



**CITY OF GRAND PRAIRIE
PUBLIC SAFETY, HEALTH, AND ENVIRONMENT
COMMITTEE
COUNCIL BRIEFING ROOM
MONDAY, DECEMBER 04, 2023 AT 3:00 PM**

AGENDA

The meeting will be held at City Hall Council Briefing Room, 300 W. Main St, Grand Prairie, Texas, and a quorum of the committee or the presiding member will be physically present. Some members may participate remotely via video conference.

CALL TO ORDER

CONSENT AGENDA

Citizens may speak for five minutes on any item on the agenda by completing and submitting a speaker card.

1. Minutes of November 6, 2023, Public Safety, Health, and Environment Committee Meetings
2. Annual Contract for cleaning and chemical supplies for the Police Department's Detention Center from State Industrial Products through a Master Cooperative Agreement with The Interlocal Purchasing System (TIPS). This contract will be for one fifteen-month term up to \$31,250, with the option to renew for one additional one-year period to align with the cooperative agreement's expiration date, totaling \$62,500
3. An Ordinance Amending Ordinance 11416-2023 to clarify the number of authorized positions in each civil service classification of the Grand Prairie Police Department, repealing all conflicting ordinances, and providing an effective date
4. Annual Contract for a PoliceOne Academy subscription for online training from Lexipol, LLC, through a Master Cooperative Agreement with Sourcewell, in the amount of \$17,414.40 for the first year, with an option to renew for two additional one-year periods up to the amount of \$20,000 each, totaling \$57,414.40, if all extensions are exercised

INDIVIDUAL CONSIDERATION

5. Purchase of one truck chassis with a Traffic Management Attenuator from Bruckner Truck Sales via Gulf Highway Equipment in the amount of \$199,636.90 through a national cooperative agreement with Houston Galveston Area Council (HGAC)
6. Professional Engineering Services Contract in the amount of \$112,458.50 with CMJ Engineering, Inc. for owner construction materials testing services for the Fire Station 6 Renovations and New Emergency Operations Center construction projects
7. Annual contract of Police Department scheduling software from InTime Solutions. This agreement will be for one year, with the option to renew for four additional one-year periods, at a cost of \$32,714 annually, totaling \$163,570

8. Contract Amendment 03 with 720 Design, Inc. in the amount of \$132,400 for inclusion of the exterior design renovations associated with the Memorial Library entry lobby into the overall Phase 2 work
9. Ordinance amending the Fiscal Year 2023-2024 IT CIP Fund and Pooled Investment Fund budgets for the engineering/construction of radio tower site, applicable equipment, and licensing for Public Safety Infrastructure from Motorola Solutions in the amount of \$4,700,569.00

EXECUTIVE SESSION

The Public Safety, Health, and Environment Committee may conduct a closed session pursuant to Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss any of the following:

- (1) Section 551.071 “Consultation with Attorney”
- (2) Section 551.072 “Deliberation Regarding Real Property”
- (3) Section 551.074 “Personnel Matters”
- (4) Section 551.087 “Deliberations Regarding Economic Development Negotiations.”

CITIZEN COMMENTS

Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by completing and submitting a speaker card. The views expressed during Citizen Comments are the views of the speaker, and not the City of Grand Prairie or City Council. Council Members are not able to respond to Citizen Comments under state law.

ADJOURNMENT

The Grand Prairie City Hall is accessible to people with disabilities. If you need assistance in participating in this meeting due to a disability as defined under the ADA, please call 972-237-8035 or email GPCitySecretary@gptx.org at least three (3) business days prior to the scheduled meeting to request an accommodation.

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the Public Safety, Health, and Environment Committee agenda was prepared and posted on December 1, 2023.



Candis Jones, Assistant City Secretary



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 12/04/2023

PRESENTER: Jorja Clemson, Chairwoman

TITLE: Minutes of November 6, 2023, Public Safety, Health, and Environment Committee Meetings

REVIEWING COMMITTEE: (Reviewed by the Public Safety, Health, and Environment Committee on 12/04/2023)



**CITY OF GRAND PRAIRIE
PUBLIC SAFETY, HEALTH, AND ENVIRONMENT
COMMITTEE
COUNCIL BRIEFING ROOM
MONDAY, NOVEMBER 06, 2023 AT 3:00 PM**

MINUTES

CALL TO ORDER

Chairwoman Clemson called the meeting to order at 3:00 p.m.

PRESENT

Chairwoman Jorja Clemson
Council Member Jacquin Headen
Council Member Bessye Adams

STAFF PRESENTATIONS

1. Generator Winter Weather Plan

Ray Riedinger, Facility Services Manager, and Jason Ramirez, General Services Director presented to the Committee an update regarding Facility Services now having five mobile generators that can be deployed to facilities with docking stations. The following facilities have been chosen for the deployment of mobile generators: Charlie Taylor Recreation Center, Dalworth Recreation Center, Veterans Park Event Center, and Betty Warmack Library. These facilities will work closely with the City Manager's Office and Emergency Management to ensure the smooth deployment of the generators. In case of inclement weather, the Facility Services will implement the Extreme Cold Weather Preparedness Plan, which includes annual load testing of backup generators, inspecting automatic transfer switches, preparing buildings, verifying HVAC units, covering external exterior hose connections, and using ice melt at main entrances/exits of city facilities. There are a total of twenty-eight stationary and five mobile units available, all of which run on diesel. Additionally, Ray also let the Council know the approximate time before refueling the mobile units is approximately two and a half days. Council Member Adams expressed her concern about the residents who live in the south of the bridge. Ray confirmed that there are ongoing discussions about the best way to address this situation. Currently, all generators are located at City-owned facilities, and Fire Station Seven is the nearest available place. Council Member Headen mentioned that the new recreation center that was being built in the southern area should be considered to receive a permanent generator as well hopefully.

INDIVIDUAL CONSIDERATION

Citizens may speak for five minutes on any item on the agenda by completing and submitting a speaker card.

2. Minutes of October 9, 2023, Public Safety, Health and Environment Committee Meetings

Motion to recommend approval to City Council by Council Member Headen, Seconded by Council Member Adams. Voting Yea: Chairwoman Clemson, Council Member Headen, Council Member Adams. The motion carried unanimously.

- 3. Authorize the City Manager to accept a Routine Airport Maintenance Program (RAMP) Grant from the Texas Department of Transportation Aviation Division (TxDOT-Aviation) which provides matching funds of 90% state and 10% of City expenditures for airport maintenance up to \$111,111.11**

Mark Divita, the City Municipal Airport Director, shared details about the Routine Airport Maintenance Program (RAMP) Grant offered by the Texas Department of Transportation Aviation Division. The grant program provides post-expenditure reimbursement funding for specific maintenance items, covering 90% of the cost. For Fiscal Year 2024, the airport has received a grant offer of up to \$111,111.11 in expenditures, with the city covering \$11,111.11 and TxDOT-Aviation covering \$100,000. The maintenance items included in the scope of work are pavement improvements, markings, airport guidance signs, security improvements, weather station maintenance, and other maintenance needs of the airport. All necessary local and state procurement laws will be followed for the various RAMP purchases and service agreements.

Motion to recommend approval to City Council by Council Member Adam, Seconded by Council Member Headen. Voting Yea: Chairwoman Clemson, Council Member Headen, Council Member Adams. The motion carried unanimously.

- 4. Annual Contract for GPS tracker and bait car equipment from CovertTrack Group, Inc., through a national cooperative agreement with Government Services Administration Advantage (GSA Advantage), for \$11,986.34 for the first year, with an option to renew for four additional one-year periods of an amount up to \$20,000 each, totaling \$91,986.34, if all extensions are exercised**

Deputy Police Chief Brad Leonard discussed the services provided by CovertTrack Group, Inc. to the Police Department. The company offers tracking services, airtime, and equipment for the department's GPS bait car tracking units. The department has been using these products and services for several years, and as the current contract is expiring, they are seeking a new contract to continue operating their bait car program. Chief Leonard explained that local governments have the authority to participate in a cooperative purchasing program with other local governments or cooperative organizations, as per Chapter 271.102 of the Local Government Code. This means that instead of going through a competitive bidding process, items and services can be purchased through these agreements as they have already been bid by the sponsoring entity or agency. Furthermore, Chief Leonard clarified for the Council the purpose of a bait vehicle and the reason why the cost may fluctuate due to vehicle maintenance repair, or the vehicle being totaled.

Motion to recommend approval to City Council by Council Member Headen, Seconded by Council Member Adams. Voting Yea: Chairwoman Clemson, Council Member Headen, Council Member Adams. The motion carried unanimously.

- 5. Annual Contract for Facial Recognition Software from Clearview AI. This agreement will be for \$37,119 for the first year, with the option to renew for four additional one-year periods at \$36,619 annually thereafter; totaling \$183,595**

Ryan Simpson, Assistant Director of Police, presented information about the Police Department's use of facial recognition software. The department has been using NEC Corporation of America's software since 2018, which has been helpful in their investigations. However, as their contract expired, they recently solicited bids for a more advanced product that could provide better facial recognition accuracy from videos and photos. They also wanted a product that could utilize advanced algorithms to search social media platforms, mugshots, news sites, and more. The Police Department's Criminal Investigations Division heavily relies on this technology to assist them in developing leads and further investigations on active criminal cases, mainly those that involve Class B Misdemeanor or higher offenses such as murder, robbery, and assault. During the meeting, Ryan confirmed to Council Member Headen that the software will grant access to updated driver's license photos and current mugshots.

Motion to recommend approval to City Council by Council Member Adams, Seconded by Council Member Headen. Voting Yea: Chairwoman Clemson, Council Member Headen, Council Member Adams. The motion carried unanimously.

EXECUTIVE SESSION

The Public Safety, Health, and Environment Committee may conduct a closed session under Chapter 551, Subchapter D of the Government Code, V.T.C.A., to discuss any of the following:

- (1) Section 551.071 "Consultation with Attorney"*
- (2) Section 551.072 "Deliberation Regarding Real Property"*
- (3) Section 551.074 "Personnel Matters"*
- (4) Section 551.087 "Deliberations Regarding Economic Development Negotiations."*

CITIZEN COMMENTS

Citizens may speak during Citizen Comments for up to five minutes on any item not on the agenda by completing and submitting a speaker card.

ADJOURNMENT

Adjourn at 3:23 p.m.

Certification

In accordance with Chapter 551, Subchapter C of the Government Code, V.T.C.A, the Public Safety, Health, and Environment Committee agenda was prepared and posted on November 3, 2023.

Jorja Clemson, Chairwoman



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 12/04/2023

PRESENTER: Ryan Simpson, Assistant Director of Police

TITLE: Annual Contract for cleaning and chemical supplies for the Police Department’s Detention Center from State Industrial Products through a Master Cooperative Agreement with The Interlocal Purchasing System (TIPS). This contract will be for one fifteen-month term up to \$31,250, with the option to renew for one additional one-year period to align with the cooperative agreement’s expiration date, totaling \$62,500

REVIEWING COMMITTEE: (Reviewed by the Public Safety, Health, and Environment Committee on 12/04/2023)

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
State Industrial Products	\$31,250 for the initial 15-month term, and one additional one-year term	\$62,500

PURPOSE OF REQUEST:

The operation and maintenance of the Police Department’s Detention Center requires the daily use of cleaning chemicals and supplies. The Police Department seeks approval to purchase these necessary cleaning chemicals and supplies on an as-needed basis from State Industrial Products.

Chapter 271.102 of the Local Government Code authorizes local governments to participate in a cooperative purchasing program with another local government or local cooperative organization. In lieu of competitive bidding, items and services may be purchased through such agreements as the agreements have already been bid by the sponsoring entity or agency. The City of Grand Prairie has master inter-local cooperative agreements with various entities including The Interlocal Purchasing System (TIPS).

EXPENDITURE HISTORY:

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<i>FY 2021</i>	\$17,998.65	N/A	
<i>FY 2022</i>	\$17,974.10	N/A	
<i>FY 2023</i>	\$18,337.21	N/A	
TOTAL:	\$54,309.96		

PROCUREMENT DETAILS:

Procurement Method: Cooperative – TIPS

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	General Fund
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**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 12/04/2023

PRESENTER: Ryan Simpson, Assistant Director of Police

TITLE: An Ordinance Amending Ordinance 11416-2023 to Clarify the Number of Authorized Positions in Each Civil Service Classification of the Grand Prairie Police Department, Repealing All Conflicting Ordinances, and Providing an Effective Date

REVIEWING COMMITTEE: (Reviewed by the Public Safety, Health, and Environment Committee on 12/04/2023)

PURPOSE OF REQUEST:

The City of Grand Prairie has established a Police Department to provide the citizens of Grand Prairie with a first-class public safety response to police emergencies and calls for service, based on a Community Policing philosophy.

Civil Service rules require the governing body to designate the number and classification of authorized civil service positions within the Police Department. On July 12, 2022, City Council passed Ordinance 11231-2022 amending Ordinance 11200-2022 to eliminate a Police Officer position and create an Assistant Chief position. On September 19, 2023, through Ordinance 11416-2023, City Council created four Police Officer positions and one Sergeant position. The intent of Ordinance 11416-2023 was to amend the most current classification ordinance (Ord. 11231-2022), however, it erroneously cited the staffing numbers in Ordinance 11200-2022, rather than the current staffing numbers listed in Ordinance 11231-2022. The proposed ordinance restates the intent of the most recent classification ordinance amendments and clarifies the number of officers in each classification as intended by City Council and authorized during the 2024 budget process.

FINANCIAL CONSIDERATION:

All classified Civil Service positions in the Police Department are funded in the approved FY 2024 General Fund and Community Policing Fund budgets.

BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING ORDINANCE 11416-2023 TO CLARIFY THE NUMBER OF AUTHORIZED POSITIONS IN EACH

CLASSIFICATION OF THE GRAND PRAIRIE POLICE DEPARTMENT, REPEALING ALL CONFLICTING ORDINANCES, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Grand Prairie has established a Police Department to provide the citizens of Grand Prairie a first-class public safety response to police emergencies and calls for service based on a Community Policing philosophy; and

WHEREAS, on July 12, 2022, the Grand Prairie City Council passed Ordinance 11231-2022 to eliminate or abolish one (1) Police Officer position and create one (1) additional Assistant Chief position; and

WHEREAS, on September 19, 2023, the Grand Prairie City Council passed Ordinance 11416-2023 to create four (4) additional Police Officer positions and one (1) additional Sergeant position; and

WHEREAS, at the time of the passage of Ordinance 11416-2023, it was City Council's intent to amend the most recent classification ordinance (Ordinance 11231-2022) and establish the number of authorized positions and classifications within the police department to align with the approved budget and consist of 305 authorized Civil Service Police sworn positions, including two-hundred and fifty-three (256) Police Officers; thirty-three (33) Sergeants; nine (9) Lieutenants; three (3) Deputy Chiefs; three (3) Assistant Chiefs; and one (1) Chief of Police;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS THAT:

SECTION 1. Ordinance 11416-2023 is hereby amended to reflect the following:

- a. Ordinance 11416-2023 is an amendment to Ordinance 11231-2022 as opposed to Ordinance 11200-2022, and
- b. The authorized sworn positions and classifications as of September 18, 2023 provided in the "whereas clause" shall reflect the number of authorized sworn positions and classifications authorized by Ordinance 11231-2022, and
- c. The total authorized sworn police department positions of 305, consists of 256 Police Officers, 33 Sergeants, 9 Lieutenants, 3 Deputy Chiefs, 3 Assistant Chiefs, and 1 Chief of Police.

SECTION 2. Except as amended by Section 1 of this ordinance, Ordinance 11416-2023 shall remain unchanged.

SECTION 3. This ordinance shall be in full force and effect from and after its passage, approval and publication and it is accordingly so ordained.

SECTION 4. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 12TH DAY OF DECEMBER 2023.



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 12/05/2023

PRESENTER: Cathy Patrick, Chief Financial Officer

TITLE: Annual Contract for a PoliceOne Academy subscription for online training from Lexipol, LLC, through a Master Cooperative Agreement with Sourcewell, in the amount of \$17,414.40 for the first year, with an option to renew for two additional one-year periods up to the amount of \$20,000 each, totaling \$57,414.40, if all extensions are exercised

REVIEWING COMMITTEE: (Reviewed by the Public Safety, Health and Environment Committee on 12/04/2023)

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
Lexipol, LLC	\$17,414.40 for the first year; with the option to renew for two additional one-year periods (up to \$20,000 each)	\$57,414.40

PURPOSE OF REQUEST:

Lexipol has been utilized by the city since 2018 for online training modules for basic peace officer courses for the Police department. The Fire department will be purchasing licensing for their commissioned peace officers.

State purchasing laws, Government Code, Chapter 271.102 authorize local governments to enter into joint contacts and cooperative agreements for the performance of governmental functions normally associated with the operation of government such as purchasing necessary materials and supplies.

The City approved a Master Cooperative Agreement with Sourcewell whereby the City could make use of all that entity's agreement(s).

FUNDING HISTORY (2 to 3 yrs. info):

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<i>FY2021:</i>	\$27,223.00	9/7/21	
<i>FY2022:</i>	\$12,972.28	9/7/21	
<i>FY2023:</i>	\$35,544.06	9/7/21	

PROCUREMENT DETAILS:

Procurement Method: Cooperative - Sourcewell

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	General Fund & Community Policing Fund
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CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 12/12/2023
PRESENTER: Robert Fite, Fire Chief, Fire Department
TITLE: Purchase of one truck chassis with a Traffic Management Attenuator from Bruckner Truck Sales via Gulf Highway Equipment in the amount of \$199,636.90 through a national cooperative agreement with Houston Galveston Area Council (HGAC)
REVIEWING COMMITTEE: (Reviewed by the Public Safety, Health, and Environment Committee on 12/04/2023)

SUMMARY:

The fire department will deploy a TMA-mounted blocker apparatus for Fire Station 11 to keep fire, police, and public works personnel safe on Highways 360 and 287. This purchase has a significant lead time to obtain the chassis and be in service by the time Fire Station 11 opens. Gulf Highway is the only vendor that can provide the TMA that matches our current fleet and is interchangeable when we incur a crash.

Table with 3 columns: Vendor Name, Annual Cost, Total Cost. Row 1: Gulf Highway Equipment, \$199,636.90, \$199,636.90

PROCUREMENT DETAILS:

Procurement Method: [X] Cooperative – HGAC

FINANCIAL CONSIDERATION:

Table with 2 columns: Budgeted? [], Fund Name: Fire-State Supplemental Fund

ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- Truck order
2- Sole source for TMA
3- Sole source for installation
4- Picture of proposed

GULF HIGHWAY EQUIPMENT

6000 GARDEN ST
 Haltom City, TX. 76117
 Phone: 682-708-8721 Fax: 000- -

ESTIMATE	Item 5.
005251	

Estimate for Services

Estimate Date : 11/8/2023

City of Grand Prairie - John Stevenson
 1821 S Hwy 161
 Grand Prairie, TX 75052
 Home: 817-946-7502

0 -
 Lic # : - Odom. In: 0
 VIN # :

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
Mack MD 6 chassis	1.00	91,280.00	91,280.00	Labor	70.00	9,450.00
<i>CHASSIS-MACK</i>				Install on spots	10.00	1,350.00
Factory paint chassis RED black wheels	1.00	1,200.00	1,200.00	HGAC contract number HT 06-20 thru Bruckner Mack		
<i>RED</i>				Chassis lead time approximate 6 months once order is placed		
TMA BODY - Standard TMA Body	1.00	64,938.90	64,938.90			
<i>TMA BODY</i>						
18ft HD Steel Flat Bed	1.00	0.00	0.00			
<i>FLAT BED 18 -#</i>						
Swing gate doors black frame red solid inserts	1.00	0.00	0.00			
<i>ACCESSORY-1</i>						
Scorpion II Model "C", TL-3 TMA (MASH)	1.00	0.00	0.00			
<i>TMA(2) SERIAL#</i>						
IN LINE FUSE HOLDER	1.00	0.00	0.00			
<i>MISC. IN LINE FUSE</i>						
VERTICAL ARROW BOARD LIFT	1.00	0.00	0.00			
<i>GHE:VERTICAL LIFT</i>						
Whelen core in cab controls, dim able lights	1.00	0.00	0.00			
<i>whelen</i>						
48x96 25 bulb arrow board wanco skid unit mounted over pass thru box	1.00	0.00	0.00			
<i>WC # 25 bulb 48x96</i>						
CUSTOM OPTIONS - Customer Selected Options as Follows:	1.00	29,125.00	29,125.00			
<i>CUSTOM OPT</i>						
mount siren and speaker in front bumper	1.00	0.00	0.00			
<i>GHE-BUMPER</i>						
(2) 100w Front Bumper Speakers	1.00	0.00	0.00			
(1) 295 Siren with controls	1.00	0.00	0.00			
<i>WHELEN-SIREN</i>						
1 charger, battery, 12 amp, Auto Charge 1000, with status center, with black auto eject cover	1.00	0.00	0.00			
<i>KussmaulCharger</i>						
D RINGS ON DECK: (4) EACH SIDE, EQUALLY SPACED flush mount style	8.00	0.00	0.00			
<i>D-RINGS</i>						
Tool Box On-Bed 4FTx6FTx8FT BOX (black) - pass through w/ roll up doors & LED lights (at headache rack)	1.00	0.00	0.00			
<i>CUSTOM STORAGE</i>						
SIDE LIFT GATE -Drv side tuck away design	1.00	0.00	0.00			

GULF HIGHWAY EQUIPMENT

6000 GARDEN ST
 Haltom City, TX. 76117
 Phone: 682-708-8721 Fax: 000- -

ESTIMATE Item 5.
005251

Estimate for Services

Estimate Date : 11/8/2023

City of Grand Prairie - John Stevenson
 1821 S Hwy 161
 Grand Prairie, TX 75052
 Home: 817-946-7502

0 -
 Lic # : - Odom. In: 0
 VIN # :

Part Description / Number	Qty	Sale	Ext	Labor Description	Hours	Extended
<i>GHE:ACC.</i>						
6 inch black reflective sheeting down sides <i>sheeting</i>	1.00	0.00	0.00			
5-channel 1080p Mobile NVR that combines solid-state storage, GPS, inertia sensor, and options such as Remote Live View over 4G LTE and WIFI data transfer. 5 camera 2 rear 1 front 1 facing AB <i>10086</i>	1.00	0.00	0.00			
Whelen MJ4 LED 4" Lights <i>WHELEN-MJ4</i>	10.00	0.00	0.00			
Whelen MJ6 LED 6" Lights <i>WHELEN-MJ6</i>	4.00	0.00	0.00			
Whelen PAR36 LED <i>WHELEN-PAR36</i>	4.00	0.00	0.00			
Whelen Freedom 60" LED Lightbar w/ Opticom lights heads front only Colors TBD <i>WHELEN-LB60</i>	1.00	0.00	0.00			
deck mounted work lights light up flatbed and inside pass thru box <i>lights</i>	6.00	0.00	0.00			
ONSPOT CHAINS <i>onspot chains</i>	1.00	2,293.00	2,293.00			

Parts/Supplies: 188,836.90 Labor: 10,800.00 Total : \$ 199,636.90

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and /or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. SMOG: I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right.

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within ___days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts _____. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Signature _____ Date _____ Time _____

**TraFFix
Devices Inc.**



Item 5.

10/2/2020

City of Grand Prairie, Texas;

The TraFFix Devices Scorpion Metro Truck Mounted Attenuator (TMA) is a MASH Test Level 2+ attenuator tested at, and rated for, roadway speeds of up to 50mph. The TraFFix Devices Metro is the only TMA in its category that is a 50mph device.

The MASH test standard is the current Federal Highway Administration (FHWA) test standard.

The Scorpion Metro is a “buy America” compliant device.

Sincerely,

Geoff Maus
Vice President of Engineering
TraFFix Devices

160 Ave. La Pata
San Clemente, California 92673
(949) 361-5663
FAX (949) 361-9205
www.traffixdevices.com

**TraFFix
Devices Inc.**



Item 5.

10/2/2020

To whom it may concern;

The structural aspect of installation of Scorpion TMA is unique for Fire Engine installation, and special training is required to perform this function safely. TraFFix Devices has one Distributor who has completed factory training on the structural modification and installation of a Scorpion TMA on a Fire Engine. That distributor is Gulf Highway Equipment in Haltom City, Texas.

Sincerely,

Geoff Maus
Vice President of Engineering
TraFFix Devices

160 Ave. La Pata
San Clemente, California 92673
(949) 361-5663
FAX (949) 361-9205
www.traffixdevices.com





**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 12/04/2023

PRESENTER: Andy Henning, Director of Design + Construction

TITLE: Professional Engineering Services Contract in the amount of \$112,458.50 with CMJ Engineering, Inc. for owner construction materials testing services for the Fire Station 6 Renovations and New Emergency Operations Center construction projects

REVIEWING COMMITTEE: (Reviewed by the Public Safety, Health and Environment Committee on 12/04/2023)

SUMMARY:

<i>Vendor Name</i>	<i>Total Cost</i>
CMJ Engineering, Inc.	\$112,458.50

PURPOSE OF REQUEST:

Approval of a Professional Engineering Services Contract in the amount of \$112,458.50 with CMJ Engineering, Inc. (CMJ) for independent third-party owner construction materials testing services for the Fire Station 6 Renovations and New Emergency Operations Center construction projects.

With the initial site geotechnical investigations and reports having been delivered by CMJ, maintaining consistency throughout the project by engagement of CMJ Engineering for construction testing will be critical to overall project quality. CMJ’s detailed knowledge of the soil conditions associated with the Fire Station 6 and Emergency Operations Center project sites will serve as an invaluable resource when challenging construction conditions are encountered.

PROCUREMENT DETAILS:

Procurement Method: Professional Services

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Fire CIP Fund
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ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- EOC Estimate
- 2- Fire Station #6 Estimate

Estimate No. 23-184
November 20, 2023

City of Grand Prairie
Attn: Mr. Andrew C. Henning
City Hall East
300 West Main Street
Grand Prairie, Texas 75050
email: ahenning@gptx.org

**ESTIMATE
CONSTRUCTION MATERIALS TESTING SERVICES FOR
EMERGENCY OPERATIONS CENTER
1790 ROBINSON ROAD
GRAND PRAIRIE, TEXAS**

Dear Mr. Henning,

We are pleased to submit this estimate for providing construction materials engineering services on the above referenced project. **We understand we have been selected to provide these services based on our qualifications.**

Estimate - Defined

This is an ESTIMATE and should in no way be considered a lump sum proposal. CMJ will only bill for actual services performed. Services performed beyond the estimated items and quantities may exceed the estimated testing budget. Fewer services performed than estimated may be lower the estimated testing budget.

The total testing cost is dependent upon the contractor's means and methods, such as the size of areas/amount of items ready for testing per site visit, size/rate of concrete placements, method of masonry grouting (once per day or several times per day, pumping or hand placement), etc. As the contractor typically schedules our services, the actual number of site visits required are beyond our control. Based on our experience, we have made assumptions as to the means and methods the individual contractors may choose to follow.

Scope of Work

Our scope of service is based on our review of the project plans and specifications. We propose to service this project on a call out, as-needed basis. **All same-day service requests will be charged the greater of either \$270 or our actual rescheduling costs based on the project's unit fees, for each site visit performed. Service requests may be made Monday through Friday 7:00 am to 5:00 pm and should be received 24-hours in advance but no later than 3:00 PM of the day prior to service. CMJ will make every effort to service same day service requests but cannot guarantee your request will be serviced without the required prior notice.**

Earthwork

Laboratory testing of existing subgrade, backfill and stabilized pavement subgrade materials; in-place moisture/density testing of same. In-place sieve analysis of stabilized pavement subgrade.

Drilled Piers

On site verification of initial pier start by a Project Manager or if required, a Geotechnical Engineer. Full time excavation observation, reinforcing steel observation, and concrete testing and observation. Post installation verification of pier reports by project management staff. Based on our review of the project geotechnical report we anticipate that the piers will be installed in dry subsurface conditions and have proposed the use of a Drilled Pier Engineering Technician. If wet drilling conditions are encountered requiring the use of temporary casing, rapid concrete placement due to ground water seepage, underwater drilling techniques, or water encountered at belled pier founding elevations, we will use a Senior Pier Specialist Engineering Technician billed at the rate as shown on our enclosed budget attachment.

Cast-In-Place Concrete

Pre- and post-concrete placement reinforcing steel observation. On-site placement observation and testing to include slump, temperature, entrained air content, and the molding of test cylinders. Laboratory curing and testing of cylinders.

Masonry

Perform weekly general structural masonry construction observations (Periodic), proportion verification of site-mixed mortar and grout, full-time structural grout placement observation and site casting of structural grout prisms for laboratory curing and compressive strength testing as required by the IBC Code and project requirements.

Structural Steel Observation

On-site visual observation and testing of field welded and bolted connections by AWS Certified Welding Inspector. On-site ultrasonic testing of full-penetration welds by ANSI Certified Non-Destructive testing technician as required.

Project Budget

Based upon our understanding of the project specifications, our unit fees and estimated quantities for this project will be as stated on the budget attachment.

All fees for services performed which do not appear on the budget attachment will be based on our standard fee schedule. The final charges will be a function of the total services performed. All charges for laboratory services are F.O.B. our laboratory. **All same-day service requests will be charged the greater of either \$270 or our actual rescheduling costs based on the project's unit fees, for each site visit performed.**

The prices provided in the attached fee schedule will remain valid for forty-five (45) days from the date on this estimate, or for one year from that date if our services for this project are started within the forty-five (45) day period. Invoices will be submitted for these services on a monthly basis. These will be due and payable upon receipt. **CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.**

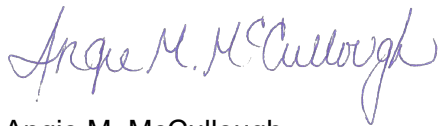
City of Grand Prairie
Emergency Operations Center
Grand Prairie, Texas
Page 3

Estimate No. 23-184
November 20, 2023

Closing

CMJ Engineering, Inc. appreciates the opportunity to submit this estimate. We have included the attached unit fees that correspond to our understanding of the required work scope that will be required of CMJ Engineering. Feel free to call us if you have any questions regarding our services or estimate. Following your authorization, we are ready to begin work and look forward to providing you with our services.

Respectfully,
CMJ ENGINEERING, INC.



Angie M. McCullough
Vice President



Greg Lester S.E.T.
Senior Project Manager

**ESTIMATE
 CONSTRUCTION MATERIALS TESTING SERVICES FOR
 EMERGENCY OPERATIONS CENTER
 1790 ROBINSON ROAD
 GRAND PRAIRIE, TEXAS**

<u>DESCRIPTION</u>	<u>NO</u>	<u>FEE</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>Earthwork</u>				
Moisture/Density Relations (ASTM D698)	7	\$ 197.00	each	\$ 1,379.00
Oversize Rock Correction (ASTM D4718)	0	\$ 147.00	each	\$ -
Liquid & Plastic Limit (ASTM D4318-B)	7	\$ 69.00	each	\$ 483.00
Laboratory Sieve Analysis (ASTM C117, D1140)	5	\$ 78.00	each	\$ 390.00
Laboratory Sieve Analysis (ASTM C136)	7	\$ 94.00	each	\$ 658.00
Earthwork Observation/Testing Including all Non-Test Pit				
In-Place Moisture/Density Testing by ASTM D6938 (Min. 4 Hours/Trip)	160	\$ 81.50	hour	\$ 13,040.00
Additional Fee-Test Pit In-Place Moisture/Density Testing	0	\$ 17.00	each	\$ -
Nuclear Density Gauge Fee (Daily)	17	\$ 51.00	each	\$ 867.00
Vehicle Trip Charge	23	\$ 67.50	trip	\$ 1,552.50
Estimated Total for Earthwork Services:				\$ 18,369.50
<u>Pier Observation</u>				
Concrete Test Cylinders (ASTM C31/39 - 4" x 8" - Min. 5/Set)	40	\$ 24.00	each	\$ 960.00
Engineering Technician (Min. 4 Hours/Trip)	88	\$ 81.50	hour	\$ 7,172.00
Senior Pier Specialist (Min. 4 Hours/Trip)	0	\$ 94.00	hour	\$ -
Project Management	7	\$ 107.50	hour	\$ 752.50
Senior Geotechnical Engineer (1.0 Hour Min. Charge)	0	\$ 160.00	hour	\$ -
Cylinder Pick Up	2	\$ 169.50	each	\$ 339.00
Vehicle Trip Charge	14	\$ 67.50	trip	\$ 945.00
Estimated Total for Pier Observation Services:				\$ 10,168.50
<u>Concrete Observation/Testing</u>				
Concrete Test Cylinders (ASTM C31/39 - 4" x 8" - Min. 5/Set)	90	\$ 24.00	each	\$ 2,160.00
Concrete Testing Technician (Min. 3 hours/trip)	114	\$ 56.50	hour	\$ 6,441.00
Reinforcing Steel Observation without Testing (Min. 3 Hours/Trip)	27	\$ 76.00	hour	\$ 2,052.00
Cylinder Pick Up	10	\$ 169.50	each	\$ 1,695.00
Vehicle Trip Charge	38	\$ 67.50	trip	\$ 2,565.00
Estimated Total for Concrete Observation/Testing Services:				\$ 14,913.00
<u>Masonry Testing</u>				
Masonry Grout Prisms (ASTM C1019 - 4/Set)	12	\$ 36.50	each	\$ 438.00
Masonry Mortar Cubes (ASTMC109/C270 - 3/Set)	0	\$ 108.00	set	\$ -
Engineering Technician for Masonry Construction	24	\$ 81.50	hour	\$ 1,956.00
Observation (Min. 4 Hours/Trip)				
Masonry Specimen Pick Up	1	\$ 169.50	each	\$ 169.50
Vehicle Trip Charge	4	\$ 67.50	trip	\$ 270.00
Estimated Total for Masonry Services:				\$ 2,833.50

City of Grand Prairie
 Estimate No. 23-184
 November 20, 2023

**ESTIMATE
 CONSTRUCTION MATERIALS TESTING SERVICES FOR
 EMERGENCY OPERATIONS CENTER
 1790 ROBINSON ROAD
 GRAND PRAIRIE, TEXAS**

<u>DESCRIPTION</u>	<u>NO</u>	<u>FEE</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>Structural Steel Observation</u>				
Structural Steel Observation by CWI (Min. 5 Hours/Trip)	40	\$ 94.00	hour	\$ 3,760.00
Ultrasonic Testing of Welds by ASNT/NDT (Min. 5 Hours/Trip)	0	\$ 119.50	hour	\$ -
Vehicle Trip Charge	8	\$ 67.50	trip	\$ 540.00
Estimated Total for Structural Steel Services:				<u>\$ 4,300.00</u>
 <u>Hourly Office Services</u>				
Senior Geotechnical Engineer (1.0 Hour Min Charge)	0	\$ 160.00	hour	\$ -
Project Manager - Initial Project Setup	2	\$ 107.50	hour	\$ 215.00
Senior Engineering Technician (Min. 4 Hours/Trip)	0	\$ 94.00	hour	\$ -
Clerical Staff	0	\$ 81.50	hour	\$ -
Same-day Insufficient Notice Fee	0	\$ 270.00	each	\$ -
Estimated Total for Hourly Services:				<u>\$ 215.00</u>
 Estimated Total for Above Testing and Observation Services:				 <u>\$ 50,799.50</u>

- Notes:**
1. Project Management fees will be charged as follows: 2 hours for initial project setup, foundation reconciliation at 3 minutes per pier, compliance review and statement of same at 3 minutes per report with a 1 hour minimum, post-tensioning compliance review at 0.50 hours per page with a 1.0 hour minimum and a 79G/house pad compliance report review and letter at 10 minutes per lot, if CMJ is informed at the start of this project of this need. Should the client choose not to sign CMJ's agreement and instead request CMJ to sign the client's contract, any time spent reviewing/revising client's contract will be billed at the above listed project management hourly rate. All other services that would be requested of a project manager will be billed as same.
 2. Overtime rates of 1.5 times the regular rate will be charged for hours worked or services performed over eight (8) hours per day or before 7:00 a.m. and/or after 5:00 p.m. Monday thru Friday. All lab and field services performed on Saturday, will be billed at 1.5 times the regular rate and will be billed at 2.0 times the regular rate for Sundays and recognized holidays.
 3. All laboratory test fees are F.O.B. our laboratory. Engineering technician minimums and vehicle trip charges will apply to all trips to the job-site including sample pickups and specimen pickups.
 4. A minimum amount of technician time and a vehicle trip charge will be billed for each call out, sample pickup or specimen pickup unless noted otherwise. Technician time is charged portal-to-portal from our Fort Worth office.
 5. 4"x8" concrete compression test specimens will be used per ACI 318 requirements unless instructed otherwise.
 6. Structural steel observation at fabrication shop fees based on facilities located in the Dallas-Fort Worth metroplex area.
 7. Additional tests not specified in this fee schedule will be quoted upon request, or based on our current fee schedule.
 8. Vehicle trip charge in excess of 25 miles from CMJ's office will be based on \$1.35/mile plus tolls, portal-to-portal our office.
 9. Specimen collection fees as stated are either project specific or based on a maximum of 25 miles from CMJ.
 10. All same-day service requests will be charged a minimum \$270 insufficient notice fee or actual rescheduling costs if greater.
 11. All test-pit moisture-density testing will be charged a \$17.00 fee for each test in addition to standard hourly fee.
 12. CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.

THE AGREEMENT

This AGREEMENT is made by and between CMJ ENGINEERING, INC., hereinafter referred to as CMJ, and the City of Grand Prairie hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached ESTIMATE identified as ESTIMATE No. 23-184 dated November 20, 2023, and any exhibits or attachments noted in the ESTIMATE. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CMJ will be based solely on information available to CMJ. CMJ is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CMJ under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. (this is called the "Standard of Care"). The Standard of Care shall solely govern CMJ's performance of the Services. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of CMJ's services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CMJ to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted CMJ free access to the site. CMJ will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the ESTIMATE.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CMJ will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CMJ arising from damage done to subterranean structures and utilities not identified or accurately located.

SAMPLE DISPOSAL

CMJ will retain samples transported to the geotechnical laboratory for testing for a period of thirty (30) days following submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.

MONITORING

If CMJ is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the ESTIMATE, then this phrase applies. For the specified assignment, CMJ will report observations and professional opinions to CLIENT. No action of CMJ or CMJ'S site representative can be construed as altering any AGREEMENT between CLIENT and others. CMJ will report to CLIENT any observed geotechnically-related work which, in CMJ'S professional opinion, does not conform with plans and specifications. The CMJ has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, CMJ'S presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

CMJ will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement or CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay CMJ in accordance with the procedures indicated in the ESTIMATE and its attachments. Invoices will be submitted to CLIENT by CMJ, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CMJ in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. In the absence of written notification described above, the amount as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. At the option of the CMJ CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, except for any portion of the invoiced amount in dispute and resolved in favor of the CLIENT. Disputed amounts withheld by the client which are subsequently resolved in favor of the CMJ will carry the additional charge, as described above, effective thirty (30) days from the date of the original invoice. In the event CLIENT fails to pay CMJ within sixty (60) days after invoices are rendered, CLIENT agrees that CMJ will have the right to consider the failure to pay the CMJ's invoice as a breach of this AGREEMENT.

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CMJ will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

NON-SOLICITATION OF CMJ ENGINEERING AND TESTING, INC. EMPLOYEES, CLIENTS, and PROSPECTS

CLIENT recognizes CMJ's legitimate interest in protecting CMJ's relationships with its employees. Accordingly, CLIENT agrees that, during the CLIENT's engagement with CMJ, CLIENT shall not engage in any conduct which could in any way jeopardize or disturb any relationship of CMJ with any employee. CLIENT further agrees that CLIENT shall not, at any time during the Term of this Agreement and for a period of twelve (12) months following the termination of the Agreement (i) directly or indirectly, solicit, attempt to solicit, induce, offer employment to, hire, or otherwise retain any individual employed with CMJ during the aforementioned period

INJUNCTIVE RELIEF

CLIENT recognizes that the rights and privileges granted to CLIENT by this agreement and CLIENT's corresponding obligations to CMJ are of a special, unique and extraordinary character, the loss of which may not be reasonably or adequately compensated for in damages in any action at law. Accordingly, CLIENT understands and agrees that CMJ shall be entitled to seek equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent a breach of any other section in this Agreement. This entitlement shall not be construed as limiting CMJ's remedies at law or in equity.

RISK ALLOCATION

Many risks potentially affect CMJ by virtue of entering into this AGREEMENT to perform professional engineering services on behalf of CLIENT. The principal risk is the potential for human error by CMJ. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CMJ'S liability, CLIENT agrees to limit CMJ'S liability to CLIENT and to all other parties for claims arising out of CMJ'S performance of the services described in this AGREEMENT. The aggregate liability of CMJ will not exceed the amount of the CMJ'S fee for negligent professional acts, errors, or omissions.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CMJ as a third-party defendant. Parties means CLIENT and CMJ and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CMJ agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CMJ of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CMJ and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CMJ and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CMJ to take immediate measures to protect health and safety. CLIENT agrees to compensate CMJ for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CMJ agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CMJ harmless for any and all consequences of disclosures made by CMJ which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT'S responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CMJ arising from CMJ'S discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CMJ which are found to be contaminated. This includes any soil or rock cuttings, and contaminated drilling or wash water which is generated as a consequence of drilling activities. Item 6.

INDEMNIFICATION

CLIENT shall indemnify and hold harmless CMJ, its officers, directors, agents, and employees from and against all claims (including negligence), damages, losses, and expenses, including but not limited to reasonable and necessary attorney's fees, arising out of or related to the work or services of the CLIENT or its agents, employees, consultants and contractors of any tier or any third party under the client's control. Notwithstanding the foregoing, except for claims for bodily injury or death of the CLIENT, its agents, or its subcontractors of any tier, CLIENT shall not be required to indemnify or hold harmless CMJ against a claim caused by negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract by CMJ, its agents or employees, or any third party under CMJ's control, other than the client or its agent, employee, or subcontractor of any tier.

DISPUTE RESOLUTION

All claims, disputes, and other matters in controversy between CMJ and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent CLIENT and CMJ have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this AGREEMENT. If no specific ADR procedures is set forth in this AGREEMENT, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where CMJ's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

* * *

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

CLIENT COMPANY NAME

CMJ ENGINEERING, INC. _____

CLIENT SIGNATURE

Angie M. McCullough

SIGNATURE

CLIENT PRINTED NAME

ANGIE M. MCCULLOUGH _____

POSITION

Vice President

POSITION

DATE

November 20, 2023

DATE

Estimate No. 23-183
November 20, 2023

City of Grand Prairie
Attn: Mr. Andrew C. Henning
City Hall East
300 West Main Street
Grand Prairie, Texas 75050
email: ahenning@gptx.org

**ESTIMATE
CONSTRUCTION MATERIALS TESTING SERVICES FOR
FIRE STATION NO. 6
602 STONEWALL DRIVE
GRAND PRAIRIE, TEXAS**

Dear Mr. Henning,

We are pleased to submit this estimate for providing construction materials engineering services on the above referenced project. **We understand we have been selected to provide these services based on our qualifications.**

Estimate - Defined

This is an ESTIMATE and should in no way be considered a lump sum proposal. CMJ will only bill for actual services performed. Services performed beyond the estimated items and quantities may exceed the estimated testing budget. Fewer services performed than estimated may be lower the estimated testing budget.

The total testing cost is dependent upon the contractor's means and methods, such as the size of areas/amount of items ready for testing per site visit, size/rate of concrete placements, method of masonry grouting (once per day or several times per day, pumping or hand placement), etc. As the contractor typically schedules our services, the actual number of site visits required are beyond our control. Based on our experience, we have made assumptions as to the means and methods the individual contractors may choose to follow.

Scope of Work

Our scope of service is based on our review of the project plans and specifications. We propose to service this project on a call out, as-needed basis. **All same-day service requests will be charged the greater of either \$270 or our actual rescheduling costs based on the project's unit fees, for each site visit performed. Service requests may be made Monday through Friday 7:00 am to 5:00 pm and should be received 24-hours in advance but no later than 3:00 PM of the day prior to service. CMJ will make every effort to service same day service requests but cannot guarantee your request will be serviced without the required prior notice.**

Earthwork

Laboratory testing of existing subgrade, backfill and stabilized pavement subgrade materials; in-place moisture/density testing of same. In-place sieve analysis of stabilized pavement subgrade.

Drilled Piers

On site verification of initial pier start by a Project Manager or if required, a Geotechnical Engineer. Full time excavation observation, reinforcing steel observation, and concrete testing and observation. Post installation verification of pier reports by project management staff. Based on our review of the project geotechnical report we anticipate that the piers will be installed in wet subsurface conditions and have proposed the use of a Senior Pier Specialist Engineering Technician.

Cast-In-Place Concrete

Pre- and post-concrete placement reinforcing steel observation. On-site placement observation and testing to include slump, temperature, entrained air content, and the molding of test cylinders. Laboratory curing and testing of cylinders.

Masonry

Perform weekly general structural masonry construction observations (Periodic), proportion verification of site-mixed mortar and grout, full-time structural grout placement observation and site casting of structural grout prisms for laboratory curing and compressive strength testing as required by the IBC Code and project requirements.

Structural Steel Observation

On-site visual observation and testing of field welded and bolted connections by AWS Certified Welding Inspector. On-site ultrasonic testing of full-penetration welds by ANSI Certified Non-Destructive testing technician as required.

Project Budget

Based upon our understanding of the project specifications, our unit fees and estimated quantities for this project will be as stated on the budget attachment.

All fees for services performed which do not appear on the budget attachment will be based on our standard fee schedule. The final charges will be a function of the total services performed. All charges for laboratory services are F.O.B. our laboratory. **All same-day service requests will be charged the greater of either \$270 or our actual rescheduling costs based on the project's unit fees, for each site visit performed.**

The prices provided in the attached fee schedule will remain valid for forty-five (45) days from the date on this estimate, or for one year from that date if our services for this project are started within the forty-five (45) day period. Invoices will be submitted for these services on a monthly basis. These will be due and payable upon receipt. **CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.**

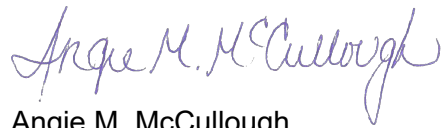
City of Grand Prairie
Fire Station No. 6
Grand Prairie, Texas
Page 3

Estimate No. 23-183
November 20, 2023

Closing

CMJ Engineering, Inc. appreciates the opportunity to submit this estimate. We have included the attached unit fees that correspond to our understanding of the required work scope that will be required of CMJ Engineering. Feel free to call us if you have any questions regarding our services or estimate. Following your authorization, we are ready to begin work and look forward to providing you with our services.

Respectfully,
CMJ ENGINEERING, INC.



Angie M. McCullough
Vice President



Greg Lester S.E.T.
Senior Project Manager

**ESTIMATE
 CONSTRUCTION MATERIALS TESTING SERVICES FOR
 FIRE STATION NO. 6
 602 STONEWALL DRIVE
 GRAND PRAIRIE, TEXAS**

<u>DESCRIPTION</u>	<u>NO</u>	<u>FEE</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>Earthwork</u>				
Moisture/Density Relations (ASTM D698)	6	\$ 197.00	each	\$ 1,182.00
Oversize Rock Correction (ASTM D4718)	0	\$ 147.00	each	\$ -
Liquid & Plastic Limit (ASTM D4318-B)	6	\$ 69.00	each	\$ 414.00
Laboratory Sieve Analysis (ASTM C117, D1140)	4	\$ 78.00	each	\$ 312.00
Laboratory Sieve Analysis (ASTM C136)	6	\$ 94.00	each	\$ 564.00
Earthwork Observation/Testing Including all Non-Test Pit				
In-Place Moisture/Density Testing by ASTM D6938 (Min. 4 Hours/Trip)	172	\$ 81.50	hour	\$ 14,018.00
Additional Fee-Test Pit In-Place Moisture/Density Testing	0	\$ 17.00	each	\$ -
Nuclear Density Gauge Fee (Daily)	20	\$ 51.00	each	\$ 1,020.00
Vehicle Trip Charge	26	\$ 67.50	trip	\$ 1,755.00
Estimated Total for Earthwork Services:				<u>\$ 19,265.00</u>
<u>Pier Observation</u>				
Concrete Test Cylinders (ASTM C31/39 - 4" x 8" - Min. 5/Set)	60	\$ 24.00	each	\$ 1,440.00
Senior Pier Specialist (Min. 4 Hours/Trip)	132	\$ 94.00	hour	\$ 12,408.00
Project Management	11	\$ 107.50	hour	\$ 1,182.50
Senior Geotechnical Engineer (1.0 Hour Min. Charge)	0	\$ 160.00	hour	\$ -
Cylinder Pick Up	2	\$ 169.50	each	\$ 339.00
Vehicle Trip Charge	14	\$ 67.50	trip	\$ 945.00
Estimated Total for Pier Observation Services:				<u>\$ 16,314.50</u>
<u>Concrete Observation/Testing</u>				
Concrete Test Cylinders (ASTM C31/39 - 4" x 8" - Min. 5/Set)	90	\$ 24.00	each	\$ 2,160.00
Concrete Testing Technician (Min. 3 hours/trip)	78	\$ 56.50	hour	\$ 4,407.00
Reinforcing Steel Observation without Testing (Min. 3 Hours/Trip)	21	\$ 76.00	hour	\$ 1,596.00
Cylinder Pick Up	8	\$ 169.50	each	\$ 1,356.00
Vehicle Trip Charge	30	\$ 67.50	trip	\$ 2,025.00
Estimated Total for Concrete Observation/Testing Services:				<u>\$ 11,544.00</u>
<u>Masonry Testing</u>				
Masonry Grout Prisms (ASTM C1019 - 4/Set)	25	\$ 36.50	each	\$ 912.50
Masonry Mortar Cubes (ASTMC109/C270 - 3/Set)	0	\$ 108.00	set	\$ -
Engineering Technician for Masonry Construction	96	\$ 81.50	hour	\$ 7,824.00
Observation (Min. 4 Hours/Trip)				
Masonry Specimen Pick Up	2	\$ 169.50	each	\$ 339.00
Vehicle Trip Charge	14	\$ 67.50	trip	\$ 945.00
Estimated Total for Masonry Services:				<u>\$ 10,020.50</u>

City of Grand Prairie
 Estimate No. 23-183
 November 20, 2023

**ESTIMATE
 CONSTRUCTION MATERIALS TESTING SERVICES FOR
 FIRE STATION NO. 6
 602 STONEWALL DRIVE
 GRAND PRAIRIE, TEXAS**

<u>DESCRIPTION</u>	<u>NO</u>	<u>FEE</u>	<u>UNIT</u>	<u>AMOUNT</u>
<u>Structural Steel Observation</u>				
Structural Steel Observation by CWI (Min. 5 Hours/Trip)	40	\$ 94.00	hour	\$ 3,760.00
Ultrasonic Testing of Welds by ASNT/NDT (Min. 5 Hours/Trip)	0	\$ 119.50	hour	\$ -
Vehicle Trip Charge	8	\$ 67.50	trip	\$ 540.00
Estimated Total for Structural Steel Services:				<u>\$ 4,300.00</u>
 <u>Hourly Office Services</u>				
Senior Geotechnical Engineer (1.0 Hour Min Charge)	0	\$ 160.00	hour	\$ -
Project Manager - Initial Project Setup	2	\$ 107.50	hour	\$ 215.00
Senior Engineering Technician (Min. 4 Hours/Trip)	0	\$ 94.00	hour	\$ -
Clerical Staff	0	\$ 81.50	hour	\$ -
Same-day Insufficient Notice Fee	0	\$ 270.00	each	\$ -
Estimated Total for Hourly Services:				<u>\$ 215.00</u>
Estimated Total for Above Testing and Observation Services:				<u>\$ 61,659.00</u>

- Notes:**
1. Project Management fees will be charged as follows: 2 hours for initial project setup, foundation reconciliation at 3 minutes per pier, compliance review and statement of same at 3 minutes per report with a 1 hour minimum, post-tensioning compliance review at 0.50 hours per page with a 1.0 hour minimum and a 79G/house pad compliance report review and letter at 10 minutes per lot, if CMJ is informed at the start of this project of this need. Should the client choose not to sign CMJ's agreement and instead request CMJ to sign the client's contract, any time spent reviewing/revising client's contract will be billed at the above listed project management hourly rate. All other services that would be requested of a project manager will be billed as same.
 2. Overtime rates of 1.5 times the regular rate will be charged for hours worked or services performed over eight (8) hours per day or before 7:00 a.m. and/or after 5:00 p.m. Monday thru Friday. All lab and field services performed on Saturday, will be billed at 1.5 times the regular rate and will be billed at 2.0 times the regular rate for Sundays and recognized holidays.
 3. All laboratory test fees are F.O.B. our laboratory. Engineering technician minimums and vehicle trip charges will apply to all trips to the job-site including sample pickups and specimen pickups.
 4. A minimum amount of technician time and a vehicle trip charge will be billed for each call out, sample pickup or specimen pickup unless noted otherwise. Technician time is charged portal-to-portal from our Fort Worth office.
 5. 4"X8" concrete compression test specimens will be used per ACI 318 requirements unless instructed otherwise.
 6. Structural steel observation at fabrication shop fees based on facilities located in the Dallas-Fort Worth metroplex area.
 7. Additional tests not specified in this fee schedule will be quoted upon request, or based on our current fee schedule.
 8. Vehicle trip charge in excess of 25 miles from CMJ's office will be based on \$1.35/mile plus tolls, portal-to-portal our office.
 9. Specimen collection fees as stated are either project specific or based on a maximum of 25 miles from CMJ.
 10. All same-day service requests will be charged a minimum \$270 insufficient notice fee or actual rescheduling costs if greater.
 11. All test-pit moisture-density testing will be charged a \$17.00 fee for each test in addition to standard hourly fee.
 12. CMJ will not supervise or direct work that is performed by the contractor or subcontractors and is not responsible for their means and methods utilized or the resultant outcome of their efforts.

THE AGREEMENT

This AGREEMENT is made by and between CMJ ENGINEERING, INC., hereinafter referred to as CMJ, and the City of Grand Prairie hereinafter referred to as CLIENT.

The AGREEMENT between the parties consists of these TERMS, the attached ESTIMATE identified as ESTIMATE No. 23-183 dated November 20, 2023, and any exhibits or attachments noted in the ESTIMATE. Together, these elements will constitute the entire AGREEMENT superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this AGREEMENT must be mutually agreed to in writing.

STANDARD OF CARE

CLIENT recognizes that subsurface conditions may vary from those observed at locations where borings, surveys, or explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by CMJ will be based solely on information available to CMJ. CMJ is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.

Services performed by CMJ under this AGREEMENT are expected by CLIENT to be conducted in a manner consistent with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. (this is called the "Standard of Care"). The Standard of Care shall solely govern CMJ's performance of the Services. Under no circumstance is any warranty, expressed or implied, made in connection with the providing of CMJ's services.

SITE ACCESS AND SITE CONDITIONS

CLIENT will grant or obtain free access to the site for all equipment and personnel necessary for CMJ to perform the work set forth in this AGREEMENT. CLIENT will notify any and all possessors of the project site that CLIENT has granted CMJ free access to the site. CMJ will take reasonable precautions to minimize damage to the site, but it is understood by CLIENT that, in the normal course of work, some damage may occur and the correction of such damage is not part of this AGREEMENT unless so specified in the ESTIMATE.

CLIENT is responsible for accurately delineating the locations of all subterranean structures and utilities. CMJ will take reasonable precautions to avoid known subterranean structures, and CLIENT waives any claim against CMJ arising from damage done to subterranean structures and utilities not identified or accurately located.

SAMPLE DISPOSAL

CMJ will retain samples transported to the geotechnical laboratory for testing for a period of thirty (30) days following submission of the report covering those samples. Further storage or transfer of samples can be made at CLIENT'S expense upon CLIENT'S prior written request.

MONITORING

If CMJ is retained by CLIENT to provide a site representative for the purpose of monitoring specific portions of construction work or other field activities as set forth in the ESTIMATE, then this phrase applies. For the specified assignment, CMJ will report observations and professional opinions to CLIENT. No action of CMJ or CMJ'S site representative can be construed as altering any AGREEMENT between CLIENT and others. CMJ will report to CLIENT any observed geotechnically-related work which, in CMJ'S professional opinion, does not conform with plans and specifications. The CMJ has no right to reject or stop work of any agent of the CLIENT. Such rights are reserved solely for CLIENT. Furthermore, CMJ'S presence on site does not in any way guarantee the completion or quality of the performance of the work of any party retained by CLIENT to provide field or construction-related services.

CMJ will not be responsible for and will not have control or charge of specific means, methods, techniques, sequences or procedures of construction or other field activities selected by any agent or agreement or CLIENT, or safety precautions and programs incident thereto.

BILLING AND PAYMENT

CLIENT will pay CMJ in accordance with the procedures indicated in the ESTIMATE and its attachments. Invoices will be submitted to CLIENT by CMJ, and will be due and payable upon presentation. If CLIENT objects to all or any portion of any invoice, CLIENT will so notify CMJ in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice not in dispute. In the absence of written notification described above, the amount as stated on the invoice will be paid.

Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. At the option of the CMJ CLIENT will pay an additional charge of one-and-one-half (1.5) percent per month (or the maximum percentage allowed by law whichever is lower) on any delinquent amount, except for any portion of the invoiced amount in dispute and resolved in favor of CLIENT. Disputed amounts withheld by the client which are subsequently resolved in favor of the CMJ will carry the additional charge, as described above, effective thirty (30) days from the date of the original invoice. In the event CLIENT fails to pay CMJ within sixty (60) days after invoices are rendered, CLIENT agrees that CMJ will have the right to consider the failure to pay the CMJ's invoice as a breach of this AGREEMENT.

This AGREEMENT may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this AGREEMENT or in the event of substantial failure of performance by the other party, or if CLIENT suspends the work for more than three (3) months. In the event of termination, CMJ will be paid for services performed prior to the date of termination plus reasonable termination expenses, including, but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

NON-SOLICITATION OF CMJ ENGINEERING AND TESTING, INC. EMPLOYEES, CLIENTS, and PROSPECTS

CLIENT recognizes CMJ's legitimate interest in protecting CMJ's relationships with its employees. Accordingly, CLIENT agrees that, during the CLIENT's engagement with CMJ, CLIENT shall not engage in any conduct which could in any way jeopardize or disturb any relationship of CMJ with any employee. CLIENT further agrees that CLIENT shall not, at any time during the Term of this Agreement and for a period of twelve (12) months following the termination of the Agreement (i) directly or indirectly, solicit, attempt to solicit, induce, offer employment to, hire, or otherwise retain any individual employed with CMJ during the aforementioned period

INJUNCTIVE RELIEF

CLIENT recognizes that the rights and privileges granted to CLIENT by this agreement and CLIENT's corresponding obligations to CMJ are of a special, unique and extraordinary character, the loss of which may not be reasonably or adequately compensated for in damages in any action at law. Accordingly, CLIENT understands and agrees that CMJ shall be entitled to seek equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent a breach of any other section in this Agreement. This entitlement shall not be construed as limiting CMJ's remedies at law or in equity.

RISK ALLOCATION

Many risks potentially affect CMJ by virtue of entering into this AGREEMENT to perform professional engineering services on behalf of CLIENT. The principal risk is the potential for human error by CMJ. For CLIENT to obtain the benefit of a fee which includes a nominal allowance for dealing with CMJ'S liability, CLIENT agrees to limit CMJ'S liability to CLIENT and to all other parties for claims arising out of CMJ'S performance of the services described in this AGREEMENT. The aggregate liability of CMJ will not exceed the amount of the CMJ'S fee for negligent professional acts, errors, or omissions.

Limitations on liability and indemnities in this AGREEMENT are business understandings between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action, except for willful misconduct or gross negligence. The parties also agree that CLIENT will not seek damages in excess of the limitations indirectly through suits with other parties who may join CMJ as a third-party defendant. Parties means CLIENT and CMJ and their officers, employees, agents, affiliates, and subcontractors.

Both CLIENT and CMJ agree that they will not be liable to each other, under any circumstances, for special, indirect, consequential, or punitive damages arising out of or related to this AGREEMENT.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

CLIENT represents that CLIENT has made a reasonable effort to evaluate if hazardous materials are on or near the project site, and that CLIENT has informed CMJ of CLIENT's findings relative to the possible presence of such materials.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. CMJ and CLIENT agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. CMJ and CLIENT also agree that the discovery of unanticipated hazardous materials may make it necessary for CMJ to take immediate measures to protect health and safety. CLIENT agrees to compensate CMJ for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials.

CMJ agrees to notify CLIENT when unanticipated hazardous materials or suspected hazardous materials are encountered. CLIENT agrees to make any disclosures required by law to the appropriate governing agencies. CLIENT also agrees to hold CMJ harmless for any and all consequences of disclosures made by CMJ which are required by governing law. In the event the project site is not owned by CLIENT, CLIENT recognizes that it is CLIENT'S responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

Notwithstanding any other provision of the AGREEMENT, CLIENT waives any claim against CMJ arising from CMJ'S discovery of unanticipated hazardous materials or suspected hazardous materials, including, but not limited to, any costs created by delay of the project and any cost associated with possible reduction of the property's value.

CLIENT will be responsible for ultimate disposal of any samples secured by CMJ which are found to be contaminated. This includes any soil or rock cuttings, and contaminated drilling or wash water which is generated as a consequence of drilling activities.

Item 6.

INDEMNIFICATION

CLIENT shall indemnify and hold harmless CMJ, its officers, directors, agents, and employees from and against all claims (including negligence), damages, losses, and expenses, including but not limited to reasonable and necessary attorney's fees, arising out of or related to the work or services of the CLIENT or its agents, employees, consultants and contractors of any tier or any third party under the client's control. Notwithstanding the foregoing, except for claims for bodily injury or death of the CLIENT, its agents, or its subcontractors of any tier, CLIENT shall not be required to indemnify or hold harmless CMJ against a claim caused by negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of contract by CMJ, its agents or employees, or any third party under CMJ's control, other than the client or its agent, employee, or subcontractor of any tier.

DISPUTE RESOLUTION

All claims, disputes, and other matters in controversy between CMJ and CLIENT arising out of or in any way related to this AGREEMENT will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent CLIENT and CMJ have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this AGREEMENT. If no specific ADR procedures is set forth in this AGREEMENT, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this AGREEMENT and that dispute requires litigation instead of ADR as provided above, then:

- (1) the claim will be brought and tried in judicial jurisdiction of the court of the county where CMJ's principal place of business is located and CLIENT waives the right to remove the action to any other county or judicial jurisdiction, and
- (2) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.

GOVERNING LAW AND SURVIVAL

The law of the State of Texas will govern the validity of these TERMS, their interpretation and performance.

If any of the provisions contained in this AGREEMENT are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this AGREEMENT for any cause.

* * *

The parties have read the foregoing, understand completely the terms, and willingly enter into this AGREEMENT which will become effective on the date signed below by CLIENT.

CLIENT COMPANY NAME

CMJ ENGINEERING, INC.

CLIENT SIGNATURE

Angie M. McCullough

SIGNATURE

CLIENT PRINTED NAME

ANGIE M. MCCULLOUGH

POSITION

Vice President

POSITION

DATE

November 20, 2023

DATE



**CITY OF GRAND PRAIRIE
COMMUNICATION**

MEETING DATE: 12/04/2023

PRESENTER: Ryan Simpson, Assistant Director of Police

TITLE: Annual contract of Police Department scheduling software from InTime Solutions. This agreement will be for one year, with the option to renew for four additional one-year periods, at a cost of \$32,714 annually, totaling \$163,570

REVIEWING COMMITTEE: (Reviewed by the Public Safety, Health, and Environment Committee on 12/04/2023)

SUMMARY:

<u>Vendor Name</u>	<u>Annual Cost</u>	<u>Total Cost</u>
InTime Solutions Inc.	\$32,714	\$163,570

PURPOSE OF REQUEST:

The Police Department currently utilizes InTime Solutions as its primary scheduling software. InTime provides complex scheduling and personnel allocation management that is not provided by other vendors. A robust scheduling system is necessary to efficiently track and manage the numerous varying schedules for the Police Department’s over 500 employees.

EXPENDITURE HISTORY:

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
FY 2020	\$18,900	N/A	
FY 2021	\$18,900	N/A	
FY 2022	\$18,900	N/A	
FY 2023	\$29,740.65	N/A	
TOTAL:	\$86,440.65		

PROCUREMENT DETAILS:

Procurement Method: Sole Source

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	General Fund
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CITY OF GRAND PRAIRIE COMMUNICATION

MEETING DATE: 12/04/2023
PRESENTER: Andy Henning, Director of Design & Construction of Municipal Facilities
TITLE: Contract Amendment 03 with 720 Design, Inc. in the amount of \$132,400 for inclusion of the exterior design renovations associated with the Memorial Library entry lobby into the overall Phase 2 work
REVIEWING COMMITTEE: (Reviewed by the Public Safety, Health & Environment Committee on 12/04/2023)

SUMMARY:

Table with 2 columns: Vendor Name, Total Funding Request. Row 1: 720 Design, Inc., \$132,400.00

PURPOSE OF REQUEST:

On October 31, 2022, the Purchasing Department published a Request for Qualifications advertisement for Professional Design Services for Memorial Library Renovations for the interior lobby and to add visual interest to the exterior that would be visible from Highway 161 Service Road. The RFQ included the following scope of work:

- Preliminary site investigation, and site analysis
• Concept plan studies based on discussions with staff
• Design and production services (Schematic Design/Design Development/Construction Documents) as required for construction permit approval and full coordination with the balance of the project design team, including any City of Grand Prairie direct consultants if/when applicable
• Projected cost estimation guidance based on current construction costs
• Phased implementation plan guidance if applicable
• Project registration with the Texas Department of Licensing and Regulation along with serving as the project's Designated Owner Agent
• Construction bidding and negotiation assistance
• Construction Administration through Substantial Completion and full City-acceptance of the finished project

- Project closeout coordination and review to ensure the City of Grand Prairie is provided with all required operations manuals, maintenance manuals, product data and accurate and complete as-built drawing documentation

All proposals were reviewed, and it was determined by the selection committee that 720 Design, Inc. represented the most qualified and best overall value based on cumulative scoring criteria.

The current request is for the next phase of design services at the Memorial Library including finalizing the exterior design development, producing construction documents, bidding, and construction administration in the amount of \$132,400.

HISTORY:

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<i>Original Contract:</i>	\$26,908		Phase 1 - Initial Design Services contract for exterior entrance sequence and interior lobby
<i>Contract Amendment 01</i>	\$4,700		Cost estimating services for Phase 1
<i>Contract Amendment 02</i>	\$62,250	July 11, 2023	Phase 2 – Full-service design of Memorial Library interior entry lobby renovations and an exterior design master planning
<i>Contract Amendment 03</i>	\$132,400	Dec 12, 2023	Phase 2 – Full-service design of Memorial Library exterior entry lobby renovations
<u>TOTAL:</u>	\$226,258		

PROCUREMENT DETAILS:

Procurement Method: RFQ

Local Vendor HUB Vendor

Number of Responses: 8 RFQ #: 23023

Selection Details: Low Bid Best Value

FINANCIAL CONSIDERATION:

Budgeted?	<input checked="" type="checkbox"/>	Fund Name: Library CIP Fund (402093)	Account Unit & Line: 02307901
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ATTACHMENTS / SUPPORTING DOCUMENTS:

- 1- 720 Design, Inc. Additional Service Request Dated November 2, 2023

November 2, 2023

ADDITIONAL SERVICE REQUEST PROPOSAL #4 PRESENTED TO: The City of Grand Prairie and the Grand Prairie Memorial Library

720 Design Inc. appreciates the opportunity to present this proposal for your consideration.

MODIFICATION:

As a modification to the existing contract, we are submitting this request for an additional fee to complete the phase 2 exterior entry re-design scope from Design Development through Construction. The construction budget for this phase is approximately \$765,000.

PROJECT GOALS AND OBJECTIVES:

This proposal is for 720 Design Inc. to provide design consulting services for the new entry feature.

PHASE 1 OBJECTIVES:

Update the entry by:

1. Removing the existing entry pavilion and replacing with the design as developed in the needs assessment phase.
2. Reconfigure structural to support the new entry feature.
3. Re-design the entry plaza to support future Armadillo Roll.
4. New monument sign.

SCOPE OF SERVICES:

PHASE 1: Interior Renovations

Design Development – The 720 design team will prepare Design Development Documents for the Owner's approval to illustrate more detailed development of the approved Concept Design in order to establish and describe the size, scope, character, material description, systems, and other features. This phase will include the integration of various MEP, and exterior features as shown in the Needs Assessment Concept. At the completion of Design Development, the 720 design team will host a page turn virtual meeting to review the submitted package.

Design Development Package:

- o Floor Plan updates
- o Structural Concept
- o Building section through new entry
- o Exterior Finish Schedule
- o Preliminary MEP
- o Cost Estimate

Construction Documents: The 720 design team will prepare detailed construction documents, including drawings and specifications to be used for bidding and construction. The architect, in collaboration with the Library's team, will select all finishes, patterns and colors, and prepare a presentation for approval by the owner. At the 50% submittal, the 720 design team will host a page turn virtual meeting to review the submitted package. Updated construction cost estimate.

Bidding and Contract Award: In this phase, the 720 design team will work with the CMAR or GC (if applicable) to respond to questions during bidding, issue addenda if required, and review construction bids to establish the GMP.

Construction Administration: The 720 design team will provide general administration of the Contract for Construction Manager or GC including:

- Provide attendance at twice monthly Progress Meetings for estimated 4 months of construction
- Review Submittals
- Process monthly Applications for Payment
- Make periodic visits during construction to observe the progress, craftsmanship, and quality of materials.
- Up to two observations for any portion of the work to determine whether such portion of the work is substantially complete in accordance with the Contract Documents.
- One observation for any portion of the work to determine Final Completion.

Building Information Modeling: The building will be designed using BIM software to Level 300 Development. BIM shall be limited to overall building massing indicative of area, height, orientation, and materials modeled in 3D or represented by other data and its use is restricted to the architect and its consultants for the sole purposes of internal coordination and conceptual presentation to the owner. No other party may rely on the accuracy of the 3D model for purposes beyond conceptual representation unless otherwise agreed in writing, any use of, or reliance on the model is at the receiving party's sole risk.

Record Drawings: To be provided by GC/CMAR with review by 720 design.

MEP Engineering: Exterior electrical engineering drawings.

Cost Estimating: – to be submitted at the completion of Design Development and 50% Construction Documents.

Security Consulting: – will be provided by the city.

Excluded Services:

- LEED Certification
- Items specifically exempted in consultant proposals
- Environmental Assessment
- Traffic Impact Studies
- Geotechnical Investigation
- Materials Testing
- As-built drawings

Project Contingency: The Owner and the Architect agree that this is a one-of-a-kind renovation Project that constitutes a number of unique and potentially unforeseen variables including but not Limited to the site and setting, local environment, the context of the existing building, program, budget, stakeholders involved, the set of consultants

and team assembled, the Contractor, jurisdiction, timeframe, etc. Increased costs and changes may be required because of possible omissions, ambiguities, or inconsistencies in the drawings and specifications prepared by the Architect; therefore, the final design and construction costs of the project may exceed the estimated or bid cost. The Owner agrees to set aside a reserve in the amount of 5% of the cost of the Project as a Contingency to be used, as required, to pay for any such increased costs and changes. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or its consultants with respect to any increased costs within the Contingency because of such changes or because of claims made the Contractor relating to such changes.

Statement of Jurisdiction: In accordance with requirements of the Texas Board of Architectural Examiners (TBAE), the Architect makes the following Statement of Jurisdiction: "The TBAE has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas". The Board may be contacted as follows: 1) By mail: Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337; 2) In person: 333 Guadalupe, Suite 2-350 Austin, TX 78701-3942; 3) By telephone: 512/305-9000; 4) By fax: 512/305-8900; or 5) Via website: www.tbae.state.tx.us.

COMPENSATION:

Our estimated fee for the scope of work as defined above will be:

Grand Prairie Main Library . Grand Prairie . TX	Design Development	Construction Documents	Bidding	Construction Administration	
PHASE 2: Entry					Total
	30%	45%	5%	20%	
Project Management	\$3,150	\$4,725	\$525	\$2,100	\$10,500
720 design inc.	\$22,650	\$33,975	\$3,775	\$15,100	\$75,500
Structural/Civil	\$5,250	\$6,750	\$500	\$2,500	\$15,000
MEP - RWB	\$500	\$500	\$0	\$250	\$1,250
ADA/TAS - Accessology	\$0	\$150	\$0	\$150	\$300
Cost Estimating - APR3	\$4,400	\$2,500	\$700	\$0	\$7,600
Specifications - Woodrow Woods	\$1,050	\$700	\$0	\$0	\$1,750
Landscape/Civil - Phase 1	\$6,150	\$9,225	\$1,025	\$4,100	\$20,500
TOTAL FEE					\$132,400

KEY PERSONNEL:

Maureen Arndt/720 design	\$220/hour plus travel expenses
Susannah Hills/720 design Interiors Project Manager	\$190/hour
Michelle Hayes/720 design BIM Manager/Architectural Project Architect	\$180/hour

OPTIONAL ADDITIONAL SERVICES:

Additional Meetings, Presentations or field measuring buildings will be billed at an hourly rate as indicated above or agreed upon lump sum.



Item 8.

www.720design.net
Proposal to the Grand Prairie Memorial Library
901 Conover Drive
Grand Prairie, TX
Page 4 of 4

Reimbursable Expenses: Reimbursable expenses for local travel (meals, mileage, typical printing) are included the Fee Compensation listed above. Reimbursable expenses not included: professional renderings, printing for bidding, or owner use. Reimbursables will be billed at 1.10% of actual costs.

Change of Service: Services that are required of 720 Design Inc. that are not defined in the scope of work above shall be considered a change of service. Prior approval from the Owner will be received before any additional services are executed.

SCHEDULE:

The schedule will be developed in conjunction with the owner for this project.

All meetings and presentations as itemized above shall take place virtually (via Teams or Zoom) or at the Grand Prairie Main Public Library unless specified otherwise.

Submitted by:

Approved by:

Maureen Arndt, AIA, IIDA 11/2/23
President
720 Design Inc.

City of Grand Prairie Date

EXHIBIT A: GENERAL CONDITIONS



**CITY OF GRAND PRAIRIE
ORDINANCE**

MEETING DATE: 12/04/2023

PRESENTER: Keshnel Penny, CIO - Information Technology

TITLE: Ordinance amending the Fiscal Year 2023-2024 IT CIP Fund and Pooled Investment Fund budgets for the engineering/construction of radio tower site, applicable equipment, and licensing for Public Safety Infrastructure from Motorola Solutions in the amount of \$4,700,569.00

REVIEWING COMMITTEE: (Reviewed by the Public Safety, Health, and Environment on 12/04/2023)

SUMMARY:

<u>Vendor Name</u>	<u>One-time Cost</u>	<u>Total Cost</u>
Motorola Solutions Tower Construction	\$ 1,908,360.00	\$ 1,908,360.00
Motorola Equipment (including generator)	\$ 2,192,209.00	\$ 2,192,209.00
Electrical, Fencing, and Site Prep	\$ 300,000.00	\$ 300,000.00
	<u>Annual Cost</u>	
Motorola Maintenance 5-Year	\$ 60,000.00	\$ 300,000.00
Total Cost of Project		\$ 4,700,569.00

PURPOSE OF REQUEST:

The contract is for the engineering/construction of a 200 ft radio tower site to include: power pole/electrical, HVAC, fencing, generator, steel, radio shelter, all applicable radio equipment, and licenses for operation near Fire Station 11. Reliable radio communications are the backbone of public safety operations and key to mission success. The ability of responders to communicate and coordinate efforts during routine and emergency operations is the dominant factor in saving lives and protecting property. The radio tower is a piece of critical infrastructure for future development supporting Police and Fire operations while services provided to our residents.

Motorola Solutions is licensed to work on the Radio Communications/Emergency Response Equipment and the economy of scale to have another vendor implement a radio program would drastically increase costs outside of scope. Motorola is on HGAC cooperative.

Local Government Code Chapter 252 provides an exemption from the competitive bid process when an item or service is available from only one source; or procurement necessary to preserve or protect the public health or safety of the municipality’s residents.

PROCUREMENT DETAILS:

Procurement Method: Cooperative/Interlocal

FINANCIAL CONSIDERATION:

Budgeted?	<input type="checkbox"/>	Fund Name:	Pooled Investments Fund IT CIP Fund
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BODY

AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE CURRENT FY 2023/2024 BUDGET BY TRANSFERRING AND APPROPRIATING \$4,700,569 FROM THE UNOBLIGATED FUND BALANCE IN THE POOLED INVESTMENTS FUND TO THE IT CIP FUND PROJECT FOR THE SOUTH SECTOR RADIO TOWER

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, THAT:

SECTION 1. The FY 2023/2024 budget for the Pooled Investments Fund is hereby incrementally amended by increasing the appropriations and expenditures by \$4,700,569.

SECTION 2. The FY 2023/2024 IT CIP Fund is hereby amended by transferring and appropriating \$4,700,569 from the Pooled Investments Fund to the IT CIP Fund project for the South Sector Radio Tower.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 12 DAY OF DECEMBER 2023.