,493	2029	2029
2030	440,000	70,605	510,605	210,000	33,350	243,350	650,000	103,955	753,955	392,056	361,898	2030	2030
2031	440,000	68,889	508,889	210,000	32,531	242,531	650,000	101,420	751,420	390,738	360,881	2031	2031
2032	445,000	66,919	511,919	210,000	31,596	241,596	655,000	98,515	753,515	391,828	361,687	2032	2032
2033	445,000	64,739	509,739	210,000	30,567	240,567	655,000	95,306	750,306	390,159	360,147	2033	2033
2034	450,000	62,367	512,367	210,000	29,454	239,454	660,000	91,821	751,821	390,947	360,874	2034	2034
2035	450,000	59,802	509,802	215,000	28,242	243,242	665,000	88,044	753,044	391,583	361,461	2035	2035
2036	455,000	57,041	512,041	215,000	26,931	241,931	670,000	83,972	753,972	392,065	361,906	2036	2036
2037	455,000	54,083	509,083	215,000	25,533	240,533	670,000	79,617	749,617	389,801	359,816	2037	2037
2038	460,000	50,949	510,949	215,000	24,061	239,061	675,000	75,010	750,010	390,005	360,005	2038	2038
2039	460,000	47,660	507,660	220,000	22,505	242,505	680,000	70,165	750,165	390,086	360,079	2039	2039
2040	465,000	44,214	509,214	220,000	20,866	240,866	685,000	65,080	750,080	390,042	360,038	2040	2040
2041	470,000	40,591	510,591	220,000	19,161	239,161	690,000	59,752	749,752	389,871	359,881	2041	2041
2042	475,000	36,787	511,787	225,000	17,370	242,370	700,000	54,156	754,156	392,161	361,995	2042	2042
2043	475,000	32,820	507,820	225,000	15,491	240,491	700,000	48,311	748,311	389,122	359,189	2043	2043
2044	480,000	28,738	508,738	225,000	13,567	238,567	705,000	42,305	747,305	388,598	358,706	2044	2044
2045	485,000	24,564	509,564	230,000	11,599	241,599	715,000	36,163	751,163	390,605	360,558	2045	2045
2046	490,000	20,298	510,298	230,000	9,587	239,587	720,000	29,885	749,885	389,940	359,945	2046	2046
2047	495,000	15,939	510,939	235,000	7,529	242,529	730,000	23,468	753,468	391,803	361,665	2047	2047
2048	500,000	11,487	511,487	235,000	5,426	240,426	735,000	16,912	751,912	390,994	360,918	2048	2048
2049	505,000	6,939	511,939	240,000	3,276	243,276	745,000	10,215	755,215	392,712	362,503	2049	2049
2050	510,000	2,321	512,321	240,000	1,092	241,092	750,000	3,413	753,413	391,775	361,638	2050	2050
	\$ 13,770,000	\$ 1,581,750	\$ 15,351,750	\$ 6,500,000	\$ 746,934	\$ 7,246,934	\$ 20,270,000	\$ 2,328,684	\$ 22,598,684	\$ 11,751,316	\$ 10,847,368		

Project Funds: \$ 13,400,000 \$ 6,343,192 \$ 19,743,192

City of Willow Park

\$6,343,192 Proceeds - Public Issuance - 10 Year Call

Level Debt Service - Same Term as Series 2019

Preliminary

A FYE	B Principal	C Interest	D Debt Service	E 2/2/2021 - 2.70%			H Aggregate Debt Service	I Willow Park Debt Share	J Hudson Oaks Debt Share	K FYE
				F Principal	G Interest	H Debt Service				
	Actual Final			**Supplemental Cost**						
	\$13,770,000 DWSRF			\$6,050,000 - Public Issuance C/O						
2020		\$ 50,082	\$ 50,082				\$ 50,082	\$ 26,042	\$ 24,039	2020
2021	435,000	74,195	509,195				509,195	264,781	244,414	2021
2022	435,000	74,195	509,195	15,000	311,070	326,070	835,265	434,338	400,927	2022
2023	435,000	74,195	509,195	125,000	199,600	324,600	833,795	433,573	400,222	2023
2024	435,000	74,195	509,195	130,000	194,500	324,500	833,895	433,521	400,174	2024
2025	435,000	74,195	509,195	135,000	189,200	324,200	833,395	433,365	400,030	2025
2026	435,000	74,108	509,108	140,000	183,700	323,700	832,808	433,060	399,748	2026
2027	435,000	73,760	508,760	150,000	177,900	327,900	836,660	435,063	401,597	2027
2028	435,000	73,064	508,064	155,000	171,800	326,800	834,864	434,129	400,735	2028
2029	440,000	72,013	512,013	160,000	165,500	325,500	837,513	435,507	402,006	2029
2030	440,000	70,605	510,605	165,000	159,000	324,000	834,605	433,995	400,610	2030
2031	440,000	68,889	508,889	175,000	152,200	327,200	836,089	434,766	401,323	2031
2032	445,000	66,919	511,919	180,000	145,100	325,100	837,019	435,250	401,769	2032
2033	445,000	64,739	509,739	190,000	137,700	327,700	837,439	435,468	401,971	2033
2034	450,000	62,367	512,367	195,000	130,000	325,000	837,367	435,431	401,936	2034
2035	450,000	59,802	509,802	205,000	122,000	327,000	836,802	435,137	401,665	2035
2036	455,000	57,041	512,041	210,000	114,750	324,750	836,791	435,131	401,660	2036
2037	455,000	54,083	509,083	215,000	108,375	323,375	832,458	432,878	399,580	2037
2038	460,000	50,949	510,949	225,000	101,775	326,775	837,724	435,616	402,108	2038
2039	460,000	47,660	507,660	230,000	94,950	324,950	832,610	432,957	399,653	2039
2040	465,000	44,214	509,214	240,000	87,900	327,900	837,114	435,299	401,815	2040
2041	470,000	40,591	510,591	245,000	80,625	325,625	836,216	434,832	401,383	2041
2042	475,000	36,787	511,787	250,000	73,200	323,200	834,987	434,193	400,794	2042
2043	475,000	32,820	507,820	260,000	65,550	325,550	833,370	433,353	400,018	2043
2044	480,000	28,738	508,738	270,000	57,600	327,600	836,338	434,896	401,442	2044
2045	485,000	24,564	509,564	275,000	49,425	324,425	833,989	433,674	400,315	2045
2046	490,000	20,298	510,298	285,000	41,025	326,025	836,323	434,888	401,435	2046
2047	495,000	15,939	510,939	295,000	32,325	327,325	838,264	435,897	402,367	2047
2048	500,000	11,487	511,487	300,000	23,400	323,400	834,887	434,141	400,746	2048
2049	505,000	6,939	511,939	310,000	14,250	324,250	836,189	434,818	401,371	2049
2050	510,000	2,321	512,321	320,000	4,800	324,800	837,121	435,303	401,818	2050
	\$ 13,770,000	\$ 1,581,750	\$ 15,351,750	\$ 6,050,000	\$ 3,389,220	\$ 9,439,220	\$ 24,790,970	\$ 12,891,304	\$ 11,899,666	

Project Funds: \$ 13,400,000

\$ 6,343,192

City of Willow Park
\$6,343,192 Proceeds - Public Issuance - 1 Year Call
Level Debt Service - Same Term as Series 2019
Preliminary

A FYE	B Principal	C Interest	D Debt Service	E \$13,770,000 DWSRF		F Interest		G Debt Service		H Aggregate Debt Service	I 52% Willow Park Debt Share	J 48% Hudson Oaks Debt Share	K FYE
				Principal	Interest	Principal	Interest	Debt Service	Debt Service				
2020	\$ -	\$ 50,082	\$ 50,082	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,082	\$ 26,042	\$ 24,039	2020	
2021	435,000	74,195	509,195	-	297,468	297,468	-	509,195	806,663	419,465	387,198	2021	
2022	435,000	74,195	509,195	-	193,650	193,650	-	702,845	860,445	447,431	413,014	2022	
2023	435,000	74,195	509,195	160,000	191,250	351,250	160,000	860,445	855,645	444,935	410,710	2023	
2024	435,000	74,195	509,195	160,000	186,450	346,450	160,000	855,645	855,663	444,955	410,728	2024	
2025	435,000	74,108	509,108	165,000	181,575	346,575	165,000	855,310	855,310	444,761	410,549	2025	
2026	435,000	73,760	508,760	170,000	176,550	346,550	170,000	854,439	854,439	444,308	410,131	2026	
2027	435,000	73,064	508,064	175,000	171,375	346,375	175,000	862,988	862,988	448,754	414,234	2027	
2028	440,000	72,013	512,013	185,000	165,975	350,975	185,000	860,955	860,955	447,697	413,258	2028	
2029	440,000	70,605	510,605	190,000	160,350	350,350	190,000	858,464	858,464	446,401	412,063	2029	
2030	440,000	68,889	508,889	195,000	154,575	349,575	195,000	860,569	860,569	447,496	413,073	2030	
2031	445,000	66,919	511,919	200,000	148,650	348,650	200,000	857,314	857,314	445,803	411,511	2031	
2032	445,000	64,739	509,739	205,000	142,575	347,575	205,000	863,642	863,642	449,094	414,548	2032	
2033	450,000	62,367	512,367	215,000	136,275	351,275	215,000	859,552	859,552	446,967	412,585	2033	
2034	450,000	59,802	509,802	220,000	129,750	349,750	220,000	860,116	860,116	447,260	412,856	2034	
2035	455,000	57,041	512,041	225,000	123,075	348,075	225,000	860,258	860,258	447,334	412,924	2035	
2036	455,000	54,083	509,083	235,000	116,175	351,175	235,000	859,999	859,999	447,199	412,800	2036	
2037	460,000	50,949	510,949	240,000	109,050	349,050	240,000	854,435	854,435	444,306	410,129	2037	
2038	460,000	47,660	507,660	245,000	101,775	346,775	245,000	858,489	858,489	446,414	412,075	2038	
2039	465,000	44,214	509,214	255,000	94,275	349,275	255,000	857,141	857,141	445,713	411,427	2039	
2040	470,000	40,591	510,591	260,000	86,550	346,550	260,000	860,387	860,387	447,401	412,986	2040	
2041	475,000	36,787	511,787	270,000	78,600	348,600	270,000	858,170	858,170	446,249	411,922	2041	
2042	475,000	32,820	507,820	280,000	70,350	350,350	280,000	855,613	855,613	444,919	410,694	2042	
2043	480,000	28,738	508,738	285,000	61,875	346,875	285,000	857,739	857,739	446,024	411,715	2043	
2044	485,000	24,564	509,564	295,000	53,175	348,175	295,000	859,473	859,473	446,926	412,547	2044	
2045	490,000	20,298	510,298	305,000	44,175	349,175	305,000	860,814	860,814	447,623	413,191	2045	
2046	495,000	15,939	510,939	315,000	34,875	349,875	315,000	861,762	861,762	448,116	413,646	2046	
2047	500,000	11,487	511,487	325,000	25,275	350,275	325,000	862,314	862,314	448,403	413,911	2047	
2048	505,000	6,939	511,939	335,000	15,375	350,375	335,000	862,496	862,496	448,498	413,998	2048	
2049	510,000	2,321	512,321	345,000	5,175	350,175	345,000					2049	
2050	510,000		510,000									2050	
	\$ 13,770,000	\$ 1,581,750	\$ 15,351,750	\$ 6,455,000	\$ 3,456,243	\$ 9,911,243	\$ 6,455,000	\$ 25,262,993	\$ 13,136,756	\$ 12,126,237			

****Actual Final****
****Supplemental Cost****

Project Funds:
 \$ 13,400,000
 \$ 6,343,192

City of Willow Park
Refund of Public Issuance through TWDB
Preliminary, Structure and Terms Subject to TWDB Approval

A B C D E F G H I J K L M N O P

FYE	**Actual Final** 12/12/2019 - 0.71%			**Supplemental Cost** 2/2/2021 - 3.00%			Aggregate Debt Service Pre-Refunding			Less: Refunded Debt			11/17/2021 - 1.37%			Aggregate Debt Service Post-Refunding			52% Willow Park Debt Share			48% Hudson Oaks Debt Share		
	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service	Principal	Interest	Debt Service
2020	\$ 435,000	\$ 74,195	\$ 50,082	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 509,195	\$ -	\$ -	\$ 215,000	\$ -	\$ -	\$ 509,195	\$ -	\$ -	\$ 215,000	\$ -	\$ -	\$ 509,195	\$ -	\$ -
2021	435,000	74,195	50,082	-	297,468	297,468	-	-	297,468	806,663	(297,468)	509,195	215,000	68,242	283,242	806,663	(297,468)	509,195	215,000	68,242	283,242	806,663	(297,468)	509,195
2022	435,000	74,195	50,082	-	193,650	193,650	-	-	193,650	702,845	(193,650)	509,195	215,000	89,373	284,373	702,845	(193,650)	509,195	215,000	89,373	284,373	702,845	(193,650)	509,195
2023	435,000	74,195	50,082	-	191,250	191,250	-	-	191,250	860,445	(351,250)	509,195	215,000	86,678	286,678	860,445	(351,250)	509,195	215,000	86,678	286,678	860,445	(351,250)	509,195
2024	435,000	74,195	50,082	-	186,450	186,450	-	-	186,450	855,645	(346,450)	509,195	215,000	83,948	283,948	855,645	(346,450)	509,195	215,000	83,948	283,948	855,645	(346,450)	509,195
2025	435,000	74,195	50,082	-	181,575	181,575	-	-	181,575	855,683	(346,575)	509,195	215,000	81,218	281,218	855,683	(346,575)	509,195	215,000	81,218	281,218	855,683	(346,575)	509,195
2026	435,000	73,760	50,082	-	176,550	176,550	-	-	176,550	855,310	(346,550)	509,195	215,000	78,453	283,453	855,310	(346,550)	509,195	215,000	78,453	283,453	855,310	(346,550)	509,195
2027	435,000	73,064	50,082	-	171,375	171,375	-	-	171,375	854,439	(346,375)	509,195	215,000	75,621	285,621	854,439	(346,375)	509,195	215,000	75,621	285,621	854,439	(346,375)	509,195
2028	440,000	72,013	51,013	-	165,975	165,975	-	-	165,975	862,988	(350,975)	509,195	215,000	72,720	287,720	862,988	(350,975)	509,195	215,000	72,720	287,720	862,988	(350,975)	509,195
2029	440,000	70,605	51,013	-	160,350	160,350	-	-	160,350	860,955	(350,350)	509,195	215,000	69,766	284,766	860,955	(350,350)	509,195	215,000	69,766	284,766	860,955	(350,350)	509,195
2030	440,000	68,889	50,889	-	154,575	154,575	-	-	154,575	858,464	(349,575)	509,195	220,000	66,817	286,817	858,464	(349,575)	509,195	220,000	66,817	286,817	858,464	(349,575)	509,195
2031	445,000	66,919	51,919	-	148,650	148,650	-	-	148,650	860,569	(348,650)	509,195	220,000	63,814	283,814	860,569	(348,650)	509,195	220,000	63,814	283,814	860,569	(348,650)	509,195
2032	445,000	64,739	50,739	-	142,575	142,575	-	-	142,575	857,314	(347,575)	509,195	225,000	60,777	285,777	857,314	(347,575)	509,195	225,000	60,777	285,777	857,314	(347,575)	509,195
2033	450,000	62,367	51,237	-	136,275	136,275	-	-	136,275	863,642	(351,275)	509,195	230,000	57,671	287,671	863,642	(351,275)	509,195	230,000	57,671	287,671	863,642	(351,275)	509,195
2034	450,000	59,802	50,802	-	128,750	128,750	-	-	128,750	859,552	(349,750)	509,195	230,000	54,532	284,532	859,552	(349,750)	509,195	230,000	54,532	284,532	859,552	(349,750)	509,195
2035	455,000	57,041	51,041	-	123,075	123,075	-	-	123,075	860,116	(348,075)	509,195	235,000	51,358	286,358	860,116	(348,075)	509,195	235,000	51,358	286,358	860,116	(348,075)	509,195
2036	455,000	54,083	50,083	-	116,175	116,175	-	-	116,175	860,258	(351,175)	509,195	240,000	48,116	288,116	860,258	(351,175)	509,195	240,000	48,116	288,116	860,258	(351,175)	509,195
2037	460,000	50,949	51,049	-	109,050	109,050	-	-	109,050	859,989	(349,050)	509,195	240,000	44,840	284,840	859,989	(349,050)	509,195	240,000	44,840	284,840	859,989	(349,050)	509,195
2038	460,000	47,660	50,760	-	101,775	101,775	-	-	101,775	854,435	(346,775)	509,195	240,000	41,564	281,564	854,435	(346,775)	509,195	240,000	41,564	281,564	854,435	(346,775)	509,195
2039	465,000	44,214	50,214	-	94,275	94,275	-	-	94,275	858,489	(349,275)	509,195	250,000	38,220	288,220	858,489	(349,275)	509,195	250,000	38,220	288,220	858,489	(349,275)	509,195
2040	470,000	40,591	51,091	-	86,550	86,550	-	-	86,550	857,141	(346,550)	509,195	250,000	34,808	284,808	857,141	(346,550)	509,195	250,000	34,808	284,808	857,141	(346,550)	509,195
2041	475,000	36,787	51,787	-	78,600	78,600	-	-	78,600	860,387	(348,600)	509,195	255,000	31,361	286,361	860,387	(348,600)	509,195	255,000	31,361	286,361	860,387	(348,600)	509,195
2042	475,000	32,820	50,820	-	70,350	70,350	-	-	70,350	858,170	(350,350)	509,195	260,000	27,846	287,846	858,170	(350,350)	509,195	260,000	27,846	287,846	858,170	(350,350)	509,195
2043	480,000	28,738	50,738	-	61,875	61,875	-	-	61,875	855,613	(346,875)	509,195	260,000	24,297	284,297	855,613	(346,875)	509,195	260,000	24,297	284,297	855,613	(346,875)	509,195
2044	485,000	24,564	50,564	-	53,175	53,175	-	-	53,175	857,739	(348,175)	509,195	265,000	20,714	285,714	857,739	(348,175)	509,195	265,000	20,714	285,714	857,739	(348,175)	509,195
2045	490,000	20,298	51,298	-	44,175	44,175	-	-	44,175	858,473	(349,175)	509,195	270,000	17,053	287,053	858,473	(349,175)	509,195	270,000	17,053	287,053	858,473	(349,175)	509,195
2046	495,000	15,939	51,939	-	34,875	34,875	-	-	34,875	860,814	(349,875)	509,195	275,000	13,343	288,343	860,814	(349,875)	509,195	275,000	13,343	288,343	860,814	(349,875)	509,195
2047	500,000	11,487	51,487	-	25,275	25,275	-	-	25,275	861,762	(350,275)	509,195	280,000	9,589	289,589	861,762	(350,275)	509,195	280,000	9,589	289,589	861,762	(350,275)	509,195
2048	505,000	6,839	51,839	-	15,375	15,375	-	-	15,375	862,314	(350,375)	509,195	285,000	5,801	290,801	862,314	(350,375)	509,195	285,000	5,801	290,801	862,314	(350,375)	509,195
2049	510,000	2,321	52,321	-	5,175	5,175	-	-	5,175	862,496	(350,175)	509,195	285,000	1,945	286,945	862,496	(350,175)	509,195	285,000	1,945	286,945	862,496	(350,175)	509,195
2050																								
TOTAL	\$ 13,770,000	\$ 1,581,750	\$ 15,351,750	\$ 6,455,000	\$ 3,456,243	\$ 9,911,243	\$ 6,455,000	\$ 3,456,243	\$ 9,911,243	\$ 25,262,983	\$ (9,911,243)	\$ 15,351,750	\$ 6,860,000	\$ 1,420,513	\$ 8,280,513	\$ 23,632,263	\$ (12,288,777)	\$ 11,343,486	\$ 6,860,000	\$ 1,420,513	\$ 8,280,513	\$ 23,632,263	\$ (12,288,777)	\$ 11,343,486

Project Funds: \$ 13,400,000

\$ 6,343,192

November 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Willow Park, TX

PRELIMINARY TIMETABLE OF EVENTS

Issuance of Certificates of Obligation, Series 2021

Tue, 11/10	City Council meeting to consider a Resolution authorizing Notice of Intent to issue Certificates of Obligation
Friday, 11/13 & Friday, 11/20	First publication of Notice of Intent to issue Certificates of Obligation, and posting of Notice on City website, to occur at least 46 days prior to authorization of issuance. Second publication of Notice of Intent one week later.
Tue, 11/24	City confirms size and issuance structure
Wed, 11/25	Information for Preliminary Official Statement provided to HilltopSecurities by City
Wed, 12/2	Preliminary Official Statement in final form and submitted to rating agency
Week of 12/7	Call with Rating Agency
Tue, 12/29	Receipt of ratings
Mon, 1/11	Pricing and marketing of issues by underwriters, overseen by HilltopSecurities
Tue, 1/12	City Council regular meeting to consider action authorizing issuance of Certificates of Obligation and approving sale
Tue, 2/2	Closing; receipt of funds

November 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

Willow Park, TX
PRELIMINARY TIMETABLE OF EVENTS
Issuance of Tax Notes, Series 2021

- Tue, 11/24 City confirms size and issuance structure

- 12/1/2020 Distribute term sheets to prospective purchasers

- Tue, 12/15 Receipt of bids from prospective purchasers

- Tue, 12/22 City Council regular meeting to consider action authorizing issuance of Tax Notes and approving sale**

- Tue, 1/12 Closing; receipt of funds

Public Comment Period Clean Water & Drinking Water State Revolving Funds Draft Amended SFY 2021 Intended Use Plans

The TWDB is posting for public comment amended State Fiscal Year (SFY) 2021 Clean and Drinking Water State Revolving Fund Intended Use Plans (IUP).

The public comment period on the narrative portion of the IUPs ends on **December 16, 2020 at 5 P.M. CST**. These documents are available online:

- [Draft Amended SFY 2021 Clean Water SRF IUP](#)
- [Draft Amended SFY 2021 Drinking Water SRF IUP](#)

If you wish to present comments concerning the draft amended SFY 2021 SRF IUPs to the TWDB, you have three options:

1. Email comments to the following electronic mail address: iupcomments@twdb.texas.gov
2. Submit written comments to the following postal mail address:
Mr. Mark Wyatt
Director, Program Administration and Reporting
Texas Water Development Board
P.O. Box 13231
Austin, TX 78711
3. Attend a virtual public hearing. Details on attending the virtual public hearing will be posted on the TWDB website at <http://www.twdb.texas.gov/financial/index.asp>.

Brief Overview:

This year we anticipate an overwhelming response from entities requesting financial assistance from the State Fiscal Year (SFY) 2021 Clean Water and Drinking Water State Revolving Funds (SRFs). To extend our lending capacity and accommodate the financial needs of communities now and in the future, we have amended the SFY 2021 Clean and Drinking Water State Revolving Fund Intended Use Plans (IUPs). The revisions would apply to all entities that are invited to apply for 2021 SRF financial assistance.

Proposed amendments to the SFY 2021 IUPs include the following:

- Revising the available amount of funds to
 - \$250 million through the Clean Water SRF and
 - \$150 million through the Drinking Water SRF.

- Reducing the amount of available zero interest loans to \$15 million for both the Clean Water SRF and Drinking Water SRF.
- Suspending multi-year commitments for both the Clean and Drinking Water SRFs. The TWDB will consider when we may resume offering multi-year commitments in future years.
- Adjusting the maximum loan/bond commitment amount a project may receive to
 - \$44 million from the Clean Water SRF and
 - \$24 million from the Drinking Water SRF.
- Adjusting the maximum amount of equivalency funds available to
 - \$125 million from the Clean Water SRF, and
 - \$100 million from the Drinking Water SRF.
- Establishing deadlines to receive complete applications for both the Clean and Drinking Water SRFs.
- Revising the Clean Water SRF requirements for Emergency Relief funding.

Additional details about these amendments are available in the posted IUPs. As the SRF administrator for Texas, the TWDB's intent is to continue offering applicants the best financial rates and service within our capabilities and to keep both current and future needs in mind. We greatly appreciate your business and your interest in our programs.

If you have any questions, please feel free to contact Mark Wyatt, Director of Program Administration and Reporting, at 512-463-7052 or Mark.Wyatt@twdb.texas.gov or the following staff members:

Clean Water SRF Contact

Issa McDaniel at 512-463-1706 or Issa.McDaniel@twdb.texas.gov

Drinking Water SRF Contact

Caaren Skrobarczyk at 512-475-1128 or Caaren.Skrobarczyk@twdb.texas.gov



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: December 8, 2020	Department: City Admin	Presented By: Bryan Grimes
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AGENDA ITEM:

Discussion and Action: Review of Proposed Stormwater Drainage Fees and Set Date for Public Hearing on Stormwater Drainage Fee

BACKGROUND:

Derek Turner has previously presented the Stormwater Drainage Study. To initiate a fee and rate structure for Stormwater Utility Rates and Impact Fees, council will need to hold a public hearing and then will be required to take additional actions. Staff recommends setting the Public Hearing Date for January 12, 2021. Derek has also provided a one-page summary of the rate and fee structure, the costs to utility customers, and new developments.

Potential Motion: I move to set a Public Hearing on January 12, 2021 to establish a Stormwater Rate and Impact Fee by ordinance and resolution.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff recommends setting a date for a public hearing as referenced above.

EXHIBITS:

Resolution

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$

STORMWATER RATE

Proposed Rate

Residential \$5.50 per SFU

Institutional \$5.50 per SFU

Commercial \$0.0055 per s.f. of impervious area (\$5.50 per 1,000 s.f. impervious area)

1 SFU = 1,500 square feet of living area

2,000 Square Foot Home \$7.33 per month

3,000 Square Foot Home \$11.00 per month

4,000 square Foot Home \$14.67 per month

Example Income Calculation from Residential Fees

2,000 homes Averaging 2,500 s.f. per home \$220,000 per year

STORMWATER IMPACT FEE

Proposed Fee \$34.74 per stormwater service unit

1 Stormwater service unit = 1,000 s.f. of impervious area

Example Fee Calculations

A One Acre Commercial Development with 34,850 s.f. of Impervious Cover Pays \$1,210.62

A 50 Acre Single Family Residential Development with 50% Impervious Cover Pays \$37,831.86



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: December 8 2020	Department: Admin	Presented By: City Manager
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AGENDA ITEM:

Discussion of Street Improvement CIP—Prioritizing specific projects; potential funding solutions

BACKGROUND:

Derek Turner will provide an update on the Street Improvement CIP, with a primary discussion on Priority 1 and 2 projects, costs associated with those projects, and potential funding solutions for those projects.

This is a discussion only item. There will be no action taken on this item.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

Updated Street Improvement CIP (1st and 2nd Priorities) Cost Sheet
Street Improvement CIP Maps

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
Source of Funding	\$	



CITY OF WILLOW PARK

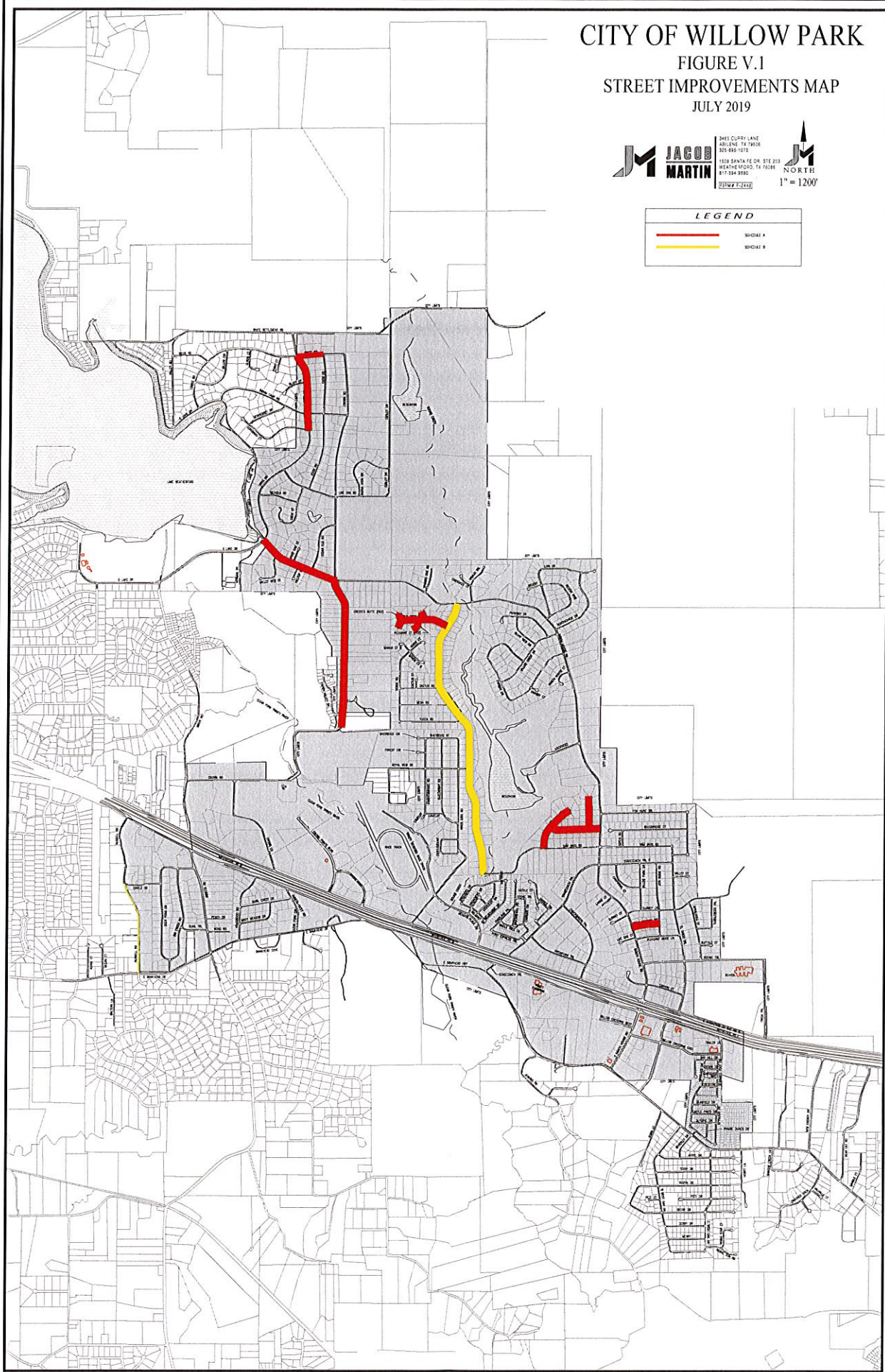
FIGURE V.1 STREET IMPROVEMENTS MAP JULY 2019

JACOB MARTIN 3465 CURRY LANE
ARLINGTON, TX 76010
817-586-0770

1028 SANTA FE DR. STE 203
HEATHTHORPE, TX 76064
817-584-9550
OFFICE # 22242

NORTH
1" = 1200'

LEGEND	
	NO-COST A
	NO-COST B



CITY OF WILLOW PARK

FIGURE V.1
STREET IMPROVEMENTS MAP
JULY 2019



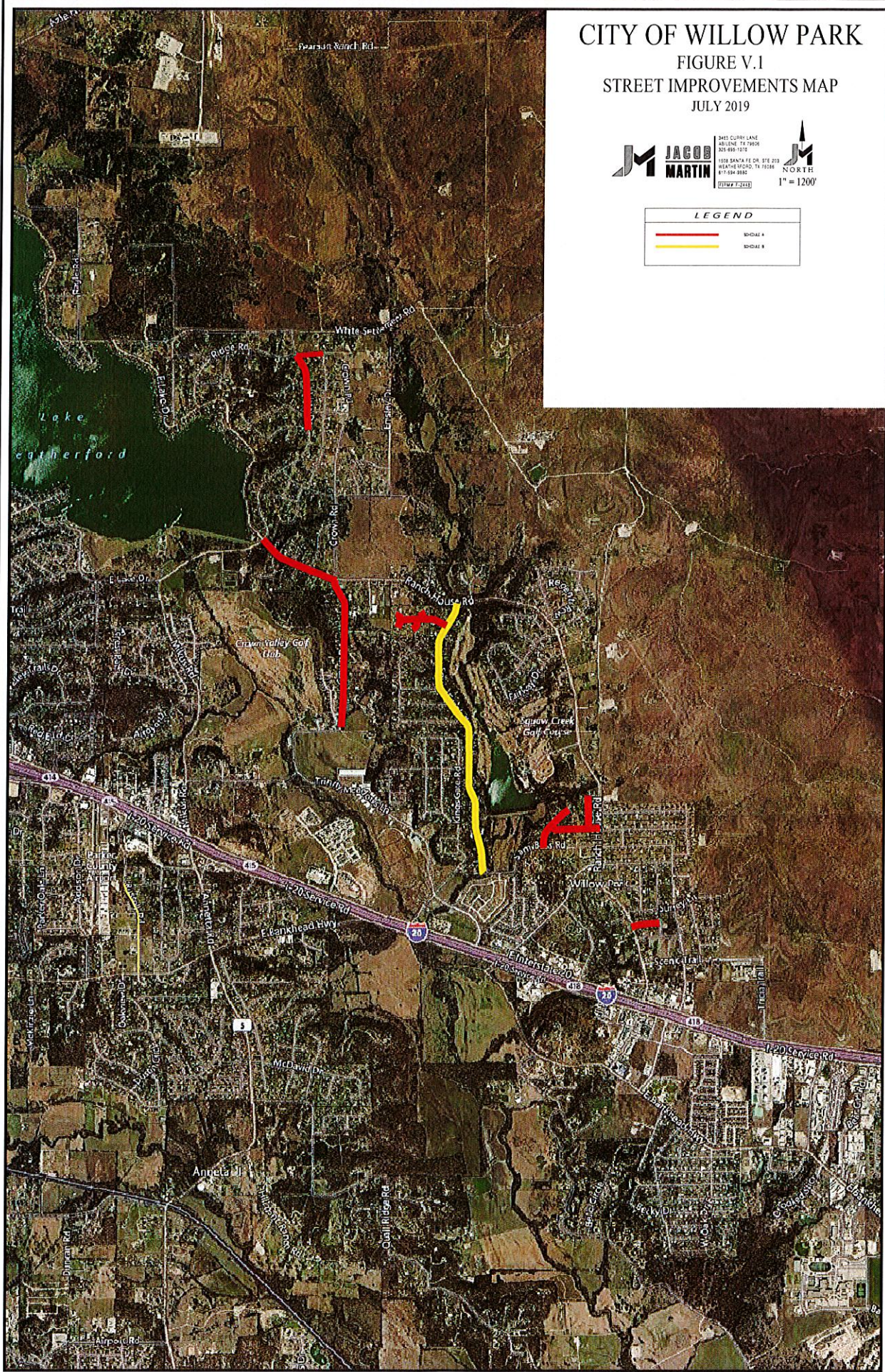
3425 CURRY LANE
ARBUCKLE, TX 76008
325-880-7670



1026 SANTA FE DR. STE 203
HEATH, TX 76064
817-534-9540
(DRAFT 7-2019)

1" = 1200'

LEGEND	
	NO. 4045 A
	NO. 4045 B



**PROJECTED 2021
STREET PROJECTS**

Priority	Street	Street (Start)	Street (End)	Linear Feet	Street Type	Type of Replacement	Overall
SCHEDULE A							
1	Old Ford Road	Squaw Creek Road	End	1,600	Local	Reconstruction	300,000
1	Ridge Haven Court	Old Ford Road	End	220	Local	Reconstruction	45,000
1	Pleasant Court	Old Ford Road	End	325	Local	Reconstruction	65,000
1	Crested Butte Court	Old Ford Road	End	230	Local	Reconstruction	47,000
1	Sam Bass Court	Sam Bass Road	End	1,300	Local	Reconstruction	243,750
1	Trinity Drive	Ranch House Road	Sam Bass Court	1,385	Local	Reconstruction	260,000
1	Trinity Court	Trinity Drive	End	900	Local	Reconstruction	168,750
1	Crown Road	Ranch House	City Limits	4,300	Arterial	Concrete	1,380,250
1	Ridge Road	Cook Road	Vista Drive	700	Local	Reconstruction	131,250
1	Vista Drive	Ridge Road	Coronado Court	2,250	Local	Reconstruction	421,875
2	Ranch House Road	Crown Road	Vista Drive	2,400	Arterial	Concrete	765,000
2	Mesa Springs Road	Ranch House Road	Jeri Ridge Road	800	Local	Reconstruction	150,000
SUBTOTAL							3,977,875
SCHEDULE B							
2	Squaw Creek Road	Ranch House Road	Sam Bass Road	8,000	Major Collector	Asphalt	2,080,000
SUBTOTAL							2,080,000
TOTAL							\$ 6,057,875.00



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Meeting Date: December 8, 2020	Department: Public Work- Water	Presented By: Michelle Guelker
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AGENDA ITEM

Discussion/ Action: Purchase of water meters

BACKGROUND:

The City has been looking into different water meters and meter reading systems that are more efficient than the City's current metering system, but also capable of providing a better customer experience.

Aqua Metric is a Sensus authorized dealer. A meeting was held between Aqua Metric Representatives and City Administration with the Director of Public Works in August of 2020.

After discussion of the needs of Willow Park, Aqua Metric provided a solution that includes replacing all of the current meters with new smart meters and installing 2 AMI base stations on the Fox Hunt and Willow Springs Oak EST. All work would be done by Aqua Metric and a 3rd party contractor would install the meters.

Sensus software is compatible with Tyler Incode, the City's new utility billing software and is currently being deployed in our neighboring cities, including the City of Fort Worth, Weatherford, Sensus would provide a customer portal, which would allow customers to go online and check their water usage, see if they have a leak, pay their bill, and most importantly, the customer would be able to control their usage.

The upgraded system would allow the City to meet several of its Best Management Practice requirements listed in the City's 2019 Water Conservation Plan, including metering of all new and existing connections, better and more accurate record keeping for the annual Water Loss Audit report, and greater public education.

STAFF/BOARD/COMMISSION RECOMMENDATION:

It is recommended that Council approve the purchase of the Sensus meters and meter read system, allowing half of the funding needed to be paid out of reserves and the remaining to be financed for 5 years at an interest rate of 2.49% with Government Capital Corp. It is also recommended that Council approve the Resolution allowing the financing of half of the cost of the meters with Government Capital.

EXHIBITS:

Sales Quote from Aqua Metric

ADDITIONAL INFO:	FINANCIAL INFO:	
		Cost
	Source of Funding	½ from reserves, ½ to be financed by Government Capital

Current Meters

- City has Badger meters, but not a cohesive way of reading the meters.
- It takes a minimum of 2 days to read meters.
- Out of 2100 meters
 - 550 Are considered hand read
 - 950 Are on the drive by system
 - 600 are on the cell read system

Issues with Current Meter Read Systems

- In Dec, 2020 the hand read system will no longer be supported or maintained by Badger.
- Over half of the drive by system does not read when Crews read each month, and it forces the crew member to take time and hand read the meters that are not reading.
- Less than a third of the cell meters actually read each month. Crew then has to go out and hand read these meters.

Hand reading leaves room for ERRORS.

Sensus Solution

- Replace all meters with new smart meters.
- Install 2 fixed base stations on Fox Hunt and Willow Spring Oak EST.
- Base Stations send signal to the meters, meters send signal back with the meter reading. Reading is then sent to City Hall and enters into the City's Utility billing software.

Customer Portal



VENEZIA,CARMINE
109 E Cedar Ln
DEMOVILLE, SA 96940

Customer ▾ 19431 Meter ▾ Rental

- Dashboard
- Usage Details
- Meters
- Settings

Billing Cycle Usage



Rental

3,688 Gallons
used this billing cycle

Billing Cycle Data

Current billing cycle

Dec 23 2019 to date
3,688 Gallons

Previous billing cycle

Nov 23 2019 - Dec 22 2019
3,426 Gallons

One year ago

Dec 23 2018 - Jan 22 2019
3,927 Gallons

Rental

3,688 Gallons
used this billing cycle

Alerts

- Multi-Day Usage War... Today 9:23 AM Rental
- Multi-Day Usage War... Yesterday 8:52 PM Rental
- Multi-Day Usage War... Yesterday 3:51 AM Rental

Rental

127
Alerts in the past 60 days

Notifications

No notifications found.

0 Notifications

Billing Cycle Threshold



On Target

As of 11:59 pm

Change or disable this threshold in [Usage Alerts](#)

Rental

82% consumed

Outdoor Watering

	6:00 am - 10:00 am	6:00 pm - 9:00 pm
S	Green	Green
M	Green	Green
T	Green	Green
W	Green	Green
T	Green	Green
F	Green	Green
S	Green	Green

Rental



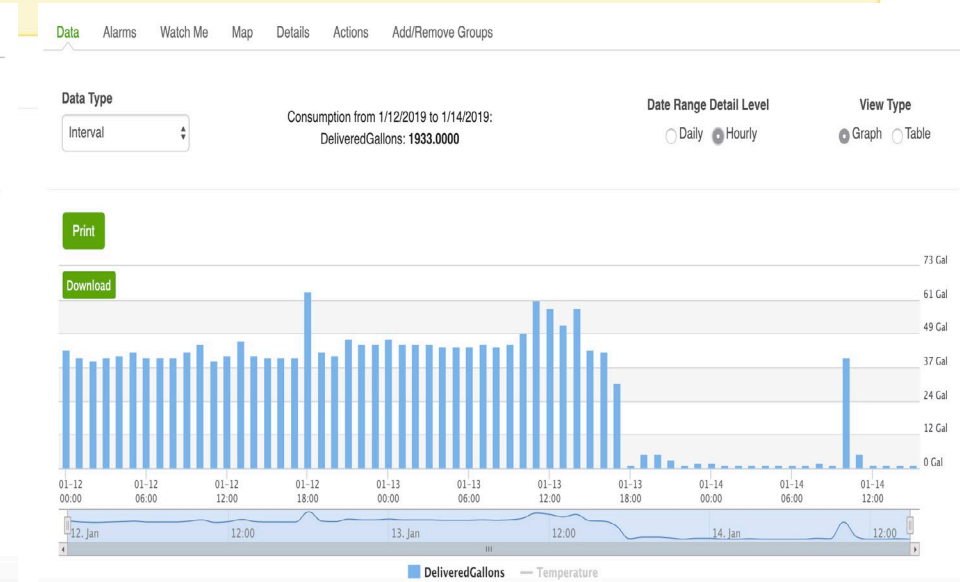
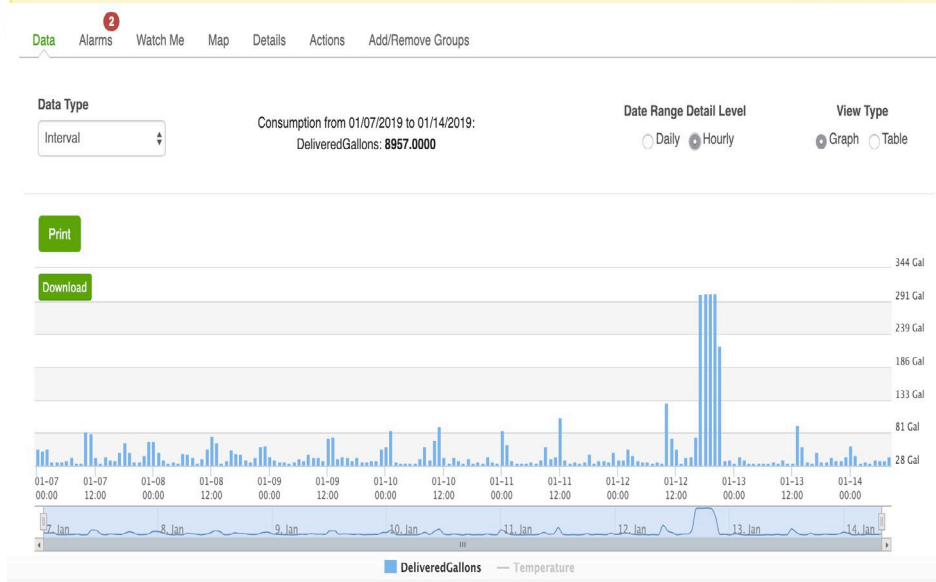
Sensus Analytics

Access

Admin | Alert Manager | Billing Access | Device Access | Report Access

Insight

Alarm Insight | Meter Insight | Service Management | Files Dashboard | Acoustic Monitoring | Hidden Revenue Locator



SENSUS ANALYTICS - POTENTIAL LEAK

Data Type

Interval

Consumption from 1/12/2019 to 1/14/2019:
DeliveredGallons: 1933.0000

Date Range Detail Level

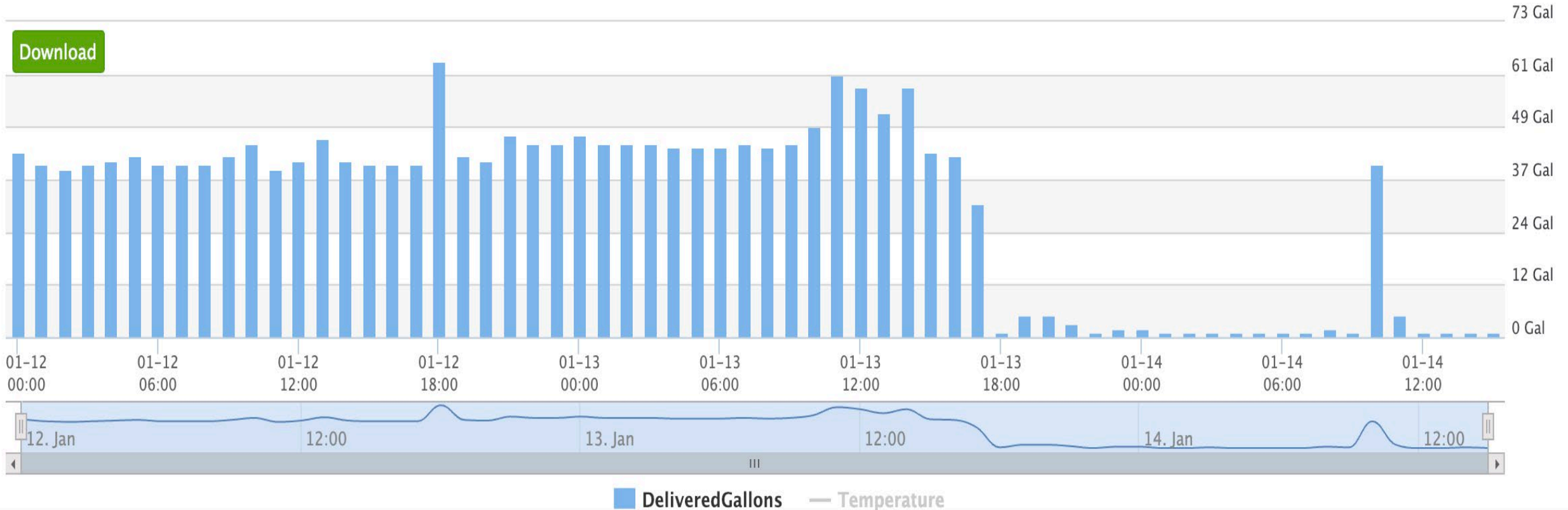
Daily Hourly

View Type

Graph Table

Print

Download



SENSUS ANALYTICS – REVERSE FLOW

Data Type

Interval

Consumption from 11/13/2018 to 11/15/2018:
DeliveredGallons: **-90.0000**

Date Range Detail Level

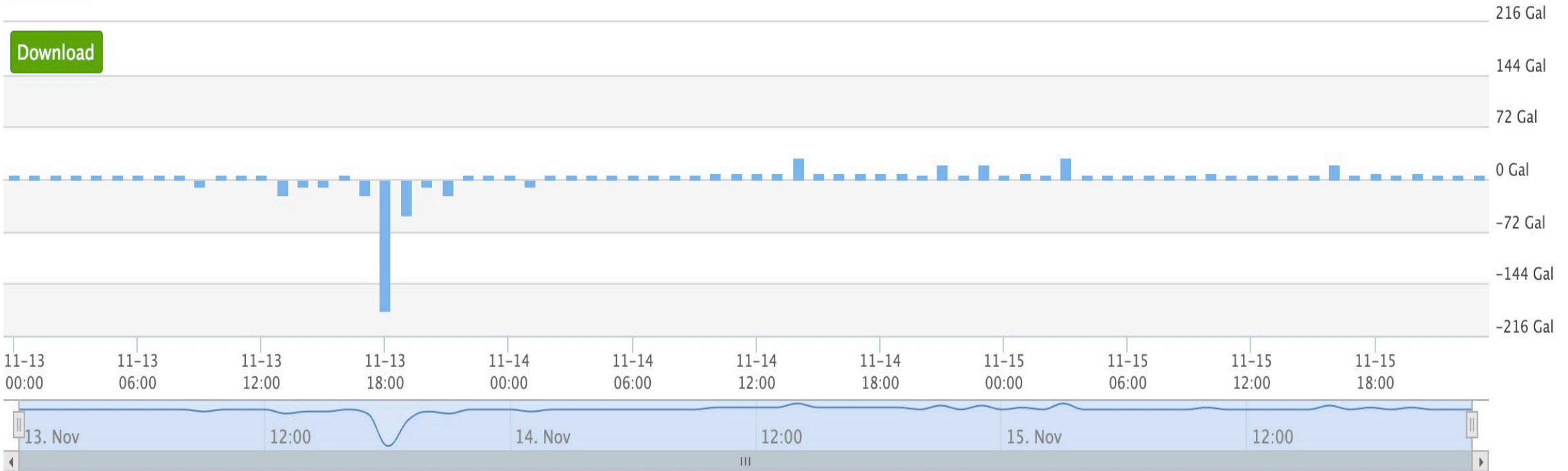
Daily Hourly

View Type

Graph Table

Print

Download



DeliveredGallons — Temperature

Meter Insight

Meter Insight was last updated at 17:55 PM on January 14, 2019

34126

Active Meters [i](#)

255

Orphaned Meters [i](#)

49

Inactive Usage [i](#)



524

Stale [i](#)



446

Almost Stale [i](#)



92

Unknown Radio [i](#)

391

No Read Available [i](#)

0

Min Threshold Exceptions [i](#)

0

Max Threshold Exceptions [i](#)



Aqua-Metric Sales Company

November 30, 2020

Kristy Segarra - Manager, Bids and Proposals
 16914 Alamo Parkway, Building 2 | Selma, TX 78154
 Phone: (210) 967-6300 | Facsimile: (210) 967-6305

Quote for: City of Willow Park, Texas
 Attention: Tomi Moore and Michelle Guelker
 Address: 516 Ranch House Road
 City, State, Zip: Willow Park, Texas 76087
 Phone: (817) 441-7108

Quantity	Description	Unit Price	Line Total
2	M400 Basestation ⁹	\$20,000.00	\$40,000.00
2	M400 Basestation Installation ^{9,10}	\$25,000.00	\$50,000.00
TBD	Basestation Magnetic Mounts, Price per Basestation, if Required ⁹	\$5,000.00	To Be Determined
2	Communication Backhaul ^{9,11}	\$1,000.00	\$2,000.00
1	Trimble TDC600 Hand Held	\$1,710.00	\$1,710.00
1	CommandLink Bluetooth Device	\$533.55	\$533.55
1	FieldLogic Communication Device	\$500.00	\$500.00
1	3096+ Mini Reader/Touch Reader Device	\$500.00	\$500.00
Setup and Configuration			
1	RNI SaaS Setup	\$7,072.00	\$7,072.00
1	RNI Core Education, Performed by Aqua-Metric	\$4,000.00	\$4,000.00
1	Sensus Analytics System Setup	\$3,333.00	\$3,333.00
1	Sensus Analytics Basic Integration ¹²	\$3,555.00	\$3,555.00
1	Sensus Analytics Training, Performed by Aqua-Metric	\$3,000.00	\$3,000.00
1	Consumer Portal System Setup	\$5,555.00	\$5,555.00
1	Consumer Portal CIS Integration Fee ¹²	\$11,111.00	\$11,111.00
1	Consumer Portal Training	\$2,000.00	\$2,000.00
3	Network Implementation, Monthly Fee ¹³	\$10,000.00	\$30,000.00
Recurring Annual Subscriptions. ^{7,8}			
1	Annual Hosted RNI Software-as-a-Service, Water Only ^{7,8}	\$6,592.25	\$6,592.25
1	Annual Sensus Analytics Enhanced, Water Only ^{7,8}	\$5,514.45	\$5,514.45
1	Annual Sensus Analytics Text Message Block, Water Only (Optional) ^{7,8}	\$280.00	\$280.00
1	Annual Consumer Portal Core (Minimum 1500 Users) ⁷	\$5,555.50	\$5,555.50
TBD	Annual Consumer Portal (Each Additional User > 1500) ⁷	\$2.40	To Be Determined
1	Annual Consumer Portal Unlimited Text Message Block for 1,500 Users (Optional) ⁷	\$200.00	\$200.00
2	Annual M400 Basestation Extended Warranty ^{7,9}	\$1,572.45	\$3,144.90
1	Annual Aqua-Metric Support ^{7,9}	\$10,000.00	\$10,000.00
Metering Product			
2100	3/4" SL iPERL Meter TR/PL USG	\$102.41	\$215,061.00
1260	520M Single Port SmartPoint Radio Transmitter	\$108.43	\$136,621.80
420	520M Dual Port SmartPoint Radio Transmitter	\$144.58	\$60,723.60
1	NovusCenter WOMS Setup Fee	\$7,500.00	\$7,500.00
2100	3/4" - 1" Water Meter Replacement with SmartPoint Activation	\$53.13	\$111,573.00
2100	In-Field Lid Modification: Drill Hole in Plastic Meter Box Lid	\$5.00	\$10,500.00
210	Water Meter Box Adjustment, Removal, or Replacement	\$62.50	\$13,125.00
1	Contingency Fund for Installation Incidentals	\$10,000.00	\$10,000.00

This quote for the product and services named above is subject to the following terms:

- All quotes are subject to the Aqua-Metric Terms of Sale.
 - Quote is valid for thirty days.
 - Freight allowed on single orders exceeding \$10,000.00.
 - Net Thirty Days to Pay
 - Returned product may be subject to a 25% restocking fee.
 - Sales Tax and/or Freight charges are approximated and may vary on final invoice.
 - Minimum 5 year term for SaaS Model with Annual 3% price increase
 - Pricing based on 2,100 Services
- Please refer to the enclosed Project Clarifications page for additional information.

Subtotal	\$761,261.05
Shipping & Handling	
Sales Tax	
Total	\$761,261.05

RESOLUTION

A RESOLUTION REGARDING A CONTRACT FOR THE PURPOSE OF FINANCING "WATER METERS".

WHEREAS, contingent upon the approval of the Attorney of City of Willow Park (the "Issuer"), the Issuer desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Water Meters". The Issuer desires to designate this Finance Contract as a "qualified tax exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF WILLOW PARK:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Water Meters".

Section 2. That the Finance Contract by and between the City of Willow Park and GCC is designated by the Issuer as a "qualified tax exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer will designate the City Administrator as an authorized signer of the Finance Contract by and between the City of Willow Park and GCC.

Section 4. That the City will use loan proceeds for reimbursement of expenditures related to the Property.

PASSED AND APPROVED by the Council for the City of Willow Park in a meeting held on the _____th day of December 2020

Issuer: City of Willow Park

Witness Signature

Doyle Moss, Mayor

Alicia Smith, City Secretary



December 2, 2020

Mr. Bryan Grimes
City of Willow Park
(817) 441-7108
bgrimes@willowpark.org

Dear Mr. Grimes,

Thank you for the opportunity to present proposed financing for City of Willow Park. I am submitting for your review the following proposed structure:

ISSUER:	City of Willow Park, Texas		
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005		
EQUIPMENT COST:	\$ 380,000		
ANNUAL TERM:	5 Payments	7 Payments	10 Payments
INTEREST RATE:	2.49%	2.57%	2.74%
PAYMENT AMOUNT:	\$ 81,770.26	\$ 60,007.82	\$ 43,958.51
PAYMENTS BEGINNING:	One year from signing, annually thereafter		

Financing for these projects would be simple, fast and easy due to the fact that:

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

Government Capital is registered with Texas Ethics Commission to be HB 1295 compliant. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

Stephanie Cates

Stephanie Cates
Client Services
CC: Kevin Lerner
Main: 817-421-5400



AGENDA ITEM BRIEFING SHEET

Meeting Date:	Department: Admin	Presented By: Bernie
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AGENDA ITEM:

Discussion/ Action: To consider and act on the appointment of members to the Parks Board

BACKGROUND:

2020 – James McKibbon and David Wagner served a one-year term on the Parks Board. As per the city ordinance the City Council will need to appoint to two applicants for the 2021 year to serve on the Parks Board.

STAFF/BOARD/COMMISSION RECOMMENDATION:

Staff received three applicants for the one-year expired term for the Parks Board.

1. Val
2. James McKibbon
3. David Wagner

EXHIBITS:

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	N/A
	Source of Funding	N/A



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: December 8, 2020	Department: City Admin	Presented By: Bryan Grimes
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AGENDA ITEM:

Discussion / Action: Refund of certain impact fees for Meadows Place Estates to Parker County Holdings, LLC

BACKGROUND:

Please find the attached agreement and spreadsheet relating to a refund of impact fees for Meadows Place.

Council may go into Executive Session to discuss this item.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

Meadows Place Spreadsheet

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
Source of Funding	\$	



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: December 8, 2020	Department: City Admin	Presented By: Bryan Grimes
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AGENDA ITEM:

Discussion / Action: Refund of certain impact fees for Meadows Place Estates to Parker County Holdings, LLC

BACKGROUND:

Please find the attached agreement and spreadsheet relating to a refund of impact fees for Meadows Place.

Council may go into Executive Session to discuss this item.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

Meadows Place Developer's Agreement
Meadows Place Spreadsheet

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$



CITY COUNCIL AGENDA ITEM BRIEFING SHEET

Council Date: December 8, 2020	Department: City Admin	Presented By: Bryan Grimes
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AGENDA ITEM:

Discussion / Action: Refund of certain impact fees for Meadows Place Estates to Parker County Holdings, LLC

BACKGROUND:

Please find the attached agreement and spreadsheet relating to a refund of impact fees for Meadows Place.

Council may go into Executive Session to discuss this item.

STAFF/BOARD/COMMISSION RECOMMENDATION:

EXHIBITS:

Meadows Place Developer's Agreement
Meadows Place Spreadsheet

ADDITIONAL INFO:	FINANCIAL INFO:	
	Cost	\$
	Source of Funding	\$

**PARKER COUNTY HOLDINGS, LLC
DEVELOPER'S AGREEMENT
MEADOW PLACE SUBDIVISION**

The Development Agreement (the "Agreement") is executed between the City of Willow Park Texas, (the "City") and Parker County Holdings, LLC (the "Developer") (each a "Party" and, collectively, the "Parties) effective March 30, 2016 (the "Effective Date").

Background

The Developer owns approximately 39.12 acres of land in the John Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas generally located west of Stage Coach Estates subdivision, south of Sam Bass Road and east of Kings Gate Road (the "Residential Property" or the "Development"), as shown on Exhibit A and described in Exhibit A-1. The Developer intends to develop the Residential Property with approximately 116 single-family residences (the "Residential Improvements") as depicted in a final plat submitted to the City for Meadow Place Addition.

This Agreement: (i) governs development of the Residential Property for single-family residential uses in accordance with "R-5" Single Family Residential Medium Density Zoning District regulations and applicable federal, state and local statutes, rules, and regulations; the City's Ordinances, the final plat, and approved construction plans; (ii) provides for payment of development or other fees and the construction and installation of certain critical and public improvements by the Developer, both onsite and offsite, as necessary to support the Development; and (iii) assures the completion and maintenance thereof.

SECTION 1. GENERAL REQUIREMENTS FOR THE DEVELOPER

- A. Completion Date of Development. The Developer agrees that water, sanitary sewer, storm drainage facilities and roads to serve the Residential Property as required to be constructed by the Developer on the Residential Property or to be financed in whole or part by the Developer in accordance with this Agreement, whether on or off the Residential Property (collectively, the "Improvements"), shall be completed no later than two and one-half (2½) years after the Effective Date. The Developer will provide a payment and performance bond to the City to secure the construction of the Improvements in accordance with this Agreement.
- B. Submittal of Drawings. Developer shall submit three (3) sets of record drawings and one (1) set of reproducible drawings for the Improvements prepared by the Developer's engineer to the City Administrator.
- C. Covenants Running With the Residential Property. The covenants contained herein shall run with the land comprising the Development and bind all successors and assigns of the Developer until all Improvements are complete and the City Administrator provides a letter of acceptance authorized by the City Council for the Improvements.
- D. Maintenance Bond for Public Improvements. The Developer shall provide to the City a maintenance bond on a form promulgated by the American Institute of Architects, the Engineering Joint Council Documents Committee or other standard form acceptable to the City that guarantees maintenance of all Improvements required by this Agreement for a period of not less than two (2) years following the date of acceptance by the City of the Improvement(s) which may be on one or

several days. The maintenance bond shall be in the amount of 100 percent of the final costs, including any changes thereto, for the Improvements.

- E. Performance Bond for Public Improvements. Developer and all contractors to whom Developer awards contracts for construction of the Improvements shall obtain one or more performance bonds payable to the City to ensure completion of the Improvements constructed by such contractor and will assign such performance bond to the City. Each performance bond shall be in the amount of 125 percent of the contract amount and any changes thereto. The bond amount may be reduced on a prorata basis if certain Improvements are accepted by the City prior to final completion, as evidenced by a letter of acceptance.
- F. Developer's Engineer. The Developer shall employ a civil engineer licensed to practice in the State of Texas, for the design, preparation of the plans, specifications and estimates for the construction of all Improvements.
- G. Contractor Approval. The City acknowledges that the contractors listed on Exhibit B are insured, licensed and bonded in accordance with City requirements and are acceptable to the City to perform work pursuant to this Agreement.
- H. Responsibility for Contractor/Subcontractor Fees. The Developer shall be responsible for all costs incurred in the procurement of services, labor and materials for all Improvements for which the Developer awards its own construction contract(s) or subcontracts.
- I. Maintenance of Residential Property During the Development Process.

(a) The Developer shall be responsible for mowing all grass and weeds, preventing runoff into the streets, removing debris and mud or other construction residue and generally maintaining each lot within the Residential Property in good and presentable condition (the "Lot Maintenance Obligations") until the first to occur of: (i) such lot is sold to a builder for construction of Residential Improvements; or (ii) a single-family residence constructed on the lot is sold. Upon the occurrence of (i) or (ii) the Developer's Lot Maintenance Obligations for the subject lot shall terminate, except for Developer's obligations described in subsection (c) below.

(b) The Developer has a duty to maintain all land (excluding lots, which are subject to subsection (a) above), streets and drainage areas within the Development or ancillary to the Development until the Improvements are accepted by the City. The streets shall be kept clean and free of construction residue, run off, sediment or debris at all times.

(c) The Developer shall make the Lot Maintenance Obligations a condition of sale of any portion of the Residential Property to builders for construction of Residential Improvements. If such builder does not take action 24 hours after receipt of written notice by the City to cure a violation of the Lot Maintenance Obligations, then such Lot Maintenance Obligations will remain the duty of the Developer to cure such violation within 72 hours after the City notifies the Developer of the builder's failure to perform.

(d) If the Developer fails to properly maintain the Residential Property, as set forth herein, or impose said duty on a purchaser, ten (10) days after written notice

or demand by the City, the City may contract for maintenance, clean up or general up keep service for the Residential Property, or portion thereof and invoice the Developer for the costs incurred. Should the invoice not be paid 30 days after sending the invoice to the Developer the City may:

- (i) file a lien on the Residential Property;
- (ii) withhold acceptance of any part of the subdivision containing the

Residential Property until the invoice is paid or;

- (iii) withhold any other approvals including building permits or certificates of occupancy for the Residential Property until the invoice is paid.

The City shall record a release of lien if one was recorded and provide a copy to Developer within 10 days after payment of all outstanding invoices.

J. Dedication of Property. If required by the City Administrator, any dedication to the City of real property as shown on a preliminary plat or final plat, including right-of-way and easements, shall include a metes and bound description for conveyance by separate instrument.

K. Impact Fees. The City shall assess and collect water and wastewater impact fees adopted by the City in accordance with Chapter 395, Local Government Code, for each single-family residence constructed on the Residential Property in the amounts set out below (the "Impact Fees"). Pursuant to state law, the Impact Fees for each residential lot are due and payable to the City when the City issues a building permit for such lot. The Developer has agreed to pay 25% of the water and wastewater Impact Fees, in the amount of \$129,286, to the City upon issuance by the City of the first building permit for a Residential Improvement (the "Impact

Fee Prepayment"). After consultation with the Developer concerning the use of such funds, the City will use the funds to construct Capital Improvements as defined by CHPT. 395, TEX GOV'T CODE, and identified in the City's Capital Improvement Plan. The City will collect a water impact fee of \$2,509.88 and a wastewater impact fee of \$1,948.26 prior to issuance of each building permit for a Residential Improvement until the City has collected water Impact Fees totaling \$291,146 and sewer Impact Fees totaling \$225,998 (including the Impact Fee Prepayment). Thereafter, the City shall not collect any additional Impact Fees for building permits issued for the Residential Property. These calculations are based on 116 single-family residential lots and will be adjusted if the lot count changes.

Impact Fees	5/8" Meter	Total Project (116 units)	25% Down
Water	\$2,509.88	\$291,146	\$72,786
Wastewater	\$1,948.26	\$225,998	\$56,499

SECTION 2. CONSTRUCTION PROCEDURES FOR THE DEVELOPER

- A. Engineering Standards. Developer agrees that all public works projects and Improvements to be completed by the Developer shall be constructed in accordance with the City's engineering standards and this Agreement.
- B. Conditions Prior to Construction of Improvements or Meadow Place Extension.
 Prior to authorizing construction of the Improvements, the City Engineer shall determine that all the following conditions have been met:
 - 1. The approved final plat reflects any City conditions for approval required by the City.

2. All required plans and contract documents, if any, shall have been completed and filed with the City for approval.
3. All necessary easements or dedications required for public facilities and improvements, as shown on the approved final plat, or otherwise required shall be conveyed solely to the City by either the final plat or by separate instrument.
4. All contractors participating in the construction shall be presented with a set of approved plans bearing the City Administrator's stamp or notation of release. These plans must remain on the job site at all times.
5. A complete list of the contractors, their representatives on the site, and telephone numbers where a responsible party may be reached at all times must be submitted to the City.
6. All applicable fees must be paid to the City, including, but not limited to Engineer's fee for review of construction plans and improvements at an hourly rate not to exceed \$125/Hour, up to an initial payment of \$5,000, with additional amounts as agreed to by the Parties.
7. The Developer or contractor must furnish to the City an insurance policy of general liability in the amount of \$1,000,000 naming the City as an additional insured, prior to the commencement of any work within the Development.
8. The Developer's contractors must furnish to the City a performance bond, as required by this Agreement. No approval of work on or in the Development shall be given by the City and no such work shall be initiated by the Developer or its contractors until the performance and payment bonds have been received and administratively approved by City staff.

9. The City acknowledges that Developer has performed initial site grading and site excavation on the Residential Property and that such acts are in compliance with this Agreement and City Council approval.

C. Inspections.

1. All Developer or agent work and construction of the Improvements shall be performed in compliance with the approved construction plans, which shall be drawn in accord with the standards specified in the North Central Texas Council of Governments "Public Works Construction Standards" (2004, or as amended). Proof of compliance shall be provided by independent testing. Developer, at its sole cost and expense, shall employ an independent testing laboratory agreed to by the City. Testing of the Improvements shall be performed at certain times and locations and results of the tests shall be submitted for review and acceptance by the City Engineer for compliance with approved construction plans. Testing shall be performed in accordance with the North Central Texas Council of Governments Public Works Construction Standards, October 2004, or the latest edition thereof. Testing standards include, but are not limited to, Item 203 - Site Preparation, Item 301 - Subgrade, Subbase, and Base Preparation, Item 303 - Portland Cement Concrete Pavement, Item 305 - Miscellaneous Roadway Construction (Concrete Curb and Gutter, Reinforced Concrete Headers), Item 502 - Appurtenances, Item 504 - Open Cut - Backfill, Item 506 - Open Cut - Water Conduit Installation, Item 507 - Open Cut - Wastewater Conduit Installation, and Item 508 - Open Cut - Storm Water Conduit Installation.

2. Construction of the Improvements to be completed by the Developer or agents shall be subject to inspection by the City. The Developer shall be responsible for completing and/or correcting any Improvements constructed by the Developer or agents that do not meet the City's construction standards, specifications, engineering standards or standards specified by this Agreement. Any change in design, a construction change order, or field change requested during construction shall be reviewed and approved by the City Engineer, at Developer's expense, prior to said change being implemented. Any and all changes approved shall require "as builts" to be submitted to the City.

3. Any tests which indicate non-compliance or variance from the project specifications or approved plans shall result in notification to the City and the contractor of the non-compliance. Non-compliant work must be remediated. Remediation shall continue until the non-compliance areas have been brought into compliance as indicated by additional testing and approval by the City Engineer, at Developer's expense.

SECTION 3. DEVELOPER'S CRITICAL INFRASTRUCTURE

A. Items designated Critical Infrastructure shall be constructed and completed in accordance with approved construction plans, including inspection and approval by the City, prior to the issuance of any building permit by the City for Residential Improvements within the Residential Property, except for the Offsite Line pursuant to Section 3(B)(2).

B. The following described improvements are hereby designated Critical Infrastructure related to or required for the Residential Property:

1. Water Line

- (a) The Developer will install a 12-inch line that runs generally east to west under or adjacent to Meadow Place Drive. Said 12-inch line's easterly terminus will be the east end of Meadow Place Drive where it intersects with the west bound access road of Interstate Highway 20. The westerly terminus will be at the intersection of Meadow Place Drive with Kings Gate Drive, at which point it will be connected to the existing 12-inch water line under Kings Gate Drive.
- (b) The Developer will make two (2) connections between the proposed 8-inch water lines internal to the Development and the existing 8-inch water line in Sam Bass Road. Such connections shall be near the intersection of Sam Bass Road and proposed Dubai Drive and near the northwest corner of the Development on the east side of Squaw Creek.

2. Sanitary Sewer Lines

- (a) The Developer shall construct a wastewater line terminating and capped at the intersection of Bass Meadow with Sam Bass Road at the north side of the Residential Property and extending south of the Residential Property to a tap or point of access with the City's existing east-west sewer main that connects to the Kings Gate lift station (the "Onsite Line"). The parties acknowledge that an 8-inch Onsite Line is required to serve the Residential Property. The Developer shall oversize the Onsite Line from 8-inch to 10-inch diameter. The City will pay for the increase of the material unit costs for the 10-inch line.
- (b) The City, at its expense shall test the approximately 300 feet of sewer main between the point of connection with the Residential Property sanitary sewer

line and the Kings Gate Road lift station (the "Offsite Line"). The City has determined that a portion of the 8-inch Offsite Line needs to be replaced with a 10-inch segment. The estimated segment of 8-inch line that needs to be replaced with 10-inch line is approximately 110 linear feet. It is the obligation of the City to acquire and provide the necessary linear feet of 10-inch sewer line and the Developer to remove the designated 8-inch line and install the 10-inch line connecting it to the City sewer main at the designated locations.

3. Storm Water --The storm water system for the Residential Property should be sufficient to prevent pooling or ponding in the streets and efficiently drain storm water offsite. The area drain, located at the south east corner of the Residential Property, that accepts flows from Stage Coach Estates, should be designed to efficiently channel the runoff into a single pipe storm system below ground that avoids pooling or ponding and does not create a hazardous condition. The storm water system for the Residential Property shall comply with approved plans.

4. Meadow Place Drive.

(a) Developer shall improve Meadow Place Drive from the intersection with the west bound access road of IH-20 adjacent to the easterly and south boundary of the Development to the western boundary of the Development as a 41 foot back-to-back 8-inch concrete connector street within 60 feet of right-of-way in accordance with construction plans approved by the City.

(b) The Developer shall improve Meadow Place Drive from the western boundary of the Residential Property to King's Gate Drive (the "Meadow Place Extension") by stabilizing the base and constructing a new 2-inch Hot Mix

Asphalt Concrete (HMAC) pavement surface on a 6-inch crushed limestone base. At the City's option, the Developer shall construct the Meadow Place Extension to the standards set forth in 4. (a) above, provided the City deposits into escrow the difference in cost between construction of the Meadow Place Extension to City standards and construction of 2-inch HMAC pavement on a 6-inch crushed limestone base prior to Developer's commencement of construction. The amount paid into escrow will be released to the Developer subsequent to the City accepting the Meadow Place Extension.

C. Completion – Critical Infrastructure must be completed and approved by the City (which shall not be unreasonably delayed or denied provided the Critical Infrastructure complies with all applicable requirements) prior to filing with the City an application for any building permit for the Residential Property.

1. Substantial Completion - The City may consider, on a case by case basis, a building permit application if:
 - a. All fees, costs and amounts owed to the City by the Developer, or companies or business entities thereof, are paid in full; and
 - b. The City makes a written finding of substantial completion of the Critical Infrastructure not complete after receiving from the Developer a written report on: status of construction, reason for non-completion, definitive time line to complete and an affidavit of fund availability to complete.
2. Completion Date – The Developer shall provide the City an estimated completion date for each Critical Infrastructure component prior to construction being

initiated. The City will notate "accepted" on each submittal if the estimated date is reasonable.

- D. Inspection – The City is entitled to inspect Critical Infrastructure plans, work during construction and prior to completion, and after completion. The City may request and the Developer will provide testing of materials, compaction, soil conditions, or other industry standard controls at the Developer's expense to assure quality control and completeness of work.
- E. Major Default – Failure to complete Critical Infrastructure in compliance with the terms of this Agreement constitutes a Major Default. Notice of a Major Default shall be given by the City to the Developer in writing. A Major Default occurs if:
1. Critical Infrastructure component is not completed and approved by the City on or before 2 and ½ years from the Effective Date; or
 2. An inspection by the City reveals non-compliance or variance from approved standards or specifications and the Developer fails to correct such non-compliance or variance within 60 days after notice from the City, or the Developer knows of such condition and does not disclose same to the City.
- F. Remedy – It is the duty of the Developer to cure any Major Default to the satisfaction of the City.
1. After notice of the Major Default has been provided to the Developer, the Developer has 60 days to cure the Major Default. The City may extend the period to cure in its sole discretion.
 2. Copies of all plans, specifications, work orders or other communication or documents relating to the cure shall be provided to the City.

3. If the Major Default is not cured to the satisfaction of the City, the City shall provide written notice to the Developer of such including the basis for the City's objections
- G. Enforcement – The City has various options for enforcement of the Developer's failure to cure a Major Default, which shall run with the land:
1. Stop or suspend all work on the Development until the Major Default is cured.
 2. Prohibit the assignment, sale or transfer of the Agreement, and obligations, and rights therein, until the Major Default is cured.
 3. The duty to cure any Major Default as noticed remains with the Developer, and shall survive any termination, amendment, or other modification of this Agreement.
 4. Deny any building permit or certificate of occupancy application until the Major Default is cured.
 5. After the period to cure has passed, the City may take any actions to cure the Major Default and the Developer shall be liable for any costs to cure a Major Default and enforcement of same.

SECTION 4. DEVELOPER'S ADDITIONAL PUBLIC IMPROVEMENTS

- A. Streets. All collector or interior streets within the Development shall be public and the right of way dedicated by the approved final plat. The streets shall be built in accordance with the construction plans approved by the City. The streets shall be constructed in accordance with City standards with standard six-inch integral curbs and a center crown that slopes out to the curb. Said construction shall be complete and approved by the City for all Residential Improvements in the Development prior to the issuance by the City of a building permit.

- B. Sanitary Sewer. The Developer, at its sole cost and expense, shall construct or cause to be constructed public on-site sewer facilities sized to serve the Residential Property in accordance with construction plans approved by the City. Said construction shall be complete and approved by the City for all Residential Improvements in the Development prior to the issuance by the City of a building permit.
- C. Water. The Developer, at its sole cost and expense, shall construct or cause to be constructed public on-site water facilities sized to serve the Residential Property in accordance with construction plans approved by the City. Said construction shall be complete and approved by the City for all Residential Improvements in the Development prior to the issuance by the City of a building permit.
- D. Street Lights. The Developer, at no cost to the City, shall cause Oncor Electric to construct and install street lights on all interior streets within the Development using lights approved by the City and Oncor with downward light shielding (the "Street Lights"). The lights shall be installed and functioning as the streets are developed.
- E. Street Signs. The Developer, at its sole cost and expense, shall construct or cause to be constructed and installed street and traffic signage on all interior streets within the Development per the City Subdivision Ordinance or this Agreement in accordance with the Texas Department of Transportation Manual on Uniform Traffic Control Devices (latest edition). The signs shall be installed and functioning as the streets are developed. No Parking signs for one designated side of each interior street shall be installed pursuant to instructions by the City.

- F. Dedication. On-site Improvements shall be dedicated to the City upon completion, inspection, approval and separate acceptance by the City. Upon acceptance by the City, Developer will provide a two (2) year maintenance bond to the City. Public street and roadway dedications shall include the conveyance of any temporary construction, utility, drainage, and slope easements, as required by the City Engineer.
- G. Maintenance. The Parties acknowledge that Oncor Electric will maintain the Street Lights. The City will maintain the Improvements upon dedication and acceptance by the City.

SECTION 5. CITY'S PUBLIC IMPROVEMENTS

- A. Sewer Treatment Facilities. The Residential Property will be served by City sewer.
- B. Water. The Residential Property will be served by City water, which currently is a groundwater based system. The City has advised Developer that the City is in discussions to obtain a source of surface water to serve customers within the City.
- C. Building Permits. Provided the Developer makes the Impact Fee Prepayment and complies with the other obligations of the Developer herein, the City shall not withhold issuance of building permits based on Section 212.131, et seq., TEX LOCAL GOV'T CODE.

SECTION 6. OTHER DEVELOPMENT REQUIREMENTS FOR THE DEVELOPER AND AGREEMENTS FOR DEVELOPMENT BY THE CITY

- A. REQUIREMENTS FOR THE DEVELOPER

1. Overhead Utility Lines and Poles. All utility lines constructed by the Developer or a third party on the Residential Property after the Effective Date shall be underground.
2. Compliance with Drainage Ordinances. The Developer shall at all times comply with all applicable drainage ordinances of the City and this Agreement.
3. Erosion Control. An erosion and sediment control plan, including a storm water pollution prevention plan (SWPPP), shall be developed, approved by the City, and implemented by the Developer. The streets or collectors constructed by the Developer shall be kept free from erosion, sediment soil or other debris by cleaning or sweeping them as required during the development of the Residential Property. The SWPPP shall prevent soil erosion from lots from being deposited into streets, rights-of-way, drainage ways or other private property. Developer shall remove such soil or erosion, sediment, debris or deposits on a daily basis. The City may notice the Developer to clear the soil, erosion, debris or sediment from the street, rights of way, drainage ways or other property and the Developer shall promptly comply but in no event more than 24 hours later. If the Developer does not remove the deposits within 24 hours, the City may cause the soil, debris or sediment to be removed at the sole expense of the Developer and assess a failure to comply fee.
4. Entry Signage. Developer, at its sole cost and expense shall construct a sign at the entrance of the Residential Property on Meadow Place Drive

approved by the City, which approval shall not be unreasonably delayed or denied, identifying the Meadow Place Development. The sign shall be compatible with the subdivision fencing at the entrance and contain only the subdivision name.

5. Development in Accordance with R-5 Residential Standards. The Residential Property shall be developed in accordance with the regulations of the City, including this Agreement and the R-5 Single Family Medium Density District zoning (see Ord. No. 703-15 as amended, attached hereto as **Exhibit C**). In the event of any conflict between this Agreement and any zoning ordinance adopted by the City Council subsequent to this Agreement that affects the Residential Property, this Agreement will prevail.

6. Additional Requirements.

(a) No building permit shall be issued until the City approves water quality tests confirming that the water lines constructed by the Developer in accordance with this Agreement are free of debris or other contaminants affecting water quality; the sanitary sewer has been tested and approved; and, all applicable fire code requirements are satisfied, including permanent installation of street signs with street names.

(b) This Agreement shall not excuse or relieve the obligation of the Developer or Developer's contractors in any way to acquire and maintain in force performance bonds and payment bonds acceptable to the City guaranteeing and agreeing to pay an amount equal to 125% of the value of the construction costs of all the facilities to be constructed by such contractors and providing for payment to

the City of the amounts required for the completion of construction of all Improvements.

(c) The Developer shall dedicate and convey to the City an approximately 4-acre tract shown on Exhibit D (the "Park Land") in full satisfaction of Developer's park dedication and improvement obligations for the Development, in lieu of the 1.13 acres depicted on the Preliminary Plat as Lot 5, Block A, which was previously designated as a public park and will be developed for single-family residences.

(d) The Developer and the City each need the other party to grant an easement. The City requests that the Developer grant a 20-foot easement across the north limits of the Residential Property to the City for construction of a gray water force main. The Developer requests that the City grant a defined drainage easement across the Park Land to the Developer for conveyance of stormwater from the tract south of Meadow Place Drive into Squaw Creek. The Developer and the City agree to make good faith efforts to conclude such easements by separate instrument.

SECTION 7. GENERAL PROVISIONS

- A. Acceptance of Dedications. No dedication of required public Improvements shall be accepted until the Developer's engineer has submitted three (3) sets of record drawings on electronic media in "AutoCad" and PDF format for the Improvements, including the location, dimensions and materials based on construction information received from the contractor(s) in accordance with applicable City requirements, including any change orders and accompanying "as built" to the approved

construction plans. Acceptance of dedication of the Improvements by City means that the Developer has transferred all rights to the defined public Improvements to the City for use and maintenance, except as relates to design defects or unknown construction flaws.

- B. Assignment. The Developer may assign this Agreement, after notice to the City, if the Critical Infrastructure has been completed and approved, provided the assignee assumes all obligations of the Developer.
- C. City's Remedies. If the Developer fails to construct, install or dedicate any of the required Improvements to be completed or maintain condition of the lots, streets or property within the Development pursuant to this Agreement, the City may, upon the Developer's receipt of written notice from the City specifying a default and upon failure of the Developer to cure the default within thirty (30) days following such notice:
1. Declare this Agreement to be in default and require specific performance of the construction, installation, dedication or maintenance, or payment for as applicable, the Improvements or conditions then in default.
 2. Suspend or deny any pending phase, or any building permit or certificate of occupancy when applied for until the Improvements then in default are completed and approved by the City and a document to that effect shall be filed with the City for the purpose of public notice.
 3. The Default Remedy applies to any default under this Agreement that is not covered by the Major Default Remedy provided to the City in Section 3 of this Agreement.

- D. Waiver. No covenant or condition of this Agreement may be waived without consent of the Parties. Forbearance or indulgence by the City or the Developer shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.
- E. Independent Contractor Status. The Developer acknowledges and agrees that the Developer or its contractor (whether one or more) is an independent contractor and not an officer, agent, servant or employee of the City; that the City shall have no control over the details of the work performed by them hereunder and all persons performing same except as otherwise provided herein; that the doctrine of respondent superior shall not apply as between the City and the Developer, their officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and the Developer.
- F. General Indemnity Provisions. The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of the Developer, its officers, agents, consultants, employees or invitees (collectively, the "Developer Parties") arising out of or in connection with the Developer's obligations pursuant to this Agreement. The Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers,

agents, consultants, employees and invitees in both their public and private capacities (collectively the "City Parties") from any and all such claims and demands. The Developer shall indemnify, defend and hold harmless the City Parties, from and against any and all claims, losses, damages, causes of action, suit and liability of any kind, including all expenses of litigation, court costs and attorneys' fees for injury to or death of any person or for any damage to any property arising out of or in connection with the error, omission, intentional or negligent acts of the Developer Parties under this Agreement or any and all activity or use pursuant to the Agreement. Such indemnification shall not apply to any claim, loss, and damage, cause of action, suit or liability that arises more than two (2) years after the written approval and acceptance of the Improvements by the City. However, nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

- G. Indemnity Against Design Defects. Approval of the City Administrator or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall

not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants, or employees. It is the intent of the Parties that approval by the City Administrator or other City employee, official, consultant, or officer signifies the City approval of only the general design concept of the improvements to be constructed. The Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, for a period of two (2) years after the written approval and acceptance of the Improvements by the City from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer designs and specifications to the extent prepared or caused to be prepared by Developer and incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any such suit or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection with such claims. The provisions of this indemnification are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other third party person or entity.

H. Venue. Venue of any action brought hereunder shall be in Parker County, Texas.

- I. Tax Exemptions. The City is an exempt organization under Section 151.309 of the *Texas Tax Code*. The City agrees to issue a tax exemption certificate to the Developer and to take other reasonable actions to ensure the Developer's purchases for construction of public improvements pursuant to this Agreement are tax exempt.
- J. Notices. Any notices given or required to be given pursuant to this Agreement shall be sent by regular U.S. mail or certified mail, return receipt requested, to the following:

TO THE CITY OF WILLOW PARK TEXAS:

City Administrator
City of Willow Park
516 Ranch House Road
Willow Park, Texas 76087

With a copy to:

Rider Scott
Anderson Tobin PLLC
One Galleria Tower
13355 Noel Road, Suite 1900
Dallas, Texas 75240

TO PARKER COUNTY HOLDINGS, LLC

Parker County Holdings, LLC
113 McKinzie Lane
Weatherford, Texas 76087
Attn: Jerry Stockon

Parker County Holdings, LLC
5354 Airport Freeway
Haltom City, TX 76117
Attn: Randy Pack

With a copy to:

Marcella Olson
Shupe Ventura Lindelow & Olson, PLLC
500 Main Street, Suite 800

Fort Worth, Texas 76102
Fax: 800.519.3768

- K. Effective Date. The Effective date of this Agreement is the date the last of the Parties sign. The Parties may sign in one or several counterparts.
- L. Third Party Beneficiaries. For purposes of this Agreement, including its intended operation and effect, the Parties (the City and Developer) specifically agree and contract that (1) the Agreement only affects matters between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with the City, Developer or both of them; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either the City or Developer.
- M. Authority to Act. The Parties each represent and warrant that the signatories on this Agreement are authorized to execute this Agreement and bind his/her principals to the terms and provisions hereof. Each party warrants that any action required to be taken in order for this Agreement to be binding on it has been duly and properly taken prior to the execution of this Agreement.

PARKER COUNTY HOLDINGS, LLC

By: 
Randy L. Pack, Manager

Date: 3/17/14

CITY OF WILLOW PARK

By: Richard Neverdousky
Richard Neverdousky, Mayor

Date: 3/30/2016

ATTEST:

[Signature]
City Secretary

FORM APPROVED BY:

[Signature]
City Attorney

THE STATE OF TEXAS

§
§
§
§
§

DEVELOPER

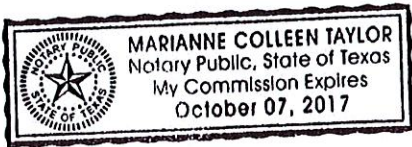
COUNTY OF PARKER

Johnson

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Randy L. Pack, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Manager of PARKER COUNTY HOLDINGS, LLC, and has authority to enter into this Developer's Agreement on behalf of PARKER COUNTY HOLDINGS, LLC and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of March, 2016.



Marianne Colleen Taylor
Notary Public in and for the State of Texas

THE STATE OF TEXAS

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§
§
§
§

CITY OF WILLOW PARK

COUNTY OF PARKER

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Richard Neverdousky, Willow Park Mayor, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that same was the act of the City of Willow Park, and that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

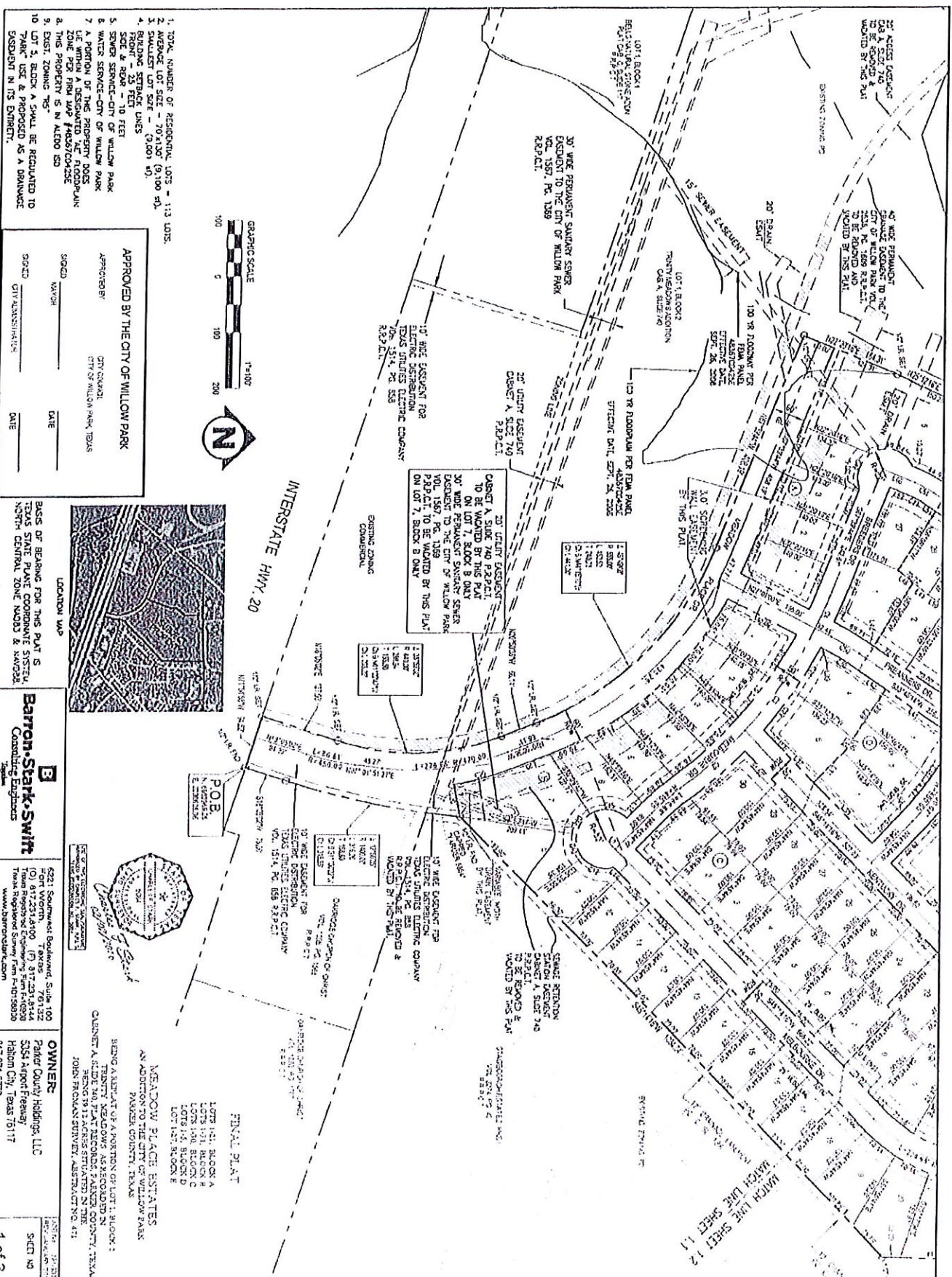
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 30th day of March



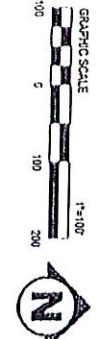
Candice J. Scott
Notary Public in and for the State of Texas

EXHIBIT A

Map of Residential Property



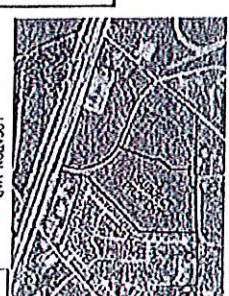
1. TOTAL NUMBER OF RESIDENTIAL LOTS - 113 LOTS.
2. ADDRESS LOT SIZE - 70'x130' (9,100 sq ft).
3. BUILDING SETBACK - 25 FEET.
4. FRONT - 25 FEET.
5. SEWER SERVICE-CITY OF WILLOW PARK.
6. WATER SERVICE-CITY OF WILLOW PARK.
7. A PORTION OF THIS PROPERTY DOES NOT WITHIN A DESIGNATED 'A-F' FLOODPLAIN.
8. THIS PROPERTY IS IN AFD00 ISO.
9. EXIST. ZONING IS 'R-1'.
10. LOT 5, BLOCK A SHALL BE REGULATED TO MEADOW PLACE & PROPOSED AS A DRAINAGE ESCAPEMENT IN ITS ENTIRETY.



APPROVED BY THE CITY OF WILLOW PARK

APPROVED BY: _____
 CITY CLERK
 CITY OF WILLOW PARK, TEXAS

DATE: _____



LOCATION MAP

BASES OF BEARING FOR THIS PLAN IS TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE NAD83 & NAD82.

Barron-Stark-Switt
 Consulting Engineers

5221 Southmeade Boulevard, Suite 100
 Fort Worth, Texas 76132
 (817) 251-3300 (F) (817) 251-3344
 Texas Registered Survey Firm #1078880
 www.barronstarkswitt.com

OWNER:
 Parker County Holdings, LLC
 5354 Airport Freeway
 Haltom City, Texas 76117
 817-317-6775

MEADOW PLACE ESTATES
 AN ADDITION TO THE CITY OF WILLOW PARK
 PARKER COUNTY, TEXAS

BEING A PART OF A PORTION OF LOT 1, BLOCK C
 QUINCY A. ALLEN NO. 1242 RECORDED IN THE
 PUBLIC RECORDS OF PARKER COUNTY, TEXAS
 BEING 79.11 ACRES SITUATED IN THE
 JOHN RICHARDSON SURVEY, ABSTRACT NO. 411.

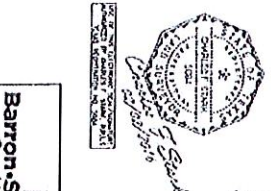
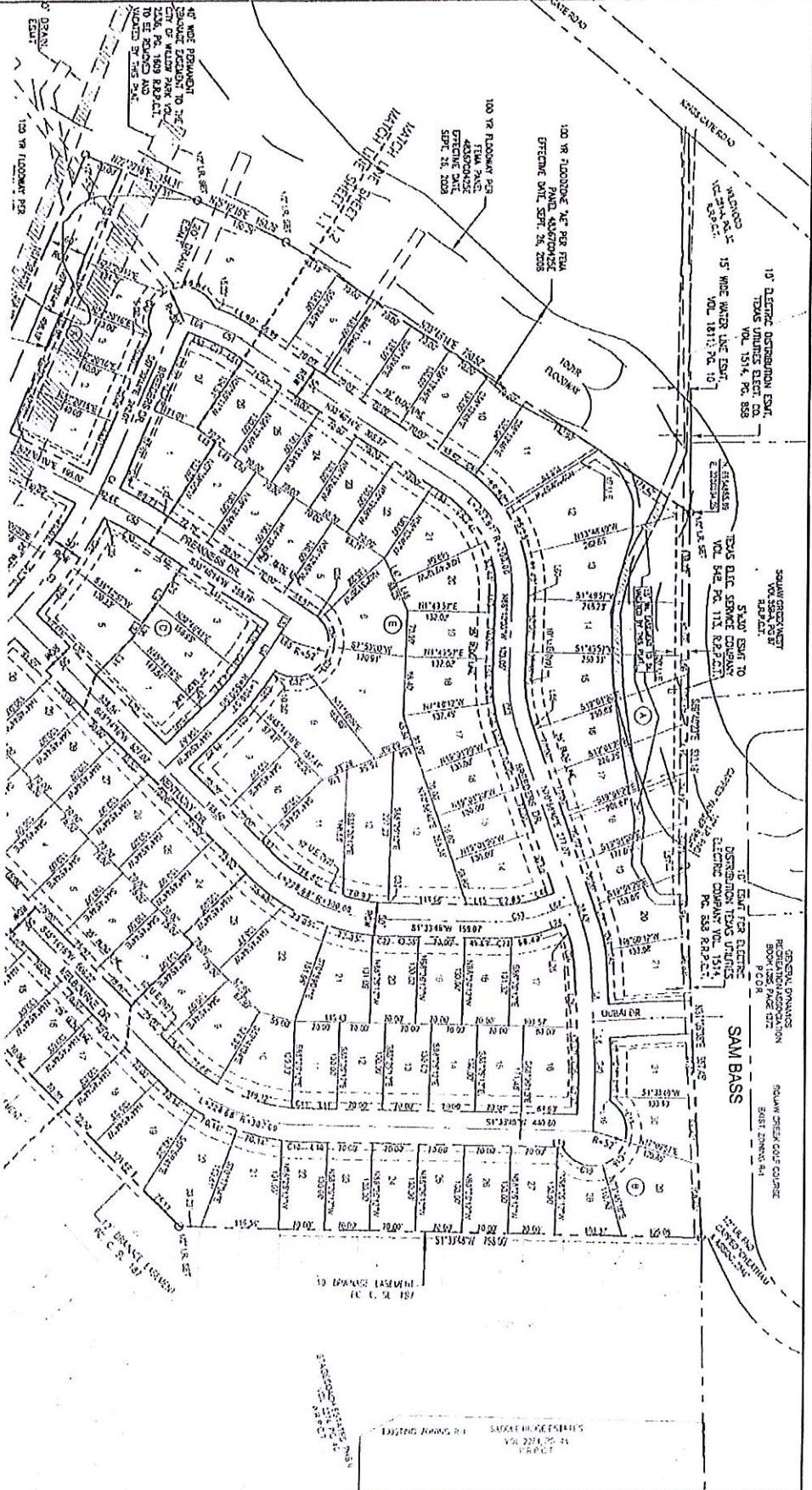
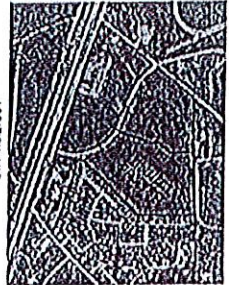
APPROVED BY THE CITY OF WILLOW PARK

APPROVED BY _____ CITY COUNCIL
CITY OF WILLOW PARK, TEXAS

SEAL NO. _____ DATE _____

SEAL NO. _____ DATE _____

SEAL NO. _____ DATE _____



BASE OF BEARING FOR THIS PLAT IS
TEXAS STATE PLANE COORDINATE SYSTEM
NORTH CENTRAL ZONE NAD83 & NAD83

OWNER:
Palmer County Holdings, LLC
Palmer County Holdings, LLC
5354 Airport Freeway
Hobbs, TX 75841
817-571-6775

BEING A PART OF A PORTION OF LOT 1, BLOCK 2,
MEADOWS AS RECORDED IN
CABINET A, PAGE 102, RECORD 1,
MEADOWS 11 ACRES SITUATED IN THE
JOHN F. ROYAN SURVEY, ABSTRACT NO. 31,
PALMER COUNTY, TEXAS

MEADOW PLACE ESTATES
AN ADDITION TO THE CITY OF WILLOW PARK
PALMER COUNTY, TEXAS

Baron-Stark-Swift
Consulting Engineers
5231 Southwest Boulevard, Suite 102
Dallas, TX 75225
(214) 343-7274
Texas Registered Consulting Firm License
0000000000
www.baronstarkswift.com

2 of 3

Exhibit A-1

Legal Description of Residential Property

Being a 39.12 acre tract of land situated in the John Froman Survey, Abstract No. 471, City of Willow Park, Parker County, Texas and being a portion of Lot 1, Block 2 Trinity Meadows, an addition to the City of Willow Park, Texas as recorded in Cabinet A, Slide 740, Plat Records Parker County, Texas and being more particularly described by metes and bounds as follows;

Beginning at a ½ inch found iron rod being the southwest corner of of a tract of land conveyed to OakRidge Church of Christ as recorded in Volume 1895, Page 1565, Plat Records, Parker County, Texas, said point also being in the north line of Interstate Highway 20, a variable width right-of-way;

Thence North 71° 54' 58" West, with the north line of Interstate Highway 20, a distance of 94.52 feet to a ½ inch set iron rod;

Thence North 18° 05' 02" East, leaving the north line of Interstate Highway 20, a distance of 137.93 feet to a ½ inch set iron rod for the beginning of a curve to the left having a radius of 440.00 feet;

Thence along said curve to the left an arc distance of 298.94 feet, through a Central Angle of 38°55'38" whose long chord bears North 01° 22' 47" West a distance of 293.22 feet to a 1/2 inch set iron rod;

Thence North 20° 50' 36" East a distance of 66.14 feet to a ½ inch set iron rod for the beginning of a curve to the left having a radius of 555.00 feet;

Thence along said curve to the left an arc distance of 453.52 feet, through a Central Angle of 46°49'08" whose long chord bears North 44°15'10" West a distance of 441.00 feet to a ½ inch set iron rod;

Thence North 67° 39' 44" West a distance of 408.19 feet to a ½ inch set iron rod;

Thence North 22° 20' 16" East a distance of 184.31 feet to a ½ inch set iron rod;

Thence North 25° 12' 16" East a distance of 150.28 feet to a ½ inch set iron rod;

Thence North 33° 46' 14" East a distance of 750.52 feet to a ½ inch set iron rod, said iron rod being in the south line of Sam Bass Road;

Thence South 89° 40' 23" East, with the south line of Sam Bass Road, a distance of 533.18 feet to a ½" inch found iron rod;

Thence North 87° 08' 38" East, with the south line of Sam Bass Road, a distance of 557.45 feet to a ½ inch found iron rod, said point being the most northerly northwest corner of Lot 43, Block A

of Stagecoach Estates Phase II, an addition to the City of Willow Park as recorded in Volume 2274, Page 46 Plat Records, Parker County Texas;

Thence South $01^{\circ} 33' 48''$ West, with the Lot 1, Block 2/Stagecoach Estates common line, a distance of 798.00 feet to a $\frac{1}{2}$ inch found iron rod;

Thence South $45^{\circ} 14' 16''$ West, continuing with the Lot 1, Block 2/Stagecoach Estates common line, a distance of 1084.04 feet to a $\frac{1}{2}$ inch found iron rod for the beginning of a non-tangent curve to the right having a radius of 1400.00 feet;

Thence along said non tangent curve to the right an arc distance of 316.26 feet through a Central Angle of $12^{\circ} 56' 35''$ whose long chord bears South $11^{\circ} 36' 22''$ West a distance of 315.59 feet to a $\frac{1}{2}$ inch set iron rod;

Thence South $18^{\circ} 05' 02''$ West a distance of 75.00 feet to the POINT OF BEGINNING and containing 1,704,173 square feet, 39.12 acres of land, more or less.

Approved Contractors

Thomas Excavation	Earthwork
Con Nan Company	Utilities
Stabile & Winn	Paving

EXHIBIT 'B'

EXHIBIT C
Ordinance 703-15

CITY OF WILLOW PARK

ORDINANCE NO. 704-15 703-15

AN ORDINANCE PROVIDING FOR AN AMENDMENT TO CHAPTER 12 "ZONING REGULATIONS", ARTICLE 12.500 "USE RESTRICTIONS AND ZONING REGULATIONS", BY AMENDING SECTION 12.505(a) "CLASS II- RESIDENTIAL: 'R-5' SINGLE FAMILY, HIGH DENSITY" ZONING CLASSIFICATION; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE

WHEREAS, the City of Willow Park is a municipal corporation organized under the laws of the State of Texas; and

WHEREAS, it is intent of the City of Willow Park to protect the health, safety and welfare and well-being of its citizens; and

WHEREAS, the City is pursuant to §211.002 delegated the authority to adopt, amend or repeal zoning regulations that provide for the health, safety and general welfare of the City; and

WHEREAS, pursuant to §211.003 TEX LOCAL GOV'T CODE the City may regulate the height, number of stories, size of buildings and other structures including maximum height, maximum lot area, dwelling units per acre, gross living area, yard setback, screening and use of structures; and

WHEREAS, the Planning and Zoning Commission of the City of Willow Park conducted a public hearing consistent with §211.006(a), TEX LOCAL GOV'T CODE providing for the amendment of zoning regulations including notices required by law.

NOW THEREFORE: BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WILLOW PARK, TEXAS:

SECTION 1. AUTHORITY

The Mayor, appropriate City Official, or Mayor's designee is hereby authorized and directed to implement the applicable provisions of this Ordinance.

SECTION 2. AMENDMENT

Chapter 12, ZONING REGULATIONS" Article 12.500 "USE RESTRICTIONS AND ZONING REGULATIONS" is amended, as follows:

"§12.505(a) CLASS II- Residential: 'R-5' Single Family High Medium Density District

A. Use Regulations: The 'R-5' Single Family High Medium Density District will be limited to the following uses:

1. Application to large parcels of land to be used for the development of single family residential uses which require approval of the Planning and Zoning Commissions and City Council.
2. All homes shall be site-built homes only.

B. Zoning Standards: are set accordingly unless specified otherwise in this ordinance (the more stringent applying).

1. Maximum height: Two (2) stories, but not to exceed thirty (30) feet.
2. Minimum lot area: ~~ten nine (10,000)~~ (9,000) thousand square feet.
3. Maximum family dwelling units: Six (6) dwelling units per acre.
4. Minimum gross living area: The following ranges must be followed per each defined subdivision: 20% 50% 1,500 - 1,700 2,000 square feet; 30% 1,701 - 1,900 square feet; 50% greater than 1,900 2,000 square feet.
5. Front yard setback: Twenty-five (25) feet, from the edge of the sidewalk closest to the residence.
6. Rear yard setback: Ten (10) feet.
7. Side yard setback: Ten (10) feet.
8. Maximum lot coverage by structure: Forty-five percent (40%); (45%).
9. Required parking: Two (2) car attached garage per dwelling unit. Front entrance garages require divided garage doors.

Detached garages with alley access are permitted on lots larger than ¼ acre.

10. Required screening: Rear and rear-side yards shall be enclosed with Six (6) foot masonry or wooden screening. Wooden screening shall be built with steel reinforced concrete footer which shall be four (4) inches above grade, four (4) inches below grade and a minimum six (6) inches wide. Footer shall have drainage holes as necessary. Screening poles shall be metal. All screening shall be uniform throughout individual subdivisions. Developments done in phases shall ensure that screening is complimentary in style and colors.
11. Minimum masonry coverage: One hundred percent (100%) below highest top plate. Fireplaces and chimneys must be 100% masonry.
12. Landscape requirements: Front and front side yards shall be sodded. The front yard shall have minimum of two (2) trees with minimum three (3) inch trunk diameter as measured twelve (12) inches above the ground and a minimum of six (6) shrubs. Said shrubs shall be a minimum of five (5) gallons at the time of planting. At time of planting, trees shall not be placed nearer than six (6) feet on center.
13. Architectural Relief Required: The outside shape of a dwelling unit shall contain a minimum of five (5) outside corners with a minimum wall length of two (2) feet.
14. Repetition of Building Form:

(a) Repetition of Facade: No front building elevation or plan for a primary structure shall be repeated ~~within a block face (including both sides of the street) or within any three hundred (300) feet~~ contiguous lots along a street or streets.

i. "Block Face" means lots taking access from a street that are contiguous to each other and that are not separated by a street.

ii. The three hundred (300) foot distance along a street shall be measured from the centerline of the street on which the proposed structure faces at a point perpendicular to a the center point of the lot to contain the structure, thence along the centerline of such

street or along an intersecting street for a distance of three hundred (300) feet.

(b) Criteria for Determining Difference in Elevation: A front building elevation or elevation plan shall be considered: repeated if it is not visually different from another front building elevation or elevation plan. A front building elevation or elevation plan shall be considered visually different if any three (3) of the following five (5) criteria are met:

i. "Block Face" means lots taking access from a street that are contiguous to each other and that are not separated by a street.

ii. There is a difference in roof pitch of two (2) inches per twelve (12) inches or greater;

iii. Articulations in the front facade, i.e., the planes that advance or recede from the line of the main facade by three (3) or more feet, vary in height or width by a minimum of fifteen (15) percent;

iv. The articulation of windows shall vary a minimum of two (2) of the following methods:

a. The aggregate area of windows on the front facade varies by at least fifteen (15) percent;

b. The distance between two (2) or more windows varies by at least ten (10) percent; or

c. The shape of two (2) or more windows varies in width or height or radius by at least fifteen (15) percent.

v. The size and shape, or mix, or masonry units (i.e. individual bricks or blocks of stone) are noticeable different. "Noticeable different" as specified herein shall mean at least a fifteen (15) percent variance in size, shape or mix.

(c) Reversal of a Building Plan: A front building elevation plan may be reversed once within a block face (including both sides of the street) or within three hundred (300) feet along a street or streets in order to meet the criteria as specified in (2) (a) and (2) (b) of this section: provided that in such event, criteria (2) (c) and (2) (d) must also be satisfied.

(d) Variations not considered: Variations in the following characteristics shall not be considered in determining whether a building elevation for a primary structure is dissimilar:

- i. Color, or
- ii. Roofing materials.

(c) Determination by Building Official:

i. The Building Official shall have discretion to approve minor variations in the requirements of this section, so long as those variations are consistent with the overall intent of this section.

ii. The following process shall be used to approve a front building elevation plan:

a. The applicant shall submit a dimensioned rendering of the front building elevation to the Building Official.

b. The Building Official shall determine the elevation plan's compliance with this section and issue an elevation plan approval letter or disapproval letter to the applicant.

c. The applicant shall prepare and submit construction plans to the Building Official, who shall process the plans in accordance with City ordinances and policies.

d. The elevation plan approval letter, if issued, shall remain in effect until the completion of the construction plan approval process and the issuance of the building permit for the proposed structure.

e. Complete construction plans shall be submitted to the Building Official within thirty (30) calendar days of the date of the approval

letter. If construction plans are not submitted within such period, the elevation plan approval expires.

f. Construction plans shall be consistent with the approved elevation plan. If construction plans are inconsistent, consistent plans shall be submitted or a new elevation plan must be approved for the construction plans under the criteria of this section.

(f) Minimum Roof Pitch Required: A minimum 7:12 roof pitch is required for each primary structure.

(g) Minimum Overhang Required: Each primary structure must be constructed with a roof overhang of not less than twelve (12) inches as measured from the finished exterior building facade to the soffit.

(h) Roofing System Required: Installed roofing shingles must consist of dimensional shingles with a minimum manufacturers rating of twenty (20) years. Roofing systems or materials exceeding the standards established herein may be used pursuant to approval by the Building Official or his designee.

C. Special Regulations:

1. Portable trailers may be used as offices or storage trailers located within a new sub-development subject to the following provisions;

- (a) No more than one (1) trailer per platted sub-division
- (b) Trailer must be located at least one hundred fifty (150) feet from any occupied residence
- (c) A time limit of one (1) year

2. All streets shall be constructed of concrete, with curb and gutter and adjacent sidewalks.

3. Connectivity to adjacent subdivisions or commercial areas must be provided.

4. Amenity provisions

- (a) Pocket parks or subdivision specific green space
- (b) Benches in common areas
- (c) Enhanced landscaping
- (d) Enhanced lighting, where appropriate
- (e) Trees planted along streets or roadways

- (f) Home Owner Association shall maintain all common area or common to all amenities
- (g) All utilities shall be buried underground

SECTION 3. SEVERANCE

If for any reason any section, paragraph, subdivision, clause, phrase or provision of the Ordinance shall be held invalid, it shall not affect any valid provisions of this or any other Ordinance of the City of Willow Park to which these rules and regulations relate.

SECTION 4. RECITALS

The City Council hereby finds and declares all precatory language herein to be true and correct and approves and adopts the same herein as part of the Resolution.

SECTION 5. PUBLICATION

The City Secretary of the City of Willow Park is hereby directed to publish in the official newspaper of the City of Willow Park the caption hereof and effective date of this ordinance as required by §52.001 of the LOCAL GOVERNMENT CODE.

SECTION 6. EFFECTIVE DATE

This Ordinance shall take effect from and after the date of its publication as provided in Section 5 hereof.

PASSED AND APPROVED this 13th day of January, 2015.

/s/ R. C. Neverdousky
Mayor

ATTEST
/s/ Andrew Scott
City Secretary/Clerk

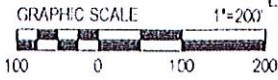
APPROVED AS TO FORM:
/s/ [Signature]
City Attorney

The Willow Park City Council in acting on Ordinance No. 701-15 did on the 13th day of January, 2015 vote as follows:

	<u>FOR</u>	<u>AGAINST</u>
Richard Neverdousky, Mayor	_____	_____
Brian Thornburg, Place 1	✓ _____	_____
Gene Martin, Place 2	✓ _____	_____
Greg Runnebaum, Place 3	✓ _____	_____
James E. Mullins, Place 4	✓ _____	_____
Tim Griffiths, Place 5	✓ _____	_____

EXHIBIT D

Park Land



P.O.C WEST TRACT

LOT 1, BLOCK 1
TRINITY MEADOWS ADDITION
CAB. A. SLIDE 740

P.O.B.
EXHIBIT "D"

Δ 16°56'57"
R 1090.00'
L 265.81
T 148.99
Ch B S55°11'16"E
Ch L 254.73'

KINGS GATE ROAD
1039°37'11"E 128.27'

211,048 sf
4.84 AC.

N45°44'59"W 208.33'

N63°58'36"W 97.30'

N71°50'30"W 38.16'

S32°14'19"W 58.37'

S72°12'39"W 437.70'

S87°00'08"W 73.28'

S22°20'16"W 42.17'

S67°39'41"E 83.37'

S80°42'49"E 232.85'

S85°17'11"W 163.75'

Barron-Stark-Swift
Consulting Engineers
Engineers

6221 Southwest Hilsdalem, Suite 100
Fort Worth, Texas 76122
(817) 231-8100 (F) 817-231-8144
Texas Registration No. F-35529
Professional Seal No. 101985-23
www.barronstark.com

EXHIBIT "D"
DEDICATION TRACT
211,048sf - 4.84 AC

PROJECT No	291-9307
DATE:	03-08-2016
SHEET	

Jan-17

	Total Project	25% Down	Start of Building	Collected	Outstanding
Units	116			103	13
Water	\$291,146.00	\$72,786.00	\$218,360.00	\$258,517.64	-\$40,157.64
Wastewater	\$225,998.00	\$56,499.00	\$169,499.00	\$200,670.78	-\$31,171.78

Date	Permit #	Unit	Address	Lot	BLK	Water	Wastewater
1/20/2017	7503	1	107 Preakness	1	E	\$2,509.88	\$1,948.26
1/20/2017	7504	1	124 Breeders	26	E	\$2,509.88	\$1,948.26
2/9/2017	7515	1	174 Breeders	15	E	\$2,509.88	\$1,948.26
3/24/2017	7549	1	155 Breeders	13	A	\$2,509.88	\$1,948.26
4/10/2017	7562	1	159 Breeders	14	A	\$2,509.88	\$1,948.26
4/11/2017	7563	1	193 Breeders Dr	31	B	\$2,509.88	\$1,948.26
4/11/2017	7564	1	197 Breeders Dr	30	B	\$2,509.88	\$1,948.26
4/11/2017	7565	1	119 Kentucky Dr	10	E	\$2,509.88	\$1,948.26
4/18/2017	7569	1	191 Melbourne Dr	13	C	\$2,509.88	\$1,948.26
4/18/2017	7568	1	187 Melbourne Dr	12	C	\$2,509.88	\$1,948.26
5/15/2017	7598	1	136 Breedeers Dr	23	E	\$2,509.88	\$1,948.26
5/15/2017	7599	1	128 Breeders Dr	25	E	\$2,509.88	\$1,948.26
5/15/2017	7600	1	132 Breeders Dr	24	E	\$2,509.88	\$1,948.26
5/24/2017	7605	1	195Melbourne Dr	14	C	\$2,509.88	\$1,948.26
5/24/2017	7606	1	199 Melbourne Dr	15	C	\$2,509.88	\$1,948.26
5/24/2017	7607	1	183 Melbourne Dr	11	C	\$2,509.88	\$1,948.26
6/21/2017	7628	1	178 Breeders Dr	14	E	\$2,509.88	\$1,948.26
7/25/2017	7650	1	140 Melbourne Dr	11	B	\$2,509.88	\$1,948.26
7/25/2017	7651	1	144 Melbourne Dr	12	B	\$2,509.88	\$1,948.26
8/8/2017	7662	1	151 Breeders Dr	12	A	\$2,509.88	\$1,948.26
8/8/2017	7663	1	185 Breeders Dr	20	A	\$2,509.88	\$1,948.26
8/8/2017	7664	1	189 Breeders Dr	21	A	\$2,509.88	\$1,948.26
8/8/2017	7665	1	158 Breeders Dr	19	E	\$2,509.88	\$1,948.26
8/30/2017	7681	1	142 Kentucky Dr	18	C	\$2,509.88	\$1,948.26
9/6/2017	7695	1	136 Kentucky Dr	20	C	\$2,509.88	\$1,948.26

10/5/2017	7722	1	147 Breeders Dr	11	A	\$2,509.88	\$1,948.26
11/8/2017	7739	1	181 Breeders Dr	19	A	\$2,509.88	\$1,948.26
11/8/2017	7720	1	165 Breeders Dr	15	A	\$2,509.88	\$1,948.26
1/29/2018	7746	1	144 Breeders Dr	21	E	\$2,509.88	\$1,948.26
3/5/2018	7852	1	154 Breeders Dr	20	E	\$2,509.88	\$1,948.26
11/14/2017	7755	1	212 Melbourne Dr	29	B	\$2,509.88	\$1,948.26
11/15/2017	7761	1	131 Kentucky Dr	12	E	\$2,509.88	\$1,948.26
12/1/2017	7774	1	143 Breeders	10	A	\$2,509.88	\$1,948.26
12/1/2017	7773	1	139 Breeders	9	A	\$2,509.88	\$1,948.26
12/1/2017	7772	1	132 Kentucky	21	C	\$2,509.88	\$1,948.26
12/1/2017	7771	1	128 Kentucky	22	C	\$2,509.88	\$1,948.26
1/17/2018	7804	1	131 Preakness Dr	7	E	\$2,509.88	\$1,948.26
1/25/2018	7808	1	177 Melbourne	10	C	\$2,509.88	\$1,948.26
1/25/2018	7809	1	133 Breeders	8	A	\$2,509.88	\$1,948.26
1/25/2018	7810	1	169 Melbourne	9	C	\$2,509.88	\$1,948.26
1/29/2018	7812	1	105 Breeders	2	A	\$2,509.88	\$1,948.26
1/29/2018	7813	1	109 Breeders	3	A	\$2,509.88	\$1,948.26
2/1/2018	7818	1	146 Kentucky	17	C	\$2,509.88	\$1,948.26
2/5/2018	7819	1	127 Preakness	6	E	\$2,509.88	\$1,948.26
2/5/2018	7820	1	135 Preakness	8	E	\$2,509.88	\$1,948.26
2/26/2018	7837	1	155 Melbourne	6	C	\$2,509.88	\$1,948.26
2/26/2018	7861	1	169 Breeders	15	A	\$2,509.88	\$1,948.26
2/27/2018	7834	1	115 Breeders	4	A	\$2,509.88	\$1,948.26
2/27/2018	7836	1	101 Breeders Dr	1	A	\$2,509.88	\$1,948.26
3/1/2018	7848	1	119 Breeders Dr	5R2	A	\$2,509.88	\$1,948.26
3/9/2018	7892	1	124 Kentucky Dr	23	C	\$2,509.88	\$1,948.26
4/9/2018	7877	1	128 Melbourne Dr	8	B	\$2,509.88	\$1,948.26
4/9/2018	7889	1	115 Kentucky Dr	9	E	\$2,509.88	\$1,948.26
4/9/2018	7863	1	132 Melbourne Dr	9	B	\$2,509.88	\$1,948.26
4/9/2018	7879	1	116 Kentucky Dr	25	C	\$2,509.88	\$1,948.26
4/9/2018	7864	1	136 Melbourne Dr	10	B	\$2,509.88	\$1,948.26
4/9/2018	7878	1	120 Kentucky Dr	24	C	\$2,509.88	\$1,948.26
4/10/2018	7894	1	115 Preakness Dr	3	E	\$2,509.88	\$1,948.26
4/10/2018	7893	1	140 Breeders Dr	22	E	\$2,509.88	\$1,948.26

4/11/2018	7895	1	201 Melbourne Dr	16	C	\$2,509.88	\$1,948.26
5/14/2018	7928	1	117 Breeders Dr	5R1	A	\$2,509.88	\$1,948.26
5/14/2018	7929	1	119 Preakness Dr	4	E	\$2,509.88	\$1,948.26
5/15/2018	7930	1	127 Kentucky Dr	11	E	\$2,509.88	\$1,948.26
6/1/2018	7935	1	112 Melbourne Dr	27	C	\$2,509.88	\$1,948.26
6/1/2018	7935	1	116 Melbourne Dr	5	B	\$2,509.88	\$1,948.26
6/20/2018	7961	1	135 Kentucky Dr	13	E	\$2,509.88	\$1,948.26
6/20/2018	7962	1	204 Melbourne Dr	27	B	\$2,509.88	\$1,948.26
6/25/2018	7974	1	148 Melbourne Dr	13	B	\$2,509.88	\$1,948.26
6/25/2018	7873	1	156 Melbourne Dr	15	B	\$2,509.88	\$1,948.26
6/25/2018	7972	1	152 Melbourne Dr	14	B	\$2,509.88	\$1,948.26
7/6/2018	7986	1	123 Breeders Dr	5R3	A	\$2,509.88	\$1,948.26
7/17/2018	7990	1	104 Melbourne Dr	2	B	\$2,509.88	\$1,948.26
8/7/2018	8006	1	170 Breeders Dr	16	E	\$2,509.88	\$1,948.26
8/16/2018	8010	1	138 Kentucky Dr	19	C	\$2,509.88	\$1,948.26
10/1/2018	8044	1	129 Breeders Dr	7	A	\$2,509.88	\$1,948.26
10/2/2018	8045	1	125 Breeders Dr	6	A	\$2,509.88	\$1,948.26
10/25/2018	8027	1	108 Melbourne Dr	3	B	\$2,509.88	\$1,948.26
10/25/2018	8024	1	120 Melbourne Dr	6	B	\$2,509.88	\$1,948.26
11/15/2018	8081	1	105 Melbourne Dr	5	D	\$2,509.88	\$1,948.26
12/17/2018	8092	1	111 Preakness Dr	2	E	\$2,509.88	\$1,948.26
1/3/2019	8090	1	100 Melbourne Dr	1	B	\$2,509.88	\$1,948.26
3/11/2019	8141	1	140 Preakness Dr	2	D	\$2,509.88	\$1,948.26
3/19/2019	8153	1	180 Melbourne Dr	21	B	\$2,509.88	\$1,948.26
3/28/2019	8165	1	112 Kentucky Dr	27	C	\$2,509.88	\$1,948.26
3/28/2019	8166	1	139 Melbourne Dr	2	C	\$2,509.88	\$1,948.26
4/24/2019	8181	1	144 Preakness Dr	1	D	\$2,509.88	\$1,948.26
5/10/2019	8193	1	123 Preakness Dr	5	E	\$2,509.88	\$1,948.26
5/10/2019	8210	1	104 Kentucky Dr	29	C	\$2,509.88	\$1,948.26
7/10/2019	8257	1	184 Melbourne Dr	22	B	\$2,509.88	\$1,948.26
8/1/2019	8276	1	124 Melbourne Dr	7	B	\$2,509.88	\$1,948.26
8/12/2019	8281	1	188 Melbourne Dr	23	B	\$2,509.88	\$1,948.26
8/2/2019	8267	1	160 Melbourne Dr	16	B	\$2,509.88	\$1,948.26
8/2/2019	8268	1	168 Melbourne Dr	18	B	\$2,509.88	\$1,948.26

8/2/2019	8269	1	164 Melbourne Dr	17	B	\$2,509.88	\$1,948.26
11/4/2019	8336	1	101 Melbourne Dr	4	D	\$2,509.88	\$1,948.26
11/18/2019	8344	1	136 Preakness Dr	3	D	\$2,509.88	\$1,948.26
1/24/2020	8402	1	173 Breeders Dr	17	A	\$2,509.88	\$1,948.26
2/25/2020	8421	1	108 Kentucky Dr	28	C	\$2,509.88	\$1,948.26
2/25/2020	8420	1	135 Melbourne Dr	1	C	\$2,509.88	\$1,948.26
5/27/2020	8513	1	192 Melbourne Dr	24	B	\$2,509.88	\$1,948.26
5/27/2020	8514	1	196 Melbourne Dr	25	B	\$2,509.88	\$1,948.26
6/16/2020	8543	1	176 Melbourne Dr	20	B	\$2,509.88	\$1,948.26
6/17/2020	8547	1	120 Breeders Dr	27	E	\$2,509.88	\$1,948.26

Total

103

Total

\$258,517.64

\$200,670.78