



COUNCIL COMMITTEE MEETING

City Hall Council Chambers, 298 W. Washington
Tuesday, June 21, 2022 at 5:30 PM

AGENDA

PERSONNEL COMMITTEE

Ricky Thurman, chair; Justin Haschke, Gerald Cook, Mark McClinton

1. Discussion of City Planner Position
2. Fire Department Reorganization

PUBLIC HEALTH AND SAFETY COMMITTEE

Bob Newby, Chair; LeAnn Durfey, Daron Trussell, Ricky Thurman

3. Axon Enterprises Contract re-write for Body Worn Cameras, Fleet Cameras, Interview Room Cameras and Evidence.com Subscriptions

PUBLIC WORKS COMMITTEE

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

4. Discussion of a Professional Services Agreement for the 377 Elevated Storage Tank Rehabilitation Project

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: Discussion of the City Planner Position

DEPARTMENT: Development Services

STAFF CONTACT: Steve Killen, Director

BACKGROUND:

During the 2020-21 budget process, City Council funded a City Planner position effective October 1, 2020. Recruiting efforts were initiated and funding was subsequently authorized to secure third party recruitment services. The labor market proved challenging and recruitment efforts provided very few candidates. The position was filled in December, 2021; however, the incumbent resigned in March, 2022.

The explosive interest by developers to do business in the City of Stephenville has placed time sensitive demands on many departments, including Development Services. Most projects require immediate and ongoing attention until completion. Although a City Planner position is of utmost importance in regards to the long-term development of our city, current workloads have made the need for administrative assistance the immediate priority. Staff is requesting consideration of redirecting recruitment efforts for the City Planner.

Options to consider include, but, are not limited to:

1. Continue recruitment efforts for the City Planner position as originally intended.
2. Reclassify the position with less restrictive, minimum qualifications.

Staff respectfully recommends Option 2.



STAFF REPORT

SUBJECT: Fire Department Reorganization

DEPARTMENT: Fire Department

STAFF CONTACT: Robert Isbell

RECOMMENDATION:

Consider a reorganization of the fire department executive and command staff.

BACKGROUND:

Currently the department operates with an assistant chief (vacant), fire marshal, and a training captain.

This proposal would allow a consistent focused management of department operations. Maintaining regulated training, equipment testing, and policy updating, inspection and compliance demands full time attention in many areas. I recommend the assistant chief position, fire marshal, and training captain be reclassified as division chiefs. The three divisions would have focused duties while allowing some crossover for consistent management. The three divisions would be Administration, Operations, and Prevention. These positions would report directly to the fire chief

Two battalion chiefs manage the current structure of the three operational shifts. The third battalion chief is a vacant position, previously held by the former assistant chief. I recommend the elimination of the battalion chief positions through attrition. This would cause the shift management to move to the current captains and overseen by the newly created operations division.

At the time the battalion chiefs are eliminated through attrition, I recommend the backfill of firefighters.

FISCAL IMPACT SUMMARY:

With the elimination of high-ranking positions, this reorganization will result in a salary savings.

ALTERNATIVES

Continue with existing structure of assistant chief/battalion chief.



STAFF REPORT

SUBJECT: Axon Enterprises Contract re-write for Body Worn Cameras, Fleet Cameras, Interview Room Cameras and Evidence.com Subscriptions

DEPARTMENT: Police

STAFF CONTACT: James Gresham

RECOMMENDATION:

Approve the contract rewrite with Axon for camera services and storage.

BACKGROUND:

Since 2013 the Police department has used body cameras provided by Axon Enterprises (formerly known as Taser International). In May of 2020 we entered into a five-year contract with Taser to provide both body-worn cameras (bwc) and vehicle mounted cameras. Both the body-camera and fleet systems use evidence.com to manage and store the videos, perform video redaction and digital evidence management and sharing. The original contract provided a set amount of storage (9 TB), user accounts (12 pro, 30 basic) and enough body cameras for all patrol officers and animal services officers (26). In 2021 we entered into a contract with Axon to provide Interview room cameras that also use the evidence.com system for storage. All three of these systems integrate together using evidence.com for complete video evidence management but are on separate contracts.

In the last two years we have begun to greatly exceed the amount of storage used (currently 19 TB) as well as having insufficient number of user licenses to evidence.com for all employees who need access. We have also added one additional fleet camera to the system. Axon has offered to re-write the contract to provide unlimited storage for video, body worn and interview room camera systems, refresh all current body worn cameras and docks with brand new equipment, increase the number of body worn cameras and docks to include all sworn and field personal (46) and provide additional licenses for evidence.com users. (14 pro, 34 basic.) They will also install new fleet cameras in FY 23 at no charge when the new model comes out. The new contract will continue to provide complete warranty and maintenance for all hardware as well as refresh hardware at the 2.5 and 5 year marks.

The contract re-write will also place all three current contracts into a single contract all on the same upgrade and refresh cycles with a single yearly payment. This will simplify contract administration and reduce administrative costs associated with approving and paying each contract each year.

FISCAL IMPACT SUMMARY:

No impact to the FY 21/22 budget as the Year 1 costs for all contracts in the amount of \$58,755.45 is already budgeted. For years 2 to 5 the yearly cost will increase to \$76,258.58.

ALTERNATIVES

- Continue with current contracts, pay additional storage costs
- Create separate contract for additional equipment/storage



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 VAT: 86-0741227
 Domestic: (800) 978-2737
 International: +1.800.978.2737

Q-390730-44700. Item 3.

Issued: 05/19/2022

➔ Quote Expiration: 05/31/2022

EST Contract Start Date: 06/01/2022

Account Number: 141848

Payment Terms: N30
 Delivery Method: Fedex - Ground

| SHIP TO | BILL TO |
|--|---|
| Business;Delivery;Invoice-356 N Belknap St 356 N Belknap St Stephenville, TX 76401-3414 USA | Stephenville Police Dept.- TX 356 N Belknap St Stephenville, TX 76401-3414 USA Email: |

| SALES REPRESENTATIVE | PRIMARY CONTACT |
|---|--|
| Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201 | Phone: (254) 918-1234 Email: jgresham@stephenvilletx.gov Fax: 254-918-1290 |

| | |
|-------------------------------|---------------------|
| Program Length | 60 Months |
| TOTAL COST | \$326,895.00 |
| ESTIMATED TOTAL W/ TAX | \$326,895.00 |

| | |
|----------------------|---------------------|
| Bundle Savings | \$63,120.17 |
| Additional Savings | \$62,044.59 |
| TOTAL SAVINGS | \$125,164.76 |

| PAYMENT PLAN: AB3 | | |
|-------------------|--------------|-------------|
| PLAN NAME | INVOICE DATE | AMOUNT DUE |
| Year 1 | May, 2022 | \$45,043.97 |
| Year 2 | May, 2023 | \$45,044.00 |
| Year 3 | May, 2024 | \$45,044.00 |
| Year 4 | May, 2025 | \$45,044.00 |
| Year 5 | May, 2026 | \$45,044.01 |

PAYMENT PLAN: Placeholder Plan 3

| PLAN NAME | INVOICE DATE | AMOUNT DUE |
|-----------|--------------|------------|
| Year 1 IR | May, 2022 | \$4,362.00 |
| Year 2 IR | May, 2023 | \$4,362.05 |
| Year 3 IR | May, 2024 | \$4,362.05 |
| Year 4 IR | May, 2025 | \$4,362.05 |
| Year 5 IR | May, 2026 | \$4,362.05 |

PAYMENT PLAN: Fleet 3

| PLAN NAME | INVOICE DATE | AMOUNT DUE |
|-----------|--------------|-------------|
| Year 1 | May, 2022 | \$9,349.42 |
| Year 2 | May, 2023 | \$17,628.85 |
| Year 3 | May, 2024 | \$17,628.85 |
| Year 4 | May, 2025 | \$17,628.85 |
| Year 5 | May, 2026 | \$17,628.85 |

BILLED ON FULFILLMENT

| PLAN NAME | INVOICE DATE | AMOUNT DUE |
|-----------|--------------|------------|
| None | As Fulfilled | \$0.00 |

Quote Details

Bundle Summary

| Item | Description | QTY |
|---------------|---|-----|
| AB3C | AB3 Camera Bundle | 45 |
| BasicLicense | Basic License Bundle | 34 |
| ProLicense | Pro License Bundle | 14 |
| BWCamTAP | Body Worn Camera TAP Bundle | 45 |
| DynamicBundle | Dynamic Bundle | 45 |
| AB31BD | AB3 1-Bay Dock Bundle | 5 |
| AB3MBD | AB3 Multi Bay Dock Bundle | 6 |
| BWCamMBDTAP | Body Worn Camera Multi-Bay Dock TAP Bundle | 6 |
| BWCamSBDTAP | Body Worn Camera Single-Bay Dock TAP Bundle | 5 |

| | | | |
|---------------|----------------|----|---------|
| Fleet3B | Fleet 3 Basic | 14 | Item 3. |
| DynamicBundle | Dynamic Bundle | 1 | |
| DynamicBundle | Dynamic Bundle | 1 | |

| Bundle: AB3 Camera Bundle Quantity: 45 Start: 6/1/2022 End: 5/31/2027 Total: 8778.15 USD | | | |
|---|-------|---|-----|
| Category | Item | Description | QTY |
| Camera | 73202 | AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK | 45 |
| Spare Camera | 73202 | AXON BODY 3 - NA10 - US - BLK - RAPIDLOCK | 1 |
| Camera Mount | 74020 | MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK | 50 |
| USB | 11534 | USB-C to USB-A CABLE FOR AB3 OR FLEX 2 | 50 |

| Bundle: Basic License Bundle Quantity: 34 Start: 6/1/2022 End: 5/31/2027 Total: 30600 USD | | | |
|--|-------|---------------------------------------|-----|
| Category | Item | Description | QTY |
| E.com License | 73840 | EVIDENCE.COM BASIC LICENSE | 34 |
| A La Carte Storage | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE- | 34 |

| Bundle: Pro License Bundle Quantity: 14 Start: 6/1/2022 End: 5/31/2027 Total: 32760 USD | | | |
|--|-------|---------------------------------------|-----|
| Category | Item | Description | QTY |
| E.com License | 73746 | PROFESSIONAL EVIDENCE.COM LICENSE | 14 |
| A La Carte Storage | 73683 | 10 GB EVIDENCE.COM A-LA-CART STORAGE- | 42 |

| Bundle: Body Worn Camera TAP Bundle Quantity: 45 Start: 6/1/2022 End: 5/31/2027 Total: 75600.08 USD | | | |
|--|--------|----------------------------|-----|
| Category | Item | Description | QTY |
| Camera Warranty | 80464 | EXT WARRANTY, CAMERA (TAP) | 45 |
| Camera Refresh 1 with Spares | 73309 | AXON CAMERA REFRESH ONE | 46 |
| Camera Refresh 2 with Spares | 73310 | AXON CAMERA REFRESH TWO | 46 |
| Spare Camera Warranty | 80464 | EXT WARRANTY, CAMERA (TAP) | 1 |
| Bundle Scaler | 999999 | BUNDLE SCALER | 1 |

| Bundle: Dynamic Bundle Quantity: 45 Start: 6/1/2022 End: 5/31/2027 Total: 64800 USD | | | |
|--|-------|---------------------------------|-----|
| Category | Item | Description | QTY |
| Other | 73686 | UNLIMITED BWC + CAPTURE STORAGE | 45 |

| Bundle: AB3 1-Bay Dock Bundle Quantity: 5 Start: 6/1/2022 End: 5/31/2027 Total: 0 USD | | | |
|--|--|--|--|
|--|--|--|--|

| Category | Item | Description | QT | Item 3. |
|------------------|-------|--|----|---------|
| 1-Bay Dock | 74211 | AXON BODY 3 - 1 BAY DOCK | 5 | |
| 1-Bay Power Cord | 71104 | NORTH AMER POWER CORD FOR AB3 & T7 1-BAY DOCK/DATAPORT | 5 | |

Bundle: AB3 Multi Bay Dock Bundle Quantity: 6 Start: 6/1/2022 End: 5/31/2027 Total: 263.4 USD

| Category | Item | Description | QTY |
|------------|-------|---|-----|
| Dock | 74210 | AXON BODY 3 - 8 BAY DOCK | 6 |
| Power Cord | 71019 | NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK | 6 |
| Wall Mount | 70033 | WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK | 6 |

Bundle: Body Worn Camera Multi-Bay Dock TAP Bundle Quantity: 6 Start: 6/1/2022 End: 5/31/2027 Total: 10620 USD

| Category | Item | Description | QTY |
|--------------------------|--------|------------------------------------|-----|
| Dock Warranty | 80465 | EXT WARRANTY, MULTI-BAY DOCK (TAP) | 6 |
| Multi-Bay Dock Refresh 1 | 73689 | MULTI-BAY BWC DOCK 1ST REFRESH | 6 |
| Multi-Bay Dock Refresh 2 | 73688 | MULTI-BAY BWC DOCK 2ND REFRESH | 6 |
| Bundle Scaler | 999999 | BUNDLE SCALER | 1 |

Bundle: Body Worn Camera Single-Bay Dock TAP Bundle Quantity: 5 Start: 6/1/2022 End: 5/31/2027 Total: 2700.05 USD

| Category | Item | Description | QTY |
|---------------------------|--------|-------------------------------------|-----|
| Dock Warranty | 80466 | EXT WARRANTY, SINGLE-BAY DOCK (TAP) | 5 |
| Single-bay Dock Refresh 1 | 73313 | 1-BAY DOCK AXON CAMERA REFRESH ONE | 5 |
| Single-bay Dock Refresh 2 | 73314 | 1-BAY DOCK AXON CAMERA REFRESH TWO | 5 |
| Bundle Scaler | 999999 | BUNDLE SCALER | 1 |

Bundle: Fleet 3 Basic Quantity: 14 Start: 6/1/2022 End: 5/31/2027 Total: 79864.82 USD

| Category | Item | Description | QTY |
|-----------------------|-------|--|-----|
| Storage | 80410 | FLEET, UNLIMITED STORAGE, 1 CAMERA | 28 |
| E.com License | 80400 | FLEET, VEHICLE LICENSE | 14 |
| Camera Kit & Warranty | 72036 | FLEET 3 STANDARD 2 CAMERA KIT | 14 |
| SIM | 72048 | FLEET SIM INSERTION, ATT | 14 |
| Router | 11634 | CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD | 14 |
| Router Antenna | 71200 | FLEET ANT, AIRGAIN, 5-IN-1, 2LTE, 2WIFI, 1GNSS, BL | 14 |
| Vehicle Installation | 73391 | FLEET 3 NEW INSTALLATION (PER VEHICLE) | 14 |
| Axon Signal Unit | 70112 | AXON SIGNAL UNIT | 14 |
| Other | 80495 | EXT WARRANTY, FLEET 3, 2 CAMERA KIT | 14 |
| Other | 80379 | EXT WARRANTY, AXON SIGNAL UNIT | 14 |

| | | | | |
|---------------|--------|---------------|---|---------|
| Bundle Scaler | 999999 | BUNDLE SCALER | 1 | Item 3. |
|---------------|--------|---------------|---|---------|

| Bundle: Dynamic Bundle Quantity: 1 Start: 6/1/2022 End: 5/31/2027 Total: 21810.2 USD | | | |
|---|-------------|--|------------|
| Category | Item | Description | QTY |
| Other | 80504 | INTERVIEW ROOM STANDARD EVIDENCE.COM LICENSE | 4 |
| Other | 50041 | INTERVIEW - SOFTWARE - STREAMING SERVER LICENSE (PER SERVER) | 2 |
| Other | 50043 | INTERVIEW - SOFTWARE - STREAMING SERVER MAINTENANCE (PER SER | 1 |

| Bundle: Dynamic Bundle Quantity: 1 Start: 6/1/2022 End: 5/31/2027 Total: -901.7 USD | | | |
|--|-------------|---|------------|
| Category | Item | Description | QTY |
| Other | 100553 | TRANSFER CREDIT - SOFTWARE AND SERVICES | 1 |

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Item 3.

Execution of this quote will terminate contracts associated with Q-247507 (executed contract #27166 & #53724) with Axon and will start a new 60 month contract.

The parties agree that Axon is charging a debit of \$901.70 to capture the remaining value owed from previously deployed Axon hardware. This debit is based on a ship date range of 5/1/2022-5/15/2022, resulting in a 6/1/2022 contract start date. Any change in this ship date and resulting contract start date will result in modification of this debit's value which may result in additional fees due to or from Axon.

Signature

Date Signed

5/19/2022

STAFF REPORT



SUBJECT: 377 Elevated Storage Tank Rehabilitation Project
MEETING: Public Works Committee Meeting – 21 JUN 2022
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 377 Elevated Storage Tank Rehabilitation Project.

BACKGROUND:

In May of 2021, a thorough examination was performed of the interior, exterior, and foundation of the 750,000 Gallon 377 Elevated Storage Tank (EST), originally built in 1985, located at 536 County Road 386. Based upon the inspection report findings, rehabilitation of the tank was recommended, and a design cost was approved in the FY21-22 budget.

PROPOSAL:

A professional services proposal has been received from Provenance Engineering to provide plans, detailed technical specifications, and competent on-site field representation/inspection services for the tank rehabilitation project. The proposal provides a 10-month term to provide the design, bid, and construction phase services.

HOT Inspection Services, Inc., is proposed as a sub-consultant to perform the on-site construction oversight services including welding, blasting, and coating application inspections. Also included with the work is a one-year warranty inspection by the coatings inspector as recommended by the American Water Works Association.

HOT Inspection Services, Inc. performed the inspections for the Garfield Elevated Tower Rehabilitation Project in 2013, the Garfield Ground Storage Tank Rehabilitation Project in 2018, and the 377 Ground Storage Tank Rehabilitation Project in 2020 with success. Additionally, the firm has performed inspections for water tank construction and rehabilitation projects across Texas for over twenty-five years and reference recommendations from reputable engineering firms endorse HOT as an efficient and reliable sub-consultant.

FISCAL IMPACT SUMMARY:

The full agreement provides for the preparation of construction drawings, detailed specifications, notice, pre-bid and bidding assistance, contractor recommendation, and on-site field representation/inspection services for \$98,400.

The basic services for design and management total \$25,000. The bid phase and construction services total \$73,400.

The approved FY21-22 budget allocated \$25,000 for the project design. Staff requests approval of the total \$98,400 contract amount in order to prevent escalation of the design and inspection costs.

Once the design is completed, the bid and construction phase services would only commence with written authorization from the city and only if funds are allocated in the FY22-23 budget.

ALTERNATIVES:

The following alternatives are provided for consideration:

1. Delay the design portion of the tank rehabilitation project.
2. Recommend a different firm or firms.

ADVANTAGES:

Approval of the agreement remains within the approved project budget. The agreement provides for the on-site services under a single contract. Successive phases are only permitted with written approval.

DISADVANTAGES:

There are no known disadvantages to proceeding as described above.

ATTACHMENTS:

[377 EST Rehabilitation Project – Professional Services Agreement](#)



377 Elevated Storage Tank Rehabilitation – Contract Proposal



PROVENANCE
ENGINEERING
Rooted to Be *Uniquely Different*



May 25, 2022

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

Subject: 377 Elevated Storage Tank Rehabilitation – Contract Proposal

Dear Mr. Williams:

I am pleased to present our proposal for the 377 Elevated Storage Tank Rehabilitation. 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 – 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



THIS IS AN AGREEMENT effective as of June 7, 2022 (“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: 377 Elevated Storage Tank Rehabilitation (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Design, Bid and Construction Phase Services for the 377 elevated storage tank rehabilitation (“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: 10 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 \$98,400.00 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.

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 \$40,000 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”, Opinion of 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.
401 Russell Lane
Weatherford, Texas 76087
817.775.7172

IN DUPLICATE



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 377 Elevated Storage Tank Rehabilitation Project. The OWNER desires the comprehensive rehabilitation of the interior and exterior of the 377 0.75MG Elevated Storage Tank (EST). A comprehensive assessment report of the condition of the tank, including tank rehabilitation recommendations and budget cost has been provided by ENGINEER. The services necessary to rehabilitate the tank structure and coating system are listed herewith in. Listed below is a specific description of tasks to be performed as part of each of the four tasks of the project

Basic Services:

TASK 1.0 Project Management \$5,200.00

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. The following are the subtask.

- Deliverables: Project Status Reports
- 1.1 **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. ENGINEER will provide a project status report to the OWNER with the monthly invoice.
 - 1.2 **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 to an ENGINEER's QAQC Review by a senior level engineer.
 - 1.3 **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.

TASK 2.0 Detailed Design \$19,800.00

This phase will encompass the design and preparation of the detailed plans and specifications based on the work authorized by the OWNER. ENGINEER will prioritize the necessity for different repair options and compare the anticipated life for alternative coatings options. ENGINEER will also provide budget estimates for construction, so the final bidding documents meets the maintenance and financial goals of the OWNER. Key aspects of Task 2.0 are listed below.

- Deliverables: 100% Submittal
 - Meetings: Kick-off meeting and site tour
100% Review meeting
- 2.1 **Data Collection and Site Visits** – This task includes collecting and review data from the OWNER required for the analysis, which will include, at a minimum, existing equipment information. The ENGINEER will review historic drawings of existing tank provided by the OWNER.



- 2.2 Specifications** – The ENGINEER will deliver an electronic specification set for the project, completed to a 90% level, to the OWNER for review and comment. The ENGINEER will include OWNER's standard General Conditions specification sections and modify Supplementary Conditions as necessary to fit this project. Documents include General and Special Conditions, Bid Proposal Forms, Instructions to Bidders, and all other sections generally considered to be necessary for solicitation of bids. The specifications will be prepared in accordance with local, state, and federal laws, and all specific requirements of the OWNER.

TASK 3.0 Bid Phase Services **\$13,600.00**

*Phase 3 will commence only upon written authorization from the Owner. Phase 3 services are estimated at \$13,600 in June 2022 dollars and are acceptable at least until December of 2022. ENGINEER will assist the OWNER in obtaining competitive and qualified bids. ENGINEER will recommend a number of qualified bidders to whom the Notice to Bidders should be sent. The OWNER will be responsible for fulfilling all legal advertising requirements. Key aspects of Task 3.0 are listed below.

- Deliverables: Bidding Documents
 Bid Form

- 3.1 Contract Documents Bid Set** – The ENGINEER will seal and sign the completed documents. The ENGINEER will reproduce and deliver to the OWNER to distribute contract documents to prospective bidders and vendors and maintain a log of distribution. The ENGINEER will provide five (5) sets of half-size drawings and specifications for OWNER’s use. The ENGINEER will produce advertisement and deliver to the OWNER for advertisement.
- 3.2 Clarifications to Prospective Bidders** – The ENGINEER will provide clarifications and answer questions from prospective bidders directly or made through the OWNER during the bidding tasks. Clarification(s), if necessary, will be distributed to perspective bidders via addenda. Clarifications and answers to questions will be published by the OWNER.
- 3.3 Bid Recommendation** – The ENGINEER will attend bid opening, review bids and assist with recommendations for contract awards.
- 3.4 Conform to Bid** – The ENGINEER will compile the Conform to Bid documents and provide five (5) sets of full-size drawings and specifications to both the OWNER and Contractor.

TASK 4.0 Construction Phase Services **\$59,800.00**

*Phase 4 will commence only upon written authorization from the Owner. Phase 4 services are estimated at \$59,800 in June 2022 dollars and are acceptable at least until December of 2022. The Construction services will include those tasks necessary to represent the OWNER during the project construction. Key aspects of Task 4.0 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
 As-Built Drawings
 Daily Field Reports
 Progress & QA/QC Photos



- Meetings: Construction Kickoff Meeting
Monthly construction progress meetings
Substantial completion inspection

4.1 Construction Meetings – 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, provide four (4) Conform to Bid Documents to Contractor, and issuing Notice to Proceed with executed Contracts to Contractor.

Construction Meetings – The ENGINEER will attend monthly construction progress meeting with OWNER and Contractor. An estimate of three (3) construction meetings are included, with one person from the ENGINEER’s project team attending.

Site Visits – The ENGINEER will make periodic visits, estimate of three (3), to the project site to observe the progress and quality of the various aspects of the Contractor’s work.

Substantial Completion Inspection – The ENGINEER will participate in substantial completion inspection and provided list of noted items not in compliance with Construction Documents.

4.2 Submittals

Submittal Management –The ENGINEER will log-in, track, and distribute submittals internally and provide review comments to Contractor and OWNER.

Construction Execution Plan – The ENGINEER will review the Contractor’s execution plan and provide comments. The plan will be measured against the Contractors actual progress results.

Shop Drawing – The ENGINEER will perform technical and functional review of all shop drawings and other submittals and provide responses.

Field Testing Reports – The ENGINEER will review Field Test reports and flag any potential tests that do not conform to the Contract Document requirements.

Contractor Payment Requests – The ENGINEER will review of all Contractor Payment Request for accuracy and provide recommendations.

4.3 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.

4.4 Contract Modifications Requests

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.

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.

4.5 As-Built Documentation – ENGINEER will develop As-built 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.

4.6 Resident Project Representation (Proposed HOT Inspection Services) – The ENGINEER’s Representatives are experienced in tank repair, painting, and erection. They are not only



familiar with proper coating application techniques, but also with the underlying reasons for tank painting standards. In addition, our staff of ENGINEERs and support personnel are available for supplemental technical support for any special problems that might occur.

Daily Progress Reports: ENGINEER's Representative technician will furnish OWNER and the contractor a written report for each day's observations. The reports will address, at a minimum, the following items:

- Weather Conditions (Temp, Wind, Humidity, Dew Point)
- Description of work performed
- QA/QC Compliance Issues
- Test Results
- Number of workers and equipment on the job each day
- Notation of any anticipated schedule changes
- Progress and QA/QC Photos
- Other information as requested by the OWNER

NACE Level 3 Certification: ENGINEER's Inspection Consultant has a NACE Level 3 Certification. NACE Level 3 certification offers OWNERs the added assurance that the proper procedures are in place to perform inspection services with a high degree of quality.

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.

Services Not Included

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

- No environmental test 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 tank sites 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:

10 months – TASK 1.0
2 months – TASK 2.0
2 months – TASK 3.0
6 months – TASK 4.0
TOTAL 10 months

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
CITY OF STEPHENVILLE
377 Elevated Storage Tank Rehabilitation
Opinion Of Probable Construction Cost



| ITEM | DESCRIPTION | UNIT | UNIT COST | QUANTITY | ITEM COST |
|------|--------------------------------------|------|-----------|--------------------|------------------|
| 1 | Exterior | LS | \$135,000 | 1 | \$135,000 |
| 2 | Interior | LS | \$190,000 | 1 | \$190,000 |
| 3 | Containment and Protection | LS | \$5,000 | 1 | \$5,000 |
| 4 | Dehumidification and dust collection | LS | \$30,000 | 1 | \$30,000 |
| 5 | Misc. repairs | LS | \$25,000 | 1 | \$25,000 |
| 6 | Logo Allowance | LS | \$15,000 | 1 | \$15,000 |
| 7 | Electrical I&C | LS | \$16,000 | 1 | \$16,000 |
| | | | | SUB TOTAL | \$416,000 |
| | | | | CONTINGENCY | 20% \$84,000 |
| | | | | TOTAL | \$500,000 |

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.