



**SEAGOVILLE, TEXAS  
CITY COUNCIL MEETING AGENDA  
MONDAY, OCTOBER 19, 2020**

**City Council Chambers, City Hall  
702 N. Hwy 175  
Seagoville, Texas 75159**

**WORK SESSION – 6:30 P.M.**

**Call to Order**

- A. Update on CoVID-19 grants**
- B. Discuss regular session agenda items**

**Adjourn**

**REGULAR SESSION - 7:00 P.M.**

**ROUTINE ANNOUNCEMENTS, RECOGNITIONS, and PROCLAMATIONS**

**Call to Order**

**Invocation**

**Pledge of Allegiance**

**Mayor's Report**

**Citizens Public Comment Period-** *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

**CONSENT AGENDA-** The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Meeting minutes for October 5, 2020 (City Secretary)**

**REGULAR AGENDA-**

- 2. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an agreement for Professional Engineering Services on a Task Order Basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Fifty-Five Thousand Dollars (\$55,000); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Water Utilities Director)**
- 3. Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis for assistance with the City's Storm Water Management Plan as set forth in Exhibit "1" and Task Order Authorization No. 1, which is attached thereto as Exhibit 'A', in an amount not to exceed Thirty Six Thousand Three Hundred Fifty Dollars and Zero Cents (\$36,350.00); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date (Water Utilities Director)**
- 4. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement for Professional Engineering Services on a Defined Scope of Services Basis ("agreement") with Halff Associates, Inc. for the purpose of providing Professional Engineering Services for the Northern Basin Interceptor Phase 1 in an amount not to exceed Eight Hundred Twenty-Six Thousand Eight Hundred Dollars and Zero Cents (\$826,800.00); authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date (Water Utilities Director)**
- 5. Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the purchase of One Kubota Skid-Steer at a total cost of \$70,724.40 from Deen Implement Co. through the Buy Board Cooperative Purchasing Program; and providing an effective date (Water Utilities Director)**
- 6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the purchase of an Advanced EnviroSight Camera System, including equipment and provision of related technical support for the system, from Green Equipment Company in an amount not to exceed One Hundred Seventy Four Thousand, Two Hundred Ninety One Dollars and Eighty Five Cents (\$174,291.85); authorizing the City Manager to execute an Agreement and any documents necessary; providing a severability clause; providing a repealing clause; and providing an effective date (Water Utilities Director)**
- 7. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**

- 8. **Future Agenda Items** – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

**Adjourn**

Posted Friday, October 16, 2020 by 5:00 P.M.

  
Kandi Jackson, City Secretary



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As authorized by Section 551.071(2) of the Texas Government Code, this meeting may be convened into closed executive session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item listed herein.

The City of Seagoville does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities. If you have a request for services that will make this program accessible to you, please contact the City of Seagoville at least 72 hours in advance at (972) 287-6819. (TDD access 1-800-RELAY-TX)

**DATES TO REMEMBER**

- **Monday, November 2, 2020 Regular City Council Meeting**
- **Monday, November 16, 2020 Regular City Council Meeting**
- **Monday, December 7, 2020 Regular City Council Meeting**
- **Monday, December 21, 2020 Regular City Council Meeting**

## *Consent Session Agenda Item: 1*

**Meeting Date:    October 19, 2020**

**ITEM DESCRIPTION:**

Consider approving City Council Meeting minutes for October 5, 2020.

**BACKGROUND OF ISSUE:**

Approve City Council Meeting minutes for October 5, 2020.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

October 5, 2020 Work Session Meeting Minutes  
October 5, 2020 Regular Meeting Minutes



**MINUTES OF CITY COUNCIL  
WORK SESSION  
OCTOBER 5, 2020**

**The Work Session of the City Council of the City of Seagoville, Texas was called to order at 6:30 p.m. on Monday, October 5, 2020, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember Arrived at 6:31 p.m.
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Interim Finance Director Gail French, Director of Health & Code Jimmy Stephens, Fire Chief Todd Gilcrease, Director of Administrative Services Cindy Brown, and City Secretary Kandi Jackson.

**B. Receive an update concerning CoVID Business Grant Update**

*Director of Health & Code Stephens updated Council concerning the status of CoVID Business Grant. He stated the deadline for application was extended two to allow for as much participation as possible. He also stated Staff hand delivered 200 flyer to businesses in the City of Seagoville to make them aware of the CoVID Business Grant.*

**A. Discuss regular session agenda items**

**1. Consider approving City Council Meeting minutes for September 14, 2020 and September 21, 2020 (City Secretary)**

*No questions.*

**2. Consider approving a Resolution of the City of Seagoville, Texas designating the Daily Commercial Record as the official newspaper for the City of Seagoville, Texas; providing for repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (City Secretary)**

*City Secretary Jackson stated this Resolution designates the Daily Commercial Record as the official newspaper for the City of Seagoville. She also stated the Daily Commercial Record Newspaper satisfies state requirements for the official newspaper.*

*No questions.*

**REGULAR AGENDA-**

**3. First Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the expenditure by the Seagoville Economic Development Corporation of an amount not to exceed \$600,000.00 plus standard closing costs for the purchase of approximately 0.9853 acres of real property located at 1880 N. Highway 175 Seagoville, Texas and being more particularly described as Lot 3, Block A, Best Western/Seagoville Addition, an Addition to the City of Seagoville, Dallas County, Texas according to the map thereof recorded in volume 99125, page 40, of the map records of Dallas County, Texas as shown on the survey attached hereto and incorporated herein by reference as Exhibit "A" and all improvements located thereon from sellers KH, LLC d/b/a Kelly Harris Company and Allen National Investments, LLC and providing an effective date (City Manager)**

*City Manager Stallings stated this Resolution approves and ratifies the expenditure by the Seagoville Economic Development Corporation of an amount not to exceed \$600,000.00 plus standard closing costs for the purchase of approximately 0.9853 acres of real property located at 1880 N. Highway 175 Seagoville, Texas.*

**4. Discuss and consider the appeal of a decision by the Fire Marshal concerning a permit issued at 2737 North U.S. Highway 175 concerning a fire access road**

*City Manager Stallings stated this item will be heard during Regular Session.*

**5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, TX revising the signatory authority of American National Bank (Finance Director)**

*Interim Finance Director French stated this Resolution revises the signatory authority of American Nation Bank accounts.*

*No questions.*

**6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas ratifying and authorizing an extension of the City's contract for banking services with American National Bank through November 30, 2020; providing for severability clause; and providing an effective date (Finance Director)**

*Interim Finance Director French stated the contract for banking services with American Nation Bank expired in July. She stated this Resolution will extend the contract until November 30, 2020. She also stated the Staff is going out for Request for Proposals (RFP) for bank services.*

*No questions.*

**7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas adopting the ES&S Election Systems and Software for use in all early voting and regular voting on Election Day, November 3, 2020 General and Joint Election and in all future City of Seagoville General and Special Elections; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (City Secretary)**

*City Secretary Jackson stated Dallas County purchased new voting equipment and each city that contracts with Dallas County for voting is required to adopt the equipment. She stated the City of Seagoville does contract with the County of Dallas for voting each year and this Resolution will adopt the new equipment.*

*No questions.*

**8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute Amendment No. 3 to the Household Hazardous Waste Interlocal Agreement Amendment between the City of Seagoville and Dallas County, said Amendment to be effective from October 1, 2020 until September 30, 2021; and providing an effective date (Director of Health & Code)**

*Director of Health & Code Stephens stated this Resolution authorizes and executes Amendment No. 3 to the Hazardous Waste Interlocal Agreement Amendment between the City of Seagoville and Dallas County.*

*No questions.*

**9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to perform repair work on Ferrell Road, in its entirety, for compensation in an amount not to exceed Ninety One Thousand Four Hundred Ninety Dollars and No Cents (\$91,490.00) as set forth in Exhibit A, attached hereto and incorporated herein: authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Community Development Director)**

*Community Development Director Barr stated this Resolution authorizes Anderson Asphalt & Concrete Paving to perform repair work on Ferrell Road, in its entirety. He also stated this road deteriorated and needs repair.*

*No questions*

**10. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to perform repair work on Potter Road, in its entirety, for compensation in an amount not to exceed Seventy Thousand Two Hundred Seventy Three Dollars and No Cents (\$70,273.00) as set forth in Exhibit A, attached hereto and incorporated herein: authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Community Development Director)**

*Community Development Director Barr stated this Resolution authorized Anderson Asphalt & Concrete Paving to perform repair work on Potter Road, in its entirety. He also stated this road has deteriorated and needs repair just as the previous Agenda Item.*

*In response to a question by Councilmember Magill, Community Development Director Barr stated this road is one thousand two hundred eighty (1280) linear feet. He also stated Ferrell Road is one thousand six hundred eighty (1680) linear feet.*

**11. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving C&M Concrete to perform concrete work at Fire Station #2 for compensation in an amount not to exceed One Hundred Five Thousand Seven Hundred Seventy Four Dollars and Seventy Five Cents (\$105,774.75) as set forth in Exhibit "A"; authorizing the City Manager to execute any documents necessary; providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development Director)**

*Community Development Director Barr stated this Resolution approves C&M Concrete to perform concrete work at Fire Station #2 for compensation in an amount not to exceed One Hundred Five Thousand Seven Hundred Four Dollars and Seventy*

*Five Cents. He also stated this will be a cost savings to the City of Seagoville of about One Hundred Forty Two Thousand Dollars (\$142,000.00).*

**12. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of two 2020/2021 Chevrolet Tahoe Police vehicles at a total cost of \$141, 982.00 from Holiday Chevrolet; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (Police Chief)**

*Police Chief Calverley stated this Resolution authorizes the purchase of two 2020-2021 Chevrolet Tahoe Police vehicles at a total cost of \$141,982.00. He also stated this was included in the budget.*

*No questions.*

**Adjourned at 6:46 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary



**MINUTES OF CITY COUNCIL  
REGULAR SESSION  
OCTOBER 5, 2020**

**The Regular Session of the City Council of the City of Seagoville, Texas was called to order at 7:00 p.m. on Monday, October 5, 2020, at City Hall, 702 N. Hwy 175, Seagoville, Texas with a quorum present, to wit:**

Dennis Childress	Mayor
Jon Epps	Mayor Pro Tem
Jose Hernandez	Councilmember
Rick Howard	Councilmember
Harold Magill	Councilmember
Mike Fruin	Councilmember

The following staff members were also present: City Manager Patrick Stallings, Police Chief Ray Calverley, Community Development Director Ladis Barr, City Attorney Victoria Thomas, Health & Code Director Jimmy Stephens, Fire Chief Todd Gilcrease, Interim Finance Director Gail French, and City Secretary Kandi Jackson.

**Invocation** – *Invocation was led by Mayor Childress.*

**Pledge of Allegiance** – *Pledge of Allegiance was led by Mayor Childress.*

**Mayor's Report** – *None.*

**Citizens Public Comment Period-** *This portion of the meeting is to allow each speaker up to six (6) minutes to address the council on items not posted on the current agenda. Council may not discuss these items but may respond with factual data or policy information, or place the item on a future agenda. Citizens wishing to speak on posted agenda items will be called upon at that time. Anyone wishing to speak shall submit a Speaker Request Form to the City Secretary.*

*Donna Hudson at 201 South Kaufman expressed her concerns of profanity on political advertisements around the City of Seagoville.*

*Maria Hernandez at 2902 Wanda Way stated her concerns about the permit and building departments. She also stated she would like to see better use of tax dollars.*

*Terri Martines at 411 Hitt Street stated she was concerned about the water department and issues she has with drainage and sewer.*

**CONSENT AGENDA-** The Consent Agenda contains items which are routine in nature and will be acted upon in one motion.

- 1. Consider approving City Council Meeting minutes for September 14, 2020 and September 21, 2020 (City Secretary)**
- 2. Consider approving a Resolution of the City of Seagoville, Texas designating the Daily Commercial Record as the official newspaper for the City of Seagoville, Texas; providing for repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (City Secretary)**

*Motion to approve Consent Agenda as read – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

**REGULAR AGENDA-**

- 3. First Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the expenditure by the Seagoville Economic Development Corporation of an amount not to exceed \$600,000.00 plus standard closing costs for the purchase of approximately 0.9853 acres of real property located at 1880 N. Highway 175 Seagoville, Texas and being more particularly described as Lot 3, Block A, Best Western/Seagoville Addition, an Addition to the City of Seagoville, Dallas County, Texas according to the map thereof recorded in volume 99125, page 40, of the map records of Dallas County, Texas as shown on the survey attached hereto and incorporated herein by reference as Exhibit “A” and all improvements located thereon from sellers KH, LLC d/b/a Kelly Harris Company and Allen National Investments, LLC and providing an effective date (City Manager)**

*No questions.*

- 4. Discuss and consider the appeal of a decision by the Fire Marshal concerning a permit issued at 2737 North U.S. Highway 175 concerning a fire access road**

*Vince Huebinger with Vincent Gerard & Associates, Inc. presented his appeal of the Fire Marshal’s decision on the permit issued at 2737 North U.S. Highway 175 concerning the fire access road.*

*Ladis Barr presented his decision of the permit issued at 2737 North U.S. Highway 175 concerning the fire access road.*

*Motion to uphold the decision of the Fire Marshal on the permit issued at 2737 North U.S. Highway 175 concerning a fire access road – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

**5. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, TX revising the signatory authority of American National Bank (Finance Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, TX revising the signatory authority of American National Bank – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**6. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas ratifying and authorizing an extension of the City’s contract for banking services with American National Bank through November 30, 2020; providing for severability clause; and providing an effective date (Finance Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas ratifying and authorizing an extension of the City’s contract for banking services with American National Bank through November 30, 2020; providing for severability clause; and providing an effective date – Howard, seconded by Hernandez; motion passed with all ayes. 5/0*

**7. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas adopting the ES&S Election Systems and Software for use in all early voting and regular voting on Election Day, November 3, 2020 General and Joint Election and in all future City of Seagoville General and Special Elections; authorizing the City Manager to execute any and all necessary documents; and providing an effective date (City Secretary)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas adopting the ES&S Election Systems and Software for use in all early voting and regular voting on Election Day, November 3, 2020 General and Joint Election and in all future City of Seagoville General and Special Elections; authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**8. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute Amendment No. 3 to the Household Hazardous Waste Interlocal Agreement Amendment between the City of Seagoville and Dallas County, said Amendment to be effective from October 1, 2020 until September 30, 2021; and providing an effective date (Director of Health & Code)**

*Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the Mayor to execute Amendment No. 3 to the Household Hazardous Waste Interlocal Agreement Amendment between the City of Seagoville and Dallas County, said Amendment to be effective from October 1, 2020 until September 30, 2021; and providing an effective date – Hernandez, seconded by Howard; motion passed with all ayes. 5/0*

**9. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to perform repair work on Ferrell Road, in its entirety, for compensation in an amount not to exceed Ninety One Thousand Four Hundred Ninety Dollars and No Cents (\$91,490.00) as set forth in Exhibit A, attached hereto and incorporated herein: authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Community Development Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to perform repair work on Ferrell Road, in its entirety, for compensation in an amount not to exceed Ninety One Thousand Four Hundred Ninety Dollars and No Cents (\$91,490.00) as set forth in Exhibit A, attached hereto and incorporated herein: authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Magill, seconded by Hernandez; motion passed with all ayes. 5/0*

**10. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to perform repair work on Potter Road, in its entirety, for compensation in an amount not to exceed Seventy Thousand Two Hundred Seventy Three Dollars and No Cents (\$70,273.00) as set forth in Exhibit A, attached hereto and incorporated herein: authorizing the City Manager to execute any and all necessary documents; and providing an effective date (Community Development Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas authorizing Anderson Asphalt & Concrete Paving to perform repair work on Potter Road, in its entirety, for compensation in an amount not to exceed Seventy Thousand Two Hundred Seventy Three Dollars and No Cents (\$70,273.00) as set forth in Exhibit A, attached hereto and incorporated herein: authorizing the City Manager to execute any and all necessary documents; and providing an effective date – Hernandez, seconded by Magill; motion passed with all ayes. 5/0*

**11. Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving C&M Concrete to perform concrete work at Fire Station #2 for compensation in an amount not to exceed One Hundred Five Thousand Seven Hundred Seventy Four Dollars and Seventy Five Cents (\$105,774.75) as set forth in Exhibit “A”; authorizing the City Manager to execute any documents necessary; providing for a repealing clause; providing for a severability clause; and providing an effective date (Community Development Director)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas approving C&M Concrete to perform concrete work at Fire Station #2 for compensation in an amount not to exceed One Hundred Five Thousand Seven Hundred Seventy Four Dollars and Seventy Five Cents (\$105,774.75) as set forth in Exhibit “A”; authorizing the City Manager to execute any documents necessary; providing for a repealing clause; providing for a severability clause; and providing an effective date – Magill, seconded by Howard; motion passed with all ayes. 5/0*

**12. Discuss and consider approving a Resolution of the City of Seagoville, Texas, authorizing the purchase of two 2020/2021 Chevrolet Tahoe Police vehicles at a total cost of \$141, 982.00 from Holiday Chevrolet; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date (Police Chief)**

*Motion to approve a Resolution of the City of Seagoville, Texas, authorizing the purchase of two 2020/2021 Chevrolet Tahoe Police vehicles at a total cost of \$141, 982.00 from Holiday Chevrolet; providing for the repeal of any and all Resolutions in conflict; providing for severability clause; and providing an effective date – Fruin, seconded by Howard; motion passed with all ayes. 5/0*

**13. Second Reading - Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving the expenditure by the Seagoville Economic Development Corporation of an amount not to exceed \$600,000.00 plus standard closing costs for the purchase of approximately 0.9853 acres of real property located at 1880 N. Highway 175 Seagoville, Texas and being more particularly described as Lot 3, Block A, Best Western/Seagoville Addition, an Addition to the City of Seagoville, Dallas County, Texas according to the map thereof recorded in volume 99125, page 40, of the map records of Dallas County, Texas as shown on the survey attached hereto and incorporated herein by reference as Exhibit “A” and all improvements located thereon from sellers KH, LLC d/b/a Kelly Harris Company and Allen National Investments, LLC and providing an effective date (City Manager)**

*Motion to approve a Resolution of the City Council of the City of Seagoville, Texas, approving the expenditure by the Seagoville Economic Development Corporation of an amount not to exceed \$600,000.00 plus standard closing costs for the purchase of approximately 0.9853 acres of real property located at 1880 N. Highway 175 Seagoville, Texas and being more particularly described as Lot 3, Block A, Best Western/Seagoville Addition, an Addition to the City of Seagoville, Dallas County, Texas according to the map thereof recorded in volume 99125, page 40, of the map records of Dallas County, Texas as shown on the survey attached hereto and incorporated herein by reference as Exhibit “A” and all improvements located thereon from sellers KH, LLC d/b/a Kelly Harris Company and Allen National Investments, LLC and providing an effective date – Hernandez, seconded by Epps; motion passed with all ayes. 5/0*

**14. Receive Councilmember Reports/Items of Community Interest - as authorized by Section 551.0415 of the Texas Government Code.**

*Councilmember Fruin thanked Staff and the Chamber of Commerce for a successful Seagofest.*

**15. Future Agenda Items** – Council to provide direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

*Councilmember Magill stated he would like to see a study concerning the necessity of a sidewalk on Crestview Lane.*

*He requested a moratorium of any permits issued to LGI or any sublevel developer in the City of Seagoville.*

*He also requested a moratorium of the use of Planned Developments (PD) concerning housing developments that violate the established zoning that controls the growth of the City of Seagoville and the graduated tax base level that improves Seagoville and maintains the quality of life in the City of Seagoville.*

**16. Recess Into Executive Session at 7:38 p.m.**

**Council will recess into Executive Session in compliance with Texas Government Code:**

**A. § 551.071. Consultation with City Attorney: receive legal advice to wit: Planned Development Zoning**

**B. § 551.071. Consultation with City Attorney: receive legal advice regarding Police Department Operations**

**17. Reconvene Into Regular Session at 8:33 p.m.**

**Council will reconvene into open session, and take action, if any, on matters discussed in Executive Session.**

**A. § 551.071. Consultation with City Attorney: receive legal advice to wit: Planned Development Zoning**

**B. § 551.071. Consultation with City Attorney: receive legal advice regarding Police Department Operations**

*No action taken*

**Adjourned at 8:33 p.m.**

**APPROVED:**

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Mayor Dennis K. Childress

**ATTEST:**

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Kandi Jackson, City Secretary

## ***Regular Session Agenda Item: 2***

**Meeting Date:     October 19, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas, approving an agreement for Professional Engineering Services on a Task Order Basis for On-Call Consultation Services related to Water and Wastewater Engineering Services as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Fifty-Five Thousand Dollars (\$55,000); authorizing the City Manager to execute said agreement; providing a repealing clause; providing a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City of Seagoville has contracted with HALFF Associates, Inc., for an on-call consultation services and various other water and wastewater engineering issues. The services of a full-time engineer are not feasible at this point, however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this agenda item will ensure that staff will have the ability to consult with extremely competent engineering professionals in the area of water and wastewater services to ensure that we make the best possible decisions for our residents, businesses and visitors to our community.

### **FINANCIAL IMPACT:**

Approved FY2021 Budget for professional services on a task order basis.

### **EXHIBITS:**

Resolution – Approving an agreement for Professional Services on a Task Order Basis

Agreement for Professional Services on a Task Order Basis Authorization #1

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_\_ - R - 2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS FOR ON-CALL CONSULTATION SERVICES RELATED TO WATER AND WASTEWATER ENGINEERING SERVICES AS SET FORTH IN EXHIBIT "1", AND EXHIBIT "A" ATTACHED THERETO, IN AN AMOUNT NOT TO EXCEED FIFTY-FIVE THOUSAND DOLLARS (\$55,000); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Halff Associates, Inc., (“Engineer”) provides professional engineering services to the City of Seagoville (“City”) on an “as needed” or “task order” basis as determined by the City; and

**WHEREAS**, the City has a need for on-call consultation services relative to water and wastewater engineering services; and

**WHEREAS**, Engineer has agreed to provide said on-call consultation services on an as needed basis; and

**WHEREAS**, the City Council hereby finds that it is in the best interest of the City to approve the agreement for Professional Engineering Services on a Task Order Basis for on-call consultation services relative to water and wastewater engineering services as set forth in Exhibit "1", and Exhibit "A" attached thereto, in an amount not to exceed Fifty-Five Thousand Dollars and no cents (\$55,000), and authorizes the City Manager to execute the same;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS, THAT:**

**SECTION 1.** The City Council approves the agreement with Halff Associates, Inc. for Professional Engineering Services on a Task Order Basis for on-call consultation services relative to water and wastewater engineering services as set forth in Exhibit "1" attached hereto and incorporated herein by reference, including its Exhibit "A", for compensation in an amount not to exceed Fifty-Five Thousand Dollars and no cents (\$55,000), and hereby authorizes the City Manager to execute said Agreement.

**SECTION 2.** That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 3.** That if any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 19<sup>th</sup> day of October, 2020.

APPROVED:

\_\_\_\_\_  
DENNIS K. CHILDRESS, MAYOR

ATTEST:

\_\_\_\_\_  
KANDI JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

\_\_\_\_\_  
VICTORIA THOMAS, CITY ATTORNEY  
(101420vwtTM118577)

**EXHIBIT "A"**  
**[Agreement for Professional Engineering Services]**





**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A  
TASK ORDER BASIS**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Seagoville a Home Rule City of the State of Texas, hereinafter referred to as "Client", duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

**WITNESSETH:**

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

**I. Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

**II. Services to be Performed by Engineer.** Engineer shall provide to the Client basic engineering services on an "as needed" or "task order" basis as determined by the Client which services may include, but will not be limited to, those services normally rendered by an engineer to a similar client. It is anticipated that such services may include, but not be limited to planning, surveying, project design, project development, and consultation regarding general engineering issues, review of documentation, GIS services, database services, and defined construction phase services to assist the Client, as determined by the Client. Engineer, upon specific written request by the Client, will prepare a detailed fee schedule for the Client's review and approval. Should the Client request, Engineer may agree to assist the Client in developing and preparing a scope(s) of services responsive to a particular Task Order. Such task orders shall be bound by and interpreted by the terms of this Agreement. Task Orders shall be numbered sequentially. Task Orders will be individual stand-alone proposals and when executed by both Parties shall incorporate the terms of this Agreement such that this Agreement shall be amended. Engineer shall perform its obligations under this Agreement as an independent contractor and not as an agent or fiduciary of any other party.

**III. Compensation of Engineer.** Client agrees that Engineer shall be paid for any services requested by the Client, at the hourly rates reflected on Exhibit A, attached hereto, plus reasonable and necessary reimbursable expenses (Direct Costs) incurred by Engineer in the performance of the requested services. Direct costs shall include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies and blueprints. See Exhibit B for the current Unit Pricing Schedule for direct costs. Direct Costs shall be billed at 1.1 times actual costs. If additional services, trips or expenses are requested, Engineer will not provide such additional services until authorized by the Client in writing to proceed.

Engineer agrees to submit monthly statements to the Client for basic professional engineering services. These statements will be based upon Engineer's actual services performed and reimbursable expenses incurred, if any, and the Client shall endeavor to make prompt payments. Each monthly invoice submitted by Engineer to the Client shall be reasonably itemized to show the amount of work performed during that month broken down by the identity of the person(s) performing such work, the amount of time expended by such person(s) in performing that work, the billing rate for each such person, and a brief summary of the work performed by each such person. If the Client fails to pay Engineer within thirty (30) calendar days of the receipt of Engineer's invoice, Engineer may, after giving ten (10) days written notice to the Client, suspend professional engineering services until payment is received. Client agrees that Engineer shall be entitled to interest on accounts that are greater than 45 days and such interest shall be reimbursed to Engineer at a rate of one percent (1%) per month. The assessment of interest on accounts receivable shall not preclude Engineer from suspending services as described above.

**IV. Client's Obligations.** The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

**V. Termination of Work.** Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

**VI. Ownership of Documents.** Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

**VII. Notices.** Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

**VIII. Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.

**IX. Insurance.** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing work for the Client.

**X. Prompt Performance by Engineer.** All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

**XI. Client Objection to Personnel.** If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

**XII. Assignment and Delegation.** Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

**XIII. Jurisdiction and Venue.** This Agreement shall be administered under the substantive laws of the State of Texas (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Dallas County, Texas**.

**XIV. Integration, Merger and Severability.** This Agreement and the authorized Task Orders are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XV. Exclusivity of Remedies.** The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

**XVI. Timeliness of Performance.** Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

**XVII. Dispute Resolution.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

**XVIII. Signatories.** The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

**XIX. PROJECT ENHANCEMENT/BETTERMENT.** IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE ENGINEER WILL BE RESPONSIBLE, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (II) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

**XX. AGREED REMEDIES**

**A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.**

**B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.**

**C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.**

**D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.**

**E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.**

**XXI. Waiver** - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do

so.

**IN WITNESS WHEREOF**, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HALFF ASSOCIATES, INC.**

**CLIENT: CITY OF SEAGOVILLE, TEXAS**

By:   
Signature

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

\_\_ Tim Lackey \_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_ Vice President \_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_ September 25, 2020 \_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**City of Seagoville, Texas**  
**Task Order Authorization Agreement**  
**For**  
**Professional Engineering Services with Halff Associates, Inc.**

**Task Order Authorization No. 1**  
**General Engineering Consultation**  
**September 25, 2020**

The City of Seagoville has requested Halff's assistance on needs that may arise throughout the course of the year regarding engineering matters, or other services that Halff can provide. Halff Associates will provide on-call consultation services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis (Agreement)**, dated September 25, 2020, between Halff Associates and the City of Seagoville.

<b>Scope of Work:</b>	Provide general engineering consultation to Seagoville in FY 2021 at City's request. The period covers October 1, 2020 to September 30, 2021.
<b>Items Furnished by Seagoville:</b>	As Requested
<b>Schedule:</b>	As Needed
<b>Fees:</b>	This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows:  Task Order #1 Total: <b>\$ 55,000</b>

Submitted:  
**HALFF ASSOCIATES, INC.**

Approved:  
**CITY OF SEAGOVILLE, TEXAS**

By:   
Signature

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

Tim Lackey, PE  
Printed Name

Patrick Stallings  
Printed Name

Vice President  
Title

City Manager  
Title

September 25, 2020  
Date

\_\_\_\_\_  
Date

**EXHIBIT B**  
**Labor Rate Schedule**

<b>Labor Category</b>	<b>Level</b>	<b>Billing Rate</b>
<b>Architect</b>	I	95.00
	II	109.00
	III	161.00
	IV	222.00
	V	285.00
<b>Engineer</b>	I	110.00
	II	133.00
	III	178.00
	IV	222.00
	V	343.00
<b>Scientist</b>	I	89.00
	II	122.00
	III	162.00
	IV	191.00
	V	311.00
<b>Landscape/ Planner</b>	I	88.00
	II	106.00
	III	143.00
	IV	178.00
	V	292.00
<b>Surveyor</b>	I	91.00
	II	104.00
	III	140.00
	IV	179.00
	V	257.00
<b>Field Tech</b>	I	62.00
	II	79.00
	III	97.00
	IV	129.00
	V	191.00
<b>Office Tech</b>	I	66.00
	II	81.00
	III	104.00
	IV	126.00
	V	180.00
<b>Administrative</b>	I	65.00
	II	80.00
	III	100.00
	IV	133.00
	V	246.00
<b>Specialist</b>	I	87.00
	II	121.00
	III	157.00
	IV	209.00
	V	306.00
<b>Intern</b>		60.00

## ***Regular Session Agenda Item: 3***

**Meeting Date:     October 19, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas, approving an Agreement for Professional Engineering Services on a Task Order Basis for assistance with the City's Storm Water Management Plan as set forth in Exhibit "1" and Task Order Authorization No. 1, which is attached thereto as Exhibit 'A', in an amount not to exceed Thirty Six Thousand Three Hundred Fifty Dollars and Zero Cents (\$36,350.00); authorizing the City Manager to execute said Agreement; providing a repealing clause; providing a severability clause; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The City of Seagoville has contracted with HALFF Associates, Inc., for its Storm Water Maintenance Plan and various other water and wastewater engineering issues. The services of a full-time engineer are not feasible at this point; however, staff finds it necessary many times throughout the year to consult with various professionals to ensure the best possible service for our community is provided. Approval of this Agenda Item, will ensure that staff will have the ability to consult with extremely competent engineering professionals in the area of Storm water to ensure that we make the best possible decisions for our residents, businesses and visitors to our community.

### **FINANCIAL IMPACT:**

Approved FY2021 Budget \$36,360.00 for Storm Water Management.

### **EXHIBITS**

Resolution – Approving agreement for Professional Services on a Task Order Basis for Assistance with the City's Storm Water Management Plan

Agreement for Professional Services on a Task Order Basis for Assistance with the City's Storm Water Management Plan

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_\_ - R - 2020**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A TASK ORDER BASIS FOR ASSISTANCE WITH THE CITY'S STORM WATER MANAGEMENT PLAN AS SET FORTH IN EXHIBIT "1" AND TASK ORDER AUTHORIZATION NO. 1, WHICH IS ATTACHED THERETO AS EXHIBIT "A", IN AN AMOUNT NOT TO EXCEED THIRTY-SIX THOUSAND THREE HUNDRED FIFTY DOLLARS AND ZERO CENTS (\$36,350.00); AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Halff Associates, Inc., ("Engineer") provides professional engineering services to the City of Seagoville ("City") on an "as needed" or "task order" basis as determined by the City; and

**WHEREAS**, City is in need of assistance with various aspects of its Storm Water Management Plan; and

**WHEREAS**, Engineer has provided a proposal for professional engineering services on a task order basis, and has also provided a proposal for Task Order Authorization No. 1, to include services related to the City's Storm Water Management Plan; and

**WHEREAS**, the City Council for the City of Seagoville, Texas finds it to be in the best interest of the City of Seagoville to approve the Professional Services Agreement with Halff Associates, Inc for engineering services on a task order basis, and to approve Task Order Authorization No. 1 in an amount not to exceed Thirty-Six Thousand Three Hundred Fifty Dollars and no cents (\$36,350), and authorizes the City Manager to execute the same;

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

**Section 1.** The City Council hereby approves the agreement for Professional Engineering Services on a Task Order Basis for assistance with the City's Storm Water Management Plan as set forth in Exhibit "1" and Task Order Authorization No. 1, which is attached thereto as Exhibit "A", in an amount not to exceed Thirty-Six Thousand Three Hundred Fifty Dollars and no cents (\$36,350)and hereby authorizes the City Manager to execute said Agreement.

**Section 2.** That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**Section 3.** That if any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such

judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**Section 4.** This resolution shall take effect immediately from and after its passage and it is accordingly so resolved.

**PASSED AND APPROVED** by the City Council of the City of Seagoville, Texas this 19<sup>th</sup> day of October, 2020.

**APPROVED:**

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Dennis K. Childress, Mayor

ATTEST:

---

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

---

Victoria Thomas, City Attorney





**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A  
TASK ORDER BASIS**

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the **City of Seagoville a Home Rule City** of the State of **Texas**, hereinafter referred to as "Client", duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

**WITNESSETH:**

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

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**VI. Ownership of Documents.** Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

**VII. Notices.** Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.

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**IX. Insurance.** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing work for the Client.

**X. Prompt Performance by Engineer.** All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.

**XI. Client Objection to Personnel.** If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.

**XII. Assignment and Delegation.** Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.

**XIII. Jurisdiction and Venue.** This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Dallas County, Texas**.

**XIV. Integration, Merger and Severability.** This Agreement and the authorized Task Orders are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**XV. Exclusivity of Remedies.** The Parties acknowledge and agree that the remedies set forth in this Agreement (Agreed Remedies) are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.

**XVI. Timeliness of Performance.** Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.

**XVII. Dispute Resolution.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to schedule a series of no less than two meetings of senior personnel of Client and Engineer in which the disagreement or conflict will be discussed. The first of such meetings will be scheduled as soon as possible following identification of such disagreement or conflict and the second meeting must occur within thirty (30) days following the initial meeting. Subsequent meetings, if any may be scheduled upon mutual agreement of the parties. The parties agree that these two meetings are conditions precedent to the institution of legal proceedings unless such meetings will adversely affect the rights of one or more of the parties as such rights relate to statutes of limitation or repose.

**XVIII. Signatories.** The Client and Engineer mutually warrant and represent that the representation of each who is executing this Agreement on behalf of the Client or Engineer, respectively, has full authority to execute this Agreement and bind the entity so represented.

**XIX. PROJECT ENHANCEMENT/BETTERMENT.** IF A COMPONENT OF THE CLIENT'S PROJECT IS OMITTED FROM THE ENGINEER'S CONTRACT DOCUMENTS DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT TO THE EXTENT OF ANY BETTERMENT OR ADDED VALUE TO THE PROJECT. SPECIFICALLY, THE CLIENT WILL BE RESPONSIBLE FOR THE AMOUNT IT WOULD HAVE PAID TO THE CONSTRUCTION CONTRACTOR (OR SUPPLIER OR SUBCONTRACTOR OR OTHER) FOR THE COMPONENT AS IF SUCH HAD BEEN INCLUDED IN THE ENGINEER'S CONTRACT DOCUMENTS. NOTWITHSTANDING THE FOREGOING, THE ENGINEER WILL BE RESPONSIBLE, TO THE EXTENT REASONABLE AND NECESSARY TO PLACE CLIENT IN THE SAME POSITION IT WOULD HAVE BEEN BUT FOR SUCH BREACH OR NEGLIGENCE, FOR THE REASONABLE (I) RETROFIT EXPENSE, (II) WASTE, OR (III) INTERVENING INCREASE IN THE COST OF THE COMPONENT FURNISHED THROUGH A CHANGE ORDER FROM THE CONTRACTOR. TO THE EXTENT THAT CONTRACTOR PROVIDED UNIT PRICING THE CLIENT UNDERSTANDS AND AGREES THAT THE ISSUE OF INTERVENING UNIT COST INCREASES WOULD ONLY BE APPLICABLE TO NEWLY IDENTIFIED ITEMS, NOT INCREASES IN QUANTITY OF EXISTING ITEMS.

IF IT IS NECESSARY TO REPLACE A COMPONENT OF THE PROJECT DUE TO THE BREACH OF CONTRACT OR NEGLIGENCE OF THE ENGINEER, THE ENGINEER WILL NOT BE LIABLE TO THE CLIENT FOR THE ENHANCEMENT OR UPGRADE OF THE COMPONENT BEYOND THAT ORIGINALLY INCLUDED IN THE CONTRACT DOCUMENTS. IN ADDITION, IF THE COMPONENT HAS AN IDENTIFIABLE USEFUL LIFE THAT IS LESS THAN THE SYSTEM/STRUCTURE/IMPROVEMENT ITSELF, THE DAMAGES OF THE OWNER SHALL BE REDUCED TO THE EXTENT THAT THE USEFUL LIFE OF THE COMPONENT WILL BE EXTENDED BY THE REPLACEMENT THEREOF.

**XX. AGREED REMEDIES**

**A. IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.**

**B. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.**

**C. NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.**

**D. CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.**

**E. IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.**

**XXI. Waiver** - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do

so.

**IN WITNESS WHEREOF**, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HALFF ASSOCIATES, INC.**

**CLIENT: CITY OF SEAGOVILLE, TEXAS**

By:   
Signature

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

Tim Lackey  
Printed Name

\_\_\_\_\_  
Printed Name

Vice President  
Title

\_\_\_\_\_  
Title

October 8, 2020  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**  
**City of Seagoville, Texas**  
**Task Order Authorization Agreement**  
**For**  
**Professional Engineering Services with Halff Associates, Inc.**  
**Task Order Authorization No. 1**  
**FY 2021 Seagoville SWMP Implementation Assistance**  
September 25, 2020

The City of Seagoville has requested that Halff assist the City with implementation of its Storm Water Management Plan (SWMP) to meet the requirements of the small Municipal Separate Storm Sewer System (MS4) permit. Halff Associates will perform the following proposed services under the terms and conditions described in the **Agreement for Professional Engineering Services on a Task Order Basis (Agreement)**, dated September 25, 2020, between Halff Associates and the City of Seagoville.

<p><b>Scope of Work:</b></p>	<p><u>Provide general engineering consultation to the City of Seagoville in FY 2021 at the City's Request for Stormwater Permit, MS4 compliance, and other Stormwater related matters.</u></p> <p><u>Typical Efforts may include:</u></p> <ol style="list-style-type: none"> <li>1. Council Presentation - Provide an update of Seagoville's stormwater management plan to City Council.</li> <li>2. Staff Meetings – Lead meetings with City staff to review SWMP implementation requirements and schedule, BMP goals, responsibilities, and progress. Review and provide feedback for activities in progress.</li> <li>3. Provide ongoing support and guidance throughout the year outside of regularly scheduled meetings.</li> <li>4. Assist in development of public education and outreach materials</li> <li>5. MS4 Map Updates <ul style="list-style-type: none"> <li>- Compile relevant data from existing records.</li> <li>- Update MS4 Map in GIS and provide hard copy maps.</li> </ul> </li> <li>6. MCM 2, Illicit Discharge Detection <ul style="list-style-type: none"> <li>- Provide assistance in dry-weather screening (BMP 2.7)</li> </ul> </li> <li>7. Prepare Annual Report. This report will document stormwater management activities conducted during the permit term</li> </ol>
<p><b>Deliverables:</b></p>	<p><u>Typical Deliverables may include:</u></p> <ol style="list-style-type: none"> <li>1. Updated MS4 Map</li> <li>2. Illicit Discharge Detection Documents</li> <li>3. Annual Report</li> </ol>
<p><b>Items Furnished by City:</b></p>	<p><u>Typical Items may include:</u></p> <ol style="list-style-type: none"> <li>1. Records, logs, documentation of stormwater activities</li> </ol>

**EXHIBIT A  
City of Seagoville, Texas  
Task Order Authorization Agreement  
For**

**Professional Engineering Services with Halff Associates, Inc.**

	performed.
<b>Schedule:</b>	As Needed
<b>Fees:</b>	This Task will be billed on a time and materials basis in accordance with the Agreement. The proposed budget for these services is as follows:  Work Order #1 Total: <b>\$ 36,350</b>

Submitted:  
**HALFF ASSOCIATES, INC.**

Approved:  
**CITY OF SEAGOVILLE, TEXAS**

By:   
Signature

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

Tim Lackey, PE  
Printed Name

Patrick Stallings  
Printed Name

Vice President  
Title

City Manager  
Title

October 8, 2020  
Date

\_\_\_\_\_  
Date

**EXHIBIT B**  
**Labor Rate Schedule**

<b>Labor Category</b>	<b>Level</b>	<b>Billing Rate</b>
<b>Architect</b>	I	95.00
	II	109.00
	III	161.00
	IV	222.00
	V	285.00
<b>Engineer</b>	I	110.00
	II	133.00
	III	178.00
	IV	222.00
	V	343.00
<b>Scientist</b>	I	89.00
	II	122.00
	III	162.00
	IV	191.00
	V	311.00
<b>Landscape/ Planner</b>	I	88.00
	II	106.00
	III	143.00
	IV	178.00
	V	292.00
<b>Surveyor</b>	I	91.00
	II	104.00
	III	140.00
	IV	179.00
	V	257.00
<b>Field Tech</b>	I	62.00
	II	79.00
	III	97.00
	IV	129.00
	V	191.00
<b>Office Tech</b>	I	66.00
	II	81.00
	III	104.00
	IV	126.00
	V	180.00
<b>Administrative</b>	I	65.00
	II	80.00
	III	100.00
	IV	133.00
	V	246.00
<b>Specialist</b>	I	87.00
	II	121.00
	III	157.00
	IV	209.00
	V	306.00
<b>Intern</b>		60.00

## ***Regular Session Agenda Item: 4***

**Meeting Date:     October 19, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas approving an agreement for Professional Engineering Services on a Defined Scope of Services Basis (“agreement”) with Halff Associates, Inc. for the purpose of providing Professional Engineering Services for the Northern Basin Interceptor Phase 1 in an amount not to exceed Eight Hundred Twenty-Six Thousand Eight Hundred Dollars and Zero Cents (\$826,800.00); authorizing the City Manager to sign; providing a repealing clause; providing a severability clause; providing a savings clause; and providing an effective date.

### **BACKGROUND:**

The City currently does not have any sewer along the north side of the City, which is creating major issues with current development in progress and delaying any future development. The Northern Basin Interceptor Phase 1, is a new gravity main along the undeveloped northern side of Seagoville and will eventually allow the City to bring Highland Meadows sewer by gravity to North Texas instead of by pump to the City of Dallas. Council's approval will permit Halff to provide the professional engineered plans and bid phase services for the project.

### **FINANCIAL IMPACT:**

Approved FY 2021 budget

### **RECOMMENDATION:**

The Water/Sewer Department recommends that Council approve this agreement to bring in development to the northern side of Seagoville.

### **EXHIBITS:**

Resolution

Exhibit 1, Halff’s Standard Agreement for Professional Engineering Services

Exhibit A, Proposed Schedule

Exhibit B, Construction estimate

**THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. \_\_\_\_ -R-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS ("AGREEMENT") WITH HALFF ASSOCIATES, INC. FOR THE PURPOSE OF PROVIDING PROFESSIONAL ENGINEERING SERVICES FOR THE NORTHERN BASIN INTERCEPTOR PHASE 1 IN AN AMOUNT NOT TO EXCEED EIGHT HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED DOLLARS AND ZERO CENTS \$826,800.00; AUTHORIZING THE CITY MANAGER TO SIGN; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council for the City of Seagoville, Texas desires to enter into an Agreement for the purpose of providing professional engineering services for the northern basin interceptor phase 1; and,

**WHEREAS**, Halff Associates, Inc. has provided a proposal for purpose of providing professional engineering services for the northern basin interceptor phase 1 in the amount of Eight Hundred Twenty-Six Thousand Eight Hundred Dollars and zero cents (\$826,800.00); and,

**WHEREAS**, the City Council for the City of Seagoville, Texas has reviewed the Contract and has determined it to be in the best interest of the City of Seagoville to enter into said agreement.

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

**SECTION 1.** The agreement attached hereto as Exhibit A, with Halff Associates, Inc., for professional engineering services for the northern basin interceptor phase 1 in an amount not to exceed Eight Hundred Twenty-Six Thousand Eight Hundred Dollars and zero cents (\$826,800.00) is approved, and the City Manager is authorized to execute the same on behalf of the City.

**SECTION 2.** That any prior Resolutions of the City Council of the City of Seagoville, Texas, in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

**SECTION 3.** That if any article, paragraph, subdivision, clause or provision of this Resolution, as hereby amended, be adjudged invalid or held unconstitutional for any reason, such judgement or holding shall not affect the validity of this Resolution as a whole or any part or provision thereof, as amended hereby, other than the part so declared to be invalid or unconstitutional.

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Seagoville, Texas, and it is

accordingly resolved.

**DULY PASSED** by the City Council of the City of Seagoville, Texas, on the 19<sup>th</sup> day of October, 2020.

**APPROVED:**

\_\_\_\_\_  
Dennis K. Childress, Mayor

**ATTEST:**

\_\_\_\_\_  
Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Victoria Thomas, City Attorney

EXHIBIT "A"



## AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ON A DEFINED SCOPE OF SERVICES BASIS

This Agreement for Professional Engineering Services, hereinafter called "Agreement," is entered into by the City of Seagoville a **municipal corporation** of the State of **Texas**, hereinafter referred to as "Client", duly authorized to act by the **City Council** of said Client, and **HALFF ASSOCIATES, INC.**, a Texas corporation, acting through a duly authorized officer, herein called "Engineer," relative to Engineer providing professional engineering services to the Client. Client and Engineer when mentioned collectively shall be referred to as the "Parties".

### W I T N E S S E T H:

For the mutual promises and benefits herein described, the Client and Engineer agree as follows:

**I. Term of Agreement.** This Agreement shall become effective on the date of its execution by both Parties, and shall continue in effect thereafter until terminated as provided herein.

**II. Services to be Performed by Engineer.** Engineer shall provide to the Client basic engineering services as described in the scope of services attachment and fully incorporated herein as "**Exhibit A**" which services may include, but will not be limited to, those services normally rendered by an engineer to a municipal corporation. Engineer shall perform its obligations under this agreement as an independent contractor and not as an agent or fiduciary of any other party.

**III. Compensation** - Client agrees to pay monthly invoices or their undisputed portions within 30 days of receipt. Payment later than 30 days shall include interest at 1 percent (1%) per month or lesser maximum enforceable interest rate, from the date the Client received the invoice until the date Engineer receives payment. Such interest is due and payable when the overdue payment is made.

It is understood and agreed by the Parties that Engineer's receipt of payment(s) from Client is not contingent upon Client's receipt of payment, funding, reimbursement or any other remuneration from others.

Time-related charges will be billed as specified in this Agreement. Unless stated otherwise in this Agreement, direct expenses, subcontracted services and direct costs will be billed at actual cost plus a service charge of 10 percent. Mileage will be billed at current IRS rates.

**IV. Client's Obligations.** The Client agrees that it will (i) designate a specific person to act as the Client's representative, (ii) provide Engineer with any previous studies, reports, data, budget constraints, special Client requirements, or other pertinent information known to the Client, when necessitated by a project, (iii) Client agrees to provide site access, and to provide those services described in the attached Scope of Services assist Engineer in obtaining access to property necessary for performance of Engineer's work for the Client, (iv) make prompt payments in response to Engineer's statements and (v) respond in a timely fashion to requests from Engineer. Engineer is entitled to rely upon and use, without independent verification and without liability, all information and services provided by the Client or the Client's representatives.

**V. Termination of Work** - Either the Client or the Engineer may terminate this Agreement at any time with or without cause upon giving the other Party ten (10) calendar days' prior written notice. Client agrees that termination of Engineer for Client's convenience shall only be utilized in good faith, and shall not be utilized if either the purpose or the result of such termination is the performance of all or part of Engineer's services under this Agreement by Client or by another service provider. Following Engineer's receipt of such termination notice the Client shall, within ten (10) calendar days of Client's receipt of Engineer's final invoice, pay the Engineer for all services rendered and all costs incurred up to the date of Engineer's receipt of such notice of termination.

**VI. Ownership of Documents** - Upon Engineer's completion of services and receipt of payment in full, Engineer shall grant to Client a non-exclusive license to possess the final drawings and instruments produced in connection with Engineer's performance of the work under this Agreement, if any. Said drawings and instruments may be copied, duplicated, reproduced and used by Client for the purpose of constructing, operating and maintaining the improvements. Client agrees that such documents are not intended or represented to be suitable for reuse by Client or others for purposes outside the Scope of Services of this Agreement. Notwithstanding the foregoing, Client understands and agrees that any and all computer programs, GIS applications, proprietary data or processes, and certain other items related to the services performable under this Agreement are and shall remain the sole and exclusive property of Engineer and may not be used or reused, in any form, by Client without the express written authorization of Engineer. Client agrees that any reuse by Client, or by those who obtain said information from or through Client, without written verification or adaptation by Engineer, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's employees, agents, representatives, officers, directors, affiliates, shareholders, owners, members, managers, attorneys, subsidiary entities, advisors, subconsultants or independent contractors or associates. Engineer may reuse all drawings, reports, data and other information developed in performing the services described by this Agreement in Engineer's other activities.

- VII. Notices.** Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.
- VII. Sole Parties and Entire Agreement.** This Agreement shall not create any rights or benefits to anyone except the Client and Engineer, and contains the entire agreement between the parties. Oral modifications to this Agreement shall have no force or effect.
- IX. Insurance** Engineer shall, at its own expense, purchase, maintain and keep in force throughout the duration of this Agreement and for a period of four (4) years thereafter, professional liability insurance. The limits of liability shall be \$1,000,000 per claim and in the aggregate. Engineer shall submit to the Client a certificate of insurance prior to commencing any work for the Client.
- X. Prompt Performance by Engineer.** All services provided by Engineer hereunder shall be performed in accordance with the degree of care and skill ordinarily exercised under similar circumstances by competent members of the engineering profession in the State of Texas applicable to such engineering services contemplated by this Agreement.
- XI. Client Objection to Personnel.** If at any time after entering into this Agreement, the Client has any reasonable objection to any of Engineer's personnel, or any personnel, professionals and/or consultants retained by Engineer, Engineer shall promptly propose substitutes to whom the Client has no reasonable objection, and Engineer's compensation shall be equitably adjusted to reflect any difference in Engineer's costs occasioned by such substitution.
- XII. Assignment and Delegation.** Neither the Client nor Engineer may assign their rights or delegate their duties without the written consent of the other party. This Agreement is binding on the Client and Engineer to the fullest extent permitted by law. Nothing herein is to be construed as creating any personal liability on the part of any Client officer, employee or agent.
- XIII. Jurisdiction and Venue** - This Agreement shall be administered under the substantive laws of the State of **Texas** (and not its conflicts of law principles) which shall be used to govern all matters arising out of, or relating to, this Agreement and all of the transactions it contemplates, including without limitation, its validity, interpretation, construction, performance and enforcement. Exclusive venue shall lie in any court of competent jurisdiction in **Dallas County, Texas**.
- XIV. Integration, Merger and Severability** – This Agreement and the Scope of Services, including fee and schedule are fully incorporated herein and represent the entire understanding of Client and Engineer. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The Agreement may not be modified or altered except in writing signed by both Parties. This Agreement constitutes, represents and is intended by the Parties to be the complete and final statement and expression of all of the terms and arrangements between the Parties to this Agreement with respect to the matters provided for in this Agreement. This Agreement supersedes any and all prior or contemporaneous agreements, understandings, negotiations, and discussions between the Parties and all such matters are merged into this Agreement. Should any one or more of the provisions contained in this Agreement be determined by a court of competent jurisdiction or by legislative pronouncement to be void, invalid, illegal, or unenforceable in any respect, such voiding, invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be considered as if the entirety of such void, invalid, illegal, or unenforceable provision had never been contained in this Agreement.
- XV. Exclusivity of Remedies** – The Parties acknowledge and agree that the remedies set forth in this Agreement, including those set forth in Article XIX. Agreed Remedies are and shall remain the Parties' sole and exclusive remedy with respect to any claim arising from, or out of, or related to, the subject matter of this Agreement. The Parties agree that Engineer is to have no liability or responsibility whatsoever to Client for any claim(s) or loss(es) of any nature, except as set forth in this Agreement. No Party shall be able to avoid the limitations expressly set forth in this Agreement by electing to pursue some other remedy.
- XVI. Timeliness of Performance** - Engineer shall perform its professional services with due and reasonable diligence consistent with sound professional practices.
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**A.** IT IS THE INTENT OF THE PARTIES TO THIS AGREEMENT THAT ENGINEER'S SERVICES UNDER THIS AGREEMENT SHALL NOT SUBJECT ENGINEER'S INDIVIDUAL EMPLOYEES, OFFICERS OR DIRECTORS TO ANY PERSONAL LEGAL EXPOSURE FOR CLAIMS AND RISKS ASSOCIATED WITH THE SERVICES PERFORMED OR PERFORMABLE UNDER THIS AGREEMENT.

IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE ENGINEER, AND ACKNOWLEDGING THAT THE ALLOCATION OF RISKS AND LIMITATIONS OF REMEDIES ARE BUSINESS UNDERSTANDINGS BETWEEN THE PARTIES AND THESE RISKS AND REMEDIES SHALL APPLY TO ALL POSSIBLE LEGAL THEORIES OF RECOVERY. CLIENT FURTHER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY REFERENCE TO INSURANCE OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO, THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES OF THE ENGINEER OR THE ENGINEER'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, SHALL NOT EXCEED THE ENGINEER'S FEE FOR THE SERVICES PERFORMED UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. INCREASED LIMITS MAY BE NEGOTIATED FOR ADDITIONAL FEE.

**C.** NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT, ENGINEER SHALL HAVE NO LIABILITY TO THE CLIENT FOR CONTINGENT, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, REVENUE OR PROFIT; OPERATING COSTS AND FACILITY DOWNTIME; OR OTHER SIMILAR BUSINESS INTERRUPTION LOSSES, HOWEVER, THE SAME MAY BE CAUSED.

**D.** CLIENT MAY NOT ASSERT ANY CLAIM AGAINST ENGINEER AFTER THE SHORTER OF (1) 3 YEARS FROM SUBSTANTIAL COMPLETION OF SERVICES GIVING RISE TO THE CLAIM, OR (2) THE STATUTE OF LIMITATION PROVIDED BY LAW.

**E.** IT IS UNDERSTOOD AND AGREED BY BOTH PARTIES TO THIS AGREEMENT THAT THE FIRST TEN DOLLARS (\$10.00) OF REMUNERATION PAID TO ENGINEER UNDER THIS AGREEMENT SHALL BE IN CONSIDERATION FOR INDEMNITY/INDEMNIFICATION PROVIDED FOR IN THIS AGREEMENT.

**XXI. WAIVER** - Any failure by Engineer to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Engineer may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties, having read and understood this Agreement, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**HALFF ASSOCIATES, INC.**

**CLIENT: CITY OF SEAGOVILLE , TEXAS,**

By:   
Signature

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

Tim Lackey  
Printed Name

\_\_\_\_\_  
Printed Name

Vice President  
Title

\_\_\_\_\_  
Title

10/12/2020  
Date

\_\_\_\_\_  
Date

**EXHIBIT A  
SCOPE OF SERVICES  
SEAGOVILLE NORTHERN BASIN INTERCEPTOR PHASE 1**

**I. PROJECT DESCRIPTION**

This Project includes the design of approximately 16,125 linear feet of proposed 24-inch to 36-inch diameter wastewater interceptor within the Northern Basin in the City of Seagoville, Texas. This scope of services assumes the recommended limits and alignment identified in the Northern Basin Interceptor Alignment Study Memorandum completed by Halff Associates, Inc. The alignment begins at the North Texas Municipal Water District (NTMWD) Lower East Fork Lift Station. The project then follows the existing NTMWD force main easement to the East Fork Trinity River and parallels the East Fork Trinity River to the north. The proposed alignment then follows the feeder stream to the west. The limits of this Project end just after crossing E. Simonds Road.

In addition to design services, the Project includes topographical survey; subsurface utility engineering; environmental services; NTMWD and franchise utility permitting support; bid phase services; construction phase services; and the preparation of record documents.

**II. TASK SUMMARY, BASIC SERVICES**

Consultant will provide the following basic services for the Project.

**A. Management During Design**

Provide daily direction and control of the Project to ensure progress of critical path items and quality of design. Conduct weekly internal meetings to ensure communication between disciplines, and that each Project element is progressing on schedule. For budgetary purposes, the design period is assumed to be 9 months.

1. **Monthly Meetings** - Consultant shall meet with City to report progress on the Project not less than once per month.
2. **Progress Reports** – Prepare a monthly progress report to the City's Project Manager. The progress report will summarize the progress for the month, outline key tasks for the upcoming month, identify outstanding issues, and assign responsibility. The monthly report will include an updated Project schedule, emphasizing upcoming Project milestones and critical path items.
3. **Utility Coordination Meetings** - Consultant shall attend up to three (3) total coordination meetings with the impacted utility companies, including, but not limited to franchise utilities, City, pipeline companies or any other entity which has facilities within or adjacent to the Project. Consultant will further coordinate with all third parties for the purpose of identifying any exposure, removal and/or relocation work necessary for implementation of Project.
4. **Submittals for Review and Approval** - Each time Consultant submits plans and/or specifications to City, three (3) 11x17-in copies and one electronic

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**SEAGOVILLE NORTHERN BASIN INTERCEPTOR PHASE 1**

copy of each shall be submitted, unless otherwise instructed. These shall be reviewed, distributed and checked by City and returned to Consultant with comments for revision and/or correction. When the corrected copies of the plans, specifications and estimates are returned to City, the original reviewed plans shall also be returned to City. All plans, specifications, documents, attachments and correspondence provided in accordance with this Agreement shall be dated.

**B. Permitting and Coordination Services**

Consultant shall provide coordination for permitting with NTMWD, Atmos, Oncor, and TCEQ. Permitting fees are not included in the fee outlined in Exhibit B. Preparation of encroachment agreement maps and descriptions are not included in these services.

1. **NTMWD** – Consultant shall coordinate with NTMWD for point of entry connection to the Lower East Fork Lift Station. Prepare documents required for the City to submit to NTMWD for point of entry request. Include NTMWD requirements on the contract documents.
2. **Atmos** - Consultant shall coordinate with Atmos and prepare all documentation required for the City to complete the utility permit submittal. Include Atmos requirements on the contract documents.
3. **Oncor** - Consultant shall coordinate with Oncor and prepare all documentation required for the City to complete the utility permit submittal. Include Oncor requirements on the contract documents.
4. **TCEQ** – Consultant shall prepare and submit a summary transmittal letter as required for Texas Commission on Environmental Quality (TCEQ) approval.

**C. Design Phase Services**

1. **Base Mapping** – Generate plan of existing project corridor by compiling field survey data with information obtained during the preliminary investigation including the following:
  - a) Line work and text for known existing utilities, paving, structures, trees and other above ground features.
  - b) Line work and text for existing two-foot contours.
  - c) Line work and text for known proposed improvements by others.
  - d) Line work and text for existing property lines, right-of-way, easement lines (based on County GIS information) and control points.

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**SEAGOVILLE NORTHERN BASIN INTERCEPTOR PHASE 1**

- e) Text for streets, addresses and property owners.
  - f) Perform a field walk to visually verify the adequacy of the base map.
- 2. Subsurface Utility Engineering** – Perform Subsurface Utility Engineering (SUE) in accordance with ASCE CI/ASCE 38-02 “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.” This standard defines the following Quality Levels:
- a) **Quality Level-A:** Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents. Quality Level-A services will be performed under Special Services, Task B.
  - b) **Quality Level-B:** Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the PROJECT and reduced onto plan documents. Quality level-B investigations such as ground penetrating radar and toning will be utilized prior to excavations for Quality level-A test holes under Special Services, Task B.
  - c) **Quality Level-C:** Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information. Quality Level-D information will be correlated with survey data in preliminary design to attain Level-C accuracy.
  - d) **Quality Level-D:** Information derived from existing records or oral recollections. Quality level D investigations will be done in preliminary design.
- 3. Preliminary Design (60% Plans and Specifications)**
- a) Finalize horizontal and vertical alignments.
  - b) Profile with flow-lines, grades, material and embedment shown along with the proposed pipe.
  - c) Identify types of construction required along the alignment.

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**SEAGOVILLE NORTHERN BASIN INTERCEPTOR PHASE 1**

- d) Bore pits shall be located with consideration to adjacent utilities, fences, structures, power poles, etc.
- e) Develop details for erosion protection at stream crossings. Design scope assumes maximum 10-foot high gravity gabion walls for a maximum 50-foot length along banks per crossing. More extensive gabion wall design is included in Special Services Task C.
- f) Finalize permanent and construction easement requirements (width and property affected).
- g) Prepare vehicle and pedestrian traffic control plans.
- h) Prepare erosion control plans to comply with the TCEQ Storm Water Management Program. Plan shall include necessary best management practices (BMP) locations and associated details.
- i) Incorporate standard details into the plans and prepare additional details as required.
- j) Develop draft technical specifications.
- k) Utility coordination.
  - Locate existing utility crossings and other potential conflicts with nearby utilities and other nearby improvements utilizing SUE investigations. Estimate clearance distances between existing utilities and the Project.
  - Identify recommended locations of SUE Level-A AND Level-B prior to initiating Task B in Special Services.
  - Contact identified utility companies within the project corridor. Submit base map to utility companies for review, comment and approval.
- l) Prepare preliminary statement of probable construction costs.
- m) Update project schedule.
- n) Submit preliminary design plans, specifications, and estimate to City for review and comment. City front end documents shall be given to Consultant in word format (if edits are necessary) or PDF format.
- o) Meet with City staff to discuss preliminary design comments and reach consensus.
- p) Prepare and submit preliminary easement table and exhibit showing necessary temporary construction easements and permanent easements for the project. Upon acceptance of the 60% plans, consultant shall begin preparing temporary and permanent easement documents.

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**SEAGOVILLE NORTHERN BASIN INTERCEPTOR PHASE 1**

- q) Upon acceptance of the 60% plans, consultant shall begin to prepare permits for proposed utility crossings and NTMWD connection. Individual crossing sheets shall be sealed for permitting purposes only as required at time of submission.

**4. Final Design (90% Plans and Specifications)**

- a) Revise preliminary drawings incorporating comments from City.
- b) Incorporate comments from the utility companies.
- c) When all utility feedback, record data, and utility engineering is complete, design shall be revised to reduce impacts and necessary relocations of existing franchise utilities including power poles, underground and overhead electric, fiber optic, communication, gas lines, etc. where possible.
- d) Finalize plans for proposed improvements.
- e) Finalize specifications including technical specifications, special provisions, and bid form.
- f) Submit final plans, specifications and estimates to the City for review.
- g) Meet with City to discuss final plans, specifications, and estimates.

**5. Issue for Bid (100% Signed and Sealed Plans and Specifications)**

- a) Revise final drawings incorporating comments from City.
- b) Finalize specifications including technical specifications, special provisions, and bid form.
- c) Submit signed and sealed plans, specifications and estimates to the City.

**D. Bid Phase Services**

Consultant shall provide services to assist City in selection of a Contractor for the construction of the Project. The project will be bis as one single contract. These services shall consist of the following:

- 1. Bid Invitation and Distribution of Bid Set** – Coordinate bid letting date, time and place with City and prepare final Invitation to Bid. Post Issued for Bid documents on CivCast.
- 2. Pre-Bid Meeting and Bid Period Requests for Information (RFI)** – Consultant shall provide technical interpretation of the Bid Documents and shall prepare proposed responses to all contractors' questions and requests to be approved by City. The responses may be uploaded to Civcast and/or be in the form of addenda. Consultant shall conduct and document in writing one (1) pre-bid meeting attended by potential contractors. Meeting minutes will be distributed by addenda to all bid holders.

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**SEAGOVILLE NORTHERN BASIN INTERCEPTOR PHASE 1**

3. **Addenda** – Consultant shall assist City in issuing Addenda to the Bid Documents and shall distribute Addenda to the bidders. All Addenda shall be approved by City prior to distribution.
4. **Bid Opening** – Consultant shall assist City in opening of bids. Consultant shall review all bids and evaluate them for responsiveness and bid amount and prepare bid tabulation for all responsive bidders. The bid tabulation shall be delivered to City in Excel and PDF format. Consultant will also verify through reasonable investigation the financial and performance history documentation submitted by the low bidder and second low bidder. Consultant shall prepare a report of its review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. City shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids.
5. **Conformed Document Preparation** – Consultant shall incorporate all addenda into contract documents and issue a record set of conformed project manual and plan sheets.

**E. Completion of Record Documents**

Consultant shall prepare construction Record Documents based on information received from the Construction Contractor within thirty (30) days of substantial completion of construction and provide to City. These record documents are a compilation of the sealed engineering drawings for this Project, modified by addenda and change orders, and information furnished by the contractor.

**III. SPECIAL SERVICES**

The Special Services tasks listed below will only be performed upon written notice by the City.

**A. Survey Services**

Consultant shall furnish a survey field party to collect field information necessary to prepare complete and detailed plans, specifications and contract documents for a 100-foot wide corridor of the 16,125 linear feet of proposed interceptor along the alignment stated in the PROJECT DESCRIPTION and described in Halff's Northern Basin Alignment memorandum. City shall provide record drawing information for City infrastructure and development record plans. Consultant shall coordinate with Texas 811 to locate and mark existing franchise and public utilities prior to performing the field survey.

1. **Survey for Design** – Consultant shall direct the work of the field party to perform the following:
  - a) Complete horizontal and vertical control surveying for the Project, establishing horizontal and vertical controls for the Project. The horizontal control shall be based on the Texas State Plane Coordinate System,

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**SEAGOVILLE NORTHERN BASIN INTERCEPTOR PHASE 1**

North Central Zone North American Datum NAD-83 Coordinates and the vertical control being based on North American Vertical Datum NAVD-88. Anticipated topographical surveying is expected to be required for 33,600 LF.

- b) Obtain natural ground elevations along the Corridor. Collect spot elevations within this corridor as required to facilitate the generation of two-foot (2') contours.
  - c) Obtain natural ground and channel sections at alignment crossings of streams.
  - d) Make a topographic survey of existing features above ground level that could be affected by proposed construction. These features shall include, but are not limited to, above-ground utility appurtenances, manholes (including invert elevations), structures, bridges, culverts, retaining walls, trees (12" and larger), curbs, pavements, sidewalks, fences, property corners, block corners, parking areas, steps, bore hole stakes, and other visible topographical features.
- B. Geotechnical Investigations** – City has authorized and completed geotechnical investigations under a separate contract. The geotechnical report will be furnished to Halff and no further geotechnical services are needed in this phase.
- C. Gabion Wall Design** - Consultant shall design and prepare contract documents for Gabion Walls in excess of stated assumptions in II. Task Summary – Basic Services, Task C. Design of gabion walls shall include necessary structural design for up to 500 linear feet and shall include wall plan layouts, sections, notes, and details.
- D. Subsurface Utility Engineering Services** - The proposed Special Services fee includes budgets for SUE Quality Level A and Level B (refer to Basic services Task F for definitions and other SUE services) to be performed at City's request.
- 1. Quality Level A Utility Test Holes (Vacuum Excavation):** Up to ten (10) test holes will be performed on various utilities at locations specified by the City and/or Consultant's design engineer. The Consultant will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas.
  - 2. Quality Level B (Horizontal Designating):** Consultant will perform locating services for up to 10,000 total horizontal feet of utility line work. Limits of Level B locating will be surveyed.
  - 3. Work Zone Traffic Control:** The Consultant will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**SEAGOVILLE NORTHERN BASIN INTERCEPTOR PHASE 1**

project in accordance with the TMUTCD. As exact test holes locations are unknown, certified traffic control such as lane closure(s), flag person(s), changeable message board(s), and/or arrow board(s), if needed or required by City, and/or TxDOT, will be provided by a certified traffic control provider.

- 4. SUE Field Manager / Professional Engineer:** A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.
- 5. SUE Deliverables:** Signed and sealed Level-A data forms will be provided in as an appendix in the Bid Set Specifications.

**E. Environmental Services**

The Project is anticipated to be designed in a manner to allow the project to be permitted under current Section 404 nationwide permits and applicable general conditions. Preparation of a Section 404 individual permit is not included in this Project Scope. Submittal of a pre-construction notification (PCN) or performance of field cultural resource surveys are not included in the Basic Services of this Scope; if these services are required, they will be performed upon approval by City in accordance with Special Services Task C.

- 1. Field Reconnaissance** - A field investigation will be conducted to identify the limits of waters of the United States, including wetlands. The delineated limits will be surveyed in the field employing the use of GPS surveying techniques to delineate the limits of potential waters of the United States and/or wetlands. The Consultant will complete necessary wetland data forms and take on-site photography for representative sites. A summary report will be prepared describing the methodology and results of the investigation, so the report may satisfy the jurisdictional determination requirement for any future permits, if required.
- 2. Documentation of Findings** - Because the project entails construction in the East Fork Trinity River flood plain, it is anticipated that the project may be permitted under Nationwide Permit 12 – Utility Line Activities (NWP12) with a pre-construction notification (PCN). The Consultant will prepare a memorandum documenting compliance with all applicable NWP 12 criteria and general conditions.
- 3. Nationwide Permit 12 Pre-Construction Notification (NWP 12 PCN)** - It is anticipated the proposed activity may be authorized by NWP 12. This task includes the preparation of information and exhibits necessary for submittal of a NWP 12 PCN to the US Army Corps of Engineers. The contents of a PCN include permittee contact information; a description of the proposed project; the project's purpose; direct and indirect adverse environmental effects; delineation of waters of the United States; compensatory mitigation plan, if

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**SEGOVILLE NORTHERN BASIN INTERCEPTOR PHASE 1**

needed (not included in scope); threatened and endangered species assessment; and cultural resources assessment.

**F. Clearing and Grubbing for Geotechnical Investigation**

Clearing and grubbing was performed under a previous contract. There is no further performance of field brush cutting for geotechnical services necessary in the scope of this contract.

**G. Construction Administration**

These services are intended to assist City in administering the contract for construction, monitoring the performance of the construction Contractor, verifying that Contractor's work is in substantial compliance with the contract documents, and assisting City in responding to the events that occur during construction. Consultant shall provide Construction Administration Services as defined below.

- 1. Monthly Construction Meetings** – Attend a monthly progress meeting with City and Contractor. Prepare meeting minutes to summarize progress for the month, outline key tasks for the upcoming month, identify outstanding issues, and assign responsibility.
- 2. Pre-Construction Conference** – Consultant shall attend the preconstruction conference with Contractor to review the Project communication, coordination and other procedures and discuss the Contractor's general work plan and requirements for the Project. Consultant will take minutes or otherwise record the results of this conference.
- 3. Review of Shop Drawings, Samples and Submittals** – Consultant shall coordinate with City for the reviews of the Contractor's shop drawings, samples and other submittals for conformance with the design concept and general compliance with the requirements of the contract for construction. Consultant will log and track all shop drawings, samples and submittals.
- 4. Interpret Contract Documents** - Issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
- 5. Requests for Information** – Consultant will review the Contractor's requests for information or clarification of the contract for construction. Consultant will coordinate and issue responses to requests to City. Consultant will log and track the Contractor's requests.
- 6. Review of Contractor's Requested Changes** – Consultant shall review Contractor-requested changes to the contract for construction. Consultant will make recommendations to City regarding the acceptability of the Contractor's request and, upon approval of City, assist City in negotiations of the requested

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**SEAGOVILLE NORTHERN BASIN INTERCEPTOR PHASE 1**

change. Upon agreement and approval, Consultant shall prepare and submit supporting change order documents and plan revisions.

7. **Site Visits** – Consultant shall perform site visits for purposes of issue resolution. Consultant will prepare and submit site observation report for each visit.
8. **Punchlist and Final Walkthrough** – Consultant shall attend preliminary punchlist walkthrough with Client and provide list of observed punchlist items. Consultant shall attend final walkthrough to observe that punchlist has been completed.
9. **Disagreements between City and Contractor** – As necessary, render written decision on all claims of City and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to City or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

**IV. DELIVERABLES**

Consultant will deliver the following products to City as part of Basic Services:

- A. Three (3) sets and one electronic file in PDF format of preliminary plans, specifications, and estimates for review.
- B. One (1) copy and one electronic file in PDF format of the environmental field investigation results.
- C. One (1) copy and one electronic file in PDF format of the environmental documentation of findings memorandum.
- D. Three (3) sets and one electronic file in PDF format of final plans, estimates and specifications for review.
- E. Three (3) sets and one electronic file in PDF format of signed and sealed plans, estimates and specifications for review.
- F. Three (3) sets and one electronic file in PDF format of conformed final plans and specifications for construction.
- G. Two (2) sets of preliminary record drawings.
- H. Three (3) sets and one electronic file in PDF format copy of final record drawings.

**V. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES**

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**SEAGOVILLE NORTHERN BASIN INTERCEPTOR PHASE 1**

A. **Additional Services not included in the existing Scope of Services** - City and Consultant agree the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon City's written request. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

1. Consulting services not included in proposal.
2. Fees for permits and bid advertising.
3. Environmental remediation, USACE 404 Individual Permits or Mitigation Plans.
4. Design or Field services outside of the corridor described.
5. Field services for contaminated soil testing and determination of disposal requirements.
6. Archeological or cultural resources field investigation.
7. Tree survey – tagging and identifying trees
8. Designs for trench safety.
9. Design of aerial crossings.
10. Design of inverted siphons.
11. Sampling and testing for hazardous materials.
12. Materials testing for construction.
13. Construction Storm Water Pollution Prevention Plan (SWP3) (assumed to be submitted by Contractor) except for Erosion Control Plan noted in II. Task Summary – Basic Services, Task C.3.g.
14. Computer modeling and routing of sanitary sewer flows.
15. Development of I/I estimations using flow and rainfall monitoring data
16. Scour analysis modeling.
17. Odor control design.
18. Flow diversion or bypass pumping for pipeline and manhole inspections.
19. Electrical and instrumentation and controls design.
20. Additional Geotechnical investigations beyond services performed by earlier contract.

**EXHIBIT A  
SCOPE OF SERVICES  
SEAGOVILLE NORTHERN BASIN INTERCEPTOR PHASE 1**

**FEE SCHEDULE FOR BASIC AND SPECIAL SERVICES**

**III. BASIC SERVICES**

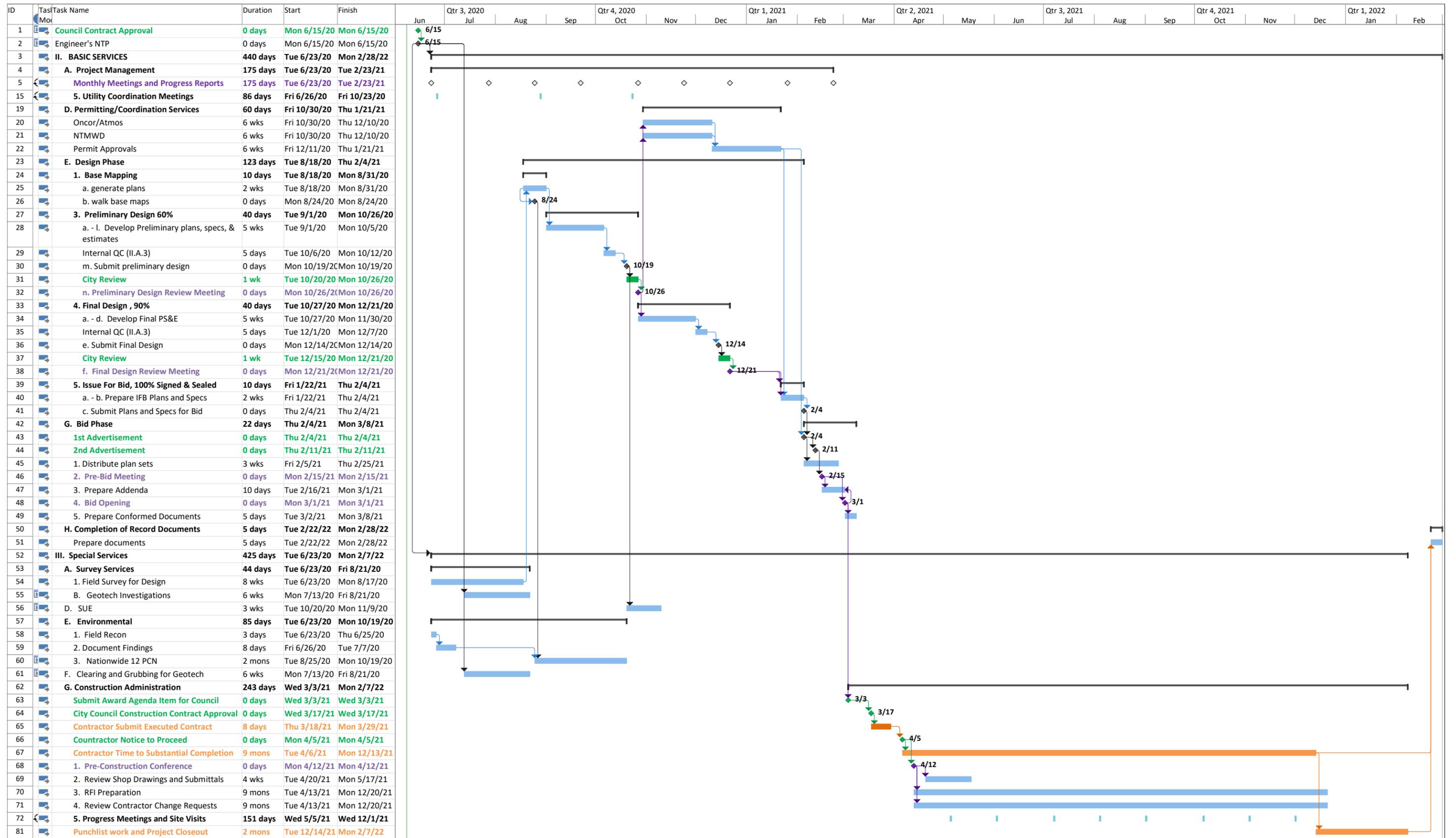
<b>A. Management During Design</b>	<b>\$ 32,000.00</b>
<b>B. Permitting and Coordination Services</b>	<b>\$ 17,100.00</b>
<b>C. Design Phase Services</b>	<b>\$ 330,900.00</b>
<b>D. Bid Phase Services</b>	<b>\$ 15,600.00</b>
<b>E. Completion of Record Documents</b>	<b>\$ 9,600.00</b>
<b><i>Total Basic Services (Lump Sum, Not-To-Exceed)</i></b>	<b><u>\$ 405,200.00</u></b>

**III. SPECIAL SERVICES (CITY-DIRECTED)**

<b>A. Surveying Services</b>	<b>\$ 133,800.00</b>
<b>B. Geotechnical Investigations (performed in prior contract)</b>	<b>\$ 0.00</b>
<b>C. Gabion Wall Design</b>	<b>\$ 29,400.00</b>
<b>D. Subsurface Utility Engineering</b>	<b>\$ 69,700.00</b>
<b>E. Environmental</b>	<b>\$ 91,000.00</b>
<b>F. NWP 12 Pre-Construction Notification</b>	<b>\$ 4,602.00</b>
<b>G. Clearing and Grubbing for Geotechnical Investigation</b>	<b>\$ 0.00</b>
<b>H. Construction Administration</b>	<b>\$96,800.00</b>
<b><i>Total Special Services (Not-To-Exceed)</i></b>	<b><u>\$ 421,600.00</u></b>

**Direct Expenses** **\$ 0.00**  
*(Included in Basic Services Lump Sum and Special Services Not to Exceed)*

**Project Budget, Grand Total (Not-To-Exceed)** **\$ 826,800.00**



Project: 36662 Seagoville Norther  
Date: Mon 6/8/20

Task	Summary	External Milestone	Inactive Summary	Manual Summary Rollup	Finish-only	Manual Progress
Split	Project Summary	Inactive Task	Manual Task	Manual Summary	Deadline	
Milestone	External Tasks	Inactive Milestone	Duration-only	Start-only	Progress	

**Engineer's Opinion of Probable Construction Cost**

4/3/2020

**S1. MAIN TRUNK OF NORTHERN BASIN INTERCEPTOR FROM NTMWD LS TO LAWRENCE LAKE  
PHASE 1- ALTERNATE A-BRANCH A5-A12**

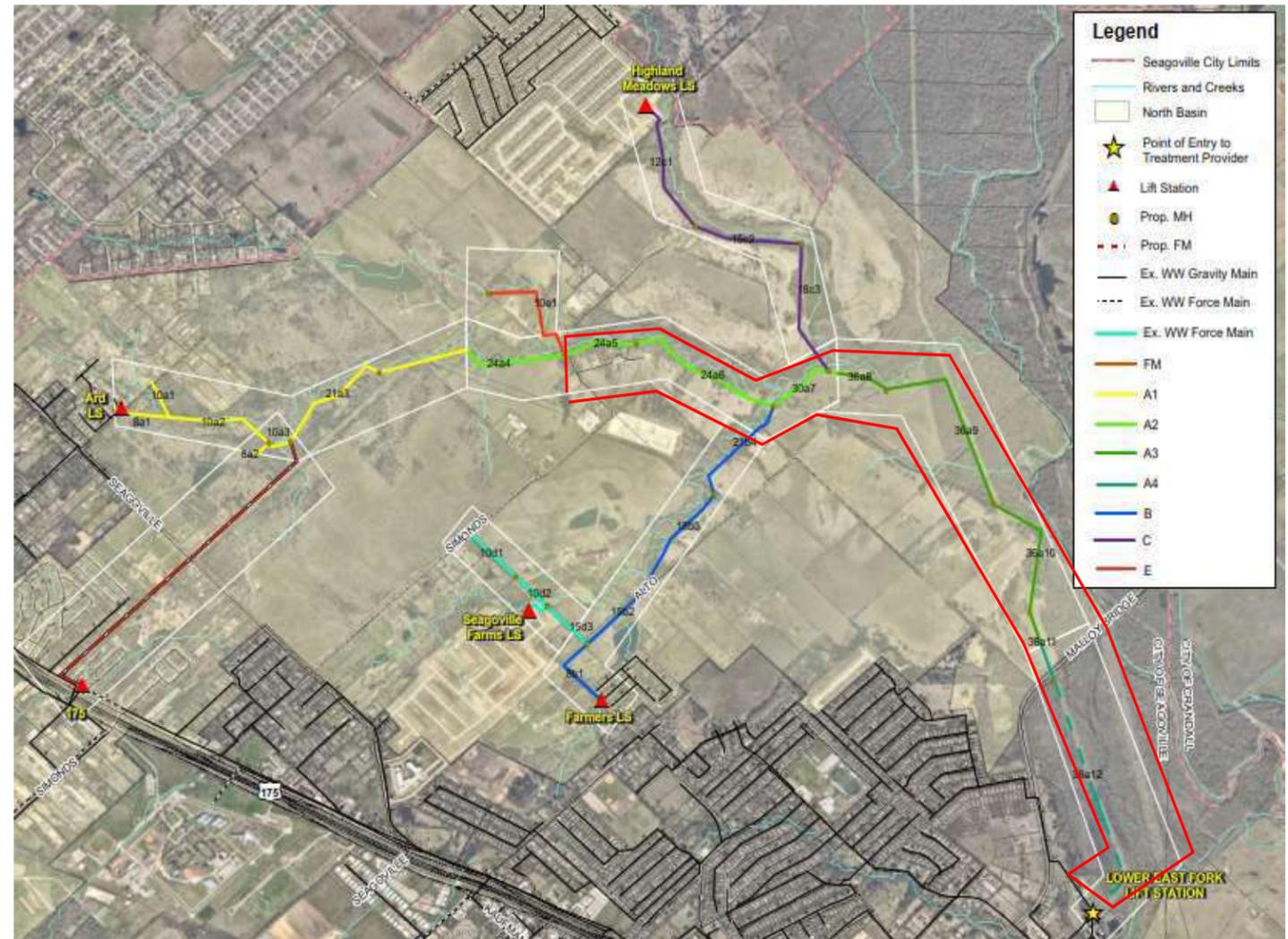
Description	Quantity	Unit	Unit Cost	Total Cost
Mobilization and Bonds	1	-	-	\$ 302,000
Site Preparation (Clearing and Grubbing)	88,000	SY	\$1	\$ 88,000
Hydromulch	88,000	SY	\$2	\$ 176,000
SWPP	17,000	LF	\$3	\$ 51,000
Construction Surveying and Staking	16,124	LF	\$2	\$ 32,248
<b>Subtotal</b>				<b>\$ 649,248</b>

<b>B. Wastewater Items</b>				
36" PVC Wastewater Pipe- OPEN CUT	11,405	LF	\$310	\$ 3,535,646
36" PVC Wastewater Pipe (Creek Crossing)- OPEN CUT	100	LF	\$310	\$ 31,000
36" PVC Wastewater Pipe (Road Crossing)- BOTOC	60	LF	\$1,600	\$ 96,000
30" PVC Wastewater Pipe- OPEN CUT	1,059	LF	\$275	\$ 291,319
24" PVC Wastewater Pipe- OPEN CUT	3,355	LF	\$250	\$ 838,753
24" PVC Wastewater Pipe (Creek Crossing)- OPEN CUT	100	LF	\$250	\$ 25,000
24" PVC Wastewater Pipe (Road Crossing)- BOTOC	45	LF	\$1,170	\$ 52,065
6' Diameter Wastewater Manhole	32	EA	\$16,000	\$ 504,986
5' Diameter Wastewater Manhole	9	EA	\$12,000	\$ 104,985
Vacuum Test for Wastewater Manhole	40	EA	\$200	\$ 8,062
Television Inspection	16,124	LF	\$2	\$ 32,248
Connect to Existing Sanitary Sewer	1	EA	\$3,000	\$ 3,000
Trench Safety and Support	16,020	LF	\$2	\$ 32,039
Rock Foundation (Contingency Item)	300	CY	\$30	\$ 9,000
<b>Subtotal</b>				<b>\$ 5,564,103</b>

<b>C. Pavement Items</b>				
Temporary Paving (Crushed Rock)	0	TN	\$130	\$ -
Asphalt Pavement	0	SY	\$100	\$ -
<b>Subtotal</b>				<b>\$ -</b>

<b>D. Erosion Control Items</b>				
Gabion Mattress (1')	450	SY	\$150	\$ 67,500
Gabion Mattress Toe (3')	160	CY	\$350	\$ 56,000
Turf Reinforcement Matting	510	SY	\$2	\$ 1,020
<b>Subtotal</b>				<b>\$ 124,520</b>

Subtotal:	\$	6,340,000
20% Contingency:	\$	1,270,000
<b>Total (2020 Dollars)</b>	<b>\$</b>	<b>7,610,000</b>



**NOTES & ASSUMPTIONS:**

- Unit prices for this estimate are based on recent bid tabulations for similar projects. This statement was prepared using standard cost and/or quantity estimate practices. It is understood and agreed that this is a statement of probable construction cost only, and the Engineer shall not be held liable to the Owner or to any Third Party for any failure to accurately estimate the cost and/or quantities for the project, or any part thereof.
- BOTOC assumed underneath major roads

## ***Regular Session Agenda Item: 5***

**Meeting Date:     October 19, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City of Seagoville, Texas authorizing the purchase of One Kubota Skid-Steer at a total cost of \$70,724.40 from Deen Implement Co. through the Buy Board Cooperative Purchasing Program; and providing an effective date.

### **BACKGROUND OF ISSUE:**

The Water and Sewer department is requesting council's approval to purchase a new Kubota Skid-Steer.

This purchase will provide our water and sewer department with reliable piece of equipment. This skid-steer will assist with new install jobs, repairs, clean-ups and unloading deliveries. This piece of equipment will also allow easier access to areas that larger equipment cannot go. This purchase would help to reduce maintenance for several years to come.

The quote for the purchase of this skid-steer is through (Deen Implement Co.) obtained through the Buy Board Cooperative Purchasing Program contract number (447-14).

As a friendly reminder, when purchasing goods and services through a purchasing cooperative, such as Buy Board Cooperative all purchasing requirements have been satisfied without having to obtain three (3) competitive bids.

Breakdown of the purchase as follows:

Kubota Skid-Steer base price	\$83,915.00
Buy Board Discount	\$-20,139.60
Freight Cost & PDI	\$949.00
2-year additional warranty	\$6,000
Total cost for the skid-steer is	\$70,724.40

**FINANCIAL IMPACT:**

This request purchase was presented to and approved through the 2020/2021 budget and financial meeting- \$65,774.00, additional warranty will come out of the vehicle replacement fund.

**RECOMMENDATION:**

The Water and Sewer Department recommends that Council approve this purchase to help us maintain a more reliable piece of equipment that helps to improve time management for our water and sewer department.

**EXHIBITS:**

Resolution  
Buyboard Quote  
Additional Warranty

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS**

**RESOLUTION NO. -R-2020**

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS, AUTHORIZING THE PURCHASE OF ONE KUBOTA SKID-STEER AT A TOTAL COST OF \$70,724.40 FROM DEEN IMPLEMENT CO. THROUGH THE BUY BOARD COOPERATIVE PURCHASING PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, City Administration has determined there is a need to purchase a Kubota Skid-Steer; and

**WHEREAS**, the City Council, in the FY 2020/2021 Water and Sewer Budget authorized the expenditure for a new skid-steer; and

**WHEREAS**, City Administration has determined in accordance with state law that the purchase of the above-described skid-steer that complies with City specifications can be competitively procured from Deen Implement Co. through the Buy Board Cooperative Purchasing Program; and

**WHEREAS**, the City Council of the City of Seagoville finds it to be in the public interest of the City to authorize the above-described purchase.

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

**SECTION 1.** That the City Council hereby authorizes the purchase of one skid-steer as described in the price quote attached hereto as Exhibit "A", in an amount totaling \$70,724.40 from Deen Implement Co. and authorizes the City Manager to disburse the funds.

**SECTION 2.** This resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

**DULY ORDERED** by the City Council of the City of Seagoville, Texas, this 19<sup>th</sup> day of October, 2020.

APPROVED:

---

Dennis K. Childress, Mayor

ATTEST:

---

Kandi Jackson, City Secretary

APPROVED AS TO FORM:

---

Victoria Thomas, City Attorney  
(101420VWTm118578)

**EXHIBIT "A"**  
**[Deen Implements Price Quote]**



Contract Numbers:  
 CE - #597-19  
 GM - #529-17

SVL95-2SHFC WEB QUOTE #1669870  
 Date: 5/29/2020 8:01:39 AM  
 -- Customer Information --  
 SHERMAN, JESSICA  
 CITY OF SEAGOVILLE  
 JSHERMAN@SEAGOVILLE.US  
 469-319-5027

Quote Provided By  
 DEEN KUBOTA, LLC  
 Jeff Deen  
 303 CORKY BOYD AVE  
 WILLS POINT, TX 75169  
 email: jeffd@deenimplement.com  
 phone: 9725523151

-- Standard Features --

-- Custom Options --



S Series SVL95-2SHFC  
 \*\*\* EQUIPMENT IN STANDARD MACHINE \*\*\*

**FEATURES**

Final Tier 4 Certified Kubota Diesel Engine  
 Electronic Travel Torque Management System  
 Vertical Lift Path Loader Frame  
 Standard Front Quick Coupler, Float Standard  
 Hydraulic Quick Coupler Option  
 Loader Arm Self-Leveling  
 Loader Boom Lock  
 Open ROPS/FOPS  
 Optional enclosed and pressurized cab with A/C  
 High Back, Adjustable, Vinyl, Suspension Seat  
 2" Retractable Seat Belt And 2-Piece Seat Bar  
 23.1 gpm Auxiliary Hydraulics Standard, 40.0 gpm Option  
 Direct To Tank Return Line  
 Rigid Mounted Undercarriage, 5 Lower Track Rollers  
 High Grip Rubber Tracks, 17.7" Standard  
 Two Speed Travel System  
 Automatic Wet Disk Parking Brake  
 Kubota 4 Hydraulic Pump Load Sensing System  
 3 Variable Displacement Pumps,  
 1 additional piston pump for High Flow Option  
 Hydraulic Joystick Controls  
 ISO Operating Pattern  
 Dial Knob And Foot Throttle Controls  
 Stall Guard Engine Control  
 Automatic Glow Plugs  
 Key Switch Stop System  
 Self Bleed Fuel System  
 2 Front And 2 Rear Working Lights  
 Hour Meter, Engine Temperature, DEF, And Fuel Gauges And Warning Lights  
 Horn And Backup Alarm  
 Lockable DEF Tank Cap  
 Lockable Fuel Cap  
 Radio Ready on Enclosed Cabs

**BASIC UNITS**

SVL95-2SHFC, 17.7" Rubber Tracks,  
 A/C ROPS/FOPS Cab  
 Hydraulic Quick Coupler,  
 High Flow Auxiliary Hydraulics

**OPERATIONAL DIMENSIONS**  
 Operating Weight\*, SVL95-2s, 17.7" Rubber Tracks,  
 Open ROPS/FOPS Cab,  
 Mechanical Quick Coupler 11,299 lbs.  
 Rated Operating Capacity (ROC) @ 35%  
 of Tipping Load complies with ISO 14397-1 and SAE J 818) 3,200 lbs.  
 Rated Operating Capacity (ROC) @ 50%  
 of Tipping Load 4,572 lbs.  
 Tipping Load 9,143 lbs.  
 Auxiliary Hydraulics Flow 23.1 / 40.0 gpm  
 Travel Speed (Low / High) 5.0 / 7.3 mph  
 Reach @ Maximum Height 40.7" Height to Hinge Pin 128.6" Ground Pressure 4.4 psi. Traction Force 12,178 lbf.

\* Includes operator's weight, 175 lbs.

**ENGINE**

V3800-Tier 4 Kubota Final Tier 4 Diesel Engine  
 4 Cylinder, 4 Cycle, Turbo Charged  
 96.0 Gross HP @ 2400 rpm

**DIMENSIONS**

Cab Height 83.4"  
 Width (without attachment) 77.2"  
 Length (without attachment) 123.5"  
 Length of Track on Ground 65.6"

SVL95-2SHFC Base Price: \$82,047.00

(1) 80" HEAVY DUTY LOW PROFILE LONG FLOOR BUCKET (20.9 CU-FT) W/TEETH  
 AP-HD80LLT-80" HEAVY DUTY LOW PROFILE LONG FLOOR BUCKET (20.9 CU-FT) W/TEETH

(1) REAR VIEW MIRROR KIT \$22.00  
 S6641-REAR VIEW MIRROR KIT

(1) HOSE STAY \$98.00  
 S6689-HOSE STAY

**Configured Price: \$83,915.00**

**BUY BOARD Discount: (\$20,139.60)**

**SUBTOTAL: \$63,775.40**

**Dealer Assembly: \$34.00**

**Freight Cost: \$665.00**

**PDI: \$250.00**

Total Unit Price: \$64,724.40

Quantity Ordered: 1

Final Sales Price: \$64,724.40

**Purchase Order Must Reflect the Final Sales Price**

**To order equipment – purchase orders must be made out and returned to:**

**Kubota Tractor Corporation  
 Attn: National Accounts  
 1000 Kubota Drive  
 Grapevine, TX 76051  
 or email [NA.Support@kubota.com](mailto:NA.Support@kubota.com)  
 or call 817-756-1171 or fax 844-582-1581**

\*All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price. All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

## ***Regular Session Agenda Item: 6***

**Meeting Date:     October 19, 2020**

### **ITEM DESCRIPTION:**

Discuss and consider approving a Resolution of the City Council of the City of Seagoville, Texas authorizing the purchase of an Advanced EnviroSight Camera System, including equipment and provision of related technical support for the system, from Green Equipment Company in an amount not to exceed One Hundred Seventy Four Thousand, Two Hundred Ninety One Dollars and Eighty Five Cents (\$174,291.85); authorizing the City Manager to execute an Agreement and any documents necessary; providing a severability clause; providing a repealing clause; and providing an effective date.

### **BACKGROUND:**

The City currently has a dated push camera system that is not capable of inspecting main lines, it only can inspect service lines. The EnviroSight camera system is a complete 14ft trailer outfitted with a 1000ft main line camera, 200ft push camera for service lines, a 16ft pole camera, kit to also run the main line camera in storm sewer lines and a point repair system. The point repair system will allow the city to make repairs from inside the sewer line, this will save time and money on sewer main repairs. The camera system will also allow the City to save money on camera work that is currently being contracted out and better serve the citizens of Seagoville.

### **FINANCIAL IMPACT:**

The requested agreement presented to and approved through the FY2020-2021 budget.

### **RECOMMENDATION:**

The Water/Sewer Department recommends that Council approve this agreement.

### **EXHIBITS:**

Resolution  
Exhibit "A" HGAC contract  
Exhibit "B" EnviroSight Overview

**A RESOLUTION OF THE CITY OF SEAGOVILLE, TEXAS  
RESOLUTION NO. \_\_-R-2020**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEAGOVILLE, TEXAS AUTHORIZING THE PURCHASE OF AN ADVANCED ENVIROSIGHT CAMERA SYSTEM, INCLUDING EQUIPMENT AND PROVISION OF RELATED TECHNICAL SUPPORT FOR THE SYSTEM, FROM GREEN EQUIPMENT COMPANY IN AN AMOUNT NOT TO EXCEED ONE HUNDRED SEVENTY-FOUR THOUSAND, TWO HUNDRED NINETY-ONE DOLLARS AND EIGHTY-FIVE CENTS (\$174,291.85); AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT AND ANY DOCUMENTS NECESSARY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Seagoville has entered into an interlocal agreement with the Houston-Galveston Area Council (“HGACBuy”) under the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Subchapter F, Chapter 271, Texas Local Government Code, under which HGACBuy acts as purchasing agent for the purchase of various goods and services through the competitive bidding process, providing access to volume purchasing and discounts; and

**WHEREAS**, HGACBuy identifies Green Equipment Company, as a local distributor and provider of technical support for the envirosight camera system; and

**WHEREAS**, City desires to purchase from Green Equipment Company an envirosight camera system as more fully described in Exhibit “A” attached hereto; and

**WHEREAS**, the City Council for the City of Seagoville, Texas has determined it to be in the best interest of the City to authorize the City Manager to execute the Agreement attached hereto as Exhibit “A” and any other documents necessary to authorize the purchase from Green Equipment Company of the envirosight camera system described in Exhibit “A” including purchase of equipment, and technical support related thereto.

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

**SECTION 1.** The City Manager is hereby authorized purchase from Green Equipment Company the envirosight camera system described in Exhibit “A” attached hereto, including equipment and provision of related technical support for the system for an amount not to exceed one hundred seventy-four thousand, two hundred ninety-one dollars and eighty-five cents (\$174,291.85), and to execute all documents necessary to effect the same.

**SECTION 2.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this Resolution, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said Resolution which shall remain in full force and effect.

**SECTION 3.** That all provisions of the Resolutions of the City of Seagoville, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions of the Resolutions of the City not in conflict with the provisions of this Resolution shall remain in full force and effect.

**SECTION 4.** This resolution shall take effect immediately from and after its passage and it is accordingly resolved.

**DULY PASSED AND APPROVED** by the City Council of the City of Seagoville, Texas, this the 19th day of October, 2020.

**APPROVED:**

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Dennis K. Childress, Mayor

**ATTEST:**

---

Kandi Jackson, City Secretary

**APPROVED AS TO FORM:**

---

Victoria Thomas, City Attorney  
(101420vwtTM118579)

**EXHIBIT "A"**



## Contract Pricing Worksheets

Rev 02-05-07

**NOTE:** Purchase Orders are not valid unless a copy of the completed worksheet and the customer's order are faxed to HGACBuy at:  
713-993-4548

This Workbook contains three versions of HGACBuy's Contract Pricing Worksheet. One is for Standard Equipment / Services, one is for Catalog or Price Sheet type purchases, and the third is for Motor Vehicles only. See tabs at bottom to select appropriate Worksheet.

Please contact H-GAC staff about use of the worksheets if you have any questions.  
Toll Free - 800.926.0234

**questions.**



**CONTRACT PRICING WORKSHEET**  
For Standard Equipment Purchases

Contract No.:

SC01-18

Date Prepared:

10/7/2020

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.**

Buying Agency:	City of Sesagoville	Contractor:	Green Equipment Company
Contact Person:	Chris Ryan	Prepared By:	Jimmy Fougerousse
Phone:		Phone:	817-247-5039
Fax:		Fax:	
Email:	cryan@seagoville.us	Email:	jimmyfougerousse@greenequipco.com

Product Code:	E-019	Description:	Rovver X Basic Truck System
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**A. Product Item Base Unit Price Per Contractor's H-GAC Contract:** 72,611

**B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable**  
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
E-000-0036-00 - Tyger Tail	67.9	14' Tandem Axle Custom Built Trailer	42,879.00
E-000-035-00 Top Hole Roller	333.35		
E-080-0709-00 Small Carbide Wheels (4)	1,736.00	QL VP-150-200 - Quick Lock Packer (6-8")	4,023.35
E-080-0711-00 Med carbide Wheels (4)	2,287.60	QL VP 200-300 -Quick Lock Packer (8-12")	6,228.43
E-569-0900-00 Crawler Extension Carrier	10,460.00	QL-6 Sleeve - 6 Inch Stainless sleeve	515.74
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal B:</b>	68531.37

**C. Unpublished Options - Itemize below - Attach additional sheet if necessary**  
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
<b>200' Push Camera System</b>	9,250.00		
RD 7100 Locating kit	3,872.00		
Quick Lock Accessories	1,227.48		
Quick View HD Pole Camera	16,000.00		
		<b>Subtotal From Additional Sheet(s):</b>	
		<b>Subtotal C:</b>	30349.48

**Check:** Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 22%

**D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)**

Quantity Ordered:	1	X Subtotal of A + B + C:	171491.85	=	<b>Subtotal D:</b>	171491.85
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**E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges**

Description	Cost	Description	Cost
Transport Delivery & Shipping	2,800.00		
	0		
		<b>Subtotal E:</b>	2800

**Delivery Date:** **30 Days** **F. Total Purchase Price (D+E):** 174291.85





# Seagoville, Texas

**to:** Chris Ryan, City of Seagoville  
**address:** Seagoville, Texas  
**re:**  
**date:** Oct 7, 2020



# The Value of Insight

**The only thing standing between you and a sewer failure is insight.** For more than 15 years, Envirosight has been perfecting technologies that capture critical insight about pipe condition. Customers across North America depend on this insight to maintain their infrastructure.

Understanding pipe condition demands insight that is detailed, comprehensive and current. Envirosight makes it possible with equipment that is:

- **Reliable**, so your inspection crew can maximize their productivity and minimize unplanned costs and downtime
- **Designed for safety**, helping you avoid confined space entry, reducing your traffic exposure, and wieldy enough to help you avoid strain and injury.
- **Agile**, so you can overcome obstacles and gather data from deep inside pipes.
- **Precise**, so you can better document, measure, understand and explain pipe condition.

Envirosight delivers these advanced capabilities through the industry's largest network of sales partners, each offering personalized training, support and service at a regional level.



**Envirosight**



sewer inspection technology

# Meet Envirosight

Envirosight focuses exclusively on technologies to assess pipe condition.

We've redefined expectations for pipe inspection crawlers by offering the first steerable six-wheel-drive design, the first fully modular setup that adapts to pipe conditions, and the first digital system to support onboard reporting, online feature updates and cloud-based data sharing.

We've also pioneered entirely new technologies, like zoom inspection and HD video nozzles. These help users gain a comprehensive understanding of pipe



condition with less time and effort, and integrate seamlessly with existing processes.

And we've developed innovative workflows, such as the Phased Assessment Strategy for Sewers (PASS), that help municipalities get more out of their inspection programs.

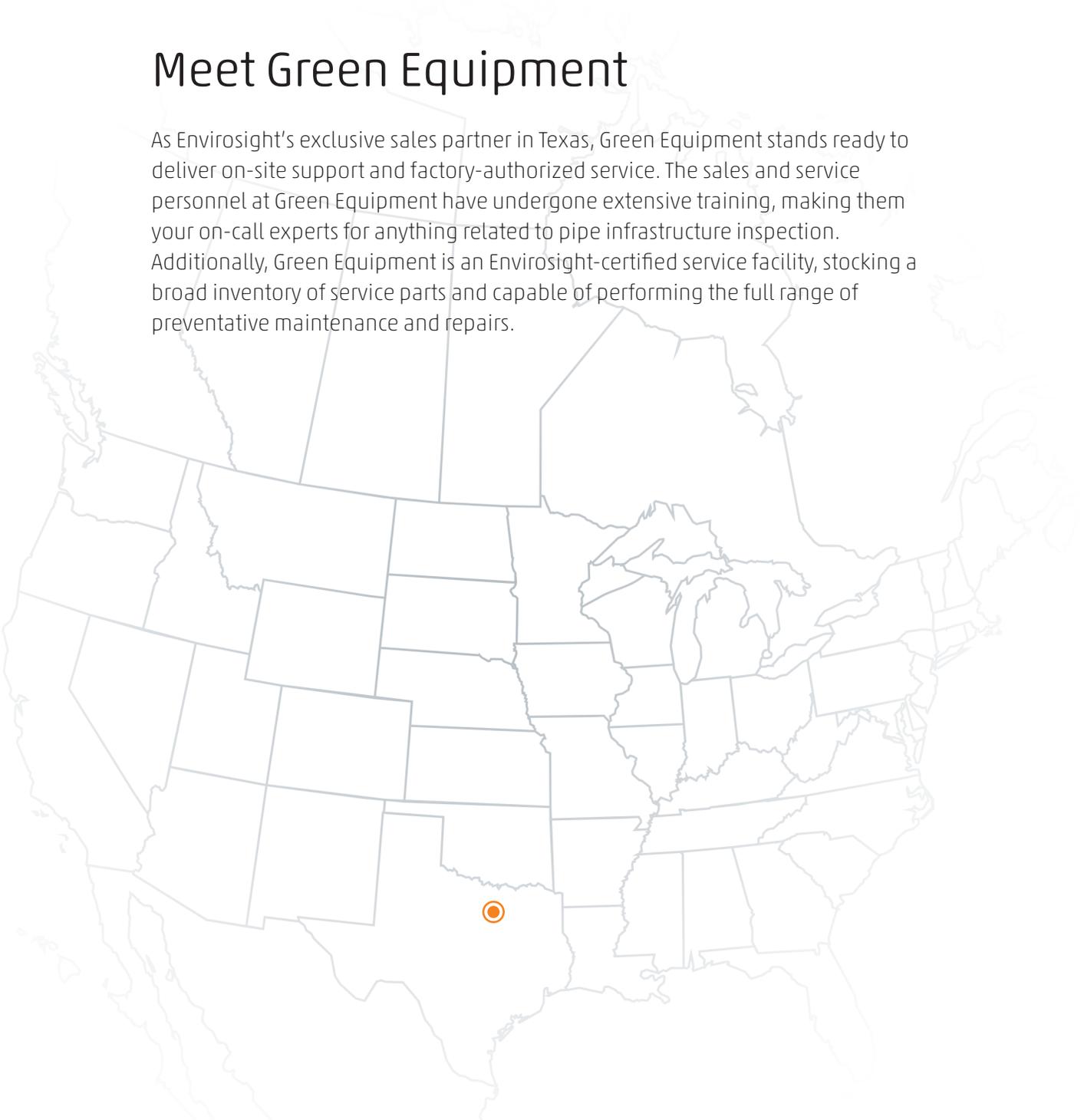


**Envirosight**

sewer inspection technology

# Meet Green Equipment

As EnviroSight's exclusive sales partner in Texas, Green Equipment stands ready to deliver on-site support and factory-authorized service. The sales and service personnel at Green Equipment have undergone extensive training, making them your on-call experts for anything related to pipe infrastructure inspection. Additionally, Green Equipment is an EnviroSight-certified service facility, stocking a broad inventory of service parts and capable of performing the full range of preventative maintenance and repairs.



**EnviroSight**



sewer inspection technology

# Commitment to Support

At Envirosight, we know equipment is only as successful as the team that stands behind it. Our product, service and support specialists deliver industry-leading:



**Training:** When your personnel are properly trained, your productivity goes up and the risk of injury and equipment damage goes down. You can expect operator and service training—at no charge—when your equipment is delivered, when you hire new operators, and whenever a refresher is needed.



**Technical Support:** Don't let challenging applications, unfamiliar features and compatibility issues slow you down. Our technical support team is standing by to help you work through whatever challenges arise.



**Service:** When you need scheduled maintenance or emergency repair, count on our factory-trained technicians to deliver guaranteed workmanship with rapid turnaround.



**ENVIROSIGHT**

sewer inspection technology

# Solution Overview: ROVER X

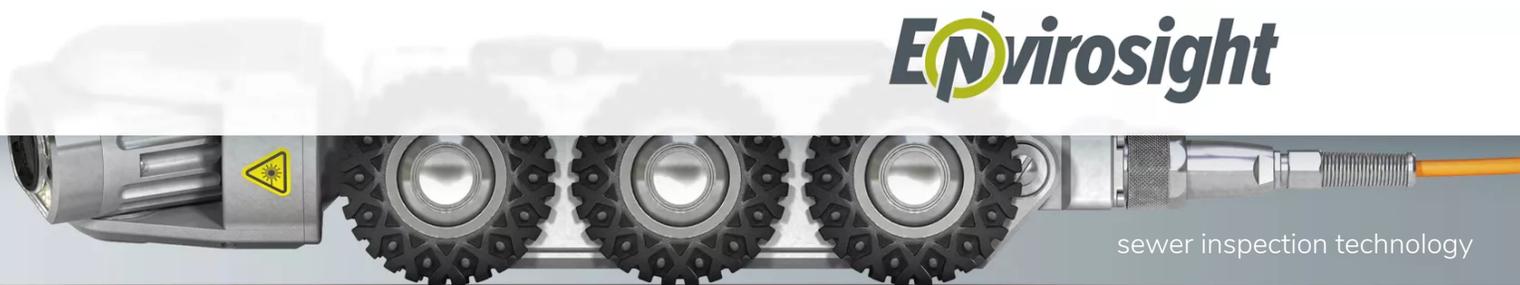
The one crawler system that makes inspecting pipes simple for beginners, while delivering the capability and productivity larger operations demand.

- Steerable 6-wheel drive
- Modular design for versatility
- Auto-updating controls with self-diagnostics
- Lateral launch, side-scan and laser options
- WinCan VX software included



[technical details attached](#)

## Deliverables & Pricing



**Envirosight**

sewer inspection technology

qty	part no.	item	amount	Subtotal
1	E-RX-SYS-Basic-18	Rover X Basic Mainline Inspection System  System includes VC500 Controller with Vision Report Software installed, RAX300 Automatic Cable Reel with 300M (1000ft) cable, wireless remote controller, reel mounting frame, emergency stop cable, RX130 Quick Change version crawler with 3 sets of rubber wheels for 6" to 12" pipe diameter. RCX90 pan, tilt, zoom camera, Pressurization Kit, and Wincan VX entry license.	\$72,611	<b>\$72,611</b>
1	E-000-0036-00	Tyger Tail  For cable protection from manhole bottom pipe entry	\$67.9	<b>\$68</b>
1	E-000-0035-00	Top Manhole Roller	\$333.35	<b>\$333</b>
4	080-0709-00	HMS Wheel D85x18 / d12 QCD (Sm Aggressive)	\$434	<b>\$1,736</b>
4	080-0711-00	HMS Wheel D120x31 / d12 QCD (Md Aggressive)	\$571.9	<b>\$2,288</b>



**Envirosight**



sewer inspection technology

1	14' Trailer Gas Generator Build	Preferred Build per Specifications Includes 14' Tandem Axle Trailer and Preferred Buildout	\$42,879	<b>\$42,879</b>
1		200' Push Camera system.	\$9,250	<b>\$9,250</b>
1		Transport & Shipping	\$2,800	<b>\$2,800</b>
1		Radiodetection Locate Kit. Includes RD 7100 Receiver, Transmitter & carry case.	\$3,872	<b>\$3,872</b>
1		Quick Lock Point Repair System Includes: 6" and 8" Packer	\$11,995	<b>\$11,995</b>
1	E-QV-SYS-AIRHD	Quickview airHD Camera Inspection System Complete system includes WIFI enabled camera head, 2 batteries, battery charger, 16' collapsible pole, 6' pole extension, spring standoff, and bipod.	\$16,000	<b>\$16,000</b>
1	569-0900-00	RX Carriage RX QCD Extension Carriage with 4 Balloon Wheels	\$10,460	<b>\$10,460</b>



**Envirosight**



sewer inspection technology



total: **\$174,292**

projected delivery: **30-45 Days**

FOB: **[FOB]**

terms: **[terms]**

subject to terms and conditions listed on next page



**Envirosight**

sewer inspection technology

## Terms & Conditions

**Notes:** This proposal may be withdrawn if not accepted within 30 days. All equipment remains the property of the seller until the sum stated herein is paid in full. We propose to furnish labor and material, complete in accordance with the above specifications, and subject to the conditions found in this agreement, for the sum stated herein in accordance with the terms as specified:

**Expiration Period:** 30 Days

**Payment Terms:** [Payment Terms]

**FOB:** [FOB]

**Currency:** [Currency]



**Envirosight**

sewer inspection technology

## Warranty

Envirosight LLC (Envirosight) guarantees this product to be free from defects in materials and manufacturing. Envirosight's obligation under this Warranty shall be limited to the repair or exchange of any part or parts thereof which may prove to be defective under normal use and service within one (1) years from the date of original purchase and which our examination, at our facility, shall disclose, to our satisfaction, to be defective. This Warranty is expressly in lieu of all other warranties, express or implied, including the warranties of merchantability and fitness for use and of all other obligations or liabilities on our parts, and we neither assume nor authorize any other person to assume for us, any other liability in connection with the sale of Envirosight's equipment. This Warranty shall not apply to any equipment that has been subject to accident, negligence, alteration, abuse, unauthorized repair, improper storage or other misuse. This Warranty applies only to the original purchaser and cannot be assigned or transferred to any third party without express written consent of Envirosight. The warranty does not apply to expendable items or normal wear and tear or failure due to overheating or radiation exposure. Additionally, Envirosight assumes no responsibility, either expressed or implied, regarding the improper usage of this equipment or interpretation of test data derived from this product. Envirosight's responsibility and obligations, in all cases, are limited strictly to the repair and/or replacement cost as outlined above. This warranty shall be governed by the laws of the State of New Jersey. Note: In the event that the equipment cannot be returned to Envirosight, for whatever reason, the customer agrees to pay for all travel and living expenses incurred to have an Envirosight LLC representative evaluate, assess or affect a field warranty repair.

Envirosight is not responsible for shipping costs. After receiving and evaluating the product, Envirosight's product manager will contact you to discuss the warranty claim.



**Envirosight**

sewer inspection technology

**Envirosight**



## The Power of One

Safe, Easy and Advanced Inspection Crawler



# ROVER X

## The Power of One

ROVER X is the one system that lets you do everything—control inspections, view and record digital video, log observations, generate reports, and link directly to asset-management software. All this capability is packed into a simple three-piece layout, with no CCU or other components to clutter your truck.

ROVER X is built on a powerful digital backbone. Not only can you add side-scanning, laser profiling and lateral launch, you can view status from onboard sensors, automate tasks with macros, and measure defects on-screen. And future capabilities are limitless—ROVER X's firmware updates automatically to the latest features and accessory support.

Technology aside, ROVER X is built for the rigors of sewer work. Twelve wheel options—plus camera lift, carriage and lamp accessories—mean ROVER X transforms in seconds to inspect any line. Its steerable six-wheel drive navigates past obstacles, and overlapping wheels climb offsets better than tracks.

# ROVVER X

## Responsive Controls

Control multiple camera and crawler functions at once. • View live and recorded video directly on controller. • Enhance productivity with custom controls. • Use macros to automate inspection tasks like joint scanning. • Access specialized functions using intuitive touchscreen interface.



camera controls

crawler/reel controls

## Recording

Store digital video and images, and export them via USB media or network port. • Review footage directly onscreen.

## Reporting

Log observations on touchscreen. • Use standard or custom defect catalogs. • Generate simple reports, or use WinCan for full reporting. • Overlay text on video without external hardware. • View system status and operating history.



observation entry



manhole-to-manhole report



incline report



WinCan export



system status

# Envirosight



## Remote Control

Supplied standard, this single-channel wireless remote lets you control camera, crawler, lift and reel.

## Visibility

Capture superior video resolution. • Illuminate distant targets with 50% brighter LED light. • Boost illumination in large pipelines with auxiliary lamp. • See above flow with high-mount rear-view camera, plus additional rear-view camera on auxiliary lamp.



## Adaptability

Remotely adjust camera height over 7" range with lift accessory. • Handle pipe of any size, material and condition with 12 wheel options. • Extend height and wheelbase with carriage accessory for pipelines up to 72" diameter.



## Maneuverability

Control any number of camera and crawler functions at once. • Pivot in place with zero-degree turning. • Use macros to automate tasks (like joint scanning). • Avoid high-centering on offsets and debris with overlapping wheels.



## Range

Crawl up to 1000' with standard reel. • Overcome obstacles with unmatched maneuverability and power. • Prevent tangles and maximize range with cable tension control. • Control reel direction, force, speed and mode directly from pendant.



## Measurement

Track pipe grade with inclinometer. • Monitor temperature/pressure with onboard sensors. • Locate crawler using built-in sonde. • Easily add laser profiling and side-scanning. • Size defects with twin lasers. • Avoid flips with warnings from roll sensor.



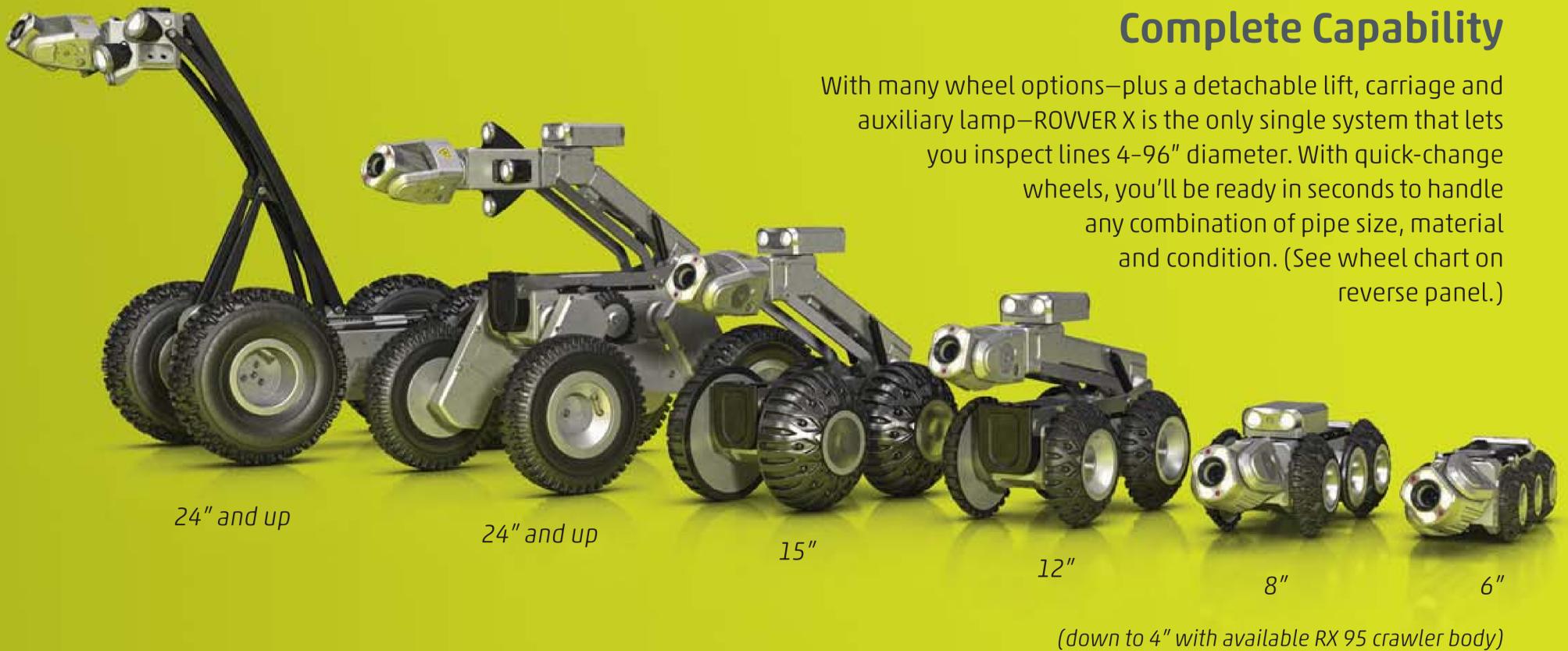
## Field-Readiness

Inspect from truck, pickup or ATV using simple 3-component system. • Run off generator or inverter. • Inspect pipelines 6-72" diameter with single, reconfigurable crawler. • Store 1000' of strong, lightweight cable on compact, automated reel. • Transport system in compact, weatherproof enclosure.



## Complete Capability

With many wheel options—plus a detachable lift, carriage and auxiliary lamp—ROVER X is the only single system that lets you inspect lines 4–96" diameter. With quick-change wheels, you'll be ready in seconds to handle any combination of pipe size, material and condition. (See wheel chart on reverse panel.)



## Power to Maneuver

ROVER was the first crawler with steerable 6-wheel drive, giving operators the agility to navigate past obstacles that stop other crawlers.

ROVER X adds to that legacy with CAN-bus controls, which allow you to perform multiple functions at once. Now you can steer while panning the camera and adjusting camera lift height. Proportional joysticks give you fine control over speed and direction, and also let you pivot in place.



## Many Ways to Inspect



► **Digisewer.** Generate side-scans that capture every detail from pipe wall. With Digisewer, you can inspect three times faster than with CCTV—at a cost and learning curve anyone can manage. With the Digisewer laser ring, you can also measure pipe ovality.

◀ **Laser.** Onboard lasers can be used to measure defects and ovality. With an optional laser profiling accessory attached, WinCan's laser module can track cross-section along the pipe to determine ovality and create a geometric model.

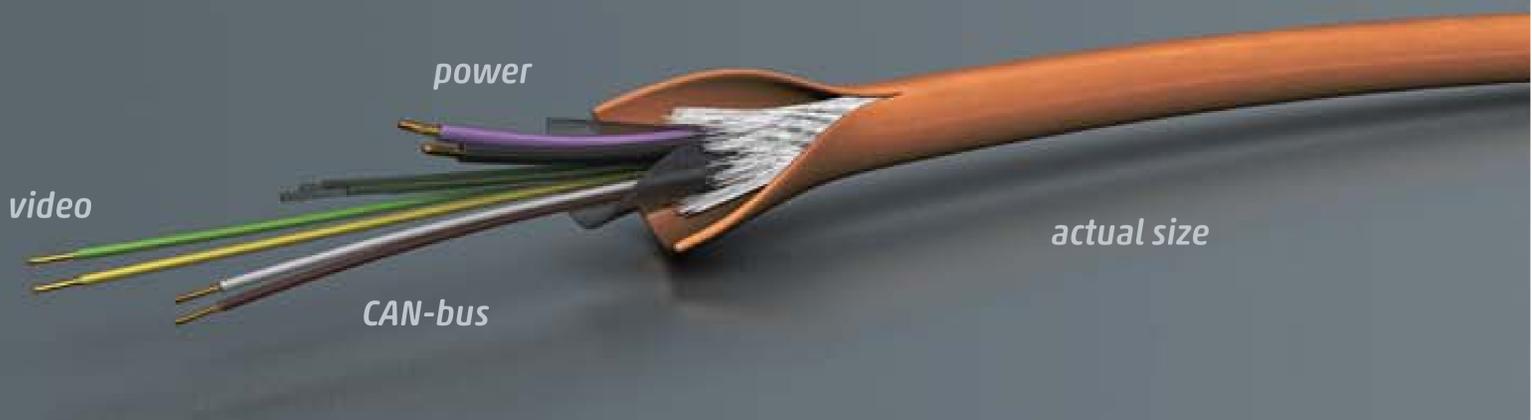
► **Lateral Launch.** The ROVER X SAT lateral launch add-on lets you inspect laterals from a mainline, ideal for finding gas line cross-bores and illicit flows. It integrates with any existing ROVER X system, reducing cost and equipment clutter.

## Onboard Intelligence

ROVVER X uses CAN-bus, the same technology found in modern automobiles. This gives it capabilities not available anywhere else:

**Automatic Updates:** When connected to the Internet, the pendant updates its firmware automatically, ensuring the latest features.

**Concurrent Control:** Digital communications let you control any number of camera, crawler and accessory functions at once.

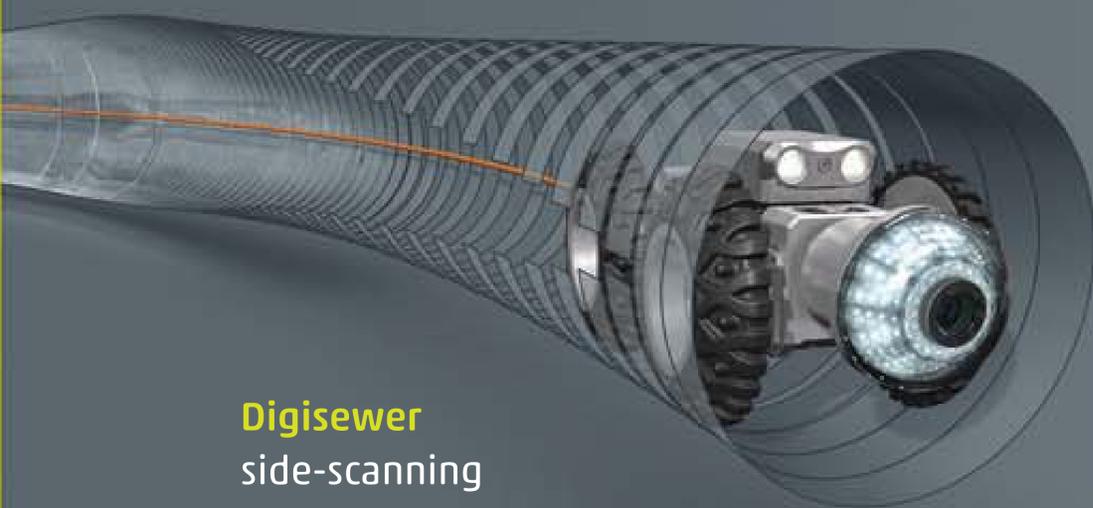


**Agility & Uptime:** With only six conductors, lightweight ROVVER X cable is easy to pull long distances, and also easy to reterminate. Kevlar gives it a 1000-lb. break strength, and a tough jacket maximizes abrasion resistance.

**Future-Readiness:** ROVVER X evolves with technology, which means its capabilities can grow with your needs.

**Information:** Access system status, from real-time sensor data to lifetime service and operating history.

**Self-Diagnostics:** Connect to a PC with ROVVER X Studio, and our technicians can log in to read error codes and run diagnostics.



**Digisewer**  
side-scanning



**SAT**  
lateral launch

# Quick-Change Wheels

Swapping in seconds with no tools, ROVER X quick-change wheels address any combination of pipeline diameter, material and condition.



## system

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*ratings* ..... CE, NRTL  
*power* ..... 120-240 Vac, 60 Hz  
*viewing capability* ..... pipelines 4–96" dia.

## camera (RCX90)

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*imager* ..... color 1/4" CCD  
*resolution* ..... 720 × 576 pixels  
*zoom lens* ..... 120× (10× optical, 12× digital)  
*pressure rating* ..... 1 bar  
*features* ..... auto shutter; auto/manual focus  
*illumination* ..... dimmable 40-LED array  
*articulation* ..... ±145 deg tilt; infinite pan  
*measurement* ..... twin laser diodes  
*sensing* ..... temperature, pressure, pan/tilt  
*size* ..... 6.6" × 3.1" × 2.8" (168 × 81 × 72 mm)  
*weight* ..... 3.3 lb (1.5 kg)  
*materials* ..... aluminum, stainless steel

## crawler (RX130)

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*wheels* ..... 6  
*turn radius* ..... down to 0.0"  
*camera* ..... color rear-view with tri-LED lamp  
*sensors* ..... pitch, roll, temperature, pressure  
*pressure rating* ..... 1 bar  
*size* ..... 12.2" × 4.4" × 3.2" (310 × 111 × 90 mm)  
*weight* ..... 13.2 lb (6 kg)  
*materials* ..... aluminum, stainless steel  
*sonde transmitter* ..... 33 kHz / 512 Hz

## control pendant (VC200)

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*controls* ..... twin joysticks; push-button controls (power, lamp intensity, camera lift, zoom, focus, reel mode, pull force, crawl speed/direction); 10 soft keys; touchscreen  
*touchscreen* ..... 8.4" color (800×600 pixels)  
*video capture* ..... MPEG-4 (H.266)  
*image capture* ..... JPEG  
*storage* ..... external USB; internal flash (64 GB)  
*connectivity* ..... Ethernet  
*size* ..... 13.5" × 9.3" × 3" (342 × 236 × 75 mm)  
*weight* ..... 4.4 lb (2 kg)  
*firmware* ..... VisionControl (auto-updating)  
*bundled software* ..... VisionReport

## aux. lamp (optional)

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*lamps* ..... four (4) tri-LED lamps  
*dimensions* ..... 4.6"×5.2"×5.2" (117×132×132 mm)  
*materials* ..... aluminum, stainless steel



## cable reel (RAX300)

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*cable length* ..... 1000' (300 m)  
*cable diameter* ..... 1/4" (6.5 mm)  
*cable weight* ..... 0.03 lb/ft  
*cable strength* ..... 1000 lb  
*cable conductors* ..... 6  
*controls (local)* ..... power, emergency stop  
*controls (via pendant)* ..... auto/manual, speed, forward/reverse, pull strength  
*sensors* ..... tension, tilt  
*size* ..... 24.2"×12.4"×19.3" (620×315×490 mm)  
*weight* ..... 68.3 lb (31 kg)  
*connections* ..... pendant, service, video in/out

## camera lift (optional)

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*lift range* ..... 3.1–10.2" (132–312 mm)  
*materials* ..... aluminum, stainless steel

## carriage (optional)

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*wheelbase (w/l)* ..... 14.5"/12.2" (368/310 mm)  
*weight* ..... 34.2 lb (15.5 kg)  
*materials* ..... aluminum, stainless steel

## aux. lamp/rear camera (optional)

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*forward illumination* ..... twin tri-LED lamps  
*camera* ..... color rear-view with tri-LED lamp  
*sonde transmitter* ..... 33 kHz / 512 Hz  
*materials* ..... aluminum, stainless steel

## basic system

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- RX130 crawler body
- RCX90 camera head
- RAX300 reel with 1000' cable
- VC200 control pendant
- VisionReport software
- WinCan VX software (basic)
- single-channel digital wireless remote control
- small rubber wheels (6)
- medium rubber wheels (4)
- medium grease wheels (4)
- climber wheels (2)
- large rubber wheels (4)
- crawler body transport case
- camera head transport case
- tools (wrenches, pressure kit)

## options/accessories

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- laser profiler
- DigiSewer side-scan camera
- lateral launch crawler/reel
- remote camera lift
- large-pipe carriage
- large- and small-dia. crawlers
- aux. lamp/rear-view camera
- desktop mount for pendant
- USB media for pendant
- wheel sets (see chart on flap)
- cable management accessories
- lowering devices
- WinCan VX software (advanced)
- other accessories



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## ***Regular Session Agenda Item: 7***

**Meeting Date:     October 19, 2020**

### **ITEM DESCRIPTION:**

Receive Councilmember Reports/ Items of Community Interest

### **BACKGROUND OF ISSUE:**

Section 551.0415 of the Texas Government Code authorizes a quorum of the governing body of a municipality or county to receive reports about items of community interest during a meeting without having given notice of the subject of the report if no action is taken. Section 551.0415 defines an “item of community interest” to include:

- (1) expressions of thanks, congratulations, or condolence;
- (2) information regarding holiday schedules;
- (3) an honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in status of a person’s public office or public employment is not an honorary or salutory recognition for purposes of this subdivision;
- (4) a reminder about an upcoming event organized or sponsored by the governing body;
- (5) information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the political subdivision; and
- (6) announcements involving an imminent threat to the public health and safety of people in the political subdivision that has arisen after the posting of the agenda.

### **FINANCIAL IMPACT:**

N/A

### **RECOMMENDATION:**

N/A

### **EXHIBITS:**

N/A

## *Regular Session Agenda Item: 8*

**Meeting Date:    October 19, 2020**

**ITEM DESCRIPTION:**

Future Agenda Items

**BACKGROUND OF ISSUE:**

Council provides direction to staff regarding future agenda items. These items will not be discussed and no action will be taken at this meeting.

**FINANCIAL IMPACT:**

N/A

**RECOMMENDATION:**

N/A

**EXHIBITS:**

N/A