



**CITY OF GRAND PRAIRIE  
FINANCE AND GOVERNMENT COMMITTEE  
COUNCIL BRIEFING ROOM  
TUESDAY, NOVEMBER 01, 2022 AT 2:30 PM**

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## **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 presiding member will be physically present. Some members may participate remotely via video conference.*

### **CALL TO ORDER**

### **STAFF PRESENTATIONS**

1. Responsible Banking Policies

### **CONSENT AGENDA**

*The full agenda has been posted on the city's website, [www.gptx.org](http://www.gptx.org), for those who may want to view this agenda in more detail. Citizens may speak for five minutes on any item on the agenda by completing and submitting a speaker card.*

2. Minutes of the October 3, 2022, Finance and Government Committee Meeting
3. Ordinance authorizing the implementation of the Texas Municipal Retirement System (TMRS) "Buyback Provision" effective December 13, 2022, for employees qualifying in accordance with TMRS records and provisions under Texas Government Code §853.003
4. Purchase of RTC Cellular School Flashers from Consolidated Traffic Controls, Inc. (\$99,158.00) through a national inter-local agreement with HGAC
5. Amendment to the River North Transit LLC (VIA) contract to increase service hours from 40,600 hours to 44,800 hours for a total increase of 4,200 hours at a cost of \$277,536 and a new annual contract amount of \$3,045,384
6. Resolution Authorizing the City to Purchase Tax Resale Property commonly known as 200 West Tarrant Road Required for Stadium Drive Right-of-Way for an amount not to exceed \$100,000, which includes payment of the taxes due to taxing jurisdictions due plus post judgment taxes and court costs
7. Reject all bids submitted for Grand Prairie Landfill – West Fork Trinity River Erosion Protection Improvements
8. Annual Contract for Custodial Supplies and Equipment from Matera Paper Company (\$100,000.00) for one year through a national cooperative agreement with Buyboard, with the option to renew for one additional one-year period totaling \$200,000.00 if all extensions are exercised

- [9.](#) Annual Contract for Ambulance Supplemental Payment Program from Public Consulting Group (\$45,000) through a Master Interlocal Agreement with the City of Frisco, Texas. This contract will be for one year with the option to renewal for four additional one-year periods totaling \$225,000 if all extensions are exercised
- [10.](#) Ordinance amending the FY2023 unobligated Water Capital Projects Fund to allocate \$131,250 to the FY2023 Small Hill Pump Station project; contract with Freese and Nichols for survey and evaluation of aging infrastructure and capacity at the Small Hill Pump Station in the amount of \$131,250
- [11.](#) Annual Contract for Water Tank Cleaning, Inspections, and Repair from Consor Engineers, LLC DBA U.S. Underwater (up to \$101,000.00 annually). This contract will be for one year with the option to renew for four additional one-year periods totaling \$505,000.00 if all extensions are exercised
- [12.](#) Reject all Proposals from RFB #23008 Classification & Compensation Study

#### **ITEMS FOR INDIVIDUAL CONSIDERATION**

- [13.](#) Resolution Approving a Donation Agreement with CHI/WILDLIFE LAND, L.P., for the conveyance of approximately 4.740 acres of land to the City of Grand Prairie at 701 W. Wildlife, Blvd., and approve a License Agreement and a Horse Trail and Grazing Easement for the Grand Prairie Police Mounted Patrol Facility and Privately Funded Equine Center
- [14.](#) Professional Design Services Contract to Populous Architects in an amount not to exceed \$80,000 for full architectural design services for the Grand Prairie Police Mounted Patrol Facility
- [15.](#) Interlocal Agreement (ILA) between the City of Grand Prairie and Tarrant County, Texas, for assistance with the reconstruction of the existing pavement and widening of Jefferson Street from four-lanes to six-lanes in an amount not to exceed \$5,748,450.00
- [16.](#) Construction contract with La Banda LLC for Miscellaneous Drainage Project Between Tanbark Court and Sequoia Drive in the total amount of \$180,825.00 for Base Bid; material testing with Team Consultants in the amount of \$7,699.40; in-house engineering in the amount of \$9,041.25; and 5% construction contract contingency in the amount of \$9,041.25 for a total project cost of \$206,606.90
- [17.](#) Construction contract with Landmark Structures in the amount of \$11,286,000.00 for Robinson Road 2.0 Million Gallon Elevated Storage Tank, with a 5% contract contingency of \$564,300.00, materials testing with TEAM consultants for \$22,482.60 and a 1% in-house labor distribution of \$112,860.00, totaling \$11,985,642.60
- [18.](#) Change Order 3 to the Professional Engineering Services contract with Freese and Nichols, Inc. for the Robinson Road Pump Station and Elevated Storage Tank project in the amount of \$423,530.00

19. Amendment No. 3 regarding the Construction Manager at Risk (CMAR) Contract with Hill & Wilkinson General Contractors (H&W) in the amount of \$839,474.36 for EpicCentral work, including creek and planter landscape work, entry signage framing, event lawn stage finishes and audio equipment, pedestrian bridge design additions and expansion of parking technology
20. Third contract renewal of price agreement for Utility Cut Repair Services with New Star Grading and Paving Co. in an amount not to exceed \$1,526,232.29

## **EXECUTIVE SESSION**

*The Finance and Government 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.*

## **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](mailto: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 Finance and Government Committee agenda was prepared and posted October 28, 2022.*



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*Gloria Colvin, Deputy City Secretary*



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 11/01/22  
**PRESENTER:** Brady Olsen, Assistant Finance Director  
**TITLE:** Responsible Banking Policies

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**SUMMARY:**

Several cities have either discussed or acted upon using the purchasing power of their depository contract to enact community change. This presentation will outline what is currently being done, highlight potential policy options, and solicit feedback from the finance and government committee.





**CITY OF GRAND PRAIRIE  
COMMUNICATION**

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**MEETING DATE:** 11/01/2022

**PRESENTER:** Jeff Copeland, Chairman

**TITLE:** Minutes of the October 3, 2022, Finance and Government Committee Meeting

**REVIEWING COMMITTEE:**

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**CITY OF GRAND PRAIRIE**  
**FINANCE AND GOVERNMENT COMMITTEE**  
**CITY HALL - COUNCIL BRIEFING ROOM**  
**Monday, October 03, 2022, AT 1:00 PM**

## MINUTES

### CALL TO ORDER

*Mayor Pro Tem Cole Humphreys called the City of Grand Prairie Finance and Government Committee meeting to order at 1:07 p.m. on Monday, October 03, 2022, in the Council Briefing Room, 300 West Main Street, Grand Prairie, Texas.*

### MEMBERS PRESENT

*Mayor Pro Tem Cole Humphreys  
 Council Member Kurt Johnson*

### MEMBERS ABSENT

*Chairman Jeff Copeland*

### STAFF PRESENTATIONS

#### 1. Bond Program Presentation

*Brady Olsen, Assistant Finance Director, presented a slide for the recommendation of the issuance of three bonds to fund the 2022-2023 CIP program. The 2022-2023 CIP included approximately fifty million dollars in necessary bond funding. The City Council will pass a notice of intent in October before authorizing the issuance in December. Eleven million dollars will go towards the construction of a water tower. In 2021 we took a bond election to our citizens for seventy-five million dollars for Economic Development Purposes. Sixty-seven million have been issued, and eight million dollars are remaining. We have already granted the LGC six million dollars for land purchase and would like to reimburse ourselves. The remaining two million dollars will be used for economic development. We want to move forward to limit the interest rate risk.*

*Mayor Pro Tem Cole Humphreys asked if the unused two million dollars added pressure to utilize because of the interest rate. Deputy City Manager Cheryl DeLeon responded by saying we have several economic development opportunities and are in a growth mode. Council Member Kurt Johnson asked how it would affect if the interest rate were raised by the end of the year. Mr. Olsen replied that the market is pricing into how these are set. We will be doing parameters ordinances, and we will be developing a maximum interest rate that is approved by the council.*

#### 2. Update the City's Financial Management Policy

*Mr. Olsen is proposing an update for the Financial Management Policies; this is one of the policies we look at every year. We will be capping recurring expenditures supported by sales tax revenues at twenty-six percent of the total budget. The first million dollars will be going to economic development. Any excess payments will then be split between economic growth, redevelopment, public art, and special projects, with economic development receiving a first/double allotment. The categories can be reconsidered in future years by the council.*

*Council Member Johnson asked if the special projects would include recreation centers. Ms. DeLeon responded that special projects could have recreation centers and would go to the City Council for consideration. Mayor Pro Tem Humphreys asked if this was discussed in the budget meeting; Mr. Olsen responded that it was discussed in the budget meeting, but today it was being discussed to have it formally placed into the policy. Ms. DeLeon explained that we don't have a formal sales tax policy. Right now, everything goes into the fund balance. This limits our reliance on hotel sales tax, any access sales tax is put into these buckets, and we can redirect the money. We want to take this opportunity to adopt it and be able to put money into these buckets. The policy can be changed anytime and taken to the City Council for approval.*

## **CONSENT AGENDA**

*Mayor Pro Tem Humphreys moved, seconded by Council Member Johnson, to approve consent agenda items three through ten. Council Member Johnson requested that item four be changed to the base amount of the contract and that Item five, a correction, be made to the aggregate price fluctuations of up to three thousand instead of fifty thousand. and that item eleven be presented to the City Council for consideration. The motion carried unanimously to approve consent agenda items three through ten.*

### **3. Minutes of the September 06, 2022, Finance and Government Committee Meeting**

#### **Approved On Consent Agenda**

4. Annual Contract for Armored Car Services from Loomis Armored US, LLC (up to \$95,000.00 annually). This contract will be for five years with the option to renew annually; the initial five-year commitment will be \$475,000.00. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$23,750.00 so long as the City Council appropriates sufficient funding to satisfy the City's obligation during the renewal terms

#### **Approved On Consent Agenda**

5. Contract with Crowdriff, a visual influence platform for \$12,000/year, allows the city access to photos people upload to social media featuring Grand Prairie. This contract is renewable annually. Authorize the City Manager to execute annual renewals with aggregate price fluctuations of up to \$50,000.00 of the original maximum price so long as the City Council appropriates sufficient funding to satisfy the City's obligation during the renewal terms.

#### **Approved On Consent Agenda**

6. Annual Contract for Pre-Employment Emotional Intelligence Assessments Services from Zero risk HR, LLC (\$18,130.00 annually). The contract will be for one year with the option to renew for up to nine additional one-year periods totaling an estimated \$181,300.00 if all extensions are exercised. The City

Manager may authorize renewal options with aggregate price fluctuations up to \$4,532.50 so long as the City Council appropriates sufficient funding to satisfy the City's obligation during the renewal terms

**Approved On Consent Agenda**

7. Annual contract for temporary employment services from Results Staffing, Inc. at an estimated annual amount of (\$55,000.00). The agreement is for an initial one year with the option to renew for three additional one-year periods totaling \$220,000.00 if all extensions are exercised and authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$50,000.00 of the original maximum price so long as the city council appropriates sufficient funding to satisfy the cities obligation during the renewal term

**Approved On Consent Agenda**

8. Annual Agreement for rebar and concrete supplies from FABco, LLC. (Up to \$61,788.80 annually). This agreement would be for one year with the option to renew for four additional one-year periods totaling \$308,944.00 if all extensions were exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to (\$15,447.00) so long as the City Council appropriates sufficient funding to satisfy the City's obligation during the renewal terms.

**Approved On Consent Agenda**

9. Annual Contract for masonry mailbox repairs from Tillema & Sons (up to \$50,000.00 annually). This contract will be for one year with the option to renew for four additional one-year periods totaling \$250,000.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations up to \$12,500.00 so long as the City Council appropriates sufficient funding to satisfy the City's obligation during the renewal terms.

**Approved On Consent Agenda**

10. Change the Order of \$40,000.00 to add additional appraisal and court testimony services with Pyles & Whatley Corporation for City projects. The current contract limit is \$40,000.00 per year, with the option to renew for up to four additional one-year periods, not to exceed \$200,000.00. We are requesting an increase to \$80,000.00 per year with the opportunity to continue for four other one-year periods with a maximum of \$400,000.00 cumulatively.

**Approved On Consent Agenda**

11. Ordinance amending the FY2023 Community Policing Fund for the Grand Prairie Equine Center and Mounted Patrol Facility and awarding a Professional Design Services Contract to Populous Architects in the amount of \$79,800.00 for programming, planning, concept design, and schematic design services for the Grand Prairie Equine Center and Mounted Patrol Facility. In addition, the staff is recommending a design contingency in the amount of \$4,200.00 and a reimbursable expenses allowance of \$2,500.00, resulting in a total funding request of \$86,500.00

**Presented**

**ITEMS FOR INDIVIDUAL CONSIDERATION**

12. A five-year contract with the Standard Insurance Company for Basic Life Insurance and Long-Term Disability Insurance with a three-year guarantee and rate cap for years four and five and Supplemental Employee, Dependent Life Insurance, and Accidental Death & Dismemberment Insurance with a five-year rate guarantee.

*Lisa Norris, Human Resources Director, presented a five-year contract with the Standard Insurance Company for Basic Life Insurance and Long-Term Disability Insurance with a three-year guarantee and rate cap for years four and five and Supplemental Employee, Dependent Life Insurance, and Accidental Death & Dismemberment Insurance with a five-year rate guarantee. The five-year contract total would be three point four million dollars. The city portion would be one million dollars over the five-year contract. Six vendors responded to the city's proposal. The city's contract for Life Insurance and Long-Term Disability is currently with Hartford; their proposed 2023 renewal was originally a 140% increase on basic life. We have had a few deaths, either due to Covid or other causes, through the years we have had Hartford.*

*Mayor Pro Tem Humphreys asked, as Covid is in the rearview and those are some of the reasons for the deaths, will the rate decrease if we don't have as many deaths? Ms. Norris replied that rates usually don't decrease, and we will need to rebid if the rates go down.*

*Council Member Johnson moved, seconded by Mayor Pro Tem Humphreys, to approve this item. The motion carried unanimously.*

13. Annual Contract for installation, disassembly, and monthly maintenance of Christmas decorations, including a city-provided 34' Everest Tower LED Tree and associated lights and decorations from DFW Holiday Kings (up to \$142,698.00 annually). This contract will be for one year with the option to renew for four additional one-year periods totaling \$713,490.00 if all extensions are exercised. Authorize the City Manager to execute the renewal options with aggregate price fluctuations of up to \$35,764.50 so long as the City Council appropriates sufficient funding to satisfy the City's obligation during the renewal terms

*Angi Mize, Purchasing Manager, presented an annual contract with DFW Holiday Kings up to one hundred and forty-two thousand and six hundred and ninety-eight dollars annually for installation, disassemble, and monthly maintenance of Christmas decorations including a city-provided 34' Everest Tower LED Tree and associated lights and decorations to beautify City Hall, Main Street, and Epic Central for the Christmas seasons and provide annual maintenance. Previously separate contracts for the installation, Christmas tree, and light. These separate contracts are now combined and were bid together.*

*Mayor Pro Tem Humphreys asked that previously a contract be approved for Christmas trees; what's the difference between what's being presented today? Duane Strawn, Director of the Parks, Arts, and Recreation Department explained that the previous approval was for purchasing the three Christmas trees for Epic Central Grand Lawn.*

*Council Member Johnson moved, seconded by Mayor Pro Tem Humphreys, to approve this item. The motion carried unanimously.*

14. Ordinance appropriating \$215,000.00 in funding in the Capital Improvement Projects Budget;

authorizing the City Manager to enter an interlocal agreement with Dallas County for aerial spraying for mosquitoes for a one-year term; and providing for the ability to reimburse the expenditure with future debt.

*Cindy Mendez, Public Health & Environmental Quality Director, presented that this item is designed to act upon a public health emergency regarding mosquitoes should that arise without having to call a special Council meeting. This was approved in 2013. The money is reserved in the Capital Improvement Projects budget every year. It authorizes the City Manager to enter into an interlocal agreement with Dallas County for aerial spraying for mosquitoes for a one-year term. It provides for the ability to reimburse the expenditure with future debt.*

*Council Member Johnson moved, seconded by Mayor Pro Tem Humphreys, to approve this item. The motion carried unanimously.*

15. Ordinance amending the FY2022/2023 Capital Improvement Budget; Contract with Fast General Contracting LLC of North Richland Hills, Texas, for construction of the EPIC Central Maintenance Building located at 2950 Fall Drive, in the amount of \$1,066,000, plus a contingency amount of \$53,300.00 for a total of \$1,119,300.00

*Mr. Strawn presented a request for approval of an ordinance FY2022/2023 Capital Improvement Budget, Contract with Fast General Contracting for the construction of EPIC Central Maintenance Building located at 2950 Fall Drive, in the amount of \$1,066,000.00 plus a contingency of five percent in the amount of fifty-three thousand and three hundred dollars for a total of one million, one hundred nineteen thousand and three hundred dollars. Mayor Pro Tem Humphreys asked if the Gators would have an easement over to Epic Central and how the contractor was chosen. Mr. Strawn stated there were four bidders, and this was the lowest bidder.*

*Council Member Johnson moved, seconded by Mayor Pro Tem Humphreys, to approve this item. The motion carried unanimously.*

16. Construction contract with Florida Traffic Control Devices to furnish all labor, materials, and equipment required to construct three overhead Changeable Message Signs (CMS) on Belt Line Road, Lone Star Parkway, and Lake Ridge Parkway in the amount of \$568,067.72

*Caryl DeVries, P.E., PTOE, Assistant Director of Transportation, presented the contract with Florida Traffic Control Devices to furnish all labor, materials, and equipment required to construct three overhead Changeable Message Signs (CMS) on Belt Line Road, Lone Star Parkway, and Lake Ridge Parkway which will help with Prairie Lights. These overhead CMS are connected through Fiber Optic to the traffic center. This will allow site traffic messages to be shown to the traveling public for guidance when attending events in the City of Grand Prairie. The funding is ARPA we already have.*

*Council Member Johnson moved, seconded by Mayor Pro Tem Humphreys, to approve this item. The motion carried unanimously.*

17. Ordinance amending the FY2023 unobligated Street Capital Projects Fund to allocate \$160,000.00 to the FY2023 Traffic Signal Improvement Project for the unexpected failure of traffic light detection



equipment and approving the purchase of equipment from Consolidated Traffic Controls for \$159,570.00 plus applicable shipping costs.

*Gabe Johnson, Director of Engineering and Public Works, requested approval to allocate one hundred and sixty thousand dollars to the FY2023 Traffic Signal Improvement Project for the unexpected failure of traffic light detection equipment and the purchase of equipment from Consolidated Traffic Controls, Inc. they have provided the best pricing for the requested equipment. For one hundred and fifty-nine thousand, five hundred and seventy dollars plus applicable shipping costs. There are ten intersections where cameras need to be replaced.*

*Council Member Johnson moved, seconded by Mayor Pro Tem Humphreys, to approve this item. The motion carried unanimously.*

18. Purchase of Caterpillar Model-C15 PGAM Generator from Holt Cat Ltd., through a national inter-local agreement with Source well, for use at Dorchester Levee Pump Station as auxiliary power in the total amount of \$793,674.83

*Mr. Johnson requested approval to purchase a Caterpillar Model-C15 PGAM Generator at a total cost of seven hundred and ninety-three thousand six hundred and seventy-four dollars and eighty-three cents for use at Dorchester Levee Pump Station. The generator would power gates and or pump if they are both being operated. Mr. Johnson states he has applied for grants twice, but they didn't meet the 1.0 criteria and were denied.*

*Council Member Johnson moved, seconded by Mayor Pro Tem Humphreys, to approve this item. The motion carried unanimously.*

19. Purchase four (4) Caterpillar Generators from Holt Cat Ltd., through a cooperative agreement with Source well, for use at various Water sites as auxiliary power in the total amount of \$198,080.16.

*Mr. Johnson requested approval to purchase four Caterpillar Generators for the Terminal above groundwater Storage facilities from Holt Cat Ltd. Texas legislation Bill SB 3 was adopted on 6/8/2021 in response to preparing for weather emergencies, power outages, and other disasters.*

*Council Member Johnson moved, seconded by Mayor Pro Tem Humphreys, to approve this item. The motion carried unanimously.*

20. Ordinance amending the FY2023 unobligated Water and Wastewater Funds to allocate to the Parker Road Project Awarding Construction Contract to SYB Construction Co Inc for Parker Road Water & Wastewater Replacement Improvements. A budget allowance of \$447,350.50 for the Parker Road Project includes a \$396,410.50 construction contract, a contract contingency of 5% equaling \$19,820.00 materials testing with Kleinfelder in the amount of \$11,299.00 and in-house labor distribution in the amount of \$19,821.00

*Mr. Johnson presented that the Developer for Daylight Transport (1301 Parker Road LLC.) will be improving the pavement along Parker Road adjacent to their proposed Development. The existing City Water and Wastewater along this section of Parker Road are old and need*

replacement. The Developer for Daylight Transport is improving the pavement at their cost, and the City's in-house distribution will take care of the infrastructure under the street. Council Member Johnson moved, seconded by Mayor Pro Tem Humphreys, to approve this item. The motion carried unanimously.

- 21. Purchase of 401 Wilmington Court from Pamela Carroll for the appraised value (\$340,000) plus closing costs per the Creek Erosion Policy.

Mr. Johnson presented the purchase of 401 Wilmington Court from Pamela Carroll for three hundred and forty thousand dollars plus closing costs per the Creek Erosion Policy. Mr. Johnson noted that repairing the slope could cost approximately seven hundred thousand dollars. The city has been working with homeowners to purchase this property. After the purchase, the next step is to demo the home, re-establish the slope, and not a complete retaining wall.

Council Member Johnson moved, seconded by Mayor Pro Tem Humphreys, to approve this item. The motion carried unanimously.

- 22. Annual Contract for chlorine & cylinders from DPC Industries, Inc. (up to \$200,000.00 annually). This contract will be for one year with the option to renew for four additional one-year periods totaling \$1,000,000.00 if all extensions are exercised.

Mr. Johnson presented the annual contract to purchase gas chlorine & cylinders from DPC Industries; the agreement allows for delivery instead of storing them. It is mainly utilized for the cylinder on the hill in DeSoto; most of the water comes from there.

Council Member Johnson moved, seconded by Mayor Pro Tem Humphreys, to approve this item. The motion carried unanimously.

**EXECUTIVE SESSION**

No executive session was held.

**CITIZEN COMMENTS**

There were no citizen comments.

**ADJOURNMENT**

There being no further business, the Finance and Government Committee meeting adjourned at 2:27 p.m.

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Chairman Jeff Copeland  
Finance and Government Committee

Date





**CITY OF GRAND PRAIRIE  
ORDINANCE**

**MEETING DATE:** 11/01/2022

**PRESENTER:** Lisa Norris, Human Resources Director, Human Resources

**TITLE:** Ordinance authorizing the implementation of the Texas Municipal Retirement System (TMRS) “Buyback Provision” effective December 13, 2022, for employees qualifying in accordance with TMRS records and provisions under Texas Government Code §853.003

**REVIEWING COMMITTEE:** (Reviewed by the Finance and Government Committee on 11/01/2022)

**SUMMARY:**

<i>Vendor Name:</i>	Texas Municipal Retirement System
<i>Annual Cost/Total Cost:</i>	\$101,866 Maximum (we included an estimated amount in the approved budget)
<i>Department:</i>	Human Resources
<i>Recommended Action:</i>	Approve

**PURPOSE OF REQUEST:**

The Texas Municipal Retirement System (TMRS) “Buy-Back Provision” allows a current City employee who withdrew their TMRS money to purchase back that withdrawal and place back into their retirement fund for credit. This is completed by approving the ordinance included herein authorizing this option. The budget was already approved for this item, and this ordinance allows that provision to be authorized on our retirement plan.

**HISTORY:**

The City last adopted a Buy-Back ordinance in December 2016 in which 71 employees were eligible. Of those, 14 have participated to date. Buy-Back is optional and has eligibility limitations and restrictions controlled by TMRS. Currently 43 employees are eligible per TMRS, but much fewer will actually participate. Eligible employees interested in the buy-back pay TMRS the full amount withdrawn, plus a 5% penalty for each year the amount remained withdrawn.

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Various
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The current 2022/2023 budget provides funding for the estimated use of the buy-back program spread between all funds and departments that contain personnel. Based on an estimated payroll for the 2022-2023 budget year of \$123,473,420 multiplied by the TMRS rate change of .11%, the maximum cost to the City would be \$101,866 over the remaining 9 months of the fiscal year (if ALL 43 employees were to participate, which is highly unlikely).

**ATTACHMENTS / SUPPORTING DOCUMENTS:** None

## **BODY**

**AN ORDINANCE AUTHORIZING CERTAIN EMPLOYEES OF THE CITY WHO HAVE TERMINATED PREVIOUS MEMBERSHIPS IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM, TO DEPOSIT THE SUMS SO WITHDRAWN, PLUS ANNUAL WITHDRAWAL CHARGES, AND UNDERTAKING THE COST OF ALLOWING ANY SUCH EMPLOYEE CREDIT IN SUCH SYSTEM FOR ALL SERVICE TO WHICH SUCH EMPLOYEE HAD BEEN ENTITLED AT DATE OF SUCH WITHDRAWAL, WITH LIKE EFFECT AS IF ALL SUCH SERVICE HAD BEEN PERFORMED AS AN EMPLOYEE OF THIS CITY AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS** the actuary of the Texas Municipal Retirement System has determined that all obligations charged against the City's account in the benefit accumulation fund, including the obligations arising as a result of this ordinance, can be funded by the City within its maximum contribution rate and within its amortization period; and

**WHEREAS,** the City Council has determined that adoption of this ordinance is in the best interests of the City,

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

**SECTION 1.** Pursuant to Section 853.003 of Subtitle G of Title 8, V.T.C.A., Texas Government Code, as amended, the City of Grand Prairie hereby elects to allow any member of the Texas Municipal Retirement System who is an employee of this City on the 13th day of December, 2022, who has terminated a previous membership in said System by withdrawal of deposits while absent from service, but who has at least 24 months of consecutive credited service as an employee of this City since resuming membership to deposit with the System a lump sum equal to the amount withdrawn plus a withdrawal charge of five percent (5%) of such amount for each year from date of such withdrawal to date of redeposit, and thereupon such member shall be allowed credit for all service to which the member had been entitled at date of termination of earlier membership, with like effect as if all such service had been rendered as an employee of this City, whether so rendered or not. The City agrees to underwrite and hereby assumes the obligations arising out of the granting of all such credits and agrees that all such obligations and reserves required to provide such credits shall be charged to this City's account in the benefit accumulation fund. The five percent (5%) per annum withdrawal charge paid by the member shall be deposited to the credit of the City's account in said benefit accumulation fund; and the deposits of the amount previously withdrawn by the member shall be credited to his or her individual account in the benefit accumulation fund of the System.

**SECTION 2.** This ordinance shall become effective on the 13th day of December 2022, which is a date on or after the date set forth in Section 1, above.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE,  
TEXAS, ON THIS THE 15TH DAY OF NOVEMBER 2022.**



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 11/01/2022

**PRESENTER:** Gabriel Johnson, Public Works Director

**TITLE:** Purchase of RTC Cellular School Flashers from Consolidated Traffic Controls, Inc. (\$99,158.00) through a national inter-local agreement with HGAC

**REVIEWING COMMITTEE:** (Reviewed by the Finance and Government Committee on 11/01/2022)

**SUMMARY:**

<i>Vendor Name:</i>	Consolidated Traffic Controls, Inc.
<i>Total Cost:</i>	\$99,158.00 One-Time Purchase for FY22-23
<i>Department:</i>	Public Works Streets-Traffic Signals
<i>Recommended Action:</i>	Approve

**PURPOSE OF REQUEST:**

This purchase is for upgrading outlying school flashers that have lost radio communication with the central server due to tree growth and building construction over the years. These RTC cellular school flashers will integrate to the existing system seamlessly using the same central communication software. This will allow the city to upgrade slowly and as needed. Consolidated Traffic Controls, Inc. is the sole distributor of the proprietary products of RTC Manufacturing, Inc. for the State of Texas through the HGAC contract.

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 HGAC.

**PROCUREMENT DETAILS:**

Procurement Method: Cooperative/Interlocal  RFB/RFP  Sole Source  Professional Services

Local Vendor  HUB Vendor

Number of Responses: one

RFP/RFB #: NA

Selection Details: Low Bid

Best Value

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Public Works Streets-Traffic Signals Operating Account-Traffic Signals Maintenance 251310-63125
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**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 11/01/2022

**PRESENTER:** Walter Shumac, Transportation Services, Director

**TITLE:** Amendment to the River North Transit LLC (VIA) contract to increase service hours from 40,600 hours to 44,800 hours for a total increase of 4,200 hours at a cost of \$277,536 and a new annual contract amount of \$3,045,384

**REVIEWING COMMITTEE:** (Reviewed by the Finance and Government Committee on 11/01/2022)

**SUMMARY:**

<i>Vendor Name:</i>	River North Transit LLC
<i>Annual Cost/Total Cost:</i>	\$3,045,384
<i>Department:</i>	Transportation
<i>Recommended Action:</i>	Approve

**PURPOSE OF REQUEST:**

In 2020 The City of Grand Prairie received \$3,852,375 from the Federal Transit Administration under the CARES Act at 100% federal that would have otherwise been paid for by the regular revenue. This includes all the expenses normally eligible under Urbanized Area Formula Grants section 5307 Operating Assistance beginning 1/20/2020. August 02, 2021, the Grand Prairie City Council approved a scope change for the CARES Act funding to be use for contract of services. On December 28, 2021, a contract was executed with River North Transit LLC to provide Transportation-as-a-service (TaaS) for an annual cost of \$2,767,848.

After 6 months of the service the demand is so great that the need to amend the contract hours is a must to keep the wait time at a new goal of less than 20 minutes. The original approved contract hours were set at 40,600. The new proposed contract hours is 44,800 (amendment of 4,200), which is an increase of \$277,536 and a new annual total cost of \$3,045,384 (\$2,767,848 + \$277,536).

**HISTORY:**

	<i>Amount</i>	<i>Approval Date</i>	<i>Reason</i>
<i>Original Contract:</i>	\$2,767,848	12-28-2021	

<u>Change Order #1</u>	\$277,536		Service hours increase

**PROCUREMENT DETAILS:**

Procurement Method: Cooperative/Interlocal  RFB/RFP  Sole Source  Professional Services

Local Vendor  HUB Vendor

Number of Responses: RFP/RFB #: 22007

Selection Details: Low Bid  Best Value

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	CARES ACT GRANT
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**BODY**

**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, AUTHORIZING THE CITY MANAGER TO AMEND THE CONTRACT BETWEEN THE CITY OF GRAND PRAIRIE AND RIVER NORTH TRANSIT LLC FOR AN INCREASE OF \$277,536 WITH A NEW ANNUAL TOTAL COST OF \$3,045,384**

**WHEREAS**, to ensure continued service to operate “VIA Grand Prairie” the Transportation Services Department, seeks authorization to amend the contract between River North Transit LLC and the City of Grand Prairie in the amount of \$277,536 for hours added to the contract.

**WHEREAS**, it is required by the U.S. Department of Transportation in accord with the provision of Title VI of the City Rights Act of 1964, as amended, the applicant give and assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the U.S. Department of Transportation requirements there under; and

**WHEREAS**, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the projects costs in the program;

**WHEREAS**, it is the goal of the applicant that minority business be utilized to the fullest extent possible in connection with this/these project(s), and that definite procedures shall be established and administered to ensure that minority business shall have the maximum construction contracts, supplies, equipment contracts, or consultant and other services.

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

**SECTION 1.** That, the City Manager is authorized to amend and execute this contract on behalf of the City of Grand Prairie with River North Transit LLC in the amount of \$277,536 for a total cost of \$3,045,384 to aid in the financing of operating assistance projects pursuant to Section 9 of the Urban Mass Transportation Act of 1964, as amended.

**SECTION 2.** That, funds will be allocated from Grand Prairie's FY 2020 Budget CARES Act in the amount of \$277,536 for a total cost of \$3,045,384.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 1ST DAY OF NOVEMBER 2022.**





**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 11/01/2022

**PRESENTER:** Gabriel Johnson, Director of Public Works and Engineering

**TITLE:** Resolution Authorizing the City to Purchase Tax Resale Property commonly known as 200 West Tarrant Road Required for Stadium Drive Right-of-Way for an amount not to exceed \$100,000, which includes payment of the taxes due to taxing jurisdictions due plus post judgment taxes and court costs

**REVIEWING COMMITTEE:** (Reviewed by the Finance and Government Committee on 11/01/2022)

**PURPOSE OF REQUEST:**

The property at 200 West Tarrant Road was struck-off to the City on June 14, 2022, as trustee for the taxing jurisdictions, for delinquent taxes, penalties, interest, and court costs. This is required for Stadium Drive Right-of-Way. See Exhibit A for location.

This item will authorize the City Manager or his designee to execute a Deed without Warranty to the City of Grand Prairie in exchange for the City’s payment of the full amount of the taxes due to Dallas County and Grand Prairie ISD along with a reduction of City of Grand Prairie taxes due plus post judgment taxes and court costs, not to exceed \$100,000. Estimated pay-off costs are \$7,908.66 for Dallas County District Court and \$84,161.29 for taxing agencies.

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	400192 – STRT Fund – Stadium Drive Extension from Tarrant Road to I-30 Frontage Road Fund, Activity 01908103
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**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- Exhibit A Aerial for Stadium Drive

**BODY****A RESOLUTION OF THE CITY OF GRAND PRAIRIE AUTHORIZING THE RESALE OF CERTAIN REAL PROPERTY STRUCK OFF TO THE CITY OF GRAND PRAIRIE COMMONLY KNOWN AS 200 WEST TARRANT ROAD, AS AUTHORIZED BY SECTION 34.05 OF THE STATE PROPERTY TAX CODE; AUTHORIZING AND APPROVING THE RESALE TO THE CITY OF GRAND PRAIRIE FOR A PUBLIC PURPOSE**

**WHEREAS**, the City of Grand Prairie seeks to sell this certain tract of property situated in the City of Grand Prairie, Dallas County, Texas which was acquired by the City of Grand Prairie, as trustee for itself and other taxing units including the Grand Prairie Independent School District and Dallas County following the foreclosure of the subject properties for non-payment of ad valorem taxes;

**WHEREAS**, the property commonly known as 200 West Tarrant Road, Grand Prairie, Texas 75050, and identified by DCAD Account No. 65046964010081000 was acquired as a result of a judgment and order of sale issued in Cause No. TX-21-00352, styled Dallas County et al v. Rocklee Development Corporation, et al, which was filed in the 193rd Judicial District Court of Dallas County, Texas. Judgment entered November 15, 2021. Said property was struck off to the City of Grand Prairie by Sheriff's Deed recorded at 202200181459 on June 30, 2022, of the Official Public Records of Dallas County, Texas;

**WHEREAS**, the City of Grand Prairie, a Texas municipal corporation, desires to purchase this certain tract identified above with the following conditions and stipulations:

1. The City of Grand Prairie will pay all of the outstanding and unpaid delinquent taxes, penalties, interest and fees due and owing on this certain tract identified above to the Dallas County Tax Assessor/Collector for taxes due and owing Dallas County and Grand Prairie Independent School District (estimated \$83,961.29);
2. The City of Grand Prairie will pay the District Court of Dallas County, Texas the following amount which reflect the outstanding balance due for court costs on of the referenced lawsuit;
  - Cause No. TX-21-00352: \$7,908.66;
3. The City of Grand Prairie will pay the sum of two hundred dollars (\$200.00) for the identified above as full and final payment of the outstanding and unpaid delinquent taxes, penalties, interest, and fees due and owing to the City of Grand Prairie. The remaining balance due and owing the City of Grand Prairie on each account will be written off and cancelled and by virtue of this Resolution, the City of Grand Prairie authorizes the Dallas County Tax Assessor/Collector to write off and cancel all said amounts left unpaid following the application and posting of the two-hundred-dollar (\$200.00) payment;
4. The City of Grand Prairie will write off and cancel all outstanding liens/receivables due and owing to the City of Grand Prairie on the subject tract as follows:
  - 200 West Tarrant Road, Grand Prairie, Texas:

**NO LIENS/ RECEIVABLES ARE DUE**

5. After payment of taxes, interest, penalties, fees and court costs authorized by this Resolution, the City of Grand Prairie will obtain a Deed Without Warranty from Dallas County and Grand Prairie Independent School District

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

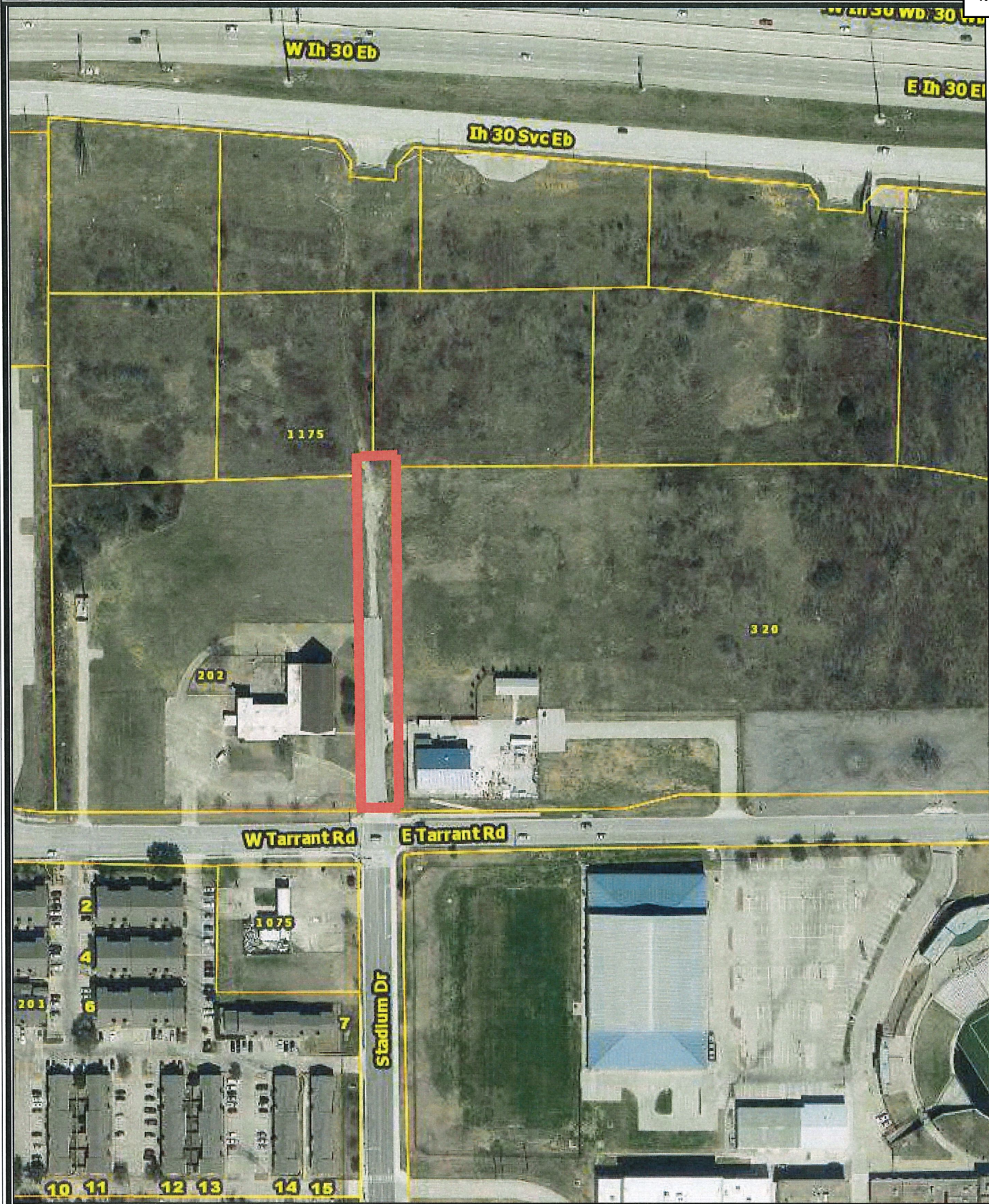
**SECTION 1.** The above and foregoing recitals be, and are hereby, found to be true and correct and incorporated into the body of this Resolution as if copied in their entirety;

**SECTION 2.** The offer to purchase tendered by, the City of Grand Prairie, a Texas municipal corporation, for the total sum of two hundred dollars (\$200.00) is hereby accepted;

**SECTION 3.** The City of Grand Prairie acting through its governing body does hereby authorize its City Manager or designated person to execute acknowledge and deliver to the City of Grand Prairie, a Texas municipal corporation a Deed without Warranty conveying the City of Grand Prairie's interest to and in each of the certain tract identified hereinabove for the consideration paid.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15TH DAY OF NOVEMBER 2022.**





0.02 0 0.02 mi

Grand Prairie Maps

Date: 10/10/2022 Time: 8:53:47 AM

This data has been compiled by the City of Grand Prairie IT/GIS department. Various official and unofficial sources were used to gather this information. Every effort was made to ensure the accuracy of this data, however, no guarantee is given or implied as to the accuracy of said data.



Parcels

# EXHIBIT 'A'





**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 11/01/2022

**PRESENTER:** Gabe Johnson, Director of Engineering and Public Works

**TITLE:** Reject all bids submitted for Grand Prairie Landfill – West Fork Trinity River Erosion Protection Improvements

**REVIEWING COMMITTEE:** (Reviewed by the Finance and Government Committee on 11/01/2022)

**SUMMARY:**

<i>Vendor Name:</i>	None
<i>Annual Cost/Total Cost:</i>	None
<i>Department:</i>	Engineering and Public Works
<i>Recommended Action:</i>	Reject Bids

**PURPOSE OF REQUEST:**

On Wednesday, October 12, 2022, at 3:00 PM, the City of Grand Prairie was scheduled to receive and open bids for the Grand Prairie Landfill - West Fork Trinity River Erosion Protection Improvements project. No bids were received in accordance with the bidding requirements. One bid was received unofficially by email, Bid No. 22022. The bid was considered noncompliant to the bid submission requirements.

Staff is reworking specification to improve competition for the services.

**PROCUREMENT DETAILS:**

Procurement Method: Cooperative/Interlocal  RFB/RFP  Sole Source  Professional Services

Local Vendor  HUB Vendor

Number of Responses: RFP/RFB #: 22022

Selection Details: Low Bid  Best Value

**FINANCIAL CONSIDERATION:**

None



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 11/01/2022

**PRESENTER:** Angi Mize, Purchasing Manager, Finance

**TITLE:** Annual Contract for Custodial Supplies and Equipment from Matera Paper Company (\$100,000.00) for one year through a national cooperative agreement with Buyboard, with the option to renew for one additional one-year period totaling \$200,000.00 if all extensions are exercised

**REVIEWING COMMITTEE:** (Reviewed by the Finance and Government Committee on 11/01/2022)

**SUMMARY:**

<i>Vendor Name:</i>	Matera Paper Company
<i>Annual Cost/Total Cost</i>	\$100,000.00/\$200,000.00
<i>Department:</i>	City Wide
<i>Recommended Action:</i>	Approve

**PURPOSE OF REQUEST:**

This contract will be for departments to utilize for the purchase of custodial supplies and equipment on an as needed basis. Matera Paper Company, through their national contract, offers products and services used by multiple departments for everyday operations and special projects. The City uses multiple vendors through several different cooperative agreements for these supplies, this being one of them, (e.g., Office Depot and Pollock Paper.) Our agreement expired.

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.

**PROCUREMENT DETAILS:**

Procurement Method: Cooperative/Interlocal  RFB/RFP  Sole Source  Professional Services   
 Local Vendor  HUB Vendor

Number of Responses: One

RFP/RFB #: NA

Selection Details: Low Bid  Best Value

**FINANCIAL CONSIDERATION**

The City spends an estimated \$100,000.00 annually on custodial supplies and equipment. Funds are available in various departments' budgets and will be charged accordingly on orders through the end of the current fiscal year. Funding for future fiscal years will be paid from that year's approved budgets.





**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 11/1/2022

**PRESENTER:** Robert Fite, Fire Chief

**TITLE:** Annual Contract for Ambulance Supplemental Payment Program from Public Consulting Group (\$45,000) through a Master Interlocal Agreement with the City of Frisco, Texas. This contract will be for one year with the option to renewal for four additional one-year periods totaling \$225,000 if all extensions are exercised

**REVIEWING COMMITTEE:** (Reviewed by Finance and Government Committee on 11/01/2022)

**SUMMARY:**

<i>Vendor Name:</i>	Public Consulting Group
<i>Annual Cost/Total Cost:</i>	\$45,000/\$225,000
<i>Department:</i>	Fire
<i>Recommended Action:</i>	Approve

**PURPOSE OF REQUEST:**

This contract will be for used by the Fire departments on an as needed basis. Public Consulting Group, through their cooperative contract, will prepare annual allocation reports for the Texas Ambulance Supplemental Payment Program pertaining to insurance, billing and Medicaid losses and recovery.

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 approved a Master Interlocal agreement with City of Frisco whereby the City could make use of all of that entities agreement(s).

**PROCUREMENT DETAILS:**

Procurement Method: Cooperative/Interlocal  RFB/RFP  Sole Source  Professional Services

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	334691-61039 Trust Fund - TASPP
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**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 11/01/2022

**PRESENTER:** Gabe Johnson, Director of Engineering and Public Works

**TITLE:** Ordinance amending the FY2023 unobligated Water Capital Projects Fund to allocate \$131,250 to the FY2023 Small Hill Pump Station project; contract with Freese and Nichols for survey and evaluation of aging infrastructure and capacity at the Small Hill Pump Station in the amount of \$131,250

**REVIEWING COMMITTEE:** (Reviewed by the Finance and Government Committee on 11/01/2022)

**SUMMARY:**

<i>Vendor Name:</i>	Freese and Nichols
<i>Annual Cost/Total Cost:</i>	\$131,250
<i>Department:</i>	Water
<i>Recommended Action:</i>	Approve

**PURPOSE OF REQUEST:**

The water department would like to commission a survey and evaluation of the Small Hill Pump Station. The project will look at the existing facility and components including the electrical system, the wet well condition, development of pump station layouts, chemical facilities, meter replacement, and the lining of the ground storage tanks.

The city requests using Freese and Nichols for this professional services evaluation due to their expertise in the field, their familiarity with other city water projects and their history of working with the city.

**HISTORY:**

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<i>Original Contract:</i>	\$131,250.00	TBD	
<i>Change Order #</i>			

**FINANCIAL CONSIDERATION:**

Budgeted?	<input type="checkbox"/>	Fund Name:	500592 – WTER – Small Hill Pump Station, 02316901
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If Capital Improvement:					
Total Project Budget		Proposed New Funding:	\$131,250.00 from the unobligated Water Capital Projects Fund (500592)	Remaining Funding:	N/A

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- Ordinance
- 2- Proposal documentation

**AN ORDINANCE OF THE CITY OF GRAND PRAIRIE, TEXAS, AMENDING THE FY 2023 WATER CAPITAL PROJECTS FUND (500592) BUDGET BY TRANSFERRING AND APPROPRIATING \$131,250.00 TO ACTIVITY NUMBER 02316901 FOR SMALL HILL PUMP STATION IMPROVEMENT PROJECT.**

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

**SECTION 1. THAT the FY2023 Water Capital Projects Fund Budget (500592) be amended by transferring and appropriating \$131,250.00 to Activity Number 02316901 for Small Hill Pump Station Improvement Project for survey and evaluation from the unobligated fund balance.**

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 15th DAY OF NOVEMBER 2022.**



Innovative approaches  
Practical results  
Outstanding service

801 Cherry Street, Suite 2800 • Fort Worth, Texas 76102 • 817-735-7300 • fax 817-735-7491

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**EXHIBIT A**

March 24, 2022

Mr. Douglas Taylor  
Utilities Operations Manager  
City of Grand Prairie  
620 Small Hill Dr.  
Grand Prairie, Texas 75050

Re: Small Hill Pump Station Evaluation

Dear Mr. Taylor,

Freese and Nichols, Inc. (FNI) is pleased to provide this proposal for engineering services for the Small Hill Pump Station Evaluation project.

**Summary of Work**

The project includes evaluation of the existing facility including the existing electrical system, wet well condition, development of pump station layouts, chemical facilities, meter replacement, and lining of the ground storage tanks.

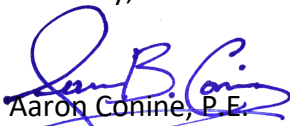
**Fee Summary**


FNI agrees to complete the work in accordance with the Attached Scope for the lump sum fee listed in the table below.

Task	Amount
Evaluation Study and Report	\$ 131,250
<b>Total</b>	<b>\$ 131,250</b>

If this proposal meets with your acceptance, please send the appropriate amendment paperwork for our execution. Please let me know if you have any questions or comments.

Sincerely,

  
Aaron Conine, P.E.  
Project Manager

  
Nicholas Lester, P.E.  
Principal/Vice President

**SCOPE OF SERVICES - CITY OF GRAND PRAIRIE  
SMALL HILL PUMP STATION EVALUATION STUDY**

**ARTICLE 1. SMALL HILL PUMP STATION EVALUATION**

**BASIC SERVICES:** Professional shall render the following professional services in connection with the development of the Project:

The project includes a study to evaluate the existing facility and recommend improvements for the electrical system, wet well, chemical facilities, meter replacement, and lining of the ground storage tanks.

Project Assumptions

- A. All proposed improvements will stay within City property, outside of dedicated City Parks Department land. The existing parking lot may be utilized for layout options.
- B. All options will consider the maximum 45-day shutdown window starting no earlier than September 1.

Task 1 – Project Management

- A. Attend Project Kickoff Meeting
- B. Provide Administration and Management of the project to include;
  - 1. Monthly One Page Reports including status of work, upcoming deliverables summary of outstanding issues, and an updated project schedule
  - 2. Project manager reports and client invoicing
  - 3. Development and implementation of the quality control and assurance plans
  - 4. Develop and maintain the project schedule and an action items and decisions made log
  - 5. Agenda and meeting minutes for all meetings
  - 6. Develop a comment log to be updated with responses to all City comments and each submittal and description of how the comments were addressed or why they were not

Task 2 – Site Evaluation Study Engineering Report

- A. Develop an Engineering Report to:
  - 1. Evaluate Small Hill Pump Station Hydraulics
    - a. Conduct a hydraulic analysis to evaluate increasing the capacity to the 720 Pressure Plane from the 660 Pressure Plane from 14 MGD to 20 MGD.
      - 1). Utilize the updated demand projections and hydraulic water model from the ongoing Water Master Plan Update.

- b. Determine the hydraulic impacts on the 660 Pressure Plane infrastructure (pumps, water lines, and storage tanks). Hydraulic parameters will include water line head losses and velocities, minimum and maximum pressures, and pump station discharge hydraulics.
  - c. Results of the analysis will include recommendations to maximize the existing infrastructure and provide potential capital improvements, if necessary.
  - d. Conduct a hydraulic analysis to evaluate increasing the capacity in the 639 Pressure Plane from the Small Hill Pump Station by 2 MGD.
    - 1). Utilize the updated demand projection information and hydraulic water model from the ongoing Water Master Plan Update.
    - 2). Evaluate pump sizing to provide flexibility for average day, maximum day, and peak hour demand conditions for existing and buildout demands.
2. Conduct a site visit to review existing conditions.
  3. Evaluate an Electrical System Upgrade on the Existing Small Hill Facility
    - a. Evaluate the transition of pump station service voltage to 480V.
    - b. Evaluate electrical utility service to pump station between a stand-by generator for 100% redundancy or second utility feed from separate substation.
    - c. Coordinate with utility for increased utility service feed/coordinate cost to connect PS to existing OHE utility lines.
    - d. Evaluate existing structure for reuse of electrical distribution equipment.
    - e. Review construction sequencing options for electrical replacement.
  4. Evaluate Facility Improvement Options
    - a. Improvement options will include two location layouts for a new pump station facility and a smaller secondary pump station with existing pump station improvements.
    - b. Option 1 – New Pump Station, Layout 1
      - 1). Evaluate new building location and layout. The new building will include new pump evaluation and associated electrical and HVAC. The building exterior will match existing conditions.
    - c. Option 2 – Smaller Secondary Pump Station with Existing Pump Station Improvements
      - 1). Review condition of existing HVAC equipment and assess the existing equipment's compliance with current code.
  5. Evaluate Rehabilitation of Existing Wet Well
  6. Evaluate Chemical Facilities
    - a. Evaluation will include a site visit to review all chemical facilities, including the chemical tanks.



7. Meter Replacement
    - a. Evaluate the replacement of both outlet meters with magnetic flow meters, including associated instrumentation.
  8. Evaluate Re-lining of the Existing 5 MG and 8 MG Ground Storage Tanks.
    - a. A two-person inspection team will conduct a visual inspection of two GST's. The inspection will primarily focus on the conditions inside of the tank as well as the roof system. The City shall provide access inside of the GST which includes fully draining the tank, and all necessary equipment and personnel for confined space entry at the time of the inspection.
    - b. Review dive inspection reports which will be provided by the City.
    - c. Provide recommendations for future work based on review of the dive inspections and visual observations during the inspection.
- C. Submittals
1. Develop one (1) draft Site Evaluation Report
  2. Develop one (1) final Site Evaluation Report
    - a. A total of four (4) study document sets will be submitted to the City for their review at each submittal.
- D. Professional will meet with the Owner one time to discuss the results of the site evaluation study.

## ARTICLE 2.

**ADDITIONAL SERVICES:** Additional Services to be performed by Professional, if authorized by CITY, for an additional fee and which are not included in the above-described basic services, are defined as follows:

- A. Survey and subsurface utility engineering (SUE).
- B. Final Design of any recommended improvements.
- C. Environmental services.
- D. Providing services to investigate existing conditions or facilities, make measured drawings thereof, or verify the accuracy of drawings or other information furnished by CITY.
- E. Providing renderings, models, and mock-ups requested by the CITY.
- F. Revising drawings, reports, or other documents when such revisions are 1) consistent with approvals or instructions previously given by CITY or 2) due to other causes not solely within the control of Professional.
- G. Investigations involving consideration of operation, maintenance, and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by CITY.

- H. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- I. Preparing data and reports for assistance to CITY in preparation for hearings before regulatory agencies, courts, arbitration panels, or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel, or mediator.
- J. Performing investigations, studies, and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- K. Assisting CITY in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Professional on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- L. Design, contract modifications, studies, or analysis required to comply with local, State, Federal, or other regulatory agencies that become effective after the date of this agreement.
- M. Providing basic or additional services on an accelerated schedule. The scope of this service includes the cost for overtime wages of employees and consultants, inefficiencies in work sequence, and plotting or reproduction costs directly attributable to an accelerated schedule directed by the CITY.
- N. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- O. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

### ARTICLE 3.

**TIME OF COMPLETION:** Professional is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services within nine months of notice to proceed.

Professional reserves the right to extend the completion schedule due to CITY's delays. Additional compensation may be requested by the Professional if the project is unduly prolonged due to delays beyond the control of the Professional.

### ARTICLE 4.

**RESPONSIBILITIES OF CITY:** CITY shall perform the following in a timely manner so as not to delay the services of Professional:

- A. Designate in writing a person to function as CITY's representative concerning the services to be rendered under this Agreement. Such a person shall have contract authority to transmit instructions, receive information, interpret, and define CITY's policies and decisions regarding Professional's services for the Project.
- B. Provide all criteria and complete information as to CITY's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which CITY will require to be included in the drawings and specifications.

- C. Assist Professional by placing at Professional's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Provide information on existing utilities as requested by the Professional and agreed to by the CITY.
- E. Arrange for access to and make all provisions for Professional to enter upon public and private property as required for Professional to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Professional, obtain the advice of an attorney, insurance counselor, and other consultants as CITY deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Professional.
- G. Give prompt written notice to Professional whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of Professional's services.
- H. Furnish, or direct Professional to provide, Additional Services as stipulated in Exhibit A, Article 2 of this Agreement, or other services as required.
- I. Bear all costs incident to compliance with the requirements of this Article.

City of Grand Prairie Small Hill Pump Station Evaluation Study 3/24/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 131,250
	Special Services	\$ -
	Total Project	\$ 131,250

Item 10.

Phase	Task	Basic or Special	Task Description	Labor																				Total Hours				
				Aaron Conine	Amanda Johnson	Oscar Cantu	Nicholas McCormick	Cassie Seabourn	Alec Propst	Andrew Franko	Misty Ballard	Theodi Mitchell	Kristin Johnson	Jonathon Rice	Janet Frantz	Wade Zemlock	Caleb Barlow	Van Cashen	Scott Vaughan	Adam Young	Anthony Dundee	Brad Watson	Parris Jones		Nick Landes	James Naylor	Kristen Cope	
				PM/OC	WTU PE		Planning PE	GIS	Planning PE	Planning QC	OA	Scheduling	ELEC PE		ELEC QC	MP	M Sr	P Sr	MP QC	ST PE	ST QC	ARCH	TREAT Lead	TREAT QC	TREAT PE			
			<b>Project Management</b>																									
			Monthly Project Reports		5																						5	
			Client Coordination	12	12					2																	26	
			Project Team Coordination	6	3						2	3				3											17	
			<b>Draft Evaluation Study</b>																									
			Site Visit/ Kick-Off	6	6								6		6	6	1	1		14	6		6		6	64		
			Hydraulics		4		24	8	40	4																80		
			Structural																	24	8					32		
			Electrical System										70													70		
			Pump Selections	10	25																					35		
			Facility Layouts	10	30	30		10					24	20	5								10			139		
			Chemical Evaluation																					18	6	54	78	
			Flow Metering	5	15																					20		
			GST Evaluation	5	10																					15		
			HVAC													24	4	2	4							34		
			Draft Evaluation Study Review Meeting	4	4		3						3			3							3			20		
			<b>Final Evaluation Study</b>																									
			Incorporate City Comments	10	20	14	4	12	8	2			4		1	4	2	1	2				2	1	8	95		
			<b>Total Hours / Quantity</b>	<b>68</b>	<b>134</b>	<b>44</b>	<b>31</b>	<b>30</b>	<b>48</b>	<b>8</b>	<b>2</b>	<b>3</b>	<b>107</b>	<b>20</b>	<b>5</b>	<b>7</b>	<b>40</b>	<b>7</b>	<b>4</b>	<b>6</b>	<b>38</b>	<b>14</b>	<b>10</b>	<b>29</b>	<b>7</b>	<b>68</b>	<b>-</b>	<b>730</b>



## CITY OF GRAND PRAIRIE COMMUNICATION

**MEETING DATE:** 11/01/2022

**PRESENTER:** Gabriel Johnson, Public Works Director

**TITLE:** Annual Contract for Water Tank Cleaning, Inspections, and Repair from Consor Engineers, LLC DBA U.S. Underwater (up to \$101,000.00 annually). This contract will be for one year with the option to renew for four additional one-year periods totaling \$505,000.00 if all extensions are exercised

**REVIEWING COMMITTEE:** (Reviewed by the Finance & Government Committee on 11/01/2022)

### SUMMARY:

<i>Vendor Name:</i>	Consor Engineers, LLC DBA U.S. Underwater
<i>Annual Cost/Total Cost:</i>	\$101,000.00/\$505,000.00
<i>Department:</i>	Water Utilities
<i>Recommended Action:</i>	Approve

### PURPOSE OF REQUEST:

On September 28, 2022, the City of Grand Prairie advertised a Request for Bids (RFB) for Water Tank Cleaning, Inspections, and Repair for a multi-year period. The service to be purchased from this contract will be for the inspection as well as the cleaning and repair (when necessary) all of our elevated and ground water storage tanks. The City has 13 tanks that will be inspected annually, cleaned periodically, and repaired as needed.

### PROCUREMENT DETAILS:

Procurement Method: Cooperative/Interlocal  RFB/RFP  Sole Source  Professional Services

Local Vendor  HUB Vendor

Number of Responses: 1 RFP/RFB #: 22146

Selection Details: Low Bid  Best Value

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Water/Waste Water Fund
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**ATTACHMENTS / SUPPORTING DOCUMENTS:**

1- Bid Summary

Water Tank Cleaning, Inspections, and Repairs

Item 11.

RFB # 22146

TABULATION



**Bid Tabulation**  
 Water Tank Cleaning,  
 Inspections and Repair  
 RFB # 22146

Consor Engineers, LLC  
 DBA U.S. Underwater  
 Mansfield, TX

LOCATIONS		Gallons	UOM	UNIT PRICE
<b>Section 1 - Tank Cleaning Cost</b>				
<b>Ave A Underground Storage Tank</b>				
1a	Minor Cleaning	500,000	EA	\$4,800.00
2a	Moderate Cleaning	500,000	EA	\$7,500.00
3a	Major Cleaning	500,000	EA	\$12,300.00
<b>Robinson Elevated Storage Tank</b>				
2a	Minor Cleaning	1,500,000	EA	\$6,850.00
2b	Moderate Cleaning	1,500,000	EA	\$10,750.00
2c	Major Cleaning	1,500,000	EA	\$14,500.00
<b>Matthew Storage Tank</b>				
3a	Minor Cleaning	1,500,000	EA	\$4,800.00
3b	Moderate Cleaning	1,500,000	EA	\$7,500.00
3c	Major Cleaning	1,500,000	EA	\$10,800.00
<b>Bowls Elevated Storage Tank (DRY)</b>				
4a	Minor Cleaning	2,000,000	EA	\$3,850.00
4b	Moderate Cleaning	2,000,000	EA	\$10,750.00
4c	Major Cleaning	2,000,000	EA	\$17,500.00
<b>South Sector Storage Tank (Not yet in service)</b>				
5a	Minor Cleaning	2,000,000	EA	\$15,400.00
5b	Moderate Cleaning	2,000,000	EA	\$18,000.00
5c	Major Cleaning	2,000,000	EA	\$25,500.00
<b>109th Elevated Storage Tank</b>				
6a	Minor Cleaning	2,000,000	EA	\$3,850.00
6b	Moderate Cleaning	2,000,000	EA	\$7,700.00
6c	Major Cleaning	2,000,000	EA	\$11,550.00
<b>Peninsula Elevated Storage Tank</b>				
7a	Minor Cleaning	2,000,000	EA	\$6,000.00
7b	Moderate Cleaning	2,000,000	EA	\$9,900.00
7c	Major Cleaning	2,000,000	EA	\$13,750.00
<b>Traders Elevated Storage Tank</b>				
8a	Minor Cleaning	2,000,000	EA	\$5,100.00
8b	Moderate Cleaning	2,000,000	EA	\$6,900.00
8c	Major Cleaning	2,000,000	EA	\$8,975.00
<b>Small Elevated Storage Tank</b>				
9a	Minor Cleaning	5,000,000	EA	\$3,850.00
9b	Moderate Cleaning	5,000,000	EA	\$6,000.00
9c	Major Cleaning	5,000,000	EA	\$9,900.00
<b>Pump House Underground Storage Tank</b>				
10a	Minor Cleaning	5,000,000	EA	\$17,500.00
10b	Moderate Cleaning	5,000,000	EA	\$21,350.00
10c	Major Cleaning	5,000,000	EA	\$29,000.00
<b>Pump House # 2 Underground Storage Tank</b>				
11a	Minor Cleaning	8,000,000	EA	\$25,250.00
11b	Moderate Cleaning	8,000,000	EA	\$29,000.00
11c	Major Cleaning	8,000,000	EA	\$37,000.00
<b>Terminal Storage Tank</b>				
12a	Minor Cleaning	12,000,000	EA	\$38,000.00
12b	Moderate Cleaning	12,000,000	EA	\$41,500.00
12c	Major Cleaning	12,000,000	EA	\$48,500.00
<b>Terminal # 2 Storage Tank</b>				
13a	Minor Cleaning	12,000,000	EA	\$38,000.00
13b	Moderate Cleaning	12,000,000	EA	\$41,500.00
13c	Major Cleaning	12,000,000	EA	\$48,500.00

<b>Section 2 - Tank Inspection Cost</b>				
<b>Ave A Underground Storage Tank</b>				
1	Tank Inspection Cost	500,000	EA	\$1,200.00
<b>Robinson Elevated Storage Tank</b>				
2	Tank Inspection Cost	1,500,000	EA	\$1,200.00
<b>Matthew Storage Tank</b>				
3	Tank Inspection Cost	1,500,000	EA	\$1,200.00
<b>Bowls Elevated Storage Tank (DRY)</b>				
4	Tank Inspection Cost	2,000,000	EA	\$1,200.00
<b>South Sector Storage Tank (Not yet in service)</b>				
5	Tank Inspection Cost	2,000,000	EA	\$1,200.00
<b>109th Elevated Storage Tank</b>				
7	Tank Inspection Cost	2,000,000	EA	\$1,200.00
<b>Peninsula Elevated Storage Tank</b>				
7	Tank Inspection Cost	2,000,000	EA	\$1,200.00
<b>Traders Elevated Storage Tank</b>				
8	Tank Inspection Cost	2,000,000	EA	\$1,200.00
<b>Small Elevated Storage Tank</b>				
9	Tank Inspection Cost	5,000,000	EA	\$1,200.00
<b>Pump House Underground Storage Tank</b>				
10	Tank Inspection Cost	5,000,000	EA	\$1,200.00
<b>Pump House # 2 Underground Storage Tank</b>				
11	Tank Inspection Cost	8,000,000	EA	\$1,200.00
<b>Terminal Storage Tank</b>				
12	Tank Inspection Cost	12,000,000	EA	\$1,200.00
<b>Terminal # 2 Storage Tank</b>				
13	Tank Inspection Cost	12,000,000	EA	\$1,200.00



<b>Section 3 - Tank Repair Cost</b>				
<b>Ave A Underground Storage Tank</b>				
1a	Minor Repair	500,000	EA	\$2,200.00
2a	Moderate Repair	500,000	EA	\$4,400.00
3a	Major Repair	500,000	EA	\$8,800.00
<b>Robinson Elevated Storage Tank</b>				
2a	Minor Repair	1,500,000	EA	\$2,200.00
2b	Moderate Repair	1,500,000	EA	\$4,400.00
2c	Major Repair	1,500,000	EA	\$8,800.00
<b>Matthew Storage Tank</b>				
3a	Minor Repair	1,500,000	EA	\$2,200.00
3b	Moderate Repair	1,500,000	EA	\$4,400.00
3c	Major Repair	1,500,000	EA	\$8,800.00
<b>Bowls Elevated Storage Tank (DRY)</b>				
4a	Minor Repair	2,000,000	EA	\$2,200.00
4b	Moderate Repair	2,000,000	EA	\$4,400.00
4c	Major Repair	2,000,000	EA	\$8,800.00
<b>South Sector Storage Tank (Not yet in service)</b>				
5a	Minor Repair	2,000,000	EA	\$2,200.00
5b	Moderate Repair	2,000,000	EA	\$4,400.00
5c	Major Repair	2,000,000	EA	\$8,800.00
<b>109th Elevated Storage Tank</b>				
6a	Minor Repair	2,000,000	EA	\$2,200.00
6b	Moderate Repair	2,000,000	EA	\$4,400.00
6c	Major Repair	2,000,000	EA	\$8,800.00
<b>Peninsula Elevated Storage Tank</b>				
7a	Minor Repair	2,000,000	EA	\$2,200.00
7b	Moderate Repair	2,000,000	EA	\$4,400.00
7c	Major Repair	2,000,000	EA	\$8,800.00
<b>Traders Elevated Storage Tank</b>				
8a	Minor Repair	2,000,000	EA	\$2,200.00
8b	Moderate Repair	2,000,000	EA	\$4,400.00
8c	Major Repair	2,000,000	EA	\$8,800.00
<b>Small Elevated Storage Tank</b>				
9a	Minor Repair	5,000,000	EA	\$2,200.00
9b	Moderate Repair	5,000,000	EA	\$4,400.00
9c	Major Repair	5,000,000	EA	\$8,800.00
<b>Pump House Underground Storage Tank</b>				
10a	Minor Repair	5,000,000	EA	\$2,200.00
10b	Moderate Repair	5,000,000	EA	\$4,400.00
10c	Major Repair	5,000,000	EA	\$8,800.00
<b>Pump House # 2 Underground Storage Tank</b>				
11a	Minor Repair	8,000,000	EA	\$2,200.00
11b	Moderate Repair	8,000,000	EA	\$4,400.00
11c	Major Repair	8,000,000	EA	\$8,800.00
<b>Terminal Storage Tank</b>				
12a	Minor Repair	12,000,000	EA	\$2,200.00
12b	Moderate Repair	12,000,000	EA	\$4,400.00
12c	Major Repair	12,000,000	EA	\$8,800.00
<b>Terminal # 2 Storage Tank</b>				
13a	Minor Repair	12,000,000	EA	\$2,200.00
13b	Moderate Repair	12,000,000	EA	\$4,400.00
13c	Major Repair	12,000,000	EA	\$8,800.00
<b>Repair Materials Cost</b>				
1	<b>Markup for Cost of Repair Materials (%)</b>			20%

SCORECARD



**Evaluation Score Card**  
 Water Tank Cleaning,  
 Inspections, and Repair  
 RFB # 22146

Consor Engineers, LLC DBA U.S. Underwater Mansfield, TX
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<b>Evaluation Criteria</b>	<b>Maximum Score</b>	<b>Score</b>
Price	50.00	50.00
The extent to which the goods and services meet the municipality's needs	15.00	15.00
The Reputation of the Vendor	10.00	10.00
Experience with the City of Grand Prairie or another municipality	10.00	10.00
Qualifications	10.00	10.00
Local Business Preference	5.00	5.00
<b>Total</b>	<b>100.00</b>	<b>100.00</b>



## CITY OF GRAND PRAIRIE COMMUNICATION

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**MEETING DATE:** 11/01/2022

**PRESENTER:** Lisa Norris, Director – Human Resources & Civil Service

**TITLE:** Reject all Proposals from RFB #23008 Classification & Compensation Study

**REVIEWING COMMITTEE:** (Reviewed by the Finance and Government Committee on 11/01/2022)

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### **PURPOSE OF REQUEST:**

Notice of proposal #23008 was advertised in the Fort Worth Star-Telegram and Planet Bids; it was distributed to eleven vendors, including nine HUBs. One response was received.

Staff is recommending the rejection of all proposals received as part of RFP #23008. These services will be performed in-house.

### **FINANCIAL CONSIDERATION:**

None



**CITY OF GRAND PRAIRIE  
RESOLUTION**

**MEETING DATE:** 11/1/2022

**PRESENTER:** Megan Mahan, Assistant City Manager/City Attorney

**TITLE:** Resolution Approving a Donation Agreement with CHI/WILDLIFE LAND, L.P., for the conveyance of approximately 4.740 acres of land to the City of Grand Prairie at 701 W. Wildlife, Blvd., and approve a License Agreement and a Horse Trail and Grazing Easement for the Grand Prairie Police Mounted Patrol Facility and Privately Funded Equine Center

**REVIEWING  
COMMITTEE:**

**SUMMARY:**

CHI/WILDLIFE LAND, L.P. (“CHI”) desires to donate approximately 4.740 acres of land to the City located at 701 W. Wildlife, Blvd., for the City’s use as open space, police facilities, privately funded equine therapy facilities or other similar municipal purposes, including sidewalk, bike path, hiking path, and access pathways for use of the public, and the land will be solely dedicated for these uses. In addition to the donation, CHI will convey a horse trail and grazing easement on the property owned by CHI adjacent to the land at no additional cost to the City.

The City intends to build the Grand Prairie Mounted Patrol Facility (the “Facility”) on the donated land and will grant a license to CHI for the limited purposes of floodplain management, mitigation, remediation, dredging, grading, fill, and other related construction activities for a period of eighteen (18) months after the conveyance of the land to the City.

In addition, several years ago, the City was approached by Hope 4 All to utilize a portion of this property to fundraise and build a facility where Hope 4 All, in conjunction with another non-profit association, STEPS with Horses, would provide privately funded equine assisted mental health services. STEPS’ mission is to improve the mental health and well-being of military service members, first responders and family members, at-risk youth, and others with mental health needs through equine assisted mental health services including counseling and psychotherapy, therapeutic activities, education, community engagement, and research. Equine assisted counseling can be an effective alternative for clients who are not served well by traditional in-office psychotherapy. STEPS will also offer training for other mental health professionals at the Facility.

**FINANCIAL CONSIDERATION: None**

**BODY**

**A RESOLUTION OF THE CITY OF GRAND PRAIRIE, TEXAS, APPROVING A DONATION AGREEMENT WITH CHI/WILDLIFE LAND, L.P., FOR THE CONVEYANCE OF APPROXIMATELY 4.740 ACRES OF LAND TO THE CITY OF GRAND PRAIRIE, TEXAS, AT 701 W. WILDLIFE, BLVD., AND APPROVING A LICENSE AGREEMENT AND A HORSE TRAIL AND GRAZING EASEMENT FOR THE GRAND PRAIRIE MOUNTED PATROL FACILITY AND ALLOW FOR A FUTURE PRIVATELY FUNDED EQUINE CENTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS AND ACCEPT DONATIONS FOR THE DEVELOPMENT AND CONSTRUCTION OF THE FACILITY**

**WHEREAS**, CHI/WILDLIFE LAND, L.P. (“CHI”) desires to donate approximately 4.740 acres of land to the City located at 701 W. Wildlife, Blvd. (the “Property”), for the City’s use as open space, police facilities, and potentially privately funded equine therapy facilities, or other similar municipal purposes, including sidewalk, bike path, hiking path, and access pathways for use of the public; and

**WHEREAS**, the City desires to accept the donation of the Property from CHI and the conveyance of a horse trail and grazing easement on land owned by CHI adjacent to the Property at no additional cost to the City; and

**WHEREAS**, the City intends to build the Grand Prairie Police Mounted Patrol Facility and allow space for a privately funded equine therapy center (the “Facility”) on the donated land and will grant a license to CHI for the limited purposes of floodplain management, mitigation, remediation, dredging, grading, fill, and other related construction activities for a period of eighteen (18) months after the conveyance of the land to the City; and

**WHEREAS**, the City and CHI desire to enter into a Donation Agreement, License Agreement, and a Horse Trail and Grazing Easement for the development of the Facility on the Property in the exercise of the City’s governmental functions and in the interest of the health, safety, and welfare of the general public.

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

**SECTION 1.** The recitals and findings above are true and correct and are included in this resolution as if fully set forth herein.

**SECTION 2.** The City Council accepts and approves the donation of approximately 4.740 acres of land located at 701 W. Wildlife, Blvd., from CHI to the City of Grand Prairie, for the Grand Prairie Mounted Patrol Facility and privately funded equine therapy facilities pursuant to a Donation Agreement, License Agreement, and a Horse Trail and Grazing Easement, and the City Manager is authorized to execute any necessary documents and accept donations on behalf of the City for the development and construction of the Facility.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF GRAND PRAIRIE, TEXAS, ON THIS THE 1st DAY OF NOVEMBER 2022.**



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 11/01/2022

**PRESENTER:** Andy Henning – Director of Design + Construction

**TITLE:** Professional Design Services Contract to Populous Architects in an amount not to exceed \$80,000 for full architectural design services for the Grand Prairie Police Mounted Patrol Facility

**REVIEWING COMMITTEE:** (Discussed by the Finance & Government Committee on 10/03/2022 and 11/1/22)

**SUMMARY:**

<i>Vendor Name:</i>	Populous Architects
<i>Total Cost:</i>	Estimated \$80,000
<i>Department:</i>	Design + Construction – Municipal Facilities
<i>Recommended Action:</i>	Approve

**PURPOSE OF REQUEST:**

Populous Architects has provided a professional services fee estimate in the amount of \$80,000 covering conceptual design, schematic design, design development, construction document production, bidding and negotiation consultation and construction administration services for the GPPD Mounted Patrol Facility, including all necessary design consultants. In the event the services are less expensive than \$80,000, the city will only be billed for the actual cost of the services.

Populous Architects was selected for this project due to its extensive knowledge in equine facility construction.

**HISTORY:**

A similar item, which included a phase of the architectural design of an equine therapy facility and the police mounted patrol facility, was discussed by the Finance & Government Committee on 10/03/2022. At that time, the Committee requested a presentation to the full City Council. Staff presented to City Council on 10/11/22. Based on feedback, Staff revised this item to solely relate to the design of the police mounted patrol facility. This item is being reviewed and considered by Finance and Government and the City Council on 11/1/22.

**PROCUREMENT DETAILS:**

Procurement Method: Cooperative/Interlocal  RFB/RFP  Sole Source  Professional Services

Local Vendor  HUB Vendor

Number of Responses: N/A RFP/RFB #: N/A

Selection Details: Low Bid  Best Value/Qualifications

**FINANCIAL CONSIDERATION:**

Funds are available in the FY 2023 Community Policing Fund.



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 11/01/2022

**PRESENTER:** Walter Shumac, Director of Transportation

**TITLE:** Interlocal Agreement (ILA) between the City of Grand Prairie and Tarrant County, Texas, for assistance with the reconstruction of the existing pavement and widening of Jefferson Street from four-lanes to six-lanes in an amount not to exceed \$5,748,450.00

**REVIEWING COMMITTEE:** (Reviewed by the Finance and Government Committee on 11/01/2022)

**SUMMARY:**

<i>Vendor Name:</i>	Tarrant County, Texas
<i>Total Cost:</i>	\$5,748,450
<i>Department:</i>	Transportation
<i>Recommended Action:</i>	Approve

**PURPOSE OF REQUEST:**

The City of Grand Prairie has a long history working with Tarrant County for improving roadways. This project will reconstruct and widen Jefferson Street from SW 23<sup>rd</sup> Street to Great Southwest Parkway. Jefferson Street will be converted from a four-lane to a six-lane concrete roadway. The project will include sidewalks, traffic signal improvements and utility improvements including water, wastewater, and storm drains. This agreement is to provide funding for a 50% reimbursement in an amount not to exceed \$5,748,450.00.

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Street Capital Project Fund (4001)
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**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 11/01/2022

**PRESENTER:** Gabriel Johnson, Director of Public Works and Romin Khavari, City Engineer

**TITLE:** Construction contract with La Banda LLC for Miscellaneous Drainage Project Between Tanbark Court and Sequoia Drive in the total amount of \$180,825.00 for Base Bid; material testing with Team Consultants in the amount of \$7,699.40; in-house engineering in the amount of \$9,041.25; and 5% construction contract contingency in the amount of \$9,041.25 for a total project cost of \$206,606.90

**REVIEWING COMMITTEE:** (Reviewed by the Finance and Government Committee on 11/01/2022)

**SUMMARY:**

<i>Vendor Name:</i>	La Banda LLC
<i>Total Contract Cost:</i>	\$180,825
<i>Department:</i>	Engineering
<i>Recommended Action:</i>	Approve

**PURPOSE OF REQUEST:**

On Tuesday, October 11, 2022, the City of Grand Prairie opened bids on Miscellaneous Drainage Project Between Tanbark Court and Sequoia Drive, W.O. #02213803. The low bidder is La Banda LLC in the total amount of \$180,825.00 for the Base Bid.

This project was identified as part of the FY22 Capital Projects Budget and Capital Projects Plan for Proposed Storm Drainage Projects. The Miscellaneous Drainage Project Between Tanbark Court and Sequoia Drive, W.O. #02213803, project provides for a relief public storm drain system in Iris Drive and Tanbark Court. The Miscellaneous Drainage Project Between Tanbark Court and Sequoia Drive project will address residential lot and house flooding affecting the properties at 1312 Tanbark Court, 1316 Tanbark Court and 1320 Tanbark Court. This project provides for 275 square yards of concrete pavement removal and replacement in Iris Drive and Tanbark Court, installation of 265 linear feet of 24-inch diameter RCP storm drain relief line, 255 linear feet of 18-inch diameter RCP storm drain relief laterals, 195 linear feet of 15-inch diameter HDPE plastic pipe storm drain laterals on the lots of 1312 Tanbark Court and 1320 Tanbark Court and two “Type Y” Inlets on the lots at 1312 Tanbark Court and 1320 Tanbark Court.

This project also provides for relocation of existing water and wastewater service lines and a water line as required to clear the storm drain construction and other items of work necessary to complete the project in accordance with the plans and specifications. The property owners at 1312 Tanbark Court and 1320 Tanbark Court have provided the City with drainage easements to cover the installed of the storm drain relief laterals and inlets on their property.

**PROCUREMENT DETAILS:**

Procurement Method: Cooperative/Interlocal  RFB/RFP  Sole Source  Professional Services

Local Vendor  HUB Vendor

Number of Responses: 2 RFP/RFB #: N/A

Selection Details: Low Bid  Best Value

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Storm Drainage Capital Projects Fund (401592), Activity 02213803
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**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- Bid Summary

## MISCELLANEOUS DRAINAGE PROJECT BETWEEN TANBARK COURT AND SEQUOIA DRIVE PROJECT

### BID TABULATION

CITY OF GRAND PRAIRIE

DATE: **Tuesday, October 11, 2022**

**La Banda LLC**

**Gra Tex Utilities**

Bid Amount

Bid Amount

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE (NUMBER ONLY)	EXTENDED PRICE (NUMBER ONLY)	UNIT PRICE (NUMBER ONLY)	EXTENDED PRICE (NUMBER ONLY)
<b>BASE BID (SECTION 1) - SITE CCMS-5</b>							
1	Mobilization (8%), work fully performed as per specifications	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00
2	Site Preparation, Clearing and Grubbing, work fully performed as per specifications.	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00
3	Construction Staking, work fully performed as per specifications, complete in place.	1	LS	\$ 3,800.00	\$ 3,800.00	\$ 2,500.00	\$ 2,500.00
4	Condition Survey, work fully performed as per specifications.	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 5,000.00	\$ 5,000.00
5	Erosion Control Plan, work fully performed as per specifications, complete in place.	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 3,500.00	\$ 3,500.00
6	Silt Fence, work fully performed as per specifications, complete in place.	330	LF	\$ 3.00	\$ 990.00	\$ 7.50	\$ 2,475.00
7	Inlet Protection, work fully performed as per specifications, complete in place.	4	EA	\$ 200.00	\$ 800.00	\$ 95.00	\$ 380.00
8	Concrete Truck Washout Area, work fully performed as per specifications, complete in place.	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00
9	Traffic Control (Design and Implementation), work fully performed, complete in place.	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 7,500.00	\$ 7,500.00
10	Remove Existing Tree (12" or Larger), work fully performed as per specifications, complete in place.	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 3,000.00	\$ 3,000.00
11	Remove and Replace Concrete Pavement (Including Subgrade Prep.), work fully performed, complete in place.	275	SY	\$ 140.00	\$ 38,500.00	\$ 235.00	\$ 64,625.00
12	15" HDPE Storm Drain, work fully performed, complete in place.	195	LF	\$ 58.00	\$ 11,310.00	\$ 75.00	\$ 14,625.00
13	18" RCP Storm Drain, work fully performed, complete in place.	255	LF	\$ 102.00	\$ 26,010.00	\$ 270.00	\$ 68,850.00
14	24" RCP Storm Drain, work fully performed, complete in place.	265	LF	\$ 125.00	\$ 33,125.00	\$ 289.00	\$ 76,585.00
15	Trench Safety, work fully performed, complete in place.	520	LF	\$ 2.00	\$ 1,040.00	\$ 1.50	\$ 780.00
16	24" RCP Wye Connection to Existing 24" RCP Including Joint Removal and Concrete Collars, work fully performed, complete in place.	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 12,000.00	\$ 12,000.00
17	18" RCP to 15" HDPE Pipe Connections, work fully performed, complete in place.	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 1,850.00	\$ 3,700.00
18	Construct Special 3'x3' "Type Y" Inlet, work fully performed, complete in place.	2	EA	\$ 4,500.00	\$ 9,000.00	\$ 5,500.00	\$ 11,000.00
19	Unclassified Excavation and Grading, work fully performed.	10	CY	\$ 50.00	\$ 500.00	\$ 125.00	\$ 1,250.00
20	Establish Grass by Solid Block Sodding (Including 4" Topsoil), work fully performed, complete in place.	450	SY	\$ 12.00	\$ 5,400.00	\$ 34.00	\$ 15,300.00
21	6" Thick Concrete Encasement for 6" Wastewater Line, work fully performed, complete in place.	40	LF	\$ 100.00	\$ 4,000.00	\$ 100.00	\$ 4,000.00
22	Adjustment and/or Relocation of Water Service and Water Meter Box, work fully performed, complete in place.	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
23	Allowance for Remove, Cap and Replace Existing Irrigation System Lines, work fully performed, complete in place	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
24	Water Line Lowering (6"), work fully performed, complete in place.	30	LF	\$ 95.00	\$ 2,850.00	\$ 1,150.00	\$ 34,500.00
25	4" PVC (SDR 35) Wastewater Lateral Relocation and Cleanouts, work fully performed, complete in place.	100	LF	\$ 55.00	\$ 5,500.00	\$ 95.00	\$ 9,500.00
<b>Total Bid Amount BASE BID</b>					\$ 180,825.00	\$ 357,570.00	



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 11/01/2022

**PRESENTER:** Gabe Johnson, Director of Engineering and Public Works

**TITLE:** Construction contract with Landmark Structures in the amount of \$11,286,000.00 for Robinson Road 2.0 Million Gallon Elevated Storage Tank, with a 5% contract contingency of \$564,300.00, materials testing with TEAM consultants for \$22,482.60 and a 1% in-house labor distribution of \$112,860.00, totaling \$11,985,642.60

**REVIEWING COMMITTEE:** Reviewed by the Finance and Government Committee on 11/01/2022

**SUMMARY:**

<i>Vendor Name:</i>	Landmark Structures
<i>Annual Cost/Total Cost:</i>	\$11,985,642.60
<i>Department:</i>	Engineering and Public Works
<i>Recommended Action:</i>	Approve

**PURPOSE OF REQUEST:**

On January 8, 2019, the City Council awarded an Engineering Consulting contract to Freese and Nichols for the Design of 12 MG pump station (currently under construction), 2.0 MG elevated storage Tank and demolition of existing site facilities. These improvements were identified in the 2018 City Water Master Plan update to increase Storage Capacity, improve water service and quality, and meet 2040 service demands especially for the growing southern portion of the City. This project provides for the construction of 2.0 MG storage tank and the demolition of existing 1.0 MG tank.

On Tuesday, October 11, 2022, Competitive Sealed Proposals (CSP) for the Robinson Road 2.0 MG Elevated Storage Tank project were received and opened publicly at the City of Grand Prairie and virtually on the Zoom. A total of Two (2) proposals were received. A table outlining the proposal price and the total evaluated proposal score awarded to each Contractor is shown below.

<b>Contractor</b>	<b>Proposal Price</b>	<b>Total Score</b>
Landmark Structures	\$11,286,000	97
Caldwell Tanks	\$16,900,000*	61.13

\*Amount shown on the proposal form

The total Engineer’s opinion of probable construction cost was \$12,858,945. Landmark Structures had the lowest proposal price with a bid of \$11,286,000. The bid tabulations were checked for errors and omissions, and one discrepancy was found; Caldwell’s actual proposal price totaled to \$16,885,000. This error did not impact the overall proposal score.

The evaluation committee, including key City staff, met with Freese and Nichols Inc. to evaluate each contractor based on the Proposal Price and Proposer’s Key Personnel, Relevant Experience, Safety Record, and Project Methodology.

After the committee reviewed and evaluated proposals, it is recommended that Landmark Structures be awarded this project for \$11,286,000. Landmark is qualified, financially sound, responsive, and has previous experience working with the City on composite elevated tanks. Construction is anticipated to begin in December 2022 with completion in August 2024.

In addition to approving the awarding of the construction contract to Landmark Structures, we also request approval of the materials testing contract with TEAM consultants as well as the labor distribution portion of the project.

**PROCUREMENT DETAILS:**

Procurement Method: Cooperative/Interlocal  RFB/RFP  Sole Source  Professional Services

Local Vendor  HUB Vendor

Number of Responses: 2 RFP/RFB #:

Selection Details: Low Bid  Best Value

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	500592 – WTER – 2N - 2.0 MG Robinson Road EST and 12 MGD Pump Station Fund, 01910603		
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If Capital Improvement:					
Total Project Budget	\$12,500,000.00	Proposed New Funding:	None	Remaining Funding:	\$514,375.40

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

- 1- Recommendation of Award
- 2- Materials Testing Proposal

# MEMORANDUM



Innovative approaches  
Practical results  
Outstanding service

4055 International Plaza, Suite 200 • Fort Worth, Texas 76109 • 817-735-7300 • fax 817-735-7491

www.freese.com

**TO:** Romin Khavari, City Engineer

**FROM:** Aaron Conine, P.E.

**SUBJECT:** Recommendation of Award for Robinson Road 2.0 MG Elevated Storage Tank Project (W.O. #619.106)

**DATE:** October 18, 2022

Proposals for the Robinson Road 2.0 MG Elevated Storage Tank project were received and opened publicly on Tuesday October 11, 2022, at the City of Grand Prairie and virtually on the Zoom platform. Two (2) proposals were received for the competitive sealed proposal (CSP). A table outlining the proposal price and the total evaluated proposal score awarded to each Contractor is shown below.

Contractor	Proposal Price (60 possible points)	Total Evaluated Proposal Score
Landmark Structures	\$11,286,000	97
Caldwell Tanks	\$16,900,000*	61.13

\*Amount shown on the proposal form

The total Engineer’s opinion of probable construction cost was \$12,858,945. Landmark Structures had the lowest proposal price with a bid of \$11,286,000. The bid tabulations were checked for errors and omissions, and one discrepancy was found; Caldwell’s actual proposal price totaled to \$16,885,000. This error did not impact the overall proposal score.

The evaluation committee met with FNI to evaluate each Contractor based on the Proposal Price and the Proposer’s Key Personnel, Relevant Experience, Safety Record, and Project Methodology.

After reviewing the proposals, it is recommended that Landmark Structures be awarded the project for the amount of \$11,286,000. Landmark is qualified, financially sound, responsive, and has previous experience working with the City on composite elevated tanks.

Attachments: Bid tabulation

Recommendation of Award for Robinson Road 2.0 MG Elevated Storage Tank Project  
(W.O. #619.106)  
October 18, 2022  
Page 2 of 4



- cc: Gabe Johnson – Public Works Director  
Douglas Taylor – Utility Operations Manager  
George Fanous – Senior Engineer  
Mickey Tucker – Water Production Supervisor  
Amanda Johnson – Assistant Project Manager

## Bid Tab Summary



**Robinson Road Elevated Storage Tank  
W. O. # 619.106**

Item 17.

CITY OF GRAND PRAIRIE  
DATE: 10/11/2022

NO.	DESCRIPTION	QUANTITY	UNIT	Landmark		Caldwell	
				UNIT PRICE (NUMBER ONLY)	EXTENDED PRICE (NUMBER ONLY)	UNIT PRICE (NUMBER ONLY)	EXTENDED PRICE (NUMBER ONLY)
1	Mobilization, work fully performed as per specifications, complete in place.	1	LS	\$ 200,000.00	\$ 200,000.00	\$ 485,000.00	\$ 485,000.00
2	Site Preparation, Clearing and Grubbing, work fully performed as per specifications.	1	LS	\$ 235,000.00	\$ 235,000.00	\$ 25,000.00	\$ 25,000.00
3	As-Built Survey, for final survey of improvements at the request of the Owner.	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 15,000.00	\$ 15,000.00
4	Construction Staking, work fully performed as per specifications, complete in place.	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00
5	Barricading and Traffic Control, design and implementation, complete in place.	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 17,000.00	\$ 17,000.00
6	Joint Stormwater Pollution Prevention Plan (SWPPP), furnish and install complete with NOI and NOT submittals.	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 20,000.00	\$ 20,000.00
7	Asbestos Testing and Mitigation of Existing Facilities, work fully performed	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00
8	Demolition of Existing 1.0 MG EST, work fully performed	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 205,000.00	\$ 205,000.00
9	Demolition of Existing Pump Station, work fully performed	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00
10	Demolition of Existing Well, work fully performed	1	LS	\$ 115,000.00	\$ 115,000.00	\$ 325,000.00	\$ 325,000.00
11	Miscellaneous Demolition, work fully performed	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 20,000.00	\$ 20,000.00
12	Saw Cut and Remove Concrete Pavement, work fully performed	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 6,000.00	\$ 6,000.00
13	2.0 MG Composite EST, design and implementation, complete in place.	1	LS	\$ 7,986,000.00	\$ 7,986,000.00	\$ 13,156,530.00	\$ 13,156,530.00
14	EST Electrical, work fully performed, complete in place.	1	LS	\$ 865,000.00	\$ 865,000.00	\$ 1,195,000.00	\$ 1,195,000.00
15	Instrumentation and SCADA, work fully performed, complete in place.	1	LS	\$ 125,000.00	\$ 125,000.00	\$ 130,000.00	\$ 130,000.00
16	Concrete Parking Lot and Driveway, furnish and install, work fully performed.	1	LS	\$ 400,000.00	\$ 400,000.00	\$ 275,000.00	\$ 275,000.00
17	5' Concrete Sidewalk, furnish and install, work fully performed.	90	SY	\$ 110.00	\$ 9,900.00	\$ 115.00	\$ 10,350.00
18	Concrete Outfall Structure for Tank Overflow, furnish and install, work fully performed.	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 55,000.00	\$ 55,000.00
19	Chemical Feed and Storage Improvements, work fully performed, complete in place.	1	LS	\$ 230,000.00	\$ 230,000.00	\$ 384,000.00	\$ 384,000.00
20	Drainage Improvements, work fully performed, complete in place.	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 23,000.00	\$ 23,000.00
21	Antenna Provider Area	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 31,000.00	\$ 31,000.00
22	Connect to Existing 24" Waterline, work fully performed.	1	EA	\$ 75,000.00	\$ 75,000.00	\$ 86,000.00	\$ 86,000.00
23	Water Main Pipe, Furnish 24" pipe material on hand at job site per section 9-5.10.	54	LF	\$ 600.00	\$ 32,400.00	\$ 700.00	\$ 37,800.00
24	Water Main Pipe Install, Install 24" water line pipe complete in place including backfill, fittings, and cleanup.	54	LF	\$ 600.00	\$ 32,400.00	\$ 600.00	\$ 32,400.00
25	4" SDR 26 Sanitary Sewer (ASTM D3034 PVC), Furnish and install 4" sewer including backfill, fittings, manholes, and cleanup.	106	LF	\$ 500.00	\$ 53,000.00	\$ 100.00	\$ 10,600.00
26	Crushed Stone Pipe Embedment, furnish and install, work fully performed.	160	LF	\$ 100.00	\$ 16,000.00	\$ 100.00	\$ 16,000.00
27	Trench Safety, furnish and install complete in place, including sheeting, shoring and bracing where required by OSHA Standards that are in effect at the time of bid opening.	160	LF	\$ 10.00	\$ 1,600.00	\$ 200.00	\$ 32,000.00
28	24" Full-Spool Electromagnetic Flow Meter, furnish and install complete in place, work fully performed	1	EA	\$ 45,000.00	\$ 45,000.00	\$ 40,000.00	\$ 40,000.00
29	12.5' x 9' x 10.5' Precast Meter Vault, furnish and install complete in place, work fully performed.	1	LS	\$ 85,000.00	\$ 85,000.00	\$ 86,000.00	\$ 86,000.00
30	Bermuda Sod, furnish and install complete in place, including an erosion fiber mat.	660	SY	\$ 10.00	\$ 6,600.00	\$ 20.00	\$ 13,200.00
31	Hydromulch, furnish and install complete in place, including an erosion fiber mat.	6,730	SY	\$ 50.00	\$ 336,500.00	\$ 4.00	\$ 26,920.00
32	8-foot Chain Link Security Fence with Gate, installed in place per plans and specifications	260	LF	\$ 100.00	\$ 26,000.00	\$ 170.00	\$ 44,200.00
33	18" Line Stop, furnish and install, complete in place	1	EA	\$ 58,600.00	\$ 58,600.00	\$ 56,000.00	\$ 56,000.00
<b>TOTAL AMOUNT BID</b>				<b>\$</b>	<b>11,286,000.00</b>	<b>\$</b>	<b>16,885,000.00</b>
<b>Add (+) or Deduct (-)</b>				<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>
<b>TOTAL AMOUNT BID (BASE BID + Add/Deduct)</b>				<b>\$</b>	<b>11,286,000.00</b>	<b>\$</b>	<b>16,885,000.00</b>

Comments:

Comments:

The extended price for bid item number three was shown as \$30,000 on the proposal form. Based on the quantity and unit price, the total price should have been listed as \$15,000

# TEAM Consultants, Inc.

Geotechnical • Environmental • Construction Materials Testing

Item 17.

September 26, 2022  
Project No. 225300  
Via: Email

Mr. Robert Barron.  
Inspection Supervisor  
City of Grand Prairie  
PO Box 534045  
Grand Prairie, TX 75053-4045

Re: **Submittal of Budget Estimate  
For Construction Materials Testing Services  
Robinson Road 2.0 MG Elevated Storage Tank  
W.O. # 619.106  
Grand Prairie, Texas**

Dear Mr. Barron,

In accordance with your request, attached is our budget estimate for providing Construction Materials Testing Services for the above referenced project. Included are estimated testing services to be conducted according to an on-call basis with unit fees for those services. If additional testing is requested, charges will be by the unit rates as listed.

The contact personnel within TEAM Consultants, Inc. for the above referenced project are:

Dispatch:	Mr. Jeff Bailey
CMT Manager:	Mr. Bruce Walton
CMT Assistant Supervisor:	Mr. Tim George

We appreciate the opportunity to be of service to you. If you have any questions, or if I can be of any assistance, please do not hesitate to call me at (214) 331-4395. Should this budget estimate meet with your approval, please sign and return one copy to this office as our formal notification to proceed.

Sincerely,

TEAM Consultants, Inc.



Bruce Walton  
CMT Manager

Attachments: Budget Estimate

Authorized by: \_\_\_\_\_

Date: \_\_\_\_\_

**Geotechnical & Material Testing**  
**Job Assignment Specification Sheet**

Project #: **W.O. #619.106**  
Vendor #: **225300**  
Contract #: **19087**

Owner: **City of Grand Prairie**

Contractor: **TEAM Consultants, Inc.**

Project: **Robinson Road 2.0 MG Elevated Storage Tank**

Original Contract Date: **June 5, 2019**

ITEM NO.	DESCRIPTION OF ITEM	Unit of Measure	Approved Quantity	Unit Price	Value of Completed Work
<b>Concrete</b>					
1	Compression Test Cylinders (Making & Breaking), each	EACH	100	\$17.00	\$1,700.00
2	Air Content, Slump, Temperature, Unit Weight and Making Cylinders, (Per hour)	HOURL	80	\$55.00	\$4,400.00
3	Next Day Cylinder pickup, (Per hour)	HOURL	25	\$55.00	\$1,375.00
4	Vehicle charge, (Per Trip)	TRIP	50	\$35.00	\$1,750.00
5	Flexural Beam Testing, each	EACH		\$32.50	\$0.00
6	4" Diameter Core, (Per inch of depth)	INCH		\$8.00	\$0.00
7	2" Diameter Core, (Per inch of Depth)	INCH		\$6.00	\$0.00
8	Core Thickness Measurement, (each)	EACH		\$9.75	\$0.00
9	Patching of Core Holes, each	EACH		\$11.00	\$0.00
10	Coring Technician Time, hour	HOURL		\$52.75	\$0.00
11	Sawing and/or Capping Cores, each	EACH		\$16.00	\$0.00
12	Compression Test of Cores, each	EACH		\$22.00	\$0.00
13	Mix Design Review, each	EACH	4	\$152.40	\$609.60
14	Mix Design Formulation w/Aggregate Tests Include Specific Gravity/Sieve Analysis/Unit WT-200, each	EACH		\$800.00	\$0.00
15	Additional Mix Design Utilizing Above Mix Analysis, each	EACH		\$430.00	\$0.00
16	Mix Design Formulation Revision, each	EACH		\$250.00	\$0.00
17	Engineering Tech (NICET) for Quality Assurance Monitoring of Onsite Work, hour	HOURL		\$58.00	\$0.00
18	Pre-pour Reinforcing Steel Placement Inspection, hour	HOURL		\$58.00	\$0.00
19	Sampling for In-Lab Test, hour	HOURL	6	\$58.00	\$348.00
20	Batching Mix Design in Preparation for Making Lab Confirmation Cylinders or Beams, hour	EACH		\$170.00	\$0.00
21	Batch Plant Observation Supporting Concrete Placement, hour	HOURL		\$63.40	\$0.00
22	Concrete Flatness, (Up to 20,000 Sq. Ft.)	LUMP SUM		\$790.00	\$0.00
23	Concrete Flatness, (Over 20,000 Sq. Ft. - per Sq. Ft.)	SQFT		\$0.05	\$0.00
24	Certified Welding Inspector, hour	HOURL		\$77.40	\$0.00
<b>HMAC</b>					
25	Density Nuclear Method, (technician & gauge charge) (Per hour)	HOURL		\$65.00	\$0.00
26	6" Diameter Core for in Place Density, (per inch of Depth)	INCH		\$11.30	\$0.00
27	Coring HMAC Technician Time, hour	HOURL		\$60.60	\$0.00
28	Core Depth Measurement, core (each)	EACH		\$9.25	\$0.00
29	Patching Core Holes, each	EACH		\$10.00	\$0.00
30	Vehicle Charge (per Trip)	TRIP		\$35.00	\$0.00
31	Ignition Oven Burn Off (% Bitumen and aggregate gradation), each	EACH		\$185.40	\$0.00
32	Lab Density, each	EACH		\$35.00	\$0.00
33	Stability Test, each	EACH		\$45.00	\$0.00
34	Maximum Specific Gravity, each	EACH		\$85.00	\$0.00
35	Batch Plant Hot Bin Analysis, hour	HOURL		\$74.00	\$0.00
36	Material Sampling For In-lab Tests, hour	HOURL		\$58.00	\$0.00
<b>Professional</b>					
37	Chief Engineer Scientist, hour	HOURL		\$185.00	\$0.00
40	Senior Technician, hour	HOURL	36	\$69.50	\$2,502.00
41	Senior Project Engineer Professional Engineer, hour	HOURL		\$160.40	\$0.00
42	Project Engineer Scientist Geologist, hour	HOURL	2	\$129.50	\$259.00
43	Graduate Engineer Project Manager, hour	HOURL		\$111.00	\$0.00
44	Staff Scientist Geologist Engineer, hour	HOURL		\$100.00	\$0.00
45	Clerical, hour	HOURL		\$54.60	\$0.00
46	Drafter, hour	HOURL		\$65.00	\$0.00
47	Engineering and Report Review, hour	HOURL		\$136.00	\$0.00
<b>Geotechnical</b>					
48	Undisturbed Soil Sample, each	EACH		\$12.50	\$0.00
49	Visual Classification, each	EACH		\$12.50	\$0.00
50	Classification ASTM D-2487, each	EACH		\$105.00	\$0.00
51	Sample Preparation, hour	HOURL		\$63.00	\$0.00
52	Atterburg Limits RAW PI, each	EACH	5	\$55.00	\$275.00
53	Soil w/Additive, each	EACH		\$65.00	\$0.00
54	Bar Lineal Shrinkage, each	EACH	1	\$46.00	\$46.00
55	Moisture Density Relationship (Proctor) Standard (ASTM D-698) each	EACH	5	\$185.00	\$925.00
57	Moisture Density Relationship (Proctor) Modified (ASTM D-1557) each	EACH		\$220.00	\$0.00
59	THD 113E, each	EACH		\$220.00	\$0.00
60	Unit Weight, each	EACH		\$32.50	\$0.00
61	Unit Weight (Dry Rodded), each	EACH		\$35.00	\$0.00
62	-200 Sieve Analysis, each Decant	EACH		\$42.00	\$0.00
63	Laboratory Moisture Content, each	EACH		\$8.40	\$0.00
64	Sieve Analysis (Fine Aggregate), each	EACH		\$84.00	\$0.00
65	Sieve Analysis (Large Aggregate), each	EACH	2	\$84.00	\$168.00
66	Sieve Analysis (Finer than 200 Sieve), each (Hydrometer Analysis)	EACH		\$115.00	\$0.00
67	Lime or Cement Series Determination (5 points)	EACH		\$315.00	\$0.00
68	pH Series (6 points), each	EACH		\$248.70	\$0.00
69	Sulphate Test (TEX 145E), each (5 days turnaround)	EACH		\$69.00	\$0.00

**Geotechnical & Material Testing**  
**Job Assignment Specification Sheet**

Project #: **W.O. #619.106**  
Vendor #: **225300**  
Contract #: **19087**

Owner: **City of Grand Prairie**

Contractor: **TEAM Consultants, Inc.**

Project: **Robinson Road 2.0 MG Elevated Storage Tank**

Original Contract Date: **June 5, 2019**

ITEM NO.	DESCRIPTION OF ITEM	Unit of Measure	Approved Quantity	Unit Price	Value of Completed Work
70	Sulphate Test (TEX 145E), each (48 hour turnaround)	EACH		\$134.00	\$0.00
71	Specific Gravity, each (Aggregate)	EACH		\$63.00	\$0.00
72	Absorption, each	EACH		\$35.00	\$0.00
73	Los Angeles Abrasion (Large Aggregate), each	EACH		\$235.00	\$0.00
74	Los Angeles Abrasion (Small Aggregate), each	EACH		\$235.00	\$0.00
75	Texas Wet Ball Mill, each	EACH	1	\$250.00	\$250.00
76	Gradation (Lime or Cement Stabilized), hour	HOUR		\$58.00	\$0.00
77	Limed Soil Depth Measurement, hour	HOUR		\$58.00	\$0.00
78	In Place Moisture Density, (per Hour) (Tech & Gauge)	HOUR	90	\$70.00	\$6,300.00
79	Unconfined Compression Test Soil, each (Including Moisture)	EACH		\$50.00	\$0.00
80	Unconfined Compression Test Rock, each (Including Moisture)	EACH		\$60.00	\$0.00
81	Confined Compressions Test (UU), each	EACH		\$129.00	\$0.00
82	Triaxial Consolidated Undrained w/Pore Pressure Measurement, speci (3 Stage)	STAGE		\$1,300.00	\$0.00
83	Triaxial Consolidated Drained, per stage	STAGE		\$950.00	\$0.00
84	Consolidated Test, each	EACH		\$500.00	\$0.00
85	Direct Shear Consolidated Drained Sand & Gravel, point	POINT		\$232.00	\$0.00
86	Direct Shear Consolidated Drained Silt & Clay, point	POINT		\$232.00	\$0.00
87	California Bearing Ratio, each	EACH		\$416.70	\$0.00
88	THD Triaxial, each	EACH		\$1,600.00	\$0.00
89	Swell, each Absorption Pressure	EACH		\$140.00	\$0.00
90	Permeability Test Falling Head, each	EACH		\$400.00	\$0.00
91	Permeability Test Tiraxial, each	EACH		\$525.00	\$0.00
92	Permeability Test Flex Wall, each	EACH		\$525.00	\$0.00
93	Permeability Test Granular Soils, each (Constant Head)	EACH		\$400.00	\$0.00
94	Permeability Test Pressure Head w/Back Pressure Saturation, each	EACH		\$515.00	\$0.00
95	Electrical Resistivity, THD Method, each	EACH		\$166.70	\$0.00
96	Truck Mounted Mobilization, mile	MILE		\$4.00	\$0.00
97	Truck Mounted Mobilization, trip	TRIP		\$371.70	\$0.00
98	Buggy/Ave Mounted, mile	MILE		\$5.50	\$0.00
99	Buggy/Ave Mounted, trip	TRIP		\$613.40	\$0.00
100	Site Access Clearing (including disposal and revegetation) Lump Sum (**QOR)	LS		QOR	
101	Per Diem Per Man, (per day as per Federal Per Diem Rate Standard)	DAY		QOR	
102	Intermittent Soil Sampling w/Truck @ 5' Intervals 0-25' Depth, foot	FOOT		\$14.40	\$0.00
103	Intermittent Soil Sampling w/Truck @ 5' Intervals 25-50' Depth, foot	FOOT		\$16.90	\$0.00
104	Intermittent Soil Sampling w/Truck @ 5' Intervals 50-100' Depth, foot	FOOT		\$19.50	\$0.00
105	Continuous Soil Sampling w/Truck 0-10' Depth, foot	FOOT		\$17.50	\$0.00
106	Intermittent Soil Sampling w/ATV @ 5' Intervals 0-25' Depth, foot	FOOT		\$18.00	\$0.00
107	Intermittent Soil Sampling w/ATV @ 5' Intervals 25-50' Depth, foot	FOOT		\$20.40	\$0.00
108	Intermittent Soil Sampling w/ATV @ 5' Intervals 50-100' Depth, foot	FOOT		\$23.90	\$0.00
109	Continuous Soil Sampling w/ATV 0-10' Depth, foot	FOOT		\$21.00	\$0.00
110	Continuous Soil Sampling w/ATV 10-50' Depth, foot	FOOT		\$33.40	\$0.00
111	Auger Drilling Without Sample, foot	FOOT		\$10.70	\$0.00
112	Rock Coring w/NX Size, Core Barrel 0-25' Depth Carbide Bit, foot	FOOT		\$27.50	\$0.00
113	Rock Coring w/NX Size, Core Barrel 25-50' Depth Carbide Bit, foot	FOOT		\$29.50	\$0.00
114	Rock Coring w/NX Size, Core Barrel 50-75' Depth Carbide Bit, foot	FOOT		\$30.50	\$0.00
115	Rock Coring w/NX Size, Core Barrel 75-100' Depth Carbide Bit, foot	FOOT		\$32.00	\$0.00
116	Rock Coring w/NX Size, Core Barrel 50-75' Depth Diamond Bit, foot	FOOT		\$37.20	\$0.00
117	CME 5' Continuous Sampler 0-50' Depth, run	RUN		\$22.00	\$0.00
118	Stand By or Access Time, hour	HOUR		\$200.00	\$0.00
119	Drilling w/Auger Rig, hour	HOUR		\$225.00	\$0.00
120	Minimum Drill Fee	FEE		\$800.00	\$0.00
121	Post Injection Sub-grade Evaluation Per Boring Including Moisture and Free Swell Determination	EACH		\$650.00	\$0.00
122	Minimum Post Injection Charge	EACH		\$1,500.00	\$0.00
125	Vehicle Charge, (Per Trip)	TRIP	45	\$35.00	\$1,575.00

**TOTAL WORK ORDER AMOUNT: \$22,482.60**



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 11/01/2022

**PRESENTER:** Gabe Johnson, Director of Engineering and Public Works

**TITLE:** Change Order 3 to the Professional Engineering Services contract with Freese and Nichols, Inc. for the Robinson Road Pump Station and Elevated Storage Tank project in the amount of \$423,530.00

**REVIEWING COMMITTEE:** (Reviewed by the Finance and Government Committee on 11/01/2022)

**SUMMARY:**

<i>Vendor Name:</i>	Freese and Nichols Inc.
<i>Total Cost:</i>	\$2,237,506.00
<i>Department:</i>	Engineering and Public Works
<i>Recommended Action:</i>	Approve

**PURPOSE OF REQUEST:**

The Robinson Road Pump Station and Elevated Storage Tank was identified as part of the FY19 Capital Projects Budget and Capital Projects Plan for proposed water projects. A contract was approved by City Council (19-8529) on January 8, 2019, in the amount of \$1,695,000. The design included the following:

**Robinson Road 12 MGD Pump Station**

- Design of Pump Station and appurtenances to house four (4) new horizontal split case pumps and motors to deliver a firm capacity of 12 MGD and associated yard piping required to connect the proposed Pump Station to the existing system
- Bid Phase Services
- General Representation Construction Phase Services

**Robinson Road 2 MG Composite Elevated Storage Tank**

- Design of Composite Elevated Storage Tank and appurtenances Chemical Storage Tanks and Pads for Residual Boosting Design of an Active Mixing System

**Demolition of Site Facilities**

- Existing Fire Station to include asbestos sampling
- Existing elevated Storage Tank to include Heavy Metals Paint sampling
- Existing Fire Tower and associated training equipment

Proposed Change Order 3 in the amount of \$423,530 is related to the construction phase services of the 2.0 MG elevated storage tank will provide for:

- Resident Project Representative (RPR) in the amount of \$220,000 provides for Engineer’s onsite representation throughout the construction period including dealing in matters pertaining to the on-site work, facilitating, and conducting progress meetings, ensuring that certificates maintenance and operation manuals coordinating with the contractor on behalf of the engineer, reviewing construction invoices and application for payment for contractor for compliance, drafting proposed amendments and change orders, furnishing the engineer with periodic reports and acting as a liaison between the Owner (City) and the contractor.
- Construction phase Services (General representation and Coating inspection) in the amount of 203,530 provides for assisting owner in the preparation of construction contract documents, preparing agenda, and conducting pre-construction conference, reviewing construction schedule, establishing communication requests, reviewing project submittals and shop drawings and project modification requests, and making site visits during construction period. FNI will retain a subconsultant for service for the elevated tank to review spot surface preparation and coating inspection as well as reviewing project plans, evaluate proper surface preparation and coating applications, checking coating products for compliance, checking mixing application for each coating products, and providing a coating inspector. This service also includes providing welding inspection services during the tank construction and X-ray testing of welds.

**HISTORY:**

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<i>Original Contract:</i>	\$1,695,000.00	01/08/2019	See above
<i>Change Order 1</i>	\$84,400.00	07/05/2020	Additional services requested related to pump station project
<i>Change Order 2</i>	\$34,576.00	08/08/2022	Additional requested services related to the bid phase of the Elevated Storage Tank
<i>Change Order 3</i>	\$423,530.00	11/15/2022	See above

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	500592 – WTER – 2N - 2.0 MG Robinson Road EST and 12 MGD Pump Station Fund, 01910603
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If Capital Improvement:					
Total Project Budget	\$12,500,000.00	Proposed New Funding:	None	Remaining Funding:	\$90,845.40

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

1- Change Order Quote/Details



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**EXHIBIT A**

July 27, 2022

Mr. Gabe Johnson  
Public Works Director  
City of Grand Prairie  
300 W Main Street  
P O Box 534045  
Grand Prairie, Texas 75053-4045

Re: Robinson Road EST Engineering Services Agreement

Dear Mr. Johnson,

Freese and Nichols, Inc. (FNI) is pleased to provide this proposal for resident representation services for the Robinson Road 2.0 MG Elevated Storage Tank Construction project.

**Summary of Work**

A summary of the work that has been requested includes part-time resident representation for the Robinson Road Elevated Storage Tank.

**Fee Summary**

Task	Amount
Part-time Resident Representation	\$220,000
<b>Total</b>	<b>\$220,000</b>

If this proposal meets with your acceptance, please send the appropriate amendment paperwork for our execution. Please let me know if you have any questions or comments.

Sincerely,

Amanda Johnson, P.E.  
Project Manager

Nicholas Lester, P.E.  
Principal/Vice President



**Exhibit "A"**  
**Scope of Services - OWNER of Grand Prairie**  
**Robinson Road Elevated Storage Tank RPR Resident Project Representative (RPR)**

- A. The Engineer will have a Resident Project Representative on the Site. The duties, responsibilities and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:
1. Resident Project Representative is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with Engineer and Contractor, keeping Owner advised, as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
- B. Duties and Responsibilities of Resident Project Representative:
1. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by Contractor and consult with Engineer concerning acceptability.
  2. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
  3. Liaison:
    - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of Contract Documents; and assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
    - b. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  4. Shop Drawings and Samples:
    - a. Record date of receipt of Shop Drawings and Samples.
    - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
    - c. Advise Engineer and Contractor of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Engineer.
  5. Review of Work, Rejection of Defective Work, Inspections and Tests:
    - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

- b. Report to Engineer whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
        - c. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the Contractor maintains adequate records thereof; and observe record and report to Engineer appropriate details relative to the test procedures and start-ups.
        - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Engineer.
6. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
7. Request for Revisions: Consider and evaluate Contractor's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. Records:
  - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to Contractor and other Project related documents.
9. Reports:
  - a. Furnish to Engineer periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
  - b. Consult with Engineer in advance of scheduled major tests, inspections or start of important phases of the Work.
  - c. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from Contractor and recommend to Engineer Written Amendments, Change Orders, Work Change Directives, and Field Orders.
  - d. Report immediately to Engineer and Owner the occurrence of any accident.
10. Payment Requests: Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Owner, noting

particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.

11. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Engineer for review and forwarding to Owner prior to final payment for the Work.

12. Completion:

- a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
- b. Observe whether Contractor has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Conduct a final inspection in the company of Engineer, Owner and Contractor and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance.

C. Limitations of Authority of Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Engineer.
2. Shall not exceed limitations of Engineer's authority as set forth in Agreement or the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractor, Suppliers, or Contractor's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or Contractor.
6. Shall not accept shop drawing or sample submittals from anyone other than the Contractor.
7. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Engineer.

**City of Grand Prairie  
Robinson Road EST - RPR  
7/26/2022  
Detailed Cost Breakdown**

Tasks						
Phase	Task	Basic or Special	Task Description	David Beckman	Total Hours	Total Labor Effort
				RPR		
			RPR	\$164		\$ -
			Part-Time, Resident Project Representative Services (in field) 16 hours per week for 77 weeks	1,232	1,232	\$ 202,048
<b>Total Hours / Quantity</b>				<b>1,232</b>	<b>1,232</b>	
<b>Total Effort</b>				<b>\$ 202,048</b>		<b>\$ 202,048</b>

City of Grand Prairie Robinson Road EST - RPR 7/26/2022 Detailed Cost Breakdown		Project Fee Summary	
		Basic Services	220,000
		Special Services	-
		<b>Total Project</b>	<b>220,000</b>

Tasks				Expenses										
Phase	Task	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	Total Expense Effort
							RPR							
			Part-Time, Resident Project Representative Services (in field) 16 hours per week for 77 weeks	1,232	11,550								657.5	\$ 17,952
<b>Total Hours / Quantity</b>				<b>1,232</b>	<b>11,550</b>	-	-	-	-	-	-	-	658	
<b>Total Effort</b>				<b>\$ 10,472</b>	<b>\$ 6,757</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 723</b>	<b>\$ 17,952</b>

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Two Hundred Twenty Thousand Dollars (\$220,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	89	157
Professional 2	117	183
Professional 3	112	256
Professional 4	177	267
Professional 5	210	375
Professional 6	227	443
Construction Manager 1	111	144
Construction Manager 2	97	185
Construction Manager 3	142	174
Construction Manager 4	166	227
Construction Manager 5	205	286
Construction Manager 6	253	322
Construction Representative 1	90	92
Construction Representative 2	93	101
Construction Representative 3	106	170
Construction Representative 4	123	194
CAD Technician/Designer 1	73	154
CAD Technician/Designer 2	120	179
CAD Technician/Designer 3	157	228
Corporate Project Support 1	61	125
Corporate Project Support 2	80	199
Corporate Project Support 3	126	298
Intern / Coop	53	90

**Rates for In-House Services and Equipment**

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2022.**



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**EXHIBIT B**

July 27, 2022

Mr. Gabe Johnson  
Public Works Director  
City of Grand Prairie  
300 W Main Street  
P O Box 534045  
Grand Prairie, Texas 75053-4045

Re: Robinson Road EST Engineering Services Agreement

Dear Mr. Johnson,

Freese and Nichols, Inc. (FNI) is pleased to provide this proposal for general engineering representation services for the Robinson Road 2.0 MG Elevated Storage Tank Construction project.

**Summary of Work**

A summary of the work that has been requested includes general engineering representation and coating inspection.

**Fee Summary**

Task	Amount
Construction Services (General Representation & Coating Inspection)	\$203,530
<b>Total</b>	<b>\$203,530</b>

If this proposal meets with your acceptance, please send the appropriate amendment paperwork for our execution. Please let me know if you have any questions or comments.

Sincerely,

Amanda Johnson, P.E.  
Project Manager

Nicholas Lester, P.E.  
Principal/Vice President

**Exhibit "B"**  
**Scope of Services - OWNER of Grand Prairie**  
**Robinson Road Elevated Storage Tank Construction**

ARTICLE I

**Robinson Road Elevated Storage Tank Construction**

**BASIC SERVICES:** FNI shall render the following professional services in connection with the development of the Project:

Task 1 – Construction Phase

Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect OWNER in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the OWNER agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

- A. Assist OWNER in the preparation of Construction Contract Documents for construction contracts. OWNER will conform the documents and distribute digitally for execution. Provide OWNER with five (5) hard copies and one digital copy of the conformed plans and specifications for use during construction. Additional sets of documents can be provided as an additional service. A total of ten (10) half-size plans will be distributed to the OWNER and Contractor.
- B. Prepare an agenda and conduct a pre-construction conference with the Contractor(s) and review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract.
- C. Establish communication procedures with the OWNER and Contractor.
- D. Review up to sixty (60) contractor's submittals as required to complete the project, including requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects.
- E. Make one (1) visit to the site every month in conjunction with construction meetings, with a maximum of 18 site visits, to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Contract Documents. In this effort FNI will endeavor to protect the OWNER against defects and deficiencies in the work of Contractors and will report any observed deficiencies to OWNER. Visits to the site in excess of the specified number are an additional service.

- F. Thresh-hold Spot Surface Preparation and Coating Inspection Service: FNI will retain Boswell Consulting as a subconsultant and perform the following tasks:
- a. Provide Thresh-hold/Part Time Spot Surface Preparation and Coating Inspection Service during the interior and exterior coating processes for the elevated tank. Resident representation or full-time inspection services are an additional service.
  - b. Services include:
    - i. Review of project plans and specifications to evaluate that proper surface preparation and coating application techniques are being followed.
    - ii. Submittal of Daily Reports on the days of inspections, including a record of ambient weather conditions, material batch numbers, general and sub-contractor information, and a complete summary of work completed.
    - iii. Checking coating products to verify they meet specs.
    - iv. Checking blast material and anchor profiles of steel.
    - v. Checking mixing and application of each of the coating products.
    - vi. Checking dry film thickness after each coat is cured and before next coat is applied.
    - vii. Monitoring testing of all immersed areas for pin-holes or holidays.
  - c. Services include providing a coating inspector for a maximum of 36 site visits with an average of six hours per visit. During construction FNI will track the inspector's hours and notify the OWNER if additional days are required to complete the project.
- G. Welding Inspection Service: FNI will retain Boswell Consulting as a subconsultant and perform the following tasks:
- a. Provide welding inspection services during the tank construction. Resident representation or full-time inspection services are an additional service.
  - b. Inspector shall perform inspection and testing per AWWA D107.
  - c. Services include:
    - i. Providing a welding inspector at the site for a total of 36 site visits with an average of six hours per visit. The estimated hours for inspection is an assumption and the actual required may vary depending on the Contractor's means and methods. During construction FNI will track the inspector's hours and notify the OWNER if additional hours are required to complete the project.
    - ii. X-Ray Testing of welds
- H. Interpret the drawings and specifications for OWNER and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by OWNER, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
- I. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the OWNER to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the OWNER. Documentation of field orders, where cost to OWNER is not impacted, will also be prepared. Investigations, analyses, studies, or design for



substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the OWNER are an additional service.

- J. Conduct, in company with OWNER's representative, a preliminary walk-through to determine if the project is substantially complete and review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Conduct a final talk-through to determine if all work has been completed. Assist the OWNER in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips is an additional service.
- K. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" and associated CAD and PDF files shall be provided by FNI to the OWNER.

## ARTICLE II

**ADDITIONAL SERVICES:** Additional Services to be performed by PROFESSIONAL, if authorized by OWNER, for additional fee at the rates indicated in Exhibit B, and which are not included in the above-described basic services, are described as follows:

- A. Making revisions to drawings, reports or other documents when such revisions are 1) consistent with approvals or instructions previously given by OWNER or 2) due to other causes not solely within the control of PROFESSIONAL.
- B. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by OWNER.
- C. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- D. Preparing data and reports for assistance to OWNER in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- E. If OWNER provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities, and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. OWNER agrees that whenever FNI informs him in writing that any such personnel provided by the OWNER are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.
- F. Assisting OWNER in claims disputes with Contractor(s).

- G. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- H. Assisting OWNER in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by PROFESSIONAL on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- I. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- J. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- K. Services required to resolve bid protests or to rebid the projects for any reason.
- L. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- M. Providing services after the completion of the construction phase not specifically listed in Article I through Article II.
- N. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the OWNER.
- O. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- P. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- Q. Provide follow-up professional services during Contractor's warranty period.
- R. Environmental Services
  - I. Preparation of a Nationwide Permit (NWP) Pre-Construction Notification (PCN) for submittal to the USACE.
  - II. Conducting an archeological survey along the proposed project.
  - III. Formal delineations of potential waters of the U.S.
  - IV. Preparation of a Preliminary Jurisdictional Determination report.
  - V. Conducting a functional or condition assessment (e.g., TXRAM) on waters of the U.S. potentially impacted by the proposed project.
  - VI. Preparation of an individual 404 permit application (IP).
  - VII. Presence/absence surveys for federally listed threatened/endangered species.
  - VIII. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
  - IX. Application for General Land Office Easement.
  - X. Consultation with the U.S. Fish and Wildlife Service under Section 7 of the Endangered Species Act.
  - XI. Phase I or Phase II Environmental Site Assessment.
  - XII. Conducting tree surveys or preparation of tree preservation plans.
  - XIII. Other environmental services not specifically defined in this scope of services.

ARTICLE IV

**TIME OF COMPLETION:** PROFESSIONAL is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services based on a project advertisement of September 2022.

PROFESSIONAL reserves the right to extend the completion schedule due to OWNER's delays. Additional compensation may be requested by PROFESSIONAL if project is unduly prolonged due to delays beyond the control of PROFESSIONAL.

ARTICLE V

**RESPONSIBILITIES OF OWNER:** OWNER shall perform the following in a timely manner so as not to delay the services of PROFESSIONAL:

- A. Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret, and define OWNER's policies and decisions with respect to PROFESSIONAL's services for the Project.
- B. Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expand ability, and any budgetary limitations; and furnish copies of all design and construction standards which OWNER will require to be included in the drawings and specifications.
- C. Assist PROFESSIONAL by placing at PROFESSIONAL's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- D. Provide information on existing utilities as requested by PROFESSIONAL and agreed to by the OWNER.
- E. Arrange for access to and make all provisions for PROFESSIONAL to enter upon public and private property as required for PROFESSIONAL to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by PROFESSIONAL, obtain advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of PROFESSIONAL.
- G. Give prompt written notice to PROFESSIONAL whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of PROFESSIONAL's services.
- H. Furnish, or direct PROFESSIONAL to provide, Additional Services as stipulated in Exhibit A, Article III of this Agreement or other services as required.
- I. Bear all costs incident to compliance with the requirements of this Article.

City of Grand Prairie Robinson Road EST - Gen Rep 7/26/2022 Detailed Cost Breakdown	Project Fee Summary	
	Basic Services	\$ 203,530
	Special Services	\$ -
	<b>Total Project</b>	<b>\$ 203,530</b>

Tasks				Labor												Total Hours	Total Labor Effort		
Phase	Task	Basic or Special	Task Description	Ryan Cogenorth	Amanda Johnson	Oscar Cantu	Aaron Conine	Peter Bartes	Caleb Barlow	Rebecca Dandoval	David Darley	Janet Frantz	Electrical Engineer IV	Nick Landes	Kristen Cope			Troy Goodwin	Mazen Kawasmi
				EST Senior Advisor	EST PM	EST CAD	Client Coordination	Structural Lead	HVAC Lead	ELEC QC	ELEC EIT	ELEC CAD	ELEC PE	Treatment PE	Treatment Lead			TREAT CAD	Client Rep
			<b>CONSTRUCTION PHASE</b>	\$243	\$176	\$105	\$241	\$267	\$150	\$266	\$136	\$164	\$186	\$235	\$160	\$167	\$312		
			Establish and Maintain Project Doc System		30													30	\$ 5,282
			Monitor Contractor's Submittals																\$ -
			Review Contractor's Submittals	8	60			16	12	4	60		20	16	32			228	\$ 40,418
			Coordination with Contractor	4	12													16	\$ 3,088
			Notify Contractor of non-conforming work, review test reports, equipment, installation reports, etc.	2	2													4	\$ 839
			Interpret drawings and specs for RFIs	2	16				8		16			4	8			54	\$ 8,898
			Coordination with Testing Lab		3													3	\$ 528
			Change Orders	6	18	8			10	1	16	8	2					69	\$ 11,091
			Meetings - Monthly Site Visit (12 ANJ, 4 RMO/ABC)	16	48		16				20		10					110	\$ 20,777
			Preconstruction Meeting	4	6						4		4		4		4	26	\$ 5,208
			Final Punch List	4	4				10		20		10		16			64	\$ 10,319
			Record Drawings	1	10	20		1	8		8	16	2	2	12	24		104	\$ 16,040
			Monthly Invoicing (One Page Reports)		35													35	\$ 6,162
			Final Close Out	3	4													7	\$ 1,434
			<b>Boswell</b>																\$ -
			Coating Inspection																\$ -
			Welding Inspection																\$ -
			<b>Total Hours / Quantity</b>	<b>50</b>	<b>248</b>	<b>28</b>	<b>16</b>	<b>17</b>	<b>48</b>	<b>5</b>	<b>144</b>	<b>24</b>	<b>48</b>	<b>22</b>	<b>72</b>	<b>24</b>	<b>4</b>	<b>750</b>	
			<b>Total Effort</b>	<b>\$ 12,167</b>	<b>\$ 43,663</b>	<b>\$ 2,926</b>	<b>\$ 3,850</b>	<b>\$ 4,540</b>	<b>\$ 7,184</b>	<b>\$ 1,330</b>	<b>\$ 19,570</b>	<b>\$ 3,947</b>	<b>\$ 8,948</b>	<b>\$ 5,180</b>	<b>\$ 11,532</b>	<b>\$ 3,998</b>	<b>\$ 1,246</b>		<b>\$ 130,080</b>

Tasks				Expenses										Subconsultants		Total		
Phase	Task	Basic or Special	Task Description	Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other	Total Expense Effort	Boswell	Total Sub Effort	Total Effort	
							<b>CONSTRUCTION PHASE</b>											\$ -
			Establish and Maintain Project Doc System	30										136	\$ 405		\$ -	\$ 5,898
			Monitor Contractor's Submittals												\$ -		\$ -	
			Review Contractor's Submittals	228											\$ 1,938		\$ -	\$ 42,356
			Coordination with Contractor	16											\$ 136		\$ -	\$ 3,222
			Notify Contractor of non-conforming work, review test reports, equipment, installation reports, etc.	4											\$ 34		\$ -	\$ 873
			Interpret drawings and specs for RFIs	54											\$ 459		\$ -	\$ 9,357
			Coordination with Testing Lab	3											\$ 26		\$ -	\$ 554
			Change Orders	69											\$ 587		\$ -	\$ 11,677
			Meetings - Monthly Site Visit (12 ANJ, 4 RMO/ABC)	110	720										\$ 1,356		\$ -	\$ 22,133
			Preconstruction Meeting	26	60			2,000	50	20	400				\$ 574		\$ -	\$ 5,780
			Final Punch List	64	60										\$ 579		\$ -	\$ 10,898
			Record Drawings	104											\$ 884		\$ -	\$ 16,924
			Monthly Invoicing (One Page Reports)	35											\$ 298		\$ -	\$ 6,460
			Final Close Out	7	60										\$ 95		\$ -	\$ 1,529
			<b>Boswell</b>												\$ -		\$ -	
			Coating Inspection												\$ -	27,897	\$ 30,687	\$ 30,687
			Welding Inspection												\$ -	32,177	\$ 35,395	\$ 35,395
			<b>Total Hours / Quantity</b>	<b>750</b>	<b>900</b>	<b>-</b>	<b>-</b>	<b>2,000</b>	<b>50</b>	<b>20</b>	<b>400</b>	<b>-</b>	<b>136</b>		<b>\$ 60,074</b>			
			<b>Total Effort</b>	<b>\$ 6,375</b>	<b>\$ 527</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 200</b>	<b>\$ 13</b>	<b>\$ 5</b>	<b>\$ 100</b>	<b>\$ -</b>	<b>\$ 150</b>		<b>\$ 7,369</b>	<b>\$ 66,081</b>	<b>\$ 66,081</b>	<b>\$ 203,530</b>

**COMPENSATION**

ATTACHMENT

Item 18.

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Two Hundred Three Thousand Five Hundred Thirty Dollars (\$203,530).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<b>Position</b>	<b>Hourly Rate</b>	
	<b>Min</b>	<b>Max</b>
Professional 1	89	157
Professional 2	117	183
Professional 3	112	256
Professional 4	177	267
Professional 5	210	375
Professional 6	227	443
Construction Manager 1	106	194
Construction Manager 2	97	185
Construction Manager 3	166	227
Construction Manager 4	205	286
CAD Technician/Designer 1	73	154
CAD Technician/Designer 2	120	179
CAD Technician/Designer 3	157	228
Corporate Project Support 1	61	125
Corporate Project Support 2	80	199
Corporate Project Support 3	126	298
Intern / Coop	53	90

**Rates for In-House Services and Equipment**

<b><u>Mileage</u></b>	<b><u>Bulk Printing and Reproduction</u></b>		<b><u>Equipment</u></b>	
Standard IRS Rates		<u>B&amp;W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10		Pressure Data Logger (each) \$200
<b><u>Technology Charge</u></b>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2022.**



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 11/01/2022

**PRESENTER:** Andy Henning – Director of Design + Construction

**TITLE:** Amendment No. 3 regarding the Construction Manager at Risk (CMAR) Contract with Hill & Wilkinson General Contractors (H&W) in the amount of \$839,474.36 for EpicCentral work, including creek and planter landscape work, entry signage framing, event lawn stage finishes and audio equipment, pedestrian bridge design additions and expansion of parking technology

**REVIEWING COMMITTEE:** Reviewed by the Finance & Government Committee on 11/01/2022

**SUMMARY:**

<i>Vendor Name:</i>	Hill & Wilkinson General Contractors Construction Management
<i>Amendment No. 3 Cost:</i>	\$839,474.36
<i>Department:</i>	Design + Construction – Municipal Facilities
<i>Recommended Action:</i>	Approve

**PURPOSE OF REQUEST:**

Approval of a Contract Amendment regarding EpicCentral construction addressing project enhancements, revisions and coordination items. Details outlining the work associated with this Contract Amendment are provided as an attachment to this Council Communication.

The current Contract Amendment No. 3 in the amount of \$839,474.36 will be deducted from the previously approved city-controlled construction contingency which maintains the project within budget while taking on added scope of work and overall project improvements. Items applicable to performance by the Construction Manager at Risk (CMAR) will be incorporated into the current Hill & Wilkinson General Contractors contract for a revised total contract value of \$51,521,335.82.

**HISTORY:**

	<u>Amount</u>	<u>Approval Date</u>	<u>Reason</u>
<i>Construction Contract</i>	\$43,865,000.00	June 15, 2021	Complete base scope of work associated with overall EpicCentral project
<i>Amendment No. 1</i>	\$6,000,000.00	Sept 7, 2021	Inclusion of additional retail 4 and retail 5 construction work
<i>Amendment No. 2</i>	\$816,861.46	Aug 16, 2022	Added project enhancements, revisions and coordination items
<i>Amendment No. 3</i>	\$839,474.36	Nov 15, 2022	Added project enhancements, revisions and coordination items (see Attachment 1 for specifics)
<b><u>New Total Contract Value</u></b>	\$51,521,335.82		

**PROCUREMENT DETAILS:**

Procurement Method: Cooperative/Interlocal  RFB/RFP  Sole Source  Professional Services

Local Vendor  HUB Vendor

Number of Responses: 13 RFP/RFB #: 19142

Selection Details: Low Bid  Best Value/Qualifications

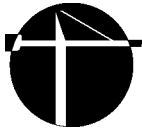
**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Epic Central Capital Projects Fund
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If Capital Improvement:					
Total Construction Project Budget	\$52,865,000.00 (including overall project contingency)	Proposed Transfer Funding:	\$839,474.36 from existing contingency	Remaining Funding:	\$1,343,664.18 in contingency funding

**ATTACHMENTS / SUPPORTING DOCUMENTS:**

1. Amendment Cost Details from Hill & Wilkinson General Contractors



**Proposed Amendment**

**Number: 03**

2703 Telecom Parkway, Suite 120  
Richardson, TX 75082

**Project:** EpicCentral Entertainment District  
2917-2979 South State Highway 161  
Grand Prairie, TX 75051

**Contract Number:** 2184. EpicCentral Entertainment District

**Proposed Change Order #:** 03-COGP Amendment No. 3

**To (Contractor):** Hill & Wilkinson Construction Group  
2703 Telecom Parkway, Suite 120  
Richardson, TX 75082

**Change Order Date:** 10/18/2022

**You are directed to make the following changes in this Contract:**

C.O. Item	Change in Days	UM	Description	Unit Price	Amount
1		LS	Retail 0 Stage Scope of Work		24.83
2		LS	RFI 136 - Garage 2 Level 3 Guardrail		11,237.87
3		LS	Creek Clean-Up		132,404.01
4		LS	Garage 2 Ad Screen Framing & Address Numbers		89,457.85
5		LS	RFI 097 - Retail 1 Low Roof Screen Wall Support (Roofing)		18,761.76
6		LS	RFI 131 - Loop 9 Decorative Railing		7,797.00
7		LS	COGP Amendment No. 2 Insurance, Fee and Bond Costs		40,059.00
8		LS	Design Additions and Revisions to Pedestrian Bridges		55,586.01
9		LS	Infinity Stage Additions		172,791.81
10		LS	Extension of Construction Management Through September 30th, 2022		115,487.00
11		LS	City Loop Fiber Runs		41,963.48
12		LS	Garage 1 Ramp Planter Waterproofing & Landscaping		62,567.76
13		LS	Stage Walls Sheathing & Painting		16,429.53
14		LS	Digital Double-Sided Parking Technology Display - Garage 1		36,269.10
15		LS	Retail 2 Electrical Panel Landscape Screening		2,767.40
16		LS	Retail 4&5 AT&T Boxes		43,456.26
17		LS	Rock Enhancement at Storm Water Culvert Locations		26,428.99
20		LS	Garage 2 Brick Caulking		8,343.61
21		LS	Loop 9 Bar Doors		2,429.03
23		LS	Additional 14 Light Pole Conduit Credit		-40,836.32
24		LS	Garage 1 Traffic Rated Box		1,319.06
25		LS	Stainless Steel Walls in Loop 9 Smoker Room		18,008.09
26		LS	Parallel 42 Benches		17,333.62
27		LS	Light Diffusers in Loop 9		1,519.10
28		LS	Additional Infinity Conduit at Retail 0 Stage		12,914.87
29		LS	Entech Optec Board Conversion & Installation		2,577.00
30		LS	ADA / Punch List Steel Changes		23,609.76
31		LS	COGP Amendment No. 3 Insurance, Fee and Bond Cost		39,243.46
32		LS	Unforeseen Conditions Allowance		-120,476.58
<b>Total For Change Order:</b>					<b>839,474.36</b>
Subcontractor Default Ins.					0.00
General Liability Insurance					0.00
Builders Risk Ins					0.00
Association Dues					0.00
Maintenance After Completion					0.00
Fee					0.00
P&P Bond					0.00
<b>Total For Change Order:</b>					<b>839,474.36</b>





**HILL & WILKINSON**  
GENERAL CONTRACTORS

Item 19.

**Proposed Amendment**

**Number: 03**

2703 Telecom Parkway, Suite 120  
Richardson, TX 75082

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**Authorized By Owner:**

City Of Grand Prairie  
300 W. Main Street  
Grand Prairie, TX 75050

**Authorized by Architect:**

Merriman Anderson Associates  
300 North Field Street  
Dallas, TX 75202

**Authorized by Contractor:**

Hill & Wilkinson Construction Group  
2703 Telecom Parkway, Suite 120  
Richardson, TX 75082

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**CITY OF GRAND PRAIRIE  
COMMUNICATION**

**MEETING DATE:** 11/01/2022

**PRESENTER:** Angi Mize, Purchasing Manager

**TITLE:** Third contract renewal of price agreement for Utility Cut Repair Services with New Star Grading and Paving Co. in an amount not to exceed \$1,526,232.29

**REVIEWING COMMITTEE:** (Reviewed by the Finance and Government Committee 11/1/2022)

**SUMMARY:**

<i>Vendor Name:</i>	New Star Grading
<i>Annual Cost/Total Cost:</i>	\$1,526,232.29/\$6,938,298.48
<i>Department:</i>	Streets
<i>Recommended Action:</i>	Approve

**PURPOSE OF REQUEST:**

On October 15, 2019, Council awarded 5 year annual price agreement for Utility Cuts (2019) to New Star Grading and Paving Co. for an annual amount of \$1,249,175.00.

The above referenced agreement provides that vendor may request a price increase through a price redetermination request, substantiated in writing, to become effective on the anniversary date of the contract to cover verifiable increases in cost to the applicable industry. The estimated annual amount to be paid to New Star Grading and Paving Co. shall be increased by the sum of \$138,748.39, to reflect the price redetermination as described in Exhibit "A", making the total estimated annual amount to be paid to New Start Grading and Paving Co. under such contract \$1,526,232.29, to reflect the one-year renewal.

**HISTORY:**

	<i>Amount</i>	<i>Approval Date</i>	<i>Reason</i>
<i>Original Contract:</i>	\$1,249,175.00	10/15/2019	
<i>Renewal # 1</i>	\$1,249,175.00	09/08/2020	
<i>Renewal # 2</i>	\$1,387,483.90	09/21/2021	Change Order \$138,308.90
<i>Renewal #3</i>	\$1,526,232.29	10/26/2022	Change Order \$138,748.39

**FINANCIAL CONSIDERATION:**

Budgeted?	<input checked="" type="checkbox"/>	Fund Name:	Water Capital Projects Fund (500592), FY23 Utility Cuts (WO #02304803), Streets, Roads, Highway Maintenance (63030)
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**ATTACHMENTS / SUPPORTING DOCUMENTS:**

1- Utility Cut Pricing

Listed below are the estimated quantities that we propose for this project

**NEW STAR GRADING & PAVING - UTILITY CUT REPAIRS 2022**

Item #	Line Item Description	UO M	Est Quantity	Unit Price (current)	New price with increase	Old Cost	New Cost
1	Remove 6" to 8" thick reinforced concrete 0-50	SY	3500	\$24.64	\$27.10	86,240.00	94,864.00
2	Remove 6" to 8" thick reinforced concrete 51-100 +	SY	3500	\$24.64	\$27.10	86,240.00	94,864.00
3	Remove 4" to 5" thick concrete sidewalk 0-50	SY	1500	\$24.64	\$27.10	36,960.00	40,656.00
4	Remove 4" to 5" thick concrete sidewalk 51-100 +	SY	50	\$24.64	\$27.10	1,232.00	1,355.20
5	Remove HMAC and necessary sub-base 0-50	SY	250	\$22.00	\$24.20	5,500.00	6,050.00
6	Remove HMAC and necessary sub-base 51-100 +	SY	80	\$16.50	\$18.15	1,320.00	1,452.00
7	Remove curb and gutter only 0-50	LF	250	\$6.75	\$7.43	1,687.50	1,856.25
8	Remove curb and gutter only 51-100 +	LF	30	\$6.75	\$7.43	202.50	222.75
9	8" concrete for pavement 6.5 sack (4500 psi) 0-50	SY	3000	\$76.16	\$83.78	228,480.00	251,328.00
10	8" concrete for pavement 6.5 sack (4500 psi) 51-100 +	SY	3500	\$72.80	\$80.08	254,800.00	280,280.00
11	4"Concrete for sidewalk 6.5 sack (4500 psi) 0-50	SY	2000	\$75.07	\$82.58	150,140.00	165,154.00
12	4"Concrete for sidewalk 6.5 sack (4500 psi) 51-100 +	SY	50	\$63.84	\$70.22	3,192.00	3,511.20
13	Type "D" HMAC compacted in place as per City Standard Detail Sheets	SY	100	\$165.00	\$181.50	16,500.00	18,150.00
14	Type I, II III, and V barrier free ramps at intersections to include all saw cuts and removal with out 24" blockout 6.5 sack (4500 psi) concrete per City Standard Detail Sheets	Each	15	\$1,680.00	\$1,848.00	25,200.00	27,720.00
15	Type IV (Double Connection) barrier free ramps at intersections to include all saw cuts and removal with out 24" blockout 6.5 sack (4500 psi) concrete per City Standard Detail Sheets	Each	5	\$1,680.00	\$1,848.00	8,400.00	9,240.00
16	6" Integral Curb	LF	2500	\$8.96	\$9.86	22,400.00	24,640.00
17	18" curb and gutter to include 6" curb 6.5 sack (4500 psi) 0-50	LF	80	\$33.60	\$36.96	2,688.00	2,956.80
18	18" curb and gutter to include 6" curb 6.5 sack (4500 psi) 51-100 +	LF	5	\$31.36	\$34.50	156.80	172.48
19	24" curb and gutter to include 6" curb 6.5 sack (4500 psi) 0-50	LF	200	\$35.84	\$39.42	7,168.00	7,884.80
20	24" curb and gutter to include 6" curb 6.5 sack (4500 psi) 51-100 +	LF	25	\$33.60	\$36.96	840.00	924.00
21	30" curb and gutter to include 6" curb 6.5 sack (4500 psi) 0-50	LF	50	\$38.10	\$41.91	1,905.00	2,095.50
22	30" curb and gutter to include 6" curb 6.5 sack (4500 psi) 51-100 +	LF	5	\$35.84	\$39.42	179.20	197.12
23	6" concrete drive approach up to connecting sidewalk or ROW 6.5 sack (4500 psi)	SY	1500	\$72.80	\$80.08	109,200.00	120,120.00
24	SDHPT (Grade 2) Type A Flex Base – provided, placed and compacted by Contractor, paid by	Tons	2500	\$42.90	\$47.19	107,250.00	117,975.00
25	Retaining wall (0-3') with 4" integral sidewalk 6.5 sack (4500 psi) 0-50+	SY	5	\$73.92	\$81.31	369.60	406.56
26	Retaining wall (0-3') with 6" integral sidewalk 6.5 sack (4500 psi) 0-50+	SY	5	\$76.16	\$83.78	380.80	418.88
27	Saw cut full depth concrete 6" to 10"	LF	15000	\$4.50	\$4.95	67,500.00	74,250.00
28	Saw cut full depth concrete sidewalk 4" to 5"	LF	2500	\$4.50	\$4.95	11,250.00	12,375.00
29	Saw cut asphalt full depth 2" to 8"	LF	250	\$3.36	\$3.70	840.00	924.00
30	Unclassified Excavation 0 - 50 +	CY	2000	\$33.00	\$36.30	66,000.00	72,600.00
31	Sodding 1' to 2' on all sides of construction Tiff 419 Bermuda, water to establish	SY	2000	\$7.10	\$7.81	14,200.00	15,620.00
32	Sodding 1' to 2' on all sides of construction Raleigh St. Augustine, water to establish	SY	1500	\$8.15	\$8.97	12,225.00	13,447.50
33	Top Soil for finishing grading, furnished and placed, paid by tickets	CY	50	\$36.75	\$40.43	1,837.50	2,021.25
34	Traffic Control on Major Throughfares (to be determined by owner). This unit pay item will be used to offset cost for additional barricading when working on major throughfares. It will be a one time cost per work order project.	Each	25	\$2,200.00	\$2,420.00	55,000.00	60,500.00

**ESTIMATED TOTAL**

**\$1,387,483.90 \$1,526,232.29**

**DIFFERENCE**

**\$138,748.39**