



## COUNCIL COMMITTEE MEETING

City Hall Council Chambers, 298 W Washington  
Tuesday, October 17, 2023 at 5:30 PM

### AGENDA

#### CALL TO ORDER

#### DEVELOPMENT SERVICES COMMITTEE

David Baskett, chair; LeAnn Durfey, Justin Haschke, Mark McClinton

1. [Comprehensive](#) and Thoroughfare Plan Update

#### PUBLIC HEALTH AND SAFETY COMMITTEE

Bob Newby, chair; LeAnn Durfey, Lonn Reisman, Maddie Smith

2. [Consider](#) Approval of Change Order to the System Purchase Agreement Between the City and L3 Harris

#### NOMINATIONS COMMITTEE

Maddie Smith, chair; Lonn Reisman, Bob Newby, Brandon Greenhaw

3. Discuss and Approve Nominations to Citizen Boards and Commissions
4. [Discuss](#) Status of Parks and Recreation Advisory Board and Senior Citizens' Advisory Board

#### PUBLIC WORKS COMMITTEE

Mark McClinton, chair; LeAnn Durfey, Justin Haschke, David Baskett

5. [Review](#) Proposed Amendment to the Household Hazardous Waste Agreement with the Fort Worth Environmental Collection Center
6. [Review](#) Professional Services Proposal from IEA for Riverside Drive Stormwater Improvements
7. [Review](#) Professional Services Proposal from Provenance Engineering for WWTP Capital Projects

#### ADJOURN

*Note: The Stephenville City Council may convene into Executive Session on any matter related to any of the above agenda items for a purpose, such closed session allowed under Chapter 551, Texas Government Code.*

***In accordance with the Americans with Disabilities Act, persons who need accommodation to attend or participate in this meeting should contact City Hall at 254-918-1287 within 48 hours prior to the meeting to request such assistance.***

# STAFF REPORT



**SUBJECT:** Progress Report on Comprehensive and Thoroughfare Plan Update  
**MEETING:** Development Services Committee Meeting – October 17, 2023  
**DEPARTMENT:** Development Services  
**STAFF CONTACT:** Steve Killen

## BACKGROUND:

Project funding was appropriated in FY22-23 in the amount of \$350,000 to engage consulting services to update the City’s Comprehensive and Thoroughfare Plans. A Request-for-Proposals was issued with a submittal due date of February 15, 2023. Five firms submitted packets and a four-member Panel was formed to evaluate the submittals. The Panel selected and interviewed three firms and presented a recommendation to the Committee. Lionheart Places was ultimately selected. A thirteen-month timeline was agreed upon and the project kicked-off in May, 2023. Since that time, multiple milestones have been met and the project is on schedule.

## FISCAL IMPACT:

The project was awarded at \$310,000. A \$10,000 “additional services option” may be considered.



October 11, 2023

City of Stephenville  
Steve Killen, Director of Development Services  
298 W. Washington St.  
Stephenville, TX 76401  
skillen@stephenvilletx.gov

Re: Ad-Service request for Stephenville Comprehensive & Thoroughfare Plan

Dear Steve,

We have enjoyed working on the Stephenville Comprehensive & Thoroughfare Plan and understand that the City would like to modify the format of the currently contracted Comprehensive Plan Advisory Committee meetings from virtual to in person. The current contract identifies two remaining Comprehensive Plan Advisory meetings.

- CPAC Meeting # 3: Future Land Use Alternatives
- CPAC Meeting # 4: Recommendations and Implementation

Additional services identified below reflect the additional time and preparation required for in person meetings and assume participation by three people including the project Principal, Project Manager, and a Planner / Designer.

By signing this letter, you are authorizing Lionheart Places LLC to commence services immediately for a fee of \$7,500. The contract conditions of existing Agreement (dated March 24, 2023) shall be binding on these additional services unless modified herein. The following is a summary of the fees associated with this effort.

Current Contract Amount:	\$310,000
Additional Services #1 Amount:	\$10,000
Total New Contract Amount:	\$320,000

Please call me at 512-520-4488 or my cell at 970-948-6281 if you have any questions about this request for additional services.

APPROVED BY LIONHEART, INC.

By: J. Rebecca Leonard Date: \_\_\_\_\_

Title: CEO and Founder

APPROVED BY CLIENT:

By: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_



**CHANGE ORDER NO. 3 TO THE SYSTEM PURCHASE AGREEMENT BETWEEN  
CITY OF STEPHENVILLE, TEXAS AND L3HARRIS TECHNOLOGIES, INC.**

This Change Order No. 3 (“*Change Order*”) is made and entered into this 22nd day of August, 2023 (the “*Effective Date*”), by and between City of Stephenville, Texas (“*Buyer*”) and L3Harris Technologies, Inc. acting through its Communication Systems Segment (“*Seller*”).

**RECITALS**

**WHEREAS**, the parties previously entered into that certain System Purchase Agreement between City of Stephenville, Texas and L3Harris Technologies, Inc., dated December 3, 2021, as amended from time to time (the “*Contract*”);

**WHEREAS**, the parties wish to modify the scope to be provided under the Contract by adding certain items thereto, and to consume in full the balance of a credit carried over from Change Order #2, in the amount of \$22,038.72, as set forth in greater detail herein;

**WHEREAS**, the parties now desire to enter into this Change Order No. 3 to modify the Contract;

**NOW, THEREFORE**, for and in consideration of the mutual promises of the parties to this Change Order and other good and valuable consideration, the receipt of which is hereby acknowledged, Buyer and Seller hereto do hereby agree as follows:

1. Capitalized terms used but not defined in this Change Order shall have the meaning assigned to them in the Contract.
2. “**Total Agreement Price**” means the sum of the Project Total row of the Pricing Summary in the Contract, or one million three-hundred fifty-seven thousand, one-hundred fourteen dollars and ten cents (\$1,357,114.10).
3. The items of Terminal Hardware and related accessories in the Contract are hereby modified as set forth in the Scope and Pricing Summary (the “**CO #3 Equipment**”) which is attached and made a part of this RFC as **Exhibit A** (the “**CO #3 Equipment Order**”).
4. After giving effect to Part 3 of this Change Order, the value of the Change Order #2 Equipment Credit Balance shall be reduced to zero dollars (\$0.00) and no credit will remain on the account of Buyer.
5. The Contract shall be interpreted to contain CO #3 Equipment in the quantities and types set forth herein.
6. The addition of the CO #3 Equipment to the Agreement shall not in any way impede or delay Acceptance of the System, and the supply and installation of the CO #3 Equipment is expressly excluded from the criteria for Acceptance of the System.

7. Buyer shall pay the Change Order #3 Updated Total Agreement Price in accordance with the Change Order #2 Payment Milestone Schedule which is attached as **Exhibit B** and made a part hereof, and otherwise in accordance with Section 9 (Payments) of the Contract.
8. Upon execution of this Change Order, the value of the CO #2 Equipment Credit Balance shall be deemed paid in full.
9. Total Agreement Price –

Description	Date	Value
Total Agreement Price	12/11/2021	\$1,357,114.10
Change Order #1 Price	08/18/2022	\$0.00
Change Order #2 Price	12/02/2022	\$0.00
Change Order #3 Total Price	08/19/2023	\$88,453.36
<b>Change Order #3 Updated Total Agreement Price</b>	08/19/2023	<b>\$1,445,567.46</b>

10. Full Force and Effect – The terms and conditions of the Contract, except as amended herein, shall remain in full force and effect.
11. Execution – This instrument may be executed in one or more counterparts. Documents signed and transmitted electronically shall be deemed original and binding documents.

*[Signatures Follow]*

**IN WITNESS WHEREOF**, Buyer and Seller, through their duly authorized representatives, have executed this Change Order.

**BUYER**

**CITY OF STEPHENVILLE, TEXAS**

By: \_\_\_\_\_

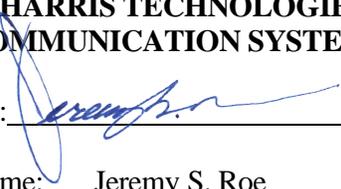
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SELLER**

**L3HARRIS TECHNOLOGIES, INC.  
COMMUNICATION SYSTEMS SEGMENT**

By:  \_\_\_\_\_

Name: Jeremy S. Roe

Title: Principal, Contracts

Date: August 22, 2023

**EXHIBIT A**

CO #3 Equipment Order

INTEROP MATERIAL AND INSTALLATION	QTY	
Materials	1	
Installation	1	
<b>TERMINAL ACCESSORIES TOTAL</b>		<b>\$48,257.48</b>

TERMINAL ACCESSORIES UNITS	QTY	
CHARGER,6-BAY,LI BATTERY, P/XG/XL RADIOS	2	
CHARGER,6-BAY,LI BATTERY, P/XG/XL RADIOS	2	
ANTENNA,WHIP,1/4 WAVE,762-870MHZ	50	
BATTERY, LI-ION, HI-CAPACITY, 4800 MAH	15	
CHARGER,6-BAY,LI BATTERY, P/XG/XL RADIOS	4	
WALL MOUNT KIT,CHARGER,6-BAY,XL-200P	4	
CHARGER,12BAY,LITHIUM,XL	1	
BELT CLIP,METAL	25	
<b>TERMINAL ACCESSORIES TOTAL</b>		<b>\$14,290.00</b>

TERMINAL AND CONSOLE PROGRAMMING HARDWARE AND SOFTWARE	QTY	
CABLE,USB,PROGRAMMING	2	
RPM/RPM2 W/MAST DONGLE & ANNUAL UPDATES	2	
LICENSE,MARKER TONE	3	
<b>TERMINAL AND CONSOLE TOTAL</b>		<b>\$2,134.00</b>

SUBSCRIBER UNITS	QTY	
<b>XL-200M Mobile</b> , Multi-band LTE, Ext Warranty 3-Yr, VHF band, 700/800 MHz, Phase 2 TDMA, 256-AES, 64-DES ENCRYPTION, P25 Trunking, Cabinet XL DESKTOP, Cable Power Y-SPLIT DESKTOP, CABLE XL-MOBILE ETHERNET 45CM, BRACKET MOUNTING XL CONTROL HEAD, CONTROL UNIT XL-CH	6	
<b>XL-200M Mobile</b> , Multi-band LTE, Ext Warranty 3-Yr, VHF band, UHF band, 700/800 MHz, Phase 2 TDMA, 256-AES, 64-DES ENCRYPTION, P25 Trunking, Cabinet XL DESKTOP, Cable Power Y-SPLIT DESKTOP, CABLE XL-MOBILE ETHERNET 45CM, BRACKET MOUNTING XL CONTROL HEAD, CONTROL UNIT XL-CH	2	
<b>SUBSCRIBER UNITS SUBTOTAL</b>		<b>\$45,810.60</b>
<b>CHANGE ORDER #3 TOTAL PRICE</b>		<b>\$110,492.08</b>

**EXHIBIT B**

CO #3 Payment Milestone Schedule

<i>Milestone</i>	<i>Amount</i>
<b>A.1 Infrastructure Hardware</b>	
Contract Signing	\$ 67,772.45
Detailed Design Review	\$ 67,772.45
Equipment Staging	\$ 135,544.90
Equipment Shipment	\$ 203,317.35
Installation	\$ 101,658.68
Final Acceptance	\$ 101,658.68
<b>A.2 Terminal Hardware</b>	
Terminals	\$ 625,304.09
<b>Other Amounts Due</b>	
Change Order #1 - Signing	\$ 26,689.49
Change Order #2 – Signing	\$ 5,357.30
Change Order #3 Price (Before Application of CO #2 Equipment Credit Balance)	\$ 110,492.08
CO #2 Equipment Credit Balance	(\$ 22,038.72)
Change Order #3 Total Price	\$ 88,453.36
- Change Order #3 – Milestone 1: Change Order #3 – Signing	\$ 48,257.48
- Change Order #3 – Milestone 2: Due Upon Shipment of CO #3 Equipment	\$ 62,234.60
<b>Project Total</b>	<b>\$ 1,445,567.46</b>

*[END OF DOCUMENT]*

# STAFF REPORT



**SUBJECT:** Approve a change order to the System Purchase Agreement between the City and L3 Harris

**DEPARTMENT:** Police/Fire

**STAFF CONTACT:** Captain Jeff Walker

**RECOMMENDATION:**

Approve Change Order #3 to the System Purchase Agreement

**BACKGROUND:**

In December of 2021 the City of Stephenville entered into a system purchase agreement with L3 Harris Technologies to implement a new public safety radio system.

As part of our original contract with L3 Harris was the addition of an analog interoperability gateway. This provides for interoperability between different communication systems that use different frequency bands and technologies. In this case, we are upgrading to a new P25 digital trunked system but still need to be able to communicate with older analog systems that operate on VHF and UHF frequency bands such as the Sheriff's Office and other surrounding agencies.

To achieve this interoperability, an interoperability gateway is required. This gateway acts as a bridge between the different communication systems, allowing them to communicate with each other. By acquiring the radios that are compatible with both the new P25 digital trunked system and the older analog systems we will be able to communicate with other radio systems in the area, including those with whom they have mutual aid agreements or during emergencies such as the Erath County Fire Department and Erath County Sheriff's Department.

Per the original contract the Interop gateway was supposed to be installed at the police department and attached to the existing VHF/UHF base station radios. These radios are nearly 20 years old and are the only parts of the existing old radio system we were planning to continue using.

In consideration of moving forward with the Erath County Joint Dispatch Center (ECJDC), we feel that it would be most cost effective in the long term to add additional radios to the Prather tower site. If we move/leave the Interop gateway at the police department that equipment will have to be moved and relocated again to a new location for the ECJDC. Based on the complexity of the system we anticipate that it will cost more to move the Interop Gateway once the system is operational to a new 3rd party location than it would be to install the additional radios at Prather Tower.

Secondly, the location at Prather tower is ideal for the Interop gateway because of its prominent elevated location which receives excellent radio signals and its proximity to the new radio system hardware substructures. If the Interop gateway is installed at Prather tower, then it will not need to be moved or reconfigured for the joint dispatch center. This will minimize future cut-over costs and reduce the complexity for moving to a combined dispatch radio system.

Lastly, adding the new radios will eliminate the older radios and replace them with brand new, top of the line radios that will be covered under warranty and serviceable for the foreseeable future. This ensures that our system is completely integrated into the L3 Harris radio environment. This will reduce our upkeep and maintenance costs in the future, especially when a combined dispatch center is implemented.

The proposed configuration will allow for interoperability within a joint dispatch system, which can improve coordination and communication between different agencies during emergencies or large-scale events. While not part of the budgeted radio project, funding these radios now will reduce the costs of combined dispatch and represent a concrete investment in the future success and operability of both the new public safety radio system and combined dispatch.

L3 Harris has created a 3rd change order for the completion of the Interop portion as well as for additional radio equipment. This change order includes additional radio accessory equipment that both the police and fire departments.

#### **FISCAL IMPACT SUMMARY:**

The total cost of change order #3 is \$110,492.08 with \$48,257.48 due at signing, using the credit balance of \$22,038.72 and the remainder due upon shipment and delivery of equipment. This request is to utilize funding set aside for the creation of the Erath County Joint Dispatch Center.

#### **ALTERNATIVES**

# STAFF REPORT



**SUBJECT:** Combining Parks and Recreation Advisory Board with Senior Advisory Board

**DEPARTMENT:** Parks and Leisure Services

**STAFF CONTACT:** Daron Trussell, Director of Parks and Leisure Services

## RECOMMENDATION:

To consider combining the Parks and Recreation Advisory Board and the Senior Center Advisory Board

## BACKGROUND:

There has been an ongoing issue with having a quorum for the Parks and Recreation Advisory Board. For the last 3 years most, meetings were not able to be held due to the lack of a quorum. This issue has made the staff of Parks and Leisure Services rethink having these two boards operate independently of each other.

With the Senior Center moving operations to the City Park, this created an opportunity to combine these two boards. This will give members the ability to speak into both parks and recreation and senior programs. We have many members of our Senior Center that have an interest in numerous other areas of Parks and Recreation.

There is also an issue with the number of applicants for these boards when an opening becomes available. There have been members of each board that would be happy to let a new person serve, but in many cases, there have not been any applicants. Combining these two boards and serving the interest of all programs under Parks and Leisure should provide for a more diverse pool of applicants.

Combining boards has been discussed and the Senior Center Advisory Board voted unanimously at the July 2023 meeting to combine the two boards. The Parks and Recreation Advisory Board did not have a quorum to vote, the issue was discussed without any negative feedback.

## ALTERNATIVES

Leave the boards as they currently are.

**ORDINANCE NO. 2023-O-XX**

**AN ORDINANCE REPEALING THE PROVISIONS SET OUT IN CHAPTER 32: DEPARTMENTS, BOARDS AND COMMISSIONS, SECTIONS 32.20 THROUGH 32.34 PARKS AND RECREATION ADVISORY BOARD AND SECTIONS 32.50 THROUGH 32.64 SENIOR CITIZENS' ADVISORY BOARD FROM THE CODE OF ORDINANCES AND PROVIDING FOR AN EFFECTIVE DATE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS:**

Section One

Section 32.20 Membership; Section 32.21 Powers and Duties; Section 32.22 Procedure, quorum; and Section 32.23 Meetings, attendance; Section 32.34 Term limits; and Sections 32.25-32.34 Reserved of the Parks and Recreation Advisory Board are hereby in all things repealed from Chapter 32: Departments, Boards and Commissions.

Section Two

Section 32.50 Membership; Section 32.51 Powers and Duties; Section 32.52 Procedure, quorum; and Section 32.53 Meetings, attendance; Section 32.54 Term Limits; and Sections 32.55-32.64 Reserved of the Senior Citizens' Advisory Board are hereby in all things repealed from Chapter 32: Departments, Boards and Commissions.

Section Three

This ordinance shall become effective upon its passage.

**PASSED AND APPROVED** at a meeting of the City Council of the City of Stephenville, Texas, this 7<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Lockenour, City Secretary

\_\_\_\_\_  
Reviewed by Jason King, City Manager

\_\_\_\_\_  
Approved as to form and legality  
Randy Thomas, City Attorney

**ORDINANCE NO. 2023-O-XX**

**AN ORDINANCE CREATING A NEW SECTION OF CHAPTER 32 "DEPARTMENTS, BOARDS AND COMMISSIONS" OF THE CODE OF ORDINANCES AND PROVIDING AN EFFECTIVE DATE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS:**

**Section 1.**

The following shall be added to Chapter 32 "Departments, Boards and Commissions" of the City of Stephenville Code of Ordinances:

**ARTICLE II: PARKS AND LEISURE SERVICES ADVISORY BOARD**

**32.20 MEMBERSHIP.**

There is hereby created a seven-member board which shall advise the City Council on policy matters affecting the city's Parks and Leisure Services Department, and such board shall be known as the Parks and Leisure Services Advisory Board. At least five members of the Board must be residents of the city. Each of the seven members shall be appointed for two year terms until their successors are appointed and qualified. Should vacancies occur on the Board, the vacancies shall be filled in the same manner as original appointments, except such terms shall only be for the remainder of such unexpired term. The City Council shall approve the appointment of new Board members prior to January 1, since the term of office will run from January 1 to December 31.

**32.96 POWERS AND DUTIES.**

The Parks and Leisure Services Advisory Board shall serve in an advisory capacity to the City Council on policy matters concerning the planning, acquisition, operation and use of parks, playgrounds, and open spaces; recommend policies on recreational programs; matters concerning the policies, operation and use of the Senior Citizens' Center; and perform such functions as may be duly delegated to it from time to time by the City Council.

**32.97 PROCEDURE; QUORUM.**

A) Procedure. "Roberts Rules of Order Revised" shall govern the proceedings of the Board, provided that such shall not be in conflict with the City Charter or other provisions of law.

(B) Quorum. A quorum at any meeting of the Parks and Leisure Services Advisory Board will be established by the presence of at least four members. The Chairman shall be entitled to vote upon any issue but shall have no veto power.

**32.98 MEETINGS; ATTENDANCE.**

(A) Meetings. The Board shall meet at least quarterly in accordance with the Texas Open Meeting Law.

(B) Attendance. Three consecutive absences from meetings of the board shall be considered a voluntary resignation. In addition, four absences in any twelve-month period shall be considered a voluntary resignation.

**32.99 COMPENSATION.**

All members of the Parks and Leisure Services Advisory Board shall serve without compensation but may be reimbursed for all expenses reasonably incurred by them in the performance of their duties as members of the Board, when authorized by the City Council.

**32.100 TERM LIMITS.**

A member of this board will not be eligible for reappointment after they have served three consecutive terms until after they have taken a one-year hiatus. Members may apply for another board or commission without taking a one-year hiatus. The City Council may appoint members to additional terms past the term limit if no applications have been received to fill a vacancy.

**Section 2.**

This ordinance shall become effective upon its passage.

**PASSED AND APPROVED** this the 7<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Doug Svien, Mayor

ATTEST:

\_\_\_\_\_  
Sarah Lockenour, City Secretary

\_\_\_\_\_  
Reviewed by Jason King,  
City Manager

\_\_\_\_\_  
Approved as to form and legality by  
Randy Thomas, City Attorney

# Public Works Committee

## STAFF REPORT



**SUBJECT:** Household Hazardous Waste – Interlocal Agreement – First Amendment  
**MEETING:** Public Works Committee Meeting - 17 OCT 2023  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

### RECOMMENDATION:

Staff recommends approval of the First Amendment to the Interlocal Agreement to continue the annual program providing residents the ability to responsibly dispose of household hazardous wastes at no direct cost.

### BACKGROUND:

The City of Stephenville has maintained an interlocal agreement with the City of Fort Worth Environmental Collection Center (ECC) for over two decades to provide an annual household hazardous waste collection event and the ability for city residents to utilize the Fort Worth Environmental Collection Center at no direct cost to the resident.

The agreement allows residents a means to dispose of products which can be environmentally harmful to groundwater and the operations at the wastewater treatment plant if disposed of improperly. Paints, oils, household cleaners, batteries, light bulbs, and fertilizers are commonly received at disposal events. There are currently over 50 municipalities listed as participating cities with the City of Fort Worth ECC.

### PROPOSAL:

The existing interlocal agreement, initiated in 2017 with the City of Fort Worth, is self-renewing. However, Section 14 of the agreement provides the city the right to terminate the agreement for any reason, with or without cause, upon thirty (30) days written notice. Also, any future agreement modification, including cost of service, requires council approval. A copy of the existing interlocal agreement, the proposed First Amendment, and the transmittal letter are attached.

### FISCAL IMPACT SUMMARY:

The First Amendment proposes a per household, per visit, fee of \$95, which is an increase from the previous cost of \$50 that was in place from 2017 through 2023. The cost from 2009 through 2016 was held at \$47 per person.

The average cost of the City of Stephenville local collection event has been approximately \$2,000 per event over the past six (6) years. Minimal hourly and volunteer staff hours are used to assist with the annual event.

This year's mobile collection event was held on August 19, 2023 at the Municipal Service Center. A total of 26 vouchers were issued with 20 actual participants attending the event, yielding a \$1,000 total event cost.

The approved FY23-24 budget allocated funds for this program. The total event cost would be capped at a maximum of \$4,000 by limiting the amount of vouchers issued. The total cost of the event would be dependent on the number of actual participants.

**ALTERNATIVES:** The following alternatives are provided for consideration:

1. Do not approve the interlocal agreement amendment.
2. Identify an alternate disposal and/or cost recovery solution.

#### ADVANTAGES:

1. Approval of the proposal continues an established service provided by the city.
2. Approval provides residents a legal and safe disposal method at no direct cost.
3. Funds are appropriated in the adopted FY23-24 budget.

#### DISADVANTAGES:

The cost to the city to provide the service would increase from \$50 to \$95 per household.

### ATTACHMENT(S):

[First Amendment – Interlocal Agreement ECC HHW Program](#)  
[Transmittal Letter – Fort Worth Environmental Collection Center](#)  
[Interlocal Agreement ECC HHW Program](#)

**FIRST AMENDMENT TO  
FORT WORTH CITY SECRETARY CONTRACT NO. 49682  
AN INTERLOCAL AGREEMENT  
BETWEEN CITY OF FORT WORTH AND CITY OF STEPHENVILLE  
FOR PARTICIPATION IN THE ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM**

This First Amendment to Fort Worth City Secretary Contract No. 49682 (“First Amendment”) is made between the City of Fort Worth (“Fort Worth”), a municipal corporation, and City of Stephenville, (“Participating City”) and located in Erath County, Texas, acting herein by and through Doug Svien, its duly authorized Mayor.

**WHEREAS**, Fort Worth and Participating City entered into an Interlocal Agreement identified as Fort Worth City Secretary Contract No. 49682 (the “Agreement”) for participation in the Environmental Collection Center Household Hazardous Waste Program; and

**WHEREAS**, due to rising costs of the program, Fort Worth must increase the cost that each participating City pays per visit to the Environmental Collection Center or per participating household in a Mobile Collection Event; and

**WHEREAS**, Fort Worth and Participating City agree to amend the Agreement to an increase in the cost per household visit to the ECC or per participating household in a Mobile Collection Event from \$50.00 to \$95.00; and

**WHEREAS**, Fort Worth and Participating City also agree to amend the Agreement to allow the cost per household to be adjusted so long as there is mutual agreement by Fort Worth and the Participating City.

**NOW THEREFORE**, known by all these present, Fort Worth and Participating City, acting herein by the through their duly authorized representatives, agree to the following terms, which amend the Agreement as follows.

I.

**AMENDMENTS**

**1. Section 10 “Compensation”, Paragraph A of the Agreement is hereby deleted in its entirety and restated as follows:**

Participating City agrees to pay Fort Worth the sum of **\$95.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated. Fort Worth may adjust the cost per household visit to the ECC (or per

participating household in a Mobile Collection Event) by providing Participating City at least ninety (90) days written notice and by mutual consent. If Participating City does not consent to the adjustment, then this Agreement may be terminated in accordance with the Agreement.

II.

**ALL OTHER TERMS SHALL REMAIN THE SAME**

All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

III.

**ELECTRONIC SIGNATURE**

This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature, shall be treated as and shall have the same effect as an original.

*[Signature Page Follows]*

**SIGNATURE PAGE**

**INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S  
ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM**

Executed effective as of the date signed by the Assistant City Manager below.

**FORT WORTH:**

<p><b>City of Fort Worth</b></p> <p>By: _____ Name: Valerie Washington Title: Assistant City Manager</p> <p>Date: _____</p> <p><b>Approval Recommended:</b></p> <p>By: _____ Name: James Keezell Title: Assistant Director Code Compliance</p> <p><b>Attest:</b></p> <p>By: _____ Name: Jannette Goodall Title: City Secretary</p>	<p><b>Contract Compliance Manager:</b> By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.</p> <p>By: _____ Name: Rex Johnson Title: Environmental Supervisor</p> <p><b>Approved as to Form and Legality:</b></p> <p>By: _____ Name: Christopher Austria Title: Assistant City Attorney</p> <p><b>Contract Authorization:</b> <b>M&amp;C: 28276</b></p>
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**PARTICIPATING CITY**

<p><b>City of Stephenville</b></p> <p>By: _____</p> <p>Name: Doug Svien Title: Mayor</p> <p>Date: _____</p> <p><b>Attest:</b></p> <p>By: _____</p> <p>Name: Sarah Lockenour Title: City Secretary</p>	<p><b>Approved as to Form and Legality:</b></p> <p>By: _____</p> <p>Name: Randy Thomas Title: City Attorney</p>
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Date: April 17, 2023

SUBJECT: City of Fort Worth Environmental Collection Center Rate Increase

Dear Participating City,

I would like to thank you for being a customer to the City of Fort Worth, Environmental Collection Center (ECC). Over the last 25 years, the ECC has grown from servicing 5,000 households per year to disposing of waste from more than 30,000 homes annually. We have accomplished this with limited pricing adjustments since inception, even maintaining pricing during the COVID pandemic as to not further burden cities with additional costs during that time.

As we discussed earlier this year, due to a dramatic increase in disposal costs, we must raise the price for citizens to dispose of household chemical waste at the ECC. We did consider the stakeholder feedback received at previous meetings and elected to delay any cost increase until October 2023 to ensure that jurisdictions have time to communicate this change with residents

Effective October 1, 2023 the cost per household to properly dispose of chemical waste at the ECC will go from \$50 to \$95. Barring any unforeseen circumstances, we anticipate this rate will remain in effect through September 30, 2025.

We have avoided raising our prices for as long as possible, but we can no longer prolong the inevitable. Thank you for being a participating city and we look forward to working with you in the future. If you have any questions, please do not hesitate to contact me at 817-392-5153 or [james.keezell@fortworthtexas.gov](mailto:james.keezell@fortworthtexas.gov).

Sincerely,

Jim Keezell  
Assistant Code Compliance Director  
Solid Waste Services Division  
City of Fort Worth

cc: Brandon Bennett, Director Code Compliance  
Ben Carson, Senior Administrative Services Manager, Code Compliance  
HRIS Records

**ORIGINAL**

CITY SECRETARY  
CONTRACT NO. 49682

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S  
ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM  
FY2018



INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S  
ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM

THIS AGREEMENT is entered into by and between the City of Fort Worth, Texas, a home-rule municipal corporation situated in Tarrant, Denton, Parker, and Wise Counties, Texas, hereinafter called "Fort Worth," acting by and through Fernando Costa, its duly authorized Assistant City Manager and the City of Stephenville hereinafter referred to as "Participating City" and located in Erath County, Texas acting herein by and through Jerry K. Weldon, II its duly authorized Mayor .  
(Title) (Name)

**DELIVERY OF NOTICES**

**Any notices required to be given under this Agreement shall be delivered as follows:**

If to Fort Worth:

German Vazquez, Solid Waste Superintendent  
Rex Johnson, Environmental Supervisor  
Code Compliance – Solid Waste  
City of Fort Worth  
4100 Columbus Trail  
Fort Worth, Texas 76133

If to Participating City:

Nick Williams, P.E., Director of Public Works

298 West Washington Street

Stephenville, TX 76401

**OPERATIONAL CONTACTS**

**Participating City’s Operational Contact Persons:**

Designated person is: Nick Williams telephone number: 254-918-1223  
Mobile phone number (24-hour) where he/she can be reached 254-485-1776  
Email Address: nwilliams@stephenvilletx.gov

Alternate person is: Gary Hunt telephone number: 254-918-1235  
Mobile phone number (24-hour) where he/she can be reached 254-485-1769  
Email Address: ghunt@stephenvilletx.gov

**VOUCHER UTILIZATION**

The Participating City:

DOES wish to use a voucher system for its residents visiting the ECC or a mobile event.

DOES NOT wish to use a voucher system for its residents visiting the ECC or a mobile event.

If a voucher system is used only residents with an official voucher provided by Participating City will be allowed to drop wastes off at the ECC or at mobile events in Participating City. **A copy of the official voucher must be attached to this agreement.**

**INVOICE DELIVERY**

**Invoices to Participating City shall be delivered to:**

Nick Williams, P.E., Director of Public Works

Name

Public Works Department

Department (if applicable)

298 West Washington Street

Street Address or PO Box

Stephenville, TX 76401

City, State, ZIP

nwilliams@stephenvilletx.gov / skoonce@stephenvilletx.gov

email address for billing questions and correspondence

Participating City shall notify Fort Worth in writing if the above contact information changes during the term of this Agreement.

WITNESSETH

WHEREAS, Texas Government Code, Chapter 791, authorizes the formulation of interlocal cooperation agreements between and among local governments; and

WHEREAS, Texas Government Code, §791.011 provides that a local government may contract with another local government to perform governmental functions and services, and §791.003(3)(H) defines waste disposal as a governmental function and service; and

WHEREAS, Texas Government Code, §791.025 provides that a local government may agree with another local government to purchase services; and

WHEREAS, Fort Worth and Participating City desire to enter into an interlocal agreement whereby Fort Worth will purchase the services of a waste disposal/recycling firm or firms and will administer a household hazardous waste collection program; and

WHEREAS, Fort Worth and Participating City mutually desire to be subject to the provisions of Texas Government Code, Chapter 791, also known as the Interlocal Cooperation Act.

NOW THEREFORE, it is agreed as follows:

1.  
DEFINITIONS

- A. Unless a provision in this Agreement explicitly states otherwise, the following terms and phrases, as used in this Agreement, shall have the meanings hereinafter designated.

Act of God means an act occasioned by the direct, immediate, and exclusive operation of the forces of nature, uncontrolled or uninfluenced by the power of humans and without human intervention.

Bill of Lading lists the contents of the mobile collection unit.

Environmental Collection Center (ECC) means the City of Fort Worth Code Compliance-Environmental Management Division facility located at 6400 Bridge Street, Fort Worth, Texas, which is to be used by Fort Worth for the aggregation of household hazardous wastes that have been brought to the facility by participating cities' households for subsequent recycling, disposal, and/or reuse.

Environmental damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or un-matured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred subsequent to the execution of this Agreement as a result of the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of waste pursuant to this Agreement, or the existence of a violation of environmental requirements pertaining to same, and including without limitation:

- (a) Damages for personal injury and death, or injury to property or natural resources;
- (b) Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such wastes or violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports or the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of such wastes or violations of environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this Agreement or collecting any sums due hereunder; and
- (c) Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

Environmental requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- (a) All requirements, including but not limited to those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants, or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surface water, groundwater, storm water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- (b) All requirements pertaining to the protection of the health and safety of employees or the public.

Force majeure means decrees of or restraints by a governmental instrumentality other than the Parties, acts of God, work stoppages due to labor disputes or strikes, failure of Fort Worth's contractor(s) to perform pursuant to their agreements with Fort Worth for the conduct of the collection of household hazardous waste, fires, explosions, epidemics, floods, extreme weather, riots, war, rebellion, and sabotage.

Household hazardous waste (HHW) means any solid waste generated in a household by a consumer which, except for the exclusion provided for in 40 CFR § 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.

Manifest means the uniform hazardous waste manifest form(s) that must accompany shipments of municipal hazardous waste or Class 1 industrial solid waste.

Mobile collection event means a household hazardous waste collection event by Participating City utilizing a mobile collection unit.

Mobile Collection Unit (MCU) means a non-self-propelled vehicle used for the periodic collection of household hazardous waste by Participating City, off-site of the ECC, which is transported to the ECC to dispose of the household hazardous waste collected at the mobile collection event. Mobile Collection Units owned by Fort Worth are designed to hold the hazardous waste of approximately 50 to 75 households.

Participating City means the municipality which has entered into this agreement with the City of Fort Worth.

Participating Entities, when used in the plural, means Fort Worth, Participating City, and all other entities which have entered into interlocal agreements with Fort Worth for the ECC household hazardous waste collection program.

Person means an individual, corporation, organization, government, or governmental subdivision or agency, business trust, partnership, association, or any other legal entity.

Waste has the same meaning as "solid waste" as that term is defined in Texas Health and Safety Code §361.003, and including hazardous substances.

- B. Unless a provision in this Agreement explicitly states otherwise, the following abbreviations, as used in this Agreement, shall have the meanings hereinafter designated.

CERCLA - Comprehensive Environmental Response, Compensation, and Liability Act, its amendments, associated case law, and state counterparts.

CPR - cardiopulmonary resuscitation

DOT - United States Department of Transportation

ECC - Fort Worth Environmental Collection Center

EPA - United States Environmental Protection Agency

HAZCAT - hazardous categorization

HAZWOPER - hazardous waste operations and emergency response and the training, certification, and legal requirements associated therewith

HM - hazardous materials

HHW - household hazardous waste

MCU - Mobile Collection Unit

TCEQ - Texas Commission on Environmental Quality

2.  
PURPOSE

The purpose of this interlocal agreement (hereafter "Agreement") is the provision of services by Fort Worth to Participating City whereby, subject to the terms and conditions specified below, Fort Worth will administer and supervise a regional household hazardous waste collection program, which will be available to households within Participating City as described herein.

3.  
TERM

This Agreement shall be effective from October 1, 2017 or the date the last party has signed this Agreement. This agreement will be self-renewing infinitely. This agreement will be binding for both parties until one or more parties terminate the agreement. However, the duties and responsibilities of the Parties for events which occurred during the term of the contract shall survive.

4.  
SERVICES OF FORT WORTH

Fort Worth agrees to perform the following services for Participating City in connection with the ECC household hazardous waste collection program:

- A. Fort Worth will administer a regional household hazardous waste collection program. This program will include the operation of the Environmental Collection Center, which will accept for disposal and/or recycling household hazardous waste from households located within Participating City. Fort Worth shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; wastes from businesses; or any other wastes that Fort Worth has determined are unacceptable. Commercial waste is never accepted by Fort Worth.
- B. Fort Worth will employ or retain personnel to provide the services necessary to perform Fort Worth's obligations in this Agreement.
- C. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste that is collected at the ECC or during mobile collection events.
- D. Fort Worth will, if requested in writing by Participating City, provide Participating City with copies of waste manifests for shipments of waste from the ECC.
- E. Fort Worth will, if requested in writing by Participating City, provide Participating City a monthly report of the Participating City's households who disposed of household hazardous waste at the Environmental Collection Center or a mobile collection event.
- F. Fort Worth will issue a report and an invoice at the end of each quarter detailing the number of Participating City's households that disposed of household hazardous waste at the Environmental Collection Center or at mobile collection events.

G. Fort Worth will act under this Agreement in accordance with all applicable state and federal laws.

H. Mobile Collection Events

Participating City may schedule a mobile collection event to be operated by Fort Worth personnel using one of Fort Worth's MCUs or conduct their own mobile collection events using either Participating City's MCU or Fort Worth's Reserve MCU (as available). State regulations require notification to the Texas Commission on Environmental Quality (TCEQ) at least 45 days prior to conducting the event.

1. Fort Worth Operated Events:

If Participating City would like to schedule a mobile collection event with the Fort Worth Mobile Collection Unit, Participating City shall contact the ECC as soon as possible for a list of available dates. The time and location shall be agreeable to both parties. Participating City may schedule one mobile collection event each contract year. Fort Worth will file notification of the event with TCEQ as required by 30 TAC §335.403.

(a) Scheduling Events

Fort Worth will begin scheduling mobile collection events for each calendar year on the first scheduled working day after the New Year begins. To ensure proper notification to TCEQ, events must be scheduled at least sixty (60) days ahead of the proposed date. Participating City acknowledges that Fort Worth contracts with other municipalities and that Fort Worth will be accommodating each Participating City's request on a first come first served basis. Therefore, Participating City acknowledges that its chosen date to schedule a mobile collection event may be reserved by another city and Participating City will have to then choose another date. Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. Only one mobile collection event using Fort Worth staff and equipment per city is entitled under this contract. Additional events may be accommodated if feasible.

(b) Location

If Participating City chooses to hold the Mobile Collection Event on private property, Participating City shall obtain a signed waiver from the owner of the property sixty (60) days prior to the event. The waiver shall be in the form of Exhibit B or similar form approved by Fort Worth. The signed waiver must be sent to Fort Worth sixty (60) days before the Mobile Collection Event. If the signed waiver is not sent to Fort Worth sixty (60) days before the Mobile Collection Event, Fort Worth will not send the Fort Worth Mobile Collection Unit to the event and Participating City will, in no event, be entitled to any damages or recovery of any costs, except as provided herein. All events must be held on an impervious surface.

(c) At the Mobile Collection Event, Participating City acknowledges and agrees that Fort Worth shall accept household hazardous waste from the first 50 households that show proof of residency at the Mobile Collection Event. After the first 50 households, Fort Worth will determine in its sole discretion how

much more waste it can accept for proper transport back to the ECC. If more households arrive at the event than Fort Worth can accept, Participating City will in no event be entitled to any damages or recovery of any costs, except as provided herein.

- (d) Due to limited storage space at the ECC, Participating City acknowledges and agrees that if it requests the Fort Worth Mobile Collection Unit at a mobile collection event, a Participating City's MCU shall not also be at the event.
- (e) Fort Worth, in its sole discretion, will determine whether to send the Fort Worth Mobile Collection Unit to Participating City's Collection Event during adverse weather, the threat of adverse weather, or other hazardous conditions including but not limited to sleet, snow, rain, mist, or hail. In the event Fort Worth determines not to send the Fort Worth Mobile Collection Unit, Fort Worth shall attempt to notify persons listed herein as an "Operational Contact" by the Participating City and shall attempt to send a Fort Worth employee to the Participating City's event to tell any residents that come to dispose of household hazardous waste that the Fort Worth Mobile Collection Unit will not be coming to the event, but the resident can go to the ECC to dispose of the waste. A map with directions to the ECC also will be provided.
- (f) The Participating City agrees to collect collection data at the MCU and provide Fort Worth with a list of total MCU participants and total quantities of wastes listed in an Excel spreadsheet in a template provided by Fort Worth as Exhibit C, within ten (10) days of the mobile collection event. No vouchers, sign-in sheets, or copies of either will be accepted by Fort Worth.

2. Participating City Mobile Collection Unit:

- (a) Fort Worth agrees to accept household hazardous waste from mobile collection events conducted by Participating City using Participating City's MCU in accordance with the terms of this Agreement.
- (b) Fort Worth agrees to restock the items it removes from Participating City's MCU, however, Fort Worth shall only restock items listed in Exhibit "A," attached and incorporated herein as if set forth.

3 Loan of the Reserve Mobile Collection Unit

The reserve MCU is a specially designed and equipped thirty-six (36) foot gooseneck box-trailer and one (1) ton pickup owned by Fort Worth. Participating City may request the loan of Fort Worth's Reserve MCU free of charge for use in a Household Hazardous Waste collection event when available. Participating City may use the Reserve MCU to transport HHW to Fort Worth's ECC or another collection center that may lawfully receive HHW. Participating City shall provide Fort Worth with a written request, facsimile or e-mail, at least sixty (60) days prior to the event date for which the request is made. Fort Worth shall have sole determination whether the Reserve MCU is available for use by Participating City and shall notify Participating City as soon as is reasonably practicable of such decision. Fort Worth shall not participate in nor be responsible for

any part of the Participating City's HHW Collection Event unless and except by written mutual agreement.

- (a) Fort Worth shall disclose any known problems the Reserve MCU may have in performing the tasks necessary for the HHW Collection Event. Prior to issuance of the Reserve MCU, a pre-trip inspection for potential maintenance problems will be performed by Fort Worth. Also, both parties will complete a pre-trip aesthetic assessment. Participating City shall be responsible for all certifications and insurance necessary for the proper operation of the Reserve MCU.
- (b) Participating City agrees to maintain and return the Reserve MCU in as good condition as it was in when Participating City took possession for use. Participating City shall return the Reserve MCU to Fort Worth in a timely manner and as mutually agreed upon.
- (c) Participating City shall be responsible for all property damage, personal injury, or death caused by Participating City's employees, volunteers, contractors, or agents and arising out of the use of the Reserve MCU during the term of this Agreement.
- (d) It is expressly understood and agreed that, in the execution of this Agreement, neither of the parties waives, nor shall be deemed hereby to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement the parties do not intend to create any obligations, expressed or implied, other than those set forth herein and this Agreement shall not create any rights in parties not signatories hereto.

##### 5. DUTIES OF PARTICIPATING CITY

Participating City agrees to perform the following duties in connection with the household hazardous waste collection program:

- A. Participating City will designate one of its employees, and another as an alternate, to act as its household hazardous waste collection Operational Contact to interact with Fort Worth as designated on the signature page to this contract.
- B. Participating City will coordinate and fund all program advertising targeted to its own citizens, as it deems necessary. Such advertising shall include the type of wastes that will be accepted at the ECC, the requirement of proof of residency, and weather cancellation information.
- C. Participating City shall notify its residents of the ECC hours of operation and dates it is closed as provided in Section 9 "The Environmental Collection Center Hours of Operation."
- D. Participating City may choose to utilize a voucher system for its residents in order for them to bring HHW to the ECC. If Participating City chooses to use such a system, it shall designate so

herein and include a copy of the official voucher. In addition, if a citizen from a Participating City that utilizes a voucher system comes to the ECC or a mobile collection event without a voucher, Participating City acknowledges and agrees that Fort Worth will not accept the household hazardous waste until Participating City authorizes the acceptance in writing.

- E. Participating City may submit a written request for a monthly report listing the number of its city's households that have disposed of household hazardous waste at the ECC or a mobile collection event.
- F. Participating City shall provide traffic control and signage for the mobile collection event, and shall provide personnel to assist Fort Worth with the offloading of material, surveys, and screening of persons dropping off household hazardous waste. Prior to the event, the parties shall agree upon the details of the traffic control, signage, and personnel assistance.
- G. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated even if the resident has only one voucher.
- H. Participating City shall provide a means for disposing of solid waste (e.g. boxes, trash, containers) on site during a mobile collection event.
- I. Mobile Collection Events using Participating City's MCU or Reserve MCU
  1. Participating City is responsible for proper notification to TCEQ as required by 30 TAC §335.403.
  2. Participating City shall advise the ECC at least 72 hours in advance of its mobile collection events. Participating City shall collect only HHW during a mobile collection event. Wastes from commercial, agricultural, and industrial sources shall not be accepted. Participating City shall not accept compressed flammable gas containers; radioactive materials; explosives or potentially shock sensitive materials; biological, etiologic, or infectious materials; or any other wastes that Fort Worth has determined are unacceptable.
  3. In accordance with the latest DOT requirements, Participating City's MCU operators will properly categorize, package, mark, label, and load into the MCU, all wastes received at the mobile collection event. Recyclable products (used oil, used oil filters, latex paint, recyclable anti-freeze, lead-acid batteries, and fluorescent lights) will be segregated into containers for recyclables.
  4. After accepting wastes, Participating City's MCU operators shall thoroughly check each container for proper labeling and identification. If a container is properly identified, the material will be segregated according to hazard class and prepared for packaging. If a container does not have adequate labeling to permit identification, the MCU operators shall then attempt to identify the material from its physical characteristics using HAZCAT analysis and from information provided by the household presenting the waste.

5. The Participating City's MCU operators shall package all hazardous materials in accordance with DOT requirements, EPA requirements, and all other applicable federal and state requirements. After all the wastes have been properly identified and segregated, the MCU operators will reexamine the wastes for compatibility, list them on the container content sheets, and pack them into drums. Oil-based paints and latex paints shall be bulked separately in 55-gallon drums, or if the paint is left in its container, the paint can be packed in a lined cubic yard box, and packed and labeled according to federal and state regulations. Participating City shall not transport waste that is not HHW to the ECC. Participating City agrees to make its own arrangements to dispose of any non-HHW waste collected at the event.
6. Prior to transporting the HHW from the collection event site, Participating City's MCU operators shall complete a Bill of Lading, and shall keep the Bill of Lading in the cab of the truck hauling the MCU during transportation of the HHW to the ECC. Participating City shall require that a minimum of one copy of the latest North American Emergency Response Guidebook be kept within the cab of the truck.
7. During transportation, Participating City's MCU operators shall placard the MCU for transportation of hazardous waste in accordance with federal and state law.
8. Upon the return of the MCU to the ECC, Participating City's MCU operators shall follow the instructions of Fort Worth regarding the placement of the MCU for unloading. Fort Worth shall take possession of the MCU from Participating City after the MCU has been properly parked for unloading in accordance with Fort Worth's instructions and all required documents have been delivered to the ECC manager or his/her designee at the ECC. Fort Worth shall, within a reasonable amount of time, unload the HHW from the Participating City's MCU and store the unit at the ECC. After being contacted, Participating City shall pickup their unit within 10 days.
9. If Fort Worth, in its sole discretion, determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth as set forth herein.
10. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs as set forth herein.

## 6.

### USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE

- A. Fort Worth will enter into a contract(s) with a waste disposal/recycling firm(s) for the handling, collection, transportation, storage, disposal, treatment, recovery, and/or reuse of household hazardous waste, from the ECC.
- B. Such firm(s) shall be required pursuant to the contract(s) to assume generator status for the waste collected, (excluding used oil, lead-acid batteries and antifreeze) to choose a disposal site for the waste subject to Fort Worth's approval, and to indemnify Fort Worth and participating

cities against any and all environmental damages and the violation of any and all environmental requirements resulting from the handling, collection, transportation, storage, disposal, treatment, recovery, and/or recycling of waste collected pursuant to this agreement, when said environmental damages or the violation of said environmental requirements was the result of any act or omission of contractor, its officers, agents, employees, or subcontractors, or the joint act or omission of contractor, its officers, agents, employees, or subcontractors and any other person or entity.

- C. **THE PARTIES RECOGNIZE THAT ALTHOUGH THE FIRM (S) WILL BE REQUIRED TO ASSUME GENERATOR STATUS, THIS ASSUMPTION WILL NOT RELIEVE PARTICIPATING CITY OF LIABILITY FOR THE WASTE UNDER FEDERAL LAW AND STATE LAW.** Fort Worth will arrange for recycling vendors for used oil, batteries, antifreeze, and other materials, as it deems appropriate.

#### 7.

#### REUSE OF COLLECTED MATERIALS

- A. From time-to-time Fort Worth will make available to residents and businesses of Fort Worth, as well as, Participating City residents and businesses of Participating City for their use, collected household hazardous waste materials that are suitable for reuse, such as paint, fertilizer, motor oil, and antifreeze. Fort Worth shall not charge for any materials that are picked up for reuse.
- B. Some materials made available for reuse may have been consolidated and filtered by Fort Worth prior to being made available. Used antifreeze will have been consolidated in a barrel, filtered, and pH balanced, and new antifreeze may have been added to the barrel.
- C. In regards to materials accepted by Participating City, its employees, residents, or any other person **FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTIES THAT:**
1. the container contents are what the label indicates;
  2. the container contents are those originally placed into the container by the manufacturer;
  3. the product is of the quality intended for its use;
  4. the contents of the container have been stored properly;
  5. the instructions on the container label for use, storage, and first aid are current or correct;
  6. the container is in unimpaired condition;
  7. the product is still approved for use (i.e., it has not been banned or recalled); and
  8. the product can be used without risk to persons, property or the environment.

**FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED. PARTICIPATING CITY SHALL NOTIFY RECIPIENTS OF THESE TERMS AND CONDITIONS.**

D. Participating City shall contact the ECC manager to arrange a pickup time to obtain materials. Participating City agrees that it shall not return to Fort Worth, directly or indirectly, any materials it obtains from Fort Worth under this paragraph.

**E. INDEMNIFICATION REGARDING REUSED OR RECYCLED MATERIALS.**

**1. IN REGARDS TO REUSED OR RECYCLED MATERIALS ACCEPTED BY PARTICIPATING CITY, PARTICIPATING CITY DOES HEREBY WAIVE ALL CLAIMS, INCLUDING PRODUCTS LIABILITY CLAIMS, AND RELEASES, AND HOLDS HARMLESS THE CITY OF FORT WORTH, AND ALL OF ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, EXPENSES OF LITIGATION, OR CAUSES OF ACTION WHICH MAY ARISE BY REASON OF INJURY TO PERSONS, LOSS OF PROPERTY, DAMAGE TO PROPERTY, OR LOSS OF USE OF ANY PROPERTY , OCCASIONED BY THE TRANSPORTATION, STORAGE, HANDLING, USE, AND DISPOSAL BY PARTICIPATING CITY OF ANY MATERIALS ACCEPTED BY PARTICIPATING CITY UNDER THIS AGREEMENT FROM FORT WORTH.**

2. IF THE PARTICIPATING CITY DOES NOT AGREE TO THE INDEMNIFICATION AND WAIVER IN PARAGRAPH E ABOVE, THEN THE PARTICIPATING CITY SHALL NOT ACCEPT, NOR ALLOW ANY OTHER PERSON TO ACCEPT ANY OF THE REUSED OR RECYCLED MATERIALS AND SHALL NOT BE REQUIRED TO AGREE TO THE WAIVER IN PARAGRAPH E. Initial here to reject term 7.E.1. and accept alternate term 7.E.2. \_\_\_\_\_.

F. In regards to materials accepted by residents or businesses of Participating Cities, FORT WORTH MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES THAT:

1. the container contents are what the label indicates;
2. the container contents are those originally placed into the container by the manufacturer;
3. the product is of the quality intended for its use;
4. the contents of the container have been stored properly;
5. the instructions on the container label for use, storage, and first aid are current or correct;
6. the container is in unimpaired condition;
7. the product is still approved for use (i.e., it has not been banned or recalled); and
8. the product can be used without risk to persons, property or the environment.

**FURTHERMORE, ALL WARRANTIES, EXPRESS AND IMPLIED, ARE SPECIFICALLY DENIED.**

- G. Participating City shall attempt to inform its residents and businesses that if they go to the Environmental Collection Center to pick up household hazardous waste for reuse, a release of liability must be signed to accept the household hazardous waste for reuse.

**8.  
RIGHT TO REFUSE WASTE**

Participating City agrees that Fort Worth shall have the right to refuse to accept waste at the ECC from Participating City or Participating City's resident, if in the reasonable judgment of Fort Worth:

- A. The waste is not household hazardous waste;
- B. The waste fails to meet other established criteria established by this Agreement, or that have been established by Fort Worth subsequent to the execution of the Agreement;
- C. The individual does not have sufficient identification to establish that he/she is in fact a resident of Participating City;
- D. Participating City has implemented a voucher system for its residents to dispose of waste, and the individual does not have a valid voucher; or
- E. The waste or the individual presents a hazard to the ECC or to persons or property at the ECC.

**9.  
ENVIRONMENTAL COLLECTION CENTER HOURS AND DAYS  
OF OPERATION**

- A. Hours of Operation

During the term of the Agreement, the ECC's hours of operation are as follows:

Thursday and Friday 11:00 a.m. - 7:00 p.m.  
Saturday 9:00 a.m. - 3:00 p.m.

- B. Days the Environmental Collection Center will be closed

During the term of the agreement, the ECC will be closed on the following holidays that are observed on days the ECC would otherwise be open to the public:

New Year's Day  
Martin Luther King Jr. Day  
Thanksgiving holiday, Thursday and Friday  
Memorial Day  
Independence Day  
Labor Day  
Christmas Day

In addition to the above closures Fort Worth employees may not be available to conduct mobile collection events on other dates to conduct mobile collections within the City of Fort Worth,

although the ECC will remain open on those days. The ECC may close due to furlough days or other causes, and the City of Fort Worth does not represent to Participating City that the ECC will be open on any particular days. If additional closures due to any cause are necessary Fort Worth will notify Participating City prior to the closure unless due to an unforeseeable event.

C. Notifying Residents

Participating City agrees to notify its residents of the ECC's hours of operation and dates it will be closed. Participating City also may advertise the 24-hour Environmental Collection Center telephone number: 817-392-1234.

10.  
COMPENSATION

As fair compensation for the services provided by Fort Worth pursuant to this Agreement:

- A. Participating City agrees to pay Fort Worth the sum of **\$50.00** per household per visit to the ECC (or per participating household in a Mobile Collection Event) to dispose of household hazardous waste. If a Participating City resident presents waste that was collected from multiple households, Fort Worth reserves the right to charge the Participating City based on the total number of households from which the waste originated.
- B. If Fort Worth determines that Participating City's MCU operators improperly packaged any of the HHW delivered to the ECC, Fort Worth shall repackage such waste, and Participating City shall reimburse Fort Worth for its staff time at \$20.00 an hour and the cost of supplies.
- C. If a spill emanating from the Participating City's MCU or the Reserve MCU occurs at the ECC while the MCU is still in Participating City's possession, Fort Worth shall take control of the spill response and Participating City will reimburse Fort Worth for its response costs for City staff time (\$60.00 per hour) plus the cost of supplies and the actual costs for the spill response and remediation incurred by the City of Fort Worth for third party contractors and responding governmental agencies.
- D. The amount due to Fort Worth for services provided under this Section, Paragraphs A, B, and C, shall be billed to Participating City quarterly. Participating City shall pay Fort Worth within 30 days of receiving a bill from Fort Worth. If Fort Worth does not receive payment within 30 days, Fort Worth shall inform Participating City in writing that it will not accept any household hazardous waste from Participating City's residents and that Fort Worth will not participate in a mobile collection event or provide a mobile collection unit until paid.
- E. At the end of the term of this Agreement, Fort Worth shall provide a final accounting to Participating City, which will include the total number of Participating City's households which participated in the program, repackaging fees, if any, and the total cost of spill response charged to Participating City, if any.

- F. Pursuant to the requirements of Government Code §791.011 (a)(3), the amount due to Fort Worth under Subparagraph D. above shall be paid from revenues currently available to Participating City in the present fiscal year.

11.

ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND PROMOTIONAL MATERIALS  
LICENSE AGREEMENT

Fort Worth is the owner of "Captain Crud" and the Cruddies ("Bloomer," "Otto," "Pestie," "Scrub," and "Van Goo") and the recycling buddies ("Scrappy," "Juggles," and "Cana Nana"), "Conquer Your Crud," and "Crud Cruiser", and therefore all ownership rights belong to Fort Worth. Fort Worth has registered these marks as service marks with the Secretary of State.

- A. Fort Worth hereby grants to Participating City a non-transferable, non-exclusive license to use all the artwork and promotional materials that may be provided by Fort Worth to be used solely in the conduct of the business of Participating City's disposal and recycling of household hazardous waste programs. If Participating City wishes to use to Licensed Art and/or Promotional Materials in other limited situations, Participating City must first obtain express written consent from Fort Worth.
- B. Fort Worth may provide licensed Artwork and Promotional Materials to Participating City pursuant to the terms of this Agreement. Participating City acknowledges that by virtue of this License, Participating City acquires only the right to use the original and permitted duplicate copies of the Licensed Artwork and Promotional Materials and does not acquire any rights of ownership in the Licensed Artwork and Promotional Materials, which rights shall remain exclusively with Fort Worth. If Participating City wants to modify or change the artwork and/or promotional materials in any manner, Participating City hereby agrees to contact Fort Worth in writing to obtain written consent before modifying or changing any artwork and/or promotional materials.

12.

IMMUNITY

It is expressly understood and agreed that, in the execution of this Agreement, none of the Participating Cities waives, nor shall be hereby deemed to waive, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions, and that the services described in this Agreement are a governmental function.

13.

FORCE MAJEURE

A delay or failure of Fort Worth to perform services pursuant to this Agreement shall be excused to the extent that the delay or failure to perform resulted from a force majeure event, and the delay or failure was beyond the control of Fort Worth and not due to its fault or negligence. Participating City shall not have, and hereby waives, any claim whatever for any damages resulting from delays or failure to perform caused by a force majeure event.

14.  
TERMINATION

The parties shall each have the right to terminate the Agreement for any reason, with or without cause, upon thirty (30) days written notice to the other party. Upon termination, the parties shall be released from all contractual obligations to the other party excluding "USE OF WASTE DISPOSAL/RECYCLING FIRMS FOR HOUSEHOLD HAZARDOUS WASTE" "REUSE OF COLLECTED MATERIALS" and ARTWORK, "CAPTAIN CRUD AND THE CRUDDIES," AND "PROMOTIONAL MATERIALS LICENSE AGREEMENT" and any terms and conditions arising from events occurring during the term of the contract .

15.  
ENTIRETY

This Agreement contains all commitments and Agreements of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein, except that this Agreement can be amended or modified by the parties if such amendment or modification is in writing and signed by Participating City and Fort Worth.

16.  
SEVERABILITY

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

17.  
VENUE

Should any action, real or asserted, at law or in equity, arise out of the terms and conditions of this Agreement, venue for said action shall be in Tarrant County, Texas.

18.  
AUTHORITY

This Agreement is made for Fort Worth and Participating City as an Interlocal Agreement, pursuant to Texas Government Code, Chapter 791.

19.  
AUTHORIZATION

The undersigned officers and/or agents of the parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

SIGNATURE PAGE

INTERLOCAL AGREEMENT FOR PARTICIPATION IN FORT WORTH'S  
ENVIRONMENTAL COLLECTION CENTER  
HOUSEHOLD HAZARDOUS WASTE PROGRAM

CITY OF FORT WORTH

By:



Fernando Costa

Assistant City Manager

Date: 9/21/17

CITY OF STEPHENVILLE

By:

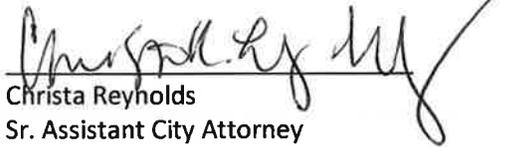


Printed name: Jerry K. Weldon, II

Title: Mayor

Date: Sept 17

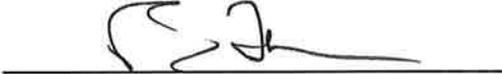
APPROVED AS TO FORM  
AND LEGALITY:



Christa Reynolds

Sr. Assistant City Attorney

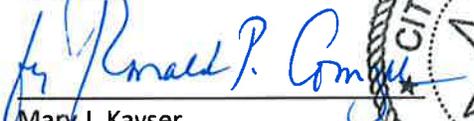
APPROVED AS TO FORM AND LEGALITY:



Randy Thomas

City Attorney

ATTEST:



Mary J. Kayser  
City Secretary



ATTEST:



Staci L. King  
City Secretary

C-29276 6/13/17  
Contract Authorization No.

CITY OF FORT WORTH  
CONTRACT COMPLIANCE MANAGER

By signing I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.



Rex Johnson  
Environmental Supervisor – Environmental Collection Center

Exhibit "A"

**RESTOCKING LIST FOR THE MOBILE COLLECTION UNIT**

<b>Material</b>	<b>Amount Restocked</b>	<b>Special Needs</b>	<b>Remarks</b>
55 gallon open top drums (open top for loose packs)	Amount taken off the trailer		
55 gallon drums (closed top) (oil, antifreeze, bulk flammable materials and one extra)	Amount taken off the trailer		
Fiber drums (55 or 30 gallon) Aerosols, acids, bases and oxidizers)	Amount taken off the trailer		
Gaylord box liners (plastic)	Amount taken off the trailer		
55 gallon drum liners	Amount taken off the trailer		
5 gallon buckets (filters/haz chemicals)	Amount taken off the trailer		
Survey Forms	Amount taken off the trailer		
Labels/drum placard	Amount taken off the trailer		
Gaylord boxes	Amount taken off the trailer		
Absorbent pads	Amount taken off the trailer		
Vermiculite	Amount taken off the trailer		
Oil dry	Amount taken off the trailer		
Promotional Materials & Brochures	Amount needed		

Exhibit "B"

WAIVER AND RELEASE OF LIABILITY FOR COLLECTION OF HOUSEHOLD  
HAZARDOUS WASTE

I being the owner of property located at \_\_\_\_\_  
have been asked by the City of \_\_\_\_\_ to allow a mobile collection event on  
my property to collect household hazardous waste on the \_\_\_\_\_, 20\_\_\_\_. I hereby give my  
permission to the City of \_\_\_\_\_ and the City of Fort Worth, to hold a household  
hazardous waste collection event on my property in which the City of \_\_\_\_\_  
has asked the City of Fort Worth to send its mobile collection unit to collect the household hazardous  
waste that is brought to the event.

**Therefore, I hereby RELEASE, DISCHARGE, HOLD HARMLESS, INDEMNIFY** the City of Fort Worth or its  
officers, agents, and employees and the City of \_\_\_\_\_ and its officers, agents,  
and/or employees for any and all claims, demands, liability, causes of action, actions or suits of any  
character that I may have against the City of Fort Worth or its officers, agents, and/or employees and  
the City of \_\_\_\_\_ or its officers, agents, and/or employees for any property loss  
or damage, for any and all personal injury including death or any other damage of any kind or character  
which may arises or that arises from allowing the City of \_\_\_\_\_ to hold a household  
hazardous waste collection event, in which the City of Fort Worth sends its mobile collection unit on my  
property.

I have read this Waiver and Release and fully understand its terms and conditions. I have not been  
influenced in any extent whatsoever by any representation or statements not contained in this  
Agreement.

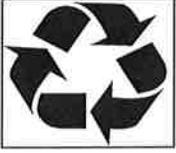
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date





## City of Stephenville Household Hazardous Waste Disposal Program Voucher

Voucher Number: 01

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_

This voucher and your driver's license entitles you to take household chemical waste to the City of Fort Worth Environmental mobile collection on Saturday, August 18, 2018, from 9:00 am to 11:00 am located at the Municipal Service Center at 1201 Glen Rose Road in Stephenville. Please review the ECC listing of acceptable waste materials. The City of Fort Worth has the right to refuse any waste which is deemed unacceptable.

- | <u>ACCEPTABLE WASTE</u> |                     |
|-------------------------|---------------------|
| •Acids                  | •Motor Oil          |
| •Aerosol Cans           | •Paints/Stains      |
| •All Batteries          | •Paint Thinners     |
| •Antifreeze             | •Pest Strips        |
| •Brake Fluid            | •Pesticides         |
| •Craft Chemicals        | •Photo Chemicals    |
| •Hobby Chemicals        | •Pool Chemicals     |
| •Degreasers             | •Oil Filters        |
| •Drain Cleaners         | •Solvents           |
| •Fertilizers            | •Transmission Fluid |
| •Fluorescent Lights     | •Varnishes          |
| •Herbicides             |                     |
| •Household Chemicals    |                     |

- | <u>UNACCEPTABLE WASTE</u>      |
|--------------------------------|
| •Ammunition                    |
| •Propane, Butane Bottles       |
| •Explosives                    |
| •Medical Waste                 |
| •Pharmaceuticals               |
| •Smoke Detectors               |
| •Tires                         |
| •Waste generated by Businesses |



Voucher Number: 01

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ DL #: \_\_\_\_\_

Signature: \_\_\_\_\_

# STAFF REPORT



**SUBJECT:** Riverside Drainage Improvements Project - Professional Services Agreement  
**MEETING:** Public Works Committee Meeting – 17 OCT 2023  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

## RECOMMENDATION:

Staff recommends entering into a professional services agreement with the engineering firm IEA, Inc. for the budgeted design of the Riverside Drainage Improvements Project.

## BACKGROUND:

In order to secure a utility easement for the Eastside Sewer project, the city agreed to improve the stormwater drainage in the area near the confluence of Riverside Drive, Clifton Street, and Glen Rose Road. The Riverside Drainage Improvements Project serves to install stormwater inlets and a dedicated drainage ditch to alleviate area flooding.

## PROPOSAL:

A professional services proposal has been received from IEA, Inc. to provide topographic survey, plans, and detailed technical specifications for stormwater drainage improvements along Riverside Drive.

The proposal provides for approximately 60 calendar days to complete the design. A copy of the proposal is attached to this staff report.

## FISCAL IMPACT SUMMARY:

The total project cost was approved in the FY23-24 budget totaling \$525,000 with \$75,000 allocated for professional engineering services and \$450,000 allocated for construction.

The proposed agreement provides for the preparation of construction drawings and detailed project specifications for \$53,586.99.

## ALTERNATIVES:

The following alternatives are provided for consideration:

1. Solicit a different firm to provide the professional services.

### ADVANTAGES:

Approval of the agreement remains within the approved, allocated budget.

### DISADVANTAGES:

There are no foreseen disadvantages to proceeding as proposed.

## ATTACHMENTS:

[Riverside Drainage Improvements Project – IEA, Inc. Professional Services Agreement](#)

## **PROFESSIONAL SERVICES AGREEMENT**

The City of Stephenville, Texas (the "City"), hereby engages IEA, Inc. (the "Consultant"), to perform professional services in connection with drainage design (the "Project").

**1. PROJECT. The Project is described as follows:**

Develop plans for the construction of new drainage inlets, culverts, and channels between Riverside Drive and SH 108 in Stephenville, TX. Project location and concept design of drainage improvements is included as Attachment "B".

**2. SCOPE OF SERVICES.**

Task 01. Data Collection & Coordination

- a. 2 Meetings and Coordination with City and Stakeholders (assume 1-hr/ea)
- b. Obtain and Review Freese and Nichols Hydraulic Study

Task 02. Construction Documents

- a. Preliminary Construction Design Plans (60%) for the Construction of new drainage structures to carry runoff from the North side of Riverside Dr to the outfall East of SH 108 as shown in Attachment B. Preliminary construction documents are provided for plans viable review by the City and contractor pricing.
- b. Final Design Plans for the Construction of new drainage structures to carry runoff from the North side of Riverside Dr to the outfall East of SH 108 as shown in Attachment B. Plans include construction quantities, plan and profile sheets for all culverts and channels, necessary details and relevant TxDOT Standards.
- c. Specifications (TxDOT/ADS) & Revised Opinion of Probable Cost (OPC)

Task 03. Topographic Survey (To be provided by Subconsultant)

- a. Topographic Survey of Site (25' foot grid of entire project area, with priority areas at inlet and headwall locations at 10' grid), TBM's and PDF and CAD deliverables.
- b. Coordination with subconsultant to send/receive project deliverables.

**3. EXCEPTIONS/LIMITATIONS/SERVICES NOT INCLUDED IN THIS CONTRACT:**

- A. Utility Conflict Matrix
- B. Adverse Impacts Analysis
- C. Construction Phase Services
- D. Environmental Evaluation or Permitting Services
- E. LOMR/CLOMR Floodplain Services
- F. Tree Mitigation Plan or Lanscaping Plan
- G. Subsurface Utility Engineering

H. Construction Inspection Services

I. Traffic Control Plan & Phasing

4. **COMPENSATION.** The total fee for services provided under this Agreement shall not exceed fifty-three thousand five hundred eighty-six dollars and ninety-nine cents (**\$53,586.99**), in accordance with Attachment "C.". Invoicing for this project will be done Lump Sum at the completion of each Task noted in the Table of Deliverables

Invoices shall be submitted by cover letter from the Consultant project representative. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on percentage of work completed per identifiable unit of work. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

5. **INSURANCE.** The Consultant agrees to maintain insurance throughout the term of the contract, in accordance with Attachment "A." All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Consultant. Insurance certificate must be received and approved prior to commencement of work. The Consultant shall also review and forward certificates covering sub-consultants.

6. **REUSE OF DOCUMENTS.** All documents, including drawings and specifications prepared by the Consultant pursuant to this Agreement, are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to the Consultant from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting there from. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be agreed upon the City and the Consultant.

7. **OWNERSHIP OF DOCUMENTS.** Original documents, plans, designs, reports, and survey notes developed in connection with services performed hereunder belong to, and remain the property of the City, in consideration of which it is mutually agreed that the City will use them solely in connection with the Project, save with the express consent of the Consultant. The Consultant shall retain reproducible copies or electronic files of such documents for at least five (5) years and shall furnish copies to the City for reimbursable costs, if so requested.

8. **THE CONSULTANT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL**

**TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT OR ITS AGENT, CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE DUTY TO DEFEND SHALL NOT APPLY IN THE CASE OF A CLAIM BASED WHOLLY OR PARTLY ON THE NEGLIGENCE OF, FAULT OF, OR BREACH OF CONTRACT BY THE CITY, ITS AGENTS OR EMPLOYEES, OR OTHER ENTITY (EXCLUDING THE CONSULTANT OR ITS AGENT, EMPLOYEE, OR SUBCONSULTANT) OVER WHICH THE CITY EXERCISES CONTROL, IN WHICH INSTANCE THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED BY CONSULTANT IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH 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.**

9. **TIME OF COMPLETION.** A project schedule, shown in Attachment "D" is hereby included in this Professional Services Agreement by reference. The Consultant agrees to perform the services in accordance with the schedule, to the extent over which the Consultant has control.
10. **TERMINATION.** This Agreement may be terminated without cause at any time prior to completion of the Consultant's services by the City, or by the Consultant with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraphs 5, 6 and 7 above. Upon notice of termination, the Consultant shall prepare and submit to City a final invoice within 15 days.
11. **CONFIDENTIAL INFORMATION.** To the extent allowed by law, the City will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.
12. **INDEPENDENT CONTRACTOR.** Consultant shall be considered an independent contractor and not an agent, servant, employee, or representative of the City in the performance of the work and Services. No term or provision herein or act of the City shall be construed as changing that status.
13. **ADVERTISING.** Consultant shall not advertise or publish, without the City's prior consent, the fact that the Consultant has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
14. **NOTICE.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service,

Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Consultant, to: IEA, Inc.  
Attn: Shakeel Ahmed  
18383 Preston Road, #500  
Dallas, Texas 75252

If to City, to: City of Stephenville  
Attn: Nick Williams, Director of Public  
Works  
298 West Washington Street  
Stephenville, Texas 76401

15. **GOVERNING LAW AND VENUE.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Erath County, Texas.
16. **GOVERNMENTAL IMMUNITY.** Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.
17. **ARBITRATION.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
18. **COMPLIANCE WITH LAWS.** The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws.
19. **PROTECTION OF RESIDENT WORKERS.** The City of Stephenville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Consultant shall establish appropriate procedures and controls so no services under the Contract Documents will be performed by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit consultant's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the Contract Documents. The audit will be at the City's expense.
20. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City of Stephenville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Consultant shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation

of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Consultant and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Consultant if the City determines that (a) the Consultant or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Consultant fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Consultant or its Subcontractors fail to timely notify the City of an IRCA violation.

21. **ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act ("ADA") and all regulations promulgated pursuant to the ADA. Consultant will be required to certify compliance, if applicable.
22. **SUCCESSORS AND ASSIGNS; ASSIGNMENT.** The City and Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other, and assignment without such consent shall be void. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.
23. **REPRESENTATIONS.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
24. **MISCELLANEOUS DRAFTING PROVISIONS.** This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
25. **FORCE MAJEURE.** If by reason of Force Majeure, the Consultant shall be rendered unable wholly or in part to carry out its obligations under this Agreement then the Consultant shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the Consultant, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean any contingency or cause beyond the reasonable control of the Consultant created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Consultant), fire, explosion or flood, strikes; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Consultant and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Consultant gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

26. **DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Stephenville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at [ethics.state.tx.us](http://ethics.state.tx.us), must be filed with the City Secretary of the City of Stephenville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Stephenville or submits to the City of Stephenville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Stephenville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Stephenville to comply with the filing requirements of Chapter 176.

27. **TEXAS GOVERNMENT CODE CHAPTER 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

28. **TEXAS GOVERNMENT CODE CHAPTER 2271.** Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.00 I; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

29. **TEXAS GOVERNMENT CODE CHAPTER 2274.** Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

- A. Consultant: (I) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
- B. Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

30. **PERFORMANCE:** In compliance with Texas Local Government Code 271.904, the Consultant agrees to perform the services outlined herein with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar

circumstances and professional license; and to perform the services outlined herein as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer, under the project schedule as referenced in this Agreement.

31. **ENTIRE AGREEMENT.** This Agreement and its exhibits contain the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Consultant, and no amendment to the Agreement shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.
32. **CLOSURE.** By signature below, the parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

**CITY: STEPHENVILLE, TEXAS**  
**298 West Washington Street**  
**Stephenville, Texas 76401**

**Approved by the City of Stephenville**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT: IEA, Inc.**  
**101 Summit Ave. Ste 803**  
**Fort Worth, Texas 76102**

By: \_\_\_\_\_

Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> IBTX Risk Services 32335 US Hwy 281 N., Suite #102 Bulverde TX 78163	<b>CONTACT NAME:</b> Chelly Cole <b>PHONE (A/C. No. Ext):</b> 214-989-7100 <b>FAX (A/C. No.):</b> 210-696-8414 <b>E-MAIL ADDRESS:</b> service@ib-tx.com														
<b>INSURED</b> IEA, Inc. 18383 Preston Road Suite 500 Dallas TX 75252	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Company</td> <td style="text-align: center;">19682</td> </tr> <tr> <td>INSURER B : Trumbull Insurance Company</td> <td style="text-align: center;">27120</td> </tr> <tr> <td>INSURER C : Hartford Casualty Insurance Company</td> <td style="text-align: center;">29424</td> </tr> <tr> <td>INSURER D : Sentinel Insurance Company, Ltd</td> <td style="text-align: center;">11000</td> </tr> <tr> <td>INSURER E : QBE Specialty Insurance Company</td> <td style="text-align: center;">11515</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Company	19682	INSURER B : Trumbull Insurance Company	27120	INSURER C : Hartford Casualty Insurance Company	29424	INSURER D : Sentinel Insurance Company, Ltd	11000	INSURER E : QBE Specialty Insurance Company	11515	INSURER F :	
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INSURER D : Sentinel Insurance Company, Ltd	11000														
INSURER E : QBE Specialty Insurance Company	11515														
INSURER F :															

**COVERAGES**

CERTIFICATE NUMBER: 17887264

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			46UUNOL5540	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			46UENOL5541	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			46XHUOL5542	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	46WBOL6H6V	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability Retro Date 9/17/2007			HUN0007901	4/1/2023	4/1/2024	Each Claim/Aggregate Retention \$ 5,000,000 50,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The General Liability Automobile and Umbrella policies include a blanket additional insured endorsement [HS2483 07/13, XL0003 0916, HA9916 03/12] as required in a written contract with the Named Insured. The General Liability, Automobile, Umbrella, Workers' Compensation and Professional Liability policies include a blanket waiver of subrogation endorsement [CG2404 05/09, HA9916 03/12, XL0003 0916, WC420304B, WC000313 & HUNTER-APL-200048 (03-19)] as required in a written contract with the Named Insured. Primary Non-Contributory wording included per [HS2483 07/13, HUNTER-APL-200049 (03-19)]. Cancellation per attached [IH03070611].

Project: Develop plans for the construction of new drainage inlets, culverts, and channels between Riverside Drive and SH 108 in Stephenville, TX.

Additional Insureds as per written contract: City of Stephenville as additional insured. Waiver of subrogation in favor of City of Stephenville.

**CERTIFICATE HOLDER****CANCELLATION**

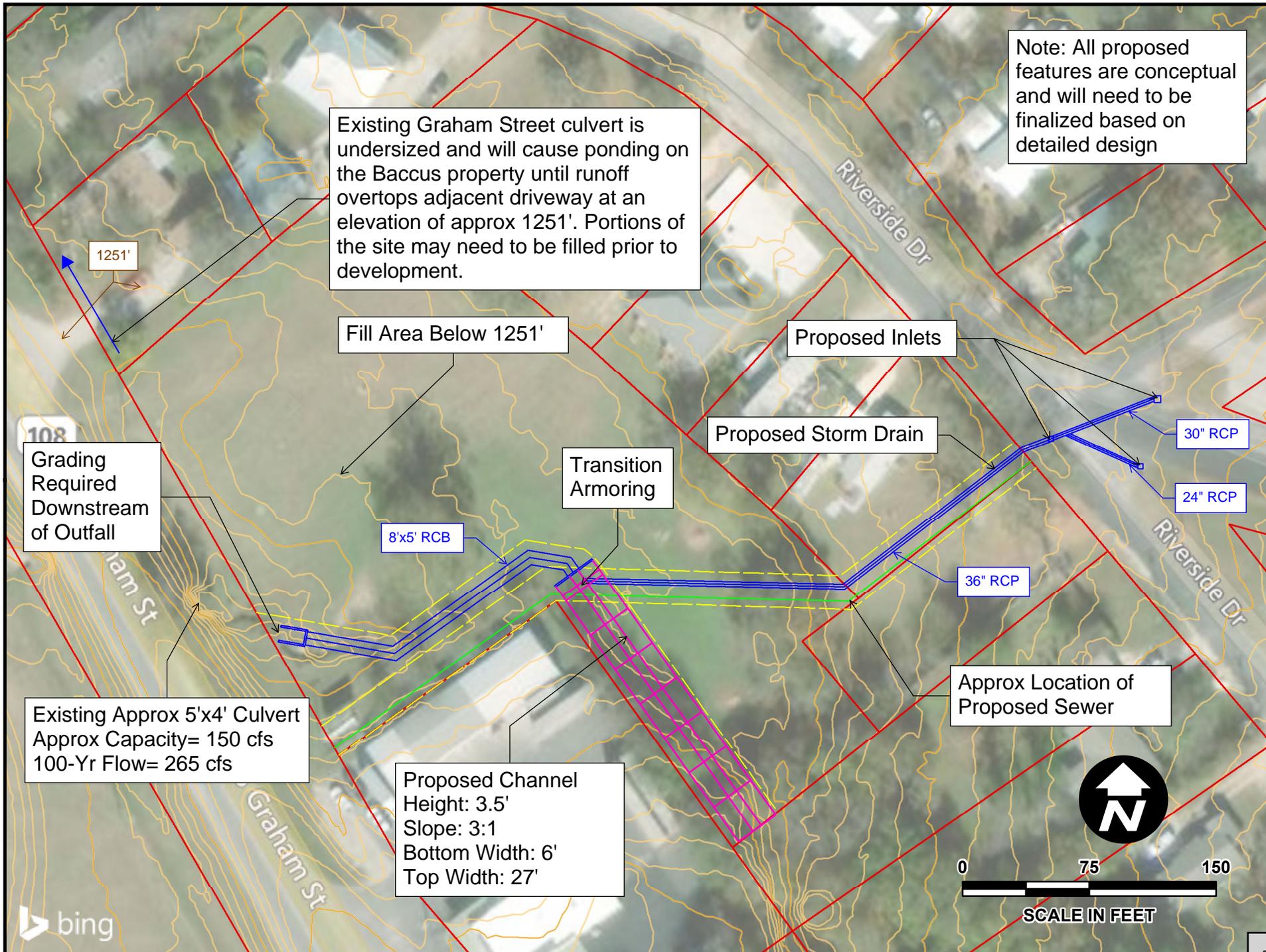
City of Stephenville  
 298 West Washington Street  
 Stephenville, TX 76401

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# ATTACHMENT B



**Attachment C**

**Project: Contract no. IEA-300XX**

**FEE SCHEDULE**

**Lump Sum BASIS OF PAYMENT**

	Total Labor Cost
<b>Engineering Services</b>	
<b>Phase I</b>	
<b>Task 01: Data Collection &amp; Coordination</b>	
<i>a. Meetings and Coordination with City &amp; Stakeholders (Assume 2 meetings-1hr/meeting)</i>	\$1,235.42
<i>b. Obtain and review current FNI Hydraulic Study</i>	\$742.49
<b>Task 02: Construction Documents</b>	
<i>a. Preliminary Construction Design Plans (60%)</i>	\$32,595.32
<i>b. Final Construction Design Plans (Approx. 13 sheets)</i>	\$13,743.20
<i>c. Specifications (TxDOT/ADS) &amp; Revised Opinion of Probable Cost (OPC)</i>	\$1,460.38
<b>Task 03: Topographic Survey</b>	
<i>a. Lump Sum (Other Services)</i>	
<i>b. Survey Coordination</i>	\$510.18
<b>Subtotal</b>	\$50,286.99
<b>Other Services &amp; Direct Expenses - Subtotal</b>	<b>\$3,300.00</b>
<b>Grand Total</b>	<b>\$53,586.99</b>

## Stephenville Schedule

Kickoff - Nov 10

Survey - Nov 13 to Nov 17

FNI Hydraulic Review - Nov 20 to Nov 24

Developing Draft Plans - Nov 27 to Dec 18

In-House QC/City Review - Dec 18 to Jan 2

Developing Final Plans - Jan 3 to Jan 17

Final Project Delivery - Jan 18 to Jan 19

# STAFF REPORT



**SUBJECT:** WWTP Capital Projects - Professional Services Agreement  
**MEETING:** Public Works Committee Meeting – 17 OCT 2023  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

## RECOMMENDATION:

Staff recommends entering into a professional services agreement with Provenance Engineering for the budgeted design of the Wastewater Treatment Plant (WWTP) Capital Improvements Projects.

## PROPOSAL:

A professional services proposal has been received from Provenance Engineering to provide plans, detailed technical specifications for the civil, mechanical, electrical, and control disciplines for multiple treatment equipment components at the wastewater treatment plant including the replacement of four digester aerators, two aeration basin aerators, mechanical and electrical components of the belt filter press, and the rehabilitation of two influent self-priming pumps.

The proposal includes a 12-month design period, a 3-month bid phase, and a 12-month term for the construction phase services. Staff believes the design term and the associated implementation schedule can be significantly reduced for some components with shorter lead times. The overall extended timeline has been chosen to account for the known and unforeseen extended lead times for some of the electrical design and control equipment.

## FISCAL IMPACT SUMMARY:

The design cost was captured and approved in the FY23-24 budget totaling \$1,520,000.

The proposed agreement provides for the preparation of construction drawings, detailed specifications as well as pre-bid and bidding assistance, contractor vetting process and recommendation, construction phase services, record drawings and state assistance for \$315,080.

The estimated construction costs are identified and listed in Exhibit C totaling \$1,184,850 for aeration, electrical and control, influent pumps, and belt filter press components. The professional services costs and the estimated construction costs are \$20,070 under the allocated budgeted amount.

Once the design is completed, the bid and construction phase services would only commence with written authorization.

## ALTERNATIVES:

The following alternatives are provided for consideration:

1. Separate the components into individual projects and bid the projects out independently.

### ADVANTAGES:

Approval of the agreement remains within the approved, allocated budget. The agreement provides for the on-site services under a single contract and requires authorization prior to performing the construction.

### DISADVANTAGES:

There are no foreseen disadvantages to proceeding as proposed.

## ATTACHMENTS:

[WWTP Capital Projects – Professional Services Agreement](#)



# Wastewater Treatment Plant Equipment Replacement – Contract Proposal



**PROVENANCE**  
ENGINEERING  
Rooted to Be *Uniquely Different*



September 28, 2023

Mr. Nick Williams, PE  
City of Stephenville  
298 W. Washington St.  
Stephenville, TX 76401

Subject: WWTP Equipment Replacement – Contract Proposal

Dear Mr. Williams:

I am pleased to present our proposal for the WWTP Equipment Replacement project. I have prepared this proposal for your review and consideration based upon our discussions. Please find the attached items for your review and comment.

- Contract Agreement
- Exhibit A – Engineering Services Scope of Service
- Exhibit B – Professional Service Fee Summary
- Exhibit C – Opinion of Probable Construction Cost

I am excited about and honored with the opportunity to continue to work with you and your staff. Should you have questions or concerns regarding the proposal please feel free to contact me at (817) 694-6324.

Sincerely,

Kent Riker, PE  
President

Enclosure  
Contract Proposal



# Agreement





THIS IS AN AGREEMENT effective as of \_\_\_\_\_, 2023 (“Effective Date”) between City of Stephenville (“Owner”) and Provenance Engineering, LLC. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Wastewater Treatment Plant Equipment Replacement (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Design, Bid and Construction Phase Services for the replacement of various equipment at the Stephenville Wastewater Treatment Plant (“Services”).

---

Owner and Engineer further agree as follows:

**1.01 Basic Agreement and Period of Service**

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: 27 months presuming there are no delays between each task.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

**2.01 Payment Procedures**

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition, Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and agrees to pay the undisputed portion.

**2.02 Basis of Payment—Lump Sum**

- A. Owner shall pay Engineer for Services as follows:



1. A Lump Sum amount of \$315,080.00 unless prior OWNER approval in writing. Additional Services may be performed only with prior OWNER approval in writing.
    - a. Payments to be made by Owner based on work progression.
  2. In addition to the Lump Sum amount, reimbursement for the following expenses: NONE
- B. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.
- 2.03 *Additional Services:* Additional Services may be enacted upon request of OWNER. The ENGINEER shall provide a fee proposal upon request of OWNER for all Additional Services. The ENGINEER shall not begin working without written approval from the OWNER. For Additional Services, OWNER shall pay ENGINEER an amount equal to the agreed upon amount as presented in the fee proposal.
- 3.01 *Termination*
- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I. The Owner anticipates lead-based paint may be present and therefore shall not be consider a Constituent of Concern.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure



period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

#### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

#### 5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.



- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
  - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that



Engineer's total liability to Owner under this Agreement shall be limited to \$20,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. Liquidated Damages - Failure to meet the time lines for completion of work identified in (the project schedule - or other appropriate language) will result in liquidated damages of \$50.00 per consecutive calendar day until the work identified in "Exhibit A" - Scope of Services is submitted. Liquidated damages are only applicable to items under the control of ENGINEER and will not be enforced due to circumstances out of the control of ENGINEER.

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### *Definitions*

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.



- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

*Attachments:*           “Exhibit A”, Engineer’s Scope of Services  
                                  “Exhibit B”, Professional Service Fee Summary  
                                  “Exhibit C”, Opinion of Probable Construction Cost



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Stephenville

Engineer: Provenance Engineering, LLC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Print name: Doug Svien

Print name: Kent Riker, PE

Title: Honorable Mayor

Title: President

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Engineer License or Firm's Certificate No.: 20783

State of: Texas

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

City of Stephenville  
298 W Washington Street  
Stephenville, Texas 76401  
254.918.1223

Provenance Engineering, LLC.  
2501 FM 1189  
Weatherford, Texas 76087  
817.775.7172

IN DUPLICATE



# "EXHIBIT A"





### Project Description

The following Scope of Service describes the services and project tasks to be performed and completed by the ENGINEER in association with the WWTP Equipment Replacement Project. The OWNER desires the replacement the following equipment at the Wastewater Treatment Plant (WWTP).

- Replacement of four (4) Digester floating Aerators
- Replacement of two (2) Aeration Basin floating Aerators
- Rehabilitation of the Belt Filter Presses (BFP) rehabilitation pre-negotiated package
- Rehabilitation of the Belt Filter Presses screw conveyor mechanical equipment
- Relocate Belt Filter Presses Motor Control Center outside of Solids Building
- Rehabilitation of two (2) Influent Self-Priming Pumps

### Basic Services:

Upon receipt of notice to proceed, the ENGINEER will begin Basic Services as outlined herein. The scope of SERVICES includes the development of a detailed drawings set, front-end documents and technical specifications for the OWNER to bid the designed improvements.

The Basic Scope of SERVICES is separated into the following phases:

- **Phase 1 Design Services**
- **Phase 2 Bidding Services**
- **Phase 3 Construction Services**

Listed below is a specific description of tasks to be performed as part of the project.

### Project Management and Expenses \$30,400.00

The ENGINEER will perform project management related duties. Project management duties include coordinating project tasks, coordinating progress with the OWNER and obtaining existing information for use during the project. Key aspects of Task 1.0 are listed below.

- Deliverables: Project Status Reports

**1.11. Project Management and Administration** – The ENGINEER will manage the day-to-day progress of the project. The ENGINEER will track the budget and schedule regularly and meet with the OWNER's project manager as necessary to update the schedule, progress of services, and potential changes to the scope of services.

**1.12. Quality Assurance / Quality Control (QA/QC)** – The ENGINEER will follow their internal QA/QC processes throughout the project. These processes include internal checking of calculations, review of documents, and checking of submittals. Deliverables will be submitted for ENGINEER's QA/QC Review performed by a senior level engineer.

### Phase 1 Design Services \$189,500.00

As part of the Design Services Phase, the ENGINEER will design the necessary WWTP improvements to replace and relocate the equipment identified above. Key aspects of Phase 1 are listed below.

- Deliverables: Monthly project status reports  
Technical Memorandum  
Detail Design Submittal  
Final Design Submittal



- Meetings: Kick-off meeting and site tour of existing facilities  
Monthly Conference Calls  
Detail Design Submittal Review  
Final Design Submittal Review

#### **TASK 1.200 Preliminary Design**

The preliminary design includes tasks necessary to collect and review data required for the design of the project. The preliminary design process will be conducted in the following tasks.

- Deliverables: Technical Memorandum (TM)
- Meetings: Kick-Off Meeting and Site Visit  
TM Review meeting

**1.210. Kick-off Meeting** – Conduct a project kick-off meeting with OWNER to review the project scope of services and schedule, define lines of communication and protocols, review deliverables, and develop success factors for completing the project. The ENGINEER will identify a list of data needs for completing the project.

**1.220. Data Gathering and Site Visit**– The ENGINEER will collect, and review data required for the analysis from the OWNER and other agencies. The data gathering will include, at a minimum, the following:

- Site Visit to WWTP, not to exceed 4 hours.
- All facility record drawings related to the identified equipment as well as infrastructure within the project area pertinent to the project.
- OWNER's existing GIS data including: plats, tract maps, or right-of-way maps and easements; utility maps (water, sanitary sewer, storm sewer); contour maps (if required)
- Projects in progress – OWNER will help identify and assist ENGINEER to coordinate with other proposed projects within project area currently under design or construction.

**1.230. Technical Memorandum** – The ENGINEER will create a Technical Memorandum to provide document the data collected, and the design parameters used to size the replacement equipment. This will include potential desktop analysis needed for sizing of equipment based on the information provided by the existing equipment manufacturers, third party wastewater plant operations entity and OWNER. The ENGINEER will coordinate with identified equipment manufacturers and vendors regarding replacement items and present two additional viable alternative options in a concise technical memorandum to the OWNER for decision on equipment selection before entering the Detail Design Phase.

**1.240. Survey** – The ENGINEER will perform a design level survey. The survey will include the locating of visible topographic features such as marked and existing utilities and their appurtenances, iron pins (if found), edge of pavement, structures and fences within limits of construction.

#### **TASK 1.300 Detailed Design**

The detailed design includes tasks necessary to design the improvements as outlined in the preliminary design technical memorandum to the 60% level of detail. The design will incorporate the following disciplines: civil, process mechanical, electrical, instrumentation and control. The detailed design process will be conducted in the following tasks.



- Deliverables: 60% Submittal
- Meetings: 60% Review meeting

**1.310. Drawings** – The ENGINEER will develop design and details drawings for the proposed equipment replacements and relocations to the 60% level of detail.

**1.320. Specifications** – The ENGINEER will develop detailed equipment, materials and all other technical specification sections generally considered to be necessary for detailing the construction of the project to the 60% level of detail.

**1.330. Opinion of Probable Construction Cost** – The ENGINEER will prepare an opinion of probable construction cost for the project based upon the complete detail design documents.

**1.340. Submittal** – The ENGINEER will submit one (1) electronic set to the OWNER for review and comment.

**1.350. Detailed Design Submittal Review Meeting** – The ENGINEER will conduct a review meeting with the OWNER approximately two (2) weeks after the submission of the 60% Detailed Design Submittal.

#### **TASK 1.400 Final Design**

The final design includes those tasks necessary to finalize the design outlined in the Detailed Design Submittal. The final design will incorporate the following disciplines: civil, process mechanical, electrical, instrumentation and control. The final design process will be conducted in the following tasks.

- Deliverables: 100% Submittal
- Meetings: 100% Review meeting

**1.410. Drawings** – The ENGINEER will revise design and details drawings based on comments from the Detailed Design Review Meeting and complete to the 100% level of detail.

**1.420. Specifications** – The ENGINEER will develop front end documents and bid tab for the project. The ENGINEER will revise detailed equipment, materials and all other specification sections based on comments from the Detailed Design Review Meeting and complete to the 100% level of detail.

**1.430. Pre-Negotiated Equipment Package** – The ENGINEER will provide clarifications and answer questions from prospective equipment vendors made during the pre-negotiation. One (1) written clarifications and answers to questions will be distributed to perspective bidders.

**1.440. Opinion of Probable Construction Cost** – The ENGINEER will prepare an opinion of probable construction cost for the project based upon the complete final design documents.

**1.450. Submittal** – The ENGINEER will submit one (1) electronic set to the OWNER for review and comment.



**1.460. Final Design Submittal Review Meeting** – The ENGINEER will conduct a review meeting with the OWNER approximately two (2) weeks after the submission of the Final Design Submittal.

**TASK 1.500 Permitting**

**1.510. TCEQ Regulatory Compliance** – The ENGINEER will coordinate with the TCEQ for required regulatory compliance.

**Phase 2 Bidding Services \$15,600.00**

The Bidding Phase services will include those tasks necessary to advertise, bid, and provide a recommendation of award of Construction Contract. Key aspects of Phase 2 are listed below.

- Deliverables: Project Advertisement  
Bid Documents  
Answer Bidder Questions  
Addenda (if necessary)  
Contractor Award Recommendation Letter  
Conform to Bid Documents
- Meetings: Pre-Bid meeting  
Bid Opening

Specific tasks to be performed for the Bidding Phase are listed below.

**TASK 2.100 Contract Documents Bid Set**

**2.110. Seal and Sign** – The ENGINEER will incorporate the comments for the 100-percent review meeting. The ENGINEER will seal and sign the completed set of documents.

**2.120. Project Advertisement** – The ENGINEER will coordinate with city staff, create, and send bid advertisement to OWNER’s Purchasing Department. The ENGINEER will contact Contractors to help advertise the project.

**2.130. Contract Documents Distribution** – The ENGINEER post contract bid documents on CivCast to prospective bidders and vendors and maintain a log of distribution. The ENGINEER will charge bidders and vendors a fee for Contract Documents. The ENGINEER will provide one (1) sets of half-size drawings and specifications for the OWNER.

**2.140. Clarifications to Prospective Bidders** – The ENGINEER will provide clarifications and answer questions from prospective bidders made during the bidding phase. Two (2) rounds of written clarifications and responses to questions will be distributed to perspective bidders.

**2.150. Addenda** – Modification(s), if necessary, to the Contract Bid Documents will be distributed to perspective bidders via addenda.

**2.160. Conform to Bid Documents** – Once the OWNER has accepted a bid, the ENGINEER will conform the Bid Documents to include all addenda issued to form the Conform to Bid set of



Contract Documents. The ENGINEER will provide up to five (5) sets of half-size drawings and specifications, as well as an electronic set, for OWNER's and CONTRACTOR'S use.

**TASK 2.200 Meetings**

**2.210. Pre-Bid Meeting** – The ENGINEER will conduct one (1) pre-bid meeting. The pre-bid meeting will include a project overview presentation at a location designated by the OWNER and project site visit led by the ENGINEER with prospective bidders.

**2.220. Bid Opening Meeting** – The ENGINEER will attend the bid opening announcement led by the OWNER followed by a meeting to discuss the results.

**TASK 2.300 Evaluation of Bid Packets**

**2.310. Bidding Log** – The ENGINEER will review all submitted bids for compliance with Contract Documents and provide OWNER a log of all valid bidders.

**2.320. Review Bids** – The ENGINEER will review valid submitted bids and verify apparent low bidder's references. The ENGINEER will make recommendations for contract award based upon 'best value' for the OWNER.

**Phase 3 Construction Services \*\$79,580.00**

*\*Phase 3 will commence only upon written authorization from the Owner.* Phase 3 services are estimated at \$79,580.00 in August 2023 dollars and are acceptable at least until July of 2024. This assumes only the aerators and the influent pumps are bid in this package. The Construction services will include those tasks necessary to represent the OWNER during the project construction. Key aspects of Phase 3 are listed below.

- Deliverables: Construction meeting minutes  
Contractor Payment Application recommendations  
Shop drawing responses  
Request for Information responses  
Change Order recommendations, if required  
Field Order(s), if required  
Record Drawings
- Meetings: Construction Kickoff Meeting  
Construction progress meetings  
Substantial completion inspection  
Final completion inspection

During the Construction Phase, the following tasks will be provided.

**TASK 3.100 Construction Meetings**

**3.110. Construction Kick-off Meeting** – Conduct a construction kick-off meeting with the Contractor and OWNER to review the key construction processes outlined in Contract Documents, establish lines of communication and protocols, identify critical path of schedule, and issuing Notice to Proceed with executed Contracts to Contractor.



- 3.120. Construction Meetings** – The ENGINEER will attend monthly construction progress meeting with OWNER and Contractor. An estimate of twelve (12) construction meetings are included, with one person from the ENGINEER’s project team attending.
- 3.130. Site Visits** – The ENGINEER will make periodic visits, estimate of twelve (12), to the project site to observe the progress and quality of the various aspects of the Contractor’s work.
- 3.140. Substantial Completion Inspection** – The ENGINEER will participate in substantial completion inspection and provided list of noted items not in compliance with Construction Documents.
- 3.150. Final Completion Inspection** – The ENGINEER will participate in a final completion inspection and provide a list of noted items not in compliance with Construction Documents.
- 3.160. Equipment Start-up** – The ENGINEER will be on-site during equipment Start-up and witness field acceptance testing. Up to three (3) site visits are included.

#### **TASK 3.200 Submittals**

- 3.210. Submittal Management** –The ENGINEER will log-in, track, and distribute submittals internally and provide review comments to Contractor and OWNER.
- 3.220. Construction Execution Plan** – The ENGINEER will review the Contractor’s execution plan and provide comments. The plan will be used as the basis for evaluation against the Contractors actual progress results.
- 3.230. Shop Drawing** – The ENGINEER will perform technical and functional review of all shop drawings and other submittals and provide responses.
- 3.240. Field Testing Reports** – The ENGINEER will review Field Test reports and flag any potential tests that do not conform to the Contract Document requirements.
- 3.250. Contractor Payment Requests** – The ENGINEER will review of all Contractor Payment Request for accuracy and provide recommendations.
- 3.260. Operation and Maintenance Manuals** - The ENGINEER will review the O&M manuals for compliance with Contract Documents and provide comments.

#### **TASK 3.300 Requests for Information (RFI)**

- 3.310. Request for Information (RFI)** – The ENGINEER will review and respond to all RFIs, as necessary, submitted by the Contractor. The ENGINEER will coordinate with the OWNER on RFIs that requires information from the OWNER. Draft responses will be submitted to the OWNER for review and comment prior to submitting to the Contractor.

#### **TASK 3.400 Contract Modification Requests**

- 3.410. Field Order (FO) Management** – The ENGINEER will provide direction to the Contractor, as necessary, for modifications to the Bid Documents through FO to complete the Scope of Service identified herein. FO are used to address unforeseen issues. FO will be submitted to the OWNER for review and comment before submitting to the Contractor.



**3.420. Change Order (CO) Management** – The ENGINEER will review and provide recommendation to the OWNER on all Change Order requests received by the Contractor. The ENGINEER will work with the OWNER to properly facilitate CO requests when appropriate.

**TASK 3.500 Record Drawings**

**3.510 Record Drawings** – ENGINEER will develop As-built record drawings from the construction notes provided by the Contractor and OWNER. The OWNER will provide ENGINEER with all field changes and notes to be incorporated into the As-built documents.

**Additional Services:**

Additional Services can be performed as requested in writing by the OWNER. A detailed scope, schedule and fee will be created upon request by the OWNER as these services are NOT included in the Scope of Work, Schedule, or Fee of this contract.

- In the field SCADA wiring, termination, programming, integration

**Services Not Included**

Any other services, including but not limited to the following, are not included in this Scope of SERVICES:

- Meetings beyond those identified in the scope
- Breaking the project into multiple projects
- Professional services associated with re-bidding the project or value engineering.
- Assisting OWNER or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to OWNER.
- Performance of miscellaneous and supplemental services related to the project as requested by OWNER.
- Any other services not listed in the Scope of Services.

**Information Needed from the OWNER**

OWNER shall provide at a minimum to ENGINEER, the following items/information/assistance:

1. Furnish any existing data, reports, addresses, maps, plans, or construction drawings, etc. that may pertain to the project as requested.
2. Provide access to the WWTP site by issuing keys, combinations and approval to enter facilities on as needed basis while under contract to inspect the facility.

**Time Period for Performance**

Time periods for performance of the SERVICES are as follows:

<b>TASK 1.0</b>	<b>12 months</b>
<b>TASK 2.0</b>	<b>3 months</b>
<b>TASK 3.0</b>	<b>12 months</b>
<b>TOTAL</b>	<b>27 months</b>



## Assumptions

This Scope of SERVICES assumes the following:

- A two-week review period by OWNER for each submittal. All OWNER comments should be provided within the two-week review period. Any delays caused by the OWNER'S review shall be cause for an equitable extension of the design submittal timeline.

## Method of Payment

The Owner shall compensate Engineer on a lump sum basis in accordance with Fee Summary shown above for the provided Basic Services describes herein and the approved Supplemental Services described herein. Invoices shall be submitted monthly by the Engineer, in a format acceptable to the Owner, based upon the percentage of SERVICES completed to date. The Engineer shall not exceed the stated fee amount without written approval from the Owner. The Engineer shall seek written approval for any SERVICES outside of the stated scope before performing said SERVICES.



# "EXHIBIT B"





**EXHIBIT B  
CITY OF STEPHENVILLE  
WWTP EQUIPMENT REPLACEMENT  
PROFESSIONAL SERVICE FEE SUMMARY**



<b>PHASE 1 - DESIGN SERVICES</b>	
Preliminary Design	\$ 39,670
Detailed Design	\$ 85,700
Final Design	\$ 60,630
Permitting	\$ 3,500
<b>Sub-Total</b>	<b>\$ 189,500</b>
<b>PHASE 2 - BIDDING SERVICES</b>	
Contract Documents Bid Set	\$ 10,800
Meetings	\$ 2,500
Evaluation of Bid Packets	\$ 2,300
<b>Sub-Total</b>	<b>\$ 15,600</b>
<b>*PHASE 3 - CONSTRUCTION SERVICES</b>	
Construction Meetings	\$ 28,780
Submittals	\$ 35,030
Request for Information (RFI)	\$ 4,380
Contract Modification Requests	\$ 5,520
Record Drawings	\$ 5,870
<b>Sub-Total</b>	<b>*\$79,580</b>
<i>*Phase 3 - Estimated but will need to be authorized after Phase 2</i>	
Project Management and Administration	\$ 24,660
Expenses	\$ 5,740
<b>Total Basic Service Fee Proposal</b>	<b>315,080</b>



# "EXHIBIT C"





**EXHIBIT C**  
**CITY OF STEPHENVILLE**  
**Wastewater Treatment Plant**  
**Opinion Of Probable Construction Cost**



ITEM	DESCRIPTION	UNIT	UNIT COST	QUANTITY	ITEM COST
1	Demolition	EA	\$2,500	4	\$10,000
2	Floating Aerator Units - 2200 Series	EA	\$75,000	4	\$300,000
3	Control Panel	LS	\$75,000	1	\$75,000
4	Misc Instrumentation and Control 10% of equipment	LS	\$30,000	1	\$30,000
5	Electrical 15% of equipment	LS	\$45,000	1	\$45,000
6	Influent Self Priming Pump	LS	\$150,000	1	\$150,000
7	Instrumentation and Control 10% of equipment	LS	\$15,000	1	\$15,000
8	Electrical 15% of equipment	LS	\$22,500	1	\$22,500
				<b>SUB TOTAL</b>	<b>\$648,000</b>
				Mobilization/Demobilization 5%	\$33,000
				Bonding 2.5%	\$17,000
				Construction Profit 15%	\$98,000
				<b>SUB TOTAL</b>	<b>\$148,000</b>
9	Belt Filter Press Roller and Bearing Replacement	LS	\$228,850	1	\$228,850
	CONTINGENCY		20%		\$160,000
				<b>TOTAL</b>	<b>\$1,184,850</b>

This Opinion of Probable Construction Cost was prepared by Kent W. Riker, P.E. # 103730, firm No. 20783, and shall not be used for construction, permitting or other construction purposes.