

CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

Vicki McKenzie, Mayor Pro Tem
Position 3 At-Large
Bert Lyle, Position 1 At-Large
Karen Denman, Position 2 At-Large
Pat Graham, Position 4 At-Large



Tore Fossum, Ward 1
Casey Cox, Ward 2
Anissa Antwine, Ward 3
Jon Strong, Ward 4

**HUNTSVILLE CITY COUNCIL AGENDA
TUESDAY, FEBRUARY 20, 2024**

**WORKSHOP 5:00 P.M. - Staggs Community Room
REGULAR SESSION 6:00 P.M. - Staggs Community Room**

Huntsville Public Library, 1219 13th Street, Huntsville, Texas, 77340

Persons with disabilities who plan to attend this meeting and may need auxiliary aids or services are requested to contact the City Secretary's office (936.291.5413) two working days prior to the meeting for appropriate arrangements.

WORKSHOP (5:00 p.m.)

DISCUSSION

- a.** Review the 2024 Draft Strategic Plan
Aron Kulhavy, City Manager

MAIN SESSION (6:00 p.m.)

CALL TO ORDER

INVOCATION AND PLEDGES - *U.S. Flag and Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*

PROCLAMATION

PRESENTATIONS

PUBLIC HEARING

1. CONSENT AGENDA

The presiding officer will call for public comments before action is taken on these items. *(Approval of Consent Agenda authorizes the City Manager to implement each item in accordance with staff recommendations. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion by request of a member of Council.)*

- a.** Consider approving the Minutes from the February 6, 2024, Regular City Council Meeting.
Kristy Doll, City Secretary
- b.** Consider approving the Minutes from the January 29, 2024, City Council Strategic Planning Workshop.
Kristy Doll, City Secretary
- c.** Consider approving the Minutes from the January 30, 2024, City Council Strategic Planning Workshop.

Kristy Doll, City Secretary

- d. Consider adoption of Ordinance 2024-1 to amend the budget for FY 23 - 24 and/or CIP Project Budgets
Steve Ritter, Finance Director
- e. Consider authorizing the City Manager to enter into an agreement with Walter P. Moore and Associates, Inc. for professional engineering services for the FY 23-24 CIP Waterline Replacement Project.
Kathlie Jeng-Bulloch, City Engineer
- f. Consider authorizing the City Manager to enter into an agreement with Aurora Technical Services for professional engineering services for the FY 23-24 CIP Waterline Replacement Project.
Kathlie Jeng-Bulloch, City Engineer
- g. Consider authorizing the City Manager to enter into an agreement with Pape–Dawson Engineers for professional engineering services for the FY 23-24 CIP Waterline Replacement Project.
Kathlie Jeng-Bulloch, City Engineer
- h. Consider authorizing the City Manager to award a contract for the installation of Lightning Protection at Palm Street Water Plant.
Brent Sherrod, Public Works Director
- i. Consider ratifying the award of a contract for the emergency purchase of new pumping equipment and installation at Water Well 20 located at 255 Broadmoor Dr to Smith Pump Company, Inc.
Brent Sherrod, Public Works Director
- j. Consider Resolution 2024-8 authorizing the City Manager to apply for and accept, if awarded, funding under the 2024-2025 Flood Infrastructure Fund (FIF), Texas Water Development Board, for the Huntsville Master Drainage Plan.
Kathlie Jeng-Bulloch, City Engineer

2. STATUTORY AGENDA

- a. Consider authorizing the City Manager to enter into an agreement with Freese and Nichols, Inc. for professional engineering services for the FY22-23, and FY23-24 CIP Condition and Capacity Assessment of the Water Masterplan and Wastewater Masterplan & Model Updates.
Kathlie Jeng-Bulloch, City Engineer
- b. Consider approving Resolution 2024-7, approving a bond resolution of the Trinity River Authority; and authorizing the execution and delivery of “Trinity River Authority of Texas - First Amendment - Huntsville Regional Water Supply System Contract”
Aron Kulhavy, City Manager
Steve Ritter, Finance Director
Kathlie Jeng-Bulloch, City Engineer
Brent Sherrod, Public Works Director

3. CITY COUNCIL/MAYOR/CITY MANAGER

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

5. ITEMS OF COMMUNITY INTEREST

6. EXECUTIVE SESSION

- a. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071 to receive legal advice on Cause No. 2230703, City of Huntsville vs. Architects Design Group/ADG, Inc. in the 278th District Court, Walker County, Texas.
Leonard Schneider, City Attorney

7. RECONVENE

Take action on item discussed in executive session, if needed.

ADJOURNMENT

*If during the course of the meeting and discussion of any items covered by this notice, City Council determines that a Closed or Executive session of the Council is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 – consultation with counsel on legal matters; 551.072 – deliberation regarding purchase, exchange, lease or value of real property; 551.073 – deliberation regarding a prospective gift; 551.074 – personnel matters regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; 551.076 – implementation of security personnel or devices; 551.087 – deliberation regarding economic development negotiation; Sec. 551.089 - deliberation regarding security devices or security audits; and/or other matters as authorized under the Texas Government Code. If a Closed or Executive session is held in accordance with the Texas Government Code as set out above, the City Council will reconvene in Open Session to take action, if necessary, on the items addressed during Executive Session.

CERTIFICATE

I, Kristy Doll, City Secretary, do hereby certify that the above notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website, www.HuntsvilleTX.gov, in compliance with Chapter 551, Texas Government Code.

DATE OF POSTING: February 16, 2024

TIME OF POSTING: 9:00 a.m.

TAKEN DOWN:

Kristy Doll

Kristy Doll, City Secretary



CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: a.

Agenda Item: Review the 2024 Draft Strategic Plan

Initiating Department/Presenter: City Manager

Presenter:

Aron Kulhavy, City Manager

Recommended Motion: Not applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Kristy Doll

Associated Information:



CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: 1.a.

Agenda Item: Consider approving the Minutes from the February 6, 2024, Regular City Council Meeting.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the February 6, 2024, Regular City Council Meeting.

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Kristy Doll

Associated Information:

1. February 6, 2024 City Council Minutes

MINUTES FROM THE HUNTSVILLE CITY COUNCIL REGULAR MEETING HELD ON THE 6th DAY OF FEBRUARY 2024, AT THE HUNTSVILLE PUBLIC LIBRARY, LOCATED AT 1219 13th STREET, IN THE CITY OF HUNTSVILLE, COUNTY OF WALKER, TEXAS, AT 6:00 P.M.

The Council met in a workshop and regular session with the following:

COUNCILMEMBERS PRESENT: Mayor Humphrey, Mayor Pro Tem McKenzie, Councilmember At-Large Position 1 Lyle, Councilmember Ward 1 Fossum, Councilmember At-Large Position 2 Denman, Councilmember Ward 2 Cox, Councilmember Ward 3 Antwine, Councilmember At-Large Position 4 Graham, Councilmember Ward 4 Strong

COUNCILMEMBERS ABSENT: None

OFFICERS PRESENT: Aron Kulhavy, City Manager; Kristy Doll, City Secretary; Leonard Schneider, City Attorney

WORKSHOP (5:00 p.m.)

Mayor Humphrey called the workshop to order at 5:00 p.m.

- a. Presentation from Trinity River Authority (TRA) to discuss future improvements to the City's water system.
Aron Kulhavy, City Manager

Mayor Humphrey adjourned the workshop without objection at 5:50 p.m.

MAIN SESSION (6:00 p.m.)

CALL TO ORDER (6:00 p.m.)

Mayor Humphrey called the meeting to order at 6:00 p.m.

INVOCATION AND PLEDGES - *U.S. Flag and Texas Flag: Honor the Texas Flag. I pledge allegiance to thee, Texas, one state, under God, one, and indivisible.*

Councilmember Bert Lyle gave the invocation and Mayor Humphrey led the pledges.

ANNOUNCEMENT

City Attorney Leonard Schneider requested to address the council to introduce Mr. Kenneth Lavergne who will be working as a General Counsel and assisting Mr. Schneider with city business.

1. CONSENT AGENDA

The presiding officer will call for public comments before action is taken on these items. (Approval of Consent Agenda authorizes the City Manager to implement each item in

accordance with staff recommendations. An item may be removed from the Consent Agenda and added to the Statutory Agenda for full discussion by request of a member of Council.)

- a. **Consider approving the Amended Minutes from the December 5, 2023, Regular City Council Meeting.**
Kristy Doll, City Secretary
- b. **Consider approving the Minutes from the January 23, 2024, Special City Council Meeting.**
Kristy Doll, City Secretary
- c. **Consider authorizing the City Manager to enter into a five-year agreement with Sky Wonder Pyrotechnics for the fireworks display at the 4th of July Celebration.**
Penny Joiner, Director of Parks and Leisure
- d. **Consider Resolution 2024-3 authorizing the City Manager to apply for and accept, if awarded, funding under the General Victim Assistance Direct Services Program to support the Victim Services Coordinator.**
Ashley Brown, Grants Manager
- e. **Consider Resolution 2024-4 authorizing the City Manager to apply for and accept, if awarded, funding under the FY25 Criminal Justice Program to continue digital evidence management.**
Ashley Brown, Grants Manager
- f. **Consider Resolution 2024-5 authorizing the City Manager to apply for and accept, if awarded, funding under the FY24 State Homeland Security Program (SHSP) - LETPA Projects to purchase Flock Safety LPRs.**
Ashley Brown, Grants Manager
- g. **Consider authorizing the City Manager to award a contract for the installation of two 30'' Line Stops and one 30" Gate valve at Palm Street Water Plant.**
Brent Sherrod, Public Works Director
- h. **Consider authorizing the City Manager to enter into an agreement to provide janitorial services for City of Huntsville facilities.**
Penny Joiner, Director of Parks and Leisure
- i. **Consider authorizing the City Manager to enter into an agreement for professional engineering services for the FY23-24 CIP Dawson Lake Dam Project.**
Kathlie Jeng-Bulloch, City Engineer

Councilmember Tore Fossum made a motion to approve the Consent Agenda, items a through i. The motion was seconded by Councilmember Casey Cox. The motion passed 9-0. Yes - Russell Humphrey, Bert Lyle, Karen Denman, Vicki McKenzie, Jon Strong, Anissa Antwine, Tore Fossum, Pat Graham, Casey Cox; No – None.

2. STATUTORY AGENDA

- a. Consider approval of Resolution 2024-1 in support of an application to the Texas Department of Housing and Community Affairs for a 9% housing tax credit to fund a rehabilitation of MillPond Living at Huntsville (formerly known as Cedarwood Apartments) at 2201 Bobby K Marks Drive.**

Kevin Byal, Director of Development Services

Councilmember Vicki McKenzie made a motion to approve Resolution 2024-1 in support of an application to the Texas Department of Housing and Community Affairs for a 9% housing tax credit to fund a rehabilitation of MillPond Living at Huntsville (formerly known as Cedarwood Apartments) at 2201 Bobby K Marks Drive. The motion was seconded by Councilmember Tore Fossum. The motion passed 9-0. Yes - Russell Humphrey, Bert Lyle, Karen Denman, Vicki McKenzie, Jon Strong, Anissa Antwine, Tore Fossum, Pat Graham, Casey Cox; No – None.

- c. Consider a ground lease with Huntsville Hangars, LLC at the Bruce Brothers Huntsville Regional Airport and authorize the City Manager to enter into a ground lease agreement for said hangar.**

Layne Yeager, Planner

Councilmember Bert Lyle made a motion to approve a ground lease at the Bruce Brothers Huntsville Regional Airport and authorize the City Manager to enter into a ground lease agreement for said hangar. The motion was seconded by Councilmember Karen Denman. The motion passed 9-0. Yes - Russell Humphrey, Bert Lyle, Karen Denman, Vicki McKenzie, Jon Strong, Anissa Antwine, Tore Fossum, Pat Graham, Casey Cox; No – None.

- d. Consider a ground lease with Mr. Conrad Liles at the Bruce Brothers Huntsville Regional Airport and authorize the City Manager to enter into a ground lease agreement for said hangar.**

Layne Yeager, Planner

Councilmember Bert Lyle made a motion to approve a ground lease at the Bruce Brothers Huntsville Regional Airport and authorize the City Manager to enter into a ground lease agreement for said hangar. The motion was seconded by Councilmember Tore Fossum. The motion passed 9-0. Yes - Russell Humphrey, Bert Lyle, Karen Denman, Vicki McKenzie, Jon Strong, Anissa Antwine, Tore Fossum, Pat Graham, Casey Cox; No – None.

- e. Consider approving Resolution No. 2024-6, a resolution consenting to the creation of a Municipal Utility District to be known as "Evergreen Hills Municipal Utility District No. 1 of Walker County".**

Kevin Byal, Director of Development Services

Councilmember Vicki McKenzie made a motion to approve Resolution No. 2024-6, a resolution consenting to the creation of a Municipal Utility District to be known as "Evergreen Hills Municipal Utility District No. 1 of Walker County". The motion was seconded by Councilmember Pat Graham. The motion passed 9-0. Yes - Russell Humphrey,

Bert Lyle, Karen Denman, Vicki McKenzie, Jon Strong, Anissa Antwine, Tore Fossum, Pat Graham, Casey Cox; No – None.

- f. Consider authorizing the City Manager to enter into a Development Agreement with SPJR Properties, LLC., for the development of an approximately 86.855-acre development for a single-family master planned community.**
Kevin Byal, Director of Development Services

Councilmember Bert Lyle made a motion to authorize the City Manager to enter into a Development Agreement with SPJR Properties, LLC., for the development of an approximately 86.855-acre development for a single-family master planned community. The motion was seconded by Councilmember Vicki McKenzie. The motion passed 9-0. Yes - Russell Humphrey, Bert Lyle, Karen Denman, Vicki McKenzie, Jon Strong, Anissa Antwine, Tore Fossum, Pat Graham, Casey Cox; No – None.

- g. Consider first amendment to the development agreement between the City of Huntsville and Forestar Real Estate group for development of property in the Extra-Territorial Jurisdiction (ETJ).**
Aron Kulhavy, City Manager

Councilmember Vicki McKenzie made a motion to approve the first amendment to the development agreement between the City of Huntsville and Forestar Real Estate group for development of property in the Extra-Territorial Jurisdiction (ETJ). The motion was seconded by Councilmember Bert Lyle. The motion passed 9-0. Yes - Russell Humphrey, Bert Lyle, Karen Denman, Vicki McKenzie, Jon Strong, Anissa Antwine, Tore Fossum, Pat Graham, Casey Cox; No – None.

3. CITY COUNCIL/MAYOR/CITY MANAGER

4. MEDIA INQUIRIES RELATED TO MATTERS ON THE AGENDA

None

5. ITEMS OF COMMUNITY INTEREST

Mayor and Council announced Items of Community Interest.

6. EXECUTIVE SESSION

Leonard Schneider, City Attorney announced there was nothing to report on the status of the Executive Session, therefore, Council did not convene into Executive Session.

- a. City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071 to receive legal advice on Cause No. 2230703, City of Huntsville vs. Architects Design Group/ADG, Inc. in the 278th District Court, Walker County, Texas.**

Leonard Schneider, City Attorney

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 6:36 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: 1.b.

Agenda Item: Consider approving the Minutes from the January 29, 2024, City Council Strategic Planning Workshop.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the January 29, 2024, City Council Strategic Planning Workshop.

Strategic Initiative: Goal #1, City Appearance - Provide policies, amenities, and events that enhance the City's already beautiful and historic natural environment. Goal #2, Communications - Provide public information outreach efforts that inform the public of City operations, accomplishments and policies and allows for citizens input on matters of Council policy. Goal #3, Economic Development – Promote and enhance a strong and diverse economy. Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner. Goal #5, Resource Development - Enhance the quality of life for citizens, businesses and visitors by leveraging the human and fiscal resources available to the community. Goal #6, Finance - Provide a sustainable, efficient and fiscally sound government through conservative fiscal practices and resource management. Goal #7, Public Safety - Provide safety and security for all citizens. Goal #8, Resiliency- Demonstrate resilience in the City's efforts to overcome adversity and respond to emergency situations.

Discussion: The City's Mission, Vision, Value Statement, and the eight Strategic Goals.

Previous Council Action:

Financial Implications:

Approvals:

Kristy Doll

Associated Information:

1. Minutes Strategic Planning Workshop 1-29-24-Final

MINUTES FROM THE CITY OF HUNTSVILLE STAFF AND CITY COUNCIL STRATEGIC PLANNING WORKSHOP SESSION HELD ON THE 29th DAY OF JANUARY 2024, AT THE HYATT REGENCY CONROE, LOCATED AT 1001 GRAND CENTRAL PARKWAY, CONROE, TX 77304, IN THE CITY OF CONROE, AT 1:00 P.M.

THE COUNCIL MET IN A WORKSHOP SESSION WITH THE FOLLOWING:

COUNCILMEMBERS PRESENT: Mayor Humphrey, Mayor Pro Tem McKenzie, Councilmember At-Large Position 1 Lyle, Councilmember Ward 1 Fossum, Councilmember At-Large Position 2 Denman, Councilmember Ward 2 Cox, Councilmember Ward 3 Antwine, Councilmember At-Large Position 4 Graham, Councilmember Ward 4 Strong

COUNCILMEMBERS ABSENT: None

OFFICERS PRESENT: Aron Kulhavy, City Manager; Kristy Doll, City Secretary

CALL TO ORDER

Mayor Humphrey called the meeting to order at 1:04 p.m.

INVOCATION

Councilmember Bert Lyle gave the invocation.

DISCUSSION

**City of Huntsville Staff and members of City Council attended and participated in a Strategic Planning Session for goals and objectives for 2024.
There was no formal action taken by the City Council.**

- a. The below topics were considered as part of the Strategic Plan:
The City's Mission, Vision, Value Statement, and the eight Strategic Goals.**

Goal #1, City Appearance - Provide policies, amenities, and events that enhance the City's already beautiful and historic natural environment.

Goal #2, Communications - Provide public information outreach efforts that inform the public of City operations, accomplishments and policies and allows for citizens input on matters of Council policy.

Goal #3, Economic Development – Promote and enhance a strong and diverse economy.

Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Goal #5, Resource Development - Enhance the quality of life for citizens, businesses and visitors by leveraging the human and fiscal resources available to the community.

Goal #6, Finance - Provide a sustainable, efficient and fiscally sound government

through conservative fiscal practices and resource management.
Goal #7, Public Safety - Provide safety and security for all citizens.
Goal #8, Resiliency - Demonstrate resilience in the City's efforts to overcome
adversity and respond to emergency situations.

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 5:17 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: 1.c.

Agenda Item: Consider approving the Minutes from the January 30, 2024, City Council Strategic Planning Workshop.

Initiating Department/Presenter: City Secretary

Presenter:

Kristy Doll, City Secretary

Recommended Motion: Motion to approve the Minutes from the January 30, 2024, City Council Strategic Planning Workshop.

Strategic Initiative: Goal #1, City Appearance - Provide policies, amenities, and events that enhance the City's already beautiful and historic natural environment. Goal #2, Communications - Provide public information outreach efforts that inform the public of City operations, accomplishments and policies and allows for citizens input on matters of Council policy. Goal #3, Economic Development – Promote and enhance a strong and diverse economy. Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner. Goal #5, Resource Development - Enhance the quality of life for citizens, businesses and visitors by leveraging the human and fiscal resources available to the community. Goal #6, Finance - Provide a sustainable, efficient and fiscally sound government through conservative fiscal practices and resource management. Goal #7, Public Safety - Provide safety and security for all citizens. Goal #8, Resiliency- Demonstrate resilience in the City's efforts to overcome adversity and respond to emergency situations.

Discussion: The City's Mission, Vision, Value Statement, and the eight Strategic Goals.

Previous Council Action:

Financial Implications:

Approvals:

Kristy Doll

Associated Information:

1. Minutes Strategic Planning Workshop 1-30-24-Final

MINUTES FROM THE CITY OF HUNTSVILLE STAFF AND CITY COUNCIL STRATEGIC PLANNING WORKSHOP SESSION HELD ON THE 30th DAY OF JANUARY 2024, AT THE HYATT REGENCY CONROE, LOCATED AT 1001 GRAND CENTRAL PARKWAY, CONROE, TX 77304, IN THE CITY OF CONROE, AT 8:30 A.M.

THE COUNCIL MET IN A WORKSHOP SESSION WITH THE FOLLOWING:

COUNCILMEMBERS PRESENT: Mayor Humphrey, Mayor Pro Tem McKenzie, Councilmember At-Large Position 1 Lyle, Councilmember Ward 1 Fossum, Councilmember At-Large Position 2 Denman, Councilmember Ward 2 Cox, Councilmember Ward 3 Antwine, Councilmember At-Large Position 4 Graham, Councilmember Ward 4 Strong

COUNCILMEMBERS ABSENT: None

OFFICERS PRESENT: Aron Kulhavy, City Manager; Kristy Doll, City Secretary

CALL TO ORDER

Mayor Humphrey called the meeting to order at 8:32 a.m.

INVOCATION

Councilmember Bert Lyle gave the invocation.

DISCUSSION

City of Huntsville Staff and members of City Council attended and participated in a Strategic Planning Session for goals and objectives for 2024.
There was no formal action taken by the City Council.

- a. The below topics were considered as part of the Strategic Plan:**
The City's Mission, Vision, Value Statement, and the eight Strategic Goals.

Goal #1, City Appearance - Provide policies, amenities, and events that enhance the City's already beautiful and historic natural environment.

Goal #2, Communications - Provide public information outreach efforts that inform the public of City operations, accomplishments and policies and allows for citizens input on matters of Council policy.

Goal #3, Economic Development – Promote and enhance a strong and diverse economy.

Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Goal #5, Resource Development - Enhance the quality of life for citizens, businesses and visitors by leveraging the human and fiscal resources available to the community.

Goal #6, Finance - Provide a sustainable, efficient and fiscally sound government

through conservative fiscal practices and resource management.
Goal #7, Public Safety - Provide safety and security for all citizens.
Goal #8, Resiliency - Demonstrate resilience in the City's efforts to overcome
adversity and respond to emergency situations.

ADJOURNMENT

Mayor Humphrey adjourned the meeting without objection at 4:21 p.m.

ATTEST:

CITY OF HUNTSVILLE

Kristy Doll, City Secretary

Russell Humphrey, Mayor



CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: 1.d.

Agenda Item: Consider adoption of Ordinance 2024-1 to amend the budget for FY 23 - 24 and/or CIP Project Budgets

Initiating Department/Presenter: Finance

Presenter:

Steve Ritter, Finance Director

Recommended Motion: Move to adopt Ordinance 2024-1 to amend the budget for FY 23 - 24 and/or CIP Project Budgets

Strategic Initiative: Goal #6, Finance - Provide a sustainable, efficient and fiscally sound government through conservative fiscal practices and resource management.

Discussion: Detailed explanation of the Budget Amendments is provided in the attachment, Exhibit A, to the Ordinance. The Budget Amendments were discussed with the Finance Committee at their February 20, 2024 meeting.

Previous Council Action: No previous Council action on these Budget Amendments themselves. Council approved a settlement agreement at their December 5, 2023 meeting related to the \$213,000 budget amendment for Walker County SUD. Council authorized the City Manager to enter into an agreement with Watson-Cordone at their December 19, 2023 meeting related to the budget amendments for \$421,000 and \$661,170.

Financial Implications: Financial Implications are as described in the Budget Amendments.

Approvals:

Steve Ritter

Sam Masiel

Aron Kulhavy

Kristy Doll

Associated Information:

1. ORD. 2024-1 - BAs FY 23-24 02.20.24 council meeting
2. Finance Committee and Council - BAs - 2.20.24

ORDINANCE NO. 2024-1

AN ORDINANCE OF THE CITY OF HUNTSVILLE, TEXAS, AMENDING THE 2023-2024 ANNUAL BUDGET AND CAPITAL IMPROVEMENTS PROJECTS (CIP) BUDGETS, ORDINANCE NO. 2023-20 TO AMEND ADOPTED EXPENDITURES OF THE BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the 2023-2024 Annual Budget and CIP Budgets were adopted by Ordinance 2023-20 on September 19, 2023;

WHEREAS, various unforeseen circumstances affecting the City have presented themselves during the course of the fiscal year;

WHEREAS, the City Council considered the circumstances independently, deliberating appropriately on the associated revenues and expenditures and the overall impact on the general financial status of the City;

WHEREAS, pursuant to the laws of the State of Texas and the City Charter of the City of Huntsville, Texas, the City Council has determined that it will be beneficial and advantageous to the citizens of the City of Huntsville to amend the annual budget for fiscal year 2023 – 2024 and the Capital Improvements Projects (CIP) budget as set forth herein; and

WHEREAS, this ordinance combines the independent Council actions into one budget amendment document;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, that:

Section 1. The findings set forth above are incorporated into the body of this ordinance.

Section 2. The annual budget for fiscal year 2023 – 2024 is hereby amended to include the expenditures and revenues in Exhibit “A” and the Capital Improvements Projects budget is hereby amended to include the expenditures described in Exhibit “A” attached hereto and made a part of this ordinance as if set out verbatim herein.

Section 3. All ordinances of the City in conflict with the provisions of this ordinance are hereby repealed, and all other ordinances of the City not in conflict with the provisions of this ordinance shall remain in full force and effect.

Section 4. Should any section, portion, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason, it shall not invalidate or impair the force or effect of any other section or portion of this ordinance.

Section 5. The necessity for amending the budget for the fiscal year 2023 – 2024 and Capital Improvements Projects, as required by the laws of the State of Texas, requires that this ordinance shall take effect immediately from and after its passage, as the law in such cases provides.

Section 6. This ordinance shall take effect immediately after its passage.

PASSED AND APPROVED on this the 20th day of February 2024.

THE CITY OF HUNTSVILLE, TEXAS

Russell Humphrey, Mayor

ATTEST:

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

Budget Amendments FY 23-24

City Council - February 20, 2024

Exhibit A

Increase: Utility Fund - Water Non-Departmental - Miscellaneous Expense	\$ 213,000
Utility Fund - Unallocated Reserves	\$ (213,000)

Explanation:	In Executive Session at Council's December 5, 2023 meeting Council approved a settlement agreement with Walker County SUD for \$213,000. Funds need to be budgeted in order to make the agreed upon payment. Current calculations show that the Utility Fund has approximately \$8,070,000 of uncommitted Unallocated Reserves currently. This is \$770,000 more than the required balance of \$7,300,000. If this budget amendment is approved the excess of \$770,000 will be reduced to \$557,000.
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Increase: WW CIP - Watson-Cordone/Pine Shadows drainage project	\$ 420,000
Utility Fund - Unallocated Reserves	\$ (420,000)
Increase: Street CIP - Watson-Cordone/Pine Shadows street extension project	\$ 661,170
General Fund - Unallocated Reserves	\$ (661,170)

Explanation:	In Council's December 19, 2023 meeting Council approved an agreement with Watson-Cordone for the City's participation in future infrastructure projects by the developer. This Budget Amendment puts funds in place for these potential future costs in 2 applicable projects. The \$420,000 coming from the Utility Fund will leave the Utility Fund with approximately \$137,000 in excess of the \$7,300,000 required Unallocated Reserves balance for this Fund. The \$661,170 coming from the General Fund will leave the General Fund with approximately \$939,000 in excess of the \$8,200,000 required Unallocated Reserves balance for this Fund.
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Increase: Utility Fund - Water Production - Well Maint. & Repairs	\$ 93,000
Decrease: Utility Fund - Future Appropriations	\$ (93,000)

Explanation:	Water well #20 has incurred failures that will cost approximately \$168,000 to repair. Staff has found \$75,000 from other budgeted expenses to cover a portion of the costs. There is a need of an additional \$93,000 to cover the remainder of the costs. The Utility Fund has \$150,000 budgeted in Future Appropriations. This Budget Amendment requests the use of \$93,000 of Future Appropriations. The balance for Future Appropriation in the Utility Fund after this Budget Amendment (if approved) will be \$57,000.
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CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: 1.e.

Agenda Item: Consider authorizing the City Manager to enter into an agreement with Walter P. Moore and Associates, Inc. for professional engineering services for the FY 23-24 CIP Waterline Replacement Project.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to authorize the City Manager to enter into an agreement with Walter P. Moore and Associates, Inc. for professional engineering services for the FY 23-24 Waterline Replacement Projects in the estimated amount of \$320,000.00.

Strategic Initiative: Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The City has been replacing existing undersized and deteriorated waterlines each year to the extent that funding is made available for this purpose. Replacing and/or upsizing will help reduce waterline breaks and associated maintenance costs, improve water circulation and pressure to serve domestic needs and install needed fire hydrants in the water distribution system to provide for fire protection. Part of this project was included in the listed of the 2016 Water and Wastewater Condition and Capacity Assessment Studies Table 7-2 Project #4 Boettcher Drive, and another part of this project is for the Eastham Drive area.

The Request for Qualification (RFQ) was published, and four (4) Bids (without dollars provided) were received and opened on January 3, 2024.

The Evaluation Committee consisted of five (5) staff members from three (3) departments. As a result of this process, the top-ranked Engineering Company, Walter P. Moore and Associates, Inc. was selected. The Evaluation Committee agreed that an interview process is not necessary, and recommended awarding this project to Walter P. Moore and Associates, Inc.

This agenda item is pertaining to the City Council approved CIP FY23-24 Miscellaneous Waterline Replacement Project ID # 24-10-08. This project consists of waterline replacements in two (2) areas, which are identified as Boettcher Drive and Eastham Drive areas.

The Eastham area portion of the project includes replacement and/or upsize (6") along Eastham Drive (approximately 1000') between Elmwood Street and Royal Oaks and evaluate existing various size water lines in that area. The Boettcher Drive area portion of the project includes replacement and/or upsize (8") along Boettcher Drive (approximately 2024') between Old Houston Road and Morgan Ln, and other side streets which have various pipe sizes. (See Attached Maps for Areas)

The proposal provided by the Walter P Moore and Associates, Inc. consisted of Basic Services (Preliminary Engineering Design, Construction Drawings, Technical Specifications Development, Bidding Phase Services and Survey), and Supplementary Additional Services (Construction Contract Administration Phase Services, Subsurface Utility Engineering Allowance, and Geotechnical Services).

After several negotiations, the final proposal is \$320,000 for Basic Services, and \$105,500 for Supplementary Additional Services (not to exceed). Due to existing budget constraints for this fiscal year, we request authorization to enter into an agreement of \$320,000.00 (Basic Services) only at this time.

A copy of scope, fee proposal and draft agreement received from Walter P Moore and Associates, Inc. are attached to this agenda item.

The completion of the design phase is estimated to be by December 2024, and construction is estimated to be completed in August 2025.

Previous Council Action: The City Council approved a total amount of \$343,000.00 in FY 2023-2024 CIP budget for developing waterline replacement design of this project.

Financial Implications: x ☐ Item is budgeted:	In the amount of \$343,000.00
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Approvals:

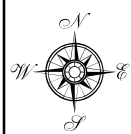
Kathlie Jeng-Bulloch
Leonard Schneider
Sam Masiel
Aron Kulhavy
Kristy Doll

Associated Information:

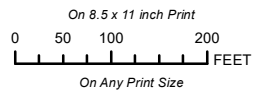
1. Map Eastham Drive WL
2. Map Boettcher Dr Waterline
3. WalterPMoore Proposal with fees 2 11 2024
4. Scope of work 2 9 2024
5. Final Eng Agrmnt-attest draft



The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See the full GIS Data Disclaimer at: www.huntsvilletx.gov/438/City-Maps



1 in = 200 ft



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet

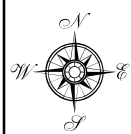


CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
CIP FY 23-24 Waterline Replacement
Eastham Drive

CREATED DATE: 1/18/2024
CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At:
www.huntsvilletx.gov/gis



The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See the full GIS Data Disclaimer at: www.huntsvilletx.gov/438/City-Maps



1 in = 500 ft

On 8.5 x 11 inch Print
0 130 260 520
FEET

On Any Print Size

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet



CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
CIP FY 23-24 Waterline Replacement
Boettcher Drive

CREATED DATE: 1/18/2024
CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At:
www.huntsvilletx.gov/gis



PROPOSAL FOR PROFESSIONAL SERVICES – Terms Attached

Project: Huntsville CIP Water Line Rehabilitation
Client: City of Huntsville, Huntsville Texas
Client Contact: Dr. Kathlie S. Jeng-Bullock, P.E., D.WRE, CFM
Proposal Date: 2/09/2024
Proposal Number: 24-0204

Walter P. Moore and Associates, Inc. (Walter P Moore) shall provide services to the City of Huntsville, Texas for the replacement of public water distribution lines as defined below and in accordance with the attachments listed below:

Project Description: It is our understanding that the project consists of replacing existing public water lines along Eastham Drive and in the area of Boettcher Drive in Huntsville, Texas. The project consists of removing and replacing a 6-inch diameter pipeline approximately 1000 feet in length along Eastham Drive between Elmwood St and Royal Oaks and the evaluation, design and replacement of those lines determined to be in need of replacement including the 8-inch diameter water line (about 2024 feet) along Boettcher Drive between a point south of Morgan Lane to Old Houston Road, the 2-inch lines in Beto Street and Hardy Street east of Boettcher Drive including the potential to loop these lines at the eastern terminus, the 6-inch line in Turner between Boettcher and Highway 19, the 8-inch line in Old Houston Road, the 2-inch line in Morgan Lane from Boettcher Drive to the point where the line becomes a 6-inch line southward toward IH-45, and the 6-inch line in Beto Street west of Boettcher Drive up to the connection with the 2-inch line in Winding Way. If our understanding of the project scope is inaccurate or the project scope materially changes, we understand that our compensation will be equitably adjusted.

Scope of Services: As defined in the attached Agreement between the City of Huntsville and Walter P. Moore (Agreement) and Associates, Inc. (attached), Schedule SC1 Scope of Civil Engineering Services and this Proposal.

Compensation: Walter P Moore proposes to provide the defined Scope of Services on a Lump Sum Fee basis as follows:

Basic Services Fee:

Preliminary Engineering Design (Boettcher and Eastham)	\$ 95,000
Construction Drawings (Boettcher and Eastham)	\$ 130,500
Technical Specifications Development	\$ 7,500
Front-end Contract Documents	\$ 3,500
"Bidding Documents" Preparation	\$ 4,500
Bidding Process	\$ 11,000
Surveying	\$ 68,200
Total Basic Services Fee	\$ 320,200

Supplementary Additional Services:

Construction Contract Administration Phase Services	\$ 63,000
Subsurface Utility Engineering (S.U.E) Allowance (as needed)	\$ 30,000
Geotechnical Services	\$ 7,500

Total	\$ 420,700
Reimbursable	\$ 5,000

Compensation shall be equitably adjusted for changes in the scope of the project as described in the Project Description or changes in the scope of service as described in the Scope of Service.

Additional Services

Walter P Moore proposes to provide Additional Services not included in the Scope of Services as requested and approved by the Client in writing. Additional Services shall be provided without invalidating this Agreement. Additional Services shall be compensated at a mutually agreed upon fee.

Project Schedule

Walter P Moore will endeavor to achieve the requirements of a reasonable schedule determined appropriate for the Project. Walter P Moore's fee for the defined Scope of Services is based, in part, upon the Project being executed in a timely manner without significant delays or interruptions.

Payment: As defined in the attached Agreement.

Terms of Agreement

In accordance with the attached Agreement.

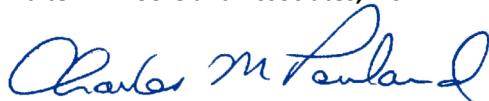
Attachments:

The following attachments are incorporated by reference as if set forth at length:
Engineering Agreement between the City of Huntsville and Walter P Moore
SC1 Scope of Civil Engineering Services

The following documents are acknowledged and those to be part of the final agreement will be provided when requested:

- Non-Collusion Affidavit
- Certificate of Interested Parties 1295
- Texas Public Information Act Verification
- Critical Infrastructure Verification
- COH Insurance Guidelines & Requirements
- Firearm Verification
- Conflict of Interest Questionnaire
- Prohibition on Contracts Discriminating Against Energy Companies
- Israel Verification
- Iran Sudan and Foreign Terrorist Organization Verification

Sincerely,
Walter P. Moore and Associates, inc.



Charles M. Penland, P.E.
Managing Principal

Schedule SC1

SCOPE OF CIVIL ENGINEERING SERVICES

City of Huntsville Water Line CIP

BASIC SERVICES:

I. Preliminary Engineering Report

- A. Walter P Moore will set up regular meeting times with City personnel to review progress and address design questions during the Preliminary Engineering Report phase of the work.
- B. Walter P Moore will meet with the City of Huntsville to review available record drawings and surveys to determine what additional information is required.
- C. Walter P Moore will review the City of Huntsville 2016 Water and Wastewater Condition and Capacity Assessment Studies for context for line conditions, new line sizes and extent of improvements.
- D. Walter P Moore will visit the site to observe the site conditions to attempt to detect construction issues affecting the routing of the new water lines.
- E. Walter P Moore will facilitate a topographic survey of the rights-of-way within the limits of the water line replacements and for the potential looping of the lines at the east ends of Hardy and Beto Streets and from the western extension of Beto at Winding Way, along Winding Way to Helen Street.
 - 1. If the City of Huntsville's surveyor has availability, Walter P Moore will work with the City's surveyor to define the limits and extent of survey needed.
 - 2. If the City of Huntsville's surveyor does not have availability, Walter P Moore will engage a surveying subconsultant to prepare the survey.
- F. Walter P Moore will develop a preliminary layout of the new water lines including identifying the points of connection and type of connection, valve locations and fire hydrant locations.
- G. Walter P Moore will identify where new water line easements will be required and will work with the surveyor to prepare descriptions of those easements to provide to the City for easement acquisition. It is anticipated that the City of Huntsville will acquire all necessary easements.
- H. Walter P Moore will review the alignment, valve locations, fire hydrant layout and types of connections to the existing system with the city and address comments.
- I. Walter P Moore will identify existing meters impacted by the water line replacement for service reconnections.
- J. Walter P Moore will prepare 30% drawings for city review.

- K. Walter P Moore will prepare an opinion of construction cost for the improvements.
- L. Walter P Moore will prepare a Preliminary Engineering Report addressing the design, recommendations and considerations for city review and approval.
- M. Walter P Moore will meet with the City of Huntsville to present and review the Preliminary Engineering Report.
- N. Walter P Moore will incorporate any comments from the city's review into the final Preliminary Engineering Report and resubmit the final document.

II. Construction Documents

- A. Walter P Moore will incorporate the comments and findings from the Preliminary Engineering Report into the construction documents.
- B. Walter P Moore will establish regularly scheduled design coordination meetings with the City of Huntsville as required. A total of 12 meetings are included in our fee. Additional meetings will be considered as Additional Services and will be provided on a time and expense basis unless other arrangements are made.
- A. Walter P Moore will develop construction documents, which will generally consist of the following:
 - 1. Cover Sheet and General Notes
 - 2. Eastham Area Traffic Control Plans
 - 3. Boettcher Drive Area Traffic Control Plans
 - 4. Eastham Area Erosion Control Plan and Details
 - 5. Boettcher Drive Area Erosion Control Plan and Details
 - 6. Eastham Area System Layout Control Plans
 - 7. Boettcher Drive Area System Layout Control Plans
 - 8. Water Distribution System Plans and Profiles
 - 9. Water Distribution System Construction Details
 - 10. Paving Replacement Details
 - 11. Construction Details
- B. Walter P Moore will prepare quantity take-offs and a final Opinion of Probable Construction Cost for construction work related to the water distribution system improvements.
- C. Walter P Moore will prepare traffic control plans for construction operations related to water line construction, if applicable. This plan will include a layout of construction barriers and signage along lane closures, and around proposed driveways and utility replacements. All signage will conform to the Texas Manual on Uniform Traffic Control Devices, latest edition, as amended.
- D. Walter P Moore will prepare Erosion Control Plan and Details with respect to the water distribution system to comply with City of Huntsville Standards and EPA requirements to be adopted by the contractor and included as part of their construction activities on the project.

- E. Walter P Moore will prepare plans for the extension/replacement of the identified water mains. The design will also provide for reconnecting water service lines from the new water main to the existing meter.
- F. Walter P Moore will prepare construction details related to the water main replacements and extensions.
- G. Walter P Moore will prepare technical specifications related to the water main construction.

III. Bidding Phase

- A. Walter P Moore will assist in preparing documents for advertisement and bidding.
- B. Walter P Moore will assist the City in managing a pre-bid conference.
- C. Walter P Moore will answer questions of bidders and prepare addenda pertaining to the water main replacement/extensions.
- D. Walter P Moore will compile the bids and assist the City of Huntsville in the evaluation of bids.
- E. Walter P Moore will assist the city in reviewing the bid with the apparent successful bidder to confirm understanding and scope pertaining to their bid, if required.

SUPPLEMENTARY ADDITIONAL SERVICES:

XI. Construction Phase Services

- A. Walter P Moore will work with the City of Huntsville to secure completed contract and bonding documents with successful bidder.
- B. Walter P Moore will manage a weekly Construction Meeting with the Contractor and the City of Huntsville to review progress and schedule, address questions and construction issues, address the status of submittals and requests for information, and coordinate community outreach pertaining to the areas to be impacted in the coming weeks.
- C. Walter P Moore will review the Contractor's schedule for inspections and testing to help prepare for when these items will be required. It will be the Contractor's responsibility to timely call for inspections and testing so as to not impeded their work.
- D. Walter P Moore will make weekly site visits to be able to form an opinion that facilities are constructed in general conformance with the plans and specifications.
- E. Walter P Moore will assist the City of Huntsville to ensure cooperation and proper scheduling is maintained between the various Contractors working in the area.
- F. Walter P Moore will review and if approved, transmit Contractor's pay requests to the City of Huntsville. Pay requests not approved will be returned to the Contractor to correct before resubmittal.

- G. Walter P Moore will forward field reports and project status reports to the City of Huntsville.
- H. Walter P Moore will issue a certificate of Substantial Completion upon the Contractor's successful completion of the work, subject to minor clean up items that will have to be completed prior to final release of retainage.
- I. Walter P Moore will work with the Contractor in securing City of Huntsville acceptance of the improvements for maintenance once all work has been satisfactorily completed.

XII. Subsurface Utility Engineering (SUE)

- A. General – If needed, subsurface utility engineering efforts will be taken on an as needed basis to locate subsurface utilities that may conflict with the new water line or require specific knowledge of the location of that utility for the safe construction of the water line. In most cases the requirement to locate and protect the existing utility is the requirement of the Contractor; however, in specific cases where locating those lines during design will determine the feasibility of the design or where locating the utility is required to obtain permission to cross the utility, SUE work may be required.
- B. Walter P Moore will work with the City of Huntsville to determine the need and justification for SUE services.
- C. Walter P Moore will develop a scope of the SUE services and work with the SUE consultant to develop a proposal for the services.
- D. Walter P Moore will present the proposal for the SUE services to the City of Huntsville for approval.
- E. Walter P Moore will coordinate with the SUE investigation and incorporate the findings into the construction drawings.

XIII. Geotechnical Services

- A. General – limited geotechnical investigations will be conducted to provide knowledge of the existing geological conditions for the design and construction of the water line replacements. It is anticipated that there will be one soil sample taken per street, per 1000 feet. Where the proximity of intersecting streets will allow a sample to address the conditions of both streets, a single boring may be provided for that condition. Information to be provided include trench safety recommendations, soil type and conductivity of the soils, and bedding and backfill recommendations.
- B. Walter P Moore will work with the City of Huntsville to determine where sampling shall take place.
- C. Walter P Moore will prepare and review with the City of Huntsville to develop a scope of work for the geotechnical consultant.
- D. Walter P Moore will work with the City of Huntsville to gain acceptance of the proposal.

- E. Walter P Moore will direct the geotechnical consultant to perform the work and will review the results to be incorporated into the design.
- F. Walter P Moore will provide the final geotechnical report to the City of Huntsville and make that information available to the bidders during the bidding process.

DRAFT

AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into by and between CITY OF HUNTSVILLE, hereinafter called the OWNER, and WALTER P. MOORE AND ASSOCIATES, INC., hereinafter called ENGINEER, WITNESSETH that whereas the OWNER intends to construct FY 23-24 CIP WATER LINE REHABILITATION, PROJECT 24-10-08, hereinafter called the PROJECT. The effective date of this agreement is _____.

NOW, THEREFORE, the OWNER and ENGINEER for the considerations hereinafter set forth, agree as follows:

SECTION 1- RESPONSIBILITY OF THE ENGINEER

The ENGINEER shall serve as the OWNER's professional consultant in the design of water line replacement and extensions in the area of Eastham Drive and Boettcher Drive as outlined in Proposal dated February 9, 2024, from WALTER P. MOORE AND ASSOCIATES, INC. (the proposal is hereinafter referred to as Exhibit 1), and shall give consultation and advice to the OWNER during the performance of its services. In the event of conflict between any provisions in this Agreement and any provisions in Exhibit 1, the provisions in this Agreement will control.

The ENGINEER shall perform services necessary under this AGREEMENT in a competent and professional manner with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

The OWNER's approval of drawings, design, specifications, reports incidental engineering services or materials furnished hereunder shall not in any way relieve the ENGINEER of liability for the technical adequacy of its services nor shall the OWNER's approval or acceptance of the ENGINEER's services be construed as a waiver of any rights under this AGREEMENT.

The ENGINEER shall be and shall remain liable, in accordance with applicable law, for ENGINEER's negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or any third party. The ENGINEER shall not be responsible for any time delays in the PROJECT caused by circumstances beyond its control.

SECTION 2- CHARACTER AND EXTENT OF BASIC SERVICES

2.1. General:

The ENGINEER shall serve as the OWNER's professional consultant in the planning, design,

bidding and construction phases (including observation of construction) of the PROJECT as outlined in Exhibit 1, and shall give consultation and advice to the OWNER during the performance of its services.

The OWNER and ENGINEER acknowledge and anticipate that the timing and development of any AUTHORIZED SERVICES may depend on the availability of financing and the needs of the OWNER; therefore, the ENGINEER shall not proceed with any phase of engineering services without specific written authorization by the OWNER.

2.1.1 Copyright or Patent Infringement: The ENGINEER shall indemnify and hold harmless OWNER from actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and he shall hold harmless the OWNER from loss or damage resulting therefrom, providing however, that the OWNER within five (5) days after receipt of any notice of infringement or of summons in any action therefor shall have forwarded the same to the ENGINEER in writing.

2.1.2 Insurance: The ENGINEER shall secure and maintain such insurance as will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this Agreement and shall provide a certificate of said insurance to the OWNER to attach to this Agreement. The ENGINEER shall furnish proof of Professional Liability Coverage for the ENGINEER for this PROJECT in the amount of One Million Dollars to the OWNER within 15 days after this Agreement is executed and shall continue to maintain said insurance for this PROJECT. ENGINEER agrees to maintain both types of insurance during the duration of the PROJECT.

2.2 Planning, Designing, Bidding Support and Construction Support.

Refer to Exhibit 1.

SECTION 3- ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the OWNER, the ENGINEER shall provide Additional Services that are not already a part of Exhibit 1 and these will be paid by the OWNER a fee negotiated between the OWNER and the ENGINEER. It is agreed that if any of the additional services listed in this Section 3 are a part of Exhibit 1, then Exhibit 1 controls. Any additional services authorized (including services in addition to the ones listed below) will be in writing and signed by both Parties and attached to this Agreement:

3.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.

3.2 Services to perform geotechnical investigations, materials testing, engineering surveys or topographic surveys for design, to make measured drawings of or to investigate existing conditions

or facilities, or to verify the accuracy of drawings or other information furnished by the OWNER.

3.3 Services resulting from significant changes in general scope of the PROJECT or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the ENGINEER's control.

3.4 Providing renderings or models for the OWNER's use.

3.5 Preparing documents for alternate bids requested by OWNER for work which is not executed or documents for out of sequence work.

3.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the OWNER.

3.7 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for communications, acoustics, and landscaping.

3.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.9 Services during out-of-town travel required of the ENGINEER other than visits to the PROJECT site or to regulatory agency offices having jurisdiction over the PROJECT.

3.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

3.11 Construction staking for the PROJECT.

3.12 Land surveys and office computations required to develop plats and metes and bounds descriptions for easement or property acquisition.

3.13 Preparation of operating and maintenance manuals.

3.14 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the PROJECT.

3.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the PROJECT.

3.16 Additional services in connection with the PROJECT, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

3.17 If requested by the OWNER or recommended by the ENGINEER and agreed to in writing by the OWNER, a Resident Project Representative and assistants will be furnished and will act as directed by the ENGINEER in order to provide more extensive representation at the PROJECT site during the Construction Phase.

3.18 Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work, but the furnishing of such Resident Project Representation will not make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.19 Reimbursable Services of the ENGINEER:

Reimbursable services shall include the following items when authorized in writing by the OWNER: transportation and subsistence of principals and employees on special trips to the PROJECT or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications.

SECTION 4- THE OWNER'S RESPONSIBILITIES

4.1. THE OWNER AGREES to provide the ENGINEER with complete information concerning the requirements of the PROJECT and to perform the following services:

4.2 Access to the Work: The OWNER shall guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform such work as surveys and inspections in the development of the PROJECT.

4.3 Consideration of the ENGINEER's Services: The OWNER, or an agent appointed by OWNER, shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the ENGINEER, and shall inform the ENGINEER of all decisions within a reasonable time so as not to delay the work of the ENGINEER.

4.4 Legal Requirements: The OWNER shall serve all required public and private notices, receive and act upon all protests and fulfill requirements necessary in the development of the PROJECT.

4.5 Proposals: The OWNER shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incidental thereto.

4.6 Protection of Markers: The OWNER shall protect to the best of its ability, all stakes and other markers set by the ENGINEER prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the OWNER as extra services of the ENGINEER.

4.7 Standards: The OWNER shall furnish the ENGINEER with a copy of any design and construction standards it shall require the ENGINEER to follow in the preparation of Contract Documents for the PROJECT.

4. OWNER's Representative: The OWNER shall designate in writing, by appendix to this Agreement, a single person to act as the OWNER's Representative with respect to the services to be performed under this Agreement. The person designated as OWNER's Representative shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the services covered by this Agreement. The OWNER may also appoint, and will notify the ENGINEER of such appointment, a 3rd party to act as the OWNER's agent for consideration of the ENGINEER's services set forth in paragraph 4.3 above.

SECTION 5 - THE OWNER'S PAYMENTS TO THE ENGINEER:

5.1 Definitions of Construction Cost of the PROJECT, as herein referred to, means the total cost of all work designed or specified by the ENGINEER but does not include any payments to the ENGINEER or other consultants.

5.2 Abandoned or Suspended Services: If any services performed by the ENGINEER is abandoned or suspended in whole or in part, the ENGINEER shall be paid for services performed on account of it prior to receipt of written notice from the OWNER of such abandonment or suspension.

5.3 The OWNER will make prompt payments in response to the ENGINEER's detailed statements for all categories of completed services rendered under this AGREEMENT, or as provided in an agreed upon schedule which shall be attached to this AGREEMENT. However, the OWNER, in no circumstance, shall be required to make more than one payment a month. It is understood and agreed that the OWNER is not liable for payment of any fees for Basic Services described in this AGREEMENT until funds are available from bond sales or other lawful source of funds. Non-payment within 60 days of receipt of invoice may, at ENGINEER option, result in the suspension of services upon 5 days notice to OWNER. ENGINEER will resume services upon payment in full of all outstanding undisputed invoices with no liability for such a suspension to OWNER.

5.4 Payments for Additional Services of the ENGINEER: The ENGINEER shall be reimbursed according attached Schedule of Charges for the additional services outlined under Section 3. Payments to the ENGINEER for additional services stipulated in Section 3 will be made monthly by the OWNER, upon presentation of monthly detailed statements by the ENGINEER.

SECTION 6 - THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

6.1 Termination: This Agreement may be terminated by either party by fourteen (14) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the party. If terminated due to the fault of others than the ENGINEER, the ENGINEER shall be paid for services performed to the date of termination, including reimbursements then due. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under this AGREEMENT, to the date of termination. The OWNER shall then pay the ENGINEER promptly that proportion of the prescribed charges which the services actually performed under this AGREEMENT bear to total services called for under this AGREEMENT, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this AGREEMENT shall be delivered to the OWNER when and if the AGREEMENT is terminated, but subject to the restrictions, as to their use, as set forth in Section 6.3. The Parties agree that neither shall be liable for any consequential damages, including but not limited to loss profits, lost revenue, loss of use or opportunity, loss of goodwill, special damages, indirect, punitive or exemplary damages, or future loss profits if this Agreement is terminated for cause or without cause.

6.2 Disputes: Should a dispute arise during the course of this PROJECT, both parties hereby agree to attempt in good faith to resolve the dispute through mediation prior to seeking relief from any court or through any other legal proceeding.

6.3 Ownership of Documents: Upon execution of this Agreement, the ENGINEER grants to the OWNER a nonexclusive license to reproduce the ENGINEER's completed tracings and master specifications sheets solely for purposes of constructing, using, maintaining, renovating and/or adding onto the PROJECT, provided that the OWNER shall comply with all obligations under this Agreement. The ENGINEER shall obtain similar nonexclusive licenses from the ENGINEER's consultants consistent with this Agreement. Upon termination the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the OWNER to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the PROJECT. Any use or re-use of the Instruments of service for purposes other than related to this Agreement, by OWNER or those authorized by OWNER, shall be at their sole risk and without liability to ENGINEER and OWNER, to the extent allowed by law shall indemnify and hold harmless ENGINEER and its employees and agents from and of any and all losses, demands, penalties, claims, lawsuits, fees (including reasonable attorney fees) that they incur as a result of same. Any modification of the Instruments of Service will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

6.4 Except for the licenses granted in Subparagraph 6.3 above, no other license or right shall be deemed granted or implied under this Agreement. The OWNER shall not assign, delegate,

sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the ENGINEER.

6.5. Successors and Assigns: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the ENGINEER respectively and its partners, successors, assigns and legal representatives. Neither the OWNER nor the ENGINEER shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent of the other party. This Agreement and attachments supersedes any previous contracts or oral agreements between the parties and constitutes the entire agreement between the parties.

6.6 Severability. Provisions of this AGREEMENT are severable and if any provision or part of this AGREEMENT or the application thereof to any person or circumstance should ever be held in any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of the AGREEMENT and the application of such provisions or part of this AGREEMENT to other persons or circumstances shall not be effected thereby.

6.7. Jurisdiction and Venue. The laws of the State of Texas apply to this Agreement. Venue of any civil action will be in the County where the PROJECT is located.

6.8 Indemnity. The OWNER, to the fullest extent permitted by law, will require any Contractor or Subcontractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the OWNER and the ENGINEER, their consultants and each of their officers, agents and employees from liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants or their officers, agents, and employees.

6.9 Written Notice.

Where written notice is mentioned in the AGREEMENT, it shall be sent by certified mail return receipt requested, or by personal delivery, or by facsimile, to the attention of and to the following addresses:

OWNER Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM City Engineer Director of Engineering Department City of Huntsville 448 State Highway 75 North Huntsville, TX 77320 kjengbulloch@huntsvlletx.gov	ENGINEER Charles M. Penland, P.E. Managing Principal Walter P. Moore and Associates, Inc. 1301 McKinney, Suite 1100 Houston, Texas 77010 cpenland@walterpmoore.com
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6.10 Staffing. ENGINEER acknowledges that continuity of staffing is important to the OWNER for the duration of the PROJECT. Accordingly, ENGINEER agrees to assign the following key staff to the PROJECT. No substitution will be made to the assigned key staff without the written consent of the OWNER, provided the identified staff members remain employed by the

ENGINEER:

Principal in Charge: Charles M. Penland, P.E. – Managing Principal
Project Manager: Ali Alazzawi – Project Manager

6.11 Design Delays. OWNER and ENGINEER agree that time is of the essence in ENGINEER's work related to the PROJECT, it being acknowledged that ENGINEER shall be provided reasonable time to employ safe and sound engineering practices and the services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Accordingly, ENGINEER shall have deducted from any amounts owed a sum of \$0 per calendar day beyond completion dates for the respective design phases of various PROJECT elements established in the agreed upon schedule attached to this AGREEMENT, as may be amended in writing between both parties.

6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument. Alternatively, the Parties acknowledge and agree that this Agreement may be, for convenience, executed in duplicate originals, each of which is intended to be and is as valid as its counterpart original.

6.13 Statutory Terms Applicable to State Political Subdivisions. As required by Chapter 2270, Government Code, ENGINEER hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

6.14 Open Records Contracting Information. If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Purchaser agrees that this Agreement may be terminated if Purchaser knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Purchaser agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372(a)(3)(B), Government Code.

(ii) Prohibition on Contracts with Certain Companies. Purchaser and the person or persons executing this Agreement on behalf of Purchaser, or representing themselves as executing this Agreement on behalf of Purchaser (collectively, the “Signing Entities”), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

(iii) If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Purchaser agrees that this Agreement may be terminated if Purchaser knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Purchaser agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372 (a) (3) (B), Government Code.

(iv) Companies that Boycott Certain Energy Companies or Discriminate Against the Firearms or Ammunitions Industries. The Developer agrees and represents that the total value of this Agreement shall not exceed the dollar limitation set for in Section 2274.002 (a) (2) of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) and Section 2274.002 (a) (2) of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

DRAFT

Engineering Agreement w/ Walter P. Moore and Associates, Inc.
FY 23-24 CIP Water Line Rehabilitation - #24-10-08
City of Huntsville, TX

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written:

OWNER:
CITY OF HUNTSVILLE

ENGINEER:
WALTER P. MOORE AND ASSOCIATES, INC.

Aron Kulhavy - City Manager


Charles M. Penland – Managing Principal

ATTEST:

ATTEST:

Kristy Doll - City Secretary



Dana DuPriest – Corporate Secretary

APPROVED AS TO FORM:

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: 1.f.

Agenda Item: Consider authorizing the City Manager to enter into an agreement with Aurora Technical Services for professional engineering services for the FY 23-24 CIP Waterline Replacement Project.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to authorize the City Manager to enter into an agreement with Aurora Technical Services for professional engineering services for the FY 23-24 Waterline Replacement Projects in the estimated amount of \$317,682.00.

Strategic Initiative: Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The City has been replacing existing undersized and deteriorated waterlines each year to the extent that funding is made available for this purpose. Replacing and/or upsizing will help reduce waterline breaks and associated maintenance costs, improve water circulation and pressure to serve domestic needs and install needed fire hydrants in the water distribution system to provide for fire protection. This project is listed in the 2016 Water and Wastewater Condition and Capacity Assessment Studies Table 7-2 Project #5.

A Request for Qualification (RFQ) was published, and twenty-seven (27) responses from Engineering firms were received. The Evaluation Committee consisted of five (5) staff members from three (3) departments.

This agenda item is pertaining to the City Council approved CIP FY23-24 Miscellaneous Waterline Replacement Project ID # 24-10-10. This project consists of waterline replacements along 11th Street from Hickory Drive to Normal Park Dr., along Pine Shadows Drive from Hickory Drive to Normal Park Dr., along Normal Park Dr. from Pine Shadows Drive to 11th Street, along Chimney Rock Road, Bois D Arc Dr., Cedar Dr., from Normal Park Dr. to Hickory Dr., and along Pecan Dr., Oak Dr., and Pear Dr. (See Attached Map)

Aurora Technical Services, LLC, Houston, Texas, who ranked the 4th based on the RFQ submittals received, was recommended to design this waterline replacement project.

Aurora Technical Services provided their fee proposal which consisted of waterline replacement design, bidding phase services, construction phase services and additional services (such as survey, geotechnical services, material testing, Traffic Control Plan, and Stormwater Pollution Prevention Plan). A copy of the scope, fee proposal and associated attachments received from Aurora Technical Services are attached to this agenda item.

The total fee proposed by Aurora Technical Services for Basic Services including Construction Phase Services is \$226,500.00, and the Additional Services is \$91,182.00 (not to exceed), with a total Engineering Fee of \$317,682.00. The estimated construction cost will be provided after the preliminary engineering report is completed.

The completion of the design phase is estimated to be October 2024, and construction should be completed in September 2025.

Previous Council Action: The City Council approved a total amount of \$330,000.00 in FY 2023-2024 CIP budget for developing waterline replacement design of this projects.

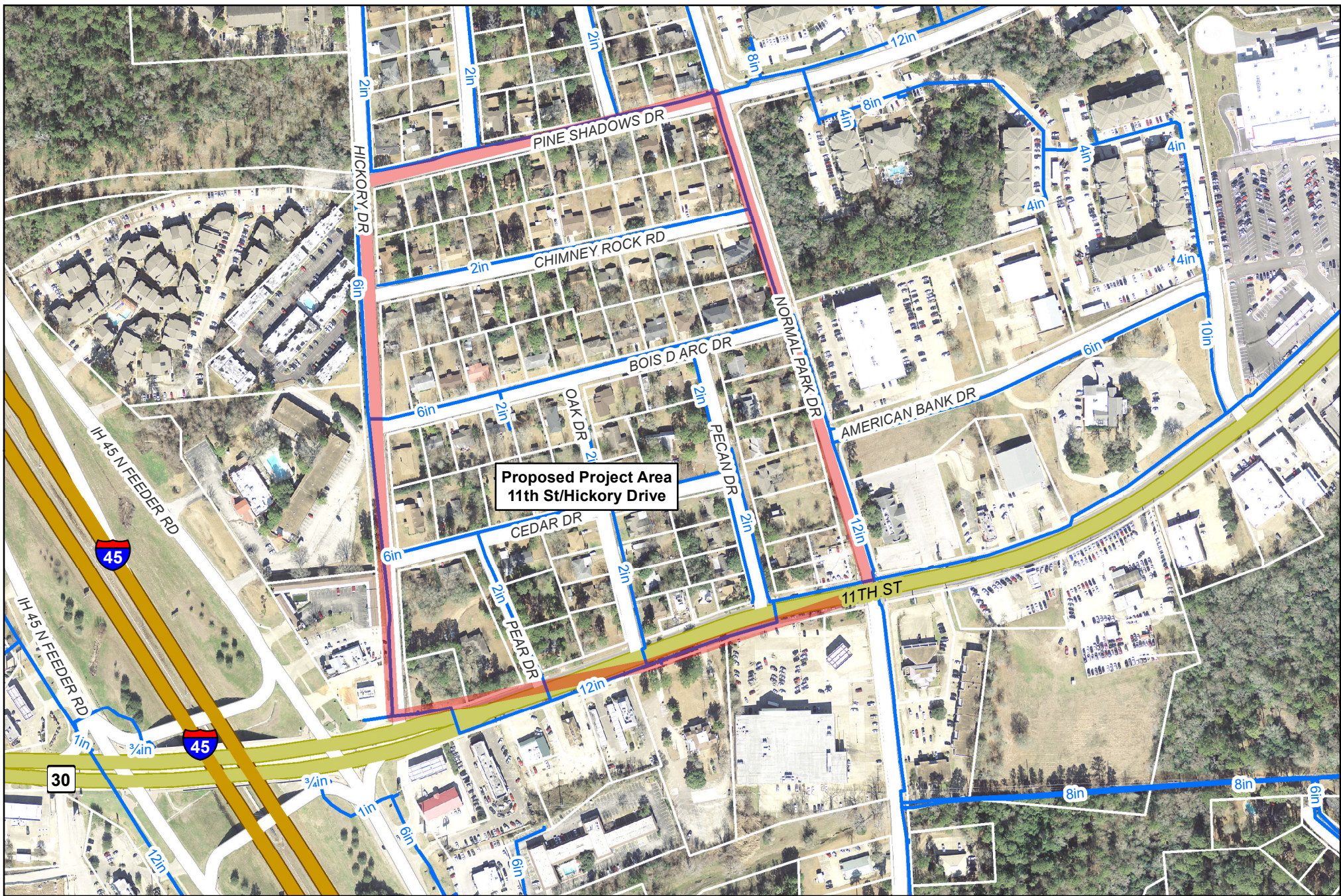
Financial Implications: ☒Item is budgeted: In the amount of \$330,000.00

Approvals:

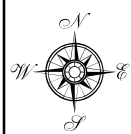
Kathlie Jeng-Bulloch
Leonard Schneider
Sam Masiel
Aron Kulhavy
Kristy Doll

Associated Information:

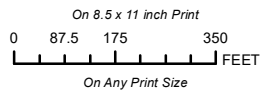
1. Project Map of 11th St - Hickory Dr WLs
2. 11th Street Hickory Drive Rehab - Proposal Package - Signed
3. Engineering Agreement 2 9 2024



The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See the full GIS Data Disclaimer at: www.huntsvilletx.gov/438/City-Maps



1 in = 333 ft



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet



CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
CIP FY 23-24 Waterline Replacement
11th Street / Hickory Drive

CREATED DATE: 1/18/2024
CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At:
www.huntsvilletx.gov/gis

February 6, 2024

Dr. Kathlie S. Jeng-Bulloch, P.E., D.WRE, CFM
Director of Engineering Department
City of Huntsville Huntsville, Texas
448 State Highway 75
Huntsville, TX 77320



Reference: **City of Huntsville – Engineering Department**
ID#: 24-10-10 – 11th Street/Hickory Drive Rehabilitation

Dear Dr. Jeng-Bulloch,

Aurora Technical Services, LLC (Aurora) is pleased to submit this proposal to provide professional engineering services for the above referenced project for the City of Huntsville (the City). The project consists of waterline replacements along 11th Street from Hickory Drive to Normal Park Dr, along Hickory Drive from 11th Street to Pine Shadows Drive, along Pine Shadows Drive from Hickory Drive to Normal Park Drive, from Normal Park Drive from Pine Shadows Drive to 11th Street, and along Chimney Rock Rd, Bois D Arc Drive, Cedar Drive, Pear Drive, Oak Drive and Pecan Drive within 11th Street, Hickory Drive, Pine Shadows Drive and Normal Park Drive.

Scope of Services

Basic Services

Aurora will provide Final Design (Phase II) Services and Construction Phase (Phase III) Services in accordance with Section A of Attachment 2 – Scope of Engineering Design Services for City of Huntsville 11th Street/Hickory Drive Rehabilitation, dated January 29th, 2024.

Additional Services

Aurora will provide the following Additional Services in accordance with Attachment 2, 6 and 7 for City of Huntsville 11th Street/Hickory Drive Rehabilitation.

1. Surveying Services (to be performed by Landtech, Inc)
2. Geotechnical Services (to be performed by Aviles Engineering Corporation)
3. Permit and Plan Review Fees
4. Traffic Control Plan (TCP)
5. Stormwater Pollution Prevention Plan (SWPPP)
6. Reimbursable Expenses

2121 Sage Rd, Suite 150
Houston, Texas 77056
281-453-7700
rortega7@auroratechservices.com

Schedule

The Preliminary Schedule for the project is included in Attachment 5. The schedule shows the design, bidding, and construction phases with the estimated start time for design being February 20th, 2024, and the estimated construction completion being September 15th, 2025. The Overall Schedule is subject to change as the project progresses as approved by the City.

Compensation

Detailed Levels of Effort for Basic Services and Additional Services are included in Attachment 2 – Levels of Effort for Basic and Additional Services, dated February 5th, 2024.

Basic Services

As noted in Attachment 1, Aurora is requesting a lump sum authorization of **\$182,000.00** for the design and bidding phase services, and a lump sum authorization of **\$44,500.00** for the construction phase services, for a total authorized amount of **\$226,500.00.**

Additional Services

A breakdown of Additional Services can be found in Attachment 1. A summary is as follows:

1. Surveying Services – Landtech, Inc	
Lump Sum/Each	\$38,300.00
2. Geotechnical Services – Aviles Engineering Corporation	
Not to Exceed	\$19,897.00
3. Permit and Plan Review Fees	
Reimbursable	\$5,000.00
4. Traffic Control Plan (TCP)	
Lump Sum	\$10,595.00
5. Stormwater Pollution Prevention Plan (SWPPP)	
Lump Sum	\$7,390.00
6. Reimbursement	
Reimbursable	\$10,000.00
Total Additional Services	<u>\$91,182.00</u>

We appreciate the opportunity to submit this proposal and work with you on this project.

2121 Sage Rd, Suite 150
Houston, Texas 77056
281-453-7700
rortega7@auroratechservices.com

City of Huntsville 11th Street/Hickory Drive Rehabilitation – Professional Engineering Services
February 6, 2024

Sincerely,
Aurora Technical Services, LLC

A handwritten signature in blue ink, appearing to read 'Rafael Ortega', with a stylized flourish at the end.

Rafael Ortega, P.E.
President

Attachments:

1. City of Huntsville 11th Street/Hickory Drive Rehabilitation – Summary Sheet
2. Level of Effort for Basic Services and Additional Services – City of Huntsville 11th Street/Hickory Drive Rehabilitation, dated February 5th, 2024
3. Scope of Engineering Services for City of Huntsville 11th Street/Hickory Drive Rehabilitation, dated January 29th, 2024
4. Project Limits
5. Project Preliminary Schedule
6. Proposal for Additional Services – Landtech, Inc
7. Proposal for Additional Services – Aviles Engineering Corporation

Attachment 1

Summary Sheet

Attachment 1
City of Huntsville
Professional Engineering Services for Design of:

ID#24-10-10 - 11th Street/Hickory Drive Rehabilitation

Aurora Technical Services, LLC

Estimated Construction Cost		\$	
Fee Basis		Lump Sum	
Basic Services			
Task			
No.	Task Name		
1	Preliminary Design (Phase I)	N/A	N/A
2	PHASE II - BASIC SERVICES	Lump Sum	\$ 182,000.00
3	PHASE III - CONSTRUCTION PHASE SERVICES	Lump Sum	\$ 44,500.00
	Total Basic Services Fee	\$ 226,500.00	
Additional Services			
Task			
No.	Task Name	Fee Basis	
1	Surveying Services - LandTech, Inc	Lump Sum	\$ 38,300.00
2	Geotechnical Investigation - Aviles Engineering Corporation	Not to Exceed	\$ 19,897.00
3	Permit and Plan Review Fees - Aurora	Reimbursable	\$ 5,000.00
4	Traffic Control Plan - Aurora	Lump Sum	\$ 10,595.00
5	SWPPP - Aurora	Lump Sum	\$ 7,390.00
6	Reimbursement (mileage, photographic, and courier/delivery services)	Reimbursable	\$ 10,000.00
	Total Additional Services Fee		\$ 91,182.00
Total Engineering Fee		\$ 317,682.00	

Attachment 2

Level of Effort for Basic Services
and Additional Services



Project ID#24-10-10 - 11th Street/Hickory Drive Rehabilitation									
Task	Description / Task	Estimated Manhours						Subtotal (hrs)	Total Fee
		Senior Project Manager	Project Manager	Professional Engineer	Graduate Engineer	Senior Designer	Admin. Assistant		
	Hourly Rates Based on Rate Schedule in Contract	\$ 255.00	\$ 200.00	\$ 175.00	\$ 125.00	\$ 115.00	\$ 90.00		
A	<u>PHASE II - BASIC SERVICES</u>								
1	<u>TASK 1: Coordination, Permits, & No-Objection Letters</u>								
	1.1 City of Huntsville (Meetings, Correspondence)								
	1.1.a Monthly Meetings and Reports	6		6	12		4	28	\$ 4,440.00
	1.2 Private Utilities (* Provide List)								
	1.2.a AT&T, Centerpoint and Entergy/Midsouth Underground Utilities Coordination/Review/Signature Process		2	4	8	8	2	24	\$ 3,200.00
	1.2.b Obtain LONOs from other private utility companies		1		8	4		13	\$ 1,660.00
	1.3 Local and Adjacent Businesses / Entities								
	1.3.a Coordination with City of Huntsville Engineering Department		4		24	16	2	46	\$ 5,820.00
	Subtotal Task 1	6	7	10	52	28	8		
		\$ 1,530.00	\$ 1,400.00	\$ 1,750.00	\$ 6,500.00	\$ 3,220.00	\$ 720.00	111	\$ 15,120.00
2	<u>TASK 2: Data Collection and Design Support</u>								
	2.1 Project Management & Controls	24					24	48	\$ 8,280.00
	2.2 Obtain, Organize and Incorporate Survey Data, Record Drawings			4	8	16		28	\$ 3,540.00
	2.3 Develop Base Map			32	64	128		224	\$ 28,320.00
	2.4 Sheet by Sheet Quantity Take-offs & Cost Estimate								
	2.4.a Quantity Take-offs & Cost Estimate at 30% submittal		2		24	16		42	\$ 5,240.00
	2.4.b Quantity Take-offs & Cost Estimate at 60% submittal		2		24	16		42	\$ 5,240.00
	2.4.c Quantity Take-offs & Cost Estimate at 90%-95% submittal		2		16	8		26	\$ 3,320.00
	2.4.d Quantity Take-offs & Cost Estimate at 100% submittal		2		16	8		26	\$ 3,320.00
	2.5 Site Visits (including with City of Huntsville)			4	8	8		20	\$ 2,620.00
	2.6 Coordination with Vendors for product and pricing support	1			8			9	\$ 1,255.00
	2.7 Quality Assurance / Quality Control								
	2.7.a Quality Assurance / Quality Control at 30%		2	4	16			22	\$ 3,100.00
	2.7.b Quality Assurance / Quality Control at 60%		2	8	12			22	\$ 3,300.00
	2.7.c Quality Assurance / Quality Control at 95%		2	16	8			26	\$ 4,200.00
	2.7.d Quality Assurance / Quality Control at 100%		4	24	8			36	\$ 6,000.00
	2.8 Tech Memo Preparation for Waterline Replacement Recommendation at 30% Submittal	1		4	8	4		17	\$ 2,415.00
	Subtotal Task 2	26	18	96	220	204	24		
		\$ 6,630.00	\$ 3,600.00	\$ 16,800.00	\$ 27,500.00	\$ 23,460.00	\$ 2,160.00	588	\$ 80,150.00





Project ID#24-10-10 - 11th Street/Hickory Drive Rehabilitation									
Task	Description / Task	Estimated Manhours						Subtotal (hrs)	Total Fee
		Senior Project Manager	Project Manager	Professional Engineer	Graduate Engineer	Senior Designer	Admin. Assistant		
	Hourly Rates Based on Rate Schedule in Contract	\$ 255.00	\$ 200.00	\$ 175.00	\$ 125.00	\$ 115.00	\$ 90.00		
3	<u>TASK 3: General Drawings</u>								
	3.1 Title Sheet, Index, General Notes, Legend & Abbreviations								
	3.1.a Title Sheet; Project Title Sheet; Vicinity Map				2	4		6	\$ 710.00
	3.1.b Index of Drawings				4	8		12	\$ 1,420.00
	3.1.c Legend				2	4		6	\$ 710.00
	3.1.d Utility and General Construction Notes			2	4	4		10	\$ 1,310.00
	3.2 Project Layout Sheets - 6 Sheets (1" = 100')			2	6	16		24	\$ 2,940.00
	3.3 Incorporate Survey Control, Baseline and Benchmarks Sheets								
	3.3.a Survey Control Map (1"=100')			1	2	4		7	\$ 885.00
	3.3.b Baseline Ties & Benchmarks			1	2	4		7	\$ 885.00
	3.4 Standard Details								
	3.4.a Standard Water Line Details - 3 Sheets			2	8	8		18	\$ 2,270.00
	3.4.b Standard Street and Sidewalk Details - 2 Sheets			2	4	4		10	\$ 1,310.00
	Subtotal Task 3	0	0	10	34	56	0		
		\$ -	\$ -	\$ 1,750.00	\$ 4,250.00	\$ 6,440.00	\$ -	100	\$ 12,440.00
4	<u>TASK 4A: Plan and Profile - Water Main Replacement (11th Street)</u>								
	4.1A Cross Streets								
	4.1A.a P&P Cross Street - Pear Dr							0	\$ -
	4.1A.b P&P Cross Street - Oak Dr							0	\$ -
	4.1A.c P&P Cross Street - Pecan Dr							0	\$ -
	4.2A Plan and Profile Sheets								
	4.2A.a P&P - 11th Street (3 Sheets)	3		3	16	32		54	\$ 6,970.00
	<u>TASK 4B: Plan and Profile - Water Main Replacement (Hickory Dr)</u>								
	4.1B Cross Streets								
	4.2B Plan and Profile Sheets								
	4.2B.a P&P - Hickory Dr (4 sheets)	4		4	16	32		56	\$ 7,400.00
	<u>TASK 4C: Plan and Profile - Water Main Replacement (Pine Shadows Dr)</u>								
	4.1C Cross Streets								
	4.1C.a P&P Cross Street - Sleepy Hollow Cir	1		1	4	8		14	\$ 1,850.00
	4.1C.b P&P Cross Street - Hollyspring Dr	1		1	4	8		14	\$ 1,850.00
	4.2C Plan and Profile Sheets								
	4.2C.a P&P - Pine Shadows Dr (3 Sheets)	3		3	12	24		42	\$ 5,550.00





Project	ID#24-10-10 - 11th Street/Hickory Drive Rehabilitation								
Task	Description / Task	Estimated Manhours						Subtotal (hrs)	Total Fee
		Senior Project Manager	Project Manager	Professional Engineer	Graduate Engineer	Senior Designer	Admin. Assistant		
	Hourly Rates Based on Rate Schedule in Contract	\$ 255.00	\$ 200.00	\$ 175.00	\$ 125.00	\$ 115.00	\$ 90.00		
	<u>TASK 4D: Plan and Profile - Water Main Replacement (Normal Park Dr)</u>								
	4.1D Cross Streets								
	4.1D.a P&P Cross Street - American Bank St	1		1	4	8		14	\$ 1,850.00
	4.2D Plan and Profile Sheets								
	4.2D.a P&P - Normal Park Dr (3 Sheets)	3		3	12	24		42	\$ 5,550.00
	<u>TASK 4E: Plan and Profile - Water Main Replacement (Pear Dr)</u>								
	4.1E Cross Streets								
	4.2E Plan and Profile Sheets								
	4.2E.a P&P - Pear Dr (1 Sheets)	1		1	4	8		14	\$ 1,850.00
	<u>TASK 4F: Plan and Profile - Water Main Replacement (Oak Dr)</u>								
	4.1F Cross Streets								
	4.2F Plan and Profile Sheets								
	4.2F.a P&P - Oak Dr (2 Sheets)	2		2	8	16		28	\$ 3,700.00
	<u>TASK 4G: Plan and Profile - Water Main Replacement (Pecan Dr)</u>								
	4.1G Cross Streets								
	4.2G Plan and Profile Sheets								
	4.2G.a P&P - Pecan Dr (2 Sheets)	2		2	8	16		28	\$ 3,700.00
	<u>TASK 4H: Plan and Profile - Water Main Replacement (Chimney Rock Rd)</u>								
	4.1H Cross Streets								
	4.2H Plan and Profile Sheets								
	4.2H.a P&P - Chimney Rock Rd (3 Sheets)	3		3	12	24		42	\$ 5,550.00
	<u>TASK 4H: Plan and Profile - Water Main Replacement (Bois D Arc Dr)</u>								
	4.1H Cross Streets								
	4.2H Plan and Profile Sheets								
	4.2H.a P&P - Bois D Arc Dr (3 Sheets)	3		3	12	24		42	\$ 5,550.00
	<u>TASK 4H: Plan and Profile - Water Main Replacement (Cedar Dr)</u>								
	4.1H Cross Streets								
	4.2H Plan and Profile Sheets								
	4.2H.a P&P - Cedar Dr (2 Sheets)	2		2	8	16		28	\$ 3,700.00
	Subtotal Task 4	29	0	29	120	240	0		
		\$ 7,395.00	\$ -	\$ 5,075.00	\$ 15,000.00	\$ 27,600.00	\$ -	418	\$ 55,070.00





Project ID#24-10-10 - 11th Street/Hickory Drive Rehabilitation									
Task	Description / Task	Estimated Manhours						Subtotal (hrs)	Total Fee
		Senior Project Manager	Project Manager	Professional Engineer	Graduate Engineer	Senior Designer	Admin. Assistant		
	Hourly Rates Based on Rate Schedule in Contract	\$ 255.00	\$ 200.00	\$ 175.00	\$ 125.00	\$ 115.00	\$ 90.00		
5	TASK 5: Project Manual								
	6.1 Prepare Division 00 Documents								
	6.1.a Construction Schedule	2		4	12			18	\$ 2,710.00
	6.1.b Contract Days Determination	2		4	12			18	\$ 2,710.00
	6.2 Prepare Division 01 Documents								
	6.2.a Section 01110 - Summary of Work	2		8	16			26	\$ 3,910.00
	6.3 Standard Specifications and Supplements	2		2	8			12	\$ 1,860.00
	Subtotal Task 5	8	0	18	48	0	0		
		\$ 2,040.00	\$ -	\$ 3,150.00	\$ 6,000.00	\$ -	\$ -	74	\$ 11,190.00
6	TASK 6: Bidding Process								
	1.1 Addenda and Clarifications	1		4	8	4	1	18	\$ 2,505.00
	1.2 Evaluate Bids and Prepare Bid tabs and Recommendation Letter								
	1.2.a Evaluate Bids Received, and Prepare a Tabulation of Bids.	1		4	4		1	10	\$ 1,545.00
	1.3 Pre-Bid Meeting and Meeting Minutes Preparation	1		2	4		2	9	\$ 1,285.00
	1.4 Provide Conformed Documents			2	8	4	2	16	\$ 1,990.00
	Subtotal Task 6	3	0	12	24	8	6		
		\$ 765.00	\$ -	\$ 2,100.00	\$ 3,000.00	\$ 920.00	\$ 540.00	53	\$ 7,325.00
	SUB-TOTAL BASIC SERVICES HOURS	72	25	175	498	536	38	1344	
	SUB-TOTAL BASIC SERVICES COST	\$ 18,360.00	\$ 5,000.00	\$ 30,625.00	\$ 62,250.00	\$ 61,640.00	\$ 3,420.00		\$ 181,295.00
	Expenses (Mileage, Reproductions, Deliveries)								\$ 705.00
	SUBTOTAL PHASE II BASIC WATER LINE DESIGN SERVICE FEES								\$ 182,000.00





Project ID#24-10-10 - 11th Street/Hickory Drive Rehabilitation									
Task	Description / Task	Estimated Manhours						Subtotal (hrs)	Total Fee
		Senior Project Manager	Project Manager	Professional Engineer	Graduate Engineer	Senior Designer	Admin. Assistant		
	Hourly Rates Based on Rate Schedule in Contract	\$ 255.00	\$ 200.00	\$ 175.00	\$ 125.00	\$ 115.00	\$ 90.00		
B	<u>PHASE III - CONSTRUCTION PHASE SERVICES</u>								
1	<u>TASK 1: Construction Phase Services</u>								
	1.1 Support Program Manager in Meeting & Site Visits								
	1.1.a Pre-constructing Meeting and Meeting Minutes Preparation	2		2	6			10	\$ 1,610.00
	1.1.b Site Visits Including Site Observation Reports	4		8	40	16		68	\$ 9,260.00
	1.1.c Substantial/Final Completion Walkthrough, Punch List, and Follow-Up	4		4	8		1	17	\$ 2,810.00
	1.2 Submittals & RFIs								
	1.2.a Respond to Request for Information	4		8	32	4		48	\$ 6,880.00
	1.2.b EOR-Responsibility Water Line Design Standard Submittals Review		4	8	32	8		52	\$ 7,120.00
	1.2.c Initial Review of Contractor Water Line Design Change Proposal		4	8	8		1	21	\$ 3,290.00
	1.2.d Preparation of Water Line As-Built Drawings Based on Contractor's red-lined drawings			8	32	40		80	\$ 10,000.00
	1.2.e Contractor's Pay Applications Review and Recommendations			8	16			24	\$ 3,400.00
	Subtotal Task 1	14	8	54	174	68	2		
		\$ 3,570.00	\$ 1,600.00	\$ 9,450.00	\$ 21,750.00	\$ 7,820.00	\$ 180.00	320	\$ 44,370.00
Expenses (Mileage, Reproductions, Deliveries)									\$ 130.00
TOTAL PHASE III - CONSTRUCTION PHASE SERVICE FEES									\$ 44,500.00
	SUB-TOTAL BASIC SERVICES HOURS	86	33	229	672	604	40	1664	
	SUB-TOTAL BASIC SERVICES COST	\$ 21,930.00	\$ 6,600.00	\$ 40,075.00	\$ 84,000.00	\$ 69,460.00	\$ 3,600.00		\$ 225,665.00
Expenses (Mileage, Reproductions, Deliveries)									\$ 835.00
TOTAL BASIC SERVICES COST									\$ 226,500.00





Project ID#24-10-10 - 11th Street/Hickory Drive Rehabilitation									
Task	Description / Task	Estimated Manhours						Subtotal (hrs)	Total Fee
		Senior Project Manager	Project Manager	Professional Engineer	Graduate Engineer	Senior Designer	Admin. Assistant		
	Hourly Rates Based on Rate Schedule in Contract	\$ 255.00	\$ 200.00	\$ 175.00	\$ 125.00	\$ 115.00	\$ 90.00		
C	<u>Additional Services</u>								
1	<u>TASK 1: Topographic Survey - LandTech, Inc</u>								
	1.1 See attached Proposal from LandTech for Topographic Surveying Services dated 1/29/2024							0	\$ 38,300.00
	Subtotal Additional Services	0	0	0	0	0	0		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 38,300.00
2	<u>TASK 2: Geotechnical Investigation - Aviles Engineering Corporation</u>								
	2.1 See attached Proposal from Aviles Engineering Corporation for Geotechnical Services dated 1/29/2024							0	\$ 19,897.00
	Subtotal Additional Services	0	0	0	0	0	0		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 19,897.00
3	<u>TASK 3: Permit and Plan Review Fees - Aurora</u>								
	3.1 City of Huntsville Plan Review and Permit Fees (Reimbursable)							0	\$ 5,000.00
	Subtotal Additional Services	0	0	0	0	0	0		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 5,000.00
4	<u>TASK 4: Traffic Control Plan - Aurora</u>								
	4.1 Traffic Control General Notes			1	4	4		9	\$ 1,135.00
	4.2 Traffic Control Drawings			4	16	32		52	\$ 6,380.00
	4.3 Traffic Control Standard Details			2	4	8		14	\$ 1,770.00
	4.4 QA/QC Reviews	2	4					6	\$ 1,310.00
	Subtotal Additional Services	2	4	7	24	44	0		
		\$ 510.00	\$ 800.00	\$ 1,225.00	\$ 3,000.00	\$ 5,060.00	\$ -	81	\$ 10,595.00





Project ID#24-10-10 - 11th Street/Hickory Drive Rehabilitation		Estimated Manhours						Subtotal (hrs)	Total Fee
Task	Description / Task	Senior Project Manager	Project Manager	Professional Engineer	Graduate Engineer	Senior Designer	Admin. Assistant		
	Hourly Rates Based on Rate Schedule in Contract	\$ 255.00	\$ 200.00	\$ 175.00	\$ 125.00	\$ 115.00	\$ 90.00		
5	TASK 5: SWPPP - Aurora								
	5.1 SWPPP General Notes				2	2		4	\$ 480.00
	5.2 SWPPP Drawings			2	8	24		34	\$ 4,110.00
	5.3 SWPPP Details				2	4		6	\$ 710.00
	5.4 SWPPP Report			1	2	4		7	\$ 885.00
	5.5 SWPPP Standard Specs and Supplemental			1	2	2		5	\$ 655.00
	5.6 QA/QC Reviews		1	2				3	\$ 550.00
	Subtotal Additional Services	0	1	6	16	36	0		
		\$ -	\$ 200.00	\$ 1,050.00	\$ 2,000.00	\$ 4,140.00	\$ -	59	\$ 7,390.00
6	TASK 6: Reimbursables Expenses								
	7.1 Reimbursable Expenses - Mileage, Photographic, and Courier/Delivery Services							0	\$ 10,000.00
	Subtotal Additional Services	0	0	0	0	0	0		
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 10,000.00
Total Expenses (Mileage, Reproductions, Deliveries)									
TOTAL ADDITIONAL SERVICES COST									\$ 91,182.00



Attachment 3

Scope of Engineering Services

Attachment 3 – Scope of Engineering Services

City of Huntsville – Engineering Department

Project ID#: 24-10-10
11th Street/Hickory Dr Rehabilitation

SUMMARY OF ENGINEERING DESIGN SERVICES

City of Huntsville (the City) has identified the need for professional engineering services for design and construction of necessary waterline replacements. Project location is shown in Exhibit 1.

Design Engineer – Is designated to be Aurora Technical Services, LLC (Aurora).

The scope of work (Basic Design and Additional Services) below describes the significant tasks, milestones, and deliverables anticipated to meet the project objectives. Additional Services will require prior approval from the City and will be issued a separate Notice to Proceed as appropriate.

SCOPE OF WORK

A. Basic Services - Final Design (Phase II)

Task 1: Coordination, Permits & No-Objection Letters

1. Conduct monthly progress and review meetings with assigned The City staff to report on project status, provide coordination of project activities focusing on Critical Path and Risk Management design issues that may result in project and schedule impact. Aurora shall prepare and lead the Meeting Agendas, including Design Kickoff meetings and preparation of meeting minutes.
2. Prepare documents necessary to obtain approval of governmental authorities having jurisdiction over the design or operation of the Project, including all public and private utilities affected by the Project. Obtain the signatures of representatives of such public and private authorities necessary to indicate approval of the Project. This effort includes coordination with public and private utilities and verification of such utilities within the project limits.
3. Effort will include the preparation of utility conflict letters.
4. Follow The City's standard design requirements or guidelines including CAD standards for design consistency.

Task 2: Horizontal Alignment and 30% Design Submittal

1. Establish horizontal and vertical alignments.

Attachment 3 – Scope of Engineering Services

- Identify limits of trenchless construction
 - Provide completed background of existing utilities and existing topographic features.
 - Show appurtenances at necessary locations.
2. Prepare and provide Engineer's estimate of probable construction costs and sheet-by-sheet quantity take-off (QTO).
 3. Prepare and provide a Technical Memo summarizing waterline sizes and additional locations for replacements.
 4. Project 30% Pre-submittal Meeting with The City.
 5. Prepare and provide 30% Submittal deliverables including:
 - a. Engineer's estimate of probable costs
 - b. Construction Drawings including:
 - Cover Sheet/Vicinity Map
 - General Construction Notes
 - Legend & Abbreviations
 - Sheet Layout
 - Plan Sheets – Horizontal Alignment
 - Preliminary details including any known project specific details at conceptual level.
 - Conceptual Traffic Control Plan
- Up to four (4) bonded copies (full size 24" x 36") and one pdf of 30% submittal package (plans and specifications) will be provided to The City for review.

Deliverables/Milestone:

1. Submittals to comply with 30% design requirements.
2. Project Invoicing Milestone; Upon approval of submittal, at no more than 35% of the Basic Services fee.

Task 3: 60% Design Submittal

1. Finalize horizontal and vertical alignment. Alignment will identify clearances to existing utilities, locations of appurtenances and limits of trenchless construction. Include completed background of existing utilities as well as all topographic features.

Attachment 3 – Scope of Engineering Services

2. Develop Construction Specifications consisting of a table of contents listing standard specifications, proposed/anticipated project specific technical specifications, and draft copies of the necessary supplements.
3. Incorporate the City's comments received from the 30% review.
4. Prepare Engineer's estimate of probable construction costs and QTO.
5. Provide documentation to support the estimated construction duration.
6. Documentation that 60% Drawings have been submitted to private utilities companies in PDF form.
7. Project 60% Pre-submittal Meeting with The City
8. Provide 60% Submittal deliverables including:
 - a. Engineer's estimate of probable cost and sheet-by-sheet QTO
 - b. Draft Geotechnical Boring Logs
 - c. Construction Drawings including:
 - Cover Sheet/Vicinity Map
 - Index Sheet
 - General Construction Notes with pipeline & private utilities requirements
 - Legend & Abbreviations
 - Sheet Layout
 - Survey Control Map
 - Plan and Profile Sheets
 - Standard Details
 - Traffic Control Plans including project specific detours and requirements
 - d. 60% Design Submittal Checklist
 - e. Construction Specifications and draft supplements.
 - f. Up to four (4) bonded copies (full size 24" x 36") and one pdf of 60% submittal package (plans and specifications) will be provided to The City for review.
 - g. Construction duration calculation.

Deliverables/Milestone:

1. Submittal to comply with 60% design requirements.

Attachment 3 – Scope of Engineering Services

2. Project Invoicing Milestone; Upon approval of submittal, at no more than 60% of the Basic Services fee.

Task 4: Final (95%) Submittal

- Project 95% Pre-submittal Meeting with The City.
- Incorporate the City's comments received from the 60% review.
- Completed Construction Specifications including a table of contents with standard specifications, project specific technical specifications, and necessary supplements.
- Prepare Engineer's estimate of probable construction costs and QTO.
- Documentation to support the estimated construction duration.
- Documentation of approval from regulatory agencies and private utility companies, as available, including obtained Letters of No Objection (LONOs).
- Prepare Drawings and Specifications for related project scope at or above 95% design level with corresponding design details to enable pre-final construction ready review and to obtain the City's approval.
- Documentations that Drawings have been submitted to private utilities companies in PDF form.
- Prepare and provide 95% Submittal deliverables including:
 - a. Construction Drawings including:
 - Cover Sheet/Vicinity Map
 - Index Sheet
 - General Construction Notes with private utilities requirements
 - Legend & Abbreviation
 - Sheet Layout and Bore Plan
 - Survey Control Map
 - Plan and Profile Sheets
 - Standard Details
 - Traffic Control Plans
 - Storm Water Pollution Prevention Plan
 - b. 60% Submittal Comment Resolution Log
 - c. Construction Specifications and final supplements
 - d. Engineer's estimate of probable costs and QTO

Attachment 3 – Scope of Engineering Services

- e. Final Geotechnical Letter
- f. Updated Construction Duration Calculation
- g. Up to four (4) bonded copies (full size 24" x 36") and one pdf of 95% submittal package (plans and specifications) will be provided to The City for review.

Deliverables/Milestone:

1. Submittal to comply with 95% design requirements
2. Project Invoicing Milestone; Upon approval of submittal, at no more than 90% of the Basic Services fee.

Task 5: Bid Ready (100%) Submittal

3. Incorporate the City's comments received from the 95% review, including the 95% Submittal comment resolution log.
4. Project 100% Pre-submittal Meeting with The City.
 - Submit to The City five (5) full size sets of signed and sealed drawings, five (5) sets of signed and sealed Construction Specifications and one (1) PDF electronic copy of the full-size drawings and Construction Specifications. Construction Drawings submitted to the City shall:
 - Have approval signatures from all regulatory agencies and private utility companies (as applicable) other than the City.
 - Be signed and sealed by a professional engineer licensed in the State of Texas.
 - Coordinate with the Contractor and assembling the Project Manuals for final City personnel signatures. The City will provide standard front-end documentation/requirements to Aurora for incorporation into the Project Manual.
5. Submit Engineer's estimate of probable construction costs and QTO.
6. Submit an electronic CAD file of final drawings to The City. Electronic CAD file will contain a strip map of plan view as well as all sheets in plan set.
7. Deliver required permit approvals.
8. Submit a summary of internal review comments on submittal documents.

Deliverables/Milestone:

1. Bid-ready Contract Manual to include Plan, Specifications, and Estimate as well as all necessary permits, utility coordination.
2. Project Invoicing Milestone; Upon approval of submittal, at no more than 95% of the Basic Services fee.

Attachment 3 – Scope of Engineering Services

Task 6: Bidding Phase Services

1. Assist the City with construction bidding process. Aurora shall prepare and lead the Meeting Agendas, including Pre-bid meetings and preparation of meeting minutes.
2. Attend the pre-bid conference.
3. Prepare written clarifications and draft addenda as required for The City's approval.
4. Evaluate bids received and prepare a tabulation of bids. Provide a recommendation letter for award of construction contract.
5. Provide Conformed Documents in PDF format.

B. Construction Phase Services

Task 1: Construction Phase Services

1. Aurora shall prepare and lead the Meeting Agendas, including Pre-Construction and preparation of meeting minutes. Aurora shall assist the City in responding to technical questions and interpretations regarding the Construction Drawings and Specifications.
2. Review and take appropriate action Contractor shop drawings, design standard and non-standard submittals.
3. Evaluate and respond to Contractor's RFI and RFP. This includes providing clarifications and recommendations to assist the City in resolving field problems relating to construction. Effort will include revisions to the contract documents as appropriate to convey responses.
4. Provide advice and consultation concerning proposed change orders.
5. Make at a minimum monthly periodic site visits and report on project progress. Report any observed project variations. Such site visits are to be coordinated with the City's Construction Manager.
6. Advise The City on any observed deviations from Contract Documents.
7. Assist in resolving field problems relating to the design developed by the Engineer.
8. Review and provide recommendations for Contractor's Pay Applications.
9. Attend final walkthrough inspection.
10. Prepare Record Drawings from contractor "as-built" red-lines and on submitted RFI's.

Deliverables/Milestone:

1. Monthly site observation report; submittals, RFI and RFP responses; and As-Built.
2. Project Invoicing Milestone; after 25% of Construction Phase fee, cannot exceed contractor's % complete.

Attachment 3 – Scope of Engineering Services

C. Additional Services

- Topographic Surveying Services (to be performed by LandTech, Inc)
 - Effort does not include Boundary Survey Services. The City Surveyor shall provide ROW Boundary in CAD format for Landtech, Inc to use.
 - Current assumption is that the waterline replacement to be within public ROW. Should Metes and Bounds preparation be required, a separate proposal will be submitted to the City for review and approval.
- Geotechnical Investigation (to be performed by Aviles Engineering Corporation)
- Permits and Plan Review Fee
- Traffic Control Plan (to be performed by Aurora)
- SWPPP (to be performed by Aurora)
- Optional Topographic Survey (to be performed by LandTech, Inc)
- Reimbursable Expenses
 - Effort includes miscellaneous services such as mileage, reproductions, photographic and courier/delivery services.
 - Invoices for this effort shall include receipts, mileage reports, and/or summary of related services performed for the project as approved by the City.

Refer to Appendix A-1 for description of Additional Services proposed.

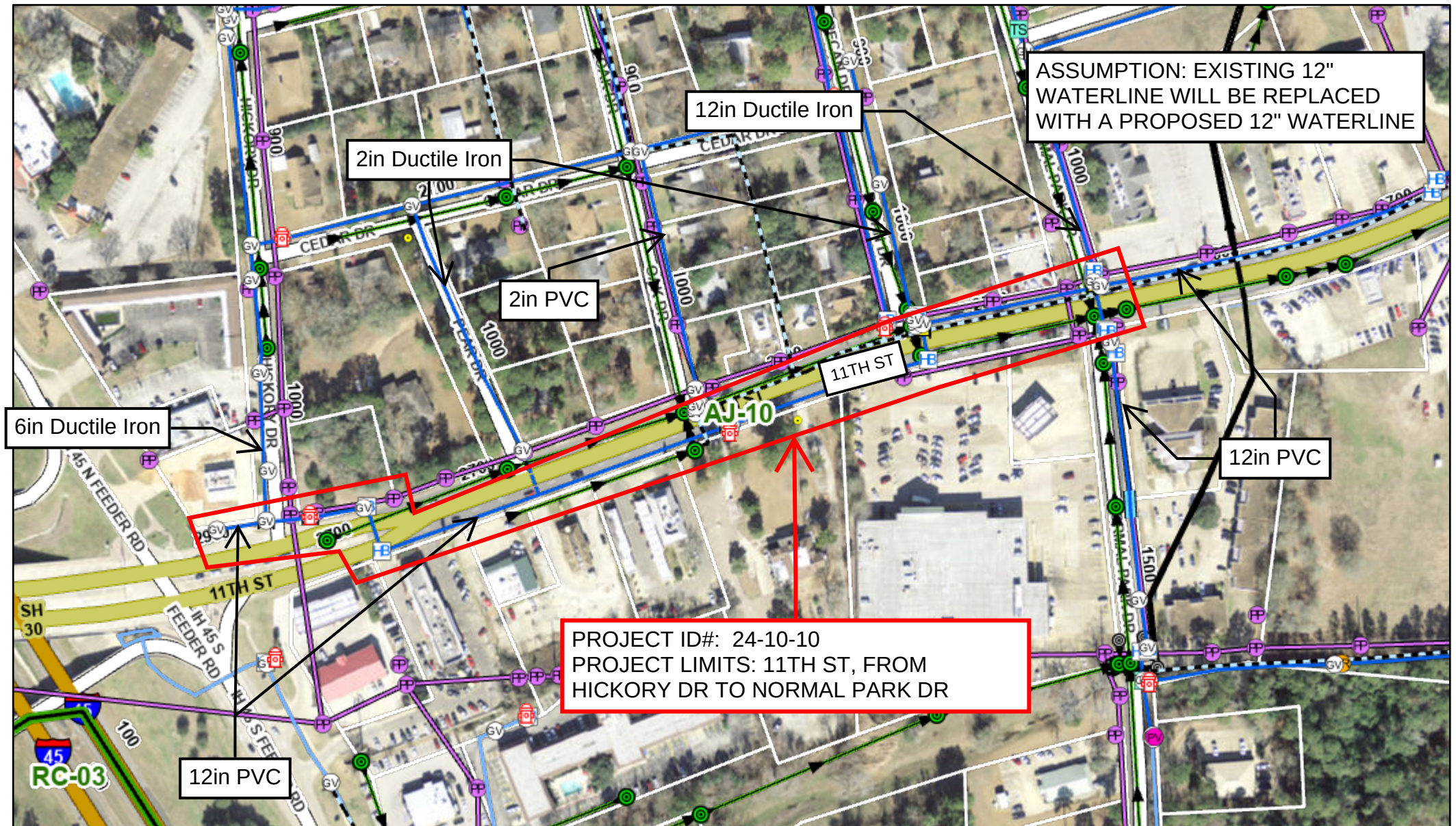
The City's Responsibilities and Scope Coordination

Unless specified or agreed upon otherwise, scope of work to be provided by the City will include the following:

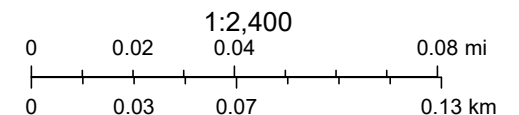
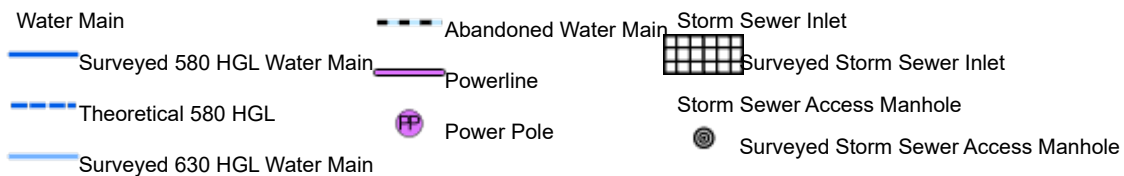
1. Provide necessary information, survey data, drawings, ROW information, existing water meter counts, etc. from adjacent projects, properties.
2. Environmental Site Assessment (ESA) Phase I and Phase II studies are not included as part of this scope.
3. Should engineering support be required during eminent domain process for the easement acquisitions, a separate proposal will be requested by the City.
4. Permits fees and Reimbursable Expenses to be reimbursed as they are paid throughout the project duration.

Attachment 4

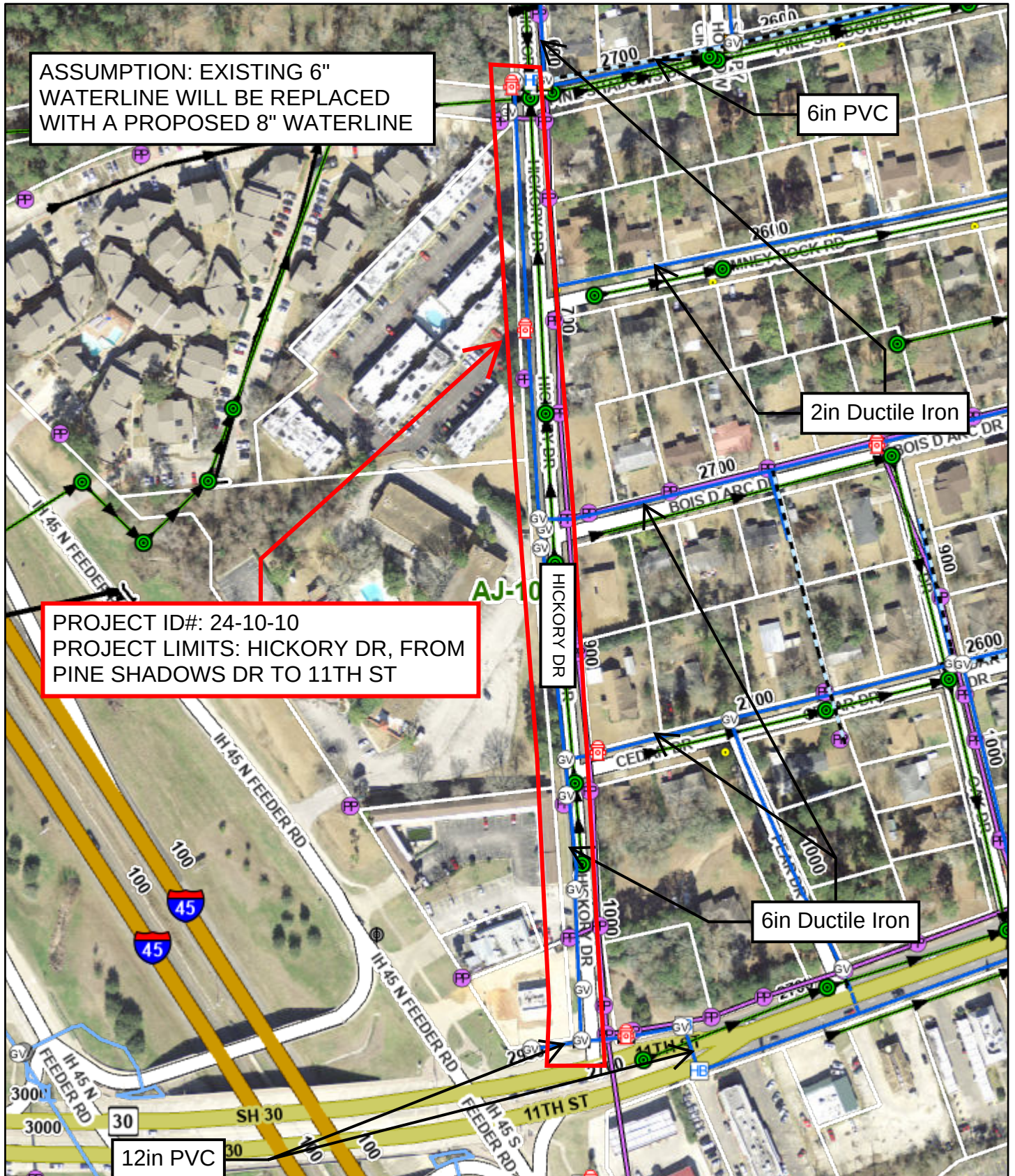
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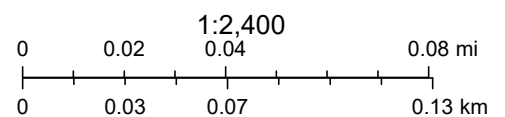
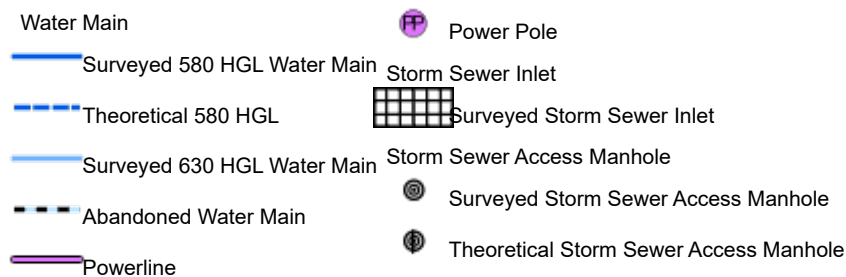
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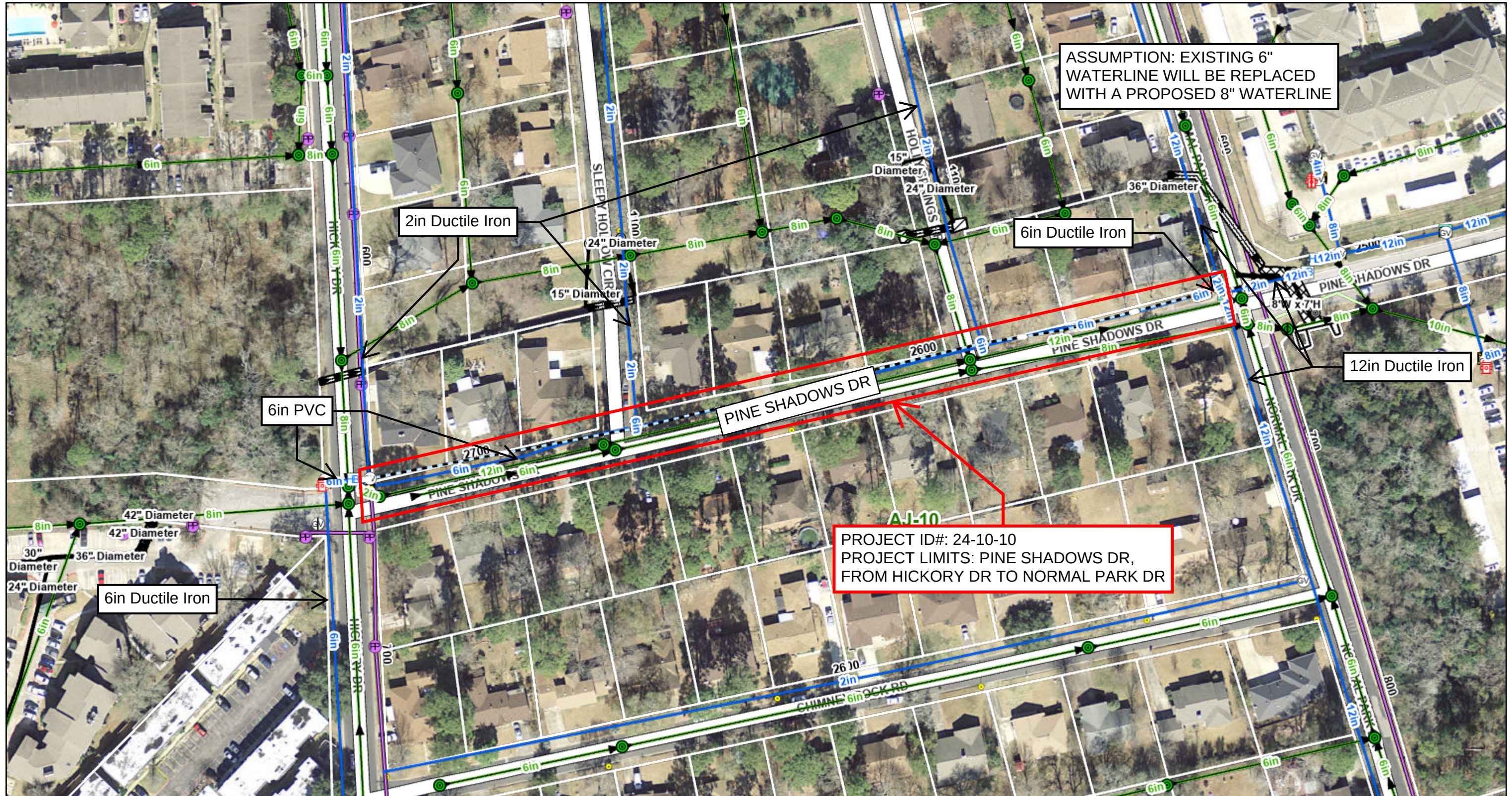
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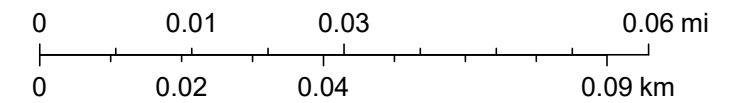
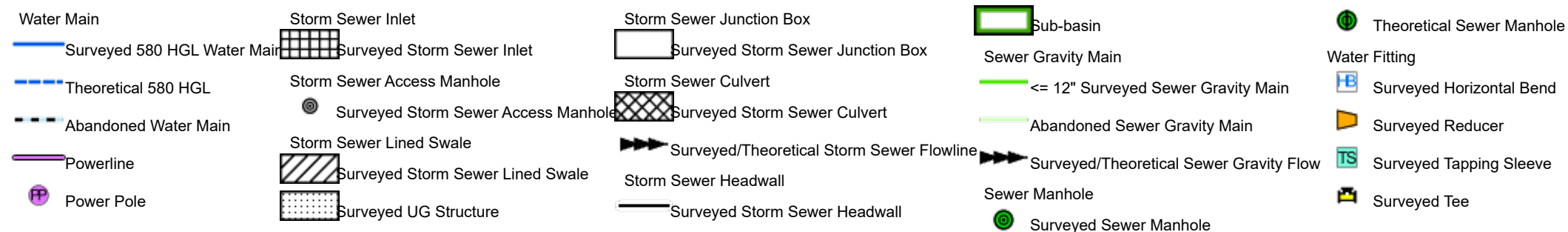


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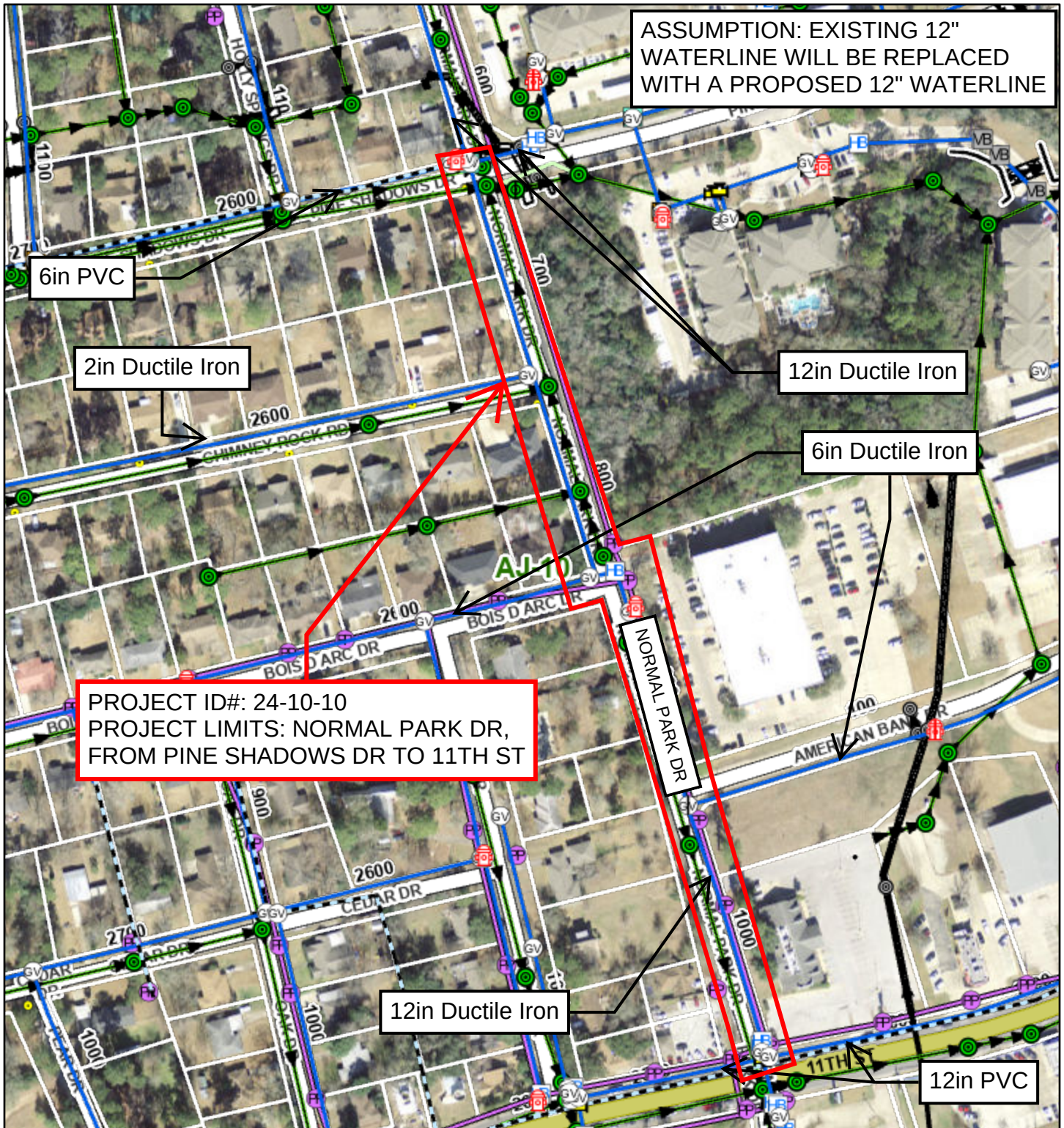


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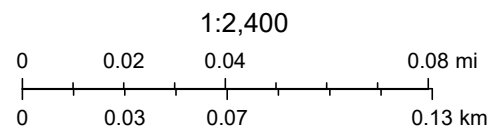
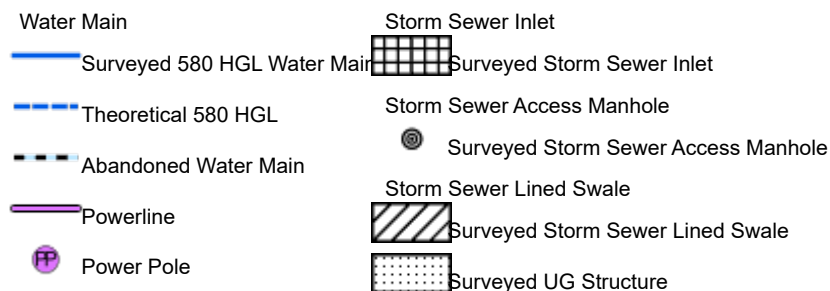
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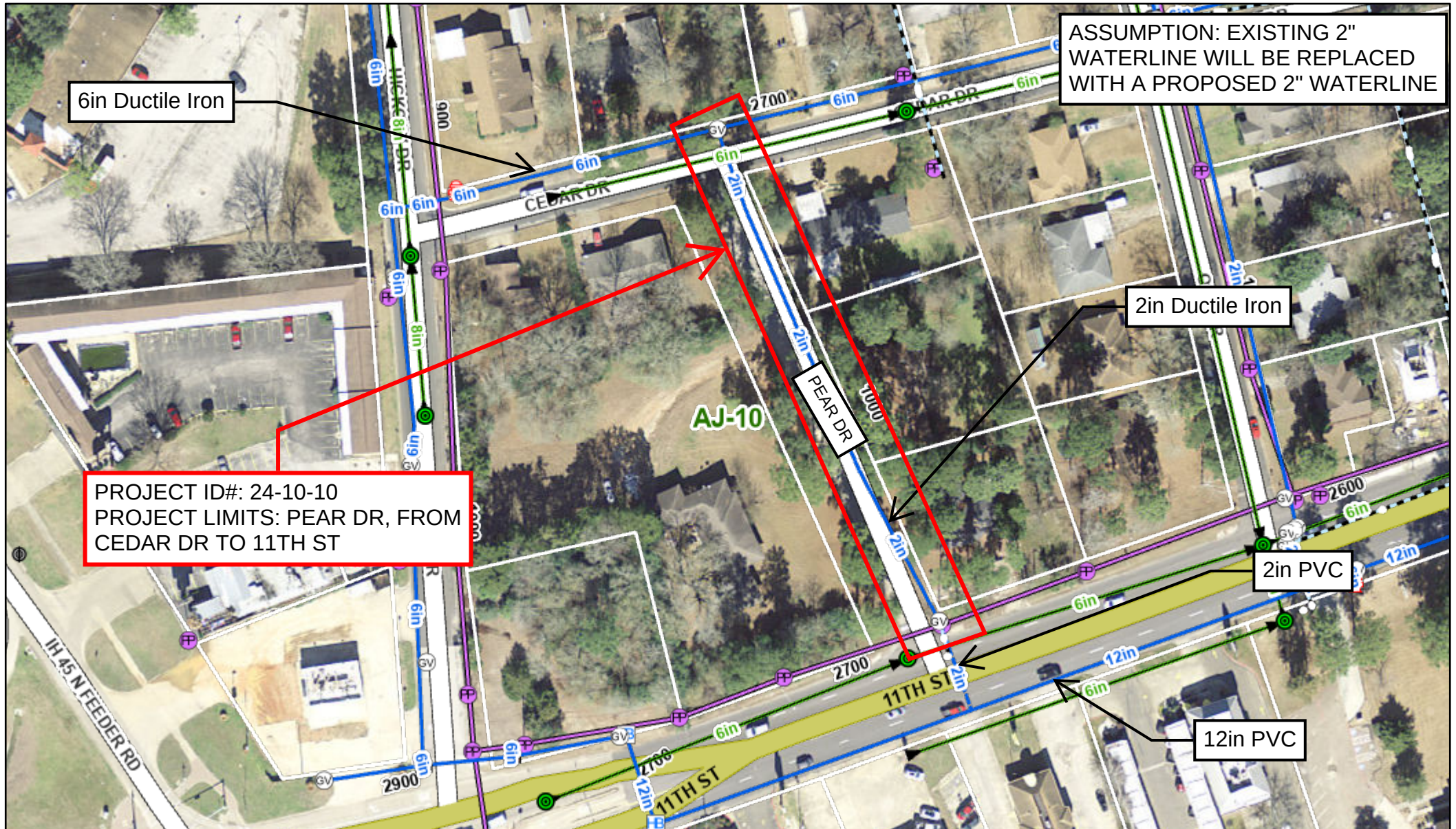


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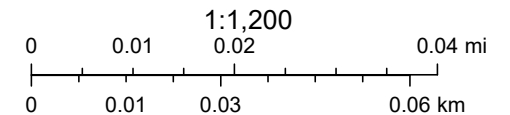
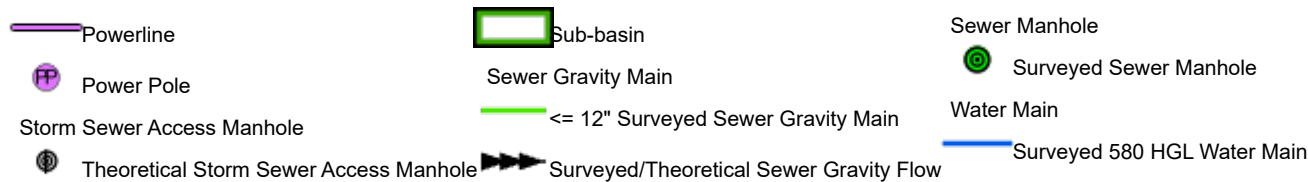


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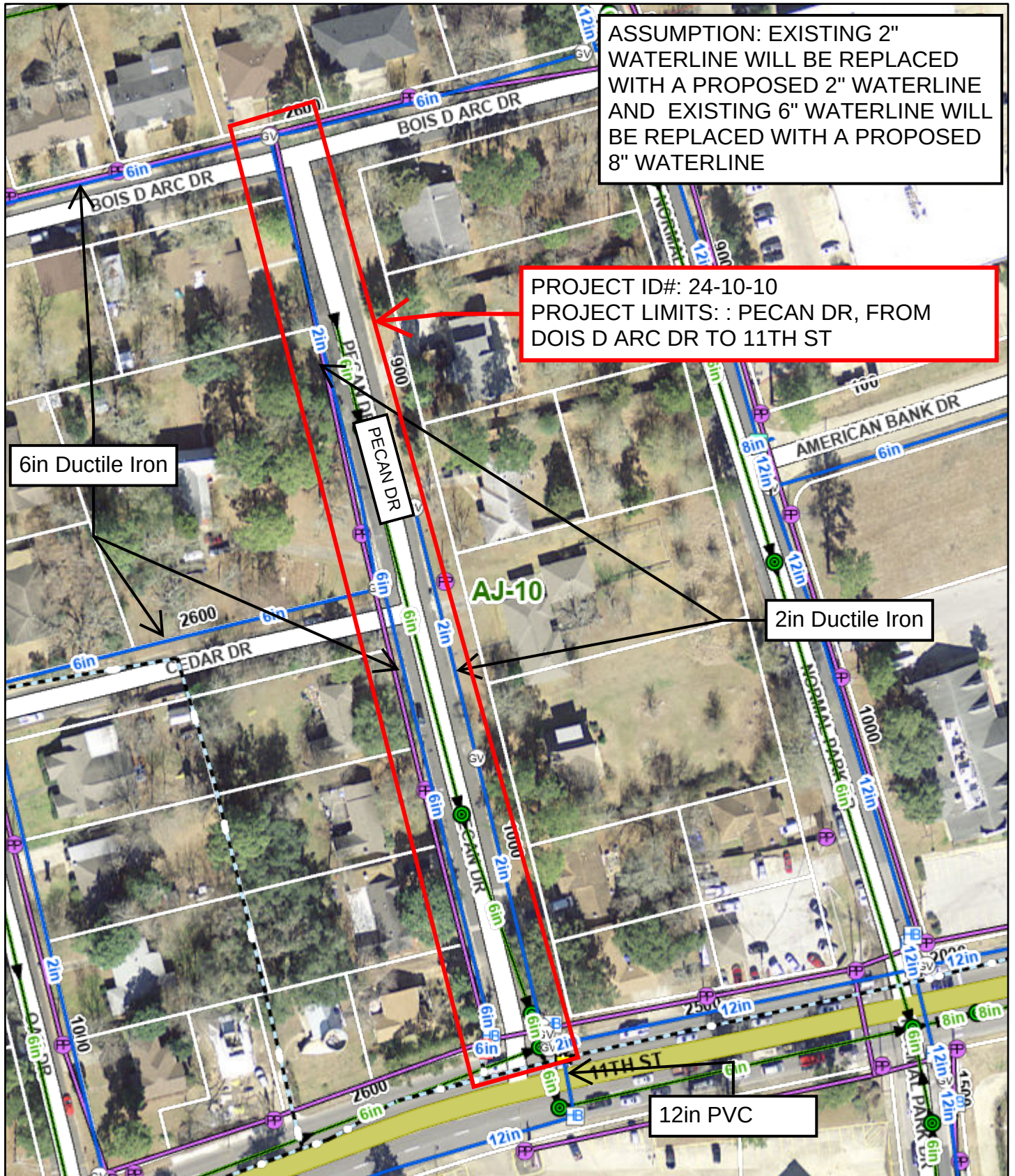




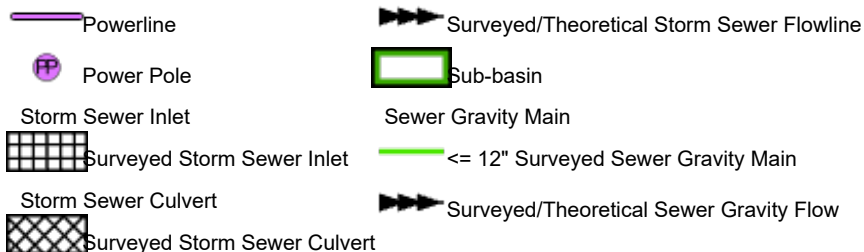
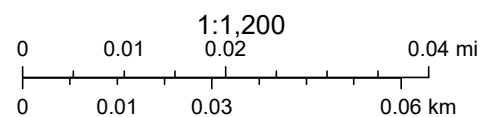
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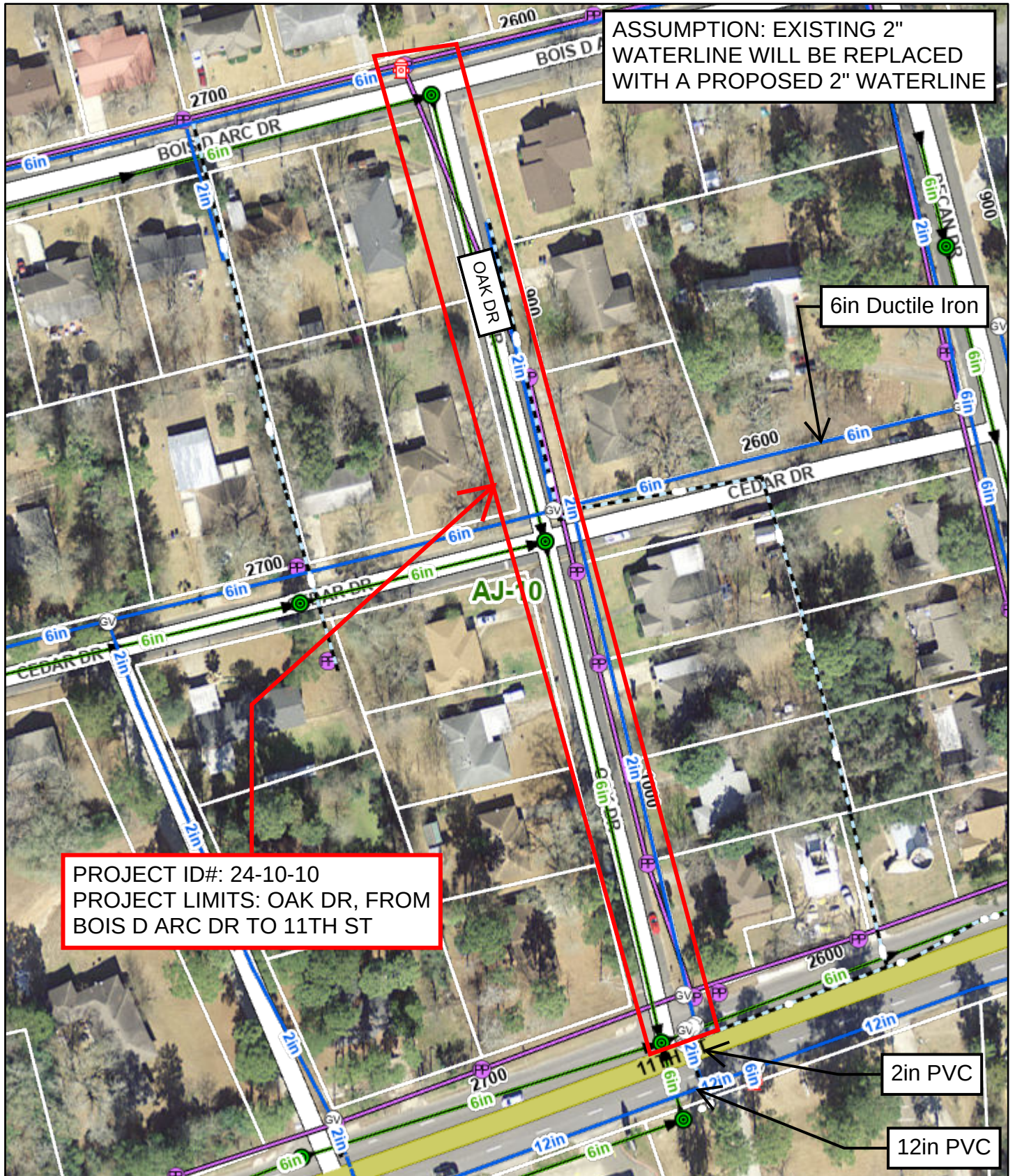
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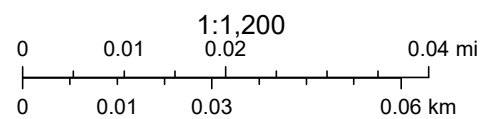
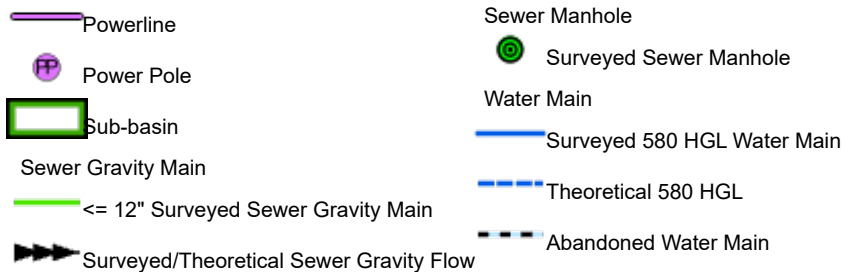
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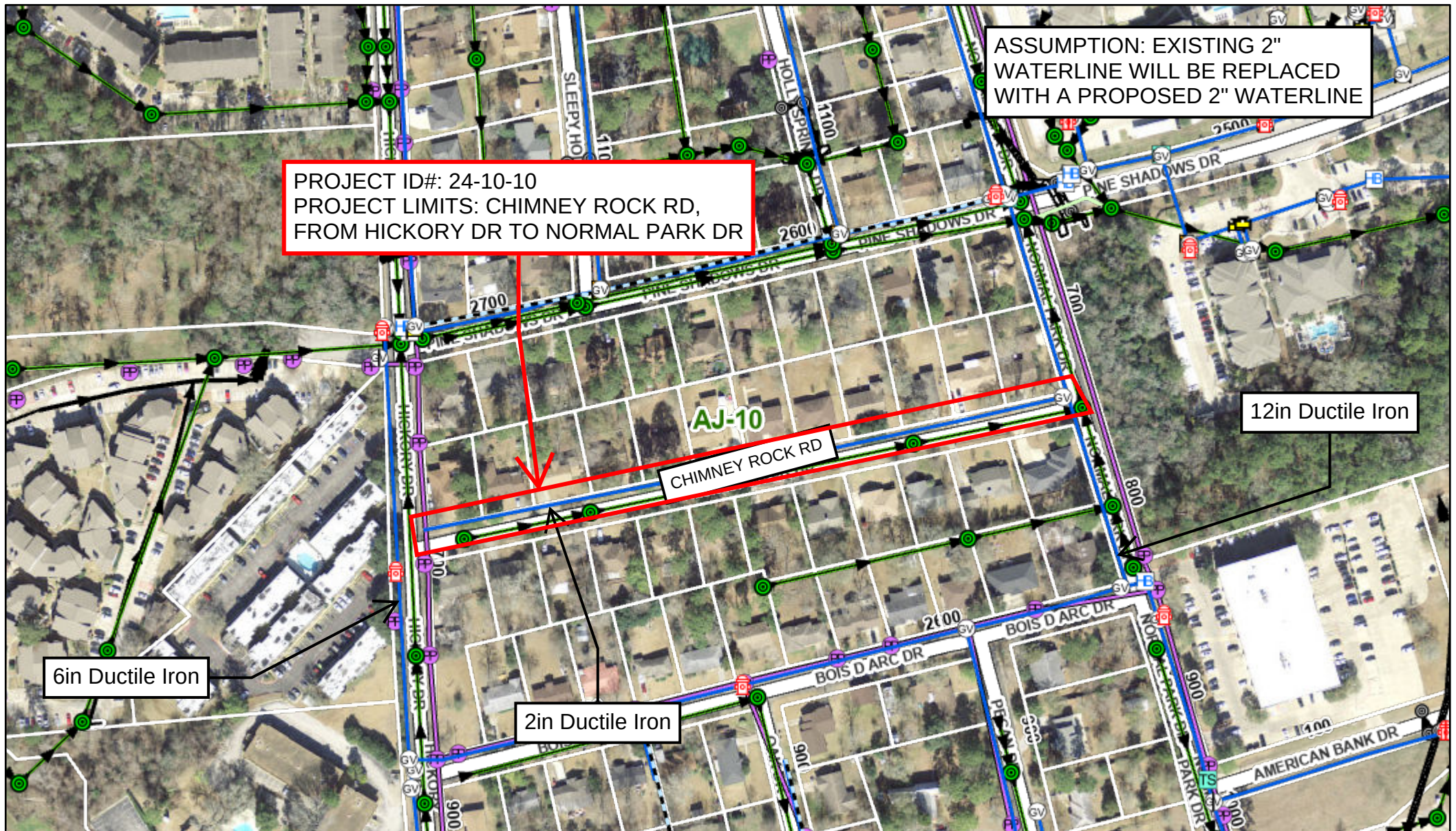


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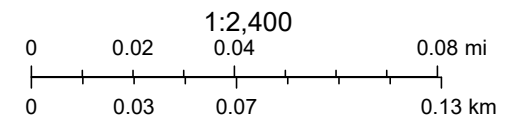
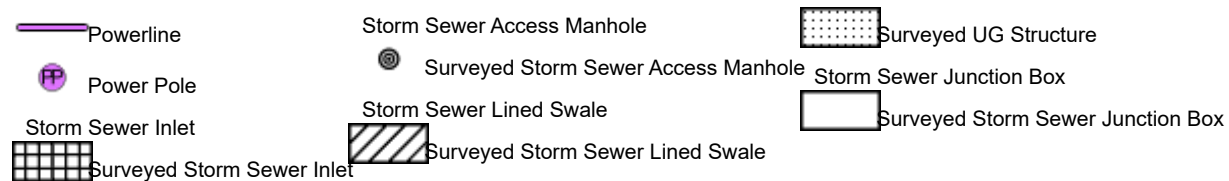


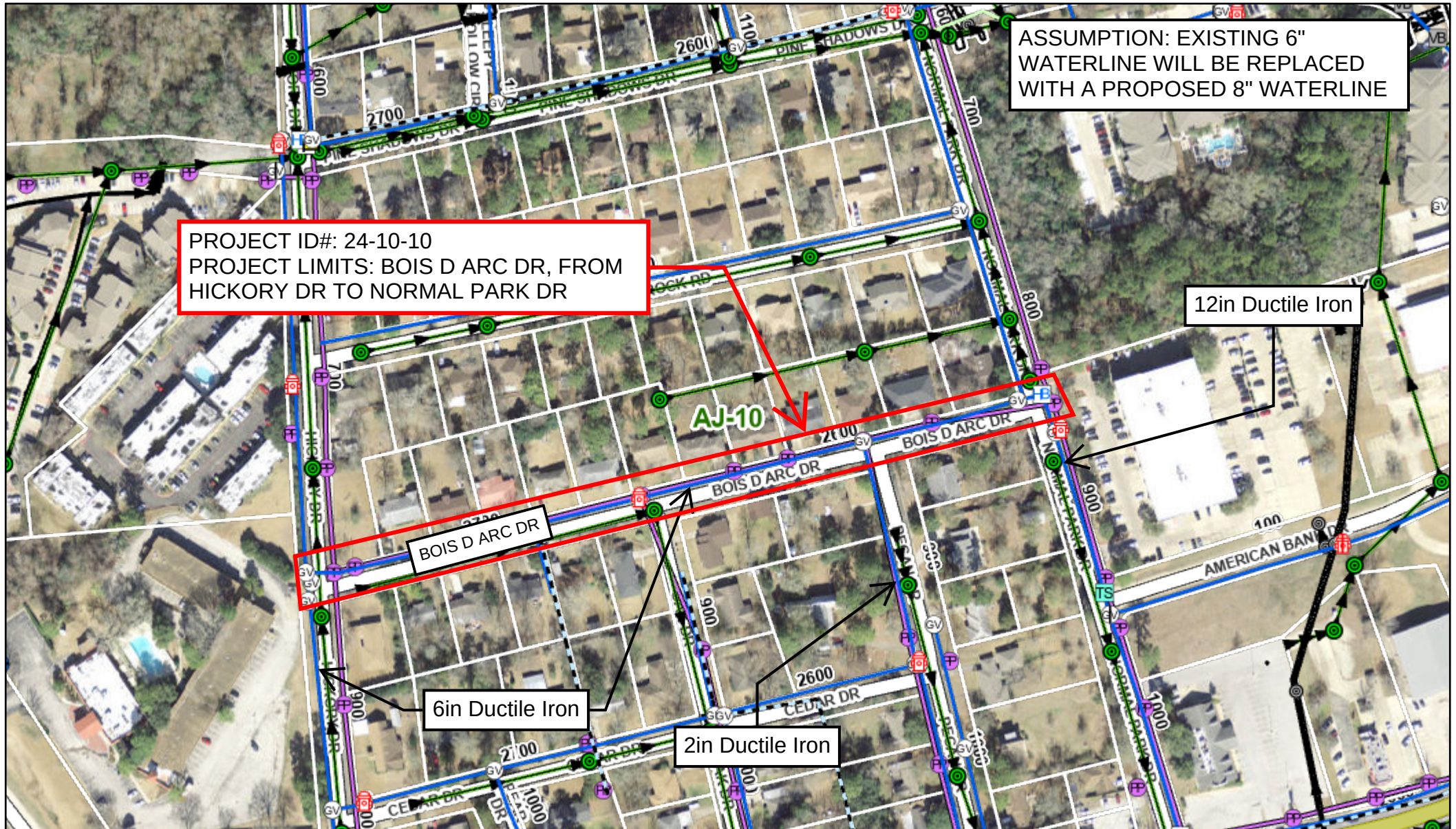
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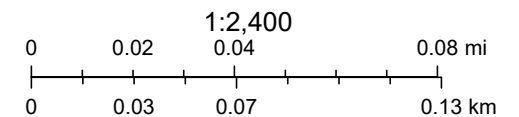
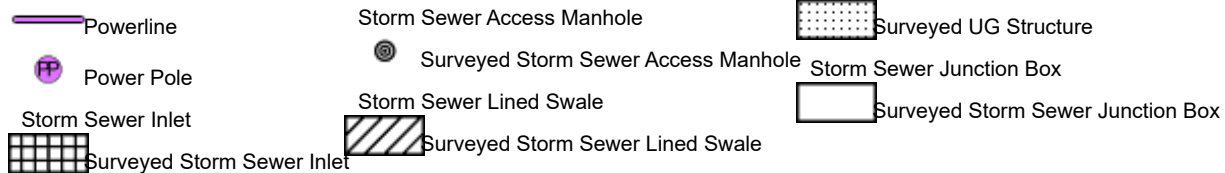


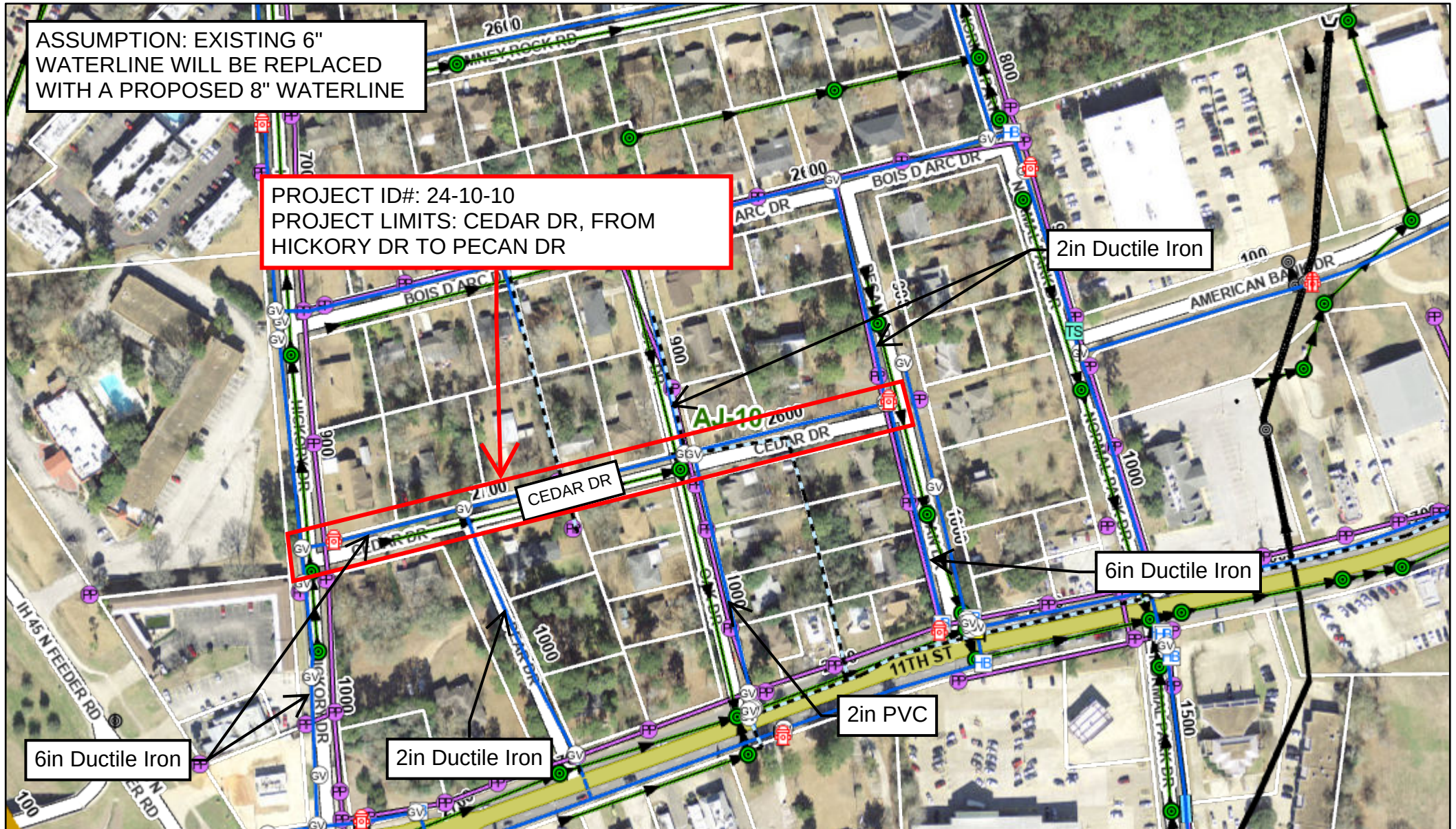
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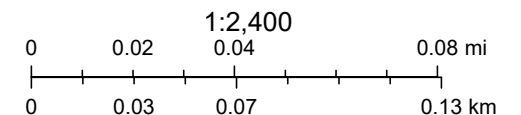
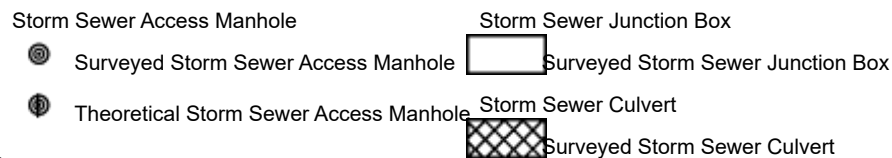
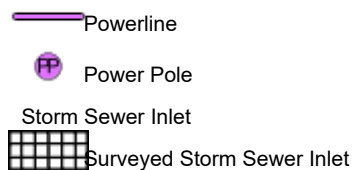


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Attachment 5

Project Preliminary Schedule

Project Schedule
City of Huntsville
FY 23-24 CIP Water Line Rehabilitation

	Activity Row ID	Activity Name	Start Date	Finish Date	Duration	2024											
						Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	
1	1	FY 23-24 CIP Water Line Rehabilitation	2/20/24	4/18/25	424												
2	2	Phase II Basic Design	2/20/24	10/15/24	239												
3	3	Notice to Proceed	2/20/24	2/20/24	0												
4	4	Topographic Survey	2/20/24	5/24/24	95												
5	5	Geotech Investigation and Lab Testings	2/20/24	4/30/24	71												
6	6	30% Submittal Development	2/20/24	6/2/24	104												
7	7	30% Submittal	6/3/24	6/3/24	0												
8	8	30% Submittal Review Comments by the City	6/3/24	6/17/24	15												
9	9	60% Submittal Development	6/3/24	7/14/24	42												
10	10	60% Submittal	7/15/24	7/15/24	0												
11	11	60% Submittal Review Comments by the City	7/15/24	8/1/24	18												
12	12	95% Submittal Development	7/15/24	8/25/24	42												
13	13	95% Submittal	8/26/24	8/26/24	0												
14	14	95% Submittal Review Comments by the City	8/26/24	9/10/24	16												
15	15	Address Final 95% Submittal Comments	9/10/24	10/1/24	21												
16	16	Utility Signatures	10/1/24	10/15/24	14												
17	17	100%Submittal	10/15/24	10/15/24	0												
18	18	City Review and Approval of 100% Drawings	10/16/24	10/16/24	0												
19	19	Bid Phase	10/16/24	11/19/24	35												
20	20	Final Revisions of Bid Book and Scheduling Bid Phase Dates	10/16/24	11/2/24	17												
21	21	Advertisement	11/2/24	11/14/24	12												
22	22	Bid Opening	11/14/24	11/14/24	0												
23	23	Bid Analysis & Council Approval	11/14/24	11/19/24	5												
24	24	Award Construction Project	11/19/24	11/19/24	0												
25	25	Construction Phase	11/19/24	9/15/25	300												
						F	M	A	M	J	J	A	S	O	N	D	

Attachment 6

Proposal for Additional Services –
Landtech, Inc

January 29, 2024

Ms. Fiona Phuong Nguyen, P.E.
Project Engineer
Aurora Technical Services, LLC
2121 Sage Road, Suite 150
Houston, Texas 77056

Re: City of Huntsville- FY 23-24 CIP Water Line Rehabilitation
Proposal Item 11th Street Hickory Drive #21 Project #5

Dear Ms. Nguyen:

It is my pleasure to submit the following proposal for providing professional surveying services for the above referenced project. The scope of work and associated fee are as follows:

Topographic survey per City of Huntsville specification. Survey control will be based on Huntsville monumentation system. Contact Texas One Call. Provide ASII point file and a copy of field book of the field data. Provide survey control map at each location.

1. Pine Shadows- Hickory to Normal Park (1,000 feet)- \$3,600.00
2. Chimney Rock- Hickory to Normal Park (1,070 feet)- \$3,850.00
3. Bois D'Arc- Hickory to Normal Park (1,150 feet)- \$4,200.00
4. Cedar- Hickory to Pecan (960 feet)- \$3,450.00
5. Hickory- Pine Shadows to 11th Street (1,460 feet)- \$5,300.00
6. Pear- Cedar to 11th Street (385 feet)- \$1,400.00
7. Oak- Bois D'Arc to 11th Street (700 feet)- \$2,700.00
8. Pecan- Bois D'Arc to 11th Street (680 feet)- \$2,700.00
9. Normal Park- Pine Shadows to 11th Street (1,330 feet)- \$4,800.00
10. 11th Street- Hickory to Normal Park (1,400 feet)- \$6,300.00

Total Fee of \$38,300.00

Thank you for the opportunity to submit this proposal.

Sincerely,

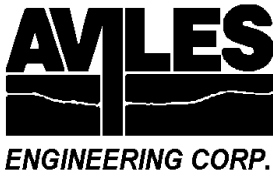


Paul Kwan, RPLS, President

S/USERS/RECEPTIONIST/City Huntsville- FY 23-24 CIP Water Line Rehabilitation Proposal Item 11th Street Hickory Drive #21 Project #5 01292024

Attachment 7

Proposal for Additional Services –
Aviles Engineering Corporation



January 29, 2024

Ms. Fiona Phuong Nguyen, P.E.
Aurora Technical Services, LLC
2121 Sage Road, Suite 150
Houston, TX 77056

Re: Geotechnical Investigation Proposal
Proposed FY 23-24 CIP Water Line Rehabilitation
City of Huntsville, Texas
AEC Proposal No. G2024-01-08

Dear Ms. Nguyen,

Aviles Engineering Corporation (AEC) is pleased to present this geotechnical investigation proposal for the proposed water lines replacement of 2-inch, 6-inch, and 12-inch along the following 4 segments: (i) Pine Shadows Drive from Hickory Drive to Normal Park Drive, (ii) Hickory Drive from Pine Shadows Drive to Texas 30; (iii) Normal Park Drive from Pine Shadows Drive to Texas 30, and (iv) Texas 30 from Hickory Drive to Normal Park Drive in the City of Huntsville, Texas. According to the information that you provided, AEC understand that the WL invert depth will be generally 5 feet or less below existing pavement; however, the invert depth can be up to 10 feet at the utilities crossing locations; and the WL will likely be installed by auger method.

Per your request, AEC proposes to drill a total of six (6) soil borings at 15 feet deep: (i) two borings at Pine Shadows Drive and Texas 30; and (ii) one boring at each of the remaining 2 segments as shown on the attached boring location plan. The total drilling footage is 90 feet. We will perform a site reconnaissance prior to drilling and mark the boring locations. We will contact the Texas 811 System to confirm utility locations; however, Texas 811 does not locate water, sanitary, or storm sewer lines.

Based on Google Earth, the existing streets at each of the segments along Pine Shadows Drive, Hickory Drive, and Normal Park Drive are 2 lane (one lane at each direction) roadway; while Texas 30 is a 4 lane (two lanes at each direction) roadway which will need crash truck and flaggers for traffic control according to TxDOT's requirements. AEC anticipates that concrete/asphalt pavement coring and traffic control will be required for all the borings. We will collect samples continuously in 2-foot intervals to the boring termination depth (of 15 feet). Undisturbed samples will be obtained of cohesive soils by pushing a Shelby tube (ASTM D-1587). Standard Penetration Test samples will be obtained of granular soils (ASTM D-1586). Representative portions of all soil samples will be sealed, packaged, and transported to our laboratory. We will note any visual evidence or odor indicating hazardous materials if encountered in the samples. Water level readings will be noted during drilling and obtained upon completion of drilling; the boreholes will be backfilled with cement-bentonite grout.

Laboratory testing may consist of moisture contents, Atterberg limits, percentage passing No. 200 sieve, sieve analysis, and unconfined compression tests and unconsolidated-undrained tests depending on the soil types encountered.

We will analyze the field and laboratory data to develop geotechnical engineering recommendations for (i) boring logs shown existing pavement and base thicknesses where applicable, subsurface soils and ground water depth encountered in the borings; stress-strain curves from the UC and UU triaxial tests will also be included if required; (ii) recommendations for installation of waterline by open-cut and auger construction



methods, including soil parameters, trench and auger/bore pit excavation shoring and backfill, and auger face stability; and (iv) geotechnical recommendations and dewatering guidelines for the WL construction.

The estimated Not To Exceed fee for our services is **\$19,897.00**, as presented on the Itemized Fee Estimate in the Attachments. The fees are based on the following assumptions: The fee assumes (i) the site will be open and accessible to a truck-mounted drill rig, and the field personnel will use Level D during the field exploration; (ii) any right-of-way for private property access permits if required, except for the Harris County ROW, for drilling will be provided to AEC at no charge; (iii) fault study, safety training, surveying, fence removal/restoration, working with hazardous materials, environmental sampling/testing/evaluation, and plan/specification review are not included in the above fee.

We propose to perform a site reconnaissance 1.5 weeks after we receive notice to proceed. Weather permitting, and assuming no field delays, we plan to start the field exploration about 2 weeks after all necessary permits are obtained (the lane closure permit may take up to 3 to 4 weeks). The field exploration will take about 2 to 3 weeks. Laboratory soil testing will require 3 to 4 weeks to complete after completion of the drilling and the draft report will take 2 to 3 weeks after laboratory testing is completed. We will submit final report and trench safety letter two weeks after we receive review comments on the draft report.

If any of the project details described in this proposal are incorrect or the scope described or the assumptions listed need to be revised, please inform us immediately so we can revise the proposal as necessary. Please sign and return a copy of this proposal to authorize AEC to proceed with the services, or issue us a Professional Services Contract to proceed with the services clearly reflecting the scope of services to be performed and referencing this proposal.

We appreciate the opportunity to present this proposal, and look forward to working with you.

Respectfully Submitted,
AVILES ENGINEERING CORPORATION
(TBPE Firm Registration No. 42)

A handwritten signature in blue ink, appearing to read "Shou Ting Hu", is written over a horizontal line.

Shou Ting Hu, M.S.C.E., P.E.
President

Attachments: Itemized Fee Estimate, Boring Location Plan

AGREED TO THIS _____ DAY OF _____,
PRINTED NAME: _____
SIGNATURE: _____
TITLE: _____
FIRM: _____

ITEMIZED FEE ESTIMATE

6 boring@15'

A. FIELD EXPLORATION	QTY	UNIT		RATE	AMOUNT
Mobilization/Demobilization (Trucky Rig)	170	mile	@	\$6.00	\$1,020.00
Drill Crew Travel	2	hrs.	@	\$100.00	\$200.00
Coordination & Utility Checking (Geologist)	4	hrs.	@	\$133.00	\$532.00
Boring Layout & Site Reconnaissance (Geologist)	8	hrs.	@	\$133.00	\$1,064.00
Boring Logging and Field Supervising (Technician)	20	hrs.	@	\$65.00	\$1,300.00
Pavement Coring (6" diameter, 0"-6" thick)	6	ea.	@	\$170.00	\$1,020.00
Pavement Coring (6" diameter, 6" to 12" thick)	12	in.	@	\$16.00	\$192.00
Soil Drilling w/truck-mounted rig (0'-20' continuous)	90	ft.	@	\$25.00	\$2,250.00
Soil Drilling w/truck-mounted rig (20'-50'continuous)	0	ft.	@	\$30.00	\$0.00
Soil Drilling w/truck-mounted rig (20 to 50 ft intermittent)	0	ft.	@	\$25.00	\$0.00
Grouting Holes (Cement and Bentonite Grout)	90	ft.	@	\$12.00	\$1,080.00
Surcharge for Drilling with Buggy Rig	0	ft.	@	\$10.00	\$0.00
Metal Cover for Piezometers	0	ea.	@	\$100.00	\$0.00
Installing Piezometers	0	ft.	@	\$24.00	\$0.00
Piezometer Monitoring (2 Technicians, 2 Trips)	0	hrs.	@	\$65.00	\$0.00
Plug and Abandon Piezometers	0	ea.	@	\$20.00	\$0.00
Standby Time for Traffic Setup (Drill Crew)	1	hrs.	@	\$200.00	\$200.00
Vehicle Charge	28	hrs.	@	12.00	\$336.00
	SUBTOTAL				\$9,194.00
B. ALLOWANCE					
Lane Closure Permits and Traffic Contol (Senior Technician)	5	hrs.	@	\$105.00	\$525.00
Traffic Control for Local Streets (with 2 Flaggers)	1	day	@	\$1,000.00	\$1,000.00
Traffic Control along Texas 30 (with crash truck and flaggers)	1	day	@	\$2,000.00	\$2,000.00
	SUBTOTAL				\$3,525.00
C. GEOTECHNICAL LABORATORY TESTING					
Atterberg Limits (ASTM D-4318)	16	ea.	@	\$71.00	\$1,136.00
Passing No. 200 Sieve (ASTM D-1140)	8	ea.	@	\$55.00	\$440.00
Sieve Analysis w/o Hydrometer (ASTM D-422)	0	ea.	@	\$65.00	\$0.00
Moisture Content (ASTM D-2216)	48	ea.	@	\$11.00	\$528.00
Unconfined Compression (ASTM D-2166)	8	ea.	@	\$51.00	\$408.00
Unconsolidated-Undrained Triaxial Test (ASTM D-2850)	8	ea.	@	\$72.00	\$576.00
Chemical Tests (pH, Resistivity, Sulfate, Chloride by others)	0	set	@	\$250.00	\$0.00
	SUBTOTAL				\$3,088.00
E. ENGINEERING ANALYSIS & REPORT PREPARATION					
Senior Engineer, P.E.	2	hrs.	@	\$205.00	\$410.00
Project Engineer, P.E.	10	hrs.	@	\$165.00	\$1,650.00
Graduate Engineer, EIT	16	hrs.	@	\$115.00	\$1,840.00
Engineering Assistant	1	hrs.	@	\$70.00	\$70.00
Reproduction (1 pdf Draft and 3 Copies of Final Report)	3	copies	@	\$40.00	\$120.00
	SUBTOTAL				\$4,090.00
	TOTAL ESTIMATED FEE				\$19,897.00



AGREEMENT BETWEEN CITY AND ENGINEER FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into by and between CITY OF HUNTSVILLE, hereinafter called the OWNER, and Aurora Technical Services, LLC / Houston, TX, hereinafter called ENGINEER, WITNESSETH that whereas the OWNER intends to construct 11th Street/Hickory Drive / ID#24-10-10 hereinafter called the PROJECT. The effective date of this agreement is _____.

NOW, THEREFORE, the OWNER and ENGINEER for the considerations hereinafter set forth, agree as follows:

SECTION 1- RESPONSIBILITY OF THE ENGINEER

The ENGINEER shall serve as the OWNER's professional representative in the planning, design, bidding, and construction phases of the PROJECT as outlined in Proposal dated February 6, 2024 from Aurora Technical Services, LLC (the proposal is hereinafter referred to as Exhibit 1), and shall give consultation and advice to the OWNER during the performance of its services. In the event of conflict between any provisions in this Agreement and any provisions in Exhibit 1, the provisions in this Agreement will control.

The ENGINEER shall perform services necessary under this AGREEMENT in a competent and professional manner with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

The OWNER's approval of drawings, design, specifications, reports incidental engineering services or materials furnished hereunder shall not in any way relieve the ENGINEER of liability for the technical adequacy of its services nor shall the OWNER's approval or acceptance of the ENGINEER's services be construed as a waiver of any rights under this AGREEMENT.

The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER to the extent caused by the ENGINEER's negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or any third party. The ENGINEER shall not be responsible for any time delays in the PROJECT caused by circumstances beyond its control.

SECTION 2- CHARACTER AND EXTENT OF BASIC SERVICES

2.1. General:

The ENGINEER shall serve as the OWNER's professional representative in the planning, design, bidding and construction phases (including observation of construction) of the PROJECT as outlined in Exhibit 1, and shall give consultation and advice to the OWNER during the performance of its services.

The OWNER and ENGINEER acknowledge and anticipate that the timing and development of any AUTHORIZED SERVICES may depend on the availability of financing and the needs of the OWNER; therefore, the ENGINEER shall not proceed with any phase of engineering services without specific written authorization by the OWNER.

2.1.1 Copyright or Patent Infringement: The ENGINEER shall indemnify and hold harmless OWNER from actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and he shall hold harmless the OWNER from loss or damage resulting therefrom, providing however, that the OWNER within five (5) days after receipt of any notice of infringement or of summons in any action therefor shall have forwarded the same to the ENGINEER in writing.

2.1.2 Insurance: The ENGINEER shall secure and maintain such insurance as will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this Agreement and shall provide a certificate of said insurance to the OWNER to attach to this Agreement. The ENGINEER shall furnish proof of Professional Liability Coverage for the ENGINEER for this PROJECT in the amount of One Million Dollars to the OWNER within 15 days after this Agreement is executed and shall continue to maintain said insurance for this PROJECT. ENGINEER agrees to maintain both types of insurance during the duration of the PROJECT.

2.2 Planning, Designing, Bidding Support and Construction Support.

Refer to Exhibit 1.

SECTION 3- ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the OWNER, the ENGINEER shall provide Additional Services that are not already a part of Exhibit 1 and these will be paid by the OWNER a fee negotiated between the OWNER and the ENGINEER. It is agreed that if any of the additional services listed in this Section 3 are a part of Exhibit 1, then Exhibit 1 controls. Any additional services authorized (including services in addition to the ones listed below) will be in writing and signed by both Parties and attached to this Agreement:

3.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.

3.2 Services to perform geotechnical investigations, materials testing, engineering surveys or topographic surveys for design, to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the OWNER.

3.3 Services resulting from significant changes in general scope of the PROJECT or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the ENGINEER's control.

3.4 Providing renderings or models for the OWNER's use.

3.5 Preparing documents for alternate bids requested by OWNER for work which is not executed or documents for out of sequence work.

3.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the OWNER.

3.7 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for communications, acoustics, and landscaping.

3.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.9 Services during out-of-town travel required of the ENGINEER other than visits to the PROJECT site or to regulatory agency offices having jurisdiction over the PROJECT.

3.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

3.11 Construction staking for the PROJECT.

3.12 Land surveys and office computations required to develop plats and metes and bounds descriptions for easement or property acquisition.

3.13 Preparation of operating and maintenance manuals.

3.14 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the PROJECT.

3.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public

hearing or other legal or administrative proceeding involving the PROJECT.

3.16 Additional services in connection with the PROJECT, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

3.17 If requested by the OWNER or recommended by the ENGINEER and agreed to in writing by the OWNER, a Resident Project Representative and assistants will be furnished and will act as directed by the ENGINEER in order to provide more extensive representation at the PROJECT site during the Construction Phase.

3.18 Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work, but the furnishing of such Resident Project Representation will not make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.19 Reimbursable Services of the ENGINEER:

Reimbursable services shall include the following items when authorized in writing by the OWNER: transportation and subsistence of principals and employees on special trips to the PROJECT or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications.

SECTION 4- THE OWNER'S RESPONSIBILITIES

4.1. THE OWNER AGREES to provide the ENGINEER with complete information concerning the requirements of the PROJECT and to perform the following services:

4.2 Access to the Work: The OWNER shall guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform such work as surveys and inspections in the development of the PROJECT.

4.3 Consideration of the ENGINEER's Services: The OWNER, or an agent appointed by OWNER, shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the ENGINEER, and shall inform the ENGINEER of all decisions within a reasonable time so as not to delay the work of the ENGINEER.

4.4 Legal Requirements: The OWNER shall serve all required public and private notices, receive and act upon all protests and fulfill requirements necessary in the development of the PROJECT.

4.5 Proposals: The OWNER shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incidental thereto.

4.6 Protection of Markers: The OWNER shall protect to the best of its ability, all stakes and other markers set by the ENGINEER prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the OWNER as extra services of the ENGINEER.

4.7 Standards: The OWNER shall furnish the ENGINEER with a copy of any design and construction standards it shall require the ENGINEER to follow in the preparation of Contract Documents for the PROJECT.

4. OWNER's Representative: The OWNER shall designate in writing, by appendix to this Agreement, a single person to act as the OWNER's Representative with respect to the services to be performed under this Agreement. The person designated as OWNER's Representative shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the services covered by this Agreement. The OWNER may also appoint, and will notify the ENGINEER of such appointment, a 3rd party to act as the OWNER's agent for consideration of the ENGINEER's services set forth in paragraph 4.3 above.

SECTION 5 - THE OWNER'S PAYMENTS TO THE ENGINEER:

5.1 Definitions of Construction Cost of the PROJECT, as herein referred to, means the total cost of all work designed or specified by the ENGINEER but does not include any payments to the ENGINEER or other consultants.

5.2 Abandoned or Suspended Services: If any services performed by the ENGINEER is abandoned or suspended in whole or in part, the ENGINEER shall be paid for services performed on account of it prior to receipt of written notice from the OWNER of such abandonment or suspension.

5.3 The OWNER will make prompt payments in response to the ENGINEER's detailed statements for all categories of completed services rendered under this AGREEMENT, or as provided in an agreed upon schedule which shall be attached to this AGREEMENT. However, the OWNER, in no circumstance, shall be required to make more than one payment a month. It is understood and agreed that the OWNER is not liable for payment of any fees for Basic Services described in this AGREEMENT until funds are available from bond sales or other lawful source of funds. Non-payment within 60 days of receipt of invoice may, at ENGINEER option, result in the suspension of services upon 5 days notice to OWNER. ENGINEER will resume services upon payment in full of all outstanding undisputed invoices with no liability for such a suspension to OWNER.

5.4. Payments for Additional Services of the ENGINEER: The ENGINEER shall be reimbursed according to the attached Schedule of Charges for the additional services outlined under Section 3. Payments to the ENGINEER for additional services stipulated in Section 3 will be made monthly by the OWNER, upon presentation of monthly detailed statements by the ENGINEER.

SECTION 6 - THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

6.1 Termination: This Agreement may be terminated by either party by fourteen (14) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the party. If terminated due to the fault of others than the ENGINEER, the ENGINEER shall be paid for services performed to the date of termination, including reimbursements then due. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under this AGREEMENT to the date of termination. The OWNER shall then pay the ENGINEER promptly that proportion of the prescribed charges which the services actually performed under this AGREEMENT bear to total services called for under this AGREEMENT, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this AGREEMENT shall be delivered to the OWNER when and if the AGREEMENT is terminated, but subject to the restrictions, as to their use, as set forth in Section 6.3. The Parties agree that neither shall be liable for any consequential damages, including but not limited to loss profits, lost revenue, loss of use or opportunity, loss of goodwill, special damages, indirect, punitive or exemplary damages, or future loss profits if this Agreement is terminated for cause or without cause.

6.2 Disputes: Should a dispute arise during the course of this PROJECT, both parties hereby agree to attempt in good faith to resolve the dispute through mediation prior to seeking relief from any court or through any other legal proceeding.

6.3 Ownership of Documents: Upon execution of this Agreement, the ENGINEER grants to the OWNER a nonexclusive license to reproduce the ENGINEER's completed tracings and master specifications sheets solely for purposes of constructing, using, maintaining, renovating and/or adding onto the PROJECT, provided that the OWNER shall comply with all obligations under this Agreement. The ENGINEER shall obtain similar nonexclusive licenses from the ENGINEER's consultants consistent with this Agreement. Upon termination the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the OWNER to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the PROJECT. Any re-use of the Instruments of service for purposes other than related to this Agreement, by OWNER or those authorized by OWNER, shall be at their sole risk and without liability to ENGINEER. Any modification of the Instruments of Service will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

6.4 Except for the licenses granted in Subparagraph 6.3 above, no other license or right shall be deemed granted or implied under this Agreement. The OWNER shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the ENGINEER.

6.5. Successors and Assigns: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the ENGINEER respectively and its partners, successors, assigns and legal representatives. Neither the OWNER nor the ENGINEER shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent of the other party. This Agreement and attachments supersede any previous contracts or oral agreements between the parties and constitutes the entire agreement between the parties.

6.6 Severability. Provisions of this AGREEMENT are severable and if any provision or part of this AGREEMENT or the application thereof to any person or circumstance should ever be held in any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of the AGREEMENT and the application of such provisions or part of this AGREEMENT to other persons or circumstances shall not be affected thereby.

6.7. Jurisdiction and Venue. The laws of the State of Texas apply to this Agreement. Venue of any civil action will be in the County where the PROJECT is located.

6.8 Indemnity. **The OWNER, to the fullest extent permitted by law, will require any Contractor or Subcontractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the OWNER and the ENGINEER, their consultants and each of their officers, agents and employees from liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants or their officers, agents, and employees.**

6.9 Written Notice.

Where written notice is mentioned in the AGREEMENT, it shall be sent by certified mail return receipt requested, or by personal delivery, or by facsimile, to the attention of and to the following addresses:

OWNER Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM City Engineer Director of Engineering Department City of Huntsville 448 State Highway 75 North Huntsville, TX 77320 kjengbulloch@huntsvilletx.gov	ENGINEER Rafael Ortega, PE President Aurora Technical Services, LLC 2121 Sage Rd, Suite 150 Houston, TX 77056 Rortega7@auroratechservices.com
---	---

6.10 Staffing. ENGINEER acknowledges that continuity of staffing is important to the OWNER for the duration of the PROJECT. Accordingly, ENGINEER agrees to assign the following key staff to the PROJECT. No substitution will be made to the assigned key staff without the written consent of the OWNER, provided the identified staff members remain employed by the ENGINEER:

PROJECT ROLE: **Phuong (Fiona) Nguyen, PE – Project Manager**

6.11 Design Delays. OWNER and ENGINEER agree that time is of the essence in ENGINEER's work related to the PROJECT, it being acknowledged that ENGINEER shall be provided reasonable time to employ safe and sound engineering practices and the services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Accordingly, ENGINEER shall have deducted from any amounts owed a sum of \$0 per calendar day beyond completion dates for the respective design phases of various PROJECT elements established in the agreed upon schedule attached to this AGREEMENT, as may be amended in writing between both parties.

6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument. Alternatively, the Parties acknowledge and agree that this Agreement may be, for convenience, executed in duplicate originals, each of which is intended to be and is as valid as its counterpart original.

6.13 Statutory Terms Applicable to State Political Subdivisions. As required by Chapter 2270, Government Code, ENGINEER hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

6.14 Open Records Contracting Information. If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Purchaser agrees that this Agreement may be terminated if Purchaser knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Purchaser agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372(a)(3)(B), Government Code.

(ii) Prohibition on Contracts with Certain Companies. Purchaser and the person or persons executing this Agreement on behalf of Purchaser, or representing themselves as executing this Agreement on behalf of Purchaser (collectively, the “Signing Entities”), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

(iii) If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Purchaser agrees that this Agreement may be terminated if Purchaser knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Purchaser agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372 (a) (3) (B), Government Code.

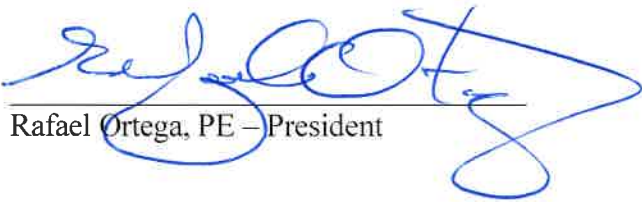
(iv) Companies that Boycott Certain Energy Companies or Discriminate Against the Firearms or Ammunitions Industries. The Developer agrees and represents that the total value of this Agreement shall not exceed the dollar limitation set for in Section 2274.002 (a) (2) of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) and Section 2274.002 (a) (2) of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written:

OWNER:
CITY OF HUNTSVILLE

ENGINEER:
Aurora Technical Services, LLC

Aron Kulhavy - City Manager

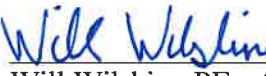


Rafael Ortega, PE – President

ATTEST:

ATTEST:

Kristy Doll - City Secretary



Will Wilshire, PE – Sr. Project Manager

APPROVED AS TO FORM:

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: 1.g.

Agenda Item: Consider authorizing the City Manager to enter into an agreement with Pape–Dawson Engineers for professional engineering services for the FY 23-24 CIP Waterline Replacement Project.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to authorize the City Manager to enter into an agreement with Pape–Dawson Engineers for professional engineering services for the FY 23-24 Waterline Replacement Projects in the estimated amount of \$288,000.00.

Strategic Initiative: Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The City has been replacing existing undersized and deteriorated waterlines each year to the extent that funding is made available for this purpose. Replacing and/or upsizing will help reduce waterline breaks and associated maintenance costs, improve water circulation and pressure to serve domestic needs and install needed fire hydrants in the water distribution system to provide for fire protection. Part of this project was included in the listed of the 2016 Water and Wastewater Condition and Capacity Assessment Studies Table 7-2 Project #3, and another part of this project is for the Old Colony Road area.

A Request for Qualification (RFQ) was published, and fourteen (14) responses from Engineering firms were received. The Evaluation Committee consisted of six (6) staff members from four (4) departments.

This agenda item is pertaining to the City Council approved CIP FY23-24 Miscellaneous Waterline Replacement Project ID # 24-10-09. This project consists of waterline replacements in two (2) areas which are identified as Mance Park Middle School (Project #3) and Old Colony Road.

The Mance Park Middle School project consists of approximately 4,300' of various size water lines ranging from 2" to 12" in the areas bounded by 6th Street to the North, Martin Luther King Drive to the East, 10th Street to the South, and Avenue M to the West. (See Attached Map for the area)

The Old Colony Road project consists of approximately 2,500' of various sizes along Old Colony Road from Goodrich to HWY 19, and along Utility Road, Jeffro Street, and Rhodes Road. (See Attached Map for the area)

Pape-Dawson Engineers who ranked 3rd based on their submittal was recommended to design this

waterline replacement project.

The proposal provided by the Pape-Dawson Engineers consisted of Basic Services (Project Management, Preliminary Engineering Services, Topographic/Design Survey, and Bid Phase Services), and the Additional Services (Construction Phase Services, Geotechnical, and Subsurface Utility Engineering Test Hole Locates).

After several negotiations (see different proposals received), the final proposal is \$288,000 for Basic Services, and \$71,600 for the Additional Services (not to exceed). Due to existing budget constraints for this fiscal year, we request authorization to enter into an agreement of \$288,000.00 (Basic Services) only at this time.

A copy of scope, fee proposals, draft agreement and associated attachments received from Pape-Dawson are attached to this agenda item.

The completion of the design phase is estimated to be December 2024, and construction is estimated to be completed in August 2025.

Previous Council Action: The City Council approved a total amount of \$288,000.00 in FY 2023-2024 CIP budget for developing waterline replacement design of this project.

Financial Implications: ☐Item is budgeted: In the amount of \$288,000.00.

Approvals:

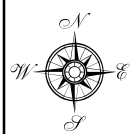
Kathlie Jeng-Bulloch
Leonard Schneider
Sam Masiel
Aron Kulhavy
Kristy Doll

Associated Information:

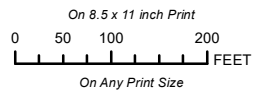
1. Mance Park Middle School Waterlines
2. Old Colony Rd Waterlines
3. PDawson Proposal 2 1 2024
4. PDawson Proposal revised Feb 12 2024
5. Pape-Dawson Agreement Mance Park and Old Colony Road WL



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1 in = 200 ft



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet

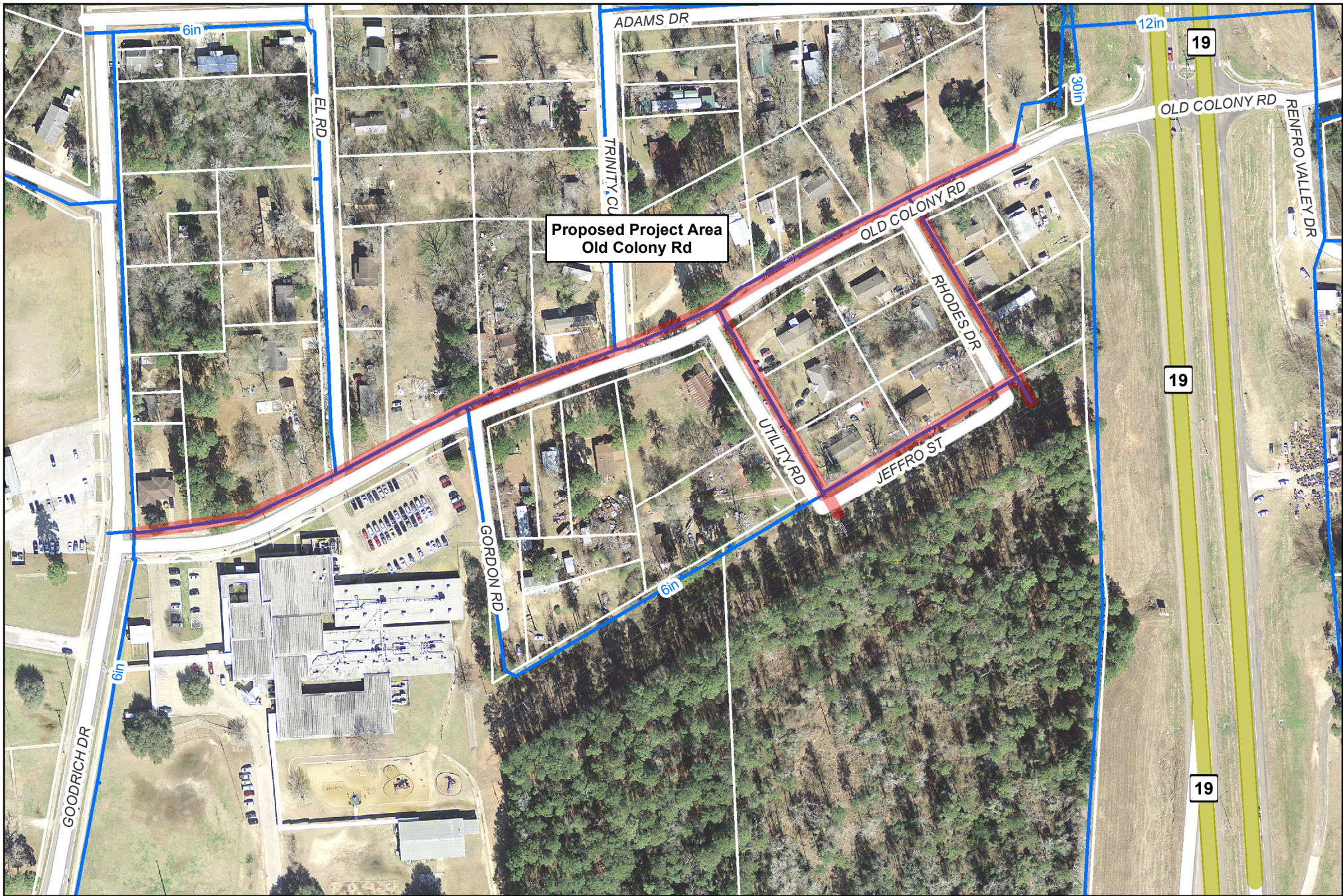


CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

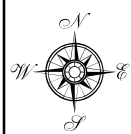
CIP FY 23-24 Waterline Replacement
6th St., 7th St, 8th St, 9th St, University Ave, Ave H

CREATED DATE: 1/18/2024

CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At:
www.huntsvilletx.gov/gis



The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See the full GIS Data Disclaimer at: www.huntsvilletx.gov/438/City-Maps



1 in = 200 ft

On 8.5 x 11 inch Print
0 50 100 200
FEET
On Any Print Size

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet



CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION
CIP FY 23-24 Waterline Replacement
Old Colony Rd, Rhodes Dr., Jeffro St., Utility Rd

CREATED DATE: 1/18/2024

CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At:
www.huntsvilletx.gov/gis

February 1, 2024

Dr. Kathlie S. Jeng-Bulloch, P.E., D.WRE, CFM
City of Huntsville
448 SH 75 North
Huntsville, Texas 77320

Via Email: kjengbulloch@huntsvilletx.gov

Re: Water Line Replacement – Mance Park Middle School and Old Colony Road
City of Huntsville, Walker County, Texas
Engineering Services Proposal #1
PD Project Number: 41389-00

Dear Dr. Jeng-Bulloch:

We are pleased to present this proposal for providing civil engineering and surveying services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

PROJECT UNDERSTANDING

The City of Huntsville (City) owns and operates a water system within their city limits and has identified water lines in need of rehabilitation and upgrade. Two such areas have been identified as Mance Park Middle School (Freese and Nichols (FNI) Project #3) and Old Colony Road. The City requests engineering services to replace water lines in these project locations including Basic and Additional Services from preliminary design to construction completion.

The Mance Park Middle School project will consist of approximately 4,300 LF of replacement. Project will replace 2-inch, 4-inch, 6-inch, 8-inch, and 12-inch water lines in the areas bounded by 6th Street to the North, Martin Luther King Drive to the East, 10th Street to the South, and Avenue M to the West. Exhibit 1 shows the limits of replacement. Work is to be completed within existing residential and commercial areas and may require rehabilitation of existing roadways and driveways.

The Old Colony Road project will consist of approximately 2,500 LF of replacement. Project will replace variable water line pipe sizes along Old Colony Road from Goodrich to I-19, and along Utility Rd, Jeffro St, and Rhodes Rd. Exhibit 2 shows the limits of replacement. Work is to be completed within existing residential and commercial areas and may require rehabilitation of existing roadways and driveways.

PROJECT SCOPE

Preliminary Design Services, Final Design Services (Construction Drawings, Technical Specs, preparation of Front End Contract Documents, Bidding Documents), Additional Services, Bid Phase Services, and Construction Phase Services as detailed below.

BASIC SERVICES

- I. PROJECT MANAGEMENT (TASK 501) \$30,400**
- This item represents an allowance and allotment to account for time not specifically required for design purposes:
- Preparation of exhibits for marketing, permitting, etc. as requested
 - Coordinate project team to meet and schedule deliverables
 - Attend project coordination meetings. Proposal allows four (4) meetings
 - Coordination and status reporting with client and other stakeholders
 - Includes site visits with client and/or client representatives and stakeholders
 - Provide exhibits to facilitate design concepts, presentations, and owner decisions
 - Participation in any public meeting as required for project presentation, one (1) maximum
- II. PRELIMINARY ENGINEERING (TASK 205) \$46,350**
- This task includes preparation of a Preliminary Design to address typical engineering and land use issues that may affect the project, and includes the following:
- Attend kick off meeting with City staff and produce meeting minutes
 - Civil Engineer to perform site visit(s) to identify general site conditions
 - Review known existing information available on the site such as survey, topo, site plan, and aerial photographs
 - Review location of existing utilities from available utility company information and prepare order of magnitude opinion of probable cost for conflict resolutions where required
 - Review requirements for street dedications, extensions or improvements that may be required
 - Produce a 30% plan set
 - Plan set to include cover sheet and plan and profile sheets at scale 1"=20' horizontal with existing features and proposed water line alignment in plan view only (no proposed profile linework)
 - Prepare and include an engineer's opinion of probable cost
 - Attend 30% submittal review meeting with City staff and produce meeting minutes
 - The deliverable to be a summary memo with exhibits including 30% plan set
- III. TOPOGRAPHIC (DESIGN) SURVEY (TASK 105) \$84,700**
- Establish datum and benchmarks for survey areas utilizing NAVD 1988 (2001 Adj.) and local datum for the City
 - Conduct field survey of site based on 50-foot grid of site
 - Survey limits of existing right-of-way only. The budget does not include surveying of single-family lots
 - Prepare digital map of site topography at 1-foot contour intervals. Provide spot elevations at property interface with existing roadway(s) or drainage features
 - Tree locates to be included, and will be tied within the ROW
 - Show datum and benchmarks for surveyed areas
 - Show relationship to Texas State Plane Coordinate System

IV. FINAL DESIGN (TASK 201) \$132,850

A. Water Line Plan and Profile

- Review and revise plans per comments from 30% Design Review meeting
- Submit plans to Texas Commission on Environmental Quality (TCEQ), as necessary
- Produce the 90% Design submittal for City review; Submittal to include the following:
 - 90% plan set which is to include City standard notes and detail sheets; design plans with proposed line work in plan and profile views; traffic control plans and SWPPP
- Attend the 90% Submittal Review meeting with City staff and produce meeting minutes
- Review and revise plans per comments from 90% submittal review meeting
- Produce plan sets for final review and bid set
 - Final review plan set to be unsigned
 - Bid set will be signed/sealed
- Attend Final submittal review meeting with City staff and produce meeting minutes
- Review and revise plan per comments from Final meeting and submit signed/sealed bid set for City Engineer's signature

B. Details and Specifications

- Provide necessary details to support the construction drawings
- Submit construction cost estimate and project manual at Final/bid set submittal
- Prepare construction specifications in CSI/CSC format to support the construction drawings
- Assist in completion of project manual including bid form and the City's standard front end documents

V. BID PHASE SERVICES (TASK 401) \$11,720

This task includes Construction Bidding Services, and includes the following:

- The Engineer, when authorized by the City, to prepare construction bid packages including, but not limited to invitation to bid, quantity estimates, bid forms and specifications.
- Distribute and collect bid packages, open bids in public and prepare a bid tabulation to provide a comparison between bidding contractors. Provide bid tabulation to client for contractor selection.
- Provide electronic copies of the bid ready plans to the City's Project Manager for bidding.
- Attend pre-bid meeting and produce meeting minutes
- Respond to Bidder questions and issue Addenda as necessary
- Attend Bid Opening and produce bid tabulation sheet
- Prepare and submit Recommendation of Award Letter, check references as necessary
- Attend City Council meeting for Recommendation for Award of Contract for Construction

- Prepare 5 hard copies of the addenda posted construction plan sets and project manual for the distribution to the awarded Contractor and the City

VI. CONSTRUCTION PHASE SERVICES (TASK 402)

\$46,100

A. Construction Phase Services

- Attend a pre-construction meeting with the contractor selected by City
- Assist in preparation/review of construction contract
- Provide electronic PDF set of Addenda posted plans and project manual for team distribution. (fully executed)
- Conduct monthly construction progress meetings and prepare copies of report/minutes
- Review and approve submittals, shop drawings, RFI's, prepare Change Order requests (including revisions to plan sheets and specifications), and make recommendations to City
- Review pay estimates that have previously been reviewed by City Staff. Sign and return copy for documentation
- Respond to inquiries by City staff on an as-needed basis
- Attend meetings as requested by City staff

B. Construction Observation

- Engineer to provide periodic on-site field visits, no less than every thirty (30) days during the construction, to observe construction status and quality of work, and review general conformance of construction to engineer's plans
- Engineer to respond to contractor Request for Information (RFI) and review material specifications, if requested by the client
- Conduct interim/final inspections. Prepare master punch list developed in conjunction with City Staff

C. Project Closeout Assistance

- Coordinate City punch list items with contractor
- Prepare and provide final acceptance letter and start of one year maintenance period
- Conduct one year inspection. Prepare punch list developed in conjunction with City Staff.
- Prepare final acceptance letter
- Produce Record Drawings and provide in electronic format and shape files compatible with City GIS
- Engineer to assist client with performance bond release once the infrastructure is complete and accepted by the City

ADDITIONAL SERVICES

VII. GEOTECHNICAL ENGINEERING SERVICES (TASK 504)

\$6,600

This scope, provided by Associated Testing Laboratories (ATL), includes conducting a geotechnical investigation to develop an accurate and comprehensive design that will improve the waterline system along the designated streets as highlighted in Exhibit 1: Mance Park Middle School covering 6th St, 7th St, 8th St, 9th St, University Ave, & Ave. H involving drilling two (2) soil borings (per City of Huntsville requirements) to depth of 15 ft. to evaluate the subsurface soils and groundwater conditions and Exhibit 2: Old Colony Road covering Old Colony Rd, Rhodes Dr, Jeffro St, & Utility Rd involving drilling two (2) soil borings (per City of Huntsville requirements) to depth of 15 ft. to evaluate the surface soils and groundwater conditions.

- **Field Exploration**

- ATL proposes the following borings to investigate the subsurface soils and groundwater conditions along the site boring location plan is presented in Exhibits 1 & 2 (*Coordinates subject change as per the One Call)
- Soil samples will be obtained continuously up 15-ft. Standard Penetration Tests (SPT) will be performed in sands, if encountered, and clays will be sampled by Shelby tube. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory shear strength data will be made during analysis.
- Depth to groundwater will be important for the design and construction of this project. For this reason, the borings will be drilled dry and the depth. Drilling will be suspended for 15 minutes to facilitate water level observation of boring, after recording water level, drilling will be resumed. The boreholes will be backfilled with soil cutting and cored pavement will patch with lean concrete after drilling and sampling.

- **Laboratory Testing**

- Laboratory tests will be assigned corresponding to the types of soils encountered, with the objective of classifying the soils physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No. 200 sieve, sieve analysis, and dry density.

- **Engineering Analyses and Reporting**

- The field and laboratory data will be summarized in an engineering report. Analyses of data will be presented, and recommendations made in accordance with the City of Huntsville guidelines. The following geotechnical information and recommendations will be provided.
- Geotechnical analyses will be conducted using the field and laboratory test data to provide geotechnical recommendations for the design and construction of the proposed storm sewer lines, and detention pond as follows:

- Boring logs in gINT format. and boring logs profiles showing the generalized soils stratigraphy and groundwater levels.
- Discuss onsite soil types and the suitability of onsite soils for use as fill in the open trench construction.
- Open cut construction recommendations for the water lines.
- Discussion of open cut/trench excavation safety and OSHA safety requirements. Recommendations for trench bedding and backfill.
- Loads on buried pipes including dead and live loads (vehicle loads).
- Dewatering considerations and recommendations.
- Rigid and flexible pavement recommendations including subgrade reconstruction.
- One (1) electronic PDF copy of the draft geotechnical report will be submitted. Once we have received the review comments, a final report addressing the review comments will be issued. Two (2) copies of the final report and an electronic copy (PDF) of the final report will also be issued.

Note: Fee includes 10% engineering mark-up.

VIII. SUBSURFACE UTILITY ENGINEERING (SUE) TEST HOLE LOCATES (TASK 590) \$16,000

- The subsurface utility evaluation (SUE) testing scope includes the execution of four test holes at a budget of \$4,000 per hole location. The primary objective is to assess locations within the project area that may necessitate varying levels of SUE investigation to accurately map and identify subsurface utilities
- The SUE testing will involve the use of non-destructive methods, such as vacuum excavation or hand digging, to expose underground utilities at specified locations. The selection of these locations will be based on the potential variability in utility types and depths within the project site
- The SUE investigation will adhere to the ASCE 38-02 standard to categorize utilities into four quality levels (Q1-Q4). Different levels of investigation may be applied based on the complexity and criticality of the utilities in each designated location
- Engineer to provide findings from the SUE testing via a comprehensive memo that includes utility types, depths, and quality levels

IX. MISCELLANEOUS SERVICES AND REIMBURSABLES/DIRECT EXPENSES (TASK 503) \$5,000

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *Attendance at project design team meetings and other meetings, as requested, for a maximum of thirty-two (32) hours is included within the scope and fees.*
- ◆ *Agency review fees, impact fees, and platting fees are not included herein.*
- ◆ *Engineering fee assumes no offsite utility, drainage, or street extensions/improvements are required and does not include preparation of offsite utility easements.*
- ◆ *No value engineering is included herein.*
- ◆ *This proposal does not include a fee to prepare easements. If needed, these typically cost \$1,500-\$3,000.*

- ◆ *Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.*
- ◆ *Additional services required by the client which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*
- ◆ *Proposal excludes travel expenses.*

DESIGN CRITERIA

All design work will be completed as per the City of Huntsville Engineering Design Criteria and applicable design standards. Drawings provided will be completed full sized (22" x 34").

SUMMARY OF SCOPE AND FEES

BASIC SERVICES:

I. Project Management	Task 501	<i>Lump Sum</i>	\$30,400
II. Preliminary Engineering Services	Task 205	<i>Lump Sum</i>	\$46,350
II. Topographic (Design) Survey	Task 105	<i>Lump Sum</i>	\$84,700
IV Final Design	Task 201	<i>Lump Sum</i>	\$132,850
V. Bid Phase Services	Task 401	<i>Lump Sum</i>	\$11,720
VI. Construction Phase Services	Task 402	<i>Allowance</i>	<u>\$46,100</u>
Subtotal:			\$352,120

ADDITIONAL SERVICES:

VII. Geotechnical Engineering Services	Task 504		\$6,600
VIII. Subsurface Utility Engineering (SUE) Test Hole Locates (4 test holes at \$4000/locate, as authorized)	Task 590		\$16,000
IX. Miscellaneous Services & Reimbursables/Direct Expenses	Task 503		<u>\$5,000</u>
Subtotal:			\$27,600
TOTAL:			\$379,720

SCHEDULE

Pape-Dawson proposes the following preliminary schedule for completion of the project. This schedule will be evaluated after project kick-off and any efficiency noted will be incorporated in the schedule.

Project Task/Phase	Completion Date
Preliminary Design Memo & 30% Design Plans	<i>July 1, 2024</i>
90% Design Plans	<i>October 3, 2024</i>
100% Design Plans – Signed & Sealed	<i>December 4, 2024</i>
Bid Phase	<i>January 31, 2025</i>
Construction Phase	<i>August 4, 2025</i>

QUALITY ASSURANCE

All Pape Dawson projects adhere to a strict Quality Assurance and Control Program to ensure that deliverables meet the Client's expectations. The intent is to have consistent and uniformly high quality of service delivery to the Client, while ensuring that appropriate internal protocols are adhered to, and final deliverables meet the project objectives.

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services shown as hourly, allowance or Time and Materials (T&M) will be a charge on an as needed basis for personnel services plus an hourly charge for specialized equipment and computers. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **\$379,720** is the estimated cost of Pape-Dawson's current understanding of the services identified above. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

AGREEMENT

Upon the signing of this Proposal by Client, this Proposal to be governed by the existing Master Agreement for Professional Engineering Services by and between Client and Engineer, dated effective as of the ____th day of _____, 2024, with the same force and effect as if all of the terms of such Master Agreement were recited verbatim herein.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, LLC



Dustin O'Neal, P.E.
Managing Principal - Houston

CITY OF HUNTSVILLE

Signature: _____

Name: _____

Title: _____

Date: _____

**CITY OF HUNTSVILLE
ACCOUNTS PAYABLE CONTACT INFO**

Name: _____

Address: _____

Phone: _____

Email: _____

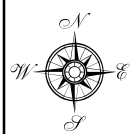
Attachments

- Exhibit 1 – Mance Park Middle School (FNI Project #3) Project Limits
- Exhibit 2 – Old Colony Road Project Limits
- Proposal for Geotechnical Investigation from Associated Testing Laboratories, dated January 31, 2024
- PD Schedule of Hourly Rates

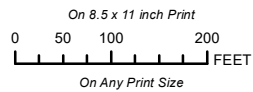
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1 in = 200 ft



Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet



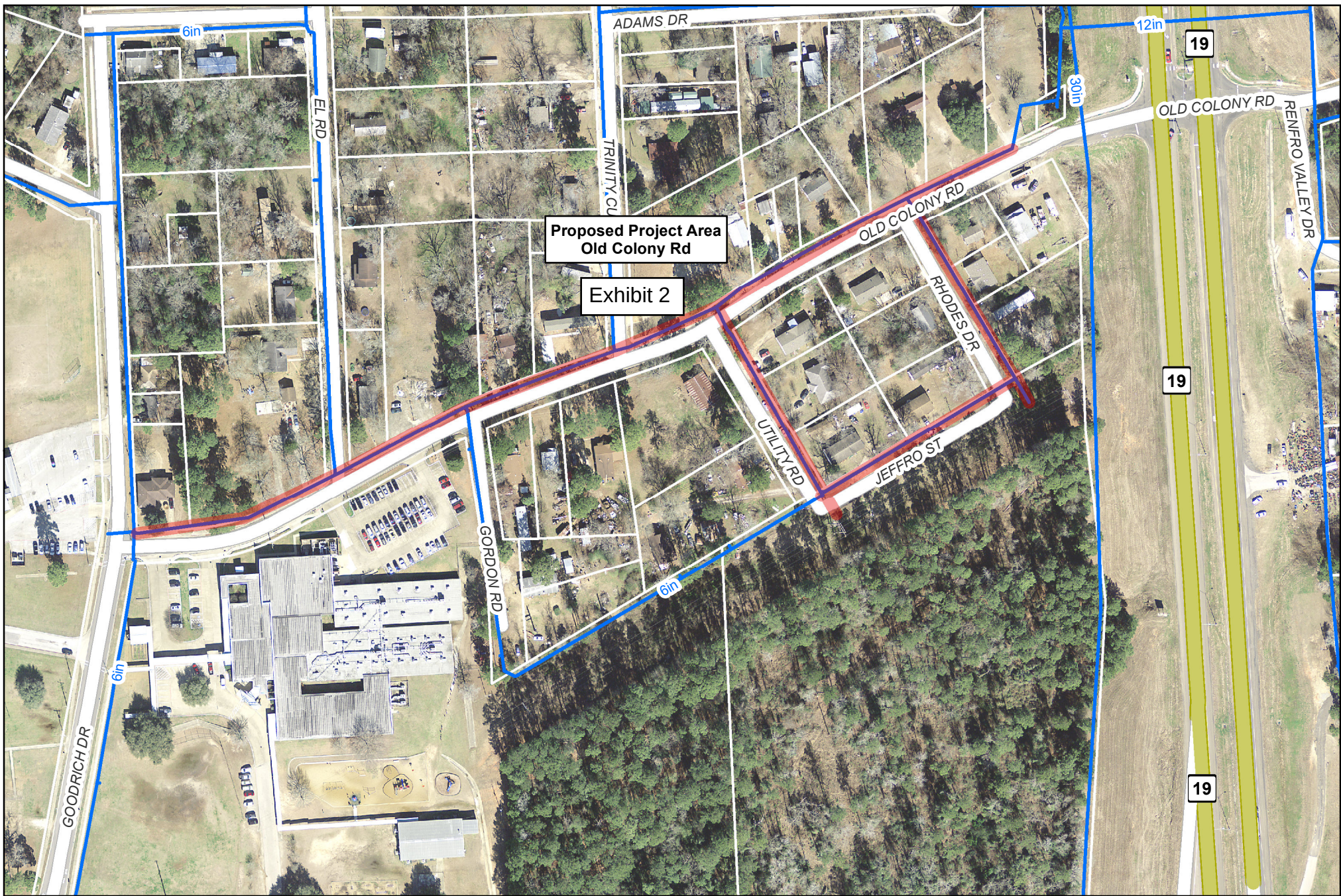
CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

CIP FY 23-24 Waterline Replacement
6th St., 7th St, 8th St, 9th St, University Ave, Ave H

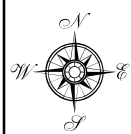
CREATED DATE: 1/18/2024

CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320

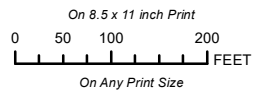
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Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet



CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

CIP FY 23-24 Waterline Replacement
Old Colony Rd, Rhodes Dr., Jeffro St., Utility Rd

CREATED DATE: 1/18/2024

CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320

Map Created At:
www.huntsvilletx.gov/gis

January 31, 2024
Proposal No: GP24-0111

**Mr. Keith Mahon
Pape-Dawson Engineers
2107 CityWest Boulevard, Third Floor
Houston, Texas 77042**

**Reference: Proposal for Geotechnical Investigation
CIP FY 23-24 -Waterline Replacement at
Mance Park Middle School and Old Colony Rd
City of Huntsville, Texas**

Dear Mr. Mahon:

We are pleased to submit a proposal for the above-referenced project. The scope of work is to perform a Geotechnical Investigation based on our understanding of the project scope and as per City of Huntsville guidelines.

INTRODUCTION

As part of the City of Huntsville CIP FY 23-24 – Waterline Replacements project on selected streets will be installed using open cut excavation.

It is our understanding that the estimated maximum invert depth of water line is approximately 6 feet below existing grade.

The purpose of our geotechnical investigation will be to investigate the subsurface soils and groundwater conditions along the project alignments required for the design and construction of the proposed project.

SCOPE OF WORK:

The scope of this geotechnical investigation includes conducting a geotechnical investigation to develop an accurate and comprehensive design that will improve the waterline system along the designated streets as highlighted in red line as shown in **Figure 1: Mance Park Middle School** covering 6th St, 7th St, 8th St, 9th St, University Ave, & Ave. H involving drilling two (2) soil borings (per City of Huntsville requirements) to depth of 15 ft. to evaluate the subsurface soils and groundwater conditions.

Figure 2: Old Colony Road covering Old Colony Rd, Rhodes Dr, Jeffro St, & Utility Rd involving drilling two (2) soil borings (per City of Huntsville requirements) to depth of 15 ft. to evaluate the surface soils and groundwater conditions.

GEOTECHNICAL INVESTIGATION

Field Exploration

Based on the available project information, ATL proposes the following borings to investigate the subsurface soils and groundwater conditions along the site boring location plan is presented in **Figure 1: Mance Park Middle School** as follow:

Street/Location	Boring No.	Coordinates*		Depth, (ft)
		Latitude	Longitude	
7 th Street	B-1	30.727861°	-95.549108°	15
8 th Street	B-2	30.727080°	-95.549747°	15
Total Depth =30 LF				

Figure 2: Old Colony Road as follow:

Street/Location	Boring No.	Coordinates*		Depth, (ft)
		Latitude*	Longitude*	
Old Colony Rd	C-1	30.722189°	-95.529579°	15
Jeffro St	C-2	30.722056°	-95.527223°	15
Total Depth =30 LF				

**Coordinates subject change as per the One Call*

Soil samples will be obtained continuously up 15-ft. Standard Penetration Tests (SPT) will be performed in sands, if encountered, and clays will be sampled by Shelby tube. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory shear strength data will be made during analysis.

Depth to groundwater will be important for the design and construction of this project. For this reason, the borings will be drilled dry and the depth. Drilling will be suspended for 15 minutes to facilitate water level observation of boring, after recording water level, drilling will be resumed. The boreholes will be backfilled with soil cutting and cored pavement will patch with lean concrete after drilling and sampling.

Laboratory Testing

Laboratory tests will be assigned corresponding to the types of soils encountered, with the objective of classifying the soils physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No.

200 sieve, sieve analysis, and dry density.

Engineering Analyses and Reporting

The field and laboratory data will be summarized in an engineering report. Analyses of data will be presented, and recommendations made in accordance with the City of Huntsville guidelines. The following geotechnical information and recommendations will be provided:

Geotechnical analyses will be conducted using the field and laboratory test data to provide geotechnical recommendations for the design and construction of the proposed storm sewer lines, and detention pond as follows:

- Boring logs in gINT format. and boring logs profiles showing the generalized soils stratigraphy and groundwater levels.
- Discuss onsite soil types and the suitability of onsite soils for use as fill in the open trench construction.
- Open cut construction recommendations for the water lines.
- Discussion of open cut/trench excavation safety and OSHA safety requirements. Recommendations for trench bedding and backfill.
- Loads on buried pipes including dead and live loads (vehicle loads).
- Dewatering considerations and recommendations.
- Rigid and flexible pavement recommendations including subgrade reconstruction.

One (1) electronic PDF copy of the draft geotechnical report will be submitted. Once we have received the review comments, a final report addressing the review comments will be issued. Two (2) copies of the final report and an electronic copy (PDF) of the final report will also be issued.

COST ESTIMATE

Based on the scope of geotechnical work outlined above, we estimate the following lump sum costs:

Geotechnical Investigation for Proposed	Estimated Fee
CIP FY 23-24 Waterline Replacement - Mance Park Middle School & Old Colony Road,	\$6,000.00

This estimate assumes that: (i) underground utilities at proposed boring locations will be cleared by Texas 811 Call Service and/or private property maintenance personnel; (ii) the sites will be accessible to our truck-mounted drill rig equipment; (iii) permission/permit to access site, if needed, will be arranged by others at no cost to ATL.

TIME SCHEDULES

We estimate that the fieldwork can be started immediately after authorization is received. The field staking and utilities clearance will take about two weeks and will include site clearing. The field investigation will require about 1 to 2 weeks (assuming no complications in site access or site clearing), and the regular laboratory testing will take about 3 to 4 weeks. The draft geotechnical report will be submitted approximately 4 to 6 weeks from the day we receive the official notice to proceed.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project.

Very truly yours,
ASSOCIATED TESTING LABORATORIES, INC.

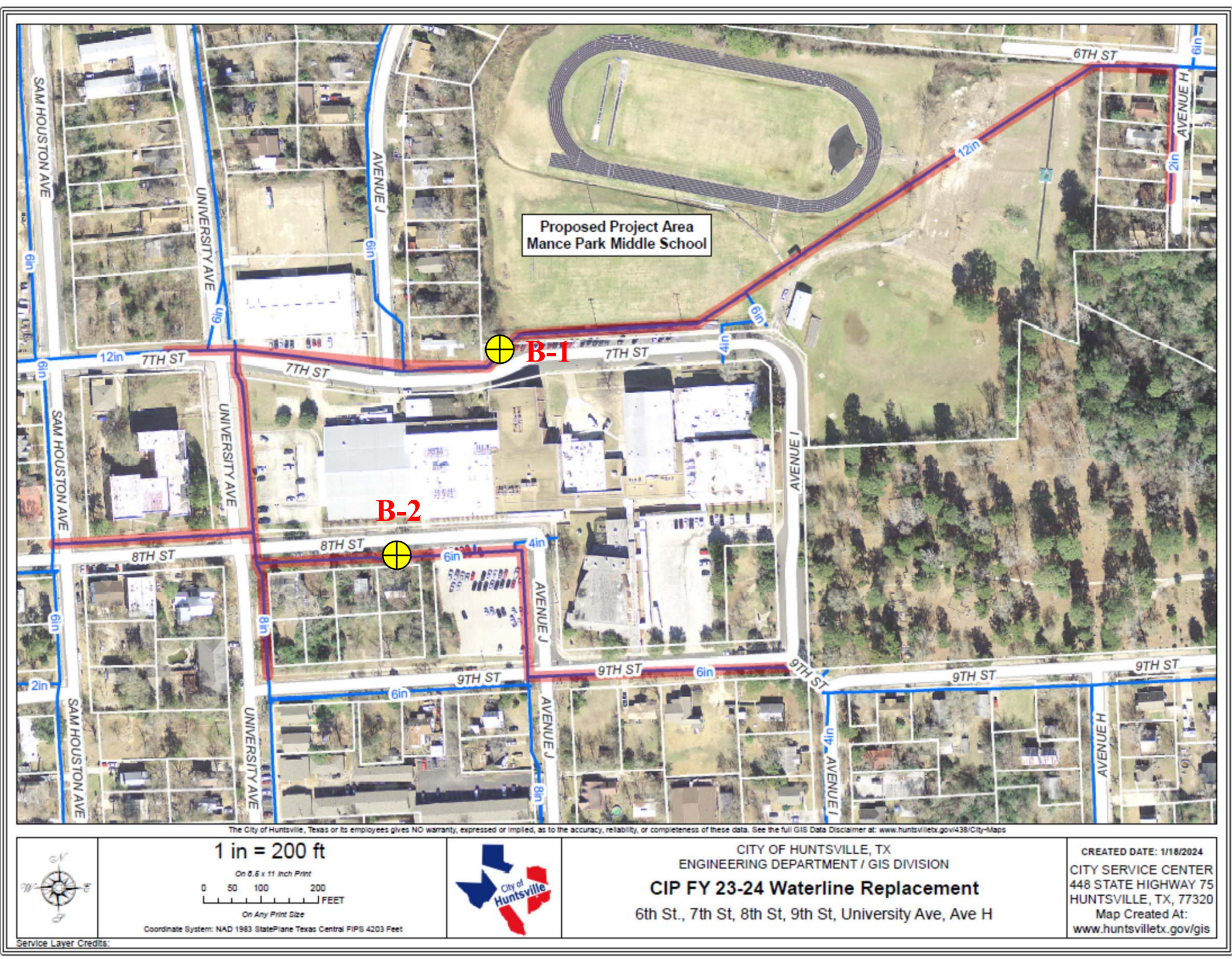


Nutan V. Palla, Ph.D., P.E.
Director, Geotechnical Services

Enclosure:

Figure 1: Proposed Boring Location Plan for **Mance Park Middle School**

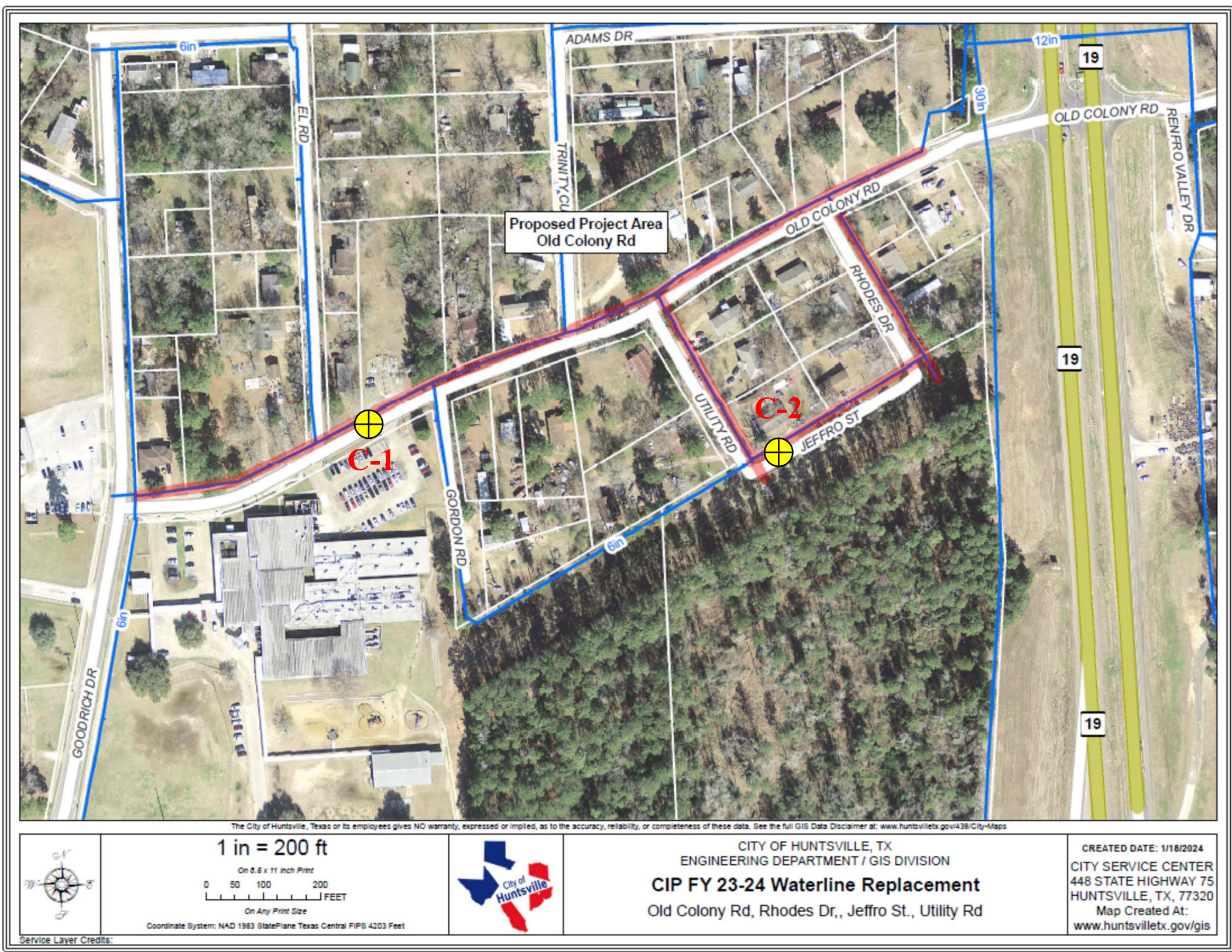
Figure 2: Proposed Boring Location Plan for **Old Colony Road**



Street/ Location	Boring No.	Coordinates*		Depth, (ft)
		Latitude	Longitude	
7 th Street	B-1	30.727861°	- 95.549108°	15
8 th Street	B-2	30.727080°	- 95.549747°	15
Total Depth =30 LF				

*Coordinates subject change as per the One Call

Proposal: CIP FY 23-24 - Waterline Replacements Mance Park Middle School & Old Colony Road City of Huntsville, Texas	ASSOCIATED TESTING LABORATORIES 	Proposal No.: Gp24-0111
		Not to Scale
Client: Pape-Dawson Engineers Houston, Texas	Proposed Boring Location Mance Park Middle School	FIGURE 1



Street/ Location	Boring No.	Coordinates*		Depth, (ft)
		Latitude*	Longitude*	
Old Colony Rd	C-1	30.722189°	-95.529579°	15
Jeffro St	C-2	30.722056°	-95.527223°	15
Total Depth =30 LF				

*Coordinates subject change as per the One Call



1 in = 200 ft

On 8.5 x 11 Inch Print

0 50 100 200 FEET

On Any Print Size

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet



CITY OF HUNTSVILLE, TX
ENGINEERING DEPARTMENT / GIS DIVISION

CIP FY 23-24 Waterline Replacement
Old Colony Rd, Rhodes Dr., Jeffro St., Utility Rd

CREATED DATE: 1/18/2024
CITY SERVICE CENTER
448 STATE HIGHWAY 75
HUNTSVILLE, TX, 77320
Map Created At:
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Proposal: CIP FY 23-24 - Waterline Replacements Mance Park Middle School & Old Colony Road City of Huntsville, Texas	ASSOCIATED TESTING LABORATORIES 	Proposal No.: Gp24-0111
		Not to Scale
Client: Pape-Dawson Engineers Houston, Texas	Proposed Boring Location Old Colony Road	FIGURE 2

SCHEDULE OF REPRESENTATIVE RATES**Effective July 29, 2023**

<u>Classification</u>	<u>Fixed Hourly Rate</u>	<u>Maximum Hourly Rate</u>
Executive Officer, Executive Vice Presidents	450.00	
Senior Vice President	400.00	
Vice President	390.00	
Associate Vice President, Practice Leader, Senior Associate	375.00	
Design Leader, Principal Engineer, Senior Project Manager, Program Control		375.00
Project Manager, Senior Project Engineer		295.00
Assistant Project Manager, E.I.T., Project Engineer, Designer		220.00
Project Controls		325.00
Project Coordinator/Planner		265.00
Construction Inspector		190.00
Technician		180.00
Sr. Environmental Scientist / Geologist / Archaeologist		300.00
Project Environmental Scientist / Geologist / Archaeologist		170.00
Staff Environmental Scientist / Geologist / Archaeologist		140.00
Survey Manager		350.00
Project Surveyor		290.00
S.I.T., Survey Technician		180.00
Geospatial Manager		200.00
Geospatial Staff		190.00
GIS Manager		340.00
GIS Analyst		210.00
Administrative Assistant		170.00
Operations/Clerical		135.00
Survey Crew (4 person) with equipment	350.00	
Survey Crew (3 person) with equipment	310.00	
Survey Crew (2 person) with equipment	230.00	
LiDAR Mapping	650.00	

February 1, 2024
(Revised: February 12, 2024)

Dr. Kathlie S. Jeng-Bulloch, P.E., D.WRE, CFM
City of Huntsville
448 SH 75 North
Huntsville, Texas 77320

Via Email: kjengbulloch@huntsvilletx.gov

Re: Water Line Replacement – Mance Park Middle School and Old Colony Road
City of Huntsville, Walker County, Texas
Engineering Services Proposal #1
PD Project Number: 41389-00

Dear Dr. Jeng-Bulloch:

We are pleased to present this proposal for providing civil engineering and surveying services in connection with the above referenced project. Our proposed scope of services and associated fees are as follows:

PROJECT UNDERSTANDING

The City of Huntsville (City) owns and operates a water system within their city limits and has identified water lines in need of rehabilitation and upgrade. Two such areas have been identified as Mance Park Middle School (Freese and Nichols (FNI) Project #3) and Old Colony Road. The City requests engineering services to replace water lines in these project locations including Basic and Additional Services from preliminary design to construction completion.

The Mance Park Middle School project will consist of approximately 4,300 LF of replacement. Project will replace 2-inch, 4-inch, 6-inch, 8-inch, and 12-inch water lines in the areas bounded by 6th Street to the North, Martin Luther King Drive to the East, 10th Street to the South, and Avenue M to the West. Exhibit 1 shows the limits of replacement. Work is to be completed within existing residential and commercial areas and may require rehabilitation of existing roadways and driveways.

The Old Colony Road project will consist of approximately 2,500 LF of replacement. Project will replace variable water line pipe sizes along Old Colony Road from Goodrich to I-19, and along Utility Rd, Jeffro St, and Rhodes Rd. Exhibit 2 shows the limits of replacement. Work is to be completed within existing residential and commercial areas and may require rehabilitation of existing roadways and driveways.

PROJECT SCOPE

Preliminary Design Services, Final Design Services (Construction Drawings, Technical Specs, preparation of Front End Contract Documents, Bidding Documents), Additional Services, Bid Phase Services, and Construction Phase Services as detailed below.

BASIC SERVICES

- I. PROJECT MANAGEMENT (TASK 501) \$25,000**
- This item represents an allowance and allotment to account for time not specifically required for design purposes:
- Preparation of exhibits for marketing, permitting, etc. as requested
 - Coordinate project team to meet and schedule deliverables
 - Attend project coordination meetings. Proposal allows four (4) meetings
 - Coordination and status reporting with client and other stakeholders
 - Includes site visits with client and/or client representatives and stakeholders
 - Provide exhibits to facilitate design concepts, presentations, and owner decisions
 - Participation in any public meeting as required for project presentation, one (1) maximum
- II. PRELIMINARY ENGINEERING (TASK 205) \$46,350**
- This task includes preparation of a Preliminary Design to address typical engineering and land use issues that may affect the project, and includes the following:
- Attend kick off meeting with City staff and produce meeting minutes
 - Civil Engineer to perform site visit(s) to identify general site conditions
 - Review known existing information available on the site such as survey, topo, site plan, and aerial photographs
 - Review location of existing utilities from available utility company information and prepare order of magnitude opinion of probable cost for conflict resolutions where required
 - Review requirements for street dedications, extensions or improvements that may be required
 - Produce a 30% plan set
 - Plan set to include cover sheet and plan and profile sheets at scale 1"=20' horizontal with existing features and proposed water line alignment in plan view only (no proposed profile linework)
 - Prepare and include an engineer's opinion of probable cost
 - Attend 30% submittal review meeting with City staff and produce meeting minutes
 - The deliverable to be a summary memo with exhibits including 30% plan set
- III. TOPOGRAPHIC (DESIGN) SURVEY (TASK 105) \$78,350**
- Establish datum and benchmarks for survey areas utilizing NAVD 1988 (2001 Adj.) and local datum for the City
 - Conduct field survey of site based on 50-foot grid of site
 - Survey limits of existing right-of-way only. The budget does not include surveying of single-family lots
 - Prepare digital map of site topography at 1-foot contour intervals. Provide spot elevations at property interface with existing roadway(s) or drainage features
 - Tree locates to be included, and will be tied within the ROW
 - Show datum and benchmarks for surveyed areas
 - Show relationship to Texas State Plane Coordinate System

IV. FINAL DESIGN (TASK 201) \$131,000

A. Water Line Plan and Profile

- Review and revise plans per comments from 30% Design Review meeting
- Submit plans to Texas Commission on Environmental Quality (TCEQ), as necessary
- Produce the 90% Design submittal for City review; Submittal to include the following:
 - 90% plan set which is to include City standard notes and detail sheets; design plans with proposed line work in plan and profile views; traffic control plans and SWPPP
- Attend the 90% Submittal Review meeting with City staff and produce meeting minutes
- Review and revise plans per comments from 90% submittal review meeting
- Produce plan sets for final review and bid set
 - Final review plan set to be unsigned
 - Bid set will be signed/sealed
- Attend Final submittal review meeting with City staff and produce meeting minutes
- Review and revise plan per comments from Final meeting and submit signed/sealed bid set for City Engineer's signature

B. Details and Specifications

- Provide necessary details to support the construction drawings
- Submit construction cost estimate and project manual at Final/bid set submittal
- Prepare construction specifications in CSI/CSC format to support the construction drawings
- Assist in completion of project manual including bid form and the City's standard front end documents

V. BID PHASE SERVICES (TASK 401) \$7,300

This task includes Construction Bidding Services, and includes the following:

- The Engineer, when authorized by the City, to prepare construction bid packages including, but not limited to invitation to bid, quantity estimates, bid forms and specifications.
- Distribute and collect bid packages, open bids in public and prepare a bid tabulation to provide a comparison between bidding contractors. Provide bid tabulation to client for contractor selection.
- Provide electronic copies of the bid ready plans to the City's Project Manager for bidding.
- Attend pre-bid meeting and produce meeting minutes
- Respond to Bidder questions and issue Addenda as necessary
- Attend Bid Opening and produce bid tabulation sheet
- Prepare and submit Recommendation of Award Letter, check references as necessary
- Attend City Council meeting for Recommendation for Award of Contract for Construction

- Prepare 5 hard copies of the addenda posted construction plan sets and project manual for the distribution to the awarded Contractor and the City

ADDITIONAL SERICES

VI. CONSTRUCTION PHASE SERVICES (TASK 402)

Allowance: \$44,000

A. Construction Phase Services

- Attend a pre-construction meeting with the contractor selected by City
- Assist in preparation/review of construction contract
- Provide electronic PDF set of Addenda posted plans and project manual for team distribution. (fully executed)
- Conduct monthly construction progress meetings and prepare copies of report/minutes
- Review and approve submittals, shop drawings, RFI's, prepare Change Order requests (including revisions to plan sheets and specifications), and make recommendations to City
- Review pay estimates that have previously been reviewed by City Staff. Sign and return copy for documentation
- Respond to inquiries by City staff on an as-needed basis
- Attend meetings as requested by City staff

B. Construction Observation

- Engineer to provide periodic on-site field visits, no less than every thirty (30) days during the construction, to observe construction status and quality of work, and review general conformance of construction to engineer's plans
- Engineer to respond to contractor Request for Information (RFI) and review material specifications, if requested by the client
- Conduct interim/final inspections. Prepare master punch list developed in conjunction with City Staff

C. Project Closeout Assistance

- Coordinate City punch list items with contractor
- Prepare and provide final acceptance letter and start of one year maintenance period
- Conduct one year inspection. Prepare punch list developed in conjunction with City Staff.
- Prepare final acceptance letter
- Produce Record Drawings and provide in electronic format and shape files compatible with City GIS
- Engineer to assist client with performance bond release once the infrastructure is complete and accepted by the City

VII. GEOTECHNICAL ENGINEERING SERVICES (TASK 504)

\$6,600

This scope, provided by Associated Testing Laboratories (ATL), includes conducting a geotechnical investigation to develop an accurate and comprehensive design that will improve the waterline system along the designated streets as highlighted in Exhibit 1: Mance Park Middle School covering 6th St, 7th St, 8th St, 9th St, University Ave, & Ave. H involving drilling two (2) soil borings (per City of Huntsville requirements) to depth of 15 ft. to evaluate the subsurface soils and groundwater conditions and Exhibit 2: Old Colony Road covering Old Colony Rd, Rhodes Dr, Jeffro St, & Utility Rd involving drilling two (2) soil borings (per City of Huntsville requirements) to depth of 15 ft. to evaluate the surface soils and groundwater conditions.

- **Field Exploration**

- ATL proposes the following borings to investigate the subsurface soils and groundwater conditions along the site boring location plan is presented in Exhibits 1 & 2 (*Coordinates subject change as per the One Call)
- Soil samples will be obtained continuously up 15-ft. Standard Penetration Tests (SPT) will be performed in sands, if encountered, and clays will be sampled by Shelby tube. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory shear strength data will be made during analysis.
- Depth to groundwater will be important for the design and construction of this project. For this reason, the borings will be drilled dry and the depth. Drilling will be suspended for 15 minutes to facilitate water level observation of boring, after recording water level, drilling will be resumed. The boreholes will be backfilled with soil cutting and cored pavement will patch with lean concrete after drilling and sampling.

- **Laboratory Testing**

- Laboratory tests will be assigned corresponding to the types of soils encountered, with the objective of classifying the soils physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No. 200 sieve, sieve analysis, and dry density.

- **Engineering Analyses and Reporting**

- The field and laboratory data will be summarized in an engineering report. Analyses of data will be presented, and recommendations made in accordance with the City of Huntsville guidelines. The following geotechnical information and recommendations will be provided.
- Geotechnical analyses will be conducted using the field and laboratory test data to provide geotechnical recommendations for the design and construction of the proposed storm sewer lines, and detention pond as follows:
 - Boring logs in gINT format. and boring logs profiles showing the generalized soils stratigraphy and groundwater levels.

- Discuss onsite soil types and the suitability of onsite soils for use as fill in the open trench construction.
- Open cut construction recommendations for the water lines.
- Discussion of open cut/trench excavation safety and OSHA safety requirements. Recommendations for trench bedding and backfill.
- Loads on buried pipes including dead and live loads (vehicle loads).
- Dewatering considerations and recommendations.
- Rigid and flexible pavement recommendations including subgrade reconstruction.
- One (1) electronic PDF copy of the draft geotechnical report will be submitted. Once we have received the review comments, a final report addressing the review comments will be issued. Two (2) copies of the final report and an electronic copy (PDF) of the final report will also be issued.

Note: Fee includes 10% engineering mark-up.

VIII. SUBSURFACE UTILITY ENGINEERING (SUE) TEST HOLE LOCATES (TASK 590) \$16,000

- The subsurface utility evaluation (SUE) testing scope includes the execution of four test holes at a budget of \$4,000 per hole location. The primary objective is to assess locations within the project area that may necessitate varying levels of SUE investigation to accurately map and identify subsurface utilities
- The SUE testing will involve the use of non-destructive methods, such as vacuum excavation or hand digging, to expose underground utilities at specified locations. The selection of these locations will be based on the potential variability in utility types and depths within the project site
- The SUE investigation will adhere to the ASCE 38-02 standard to categorize utilities into four quality levels (Q1-Q4). Different levels of investigation may be applied based on the complexity and criticality of the utilities in each designated location
- Engineer to provide findings from the SUE testing via a comprehensive memo that includes utility types, depths, and quality levels

IX. MISCELLANEOUS SERVICES AND REIMBURSABLES/DIRECT EXPENSES (TASK 503) \$5,000

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- ◆ *Attendance at project design team meetings and other meetings, as requested, for a maximum of thirty-two (32) hours is included within the scope and fees.*
- ◆ *Agency review fees, impact fees, and platting fees are not included herein.*
- ◆ *Engineering fee assumes no offsite utility, drainage, or street extensions/improvements are required and does not include preparation of offsite utility easements.*
- ◆ *No value engineering is included herein.*
- ◆ *This proposal does not include a fee to prepare easements. If needed, these typically cost \$1,500-\$3,000.*
- ◆ *Construction staking is not included herein, unless otherwise stated. A fee for said services may be provided, if requested, once the entire construction staking scope is known.*

- ◆ *Additional services required by the client which may arise, and are not outlined above, to be compensated for on an hourly basis or negotiated to a lump sum fee.*
- ◆ *Proposal excludes travel expenses.*

DESIGN CRITERIA

All design work will be completed as per the City of Huntsville Engineering Design Criteria and applicable design standards. Drawings provided will be completed full sized (22" x 34").

SUMMARY OF SCOPE AND FEES

BASIC SERVICES:

I. Project Management	Task 501	<i>Lump Sum</i>	\$25,000
II. Preliminary Engineering Services	Task 205	<i>Lump Sum</i>	\$46,350
II. Topographic (Design) Survey	Task 105	<i>Lump Sum</i>	\$78,350
IV Final Design	Task 201	<i>Lump Sum</i>	\$131,000
V. Bid Phase Services	Task 401	<i>Lump Sum</i>	<u>\$7,300</u>
		Subtotal:	\$288,000

ADDITIONAL SERVICES:

VII. Construction Phase Services	Task 402	<i>Allowance</i>	\$44,000
Geotechnical Engineering Services	Task 504		\$6,600
VIII. Subsurface Utility Engineering (SUE) Test Hole Locates (4 test holes at \$4000/locate, as authorized)	Task 590		\$16,000
IX. Miscellaneous Services & Reimbursables/Direct Expenses	Task 503		<u>\$5,000</u>
		Subtotal:	\$71,600
		TOTAL:	\$359,600

SCHEDULE

Pape-Dawson proposes the following preliminary schedule for completion of the project. This schedule will be evaluated after project kick-off and any efficiency noted will be incorporated in the schedule.

Project Task/Phase	Completion Date
Preliminary Design Memo & 30% Design Plans	<i>July 1, 2024</i>
90% Design Plans	<i>October 3, 2024</i>
100% Design Plans – Signed & Sealed	<i>December 4, 2024</i>
Bid Phase	<i>January 31, 2025</i>
Construction Phase	<i>August 4, 2025</i>

QUALITY ASSURANCE

Pape Dawson projects adhere to a strict Quality Assurance and Control Program to ensure that deliverables meet the Client's expectations. The intent is to have consistent and uniformly high quality of service delivery to the Client, while ensuring that appropriate internal protocols are adhered to, and final deliverables meet the project objectives.

BASIS OF COMPENSATION

Pape-Dawson's compensation for the above services shown as hourly, allowance or Time and Materials (T&M) will be a charge on an as needed basis for personnel services plus an hourly charge for specialized equipment and computers. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **\$359,600** is the estimated cost of Pape-Dawson's current understanding of the services identified above. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries, and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

AGREEMENT

Upon the signing of this Proposal by Client, this Proposal to be governed by the existing Master Agreement for Professional Engineering Services by and between Client and Engineer, dated effective as of the ____th day of _____, 2024, with the same force and effect as if all of the terms of such Master Agreement were recited verbatim herein.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson's sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, LLC

CITY OF HUNTSVILLE



Dustin O'Neal, P.E.
Managing Principal - Houston

Signature: _____

Name: _____

Title: _____

Date: _____

**CITY OF HUNTSVILLE
ACCOUNTS PAYABLE CONTACT INFO**

Name: _____

Address: _____

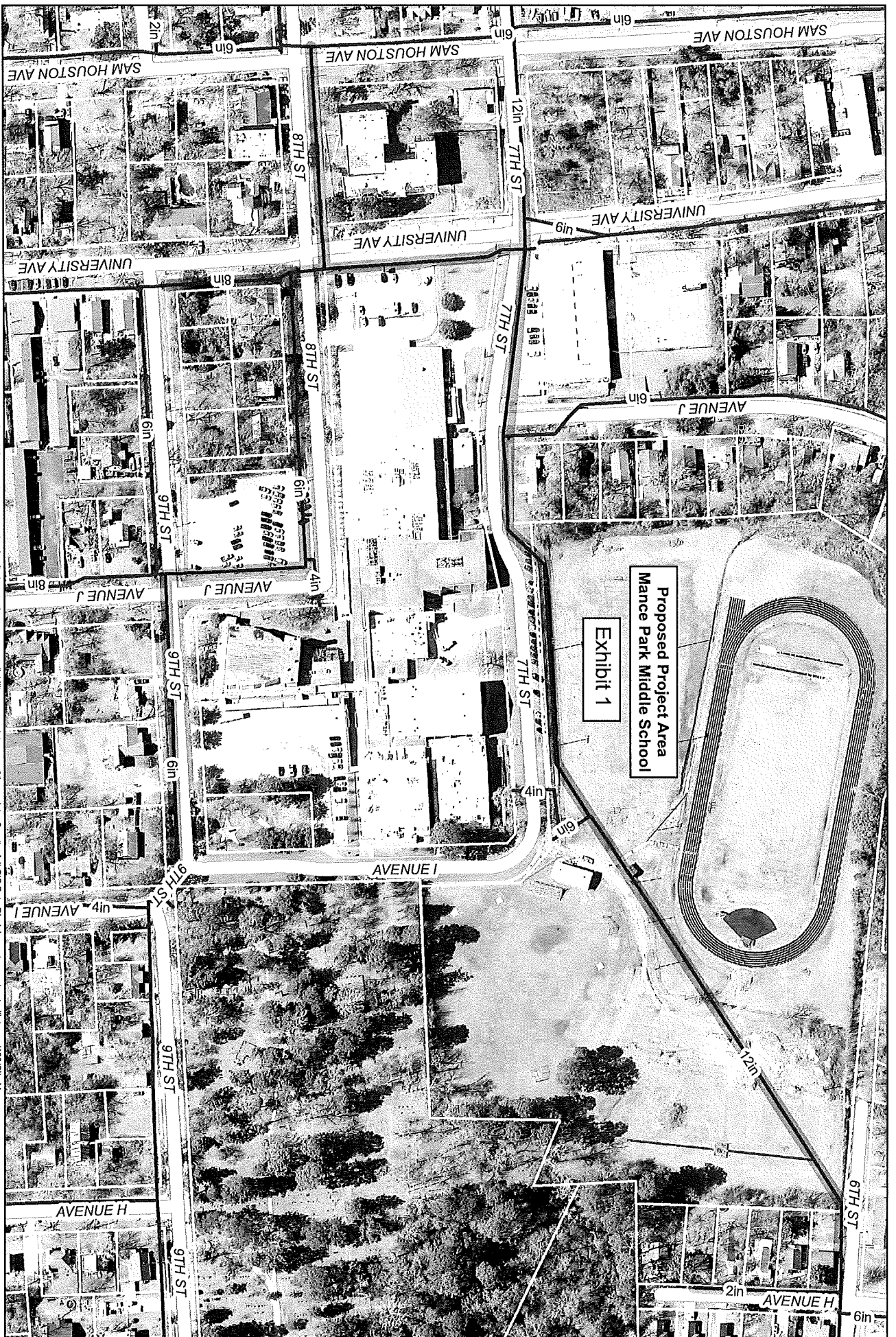
Phone: _____

Email: _____

Attachments

- Exhibit 1 – Mance Park Middle School (FNI Project #3) Project Limits
- Exhibit 2 – Old Colony Road Project Limits
- Proposal for Geotechnical Investigation from Associated Testing Laboratories, dated January 31, 2024
- PD Schedule of Hourly Rates

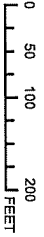
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The City of Huntsville, Texas or its employees gives NO warranty, expressed or implied, as to the accuracy, reliability, or completeness of these data. See the full GIS Data Disclaimer at: www.huntsvilletx.gov/439/City-Maps

1 in = 200 ft

On 8.5 x 11 inch Print



On Any Print Size

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet



CITY OF HUNTSVILLE, TX

ENGINEERING DEPARTMENT / GIS DIVISION

CIP FY 23-24 Waterline Replacement

6th St., 7th St, 8th St, 9th St, University Ave, Ave H

CREATED DATE: 1/18/2024

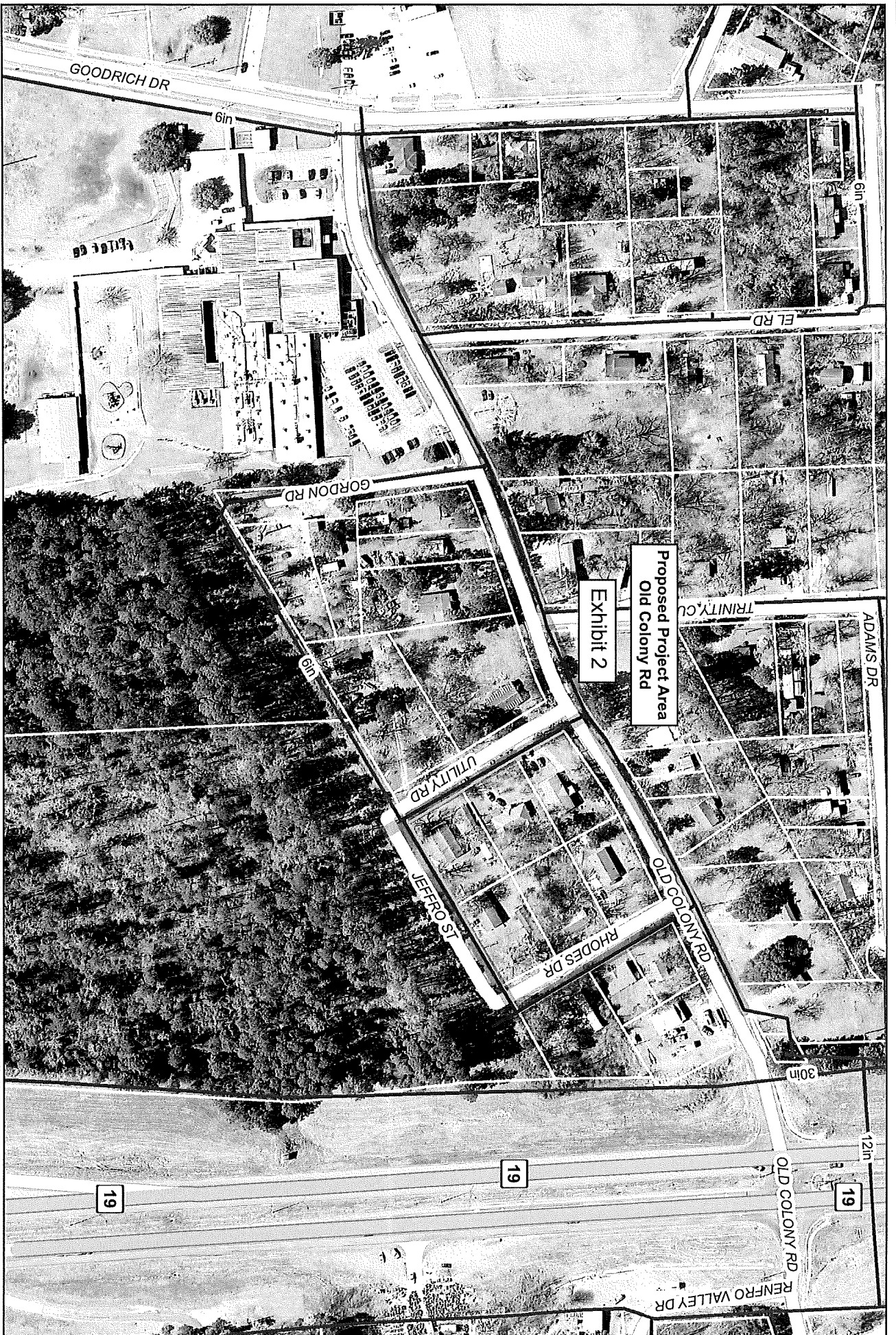
CITY SERVICE CENTER

448 STATE HIGHWAY 75

HUNTSVILLE, TX 77320

Map Created At:

www.huntsvilletx.gov/gis



Service Layer Credits:

Coordinate System: NAD 1983 StatePlane Texas Central FIPS 4203 Feet

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FEET

On 8.5 x 11 inch Print

1 in = 200 ft

City of Huntsville

ENGINEERING DEPARTMENT / GIS DIVISION

CIP FY 23-24 Waterline Replacement

Old Colony Rd, Rhodes Dr, Jeffro St, Utility Rd

CREATED DATE: 1/18/2024

CITY SERVICE CENTER

448 STATE HIGHWAY 75

HUNTSVILLE, TX 77320

Map Created At:

www.huntsvilletx.gov/gis

Page 127 of 218



January 31, 2024

Proposal No: GP24-0111

Mr. Keith Mahon
Pape-Dawson Engineers
2107 CityWest Boulevard, Third Floor
Houston, Texas 77042

Reference: Proposal for Geotechnical Investigation
CIP FY 23-24 -Waterline Replacement at
Mance Park Middle School and Old Colony Rd
City of Huntsville, Texas

Dear Mr. Mahon:

We are pleased to submit a proposal for the above-referenced project. The scope of work is to perform a Geotechnical Investigation based on our understanding of the project scope and as per City of Huntsville guidelines.

INTRODUCTION

As part of the City of Huntsville CIP FY 23-24 – Waterline Replacements project on selected streets will be installed using open cut excavation.

It is our understanding that the estimated maximum invert depth of water line is approximately 6 feet below existing grade.

The purpose of our geotechnical investigation will be to investigate the subsurface soils and groundwater conditions along the project alignments required for the design and construction of the proposed project.

SCOPE OF WORK:

The scope of this geotechnical investigation includes conducting a geotechnical investigation to develop an accurate and comprehensive design that will improve the waterline system along the designated streets as highlighted in red line as shown in **Figure 1: Mance Park Middle School** covering 6th St, 7th St, 8th St, 9th St, University Ave, & Ave. H involving drilling two (2) soil borings (per City of Huntsville requirements) to depth of 15 ft. to evaluate the subsurface soils and groundwater conditions.

Figure 2: Old Colony Road covering Old Colony Rd, Rhodes Dr, Jeffro St, & Utility Rd involving drilling two (2) soil borings (per City of Huntsville requirements) to depth of 15 ft. to evaluate the surface soils and groundwater conditions.

GEOTECHNICAL INVESTIGATION

Field Exploration

Based on the available project information, ATL proposes the following borings to investigate the subsurface soils and groundwater conditions along the site boring location plan is presented in **Figure 1: Mance Park Middle School** as follow:

Street/Location	Boring No.	Coordinates*		Depth, (ft)
		Latitude	Longitude	
7 th Street	B-1	30.727861°	-95.549108°	15
8 th Street	B-2	30.727080°	-95.549747°	15
Total Depth =30 LF				

Figure 2: Old Colony Road as follow:

Street/Location	Boring No.	Coordinates*		Depth, (ft)
		Latitude*	Longitude*	
Old Colony Rd	C-1	30.722189°	-95.529579°	15
Jeffro St	C-2	30.722056°	-95.527223°	15
Total Depth =30 LF				

**Coordinates subject change as per the One Call*

Soil samples will be obtained continuously up 15-ft. Standard Penetration Tests (SPT) will be performed in sands, if encountered, and clays will be sampled by Shelby tube. Shear strengths of the clays will be measured in the field with a hand penetrometer and correlations between this data and laboratory shear strength data will be made during analysis.

Depth to groundwater will be important for the design and construction of this project. For this reason, the borings will be drilled dry and the depth. Drilling will be suspended for 15 minutes to facilitate water level observation of boring, after recording water level, drilling will be resumed. The boreholes will be backfilled with soil cutting and cored pavement will patch with lean concrete after drilling and sampling.

Laboratory Testing

Laboratory tests will be assigned corresponding to the types of soils encountered, with the objective of classifying the soils physical and index properties, moisture contents, unconfined compressive strength, undrained unconsolidated compressive strength, Atterberg limits, percent finer than No.

200 sieve, sieve analysis, and dry density.

Engineering Analyses and Reporting

The field and laboratory data will be summarized in an engineering report. Analyses of data will be presented, and recommendations made in accordance with the City of Huntsville guidelines. The following geotechnical information and recommendations will be provided:

Geotechnical analyses will be conducted using the field and laboratory test data to provide geotechnical recommendations for the design and construction of the proposed storm sewer lines, and detention pond as follows:

- Boring logs in gINT format. and boring logs profiles showing the generalized soils stratigraphy and groundwater levels.
- Discuss onsite soil types and the suitability of onsite soils for use as fill in the open trench construction.
- Open cut construction recommendations for the water lines.
- Discussion of open cut/trench excavation safety and OSHA safety requirements. Recommendations for trench bedding and backfill.
- Loads on buried pipes including dead and live loads (vehicle loads).
- Dewatering considerations and recommendations.
- Rigid and flexible pavement recommendations including subgrade reconstruction.

One (1) electronic PDF copy of the draft geotechnical report will be submitted. Once we have received the review comments, a final report addressing the review comments will be issued. Two (2) copies of the final report and an electronic copy (PDF) of the final report will also be issued.

COST ESTIMATE

Based on the scope of geotechnical work outlined above, we estimate the following lump sum costs:

Geotechnical Investigation for Proposed	Estimated Fee
CIP FY 23-24 Waterline Replacement - Mance Park Middle School & Old Colony Road,	\$6,000.00

This estimate assumes that: (i) underground utilities at proposed boring locations will be cleared by Texas 811 Call Service and/or private property maintenance personnel; (ii) the sites will be accessible to our truck-mounted drill rig equipment; (iii) permission/permit to access site, if needed, will be arranged by others at no cost to ATL.

TIME SCHEDULES

We estimate that the fieldwork can be started immediately after authorization is received. The field staking and utilities clearance will take about two weeks and will include site clearing. The field investigation will require about 1 to 2 weeks (assuming no complications in site access or site clearing), and the regular laboratory testing will take about 3 to 4 weeks. The draft geotechnical report will be submitted approximately 4 to 6 weeks from the day we receive the official notice to proceed.

We appreciate the opportunity to submit this proposal and look forward to being of service to you on this project.

Very truly yours,
ASSOCIATED TESTING LABORATORIES, INC.

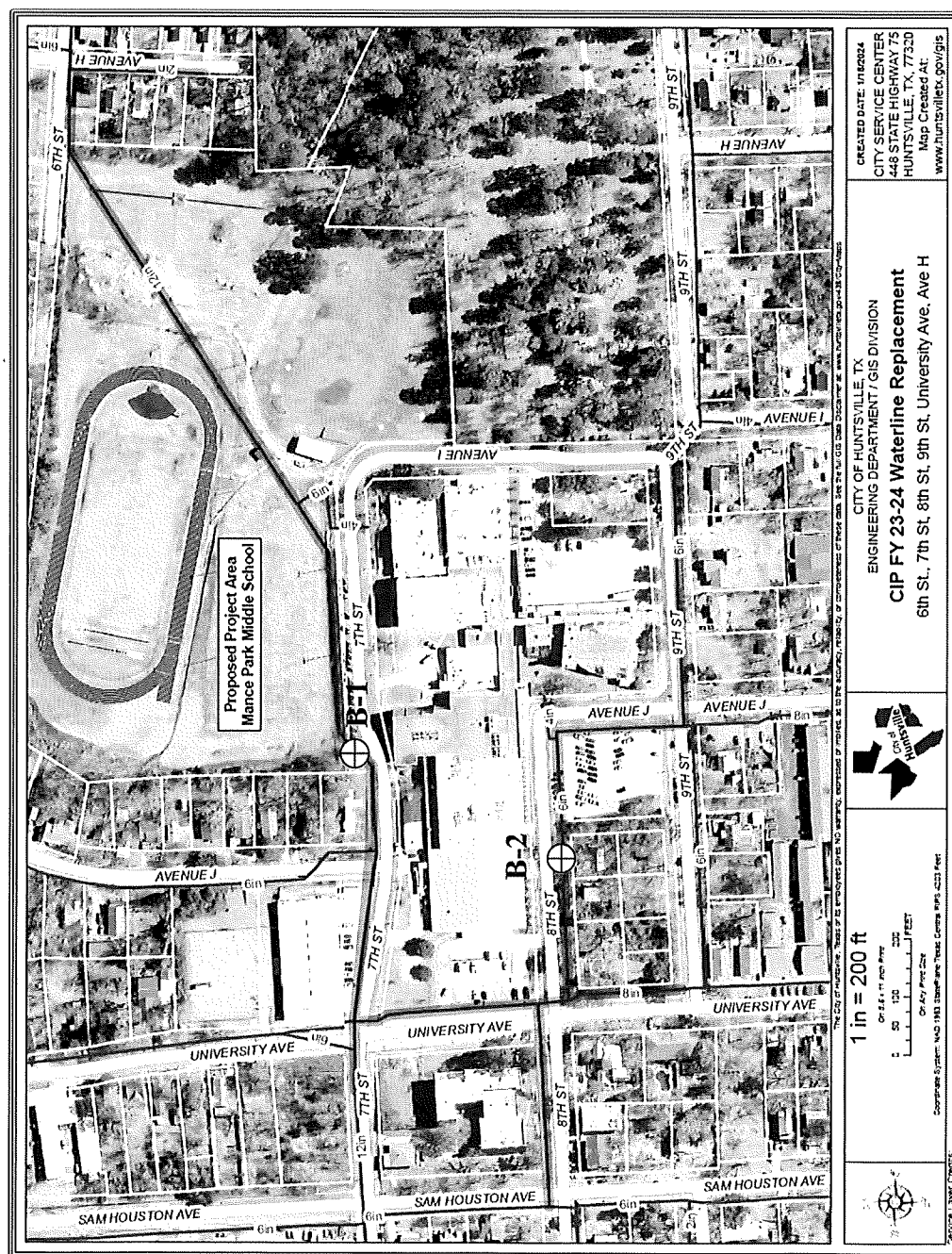


Nutan V. Palla, Ph.D., P.E.
Director, Geotechnical Services

Enclosure:

Figure 1: Proposed Boring Location Plan for Mance Park Middle School

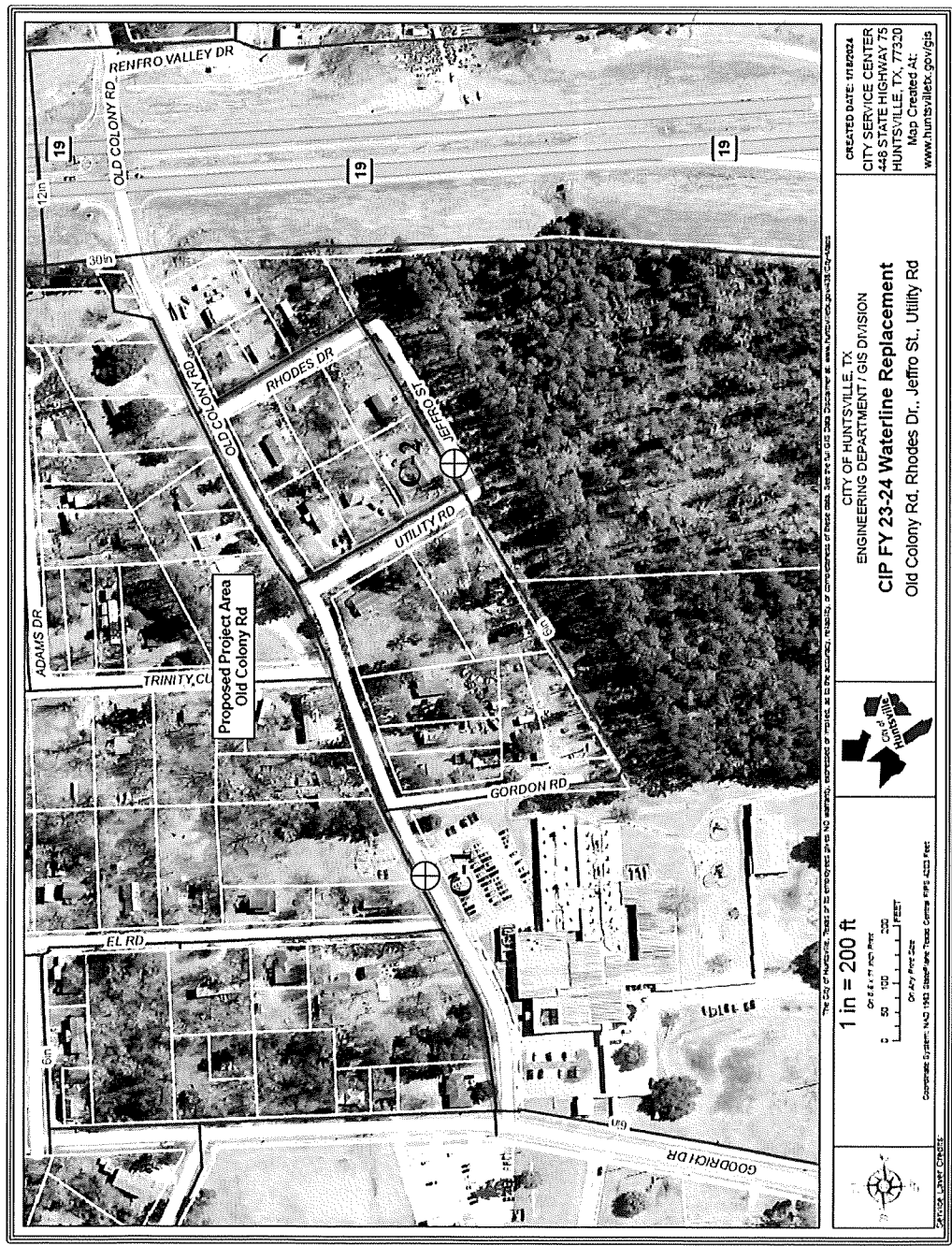
Figure 2: Proposed Boring Location Plan for Old Colony Road



Street/ Location	Boring No.	Coordinates* Latitude	Longitude	Depth, (ft)
7 th Street	B-1	30.727861°	95.549108°	15
8 th Street	B-2	30.727080°	95.549747°	15
Total Depth = 30 LF				

*Coordinates subject change as per the One Call

Proposal: CIP FY 23-24 - Waterline Replacements Mance Park Middle School & Old Colony Road City of Huntsville, Texas	 ASSOCIATED TESTING LABORATORIES	Proposal No.: Gp24-0111
		Not to Scale
Client: Pape-Dawson Engineers Houston, Texas	Proposed Boring Location Mance Park Middle School	FIGURE 1



Street/Location	Boring No.	Coordinates* Latitude* Longitude*	Depth, (ft)
Old Colony Rd	C-1	30.722189° -95.529579°	15
Jeffro St	C-2	30.722056° -95.527223°	15
Total Depth = 30 LF			

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ASSOCIATED TESTING LABORATORIES 	Proposal: CIP FY 23-24 - Waterline Replacements Mance Park Middle School & Old Colony Road City of Huntsville, Texas	Proposal No.: Gp24-0111
	Client: Pape-Dawson Engineers Houston, Texas	Not to Scale
Proposed Boring Location Old Colony Road		FIGURE 2

SCHEDULE OF REPRESENTATIVE RATES

Effective July 29, 2023

<u>Classification</u>	<u>Fixed Hourly Rate</u>	<u>Maximum Hourly Rate</u>
Executive Officer, Executive Vice Presidents	450.00	
Senior Vice President	400.00	
Vice President	390.00	
Associate Vice President, Practice Leader, Senior Associate	375.00	
Design Leader, Principal Engineer, Senior Project Manager, Program Control		375.00
Project Manager, Senior Project Engineer		295.00
Assistant Project Manager, E.I.T., Project Engineer, Designer		220.00
Project Controls		325.00
Project Coordinator/Planner		265.00
Construction Inspector		190.00
Technician		180.00
Sr. Environmental Scientist / Geologist / Archaeologist		300.00
Project Environmental Scientist / Geologist / Archaeologist		170.00
Staff Environmental Scientist / Geologist / Archaeologist		140.00
Survey Manager		350.00
Project Surveyor		290.00
S.I.T., Survey Technician		180.00
Geospatial Manager		200.00
Geospatial Staff		190.00
GIS Manager		340.00
GIS Analyst		210.00
Administrative Assistant		170.00
Operations/Clerical		135.00
Survey Crew (4 person) with equipment	350.00	
Survey Crew (3 person) with equipment	310.00	
Survey Crew (2 person) with equipment	230.00	
LiDAR Mapping	650.00	

AGREEMENT BETWEEN CITY AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into by and between CITY OF HUNTSVILLE, hereinafter called the OWNER, and Pape-Dawson Consulting Engineers, LLC , a Texas limited liability company, 2000 NW Loop 410, San Antonio, Texas, 78213-2251, hereinafter called ENGINEER, WITNESSETH that whereas the OWNER intends to construct Water Line Replacement – Mance Park Middle School and Old Colony Road (Project Number 24-10-09) hereinafter called the PROJECT. The effective date of this agreement is _____.

NOW, THEREFORE, the OWNER and ENGINEER for the considerations hereinafter set forth, agree as follows:

SECTION 1- RESPONSIBILITY OF THE ENGINEER

The ENGINEER shall serve as the OWNER's professional representative in the planning, design, bidding, and construction phases of the PROJECT as outlined in Proposal dated February 9, 2024 from Pape-Dawson Consulting Engineers, LLC (the proposal is hereinafter referred to as Exhibit 1), and shall give consultation and advice to the OWNER during the performance of its services. In the event of conflict between any provisions in this Agreement and any provisions in Exhibit 1, the provisions in this Agreement will control.

The ENGINEER shall perform services necessary under this AGREEMENT in a competent and professional manner with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

The OWNER's approval of drawings, design, specifications, reports incidental engineering services or materials furnished hereunder shall not in any way relieve the ENGINEER of liability for the technical adequacy of its services nor shall the OWNER's approval or acceptance of the ENGINEER's services be construed as a waiver of any rights under this AGREEMENT.

Except as limited by applicable law (including those provisions applying to governmental agencies under the Constitution of the State of Texas), the total aggregate liability of ENGINEER to the OWNER for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively, the "Claims") shall not exceed the greater of (1) the compensation paid by the OWNER to ENGINEER pursuant to this AGREEMENT for services performed for the Project; or (2) the proceeds of ENGINEER's available liability insurance coverage required under this agreement for coverage of any Claims. The ENGINEER shall not be liable, in accordance with applicable law, for any damages to the OWNER caused by the errors, omissions or other deficiencies to the extent attributable to the OWNER or any third party. The ENGINEER shall not be responsible for any time delays in the PROJECT caused by circumstances beyond its control. In no event

will ENGINEER, its subconsultants or subcontractors or the OWNER be liable for punitive, special, incidental, or consequential damages.

SECTION 2- CHARACTER AND EXTENT OF BASIC SERVICES

2.1. General:

The ENGINEER shall serve as the OWNER's professional representative in the planning, design, bidding and construction phases (including observation of construction) of the PROJECT as outlined in Exhibit 1, and shall give consultation and advice to the OWNER during the performance of its services.

The OWNER and ENGINEER acknowledge and anticipate that the timing and development of any AUTHORIZED SERVICES may depend on the availability of financing and the needs of the OWNER; therefore, the ENGINEER shall not proceed with any phase of engineering services without specific written authorization by the OWNER.

2.1.1 Copyright or Patent Infringement: The ENGINEER shall indemnify and hold harmless OWNER from actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and he shall hold harmless the OWNER from loss or damage resulting therefrom, providing however, that the OWNER within five (5) days after receipt of any notice of infringement or of summons in any action therefor shall have forwarded the same to the ENGINEER in writing.

2.1.2 Insurance: The ENGINEER shall secure and maintain such insurance as will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this Agreement and shall provide a certificate of said insurance to the OWNER to attach to this Agreement. The ENGINEER shall furnish proof of Professional Liability Coverage for the ENGINEER for this PROJECT in the amount of One Million Dollars to the OWNER within 15 days after this Agreement is executed and shall continue to maintain said insurance for this PROJECT. ENGINEER agrees to maintain both types of insurance during the duration of the PROJECT.

2.2 Planning, Designing, Bidding Support and Construction Support.

Refer to Exhibit 1.

SECTION 3- ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the OWNER, the ENGINEER shall provide Additional Services that are not already a part of Exhibit 1 and these will be paid by the OWNER a fee negotiated between the OWNER and the ENGINEER. It is agreed that if any of the additional services listed in this Section 3 are a part of Exhibit 1, then Exhibit 1 controls. Any additional services authorized (including services in addition to the ones listed below) will be in writing and signed by both Parties

and attached to this Agreement:

3.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.

3.2 Services to perform geotechnical investigations, materials testing, engineering surveys or topographic surveys for design, to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the OWNER.

3.3 Services resulting from significant changes in general scope of the PROJECT or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the ENGINEER's control.

3.4 Providing renderings or models for the OWNER's use.

3.5 Preparing documents for alternate bids requested by OWNER for work which is not executed or documents for out of sequence work.

3.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the OWNER.

3.7 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for communications, acoustics, and landscaping.

3.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.9 Services during out-of-town travel required of the ENGINEER other than visits to the PROJECT site or to regulatory agency offices having jurisdiction over the PROJECT.

3.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

3.11 Construction staking for the PROJECT.

3.12 Land surveys and office computations required to develop plats and metes and bounds descriptions for easement or property acquisition.

3.13 Preparation of operating and maintenance manuals.

3.14 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the PROJECT.

3.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public hearing or other legal or administrative proceeding involving the PROJECT.

3.16 Additional services in connection with the PROJECT, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

3.17 If requested by the OWNER or recommended by the ENGINEER and agreed to in writing by the OWNER, a Resident Project Representative and assistants will be furnished and will act as directed by the ENGINEER in order to provide more extensive representation at the PROJECT site during the Construction Phase.

3.18 Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work, but the furnishing of such Resident Project Representation will not make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.19 Reimbursable Services of the ENGINEER:

Reimbursable services shall include the following items when authorized in writing by the OWNER: transportation and subsistence of principals and employees on special trips to the PROJECT or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications.

SECTION 4- THE OWNER'S RESPONSIBILITIES

4.1. THE OWNER AGREES to provide the ENGINEER with complete information concerning the requirements of the PROJECT and to perform the following services:

4.2 Access to the Work: The OWNER shall guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform such work as surveys and inspections in the development of the PROJECT.

4.3 Consideration of the ENGINEER's Services: The OWNER, or an agent appointed by OWNER, shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the ENGINEER, and shall inform the

ENGINEER of all decisions within a reasonable time so as not to delay the work of the ENGINEER.

4.4 Legal Requirements: The OWNER shall serve all required public and private notices, receive and act upon all protests and fulfill requirements necessary in the development of the PROJECT.

4.5 Proposals: The OWNER shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incidental thereto.

4.6 Protection of Markers: The OWNER shall protect to the best of its ability, all stakes and other markers set by the ENGINEER prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the OWNER as extra services of the ENGINEER.

4.7 Standards: The OWNER shall furnish the ENGINEER with a copy of any design and construction standards it shall require the ENGINEER to follow in the preparation of Contract Documents for the PROJECT.

4. OWNER's Representative: The OWNER shall designate in writing, by appendix to this Agreement, a single person to act as the OWNER's Representative with respect to the services to be performed under this Agreement. The person designated as OWNER's Representative shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the services covered by this Agreement. The OWNER may also appoint, and will notify the ENGINEER of such appointment, a 3rd party to act as the OWNER's agent for consideration of the ENGINEER's services set forth in paragraph 4.3 above.

SECTION 5 - THE OWNER'S PAYMENTS TO THE ENGINEER:

5.1 Definitions of Construction Cost of the PROJECT, as herein referred to, means the total cost of all work designed or specified by the ENGINEER but does not include any payments to the ENGINEER or other consultants.

5.2 Abandoned or Suspended Services: If any services performed by the ENGINEER is abandoned or suspended in whole or in part, the ENGINEER shall be paid for services performed on account of it prior to receipt of written notice from the OWNER of such abandonment or suspension.

5.3 The OWNER will make prompt payments in response to the ENGINEER's detailed statements for all categories of completed services rendered under this AGREEMENT, or as provided in an agreed upon schedule which shall be attached to this AGREEMENT. However, the OWNER, in no circumstance, shall be required to make more than one payment a month. It is understood and agreed that the OWNER is not liable for payment of any fees for Basic Services described in this AGREEMENT until funds are available from bond sales or other lawful source of funds. Non-payment within 60 days of receipt of invoice may, at

ENGINEER option, result in the suspension of services upon 5 days notice to OWNER. ENGINEER will resume services upon payment in full of all outstanding undisputed invoices with no liability for such a suspension to OWNER.

5.4. Payments for Additional Services of the ENGINEER: The ENGINEER shall be reimbursed according to the attached Schedule of Charges for the additional services outlined under Section 3. Payments to the ENGINEER for additional services stipulated in Section 3 will be made monthly by the OWNER, upon presentation of monthly detailed statements by the ENGINEER.

SECTION 6 - THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

6.1 Termination: This Agreement may be terminated by either party by fourteen (14) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the party. If terminated due to the fault of others than the ENGINEER, the ENGINEER shall be paid for services performed to the date of termination, including reimbursements then due. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under this AGREEMENT to the date of termination. The OWNER shall then pay the ENGINEER promptly that proportion of the prescribed charges which the services actually performed under this AGREEMENT bear to total services called for under this AGREEMENT, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this AGREEMENT shall be delivered to the OWNER when and if the AGREEMENT is terminated, but subject to the restrictions, as to their use, as set forth in Section 6.3. The Parties agree that neither shall be liable for any consequential damages, including but not limited to loss profits, lost revenue, loss of use or opportunity, loss of goodwill, special damages, indirect, punitive or exemplary damages, or future loss profits if this Agreement is terminated for cause or without cause.

6.2 Disputes: Should a dispute arise during the course of this PROJECT, both parties hereby agree to attempt in good faith to resolve the dispute through mediation prior to seeking relief from any court or through any other legal proceeding.

6.3 Ownership of Documents: Upon execution of this Agreement, the ENGINEER grants to the OWNER a nonexclusive license to reproduce the ENGINEER's completed tracings and master specifications sheets solely for purposes of constructing, using, maintaining, renovating and/or adding onto the PROJECT, provided that the OWNER shall comply with all obligations under this Agreement. The ENGINEER shall obtain similar nonexclusive licenses from the ENGINEER's consultants consistent with this Agreement. Upon termination the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the OWNER to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the PROJECT. Any re-use of the Instruments of service for purposes other than related to this Agreement, by OWNER or those authorized by OWNER, shall

be at their sole risk and without liability to ENGINEER. Any modification of the Instruments of Service will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

6.4 Except for the licenses granted in Subparagraph 6.3 above, no other license or right shall be deemed granted or implied under this Agreement. The OWNER shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the ENGINEER.

6.5. Successors and Assigns: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the ENGINEER respectively and its partners, successors, assigns and legal representatives. Neither the OWNER nor the ENGINEER shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent of the other party. This Agreement and attachments supersede any previous contracts or oral agreements between the parties and constitutes the entire agreement between the parties.

6.6 Severability. Provisions of this AGREEMENT are severable and if any provision or part of this AGREEMENT or the application thereof to any person or circumstance should ever be held in any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of the AGREEMENT and the application of such provisions or part of this AGREEMENT to other persons or circumstances shall not be affected thereby.

6.7. Jurisdiction and Venue. The laws of the State of Texas apply to this Agreement. Venue of any civil action will be in the County where the PROJECT is located.

6.8 Indemnity. The OWNER, to the fullest extent permitted by law, will require any Contractor or Subcontractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the OWNER and the ENGINEER, their consultants and each of their officers, agents and employees from liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants or their officers, agents, and employees.

6.9 Written Notice.

Where written notice is mentioned in the AGREEMENT, it shall be sent by certified mail return receipt requested, or by personal delivery, or by facsimile, to the attention of and to the following addresses:

OWNER Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM City Engineer Director of Engineering Department City of Huntsville 448 State Highway 75 North Huntsville, TX 77320 kjengbulloch@huntsvilletx.gov	ENGINEER Alisa Max, P.E., ENV SP Vice President, Houston Pape-Dawson Consulting Engineers, LLC 2107 CityWest Boulevard, Third Floor Houston, TX 77042 amax@pape-dawwson.com
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6.10 Staffing. ENGINEER acknowledges that continuity of staffing is important to the OWNER for the duration of the PROJECT. Accordingly, ENGINEER agrees to assign the following key staff to the PROJECT. No substitution will be made to the assigned key staff without the written consent of the OWNER, provided the identified staff members remain employed by the ENGINEER:

PROJECT MANAGER: Alisa Max, P.E., ENV SP
ASSISTANT PROJECT MANAGER: Marcus Baskin, P.E.

6.11 Design Delays. OWNER and ENGINEER agree that time is of the essence in ENGINEER's work related to the PROJECT, it being acknowledged that ENGINEER shall be provided reasonable time to employ safe and sound engineering practices and the services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Accordingly, ENGINEER shall have deducted from any amounts owed a sum of \$0 per calendar day beyond completion dates for the respective design phases of various PROJECT elements established in the agreed upon schedule attached to this AGREEMENT, as may be amended in writing between both parties.

6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument. Alternatively, the Parties acknowledge and agree that this Agreement may be, for convenience, executed in duplicate originals, each of which is intended to be and is as valid as its counterpart original.

6.13 Statutory Terms Applicable to State Political Subdivisions. As required by Chapter 2270, Government Code, ENGINEER hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-

controlled territory, but does not include an action made for ordinary business purposes.

6.14 Open Records Contracting Information. If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Purchaser agrees that this Agreement may be terminated if Purchaser knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Purchaser agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372(a)(3)(B), Government Code.

(ii) Prohibition on Contracts with Certain Companies. Purchaser and the person or persons executing this Agreement on behalf of Purchaser, or representing themselves as executing this Agreement on behalf of Purchaser (collectively, the “Signing Entities”), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

(iii) If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Purchaser agrees that this Agreement may be terminated if Purchaser knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Purchaser agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372 (a) (3) (B), Government Code.

(iv) Companies that Boycott Certain Energy Companies or Discriminate Against the Firearms or Ammunitions Industries. The Developer agrees and represents that the total value of this Agreement shall not exceed the dollar limitation set for in Section 2274.002 (a) (2) of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) and Section 2274.002 (a) (2) of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written:

OWNER:
CITY OF HUNTSVILLE

ENGINEER:
PAPE-DAWSON CONSULTING ENGINEERS,
LLC

Aron Kulhavy - City Manager



Dustin O'Neal – Managing Principal – Houston

ATTEST:

ATTEST:

Kristy Doll - City Secretary



Alisa S. Max- Vice President

APPROVED AS TO FORM:

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: 1.h.

Agenda Item: Consider authorizing the City Manager to award a contract for the installation of Lightning Protection at Palm Street Water Plant.

Initiating Department/Presenter: Public Works

Presenter:

Brent Sherrod, Public Works Director

Recommended Motion: Move to authorize the City Manager to award a contract to Bertrem Products, Inc. for the installation of Lightning Protection at Palm Street Water Plant for the amount of \$98,554.00.

Strategic Initiative: Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The City of Huntsville budgeted in the FY 23-24 decision packages for lightning protection at 596 Palm St. There will be three units installed in strategic places to insure all of Palm St Water Treatment Plant equipment is protected. Over the last three years Palm St has experienced lightning strikes resulting in damaged equipment that is critical for the function of the water plant. These units deionize the atmosphere, collect all electrons and protons in the area and send them down to the ground. Two of the units cover a radius of 393 feet and one unit covers a radius of 82 feet.

City staff utilized sealed bid proposals to achieve optimal results at a competitive price. Vendors were invited to bid, along with the invitation to bid being advertised as required. One (1) bid was received by Bertrem Products, Inc. and opened on February 6, 2024. Based on the positive feedback that was received as well as experience with prior projects, we recommend Bertrem Products, Inc., to provide the necessary equipment and installation, as outlined within the bid, for the quoted price of \$98,554.00.

Previous Council Action: No previous Council action.

Financial Implications: Item is budgeted: 220-361-55070 In the amount of \$308,841.00.

Approvals:

Leonard Schneider

Sam Masiel

Aron Kulhavy

Kristy Doll

Associated Information:

1. Bid Tab - 24-03

Bid Tabulation

Project Name: Bid NO. 24-03 RFP Installation of Lightning Protection System

Location: 1212 Avenue M Huntsville, TX 77340

Date: February 6, 2024 Time: 2:00 PM



Bertrem Products

Description

Amount

Amount In Words

Installation of Lightning Protection System

\$98,554.00

Ninety-eight thousand five hundred fifty four dollars and zero cents

Explain Desired Payment Schedule Below:

50 % at Contract Execution Milestone

50 % at Contract Completion Milestone

_____ % at _____ Milestone

Note: Milestone payment requests must be approved by the City Project Manager.

Number. of Calander Days After Award to Provide Submittals: 5-7 Days

Number of Calander Days After Submittal Approval to Mobilize: 7 Days

Number of Calander Days After Mobilization to Complete Work: 5 Days



CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: 1.i.

Agenda Item: Consider ratifying the award of a contract for the emergency purchase of new pumping equipment and installation at Water Well 20 located at 255 Broadmoor Dr to Smith Pump Company, Inc.

Initiating Department/Presenter: Public Works

Presenter:

Brent Sherrod, Public Works Director

Recommended Motion: Move to ratify the award of a contract for the emergency purchase of new pumping equipment and installation at Water Well 20 located at 255 Broadmoor Dr to Smith Pump Company, Inc.

Strategic Initiative: Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The City of Huntsville's Water Well #20 production started to decline in 2023. This Water Well pumps to the Spring Lake Water Treatment Plant daily producing around 950 gallons per minute. Water Well 20 dropped below 550 gallons per minute, making it impossible to keep up with production flow at the Spring Lake Water Treatment Plant. The well was last rehabilitated 10 years ago. The Well was pulled by Smith Pump Company on January 23, 2024. We discovered two holes in the column pipe, bad check valves, corroded column pipe, worn pump assembly, holes in the well casing, and clogged screens. This proposal is to repair the holes in the casing, jet the screens to open them, clean debris from the bottom of the well, new column pipe, new anodes for corrosion resistance, two new check valves, a new stainless pump, a new motor, and installation.

The total cost for repairs and installation is \$167,914.00. The money to cover this unexpected emergency purchase will be transferred from decision packages that were under budget (\$75,000) and Future Appropriations (\$93,000)

Previous Council Action: No previous council action.

Financial Implications: Current funds are available in account 220-361-53060, water well maintenance, in the amount \$125,209.24 with the remainder of the funds to be allocated from the budget amendment contained in Ordinance 2024-1 from future appropriations in the amount of \$93,000.

Approvals:

Brent Sherrod

Leonard Schneider

Sam Masiel

Aron Kulhavy

Kristy Doll

Associated Information:

1. Huntsville Quote Well 20



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 37730

Friday, December 22, 2023

Page: 1

Prepared For: Joe Massey

Shipping: Joe Massey

City of Huntsville

accountspayable@huntsvilletx.gov
1211 Ave M
Huntsville, TX 77340
Phone: 936-581-9709

City of Huntsville - Well #20

253 Broadmoor
Huntsville, TX 77320

Shipping Method
SPCO Truck

Freight Terms
FOB Destination

Payment Terms
Net 30 Days

Salesperson:
TXEAST - Matt Ramburger

Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Please note this quotation includes downhole services Smith Pump will perform these services to the best of our ability however we cannot guarantee the condition of the well casing and screens which are downhole and out of sight. One concern is debris found at 836 FT which appears to be a large lamination of steel. This might pose an issue if it prevents our tool from reaching bottom of the well - we'll have to adjust the services we are able to perform if this is the case.

Sincerely,

Matt Ramburger

mattr@smithpump.com

Line: 1

Part ID: 4651

Rev: 0

Zoeller Vertical Bowl Assembly

1-WS10MM6V1-SS-03 3 stage bowl assembly ALL STAINLESS with 8" motor bracket, 8" thread discharge case

900 gpm @ 440'

1-150 hp, 460 volt 3ph 3600 rpm 8" Franklin Motor.

1-Submonitor FE Connect PR 1-135amp, 200-600V 3ph with CT's

Notes:

- Lead time from date of order 2 weeks
- ABB/PST300-600-70 soft starter **Not Included.**

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	44,839.00000			\$44,839.00 *

Line: 3

Part ID: 1544-021

Rev: 0

Subm Check Valve-8" Female x Female, Ductile Iron

4090, Model 80DI (8V-FNPT x 8V-FNPT)

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
2.00	EA	2,630.00000			\$5,260.00 *

Line: 4

Part ID: 1010-8"-Sch40

Rev: 0

27-8" x 20' long black pipe, T&C 8V



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 37730

Friday, December 22, 2023

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with two tear drop zinc anodes welded on each column
and 500' of Anode Zinc T2 Ribbon 1/2" x 9/16" strapped to
outside of column.

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
27.00 FT		1,445.00000			\$39,015.00 *

Line: 5 Part ID: 4206 Rev: 0

Crew Install of Submersible Well Pump

(3) Field Service Technicians with Special Tooling and Rig to Install Well Pump.

Includes:

1. Labor
2. Mileage to/from Jobsite
3. Expenses
4. Transport Pump from Shop
5. Reuse Surface Plate Assembly
6. Reuse Airline, Airline Gauge, and Fittings

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00 EA		10,000.00000			\$10,000.00 *

Line: 6 Part ID: 4651 Rev: 0

Well Rehabilitation

Work to include the following:

1. Remove fill from Bottom of Well using Sand Pump (1354' to 1380')
2. Nylon Brush Casing and Screen to Remove Build Up
 - a. 14" OD (Top down to 575')
 - b. 10-3/4" OD Patch (from 569' - 570')
 - c. 12-3/4" OD and screen (from 575' to bottom)
3. Sonar Jet Well Screens
4. Remove fill from Bottom of Well caused by Brushing & Sonar Jet
5. 3rd Party to Install two patches (1 at 323.51' and 1 at 476.52') (City to Provide a water source)
6. Camera Survey to confirm location of patch and casing seal

NOTE:

Smith Pump cannot guarantee successful patching. We estimating this to take one patch
at each hole in the casing. Additional patches will result in additional charges.

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00 EA		68,800.00000			\$68,800.00 *

* Indicates which quantity price is included in the Total

Total: \$167,914.00

Prices are Valid Until Sunday, January 21, 2024



Smith Pump Company, Inc.

301 MB Industrial Blvd
Waco, TX 76712 US

Phone: 800-299-8909
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www.smithpump.com

Quote No: 37730

Friday, December 22, 2023

Page: 3

ACCEPTED BY: _____

PRINTED NAME: _____

PURCHASE ORDER (IF APPLICABLE): _____

SIGNED ON DATE: _____



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Phone: 800-299-8909
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www.smithpump.com

Quote No: 37730

Friday, December 22, 2023

Page: 4

Terms and Conditions

1. **Applicability** - These Terms and Conditions of Sale ("Terms") shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company ("SPCO") and Customer. SPCO's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.
2. **Price** - Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the Customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode. In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for the storage of such equipment with SPCO or other party. SPCO's invoice, which is contractually based on shipment, shall be issued upon SPCO's readiness to ship the equipment covered by this quotation. SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.
3. **Warranty** - SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO's sole obligation and Customer's sole remedy under this warranty is repair or replacement at SPCO's election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal or materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer. Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO's written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter. SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO's instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of a SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).
4. **Payment** - All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which is delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment. If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.
5. **Joint Check Agreement** - If Customer fails to pay laborers and materialmen within thirty (30) days after payment by SPCO, SPCO will have the right to make future payments by check payable jointly to Customer and laborers or materialmen to the extent of unpaid indebtedness arising out of the job. SPCO will credit joint checks against the contract sum on the next payment application.
6. **Taxes** - The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.
7. **Property Damage** - SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.
8. **Startup** - If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.
9. **Limitation of Liability** - The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.
10. **Setoff** - All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.
11. **Customer Cancellation** - Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.
12. **Assignment** - Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.
13. **Waiver/Severability** - Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach. If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.
14. **Applicable Law** - The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan County, Texas.



CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: 1.j.

Agenda Item: Consider Resolution 2024-8 authorizing the City Manager to apply for and accept, if awarded, funding under the 2024-2025 Flood Infrastructure Fund (FIF), Texas Water Development Board, for the Huntsville Master Drainage Plan.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bulloch, City Engineer

Recommended Motion: Move to approve Resolution 2024-8 authorizing the City Manager to apply for and accept, if awarded, funding under the 2024-2025 Flood Infrastructure Fund (FIF), Texas Water Development Board, for the Huntsville Master Drainage Plan in the total amount of \$1,100,000, and City Matching funds of \$200,000.

Strategic Initiative: Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The Texas Water Development Board (TWDB) has invited entities to submit information on flood related projects to be included in the upcoming 2024 – 2025 Flood Infrastructure Fund (FIF). This program assists in financing drainage, flood mitigation, and flood control projects including planning and design activities, work to obtain necessary regulatory approvals, and construction and implementation of flood projects. Flood related projects and studies must be included in the Texas State Flood Plan in order to be considered for funding. For this fiscal year, \$375 million will be available for community funding which will be awarded through a multi-step process. The Abridge Applications are due April 15, 2024, with an invitation for the full application to occur later this year.

During 2022 and 2023, with Trinity River, San Jacinto Water Authority, and Texas Water Development Board staff's help, we were able to mention 3 needed Master Drainage Plans and placed them in the Texas State Flood Plan.

All three Master Drainage Plans are accepted and are on the list of the "Flood Management Evaluation (FME) List". Three Plans are detailed below:

- Master Drainage Plan – This study would evaluate existing drainage conditions for the entire City and provide recommendations to reduce flood risk and improve flood related resiliency. This would be a continuation of previous drainage planning efforts undertaken in the City. The cost for engineering analysis for this project would be \$500,000.00. Based on the preliminary basis of cost provided in the draft intended use plan, these projects would be available for up to a 90% grant match from the TWDB.
- Elkins Lake Watershed - This study would evaluate existing drainage conditions for the Elkins Lake Watershed and provide recommendations to improve drainage. The cost for engineering

analysis for this project would be \$300,000.00. Based on the preliminary basis of cost provided in the draft intended use plan, this project would be available for up to a 75% grant match from the TWDB.

- Spring Lake Watershed - This study would evaluate existing drainage conditions for the Spring Lake Watershed and provide recommendations to improve drainage. The cost for engineering analysis for this project would be \$300,000.00. Based on the preliminary basis of cost provided in the draft intended use plan, this project would be available for up to a 75% grant match from the TWDB.

All of those costs above are based upon 2022 estimates with the City matching funds of \$200,000 and \$900,000 from the Grant.

Previous Council Action: No previous Council Action

Financial Implications: Not at this time. Should the grant be awarded, the City's matching dollar amounts will need to be budgeted through either utility fund reserves or capital projects.

Approvals:

Kathlie Jeng-Bulloch
Leonard Schneider
Sam Masiel
Aron Kulhavy
Kristy Doll

Associated Information:

1. Resolution No 2024 8 2 20 2024
2. Flood Management Evaluation FME list pages 1 30 86

RESOLUTION NO. 2024-8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, TEXAS, AUTHORIZING THE SUBMISSION OF THE APPLICATION FOR THE 2024-2025 FLOOD INFRASTRUCTURE FUND (FIF), TEXAS WATER DEVELOPMENT BOARD; AND AUTHORIZING THE CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE GRANT PROGRAM.

WHEREAS The City desires to ensure the QUALITY OF THE City utilities, transportation, and physical structures so that the City's core services can be provided in an effective and efficient manner and enhance the quality of life for citizens, businesses, and visitors; and

WHEREAS It is necessary and in the best interest of the City to apply for funding under the 2024-2025 Flood Infrastructure Fund (FIF), Texas Water Development Board.

NOW, THEREFORE, be it resolved by the City Council of the City of Huntsville, Texas, that:

SECTION 1: A application is hereby authorized to be filed on behalf of the City and be placed in competition for funding under the 2024-2025 Flood Infrastructure Fund Program.

SECTION 2: The application will be for \$1,100,000.00, of which \$900,000.00 will be in grant funds.

SECTION 3: The Mayor and City Council strongly support this application to ensure the safety of all citizens and enhance the quality of life for citizens, businesses, and visitors.

SECTION 4: The City Council directs and designates the City Manager as the City's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the City's participation in the 2024-2025 Flood Infrastructure Fund Program, Texas Water Development Board.

SECTION 5: All funds will be used in accordance with all applicable federal, state, local and programmatic requirements including, but not limited to, procurement, environmental review, labor standards, and civil rights requirements.

PASSED AND APPROVED This 20th day of February, 2024.

THE CITY OF HUNTSVILLE

Russell Humphrey, Mayor

ATTEST

APPROVED AS TO FORM:

Kristy Doll, City Secretary

Leonard Schneider, City Attorney

Note: Data utilized for generating this draft ranking for the state flood plan is from the amended regional flood plans submitted in July 2023. These plans and associate data are currently under review and are subject to change.

FME Ranking Tool				Ranking Factor 7		Yes		Yes		Yes		Yes		Yes		Yes		Yes		Total Score (with Arcsinh normalization)		Rank (with Arcsinh normalization)						
				Max Values for Normalization		2,500,000		8,000,000		255,000		2,500.0		10,000		115,000.0		6,000,000.0										
				Weight Value		15.0%		15.0%		25.0%		20.0%		5.0%		10.0%		10.0%										
				Ranking Criteria		Estimated number of structures at 100-year risk		Estimated Population at 100-year flood risk		Critical facilities at 100-year flood risk (ft)		Number of low water crossings at flood risk (ft)		Estimated number of road closures (ft)		Estimated length of roads at 100-year flood risk (miles)		Estimated farm & ranch land at 100-year flood risk (acres)										
FME ID	Region Number	FME Name	FME Description	FME Type	Estimated cost (\$)	Structures at risk, Arcsinh (0-10)	Arcsinh (Weighted) Structures at risk	Pop at Risk, Arcsinh (0-10)	Arcsinh (Weighted) Pop at Risk	Critical Facilities Raw	Critical Facilities, Arcsinh (0-10)	Arcsinh (Weighted) Critical Facilities	LWC Raw	LWC, Arcsinh (0-10)	Arcsinh (Weighted) LWC	Road Closures Raw	Road Closures, Arcsinh (0-10)	Arcsinh (Weighted) Road Closures	Road Miles Raw	Road Miles, Arcsinh (0-10)	Arcsinh (Weighted) Road Miles	Ag Land Raw	Ag Land, Arcsinh (0-10)	Arcsinh (Weighted) Ag Land				
011000002	1	Clay County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$1,169,000.00	128	3.595	5.392	265	3.182	5.672	0	0.000	0.000	64	5.697	11.394	122	5.551	2.775	63.885	3.902	3.902	94,917,570	7.456	7.456	36.59	465
011000003	1	Foard County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$749,000.00	23	2.482	3.724	10	1.807	2.711	0	0.000	0.000	4	2.459	4.919	5	2.335	1.167	35.839	3.437	3.437	58,148,129	7.156	7.156	23.11	1298
011000004	1	Cottle County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$926,000.00	7	1.714	2.571	3	1.096	1.644	0	0.000	0.000	5	2.715	5.430	5	2.335	1.167	33.463	3.382	3.382	71,380,672	7.281	7.281	21.48	1422
011000005	1	Motley County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$974,000.00	114	3.520	5.280	102	3.006	4.809	0	0.000	0.000	6	2.926	5.851	6	2.516	1.258	22.509	3.063	3.063	80,008,148	7.351	7.351	27.61	978
011000006	1	Floyd County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$1,115,000.00	35	2.754	4.132	22	2.282	3.422	0	0.000	0.000	10	3.520	7.040	37	4.346	2.173	76.583	4.048	4.048	26,594,523	6.676	6.676	27.49	982
011000007	1	Wilbarger County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$983,000.00	132	3.615	5.422	520	4.188	6.282	2	1.098	2.746	39	5.115	10.231	45	4.544	2.272	87,622	4.157	4.157	101,721,125	7.499	7.499	38.61	413
011000008	1	Hardeman County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$678,000.00	43	2.888	4.332	133	3.366	5.049	0	0.000	0.000	6	2.926	5.851	6	2.516	1.258	54.346	3.772	3.772	59,006,797	7.165	7.165	27.43	987
011000009	1	Knox County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$873,000.00	7	1.714	2.571	3	1.096	1.644	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	5.207	1.892	1.892	42,190,956	6.959	6.959	13.07	2127
011000010	1	King County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$955,000.00	10	1.944	2.916	7	1.594	2.391	0	0.000	0.000	1	1.035	2.070	1	0.890	0.445	10.699	2.466	2.466	46,809,727	7.023	7.023	17.31	1792
011000011	1	Dickens County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$920,000.00	14	2.161	3.242	13	1.955	2.948	0	0.000	0.000	1	1.035	2.070	1	0.890	0.445	15.003	2.237	2.237	23,267,186	6.594	6.594	18.03	1732
011000012	1	Baylor County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$912,000.00	64	3.146	4.718	21	2.254	3.380	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	3.870	1.660	1.660	45,083,871	6.999	6.999	16.76	1844
011000013	1	Carson County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$826,000.00	87	3.345	5.017	190	3.381	5.371	4	1.594	3.985	10	3.520	7.040	12	3.211	1.605	35.602	3.432	3.432	43,317,895	6.975	6.975	33.43	610
011000014	1	Odham County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$1,447,000.00	25	2.356	3.805	42	2.671	4.007	1	0.671	1.677	30	4.807	9.615	30	4.135	2.067	9.390	2.362	2.362	95,133,555	7.458	7.458	30.99	742
011000015	1	Hempill County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$887,000.00	101	3.441	5.162	76	3.029	4.543	0	0.000	0.000	6	2.926	5.851	6	2.516	1.258	29.623	3.284	3.284	77,405,320	7.331	7.331	27.43	986
011000016	1	Roberts County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$870,000.00	90	3.367	5.050	55	2.834	4.251	2	1.098	2.746	5	2.715	5.430	5	2.335	1.167	20.553	2.990	2.990	91,030,602	7.431	7.431	29.07	878
011000017	1	Hutchinson County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$995,000.00	428	4.378	6.566	587	4.361	6.391	2	1.098	2.746	10	3.520	7.040	10	3.027	1.514	29.868	3.291	3.291	70,011,992	7.269	7.269	34.82	538
011000018	1	Moore County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$835,000.00	75	3.248	4.873	228	3.691	5.536	4	1.594	3.985	10	3.520	7.040	13	3.291	1.646	28.652	3.257	3.257	38,661,184	6.905	6.905	33.24	622
011000019	1	Hartley County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$1,361,000.00	111	3.503	5.254	209	3.638	5.458	5	1.760	4.399	61	5.640	11.281	63	4.883	2.442	83.216	4.115	4.115	91,162,867	7.431	7.431	40.38	335
011000020	1	Childress County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$711,000.00	47	2.945	4.418	56	2.845	4.267	1	0.671	1.677	8	3.260	6.520	8	2.804	1.402	52.280	3.741	3.741	65,435,875	7.228	7.228	29.25	858
011000021	1	Hall County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$982,000.00	66	3.166	4.748	37	2.595	3.892	5	1.760	4.399	22	4.444	8.887	22	3.822	1.911	73.761	4.018	4.018	90,608,164	7.428	7.428	35.28	525
011000022	1	Brice County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$902,000.00	36	2.773	4.159	23	2.308	3.463	0	0.000	0.000	2	1.695	3.390	2	1.458	0.729	45.102	3.622	3.622	64,354,152	7.218	7.218	22.58	1333
011000023	1	Swisher County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$929,000.00	57	3.071	4.606	53	2.811	4.217	0	0.000	0.000	11	3.632	7.263	15	3.435	1.718	203,204	4.835	4.835	40,120,859	6.928	6.928	29.57	832
011000024	1	Castro County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$873,000.00	44	2.903	4.354	26	2.282	3.573	0	0.000	0.000	8	3.260	6.520	53	4.709	2.354	74,271	4.024	4.024	19,990,002	6.501	6.501	27.33	990
011000025	1	Parmer County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$789,000.00	86	3.337	5.006	107	3.135	4.852	0	0.000	0.000	5	2.715	5.430	11	3.123	1.562	65.651	3.924	3.924	13,564,475	6.263	6.263	27.04	1017
011000026	1	County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$909,000.00	105	3.467	5.200	107	3.235	4.852	5	1.760	4.399	5	2.715	5.430	5	2.335	1.167	65.502	3.922	3.922	75,246,852	7.314	7.314	32.28	689
011000027	1	Donley County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$957,000.00	219	3.943	5.915	525	4.194	6.291	2	1.098	2.746	9	3.397	6.794	9	2.922	1.461	46,073	3.639	3.639	76,552,172	7.324	7.324	34.17	570
011000028	1	Armstrong County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$863,000.00	24	2.510	3.765	13	1.865	2.948	0	0.000	0.000	14	3.914	7.828	27	4.028	2.014	25,402	3.161	3.161	56,990,496	7.143	7.143	26.86	1030
011000029	1	Deaf Smith County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$1,283,000.00	120	3.553	5.330	271	3.795	5.693	0	0.000	0.000	18	4.208	8.417	25	3.951	1.975	76,434	4.047	4.047	54,135,297	7.112	7.112	32.57	668
011000030	1	Wheeler County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$892,000.00	191	3.854	5.782	210	3.641	5.462	4	1.594	3.985	4	2.459	4.919	4	2.115	1.058	65,061	3.917	3.917	70,021,961	7.270	7.270	32.39	677
011000031	1	Sherman County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$838,000.00	21	2.423	3.635	26	2.282	3.573	3	1.384	3.459	9	3.397	6.794	10	3.027	1.514	56,692	3.806	3.806	44,312,844	6.989	6.989	29.77	822
011000032	1	Dallam County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$1,297,000.00	890	4.852	7.278	1,401	4.785	7.178	2	1.098	2.746	22	4.444	8.887	22	3.822	1.911	177,945	4.726	4.726	91,033,189	7.431	7.431	40.16	341
011000033	1	Upshott County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$924,000.00	100	3.435	5.152	78	3.044	4.566	0	0.000	0.000	6	2.926	5.851	6	2.516	1.258	20,320	2.981	2.981	66,275,203	7.236	7.236	27.05	1015
011000034	1	Odell County FIS	Perform flood insurance study for the county and develop regulatory mapping	Watershed Planning	\$859,000.00	369	4.281	6.422	533	4.203	6.304	1	0.671	1.677	1	1.035	2.070	1	0.890	0.445	30,317	3.319	3.319	48,149,855	7.040	7.040	27.28	999

FME ID	Region Number	FME Name	FME Description	FME Type	Estimated Cost (\$)	Structures at risk Raw	Structures at risk Arcsinh (0-10)	Arcsinh (Weighted) Structures at risk	Pop at Risk Raw	Pop at Risk Arcsinh (0-10)	Arcsinh (Weighted) Pop at Risk	Critical Facilities Raw	Critical Facilities Arcsinh (0-10)	Arcsinh (Weighted) Critical Facilities	LWC Raw	LWC, Arcsinh (0-10)	Arcsinh (Weighted) LWC	Road Closures Raw	Road Closures Arcsinh (0-10)	Arcsinh (Weighted) Road Closures	Road Miles Raw	Road Miles, Arcsinh (0-10)	Arcsinh (Weighted) Road Miles	Ag Land Raw	Ag land, Arcsinh (0-10)	Arcsinh (Weighted) Ag Land	Total Score (with Arcsinh normalization)	Rank (with Arcsinh normalization)
031000344	3	Cottonwood Creek of Ten Mile Creek at Pleasant Run	Evaluate bridge improvements for Pleasant Run Road over Cottonwood Creek of Ten Mile Creek	Project Planning	\$250,000.00	2	0.936	1,404	405	4.037	6,056	0	0.000	0.000	7	3.104	6,209	0	0.000	0.000	1,012	0.716	0.716	56,788	2,903	2,903	17.29	1793
031000345	3	Stream 4A1 at Goode Road	Evaluate bridge improvements for Goode Road over Stream 4A1	Project Planning	\$250,000.00	29	2.633	3,949	90	3.131	4,696	0	0.000	0.000	2	1.695	3,390	0	0.000	0.000	0.565	0.433	0.433	137,565	3,446	3,446	15.91	1927
031000346	3	Stream 4A5 at Goode Road	Evaluate bridge improvements for Goode Road over Stream 4A5	Project Planning	\$250,000.00	47	2.945	4,418	106	3.229	4,844	0	0.000	0.000	2	1.695	3,390	0	0.000	0.000	1,865	1.111	1.111	74,192	3,067	3,067	16.83	1837
031000347	3	Stream 4A5 at IH	Evaluate bridge improvements for IH 45 over Stream 4A5	Project Planning	\$250,000.00	47	2.945	4,418	106	3.229	4,844	0	0.000	0.000	2	1.695	3,390	0	0.000	0.000	1,865	1.111	1.111	74,192	3,067	3,067	16.83	1837
031000348	3	Ten Mile Creek at Ferris Road	Evaluate bridge improvements for Ferris Road over Ten Mile Creek	Project Planning	\$250,000.00	28	2.610	3,915	41	2.657	3,985	1	0.671	1,677	0	0.000	0.000	0	0.000	0.000	4,072	1.699	1.699	1,892,139	5,054	5,054	16.33	1891
031000349	3	Stream 4A4 at Fulghum Road	Evaluate bridge improvements for Fulghum Road over Stream 4A4	Project Planning	\$250,000.00	2	0.936	1,404	405	4.037	6,056	0	0.000	0.000	7	3.104	6,209	0	0.000	0.000	1,012	0.716	0.716	56,788	2,903	2,903	17.29	1793
031000350	3	Stream 4A1 at Geller Road	Evaluate bridge improvements for Geller Road over Stream 4A1	Project Planning	\$250,000.00	29	2.633	3,949	90	3.131	4,696	0	0.000	0.000	2	1.695	3,390	0	0.000	0.000	0.565	0.433	0.433	137,565	3,446	3,446	15.91	1927
031000351	3	Ten Mile Creek at Parkinson Road	Evaluate bridge improvements for Parkinson Road over Ten Mile Creek. Est cost = \$1,033,000	Project Planning	\$150,000.00	28	2.610	3,915	41	2.657	3,985	1	0.671	1,677	0	0.000	0.000	0	0.000	0.000	4,072	1.699	1.699	1,892,139	5,054	5,054	16.33	1891
031000352	3	City of Hutchins DMP	Evaluate city and identify future projects.	Project Planning	\$250,000.00	45	2.917	4,376	369	3.981	5,972	1	0.671	1,677	8	3.260	6,320	0	0.000	0.000	2,226	1.339	1.239	140,389	3,459	3,459	23.24	1285
031000353	3	City of Seagoville DMP	Evaluate city and identify future projects.	Project Planning	\$250,000.00	180	3.816	5,724	627	4.301	6,451	2	1.098	2,746	7	3.104	6,209	0	0.000	0.000	10,388	2.443	2.443	1,728,285	4,999	4,999	28.57	905
031000354	3	City of Hurstville DMP	Evaluate city and identify future projects.	Watershed Planning	\$500,000.00	238	3.997	5,996	2,819	5.207	7,810	3	1.384	3,459	2	1.695	3,390	0	0.000	0.000	6,206	2.032	2.032	107,402	3,294	3,294	25.98	1109
031000355	3	City of Weatherford DMP	Evaluate city and identify future projects	Watershed Planning	\$500,000.00	520	4.504	6,756	2,170	5.049	7,574	5	1.760	4,399	6	2.926	5,851	0	0.000	0.000	17,589	2.865	2.865	759,005	4,494	4,494	31.94	712
031000358	3	City of Irving DMP	Evaluate city and identify future projects	Watershed Planning	\$500,000.00	4,589	5.915	8,873	40,893	6.819	10,229	31	3.141	7,851	30	4.807	9,615	0	0.000	0.000	85,328	4.135	4.135	1,397,400	4,868	4,868	45.57	157
031000359	3	Arlington California Lane Drainage	Study to determine mitigation options in order to implement California Lane Drainage improvement alternatives from March 2020 report. Alternative est cost = \$11,772,000	Project Planning	\$250,000.00	1,669	5.260	7,890	5,415	5.600	8,401	121	4.177	10,441	0	0.000	0.000	0	0.000	0.000	59,834	3.850	3.850	0.222	0.135	0.135	30.72	750
031000360	3	Peaks Branch Upper Basin Relief System (RL Area 13)	Drainage relief system for Peaks Branch watershed from Buckner Park north to M Streets, continuation of Middle Peaks Branch Phases I & II	Project Planning	\$12,219,000.00	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.000	0.00	2971
031000361	3	North Delaware Creek Phases 2 & 3	Study to devise channel modifications at Henry Dr North Delaware Creek from upstream at Finley Creek Phase 2 & 3S downstream at Henry Dr	Project Planning	\$3,397,000.00	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	1	1.035	2,070	0	0.000	0.000	0.088	0.071	0.071	0.000	0.000	0.000	2.14	2798
031000362	3	Willow Creek W/shire Blvd (SH 174)	Study to devise channel modifications of Willow Creek to prevent flooding downstream of the W/shire Blvd crossing	Project Planning	\$289,000.00	1	0.571	0.857	1	0.531	0.797	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	0.668	0.504	0.504	13,533	2,024	2,024	4.18	2698
031000363	3	Western Heights Drainage	Study to determine mitigation options in order to implement Western Heights Drainage Improvements from report dated Sept 2019	Project Planning	\$250,000.00	14	2.161	3,242	106	3.229	4,844	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	0.807	0.594	0.594	0.000	0.000	0.000	8.68	2432
031000364	3	Terrill BCL	Study to alleviate flooding by implementing culverts and channel improvements throughout watershed area including West End Drive, UPRR crossing, the nearby park and cemetery, and US 80	Project Planning	\$6,640,000.00	2	0.936	1,404	4	1.263	1,894	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	0.182	0.146	0.146	8,603	1,748	1,748	5.19	2633
031000365	3	DMP Phase 2: Stream TC2	Evaluation of culvert and channel modifications to alleviate flooding in the study area. Area expanded to include Dunlap St storm sewer, Henry St culvert, and railroad crossing to Rock Spring Branch.	Project Planning	\$815,000.00	12	2.061	3,092	20	2.224	3,336	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	0.922	0.664	0.664	0.000	0.000	0.000	7.09	2534
031000366	3	Channel Village Creek CR 802 (east)	Evaluation of possible culvert and channel improvements beneath Loop 12 to alleviate flooding along stream TC2	Project Planning	\$2,585,000.00	21	2.423	3,635	56	3.169	4,754	0	0.000	0.000	5	2.715	5,430	0	0.000	0.000	0.621	0.472	0.472	0.136	0.083	0.083	14.37	2027
031000367	3	Improvements	Evaluation of possible culvert improvements to prevent overtopping of CA 802 at Village Creek crossings	Project Planning	\$569,000.00	1	0.571	0.857	1	0.531	0.797	0	0.000	0.000	1	1.035	2,070	0	0.000	0.000	0.061	0.049	0.049	4,810	1,395	1,395	5.17	2635
031000368	3	Drainage Improvements for Stream 2C5, Keen Creek, From North Barnes Drive to North Yale Drive	Study to determine mitigation options needed to implement Drainage Improvements from Stream 2C5 (Keen Creek)	Project Planning	\$250,000.00	1	0.571	0.857	2	0.870	1,305	0	0.000	0.000	1	1.035	2,070	0	0.000	0.000	0.585	0.447	0.447	0.000	0.000	0.000	4.68	2666

FME ID	Region Number	FME Name	FME Description	FME Type	Estimated Cost (\$)	Structures at risk Raw	Structures at risk, Arcsinh (0-10)	Arcsinh (Weighted) Structures at risk	Pop at Risk Raw	Pop at Risk, Arcsinh (0-10)	Arcsinh (Weighted) Pop at Risk	Critical Facilities Raw	Critical Facilities, Arcsinh (0-10)	Arcsinh (Weighted) Critical Facilities	LWC Raw	LWC, Arcsinh (0-10)	Arcsinh (Weighted) LWC	Road Closures Raw	Road Closures, Arcsinh (0-10)	Arcsinh (Weighted) Road Closures	Road Miles Raw	Road Miles, Arcsinh (0-10)	Arcsinh (Weighted) Road Miles	Ag Land Raw	Ag land, Arcsinh (0-10)	Arcsinh (Weighted) Ag Land	Total Score (with Arcsinh normalization)	Rank (with Arcsinh normalization)
			This project provides for paving improvements including storm inlet improvements in the Gelhorn Area. Cost is to perform the BCA and additional analysis to promote this FME to a FMP.	Project Planning	\$30,000.00	36	2.773	4.159	8,578	5.878	8.817	0	0.000	0.000	2	1.695	3.390	2	1.458	0.729	6.809	2.105	2.105	0.665	0.383	0.383	19.58	1589
061000482	6	Gelhorn	This study will analyze the local drainage systems in the Shady Acres area to divert stormwater flow from Turkey Gulch to White Oak Bayou. Cost is to perform the BCA and additional analysis to promote this FME to a FMP.	Project Planning	\$30,000.00	544	4.533	6.799	983	4.572	6.858	1	0.671	1.677	0	0.000	0.000	0	0.000	0.000	3.610	1.606	1.606	0.000	0.000	0.000	16.94	1830
061000483	6	Turkey Gulch	This project provides for the right-of-way acquisition, design and construction of detention basins in the Sharptown Area. Cost is to perform the BCA and additional analysis to promote this FME to a FMP.	Project Planning	\$30,000.00	2,373	5.488	8.232	20,445	6.401	9.602	65	3.704	9.259	0	0.000	0.000	0	0.000	0.000	31.170	3.325	3.325	0.010	0.006	0.006	30.42	758
061000484	6	D-133 Sharptown	Perform engineering services to develop and advance a flood risk reduction project in the Newcastle area, servicing the east central part of the City of Belleaire.	Project Planning	\$1,000,000.00	5,877	6.076	9.114	25,741	6.540	9.810	69	3.749	9.373	0	0.000	0.000	0	0.000	0.000	70.914	3.986	3.986	0.152	0.093	0.093	32.38	679
061000485	6	City of Belleaire Newcastle/Kilmarnock Area Drainage Improvements	Perform engineering services to develop and advance a flood risk reduction project in the Newcastle area, servicing the east central part of the City of Belleaire.	Project Planning	\$1,000,000.00	5,877	6.076	9.114	25,741	6.540	9.810	69	3.749	9.373	0	0.000	0.000	0	0.000	0.000	70.914	3.986	3.986	0.152	0.093	0.093	32.38	679
061000486	6	City of Belleaire Loop 610 Area Drainage Improvements	Perform engineering services to develop and advance a flood risk reduction project in the Newcastle area, servicing the east central part of the City of Belleaire.	Project Planning	\$1,000,000.00	5,877	6.076	9.114	25,741	6.540	9.810	69	3.749	9.373	0	0.000	0.000	0	0.000	0.000	70.914	3.986	3.986	0.152	0.093	0.093	32.38	679
061000487	6	City of Belleaire South Rice Area Drainage Improvements	Perform preliminary engineering services to develop and advance a flood risk reduction project in the South Rice area, servicing the west central part of the City of Belleaire.	Project Planning	\$1,000,000.00	5,877	6.076	9.114	25,741	6.540	9.810	69	3.749	9.373	0	0.000	0.000	0	0.000	0.000	70.914	3.986	3.986	0.152	0.093	0.093	32.38	679
061000488	6	City of Belleaire Chimney Rock Area Drainage Improvements	Perform preliminary engineering services to develop and advance a flood risk reduction project in the Chimney Rock area, servicing the western part of the City of Belleaire.	Project Planning	\$1,000,000.00	5,877	6.076	9.114	25,741	6.540	9.810	69	3.749	9.373	0	0.000	0.000	0	0.000	0.000	70.914	3.986	3.986	0.152	0.093	0.093	32.38	679
061000489	6	City of Huntsville - Flint Lake Watershed	Analysis of alternatives to determine mitigation of existing flood problems.	Watershed Planning	\$300,000.00	69	3.194	4.792	141	3.401	5.102	0	0.000	0.000	1	1.035	2.070	1	0.890	0.445	2.104	1.198	1.198	2.809	1.077	1.077	14.68	2014
061000490	6	City of Huntsville - Spring Lake Watershed	Analysis of alternatives to determine mitigation of existing flood problems.	Watershed Planning	\$300,000.00	38	2.808	4.212	69	2.970	4.456	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	0.519	0.400	0.400	0.000	0.000	0.000	9.07	2405
061000491	6	Montgomery County MUDs 83.84 - Storm Water Reduction Study (March 2021) including performing a benefit cost analysis.	Further define Alternative 4 and 6B recommended in the Oakhurst Drainage System & Bentwood Diversion Channel Flood Reduction Study (March 2021) including performing a benefit cost analysis.	Project Planning	\$100,000.00	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	0.850	0.620	0.620	0.000	0.000	0.000	0.62	2889
061000494	6	Montgomery County MUDs 83.84 - Storm Sewer Improvements	Further define storm sewer improvements recommended in the Oakhurst Drainage System & Bentwood Diversion Channel Flood Reduction Study (March 2021), evaluate and identify potential inlet improvements.	Project Planning	\$650,000.00	36	2.773	4.159	20	2.724	3.336	0	0.000	0.000	0	0.000	0.000	0	0.000	0.000	1.166	0.800	0.800	3.302	1.172	1.172	9.47	2382
061000495	6	Feasibility Study - Convert Enderli Reservoir into a Detention Pond	Study to create detention pond & Ditch system for Buddy Grass and RR Ditches.	Project Planning	\$5,000,000.00	763	4.752	7.118	2,677	5.716	7.764	22	2.880	7.200	0	0.000	0.000	0	0.000	0.000	20.841	3.002	3.002	1,344,449	4.845	4.845	29.94	810
061000496	6	Detention Pond	Request to study converting Enderli Reservoir into a detention pond	Project Planning	\$4,000,000.00	769	4.757	7.136	2,690	5.179	7.768	22	2.880	7.200	0	0.000	0.000	0	0.000	0.000	20.831	3.001	3.001	1,344,547	4.845	4.845	29.95	809
061000497	6	Preliminary Engineering Design of Detention Pond at Intersection of HWY90 & Railroad near Cedar Bayou	Study to create detention pond & Ditch system for Buddy Grass and RR Ditches	Project Planning	\$3,000,000.00	553	4.544	6.815	675	4.345	6.518	1	0.671	1.677	0	0.000	0.000	0	0.000	0.000	15.703	2.774	2.774	782,972	4.513	4.513	22.30	1389



CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: 2.a.

Agenda Item: Consider authorizing the City Manager to enter into an agreement with Freese and Nichols, Inc. for professional engineering services for the FY22-23, and FY23-24 CIP Condition and Capacity Assessment of the Water Masterplan and Wastewater Masterplan & Model Updates.

Initiating Department/Presenter: Engineering

Presenter:

Kathlie Jeng-Bullock, City Engineer

Recommended Motion: Move to authorize the City Manager to enter into an agreement with Freese and Nichols, Inc. for professional engineering services for the FY22-23, and FY23-24 CIP Condition and Capacity Assessment of the Water Masterplan and Wastewater Masterplan & Model Updates in the amount of \$479,939.00.

Strategic Initiative: Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion:

Discussion:

The City currently provides water and wastewater services to approximately 47,000 people, including Texas Department of Criminal Justice (TDCJ) units and Sam Houston State University (SHSU).

The goals of the Water and Wastewater Condition and Capacity Assessment Studies are to evaluate the existing water and wastewater systems and recommend water and wastewater phased Capital Improvement Plans. This project will update the existing City's 2016 Water and Wastewater Condition and Capacity Assessment Study which includes data collection, field verification, flow monitoring, hydraulic modeling, demand projection, system analysis, and provide recommendation of the Water and Wastewater Infrastructure CIP Projects with the Final Report.

The Request for Qualifications (RFQ) for the Water and Wastewater Condition and Capacity Assessment Study was published and seven (7) Bids (without dollars provided) were received and opened on January 3, 2024.

The Evaluation Committee consisted of five (5) staff members from three (3) departments. As a result of this process, the top ranked Engineering Company, Freese and Nichols, Inc. was selected. The Evaluation Committee agreed that an interview process is not necessary, and recommended awarding this project to Freese and Nichols, Inc (FNI).

After several negotiations (see 3 proposals attached), the total cost for this agreement is \$479,939.00.

Task	Description	Proposal Feb 2, 2024	Proposal Feb 4, 2024	Proposal Feb 5, 2024
A	Kickoff, Data Collection, Project Management	\$34,076	\$30,839	\$27,556
B	Population, Demand, Flow Projections	\$46,770	\$41,329	\$29,823
C	Water Model Update and Field Testing	\$54,126	\$53,018	\$51,596
D	Wastewater Flow Monitoring and I/I Analysis	\$98,373	\$97,482	\$96,181
E	Wastewater Model Update & Field Survey	\$60,865	\$59,964	\$39,382*
F	Water and Wastewater Model Calibration	\$56,479	\$55,313	\$52,601
G	W/WW Existing and Future System Analysis	\$86,932	\$71,509	\$67,586
H	Lift Station Risk Based Assessment and Consolidation Analysis	\$63,833	\$63,154	\$0*
I	Water and Wastewater CIP, Report and Presentation	\$131,337	\$125,435	\$115,214
	Total	\$632,791	\$598,043	\$479,939

Note *: on Proposal Feb 5, 2024, Task E – Field Survey was deleted, Task H – Lift Station Risk

Based Assessment was deleted.

The final Detail Tasks and the Scope & Fees are summarized in the attached "Revised FNI Proposal for W_WW Capacity Study-Exhibit 1-02-05-2024". The available CIP funding is \$486,855.00.

Previous Council Action: The City Council approved the FY 22-23 and FY 23-24 CIP Water Masterplan Model Update for \$250,000.00.

The City Council approved the FY 21-22 and FY 22-23 CIP Wastewater Masterplan Model Update for \$350,000.00.

Financial Implications: ☒Item is budgeted: In the amount of \$600,000

Approvals:

Kathlie Jeng-Bulloch

Leonard Schneider

Sam Masiel

Aron Kulhavy

Kristy Doll

Associated Information:

1. Revised FNI Proposal for W_WW Capacity Study - Exhibit 1 - 02-05-2024
2. FNI Draft Agreement

February 5, 2024

Dr. Kathlie S. Jeng-Bulloch, PE, D.WRE, CFM
City Engineer
Director of Engineering Department
City of Huntsville, Texas



RE: WATER AND WASTEWATER CAPACITY STUDY UPDATE; CITY OF HUNTSVILLE

Dear Dr. Jeng-Bulloch:

Freese and Nichols, Inc. (FNI) is pleased to submit the attached *revised* proposal, dated February 5, 2024, for a Water and Wastewater Capacity Study Update for the City of Huntsville. The updates from the previous version of the proposal from February 4th are listed below:

- Throughout **All Tasks**, FNI will utilize virtual project meetings instead of in-person meetings throughout all tasks, except for the in-person presentation to City Council as part of Task I.
- Within **Task A**, FNI will utilize calls and emails for stakeholder coordination instead of conducting in-person meetings. The identified stakeholders are TDCJ and SHSU.
- Within **Task B**, FNI will focus on large developments/developable areas to identify and quantify projected water demands and wastewater flows, as opposed to a more detailed parcel-level analysis for vacant/developable parcels.
- Within **Task E**, FNI will remove all manhole surveys.
- FNI will remove all of Previous Proposal Task H: Lift Station Risk Based Assessment and Consolidation Analysis.
- Within **Revised Proposal Task H**, FNI will remove water and wastewater model training for Huntsville staff.

The *revised* lump sum fee breakdown per task is summarized in **Table 1** below:

Basic Services			
Task	Task Description	Previous Proposal February 4, 2024	Revised Proposal February 5, 2024
		Lump Sum Fee	
A	Kickoff Meeting, Data Collection, and Project Management	\$30,839	\$27,556
B	Population, Demand, and Flow Projections	\$41,329	\$29,823
C	Water Model Update and Field Testing	\$53,018	\$51,596
D	Wastewater Flow Monitoring and I/I Analysis	\$97,482	\$96,181
E	Wastewater Model Update and Field Survey	\$59,964	\$39,382
F	Water and Wastewater Model Calibration	\$55,313	\$52,601
G	Water and Wastewater Existing and Future System Analyses	\$71,509	\$67,586
H	Lift Station Risk Based Assessment and Consolidation Analysis	\$63,154	\$0
H	Water and Wastewater CIP, Report, and Presentation	\$125,435	\$115,214
Total Lump Sum Fee		\$598,043	\$479,939

We appreciate this opportunity to assist the City of Huntsville. If additional information or clarification is desired, please do not hesitate to contact us at (832) 456-4732 or via e-mail at kendall.ryan@freese.com. If you are in agreement with the services described in Exhibit 1 and wish for us to proceed with this project, please return a final professional services agreement for execution.

We are looking forward to working with you on this important study.

Sincerely,

A handwritten signature in blue ink that reads 'Kendall J. Ryan'.

Kendall Ryan, PE
Associate/Project Manager
Freese and Nichols, Inc.

A handwritten signature in blue ink that reads 'Richard Weatherly'.

Richard Weatherly, PE
Vice President/Principal-In-Charge
Freese and Nichols, Inc.

EXHIBIT 1

CITY OF HUNTSVILLE WATER AND WASTEWATER CAPACITY STUDY UPDATE PROPOSAL FOR ENGINEERING SERVICES

PROJECT UNDERSTANDING

Freese and Nichols, Inc. (FNI) will conduct a Water and Wastewater Capacity Study Update (Project) for the City of Huntsville (City). This Project will update the City's 2016 *Water and Wastewater Condition and Capacity Assessment Study*, and includes field work/data collection, projections of water demands and wastewater flows, evaluation of the capacity of the City's water and wastewater systems, update and calibration of the City's existing hydraulic models, a wastewater lift station risk-based assessment, and development of water and wastewater infrastructure capital improvement plan (CIP) recommendations for 5-year, 10-year, and 25-year planning periods.

Modeling Software: The 2016 study developed the City's water distribution and wastewater collection hydraulic models in the Bentley WaterGEMS® and SewerGEMS® software. The proposed project will convert the City's water model to AquaTwin Water® by Aquanuity and the City's wastewater model to InfoWorks ICM® by Autodesk.

Water: The City's current water model is in the WaterGEMS® software by Bentley. This study will convert the City's model to the AquaTwin Water® modeling software database by Aquanuity. *This conversion includes building the distribution system network and water facilities based on the City's current water GIS database and facility inventory and in coordination with the City's engineering and public works staff.*

Wastewater: The City's current wastewater model is in the SewerGEMS® software by Bentley. This study will convert the City's model to the InfoWorks ICM® modeling software by Autodesk. *This conversion includes building the collection system network and lift stations based on the City's current wastewater GIS database and facility inventory and in coordination with the City's engineering and public works staff.*

Note: This proposal **does not** include the purchase of modeling software licenses or annual maintenance. The City would need to purchase software licenses and annual maintenance from Aquanuity for AquaTwin Water and from Autodesk for InfoWorks ICM in order for City staff to run the hydraulic models.

Major Components: The major components/deliverables of this Project are as follows:

- Pressure Testing – Pressure testing will be performed in the City's water distribution system to be utilized in model calibration.
- Temporary Flow Monitoring – Flow monitoring will be conducted for purposes of model calibration, I/I analysis, and existing wastewater flow distribution and characterization.
- Hydraulic Modeling – The City's water and wastewater hydraulic models will be converted to different software, with the networks and facilities built from the latest GIS and inventory information and field data collection and coordination with public works and engineering. The models will be utilized for system analyses and CIP project development.
- Population/Demand/Flow Projections – Population, demand, and flow projections will be developed for water and wastewater service areas for each planning period.
- System Analyses – Existing and future system analyses will be conducted to identify capacity-based infrastructure improvements needed in the City's water and wastewater systems.
- Capital Improvements Plan Update - An updated water and wastewater CIP will be developed for 5-year, 10-year, and 25-year planning periods, including planning-level costs for recommended projects.
- Master Plan Report – A report will be developed to document the study recommendations.

EXHIBIT 1

The project tasks are broken down in **Table 1**:

Table 1: Water and Wastewater Capacity Assessment Update Tasks

Task	Task Description
Basic Services	
A	Kickoff Meeting, Data Collection, and Project Management
B	Population, Demand, and Flow Projections
C	Water Model Update and Field Testing
D	Wastewater Flow Monitoring and I/I Analysis
E	Wastewater Model Update
F	Water and Wastewater Model Calibration
G	Water and Wastewater Existing and Future System Analyses
H	Water and Wastewater CIP, Report, and Presentation

BASIC SERVICES: Freese and Nichols, Inc. (FNI) may render the following professional services to the City of Huntsville (OWNER) in connection with the project, described as: Water and Wastewater Capacity Study Update.

TASK A: KICKOFF MEETING, DATA COLLECTION, AND PROJECT MANAGEMENT

A1. Project Kickoff Meeting

FNI will conduct a virtual project kickoff meeting with the City to review scope and schedule of the project and critical milestones. FNI will provide the City with a data request memorandum identifying data needs.

A2. Project Management and Communication

Throughout the project, monthly status reports will be submitted that summarize the progress and document upcoming tasks. The monthly status updates will outline any upcoming key decisions which require input from or discussion with the City.

A3. Data Collection and Review

FNI will coordinate with City staff on obtaining data required for the Project, including information on water and wastewater projects currently under design and construction, existing and future land use, population and development information, water and wastewater facility information and operational data, historical water production and wastewater effluent data, information on water meters and billing, cost data for recently constructed projects, etc.

A4. Stakeholder Coordination Meetings

FNI will coordinate with the City to email Sam Houston State University (SHSU) and the Texas Department of Criminal Justice (TDCJ) to collect data relevant to projected water demands and wastewater flow needs. All coordination with SHSU and TDCJ will be virtual via Teams calls or emails.

EXHIBIT 1

TASK B: POPULATION, WATER DEMAND, AND WASTEWATER FLOW PROJECTIONS

B1. Population Projections and Land Use Assumption Coordination

FNI will meet with the City to obtain the latest population and land use data. Projected growth rates, development locations and redevelopment areas will be identified. Future water and wastewater service areas for 5-year, 10-year and 25-year planning periods will be discussed.

This task will include up to two (2) virtual meetings.

B2. Update Land Use Assumptions and Population Projections

Population and land use assumptions will be updated for the water and wastewater service areas for the 5-year, 10-year, and 25-year planning periods utilizing the City's available land use and planning data. FNI will coordinate with the City and reference recent planning/modeling studies, PERs, and other documentation to inform the projections.

B3. Develop Water Demand and Wastewater Flow Projections

FNI will analyze historical water demands, wastewater flows, and field collected flow monitoring data (**Task D2**) and develop per-capita residential and non-residential planning criteria for future water demands and wastewater flows projections. Projected water demands and wastewater flows from the previous *Water and Wastewater Condition and Capacity Assessment Studies* will be updated for existing, 5-year, 10-year, and 25-year planning periods for both water and wastewater service areas.

- Water demand projections will include average day, maximum day, and peak hour demands
- Wastewater flow projections will include annual average day and peak wet weather flows.

FNI will assign/allocate the projected demands and flows in the updated water and wastewater hydraulic models, respectively.

B4. Virtual Progress Meeting: Review Population, Water Demand, and Wastewater Flow Projections

FNI will meet virtually with the City to review land use assumptions and projected population, water demands, and wastewater flows. City's comments will be solicited and addressed.

TASK C: WATER MODEL UPDATE AND FIELD TESTING

C1. Water Model Update

FNI will utilize the City's most recent GIS database, information from as-built drawings, and operations data to update the City's water distribution system model in the Aquanuity AquaTwin Water® software. The model will consist of all distribution system pipes, excluding water service lines to fire hydrants and buildings.

Note: The fees for City of Huntsville hydraulic model licenses and annual maintenance costs are not included in FNI's compensation for this project.

C2. Update Water Model Demand Allocation

FNI will utilize water meter billing, water production, and pumping data provided by the City to update the existing water demand allocation in the model throughout the water service area. FNI will spatially geocode water meter locations for active accounts in GIS so the demands can be allocated to the appropriate model

EXHIBIT 1

nodes.

C3. Obtain and Evaluate Recent SCADA Data

FNI will evaluate SCADA data for field testing period (**Task C5**) and two weeks of typical average day and peak summer usage, including flows and discharge pressures at pump stations and tank levels. SCADA data will be utilized for model development, development of diurnal curves and model calibration.

C4. Identify and Map Pressure Recorder Locations

FNI will meet with the City to identify up to twelve (12) locations for field pressure testing based on model calibration needs and areas of concern from City. Pressure recorder devices will be furnished by FNI.

C5. Field Pressure Testing

FNI will coordinate with City staff in performing pressure testing for a one-week period. FNI will prepare procedures for field testing showing proposed location of testing, required SCADA data during testing period, and assistance from utility. The City operations staff will be responsible for the installation and removal of the pressure recorders at the selected hydrant locations. The City will provide meter readings for any wholesale meters for a minimum of daily reading during the field testing period.

C6. Virtual Progress Meeting: Review Updated Water Model and Pressure Testing Data

FNI will have a virtual meeting with the City to discuss and review the update hydraulic model and water field data collection results. City's comments will be solicited and addressed.

TASK D: WASTEWATER FLOW MONITORING AND I/I ANALYSIS

D1. Flow Monitor Locations and Sewer Basin Delineation

FNI will select preliminary flow monitor sites, produce mapping, and review with City staff. FNI will conduct reconnaissance of the selected flow monitor locations to confirm suitability for flow monitoring. Items to be investigated include accessibility, hydraulic conditions, and debris depth. FNI will notify City staff of any sites that require cleaning prior to flow monitoring. Cleaning of wastewater lines/manholes will be the responsibility of the City. FNI will develop flow monitor basin boundaries and prepare detailed mapping and review with City staff.

D2. Temporary Flow Meter Installation, Calibration, and Data Collection

FNI team will install and calibrate fourteen (14) temporary velocity/depth type flow meters and three (3) rainfall gauges at the agreed upon locations. Temporary flow meters shall remain in place for a minimum of forty-five (45) days.

D3. Evaluate Wastewater Data and Characterize Inflow and Infiltration (I/I)

FNI will evaluate the wastewater system field testing data and prepare flow and depth hydrographs for each monitoring location. The flow data will be summarized showing average dry weather flow and peak wet weather flows at each flow monitor site. Rainfall events will also be summarized for total depth and duration.

EXHIBIT 1

Inflow and infiltration (I/I) will be calculated throughout the system, and figures will be prepared showing the I/I by flow monitor basin.

D4. Virtual Progress Meeting: Review Wastewater Flow Monitoring Data and I/I Analyses

FNI will conduct a virtual meeting with City staff to discuss the results of the flow monitoring and I/I analyses. City's comments will be solicited and addressed.

TASK E: WASTEWATER MODEL UPDATE

E1. Update Wastewater Lift Station Inventory

FNI will update the existing wastewater lift station system inventory with latest available information from the City.

E2. Wastewater Model Update

FNI will utilize the City's most recent GIS database, information from as-built drawings, and operations data to update the City's wastewater collection system model in the Autodesk InfoWorks ICM[®] software. The model will include all 10-inch and larger gravity lines and critical 8-inch gravity lines in the City's wastewater collection system. Geocoded water billing data will be utilized to spatially allocate wastewater flows in the model.

Note: The fees for City of Huntsville hydraulic model licenses and annual maintenance costs are not included in FNI's compensation for this project.

E3. Virtual Progress Meeting: Review Updated Wastewater Model

FNI will conduct a virtual meeting with City staff to discuss the updated wastewater model. City's comments will be solicited and addressed.

TASK F: WATER AND WASTEWATER MODEL CALIBRATION

F1. Conduct EPS Water Model Calibration

FNI will conduct a 24-hour extended period simulation water model calibration by adjusting C-factors, peaking factors, diurnal curves, and demand distribution until modeling results match the field pressure measurements and pump/tank operation. FNI will provide comparison graphs and mapping to document model calibration results.

F2. Wastewater Dry and Wet Weather Calibration

FNI will perform dry and wet weather wastewater model calibration by comparing the model output with observed flow monitoring and other available operational data. Comparison graphs and mapping will be provided to document model calibration results.

F3. Virtual Progress Meeting: Review Water and Wastewater Model Calibration Results

FNI will prepare graphics showing comparison of water pressure testing results and operations data vs. model

EXHIBIT 1

output for water model calibration and wastewater flow monitoring results vs. model results for wastewater model calibration and meet with the City for review. City's comments will be solicited and addressed.

TASK G: WATER AND WASTEWATER EXISTING AND FUTURE SYSTEM ANALYSES

G1. Conduct Existing and Future Water System Modeling and Analyses

FNI will conduct existing and future water system analyses for the existing, 5-year, 10-year, and 25-year planning periods utilizing the established planning criteria. FNI will conduct the following hydraulic modeling analyses for each planning period:

Minimum Pressures: Minimum modeled pressures under existing and future maximum day conditions will be documented through color-coded mapping.

Fire Flows: FNI will utilize the water system model to conduct fire flow analysis under existing maximum day demands to identify areas with less than adequate fire flow capacity while maintaining a minimum system pressure of 20 psi. Fire flow analysis will be documented using mapping of available fire flows. The City will provide fire flow requirements for customers with required fire flows greater than 2,000 gpm.

Water Age: FNI will develop an existing system average day extended period simulation model run to evaluate water age. Water age modeling will be performed for up to two (2) operational scenarios under existing average day conditions. Large scale color mapping of water age will be developed. FNI will overlay water age modeling results with water quality data to identify any trends.

TCEQ Capacity Requirement Compliance: FNI will evaluate the system for compliance with the TCEQ Chapter 290 water system capacity requirements. FNI will analyze groundwater well production capacity, service pumping capacity, elevated storage capacity, and total storage capacity to determine if any deficiencies exist.

G2. Conduct Existing and Future Wastewater System Modeling and Analyses

TCEQ Capacity Evaluation: FNI will conduct an evaluation of the wastewater treatment plant capacities and current and projected wastewater flows to identify any capacity deficiencies and required future improvements for compliance with the TCEQ Chapter 305 75/90 rule.

Design Storm Selection: FNI will develop design storm alternatives and meet with the City to review and select a storm for modeling analysis.

Existing System Analyses: The calibrated model will be run to identify existing system deficiencies, surcharging, and other capacity/restriction issues. Mapping will be prepared showing the location and magnitude of all modeled surcharging and overflows.

Future System Analyses: FNI will develop scenarios for the 5-year, 10-year, and 20-year planning periods. Projected residential and non-residential wastewater flows will be distributed in the hydraulic model. Each scenario will be evaluated under peak wet weather conditions to determine the system response and necessary peak flow conveyance.

G3. Virtual Progress Meeting: Review Water and Wastewater Existing System Analyses

FNI will meet virtually with City staff to discuss the water and wastewater existing system analysis results. City's comments will be solicited and addressed.

EXHIBIT 1

G4. Virtual Progress Meeting: Review Water and Wastewater Future System Analyses

FNI will meet virtually with City staff to discuss the water and wastewater future system analysis results. City's comments will be solicited and addressed.

TASK H: WATER AND WASTEWATER CIP, REPORT, AND PRESENTATION

H1. Develop Updated Water Capacity CIP

FNI will utilize the results of the existing and future water modeling and analyses to update previously recommended capacity improvements in the water distribution system network, elevated and ground storage, and pumping facilities to serve existing and future needs based on updated demand projections. Additionally, FNI will utilize model results to develop improvement recommendations to serve areas that are currently not developed.

FNI will update the water CIP consisting of project descriptions, prioritization, justification, phasing, and planning level costs for each proposed project in current fiscal year dollars including engineering and contingencies. FNI will update mapping showing recommended improvements for the 5-year, 10-year, and 25-year planning periods as well as improvements needed to correct existing system deficiencies.

H2. Develop Updated Wastewater Capacity CIP

FNI will utilize the results of the existing and future modeling and analyses to update previously recommended capacity improvements in the collection system to eliminate excessive modeled surcharging and overflows in the collection system resulting from existing I/I or capacity deficiencies and wastewater flow from updated projected future development. Additionally, FNI will utilize model results to develop improvements to serve areas that are currently not developed. Prioritized sanitary sewer evaluation survey (SSES) recommendations will be developed at a flow monitoring basin level based on the results of the flow monitoring I/I analyses.

FNI will update the wastewater CIP consisting of project descriptions, prioritization, justification, phasing, and planning level costs for each proposed project in current fiscal year dollars including engineering and contingencies. FNI will produce updated mapping showing recommended improvements for the 5-year, 10-year, and 25-year planning periods as well as improvements needed to correct existing system deficiencies.

H3. Virtual Progress Meeting: Review Water and Wastewater System CIPs

FNI will meet with City Staff to discuss water and wastewater CIP update. City's comments will be solicited and addressed.

H4. Prepare Draft Water and Wastewater Capacity Study Update Report

FNI will prepare the Draft Water and Wastewater Capacity Study Update Report and submit an electronic PDF version of the report to City for review.

EXHIBIT 1

H5. Virtual Progress Meeting: Review Draft Water and Wastewater Capacity Study Update Report

FNI will meet virtually with City staff to discuss the Draft report. FNI will revise the draft report according to comments and recommendations from City.

H6. City Council Presentation

FNI will prepare and conduct one (1) presentation on the findings and recommendations from the Water and Wastewater Capacity Study Update and present to the City Council.

H7. Finalize Water and Wastewater Capacity Study Update Report

FNI will address City Comments and submit an electronic PDF Copy and three (3) hard copies of the Final Water and Wastewater Capacity Study Update Report.

Summary of Meetings

- Project Kickoff Meeting
- Stakeholder Coordination Meetings
 - Up to two (2) meetings with Sam Houston State University and Texas Department of Criminal Justice
- Up to nine (9) coordination and progress meetings with City staff with topics including:
 - Review Population, Water Demand, and Wastewater Flow Projections
 - Review Updated Water Model and Pressure Testing Data
 - Review Wastewater Flow Monitoring Data and I/I Analyses
 - Review Updated Wastewater Model
 - Review Water and Wastewater Model Calibration Results
 - Review Water and Wastewater Existing System Analyses
 - Review Water and Wastewater Future System Analyses
 - Review Water and Wastewater System CIPs
 - Review Draft Water and Wastewater Capacity Study Update Report
- Additional Meetings:
 - Up to two (2) meetings with City staff to discuss population and flow projections.

Summary of Presentations

- One (1) Presentation to the City Council on the Water and Wastewater Capacity Study Update

List of Deliverables

- Draft Water and Wastewater Capacity Study Update Report
- Final Water and Wastewater Capacity Study Update Report

EXHIBIT 1

Summary of Fee for Engineering Services

FNI proposes to perform the basic services outlined in the above sections for a total **lump sum project fee of \$479,939**, as shown in **Table 2**.

Table 2: Summary of Fee for Engineering Services

Basic Services		
Task	Task Description	Lump Sum Fee
A	Kickoff Meeting, Data Collection, and Project Management	\$27,556
B	Population, Demand, and Flow Projections	\$29,823
C	Water Model Update and Field Testing	\$51,596
D	Wastewater Flow Monitoring and I/I Analysis	\$96,181
E	Wastewater Model Update	\$39,382
F	Water and Wastewater Model Calibration	\$52,601
G	Water and Wastewater Existing and Future System Analyses	\$67,586
H	Water and Wastewater CIP, Report, and Presentation	\$115,214
Total		\$479,939

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of a professional services agreement and agrees to complete the basic services as follows:

- Draft Water and Wastewater Capacity Study Update Report – 365 days after NTP
- Final Water and Wastewater Capacity Study Update Report – 15 days after receiving City Comments

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement.

ADDITIONAL SERVICES:

Any services performed by FNI that are not included in the Basic Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by City, which are not included in the above described basic services, are described as follows:

- In person project meetings
- Lift station risk based assessments and development of rehab recommendations
- Condition assessment of water plants/facilities and wastewater treatment plants
- Field survey of any water/wastewater assets
- Purchase of AquaTwin Water and InfoWorks ICM hydraulic model licenses
- Purchase of AquaTwin Water and InfoWorks ICM annual maintenance
- Extension of flow monitoring and rainfall data collection services beyond forty-five (45) days
- Additional presentation(s) to City Council
- Water and wastewater capacity assessments for individual, proposed developments
- Water and wastewater model training for City staff
- Development of technical memoranda documenting components or tasks within the Water and Wastewater Capacity and Condition Study Update (Project)

AGREEMENT BETWEEN CITY AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into by and between CITY OF HUNTSVILLE, hereinafter called the OWNER, and FREESE AND NICHOLS, FORT WORTH, TEXAS hereinafter called ENGINEER, WITNESSETH that whereas the OWNER intends to construct WATER AND WASTEWATER CAPACITY STUDY UPDATE #24-10-11 hereinafter called the PROJECT. The effective date of this agreement is _____.

NOW, THEREFORE, the OWNER and ENGINEER for the considerations hereinafter set forth, agree as follows:

SECTION 1- RESPONSIBILITY OF THE ENGINEER

The ENGINEER shall serve as the OWNER's professional representative in the study phase of the PROJECT as outlined in Proposal dated February 5, 2024 from FREESE AND NICHOLS (the proposal is hereinafter referred to as Exhibit 1), and shall give consultation and advice to the OWNER during the performance of its services. In the event of conflict between any provisions in this Agreement and any provisions in Exhibit 1, the provisions in this Agreement will control.

The ENGINEER shall perform services necessary under this AGREEMENT in a competent and professional manner with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license, as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

The OWNER's approval of drawings, design, specifications, reports incidental engineering services or materials furnished hereunder shall not in any way relieve the ENGINEER of liability for the technical adequacy of its services nor shall the OWNER's approval or acceptance of the ENGINEER's services be construed as a waiver of any rights under this AGREEMENT.

The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages to the OWNER to the extent caused by the ENGINEER's negligent performance of any of the services furnished under this AGREEMENT, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or any third party. The ENGINEER shall not be responsible for any time delays in the PROJECT caused by circumstances beyond its control.

SECTION 2- CHARACTER AND EXTENT OF BASIC SERVICES

2.1. General:

The ENGINEER shall serve as the OWNER's professional representative in the planning, design, bidding and construction phases (including observation of construction) of the PROJECT as outlined in Exhibit 1, and shall give consultation and advice to the OWNER during the performance of its services.

The OWNER and ENGINEER acknowledge and anticipate that the timing and development of any AUTHORIZED SERVICES may depend on the availability of financing and the needs of the OWNER; therefore, the ENGINEER shall not proceed with any phase of engineering services without specific written authorization by the OWNER.

2.1.1 Copyright or Patent Infringement: The ENGINEER shall indemnify and hold harmless OWNER from actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings or specifications supplied by it, and he shall hold harmless the OWNER from loss or damage resulting therefrom, providing however, that the OWNER within five (5) days after receipt of any notice of infringement or of summons in any action therefor shall have forwarded the same to the ENGINEER in writing.

2.1.2 Insurance: The ENGINEER shall secure and maintain such insurance as will protect it from claims under the Workmen's Compensation Acts and from claims for bodily injury, death, or property damage which may arise from the performance of its services under this Agreement and shall provide a certificate of said insurance to the OWNER to attach to this Agreement. The ENGINEER shall furnish proof of Professional Liability Coverage for the ENGINEER for this PROJECT in the amount of One Million Dollars to the OWNER within 15 days after this Agreement is executed and shall continue to maintain said insurance for this PROJECT. ENGINEER agrees to maintain both types of insurance during the duration of the PROJECT.

2.2 Planning, Designing, Bidding Support and Construction Support.

Refer to Exhibit 1.

SECTION 3- ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the OWNER, the ENGINEER shall provide Additional Services that are not already a part of Exhibit 1 and these will be paid by the OWNER a fee negotiated between the OWNER and the ENGINEER. It is agreed that if any of the additional services listed in this Section 3 are a part of Exhibit 1, then Exhibit 1 controls. Any additional services authorized (including services in addition to the ones listed below) will be in writing and signed by both Parties and attached to this Agreement:

3.1 Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the PROJECT; preparation or review of environmental assessments and impact statements; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the PROJECT.

3.2 Services to perform geotechnical investigations, materials testing, engineering surveys or topographic surveys for design, to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the OWNER.

3.3 Services resulting from significant changes in general scope of the PROJECT or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are due to causes beyond the ENGINEER's control.

3.4 Providing renderings or models for the OWNER's use.

3.5 Preparing documents for alternate bids requested by OWNER for work which is not executed or documents for out of sequence work.

3.6 Investigations involving detailed consideration of operations, maintenance and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with construction performed by the OWNER.

3.7 Furnishing the services of special consultants for other than the normal civil, structural, mechanical and electrical engineering and normal architectural design incidental thereto, such as consultants for communications, acoustics, and landscaping.

3.8 Services in connection with change orders to reflect changes requested by OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered, and services resulting from significant delays, changes or price increases occurring as a direct or indirect result of material, equipment or energy shortages.

3.9 Services during out-of-town travel required of the ENGINEER other than visits to the PROJECT site or to regulatory agency offices having jurisdiction over the PROJECT.

3.10 Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work of any Contractor, (3) prolongation of the contract time of any prime contract by more than sixty (60) days, (4) acceleration of the work schedule involving services beyond normal working hours, and (5) default by any Contractor.

3.11 Construction staking for the PROJECT.

3.12 Land surveys and office computations required to develop plats and metes and bounds descriptions for easement or property acquisition.

3.13 Preparation of operating and maintenance manuals.

3.14 Services after completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantees called for in any contract for the PROJECT.

3.15 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, public

hearing or other legal or administrative proceeding involving the PROJECT.

3.16 Additional services in connection with the PROJECT, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

3.17 If requested by the OWNER or recommended by the ENGINEER and agreed to in writing by the OWNER, a Resident Project Representative and assistants will be furnished and will act as directed by the ENGINEER in order to provide more extensive representation at the PROJECT site during the Construction Phase.

3.18 Through more extensive on site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative (if furnished) and assistants, the ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the work, but the furnishing of such Resident Project Representation will not make the ENGINEER responsible for construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or for Contractor(s)' failure to perform the construction work in accordance with the Contract Documents.

3.19 Reimbursable Services of the ENGINEER:

Reimbursable services shall include the following items when authorized in writing by the OWNER: transportation and subsistence of principals and employees on special trips to the PROJECT or to other locations; long distance telephone and telegraph calls as required to expedite the work of the Contractor; reproduction of drawings and specifications.

SECTION 4- THE OWNER'S RESPONSIBILITIES

4.1. THE OWNER AGREES to provide the ENGINEER with complete information concerning the requirements of the PROJECT and to perform the following services:

4.2 Access to the Work: The OWNER shall guarantee access to and make all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform such work as surveys and inspections in the development of the PROJECT.

4.3 Consideration of the ENGINEER's Services: The OWNER, or an agent appointed by OWNER, shall give thorough considerations to all reports, sketches, estimates, drawings, specifications, proposals, and other documents presented by the ENGINEER, and shall inform the ENGINEER of all decisions within a reasonable time so as not to delay the work of the ENGINEER.

4.4 Legal Requirements: The OWNER shall serve all required public and private notices, receive and act upon all protests and fulfill requirements necessary in the development of the PROJECT.

4.5 Proposals: The OWNER shall advertise for Proposals from Bidders, open the Proposals at the appointed time and place and pay all costs incidental thereto.

4.6 Protection of Markers: The OWNER shall protect to the best of its ability, all stakes and other markers set by the ENGINEER prior to the assumption of such responsibility by the Contractor. Replacement of markers or stakes which have been damaged, moved or removed shall be paid for by the OWNER as extra services of the ENGINEER.

4.7 Standards: The OWNER shall furnish the ENGINEER with a copy of any design and construction standards it shall require the ENGINEER to follow in the preparation of Contract Documents for the PROJECT.

4. OWNER's Representative: The OWNER shall designate in writing, by appendix to this Agreement, a single person to act as the OWNER's Representative with respect to the services to be performed under this Agreement. The person designated as OWNER's Representative shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policy and decisions, with respect to the materials, equipment, elements and systems pertinent to the services covered by this Agreement. The OWNER may also appoint, and will notify the ENGINEER of such appointment, a 3rd party to act as the OWNER's agent for consideration of the ENGINEER's services set forth in paragraph 4.3 above.

SECTION 5 - THE OWNER'S PAYMENTS TO THE ENGINEER:

5.1 Definitions of Construction Cost of the PROJECT, as herein referred to, means the total cost of all work designed or specified by the ENGINEER but does not include any payments to the ENGINEER or other consultants.

5.2 Abandoned or Suspended Services: If any services performed by the ENGINEER is abandoned or suspended in whole or in part, the ENGINEER shall be paid for services performed on account of it prior to receipt of written notice from the OWNER of such abandonment or suspension.

5.3 The OWNER will make prompt payments in response to the ENGINEER's detailed statements for all categories of completed services rendered under this AGREEMENT, or as provided in an agreed upon schedule which shall be attached to this AGREEMENT. However, the OWNER, in no circumstance, shall be required to make more than one payment a month. It is understood and agreed that the OWNER is not liable for payment of any fees for Basic Services described in this AGREEMENT until funds are available from bond sales or other lawful source of funds. Non-payment within 60 days of receipt of invoice may, at ENGINEER option, result in the suspension of services upon 5 days notice to OWNER. ENGINEER will resume services upon payment in full of all outstanding undisputed invoices with no liability for such a suspension to OWNER.

5.4. Payments for Additional Services of the ENGINEER: The ENGINEER shall be reimbursed according attached Schedule of Charges for the additional services outlined under Section 3. Payments to the ENGINEER for additional services stipulated in Section 3 will be made monthly by the OWNER, upon presentation of monthly detailed statements by the ENGINEER.

SECTION 6 - THE OWNER AND ENGINEER FURTHER AGREE to the following conditions:

6.1 Termination: This Agreement may be terminated by either party by fourteen (14) days written notice in the event of substantial failure to perform in accordance with the terms hereof by the one party through no fault of the party. If terminated due to the fault of others than the ENGINEER, the ENGINEER shall be paid for services performed to the date of termination, including reimbursements then due. As soon as practicable after receipt of notice of termination, the ENGINEER shall submit a statement, showing in detail the services performed under this AGREEMENT, to the date of termination. The OWNER shall then pay the ENGINEER promptly that proportion of the prescribed charges which the services actually performed under this AGREEMENT bear to total services called for under this AGREEMENT, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and specifications prepared under this AGREEMENT shall be delivered to the OWNER when and if the AGREEMENT is terminated, but subject to the restrictions, as to their use, as set forth in Section 6.3. The Parties agree that neither shall be liable for any consequential damages, including but not limited to loss profits, lost revenue, loss of use or opportunity, loss of goodwill, special damages, indirect, punitive or exemplary damages, or future loss profits if this Agreement is terminated for cause or without cause.

6.2 Disputes: Should a dispute arise during the course of this PROJECT, both parties hereby agree to attempt in good faith to resolve the dispute through mediation prior to seeking relief from any court or through any other legal proceeding.

6.3 Ownership of Documents: Upon execution of this Agreement, the ENGINEER grants to the OWNER a nonexclusive license to reproduce the ENGINEER's completed tracings and master specifications sheets solely for purposes of constructing, using, maintaining, renovating and/or adding onto the PROJECT, provided that the OWNER shall comply with all obligations under this Agreement. The ENGINEER shall obtain similar nonexclusive licenses from the ENGINEER's consultants consistent with this Agreement. Upon termination the foregoing license shall be deemed terminated and replaced by a second, nonexclusive license permitting the OWNER to authorize other similarly credentialed design professionals to reproduce and, where permitted by law, to make changes, corrections or additions to the Instruments of Service solely for purposes of completing, using and maintaining the PROJECT. Any re-use of the Instruments of service for purposes other than related to this Agreement, by OWNER or those authorized by OWNER, shall be at their sole risk and without liability to ENGINEER. Any modification of the Instruments of Service will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans.

6.4 Except for the licenses granted in Subparagraph 6.3 above, no other license or right shall be deemed granted or implied under this Agreement. The OWNER shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the ENGINEER.

6.5. Successors and Assigns: This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the OWNER and the ENGINEER respectively and its partners, successors, assigns and legal representatives. Neither the OWNER nor the ENGINEER shall have the right to assign, transfer or sublet its interest or obligations hereunder without written consent of the other party. This Agreement and attachments supersedes any previous contracts or oral agreements between the parties and constitutes the entire agreement between the parties.

6.6 Severability. Provisions of this AGREEMENT are severable and if any provision or part of this AGREEMENT or the application thereof to any person or circumstance should ever be held in any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of the AGREEMENT and the application of such provisions or part of this AGREEMENT to other persons or circumstances shall not be effected thereby.

6.7. Jurisdiction and Venue. The laws of the State of Texas apply to this Agreement. Venue of any civil action will be in the County where the PROJECT is located.

6.8 Indemnity. The OWNER, to the fullest extent permitted by law, will require any Contractor or Subcontractor performing work in connection with Drawings and Specifications produced under this Agreement to hold harmless, indemnify and defend, the OWNER and the ENGINEER, their consultants and each of their officers, agents and employees from liability claims, losses or damage arising out of or alleged to arise from the Contractor's (or Subcontractor's) negligence in the performance of the work described in the Construction Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the ENGINEER, their consultants or their officers, agents, and employees.

6.9 Written Notice.

Where written notice is mentioned in the AGREEMENT, it shall be sent by certified mail return receipt requested, or by personal delivery, or by facsimile, to the attention of and to the following addresses:

OWNER Kathlie S. Jeng-Bulloch, P.E., BC.WRE, CFM City Engineer Director of Engineering Department City of Huntsville 448 State Highway 75 North Huntsville, TX 77320 kjengbulloch@huntsvilletx.gov	ENGINEER Richard Weatherly Principal in Charge Freese and Nichols, Inc. 11200 Broadway Street Suite 2320 Pearland, Texas 77584 RAW@freese.com
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6.10 Staffing. ENGINEER acknowledges that continuity of staffing is important to the OWNER for the duration of the PROJECT. Accordingly, ENGINEER agrees to assign the following key staff to the PROJECT. No substitution will be made to the assigned key staff without the written consent of the OWNER, provided the identified staff members remain employed by the ENGINEER:

PROJECT ROLE: Richard Weatherly – Principal in Charge
PROJECT ROLE: Kendall Ryan – Project Manager

6.11 Design Delays. OWNER and ENGINEER agree that time is of the essence in ENGINEER's work related to the PROJECT, it being acknowledged that ENGINEER shall be provided reasonable time to employ safe and sound engineering practices and the services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Accordingly, ENGINEER shall have deducted from any amounts owed a sum of \$0 per calendar day beyond completion dates for the respective design phases of various PROJECT elements established in the agreed upon schedule attached to this AGREEMENT, as may be amended in writing between both parties.

6.12 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, with such counterparts together constituting one and the same instrument. Alternatively, the Parties acknowledge and agree that this Agreement may be, for convenience, executed in duplicate originals, each of which is intended to be and is as valid as its counterpart original.

6.13 Statutory Terms Applicable to State Political Subdivisions. As required by Chapter 2270, Government Code, ENGINEER hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

6.14 Open Records Contracting Information. If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Purchaser agrees that this Agreement may be terminated if Purchaser knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Purchaser agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372(a)(3)(B), Government Code.

(ii) Prohibition on Contracts with Certain Companies. Purchaser and the person or persons executing this Agreement on behalf of Purchaser, or representing themselves as executing this Agreement on behalf of Purchaser (collectively, the “Signing Entities”), hereby acknowledge that (a) the Signing Entities do not engage in business with Iran, Sudan or any foreign terrorist organization and (b) the Signing Entities are not named on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer’s internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>

<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>

<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>

(iii) If this Agreement is executed on or after January 1, 2020, and the Agreement is a contract within the scope of Section 552.371, Government Code, then the following shall apply: (a) the requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and Purchaser agrees that this Agreement may be terminated if Purchaser knowingly or intentionally fails to comply with a requirement of that subchapter and (b) without limiting the foregoing, Purchaser agrees to comply with the requirements of Section 552.372, Government Code, including Section 552.372 (a) (3) (B), Government Code.

(iv) Companies that Boycott Certain Energy Companies or Discriminate Against the Firearms or Ammunitions Industries. The Developer agrees and represents that the total value of this Agreement shall not exceed the dollar limitation set for in Section 2274.002 (a) (2) of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session) and Section 2274.002 (a) (2) of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session).

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written:

OWNER:
CITY OF HUNTSVILLE

ENGINEER:
FREESE AND NICHOLS, INC.

Aron Kulhavy - City Manager
Vice President/Principal

Richard Weatherly – Principal in Charge

ATTEST:

ATTEST:

Kristy Doll - City Secretary

Kendall Ryan – Associate

APPROVED AS TO FORM:

Leonard Schneider, City Attorney



CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: 2.b.

Agenda Item: Consider approving Resolution 2024-7, approving a bond resolution of the Trinity River Authority; and authorizing the execution and delivery of “Trinity River Authority of Texas - First Amendment - Huntsville Regional Water Supply System Contract”

Initiating Department/Presenter: Finance

Presenter:

Aron Kulhavy, City Manager

Steve Ritter, Finance Director

Kathlie Jeng-Bullock, City Engineer

Brent Sherrod, Public Works Director

Recommended Motion: *Move to approve Resolution 2024-7, approving a bond resolution of the Trinity River Authority; and authorizing the execution and delivery of “Trinity River Authority of Texas - First Amendment - Huntsville Regional Water Supply System Contract”*

Strategic Initiative: Goal #4, Infrastructure - Ensure the quality of the City utilities, transportation and physical structures so that the City's core services can be provided in an effective and efficient manner.

Discussion: The City has had a contract with the Trinity River Authority (TRA) since 1976. The original contract provided that TRA would build and operate a water treatment plant and the City would be responsible for all costs associated with building and operating the plant with the City having exclusive rights to all water coming from the plant. There were various amendments to the original contract from 1976. In 1997 the City and TRA entered into a “superseding” contract. This resolution provides for an amendment to the superseding contract and the amendment is to make the contract “effective until November 30, 2074, and for so long thereafter until all Bonds or any Bonds issued to refund same, if any, have been paid in full.” This resolution also provides for the authorization of issuing \$4,475,000 of contract revenue bonds thru TRA that the City will be responsible for providing revenues for the debt service on the bonds. Proceeds from the bonds will be used for capital costs for FY 2024 as outlined by TRA in their February 6, 2024 presentation to Council, “Design for raw water intake”, “Treatment Plant Master Plan update”, “Plant Land Acquisition”, “Route study and design – High Service Transmission Improvements”.

Previous Council Action: No previous Council action has been taken. TRA presented a workshop item at Council's February 6, 2024 meeting informing Council of TRA's operations and contract/agreement history with the City.

Financial Implications: Debt service on the bonds issued will create a need for increased water rates in future years. Rate increases for future years will be developed based on the debt service on bonds issued and all other operational costs to provide water to City customers.

Approvals:

Steve Ritter

Leonard Schneider

Sam Masiel

Aron Kulhavy

Kristy Doll

Associated Information:

1. Huntsville- Approving Resolution for 2.20.24 meeting - amending contract and resolution to issue debt-contract revenue bonds(2)

CERTIFICATE FOR RESOLUTION APPROVING A BOND RESOLUTION OF THE TRINITY RIVER AUTHORITY; AND AUTHORIZING THE EXECUTION AND DELIVERY OF "TRINITY RIVER AUTHORITY OF TEXAS - FIRST AMENDMENT - HUNTSVILLE REGIONAL WATER SUPPLY SYSTEM CONTRACT"

THE STATE OF TEXAS
COUNTY OF WALKER
CITY OF HUNTSVILLE

I, the undersigned City Secretary of the City of Huntsville, Texas, hereby certify as follows:

1. The City Council of said City convened in a regular meeting on February 20, 2024 and the roll was called of the duly constituted officers and members of said City Council, to-wit:

Russell Humphrey; Mayor	Vicki McKenzie; At-Large Position 3, Mayor Pro Tem
Tore Fossum; Ward 1	Casey Cox; Ward 2
Anissa Antwine; Ward 3	Jon Strong; Ward 4
Bert Lyle; At-Large Position 1	Karen Denman; At-Large Position 2
Pat Graham; At-Large Position 4	

and all of said persons, except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said Meeting: a written

CERTIFICATE FOR RESOLUTION APPROVING A BOND RESOLUTION OF THE TRINITY RIVER AUTHORITY; AND AUTHORIZING THE EXECUTION AND DELIVERY OF "TRINITY RIVER AUTHORITY OF TEXAS - FIRST AMENDMENT - HUNTSVILLE REGIONAL WATER SUPPLY SYSTEM CONTRACT"

was duly introduced for the consideration of said City Council and duly read. It was then duly moved and seconded that said Resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said Resolution, prevailed and carried with all members present voting "AYE" except the following:

NAY: __

ABSTAIN: __

Remainder of page intentionally left blank

2. That a true, full, and correct copy of the aforesaid Resolution adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said Resolution has been duly recorded in said City Council's minutes of said Meeting; that the above and foregoing paragraph is a true, full, and correct excerpt from said City Council's minutes of said Meeting pertaining to the adoption of said Resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said City Council as indicated therein; and that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Resolution would be introduced and considered for adoption at said Meeting; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given, all as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED the ____ day of February, 2024.

Kristy Doll, City Secretary

(CITY SEAL)

CERTIFICATE FOR RESOLUTION APPROVING A BOND RESOLUTION OF THE TRINITY RIVER AUTHORITY; AND AUTHORIZING THE EXECUTION AND DELIVERY OF "TRINITY RIVER AUTHORITY OF TEXAS - FIRST AMENDMENT - HUNTSVILLE REGIONAL WATER SUPPLY SYSTEM CONTRACT"

RESOLUTION NO. 2024 - 7

RESOLUTION APPROVING A BOND RESOLUTION OF THE TRINITY RIVER AUTHORITY;
AND AUTHORIZING THE EXECUTION AND DELIVERY OF "TRINITY RIVER AUTHORITY OF
TEXAS - FIRST AMENDMENT - HUNTSVILLE REGIONAL WATER SUPPLY SYSTEM
CONTRACT"

THE STATE OF TEXAS
COUNTY OF WALKER
CITY OF HUNTSVILLE

WHEREAS, the City of Huntsville, Texas (the **City**) and the Trinity River Authority of Texas (the **Authority**) have previously entered into the "*Trinity River Authority of Texas – Huntsville Regional Water Supply System Contract*" dated June 25, 1997 (the **Original Contract**); and

WHEREAS, the City and the Authority desire to enter into the "*Trinity River Authority of Texas - First Amendment - Huntsville Regional Water Supply System Contract*" (the **Amendment** and with the Original Contract, the **Contract**) relating to the provision of facilities and services by the Authority for the benefit of the City and for additions, improvements, repairs, replacements, expansions and extensions of the Huntsville Regional Water Supply System (the **System**); and

WHEREAS, in connection with the financing of the facilities and services provided by the Authority for the benefit of the City, the Authority has and will, from time to time authorize, issue and deliver bonds (the **Bonds**) of the Authority supported by payments to be made by the City pursuant to the Contract; and

WHEREAS, it is necessary and advisable that the City approve the Amendment and the resolution of the Authority authorizing the issuance, sale, and delivery of *Trinity River Authority of Texas Huntsville Regional Water Supply System Revenue Bonds, Series 2024*, and approving and authorizing instruments and procedures relating thereto hereinafter described.

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HUNTSVILLE, THAT:

Section 1. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. The City Council hereby approves the Amendment in the form attached hereto as **Exhibit A**. For and on behalf of the City, the Mayor of the City is hereby authorized and directed to sign, deliver, and otherwise execute, and the City Secretary of the City is hereby authorized and directed to sign, attest, and seal, the Amendment in substantially the form and substance attached to this Resolution and made a part hereof for all purposes.

Section 3. The Amendment shall become effective and enforceable in accordance with its terms immediately upon execution and delivery thereof for all intents and purposes.

Section 4. The "*Resolution Authorizing the Issuance, Sale, and Delivery of Trinity River Authority of Texas Huntsville Regional Water Supply System Revenue Bonds, and Approving and Authorizing Instruments and Procedures Relating Thereto*" (the **Bond Resolution**) has been submitted to the City in the form attached hereto as **Exhibit B**, and made a part hereof for all purposes. The Bond Resolution is hereby approved by the City as to form and substance, and the bonds (the **Bonds**) described therein may be issued by the Authority in accordance with the terms and provisions set forth therein and herein.

Section 5. It is acknowledged and agreed by the City that the Bonds authorized pursuant to the Bond Resolution will be issued in strict conformance and compliance with the Contract and described in said Bond Resolution, and that the City will be fully bound by the provisions of said Bond Resolution insofar as they pertain to the City, and the City will be unconditionally obligated to make the payments with respect to said Bonds as required by the Contract and the Bond Resolution.

APPROVED AND ADOPTED at a regular meeting of the Huntsville City Council on February ____, 2024 , by a vote of ____ ayes, ____ nays, and ____ abstentions.

APPROVED:

Russell Humphrey; Mayor

ATTEST:

Kristy Doll, City Secretary

EXHIBIT A

TRINITY RIVER AUTHORITY OF TEXAS
FIRST AMENDMENT
HUNTSVILLE REGIONAL WATER SUPPLY SYSTEM CONTRACT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

WHEREAS, as of September 28, 1976, the Trinity River Authority of Texas – City of Huntsville Water Treatment Facilities, Water Transmission and Clear Well Storage Facilities Contract, as amended as of December 7, 1983 and November 2, 1995 (collectively, the “Original Contract”) was duly entered into by and between Authority and City; and

WHEREAS, the Original Contract provided that the Authority would, for the benefit of and to serve City and others, issue its bonds for the purpose of constructing water treatment facilities, including raw water intake facilities, a water treatment plant and metered treated water discharge facilities, water transmission and clear well storage and pumping facilities, constituting the Huntsville Regional Water Supply System (the “System”) as described in the Original Contract; and

WHEREAS, pursuant to the Original Contract, Authority duly issued and delivered bonds for the purpose of acquiring, constructing, equipping, completing, improving and extending the System; and

WHEREAS, the Authority and City entered into a superseding Trinity River Authority of Texas – Huntsville Regional Water Supply System Contract as of June 25, 1997 (the “Superseding Contract”), relating to all future additions, improvements repairs, replacements, expansions and extensions of the System; and

WHEREAS, Authority and City were authorized to enter into the Superseding Contract by Chapter 791, Texas Government Code, as amended, known as the Interlocal Cooperation Act; and

WHEREAS, Authority and City deem it to be in their respective best interests to amend the Superseding Contract to extend its effectiveness; and

WHEREAS, the System, subject to the terms of the Superseding Contract, was initially described in an engineering report dated May, 1996 prepared by Alan Plummer Associates, Inc., Consulting Engineers (the “Initial Project”); and

WHEREAS, such engineering report, including all amendments and supplements thereto made prior to the execution of acquisition and construction contracts for the Initial Project and as changed by change orders entered after acquisition and construction contracts for the Initial Project have been executed is hereinafter called the “Initial Engineering Report;” and

WHEREAS, the scope of the Initial Project, as described in the Initial Engineering Report provided for in this Contract, may be expanded, amended, modified or added to by future engineering reports (each an “Additional Engineering Report”) and, together with the Initial Engineering Report, shall be collectively referred to as the “Engineering Report” in any manner

agreed to by Authority and City, with any such expansion, amendment, modification or addition to the Initial Project (each an “Additional Project” and, together with Initial Project, shall be collectively referred to as the “Project”) to be subject to the further terms of this Contract in all respects; and

WHEREAS, Authority and City wish to amend Section 8 of the Superseding Contract.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the Authority and City agree as of February 28, 2024, as follows:

ARTICLE I

A. That Section 8(A), Term of Contract, which reads as follows:

~~This Contract shall be effective upon execution hereof and shall continue in force and effect until all Bonds have been paid and for so long thereafter as the parties hereto may agree by amendment hereof.—~~

be OMITTED and DELETED in its entirety, and the following substituted in its place:

This Contract shall be effective upon execution hereof and shall continue in force and effect until November 30, 2074, and for so long thereafter until any Bonds or any Bonds issued to refund same, if any, have been paid in full.

ARTICLE II

This First Amendment is effective February 28, 2024, and to the extent of any conflict with the Superseding Agreement shall amend the terms and provisions of that agreement. However, it is the express intention of Authority and City that this First Amendment and the Superseding Agreement be completely integrated and be construed in harmony and congruity as a single instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

CITY OF HUNTSVILLE

TRINITY RIVER AUTHORITY OF TEXAS

ARON KULHAVY, City Manager

J. KEVIN WARD, General Manager

ATTEST:

ATTEST:

KRISTY DOLL, City Secretary

HOWARD S. SLOBODIN, Secretary
Board of Directors

(SEAL)

(SEAL)

Approved as to form:

LEONARD SCHNEIDER, City Attorney

EXHIBIT B

RESOLUTION NO. R-1643 AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF TRINITY RIVER AUTHORITY OF TEXAS HUNTSVILLE REGIONAL WATER SUPPLY SYSTEM REVENUE BONDS, AND APPROVING AND AUTHORIZING INSTRUMENTS AND PROCEDURES RELATING THERETO

THE STATE OF TEXAS
TRINITY RIVER AUTHORITY OF TEXAS

WHEREAS, Trinity River Authority of Texas (the "Authority" or "Issuer"), is an agency and political subdivision of the State of Texas, being a conservation and reclamation district created and functioning under Article 16, Section 59, of the Texas Constitution, pursuant to the provisions of Chapter 518, Acts of the 54th Legislature, Regular Session, 1955, as amended (the "Authority Act");

WHEREAS, the Authority entered into a *"Trinity River Authority of Texas – Huntsville Regional Water Supply System Contract"* dated June 25, 1997, as amended on February [], 2024 by the *"Trinity River Authority of Texas - First Amendment - Huntsville Regional Water Supply System Contract"* (together, the "Contract") with the City of Huntsville, Texas (the "City") for additions, improvements, repairs, replacements, expansions and extensions of the Huntsville Regional Water Supply System (the "System") by the Issuer for the benefit of the City;

WHEREAS, the Authority has no outstanding bonds pursuant to the Contract;

WHEREAS, the Authority has determined to issue the bonds or other evidence of indebtedness hereinafter authorized to (i) obtain funds to pay for the acquisition and construction of the Improvements for the System; (ii) funding the Reserve Fund, if required; and (iii) pay costs of issuance of the Bonds;

WHEREAS, the Bonds authorized to be issued by this resolution (the "Bond Resolution" or "Resolution") are to be issued and delivered pursuant to the Authority Act, Chapter 30, Texas Water Code, as amended, Chapter 1371, Texas Government Code, as amended, and other applicable laws;

WHEREAS, the Contract authorizes the Issuer to issue the Bonds in the manner and amount and with the security, as hereinafter provided.

THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TRINITY RIVER AUTHORITY OF TEXAS, THAT:

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE BONDS. The Board of Directors hereby incorporates the recitals set forth in the preamble hereto as if set forth in full at this place and further finds and determines that said recitals are true and correct. In order to (i) obtain funds to pay for the acquisition and construction of the Improvements for the System; (ii) funding the Reserve Fund, if required; and (iii) pay costs of issuance of the Bonds, the Board of Directors hereby authorizes and directs the issuance of revenue bonds of the Issuer, in one or more series, in the aggregate principal amount of not to exceed \$4,475,000.

Section 2. DEFINITIONS. The definitions set forth in the preamble hereto are incorporated herein as if set forth in this section. As used in this Resolution the following terms shall have the meanings set forth below, unless the text hereof specifically indicates otherwise:

- (a) The term "Additional Bonds" means the additional parity bonds permitted to be authorized in this Resolution.
- (b) The terms "Authority" and "Issuer" shall have the meaning set forth in the preamble.
- (c) The term "Board" means the Board of Directors of the Issuer, being the governing body of the Issuer and it is further resolved that the declarations and covenants of the Issuer contained in this Resolution are made by, and for and on behalf of the Board and the Issuer, and are binding upon the Board and the Issuer for all purposes.

- (d) The terms "Bond Resolution" and "Resolution" mean this resolution adopted by the Board of Directors of the Issuer authorizing the issuance of the Bonds.
- (e) The term "Bonds" means collectively the Bonds or other evidence of indebtedness authorized by law and as authorized by this Resolution, and all substitute bonds exchanged therefor and other substitute bonds as provided for in this Resolution.
- (f) The term "City" means the City of Huntsville, Texas.
- (g) The term "Code" means the United States Internal Revenue Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto.
- (h) The term "Contract" means, collectively, the *Trinity River Authority of Texas – Huntsville Regional Water Supply System Contract* dated June 25, 1997, as amended on February [], 2024 by the *“Trinity River Authority of Texas - First Amendment - Huntsville Regional Water Supply System Contract”*, between the Issuer and the City.
- (i) The term "Fiscal Year" shall mean the Authority's fiscal year, which initially shall be the year commencing December 1 of each calendar year and ending on November 30 of the following calendar year, but which subsequently may be any other 12-month period hereafter established by the Issuer as a Fiscal Year.
- (j) The terms "Gross Revenues" mean all of the revenues, income, rentals, rates, fees, and charges of every nature derived by the Issuer from the operation and/or ownership of the System, including specifically all payments and amounts received by the Issuer from the City pursuant to the Contract, and any income from the investment of money in any Funds created by this Resolution, excepting any amounts required to be rebated to the Internal Revenue Service in accordance with this Resolution.
- (k) The term "Improvements" means all of the Issuer's additions, improvements, repairs, replacements, expansions and extensions of the System. However, said terms do not include any facilities acquired or constructed by the Issuer with the proceeds from the issuance of "Special Facilities Bonds", which are hereby defined as being revenue obligations of the Issuer which are not issued as Additional Bonds, and which are payable from any source, contract, or revenues whatsoever other than the Pledged Revenues; and Special Facilities Bonds may be issued for any lawful purpose and made payable from any source, contract, or revenues whatsoever other than the Pledged Revenues.
- (l) The terms "Net Revenues" means the Gross Revenues less the Operation and Maintenance Expenses.
- (m) The term "Operation and Maintenance Expenses" means all costs and expenses of operation and maintenance of the System, including (for greater certainty but without limiting the generality of the foregoing) repairs and replacements for which no special fund is created in the resolutions authorizing the issuance of the Bonds or Parity Bonds, operating personnel, the cost of utilities, the costs of supervision, engineering, accounting, auditing, legal services, supplies, services, administrative costs, including general overhead expenses of the Issuer attributable to the System, insurance premiums, equipment necessary for proper operation and maintenance of the System, and payments made by the Issuer in satisfaction of judgments resulting from claims not covered by the Issuer's insurance arising in connection with the operation and maintenance of the System. The term also includes the charges of the bank or banks where the Bonds are payable. The term does not include the cost of raw water supplies.
- (n) The term "Parity Bonds" means (i) the Bonds and (ii) any Additional Bonds.

- (o) The term "Pledged Revenues" means: (a) the Net Revenues and (b) any additional revenues, income, receipts, donations, or other resources derived or received or to be received from any public or private source, whether pursuant to an agreement or otherwise, which in the future may, at the option of the Issuer, be pledged to the payment of the Bonds or the Additional Bonds.
- (p) The term "System" means the water treatment facilities, including raw water intake facilities, water treatment plants and metered treated water discharge facilities, water transmission and clear well storage and pumping facilities, constituting the Huntsville Regional Water Supply System including all Improvements.

Section 3. DESIGNATION, DATE, DENOMINATIONS, NUMBERS, MATURITIES AND SALE OF BONDS.

(a) Each bond issued pursuant to this Resolution shall, subject to paragraph (b) of this section, be designated: "TRINITY RIVER AUTHORITY OF TEXAS HUNTSVILLE REGIONAL WATER SUPPLY SYSTEM REVENUE BOND, SERIES 2024".

(b) As authorized by Chapter 1371, Texas Government Code, as amended, the General Manager and the Chief Financial Officer of the Issuer are each hereby designated as the "Authorized Officer" of the Issuer, and are each individually hereby authorized, appointed, and designated as the officer or employee of the Issuer authorized to act on behalf of the Issuer in the selling and delivering of the Bonds and carrying out the other procedures specified in this Resolution, including the use of a book-entry-only system with respect to the Bonds and the execution of an appropriate letter of representations if deemed appropriate, the determining and fixing of the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the aggregate principal amount of the Bonds and the amount of each maturity of principal thereof, the due date of each such maturity (not exceeding forty years from the date of the Bonds), the rate of interest to be borne by each such maturity, the interest payment dates and periods, the dates, price and terms upon and at which the Bonds shall be subject to redemption prior to due date or maturity at the option of the Issuer, any mandatory sinking fund redemption provisions, procuring municipal bond insurance, and approving modifications to this Resolution and executing such instruments, documents and agreements as may be necessary with respect thereto, if it is determined that such insurance would be financially desirable and advantageous, and all other matters relating to the issuance, sale and delivery of the Bonds. The Authorized Officer, acting for and on behalf of the Issuer, is authorized to arrange for the Bonds to be sold at a private placement, negotiated sale or public sale, at such price, in the aggregate principal amount not exceeding the maximum amount set forth in Section 1 hereof, with such maturities of principal, with such interest rates, and with such optional and mandatory sinking fund redemption provisions, if any, and other matters, as shall be set forth in a certification by the Authorized Officer. The Authorized Officer shall determine if the provisions of Rule 15c2-12 of the United States Securities and Exchange Commission relating to continuing disclosure of information shall be required to be complied with and, if required, what disclosure will be required to be complied with by the Issuer; all of which shall be specified in the "Pricing Certificate" executed by the Authorized Officer. It is further provided, however, that, notwithstanding the foregoing provisions, the Bonds shall not be delivered unless, prior to their delivery, the Bonds have been rated by a nationally recognized rating agency for municipal long-term obligations, as required by said Chapter 1371, Texas Government Code, as amended.

(c) Sale Parameters. In establishing the aggregate principal amount of the Bonds, the Authorized Officer shall establish an amount within the amount authorized in Section 1 hereof, which amount shall be sufficient to provide for (i) obtaining funds to pay for the acquisition and construction of the Improvements for the System; (ii) funding the Reserve Fund, if required; and (iii) pay costs of issuance of the Bonds.

(d) If the Authorized Officer determines that the Bonds should be sold by private placement, the Authorized Officer shall select the purchaser which, after due consideration and investigation, is willing to buy the Bonds on the most advantageous terms to the Issuer as determined by the Authorized Officer.

(e) If the Authorized Officer determines that the Bonds should be sold by a negotiated sale, the Authorized Officer shall designate the senior managing underwriter for the Bonds and such additional investment banking firms as deemed appropriate to assure that the Bonds are sold on the most advantageous terms to the Issuer. The

Authorized Officer, acting for and on behalf of the Issuer, is authorized to enter into and carry out the terms of a bond purchase contract for the Bonds to be sold by negotiated sale, with the underwriter(s) thereof at such price, with and subject to such terms as determined by the Authorized Officer subject to the parameters set forth in this Resolution. Any such bond purchase contract shall be substantially in a form and substance previously approved by the Board in connection with the authorization of bonds by the Issuer with such changes as are acceptable to the Authorized Officer. The Authorized Officer shall cause to be prepared an official statement in such manner as the Authorized Officer deems appropriate.

(f) If the Authorized Officer determines that the Bonds should be sold at a competitive sale, the Authorized Officer shall cause to be prepared a notice of sale and official statement in such manner as the Authorized Officer deems appropriate, to make the notice of sale and official statement available to those institutions and firms wishing to submit a bid for the Bonds, to receive such bids, and to award the sale of the Bonds to the bidder submitting the best bid in accordance with the provisions of the notice of sale.

(g) The authority of the Authorized Officer to sell the Bonds as described in Section 2(b) of this Resolution shall expire on the one-year anniversary date of the adoption of this Resolution by the Board.

Section 4. CHARACTERISTICS OF THE BONDS.

(a) Registration, Transfer, Conversion and Exchange; Authentication. The Issuer shall keep or cause to be kept at the principal corporate trust office of the paying agent/registrar designated in the Pricing Certificate (the "Paying Agent/Registrar") books or records for the registration of the transfer, conversion and exchange of the Bonds (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers, conversions and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers, conversions and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, conversion, exchange and delivery of a substitute Bond or Bonds. Registration of assignments, transfers, conversions and exchanges of Bonds shall be made in the manner provided and with the effect stated in the FORM OF BOND set forth in this Resolution. Each substitute Bond shall bear a letter and/or number to distinguish it from each other Bond.

Except as provided in Section 4(c) hereof, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign said Bond, and no such Bond shall be deemed to be issued or outstanding unless such Bond is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein, and said Bonds shall be of type composition printed on paper with lithographed or steel engraved borders of customary weight and strength. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Certificate, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Resolution, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

(b) Payment of Bonds and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds, all as provided in this Resolution. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Bonds, and of all conversions and exchanges of Bonds, and all replacements of Bonds, as provided in

this Resolution. However, in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each registered owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(c) In General. The Bonds (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Bonds to be payable only to the registered owners thereof, (ii) may be redeemed prior to their scheduled maturities if s provided in the Pricing Certificate (notice of which shall be given to the Paying Agent/Registrar by the Issuer at least thirty days prior to any such redemption date), (iii) transferred and assigned, (iv) may be converted and exchanged for other Bonds, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Bonds shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Bonds, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF BOND set forth in this Resolution. The Bonds initially issued and delivered pursuant to this Resolution are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Bond issued in conversion of and exchange for any Bond or Bonds issued under this Resolution the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BOND.

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Resolution, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Resolution. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Resolution, and a certified copy of this Resolution shall be delivered to each Paying Agent/Registrar.

(e) Book-Entry Only System. The Bonds issued in exchange for the Bonds initially issued to the purchaser specified herein shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond may be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (f) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of Bonds, as shown on the Registration Books, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of Bonds, as shown in the

Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond certificate evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Resolution. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Resolution with respect to interest checks being mailed to the registered owner at the close of business on the Record date, the words "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(f) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the representation letter of the Issuer to DTC or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

(g) Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(h) Notice of Redemption.

(i) In addition to the notice of redemption set forth in the FORM OF BOND, the Paying Agent/Registrar shall give notice of redemption of the Bonds by first class mail, postage prepaid at least thirty (30) days prior to a redemption date to each registered securities depository and to any national information service that disseminates redemption notices. In addition, in the event of a redemption caused by an advance refunding of the Bonds, the Paying Agent/Registrar shall send a second notice of redemption to the persons specified in the immediately preceding sentence at least thirty (30) days but not more than ninety (90) days prior to the actual redemption date. Any notice sent to the registered securities depositories or such national information services shall be sent so that it is received at least two (2) days prior to the general mailing or publication date of such notice. The Paying Agent/Registrar shall also send a notice of prepayment or redemption to the Registered Owner of any Bond who has not sent the Bonds in for redemption sixty (60) days after the redemption date.

(ii) Each notice of redemption given by the Paying Agent/Registrar, whether required in the FORM OF BOND or in this Section, shall contain a description of the Bonds to be redeemed including the complete name of the Bonds, the Series, the date of issue, the interest rate, the maturity date, the CUSIP number, the certificate numbers, the amounts called of each certificate, the publications and mailing date for the notice, the date of redemption, the redemption price, the name of the Paying Agent/Registrar and the address at which the Bonds may be redeemed, including a contact person and telephone number.

(iii) All redemption payments made by the Paying Agent/Registrar to the Registered Owners shall

include a CUSIP number relating to each amount paid to such Registered Owner.

Section 5. FORM OF BONDS. The form of the Bonds, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Bonds initially issued and delivered pursuant to this Resolution, shall be, respectively, substantially in the form as provided in *Exhibit A*, with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution. The Form of Bond as it appears in *Exhibit A* shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate but it is not required for the Form of Bond to be reproduced as an exhibit to the Pricing Certificate.

Section 6. PLEDGE.

(a) The Bonds and any Additional Bonds, and the interest thereon, are and shall be secured equally and ratably on a parity by and payable from a first lien on and pledge of the Pledged Revenues, and the Pledged Revenues are further pledged to the establishment and maintenance of the Interest and Sinking Fund, the Reserve Fund, and the Contingency Fund as provided in this Resolution.

(b) Chapter 1208, Government Code, applies to the issuance of the Bonds and the pledge of the Pledged Revenues granted by the Issuer under this Section, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the Pledged Revenues granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

Section 7. REVENUE FUND CREATION. There shall be established and maintained on the books of the Issuer, and accounted for separate and apart from all other funds of the Issuer, a special fund to be entitled the "*Trinity River Authority of Texas Huntsville Regional Water Supply System Revenue Bonds Revenue Fund*" (hereinafter called the "Revenue Fund"). All Gross Revenues (excepting investment income from any Fund other than the Revenue Fund) shall be credited to the Revenue Fund promptly after they become available. All Operation and Maintenance Expenses shall be paid from the Gross Revenues, as a first charge against same.

Section 8. INTEREST AND SINKING FUND. For the sole purpose of providing an interest and sinking fund for paying the principal of and interest on all Parity Bonds and any Additional Bonds, as the same come due, there shall be established and maintained on the books of the Issuer a separate fund to be entitled the "*Trinity River Authority of Texas Huntsville Regional Water Supply System Revenue Bonds Interest and Sinking Fund*" (hereinafter called the "Interest and Sinking Fund").

Section 9. RESERVE FUND. There shall be established and maintained on the books of the Issuer a separate fund to be entitled the "*Trinity River Authority of Texas Huntsville Regional Water Supply System Revenue Bonds Reserve Fund*" (hereinafter called the "Reserve Fund"). The Reserve Fund shall be used solely for the purpose of finally retiring the last of any Parity Bonds or Additional Bonds, or for paying when due the principal of and interest on any Parity Bonds or Additional Bonds when and to the extent the amounts in the Interest and Sinking Fund and Contingency Fund are insufficient for such purpose.

Section 10. CONTINGENCY FUND. There shall be established and maintained on the books of the Issuer a separate fund to be entitled the "*Trinity River Authority of Texas Huntsville Regional Water Supply System Revenue Bonds Contingency Fund*" (hereinafter called the "Contingency Fund"). The Contingency Fund shall be used solely for the purpose of paying the costs of Improvements or other capital expenditures relating to the System, and unexpected or extraordinary repairs or replacements of the System for which funds are not otherwise available, or for paying unexpected or extraordinary Operation and Maintenance Expenses for which funds are not otherwise available, or for paying principal of and interest on any Parity Bonds or Additional Bonds, when and to the extent the amount in the Interest and Sinking Fund is insufficient for such purpose.

Section 11. REVENUE FUND. All Pledged Revenues shall be credited as received by the Issuer to the Revenue Fund, and shall be deposited from the Revenue Fund into the other Funds created by this Resolution, in the manner and amounts hereinafter provided, and each of such Fund shall have priority as to such deposits in the order in which they are treated in the following Sections.

Section 12. INTEREST AND SINKING FUND REQUIREMENTS. There shall be deposited into the Interest and Sinking Fund the following:

(a) promptly after the delivery of the Bonds the Issuer shall cause to be deposited to the credit of the Interest and Sinking Fund, from the proceeds received from the sale and delivery of the Bonds, the accrued interest received, if any.

(b) on or before the last day of the January or July, whichever comes first, immediately following delivery of the Bonds to the purchaser thereof, and semiannually thereafter, on or before the last day of each January and July, an amount sufficient, together with other amounts, if any, then on hand in the Interest and Sinking Fund and available for such purpose, to pay the interest and/or principal and interest scheduled to accrue and come due on the Parity Bonds and any Additional Bonds on the next succeeding interest payment date.

(c) The Interest and Sinking Fund shall be used solely to pay the principal of and interest on the Parity Bonds and any Additional Bonds as such principal matures and such interest comes due.

Section 13. RESERVE REQUIREMENTS. If required, immediately after the delivery of the Bonds, the Issuer will deposit in the Reserve Fund, from funds derived from the sale of the Bonds or lawfully available funds of the Issuer, an amount of money equal to the average annual principal and interest requirements of the Parity Bonds, or other amount specified in the Pricing Certificate (the "Reserve Required Amount"), taking into account any Additional Bonds to which Section 18(d) applies. No deposits shall be made into the Reserve Fund as long as the money and investments in the Reserve Fund are at least equal in market value to the Reserve Required Amount; but if and whenever the market value of money and investments in the Reserve Fund is reduced below said Reserve Required Amount because of a decrease in market value of investments, then the Issuer shall require the City to increase their payments under the Contract as soon as practicable, and in any event within one year, in an amount sufficient to restore the Reserve Fund to the Reserve Required Amount. In the event the Reserve Fund is used to pay the principal of or interest on the Parity Bonds because of insufficient amounts being available in the Interest and Sinking Fund and the Contingency Fund, then the Issuer shall require the City to increase their payments under the Contract in an amount sufficient to restore the Reserve Fund to the Reserve Required Amount in market value, and the Issuer shall deposit in the Reserve Fund, in approximately equal semiannual installments, such amounts as are required to restore the Reserve Fund to the Reserve Required Amount in market value within five years from any date of the use of the Reserve Fund to pay such principal or interest.

Whenever Additional Bonds are issued pursuant to Section 18, then the term "Reserve Required Amount" thereafter shall mean an amount in market value equal to the average annual principal and interest requirements of all Parity Bonds and Additional Bonds which will be outstanding after the issuance of each installment of Additional Bonds (taking into account any Additional Bonds to which Section 18(d) applies) or as may be otherwise provided in the Pricing Certificate for such proposed Additional Bonds.

Section 14. CONTINGENCY REQUIREMENTS. There is currently on deposit in the Contingency Fund the sum of \$0.00. No additional deposits are required to be made to the credit of the Contingency Fund unless and until the Issuer, upon the advice and recommendation of an independent engineer or firm of engineers, determines it necessary to increase such amount in order adequately to provide for contingencies related to the System, or unless the Issuer provides for an increase in such amount in any resolution authorizing Additional Bonds. If and when such amount in the Contingency Fund is reduced or depleted, or an increase in such amount has been provided for, then, subject and subordinate to making the required deposits to the credit of the Interest and Sinking Fund and the Reserve Fund, such reduction or depletion shall be restored, and/or such amount shall be increased, to the extent not otherwise funded, from amounts which shall be provided for such purpose in the Issuer's Annual Budget for the next ensuing Fiscal Year; provided that the Issuer is not required to budget more than one third of the amount to be accumulated for such purpose during any one Fiscal Year. The Issuer may transfer any amount in the Contingency Fund to the credit of the Interest and Sinking Fund if the Issuer determines the Contingency Fund is over-funded or

unnecessary.

Section 15. INVESTMENTS.

(a) Money in any Fund maintained pursuant to this Resolution may, at the option of the Issuer, be placed in interest bearing time deposits with banks secured by obligations of the kind hereinafter described, or be invested to the extent allowed by Texas law. Such deposits and investments shall be made consistent with the estimated requirements of such Funds, and any obligation in which money is so invested shall be kept and held for the benefit of the owners of the Parity Bonds, and shall be promptly sold and the proceeds of sale applied to the making of all payments required to be made from the Fund from which the investment was made. All earnings from the deposit or investment of any such Fund shall be credited to such Fund, except that if on February 1 of any year the Reserve Fund should contain an amount in excess of the Reserve Required Amount in market value, such excess shall be deposited into the Interest and Sinking Fund. All investment earnings on deposit in the Interest and Sinking Fund shall reduce the amounts which otherwise would be required to be deposited therein. Uninvested money in any Fund shall be secured in the manner prescribed by law for securing funds of the Issuer.

(b) Notwithstanding any other provisions of this Resolution, all investment income, if any, required by the United States Internal Revenue Code to be rebated by the Issuer to the Internal Revenue Service in order to prevent the Parity Bonds from being or becoming taxable "arbitrage bonds" under said Code shall be withdrawn from each Fund created by this Resolution and so rebated to the extent so required.

Section 16. DEFICIENCIES; EXCESS PLEDGED REVENUES.

(a) If on any occasion there shall not be sufficient Pledged Revenues to make the required deposits into the Interest and Sinking Fund, the Reserve Fund, and the Contingency Fund, then such deficiency shall be made up as soon as possible from the next available Pledged Revenues.

(b) Subject to making the required deposits to the credit of the Interest and Sinking Fund, the Reserve Fund, and the Contingency Fund, when and as required by this Resolution, or any resolution authorizing the issuance of Additional Bonds, the excess Pledged Revenues may be used for any lawful purpose relating to the System.

Section 17. PAYMENT OF PARITY BONDS AND ADDITIONAL BONDS. On or before the first interest or principal payment date of the Bonds immediately following delivery of the Bonds to the purchaser thereof, and semiannually on or before each principal and interest payment date thereafter while any of the Parity Bonds or Additional Bonds are outstanding and unpaid, the Issuer shall make available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, or the Contingency Fund or the Reserve Fund, if necessary, money sufficient to pay such interest on and such principal of the Parity Bonds and Additional Bonds as will be payable on each principal and interest payment date.

Section 18. ADDITIONAL BONDS.

(a) The Issuer shall have the right and power at any time and from time to time, and in one or more series or issues, to authorize, issue, and deliver additional parity revenue bonds (herein called "Additional Bonds"), in accordance with law, in any amounts, for any lawful purpose related to the System, including the refunding of Parity Bonds, Additional Bonds or bonds secured by Pledged Revenues that is junior and subordinate in all respects to the liens, pledges, covenants and agreements hereof or any resolution authorizing the issuance of Additional Bonds. Such Additional Bonds, when issued and delivered in accordance with the provisions hereof, shall be secured by and made payable equally and ratably on a parity with the Parity Bonds, from a first lien on and pledge of the Pledged Revenues.

(b) The Interest and Sinking Fund, the Reserve Fund, and the Contingency Fund established pursuant to this Resolution shall secure and be used to pay all Additional Bonds as well as the Parity Bonds, all on a parity. However, each resolution under which Additional Bonds are issued shall provide and require that, in addition to the amounts required by the provisions of this Resolution and the provisions of each resolution authorizing Additional Bonds to be deposited to the credit of the Interest and Sinking Fund, the Issuer shall deposit to the credit of the

Interest and Sinking Fund at least such amounts as are required for the payment of all principal of and interest on said Additional Bonds then being issued, as the same come due; and that the aggregate amount to be accumulated and maintained in the Reserve Fund shall be increased (if and to the extent necessary) to an amount specified in the Pricing Certificate for such proposed Additional Bonds; and that any required additional amount shall be so accumulated by the deposit in the Reserve Fund of all or any part of said required additional amount in cash immediately after the delivery of the then proposed Additional Bonds, or, at the option of the Issuer, by the deposit of said required additional amount (or any balance of said required additional amount not deposited in cash as permitted above) in 120 approximately equal monthly installments, made on or before the 25th day of each month following the delivery of the then proposed Additional Bonds.

(c) All calculations to determine the Reserve Required Amount pursuant to this Section shall be made as of the date the proposed Additional Bonds will be issued.

(d) Notwithstanding sections (a) through (c) of this Section, the resolution authorizing a future issue of Additional Bonds may provide that such series shall not be secured by the Reserve Fund. Such series of Additional Bonds shall nevertheless be secured by and made payable equally and ratably on a parity with the Parity Bonds from a first lien on and pledge of the Pledged Revenues. The Interest and Sinking Fund and the Contingency Fund shall also secure and be used to pay such proposed series of Additional Bonds. If such series of Additional Bonds is issued and not secured by the Reserve Fund, the debt service on such series shall not be taken into account when calculating the average annual principal and interest requirements of the Parity Bonds to determine the Reserve Required Amount.

Section 19. FURTHER REQUIREMENTS FOR ADDITIONAL BONDS. Additional Bonds shall be issued only in accordance with the provisions hereof, but notwithstanding any provisions hereof to the contrary, no installment, series, or issue of Additional Bonds shall be issued or delivered unless the General Manager or Chief Financial Officer of the Issuer sign a written certificate to the effect that the Issuer is not in default as to any covenant, condition, or obligation in connection with all outstanding Parity Bonds and Additional Bonds, and the resolutions authorizing the same, that the Interest and Sinking Fund and the Reserve Fund each contains the amount then required to be therein, and that either (1) based on a report of an independent engineer or firm of engineers, the Pledged Revenues, in each Fiscal Year thereafter, commencing with the third complete Fiscal Year following the date of such report, are estimated to be at least equal to 1.25 times the average annual principal and interest requirements of all Parity Bonds and Additional Bonds to be outstanding after the delivery of the then proposed Additional Bonds, or (2) based upon an opinion of legal counsel to the Issuer, there is a Contract then in effect pursuant to which the City and others, if any, which are parties to such Contract are obligated to make payments to the Issuer during each Fiscal Year (including during periods when services of the System may not be available to such City and others) in such amounts as shall be necessary to provide to the Issuer Pledged Revenues sufficient to pay when due all principal of and interest on all Parity Bonds and Additional Bonds to be outstanding after the issuance of the proposed Additional Bonds, and to make the deposits into the Reserve Fund as required under this Resolution.

Section 20. GENERAL COVENANTS. The Issuer further covenants and agrees that:

(a) PERFORMANCE. It will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in each resolution authorizing the issuance of the Parity Bonds and any Additional Bonds, and in each and every Parity Bond and Additional Bond; that it will promptly pay or cause to be paid the principal of and interest on every Parity Bond and Additional Bond, on the dates and in the places and manner prescribed in such resolutions and Parity Bonds or Additional Bonds, and that it will, at the times and in the manner prescribed, deposit or cause to be deposited the amounts required to be deposited into the Interest and Sinking Fund and the Reserve Fund and any holder of the Parity Bonds or Additional Bonds may require the Issuer, its Board of Directors, and its officials and employees, to carry out, respect, or enforce the covenants and obligations of each resolution authorizing the issuance of the Parity Bonds and Additional Bonds, by all legal and equitable means, including specifically, but without limitation, the use and filing of mandamus proceedings, in any court of competent jurisdiction, against the Issuer, its Board of Directors, and its officials and employees.

(b) ISSUER'S LEGAL AUTHORITY. It is a duly created and existing conservation and reclamation district of the State of Texas pursuant to Article 16, Section 59, of the Texas Constitution, and Chapter 518, Acts of

the 54th Legislature, Regular Session, 1955, as amended, and is duly authorized under the laws of the State of Texas to create and issue the Parity Bonds; that all action on its part of the creation and issuance of the Parity Bonds has been duly and effectively taken, and that the Parity Bonds in the hands of the owners thereof are and will be valid and enforceable special obligations of the Issuer in accordance with their terms.

(c) TITLE. It has or will obtain lawful title to, or the lawful right to use and operate, the lands, buildings, and facilities constituting the System and will use its best efforts to acquire and construct the System as provided in the Contract, that it warrants that it will defend the title to or lawful right to use and operate, all of the aforesaid lands, buildings, and facilities, and every part thereof, for the benefit of the owners of the Parity Bonds and Additional Bonds against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Parity Bonds and Additional Bonds in the manner prescribed herein, and has lawfully exercised such rights.

(d) LIENS. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments, and governmental charges, if any, which shall be lawfully imposed upon it, or the System, that it will pay all lawful claims for rents, royalties, labor, materials, and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and that it will not create or suffer to be created any mechanic's, laborer's, materialman's, or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment, or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's, or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the Issuer.

(e) OPERATION OF IMPROVEMENTS. That while the Parity Bonds or any Additional Bonds are outstanding and unpaid it will cause the System to be continuously and efficiently operated and maintained in good condition, repair, and working order, and at a reasonable cost.

(f) FURTHER ENCUMBRANCE. That while the Parity Bonds or any Additional Bonds are outstanding and unpaid the Issuer shall not additionally encumber the Pledged Revenues in any manner, except as permitted hereby in connection with Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants and agreements hereof and any resolution authorizing the issuance of Additional Bonds; but the right of the Issuer and the Board to issue revenue bonds for any lawful purpose payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

(g) SALE OF PROPERTY. That while the Parity Bonds or any Additional Bonds, are outstanding and unpaid, the Issuer will maintain its current legal corporate status as a conservation and reclamation district, and the Issuer shall not sell, convey, mortgage, or in any manner transfer title to, or lease, or otherwise dispose of the entire System, or any significant or substantial part thereof; provided that whenever the Issuer deems it necessary or advisable to dispose of any real or personal property, machinery, fixtures, or equipment, it may sell or otherwise dispose of such property, machinery, fixtures, or equipment if the Issuer determines that such property, machinery, fixtures, or equipment are not needed for System purposes, or if the Issuer has made arrangements to replace the same or provide substitutes therefor.

(h) INSURANCE.

(1) That it will carry fire, casualty, public liability, and other insurance (including self-insurance to the extent deemed advisable by the Issuer) on the System for purposes and in amounts which ordinarily would be carried by a privately owned utility company owning and operating such facilities, except that the Issuer shall not be required to carry liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the Issuer's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practical, for the restoration of damaged or destroyed properties and equipment to minimize the interruption of the services of such facilities. All such policies shall be open to the inspection of the owners of the Parity Bonds and their representatives at all reasonable times.

(2) Upon the happening of any loss or damage covered by insurance from one or more of said causes, the Issuer shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the Issuer. The proceeds of insurance covering such property, together with any other funds necessary and available for such purpose, shall be used forthwith by the Issuer for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be used promptly as follows:

(a) for the redemption prior to maturity of the Parity Bonds and Additional Bonds, if any, ratably in the proportion that the outstanding principal of each Series or issue of Parity Bonds or Additional Bonds bears to the total outstanding principal of all Parity Bonds and Additional Bonds; provided that if on any such occasion the principal of any such Series or issue is not subject to redemption, it shall not be regarded as outstanding in making the foregoing computation; or

(b) if none of the outstanding Parity Bonds or Additional Bonds is subject to redemption, then for the purchase on the open market and retirement of said Parity Bonds and Additional Bonds, in the same proportion as prescribed in the foregoing clause (2), to the extent practicable; provided that the purchase price for any such Parity Bond or Additional Bond shall not exceed the redemption price of such Parity Bond or Additional Bond on the first date upon which it becomes subject to redemption; or

(c) to the extent that the foregoing clauses (a) and (b) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the Issuer, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (a) and/or (b) can be complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(i) RATE COVENANT. It will fix, establish, maintain, and collect such rentals, rates, charges, and fees for the use and availability of the System as are necessary to produce Gross Revenues sufficient, together with any other Pledged Revenues, (a) to pay all Operation and Maintenance Expenses, and (b) to make all payments and deposits required to be made into the Interest and Sinking Fund and to maintain the Reserve Fund and the Contingency Fund, when and as required by the resolutions authorizing all Parity Bonds and Additional Bonds.

(j) RECORDS. Proper books of records and account will be kept in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the System, the Pledged Revenues, and all Funds created pursuant to this Bond Resolution; and all books, documents, and vouchers relating thereto shall at all reasonable times be made available for inspection upon request of the owner of any Parity Bond.

(k) AUDITS. Each Fiscal Year while any of the Parity Bonds or Additional Bonds are outstanding, an audit will be made of its books and accounts relating to the System and the Pledged Revenues by an independent certified public accountant or an independent firm of certified public accountants. As soon as practicable after the close of each Fiscal Year, and when said audit has been completed and made available to the Issuer, a copy of such audit for the preceding Fiscal Year shall be mailed to any owner of any Parity Bond who shall so request in writing. Such annual audit reports shall be open to the inspection of the owners of the Parity Bonds and their agents and representatives at all reasonable times.

(l) GOVERNMENTAL AGENCIES. It will comply with all of the terms and conditions of any and all franchises and permits applicable to the System granted by any governmental agency, and all franchises, permits, and agreements applicable to the System and the Parity Bonds or Additional Bonds entered into between the Issuer and any governmental agency, and the Issuer will take all action necessary to enforce said terms and conditions; and the Issuer will obtain and keep in full force and effect all franchises, permits, and other requirements necessary with respect to the acquisition, construction, operation, and maintenance of the System.

(m) CONTRACT. It will comply with the terms and conditions of the Contract and will cause the City and others to comply with all of their obligations thereunder by all lawful means; and that the Contract will not be changed, rescinded, modified, or amended in any way which would have a materially adverse effect on the operation and maintenance of the System by the Issuer or the rights of owners of the Parity Bonds or Additional Bonds.

(n) ANNUAL BUDGET. The Issuer shall prepare and adopt an Annual Budget for the System for each Fiscal Year as required by the Contract.

Section 21. AMENDMENT OF RESOLUTION.

(a) The owners of Parity Bonds and Additional Bonds aggregating a majority in principal amount of the aggregate principal amount of then outstanding Parity Bonds and Additional Bonds shall have the right from time to time to approve any amendment to any resolution authorizing the issuance of any Parity Bonds or Additional Bonds, which may be deemed necessary or desirable by the Issuer, provided, however, that nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in said resolutions or in the Parity Bonds or Additional Bonds so as to:

- (1) Make any change in the maturity of the outstanding Parity Bonds or Additional Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Parity Bonds or Additional Bonds;
- (3) Reduce the amount of the principal payable on the outstanding Parity Bonds or Additional Bonds;
- (4) Modify the terms of payment of principal of or interest on the outstanding Parity Bonds or Additional Bonds, or impose any conditions with respect to such payment;
- (5) Affect the rights of the owners of less than all of the Parity Bonds and Additional Bonds then outstanding;
- (6) Change the minimum percentage of the principal amount of Parity Bonds and Additional Bonds necessary for consent to such amendment.

(b) If at any time the Issuer shall desire to amend a resolution under this Section, the Issuer shall cause notice of the proposed amendment to be published in a financial newspaper or journal published in The City of New York, New York, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file at the principal office of each Paying Agent/Registrar for the Parity Bonds and Additional Bonds, for inspection by all owners of Parity Bonds and Additional Bonds. Such publication is not required, however, if such notice in writing is given to the owner of each of the Parity Bonds and Additional Bonds.

(c) Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice the Issuer shall receive an instrument or instruments executed by the owners of at least a majority in aggregate principal amount of all Parity Bonds and Additional Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file as aforesaid, the Issuer may adopt the amendatory resolution in substantially the same form.

(d) Upon the adoption of any amendatory resolution pursuant to the provisions of this Section, the resolution being amended shall be deemed to be amended in accordance with the amendatory resolution, and the respective rights, duties, and obligations of the Issuer and all the owners of then outstanding Parity Bonds and Additional Bonds and all future Additional Parity Bonds shall thereafter be determined, exercised, and enforced hereunder, subject in all respects to such amendment.

(e) Any consent given by the owner of a Parity Bond or Additional Bonds pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided

for in this Section, and shall be conclusive and binding upon such owner and all future owners of the principal amount of such Parity Bond or Additional Bond and any bond issued in substitution and exchange therefor during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the owner who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent/Registrar for such Parity Bond or Additional Bond, and the Issuer, but such revocation shall not be effective if the owner of a majority in aggregate principal amount of then outstanding Parity Bonds and Additional Bonds as in this Section defined have, prior to the attempted revocation, consented to and approved the amendment.

(f) For the purpose of this Section, all matters relating to the ownership of Parity Bonds and Additional Bonds shall be determined from the Registration Books of the Issuer kept by the Paying/Registrar for such Parity Bonds and Additional Bonds.

Section 22. DEFEASANCE OF BONDS.

(a) Any Bond and the interest thereon shall be deemed to be paid, retired, and no longer outstanding (a "Defeased Bond") within the meaning of this Resolution, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Bond, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until all Defeased Bonds shall have become due and payable. At such time as a Bond shall be deemed to be a Defeased Bond hereunder, as aforesaid, such Bond and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the Pledged Revenues as provided in this Resolution, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Resolution to the contrary, it is hereby provided that any determination not to redeem Defeased Bonds that is made in conjunction with the payment arrangements specified in subsection 22(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer also be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Bonds and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of Defeased Bonds may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 22(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Bonds, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to discharge obligations such as the Bonds.

(d) Until all Defeased Bonds shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Bonds the same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Resolution.

(e) In the event that the Issuer elects to defease less than all of the principal amount of Bonds of a maturity, the Paying Agent/Registrar shall select, or cause to be selected, such amount of Bonds by such random method as it

deems fair and appropriate.

(f) The Authorized Officer may modify the securities that are eligible to be Defeasance Securities and any such modification shall be reflected in the Pricing Certificate.

Section 23. DAMAGED, MUTILATED, LOST, STOLEN OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen, or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing, and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen, or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen, or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Resolution equally and proportionately with any and all other Bonds duly issued under this Resolution.

(e) Authority for Issuing Replacement Bonds. In accordance with Subchapter B, Chapter 1206, Texas Government Code, this Section shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 4 of this Resolution for Bonds issued in conversion and exchange for other Bonds.

Section 24. COVENANTS REGARDING TAX-EXEMPTION.

(a) General Tax Covenants Regarding Tax Exemption of Interest on the Bonds. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(i) to take any action to assure that no more than 10 percent of the proceeds of the Bonds (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds are so used, that amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Resolution or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(ii) to take any action to assure that in the event that the "private business use" described in subsection (a) hereof exceeds 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(iii) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(iv) to refrain from taking any action which would otherwise result in the Bonds being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(v) to refrain from taking any action that would result in the Bonds being "federally guaranteed" within the meaning of section 149(b) of the Code;

(vi) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with --

(A) proceeds of the Bonds invested for a reasonable temporary period until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(vii) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(viii) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

In order to facilitate compliance with the above covenant (viii), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such Fund shall not be subject to the claim of any other person, including without limitation the bondholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such modification or expansion, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the

additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the General Manager of the Issuer to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. This Resolution is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

(b) Interest Earnings on Bond Proceeds. Interest earnings derived from the investment of proceeds from the sale of the Bonds shall be used along with other bond proceeds for the purpose for which the Bonds are issued, as set forth in Section 1 hereof; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Redemption Fund. It is further provided, however, that any interest earnings on bond proceeds which are required to be rebated to the United States of America pursuant to Section 24(a) hereof in order to prevent the Bonds from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

(c) Disposition of Project. The Issuer covenants that the property constituting the project financed with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest on the Bonds.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Resolution (the "Project") on its books and records in accordance with the requirements of the Internal Revenue Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Internal Revenue Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest on the Bonds.

Section 25. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, CUSIP NUMBERS, AND INSURANCE. The President of the Board of Directors of the Issuer and the Authorized Officer are hereby authorized to have control of the Bonds issued hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate on the Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on the Bonds. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds or on any Parity Bonds issued and delivered in conversion of and exchange or replacement of any Bond, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds. If insurance is obtained on any of the Bonds, the Bonds and all other Bonds shall bear an appropriate legend concerning insurance as provided by the insurer.

Section 26. FURTHER PROVISIONS AND PROCEDURES. The President, Vice President and Secretary of the Board of Directors of the Issuer, the General Manager and the Chief Financial Officer of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and

at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Letter of Representation with DTC regarding the Book-Entry Only System, the Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution, the Letter of Representation, the Bonds, the sale of the Bonds and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, the Letter of Representation is hereby incorporated herein and its provisions shall prevail over any other provisions of this Resolution in the event of conflict. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 27. CONTINUING DISCLOSURE OF INFORMATION.

(a) As used in this Section, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" means a: (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of the foregoing (a) and (b). The term Financial Obligation does not include any municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Pursuant to a Continuing Disclosure Agreement by and between the Issuer and the City, the Issuer and the City have undertaken for the benefit of the beneficial owners of the Bonds, to the extent set forth therein, to provide continuing disclosure of financial information and operating data with respect to the City in accordance with the Rule as promulgated by the SEC.

(c) Annual Reports.

The Authority will provide its audited financial statements with the MSRB through its EMMA system within six months after the end of the Authority's Fiscal Year. If audited financial statements are not available by the required time, the Authority will provide unaudited financial statements within the required time and audited financial statements when and if such audited financial statements become available. Any such financial statements will be prepared in accordance with generally accepted accounting principles in effect at the time or that the Authority may be required to employ from time to time pursuant to State law or regulation.

The Authority's Fiscal Year end is November 30. Accordingly, the Authority must provide updated information by May 31 in each year beginning with the Fiscal Year ending in 2023. If the Authority changes its Fiscal Year, the Authority will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the Authority otherwise would be required to provide financial statements pursuant to this Section.

(d) The Issuer shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the Issuer;

13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect Bondholders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

As used in clause 12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if jurisdiction has been assumed by leaving the Board and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(e) The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide information in accordance with subsections (c) and (d) of this Section by the time required by such subsection.

(f) The financial statements to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. All financial statements and notices required to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB.

Section 28. REPEAL OF CONFLICTING RESOLUTIONS. All resolutions and all parts of any resolutions which are in conflict or inconsistent with this Resolution are hereby repealed and shall be of no further force or effect to the extent of such conflict or inconsistency.

EXHIBIT A
FORM OF BOND

The form of the Bond, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached only to the Bonds initially issued and delivered pursuant to this Resolution, shall be, respectively, substantially as follows, with such appropriate variations, omissions, or insertions as are permitted or required by this Resolution and with the Bonds to be completed with information set forth in the Pricing Certificate. The Form of Bond as it appears in this Exhibit A shall be completed, amended and modified by Bond Counsel to incorporate the information set forth in the Pricing Certificate but it is not required for the Form of Bond to reproduced as an exhibit to the Pricing Certificate.

The "[]" in this section are intentional

NO. R-

UNITED STATES OF AMERICA
STATE OF TEXAS

PRINCIPAL
AMOUNT
\$ _____

TRINITY RIVER AUTHORITY OF TEXAS
HUNTSVILLE REGIONAL WATER SUPPLY SYSTEM
REVENUE BONDS, SERIES 2024

INTEREST RATE	DELIVERY DATE	MATURITY DATE	CUSIP NO.
	[]	[February][August] [1][15], _____	

REGISTERED OWNER: [_____]

PRINCIPAL AMOUNT: [_____] DOLLARS

ON THE MATURITY DATE specified above, the TRINITY RIVER AUTHORITY OF TEXAS (the "Issuer"), being a governmental agency, and body corporate and politic of the State of Texas, hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the principal amount set forth above, and to pay interest thereon from the Delivery Date as set forth above, on [] and semiannually thereafter on each February [] and August [] to the maturity date specified above, or the date of redemption prior to maturity, at the interest rate per annum specified above, calculated on the basis of a 360-day year composed of twelve 30-day months; except that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged or converted from is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full.

THE PRINCIPAL OF AND INTEREST ON this Bond are payable in lawful money of the United States of America, without exchange or collection charges. The principal of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity or upon the date fixed for its redemption prior to maturity, at the principal corporate trust office of [-], Dallas, Texas, which is the "Paying Agent/Registrar" for this Bond. The payment of interest on this Bond shall be made by the Paying Agent/Registrar to the registered owner hereof on each interest payment date by check or draft, dated as of such interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the Resolution authorizing the issuance of this Bond (the "Bond Resolution") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it

appeared on the [fifteenth][last] day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for redemption and payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date, interest payment date, and accrued interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Redemption Fund" created by the Bond Resolution, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

IF THE DATE for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND is one of a Series of Bonds dated [], authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$[], in order to (i) obtain funds to pay for the acquisition and construction of the Improvements for the Huntsville Regional Water Supply System; (ii) funding the Reserve Fund, if required; and (iii) pay costs of issuance of the Bonds.

ON [], or on any date thereafter, the Bonds of this Series may be redeemed prior to their scheduled maturities, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Bonds to be redeemed shall be selected and designated by the Issuer, at the redemption price of the principal amount, plus accrued interest to the date fixed for redemption.

AT LEAST THIRTY days prior to the date fixed for any redemption of Bonds or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, to the registered owner of each Bond to be redeemed at its address as it appeared on the day such notice of redemption is mailed and to major securities depositories, national bond rating agencies and bond information services; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Bond. By the date fixed for any such redemption, due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Bonds or portions thereof which are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Bonds or portions thereof which are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner, and in aggregate amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Bond Resolution.

IF AT THE TIME OF MAILING of notice of optional redemption there shall not have either been deposited with the Paying Agent/Registrar or legally authorized escrow agent immediately available funds sufficient

to redeem all the Bonds called for redemption, such notice must state that it is conditional, and is subject to the deposit of the redemption moneys with the Paying Agent/Registrar or legally authorized escrow agent at or prior to the redemption date, and such notice shall be of no effect unless such moneys are so deposited on or prior to the redemption date. If such redemption is not effectuated, the Paying Agent/Registrar shall give notice in the manner in which the notice of redemption was given that such moneys were not so received and shall rescind the redemption.

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, in the denomination of any integral multiple of \$5,000. As provided in the Bond Resolution, this Bond, or any unredeemed portion hereof, may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$5,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Resolution. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any integral multiple of \$5,000 to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or, (ii) with respect to any Bond or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Bonds is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Bond Resolution that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Bonds.

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, sold, and delivered; that all acts, conditions, and things required or proper to be performed, exist, and be done precedent to or in the authorization, issuance, and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond and other parity bonds, are special obligations of the Issuer payable from and secured by a first lien on and pledge of the "Pledged Revenues", as defined in the Bond Resolution, which include payments and amounts derived by the Issuer from the Contract (the "Trinity River Authority of Texas – Huntsville Regional Water Supply System Contract" dated June 25, 1997, as amended on February [], 2024 by the "Trinity River Authority of Texas - First Amendment - Huntsville Regional Water Supply System Contract") between the Issuer and the City.

THE ISSUER has reserved the right, subject to the restrictions stated or referred to in the Bond Resolution, to issue additional parity revenue bonds which also may be made payable from and secured by a first lien on and pledge of the aforesaid Pledged Revenues.

THE ISSUER also has reserved the right to amend the Bond Resolution with the approval of the owners of a majority in principal amount of all outstanding bonds secured by and payable from a first lien on and pledge of the aforesaid Pledged Revenues, subject to the restrictions stated in the Bond Resolution.

THE REGISTERED OWNER hereof shall never have the right to demand payment of this Bond or the

interest hereon from taxes or from any source whatsoever other than specified in the Bond Resolution.

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Resolution, agrees to be bound by such terms and provisions, acknowledges that the Bond Resolution is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Resolution constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be signed with the manual or facsimile signature of the President of the Board of Directors of the Issuer and countersigned with the manual or facsimile signature of the Secretary of the Board of Directors of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Bond.

Secretary, Board of Directors
Trinity River Authority of Texas

President, Board of Directors,
Trinity River Authority of Texas

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an executed Registration Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Bond has been issued under the provisions of the Bond Resolution described in the text of this Bond; and that this Bond has been issued in conversion or replacement of, or in exchange for, a bond, bonds, or a portion of a bond or bonds of a Series which originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated: _____.

[-]
Paying Agent/Registrar

By: _____
Authorized Representative

FORM OF ASSIGNMENT

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto:

Please insert Social Security or Taxpayer Identification Number of Transferee

Please print or type name and address, including zip code of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints: _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

FORM OF REGISTRATION CERTIFICATE OF
THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

COMPTROLLER'S REGISTRATION CERTIFICATE:

REGISTER NO. _____

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

(b) Insertions for the Initial Bond:

The initial Bond shall be in the form set forth in paragraph (a) of this Section, except that:

(i) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As shown below" and "CUSIP NO. ____" shall be deleted.

(ii) the first paragraph shall be deleted and the following will be inserted:

"TRINITY RIVER AUTHORITY OF TEXAS (the "Issuer"), being a governmental agency, and body corporate and politic of the State of Texas, hereby promises to pay to the Registered Owner specified above, or registered assigns (hereinafter called the "Registered Owner"), on the Maturity Dates, in the Principal Amounts and bearing interest at the per annum rates set forth in the following schedule:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
[]	[]	[]

The Issuer promises to pay interest on the unpaid principal amount hereof (calculated on the basis of a 360-day year of twelve 30-day months) from the Delivery Date at the respective Interest Rate per annum specified above. Interest is payable on [], and on each February [] and August [] thereafter to the date of payment of the principal installment specified above, or the date of redemption prior to maturity; except, that if this Bond is required to be authenticated and the date of its authentication is later than the first Record Date (hereinafter defined), such principal amount shall bear interest from the interest payment date next preceding the date of authentication, unless such date of authentication is after any Record Date but on or before the next following interest payment date, in which case such principal amount shall bear interest from such next following interest payment date; provided, however, that if on the date of authentication hereof the interest on the Bond or Bonds, if any, for which this Bond is being exchanged is due but has not been paid, then this Bond shall bear interest from the date to which such interest has been paid in full."

(iii) The initial Bond shall be numbered "T-1."



CITY COUNCIL AGENDA

2/20/2024

Agenda Item Number: 6.a.

Agenda Item: City Council will convene in closed session as authorized by Texas Government Code, Chapter 551, Section 551.071 to receive legal advice on Cause No. 2230703, City of Huntsville vs. Architects Design Group/ADG, Inc. in the 278th District Court, Walker County, Texas.

Initiating Department/Presenter: City Attorney

Presenter:

Leonard Schneider, City Attorney

Recommended Motion: Not Applicable

Strategic Initiative:

Discussion:

Previous Council Action:

Financial Implications:

Approvals:

Leonard Schneider

Sam Masiel

Aron Kulhavy

Kristy Doll

Associated Information: