



CITY OF MANSFIELD

Economic Development
301 South Main Street,
Suite 100
Mansfield, TX 76063
www.mansfield-texas.com

Meeting Agenda

Mansfield Economic Development Corporation

Tuesday, December 13, 2016

5:30 PM

City Hall - Council Chambers

1. **CALL MEETING TO ORDER**

2. **PUBLIC COMMENTS**

Citizens wishing to address the Board on non-public hearing agenda items and items not on the agenda may do so at this time. Once the business portion of the meeting begins, only comments related to public hearings will be heard. All comments are limited to 5 minutes. Please refrain from "personal criticisms."

In order to be recognized during the citizens comments or during a public hearing (applicants included), please complete a blue or yellow "appearance card" located at the entry to the city council chambers and present it to the board president.

3. **APPROVAL OF MINUTES**

[16-2116](#)

Approval of the November 1, 2016 Regular Meeting Minutes.

Attachments: [MeetingMinutes Nov 1 2016.pdf](#)

4. **FINANCIALS**

[16-2106](#)

Presentation of Monthly Financial Report for Period Ending 10/31/2016

Attachments: [MEDC Cash Report 10-31-2016 .xlsx](#)

5. **RECESS INTO EXECUTIVE SESSION**

Pursuant to Section 551.071, Texas Government Code, the Board reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law.

A. **ADVICE FROM ITS ATTORNEY**

Pursuant to Sec. 551.071 of the Texas Government code, the Board reserves the right to convene in Executive Session(s), from time to time as deemed necessary during this meeting for any posted agenda item, to receive advice from its attorney as permitted by law. In addition the Board may convene in executive session to discuss the following:

1. Pending or contemplated litigation or a settlement offer including:

2. 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 chapter.

B. REAL ESTATE DELIBERATION

Pursuant to Sec. 551.072, deliberation regarding the purchase, exchange, lease or value of real property.

C. PERSONNEL MATTERS

Pursuant to Sec. 551.074, deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee.

D. SECURITY DEVICES

Pursuant to Sec. 551.076, deliberation regarding security personnel or devices.

E. ECONOMIC DEVELOPMENT

Pursuant to Sec. 551.087, deliberation regarding Economic Development Negotiations including (1) discussion or deliberation regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic negotiations; OR (2) deliberation of a financial or other incentive to a business prospect described in (1) above.

Staff Report and Board Discussion on Project 16-18, a new warehouse/distribution facility.

F. CRITICAL INFRASTRUCTURE

Pursuant to Sec. 418.183(f) of the Texas Government Code (Texas Disaster Act) regarding critical infrastructure.

6. RECONVENE INTO REGULAR SESSION

7. TAKE ACTION PURSUANT TO EXECUTIVE SESSION

8. OLD BUSINESS

9. NEW BUSINESS

[16-2114](#) Contract for Engineering/Design of Sanitary Sewer Improvements and funding of improvements to Easy Drive for MEDC 14 Acres near Easy Drive.

Attachments: [Street Layout B-2 16063-Layout1.pdf](#)

[16-112 Easy Street Sanitary Sewer Contract 11 17 16.pdf](#)

[20161123 - Mansfield Easy Drive Widening - Revised.pdf](#)

[16-2118](#) Possible Action Regarding Project 16-15 Heritage Baptist Church Parking Lot Lease.

Attachments: [Cost of parking lot lease and improvements.pdf](#)
[Parking Lot Lease_Heritage Baptist Church_final_clean.pdf](#)

10. **BOARD MEMBER COMMENTS**

11. **STAFF COMMENTS**

12. **ADJOURNMENT**

CERTIFICATION

I certify that the above agenda was posted on the bulletin board next to the main entrance of the City Hall building, 1200 East Broad Street, of the City of Mansfield, Texas, in a place convenient and readily accessible to the general public at all times and said Agenda was posted on the following date and time: Friday, December 9, 2016, and remained so posted continuously for at least 72 hours preceding the schedule time of said meeting, in accordance with the Chapter 551 of the Texas Government Code.

MEDC Staff

Approved as to form



CITY OF MANSFIELD

1200 East. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 16-2116

Agenda Date: 12/13/2016

Version: 1

Status: Approval of Minutes

In Control: Mansfield Economic Development Corporation

File Type: Meeting Minutes

Title

Approval of the November 1, 2016 Regular Meeting Minutes.

Requested Action

N/A

Recommendation

N/A

Description/History

N/A

Justification

N/A

Funding Source

N/A

Prepared By

Natalie Phelps, MEDC



CITY OF MANSFIELD

Economic Development
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Meeting Minutes

Mansfield Economic Development Corporation

Tuesday, November 1, 2016

5:30 PM

City Hall - Council Chambers

1. CALL MEETING TO ORDER

The meeting was called to order by Larry Klos at 5:30 p.m.

Absent 1 - Selim Fiagome

Present 6 - Brian Fuller; Larry Klos; Robert Putman; John Phillips; Randy Hamilton and David Godin

2. PUBLIC COMMENTS

There were no public comments.

3. APPROVAL OF MINUTES

[16-2090](#)

Approval of Regular Meeting Minutes October 4, 2016.

A motion was made by Brian Fuller to approve the regular meeting minutes of October 4, 2016. Seconded by Larry Klos. The motion carried by the following vote:

Aye: 6 - Brian Fuller; Larry Klos; Robert Putman; John Phillips; Randy Hamilton and David Godin

Nay: 0

Absent: 1 - Selim Fiagome

Abstain: 0

4. FINANCIALS

[16-2076](#)

Presentation of Monthly Financial Report for Period Ending 9/30/2016

There were no comments.

5. RECESS INTO EXECUTIVE SESSION

A. ADVICE FROM ITS ATTORNEY

1. Pending or contemplated litigation or a settlement offer including:

2. 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 chapter.

B. REAL ESTATE DELIBERATION

C. PERSONNEL MATTERS

D. SECURITY DEVICES

E. ECONOMIC DEVELOPMENT

F. CRITICAL INFRASTRUCTURE

6. RECONVENE INTO REGULAR SESSION

7. TAKE ACTION PURSUANT TO EXECUTIVE SESSION

8. OLD BUSINESS

[16-2089](#)

Project 16-07 update on land acquisition of a 14.395 acre tract on Easy Drive.

Scott Welmaker updated the Board on the land acquisition of a 14.395 acre tract on Easy Drive. Scott stated there may be a potential buyer for the property. MEDC is pricing utilities for the property. No action was taken.

[16-2091](#)

Possible action for Antler Drive design change order.

A motion was made by Larry Klos to approve the \$10,000 Antler Drive design change order. Seconded by Brian Fuller. The motion carried by the following vote:

Aye: 6 - Brian Fuller; Larry Klos; Robert Putman; John Phillips; Randy Hamilton and David Godin

Nay: 0

Absent: 1 - Selim Fiagome

Abstain: 0

9. NEW BUSINESS

10. BOARD MEMBER COMMENTS

There were no comments.

11. **STAFF COMMENTS**

Scott Welmaker welcomed David Godin to the board.

12. **ADJOURNMENT**

Larry Klos adjourned the meeting at 5:35 p.m.

Attest: Larry Klos, President



CITY OF MANSFIELD

1200 East. Broad St.
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mansfieldtexas.gov

STAFF REPORT

File Number: 16-2106

Agenda Date: 12/13/2016

Version: 1

Status: To Be Presented

In Control: Mansfield Economic Development Corporation

File Type: Financials

Title

Presentation of Monthly Financial Report for Period Ending 10/31/2016

Requested Action

Information only

Recommendation

Information only

Description/History

Presentation of Monthly Financial Report for Period Ending 10/31/2016

Justification

N/A

Funding Source

4A

Prepared By

Richard Nevins, Assistant Director, 817-728-3652

Mansfield Economic Development Corporation
Period Ending October 31, 2016

Beginning Cash Balance 10-01-2016 **\$8,339,635**

Revenue:

Sales Tax Revenue	\$496,908
Oil and Gas Royalties	\$0
Interest Income	\$1,651
Misc Income	<u>\$5,823</u>
Total Monthly Revenue	\$504,382

Adjusted Cash Balance **\$8,844,017**

Operating Expenses:

Administration	\$61,388
Promotion	\$5,502
Retention	\$4,444
Workforce Development	<u>\$0</u>
Total Operating Expenditures	\$71,334

Debt Expense

Debt Service Payment (Principal & Interest) \$0

Project Expenditures:

Mexus Plastics ED Agreement	\$20,000
Cam-Tech ED Agreement	\$50,000
Total Project Expenditures	\$70,000

Total Monthly Expenditures **\$141,334**

Ending Cash Balance 10-31-2016 **\$8,702,683**

	Projected FY16-17 Expenditure	Future Years Expenditure
Mouser Electronics	\$0	\$325,000
<i>Project under construction</i>		
SJJH Mansfield, LLC (Mansfield Market Centre)	\$86,494	
<i>Project under construction</i>		
Antler Drive Engineering	\$1,386	
<i>In progress</i>		
Carlos Coll Spec Building Project	\$275,000	
<i>Project complete</i>		
American National Bank	\$71,659	
<i>Project complete - pending remaining payment</i>		
PCX Expansion	\$0	\$150,000
<i>Project complete</i>		
GKA Estate Holdings	\$101,000	
<i>Project under construction</i>		
Nationwide Construction	\$150,000	
<i>Project under construction</i>		
Southern Champion Tray	\$260,000	\$650,000
<i>Project pending</i>		
Mouser Way	\$312,595	
<i>Project underway</i>		
Shops at Broad Street Drainage	\$82,120	

<i>Project pending</i>		
Hightower Salons	\$50,000	
<i>Project under construction</i>		
MR Development / Downtown Restaurants	\$143,000	
<i>Project under construction</i>		
NT Window		\$1,200,000
<i>Project pending</i>		
Peyco 102 Sentry Drive	\$100,000	
<i>Project pending</i>		
John T. Evans	\$215,000	
<i>Under Construction</i>		
AMC Warehouse	\$650,000	\$1,000,000
<i>Project pending</i>		
Heritage Parkway Partners	\$400,000	
<i>Project pending</i>		
Antler Drive Construction	\$1,499,246	
<i>Project pending</i>		
Bway Expansion	\$220,000	
<i>Project under construction</i>		
FTI / Wika		\$300,000
<i>Project pending</i>		
Regency Parkway Engineering / Design	\$100,000	
<i>Project pending</i>		
Broad Street Improvements Design	\$479,925	
<i>Project pending</i>		
Klein Tools Infrastructure	\$491,730	
<i>Project under construction</i>		
Klein Tools Impact Fees		\$517,878
<i>In progress</i>		
Klein Tools Incentive Payment	<u>\$500,000</u>	<u>\$500,000</u>
Total Outstanding Project Commitments	\$6,189,155	\$4,642,878

Adjusted Cash Balance After Outstanding Project Commitments for FY15-16

\$2,513,528

Debt Expense

New Annual Total Debt Service (January and August)	\$1,202,454
Remaining Debt Balance	\$9,460,000



CITY OF MANSFIELD

1200 East. Broad St.
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STAFF REPORT

File Number: 16-2114

Agenda Date: 12/13/2016

Version: 1

Status: New Business

In Control: Mansfield Economic Development Corporation

File Type: Resolution

Title

Contract for Engineering/Design of Sanitary Sewer Improvements and funding of improvements to Easy Drive for MEDC 14 Acres near Easy Drive.

Requested Action

Consider funding for Charles Crook Consulting for design of sanitary sewer to serve the MEDC 14 acres near Easy Drive.

Recommendation

Approve funding for contract with Charles Crook Consulting for design of sanitary sewer to serve the MEDC 14 acres near Easy Drive for an amount not to exceed \$40,000, and approve funding for roadway improvements to Easy Drive for an amount not to exceed \$65,000.

Description/History

MEDC acquired 14± acre site at the end of Easy Drive in October. In order to make the site developable and more attractive to end users it will be necessary to make certain infrastructure improvements. These include bringing water and sewer to the site and improving roadway access.

The City of Mansfield Utility Fund will fund a 24" water line to the site to accommodate a future water tower on the property. MEDC is proposing to design the required 2,200 feet of sanitary sewer and improve Easy Drive from 6th Avenue to its termination at the 14 acres.

The contract from Charles Crook Consulting to engineer and design the sewer is \$37,025. The cost of the roadway improvements is anticipated to be \$55,863.60 based on the attached estimate from Reynolds Asphalt & Construction Company. The estimate for Easy Drive does not include any work on the culvert which, if required, would be performed by city staff.

Staff recommends approving the additional funding above these estimates to cover any additional charges that might arise. In addition, MEDC may decide to pursue acquisition of the adjoining 17 acres owned by MISD. This infrastructure would also serve that site and make it ready for future development.

Justification

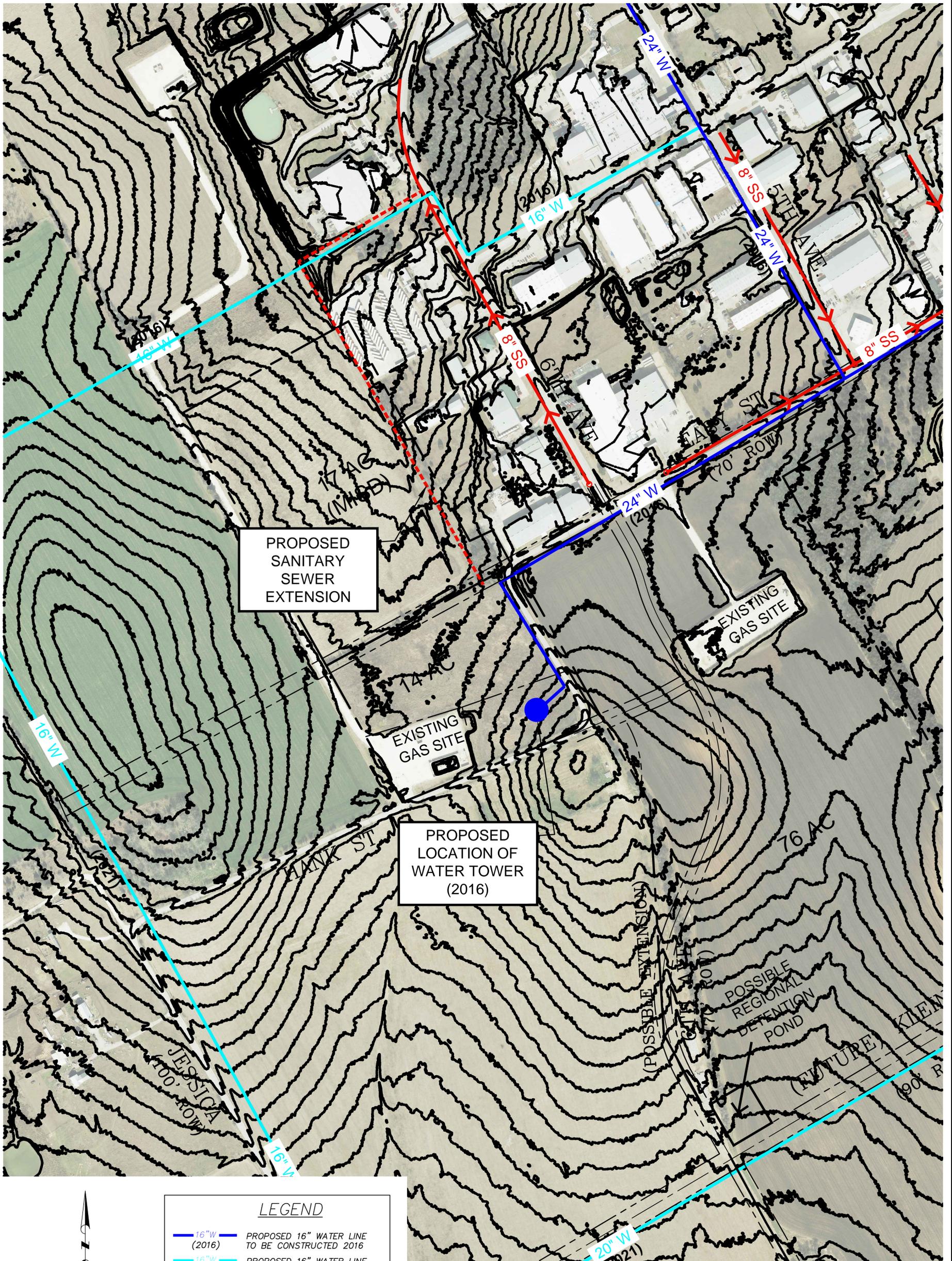
These improvements will make this property ready to develop and make it more attractive to prospective end users.

Funding Source

4A

Prepared By

Scott Welmaker, MEDC



PROPOSED
SANITARY
SEWER
EXTENSION

EXISTING
GAS SITE

PROPOSED
LOCATION OF
WATER TOWER
(2016)

POSSIBLE
REGIONAL
DETENTION
POND

LEGEND

	16" W (2016)	PROPOSED 16" WATER LINE TO BE CONSTRUCTED 2016
	16" W (2021)	PROPOSED 16" WATER LINE TO BE CONSTRUCTED 2021
	8" SS	EXISTING 8" SANITARY SEWER MAIN



CHARLES CROOK CONSULTING, INC.
FIRM REGISTRATION NO. F-10812
2400 HIGHWAY 287, SUITE 110
MANSFIELD, TEXAS 76063
817-453-1200 OFFICE
817-453-1210 FAX
www.CCcrookConsulting.com

*PROPOSED STREET
LAYOUT 'B-2'*

*MEDC
WEST CENTRAL
INDUSTRIAL PARK
MANSFIELD, TEXAS*

NO.	REVISION	BY

On the following date:
06/22/2016
Prepared by:
Charles C. Crook, PE
Texas Registration
No. 91919
Firm Registration No.
F-10812

CCC JOB# 16063
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CHARLES CROOK CONSULTING, INC.
PRELIMINARY PLANS
FOR PROJECT REVIEW,
NOT FOR CONSTRUCTION,
BIDDING OR PERMIT
PURPOSES.
SHEET No. X



November 17, 2016

Mr. Richard Nevins
Assistant Director of Economic Development
Mansfield Economic Development Corporation
301 South Main Street
Mansfield, Texas 76063

817-453-1006
817-453-1101 fax
richardnevins@mansfield.com

RE: CCC# 16-112 Civil Engineering Design and Consulting Services for Offsite Utilities to Serve 8.826-Acre Tract at the Southwest Corner of the Intersection of Easy Drive and Hanks Street, Mansfield, Texas

Dear Mr. Nevins:

We appreciate the opportunity to formalize this Proposal/Contract (Contract) to the Mansfield Economic Development Corporation (MEDC or CLIENT) for certain civil engineering design and general civil engineering consulting services you have requested of Charles Crook Consulting, Inc. (CCC or ENGINEER) for your upcoming project. It is our understanding that the MEDC proposes to provide an offsite sanitary sewer to serve a 6.462-acre tract of land near the western terminus of Easy Drive for future development by an industrial user.

Based on our review of the available plans and maps from the City of Mansfield and sources available on the internet, we believe that this project will consist of the design of approximately 2,200 linear feet of 8" sanitary sewer. We anticipate that the proposed sanitary sewer will generally follow the eastern boundary of the 17-acre MISD tract north of the proposed development and then turn east along the common property line of the MISD Bus Yard and the property owned by Broseh Financial Investments where it will then connect to the existing sanitary sewer collection system.

Currently, we anticipate the need to acquire at least one off-site sanitary sewer easement from the MISD as well as engage the owners of natural gas pipelines along the proposed alignment to obtain their permission.

CCC will retain the services of a Registered Professional Land Surveyor (RPLS) to prepare the necessary easement documents for the adjacent property owners. This RPLS will also provide horizontal and vertical alignment of the project area. All of the horizontal survey data will be based on the Texas State Plane Coordinate System and vertical datum will be tied to the City of Mansfield datum.

If additional services are requested by you of CCC after the execution of this Contract, CCC will prepare an Addendum to this contract at the request of the CLIENT that specifies the particular scope and anticipated fees for each successive task or project. The General Conditions stated in this Base Contract, including the Additional Services and Special Services to be provided by Others, will remain in full force and effect for each addendum. Each addendum may or may not have each Basic Service item listed herein, depending on the project requirements.

In addition to work that will require addendums as stated above, this Base Contract will allow the CLIENT to engage CCC to perform other certain services. Any work performed in this manner will be billed to CLIENT on an hourly reimbursable basis at the current billing rates established at the time of invoicing.

Charles Crook Consulting, Inc., referred to herein as CCC or ENGINEER, proposes to provide the following Basic Services:

BASIC SERVICES

(B-1) Horizontal and Vertical Design Surveys

ENGINEER will retain an RPLS to provide field and office services to develop horizontal alignment and topographic surveys of the proposed alignments and immediate surrounding areas. The topographic survey map will show pertinent existing improvements and visible features on-site as well as the nearest curb line or edge of pavement of adjacent roadways. One-foot contours and spot grades based on City datum will be shown.

ENGINEER and/or RPLS will contact utility companies known to typically provide service in the community where the alignments are located, as well as other specific utility or pipeline companies known by ENGINEER to have improvements affecting the immediate area. Utility companies will be asked to supply copies of maps showing the location of their improvements. Utility companies will also be asked to stake, flag or otherwise mark on the ground the specific horizontal location of their installations.

ENGINEER and/or RPLS will research records at the City and show, based on the best available record information, the horizontal location of existing public water and sewer utilities. The flow-lines of accessible manholes, drainage structures, etc. on or immediately adjacent to the project will also be determined.

(B-2) Easement Documents

Easement documents will be developed for each affected property, suitable for recording at the Johnson County Courthouse. Costs associated with the actual purchase of these properties, should that become an issue, shall be the sole responsibility of the MEDC or the City of Mansfield. Services required to assist in acquiring property through eminent domain will be invoiced as an additional service using the rates shown on Exhibit "A".

(B-3) Civil Engineering Construction Plans

After CLIENT review and approval of draft copies of preliminary civil engineering construction plans for the proposed alignment of the new sanitary sewer line, ENGINEER will refine and complete those plans to create the final civil engineering construction plans for the proposed improvements. These plans will typically consist of the following:

- a) Demolition Plans showing utility relocations;
- b) Sanitary Sewer Line Plan and Profile;
- c) Traffic Control Plan;

(B-4) Erosion Control / SWPPP Plans

Prepare erosion control plans and detail sheets including Best Management Practices (BMP's) to be implemented at the site during construction. Prepare erosion protection plans which correlate to the utility construction plans, to be used in conjunction with a Storm Water Pollution Prevention Plan (SWPPP) as prepared by the Contractor/Operator in order to conform to local, state and federal regulations. The Contractor/Operator shall be fully responsible for the daily, weekly and/or regular updates required for the SWPPP process during the construction phase.

(B-5) Construction Specifications

ENGINEER will incorporate the project specifications into the construction plans and details, utilizing the known current City standards. ENGINEER will also prepare a full set of Contract Documents and Specifications using City of Mansfield standards.

(B-6) City Review and MEDC Coordination

ENGINEER anticipates regular communication between MEDC and CCC during the design and construction phases of this project. CCC will provide status reports as may be requested by the MEDC.

CCC will coordinate with various City officials regarding review comments and revisions requested on the civil engineering construction plans and/or specifications. CCC will address the various comments from the City officials that are related to the civil engineering improvement plans and/or specifications. This Basic Service is intended to cover time spent on the phone, answering emails and responding to written correspondence.

(B-7) General Consulting

ENGINEER may be required or requested to provide general consulting services in order to develop a better understanding of the various elements involved in designing and constructing this project. Such services may include but are not limited to meetings with the City of Mansfield and/or MEDC regarding any Jurisdictional Waters of the U.S.; Corps of Engineers; EPA; TCEQ; TRWD; private access connections; cost opinions or additional meetings regarding changes to the project once the base file has been completed.

ADDITIONAL SERVICES (by ENGINEER)

Upon authorization by CLIENT, ENGINEER may perform certain services that are outside the scope of the Basic Services listed herein. These Additional Services shall be performed on a reimbursable hourly basis. If requested by CLIENT, ENGINEER will provide an estimate of the fees anticipated under the various Additional Services requested. The potential Additional Services may include, but are not limited to, the items listed in Sections A2.01 and A2.02 of the EJCDC Agreement or any other service which is not specifically listed or outlined in the Basic Services and/or Additional Services herein, which in the opinion of the ENGINEER, required time and effort to perform a professional service which benefitted the project and/or CLIENT.

THIRD PARTY SERVICES (Provided by Others)

CLIENT may desire the services of other professionals and companies which can perform services that are outside the scope of services provided by the ENGINEER. These services shall be under separate contracts which indemnify the ENGINEER from any litigation arising from the services provided by other professionals. These services by other professionals may include, but are not limited to, surveying, environmental assessments, traffic engineering, geotechnical engineering, structural engineering, etc.

FEES (Paid by CLIENT)

All fees associated with filing, impact, roadway, inspections, vacations of documents, utility connections or anything related to project development shall be paid directly by the CLIENT, unless specifically identified otherwise in this contract.

COMPENSATION

ENGINEER will accomplish Basic Services on a Lump Sum Basis or an Hourly Reimbursable Basis, depending on the service as indicated herein. These fees may also be outlined in subsequent Addenda that are developed for each specific additional service. Additional Services will be billed hourly, according to the current rate schedule attached as Exhibit "A". This exhibit may be updated twice yearly to accommodate adjustments to salaries.

Additionally, direct costs and sales taxes will be billed where applicable. The following direct costs will be billed at our cost plus 10%, for both Basic and Additional Services:

- (a) Reproduction costs for maps, plats, and plans, or other informational materials purchased or utilized for the project including computer plotting of surveys and plan sheets.
- (b) Courier/Delivery expenses.
- (c) Travel and subsistence expenses outside a 75-mile of the construction plans and their interim development.

Billing for Basic Services will be on the basis of ENGINEER'S accounting of hours worked on the stated Basic Services during each billing period, plus direct costs and sales taxes if applicable. Additional Services (if any) will be billed on an hourly reimbursable basis, plus direct

costs and sales taxes if applicable. Compensation is not contingent upon the consummation of any closing, loan, real estate transaction, zoning, plat approval, plans approval, certification, warrantee, guarantee, or any other permit or condition either actually or apparently under the ENGINEER'S control. ENGINEER may suspend his services without liability for consequential or other damages if payment is not received within 30 days of any billing.

PROFESSIONAL SERVICE	ANTICIPATED FEE	
B-1) Horizontal & Vertical Design Surveys	\$11,525	Lump Sum
B-2) Easement Documents	\$1,500	Hourly Est.
B-3) Civil Engineering Construction Plans	\$17,000	Lump Sum
B-4) Erosion Control/SWPPP Plans	\$1,500	Lump Sum
B-5) Construction Specifications	\$1,500	Lump Sum
B-6) City Review and MEDC Coordination	\$2,500	Hourly Est.
B-7) General Consulting	\$1,500	Hourly Est.
Total Anticipated Fee		\$37,025

GENERAL CONDITIONS OF AGREEMENT

The terms of Articles IV, V, VI, VII, and VIII, with the exception of Sections 6.04, 6.08, and 6.10, of the 2008 Edition of the Engineers Joint Contract Documents Committee's "Agreement Between Owner and Engineer for Professional Services" (EJCDC Agreement) are incorporated herein by reference except as modified by this contract. Materials in the exhibits in the EJCDC Agreement are either addressed in the body of this contract or are expressly not included in this contract. In the event of a conflict between the EJCDC Agreement and the terms and general conditions of this contract, this contract shall control.

Construction Cost Limits

CLIENT agrees that any Construction Cost Limit or Total Project Cost requirements associated with the project shall be disclosed to the ENGINEER as soon as they become available or apparent to the CLIENT. ENGINEER shall make reasonable efforts to accommodate any cost limits contemplated by the CLIENT, but the ENGINEER cannot and does not make any guarantee regarding the final project cost, and shall not incur any liability related to construction costs which exceed those expected by the CLIENT.

Dispute Resolution, Litigation, and Limits of Liability:

ENGINEER currently carries professional liability insurance through Catlin Insurance Company, Inc.(Catlin). In recognition of the relative risks and benefits of the project to both the CLIENT and the ENGINEER, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER (and his sub-consultants/subcontractors) to the CLIENT and to all the construction contractors and sub-contractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the ENGINEER (and his sub-consultants/subcontractors) to all those named shall not exceed \$500,000, or the total fee for the professional services rendered, whichever is greater. Such claims and causes include, but are not limited to the ENGINEER'S negligence, professional errors or omissions, strict liability, breach of contract or breach of warranty. CLIENT agrees not to bring action under the Texas Deceptive Trade Practices Act, which provides for treble damages. In the event of any litigation arising from or related to the professional services rendered under this agreement, the prevailing party shall be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses.

CLIENT and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a party mutually agreed to by the CLIENT AND ENGINEER. CLIENT and ENGINEER agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

ENGINEER'S Opinions of Probable Schedule:

The ENGINEER may prepare, at the request of the CLIENT, an Opinion of Probable Schedule, in order to indicate the general relationships between some of the major tasks affecting the project completion timeline. Since the ENGINEER has no control over the many other parties and individuals which could affect this schedule, including the political actions of governing agencies, the general public's involvement, adjacent landowners, and various contractors and subcontractors methods, this schedule should only be used as a general guideline. The ENGINEER cannot and does not guarantee that the actual times of completion of the project or any portion thereof will not vary from those expressed verbally or written as Opinions of Probable Schedule by ENGINEER.

Buried Utilities and Record Plans:

The CLIENT recognizes that the ENGINEER'S research may not identify all pre-project subsurface utilities, post-project subsurface utilities, pre-project surface utilities, or post-project surface utilities, and that information upon which the ENGINEER relies is approximate only and based on the efforts of public utility companies, contractors and others for the purpose of the ENGINEER generating either construction plans or record plans for the Project. Nothing in this agreement shall impose liability on ENGINEER for injury or loss arising from damages to or caused by underground utilities or other underground man-made objects that were not called to the ENGINEER'S attention by others or which were not properly located on plans or through other verbal, written, or visual information furnished to the ENGINEER by others.

CLIENT'S ACCEPTANCE OF PROPOSAL & AUTHORIZATION TO PROCEED

Please sign on Page 7 and return one original of this agreement to ENGINEER within 10 days, keeping one copy of the signed original for your files. A faxed copy or scanned PDF copy by email is acceptable provided that the signature page is executed.

Advise me immediately if the provisions in this agreement are not your understanding of the terms of our contract. My office number is 817/453-1200. My cell phone is 817/929-5004.

If we proceed based on your verbal authorization but do not receive the signed original, it is assumed such non-written response is your express indication of your agreement that the provisions and conditions stated in this agreement shall be in effect as of the date of this document.

We are looking forward to working with you and your company on this project. Please call me if you have any questions concerning this document or anything regarding this project.

Sincerely,

Charles Crook Consulting, Inc.
Firm No. F-10812



Charles C. Crook, P.E.
President

Attachments: Exhibit "A"

This agreement is accepted this _____ day of _____, 2016.

CLIENT: _____
(typed or printed name of CLIENT)

(Signature)

(Printed name of Person signing contract)

EXHIBIT A
SCHEDULE OF FEES

ENGINEERING

- Senior Professional Engineer \$180 per hour
- Professional Engineer \$125-\$145 per hour
- Junior Graduate Engineer/EIT \$110-\$125 per hour
- Senior AutoCAD Technical Design \$105 per hour
- Junior AutoCAD Technical Design \$ 95 per hour
- AutoCAD Drafting \$ 85 per hour
- Administrative \$ 65 per hour

Plotting/Printing

- Black & White Bond plots \$.030 per sq.ft.
- Color Bond Plots \$.050 per sq.ft.

- Black & White paper(report quality) \$.03 per page
- Color paper(report quality) \$.13 per page

Mileage

- Outside of the DFW area (beyond 75 miles from Mansfield) \$.56 per mile

Misc.

- Hotels and costs associated with overnight stays in order to accommodate ENGINEER negotiated under addendum

Note: Fees shown herein are subject to change periodically, usually twice a year, to adjust for changes in the economy and/or the industry.

REYNOLDS ASPHALT & CONSTRUCTION COMPANY

P.O. Box 370 * Euless, TX 76039

...*Since 1981*

Ph (817) 267-3131 * Fax (817) 267-7022

JOB

2016-657

BUDGET - REVISED

PRICES VALID FOR 30 DAYS FROM DATE OF PROPOSAL

Proj: **Mansfield - Easy Drive Widening**

Cust: **City of Mansfield**

Quoted: 23-Nov-16
09:56 AM

No.	Description	Estimated Bid Quantity	Unit Bid	Bid Extension
Road Widening & Paving				
1.0	Subgrade Preparation	1.00 LS	\$15,335.00 / LS	\$15,335.00
2.0	8" Flex Base	374.00 SY	\$33.20 / SY	\$12,416.80
3.0	Geotextile - TerraTex OLI or Equal	1,500.00 SY	\$3.15 / SY	\$4,725.00
4.0	2" HMAC - Installation	1,500.00 SY	\$3.35 / SY	\$5,025.00
5.0	HMAC - Type D - Materials & Transport	228.00 Tons	\$61.10 / Tons	\$13,930.80
Total				\$51,432.60
Road Rehab				
6.0	8" Cement Stabilizaiton at 36 Lbs/SY	1,620.00 SY	\$17.50 / SY	\$28,350.00
7.0	Geotextile - TerraTex OLI or Equal	1,500.00 SY	\$3.15 / SY	\$4,725.00
8.A	2" HMAC - Installation	1,500.00 SY	\$3.35 / SY	\$5,025.00
8.B	HMAC - Type D - Materials & Transport	228.00 Tons	\$61.10 / Tons	\$13,930.80
- OR -				
9.A	3" HMAC - Installation	1,500.00 SY	\$3.95 / SY	\$5,925.00
9.B	HMAC - Materials & Transport	276.00 Tons	\$61.10 / Tons	\$16,863.60
Total - 2" Paving				\$52,030.80
Total - 3" Paving				\$55,863.60
Notes				
A -	HMAC Specs - Type D (PG 64-22)			
B -	Bid Quantities and HMAC section as requested.			
C -	Estimate includes single (1) mobilization per respective crew. See Qualifications for additional moves.			
D -	Estimate reflects current Tarrant County rates for Materials & Transport.			
E -	Estimate excludes traffic control - to be provided by the City of Mansfield via CrossRoads LP			
F -	Estimate excludes water & water Meter to be provided by the City of Mansfield - If Required.			
Proposal submitted for budget purposes as requested. Estimate excludes ditch rework.				

Standard Qualifications:

- 1 Price does not include applicable Sales Tax.
- 2 Excludes bond, engineering/layout, barricades/traffic control, clearing/grubbing, excavation/embankment, subgrade prep, concrete work, sawcuts, removals/hauloff, permits/inspection fees, utility adjustments/relocations, pavement markings/stripping - including ADA logos and signs, erosion control, hydromulch/sodding/seeding, SWPPP, signs, weed/grass/soil treatment, patching, proof rolling, backfill pavement, topsoil, testing, subgrade prime, dewatering, cleaning/sweeping, detours/detour maintenance, milling, header cuts, stringline and AGC dues *unless specifically included in estimate items or notes.*
- 3 Estimate includes move-ins per respective crew AS NOTED. Additional moves billed at \$3,500.00/each.
- 4 No staking has been included. Off-set staking/Marking of Limits by others is required.
- 5 Quantities are estimates only. Final payment to be made on measured quantities upon completion.
- 6 HMAC price excludes any subsidiary or non-pay asphalt (ie. drives, ramps, detours, etc.)
- 7 Estimate excludes all wheel stops, striping, buttons, ADA logos and ADA signage.
- 8 Subgrade assumed to be provided "at grade" prior to mobilization.
- 9 Density requirements cannot be assured for lift sections less than 2.5" for HMAC Type B, and 2" for HMAC Types C & D.
- 10 Items per current TxDOT Item 340/341 Specifications exclusively. No other specifications apply. NO MARSHALL MIX.
- 11 Estimate based upon field review of existing conditions and/or Customer request. Estimate does not reflect an engineering evaluation of soil/subgrade conditions and does not constitute an engineered solution.
- 13 Warranty limited to material and workmanship.
- 14 All prices are based on a mutually agreed upon construction schedule, and ample access to project site, without interference by others, during construction.
- 15 Estimate excludes curb cuts and backfill and damage to subgrade by others. Restoration of the prepared subgrade after other work (such as concrete curbing) is not included in this estimate.
- 16 Contract language must be acceptable to Reynolds Asphalt in regards to addressing Qualifications and Notes specified herein.
- 17 Unless specifically noted, this estimate is not submitted for consideration of a Lump Sum contract.
- 18 Any cost for job specific employee screening, training, orientation, badging or related activity; or any registration required to be completed by the Customer, Subcontractor, Contractor or General Contractor that is not specifically identified in the Pay Items or Notes will be invoiced at cost plus 15% with the initial invoice.



CITY OF MANSFIELD

1200 East. Broad St.
Mansfield, TX 76063
mansfieldtexas.gov

STAFF REPORT

File Number: 16-2118

Agenda Date: 12/13/2016

Version: 1

Status: New Business

In Control: Mansfield Economic Development Corporation

File Type: Discussion Item

Title

Possible Action Regarding Project 16-15 Heritage Baptist Church Parking Lot Lease.

Requested Action

Consider request to fund lease.

Recommendation

Approve \$17,500 per year for the lease per the attached estimate of costs.

Description/History

At the March 1, 2016 MEDC Board meeting, staff advised the Board that, as a part of the agreement to get Twisted Root and Quincy's Chicken to Historic Mansfield, MEDC would be asked to offer \$17,500 per year to share the cost of leasing approximately 91 parking spaces from the Heritage Baptist Church. The MPFDC is also being asked to contribute \$17,500 per year.

The planning department has negotiated the attached lease.

Justification

N/A

Funding Source

4A

Prepared By

Scott Welmaker, MEDC

Heritage Baptist Church Parking Lot Lease 2017-2026						
# of Years		Lease	Parking Lot Maintenance	Guard Rail	Parking Lot Lights	Parking time limit signs
1	2017	\$26,000	\$8,500	\$11,500	\$4,000	\$4,000
2	2018	\$26,000				
3	2019	\$26,000				
4	2020	\$28,600				
5	2021	\$28,600				
6	2022	\$31,460	\$11,000			
7	2023	\$31,460				
8	2024	\$34,606				
9	2025	\$34,606				
10	2026	\$38,067				
Total Above		\$305,399	\$19,500	\$11,500	\$4,000	\$4,000

Grand Total: \$344,399
Annual: \$34,440

1/2 of Grand Total: \$172,199
1/2 of Annual: \$17,220

STATE OF TEXAS)
)
COUNTY OF TARRANT)

PARKING LOT AGREEMENT

This Parking Lot Agreement is made this _____ day of _____, 2016, by and between the City of Mansfield, Texas, a home rule municipality (hereinafter called the ‘City’), and Heritage Baptist Church of Fort Worth, Texas, a domestic non-profit corporation (hereinafter called ‘Church’).

WHEREAS, Church own real property located at 201 E. Broad St., Mansfield, Texas 76063, more particularly described as Lot 1, Block 13-R of Original Town of Mansfield, as addition to the City of Mansfield, Tarrant County, Texas, According to the revised plat thereof recorded in Volume 388-219, Page 3, of the Plat Records of Tarrant County, Texas; and

WHEREAS, the above referenced real property owned by Church includes ninety-one (91) parking spaces and the necessary ingress and egress thereto; and

WHEREAS, as part of the redevelopment effort of downtown Mansfield, the City wishes to increase the number of public parking spaces available in the area near the intersection of North Main and Broad Street in the City of Mansfield; and

WHEREAS, the City and Church have determined that it would be to their mutual benefit to enter this Parking Lot Agreement through which Church would lease portions of their property to the City to be used as public parking in return for the agreements made by the City herein.

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Church agree as follows:

**ARTICLE I
LEASE OF PROPERTY**

1.01 Leased Premises. Church hereby demises to the City and the City leases from Church the ninety-one (91) parking spaces and the necessary ingress and egress thereto, located on Church’s property located at 201 E. Broad St., Mansfield, Texas, 76063 (hereinafter the ‘Leased Premises’), under the terms and conditions contained in this Parking Lot Agreement. Under the terms and conditions of this Parking Lot Agreement, the spaces will be used solely for parking open to the general public.

1.02 Quiet Enjoyment. Church warrants that, during the term of this Parking Lot Agreement, so long as the City is not in default hereunder, the City shall have the quiet

enjoyment of the Leased Premises and the uninterrupted right of use and possession thereof in accordance with the terms and conditions of this Parking Lot Agreement.

1.03 Use of Leased Premises. Church will allow public parking only on the Leased Premises at all times, except during the following periods of the Church's exclusive use:

- A. Every Sunday from 6:00 a.m. to 12:00 p.m.
- B. Every Wednesday from 6:00 p.m. to 8:00 p.m. thirty-eight (38) of the spaces on the Leased Premises as shown on the attached "Exhibit A" will be reserved for Church use only. This time limit will only be posted or enforced if the church deems it necessary.
- C. Weddings and special events, of which, Church will provide City with written notice of the event at least 30 days prior to the event.
- D. Funerals and memorial services, of which, Church will provide City with notice of the event at least 24 hours prior to the event.
- E. For weddings, funerals, memorial services, and special events, notice from Church to City will include date or dates of the Event and the times the Leased Premises will not be available for public parking. Church will also be responsible for posting of any temporary signage restricting public access to the Leased Premises.
- F. During all times when the Leased Premises is open to public use, Church, its members, guests, and the like will be allowed to use the Leased Premises as any member of the public would.

ARTICLE II OBLIGATIONS OF CITY

2.01 Annual Fee. City will pay Church an annual fee of \$26,000, beginning on the first day of this Parking Lot Agreement goes into effect and the anniversary of that date in subsequent years.

2.02 Free Parking. The use of the Leased Premises is for free public parking only. City will not charge any fee to any person for parking on the Leased Premises. City will not be allowed to conduct any other events or activities on the Leased Premises without written approval from Church.

2.03 Signage. City will erect signage to indicate the times the Leased Premises is limited to Church's exclusive use as noted above in 1.03.A & 1.03.B. Such signage as shown on the attached "Exhibit B" will also indicate towing enforcement and storage at the vehicle owner's expense for any unauthorized vehicle parked on the Leased Premises during the periods of the Church's exclusive use as noted above in 1.03.A & 1.03.B.

2.04 Maintenance. Beginning with the first day this Parking Lot Agreement goes into effect until the date this Parking Lot Agreement is terminated, City will assume the maintenance of the entire asphalt surface of the Leased Premises and the connected drive aisle between the Church's buildings located on the property. The City will undertake the first maintenance, as described on the attached "Exhibit C", no later than

December 31, 2017. Future maintenance of the entire asphalt surface or partial repairs will be conducted following requests from Church and determination by City that the maintenance or repair is warranted depending on the condition of Leased Premises or the next scheduled maintenance. City will not allow the Lease Premises to deteriorate to such condition that it becomes a safety hazard or major maintenance problem. Church will have the right to approve or reject the scope of work or scheduling of repairs or maintenance the City undertakes.

2.05 Improvements. City will install one additional parking lot light on a new pole and connect it to the power source of existing parking lot lights, as well as install an additional street light on the existing Elm Street light pole as shown on the attached “Exhibit D.” City will place trash containers on the Leased Premises and will remove trash from the containers on a regular basis. City will install railings along the entire west side of the Lease Premises as shown on the attached Exhibit “A” as a safety precaution along the creek.

A full details list of the maintenance and improvements as noted in 2.04 and 2.05 above and related costs are in the attached “Exhibit E”. City will make no other maintenance, improvements or changes to the Leased Premises without written approval from Church, which may be withheld in Church’s sole and absolute discretion.

ARTICLE III OBLIGATIONS OF CHURCH

3.01 Future Applications. Church will not oppose any future applications to the Texas Alcoholic Beverage Commission for beer, wine, and mixed beverage sales within 1000 feet of the Leased Premises while this Parking Lot Agreement is in effect.

3.02 Purchase Offer. Church will notify City in the event that the Church makes or receives an offer to sell the real property located at 201 E. Broad St., Mansfield, Texas 76063. City may then make an offer to Church to purchase the real property by matching or exceeding the terms presented in the third party offer. Church will have full discretion as to acceptance of the City’s offer or third party’s offer, or reject both offers and retain ownership of the property.

ARTICLE IV TERM

4.01 Term. The initial term of this Parking Lot Agreement will be for a period of thirty-six (36) months commencing on the ___ day of _____, 2016 and terminating on the ___ day of _____, 2019. Following the initial term, this Parking Lot Agreement will automatically be renewed for successive periods of twenty-four (24) months, unless written notice of intent not to automatically renew is delivered by one of the parties to the other at least thirty (30) days prior to expiration of the current term.

4.02 Early Termination. Church may terminate this Parking Lot Agreement by giving sixty (60) days written notice of such termination to City.

- A. Upon such early termination by Church, Church will refund a prorated portion of the annual fee to City for the unused months of the year remaining after termination is effective.
- B. In the event of early termination by Church during the initial 36 month term of this Parking Lot Agreement, Church will refund to City a prorated portion of the cost of the first maintenance described in the attached “Exhibit C” and for the cost of the improvements listed in the attached “Exhibit E” of this Parking Lot Agreement. Reimbursement payments will be made in thirty-six (36) monthly installments.

4.03 Non-appropriation of Funds. City, a political subdivision of the State of Texas, operates on a fiscal year October 1 through September 30. In the event sufficient funds shall not be appropriated for the payment of the annual fee required to be paid in the next occurring fiscal year, then City shall not be obligated to make payment of the annual fee provided for in this Parking Lot Agreement beyond the then current fiscal year. City agrees to deliver proof of non-appropriation and notice to Church of such termination at least thirty (30) days prior to the end of the then current fiscal year. However, failure to deliver such proof of non-appropriation and notice to Church shall not extend the term of this Parking Lot Agreement beyond the end of the then current fiscal year.

ARTICLE V INSURANCE AND INDEMNIFICATION

5.01. Insurance. As a condition to the validity of this Parking Lot Agreement, the City shall procure and maintain in full force and effect, a policy or policies of insurance with the following coverage, naming Church as an additional insured: Commercial General Liability insurance policy with \$1,000,000 combined single limit coverage for bodily injury, death and property damages on the parking lot, buildings and landscaping.

The City will maintain said insurance with insurance underwriters authorized to do business in the State of Texas, and the City will provide a certificate of insurance or other evidence to show that such coverage has been procured and is being maintained. The said City insurance will be the primary insurance in case of a claim.

5.02. Indemnification. To the extent permitted by law, the City agrees to defend, indemnify and hold Church harmless from any liability for property damages, or personal injuries occurring on the parking lot during the term of this Parking Lot Agreement, provided however, that such indemnity shall not apply to liability caused by the sole negligence or willful misconduct of Church, or their agents, servants or employees.

**ARTICLE VI
NATURE OF RELATIONSHIP**

The City and Church agree that the nature of the relationship between them is one of landlords and tenant, and no other. Nothing contained in this Parking Lot Agreement shall be deemed or construed to create the relationship of principal and agent or that of partnership or of joint venture or of any association between the City and Church, and any intention to create a joint venture or partnership relationship between the parties hereto is hereby expressly disclaimed. No provision contained in this Parking Lot Agreement, nor any acts of the parties hereto shall be deemed to create any relationship between City and Church other than the relationship of landlords and tenant. City shall maintain exclusive control, direction and management of its employees, and Church shall have no rights with respect thereto, except for their right to enforce the covenants of the City as set forth in this Parking Lot Agreement.

**ARTICLE VII
ASSIGNMENT OR SUBLETTING**

The City may not assign or sublet the Leased Premises or any portion thereof, nor may the City assign, transfer or delegate to any person City's rights or duties with respect to such property.

**ARTICLE VIII
GENERAL PROVISIONS**

8.01 Notices. All notices required herein shall be sent to the respective parties by certified mail, return receipt requested, at the following addresses:

To the City:	City of Mansfield 1200 E. Broad St. Mansfield, Texas 76063
--------------	--

To Church:	Heritage Baptist Church of Fort Worth 201 E Broad St Mansfield, Texas 76063
------------	---

8.03 Binding Effect. The provisions of this Parking Lot Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

8.04 Interpretation and Place of Performance. This Parking Lot Agreement shall be construed under the laws of the State of Texas and is deemed by the parties to be performable in Tarrant County, Texas. The venue of any legal action to enforce this Agreement shall be in Tarrant County, Texas.

8.05 Partial Invalidity. If any one or more of the provisions contained in this Parking Lot Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision herein, and this Parking Lot Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

8.06 Attorneys Fees. If either party engages an attorney to file suit in order to enforce any rights under this Parking Lot Agreement, the party against whom such action is taken agrees to pay the filing party the reasonable costs of necessary attorney's fees incurred therewith, provided the filing party prevails in such judicial action.

8.07 Amendment. This Parking Lot Agreement may not be altered, waived, or otherwise modified, except where done in writing, and signed by Church and City.

8.08 Entire Agreement. This instrument contains the entire agreement between the parties relating to the subject matter herein. There are no other verbal or written understandings, promises, agreements, or representations relating to the subject matter of this Parking Lot Agreement which have not been included herein, and this Parking Lot Agreement supersedes any and all other agreements, either oral, or in writing, between the parties hereto with respect to the subject matter herein.

EXECUTED this ____ day of _____, 2016.

City of Mansfield, Texas

ATTEST:

By: _____
Clayton Chandler, City Manager

Jeanne Heard, City Secretary

Heritage Baptist Church of Fort Worth, Texas:

By: _____
Todd Shaw, Chairman

Jim Richardson, Treasurer

ATTEST:

By: _____
Glenn Woods, Secretary

New Streetlight

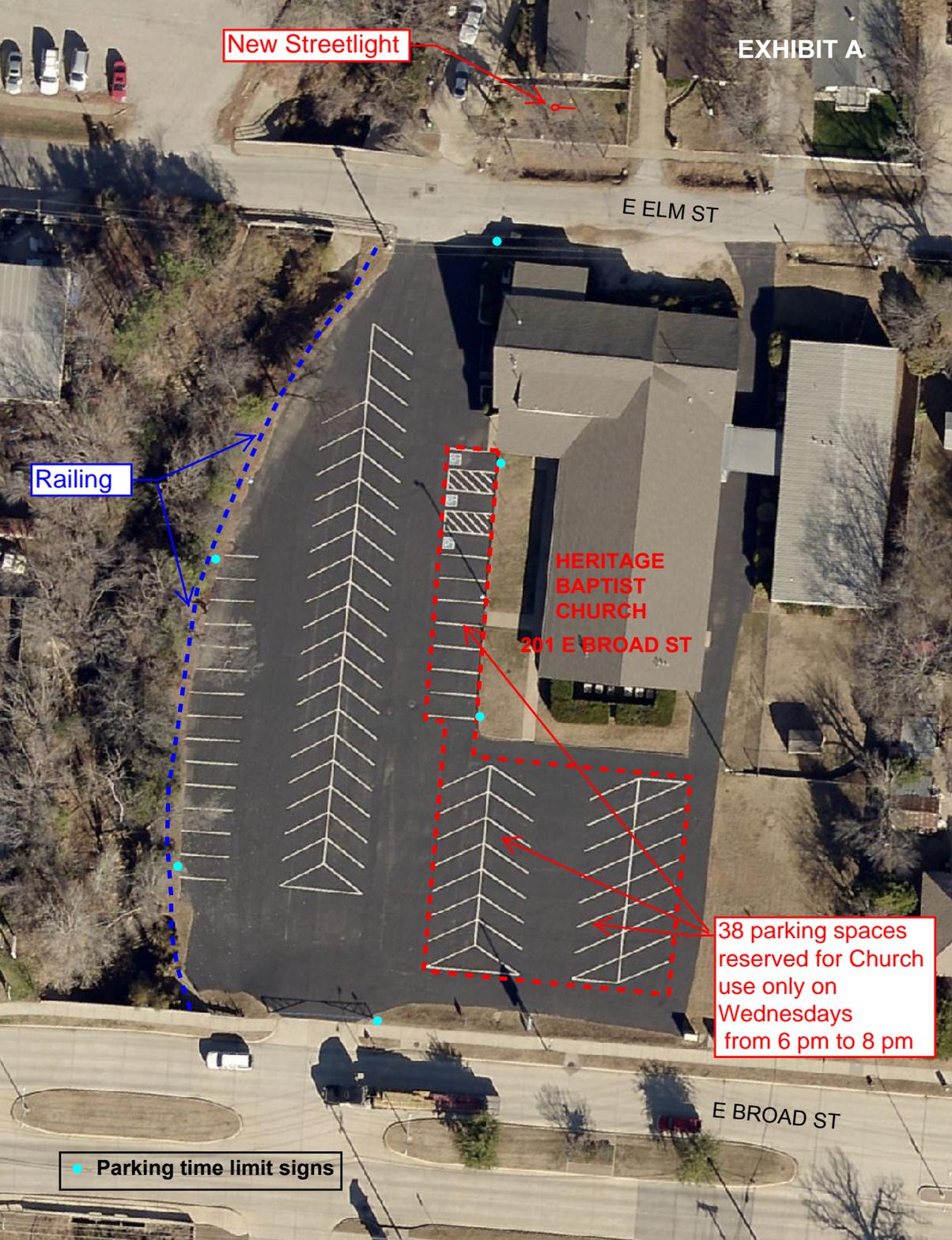
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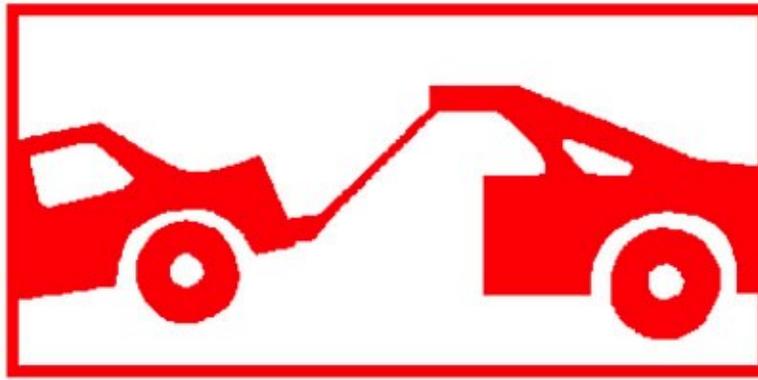
Railing

HERITAGE
BAPTIST
CHURCH
201 E BROAD ST

38 parking spaces reserved for Church use only on Wednesdays from 6 pm to 8 pm

Parking time limit signs





TOWING ENFORCED

**NO PUBLIC PARKING
CHURCH PARKING ONLY
SUNDAY 6 AM – 12 PM**

**UNAUTHORIZED VEHICLES WILL BE TOWED
AT OWNER'S OR OPERATOR'S EXPENSE**

**VEHICLES PROHIBITED: FOR SALE VEHICLES,
ABANDONED, INOPERABLE: ON JACKS OR BLOCKS, FLAT
TIRES, PARKING ON GRASS, UNAUTHORIZED HANDICAP
PARKING, BLOCKING DRIVE, EXPIRED INSPECTION OR
REGISTRATION, UNAUTHORIZED VEHICLES IN ASSIGNED
OR RESERVED SPACES, NO TRACTOR/TRAILER, NO
PARKING IN FIRE LANES**

**TO LOCATE VEHICLE THAT HAS BEEN TOWED
CALL (123) 123-1234 ABC TOWING
123 WRECKER LANE, ANYWHERE, TX**

PUBLIC PARKING



OBSERVE TIME LIMIT

REYNOLDS ASPHALT & CONSTRUCTION COMPANY

P.O. Box 370 * Euless, TX 76039

...Since 1981

Ph (817) 267-3131 * Fax (817) 267-7022

JOB

2016-556

PRICES VALID FOR 30 DAYS FROM DATE OF PROPOSAL

Proj: **Mansfield - Heritage Baptist Church - Parking Lot Maintenance**

Cust: **City of Mansfield**

Quoted: 21-Sep-16
02:52 PM

No.	Description	Estimated Bid Quantity	Unit Bid	Bid Extension
Maintenance Services				
1.0	Crack Seal	550.00 Lbs	\$2.90 / Lbs	\$1,595.00
2.0	Seal Coat (2 Coats) & Restripe per Existing Scheme	43,000.00 SF	\$0.15 / SF	\$6,450.00
3.0	Single Striped Guardrail - Wooden Posts	350.00 LF	\$31.50 / LF	\$11,025.00
Notes:				Total
A - For Crack Seal - No guarantee provided that every crack, alligator or wed cracking will be filled.				\$19,070.00
B - For Guard Rail - Installation includes Single Striped Guardrail with flared ends.				

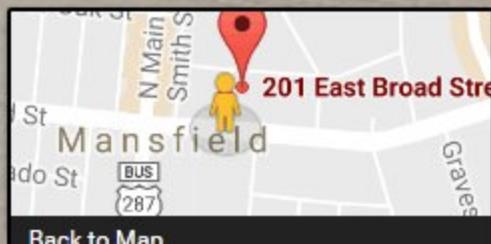
Standard Qualifications:

- 1 Price does not include applicable Sales Tax.
- 2 Excludes bond, engineering/layout, barricades/traffic control, clearing/grubbing, excavation/embankment, subgrade prep, concrete work, sawcuts, removals/hauloff, permits/inspection fees, utility adjustments/relocations, pavement markings/striping - including ADA logos and signs, erosion control, hydromulch/sodding/seeding, SWPPP, signs, weed/grass/soil treatment, patching, proof rolling, backfill pavement, topsoil, testing, subgrade prime, dewatering, cleaning/sweeping, detours/detour maintenance, milling, header cuts, stringline and AGC dues *unless specifically included in estimate items or notes.*
- 3 Quantities are estimates only. Final payment to be made on measured quantities upon completion.
- 4 Estimate excludes all wheel stops, buttons and ADA signage.
- 5 Estimate based upon field review of existing conditions and/or Customer request. Estimate does not reflect an engineering evaluation of soil/subgrade conditions and does not constitute an engineered solution.
- 6 Warranty limited to material and workmanship.
- 7 All prices are based on a mutually agreed upon construction schedule, and ample access to project site, without interference by others, during construction.
- 8 Contract language must be acceptable to Reynolds Asphalt in regards to addressing Qualifications and Notes specified herein.
- 9 Unless specifically noted, this estimate is not submitted for consideration of a Lump Sum contract.

ESTIMATOR: RICHARD BAKER, 817-822-4552 Cell, Email: rbaker@reynoldsasphalt.com

00.0 MHrs

Approx. location of new parking lot light on a new pole



Additional street light
on existing pole



EXHIBIT E

Cost of Maintenance and Improvements

Maintenance and Improvements	Estimated Cost
Signage indicating parking time limits	\$4,000
1st maintenance of asphalt surface of Lease Premises and drive aisle between the Church's buildings located on the property	\$8,045
One additional parking lot light on a new pole and connection to power source of existing parking lot lights	\$3,475
One addition street light on the existing Elm Street light pole	\$0
Trash containers	\$100
Railings along part of the west side of the Lease Premises	\$11,025