



COUNCIL COMMITTEE MEETING

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

AGENDA

CALL TO ORDER

PARKS AND LEISURE SERVICES COMMITTEE

David Baskett, chair; Justin Haschke, Bob Newby, Gerald Cook, Lonn Reisman

1. Discussion of New Senior Citizens Center
2. Parks and Recreation Project Updates
3. Parks and Recreation Master Plan Update

PUBLIC WORKS COMMITTEE

Mark McClinton, chair; LeAnn Durfey, Ricky Thurman, David Baskett

4. Review Proposed Amendment to Annual Operations Agreement Amendment with Jacobs/CH2M OMI for Wastewater Treatment Plant Operations
5. Discuss Lillian Ground Storage Tank Floor Repairs
6. Discuss Transfer of Ownership of 100 Block of Graham Avenue from TxDOT to City of Stephenville

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.



COMMITTEE REPORT

REPORT TYPE: Parks and Leisure Services Committee Report

MEETING: January 17, 2023

Present:

Absent:

DEPARTMENT: Parks and Leisure Services

STAFF CONTACT: Daron Trussell - Director

Stephenville Parks and Recreation Project Updates

Mitch Wright, with Vista Planning and Design, will provide an update on the Parks and Recreation Master Plan.

Status update on Inclusive Playground and Techline Lighting Projects.

STAFF REPORT



SUBJECT: Stephenville Wastewater Treatment Plant
Amendment to Agreement for Operations, Maintenance and Management Services
Jacobs/CH2M OMI Proposed Agreement Amendment for FY 2022-2023

MEETING: Public Works Committee Meeting - 17 JAN 2023

DEPARTMENT: Public Works

STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposed contract amendment with a 3.50% base rate increase. The proposed increase of \$23,445.52 yields an annual wastewater treatment operational cost of \$934,635.52 in accordance with the existing agreement.

BACKGROUND:

Provisions of the existing operations and maintenance agreement with CH2MHILL/OMI are reviewed annually. The city originally entered into an agreement with OMI in 1996 for the daily operations and maintenance of the wastewater treatment plant (WWTP). The city renewed the contract with CH2MHILL/OMI on October 7, 2014. The term of the agreement was extended to match the finance period for two backup electrical generators, which CH2MHILL/OMI agreed to finance at no cost to the city. The agreement was renewed in FY20-21 with a five-year renewal setting the existing agreement expiration at September 30, 2026.

The base fee for last fiscal year (FY21-22) was \$845,590 and included \$87,000.00 and \$79,400.00 for the respective rebateable items of sludge hauling and chemical usage. The base fee also included \$9,318.00 for the continued management of the city's state-mandated Fats, Oils, and Greases (FOG) program.

FISCAL IMPACT SUMMARY:

The FY22-23 proposal negotiates a 3.50% operational base rate increase of \$23,445.52 for a total annual operational cost of \$934,635.52.

The requested base rate percentage increase is a negotiated, proposed increase.

Using the contractually calculated, default adjustment, verified using the contract Base Fee Adjustment Formula in Appendix E of the executed agreement, would result in an 8.52% increase. The 5.02% cost savings, achieved between the contractually calculated 8.52% increase and the proposed 3.50% increase, yields \$31,972.43 in negotiated cost savings.

The amendment proposes to increase the rebateable sludge hauling costs by \$11,000 (12.6%), from \$87,000 to \$98,000, as well as increase the rebateable bulk chemical costs by \$54,600 (68.8%), from \$79,400.00 to \$134,000. Rebateable items are pass-through costs and waste hauling and chemicals have increased significantly since last year. The substantial increases in the rebateable items totaled \$65,600. This is a 39.4% increase in rebateable items and accounts for over 70% of the total operational increase this FY.

The proposal maintains the provision for the Fats, Oils, and Greases (FOG) tracking program at the rate of \$9,318.00.

The total proposed contract amount, including base fee operations, sludge hauling, chemicals, and FOG program management is \$934,635.52; an \$89,045.52 or 10.5% overall increase from FY21-22.

The FY22-23 budget approved \$870,958 for operations. \$63,678 would need to be allocated from fund balance to make up the difference in the budgeted amount and the proposed amount.

ALTERNATIVES TO PROPOSAL:

The following alternatives are offered for consideration:

1. Do not recommend approval of the contract amendment with the proposed 3.50% operational base rate increase;
2. Postpone amendment approval and renegotiate the terms of the amendment.

ADVANTAGES:

Approval of the proposed agreement amendment provides for a \$31,972.43 (5.02%) cost savings. Approval also provides access to global, industry expertise and allows the city to take advantage of bulk pricing discounts for chemical usage.

DISADVANTAGES:

Approval of the proposed agreement amendment provides is a 10.5% overall increase and is \$63,678 over budget for the cost of daily operations and maintenance of the Stephenville Wastewater Treatment Plant.

ATTACHMENTS:

Attached is a copy of the proposed annual agreement amendment from Jacobs/CH2M OMI for FY2022-2023 for the continued daily operations and maintenance of the Stephenville Wastewater Treatment Plant. Also attached are supporting calculations.

1. [WWTP Operations Amendment – Proposed](#)
2. [WWTP Operations Amendment – Supporting Calculations](#)

**AMENDMENT NO. 16
to the
AGREEMENT FOR OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES
for the
CITY OF STEPHENVILLE, TEXAS**

This Amendment No. 16 to the Agreement for Operations, Maintenance and Management Services for City of Stephenville, Texas dated October 1, 2006 (the "Agreement") is made and entered into this ___ day of _____ 2022 (the "Effective Date") by the City of Stephenville, Texas (hereinafter the "Owner") and Operations Management International, Inc. (hereinafter "CH2M HILL OMI"), whose address for formal notice is 6312 S. Fiddler's Green Circle, Suite 300N, Greenwood Village, CO 80111.

NOW THEREFORE, Owner and CH2M HILL OMI agree to amend the Agreement as follows:

- 1. Paragraph 3.1 Owners Responsibilities is hereby deleted in its entirety and replaced with the following:

- 3.1 The Owner shall pay for all expenditures for: (1) Capital Expenditures; (2) Electrical Cost; (3) Sludge Hauling Cost in excess of the Sludge Hauling Limit; and (4) Chemicals Cost in excess of the Chemicals Limit.

- 2. Paragraph E.1.1. of Appendix E is hereby deleted in its entirety and replaced with the following:

- E.1.1. Owner shall pay to CH2M HILL OMI as compensation for services performed under this Agreement a Base Fee of Nine Hundred Thirty-Four Thousand Six Hundred Thirty-Six Dollars (\$934,636) which includes the Sludge Hauling Limit, Chemical Limit, and FOG costs which shall be payable in twelve monthly installments of Seventy-Seven Thousand Eight Hundred Eighty-Six Dollars and Thirty-Three Cents (\$77,886.33) for the period of October 1, 2022 through September 30, 2023. Subsequent years' base fees shall be determined as hereinafter specified.

- 2. Paragraph E.1.3 of Appendix E is hereby deleted in its entirety and replaced with the following:

- E.1.3 The total amount CH2M HILL OMI shall be required to pay for Sludge Hauling Cost shall not exceed the annual Sludge Hauling Limit of Ninety-Eight Thousand Dollars (\$98,000). This amount will remain the same every year until the expiration of the Agreement or if both Parties agree to negotiate a new amount prior to the expiration of the Agreement. Owner will pay as additional compensation to CH2M HILL OMI any amount above the annual Sludge Hauling Limit and CH2M HILL OMI will rebate to City any amount less the annual Sludge Hauling Limit.

- 3. Paragraph E.1.5 of Appendix E is hereby deleted in its entirety and replaced with the following:

- E.1.5 Option 1: The total amount CH2M HILL OMI shall be required to pay for Chemical costs shall not exceed the annual Chemicals Limit of One Hundred Thirty-Four Thousand Dollars (\$134,000). This amount will remain the same every

year until the expiration of the Agreement or if both Parties agree to negotiate a new amount prior to the expiration of the Agreement. Owner will pay as additional compensation to CH2M HILL OMI any amount above the annual Chemicals Limit and CH2M HILL OMI will rebate to City any amount less the annual Chemicals Limit.

This Amendment No. 16 constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated otherwise, all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement shall be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

Authorized signature:

Authorized signature:

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

CITY OF STEPHENVILLE, TX

**Greg
Weeks**

Digitally signed by Greg Weeks
DN: cn=Greg Weeks, c=US, o=OMFS -
South Central Region, ou=PU-011962
US PROJECT DELIVERY - OM SVCS -
US SOUTH - GLOBAL - OM,
email=greg.weeks@jacobs.com
Date: 2022.12.15 13:41:44 -06'00'

Name: Greg Weeks
Title: Designated Manager
Date: 12/15/2022_____

Name: Doug Svien
Title: Mayor
Date: _____

CONTRACTUALLY CALCULATED RATE ADJUSTMENT

Base Fee adjustment formula as shown in Appendix E.3

ABF = Adjusted Base Fee

E = ECI for Total Compensation for Civilian Workers, Not Seasonally Adjusted (Employment Cost Index) reported as a percentage for the first quarter of the year for which an ABF is being calculated as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series Id: CIU101000000000A.

C_o = Consumer Price Index for all urban consumers as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SA0 for the month that is eighteen (18) months prior to the beginning of the period for which an ABF is being calculated, which is the month of March.

C = Consumer Price Index for all urban consumers as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report Series Id: CUUR0000SA0 for the month that is six (6) months prior to the beginning of the period for which an Adjusted Base Fee is being calculated, which is the month of March.

ABF = Adjusted Base Fee

ABF = BF x AF

BF = Base Fee

AF = Adjustment Factor as determined by the formula:

AF = [(E)0.50 + ((C-C_o)/C_o)0.50] + 1.02

E = 4.50%, C = 287.504, C_o = 264.877

AF = [(4.5%)0.50 + ((287.504-264.877)/264.877)0.50] +1.02

AF = [(.045*.5) + (.0854*.5)] + 1.02

AF = 1.0852 shown as an 8.52% increase

DEFAULT INCREASE OF 8.52%

Contractual Default Fee Calculation

FY21-22 Base Fee = \$669,872.00

Amount of Base Fee Increase = \$669.872.00 x 0.0852 = \$57,073.09

ABF = \$669,872.00 x 1.0852 = \$726,945.09

✓ ABF = \$669.872.00 + \$57,073.09= \$726,945.09

Operational Fee (OF) Calculation

OF = ABF + Sludge Hauling + Chemicals + FOG

✓ OF = \$726,945.09 + \$87,000 + \$79,400 + \$9,318 = **\$902,663.09**

NEGOTIATED AND PROPOSED INCREASE OF 3.50%

Negotiated Fee Calculation

FY21-22 Base Fee = \$669,872.00

Amount of Base Fee Increase = \$669,872.00 x 0.0350 = \$23,445.52

ABF = \$669,872.00 x 1.035 = \$693,317.52

✓ ABF = \$669,872.00 + \$23,445.52 = \$693,317.52

Operational Fee (OF) Calculation

OF = ABF + Sludge Hauling + Chemicals + FOG

✓ OF = \$693,317.52 + \$98,000 + \$134,000 + \$9,318 = **\$934,635.52**

OF Cost Savings: 8.52%OF – 3.50%OF = \$934,635.52 - \$902,663.09 = \$31,972.43

Supporting Documentation for (E) Employment Cost Index and (CPI) Consumer Price Index:

<http://data.bls.gov/timeseries/CIU1010000000000A>

Data extracted on: January 11, 2023 (3:24:24 PM)

Employment Cost Index

Series Id: CIU1010000000000A (B,C)

Not seasonally adjusted

Series Title: Total compensation for All Civilian workers in All industries and occupations, 12-month percent change

Ownership: Civilian workers

Component: Total compensation

Occupation: All workers

Industry: All workers

Subcategory: All workers

Area: United States (National)

Periodicity: 12-month percent change

Year	Qtr1	Qtr2	Qtr3	Qtr4
2012	1.9	1.7	1.9	1.9
2013	1.9	1.9	1.9	2.0
2014	1.8	2.0	2.2	2.2
2015	2.6	2.0	2.0	2.0
2016	1.9	2.3	2.3	2.2
2017	2.4	2.4	2.5	2.6
2018	2.7	2.8	2.8	2.9
2019	2.8	2.7	2.8	2.7
2020	2.8	2.7	2.4	2.5
2021	2.6	2.9	3.7	4.0
2022	4.5	5.1	5.0	

B : Includes wages, salaries, and employer costs for employee benefits.

C : See Footnote C on www.bls.gov/ect/cimapnote.htm.

http://data.bls.gov/timeseries/cuur0000sa0?series_id=cwur0000sa0

Data extracted on: January 11, 2023 (3:24:39 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUUR0000SA0

Not Seasonally Adjusted

Area: U.S. city average

Item: All items

Base Period: 1982-84=100

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2012	226.665	227.663	229.392	230.085	229.815	229.478	229.104	230.379	231.407	231.317	230.221	229.601
2013	230.280	232.166	232.773	232.531	232.945	233.504	233.596	233.877	234.149	233.546	233.069	233.049
2014	233.916	234.781	236.293	237.072	237.900	238.343	238.250	237.852	238.031	237.433	236.151	234.812
2015	233.707	234.722	236.119	236.599	237.805	238.638	238.654	238.316	237.945	237.838	237.336	236.525
2016	236.916	237.111	238.132	239.261	240.229	241.018	240.628	240.849	241.428	241.729	241.353	241.432
2017	242.839	243.603	243.801	244.524	244.733	244.955	244.786	245.519	246.819	246.663	246.669	246.524
2018	247.867	248.991	249.554	250.546	251.588	251.989	252.006	252.146	252.439	252.885	252.038	251.233
2019	251.712	252.776	254.202	255.548	256.092	256.143	256.571	256.558	256.759	257.346	257.208	256.974
2020	257.971	258.678	258.115	256.389	256.394	257.797	259.101	259.918	260.280	260.388	260.229	260.474
2021	261.582	263.014	264.877	267.054	269.195	271.696	273.003	273.567	274.310	276.589	277.948	278.802
2022	281.148	283.716	287.504	289.109	292.296	296.311	296.276	296.171	296.808	298.012	297.711	

Below is a table summarizing the proposed base fee from Jacobs/CH2MHILL/OMI:

2021-2022 Base Fee		669,872.00
Sludge Hauling		87,000.00
Chemicals		79,400.00
FOG Program		9,318.00
2020-2021 Total Fee		845,590.00
Adj Rate (not applied to rebateables/FOG)	3.50%	23,445.52
2022-2023 Base Fee		693,317.52
Sludge Hauling		98,000.00
Chemicals		134,000.00
FOG Program		9,318.00
2022-2023 Base Fee		934,635.52
2022-2023 Total Fee (Rounded)		934,636.00

STAFF REPORT

SUBJECT: Lillian 1 MG GST - Additional Repairs
MEETING: Special Council Meeting - 17 JAN 2023
DEPARTMENT: Public Works - Water
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff recommends approval of the proposal from Texas Aquastore, Inc. of Sherman, Texas to perform the additional repairs to the floor of the Lillian 1,000,000 gallon (1 MG) Ground Storage Tank (GST).

BACKGROUND:

The city maintains a 1 MG GST at the Lillian pump station. The tank is an above ground, glass-lined, bolted, steel-panel tank. The tank was installed in 2001 and has developed leaks around some of the caulked wall panel joints. The original wall panel repairs for this tank were approved at the Special Council Meeting on October 18, 2022.

PROPOSAL:

Upon draining and cleaning the tank to perform the wall-panel repairs, damage was discovered in the floor of the tank. The damage was undetectable until the tank was drained and the floor thoroughly cleaned. Texas Aquastore, Inc. is performing temporary repairs to the existing tank floor panels to seal the tank until the replacement panels are installed.

Attached is a quote received from Texas Aquastore, Inc. to perform the additional, necessary repairs to the floor of the tank for \$129,965.00. Texas Aquastore, Inc. has stated the glass-lined, bolted, steel-panels for the tank have a 36-week lead time from the date of order. Photographs showing the condition of the existing floor panels are attached.

Also attached is a letter from the tank manufacturer (CST Storage) stating Texas Aquastore, Inc. is the exclusive dealer for this tank.

FISCAL IMPACT SUMMARY:

The FY22-23 adopted budget included \$110,000 for the originally identified repairs. The original proposal was for \$102,492, leaving a positive balance of \$7,508.00 under the approved budget.

The proposal to replace the tank's floor panels is \$129,965.00. With the \$7,508 savings from the original project, a balance of \$122,457 is necessary to fund the Lillian tank's floor repairs.

Savings from the 377 Elevated Storage Tank (EST) Rehabilitation project would be used for the Lillian tank floor repairs. \$500,000 was budgeted for the 377 EST project and the total cost is anticipated to be \$357,900 leaving a balance of \$142,100. This would leave a positive balance between the two projects of \$19,643.00.

ALTERNATIVES:

The following alternatives are provided for consideration:

1. Do not recommend approval of the tank floor repairs as presented, or
2. Recommend an alternate repair company or repair methodology.

ADVANTAGES:

1. Approval allows the materials to be ordered immediately and the tank repairs to be scheduled in the fall of 2023.
2. Texas Aquastore, Inc. originally installed the tank and is certified to perform maintenance on glass-lined tanks.
3. The city has used Texas Aquastore in the past to perform minor repairs with success.

DISADVANTAGES:

1. The repairs are an unforeseen cost.

ATTACHMENTS:

[2023 01-17 – Lillian Tank Photographs – 2023 01-11](#)
[2023 01-17 – Texas Aquastore Quote – 2023 01-11](#)
[2022 01-17 – Authorized Dealer Letter - 2021 02-04](#)





February 4, 2021

Attention: To Whom It May Concern

Subject: CST Storage – Reference Projects Texas Aquastore, Inc.

CST Storage Company markets their Aquastore® Glass Fused to Steel tank through an Authorized Dealer Network. This helps to ensure the customer receives the highest quality installed tank available.

Texas Aquastore, Inc. is our exclusive authorized Municipal and Industrial Aquastore® sales dealer and installer in the state of Texas, Oklahoma, Arkansas, New Mexico, Arizona, and Nevada.

As part of the Aquastore® tank warranty and maintenance, Texas Aquastore, Inc. erection crews are factory trained and certified to install Aquastore® Glass Fused to Steel water and wastewater storage tanks per the manufacturer's required specifications and procedures.

If you have any questions regarding the dealer certified erection crews and/or erection procedures, please contact Texas Aquastore, Inc. directly or CST Storage.

Texas Aquastore, Inc.

1422 West Houston Street

Sherman, TX 75092

Phone: (903) 870-5000

Fax: (903) 870-5004

Website: <http://texas-aquastore.com>

Sincerely,

Chris Forbes
Manager of Inside Sales

CST Industries, Inc.

World Headquarters, 903 E 104th Street, Suite 900 | Kansas City, MO 64131 USA

Phone 844-44-TANKS | Fax 913.621.2145

www.cstindustries.com



1422 West Houston Street Sherman, Texas 75092

Phone: (903) 870-5000

Fax: (903) 870-5004

Rev. Stephenville, TX PROPOSAL FLOOR PANELS 01112023-002

TO: City of Stephenville
 298 W. Washington
 Stephenville, TX 76401
 Attention: Danny Boucher
 Phone: 254-485-1767
 Email: dboucher@stephenville.gov
 Submitted by: *Chad Callahan*

DATE: January 11, 2023
 PROJECT: Stephenville
 MIP# 8011818
 Tank Info: 7632 SFWT
 TERMS: 50% down payment
 50% on completion

QUANTITY	We are pleased to quote you on the following material for acceptance within 15 days:	UNIT PRICE	EXTENSION
1	Option No. 1: Material all new floor panels complete with all new hardware & sealer, includes. Note bolts in floor angle will need to be reused.	\$94,516	\$94,516
1	Option No. 2: Labor & Equipment to safely remove damaged floor panels and install new floor panels complete and in place.	\$35,449	\$35,449
1	Mobilization included in above pricing. Freight to the Jobsite included in above pricing. Supplied by Buyer: <ul style="list-style-type: none"> • Tank to be empty and clean of sediments prior to our arrival. • Taxes, TERO Fees, Bonds & permits if required. • Water cleaning and water testing. • Tank Disinfection • Dumpster for Trash Disposal <p>NOTE 1: To facilitate the works, the tank must be drained & cleaned out by the Purchaser prior to the arrival of our personnel.</p> <p>NOTE 2: Proposed scope of work is based on the TA's inspection of the tank exterior and interior and general experience with Aquastore Tanks of similar age and service. TA makes no guarantee that the tank re-caulk will remedy all tank deficiencies. If scraping of sealer from panel edges exposes damage</p>	TOTAL	\$129,965

	<p>to any sidewall panel that TA determines cannot be repaired by patching and requires panel replacement instead, TA will advise Buyer of the additional cost to supply replacement panel(s). If during the course of performing the Seller's scope of work, other damage to the tank shell is revealed, TA will notify the Buyer's designated project coordinator to discuss the extent of additional work and cost. Additional repairs will not be performed unless Buyer agrees to any added cost proposed by TA. Depending on the scope of any additional repairs, TA will advise Buyer whether the repairs can be made promptly or will require remobilization.</p> <p>NOTE 3: Mobilization to cover travel to and from site from our Sherman office will be charged for each trip. Mobilization will be charged and invoiced to the Purchaser if Purchaser cancels the inspection unless TA is notified at least 7 days prior to the scheduled arrival of TA personnel.</p> <p>NOTE 4: Price is valid for acceptance for 30 days from the date of this Proposal.</p>		
--	---	--	--

Accepted for the purchaser: _____ Date: _____ 20_____

Scheduling of the job may be affected based on the regulations established by the Governor's office concerning COVID-19 guidelines.

Any and all required permits (confined space, building, work, etc.) are to be furnished by others. All Texas Aquastore employees are confined space trained. Any disinfection process will be performed by others and is not the responsibility of Texas Aquastore Inc.

This quotation is based on non-prevailing wages and is valid for sixty days. Any applicable taxes are not included. Payment is due at the time of invoice. Texas Aquastore general terms and conditions will apply.

Any disinfection process will be performed by others and is not the responsibility of Texas Aquastore Inc.

Payment Schedule for the above work:
50% of contract amount as Down Payment with signed Purchase Order.
50% of contract amount do on completion.

It is the responsibility of others to provide 360° access around the tank in order to utilize a man lift.

While the work is being performed the tank would have to be taken offline, the water level set at a requested height, and that same height maintained while the work is performed.

While on site, any magnesium sacrificial anodes found to have less than 50% life remaining; can be replaced by Texas Aquastore for an additional \$600 each.

While on site, any zinc sacrificial anodes found to have less than 50% life remaining; can be replaced by Texas Aquastore for an additional \$600 each.

Thank you for selecting Texas Aquastore as your water storage provider. We pride ourselves on quality and customer service. As part of our commitment to the customer, we are going to great lengths to ensure your job continues to move forward despite the COVID related delays pertaining to material supply.

travel restrictions. In order to continue forward on our jobs that require COVID testing and quarantines, Texas Aquastore will agree to test and quarantine our builders when required and charge the Buyer for these costs per the Rate Sheet below.

As a reminder, the contract price and scope of work does not factor in possible schedule delays or extra costs associated with COVID-19 pandemic as the scope of this potential impact was unknown at bid time. It is reasonable to expect that the pandemic may have adverse impact in available labor and materials due to policies limiting travel, requiring social distancing, and self-isolation. Therefore, to the extent permitted by our contract to claim against a Force Majeure event, we reserve all rights to (1) an extension of time based upon any delay to the project caused by COVID-19; (2) additional compensation based upon unforeseen costs incurred related to materials, labor, or mobilization caused by COVID-19. While we provide this notice as a precaution, we assure you that we are doing everything in our power to avoid delays or increased costs to the project, while remaining compliant with the health and safety directions, guidelines, and requirements issued by local municipalities, and governments.

ACKNOWLEDGMENT

- a. Acknowledge order immediately by returning duplicate signed by authorized representative.
- b. The entire agreement between the parties consists of the Purchase Order and any documents incorporated by referenced as stated herein and no other acceptance or acknowledgment or other conditions will apply. Amendments, if any, will be made in writing by agreement only and must be signed by both parties.
- c. Failure to secure all necessary licenses, permit, etc., shall be reason for penalty, back charge or cancellation.
- d. In the event Vendor/Subcontractor fails to acknowledge this Purchase Order in accordance with the provisions hereof within ten (10) days from date of Purchase Order, then it shall be deemed canceled, null and void, and incorporated at Contractor's option.

2. SHIPPING

All deliveries must be during regular working hours maintained at the jobsite. No layover time will be paid by Contractor. All shipping charges will be prepaid by Vendor/Subcontractor unless specifically noted to the contrary.

3. PERFORMANCE

Except where specifically noted, Vendor/Subcontractor at his expense shall provide all labor, equipment, tools, and materials necessary to provide the finished product described in this Purchase Order. Orders should be delivered complete and no backorders are acceptable. Vendor/Subcontractor shall immediately notify Contractor of any backordered items. Any added expenses incurred from backordered or omitted items shall be the obligation of the Vendor/Subcontractor. Contractor shall have the option of canceling without penalty any portion of this Purchase Order that is backordered or not delivered for any reason.

4. QUALITY AND DESIGN OF PRODUCT OR SERVICES

Vendor/Subcontractor shall furnish at his expenses any samples, shop drawings, certificates, affidavits, reports, test results or any other written or physical data that may be required by Contractor for the proper acceptance performance hereunder.

5. OWNER APPROVAL

In accordance with the principal contract, this Purchase Order is subject to the approval of the Owner. In the event the Owner disapproves Vendor/Subcontractor for any cause whatsoever, this Purchase Order will immediately become null and void and neither party will have any claim as against the other.

6. INSURANCE

Prior to providing any work or materials, Vendor/Subcontractor will obtain the following insurance and furnish the Contractor with certificates, evidencing it, covering the period Vendor/Subcontractor is performing hereunder, to wit:

- a. Worker's Compensation insurance in accordance with law and Employer's Liability Insurance with the requirements of the principal contract and/or applicable state law or other constituted authority.
- b. Comprehensive Public Liability insurance including protection of Contractor against claims arising out of Vendor/Subcontractor operations. Vendor/Subcontractor shall save and hold Contractor harmless from any and all such claims. Required limits of liability are Bodily Injury - \$500,000/\$1,000,000; Property damage - \$1,000,000 each occurrence.
- c. Comprehensive Automobile Liability Insurance with required limits of liability to be same as limits in (b) above.
- d. Products and completed operations hazard insurance.
- e. All of the above insurance shall provide that the same may not be canceled or charged without ten days prior written notice to the Contractor by certified mail. In the event Vendor/Subcontractor fails to carry the Insurance specified herein above the Contractor may obtain such insurance, charge it to the Vendor/Subcontractor who agrees to furnish all necessary information. Vendor/Subcontractor agrees that the provisions set forth in this paragraph shall be imposed upon, assumed and performed by each of its sub-vendors, sub-sub-vendors, and sub-sub-contractors.

7. CHARGES AND/OR EXTRAS

- a. No changes as to quantities, descriptions, prices, extent of service, etc. shall be made, nor will any charge for extras be allowed unless it has been authorized in writing by Contractor. No charge will be allowed for freight express, cartage, demurrage or other transportation or storage unless agreed to and specified in this order. The amount of this Purchase Order shall include and therefore shall not be increased on account of any charges in the cost of any material, labor, freight storage, existing or future taxes or other charges.
- b. The Contractor may at times, issue written orders to the Vendor/Subcontractor making changes in adding to or subtracting from work to be performed hereunder. The Vendor/Subcontractor shall not deviate from, add to, delete from or make changes in the work required to be performed hereunder, unless so directed by prior written order from Contractor signed by its project manager. Contractor and Vendor/Subcontractor shall negotiate and endeavor to agree in writing to any change in time of performance or in the amount to be paid or the credit to the allowed under this agreement. In the event Contractor and Vendor/Subcontractor are unable to agree, Vendor/Subcontractor nevertheless shall and hereby agrees to proceed with performance as ordered. The questions of change in the amount to be paid or time of performance shall be submitted in the form, manner and within such time as it will enable Contractor to make timely claim thereof from the Owner as prescribed for the presentation of such claim or disputes in the principal contract. If no additional time or compensation is required by Vendor/Subcontractor in writing within 48 hours after receipt of a particular order from Contractor making changes in or adding to work or after a dispute as to work included with is Purchase Order. It shall be construed that there is no additional time or compensation requested or required. In addition, the order will be fully complied with and/or work performed by the Vendor/Subcontractor without any extension or time or additional compensation.

8. COMPLIANCE WITH THE LAW

- a. Vendor/Subcontractor shall comply with all applicable Federal, State, and Local laws and regulations.
- b. Vendor/Subcontractor shall secure and pay for all necessary permits in connection with its work.
- c. This Purchase Order shall take effect and be construed in accordance with the laws of the State of Florida applicable to agreements to be performed with the State, even if the goods or services ordered hereby may be shipped from or delivery is made in, another State or Country.

d. If any controversy shall arise under this contract, and there is not provision for resolution in the General Contract, then either party hereby may demand arbitration by reference to a Board of Arbitration. It should consist of one person selected by Subcontractor, these two to select a third, and in case these two shall fail to select a third within three days, he shall be named by Architect or his authorized representative. In case either party fails to name an arbitrator within three days after requested to do so, the Engineer, or his authorized representatives, shall name an arbitrator to represent the party so failing to name one. The written decision of any two of this Board shall be final and binding on both parties hereto. Each party shall pay one-half of the expense of arbitration.

9. LIENS AND INDEMNIFICATION: PROOF OF PAYMENT

Vendor/Subcontractor shall give Contractor such proofs, affidavits, releases or other documents reasonably required by Owner or Contractor's counsel evidencing the status of the accounts between Vendor/Subcontractor and Contractor and the status of the accounts between Vendor/Subcontractor and any subcontractor, sub-sub-contractor, material, men or laborer performing labor or services and/or delivering materials in and about the work labor, services and/or material to be provided by Vendor/ Subcontractor under this Purchase Order, which Contractor may require to assist Contractor in meeting requirements of the Mechanics Lien Law of the State of Florida and the Contractor's contract with the Owner to allow or entitle Contractor to a periodic or final payment under the principal contract.

Scheduling of the job may be affected based on the regulations established by the Governor's office concerning COVID-19 guidelines.

Any and all required permits (confined space, building, work, etc.) are to be furnished **by others**. All Texas Aquastore employees are confined space trained. Any disinfection process will be performed **by others** and is not the responsibility of Texas Aquastore Inc.

This quotation is based on **non-prevailing** wages and is valid for sixty days. Any applicable taxes are not included. Payment is due at the time of invoice. Texas Aquastore general terms and conditions will apply.

Any disinfection process will be performed **by others** and is not the responsibility of Texas Aquastore Inc.

Payment Schedule for the above work:

50% of contract amount as Down Payment with signed Purchase Order
50% of contract amount do on completion

It is the responsibility **of others** to provide 360° access around the tank in order to utilize a man lift.

While the work is being performed the tank would have to be taken off line, the water level set at a requested height, and that same height maintained while the work is performed.

While on site, any sacrificial anodes found to have less than 50% life remaining; can be replaced by Texas Aquastore for an additional \$450 each.

"If, during the performance of this contract, the price of an input significantly increases, the price of shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in input price exceeding 2% experienced by contractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of is delayed, through no fault of contractor, as a result of the shortage or unavailability of an input, contractor shall not be liable for any additional costs or damages associated with such delay(s)."

STAFF REPORT



SUBJECT: Graham – 100 Block – TxDOT Transfer of Public Roadway
MEETING: Public Works Committee Meeting - 17 JAN 2023
DEPARTMENT: Public Works
STAFF CONTACT: Nick Williams

RECOMMENDATION:

Staff supports approval of the Resolution to transfer ownership of the 100 block of Graham Avenue (U.S. 108) from TxDOT to the City of Stephenville.

BACKGROUND:

At a Special Council Meeting on March 8, 2021, approval of a change order was granted to place brick pavement on the 100 block of Graham Avenue on the east side of the Erath County courthouse from (and including) the intersections of Washington/Graham and College/Graham. TxDOT permitted the change order on the condition that the City of Stephenville would take ownership of the bricked pavement section.

FISCAL IMPACT SUMMARY:

The city, in partnership with TxDOT, advance funded \$2,000,000 to the state for the project to replace utilities under Graham during the state's project to reconstruct the roadway. The bid for the city's portion of the construction work was \$1,757,898.45, leaving a balance of \$242,101.55.

TxDOT project Change Order No. 11 for \$11,440.00 was authorized by the city for installation of utility anchor collars that were not included in the original bid leaving a positive balance of \$230,661.55.

TxDOT project Change Order No. 14 for \$15,869.22 was authorized by the city for the boring of water and sewer utilities under an unforeseen, existing storm water crossing at Tarleton and Graham leaving a positive balance of \$214,792.33.

TxDOT project Change Order No. 18 for \$226,528.00 as authorized by the city to place brick pavement along Graham from Washington Street to College Street leaving a negative balance of \$11,735.67.

The project will need additional funding of \$11,735.67 paid to TxDOT upon project completion from the FY22-23 Street capital fund balance. The project is scheduled for completion in February of 2023.

There is no cost to the city for the process to transfer ownership of the roadway.

ATTACHMENTS:

Attached is a copy of the appropriate DRAFT resolution with exhibit to transfer ownership of the 100 block of Graham Avenue from TxDOT to the City of Stephenville.

[2023-R-XX – Graham – TxDOT Transfer of Public Roadway - DRAFT](#)

RESOLUTION NO. 2023-R-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF STEPHENVILLE, TEXAS, REQUESTING THE TRANSFER OF THAT CERTAIN PUBLIC ROADWAY DESCRIBED HEREIN ON EXHIBIT "A" FROM THE TEXAS DEPARTMENT OF TRANSPORTATION TO THE CITY OF STEPHENVILLE

WHEREAS, the City of Stephenville wishes to undertake full jurisdiction, control, and maintenance of the property, for public road purposes, which property is situated within the City of Stephenville and more particularly described in Exhibit "A" attached hereto; and

WHEREAS, the City of Stephenville will work to maintain and improve the aforementioned property in perpetuity;

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

Upon transfer of the property more particularly described in Exhibit "A" attached hereto from the State of Texas, by and through the Texas Transportation Commission, to the City of Stephenville, the City of Stephenville undertakes full jurisdiction, control, and maintenance of the property for public road purposes with the understanding that, if the property is no longer used for public road purposes, it shall automatically revert to the State of Texas.

PASSED, APPROVED, and ADOPTED on this the ____ day of _____, 20__.

Doug Svien, Mayor

ATTEST:

Sarah Lockenour, City Secretary

Reviewed by Jason M. King
City Manager

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

EXHIBIT "A"

