



**ENNIS CITY COMMISSION AGENDA
TUESDAY, MAY 17, 2022
6:00 PM**

CITY OF ENNIS CITY HALL
COMMISSION CHAMBERS
107 N. SHERMAN
ENNIS, TEXAS 75119
(972) 875-1234

As authorized by Texas Government Code Section 551.071 - this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Ennis reserves the right to re-align, recess, or reconvene the Regular Session or called Executive Session or order of business at any time prior to adjournment.

A. CALL TO ORDER

- Roll Call
- Invocation
- Pledge of Allegiance

B. PRESENTATIONS

B.1. Presentation of the new City of Ennis City Hall and City Commission Chambers

- Introduction of Special Guests

B.2. Recognition of Ennis City Commissioner Scott Hejny

B.3. Certificate of Election issued to Ennis City Commissioner Bill Honza, Ward 5 by Mayor Angeline Juenemann

Oath of Office administered to Commissioner Bill Honza by Ellis County Judge Todd Little

Certificate of Election issued to Ennis City Commissioner-Elect Kameron Raburn, Ward 3 by Mayor Angeline Juenemann

Oath of Office administered to Commissioner Kameron Raburn by Ellis County Judge Todd Little

[Certificate of Election and Oath of Office](#)

B.4. Retiree Recognition

C. CITIZENS PUBLIC COMMENT PERIOD

The City Commission invites citizens to address the Commission on any topic not already scheduled for a Public Hearing. Citizens wishing to speak should complete a "Citizen Comment Period" form and present it to the City Secretary prior to the meeting. Speakers are limited to 3 minutes. In accordance with the Texas Open Meetings Act, the City Commission cannot take action on items not listed on the agenda. However, your concerns may be addressed by City Staff, placed on a future agenda, or responded to by some other course.

D. COMMISSIONER UPDATES

Pursuant to Texas Government Code Section 551.0415 the Mayor and Commission may report on the following items: (1) expression of thanks, congratulations or condolences; (2) information about holiday schedules; (3) recognition of individuals; (4) reminders about

upcoming City Commission events; (5) information about community events; (6) announcements involving imminent threat to public health and safety.

E. CONSENT ITEMS

- E.1. Approval of the Minutes for the May 3, 2022 Ennis City Commission Regular Meeting.
[May 3, 2022 CC Minutes](#)
- E.2. Approval of a Facilities Use Application submitted by the Ennis Rotary Club for the annual Polka Fest Run on May 28, 2022 from 5 A.M. to 11:00 A.M.
[Public Facilities Use App - Polka Run](#)
- E.3. Approval of a Resolution accepting a Donation Deed of real property from Christian Road Development, LLC to be dedicated as parkland for the benefit and use of the City of Ennis.
[Christian Road Dev Donation Deed](#)

F. PUBLIC HEARING

- F.1. Conduct a Public Hearing and discuss and consider approval of an Ordinance amending the Zoning Ordinance of the City of Ennis, Texas, from R-10-Single-Family Residential District 10 to PD-MF-2- Planned Development-Multi-Family Residential District 2 for an approximately 16.654-acre lot, tract, or parcel of land, to permit an increase in density on Tract 1 from 22 dwelling units per acre but not to exceed 26 dwelling units per acre, situated at the North East Corner of North Sonoma Trail and East Ennis Avenue in the City of Ennis, Ellis County, Texas, PID No. 185431.
[Zoning from R10 to PD-MF-2](#)
- F.2. Conduct a Public Hearing and discuss and consider approval of an Ordinance amending the Zoning Ordinance of the City of Ennis, Texas, from R-10- Single-Family Residential District-10 to CC- Corridor Commercial District for an approximately 31.194-acre lot, tract, or parcel of land situated at NEC of North Sonoma Trail and East Ennis Avenue in the City of Ennis, Ellis County, Texas. PID No. 185431.
[Zoning from R10 to CC](#)
- F.3. Conduct a Public Hearing and discuss and consider approval of a Resolution designating Project Liftstation as an economic development project and amending the EDC budget in an amount of \$600,000.00 to provide funding for the project which is part of the infrastructure pro-rata program for future reimbursement.
[Project LiftStation](#)

G. ITEMS FOR DISCUSSION AND INDIVIDUAL CONSIDERATION

- G.1. Discuss and consider approval of a Resolution authorizing the City manager to execute a contract with Schaumburg & Polk, Inc. for professional engineering services related to design and construction document preparation, bidding, and construction phase services for a Lift Station near I-45 north of E Burnett Street (Baker II) in a sum not to exceed One Hundred and Sixty-One Thousand Dollars and Zero Cents (\$161,000.00).
[S&P I45/Burnett Liftstation](#)
- G.2. Discuss and consider approval of a Resolution authorizing the City manager to execute a contract with Schaumburg & Polk, Inc. for professional engineering services related to design and construction document preparation, bidding, and construction phase services for a Lift Station near the east end of Arnold Street in a sum not to exceed One

Hundred and Twenty-Nine Thousand Seven Hundred Dollars and Zero Cents (\$129,700.00).

[S&P/Arnold St Liftstation](#)

- G.3. Discuss and consider approval of a Resolution authorizing the City Manager to enter into a contract with BerryDunn for Strategic Planning Services in an amount not to exceed \$67,000.

[BerryDunn for Strategic Planning Services](#)

- G.4. Discuss and consider approval of a Resolution awarding a contract to Steele and Freeman, Inc. for Construction Manager at Risk services for the Ennis Public Library Renovation Project.

[Steele and Freeman, Inc. for CMAR Services - Library Renovation](#)

H. ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Ennis City Hall, a place convenient and readily accessible to the general public, as well as to the City's website at www.ennistx.gov and said Notice was posted prior to the following date and time: Friday, May 13, 2022; 5:00 P.M. and remained posted for at least two hours after said meeting was convened.



ANGIE WADE, TRMC, CMC
City Secretary

City of Ennis City Council meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary at (972) 875-1234 or write to: PO Box 220, Ennis, TX 75120, at least 48 hours in advance of the meeting.

- PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS MEETING ROOM WITH A HANDGUN THAT IS CARRIED OPENLY.

- CONFORMIDAD CON LA SECCION 30.07 CODIGO PENAL (PREVARICACION POR EL TITULAR DE LA LICENCIA CON UNA ARMA DE MANO LLEVADA ABIERTAMENTE), UNA PERSONA CON LICENCIA BAJO EL SUBCAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE LICENCIAS ARMA DE MANO), NO PUEDE ENTRAR A LA SALA DE REUNION CON UNA ARMA DE MANO QUE ES LLEVADO ABIERTAMENTE.

- PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY HOLDER OF LICENSE TO CARRY A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUB-CHAPTER H, CHAPTER 411, GOVERNMENT CODE (CONCEALED HANDGUN LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN

- ACUERDO CON LA SECCION 30.06 CODIGO PENAL (PREVARICACION POR EL TITULAR DE LA LICENCIA PARA LLEVAR UNA ARMA OCULTA), UNA PERSONA CON LICENCIA BAJO EL SUBCAPITULO H, CAPITULO 411 CODIGO DEL GOBIERNO (LEY ARMAS OCULTAS), NO PUEDE ENTRAR A ESTA PROPIEDAD CON UN ARMA OCULTA

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Certificate of Election issued to Ennis City Commissioner Bill Honza, Ward 5 by Mayor Angeline Juenemann
Oath of Office administered to Commissioner Bill Honza by Ellis County Judge Todd Little

Certificate of Election issued to Ennis City Commissioner-Elect Kameron Raburn, Ward 3 by Mayor Angeline Juenemann
Oath of Office administered to Commissioner Kameron Raburn by Ellis County Judge Todd Little

Meeting: ENNIS CITY COMMISSION - 17 May 2022

Department: City Secretary/Commission

Staff Contact: Angie Wade, City Secretary

BACKGROUND INFORMATION:

On March 1, 2022 Ennis City Commission accepted a Certification of Unopposed Candidates for City Commissioner Ward 3 and City Commissioner Ward 5; and adopted Resolution No. 22-0301-E3 declaring unopposed candidates and cancelling the General Election scheduled for May 7, 2022. At this time Certificates of Election will be issued and Oaths of Office will be administered.

ATTACHMENTS:

[Certificate of Election - HONZA 2022](#)

[Certificate of Election - RABURN 2022](#)



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY

that at a General Election held on

MAY 7, 2022

BILL HONZA

was duly elected

CITY COMMISSIONER, WARD 5

City of Ennis, Texas.

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Ennis to be affixed at the City of Ennis on this, the 17th day of May, A.D., 2022.

Presiding Officer of Canvassing
Authority



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY

that at a General Election held on

MAY 7, 2022

KAMERON RABURN

was duly elected

CITY COMMISSIONER, WARD 3

City of Ennis, Texas.

In testimony whereof, I have hereunto signed my name and caused the Seal of the City of Ennis to be affixed at the City of Ennis on this, the 17th day of May, A.D., 2022.

Presiding Officer of Canvassing
Authority

ENNIS CITY COMMISSION
AGENDA SUMMARY FORM



To: City Commission
Subject: Approval of the Minutes for the May 3, 2022 Ennis City Commission Regular Meeting.
Meeting: ENNIS CITY COMMISSION - 17 May 2022
Department: City Secretary/Commission
Staff Contact: Angie Wade, City Secretary

BACKGROUND INFORMATION:

Minutes for the May 3, 2022 City Commission are being submitted for the Commission's review and approval.

ATTACHMENTS:

[CC REG MINUTES 05.03.22](#)

ENNIS CITY COMMISSION REGULAR SESSION MINUTES
TUESDAY, MAY 3, 2022

A. CALL TO ORDER

Mayor Juenemann called a Regular Session of the Ennis City Commission to order on Tuesday, May 3, 2022, at 6:00 P.M. in the Ennis Welcome Center, Bluebonnet Room, 201 NW Main, Ennis, Texas 75119.

City Secretary Angie Wade called roll and verified a quorum:

| | | | |
|-----------------------|---------|---------------------|---------|
| Mayor Juenemann | present | Commissioner Hejny | present |
| Mayor Pro Tem Holland | present | Commissioner Watson | present |
| Commissioner Pruitt | absent | Commissioner Honza | present |
| Commissioner Jones | present | | |

The Invocation was given by Betty Honza
The Pledge of Allegiance was led by Mayor Juenemann

B. PRESENTATIONS

B.1. City Manager Marty Nelson announced the retirement of City of Ennis Dispatchers Richard Green and Joshua Tate. Mr. Tate was in attendance and was presented with his plaque.

B.2. Mayor Juenemann read and presented a ‘National Day of Prayer’ proclamation proclaiming May 5th as a Day of Prayer in the City of Ennis.

B.3. Finance Director Stephen Barnes presented the 2nd Quarter Investment Report.

B.4. Mr Barnes presented the 2nd Quarter Financial Report and stated that the target for expenditures and revenues in the report was 50% of budgeted amounts. General and EDC funds exceeded the target for revenues and were below in expenditures.

C. CITIZEN PUBLIC COMMENT PERIOD

Mike Richardson introduced himself to the Commission, staff and citizens present as the new Chief of the Ennis Independent School District Police Department.

D. COMMISSION UPDATES

Mayor Pro Tem Holland commented on the success of the Cinco de Mayo celebration and thanked staff for their contributions

Mayor Juenemann stated that she had attended the dedication of the old Ennis high school building as the new Alamo Middle School.

E. CONSENT ITEMS

E.1. Approval of the Minutes for the April 19, 2022 Ennis City Commission Regular Meeting.

Mayor Juenemann read the consent agenda. Mayor Pro Tem Holland made a motion, seconded by Commissioner Watson to approve the consent agenda as read. A vote was cast, 6 in favor, 0 against. Motion passed.

F. ITEMS FOR INDIVIDUAL CONSIDERATION

F.1. Discuss and consider a Resolution approving a loan agreement with Prosperity Bank in the amount of \$12,190,881 for QIPP Year 6; authorizing staff to execute all necessary documents; and providing an effective date.

Mayor Juenemann read the item. Commissioner Honza made a motion, seconded by Commissioner Jones, to approve the resolution for a loan agreement with Prosperity Bank for \$12,190,881 for QIPP Year 6.

A vote was cast, 6 in favor, 0 against. Motion passed.

F.2. Discuss and consider approval of a Resolution authorizing a Chapter 380 agreement between the City of Ennis, Tax Increment Reinvestment Zone #2 (TIRZ#2), and Pioneer Development LLC or its assigns.

Mayor Juenemann read the item. Economic Development Director Jim Wehmeier stated that the Economic Development Corporation and TIRZ #2 board recommended approval. Mr. Wehmeier also provided information on the proposed high-end multi-family development to be located at Sonoma Trail and Dolphi; and reviewed the terms stated in the agreement.

Commissioner Hejny made a motion, seconded by Commission Watson, to approve the resolution authorizing the Chapter 380 agreement with Pioneer Development LLC as stated.

A vote was cast, 6 in favor, 0 against. Motion passed.

F.3. Discuss and consider approval of a Resolution authorizing the submission of a Hazard Mitigation Grant application through the Texas Division of Emergency Management; authorizing the Mayor and City Manager to act as the City’s Executive Officers and authorized representatives in all matters pertaining to the City’s participation in the DR-4586 Hazard Mitigation Grant Program; and committing matching funds.

Mayor Juenemann read the item. Public Works Director Ed Green reported to the Commission that funds would be used for the purchase of a generator at the wastewater treatment plant.

Mayor Pro Tem Holland made a motion, seconded by Commissioner Jones, to approve the item as read.

A vote was cast, 6 in favor, 0 against. Motion passed.

F.4. Discussion regarding the location, time, and format of future City of Ennis City Commission meetings.

Mayor Juenemann read the item. City Manager Nelson reported that all future City Commission meetings would be held in the Commission Chambers of new City Hall located at 107 N. Sherman, and that a Briefing Session would be held prior to the regular meeting at 5:30 P.M. and that meetings would no longer be livestreamed to Facebook, but would be recorded and available for viewing on the City’s website within a few days after the meeting. Discussion only, no action taken.

G. ADJOURNMENT

With no other business before the Commission, Mayor Juenemann declared the meeting adjourned at 6:46 P.M.

ATTEST:

APPROVED:

CITY SECRETARY

MAYOR

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider approval of a Facilities Use Application submitted by the Ennis Rotary Club for the annual Polka Fest Run on May 28, 2022 from 5 A.M. to 11:00 A.M.
Meeting: ENNIS CITY COMMISSION - 17 May 2022
Department: City Secretary/Commission
Staff Contact: Angie Wade, City Secretary

BACKGROUND INFORMATION:

A Public Facilities Use application has been submitted by the Rotary Club for the annual Polka Run held on May 28, 2020. Application, route map and Certificate of Insurance are attached.

ATTACHMENTS:

[Facilities Use Form for City of Ennis - Rotary Club of Ennis 2022](#)
[usatfInsuranceCertificate10593](#)
[10593USATF-Blanket.AI21-22](#)

PUBLIC FACILITIES USE
APPLICATION FORM

APPLICATION MUST BE FILED WITH THE CITY SECRETARY AT LEAST **SIXTY (60) DAYS**
PRIOR TO THE REQUESTED DATE OF USE:

FACILITY/CITY PROPERTY Route for race (see attached)

DATE REQUESTED May 28, 2022 TIME REQUESTED 5:00-11:00 am

1. NAME/ORGANIZATION Rotary Club of Ennis

ADDRESS PO Box 1238

CITY/STATE/ZIP Ennis, TX 75120

TELEPHONE (BUS) 972-878-2611 (HOME) 407-620-4914

OFFICERS/
RESPONSIBLE PARTY Jennifer Wartsbaugh Run Chairperson

Greer Yeldell Club Secretary

2. I/We certify that ONLY non-profit activities will be conducted on City property X Yes
_____ No

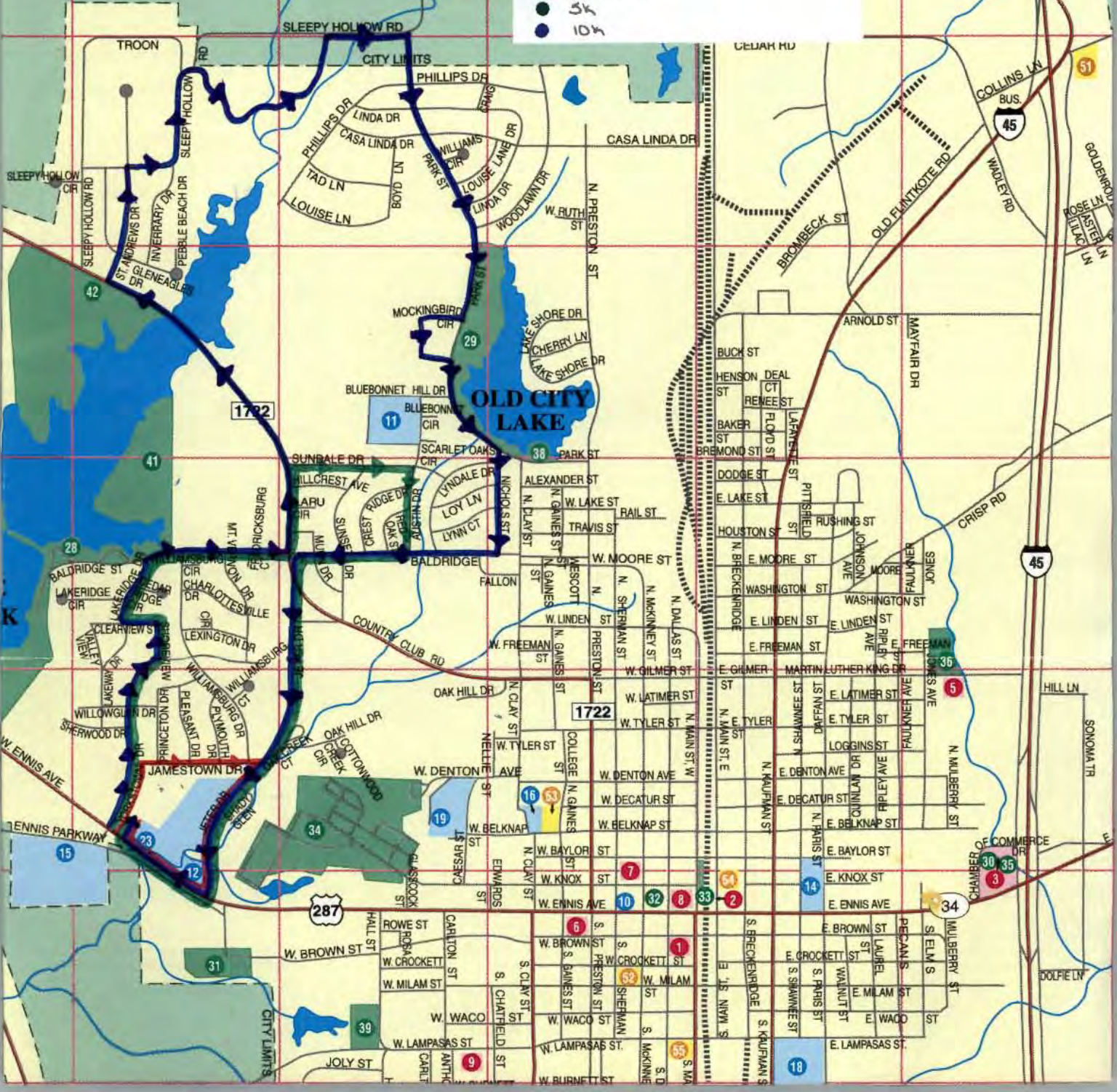
3. I/We certify that applicant is authorized to make application on behalf of the organization and that the organization is a local (Ennis) non-profit or charitable organization. X Yes
_____ No

4. I/We certify that the organization will indemnify and hold harmless the City of Ennis from all claims, losses, liability, cause of action, injuries or damages whatsoever, which may arise pursuant to the issuance of a Public Facility Use permit. X Yes
_____ No

Public Facilities Use Application Form
Page Two

5. A Certificate of liability insurance, either in the form of general liability insurance or event liability insurance, in the amount of one million dollars (\$1,000,000.00), is required by the City Commission. The City must be a named insured on any policy submitted by a potential permittee. The policy must be filed with the City Secretary before the tenth day preceding the event for which the permit is sought.
- Yes
 No
6. I/We certify that the organization shall assist as appropriate in the clean-up of the facility after the permitted use and that the organization shall be liable for excessive clean-up costs should it be determined that the Permittee has not exercised due diligence in assisting to restore the property to a clean condition.
- Yes
 No
7. I/We certify that the organization shall at all times observe applicable safety rules.
- Yes
 No
8. I/We certify that the organization shall keep its membership open to the public and the organization shall not discriminate in its membership or activities against any person on the basis of sex, race, color, creed, age or religion.
- Yes
 No
9. I/We certify that the organization will comply fully with all applicable state and local laws, ordinances, rules and regulations.
- Yes
 No
10. I/We understand that the City of Ennis, Texas expressly reserves the right to revoke a facility use permit at anytime with or without reason upon ten (10) days notice to the organization. Such notice can be written or oral and can be directed to any officer or responsible party named in the application for the permit being sought.
- Yes
 No

● 1 MILE
● 5K
● 10K



| CERTIFICATE OF INSURANCE | | PRINT DATE: 4/28/2022 | | | |
|---|---|---|--|-----------------------|--|
| | | CERTIFICATE NUMBER: 20220428893976 | | | |
| AGENCY: | | | | | |
| Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta, GA 30328 678-324-3300 (Phone), 678-324-3303 (Fax) | | THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. | | | |
| NAMED INSURED: | | INSURERS AFFORDING COVERAGE: | | | |
| USA Track & Field, Inc. Rotary Club of Ennis, TX 130 East Washington Street, Suite 800 Indianapolis IN 46204 | | INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379 INSURER B: Allied World National Assurance Company NAIC# 19489 | | | |
| EVENT INFORMATION: | | | | | |
| Ennis Polkafest Run (5/28/2022 - 5/28/2022) | | | | | |
| POLICY/COVERAGE INFORMATION: | | | | | |
| THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. | | | | | |
| INS | TYPE OF INSURANCE: | POLICY NUMBER(S): | EFFECTIVE: | EXPIRES: | LIMITS: |
| A | GENERAL LIABILITY | | | | |
| | <input checked="" type="checkbox"/> Occurrence | 1-TPM-IN-17-01268997 | 11/1/2021 12:01 AM | 11/1/2022 12:01 AM | GENERAL AGGREGATE (Applies Per Event) \$4,000,000 |
| | <input checked="" type="checkbox"/> Participant Legal Liability | | | | EACH OCCURRENCE \$2,000,000 |
| | | | | | DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000 |
| | | | | | MEDICAL EXPENSE (Any one person) EXCLUDED |
| | | | | | PERSONAL & ADV INJURY \$2,000,000 |
| | | | | | PRODUCTS-COMP/OP AGG \$2,000,000 |
| A | UMBRELLA/EXCESS LIABILITY | | | | |
| | <input checked="" type="checkbox"/> Occurrence | 1-TPM-IN-17-01268998 | 11/1/2021 12:01 AM | 11/1/2022 12:01 AM | EACH OCCURRENCE \$3,000,000 |
| | | | | | AGGREGATE \$3,000,000 |
| B | OTHER | | | | |
| | <input checked="" type="checkbox"/> EXCESS LIABILITY | 0313-1301 | 11/1/2021 12:01 AM | 11/1/2022 12:01 AM | EACH OCCURRENCE \$7,000,000 |
| | | | | | AGGREGATE \$7,000,000 |
| DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS: | | | | | |
| Coverage applies to USA Track & Field sanctioned events and registered practices, including any directly related activities, such as event set-up and tear-down, participant check-in and award ceremonies. | | | | | |
| The certificate holder is an additional insured per the following endorsement: Blanket Additional Insured (RSCG 03 03) | | | | | |
| The General Liability policy is primary and non-contributory with respect to the negligence of the Named Insureds (Form CG 20 01) | | | | | |
| The General Liability policy contains a blanket Waiver of Subrogation as required by contract per Waiver of Transfer of Rights of Recovery Against Others (Form CG 24 04). | | | | | |
| Excess policy follows form of underlying General Liability. | | | | | |
| CERTIFICATE HOLDER: | | | NOTICE OF CANCELLATION: | | |
| City of Ennis, Texas 107 N. Sherman St Ennis TX 75119 | | | Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. | | |
| | | | AUTHORIZED REPRESENTATIVE: | | |
| | | |  | | |

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. Additional Insured

Paragraph **2.** of **Section II – Who Is An Insured** is amended by the addition of the following:

- e.** Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for “bodily injury”, “property damage” or “personal and advertising injury” caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:
- (1)** You and such person or organization have agreed in a written “insured contract” that such person or organization be added as an additional insured under this policy;
 - (2)** The “bodily injury”, “property damage” or “personal and advertising injury” for which said person or organization is held liable occurs subsequent to the execution of such “insured contract”;
 - (3)** The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the Limits of Insurance required by the “insured contract”;
 - (4)** Such person or organization is an insured only with respect to:
 - (a)** Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (b)** Your ongoing operations performed for that insured;
 - (c)** Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (d)** The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (e)** Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the “products-completed operations hazard”;
 - (5)** This insurance does not apply to “bodily injury”, “property damage”, “personal and advertising injury”, “occurrence” or offense:
 - (a)** Which takes place at a particular premise after you cease to be a tenant of that premises;
 - (b)** Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
 - (c)** Which takes place after that portion of “your work” out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
 - (d)** Which takes place after the expiration of any equipment lease to which **(4)(d)** above applies;

(6) With respect to architects, engineers or surveyors, coverage does not apply to “bodily injury”, “property damage” or “personal and advertising injury” arising out of the rendering or failure to render any professional services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;

(b) Supervisory, inspection, architectural or engineering services.

However, if an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection **2.e.** does not apply to such person or organization.

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider approval of a Resolution accepting a Donation Deed of real property from Christian Road Development, LLC to be dedicated as parkland for the benefit and use of the City of Ennis.
Meeting: ENNIS CITY COMMISSION - 17 May 2022
Department: City Secretary/Commission
Staff Contact: Angie Wade, City Secretary

BACKGROUND INFORMATION:

A 10.141 acre tract of land within the Christian Meadows subdivision is being donated as Parkland to the City of Ennis by Christian Road Development, LLC in compliance with the City of Ennis Parkland Dedication Ordinance.

ATTACHMENTS:

[Resolution - Christian Road Development, LLC Donation Deed](#)



RESOLUTION NO.

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS ACCEPTING A DONATION DEED FROM CHRISTIAN ROAD DEVELOPMENT, LLC FOR DEDICATED PARK LAND IDENTIFIED AS BEING A 10.141 ACRE TRACT OF LAND, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Christian Road Development, LLC has provided a donation for property to be used as parkland within the Christian Meadows Subdivision; and

WHEREAS, the City of Ennis desires to accept the donation of land.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TX:

SECTION 1: The recitals set forth above are true and correct and are incorporated as if fully set forth herein.

SECTION 2: The City Commission hereby accepts from Christian Road Development, LLC the donation of land as described in the Donation Deed, attached hereto as "**EXHIBIT A**" and incorporated herein, and authorizes the Mayor to execute the deed on behalf of the City of Ennis.

SECTION 3: That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 17th day of May, 2022.

ANGELINE JUENEMANN, Mayor

ATTEST:

E.3.

ANGIE WADE, City Secretary

E.3.

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.

DONATION DEED

THE STATE OF TEXAS §
 §
COUNTY OF ELLIS §

That, CHRISTIAN ROAD DEVELOPMENT, LLC of the County of Ellis, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of One Dollar (\$1.00) to Grantors in hand paid by THE CITY OF ENNIS, TEXAS, receipt of which is hereby acknowledged, has this day Donated and by these presents does Grant, Give and Convey unto THE CITY OF ENNIS, TEXAS all that certain tract or parcel of land lying and being situated in the George G. Alford Survey, Abstract No. 27, City of Ennis, County of Ellis, State of Texas, more particularly described in Exhibit "A," which is attached hereto and incorporated herein for any and all purposes.

Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

TO HAVE AND TO HOLD the premises herein described and herein conveyed together with all and singular the rights and appurtenances thereto in any wise belonging unto THE CITY OF ENNIS, TEXAS, and its assigns forever; and Grantor does hereby bind ourselves, our heirs, executors, administrators, successors and assigns to Warrant and Forever Defend all and singular the said premises herein conveyed unto THE CITY OF ENNIS, TEXAS, and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2021.

FOR: CHRISTIAN ROAD DEVELOPMENT, LLC

By: _____

Corporate Acknowledgment

State of Texas
County of Ellis

This instrument was acknowledged before me on ____ of _____, 2021

by _____,
of Christian Road Development, LLC

Notary Public's Signature

ACCEPTANCE BY THE CITY OF ENNIS

Grantee hereby joins in the execution of this Donation Deed to evidence its acceptance of the terms and conditions set forth above.

GRANTEE:

City of Ennis, Texas

Angeline Juenemann, Mayor

Authorized by Resolution No. _____

STATE OF TEXAS §

§

COUNTY OF ELLIS §

The foregoing instrument was acknowledged before me on _____, _____, by
Angeline Juenemann, Mayor of the City of Ennis, Texas, oh behalf of said city.

Notary Public, State of Texas

[SEAL]

Donation Deed (Christian Road Development, LLC)

EXHIBIT "A"

PARK DONATION
10.141 ACRES

BEING a 10.141 acre tract of land situated in the George G. Alford Survey, Abstract No. 27, City of Ennis, Ellis County, Texas and being part of a called 72.4272 acre tract of land described in deed to Christian Road Development, LLC, as recorded in Instrument 1722635, Deed Records Ellis County, Texas, said 10.141 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4-inch iron rod found at the north corner of a called 1.5364 acre tract of land described in deed recorded in Instrument 1935802 of said Deed Records and the most westerly corner of said 72.4272 acre tract in the southeast line of tract of land described in deed to Ashiq Kanji, as recorded in deed recorded in Volume 2233, Page 268 of said Deed Records;

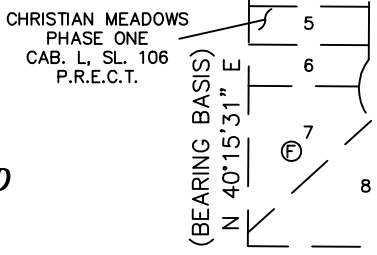
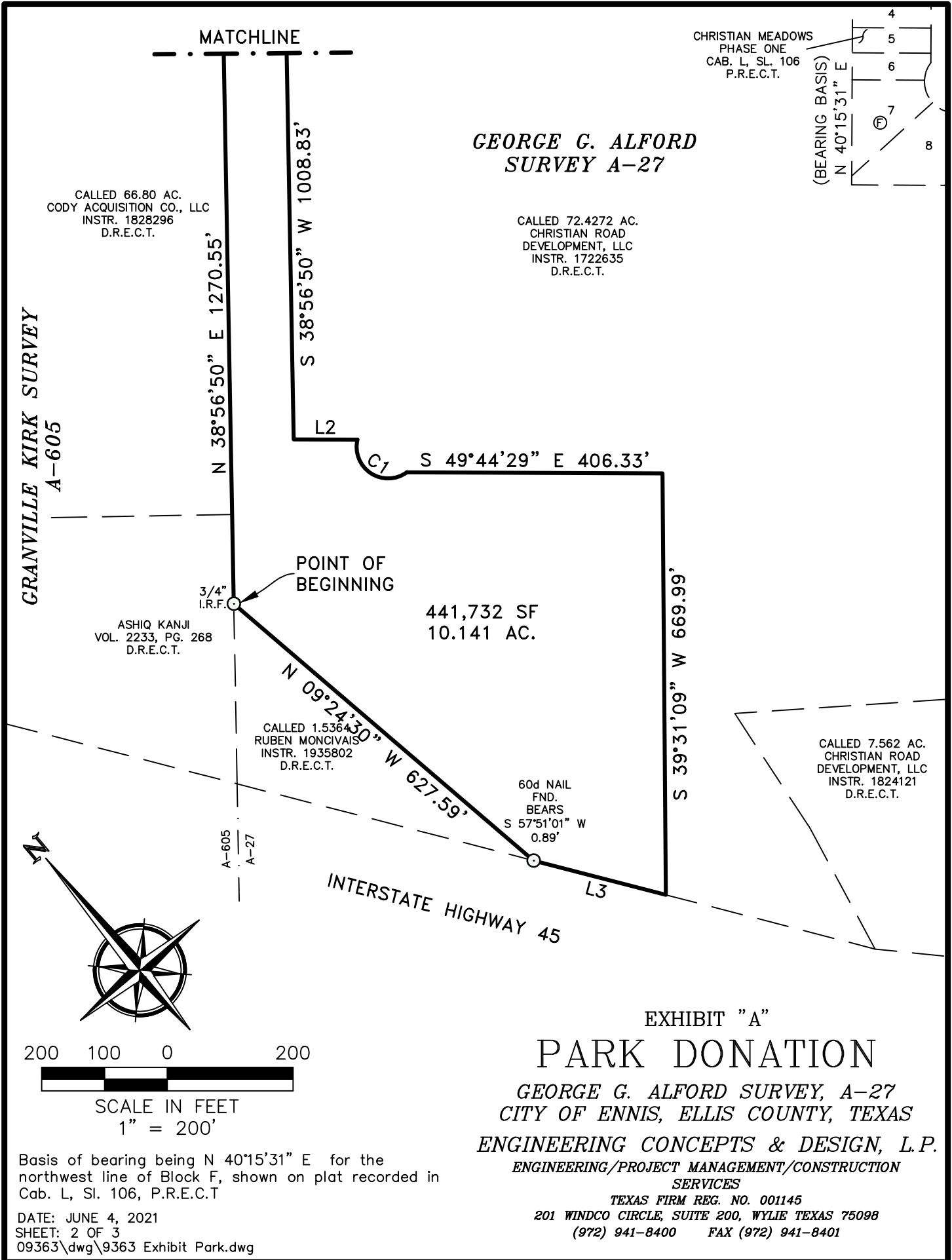
THENCE North 38 degrees 56 minutes 50 seconds East, along the common line of said 72.4272 acre tract, said Kanji tract, a called 66.80 acre tract, described in deed recorded in Instrument 1828296 of said Deed Records and Christian Road Estates, an addition to the City of Ennis, as recorded in Cabinet I, Slide 20, Plat Records, Ellis County, Texas a distance of 1270.55 feet to a point for corner from which the north corner of said 72.4272 acre tract bears North 38 degrees 56 minutes 50 seconds East, a distance of 30.01 feet;

THENCE over and across said 72.4272 acre tract, the following six (6) courses:

- 1) South 49 degrees 44 minutes 29 seconds East, a distance of 100.03 feet;
- 2) South 38 degrees 56 minutes 50 seconds West, a distance of 1008.83 feet;
- 3) South 49 degrees 44 minutes 29 seconds East, a distance of 101.27 feet to the beginning of a non-tangent curve to the left having a radius of 50.00 feet, whose chord bears South 16 degrees 34 minutes 08 seconds East, a distance of 93.99 feet;
- 4) Southeasterly, with said curve to the left, through a central angle of 140 degrees 05 minutes 04 seconds, an arc distance of 122.25 feet to the end of said curve;
- 5) South 49 degrees 44 minutes 29 seconds East, a distance of 406.33 feet;
- 6) South 39 degrees 31 minutes 09 seconds West, a distance of 669.99 feet to a point for corner in the common boundary line of said 72.4272 acre tract and Interstate Highway 45;

THENCE North 35 degrees 28 minutes 45 seconds West, along said common line, a distance of 217.23 feet to the south corner of said 1.5364 acre tract, from which a 60d nail found bears South 57 degrees 51 minutes 01 seconds West, a distance of 0.89 feet;

THENCE North 09 degrees 24 minutes 30 seconds West, along the common line of said 72.4272 and said 1.5364 acre tract, a distance of 627.59 feet to the POINT OF BEGINNING AND CONTAINING 441,732 square feet or 10.141 acres of land.



**GEORGE G. ALFORD
SURVEY A-27**

CALLED 66.80 AC.
CODY ACQUISITION CO., LLC
INSTR. 1828296
D.R.E.C.T.

CALLED 72.4272 AC.
CHRISTIAN ROAD
DEVELOPMENT, LLC
INSTR. 1722635
D.R.E.C.T.

**GRANVILLE KIRK SURVEY
A-605**

ASHIQ KANJI
VOL. 2233, PG. 268
D.R.E.C.T.

CALLLED 1.5364
RUBEN MONCIVAIS
INSTR. 1935802
D.R.E.C.T.

60d NAIL
FND.
BEARS
S 57°51'01" W
0.89'

CALLLED 7.562 AC.
CHRISTIAN ROAD
DEVELOPMENT, LLC
INSTR. 1824121
D.R.E.C.T.

441,732 SF
10.141 AC.

POINT OF
BEGINNING

INTERSTATE HIGHWAY 45

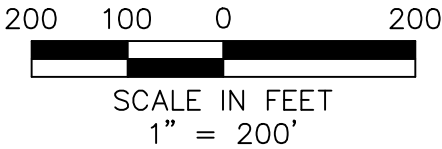
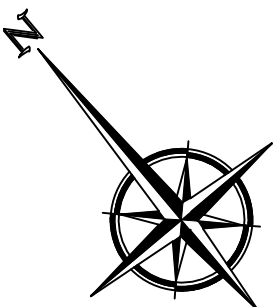


EXHIBIT "A"

PARK DONATION

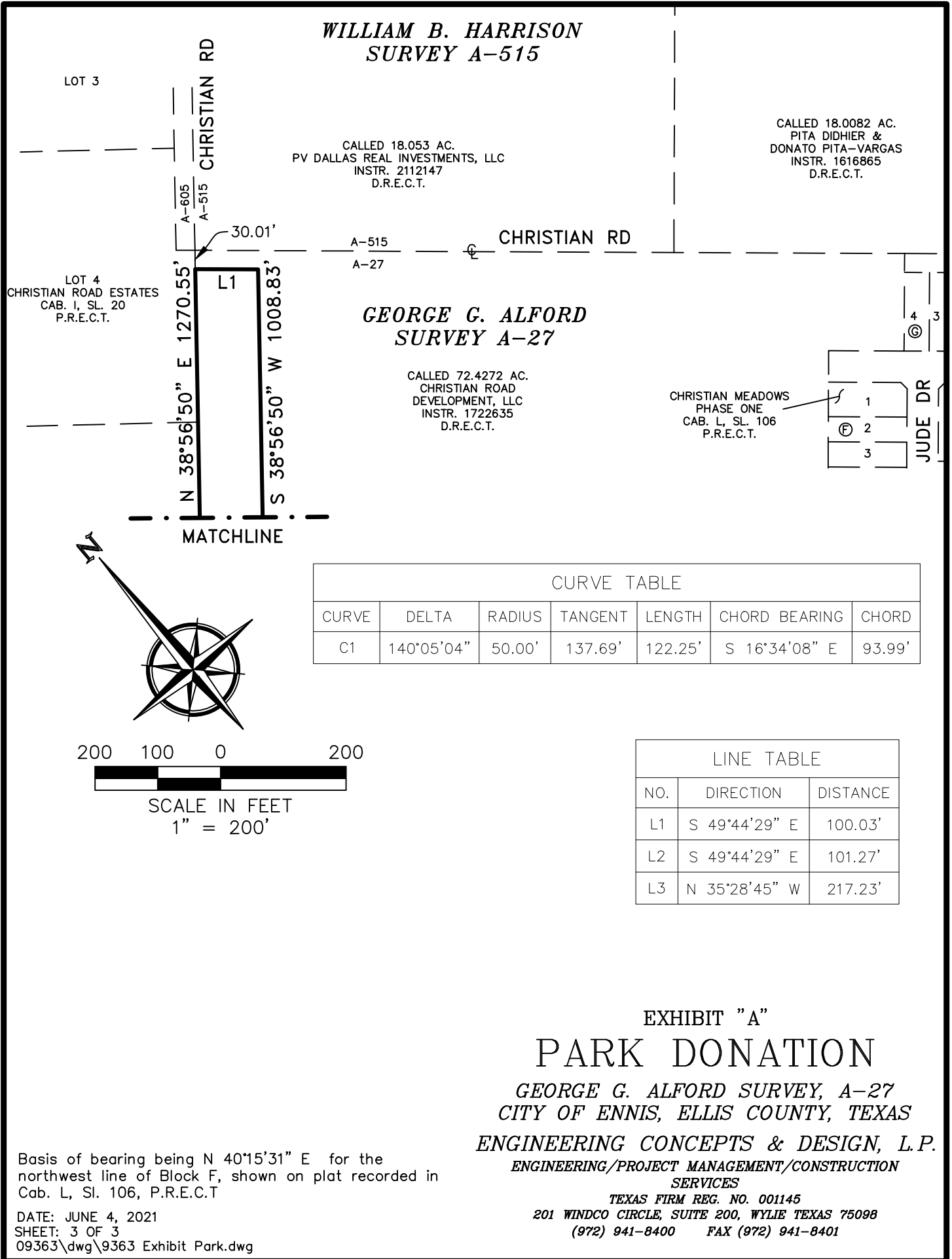
GEORGE G. ALFORD SURVEY, A-27
CITY OF ENNIS, ELLIS COUNTY, TEXAS

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION
SERVICES

TEXAS FIRM REG. NO. 001145
201 WINDCO CIRCLE, SUITE 200, WYLIE TEXAS 75098
(972) 941-8400 FAX (972) 941-8401

Basis of bearing being N 40°15'31" E for the
northwest line of Block F, shown on plat recorded in
Cab. L, Sl. 106, P.R.E.C.T

DATE: JUNE 4, 2021
SHEET: 2 OF 3
09363\dwg\9363 Exhibit Park.dwg



ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Conduct a Public Hearing to discuss and consider amending the Zoning Ordinance of the City of Ennis, Texas, from R-10-Single-Family Residential District 10 to PD-MF-2- Planned Development-Multi-Family Residential District 2 for an approximately 16.654-acre lot, tract, or parcel of land, to permit an increase in density on Tract 1 from 22 dwelling units per acre but not to exceed 26 dwelling units per acre, situated at the North East Corner of North Sonoma Trail and East Ennis Avenue in the City of Ennis, Ellis County, Texas, PID No. 185431.
Meeting: ENNIS CITY COMMISSION - 17 May 2022
Department: Building Official
Staff Contact: Jorge Barake, Planner

BACKGROUND INFORMATION:

On May 9, 2022, the Planning and Zoning Commission discussed, considered and approved a zone change from "R-10" Single-Family Residential District- 10 to "PD-MF-2" Planned Development-Multi-Family Residential District 2 for an approximately 16.654-acre lot, tract, or parcel of land, to permit an increase in density on Tract 1 from 22 dwelling units per acre but not to exceed 26 dwelling units per acre, of a property measuring approximately 16.654 acres and located at the North East Corner of North Sonoma Trail and East Ennis Avenue in the City of Ennis, Ellis County, Texas. PID No. 185431.

Planning and Zoning Case No. PZC-22.03.30.1

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

The Planning and Development Staff recommends approval.

ALTERNATIVES:

N/A

ATTACHMENTS:

[ORDINANCE NO.-Conduct a Public Hearing to discuss and consider amending the Zoning Ordinance of the City of Ennis, Texas, from R-10-Single-Family Resi - Pdf](#)

F.1.



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ENNIS, TEXAS, AMENDING THE CODE OF ORDINANCES APPENDIX A, ZONING, AND THE ZONING MAP TO CHANGE THE EXISTING ZONING CLASSIFICATION FROM R-10- SINGLE FAMILY RESIDENTIAL DISTRICT-10 TO PD-MF-2 PLANNED DEVELOPMENT-MULTI-FAMILY RESIDENTIAL DISTRICT 2 FOR AN APPROXIMATELY 16.654 ACRES LOT, TRACT, OR PARCEL OF LAND, TO PERMIT AN INCREASE IN DENSITY ON TRACT 1 FROM 22 DWELLING UNITS PER ACRE BUT NOT TO EXCEED 26 DWELLING UNITS PER ACRE, ELLIS CAD ID 185431– LOCATED AT THE NORTH EAST CORNER OF NORTH SONOMA TRAIL AND EAST ENNIS AVENUE-- OF PROVIDING SEVERABILITY, REPEALING AND SAVINGS CLAUSES; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Commission of the City of Ennis, Texas ("City Commission"), has investigated and determined the City of Ennis, Texas ("City") should amend the zoning ordinance and zoning map as provided herein and, pursuant to a notice being duly posted according to law, conducted a public hearing wherein a request was made by James Provost as applicant ("Applicant"), to change the existing zoning classification from "R-10" Single Family Residential District to "PD-MF-2" Planned Development-Multi-Family Residential District 2 for approximately 16.654 acres, to permit an increase in density on Tract 1 from 22 dwelling units but not to exceed 26 dwelling units per acre; and

WHEREAS, the tract of land for which Applicant requested a change in zoning classification is an approximately 16.654 acre-lot, tract or parcel at the North East Corner of North Sonoma Trail and East Ennis Avenue, Tract 1, Ellis CAD ID 185431, (the "Property") and more particularly described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the City Commission has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Ennis to grant the zoning change and that such grant will not be detrimental to the public welfare, safety or health; and

WHEREAS, the Planning and Zoning Commission of the City and the City Commission, in compliance with the laws of the State of Texas and the ordinances of the City, have given requisite notice by publication

and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of their legislative discretion have concluded that the Zoning Ordinance of the City should be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS:

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Zoning Reclassification Granted. The City of Ennis Zoning Ordinance is hereby amended to reflect that approximately 16.654 acre-lot, tract, or parcel North East Corner of North Sonoma Trail and East Ennis Avenue, Tract 1, Ellis CAD ID 185431, and more particularly described in Exhibit A, is hereby rezoned from "R-10" Single-Family Residential District to "PD-MF-2" Planned Development-Multi-Family Residential District 2, thus permitting an increase in density on Tract 1 from 22 dwelling units but not to exceed 26 dwelling units per acre. The Zoning Map of the City of Ennis shall be amended to reflect this zoning reclassification. The Property shall be developed and used in accordance with all applicable City, state and federal laws, as they exist or may be in the future amended, including but limited to building codes, fire codes and all accessibility standards as required by law.

SECTION 3. Savings/Repealing Clause. City of Ennis Zoning Ordinance, Appendix A, Code of Ordinances shall remain in full force and effect, save and except as amended by this Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional, illegal or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. City of Ennis hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. Penalty Clause. Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of misdemeanor and, upon conviction, in the municipal court of the City of Ennis, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. Effective Date. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases require.

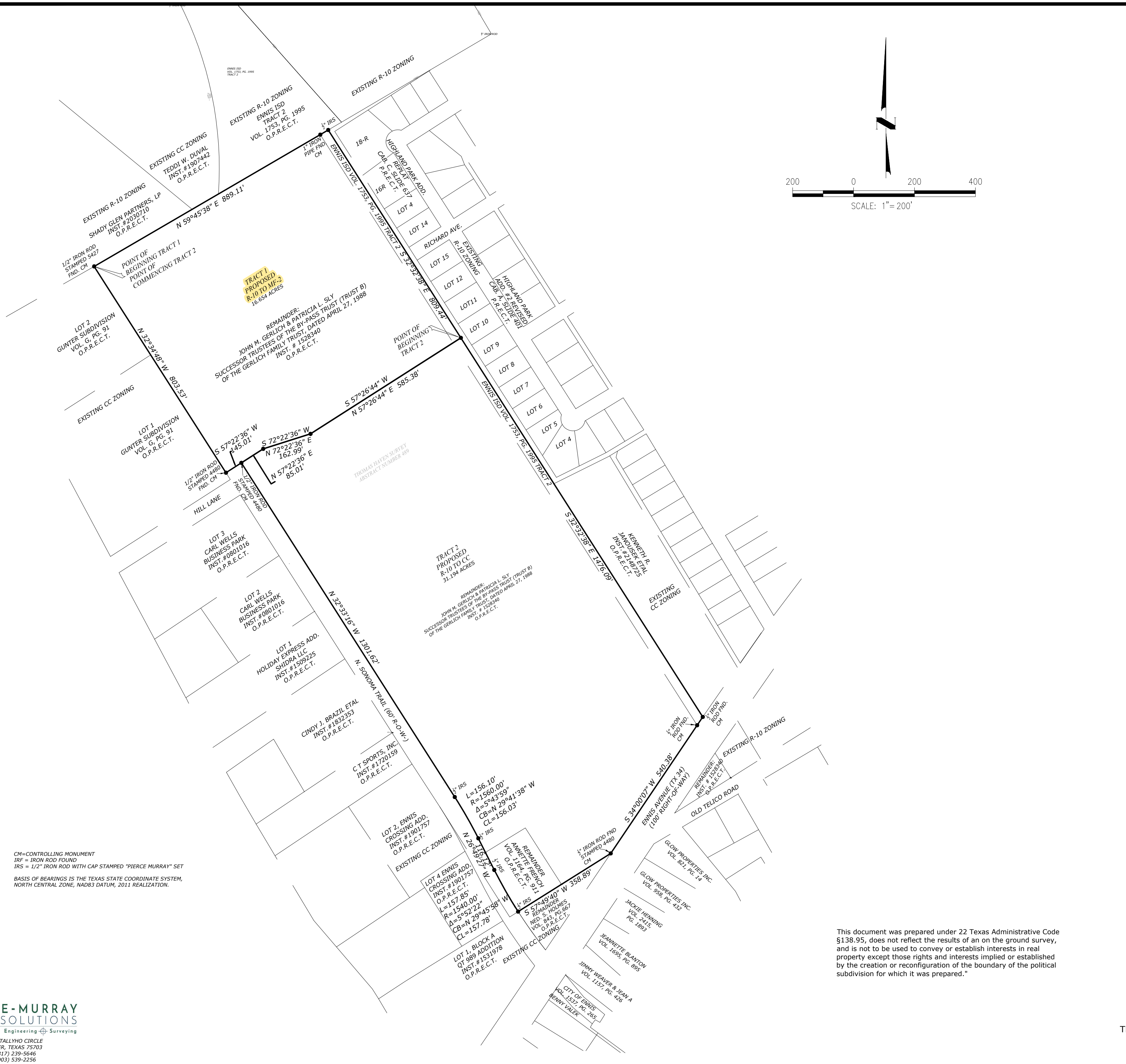
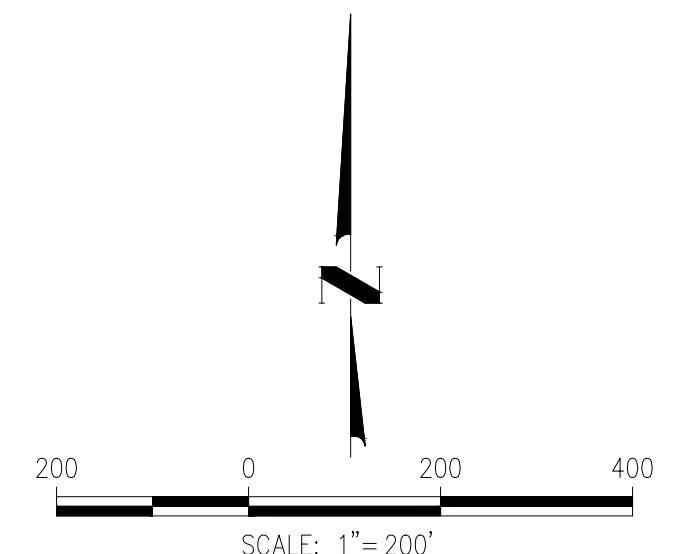
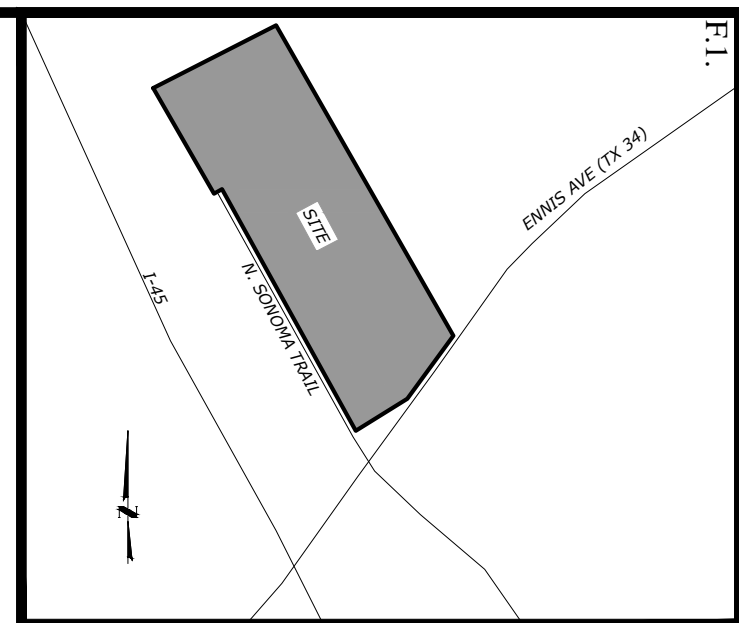
PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this ____ day of _____, 2022.

F.1.

ANGELINE JUENEMANN, Mayor

ATTEST:

ANGIE WADE, City Secretary



CM=CONTROLLING MONUMENT
IRF = IRON ROD FOUND
IRS = 1/2" IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET
BASIS OF BEARINGS IS THE TEXAS STATE COORDINATE SYSTEM,
NORTH CENTRAL ZONE, NAD83 DATUM, 2011 REALIZATION.



This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

PIERCE-MURRAY
LAND SOLUTIONS
Engineering + Surveying
800 TALLYHO CIRCLE
TYLER, TEXAS 75703
(817) 239-5646
(903) 539-2256
TBPELS FIRM REGISTRATION NO. 10194437

AN EXHIBIT SHOWING
PROPOSED ZONING
SITUATED IN THE
THOMAS HAVEN SURVEY, ABSTRACT NUMBER 489
ELLIS COUNTY, TEXAS

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Conduct a Public Hearing to discuss and consider amending the Zoning Ordinance of the City of Ennis, Texas, from R-10- Single-Family Residential District-10 to CC- Corridor Commercial District for an approximately 31.194-acre lot, tract, or parcel of land situated at NEC of North Sonoma Trail and East Ennis Avenue in the City of Ennis, Ellis County, Texas. PID No. 185431.
Meeting: ENNIS CITY COMMISSION - 17 May 2022
Department: Building Official
Staff Contact: Jorge Barake, Planner

BACKGROUND INFORMATION:

On May 9, 2022, the Planning and Zoning Commission discussed, considered and approved a zone change from "R-10" Single-Family Residential District- 10 to "CC" Corridor Commercial District for Tract 2 of a property measuring approximately 31.1964 acres and located at the North East Corner of North Sonoma Trail and East Ennis Avenue in the City of Ennis, Ellis County, Texas. PID No. 185431.

Planning and Zoning Case No. PZC-22.03.30

FINANCIAL IMPACT:

None

POLICY IMPLICATIONS:

None

RECOMMENDATION:

The Planning and Development Staff recommends approval.

ALTERNATIVES:

N/A

ATTACHMENTS:

[ORDINANCE NO.-Conduct a Public Hearing to discuss and consider amending the Zoning Ordinance of the City of Ennis, Texas, from R-10- Single-Family Res - Pdf](#)



ORDINANCE NO.

AN ORDINANCE OF THE CITY OF ENNIS, TEXAS, AMENDING THE CODE OF ORDINANCES APPENDIX A, ZONING, AND THE ZONING MAP TO CHANGE THE EXISTING ZONING CLASSIFICATION FROM R-10- SINGLE FAMILY RESIDENTIAL DISTRICT TO CC-CORRIDOR COMMERCIAL DISTRICT FOR AN APPROXIMATELY 31.194 ACRES LOT, TRACT, OR PARCEL OF LAND, TRACT 2, ELLIS CAD ID 185431- LOCATED AT THE NORTH EAST CORNER OF NORTH SONOMA TRAIL AND EAST ENNIS AVENUE-- OF PROVIDING SEVERABILITY, REPEALING AND SAVINGS CLAUSES; PROVIDING FOR A PENALTY OF A FINE NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000) FOR EACH OFFENSE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.

WHEREAS, the City Commission of the City of Ennis, Texas ("City Commission"), has investigated and determined the City of Ennis, Texas ("City") should amend the zoning ordinance and zoning map as provided herein and, pursuant to a notice being duly posted according to law, conducted a public hearing wherein a request was made by James Provost as applicant ("Applicant"), to change the existing zoning classification from "R-10" Single Family Residential District to "CC" Commercial Corridor District for an approximately 31.194 acres; and

WHEREAS, the tract of land for which Applicant requested a change in zoning classification is an approximately 31.194 acre-lot, tract or parcel at the North East Corner of North Sonoma Trail and East Ennis Avenue, Tract 2, Ellis CAD ID185431, (the "Property") and more particularly described in Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the City Commission has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Ennis to grant the zoning change and that such grant will not be detrimental to the public welfare, safety or health; and

WHEREAS, the Planning and Zoning Commission of the City and the City Commission, in compliance with the laws of the State of Texas and the ordinances of the City, have given requisite notice by publication and otherwise, and after holding due hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof, and in the exercise of their legislative discretion have concluded that the Zoning Ordinance of the City should be amended.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS:

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2. Zoning Reclassification Granted. The City of Ennis Zoning Ordinance is hereby amended to reflect that approximately 31.194 acre-lot, tract, or parcel North East Corner of North Sonoma Trail and East Ennis Avenue, Ellis CAD ID 185431, and more particularly described in Exhibit A, is hereby rezoned from "R-10" Single-Family Residential District to "CC" Corridor Commercial District. The Zoning Map of the City of Ennis shall be amended to reflect this zoning reclassification. The Property shall be developed and used in accordance with all applicable City, state and federal laws, as they exist or may be in the future amended, including but limited to building codes, fire codes and all accessibility standards as required by law.

SECTION 3. Savings/Repealing Clause. City of Ennis Zoning Ordinance, Appendix A, Code of Ordinances shall remain in full force and effect, save and except as amended by this Ordinance. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

SECTION 4. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional, illegal or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. City of Ennis hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5. Penalty Clause. Any person, firm or corporation violating any of the provisions of this Ordinance shall be deemed guilty of misdemeanor and, upon conviction, in the municipal court of the City of Ennis, Texas, shall be punished by a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such violation shall continue shall be deemed to constitute a separate offense.

SECTION 6. Effective Date. This Ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and Charter in such cases require.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this ____ day of _____, 2022.

ANGELINE JUENEMANN, Mayor

ATTEST:

F.2.

ANGIE WADE, City Secretary

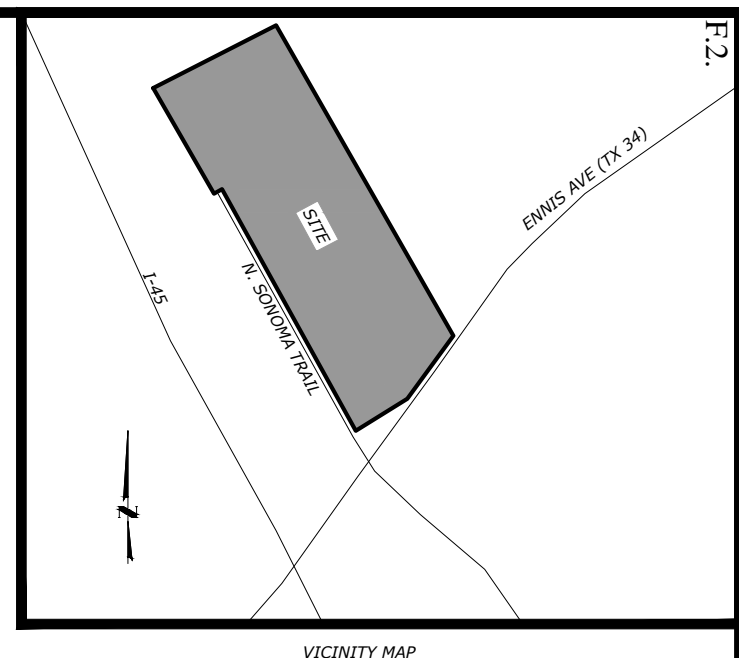
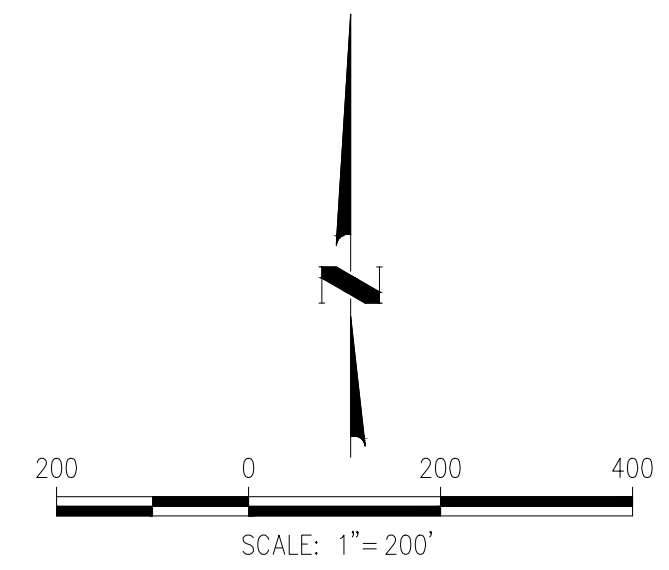
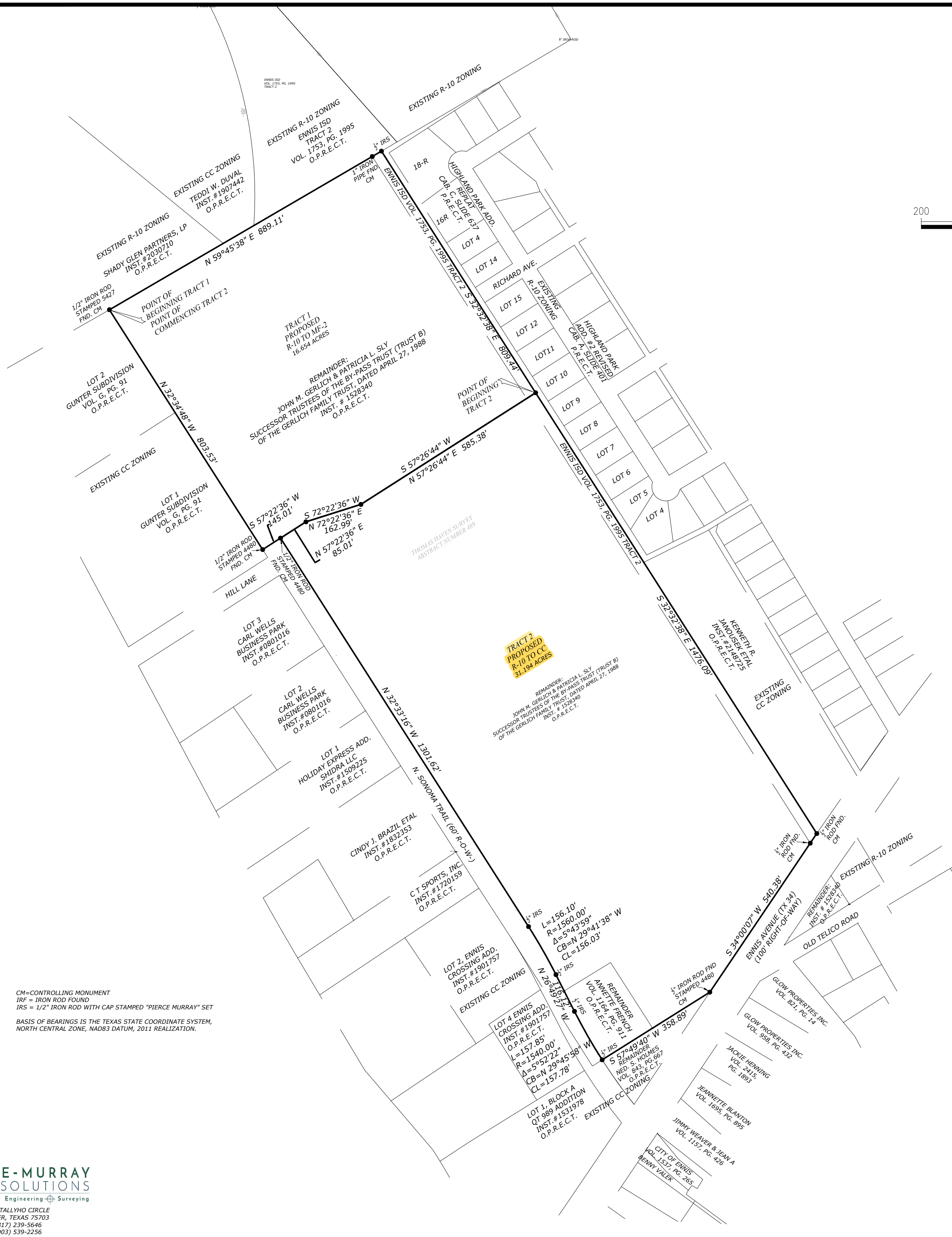


EXHIBIT A

CM=CONTROLLING MONUMENT
 IRF = IRON ROD FOUND
 IRS = 1/2" IRON ROD WITH CAP STAMPED "PIERCE MURRAY" SET
 BASIS OF BEARINGS IS THE TEXAS STATE COORDINATE SYSTEM,
 NORTH CENTRAL ZONE, NAD83 DATUM, 2011 REALIZATION.

PIERCE-MURRAY
 LAND SOLUTIONS
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 800 TALLYHO CIRCLE
 TYLER, TEXAS 75703
 (817) 239-5646
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 TBPELS FIRM REGISTRATION NO. 10194437



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AN EXHIBIT SHOWING
PROPOSED ZONING
 SITUATED IN THE
 THOMAS HAVEN SURVEY, ABSTRACT NUMBER 489
 ELLIS COUNTY, TEXAS

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Conduct a public hearing and consider approval of a Resolution designating Project Liftstation as an economic development project and amending the EDC budget in an amount of \$600,000.00 to provide funding for the project which is part of the infrastructure pro-rata program for future reimbursement.

Meeting: ENNIS CITY COMMISSION - 17 May 2022

Department: Economic Development

Staff Contact: Jim Wehmeier, Economic Development Director

BACKGROUND INFORMATION:

The lift station will provide sewer service access for all or portions of 5 currently undevelopable parcels with I-45 and business 45 frontage. There is currently a developer interested in a 14 acre parcel that would need this service to proceed with developing light industrial and possible retail at the intersection of I-45 and Business 45 (Kaufman). This investment will be subject to the infrastructure pro-rata policy with future developers contributing pro-rata shares of the cost to the EDC.

FINANCIAL IMPACT:

Funded by the EDC, Acct# 101-112-40063

RECOMMENDATION:

EDC board and staff recommend approval

ATTACHMENTS:

[050622 Public Hearing Notice - Project Liftstation](#)
[RESOLUTION NO.-Project Liftstation - Pdf](#)
[Project Liftstation pic](#)

NOTICE OF PUBLIC HEARINGS

ENNIS ECONOMIC DEVELOPMENT CORPORATION

ENNIS CITY COMMISSION

(PROJECT LIFTSTATION)

A public hearing will be held before the Economic Development Corporation, a Type B Corporation, on Tuesday, May 10, 2022 at 5:00 P.M in the Bluebonnet Event Room at 201 NW Main St., Ennis, TX, and before the City Commission of the City of Ennis on Tuesday, May 17, 2022 at 6:00 P.M. in the City Commission Chambers at 107 N Sherman St., Ennis, TX to hear testimony and consider taking action on declaring Project Liftstation an economic development project and amending the EDC budget in an amount of \$600,000.00 to provide funding for the project which is part of the infrastructure pro-rata program for future reimbursement. It is requested you make your views known, either in person or by contacting Jim Wehmeier, Director of Economic Development, jwehmeier@ennistx.gov or 972-878-4748.

Publish on: Sunday, May 8, 2022



RESOLUTION NO.

A RESOLUTION OF THE CITY OF ENNIS, TEXAS DESIGNATING PROJECT LIFT STATION AS AN ECONOMIC DEVELOPMENT PROJECT AND AUTHORIZING AN EXPENDITURE NOT TO EXCEED \$600,000.00 TO FUND THE PROJECT.

WHEREAS, currently city sewer is not available to commercial property along this section of the I-45 and Business 45 frontage.

WHEREAS, funding for this lift station will provide sewer service access for all or portions of 5 currently undevelopable parcels with I-45 and business 45 frontage.

WHEREAS, this investment will be subject to the infrastructure pro-rata policy with future developers contributing pro-rata shares of the cost to the EDC.

WHEREAS, on March 10, 2022, the Ennis Economic Development Corporation Board of Directors approved funding for the installation of the lift station.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TX:

SECTION 1: The Ennis City Commission approves project lift station as an economic development project and an expenditure not to exceed \$600,000.00 to fund the project.

SECTION 2: The resolution will become effective from and after its date of adoption.

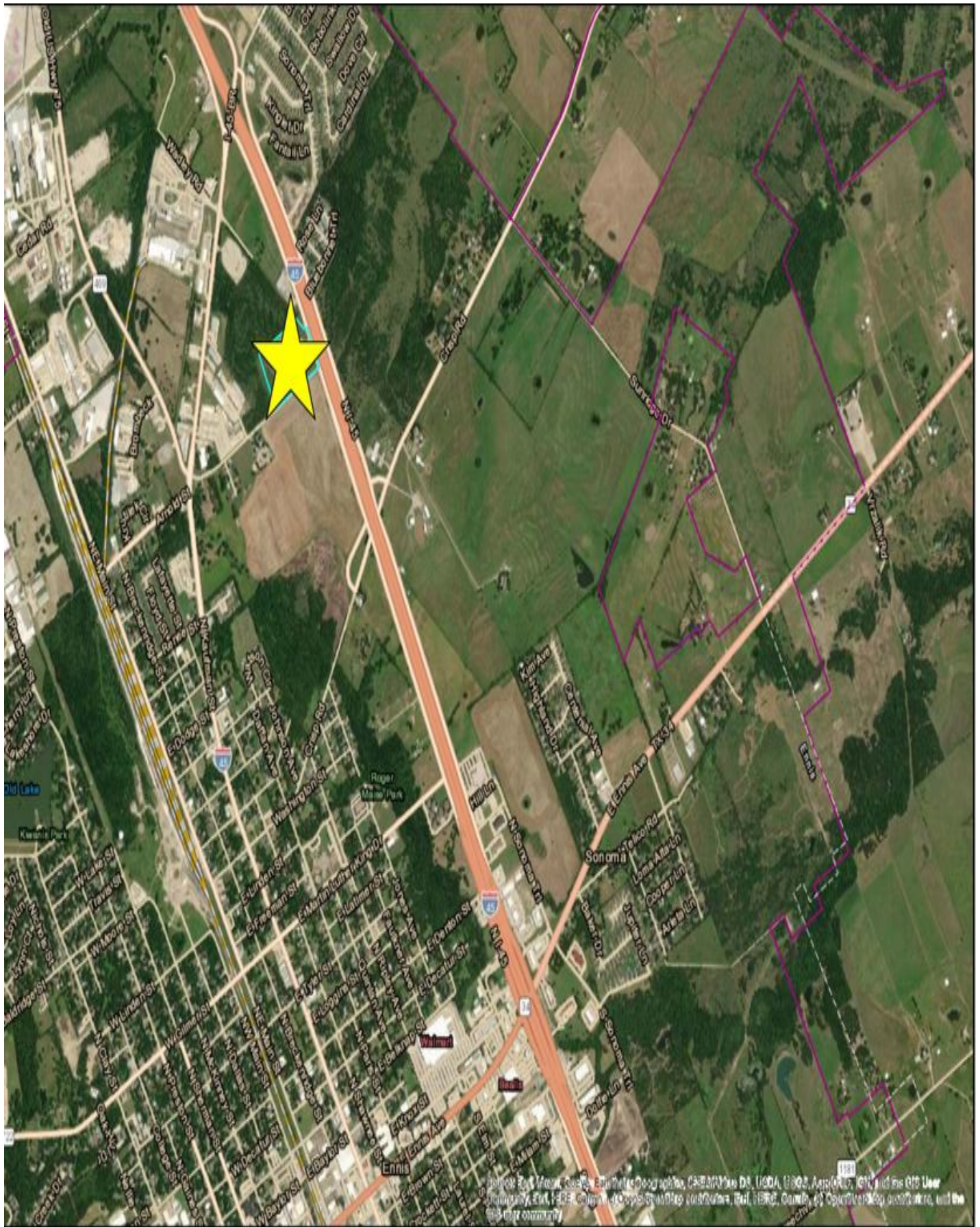
PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this ____ day of _____, 2022.

ANGELINE JUENEMANN, Mayor

ATTEST:

F.3.

ANGIE WADE, City Secretary



ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider approval of a resolution authorizing the City manager to execute a contract with Schaumburg & Polk, Inc. for professional engineering services related to design and construction document preparation, bidding, and construction phase services for a Lift Station near I-45 north of E Burnett Street (Baker II) in a sum not to exceed One Hundred and Sixty-One Thousand Dollars and Zero Cents (\$161,000.00).

Meeting: ENNIS CITY COMMISSION - 17 May 2022

Department: Public Works

Staff Contact: Ed Green, Public Works Director

BACKGROUND INFORMATION:

The Schaumburg & Polk, Inc. contract includes study, planning, design, survey, bidding, and construction phase services for a new lift station with approximately 2,500 LF of forcemain and 770 LF of gravity collection line to provide a lift station capable of receiving flow from a decommissioned lift station and additional parcels adjacent to E Burnett Street and the to the west side of the Interstate Highway 45 frontage road.

ATTACHMENTS:

[RESOLUTION NO.-Design Contract with Schaumburg & Polk, Inc. for a Lift Station near I-45 north of East Burnett Street \(Baker II\) - Pdf](#)
[EOPCC Baker LS relocation and upgrade less eng](#)
[Location Map LS Baker](#)
[Baker LS Relocation Exhibit](#)



RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SCHAUMBURG & POLK, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO DESIGN AND CONSTRUCTION DOCUMENT PREPARATION, BIDDING, AND CONSTRUCTION PHASE SERVICES FOR A LIFT STATION NEAR I-45 NORTH OF EAST BURNETT STREET (BAKER II) IN A SUM NOT TO EXCEED ONE HUNDRED AND SIXTY-ONE THOUSAND DOLLARS AND ZERO CENTS (\$161,000.00).

WHEREAS, the City Commission wishes to construct and maintain their wastewater collection system infrastructure in a manner consistent with the rules and regulations of the Environmental Protection Agency and the Texas Commission on Environmental Quality; and

WHEREAS, the funding for this project will be provided by the budgeted FY 2022 Sewer Capital Improvements projects; and

WHEREAS, the City Commission wishes to provide a lift station capable of receiving flow from a decommissioned lift station and additional parcels adjacent to E Burnett Street and from additional parcels along the west side of the Interstate Highway 45 frontage road.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS:

SECTION 1: That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Ennis, Texas, and are fully incorporated into the body of this Resolution.

SECTION 2: Authorizes the City Manager to execute a contract with Schaumburg & Polk, Inc. for professional engineering services related to design and construction document preparation, bidding, and construction phase services for a Lift Station near I-45 north of E Burnett Street (Baker II) in a sum not to exceed One Hundred and Sixty-One Thousand Dollars and Zero Cents (\$161,000.00).

SECTION 3: It is hereby declared to be the intention of the City Commission that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Commission without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4: That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, on this 17th day of May, 2022.

ND APPROVED by the City Commission of the City of Ennis, Texas on this ____ day of _____, 2022.

ANGELINE JUENEMANN, Mayor

ATTEST:

ANGIE WADE, City Secretary

**AGREEMENT
 BETWEEN
 THE CITY OF ENNIS, TEXAS (CITY)
 AND
 SCHAUMBURG & POLK, INC. (CONSULTANT)
 FOR
 PROFESSIONAL ENGINEERING SERVICES**

Made as of the _____ day of _____ in the year **2022**,

BETWEEN the City: The City of Ennis, Texas
 115 West Brown Street
 Ennis, Texas 75119
 Telephone: (972) 875-1234

and the Consultant: Schaumburg & Polk, Inc.
 320 S. Broadway Avenue, Suite 200
 Tyler, Texas 75702
 Telephone: 903-595-3913

for the following Project: **Baker Lift Station Relocation**

The City and the Consultant agree as set forth below.

THIS AGREEMENT is made and entered by and between the **City of Ennis, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and **Schaumburg & Polk, Inc.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the City desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, planning designing, bidding and construction phase engineering services for municipal water improvements within the City of Ennis, Texas; hereinafter referred to as "Project"; and

WHEREAS, the Consultant desires to render such professional engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The City hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.

- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit “A,” which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit “A,” in the form of written change orders, may be authorized from time to time by the City.
 - 1.2.1 **Requirement of Written Change Order** – “Extra” work, or “claims” invoiced as “extra” work, or “claims” which have not been issued as a duly executed, written change order by the Ennis City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Ennis City Commission’s authorization for the Ennis City Manager to execute said change order.

 - 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ENNIS CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the City are not authorized to issue verbal or written change orders.

- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit “B”** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than **December 31, 2024**.

- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit “B.”

ARTICLE 2 THE CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1 **Project Data** – The City shall furnish required information that it currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 2.2 **City Project Manager** – The City shall designate, when necessary, a representative authorized to act on the City's behalf with respect to the Project (the "Project Manager"). The City or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be in an amount not to exceed **One Hundred Sixty-One Thousand and 00/100 Dollars (\$161,000.00)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B." **The final five percent (5%) of the Consultant's Fee, or Eight Thousand Fifty and 00/100 Dollars (\$8,050.00), shall not be paid until the Consultant has completed all of the services described in Exhibit "A" and delivered to the City all of the documents, plans, data, maps, and/or other information required in Exhibit "A."**
 - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of the Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to payment of the **final five percent (5%) of the Consultant's Fee, or Eight Thousand Fifty and 00/100 Dollars (\$8,050.00)**. The electronic formatting shall be consistent with the standards established in City of Ennis Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record

Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the City, and upon receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to recommend that sufficient cause exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the City. City and Consultant agree that if requested by the City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to City.

3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. Any submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," City of Ennis Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for

reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the City's sole and exclusive remedy for said overpayment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the City, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."

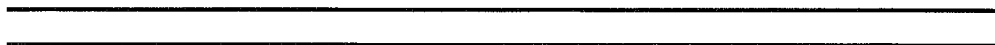
3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A." Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.5 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to City.





2022 Schedule of Hourly Rates and Expenses

Rates effective January 2022 (adjusted annually)

| | |
|---------------------------------|----------------|
| ADMINISTRATIVE ASSISTANT | \$70.00 /HOUR |
| SURVEY CREW | \$180.00 /HOUR |
| SURVEYOR I | \$60.00 /HOUR |
| SURVEYOR II | \$80.00 /HOUR |
| SURVEYOR III | \$100.00 /HOUR |
| SURVEYOR IV | \$120.00 /HOUR |
| SURVEYOR TECH | \$105.00 /HOUR |
| RPLS | \$170.00 /HOUR |
| CONSTRUCTION REPRESENTATIVE I | \$80.00 /HOUR |
| CONSTRUCTION REPRESENTATIVE II | \$110.00 /HOUR |
| CONSTRUCTION REPRESENTATIVE III | \$130.00 /HOUR |
| DESIGN TECHNICIAN I | \$60.00 /HOUR |
| DESIGN TECHNICIAN II | \$85.00 /HOUR |
| DESIGN TECHNICIAN III | \$110.00 /HOUR |
| DESIGN TECHNICIAN IV | \$135.00 /HOUR |
| ENGINEER I / II | \$115.00 /HOUR |
| ENGINEER III | \$130.00 /HOUR |
| ENGINEER IV | \$155.00 /HOUR |
| ENGINEER V | \$185.00 /HOUR |
| ENGINEER VI | \$205.00 /HOUR |
| ENGINEER VII | \$230.00 /HOUR |
| ENGINEER VIII | \$250.00 /HOUR |
| ENGINEER IX | \$270.00 /HOUR |

| REIMBURSABLE EXPENSES | | |
|-----------------------------|--|--------------------|
| Mileage | | IRS Allowable Rate |
| Travel and Meals | | Actual Cost x 1.10 |
| Misc. Reimbursable Expenses | | Actual Cost x 1.10 |

| OUTSIDE CONSULTANT RATES | | |
|--------------------------|--|---------------------|
| Associate Engineer | Civil, Electrical, Environmental, Mechanical, etc. | up to \$225.00/HOUR |
| Subconsultants | | Actual Cost x 1.10 |

Schaumburg & Polk, Inc. furnishes General Liability Insurance, Professional Liability Insurance and State of Texas mandatory limits of Worker's Compensation insurance.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the City. Invoices are to be mailed to City immediately upon completion of each individual task listed in Exhibit “B.” On Time and Materials submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All Time and Materials invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the City to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the *Texas Government*

Code. The City shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.

- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant’s compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of the City** – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City’s prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit “A.” Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit “A” to reflect changes while working on the Project and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant’s permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant’s professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the City and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

**ARTICLE 5
CONSULTANT’S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consistent with the terms and provisions of Exhibit “D,” City of Ennis Contractor Insurance Requirements, Consultant shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit “D,” City of Ennis Contractor Insurance Requirements, Consultant shall maintain, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss

to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit “D,” City of Ennis Contractor Insurance Requirements, Consultant shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, and if identified on the checklist located in Exhibit “D,” City of Ennis Contractor Insurance Requirements, Consultant shall maintain, at no expense to the City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of Exhibit “F,” such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

**ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS**

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the City as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices for time and material contracts.

**ARTICLE 7
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE**

The Consultant agrees that at any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement, which is repeated on the Affidavit, attached hereto as Exhibit "F" and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit "F". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "F" and incorporated herein for all purposes.

If the Agreement is required to go to the City Commission for approval, then the Consultant shall execute and deliver to the City the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the City's execution of this Agreement.

**ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES**

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. In the event of default or breach by

Consultant, City agrees to provide written notice of the default or breach to Consultant, and Consultant shall have thirty (30) days to remedy the default or breach to City's satisfaction. If Consultant fails to remedy the default or breach and City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION / MEDIATION

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COMMISSION MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL

PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT OF THE CITY'S REASONABLE ATTORNEYS FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

CONSULTANT SHALL PROMPTLY NOTIFY CITY OF THE DEFENSE COUNSEL RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER, AND TIMELY NOTIFY CITY OF ANY AND ALL LEGAL ACTIONS TAKEN BY THE DEFENSE COUNSEL REGARDING ANY AND ALL CLAIMS.

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Consultant agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following addresses:

**City Manager
City of Ennis, Texas**

**115 West Brown Street
Ennis, Texas 75119
Telephone: (972) 878-1234**

City agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

**Schaumburg & Polk, Inc.
Jeremy Buechter, P.E., Executive Vice President
320 S. Broadway Ave, Suite 200
Tyler, TX 75702
Telephone: 903-595-3913**

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit “A,” Scope of Services.

12.1.2 Exhibit “B,” Compensation Schedule / Project Billing / Project Budget.

12.1.3 Exhibit “C,” City of Ennis Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.6 Exhibit “D,” City of Ennis Contractor Insurance Requirements.

12.1.7 Exhibit "E," Affidavit.

12.1.8 Exhibit "F", Conflict of Interest Questionnaire, Form CIQ.

- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Successors and Assigns** – City and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Ellis County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Ellis County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **No Boycott Israel** -- Pursuant to Texas Government Code Chapter 2270, Consultant's execution of this Agreement shall serve as verification that the Consultant does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

G.1.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: _____

CITY:
City of Ennis, Texas

By: _____

Date: _____

CONSULTANT:
Schaumburg & Polk, Inc.

By: 
Jeremy Buechter, P.E., Executive Vice President

Date: 04/26/2022

STATE OF TEXAS

§
§
§

COUNTY OF ELLIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, City of Ennis, Texas City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2022.

Notary Public In and For the State of Texas
My commission expires: _____

STATE OF Texas

§
§
§

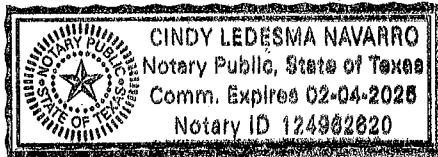
COUNTY OF Smith

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Jeremy Buechter, P.E.**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of April, 2022.

Cindy Navarro

Notary Public In and For the State of Texas
My commission expires: 2/4/2025



City of Ennis
Baker Lift Station Relocation
Specific Scope of Work
April 2022

Items of work specified below shall be included as Exhibit A to the Form of Agreement between Owner and Engineer for Professional Services.

General Description:

This project includes study, planning, design, bidding and construction phase services for a new lift station with approximately 2,500LF of forcemain and 770 LF of gravity collection line. The new lift station shall serve the drainage area currently served by the Baker lift station as well as some additional parcels added to the service area by relocating the lift station site to the east approximately 700LF.

Study and Report

- A. Meet with City to determine specific requirements of project.
- B. Review current sewer data, mapping, and any other existing data.
- C. Data Collection Including initial feature survey:
 - 1. Site visit including general location of visible sewer appurtenances including manholes and cleanouts.
 - 2. Verification of positioning of property lines, houses, sheds, pools, fences and other site improvements within existing or proposed route of sewerline and forcemain.
 - 3. Assessment of the apparent street right-of-way and consideration of any potential alignment revisions.
 - 4. Finish floor elevations and visible locations of service connections at residences and structures.
- D. Review of potential private property crossings that may require access easements.
- E. Provide recommendations for final location of lift station and alignment of sewerline and forcemain including up to three alternate locations/routes that may be recommended.
- F. Projection of current and future flows – including consideration of proposed developments within the drainage basin.
- G. Capacity, material, and sizing recommendations for the proposed sewerline and forcemain.
- H. Consider bypass pumping or transfer of flow methods to keep existing sewer service in operation during construction.
- I. Consider TCEQ, TxDOT and other regulatory requirements that may impact final alignment, and other components of construction, and include any required recommendations.
- J. Discuss environmental considerations and any impacts on location of sewerline and installation methods.
- K. Prepare construction cost opinions of all options.

- L. Submit Preliminary Engineering Report (PER) including all options, associated costs, mapping, and possible acquisition.
- M. Revise PER in accordance with City's review.

2. Preliminary Design

- A. Field data collection for design, including topographic survey of selected alignment and areas of upgrade.
- B. Initial utility locations and coordination with franchise utilities.
- C. Schematic design of lift station, forcemain, and collection system upgrades in conformance with recommendations and options selected in PER.
- D. Coordinate schematic design with any required regulatory agencies.
- E. Provide schematic layouts for any required property acquisition based on aerial mapping, lot layouts, and alignment.
- F. Prepare updated preliminary cost opinions and review with City.

3. Final Design

- A. Prepare final signed and sealed plans and specifications for sewer system upgrades.
- B. Level B SUE (subsurface utility engineering) to further define and locate potential utility conflicts.
- C. Recommend to Owner any further utility location effort in any areas of risk of conflict.
- D. Include consideration of alternate bids as recommended by Engineer or requested by City.
- E. Provide easements including exhibit A RPLS survey documents for the City to use in procuring easements as needed (anticipated as 3 parcels)
- F. Coordinate with City's SCADA provider for bid allowance for any required SCADA upgrades.
- G. Submit final plans and specs to TCEQ and any other required regulatory review, and respond to questions or comments.
- H. Coordinate final submission to TxDOT for appropriate permitting of installation.
- I. Review final plans and specifications with City and revise as necessary to address any comments or questions.

4. Bidding

- A. Provide contract documents and assist City in bidding project.
- B. Distribute advertisements directly to contractors to help advertise project.
- C. Advertise in online planrooms
- D. Print and distribute Plans and Specs to responsive contractors.
- E. Conduct bid opening, evaluate and tabulate bids, and recommend award to City.

5. Construction

- A. Conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- B. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including Progress Schedule, Schedule of Submittals, and Schedule of Values.
- C. As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- D. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe the progress and quality of the Contractor's executed Work. Scope is based on averaging 4hrs per week for a 140-day construction phase
- E. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.
- F. Recommend and prepare Change Orders and Work Change Directives to Owner, as appropriate.
- G. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.
- H. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- I. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
- J. Process pay applications from Contractor.
- K. In company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
- L. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
- M. Engineer shall assemble and provide a final set of as-built drawings based on Contractors field plan set, Engineer's working plan set, and the Resident Representatives field set of plans. These plans will be provided to the Owner in both paper and digital format.

PROJECT DELIVERABLES

1. 30% Design Phase Plans, Specifications, Budgets
2. 60% Design Phase Plans, Specifications, Budgets
3. Final Signed and Sealed Plans and Specifications.
4. Contract Documents
5. Bidding Documents and Contracts
6. Recommendation of Award and Bid Assessments
7. Construction Record Drawings – including digital files.

RESPONSIBILITIES OF OWNER

1. The Owner is responsible for any and all fees required for any permits and any bid advertising costs (newspaper fees etc.).
2. This proposal excludes survey or other services for land acquisition, other than schematics as specifically stated above.
3. This proposal excludes all actual costs of property or easement acquisition.
4. This proposal includes electrical design and coordination with City SCADA provider, but specifically excludes design of SCADA upgrades.
5. Cost to prepare or direct cost for, an USACE individual permit is not included in this proposal (not anticipated).

END OF 4-PAGE EXHIBIT A

EXHIBIT "B"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET

**Agreement by and between the City of Ennis (City)
 and Schaumburg & Polk, Inc. (Consultant)
 to perform Professional Engineering Services for
 Baker Lift Station Relocation**

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

| TASK TO BE COMPLETED | DOLLAR AMOUNT |
|---|----------------------|
| Study & Report – Sixteen Thousand Dollars | \$ 16,000.00 |
| Data Collection & Prelim. Design – Fifty-Three Thousand Dollars | \$ 53,000.00 |
| Final Design – Fifty-Six Thousand Dollars | \$ 56,000.00 |
| Bidding Phase – Eight Thousand Dollars | \$ 8,000.00 |
| Construction Phase –Twenty-Eight Thousand Dollars | \$ 28,000.00 |
| TOTAL CONTRACT | \$ 161,000.00 |

Total Lump Sum Fee: One Hundred Sixty-One Thousand Dollars.

EXHIBIT "C"
**CITY OF ENNIS GUIDELINES FOR DIRECT EXPENSES; GENERAL AND
ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES**

I. **CONSULTANT'S RESPONSIBILITY**. The Consultant shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the City for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any overpayment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the City's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. **In-House Reproduction** - Consultant shall make arrangements with the City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date,

time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant's employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

1. **Adherence to Currently Adopted City Travel Policy** – Unless otherwise stated within this Agreement, reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. All lodging and meals are reimbursed in accordance with IRS rules and rates as shown on the U.S. General Services Administration website for the City: <http://www.gsa.gov/portal/category/21287>.
2. Prior to the event, Consultant shall request, and the City shall provide the provisions and the restrictions that apply to out-of-City reimbursements.

EXHIBIT "D"
INSURANCE REQUIREMENTS

REQUIREMENTS

Contractors performing work on CITY OF ENNIS property or public right-of-way shall provide the CITY OF ENNIS a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF ENNIS. Contractors shall provide CITY OF ENNIS evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by CITY OF ENNIS.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF ENNIS reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

| | TYPE OF INSURANCE | AMOUNT OF INSURANCE | PROVISIONS |
|----|---|---|--|
| 1. | Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee | Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000 | CITY OF ENNIS to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above. |
| 2. | Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability | Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000 | CITY OF ENNIS to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above. |
| 3. | Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles | Combined Single Limit \$1,000,000 | CITY OF ENNIS to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A:VII-rated or above. |

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) shall be submitted to the Finance Department by

EXHIBIT "D"
INSURANCE REQUIREMENTS

fax at: **972-875-9086** or emailed to: jwelch@ennistx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Ennis.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Ennis, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City of Ennis, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Ennis, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the City of Ennis and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the City of Ennis with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for CITY OF ENNIS, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF ENNIS within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for CITY OF ENNIS. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# Baker LS Relocation

Company: Schaumburg & Polk, Inc.

Printed Name: Jeremy Buechter, P.E.

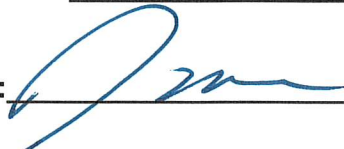
Signature:  Date: 4/26/22

EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS

THE COUNTY OF ELLIS

I, Jeremy Buechter, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).
- A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- Other: _____.
- None of the Above.

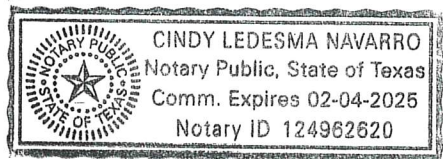
Upon filing this affidavit with the City of Ennis, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

Signed this 26TH day of April, 2022

Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Jeremy Buechter, P.E. and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 26th day of April 2022,
2024.



Cindy Navarro
Notary Public in and for the State of Texas
My commission expires: 2/4/2025

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE

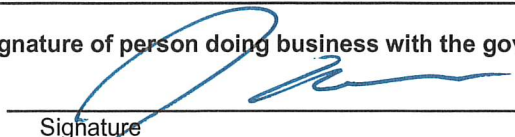
| | |
|---|--|
| FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity | |
| <p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p> | <p>OFFICE USE ONLY</p> <hr/> <p>Date Received</p> |
| <p>1. Name of person who has a business relationship with local governmental entity.</p> <p align="center">N/A</p> | |
| <p>2. Check this box if you are filing an update to a previously filed question <input type="checkbox"/></p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p> | |
| <p>3. Name of local government officer with whom filer has employment or business relationship.</p> <p align="center">N/A</p> <p align="center">_____ Name of Local Government Officer</p> <p>This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p> <p align="center">N/A</p> <p>_____</p> <p>_____</p> <p>_____</p> | |
| <p>4. Signature of person doing business with the governmental entity Date:</p> <p align="center">  _____ Signature </p> <p align="right"> _____ Date </p> <p align="right" style="font-size: 1.2em;">4/26/22</p> | |

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE

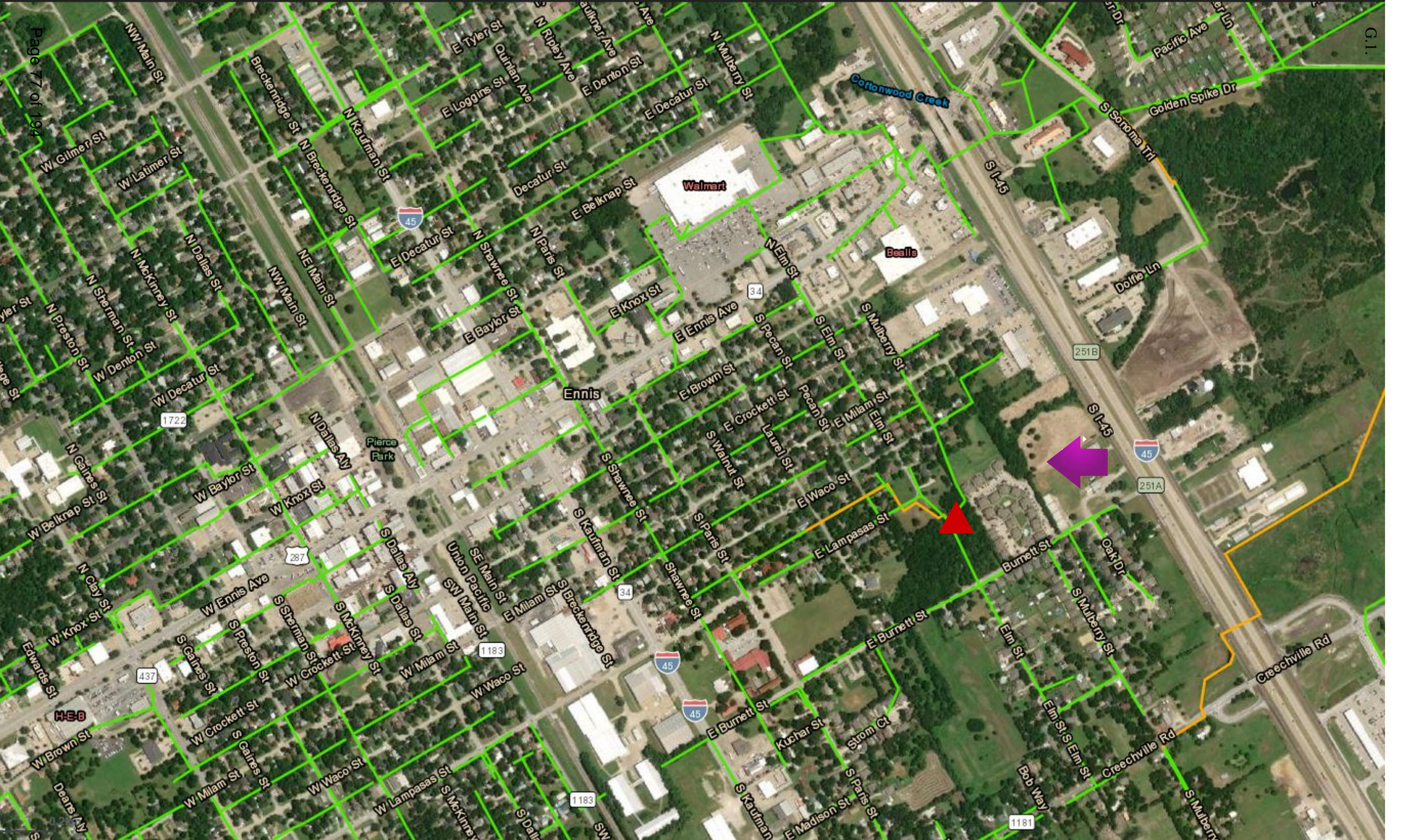
Local Government Officers City of Ennis, Texas

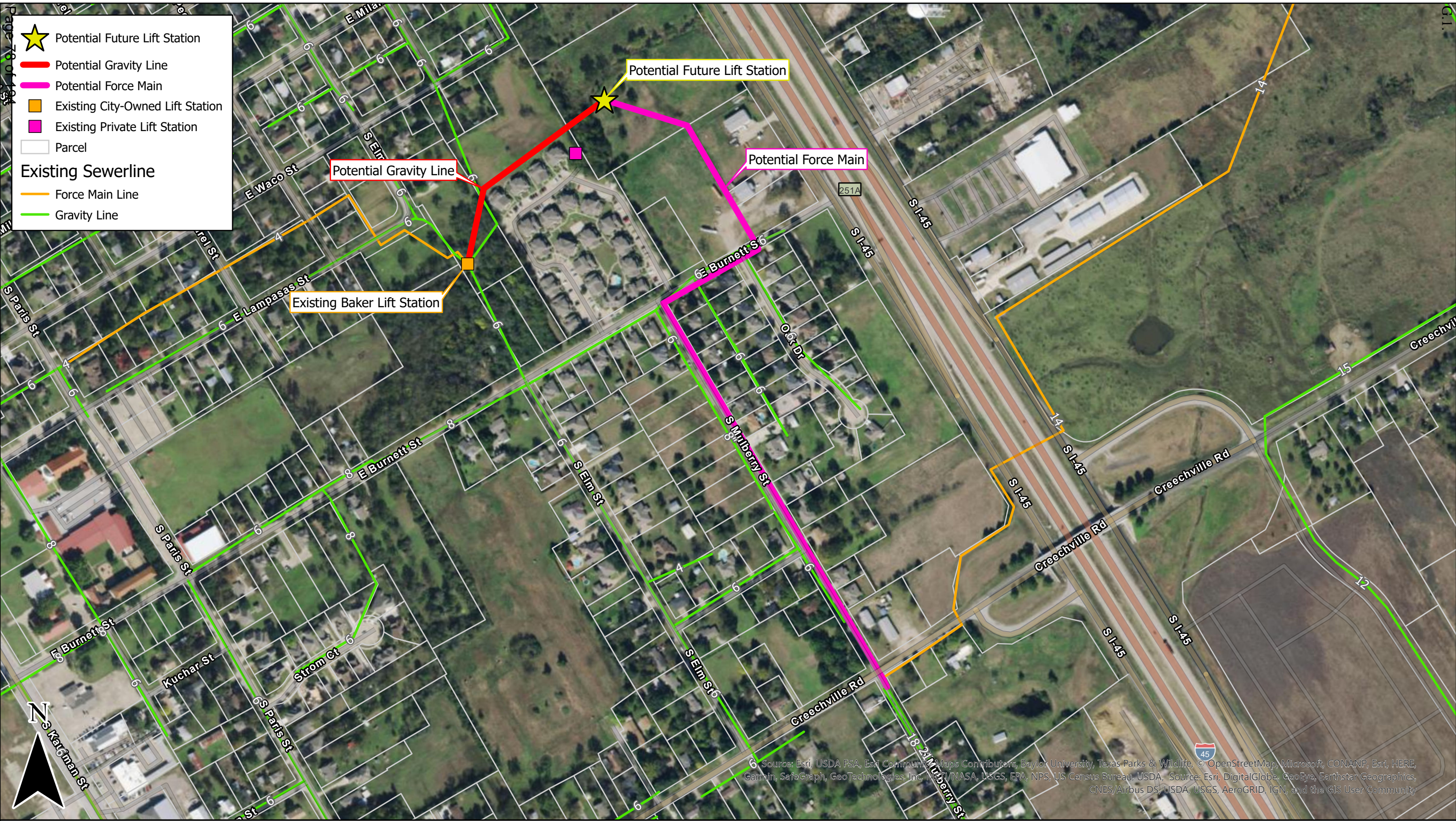
For purposes of completion of the required Conflict of Interest Questionnaire for the City of Ennis Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

| | |
|------------------------|--|
| Mayor: | Angeline Juenemann |
| Commission Members: | Jake Holland, Mayor Pro Tem Rowdy Pruitt, Commissioner Ward 1 Bruce Jones, Commissioner Ward 2 Scott Hejny, Commissioner Ward 3 Shirley Watson, Commissioner Ward 4 Bill Honza, Commissioner Ward 5 |
| City Manager: | Marty Nelson |

**City of Ennis, TX
Baker Lift Station Upgrade and Regionalization
EOPCC - April, 2022**

| Sanitary Sewer Improvements | | | | | |
|-------------------------------------|--|----------|------|---------------|------------------------|
| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
| 1 | Mobilization, Bonding, & Insurance | 1 | LS | \$ 25,723.50 | \$ 25,723.50 |
| 2 | Traffic Control | 1 | LS | \$ 2,500.00 | \$ 2,500.00 |
| 3 | Excavation Safety | 1 | LS | \$ 2,500.00 | \$ 2,500.00 |
| 4 | Construction Staking | 1 | LS | \$ 1,500.00 | \$ 1,500.00 |
| 5 | SW3P | 1 | LS | \$ 2,000.00 | \$ 2,000.00 |
| 6 | Pre Construction Utility Locates | 1 | LS | \$ 1,500.00 | \$ 1,500.00 |
| 7 | Demo existing electrical and lift station appurtenances | 1 | LS | \$ 8,500.00 | \$ 8,500.00 |
| 8 | Repipe Existing Lift Station to a Gravity Collection point (Manhole) | 1 | LS | \$ 12,000.00 | \$ 12,000.00 |
| 9 | New 12" D3034 SDR 26 PVC Sanitary Sewer Line (from old LS site) | 770 | LF | \$ 85.00 | \$ 65,450.00 |
| 10 | New 5' Diameter Manholes | 3 | EA | \$ 5,500.00 | \$ 16,500.00 |
| 11 | New 10" Forcemain | 2500 | LF | \$ 90.00 | \$ 225,000.00 |
| 12 | Construct New Lift Station Wetwell and Valve Vault | 1 | LS | \$ 105,000.00 | \$ 105,000.00 |
| 13 | New Pumps | 1 | LS | \$ 85,000.00 | \$ 85,000.00 |
| 14 | Controls and Panels | 1 | LS | \$ 60,000.00 | \$ 60,000.00 |
| 15 | Basic Electrical Materials | 1 | LS | \$ 55,000.00 | \$ 55,000.00 |
| 16 | Lift Station Site Fencing, Grading, and Access Drive | 1 | LS | \$ 35,000.00 | \$ 35,000.00 |
| 17 | CMU Control Building | 1 | LS | \$ 30,000.00 | \$ 30,000.00 |
| 18 | Generator with ATS | 1 | LS | \$ 75,000.00 | \$ 75,000.00 |
| 19 | SCADA Allowance | 1 | LS | \$ 20,000.00 | \$ 20,000.00 |
| 20 | Owners Allowance for Material Testing | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 21 | Owners Allowance for Field Changes | 1 | LS | \$ 50,000.00 | \$ 50,000.00 |
| 22 | Allowance for Franchise Electrical Service | 1 | LS | \$ 10,000.00 | \$ 10,000.00 |
| 23 | Construction Contingency | 1 | LS | \$ 178,634.70 | \$ 178,634.70 |
| Project Construction Total = | | | | | \$ 1,071,808.20 |





- ★ Potential Future Lift Station
 - Potential Gravity Line
 - Potential Force Main
 - Existing City-Owned Lift Station
 - Existing Private Lift Station
 - Parcel
- Existing Sewerline**
- Force Main Line
 - Gravity Line



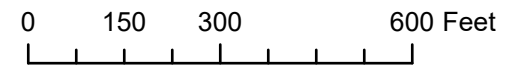
Source: Esri, USDA PSA, Esri Community Maps Contributors, Baylor University, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc., Mapbox/NASA, USGS, EPA, NPS, US Census Bureau, USDA, © Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



BEAUMONT | HOUSTON | GARLAND | TERRELL | TYLER
 320 S. Broadway Ave., Suite 200
 Tyler, TX 75702
 903.595.3913
 Firm Registration No. F-520

City of Ennis Baker Lift Station Relocation

1" = 200'



ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission

Subject: Discuss and consider approval of a resolution authorizing the City manager to execute a contract with Schaumburg & Polk, Inc. for professional engineering services related to design and construction document preparation, bidding, and construction phase services for a Lift Station near the east end of Arnold Street in a sum not to exceed One Hundred and Twenty-Nine Thousand Seven Hundred Dollars and Zero Cents (\$129,700.00).

Meeting: ENNIS CITY COMMISSION - 17 May 2022

Department: Public Works

Staff Contact: Ed Green, Public Works Director

BACKGROUND INFORMATION:

The Schaumburg & Polk, Inc. contract includes field data collection, coordination of with forcemain construction from Christian Meadows Addition, and Arnold Street Paving Design to provide a TCEQ compliant lift station capable of activating a proposed gravity wastewater system along the I-45 frontage road north and south of the east end of Arnold Street near Interstate Highway 45.

ATTACHMENTS:

[RESOLUTION NO.-Design Contract with Schaumburg & Polk, Inc. for Lift Station on Arnold Street near I-45. - Pdf](#)
[EOPCC for LS at Arnold and I45 less eng](#)
[Location Map LS Arnold](#)
[Arnold Street Lift Station Map](#)



RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH SCHAUMBURG & POLK, INC. FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO DESIGN AND CONSTRUCTION DOCUMENT PREPARATION, BIDDING, AND CONSTRUCTION PHASE SERVICES FOR A LIFT STATION NEAR THE EAST END OF ARNOLD STREET IN A SUM NOT TO EXCEED ONE HUNDRED AND TWENTY-NINE THOUSAND SEVEN HUNDRED DOLLARS AND ZERO CENTS (\$129,700.00).

WHEREAS, the City Commission wishes to construct and maintain their wastewater collection system infrastructure in a manner consistent with the rules and regulations of the Environmental Protection Agency and the Texas Commission on Environmental Quality; and

WHEREAS, the funding for this project will be provided by the budgeted FY 2022 Sewer Capital Improvements projects; and

WHEREAS, the City Commission wishes to provide a lift station capable of activating a proposed gravity wastewater system along the I-45 frontage road north and south of the east end of Arnold Street near Interstate Highway 45.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS:

SECTION 1: That the foregoing recitals are hereby found to be true and correct legislative findings of the City of Ennis, Texas, and are fully incorporated into the body of this Resolution.

SECTION 2: Authorizes the City Manager to execute a contract with Schaumburg & Polk, Inc. for professional engineering services related to design and construction document preparation, bidding, and construction phase services for a Lift Station on Arnold Street in a sum not to exceed One Hundred and Twenty-Nine Thousand Seven Hundred Dollars and Zero Cents (\$129,700.00).

SECTION 3: It is hereby declared to be the intention of the City Commission that the phrases, clauses, sentences, paragraphs and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution, since the same would have been enacted by the City Commission without the incorporation of this Resolution of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 4: That this Resolution shall become effective from and after its passage.

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, on this 17th day of May, 2022.

ANGELINE JUENEMANN, Mayor

ATTEST:

ANGIE WADE, City Secretary

**AGREEMENT
 BETWEEN
 THE CITY OF ENNIS, TEXAS (CITY)
 AND
 SCHAUMBURG & POLK, INC. (CONSULTANT)
 FOR
 PROFESSIONAL ENGINEERING SERVICES**

Made as of the _____ day of _____ in the year **2022**,

BETWEEN the City: The City of Ennis, Texas
 115 West Brown Street
 Ennis, Texas 75119
 Telephone: (972) 875-1234

and the Consultant: Schaumburg & Polk, Inc.
 320 S. Broadway Avenue, Suite 200
 Tyler, Texas 75702
 Telephone: 903-595-3913

for the following Project: **Arnold Street Lift Station**

The City and the Consultant agree as set forth below.

THIS AGREEMENT is made and entered by and between the **City of Ennis, Texas**, a Home-Rule Municipal Corporation, hereinafter referred to as "City," and **Schaumburg & Polk, Inc.**, hereinafter referred to as "Consultant," to be effective from and after the date as provided herein, hereinafter referred to as "Agreement."

WHEREAS, the City desires to engage the services of the Consultant to provide professional services which shall include, but not be limited to, planning designing, bidding and construction phase engineering services for municipal water improvements within the City of Ennis, Texas; hereinafter referred to as "Project"; and

WHEREAS, the Consultant desires to render such professional engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

**ARTICLE 1
CONSULTANT'S SERVICES**

- 1.1 **Employment of the Consultant** – The City hereby agrees to retain the Consultant to perform professional engineering services in connection with the Project. Consultant agrees to perform such services in accordance with the terms and conditions of this Agreement.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform such services as are set forth and described in Exhibit “A,” which is attached hereto and incorporated herein by reference for all purposes. The parties understand and agree that deviations or modifications to the scope of services described in Exhibit “A,” in the form of written change orders, may be authorized from time to time by the City.
- 1.2.1 **Requirement of Written Change Order** – “Extra” work, or “claims” invoiced as “extra” work, or “claims” which have not been issued as a duly executed, written change order by the Ennis City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written change order shall be preceded by the Ennis City Commission’s authorization for the Ennis City Manager to execute said change order.
- 1.2.2 **DO NOT PERFORM ANY EXTRA WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE ENNIS CITY MANAGER.** Project Managers, Superintendents, and/or Inspectors of the City are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – The Consultant agrees to commence work immediately upon the execution of this Agreement and receipt of written Notice to Proceed, and to proceed diligently with said work to completion as described in the Compensation Schedule / Project Billing / Project Budget attached hereto as **Exhibit “B”** and incorporated herein by reference for all purposes, but in no event shall the Project be completed any later than **December 31, 2024**.
- 1.4 **Failure to Meet Established Deadlines** – Consultant acknowledges that time is of the essence in the performance of services under this Agreement as set forth in the Compensation Schedule / Project Billing / Project Budget attached hereto as Exhibit “B.”

ARTICLE 2 THE CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the services of Consultant:

- 2.1 **Project Data** – The City shall furnish required information that it currently has in its possession, as expeditiously as necessary for the orderly progress of the work, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof.
- 2.2 **City Project Manager** – The City shall designate, when necessary, a representative authorized to act on the City's behalf with respect to the Project (the "Project Manager"). The City or such authorized representative shall examine the documents submitted by the Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of the Consultant's services. The Project Manager is not authorized to issue verbal or written change orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services," compensation for this Project shall be in an amount not to exceed **One Hundred Twenty-Nine Thousand Seven Hundred and 00/100 Dollars (\$129,700.00)**, ("Consultant's Fee") and shall be paid in accordance with Article 3 and the Compensation Schedule / Project Billing / Project Budget as set forth in Exhibit "B." **The final five percent (5%) of the Consultant's Fee, or Six Thousand Four Hundred Eighty-Five and 00/100 Dollars (\$6,485.00), shall not be paid until the Consultant has completed all of the services described in Exhibit "A" and delivered to the City all of the documents, plans, data, maps, and/or other information required in Exhibit "A."**
 - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of the Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by the City prior to payment of the **final five percent (5%) of the Consultant's Fee, or Six Thousand Four Hundred Eighty-Five and 00/100 Dollars (\$6,485.00)**. The electronic formatting shall be consistent with the standards established in City of Ennis Guidelines for Computer Aided Design and Drafting ("CADD").

Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement.

3.1.2 **Disputes between City and Construction Contractor** – If the Project involves the Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the City, and upon receipt of a written request by City, Consultant shall research previous and existing conditions of the Project, and make a determination whether or not to recommend that sufficient cause exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Consultant shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the City. City and Consultant agree that if requested by the City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Consultant shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Consultant shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to City.

3.2 **Direct Expenses** – Direct Expenses are included in the Consultant's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Consultant and the Consultant's employees and subcontractors in the interest of the Project. Any submitted Direct Expenses are to be within the amounts as stated in the Compensation Schedule / Project Billing / Project Budget set forth in Exhibit "B," and consistent with Exhibit "C," City of Ennis Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Consultant shall be solely responsible for the auditing of all Direct Expenses, including the subcontractors, prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for

reimbursement may be deducted from the Consultant's subsequent payment for services; provided, however this shall not be the City's sole and exclusive remedy for said overpayment.

3.3 **Additional Services** – The Consultant shall provide the services as described in the Scope of Services as set forth in Exhibit "A" of this Agreement. If authorized in writing by the City, the Consultant shall provide additional services, to be compensated on an hourly basis in accordance with this paragraph ("Additional Services"). These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in Exhibit "A."

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in Exhibit "A." Drafts or revisions required as the result of errors or omissions by the Consultant shall not be considered Additional Services, but shall fall within the Scope of Services.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in Exhibit "A."

3.3.5 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by the City shall be in addition to the Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to City.





2022 Schedule of Hourly Rates and Expenses

Rates effective January 2022 (adjusted annually)

| | |
|---------------------------------|----------------|
| ADMINISTRATIVE ASSISTANT | \$70.00 /HOUR |
| SURVEY CREW | \$180.00 /HOUR |
| SURVEYOR I | \$60.00 /HOUR |
| SURVEYOR II | \$80.00 /HOUR |
| SURVEYOR III | \$100.00 /HOUR |
| SURVEYOR IV | \$120.00 /HOUR |
| SURVEYOR TECH | \$105.00 /HOUR |
| RPLS | \$170.00 /HOUR |
| CONSTRUCTION REPRESENTATIVE I | \$80.00 /HOUR |
| CONSTRUCTION REPRESENTATIVE II | \$110.00 /HOUR |
| CONSTRUCTION REPRESENTATIVE III | \$130.00 /HOUR |
| DESIGN TECHNICIAN I | \$60.00 /HOUR |
| DESIGN TECHNICIAN II | \$85.00 /HOUR |
| DESIGN TECHNICIAN III | \$110.00 /HOUR |
| DESIGN TECHNICIAN IV | \$135.00 /HOUR |
| ENGINEER I / II | \$115.00 /HOUR |
| ENGINEER III | \$130.00 /HOUR |
| ENGINEER IV | \$155.00 /HOUR |
| ENGINEER V | \$185.00 /HOUR |
| ENGINEER VI | \$205.00 /HOUR |
| ENGINEER VII | \$230.00 /HOUR |
| ENGINEER VIII | \$250.00 /HOUR |
| ENGINEER IX | \$270.00 /HOUR |

| REIMBURSABLE EXPENSES | | |
|-----------------------------|--|--------------------|
| Mileage | | IRS Allowable Rate |
| Travel and Meals | | Actual Cost x 1.10 |
| Misc. Reimbursable Expenses | | Actual Cost x 1.10 |

| OUTSIDE CONSULTANT RATES | | |
|--------------------------|--|---------------------|
| Associate Engineer | Civil, Electrical, Environmental, Mechanical, etc. | up to \$225.00/HOUR |
| Subconsultants | | Actual Cost x 1.10 |

Schaumburg & Polk, Inc. furnishes General Liability Insurance, Professional Liability Insurance and State of Texas mandatory limits of Worker's Compensation insurance.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to the City. Invoices are to be mailed to City immediately upon completion of each individual task listed in Exhibit “B.” On Time and Materials submitted invoices, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All Time and Materials invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.5. If a dispute is resolved in favor of the City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of the City to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.6 to the Consultant within sixty (60) days from the date of the invoice shall grant the Consultant the right, in addition to any and all other rights provided, to, upon written notice to the City, suspend performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” (“Remedy for Nonpayment”) of the *Texas Government*

Code. The City shall not be required to pay any invoice submitted by the Consultant if the Consultant breached any provision(s) herein.

- 3.8 **Adjusted Compensation** – If the Scope of the Project or if the Consultant’s services are materially changed due to no error on behalf of Consultant in the performance of services under this Agreement, the amounts of the Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, the Consultant’s compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of the City** – The Project is the property of the City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Project without City’s prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in Exhibit “A.” Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Consultant will revise plans, data, documents, maps, and any other information as defined in Exhibit “A” to reflect changes while working on the Project and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Consultant’s permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications, and/or revisions to the Project.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Consultant (and Consultant’s professional associates and/or Sub-consultants) under this Agreement are instruments of service in respect of the Project and property of the City and upon completion of the Project shall thereafter be subject to the Texas Public Information Act (*Texas Government Code*, Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

**ARTICLE 5
CONSULTANT’S INSURANCE REQUIREMENTS**

- 5.1 **Required Professional Liability Insurance** – Consistent with the terms and provisions of Exhibit “D,” City of Ennis Contractor Insurance Requirements, Consultant shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required General Liability Insurance** - Consistent with the terms and provisions of Exhibit “D,” City of Ennis Contractor Insurance Requirements, Consultant shall maintain, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss

to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, or ten (10) days for non-payment of premium, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of Exhibit “D,” City of Ennis Contractor Insurance Requirements, Consultant shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If Project size and scope warrant, and if identified on the checklist located in Exhibit “D,” City of Ennis Contractor Insurance Requirements, Consultant shall maintain, at no expense to the City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of Exhibit “F,” such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Consultant shall furnish City with certificates evidencing such coverage prior to commencing work on the Project.

**ARTICLE 6
CONSULTANT'S ACCOUNTING RECORDS**

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the City as indicated in Article 3.4. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices for time and material contracts.

**ARTICLE 7
AUDITS AND RECORDS / PROHIBITED INTEREST / VENDOR DISCLOSURE**

The Consultant agrees that at any time during normal business hours and as often as the City may deem necessary, Consultant shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Consultant agrees that it is aware of the prohibited interest requirement, which is repeated on the Affidavit, attached hereto as Exhibit "F" and incorporated herein for all purposes, and will abide by the same. Further, a lawful representative of Consultant shall execute the Affidavit attached hereto as Exhibit "F". Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit "F" and incorporated herein for all purposes.

If the Agreement is required to go to the City Commission for approval, then the Consultant shall execute and deliver to the City the Form 1295 Certificate of Interested Parties, as required by section 2252.908, Texas Government Code, as amended, prior to the City's execution of this Agreement.

**ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES**

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. In the event of default or breach by

Consultant, City agrees to provide written notice of the default or breach to Consultant, and Consultant shall have thirty (30) days to remedy the default or breach to City's satisfaction. If Consultant fails to remedy the default or breach and City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds the Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Consultant's Fee due Consultant as set forth in Article 3 herein. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant shall be entitled to compensation for any and all work completed to the satisfaction of the City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION / MEDIATION

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

ARTICLE 10 INDEMNITY

CONSULTANT SHALL HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COMMISSION MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS (INCLUDING PATENT, COPYRIGHT AND TRADEMARK INFRINGEMENTS), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL

PROPERTY INFRINGEMENT OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR ANY OTHER ENTITY OVER WHICH THE CONSULTANT EXERCISES CONTROL, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF PROFESSIONAL SERVICES PROVIDED BY CONSULTANT PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. THIS INDEMNIFICATION SHALL EXTEND TO THE PAYMENT OR REIMBURSEMENT OF THE CITY'S REASONABLE ATTORNEYS FEES AND ASSOCIATED COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE CONSULTANT'S LIABILITY.

CONSULTANT SHALL PROMPTLY NOTIFY CITY OF THE DEFENSE COUNSEL RETAINED BY CONSULTANT IN FULFILLING ITS OBLIGATION HEREUNDER, AND TIMELY NOTIFY CITY OF ANY AND ALL LEGAL ACTIONS TAKEN BY THE DEFENSE COUNSEL REGARDING ANY AND ALL CLAIMS.

THIS ARTICLE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Consultant agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following addresses:

**City Manager
City of Ennis, Texas**

**115 West Brown Street
Ennis, Texas 75119
Telephone: (972) 878-1234**

City agrees that all notices or communication to Consultant permitted or required under this Agreement shall be delivered to Consultant at the following addresses:

**Schaumburg & Polk, Inc.
Jeremy Buechter, P.E., Executive Vice President
320 S. Broadway Ave, Suite 200
Tyler, TX 75702
Telephone: 903-595-3913**

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “F,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 Exhibit “A,” Scope of Services.

12.1.2 Exhibit “B,” Compensation Schedule / Project Billing / Project Budget.

12.1.3 Exhibit “C,” City of Ennis Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.

12.1.6 Exhibit “D,” City of Ennis Contractor Insurance Requirements.

12.1.7 Exhibit "E," Affidavit.

12.1.8 Exhibit "F", Conflict of Interest Questionnaire, Form CIQ.

- 12.2 **Assignment and Subletting** – The Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Consultant further agrees that the assignment or subletting or any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Consultant of its full obligations to the City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.
- 12.3 **Successors and Assigns** – City and Consultant, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Venue** – This entire Agreement is performable in Ellis County, Texas and the venue for any action related directly or indirectly, to this Agreement or in any manner connected therewith shall be in Ellis County, Texas, and this Agreement shall be construed under the laws of the State of Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 12.11 **Sovereign Immunity** – The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.
- 12.12 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.13 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.14 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.15 **No Boycott Israel** -- Pursuant to Texas Government Code Chapter 2270, Consultant's execution of this Agreement shall serve as verification that the Consultant does not presently boycott Israel and will not boycott Israel during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: _____

CITY:
City of Ennis, Texas

By: _____

Date: _____

CONSULTANT:
Schaumburg & Polk, Inc.

By:  _____
Jeremy Buechter, P.E., Executive Vice President

Date: 4/13/2022

STATE OF TEXAS

§
§
§

COUNTY OF ELLIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, City of Ennis, Texas City Manager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2022.

Notary Public In and For the State of Texas
My commission expires: _____

STATE OF Texas

§
§
§

COUNTY OF Smith

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Jeremy Buechter, P.E.**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of April, 2022.

Sarah Morris

Notary Public In and For the State of Texas
My commission expires: 8-17-2024



City of Ennis
Arnold Street Lift Station
Specific Scope of Work
April 2022

Items of work specified below shall be included as Exhibit A to the Form of Agreement between Owner and Engineer for Professional Services.

General Description:

This project includes study, planning, design, bidding and construction phase services for a new lift station at the intersection of Arnold St and the I-45 southbound frontage road. The lift station will connect to an existing forcemain and include approximately 700 LF of gravity collection line.

Study and Report

- A. Meet with City to determine specific requirements of project.
- B. Review current sewer data, mapping, and any other existing data.
- C. Review of existing easements – anticipated to be already completed for the project.
- D. Projection of current and future flows – including consideration of proposed developments within the drainage basin.
- E. Capacity, material, and sizing recommendations for the proposed sewerline and forcemain.
- F. Consider bypass pumping or transfer of flow methods to keep existing sewer service in operation during construction.
- G. Consider TCEQ, TxDOT and other regulatory requirements that may impact final alignment, and other components of construction, and include any required recommendations.
- H. Discuss environmental considerations and any impacts on location of sewerline and installation methods.
- I. Prepare construction cost opinions of all options.
- J. Submit letter of report including all options, associated costs, mapping, and possible acquisition.
- K. Revise letter in accordance with City's review.

2. Preliminary Design

- A. Field data collection for design, including topographic survey of selected gravity sewer alignment and areas of upgrade.
- B. Initial utility locations and coordination with franchise utilities.
- C. Schematic design of lift station, and collection system upgrades in conformance with recommendations and options selected in letter of report.
- D. Coordinate schematic design with any required regulatory agencies.

- E. Provide schematic layouts for any required property acquisition based on aerial mapping, lot layouts, and alignment.
- F. Prepare updated preliminary cost opinions and review with City.

3. Final Design

- A. Prepare final signed and sealed plans and specifications for sewer system upgrades.
- B. Level B SUE (subsurface utility engineering) to further define and locate potential utility conflicts.
- C. Recommend to Owner any further utility location effort in any areas of risk of conflict.
- D. Include consideration of alternate bids as recommended by Engineer or requested by City.
- E. Include a final design package for segments selected for bidding and construction
- F. Coordinate with City's SCADA provider for bid allowance for any required SCADA upgrades.
- G. Provide archivable design packages for future bidding and construction of segments not selected for immediate construction.
- H. Submit final plans and specs to TCEQ and any other required regulatory review, and respond to questions or comments.
- I. Coordinate final submission to TxDOT for appropriate permitting of installation.
- J. Review final plans and specifications with City and revise as necessary to address any comments or questions.

4. Bidding

- A. Provide contract documents and assist City in bidding project.
- B. Distribute advertisements directly to contractors to help advertise project.
- C. Advertise in online planrooms
- D. Print and distribute Plans and Specs to responsive contractors.
- E. Conduct bid opening, evaluate and tabulate bids, and recommend award to City.

5. Construction

- A. Conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- B. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including Progress Schedule, Schedule of Submittals, and Schedule of Values.
- C. As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- D. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe the progress and quality of the Contractor's executed Work. Scope is based on averaging 16hrs per week for a 120-day construction phase
- E. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.
- F. Recommend and prepare Change Orders and Work Change Directives to Owner, as appropriate.
- G. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.
- H. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- I. Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
- J. Process pay applications from Contractor.
- K. In company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
- L. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
- M. Engineer shall assemble and provide a final set of as-built drawings based on Contractors field plan set, Engineer's working plan set, and the Resident Representatives field set of plans. These plans will be provided to the Owner in both paper and digital format.

PROJECT DELIVERABLES

1. 30% Design Phase Plans, Specifications, Budgets
2. 60% Design Phase Plans, Specifications, Budgets
3. Final Signed and Sealed Plans and Specifications.
4. Contract Documents
5. Bidding Documents and Contracts
6. Recommendation of Award and Bid Assessments
7. Construction Record Drawings – including digital files.

RESPONSIBILITIES OF OWNER

1. The Owner is responsible for any and all fees required for any permits and any bid advertising costs (newspaper fees etc.).
2. This proposal excludes survey or other services for land acquisition, other than schematics as specifically stated above.
3. This proposal excludes all actual costs of property or easement acquisition.
4. This proposal includes electrical design and coordination with City SCADA provider, but specifically excludes design of SCADA upgrades.
5. Cost to prepare or direct cost for, an USACE individual permit is not included in this proposal (not anticipated).

END OF 4-PAGE EXHIBIT A

EXHIBIT "B"
COMPENSATION SCHEDULE / PROJECT BILLING / PROJECT BUDGET

**Agreement by and between the City of Ennis (City)
and Schaumburg & Polk, Inc. (Consultant)
to perform Professional Engineering Services for
Arnold Street Lift Station**

I. COMPENSATION SCHEDULE / PROJECT BILLING SUMMARY.

| TASK TO BE COMPLETED | DOLLAR AMOUNT |
|--|--------------------------|
| Study & Report – Six Thousand Dollars | \$ 6,000.00 |
| Data Collection & Prelim. Design – Thirty-Six Thousand Dollars | \$ 36,000.00 |
| Final Design – Thirty-Seven Thousand Dollars | \$ 37,000.00 |
| Bidding Phase – Eight Thousand Dollars | \$ 8,000.00 |
| Construction Phase –Forty-Two Thousand Seven Hundred Dollars | \$ 42,700.00 |
| TOTAL CONTRACT | \$ 129,700.00 |

Total Lump Sum Fee: One Hundred Twenty-Nine Thousand Seven Hundred Dollars.

EXHIBIT "C"
CITY OF ENNIS GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. CONSULTANT'S RESPONSIBILITY. The Consultant shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the City for reimbursement, and Consultant shall be responsible for the accuracy thereof. Any overpayment by the City for errors in submittals for reimbursement may be deducted from the Consultant's subsequent payment(s) for services; however, this shall not be the City's sole and exclusive remedy for said overpayment.

II. GUIDELINES FOR DIRECT EXPENSES.

A. Local Transportation – Transportation in connection with the Project, when such transportation is not a function of routine performance of the duties of the Consultant in connection with the Project, and when such transportation exceeds beyond fifty (50) miles from the Project site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Consultant at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Consultant agrees to place these standards in all subcontracts for work on the Project.

B. Supplies, Material, Equipment – City shall reimburse the actual cost of other similar direct Project-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. Commercial Reproduction – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

D. In-House Reproduction - Consultant shall make arrangements with the City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date,

time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.

- E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided the Consultant has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Consultant shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Consultant agrees to place these standards in all subcontracts for work on the Project.
- F. **In-House Plotting** – Consultant shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Consultant with a standard format for documenting these charges. Completion of the City’s reproduction log is required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.
- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Project. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Consultant duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Consultant and/or the Consultant’s employees. Consultant agrees to place these standards in all subcontracts for work on the Project.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Project, and then only reimbursable for the actual cost subject to compliance with the City’s currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

1. **Requirement of Prior Approval** – Consultant may be allowed to charge a General and/or Administrative Markup on work completed if Consultant can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Consultant must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Consultant to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

1. **Adherence to Currently Adopted City Travel Policy** – Unless otherwise stated within this Agreement, reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. All lodging and meals are reimbursed in accordance with IRS rules and rates as shown on the U.S. General Services Administration website for the City: <http://www.gsa.gov/portal/category/21287>.
2. Prior to the event, Consultant shall request, and the City shall provide the provisions and the restrictions that apply to out-of-City reimbursements.

EXHIBIT "D"
INSURANCE REQUIREMENTS

REQUIREMENTS

Contractors performing work on CITY OF ENNIS property or public right-of-way shall provide the CITY OF ENNIS a certificate of insurance or a copy of their insurance policy(s) (and including a copy of the endorsements necessary to meet the requirements and instructions contained herein) evidencing the coverages and coverage provisions identified herein within ten (10) days of request from CITY OF ENNIS. Contractors shall provide CITY OF ENNIS evidence that all subcontractors performing work on the project have the same types and amounts of coverages as required herein or that the subcontractors are included under the contractor's policy. Work shall not commence until insurance has been approved by CITY OF ENNIS.

All insurance companies and coverages must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must have a A.M. Best's rating A-:VII or greater.

Listed below are the types and minimum amounts of insurances required and which must be maintained during the term of the contract. CITY OF ENNIS reserves the right to amend or require additional types and amounts of coverages or provisions depending on the nature of the work.

| | TYPE OF INSURANCE | AMOUNT OF INSURANCE | PROVISIONS |
|----|---|---|--|
| 1. | Workers' Compensation Employers' Liability to include: (a) each accident (b) Disease Policy Limits (c) Disease each employee | Statutory Limits per occurrence Each accident \$1,000,000 Disease Policy Limits \$1,000,000 Disease each employee \$1,000,000 | CITY OF ENNIS to be provided a <u>WAIVER OF SUBROGATION AND 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above. |
| 2. | Commercial General (Public) Liability to include coverage for: a) Bodily Injury b) Property damage c) Independent Contractors d) Personal Injury e) Contractual Liability | Bodily Injury/Property Damage per occurrence \$1,000,000, General Aggregate \$2,000,000 Products/Completed Aggregate \$2,000,000, Personal Advertising Injury per occurrence \$1,000,000, Medical Expense 5,000 | CITY OF ENNIS to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII rated or above. |
| 3. | Business Auto Liability to include coverage for: a) Owned/Leased vehicles b) Non-owned vehicles c) Hired vehicles | Combined Single Limit \$1,000,000 | CITY OF ENNIS to be listed as <u>ADDITIONAL INSURED and provided 30 DAY NOTICE OF CANCELLATION</u> or material change in coverage. Insurance company must be A-:VII-rated or above. |

Certificate of Liability Insurance forms (together with the endorsements necessary to meet the requirements and instructions contained herein) shall be submitted to the Finance Department by

EXHIBIT "D"
INSURANCE REQUIREMENTS

fax at: **972-875-9086** or emailed to: jwelch@ennistx.gov. Questions regarding required insurance should be directed to the Purchasing Manager.

With respect to the foregoing insurance,

1. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions applicable to the claims of the City of Ennis.
2. All insurance policies shall be endorsed to require the insurer to immediately notify the City of Ennis, Texas of any material change in the insurance coverage.
3. All insurance policies shall be endorsed to the effect that the City of Ennis, Texas will receive at least thirty (30) days' notice prior to cancellation or non-renewal of the insurance.
4. All insurance policies, which name the City of Ennis, Texas as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
5. Insurance must be purchased from insurers that are financially acceptable to the City of Ennis and licensed to do business in the State of Texas.

All insurance must be written on forms filed with and approved by the Texas Department of Insurance. Upon request, Contractor shall furnish the City of Ennis with complete copies of all insurance policies certified to be true and correct by the insurance carrier.

This form must be signed and returned with your quotation. You are stating that you do have the required insurance and if selected to perform work for CITY OF ENNIS, will provide the certificates of insurance (and endorsements) with the above requirements to CITY OF ENNIS within 10 working days.

A CONTRACT/PURCHASE ORDER WILL NOT BE ISSUED WITHOUT EVIDENCE AND APPROVAL OF INSURANCE.

AGREEMENT

I agree to provide the above described insurance coverages within 10 working days if selected to perform work for CITY OF ENNIS. I also agree to require any subcontractor(s) to maintain insurance coverage equal to that required by the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

Project/Bid# Arnold St. Lift Station

Company: Schaumburg & Polk, Inc.

Printed Name: Jeremy Buechter, P.E.

Signature: _____ Date: April 14, 2022

EXHIBIT "E"
AFFIDAVIT

THE STATE OF TEXAS

THE COUNTY OF ELLIS

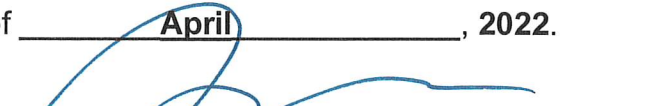
I, Jeremy Buechter, a member of the Consultant team, make this affidavit and hereby on oath state the following:

I, and/or a person or persons related to me, have the following interest in a business entity that would be affected by the work or decision on the Project (Check all that apply):

- Ownership of 10% or more of the voting shares of the business entity.
- Ownership of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) or more of the fair market value of the business entity.
- Funds received from the business entity exceed ten percent (10%) of my income for the previous year.
- Real property is involved, and I have an equitable or legal ownership with a fair market value of at least Twenty Five Thousand and 00/100 Dollars (\$25,000.00).
- A relative of mine has substantial interest in the business entity or property that would be affected by my business decision of the public body of which I am a member.
- Other: _____
- None of the Above.

Upon filing this affidavit with the City of Ennis, Texas, I further affirm that no relative of mine, in the first degree by consanguinity or affinity, as defined in Chapter 573 of the Texas Government Code, is a member of a public body which took action on the agreement.

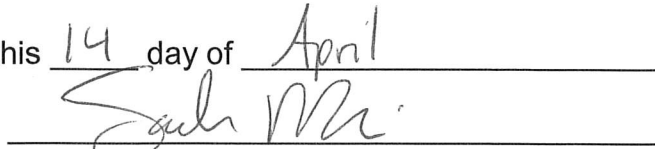
Signed this 14th day of April, 2022.



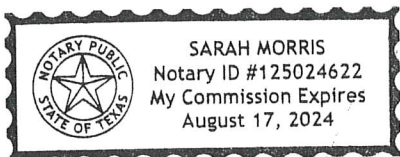
Signature of Official / Title

BEFORE ME, the undersigned authority, this day personally appeared Jeremy Buechter, P.E. and on oath stated that the facts hereinabove stated are true to the best of his / her knowledge or belief.

Sworn to and subscribed before me on this 14 day of April, 2021.



Notary Public in and for the State of Texas
My commission expires: 8-17-2024



**EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1. Name of person who has a business relationship with local governmental entity.

N/A

2. Check this box if you are filing an update to a previously filed question

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Local Government Officer

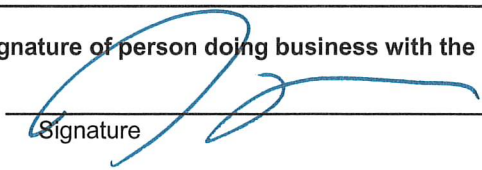
This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

- A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire? Yes No
- B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? Yes No
- C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4. Signature of person doing business with the governmental entity Date:



Signature

April 14, 2022

Date

EXHIBIT "F"
CONFLICT OF INTEREST QUESTIONNAIRE

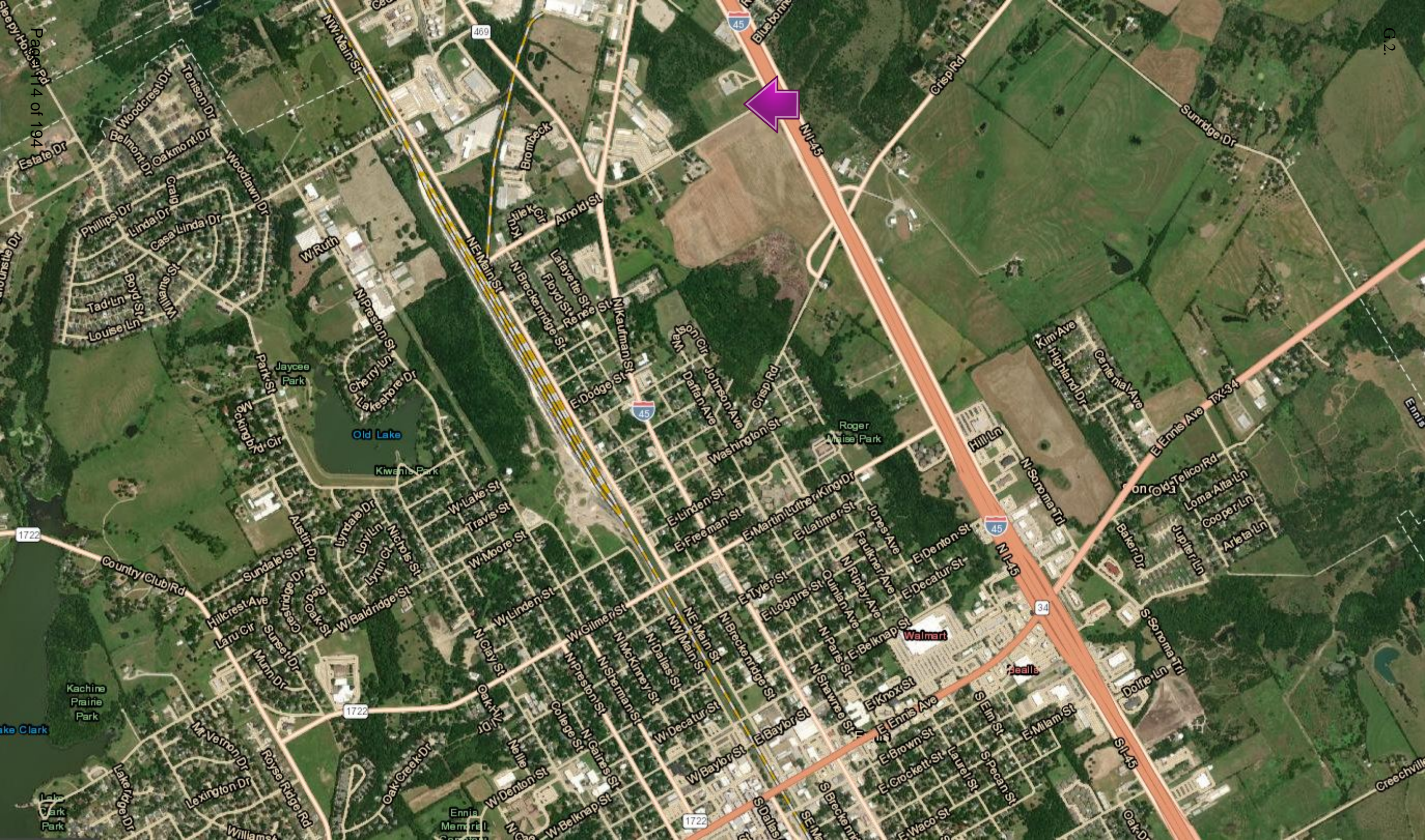
Local Government Officers City of Ennis, Texas

For purposes of completion of the required Conflict of Interest Questionnaire for the City of Ennis Texas (required by all Vendors who submit bids/proposals), Local Government Officers are:

| | |
|------------------------|--|
| Mayor: | Angeline Juenemann |
| Commission Members: | Jake Holland, Mayor Pro Tem Rowdy Pruitt, Commissioner Ward 1 Bruce Jones, Commissioner Ward 2 Scott Hejny, Commissioner Ward 3 Shirley Watson, Commissioner Ward 4 Bill Honza, Commissioner Ward 5 |
| City Manager: | Marty Nelson |

**City of Ennis, TX
Arnold/I-45 Lift Station
EOPCC -April 2022**

| Sanitary Sewer Improvements | | | | | |
|------------------------------------|---|-----------------|-------------|-------------------|----------------------|
| Item No. | Description | Quantity | Unit | Unit Price | Total Price |
| 1 | Mobilization, Bonding, & Insurance | 1 | LS | \$ 16,638.00 | \$ 16,638.00 |
| 2 | Traffic Control | 1 | LS | \$ 1,500.00 | \$ 1,500.00 |
| 3 | Excavation Safety | 1 | LS | \$ 2,500.00 | \$ 2,500.00 |
| 4 | Construction Staking | 1 | LS | \$ 1,500.00 | \$ 1,500.00 |
| 5 | SW3P | 1 | LS | \$ 2,500.00 | \$ 2,500.00 |
| 6 | Pre Construction Utility Locates | 1 | LS | \$ 1,000.00 | \$ 1,000.00 |
| 7 | 8" New D3034 SDR 26 PVC Sanitary Sewer Line | 700 | LF | \$ 85.00 | \$ 59,500.00 |
| 8 | Additional Cost to Open Cut 18" Steel Casing under Arnold St. | 100 | LF | \$ 175.00 | \$ 17,500.00 |
| 9 | New 5' Diameter Manholes | 3 | EA | \$ 5,500.00 | \$ 16,500.00 |
| 10 | Connection to Existing Force Main | 1 | EA | \$ 5,000.00 | \$ 5,000.00 |
| 11 | Construct New Lift Station Wetwell and Valve Vault | 1 | LS | \$ 80,000.00 | \$ 80,000.00 |
| 12 | New Pumps | 1 | LS | \$ 75,000.00 | \$ 75,000.00 |
| 13 | Controls and Panels | 1 | LS | \$ 50,000.00 | \$ 50,000.00 |
| 14 | Basic Electric Materials | 1 | LS | \$ 45,000.00 | \$ 45,000.00 |
| 15 | Lift Station Site Grading, Drive and Fencing | 1 | LS | \$ 25,000.00 | \$ 25,000.00 |
| 15 | CMU Control Building | 1 | LS | \$ 30,000.00 | \$ 30,000.00 |
| 16 | Generator with ATS | 1 | LS | \$ 75,000.00 | \$ 75,000.00 |
| 17 | SCADA Allowance | 1 | LS | \$ 20,000.00 | \$ 20,000.00 |
| 18 | TV Inspection of Constructed Sanitary Sewer Line | 700 | LF | \$ 3.00 | \$ 2,100.00 |
| 19 | Owners Allowance for Material Testing | 1 | LS | \$ 5,000.00 | \$ 5,000.00 |
| 20 | Owners Allowance for Field Changes | 1 | LS | \$ 40,000.00 | \$ 40,000.00 |
| 21 | Allowance for Franchise Electrical Service | 1 | LS | \$ 10,000.00 | \$ 10,000.00 |
| 22 | Construction Contingency | 1 | LS | \$ 116,247.60 | \$ 116,247.60 |
| Construction Total = | | | | | \$ 697,485.60 |

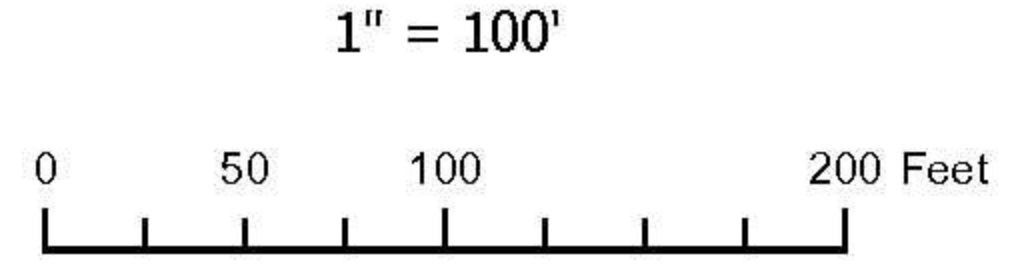




Source: Esri, USDA FSA, Esri Community Maps Contributors, Baylot University, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



City of Ennis Arnold Street Lift Station



ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider approval of a Resolution authorizing the City Manager to enter into a contract with BerryDunn for Strategic Planning Services in an amount not to exceed \$67,000.
Meeting: ENNIS CITY COMMISSION - 17 May 2022
Department: Finance
Staff Contact: Stephen Barnes, Finance Director

BACKGROUND INFORMATION:

Staff is proposing that the City develops a Strategic Plan and this resolution authorizes a contract with BerryDunn for strategic planning services. There was an RFP that was sent out and 8 responses were received. Staff evaluated the responses and scored them to determine which firm was the most qualified. Three of the firms were then interviewed and references were checked. BerryDunn ranked the highest in the scoring matrix and staff is recommending awarding this firm a contract for strategic planning services.

FINANCIAL IMPACT:

Funding is available in the General Fund

ATTACHMENTS:

[RESOLUTION NO.-A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR STRATEGIC PLANNING SERVICES - Pdf](#)



RESOLUTION NO.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BERRYDUNN FOR STRATEGIC PLANNING SERVICES IN AN AMOUNT NOT TO EXCEED \$67,000

WHEREAS, staff is recommending that the city develops a strategic plan and has sent out requests for proposals and received responses from firms;

WHEREAS, the proposals that were received have been scored by a committee to determine the most qualified firm and BerryDunn ranked highest in the scoring matrix and staff is recommending award of a contract to BerryDunn for strategic planning services;

WHEREAS, the City Commission approves the development of a strategic plan and awarding the contract to BerryDunn

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TX:

SECTION 1: That the City Manager is authorized to enter into a contract with BerryDunn for strategic planning services in an amount not to exceed \$67,000.

PASSED AND APPROVED by the City Commission of the City of Ennis, Texas on this 17th day of May, 2022.

ANGELINE JUENEMANN, Mayor

ATTEST:

ANGIE WADE, City Secretary

ENNIS CITY COMMISSION AGENDA SUMMARY FORM



To: City Commission
Subject: Discuss and consider approval of a Resolution awarding a contract to Steele and Freeman, Inc. for Construction Manager at Risk services for the Ennis Public Library Renovation Project.
Meeting: ENNIS CITY COMMISSION - 17 May 2022
Department: Administration
Staff Contact: David Anthony, Capital Projects Manager

BACKGROUND INFORMATION:

Request for Proposal was issued April 18, 2022. Advertised in the Ennis News on Sunday, April 17, 2022 and Sunday, April 24, 2022. A pre-proposal conference was held on Monday, May 2, 2022. Bids were due on Friday, May 6, 2022 at 2pm. Bids were opened at that time. The proposals were studied and scored on Monday, May 9, 2022. Proposals were received from 4 entities. The scoring committee of City Secretary Angie Wade, Library Director Jessica Diaz, Senior Financial Analyst Val Rich, Capital Projects Manager David J. Anthony, and John Allender, Principal with Architexas, recommends awarding the contract to Steele and Freeman, Inc.

FINANCIAL IMPACT:

Funding will come from the Ennis Public Library Renovation Project budget in the CIP. Acct: 404-510-46405 Proposed Costs are \$639,745.00 for General Conditions plus 4% of the contracted GMP (Guaranteed Maximum Price).E

RECOMMENDATION:

Staff recommends approval

ATTACHMENTS:

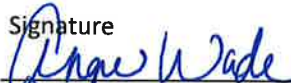




[Library CMAR Score Sheets](#)
[FINAL SFI - CMAR Proposal Ennis Public Library Renovations](#)
[RESOLUTION NO.-CMAR for Library Renovation - Pdf](#)

CMAR - Library RFP Evaluation Work Sheet

| Team Name: | | | | | |
|--|------|----------|-----------|----------|------------------------|
| Criteria & Weight | | MDI | Nedderman | DRD | Steele and Freeman Inc |
| Competitive Cost (0 to 100) | | | | | |
| Weight: | 25% | 22.60 | 20.30 | 20.50 | 21.50 |
| Complete Proposal (0 to 100) | | | | | |
| Weight: | 5% | 4.10 | 4.15 | 1.90 | 4.99 |
| Experience (0 to 100) | | | | | |
| Weight: | 20% | 16.70 | 17.60 | 14.70 | 19.80 |
| Project Team (0 to 100) | | | | | |
| Weight: | 25% | 22.75 | 21.70 | 16.40 | 24.00 |
| Local Capabilities & depth (0 to 100) | | | | | |
| Weight: | 10% | 7.50 | 7.30 | 7.90 | 9.58 |
| Approach and Methodology (0 to 100) | | | | | |
| Weight: | 10% | 7.80 | 8.60 | 5.60 | 9.68 |
| Financial Status (0 to 100) | | | | | |
| Weight: | 5% | 4.10 | 4.60 | 0.70 | 4.99 |
| TOTAL SCORE | 100% | 85.55 | 84.25 | 67.70 | 94.54 |
| Ranking by Total Score | | 2 | 3 | 4 | 1 |

Evaluation Committee:

| Name |
|------------------------------------|
| Angie Wade, City Secretary |
| Jessica Diaz, Library Director |
| Val Rich, Senior Financial Analyst |
| David J. Anthony, CPM |
| John Allender, Architexas |

| Signature | Date |
|--|-------------|
|  | May 9, 2022 |
|  | May 9, 2022 |
|  | May 9, 2022 |
|  | May 9, 2022 |
|  | May 9, 2022 |

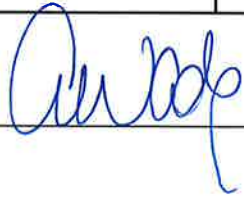
LIBRARY CMAR SCORE SHEET

FIRM NAME

Steel + Freeman

| | | |
|---|-----|------|
| Competitive Cost (0 to 100) Competitiveness of proposed Fees and other Cost Information. | 90 | 22.5 |
| Weight: | 25% | |
| Complete Proposal (0 to 100) Complete, thorough, and concise proposal, responding to all of the information requested and requirements outlined in the RFP. | 99 | 4.95 |
| Weight: | 5% | |
| Experience (0 to 100) Current and previous experience in providing Construction Management at Risk with Pre- Construction Services based on similar projects in the local market. | 100 | 20 |
| Weight: | 20% | |
| Project Team (0 to 100) Evaluation of proposed project team and their respective time allocation to the project, experience with similar projects, and experience working with other team members on previous similar projects. | 100 | 25 |
| Weight: | 25% | |
| Local Capabilities & depth (0 to 100) Firms local capabilities and depth of resources. | 99 | 9.9 |
| Weight: | 10% | |
| Approach and Methodology (0 to 100) Evaluation of firm's approach and methodology to Construction Management at Risk with Pre-Construction Services. | 99 | 9.9 |
| Weight: | 10% | |
| Financial Status (0 to 100) Firm's financial status. | 99 | 4.95 |
| Weight: | 5% | |
| TOTAL= | 100 | 97.2 |

Signature of Scorer



LIBRARY CMAR SCORE SHEET

FIRM NAME Steele & Freeman

| | | | |
|---|-----|---|-------|
| Competitive Cost (0 to 100) Competitiveness of proposed Fees and other Cost Information. | 95 | 4% fee ; no pre-construction cost Reimbursable \$639,745 | 23.75 |
| Weight: | 25% | | |
| Complete Proposal (0 to 100) Complete, thorough, and concise proposal, responding to all of the information requested and requirements outlined in the RFP. | 100 | Completely thorough | 5 |
| Weight: | 5% | | |
| Experience (0 to 100) Current and previous experience in providing Construction Management at Risk with Pre- Construction Services based on similar projects in the local market. | 100 | over 200 CMAR projects, including Ennis Public Safety Facility Listed 4 other library projects w/3 as CMAR | 20 |
| Weight: | 20% | | |
| Project Team (0 to 100) Evaluation of proposed project team and their respective time allocation to the project, experience with similar projects, and experience working with other team members on previous similar projects. | 95 | clearly outlined with %'s *superintendent has 1 year w/ comp. but 20 years w/ city of Arlington | 23.75 |
| Weight: | 25% | | |
| Local Capabilities & depth (0 to 100) Firms local capabilities and depth of resources. | 100 | Multiple projects going in our country | 10 |
| Weight: | 10% | | |
| Approach and Methodology (0 to 100) Evaluation of firm's approach and methodology to Construction Management at Risk with Pre-Construction Services. | 100 | Extensive listing of previous successes as CMAR projects | 10 |
| Weight: | 10% | | |
| Financial Status (0 to 100) Firm's financial status. | 100 | included | 5 |
| Weight: | 5% | | |
| TOTAL= | 100 | | 97.5 |

Signature of Scorer

Jessica Diaz

LIBRARY CMAR SCORE SHEET

FIRM NAME Steele + Freeman, Inc.

| | | |
|---|-----|------|
| Competitive Cost (0 to 100) Competitiveness of proposed Fees and other Cost Information. | 60 | 15 |
| Weight: | 25% | |
| Complete Proposal (0 to 100) Complete, thorough, and concise proposal, responding to all of the information requested and requirements outlined in the RFP. | 100 | 5 |
| Weight: | 5% | |
| Experience (0 to 100) Current and previous experience in providing Construction Management at Risk with Pre- Construction Services based on similar projects in the local market. | 95 | 19 |
| Weight: | 20% | |
| Project Team (0 to 100) Evaluation of proposed project team and their respective time allocation to the project, experience with similar projects, and experience working with other team members on previous similar projects. | 100 | 25 |
| Weight: | 25% | |
| Local Capabilities & depth (0 to 100) Firms local capabilities and depth of resources. | 95 | 9.5 |
| Weight: | 10% | |
| Approach and Methodology (0 to 100) Evaluation of firm's approach and methodology to Construction Management at Risk with Pre-Construction Services. | 90 | 9 |
| Weight: | 10% | |
| Financial Status (0 to 100) Firm's financial status. | 100 | 5 |
| Weight: | 5% | |
| TOTAL= | 100 | 87.5 |

Signature of Scorer

Vidit

5-6-2022

LIBRARY CMAR SCORE SHEET

FIRM NAME

SEI

| | | |
|---|-----|------|
| Competitive Cost (0 to 100) Competitiveness of proposed Fees and other Cost Information. | | 95 |
| Weight: | 25% | |
| Complete Proposal (0 to 100) Complete, thorough, and concise proposal, responding to all of the information requested and requirements outlined in the RFP. | | 100 |
| Weight: | 5% | |
| Experience (0 to 100) Current and previous experience in providing Construction Management at Risk with Pre- Construction Services based on similar projects in the local market. | | 100 |
| Weight: | 20% | |
| Project Team (0 to 100) Evaluation of proposed project team and their respective time allocation to the project, experience with similar projects, and experience working with other team members on previous similar projects. | | 95 |
| Weight: | 25% | |
| Local Capabilities & depth (0 to 100) Firms local capabilities and depth of resources. | | 90 |
| Weight: | 10% | |
| Approach and Methodology (0 to 100) Evaluation of firm's approach and methodology to Construction Management at Risk with Pre-Construction Services. | | 100 |
| Weight: | 10% | |
| Financial Status (0 to 100) Firm's financial status. | | 100 |
| Weight: | 5% | |
| TOTAL= | 100 | 96.5 |

Signature of Scorer

DAN B. ANTHONY

LIBRARY CMAR SCORE SHEET

FIRM NAME STEELE TRESMAN

| | | |
|---|-----|------|
| Competitive Cost (0 to 100) Competitiveness of proposed Fees and other Cost Information. | 90 | 22.5 |
| Weight: | 25% | |
| Complete Proposal (0 to 100) Complete, thorough, and concise proposal, responding to all of the information requested and requirements outlined in the RFP. | 100 | 5 |
| Weight: | 5% | |
| Experience (0 to 100) Current and previous experience in providing Construction Management at Risk with Pre- Construction Services based on similar projects in the local market. | 100 | 20 |
| Weight: | 20% | |
| Project Team (0 to 100) Evaluation of proposed project team and their respective time allocation to the project, experience with similar projects, and experience working with other team members on previous similar projects. | 90 | 22.5 |
| Weight: | 25% | |
| Local Capabilities & depth (0 to 100) Firms local capabilities and depth of resources. | 95 | 9.5 |
| Weight: | 10% | |
| Approach and Methodology (0 to 100) Evaluation of firm's approach and methodology to Construction Management at Risk with Pre-Construction Services. | 95 | 9.5 |
| Weight: | 10% | |
| Financial Status (0 to 100) Firm's financial status. | 100 | 5 |
| Weight: | 5% | |
| TOTAL= | 100 | 94 |

Signature of Scorer 



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

**Proposal for
CMAR Services
Renovations to The
Ennis Public Library**

City of Ennis

Due:
May 6, 2022
By 2 PM

Submitted by:
Steele & Freeman, Inc.

1301 Lawson Rd.
Fort Worth, TX 76131

Phone: 817-232-4742
Fax: 817-232-9113



You Know Us



Library Renovation Experience



Municipal Experience





“At Steele & Freeman, we’re committed to safely providing quality work on time and within budget as our minimum standard. Our goal is to exceed your expectations and deliver the ‘wow’ factor throughout the project.

Our hard work pays off when you’re assured that you made the right decision choosing the expertise of Steele & Freeman.”

Michael D. Freeman
President

May 6, 2022

City of Ennis
 Attn: City Secretary (RFP 22-510-14)
 107 N Sherman
 Ennis, Texas 75119



STEELE & FREEMAN, INC.
 CONSTRUCTION MANAGERS

RE: Proposal to Provide Construction Manager at Risk (CMAR) Services for Renovations to The Ennis Public Library - RFP 22-510-14

On behalf of Steele & Freeman, Inc. (SFI), thank you for the opportunity to submit our proposal to provide CMAR services for the renovations to your public library. As you know from our work with you on your Ennis Public Safety Facility, we are a relationship-based construction manager with the intent of exceeding the expectations of our clients on each project. When you hire Steele & Freeman, you get a team that puts your needs and desires first at all stages of the project and well after it is complete, with our dedicated Post-Construction/Warranty Manager Darin Whitlock at your service. We have been based in Fort Worth for 42 years. As such, we are recognized as one of the most reputable and stable construction firms in the area. Though our logo says "construction managers," we are leaders. We will be at your side from day-one, equipping you with insights, thorough and thoughtful communication and proactive, innovative solutions to make your projects their absolute best.

Steele & Freeman acknowledges all the criteria and requirements listed in the Selection Information of your proposal. We acknowledge that we received all five addenda. Here are some of our strengths:

Qualifications:

- **Municipal Experts:** 97% of our annual revenues are from public projects. We understand the importance of working with staff and the council members diplomatically, to be sure the project will result not only in a top-notch building – but also in stronger relationships between all those that will work together on the project. **We will deliver your library renovations project on time and within budget while keeping the process enjoyable and rewarding for your team.**
- **You Know Us / Local Team:** Senior Project Manager Nathan Fritch and Steele & Freeman are well acquainted with your staff and processes. This will provide a seamless transition into working on your library renovations project. All the resources of our corporate headquarters are located in DFW. More importantly, the North Texas Region is our ONLY region. That tells you that we will be there for you for the long haul. We place 100% of our focus on this region and we have no intention of expanding because **as an owner, I want to have personal involvement in each project and a relationship with each client. Having this level of owner engagement ensures that you will be taken care of like family.**
- **CMAR Specialists:** We specialize in the CMAR delivery method. Our leadership acumen has been honed on the job by our project teams as we work collaboratively as CMAR on similar projects. We have successfully completed and are currently working on projects for your neighboring municipalities including the cities of Midlothian, Waxahachie and Mansfield. **We are also currently working with Architexas on the Waxahachie City Hall Annex project. Our established CMAR processes result in highly collaborative projects that deliver the best value for you and your stakeholders while keeping you informed with our transparent and detailed project accounting.**

Differentiators:

- **Client Experience:** We are your advocate and steward from the moment we undertake leadership of your project. This results in an enjoyable and rewarding experience for everyone involved. **We don't want to merely meet your schedules and budgets – we bend over backward to deliver wow-factor.** This is all rooted in our 23 Fundamentals that guide every interaction, decision and project. *Refer to The Steele & Freeman Way detailed within on page 38.*
- **Pre-Construction Expertise:** Our thorough cost analysis and innovative solutions deliver the highest value to your project, informing the design at each step of the way for you and your stakeholders. One example is a public project in Keller where we delivered **\$1M in savings to the client early enough in the project that they were able to add an accessory building into their project that had long been a wish list item.**

Our team stands ready to collaborate with you, and your architect to drive your project to **successful completion with the goal of exceeding your expectations.** We appreciate your consideration of our team. If you have any questions about this proposal, please contact me on my cell at 817-319-3195 or by email at mfreeman@steelefreeman.com.

Sincerely,

Michael D. Freeman, President
 Steele & Freeman, Inc.

TABLE OF CONTENTS



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

- Section 1: Fee Proposal**
- Section 2: Experience**
- Section 3: Proposed Project Team**
- Section 4: Local Capabilities & Depth of Resources**
- Section 5: Approach & Methodology**
- Section 6: Project Agreements & Requirements**
- Section 7: Financial Information**



FEE PROPOSAL



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

May 3, 2022

City of Ennis
Attn: City Secretary (RFP 22-510-14)
107 N Sherman
Ennis, Texas 75119

Re: City of Ennis Purchasing Services Request for Proposal Construction Manager at Risk (CMAR)
Services for Renovations to The Ennis Public Library
RFP# 22-510-14

To Whom It May Concern,

We greatly appreciated the opportunity to be considered as a partner on your upcoming project. Our entire team is extremely excited about the potential to once again partner with the City of Ennis.

Please note that we completed the Proposal Form as requested. Additionally, we respectfully offer the following comments as more detailed explanations of our fee submission for your consideration.

Steele & Freeman, Inc. offers to complete all Pre-Construction Services at no cost to the City of Ennis. Note that this commitment does not limit the services that we are prepared to offer in any way. We simply believe that if we cannot achieve a satisfactory guaranteed maximum price and advance to the Construction Phase, then we should not be compensated. Please note that this has never happened. We propose the following language for the AIA A133:

Article 5.1.1 For the Construction Manager’s Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

No Charge

We also try to simplify the contracting method on all our CMAR contracts since every contractor works in different ways and often times fee proposals are not truly apples-to-apples. We choose to be completely transparent with our clients at all stages in the project including pre-award. Therefore, we propose that the contracted fee in the AIA A133 read as follows:

Article 6.1.2 The Construction Manager’s Fee:

The Construction Manager’s Fee shall be 4.00% of the GMP.



The Overhead Fee shall be a lump sum amount of \$639,745.00 to include on-site field staff, field project office, office supplies, postage/shipping/courier service, copy machine/paper, telephone/data/internet/fax service, personal computers and vehicle allowance for field staff.

| | |
|---|---|
| <i>Builder's Risk Insurance</i> | <i>0.16% of the GMP.</i> |
| <i>General/Umbrella Liability Insurance</i> | <i>0.31% of the GMP.</i> |
| <i>Payment and Performance Bonds</i> | <i>1.13% of the GMP.</i> |
| <i>Subcontractor Default Insurance</i> | <i>1.80% of Enrolled Subcontractors/Suppliers</i> |

Please note that a few items were included on the Proposal Form that are not time based and/or management expenses as with the other items in the Overhead Fee and difficult to determine at this time. Therefore, we proposed to include these items as cost of work once the project is developed and the scope is known.


Additionally, we traditionally do not bond subcontractors due to the excessive expense (2-3%) for the Owner and the potential reduction in subcontractor bid coverage since some vendors choose not to bond projects. This is alternatively handled through a subcontractor default insurance program as a cost of work item at a rate of \$18/\$1,000 for all enrolled subcontractors and suppliers.

There are a few items on the proposal form that should be noted.

- On Attachment "B"-List of General Conditions, items not indicated for inclusion in the overhead fee will be presented for approval as reimbursable job costs expenses.
- On our previous CMaR contract with the City of Ennis, we did not encumber an expense for permit fees. Therefore, Item 69 - Building Permit was noted to be presented for approval as reimbursable job costs expenses should the City vary from previous policy.
- Item 71-Commercial General & Excess Liability Insurance is based on our current coverage of \$2M General Aggregate, \$2M Completed Operations Aggregate, and \$10M Umbrella Limit. We can get a quote for the increased limits should the City want the higher limits on the underlying General Liability coverage.
- The proposed fee for Item 5-Payment & Performance Bonds is based on the proposal basis of \$3,300,000. Note that this proposal assumes a one-year maintenance bond. We can quote increased durations should the City choose to have them.

Again, our goal is to clarify our proposal basis and be transparent as possible. We are certainly open to discussions on any fee items or alternate contracting arrangements. Please let me know if you have any questions, concerns or need any additional information. I can be reached any time on my mobile at 817-819-9016.

Sincerely,



Reilly R. Freeman
Director of Business Administration

Proposed Fees:

1. Construction Management at Risk Services Fee. This fee is to be a fee percentage based on the Owner approved Guaranteed Maximum Price to provide comprehensive construction phase services for the project described in this RFP and attached forms of agreement (Attachments C.D. and E)

The Cost of Work Times Four Percent (4.00 %)

The CMAR Fee shall include items listed in Attachment B – noted as “in Fee”.

2. **Pre-Construction Services:** To complete all work associated with Section 2 Project Scope, on the basis of a lump sum amount:

Lump Sum Pre-Construction Services \$ No Cost (\$ 0.00)

We do not charge for pre-construction services because this service is absolutely critical to a project's success.

Doing this work at no charge is our investment in the success of the project.

3. **Contractor Reimbursable General Conditions:** Estimated Total General Conditions Cost based on

Cost of Work \$ Six-Hundred Thirty-Nine Thousand Seven-Hundred Forty-Five (\$ 639,745.00) as itemized on

Attachment "B". Note on Attachment "B" any exceptions that you take with the itemized list.

Utilizing the Schedule of General Conditions/General Requirements/Cost of Work (Attachment B), and the CMAR's knowledge of similar projects, provide an estimated cost for all labor, materials, and equipment to be included in the General Conditions cost of the project. Some items listed in the Schedule are not applicable and are to be identified as n/a.

4. **Cost of the Work:**

Building and Site \$3,300,000

5. **Payment & Performance Bonds:** Please provide, as an alternate proposal, the cost to provide Payment and Performance bonds for this work. Additionally, indicate the name of your bonding agent including your current bonding capacity expressed in net available, current bond positions and total bonding capacity. General Contractor's P & P Bond Percentage of Cost (Alternate) \$ 37,290.00.

6. **Subcontractor Bonds:** Please describe your company policy regarding subcontractor bonding requirements, if any. Indicate the mandatory nature of the bonding policy including contract thresholds for bond requirement and describe situations for waiving subcontractor bonds. Based on your corporate policy, please provide an estimate for subcontractor bond costs to be included in the Cost of Work, if any.

Subcontractor Bond Cost Estimate: \$ Not Applicable. Please refer to Proposal Letter for subcontractor bond information.

Subcontractor Bond Rate Estimate: Not Applicable. Percent (%)

7. **Subcontractor Default Insurance:** The owner is considering the requirement of Subcontractor Default Insurance in lieu of subcontractor bonding. Please provide the total cost to provide Subcontractor Default Insurance, which is included in the Cost of Work, if any. Also, please describe how the program would function, what entity is providing the insurance, how it would be administrated, deductible amounts, the method of billing actual cost for this program and potential dispensation of rebate savings at the conclusion of the warranty period. Please describe how deductible risk is included or not included in the cost the program.

Subcontractor Default Insurance Cost Estimate: \$ 47,520.00

Subcontractor Default Insurance Rate Estimate: One Point Eight Percent (1.80%)

8. **Labor Burdens:** For estimating purposes, provide average percentage rates for payroll taxes, insurance, and benefits for salaried and hourly payroll costs. The burden rate established for this project should be representative of the actual costs of actual payroll, tax & insurance and benefits extended to the Contractor's employees. Labor burdens should not be a profit center and all labor burden components must be subject to an open book audit by LCMS-TX or its agents, to verify actual costs.



For purposes of defining PT&I and benefits on a fixed or audited actual basis, the burden rate shall be applied to base (not gross), or taxable, labor cost only and shall include all payroll taxes, workers compensation insurance and benefits, health insurance, vacation, holiday pay and retirement. The fixed rate only applies to full time employees who get full time benefits and shall not be charged on temporary, part time or intern employees who are not eligible for benefits like retirement, vacation, and health insurance. The burden rates shall not apply to premium portions of overtime. Burden items that do not apply to the premium portion of overtime include, union benefits, workers compensation insurance, general liability insurance, health insurance, and vacation and holiday pay.

Salaried Burden: _____ Twenty-Five %
Hourly Burden: _____ Thirty-Seven %

9. Proposed Fee for Self-Performed Work. CoE will, when it's in the best interest of the owner, allow the successful CMAR to self-perform various components of the work. The CMAR will submit a closed bid for this self-performed work along with three (3) other bids in a closed bid opening with the owner.
10. Clarifications, Exceptions, and Exclusions. CMAR is to list all clarifications, exceptions, and exclusions relative to the proposed fees and other cost reflected above.

ATTACHMENT "B"

List of General Conditions/General Requirements/Cost of Work

1. Field and home staff administration and supervision based on General Contractor's attached Project Schedule:

| | Raw Costs | Burden | % of Time | No. of Weeks | | |
|------------------------------|-------------------|--------|-----------|--------------|---|----------------------|
| Project Manager | \$ 1,970.00 /wk x | 25 % | 50 % | 65 wks | = | \$ 80,012.00 |
| Assistant Project Manager | \$ 1,814.00 /wk x | 25 % | 50 % | 65 wks | = | \$ 73,676.00 |
| Superintendent | \$ 2,329.00 /wk x | 25 % | 100 % | 65 wks | = | \$ 189,266.00 |
| Assistant Superintendent | \$ 1,718.00 /wk x | 37 % | 50 % | 65 wks | = | \$ 76,479.00 |
| Other Senior Project Manager | \$ 2,483.00 /wk x | 25 % | 10 % | 65 wks | = | \$ 40,355.00 |
| Other General Superintendent | \$ 2,891.00 /wk x | 25 % | 10 % | 65 wks | = | \$ 46,983.00 |
| Other | \$ /wk x | % | % | wks | = | |
| TOTAL | | | | | | \$ 506,771.00 |

Indicate the percentage of time your personnel will be dedicated solely to this project:

- 2) Field Engineering Labor with burden (See Note 1) = C.O.W.
- 3) Field Engineering Equipment and Supplies (See Note 2) = C.O.W.
- 4) Field Project Office (See Note 3) = \$ 26,012.00
- 5) Safety Equipment (Site Office and Personnel only, Project Cost in Cost of Work) = C.O.W.
- 6) First Aid Supplies (Site Office and Personnel only, Project Cost in Cost of Work) = \$ 250.00
- 7) Fire Extinguishers (Site Office and Personnel only, Project Cost in Cost of Work) = \$ 2,975.00
- 8) COVID-19 Testing (Site Office Personnel only) = C.O.W.
- 9) Daily COVID-19 Screening (Sub-contractors, vendors, suppliers) = C.O.W.
- 10) Handrails/Toe Boards/Opening Protection = C.O.W.
- 11) Fire Watch/Security Guard Services & System = C.O.W.
- 12) Temporary Fences/Covered Walkways = C.O.W.
- 13) Barricades = C.O.W.
- 14) Safety Nets = C.O.W.
- 15) Debris Removal and Haul-off, Dumpster Fees = C.O.W.
- 16) Traffic Control/Roadway Maintenance & Restoration = C.O.W.
- 18) Tool /Utility Trailer Rental = C.O.W.
- 19) Water/Ice (Site Office and Personnel only, Project Cost in Cost of Work) = \$ 500.00
- 20) Temporary Lighting/Wiring = C.O.W.
- 21) Electrical Cost during Construction (Site Office and Personnel only, Project Cost paid by Owner) = C.O.W.
- 22) Temporary Water Expense during Construction (Site Office and Personnel only, Project Cost paid by Owner) = C.O.W.
- 23) Temporary Heating Expense during Construction (Site Office and Personnel only, Project Cost in Cost of Work) = C.O.W.
- 24) Temporary Cooling Expense during Construction (Site Office and Personnel only, Project Cost in Cost of Work) = C.O.W.
- 25) Temporary Stairs/Enclosures/Partitions = C.O.W.

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|-----|--|---|----------------------|
| 26) | Project Signs/Bulletin Boards | = | <u>C.O.W.</u> |
| 27) | Dewatering Equipment | = | <u>C.O.W.</u> |
| 28) | Generators | = | <u>C.O.W.</u> |
| 29) | Material Hoisting | = | <u>C.O.W.</u> |
| 30) | As-Built Documents (Drafting/Printing/Digital) | = | <u>\$ 6,000.00</u> |
| 31) | Field Office Supplies and Materials | = | <u>\$ 4,000.00</u> |
| 32) | Portable Toilets and Sanitation (Site Office and Personnel only, Project Cost in Cost of Work) | = | <u>C.O.W.</u> |
| 33) | Postage/Express/Courier/Delivery Services | = | <u>\$ 2,400.00</u> |
| 34) | Bid Plans and Change Order Printing | = | <u>C.O.W.</u> |
| 35) | Copy Machine and Paper | = | <u>\$ 3,504.00</u> |
| 36) | Telephone, Cell, Paging, Radios, Internet | = | <u>\$ 29,890.00</u> |
| 37) | Internet Based Project Management System/Software | = | <u>in Fee</u> |
| 38) | Corporate Executives/Principles/Project Executive | = | <u>in Fee</u> |
| 39) | Legal | = | <u>in Fee</u> |
| 40) | Accounting | = | <u>in Fee</u> |
| 41) | QA/QC | = | <u>in Fee</u> |
| 42) | Risk Management | = | <u>in Fee</u> |
| 43) | Production Engineering | = | <u>in Fee</u> |
| 44) | Purchasing/Procurement | = | <u>in Fee</u> |
| 45) | Cost Engineers (except Pre-Construction) | = | <u>in Fee</u> |
| 46) | BIM Manager/Coordinator | = | <u>in Fee</u> |
| 47) | Secretarial/Administrative/Clerk (off-site) | = | <u>in Fee</u> |
| 47) | Off-Site Staff Travel & Transportation | = | <u>in Fee</u> |
| 48) | Staff Training & Continuing Education | = | <u>in Fee</u> |
| 49) | Executive/Leadership Transportation | = | <u>in Fee</u> |
| 50) | Bonuses | = | <u>in Fee</u> |
| 51) | Corporate IT/Systems and Fees | = | <u>in Fee</u> |
| 52) | Presentation Charts and Graphics | = | <u>in Fee</u> |
| 53) | Warranty Inspection and Coordination | = | <u>in Fee</u> |
| 54) | CMAR Licenses/Fees | = | <u>in Fee</u> |
| 55) | AGC Association Fees | = | <u>in Fee</u> |
| 56) | Off-Site Insurance | = | <u>in Fee</u> |
| 57) | Personal Computers On-Site/Network Connections | = | <u>\$ 13,600.00</u> |
| 58) | Operations & Maintenance Manuals (Printing and Digital) | = | <u>C.O.W.</u> |
| 59) | Owner Operations and On-site Training | = | <u>C.O.W.</u> |
| 60) | Janitorial Services – weekly clean-up (Site Office and Personnel only, Project Cost in Cost of Work) | = | <u>C.O.W.</u> |
| 61) | Final Clean-up | = | <u>C.O.W.</u> |
| 62) | Small Tools and Consumables (See Note 4) | = | <u>C.O.W.</u> |
| 63) | Vehicle Rental / Truck Allowance (Superintendent/On-Site Project Manager) | = | <u>\$ 37,414.00</u> |
| 64) | Equipment Fuel, Maintenance, and Repair | = | <u>C.O.W.</u> |
| 65) | Storage Yard Rental | = | <u>C.O.W.</u> |
| 66) | Parking Lot/Space Rentals | = | <u>in Fee</u> |
| 67) | Parking Fees/Shuttle Expenses | = | <u>in Fee</u> |
| 68) | Trade Permits | = | <u>C.O.W.</u> |
| 69) | Building Permit | = | <u>By Owner</u> |
| 70) | All Risk Builder's Risk Insurance/Installation Floater (0.16% of GMP) | = | <u>\$ 5,280.00</u> |
| 71) | Commercial General & Excess Liability Insurance (0.31% of GMP) | = | <u>\$ 10,230.00</u> |
| 72) | Workman's Compensation/Employer's Liability Insurance | = | <u>\$ 10,230.00</u> |
| | Subtotal: (Items 2-72) | = | <u>\$ 132,974.00</u> |
| | The Maximum Gen. Conditions (Item 1-72) | = | <u>\$ 639,745.00</u> |

EXPERIENCE



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

Experience Working With Municipalities



The Steele & Freeman team is highly qualified to construct the renovations to your public library. Our project team will be led by Senior Project Manager Nathan Fritch who will oversee Project Manager James Elliott. **Nathan has 18 years of experience in the construction industry and has a track record of completing projects ahead of schedule.**

Since joining Steele & Freeman, Nathan has managed projects for the cities of Richland Hills, The Colony and Bedford, among others - **including your Ennis Public Safety Facility.** Nathan's first-rate project management skills and client relations acumen have helped make Steele & Freeman a builder of choice for municipalities.

Our project team has worked together on similar projects. **Nathan worked with Project Manager James Elliott on our highly successful Richland Hills Fire Station and the Police Renovation projects.** This team has worked together on multiple previous projects and they have a great working relationship which will result in a smooth and efficient project.

We are skilled in the many requisite processes and procedures of Texas municipal projects through our work constructing these facilities over our 42-year history. *See map graphic below.*

Please refer to resumes for more details.

We are a member of the Texas Municipal League.



Sample Project Types:

- Libraries
- City halls
- Courts Buildings
- Public Safety Facilities
- Police buildings
- Municipal complexes
- Fire stations
- Community and senior centers
- Recreation/activity centers, pools, tennis courts, parks
- Transportation buildings

We take pride in our ability to help our municipal clients stay accountable to their citizens and the state through our carefully honed CMAR processes including "Open Book" accounting and frequent, detailed reporting.

more than **200** CMAR projects
approaching **\$3B**



LIBRARY RENO & ADD

TOWN OF FLOWER MOUND



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

TYPE: Renovation / Addition
SIZE: 16,162 SF
CONTRACT COST: \$10,454,458
CONTRACT METHOD: CMAR
SCHEDULED NTP: May 2019
CONTR./ACT. COMPL.: November 2020
CLIENT: Town of Flower Mound, David Bauer, 214-952-9402, david.bauer@flower-mound.com
ARCHITECT: Komatsu Architecture, Neil Bletsch, 817-332-1914, nbletsch@komatsu-inc.com

Steele & Freeman was the construction manager on a public library expansion for the Town of Flower Mound. The project consisted of a 16,162 SF expansion to the existing library located at 3030 Broadmoor Lane and 24,999 SF of interior renovations of the existing building. The work also included additional parking, paving and relocation of existing utilities.

The building design style was constructed to match the design of existing buildings in the area and is compatible with other Town of Flower Mound municipal buildings. The library stayed fully operational for the duration of the phased construction schedule with minimal impact to library operations.

The one story expansion on the north and south sides of the existing facility was made up of conventional steel and masonry construction

with all related MEP. Additional offices, administration areas, study classrooms, common areas, quiet reading spaces, storage room and restrooms were included in the expansion. The 12,036 SF north addition provided room for teen specific books, lounge areas and an all access multi-purpose room and a digital design lab. The 4,126 SF south addition provided additional space for the adult section of the library including an adult quiet reading area.

The 24,999 SF of interior renovations to the existing building included updates to the existing study rooms, program room, office spaces and restrooms. The renovations also included providing a section for child specific books, quiet spaces and a child lounge area.



LIBRARY & COMMUNITY CENTER

CITY OF ROANOKE



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

TYPE: Renovation / Addition
SIZE: 12,000 SF Addition;
 11,000 SF Renovation
CONTRACT COST: \$3,347,353
CONTRACT METHOD: CMAR
NTP: July 2011
CONTR./ACT. COMPL.: January 2013
CLIENT: The City of Roanoke, Debra Wallace,
 Assistant City Manager,
 817-491-2411,
 dwallace@roanoketexas.com
ARCHITECT: GSBS Architects, Andrew Oxley, AIA
 LEED AP (no longer with GSBS),
 817-993-9844,
 aoxley@owtarchitects.com

This project involved the process of helping the client decide if it would be better to tear down two existing structures – the Library and the Community Center - to build one new facility with those uses, or if it was a better use of resources to renovate and add to the two existing buildings, both which were sorely in need of updating in addition to more square footage.

Steele & Freeman and the design team worked in collaboration with the City of Roanoke to determine what the needs and the space use for the new buildings would work best for them. Once that was decided, constructability and budgeting began on different structural types and building layouts. Based on information provided, the client decided they wanted the existing library kept open during construction. This meant designing the project as a three-phase project so the public would have uninterrupted access.

The first phase of construction occurred while both buildings were open to the public. This phase included the relocation of an existing electrical service to make way for new construction, which was designed as an infill between the two existing and operating buildings while both buildings were open to the public. The next step was eight feet of moisture conditioning/building pad preparation between the tight proximity of the two existing buildings. Then a new foundation structure was placed.

Phase Two included construction of the new library addition. The community center work during this phase consisted of a roof replacement, interior demolition, and reconfiguration of the existing space with new finishes. New electrical and mechanical systems were provided.

Once the new library was complete from Phase 1, Phase 3 began when library operations were moved from the old building into the new portion of the library. A complete temporary partition was then built, and the old library was demolished down to the foundation. The existing structural slab was utilized for the new structure, then the new space was built, the temporary partition was removed, and the library was in service.

Phase I: Library addition, and renovation to existing Community Center, completion May 15, 2012.

Phase II: Demolition & reconstruction on the existing Library slab, completion November 5, 2012.

Phase III: parking lot added at completion of Library, completion January 2013.



NEW LIBRARY

CITY OF NORTH RICHLAND HILLS



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

Winner of "Brick in Architecture" Award 2010

| | |
|----------------------------|---|
| LOCATION: | North Richland Hills, Texas |
| TYPE: | New |
| SIZE: | 58,860 SF |
| CONTRACT AMOUNT: | \$7,587,546 |
| CONTRACT METHOD: | Competitive Bid |
| CONSTRUCTION NTP: | April 2007 |
| SUBSTANTIAL COMPL.: | May 2008 |
| CLIENT: | City of North Richland Hills |
| CLIENT REP.: | Chris Amarante, Facilities & Construction Director, 817-427-6360, camarante@nrhtx.com |
| ARCHITECT: | BRW Architects, Inc., Gary DeVries, Principal, 214-528-8704, gdevries@brwarch.com |

The City of North Richland Hills was in need of a new facility for a growing population and a small, outdated library. Elegantly conceived by BRW Architects, the new library provides a meeting place for the community of North Richland Hills.

In addition to sections of the library with books for adults and children, there is also an extensive computer section. There is an area for story time for children, and various areas of the library serve as informal meeting areas.

Challenges: with over 130 days of rain and mud during the first six months of the project, Steele & Freeman completed the project on schedule



LIBRARY & CITY HALL

CITY OF MIDLOTHIAN



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

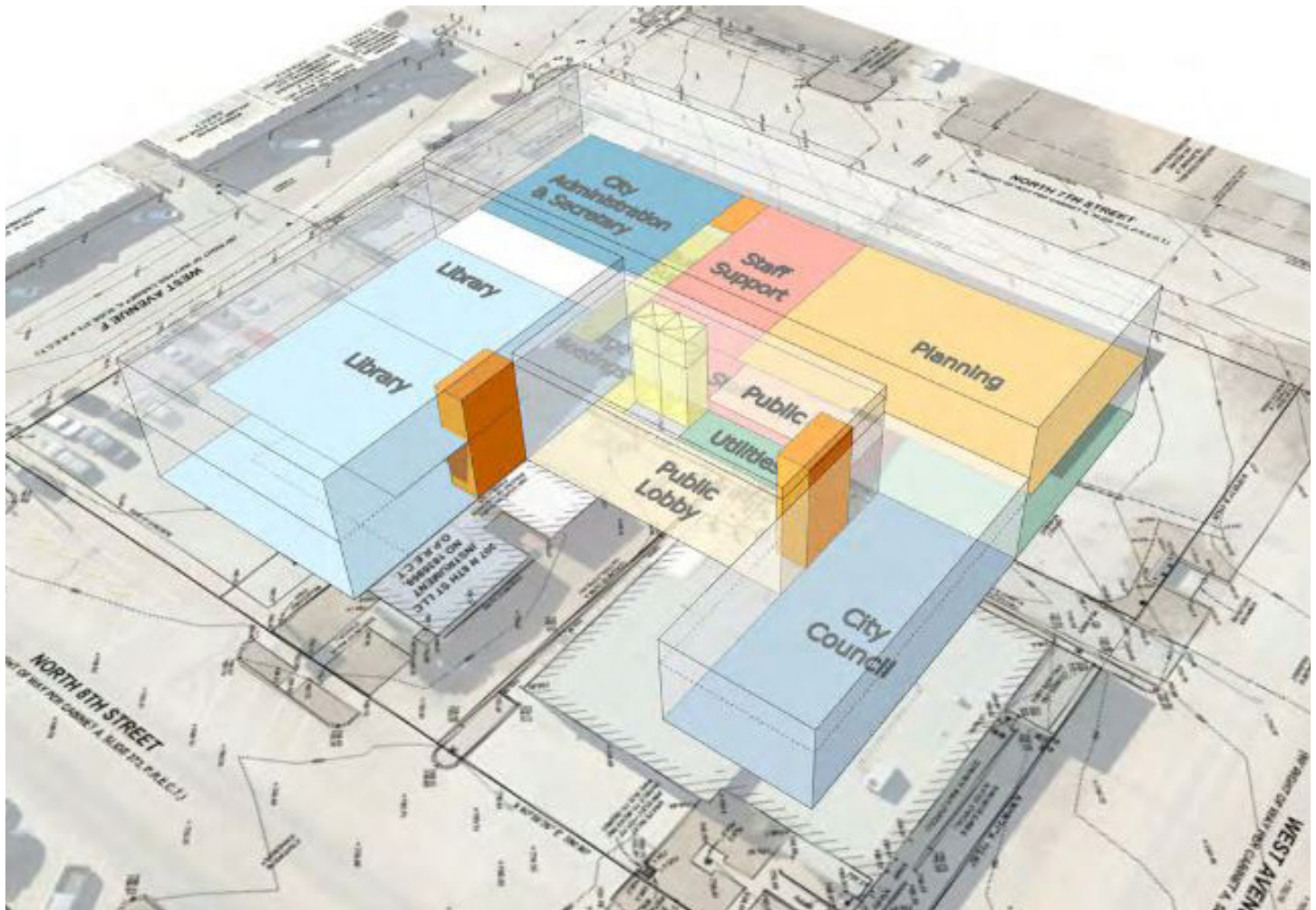
LOCAL PROJECT

| | |
|----------------------------|--|
| TYPE: | New |
| SIZE: | 55,000 SF |
| CONTRACT COST: | \$18,800,000 |
| CONTRACT METHOD: | CMAR |
| PERCENT COMPL.: | Pre-construction phase |
| SCHEDULED NTP: | January 2023 |
| CONTR./ACT. COMPL.: | June 2024 |
| CLIENT: | Vidaurri Management Group, Jon Vidaurri, Managing Partner, 817-319-3207, jon@vidmg.com |
| ARCHITECT: | Hofer Welker, Richard Miller, FAIA, LEED AP, Partner, 214-445-4400, richard.miller@hoferwelker.com |

Steele & Freeman is currently in the pre-construction phase on a new library and city hall for the City of Midlothian. The new 55,000 SF city hall and community library will improve city service to the community and provide a more effective and efficient working environment for city staff and the community.

Located in downtown Midlothian, the library and city hall will be a catalyst for revitalizing downtown and supporting a high quality of life for residents and the business community. The new city hall and library is envisioned as the new town square that will be the physical heart of the city, around which downtown will grow and expand. The city hall and library will be an activity generator to draw people into downtown.

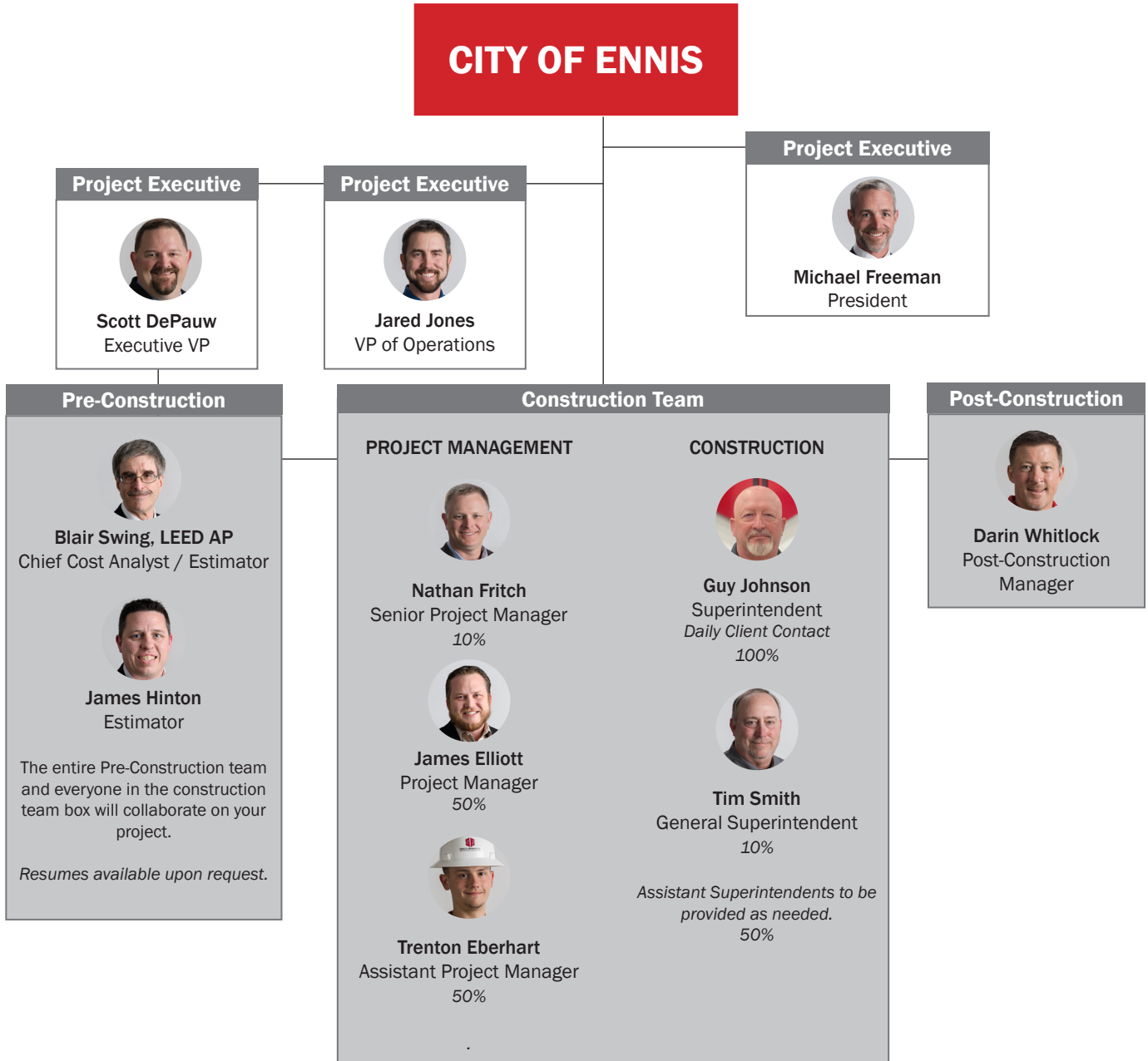
The design invests in the historic parts of the city, expanding on the educational opportunities and preserving Midlothian's rural heritage. The new city hall and library will reflect the pride of Midlothian's community and will provide a vibrant downtown destination for citizens and visitors.



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PROPOSED PROJECT TEAM



NATHAN FRITCH

SENIOR PROJECT MANAGER



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

EDUCATION

B.S., Construction Management, University of Nebraska in Lincoln 2005

Northeast Community College, A.S.

Toastmasters Leadership and Public Speaking Training and Club Past-President

CERTIFICATIONS

OSHA 30- and 10-hour

Open-water Dive

First Aid/CPR

REFERENCES

Tim Daher,
Regency Centers City Line Market Project
303-618-9321

William Griffin, Dodson Specialty Clinic Project
214-794-4629

Chad Suitonu,
PMRG | Realty Group Texas Health Resources Project
972-421-3336

U.S. Army Basic Combat Training, Automated Logistical Specialist, Psychological Operations Specialist, Air Load Planner Course, Basic Airborne Course, Primary Leadership Development Course, Advanced Leadership Course, Senior Leadership Course

Projects in red are CMAR. All CMAR projects include extensive pre-construction services.



Nathan has 18 years of experience in project management of construction of a wide variety of municipal projects. His responsibilities include overall management of projects, conducting project meetings, permitting, scheduling, budgeting, procurement, quality control, safety, review and process shop drawings, submittals, RFI's, schedules and cost proposals. Nathan has experience coordinating with design professionals and consultants, navigating municipal permitting processes, communicating directly with clients and supervising contracts. He is a results-oriented, hands-on construction and development professional with 20 years of experience in the U.S. Army. His military and civilian careers have given him skills and ability to coordinate many different trades and develop partnerships and positive rapport with architects, engineers, local officials, vendors, and clients, all while keeping the job on schedule and under budget.

EXPERIENCE

| | | | |
|--------------|---------------------|---------------------------|----------------|
| 2022-Present | Senior PM | Steele & Freeman | Fort Worth, TX |
| 2017-2021 | Project Manager | Steele & Freeman | Fort Worth, TX |
| 1997-2018 | Progressive roles, | Ret. Sergeant First Class | US Army |
| 2015-2016 | Project Manager | Ridgemont Commercial | Irving, TX |
| 2013-2015 | Asst. Project Mg. | Ridgemont Commercial | Irving, TX |
| 2008-2013 | Engineer I | Linbeck Construction | Fort Worth, TX |
| 2006-2008 | Proj.Eng./Sr.Pr.En. | Skanska USA | Temple, TX |
| 2004-2005 | Asst. Super/Pr.En. | Lueder Construction | Omaha, NE |

KEY PROJECTS

City of Ennis Police Headquarters & Fire Station, Ennis, TX

A new 38,000 SF police/fire facility. The police station has offices, break rooms interrogation rooms, conference rooms, a secure holding facility, sally port, bathrooms, locker rooms, showers, training room/emergency operations center that seats 40 and an instructor/training/AV space. The fire station has four pull-through bays, living training and work spaces, six uni-sex living/sleeping areas, four private restrooms/shower facilities, and a full kitchen. The project also includes public parking for 25 vehicles and 52 secured employee parking spots. **Finished EARLY and UNDER budget!** April 2019-September 2020. Cost: \$13,044,859

City of Richland Hills Police Department Headquarters, Richland Hills, TX

A 4,000 SF interior renovation of the existing police department for the City of Richland Hills. Renovations included reconfiguring walls, carpeting, tile, counter tops and paint throughout the building. The building includes a training room, sally port, evidence and property room, armory, interview rooms, conference room, fitness center, break room and office spaces for administration, sergeants, lieutenants, captains and the police chief. Design by GSBS. Cost: \$894,774

City of Bedford Generations Park, Bedford, TX

The Bedford Community Center / Recreation Complex - Bedford Generations Park is located on an expansive 68-acre site. Construction consists of a 76,000 SF multi-generational recreational



Nathan Fritch, Senior Project Manager (con't)

building, including a 14,000 SF natatorium facility within the multi-generational facility, approximately 900 parking spaces throughout the site, a 50,000 SF outdoor aquatic fitness center, a baseball complex with concessions and restrooms, outdoor basketball courts, tennis courts, multi-use fields, a special events field, walking trails, restroom facilities, covered picnic pavilions, playgrounds and sports facilities. Design by OWT Architects. October 2020-October 2022. Cost: \$60,000,000

Richland Hills Fire Station, Richland Hills, TX

A new, 11,000 SF fire station. Design by RPGA Architects. June 2020-October 2021. Cost: \$5,800,000

City of The Colony Fire Station No. 4, The Colony, TX

New tilt wall structure, single-story five-bay 22,488 SF fire station with a mezzanine near the corner of Destination Drive and Plano Parkway behind the high-profile Nebraska Furniture Mart Distribution Center and next to the 400-acre Grand Development. Design by Spurgin & Associates. **Finished EARLY and UNDER budget!** September 2018-November 2019. Cost: \$6,309,000

Argyle ISD High School Phase II, Flower Mound, TX

Conversion of recently-built middle school into a high school for 1,750 students while occupied. Additions to the existing building are 190,000 SF and include a new competition gymnasium with locker rooms, a new fine arts wing including an auditorium, band hall, choir room and theater spaces, added library space, additional administration offices, a new classroom wing to match the existing classroom wing and a new field house for all outdoor sports. Renovations include work in the existing locker rooms, front entry, fine arts, lecture hall and band hall. Site work includes additional site parking and drives, a turf practice football field with eight-lane track and eight lighted tennis courts and a field house. Design by Corgan Architects. October 2019-October 2021. Cost: \$61,000,000

The Clariden School STEAM Addition, Southlake, TX

New one-story STEAM addition to the existing school campus while occupied. The new addition will consist of an ICC500 storm shelter with the occupant capacity for the entire school. The addition will provide four classrooms, one science classroom, one maker space lab, restrooms, support spaces and corridors to merge to the existing school. Design by WRA Architects. Cost: \$6,000,000

Firestone & Robertson Distillery, Fort Worth, TX

New multi-building whiskey and bourbon distillery with industrial still house, five-story barrel barn, bottling facility and visitors center all situated on the historic Fort Worth Glen Garden Golf Course.

Fundamental #5: Team, Team, Team. It's not about you. Always be there for your team members and be willing to step into another role to help. Collaborate – don't let your ego or personal agenda get in the way of doing what's best for the team. Every member of the team is important.

In Nathan's words:

"The biggest lesson that I've learned is that as part of a team, it is imperative to do the right thing for the mission, while maintaining team continuity. To abbreviate 25 plus years training and experience: Each team member, regardless of position, is accountable to each other and responsible for the team's success. It has been proven that with proper training, preparation and communication any team can accomplish any mission placed in front of them. And that is why over-communication is better than no communication."

JAMES ELLIOTT

PROJECT MANAGER



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

EDUCATION

B.S., Construction
Engineering Technology,
University of North
Texas,
2019

Toastmasters Public
Speaking and
Leadership Training

CERTIFICATIONS

Standard Adult CPR &
AED / First Aid Course
from the National Safety
Council

Procure Certification

REFERENCES

Harlan Smith, Schwob
Energy Services,
469-774-3273

Shane Harris,
RGA Architects,
817-430-3382

Tad Sellman,
Billingsley Company,
817-823-0976



James Elliott has five years of experience in the construction industry on projects including municipal facilities and K-12 schools. His responsibilities include conducting project meetings, permitting, scheduling, budgeting, procurement, quality control, safety, review and process shop drawings, submittals, RFI's, schedules, and cost proposals. James has experience coordinating with design professionals and consultants, navigating municipal permitting processes, communicating directly with clients and supervising contracts. He focuses on delivering the highest level of personal service to clients and fostering communication and positive team dynamic of the entire team to keep the job on schedule and budget.

EXPERIENCE

| | | | |
|--------------|-------------------|---------------------|----------------|
| 2019-Present | Proj. Mgr. | Steele & Freeman | Fort Worth, TX |
| 2018-2019 | Field Coordinator | Steele & Freeman | Fort Worth, TX |
| 2017-2018 | Estimating Asst. | Schwob Energy Serv. | Dallas, TX |

KEY PROJECTS

Town of Flower Mound Library Expansion, Flower Mound, TX

Expansion of a one story 16,162 SF to the existing town library including north and south additions, full interior renovations, additional parking, relocation of existing facilities, classrooms, common areas, additional storage, administrative areas, restrooms and offices. The library remained operational throughout the construction period with expansions at both ends of the building. When the new sections opened, the original part of the building will be renovated. May 2019–November 2020. Cost: \$10,454,458

City Roanoke City Hall, Roanoke, TX

New city hall on a high-profile location near the city's downtown area and adjacent to the recreation center we built for them a few years ago. The new building was designed to be an iconic centerpiece for the town. The architectural style is a composite of revival to historical Texas Hill Country courthouse and was heavily influenced by Richardsonian Revival. It features high-end finishes and artisan carpentry with a heavy steel structure and rose colored masonry to match other brick in the area. A cupola bears a clock on all sides. An exterior entry plaza welcomes visitors on the end of Oak Street, a significant thoroughfare for the city. Inside, a grand, two-story ornamental lobby has multiple staircases. The use of historical forms and construction techniques helps the new building blend seamlessly with other old buildings in the city. A fire truck museum is on-site and is home to Roanoke's first fire truck, which is still used in parades and such today. In addition to the recreation center and city hall, Steele & Freeman also built Roanoke's Fire Station No. 1 and a community center and library several years ago. April 2017-January 2019. Cost: \$17,000,000

*Projects in red are CMAR. All
CMAR projects include exten-
sive pre-construction services.*



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

James Elliott, Project Manager (con't)

Richland Hills Fire Station, Richland Hills, TX

A new, 11,000 SF fire station. Design by RPGA Design Group, Inc. September 2020-September 2021. Cost: \$5,800,000

City of Richland Hills Police Department Headquarters, Richland Hills, TX

A 4,000 SF interior renovation of the existing police department for the City of Richland Hills. Renovations included reconfiguring walls, carpeting, tile, counter tops and paint throughout the building. The building includes a training room, sally port, evidence and property room, armory, interview rooms, conference room, fitness center, break room and office spaces for administration, sergeants, lieutenants, captains and the police chief. Design by GSBS. Cost: \$894,774

Hurst Animal Shelter, Hurst, TX

New 16,000 SF animal shelter and adoption center with a four-acre dog park. Design by Ron Hobbs Architects. Cost: \$3,500,000

First Presbyterian Church of Fort Worth Community Crossroads, Fort Worth, TX

Renovation of a 4,655 SF addition to an existing facility that cooks and serves meals to the poor and homeless. Design by Martsolf Architecture. Cost: \$1,000,000

Argyle ISD High School Phase II, Flower Mound, TX

Conversion of recently-built middle school into a high school for 1,750 students while occupied. Additions to the existing building are 190,000 SF and include a new competition gymnasium with locker rooms, a new fine arts wing including an auditorium, band hall, choir room and theater spaces, added library space, additional administration offices, a new classroom wing to match the existing classroom wing and a new field house for all outdoor sports. Site work includes additional site parking and drives, a turf practice football field with eight-lane track and eight lighted tennis courts and a field house. Design by Corgan Architects. April 2019-May 2021. Cost: \$61,000,000

Fundamental #10: Be Excellent. Demonstrate a passion for excellence and take pride in delivering quality. Innovation, improvement, and success don't come from mediocrity. Good is not good enough. Always ask yourself, "Is this my best work?"

In James's words:

"Being excellent involves passion and understanding. It is more than just a thing that you are, it's something that you must constantly strive for and make improvements towards.

To me, one of the best ways that we can "Be Excellent" goes back to Fundamental #5 "Team, Team, Team". Never be afraid to ask for help and never let your own ego get in the way of progress.

"Excellence is an art won by training and habitation. We do not act rightly because we have virtue or excellence, but rather we have those because we have acted rightly. We are what we repeatedly do. Excellence, then is not an act but a habit." - Aristotle.

So, remember to surround yourself with positive people and let their experiences help you build towards your own excellence."

TRENTON EBERHART

ASSISTANT PROJECT MANAGER



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

EDUCATION

Bachelor's in Business Management and Entrepreneurship, University of North Texas, 2015-2019

CERTIFICATIONS

OSHA Construction Health & Safety

OSHA 10- and 30-Hour Safety

CPR and First Aid

REFERENCES

Jeff Koehn, Argyle ISD, Construction Manager, 817-819-2249

Davis Talbert, Lake Dallas ISD, Facilities and Maintenance Director, 940-497-4645



Trenton will be on your site each day as your superintendent. He will be responsible for site safety and managing all the trades workers. His specialty is site safety on occupied sites and is an excellent communicator with the clients and subcontractors. He will work around your operations to ensure your daily schedules are not interrupted. He is an expert in renovations and will be responsible for daily field supervision, scheduling, procurement, job site coordination of trades, overcoming field challenges, managing complex schedule requirements, and overseeing heavy equipment and safety regulations/safety hazards.

EXPERIENCE

| | | | |
|--------------|----------------|------------------|----------------|
| 2021-Present | Assis. PM | Steele & Freeman | Fort Worth, TX |
| 2020-2021 | Superintendent | Steele & Freeman | Fort Worth, TX |
| 2019-2020 | Assis. Super | Steele & Freeman | Fort Worth, TX |
| 2016-2019 | Intern | Steele & Freeman | Fort Worth, TX |

KEY PROJECTS

City of Bedford Generations Park, Bedford, TX

The Bedford Community Center / Recreation Complex - Bedford Generations Park is located on an expansive 68-acre site. Construction consists of a 76,000 SF multi-generational recreational building, including a 14,000 SF natatorium facility within the multi-generational facility, approximately 900 parking spaces throughout the site, a 50,000 SF outdoor aquatic fitness center, a baseball complex with concessions and restrooms, outdoor basketball courts, tennis courts, multi-use fields, a special events field, walking trails, restroom facilities, covered picnic pavilions, playgrounds and sports facilities. Design by OWT Architects. October 2020-October 2022. Cost: \$60,000,000

Flower Mound Town Hall, Flower Mound, TX

New 43,000 SF Town Hall and associated site improvement of approximately three acres located at the prominent intersection of Cross Timbers Road and Morris Road. The structure will be a two story conventional heavy steel with intricate detailing with predominantly masonry skin including stone, cast stone, brick veneer and stone veneer. The building's finishes were styled similar to other Town of Flower Mound municipal buildings. It has a standing seam metal roof on the high roof and thermal plastic TPO on lower portions. The main entry plaza features finished wood panel slats and stainless steel cable system stair case. Construction: June 2017-January 2019. Cost: \$12,000,000

Corinth Elementary School, Lake Dallas, TX

Renovations and additions to Corinth Elementary including a front entry addition of approx. 2,000 SF. The project also has an administration, instructional, and circulation space renovation. Lastly, the project also includes site improvements to drainage and utilities. Cost: \$10,200,000

Projects in red are CMAR. All CMAR projects include extensive pre-construction services.



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

Trenton Eberhart, Assistant Project Manager (con't)

Argyle ISD High School Phase II, Flower Mound, TX

Conversion of recently-built middle school into a high school for 1,750 students while occupied. Additions to the existing building are 190,000 SF and include a new competition gymnasium with locker rooms, a new fine arts wing including an auditorium, band hall, choir room and theater spaces, added library space, additional administration offices, a new classroom wing to match the existing classroom wing and a new field house for all outdoor sports. Renovations include work in the existing locker rooms, front entry, fine arts, lecture hall and band hall. Site work includes additional site parking and drives, a turf practice football field with eight-lane track and eight lighted tennis courts and a field house. Design by Corgan Architects. October 2019-October 2021. Cost: \$61,000,000

Crowley ISD June W. Davis Elementary School, Fort Worth, TX

New 82,000 SF elementary school constructed with a steel frame, load bearing masonry, fully suspended crawl space, and a geo-thermal mechanical system with the first permitted ICC 500 Storm Shelter in Fort Worth. Design by VLK Architects. April 2018 – April 2019. Cost: \$25,000,000

Keller ISD Keller Center for Advanced Learning, Keller, TX

New CTE facility for Keller ISD. Facility includes training centers for cosmetology, TV and web broadcasting, culinary labs, graphic design, architectural design, robotics, CNA and EMT programs, as well as a veterinary technician class and many other career avenues. They also have a full automotive shop with three hydraulic lifts, alignment and brake machines and graduates earn their ASC Certifications. The building was originally an intermediate school the SFI completed in 2000-2001. A 20,000 SF addition was added to the west side of the building, while 5th and 6th grades continued in the main campus. New parking was completed and buses were re-routed for a year and the first phase including cosmetology, photography, animation, and all administrative areas were turned over the following fall. After the transition, the rest of the 200,000 SF was gutted and re-constructed into a state of the art learning center with the programs. June 2015-February 2017. Cost: \$34,000,000.

GUY JOHNSON

SUPERINTENDENT



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

EDUCATION

Bachelor in Political Science, The University of Texas at Arlington, Arlington, TX

CERTIFICATIONS

OSHA Construction Health & Safety

OSHA 10- and 30-Hour Safety

CPR and First Aid

HVAC Training

REFERENCES

Fire Chief Doug Spears, City of Saginaw, 817-230-0403

Dolph Johnson, City of Saginaw, Assistant City Manager, 817-232-4640



Guy has 38 years of experience working with municipal projects. He has experience with every kind of municipal building and construction, having worked for the City of Arlington for over 20 years. Guy has the point of view from both the the client's and the superintendent's side of construction, making his experience an asset for your project team. Responsibilities and duties include site safety, field supervision, coordination of subcontractors and SFI work, procurement, productivity, inspections, and quality control.

EXPERIENCE

| | | | |
|--------------|------------------|-------------------|----------------|
| 2021-Present | Superintendent | Steele & Freeman | Fort Worth, TX |
| 2001-2021 | Bldg System Sup. | City of Arlington | Arlington, TX |
| 1997-2001 | Com. HVAC Tech | Tom's Mechanical | Arlington, TX |

KEY PROJECTS

City of Saginaw Fire Station No. 1 & Fire Administration, Saginaw, TX

A new 25,000 SF Fire Station No. 1 and Fire Administration building for the City of Saginaw. The new fire station is located on a 4.6 acre site at the northwest corner of W. McLeroy Boulevard and Amber Drive. The facility will include administrative offices, training classrooms/EOC, fire apparatus bays, living quarters, storage areas, work areas, and a public lobby. Design by BRW Architects. Cost: \$11,385,000

City of Arlington Simpson Park Improvements and Lake House, Arlington, TX

New recreational event center near the shores of Lake Arlington at Simpson Park. The building includes an 1,800 SF community room that can be rented with an expansive patio that overlooks the lake. Construction also included new restrooms for residents and visitors, dedicated offices for park staff, a lounge and warming kitchen for rental and parks activities and a reconfigured parking lot with direct sidewalk access to the boat dock. The 7,176 SF building and park renovations were done across 7.5 acres of land. Improvements to the park included new walking trails, a playground, gazebo and a picnic pavilion. The original Lake House, constructed in 1960, was demolished and the new Lake House was relocated so it could be elevated from the floodplain. Design of the new Lake House includes rough sawn trusses, elevated slab, exposed structural wood deck, and cantilever grade beams. Design by Elements of Architecture. Cost \$4,000,000

Projects in red are CMAR. All CMAR projects include extensive pre-construction services.

Guy Johnson, Superintendent (con't)

City of Arlington Fire Station No. 5, Arlington, TX

A new 10,000 SF LEED Silver three-bay fire station with six dorm rooms, offices, day room, kitchen, and bunker room. Cost: \$3,900,000.

City of Arlington Fire Station No. 9, Arlington, TX

New 12,000 SF building featuring a specialized ventilation system for removing vehicle exhaust fumes from the vehicle bays. July 2010 – June 2011. Cost: \$3,000,000

City of Arlington South Arlington Police Service Center, Arlington, TX

New 25,331 SF police service building with offices, evidence rooms, dispatch area and separate card accessible meeting rooms and offices for the general staff as well as break rooms, equipment rooms, standby generator and offices for division of code enforcement, patrol division and criminal investigations. November 2007-August 2008. Cost: \$5,715,607

City of Arlington Ott Cribbs Public Safety Center, Arlington, TX

15,882 SF technical renovation and addition including a 9,464 SF remodel and expansion of the existing 911 dispatch center and a three story, 6,417 SF addition to the existing building including a new cell block, Emergency Operations Center and police administration which remained operational throughout construction. June 2007-June 2008. Cost: \$3,168,773

City of Arlington Animal Services Center, Arlington, TX

New open and bright facility featuring practical yet aesthetic interior finishes that are easy to clean and maintain. This new 19,950 SF building's focal area is the adoption center, featuring glass and ceramic block with skylights which provide natural light for the benefit of animals and staff. The building features a welcoming façade, with a reception area designed for processing adoptions and releases, kennels, adoption rooms, and quarantine rooms for dogs and cats. State of the art holding areas with sanitary and ventilation control provides a quality environment for both the animals and the public. Specialized animal services include a clinic area for veterinary procedures as well as a euthanasia room with a walk in freezer. Close to the completion of the project, as expected. The client elected to spend project savings on a memorial area with benches and personalized dedication pavers. Steele & Freeman also provided value engineering to help the City meet their budget goals. The project came in under the contracted amount of \$5,078,700. May 2007-Oct 2008.

BLAIR SWING, LEED AP

CHIEF COST ANALYST / ESTIMATOR



EDUCATION

B.S., Construction Management,
University of Nebraska,
Lincoln, NE,
1980-1985

M.B.A., Texas Christian University,
2004-2006

CERTIFICATIONS

LEED Accredited

OSHA 30-Hour Safety

REFERENCES

Kim Dowdy, Principal/
Director of Animal Care Design,
Quorum Architecture,
817-546-6325

Elyssa Barksdale,
Co-President,
Thiel & Thiel, Inc.,
817-501-5811

Tracy Pelle, AIA,
Assistant Director of Construction Services,
Tarrant County Facilities Management,
817-884-1155



Blair has 33 years of construction management experience in a wide range of projects including municipal, education, healthcare, commercial and faith-based. Blair's responsibilities include performing in all aspects of pre-construction, such as managing project estimation, maintaining records of project bids and proposals and is involved in every project during the pre-construction phase. He is also experienced in the project management aspect of construction. Blair's combined financial, business and construction management acumen allows him to conduct detailed reviews of all budgets and bids.

EXPERIENCE

| | | | |
|--------------|------------------|--------------------------|----------------|
| 2018-Present | Sr. Cost Analyst | Steele & Freeman, Inc. | Fort Worth, TX |
| 2010-2018 | Sr. Cost Analyst | Linbeck | Fort Worth, TX |
| 1997-2010 | Project Manager | Linbeck | Fort Worth, TX |
| 1989-1997 | Eng./Proj. Eng. | Linbeck | Fort Worth, TX |
| 1989-1989 | Qual. Ctrl. Eng. | Plano Bridge and Culvert | Fort Worth, TX |
| 1984-1989 | Active Duty | Second Lt. | US Army |

KEY PROJECTS

City of Waxahachie City Hall Annex, Waxahachie, TX

New City Hall Annex for the City of Waxahachie. This building will serve the overflow departments from the existing city hall across the street and has a shell space on third floor, retail and covered arcade. The building is designed with similar details to match the character of historical courthouse located down the street. Design by Architexas. October 2021-Spring 2023. Cost: \$14,700,000

Town of Flower Mound Library Expansion, Flower Mound, TX

Expansion of a one story 16,162 SF to the existing town library including north and south additions, full interior renovations, additional parking, relocation of existing facilities, classrooms, common areas, additional storage, administrative areas, restrooms and offices. The library remained operational throughout the construction period with expansions at both ends of the building. When the new sections opened, the original part of the building will be renovated. May 2019–November 2020. Cost: \$10,454,458

City of The Colony Fire Station No. 4, The Colony, TX

New tilt wall structure, single-story five-bay 22,488 SF fire station with a mezzanine near the corner of Destination Drive and Plano Parkway behind the high-profile Nebraska Furniture Mart Distribution Center and next to the 400-acre Grand Development. Design by Spurgin & Associates. **Finished EARLY and UNDER budget!** September 2018–November 2019. Cost: \$6,309,000

City of Grapevine Parks and Recreation Golf Clubhouse, Grapevine, TX

New 11,000 SF clubhouse to replace the existing aging facility on this operational public course. Design by Thiel & Thiel Architects. July 2019–June 2020. Cost: \$3,000,000

Projects in red are CMAR. All CMAR projects include extensive pre-construction services.



Blair Swing, Chief Cost Analyst / Estimator (con't)

City of Grapevine Animal Shelter and Adoption Center, Grapevine, TX

New 9,664 SF animal shelter to replace the existing facility. Design by Quorum Architects. July 2019-June 2020. Cost: \$3,000,000

City of Midlothian Fire Station No. 1, Midlothian, TX

A new 18,000 SF fire station for the City of Midlothian. The new fire station will replace their original and out-dated Fire Station No. 1 and will consist of four drive-through bays, sleeping and living quarters for EMS and fire staff, offices for EMS and traditional support spaces associated with fire stations. The one-story fire station will have a mezzanine and will display an antique fire engine within the building, a feature that the City of Midlothian wanted to include to make their new fire station unique. Design by BSW Architects. Cost: \$7,200,000

City of Ennis Fire Station & Police Facility, Ennis, TX

A new 38,000 SF fire / police facility. The police station has offices, break rooms interrogation rooms, conference rooms, a secure holding facility, sally port, bathrooms, locker rooms, showers, training room/emergency operations center that seats 40 and an instructor/training/AV space. The fire station has four pull-through bays, living training and work spaces, six uni-sex living/sleeping areas, four private restrooms/shower facilities, and a full kitchen. The project also includes public parking for 25 vehicles and 52 secured employee parking spots. **Finished three months ahead of schedule!** April 2019-June 2020. Cost: \$12,978,119

City of Bedford Boys Ranch Recreation Complex, Bedford, TX

The Bedford Boys Ranch Phase Next project is located on an expansive 68-acre site. Construction consists of a 76,000 SF multi-generational recreational building, including a 14,000 SF indoor aquatic facility within the multi-generational facility, approximately 900 parking spaces throughout the site, a 50,000 square foot outdoor aquatic center, a baseball complex with concessions and restrooms, outdoor basketball courts, tennis courts, multi-use fields, a special events field, walking trails, restroom facilities, covered picnic pavilions, playgrounds and sports facilities. The 14,000 SF indoor aquatic center is located on the first floor of the two story multi-generational building. It will consist of a 12,500 SF pool along with an aquatic administration room, lifeguarding station, three 420 SF party rooms and a parent porch observing the party rooms. The pool will have tube slides, slide runouts, wall mounted chemical controllers, a current channel, vortex pool, lap pool and spa area. Design by OWT Architects. Cost: \$60,000,000

Haltom City Fire Station No. 3, Haltom City, TX

The new Fire Station No. 3 will be approximately 14,000 SF two story building, located on approximately five acres, which will include, but not limited to the following items: three drive through apparatus bays, six dorm rooms, three officer suites, fitness room, restrooms, IT/mechanical closet, watch room, public lobby, kitchen & dining room, bunker gear storage and a day room. This facility is to be fully functional 24/7 365 days a year. Design by RPGA. December 2020-December 2021. Cost: \$5,000,000

Richland Hills Fire Station, Richland Hills, TX

A new, 11,000 SF fire station. Design by RPGA Design Group, Inc. September 2020-September 2021. Cost: \$5,800,000

SCOTT DEPAUW, LEED AP

EXECUTIVE VICE PRESIDENT



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

EDUCATION

B.S., Construction
Science, Texas A&M
University,
1995-2000

CERTIFICATIONS

"The Leadership
Course" through TEXO

OSHA 10- and 30-Hour
Safety

Construction Quality
Management for
Contractors (US Army
Corp of Engineers,
2009)

REFERENCES

Cody Petree,
City of Roanoke,
817-491-6099

Hudson Huff,
Keller ISD,
Director of Facilities,
817-744-1201

Joseph Hilliard,
BOKA Powell,
972-701-9000

Rick Schroeder,
Cinemark Theaters,
972-333-3923

RECOGNITION

Texas A&M University
AGC Medal for
Outstanding
Construction Science
Graduate (2000)

Texas A&M University
Craftsman Award
for Leadership in
Construction (2000)

*Projects in red are CMAR. All
CMAR projects include exten-
sive pre-construction services.*



Scott has 26 years experience in the construction industry, starting at an early age as a laborer, working with his father on site, until he went to Texas A&M University to pursue a construction degree. Scott has 20 years of experience in many different types of construction through design and construction of parking structures, maintenance facilities, education facilities, athletic facilities, movie theaters, retail development and construction as well as office buildings including construction of tenant improvements. Scott has experience in CMAR, design-build, and general contractor project delivery methods. Scott was a member of Young Constructors.

EXPERIENCE

| | | | |
|--------------|------------------|-------------------------|----------------|
| 2022-Present | Executive VP | Steele & Freeman | Fort Worth, TX |
| 2014-2021 | VP Operations | Steele & Freeman | Fort Worth, TX |
| 2009-2014 | Project Director | Steele & Freeman | Fort Worth, TX |
| 2004-2009 | Sr. PM | Opus West/LEMCO Constr. | Fort Worth, TX |
| 2000-2004 | PM | Charter Builders | Fort Worth, TX |

KEY PROJECTS

Scott is involved in all projects at SFI.

City of Ennis Fire Station & Police Facility, Ennis, TX

A new 38,000 SF fire / police facility. The police station has offices, break rooms interrogation rooms, conference rooms, a secure holding facility, sally port, bathrooms, locker rooms, showers, training room/emergency operations center that seats 40 and an instructor/training/AV space. The fire station has four pull-through bays, living training and work spaces, six uni-sex living/sleeping areas, four private restrooms/shower facilities, and a full kitchen. The project also includes public parking for 25 vehicles and 52 secured employee parking spots. **Finished three months ahead of schedule!** April 2019-June 2020. Cost: \$12,978,119

Town of Flower Mound Library Expansion, Flower Mound, TX

Expansion of a one story 16,162 SF to the existing town library including north and south additions, full interior renovations, additional parking, relocation of existing facilities, classrooms, common areas, additional storage, administrative areas, restrooms and offices. The library remained operational throughout the construction period with expansions at both ends of the building. When the new sections opened, the original part of the building will be renovated. May 2019–November 2020. Cost: \$10,454,458

City of Roanoke Library and Community Center, Roanoke, TX

An infill addition/renovation to existing library and senior center of 23,000 SF while occupied. July 2011-January 2013. Design by GSBS. Cost: \$3,347,353

City of Waxahachie City Hall Annex, Waxahachie, TX

New City Hall Annex for the City of Waxahachie. This building will serve the overflow departments



Scott DePauw, Executive Vice President (cont'd)

from the existing city hall across the street and has a shell space on third floor, retail and covered arcade. The building is designed with similar details to match the character of historical courthouse located down the street. Design by Architexas. October 2021-Spring 2023. Cost: \$14,700,000

City of Midlothian Fire Station No. 1, Midlothian, TX

A new 18,000 SF fire station for the City of Midlothian. The new fire station will replace their original and out-dated Fire Station No. 1 and will consist of four drive-through bays, sleeping and living quarters for EMS and fire staff, offices for EMS and traditional support spaces associated with fire stations. The one-story fire station will have a mezzanine and will display an antique fire engine within the building, a feature that the City of Midlothian wanted to include to make their new fire station unique. Design by BSW Architects. Cost: \$7,200,000

City of Bedford Generations Park, Bedford, TX

The Bedford Community Center / Recreation Complex - Bedford Generations Park is located on an expansive 68-acre site. Construction consists of a 76,000 SF multi-generational recreational building, including a 14,000 SF natatorium facility within the multi-generational facility, approximately 900 parking spaces throughout the site, a 50,000 SF outdoor aquatic fitness center, a baseball complex with concessions and restrooms, outdoor basketball courts, tennis courts, multi-use fields, a special events field, walking trails, restroom facilities, covered picnic pavilions, playgrounds and sports facilities. Design by OWT Architects. October 2020-October 2022. Cost: \$60,000,000

City of Hurst Animal Shelter, Dog Park and Trails, Hurst, TX

New 16,000 SF animal shelter and adoption center with a four-acre dog park. Design by Ron Hobbs Architects. Cost: \$3,500,000

City of The Colony Fire Station No. 4, The Colony, TX

New tilt wall structure, single-story five-bay 22,488 SF fire station with a mezzanine near the corner of Destination Drive and Plano Parkway behind the high-profile Nebraska Furniture Mart Distribution Center and next to the 400-acre Grand Development. Design by Spurgin & Associates. **Finished EARLY and UNDER budget!** September 2018-November 2019. Cost: \$6,309,000

Town of Flower Mound Senior Citizens Center, Flower Mound, TX

New 21,000 SF activity center for the senior citizens of the town. Facility includes multi-purpose dividable ballroom and several other rooms for gathering and community such as a 3,000 SF game room, billiard room, fully equipped exercise room, library, craft rooms, computer classroom, full commercial kitchen and offices for staff.. Exterior amenities include bocce ball court, horseshoe pits, raised planning areas, and covered patio for outside grilling and activities. March 2014-May 2015. Cost: \$5,180,468

Flower Mound Town Hall, Flower Mound, TX

New 43,000 SF Town Hall and associated site improvement of approximately three acres located at the prominent intersection of Cross Timbers Road and Morris Road. The structure will be a two story conventional heavy steel with intricate detailing with predominantly masonry skin including stone, cast stone, brick veneer and stone veneer. The building's finishes were styled similar to other Town of Flower Mound municipal buildings. It has a standing seam metal roof on the high roof and thermal plastic TPO on lower portions. The main entry plaza features finished wood panel slats and stainless steel cable system stair case. Construction: June 2017-January 2019. Cost: \$12,000,000

JARED JONES

VICE PRESIDENT OF OPERATIONS



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

EDUCATION

B.S., Architecture,
University of Texas at
Arlington,
2002-2006

M.B.A., University of
Texas at Arlington,
2008-2009

CERTIFICATION

Construction Storm
Water Management by
TEXO (AGC)

First Aid/CPR

OSHA 30-Hour

REFERENCES

Commissioner
Kevin Burns,
Wise County,
940-427-4881

David Phillips,
Tarrant County
Facilities Director,
817-884-2878

Alf Bumgardner,
City of Arlington,
817-459-6558



Jared will be responsible for leading the project overall and overseeing the on-site project managers, project engineers, project meetings, scope review, buyout, permitting, scheduling, budgeting, procurement, quality control, safety, review and process shop drawings, submittals, RFI's, schedules and cost proposals. He has 18 years of experience in construction project management of commercial facilities including municipal, higher education, K-12, aquatic/recreational and renovations. Jared is a LEED Accredited Professional and coordinates our LEED® projects. Jared develops and trains project managers on the technical aspects of project management. He has been with Steele & Freeman for 18 years.

EXPERIENCE

| | | | |
|--------------|--------------------|------------------|----------------|
| 2022-Present | VP of Operations | Steele & Freeman | Fort Worth, TX |
| 2015-2021 | Sr. Project Mgr. | Steele & Freeman | Fort Worth, TX |
| 2008-2015 | Project Manager | Steele & Freeman | Fort Worth, TX |
| 2004-2008 | Asst. Project Mgr. | Steele & Freeman | Fort Worth, TX |

KEY PROJECTS

City of Waxahachie City Hall Annex, Waxahachie, TX

New City Hall Annex for the City of Waxahachie. This building will serve the overflow departments from the existing city hall across the street and has a shell space on third floor, retail and covered arcade. The building is designed with similar details to match the character of historical courthouse located down the street. Design by Architexas. October 2021-Spring 2023. Cost: \$14,700,000

City of Waxahachie Fire Station No. 4, Waxahachie, TX

City of Mansfield Police Department Headquarters, Mansfield, TX

City of Arlington Fire Station No. 5, Arlington, TX

A new 10,000 SF LEED Silver three-bay fire station with six dorm rooms, offices, day room, kitchen, and bunker room. Cost: \$3,900,000.

City of Arlington Fire Station No. 9, Arlington, TX

New 12,000 SF building featuring a specialized ventilation system for removing vehicle exhaust fumes from the vehicle bays. July 2010 – June 2011. Cost: \$3,000,000

Tarrant County Juvenile Justice Administration Center, Fort Worth, TX

New juvenile justice center on an existing occupied campus. The new 106,000 SF LEED facility is being constructed on the existing facility's occupied campus and will consist of juvenile housing and courts. The 70,232 SF of new courts will hold five court rooms, each with a secure detention holding in the back of each room. The housing area of the building provides additional office spaces for Fort Worth ISD classrooms and administration staff, supervisor offices, multipurpose areas,

*Projects in red are CMAR. All
CMAR projects include exten-
sive pre-construction services.*



Jared Jones, Vice President of Operations (cont'd)

sleeping rooms, day rooms, recreation spaces and additional office spaces for administration staff.
Cost: \$41,300,000

City of Roanoke Recreation Center, Roanoke TX

New 32,000 SF recreation center complete with gymnasium, aerobics room with bamboo floors, two racquet ball courts as well as fully furnished exercise room. The first floor also had a separate area for child care complete with restroom facilities. Men's and women's gang restrooms with three showers each. This building had an elevator to the second floor which had two meeting rooms, a game room and observation windows for the racquet ball courts, as well as access to the elevated walking track. December 2004-May 2005. Cost: \$3,700,000

Tarrant County Northwest Subcourthouse, Fort Worth, TX

New 53,000 SF three-story courthouse LEED Gold. Cost: \$13,421,573

Tarrant Regional Water District Engineering Annex, Fort Worth, TX

New 26,000 SF LEED Gold Certified headquarters. Cost: \$8,522,006

Crowley ISD June W. Davis Elementary School, Fort Worth, TX

New 96,342 SF elementary school constructed with a steel frame, load bearing masonry, fully suspended crawl space, and a geo-thermal mechanical system with the first permitted ICC 500 Storm Shelter in Fort Worth. April 2018-August 2019. Cost: \$25,169,004

Crowley ISD Bill R. Johnson CTE Additions & Renovations to existing school, Crowley, TX

New state-of-the-art 210,000 SF CTE Center and renovations at the Bill R. Johnson CTE while that building is still occupied. Steele & Freeman pre-construction staff provided extensive constructibility analysis working with the civil designer on building positioning and foundation structure enabling a **savings of more than \$875,000** which would have otherwise been required to buy 70,000 CY of fill dirt. We also located 80,000 CY of fill dirt for use on the project free of charge. Our clash detection **saved approximately \$1,000,000** by uncovering a ceiling height issue which would have otherwise cost the project months in delays. October 2018-July 2020. Cost: \$73,000,000

Crowley ISD District Sports Complex, Crowley, TX

A new central district-wide stadium and field house for Crowley ISD. The new stadium will have an 8,000-seat concrete grandstand and field house will be approximately 11,000 SF. Design by VLK Architects. Cost: \$40,000,000

Crowley ISD District Administration Facility, Crowley, TX

The \$16M administration building will be 50,000 SF. Construction is slated to begin December 2020 and be complete in the spring of 2021 with a duration of approximately 12 months. Design by VLK Architects. Cost: \$16,000,000

Crowley ISD District-Wide Athletics Improvements (Multiple Sites), Crowley, TX

Athletics improvements at Crowley High School and North Crowley High School as well as track resurfacing, new tracks and new canopies as multiple other campuses. Crowley High School included a new baseball field house 4,758 SF, indoor locker renovation 13,810 SF, new football field house 13,838 SF, new baseball batting cage, resurface running track, new field lights and a new restroom building 986 SF. North Crowley High School included renovation and addition to the football field house 14,871 SF, resurface running track. December 2016-November 2017

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LOCAL CAPABILITIES & DEPTH OF RESOURCES



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

We are your home team and North Texas Region is our only region. We have an extensive history of CMAR work in the North Texas market and focus our resources in this area. Over the years CMAR has grown in the volume of our work and now accounts for 97% of our revenue. We have approaching \$3B in CMAR project revenue. **Senior Project Manager Nathan Fritch worked on your Ennis Public Safety Facility** and we are well acquainted with your staff and processes. We are dedicated to using local subcontractors and keeping your community excited about your renovation project. We are currently working for your neighboring municipalities including the City of Waxahachie, City of Mansfield and City of Midlothian. **The bottom line is – we are YOUR team, committed to making you shine for your stakeholders.**

Pre-Construction System Methodology

Pre-construction is prime time for applying our decades of experience to make you and your project a success. We get completely immersed in the project and carefully analyze every aspect of it so we can equip you with tangible insights and innovative strategies to help you make the critical decisions about your project. We work hand-in-hand with your architect to establish a relationship that will help build the team rapport. There is no limit to the number of budgets or estimates we will provide - but that's only part of what we do during this phase. According to architects that work with us, we provide abundant data so you are completely informed and confident with the budget and thus, the project as a whole.

We prefer to work on Construction Manager at Risk projects because it allows us the greatest opportunity to be involved from a project's concept through completion with the most integrated approach which results in the most successful projects. Working in this close relationship creates a holistic team that is proactive and collaborative from day-one throughout the entire process and makes for a smoothly-run project.

Subcontractor Participation

Generating Vigorous Sub Participation – We are highly **proactive in marketing your project to the subcontractor market** because we understand the significant value of having the greatest participation to generate the most competitive pricing for our clients. We take a team approach to soliciting bids. Before we promote the project, our pre-construction and field team meticulously analyzes each scope and gets clarification on all unclear items. **We fully develop each scope** so that we can compare bids in an **apples-to-apples** scenario with nothing left out. Once the scopes are clearly defined, we start with an e-blast to our database, but that is just the beginning. We make phone calls and personal emails to promote the project to our huge existing network. We post the project and plans on our website so they can be found easily. We promote bids on our social media channels. **We follow up with key subs** to be sure they are planning to bid and to answer any questions they may have. Additionally, we host **pre-bid conferences** where subcontractors are invited to meet the estimators and discuss the project. We also host **site tours** so subs can be intimately familiar with the projects. We **pay subs expeditiously** and we keep them **safe on our job sites** which goes extremely far in keeping them **interested and engaged in our projects.**

Assuring Opportunities for Local Vendors

On all CMAR projects, Steele & Freeman works to aggressively promote the project to subcontractors and vendors **in any geographic areas desired by the client**. We actively work to solicit bids from a broad variety of vendors and subs to **provide the best pricing for our clients**. Vendors and subs are carefully selected by the architect, client and our team to make sure we choose the best value work by subs that are qualified and most importantly – have the capacity to do the work on time. We rely on current market data from our other projects as well as other factors to determine the right-fit team. We always give consideration to local subs and vendors as requested by clients.

We normally perform the following with our own forces.

We propose to self-perform these items: **Pre-Construction:** Estimating, budgeting, constructability analysis, subcontractor outreach, bidding, value engineering, project buy-out, project groundbreakings such as ceremonial coordination of hard hats, shovels, sand for a photo opportunity, etc. **Construction Phase:** project management, scheduling, team leadership, safety program execution and inspections, quality program execution and inspections, project accounting and reporting. **Post-Construction:** On-site for a smooth move-in experience, proactive walk-throughs every three months for the first year and responsive to calls 24-7.

Additionally, we are capable and often perform the following on active projects as needed when in the best interest of our clients depending on budget and schedule, particularly as projects reach critical milestones: General and final cleaning, demolition, field engineering and layout, excavation, utilities, backfill, miscellaneous earthwork and grading, erosion control, miscellaneous steel installation, rough carpentry, finish carpentry, door installation, finish hardware installation, miscellaneous specialty installation and various other minor labor tasks. We would propose to bid the majority of work to subcontractors.



Steele & Freeman Differentiators

Refer to our company's Fundamentals on page 38 which detail how we work with you, the design team, program manager, our internal team and subcontractors. We believe this is one of our **greatest differentiators** from our competition. We are all on-board with our Fundamentals which means we work together to make each project smooth, meaningful and rewarding for each person involved.

Reasons To Choose Steele & Freeman

- We treat you like family
- Municipal facility experts
- Can-Do spirit
- Goal of finishing early and under budget for your benefit
- Virtual construction
- Immense pre-construction services at no cost!
- Community outreach and communications

Ideal Match

- Public client specialists
- Public safety expertise
- Stellar references – please contact them!
- Aligned values - refer to ours on page 38

The bottom line

- We have all the right experience and we are ready to start pre-construction immediately.
- History of finishing ahead of schedule and under budget.
- We are a local team and that means we will give 110% to be sure that the project is successful
- Most importantly, is the way we treat you from day one and long after the project completes. Once you are a client – you are always a client and part of our family.
- We put your satisfaction above profits or monetary gains. We do this by leveraging our 23 Fundamentals that are located on page 38.
- Impeccable safety record for over 20 years.
- Community outreach and communications support at NO COST.
- Dedicated post-construction (warranty) manager Darin Whitlock available 24/7.



PUBLIC SAFETY FACILITY

CITY OF ENNIS



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

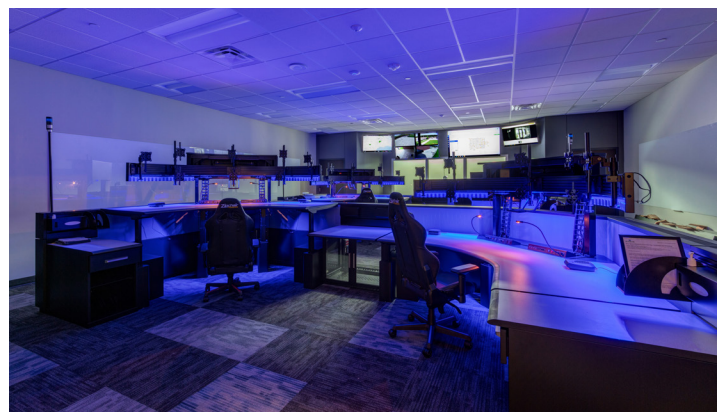
LOCAL PROJECT

| | |
|-------------------------|--|
| TYPE: | New |
| SIZE: | 38,000 SF |
| ORIGINAL BUDGET: | \$12,895,540 |
| FINAL COST: | \$13,044,859 – due to owner requested scope additions including upgrades to road and water utilities near the site. |
| CONTRACT METHOD: | CMAR with GMP |
| SCHEDULED NTP: | April 2019 |
| CONTRACT COMPL.: | September 2020 |
| ACTUAL COMPL.: | June 2020 - Three months ahead of schedule! |
| CLIENT: | City of Ennis , David Anthony, Capital Projects Manager, 972-875-1234 danthony@ennistx.gov, 1700 W Lake Bardwell Dr, Ennis, TX 75119 |
| ARCHITECT: | RBDR Architects, David Wright, Partner, 254-776-8380, dwright@rbdrarchitects.com, 913 Franklin Ave #100, Waco, TX 76701 |

Steele & Freeman was the construction manager on a new 38,000 SF Public Safety Facility for the City of Ennis. The new joint facility was built on a site of approximately seven acres and consisted of both a police station and separate fire station design. The four-bay fire station features high efficiency air exhaust and state-of-the-art communications and overhead door systems. All areas have low maintenance, easy to maintain floors and surfaces that include scratch and scuff resistance. The project also included public parking for 25 vehicles and 52 secured employee parking spots.

The police station has offices for police administration, a 911 Dispatch Center, property/evidence management, holding cells, break rooms interrogation rooms, conference rooms, a secure holding facility, sally port, bathrooms, locker rooms, showers, training room/emergency operations center that seats 40 and an instructor/training/AV space. The fire station has four living training and work spaces, six unisex living/sleeping areas, four private restrooms/shower facilities, and a full kitchen. The station also includes storage areas for specialized fire and EMS equipment.

Due to meticulous scheduling done by your proposed Senior Project Manager Nathan, this project finished three months ahead of schedule and \$600,000 under budget - even with added scope requested by the owner. The full savings was credited back to the owner.



FIRE STATION NO. 1

CITY OF MIDLOTHIAN



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

LOCAL PROJECT

| | |
|---------------------|--|
| TYPE: | New |
| SIZE: | 18,000 SF |
| SCHEMATIC ESTIMATE: | \$7,090,379 |
| ORIGINAL BUDGET: | \$7,200,000 |
| FINAL COST: | \$7,028,000 – due to added scope. Owner opted to use \$172,000 in savings we generated during construction to benefit the project. |
| CONTRACT METHOD: | CMAR with GMP |
| SCHEDULED NTP: | May 2019 |
| CONTRACT COMPL.: | August 2020 |
| ACTUAL COMPL.: | August 2020 |
| CLIENT: | City of Midlothian, Chief Dale McCaskill, Fire Chief, 972-775-7661, dale.mccaskill@midlothian.tx.us, 1900 W Main St, Midlothian, TX 76065 |
| ARCHITECT: | Brinkley Sargent Wiginton, David Edney, AIA, Director of Operations/Senior Associate, 972-960-6670, dedney@bsw-architects.com, 5000 Quorum Dr #600, Dallas, TX 75254 |

Steele & Freeman recently completed a new 18,000 SF fire station for the City of Midlothian. The new fire station replaced their original out-dated Fire Station No. 1. It consisted of four drive-through bays with a high efficiency air exhaust and state-of-the-art communications and overhead door systems. The fire station included sleeping and living quarters for EMS and fire staff, offices for EMS and traditional support spaces associated with fire stations. The fire station has many energy efficient features such as VRV air conditioning and sustainable products such as LED lighting.

The one-story fire station has a mezzanine and displays an antique fire engine within the building, a feature that the City of Midlothian included to pay homage to their history and make their new fire station unique.

The masonry building was constructed with brick details matching the city's historical buildings in the area.

Steele & Freeman played an integral part of the team and developed estimates and value engineering through the pre-construction and construction process and provided constructibility analysis and expertise. Our pre-construction services also included developing a schedule, establishing bid

packages, conducting a subcontractor pre-bid meeting and receiving and analyzing sub bids.

The \$172,000 of project savings generated by the construction team was credited back to the owner. The project savings were spent on additional upgrades to the building like the station alerting system.



WAXAHACHIE CITY HALL ANNEX

CITY OF WAXAHACHIE



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

LOCAL PROJECT

TYPE: New & Demo of existing
SIZE: 49,000 SF
CONTRACT AMOUNT: \$14,700,000
CONTRACT METHOD: CMAR
PERCENT COMPL.: 6%
SCHEDULED NTP: October 2021
CONTR./ACT. COMPL.: Spring 2023
CLIENT: Vidaurri Management Group, Jon Vidaurri, Managing Partner, 817-319-3207, jon@vidmg.com
ARCHITECT: **Architexas**, Craig Melde, Senior Principal, 214-748-4561, cmelde@architexas.com

Steele & Freeman is currently in construction on a new City Hall Annex for the City of Waxahachie. This building will serve the overflow departments from the existing city hall across the street and has a shell space on third floor, retail and covered arcade. The building is designed with similar details to match the character of historical courthouse located down the street.

This project was bid in three packages which allowed us to start construction earlier and lock in prices for utilities, concrete and structural steel early on.



POLICE HEADQUARTERS

CITY OF MANSFIELD



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

LOCAL PROJECT

TYPE: New
SIZE: 59,000 SF
CONTRACT AMOUNT: \$30,000,000
CONTRACT METHOD: CMAR
PERCENT COMPL.: Pre-construction phase
SCHEDULED NTP: January 2023
CONTR./ACT. COMPL.: June 2024
CLIENT: City of Mansfield, Police Chief Tracy Aaron, 817-804-5782, tracy.aaron@mansfieldtexas.gov
ARCHITECT: BRW Architects, James Hamilton, AIA, Project Manager, 214-528-8704, jhamilton@brwarch.com

Steele & Freeman is currently in the pre-construction phase on a new police headquarters facility for the City of Mansfield.

The new 59,000 SF headquarters will provide an updated facility for police officers to continue the excellent service they provide to their community in a more efficient building. The scope of the project includes a community room, lobby, reception area, multi-purpose room, conference center, interview rooms, records room, property and evidence workstations, processing, crime lab and fitness area.



FIRE STATION NO. 4

CITY OF WAXAHACHIE



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

LOCAL PROJECT

TYPE: New
SIZE: 13,000 SF
CONTRACT COST: \$8,300,000
CONTRACT METHOD: CMAR
PERCENT COMPL.: 4%
SCHEDULED NTP: April 2022
CONTR./ACT. COMPL.: March 2023
CLIENT: City of Waxahachie, Fire Chief Ricky Boyd, 214-463-9335, RBoyd@waxahachiefire.org
ARCHITECT: RBDR Architects, David Wright, Partner, 254-776-8380, dwright@rbdrarchitects.com

Steele & Freeman is currently constructing a new fire station for the City of Waxahachie.

The new 13,000 SF building will allow the Waxahachie Fire Department to respond to emergency calls quicker and continue to efficiently serve their growing community. The new station will also have room available for a future expansion and will be a station providing long-term safety to Waxahachie's fire department.



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APPROACH & METHODOLOGY



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

General Project Approach

Your project is about you and your end user – we provide the leadership, strategy and expertise to make your vision happen. We are **your team of construction experts**. Our job is to do whatever it takes to **make YOU and your project successful**. We are an engaged partner and collaborator to the entire team from you and your design team to the subcontractors.

On time and on budget? That's a minimum. Achieving WOW-factor is a challenge that excites us. Wow-factor is achieved through a daily service interactions that far exceed expectations.

Goals

Your **project will be enjoyable and rewarding** for everyone involved. You will be proud of the project. Upon completion, relationships between the entire team will be stronger. To finish early and have savings that we can return to you.

How We Do It

We have 23 Fundamentals that empower our team members to go above and beyond for you. All of our Fundamentals are detailed on the following page. Here are some of the Fundamentals that will be most obvious to you as we work together on your project:

- Be a Leader
- Be the Expert
- Do What's Best For the Owner
- Deliver Legendary Service
- Do the Right Thing Always
- Respond with Urgency

Our Pre-Construction is a lot More Than Budgeting

We advise you every step of the way through pre-construction with **meticulous analysis of plans and hyper-detailed estimates to equip you with insights and strategic solutions**. We build your project virtually to detect potential clashes that could otherwise derail your project's schedule and budget. We actively market your project to our subcontractor network in person, electronically, by telephone and even on social media so you get the **most competitive bids for your project**.

Team Relationship with the Owner and Architect During Design and Construction

Steele & Freeman's approach to the Construction Management (CM) team relationship is based on being a fully integrated part of the team, which is predicated on building strong relationships with our partners. We act with integrity. Our philosophy of Construction Manager at Risk project delivery is that we work solely as our client's advocate. We have a serious fiduciary responsibility to the Owner and we have developed a financially transparent method of doing business as a CMAR to keep you informed. We are your advocate and steward from the moment we undertake leadership of your project. This results in an **enjoyable and rewarding experience for everyone involved**. **We don't want to merely meet your schedule and budget – we bend over backward to deliver wow-factor**. This is all rooted in our 23 Fundamentals that guide every interaction, decision and project.

We set goals as a team and work to support the architect for the benefit of our clients as an added measure to be sure the design intent is carried through in construction and meets the programming needs of the client, to the highest quality the budget will allow.

APPROACH TO CLIENT SERVICE



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

The Steele & Freeman Way describes the values, behaviors, principles, and practices that are the *foundation of our unique culture*. Our 23 Fundamentals that follow explain how we relate to each other, our clients, partners and vendors. They define who we are, and what drives our extraordinary success.

1. SACRIFICE EVERYTHING FOR SAFETY. Safety is paramount and must always come first. Know and practice all safety procedures every minute of every day. Educate others and be tirelessly vigilant about safety for every person. *Never* take shortcuts that compromise safety.

2. EMBRACE A “CAN DO” SPIRIT. Be positive. Take the lead to make things happen. Respond to every situation by looking for how we *can* do it, rather than explaining why it can't be done. Be resourceful and show initiative. Don't make excuses or wait for others to solve the problem. Make the most of each day by approaching every task with energy, focus, purpose, and enthusiasm.

3. DO THE RIGHT THING, ALWAYS. Demonstrate an unwavering commitment to doing the right thing in every action you take and in every decision you make. Always be honest, no matter the consequences. Own up to mistakes and make it right immediately.

4. DO WHAT'S BEST FOR THE OWNER. In all situations, do what's best for the Owner. We are their stewards and advocates. See the world from their perspective. Put their needs ahead of our own. There's no greater way to build a reputation than to steadfastly do what's right for others every day.

5. TEAM, TEAM, TEAM. It's not about you. Always be there for your team members and be willing to step into another role to help. Collaborate – don't let your ego or personal agenda get in the way of doing what's best for the team. Every member of the team is important.

6. COMMUNICATE EFFECTIVELY. Know your audience. Use effective explanations to set a tone and create

an impression. Pay attention to every interaction – whether a conversation, phone call, e-mail, letter, or voicemail. Be sure you're setting a tone that's professional, warm, and helpful.

7. WORK THE PLAN. Be organized and intentional with your schedule and work plans for maximum efficiency. Solve problems before they happen by anticipating future issues, planning for contingencies, and addressing them in advance. Preventing issues is always better than making corrections.

8. HONOR COMMITMENTS. Do what you say you're going to do, when you say you're going to do it. There's no better way to earn people's trust than to honor your commitments and obligations. This includes being on time for all phone calls, appointments, and meetings.

9. FAMILY IS EVERYTHING. While your career is important, your family is even more important. Don't miss any opportunity to be there for your family. Placing a high priority on your family will make your life happier and healthier. *Family is not an important thing. It's everything.*

10. BE EXCELLENT. Demonstrate a passion for excellence and take pride in delivering quality. Innovation, improvement, and success don't come from mediocrity. Good is *not* good enough. Always ask yourself, “Is this my best work?”

11. RESPOND WITH URGENCY. Respond to questions and concerns immediately – whether it's in person, on the phone, or by email. Demonstrate your willingness to take the lead in finding a solution. This includes simply acknowledging that we got the message and we're on it. Keep those involved continuously updated on the status.

12. RIDE FOR THE BRAND. We are successful because of people like you who have been dedicated to our work. You are an ambassador of the Steele & Freeman family. Continue our legacy and enhance our reputation. Represent our brand with pride and honor.

13. BE A LEADER. Don't just manage – lead! Be proactive, not reactive. Coach, guide, teach, and mentor others. Inspire others through your own positive example.

14. DELIVER LEGENDARY SERVICE. Create the “WOW” factor that turns clients into raving fans. It's all about the experience. Make your Owner, design team, and subcontractors want to work with you again. Create loyalty. With every experience, do the little things, as well as the big things. Make every interaction stand out.

15. PRACTICE BLAMELESS PROBLEM SOLVING. Be relentless about creating solutions. Don't point fingers or dwell on problems. Identify lessons learned and use them to improve ourselves and our processes so we don't make the same mistake twice. Learn from every experience.

16. PAY ATTENTION TO DETAILS. Be diligent about accuracy and precision. Missing just one detail can have an enormous impact on a job. The goal is to do it *right* the first time. Create clarity to avoid misunderstandings and discuss expectations upfront. Inspect what you expect.

17. INVEST IN RELATIONSHIPS. Our business is built on trust and trust is built on relationships. Make smart decisions that enhance long-term relationships and repeat business. Strong relationships enable us to more successfully work through difficult issues and challenging times.

18. BE RELENTLESS ABOUT IMPROVEMENT. Regularly evaluate every aspect of your job to find ways to improve. Embrace change and don't be satisfied with the status quo. Guard against complacency.

19. LISTEN! Listening is more than simply “not speaking”. Be present and engaged. Minimize distractions. Suspend your judgment and be curious to know more, rather than jumping to conclusions. We make better decisions when we consider multiple perspectives.

20. SPEAK STRAIGHT. Say what you mean honestly and tactfully. Be courageous enough to say what needs to be said. Address issues directly with those who are involved or affected. Be willing to ask questions, provide constructive criticism, or raise issues that may cause conflict when it is necessary for team success.

21. BE THE EXPERT. Learn everything that you can about every aspect of your project. Be willing to learn from everyone involved to help build your knowledge. Our Owners rely on us for our expertise. Utilize your knowledge to guide the team.

22. SHOW MEANINGFUL APPRECIATION. Recognize people for doing things right. Regularly express meaningful acknowledgment and appreciation – in all directions throughout the team.

23. KEEP THINGS FUN. While our passion for excellence is real, remember that the world has bigger problems than the daily challenges that make up our work. If you love what you do and have fun doing it – you'll never work a day in your life. Don't take things personally or take yourself too seriously. Laugh every day.

About our 23 Fundamentals

Steele & Freeman is a company driven by values. We hire our team members based on like-minded values and we live out those values as a team each day. In 2017, we decided to formalize our values – not as a marketing piece but to ensure our practices are understood to the fullest extent possible and implemented. As we embarked thoughtfully on this journey, we found it difficult to narrow our fundamental values down to just five or six key words. We realized that our values are far more than buzzwords – they are our fundamental principles that shape our culture, and guide our work and relationships each day.

Leaders from throughout our company gathered in multiple work sessions to explore and define what makes us unique and the principles and behaviors that have set us apart and made us successful. We call these 23 fundamentals, The Steele & Freeman Way. We are proud of our 23 Fundamentals and believe they will convey what is truly unique about us as a team and the way we work.



Team Approach to Construction – Our CM team is involved with the pre-construction and procurement phases of the project. All members of the project team are involved in the constructability review as well as establishing the scope for the project. They are also included in assembling the final GMP.

Our Team – **The estimating team fully integrates the pre-construction process with the field team led by Superintendent Guy Johnson, Senior Project Manager Nathan Fritch, Project Manager James Elliott and Assistant Project Manager Trenton Eberhart under the direction of Scott DePauw.**

CM Process – Once the bidding process is complete and the GMP has gone through its formal approval process, the CM team, pre-construction team and the field team will review the scope, cost and schedule for the entire project. This is our kick-off for the CM team. Clarifications developed in the pre-construction and procurement phases are discussed in detail with the entire team.

The CM team will establish a kick-off meeting with the Owner's representative and architect prior to the start of construction. This meeting will review and discuss each team member's role during construction. The flow of information to all parties is established so that the Owner and architect are included in the production progress during construction. This allows the Owner to be a part of the team and assist with any clarifications that may be needed.

Prior to beginning any work, the CM team will host a pre-construction meeting with every major trade. The Owner and architect are invited to participate in this process. This meeting will review the scope of work with the subcontractors and their site personnel. We will review all safety requirements, schedule and quality control measures. By the time the subcontractor leaves the meeting they will have a clear understanding of our expectations for their work on this project. These meetings are integral to our Quality Management Program.

Documentation – The CM team will develop and maintain submittal logs, Request for Information (RFI) logs, Architectural Supplemental Instruction (ASI) Logs and Proposed Change (PC) Logs at the beginning of the project. The logs are updated and maintained at all times during the construction phase of the project. These tools are used to communicate with the Owner and architect. We track the information and see which ones are high priorities and assist in expediting the information to the field.

We take pride in the continual advancement of our internal operational technologies. Our process utilizes tools such as Viewpoint Fieldview and Team to efficiently handle submittals, requests for information, and contracts.

The CM team will provide a full range of submittals for the products and materials to be used in the project. This will be approved by the architectural team and the Owner as required. The approved submittals are returned to the field management team as well as the associated subcontractors.

Materials – Once the material submittals and shop drawings are returned to the trades, the CM team develops a delivery schedule for the materials based on the project schedule. This process allows the CM team to identify the long-lead items and when they can be available for the project. A material delivery schedule is developed and then tracked as the project progresses.

The CM team verifies that the products designed and submitted are approved and installed appropriately. We monitor this through the Steele Freeman Quality Control Program. Our quality control process includes a checklist that the field management team uses to verify products are installed per the contract documents. This information is shared with the Owner and architectural team.

Schedule and Subcontractors – The CM team updates the construction schedule on a weekly basis. These updates are condensed into a three-week look-ahead schedule that is distributed at the weekly subcontractor meetings. Mandatory subcontractor meetings are held on site weekly with the CM team and the subcontractor representatives. The updated schedule and construction progress is reviewed in detail. Current issues are reviewed and coordinated between all of the trades. This assists in making sure the work flow between the trades progresses efficiently. These meetings include review of the safety plan, inspections, as well as any infractions that need to be corrected. We review the quality control checklist to see if there are any ongoing issues with the trades. By identifying the quality control issues during construction we can reduce the punch list at project completion resulting in a more efficient close-out.

Owner/Architect/Construction (OAC) Meeting – These meetings are held at intervals as designated by the project team. These can be held weekly, bi-weekly or monthly depending on the progress of the construction. The meetings are the platform that allow the Owner, architect and construction manager to review ongoing issues with design, cost, safety and construction progress. The meeting agenda reviews the outstanding submittals, RFI's, proposed cost changes, updated schedule and quality issues that need to be resolved. The design team and the Owner's representatives are critical to the success of the project. Their participation allows for open communication to identify the challenges and provide viable solutions throughout the construction of the project.

Field Management – During the major construction activities of the project, the CM team will utilize Viewpoint Fieldview and Team which will house an electronic document library for the entire project. All submittals, RFI, ASI's and contract documents are loaded on the system from the beginning through the end of the project. This information is accessed through a PC or iPad by the subcontractors and Owner's representative as needed. The entire team may post issues they see when performing site inspections. Those items can then be assigned to those trades and notified via email that they have an issue to be corrected. This system also has our quality control checklist that the field personnel fill out during each phase of the project depending on the current task in the field.

Subcontractor Accountability – Prior to final completion of the project the SFI management team will develop a construction punch list in Viewpoint Fieldview. This list can be accessed electronically by the Owner as well as the architect when developing their punch list for the project. The items created under the construction punch list have already been assigned and limit the duplication of the same items by the Owner and the architect. These efforts are done prior to the final turnover of the project and prior to subcontractors demobilizing from the project. Our goal is to make sure the trades are held accountable and correct the items to the project team's satisfaction.

The CM team reviews all pay applications and costs associated with the project during construction. This information is then assembled into the monthly pay application that is submitted and approved by the architect and Owner. The schedule of values is developed based on the breakdown provided by each trade. Our CM team will verify that the subcontractors are in good standing with their vendors and have paid their bills. Any pending change orders are vetted and reviewed by the team. We want to make sure that the percent complete shown on the pay application is accurate in relation to the completed work in the field. If discrepancies are found, we hold the subs accountable and require them to revise their pay applications and change orders.

Financial Transparency – During construction, accounting is tracked through the pay applications, where each line item clearly shows all changes broken out. All cost information during design and construction is provided to our client and architect. It is our job to provide this information in a simple-to-track, financially transparent format that enables our client to understand and use the information.

Each Owner-requested change is priced and documented, then approved by the Owner and architect before being placed as a line item in the pay application. The same process is used for withdrawals from the contingency, each item is priced, approved, and placed on the pay application.

Leading Edge Technology – We utilize a holistic technology ecosystem with the purpose of delivering an efficient, quality project through seamless communication.

One of our tools that has the greatest quantifiable value is our design coordination performed utilizing virtual construction at the 95% construction documents phase. We propose to use virtual construction to coordinate design in order to synchronize all building services (HVAC, mechanical piping, plumbing piping, fire protection and electrical systems) with other disciplines making up the building structure, fabric and external envelope (structural steel, concrete, drywall, etc). All of our design coordination work is created in a 3D environment for all the disciplines. By creating a virtual 3D model we are able to offer many advantages to our clients:

It allows us to ensure that there are no clashes (this can be validated easily using clash detection software tools).

- It allows us to model and represent all key components
- (unlike 2D CAD drawings) and therefore, ensures that spatial issues are addressed before being constructed on site.
- Prevents site-based delays and disputes as all services have already been proven to work within the building.
- Allows for ease of communication as the 3D model can be viewed and walked through easily for demo, review, value cost options, or quality control purposes by the construction trades.
- Faster approval / sign off (compared with 2D drawings alone, the 3D model allows our clients to view detailed areas in a 3D environment).
- Prevents site-based delays and disputes as all services have already been proven to work within the building.
- Using virtual project planning and 3D modeling to reduce delays in project completion and streamline the build process.

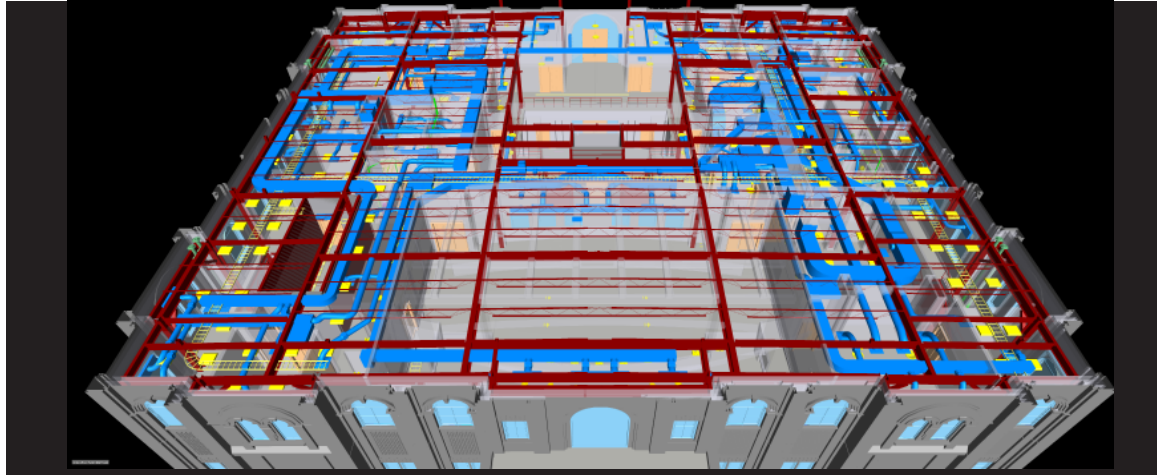
Streamline with the use of weekly design review meetings to address conflicts early on to save both time and money.

By using the latest 3D MEP (AutoCAD MEP Fabrication), modeling software (Revit MEP), and clash detection technology (Autodesk Navisworks) for building services coordination, we are able to verify that our spatially coordinated trade models are constructible as well as the structural and architectural elements within a building are maintained.



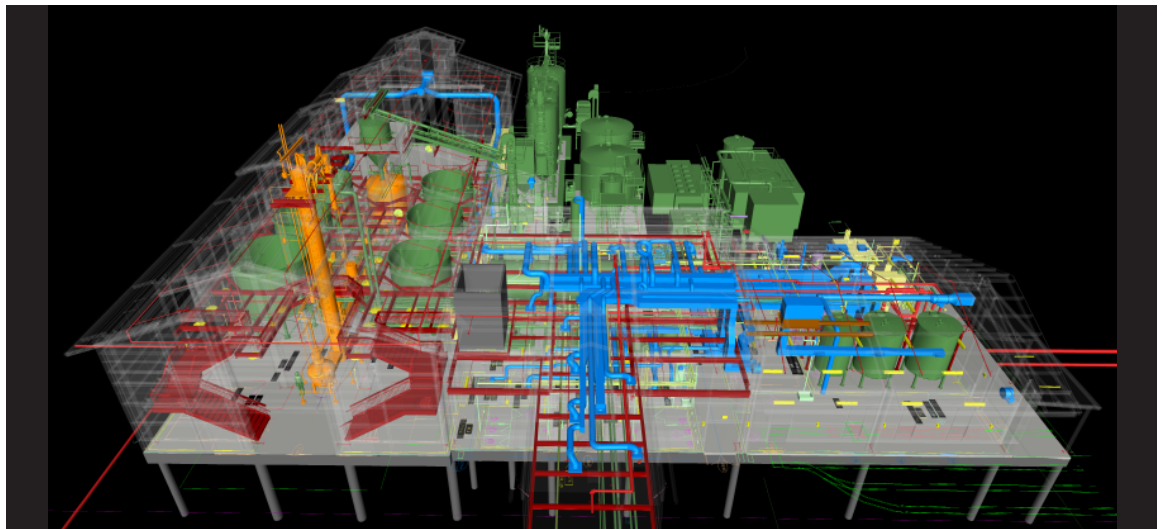


STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS



EXAMPLE: Roanoke City Hall

At Roanoke City Hall (pictured above), a new two story, 30,000 SF City Hall. Key features of the City Hall include cast stone accents, extensive millwork accents, and 10' tall ceilings. By utilizing the design coordination process we were able to identify that the interstitial space at level two was extremely limited for the MEP trades which resulted in the ductwork fire protection, and cable tray to be below the ceiling. By working with the design team early in the process, the building height was increased to allow for adequate plenum space for the MEP systems.



EXAMPLE: Glen Garden/Whiskey Ranch

At our Glen Garden Conversion project (pictured above), early in the design coordination it was identified that the foundations and the pre-engineered metal building had alignment and size conflicts. Due to this early coordination, the foundations were corrected without affecting schedule and causing unnecessary rework. Towards the end of the process the owner was able to virtual walk through the building to see what the key areas would look like and identify any concerns. This process resulted in adjusting several piping systems behind a screen wall to allow the space to be visually appealing.

Not only does our design coordination prevent costly issues down the road, it proactively saves time because fabrication can accurately and reliably be complete even on complex and intricate duct work and steel pieces accelerating our projects.



Methods for Cost Estimating

Our estimators are well-versed in value engineering, and our subcontractor partners know they will be asked to generate ideas and savings throughout the project. With each budget we incorporate more value engineering strategies. We have a long history of exploring ways to reduce costs during the design phase.

Our proven method of exploring all ideas then preparing a “shopping list” to share with the entire team to make value-based decisions has saved our clients millions of dollars. Savings identified during design will be rolled into the Guaranteed Maximum Price (GMP). Once the GMP is established, and as the project progresses into construction we continue to look for ways to reduce costs and will bring new ideas to project meetings. As savings are generated, they accrue in the contingency accounts, each as a separate line item. **All unused contingency, savings and allowances are credited back to the Owner.**

Estimating Capabilities – We incorporate the latest 3-D estimating software available today. We generate detailed quantity estimates including earthwork, underground utilities, concrete, masonry, steel, carpentry, roofing, drywall, finishes and all other scopes. We use OST for quantity takeoffs and Prime Bid for bidding. The level of detail we provide is something many of the architects we work with say they just do not get from other construction managers.

During pre-construction, we use BIM software, Revit and NavisWorks in tandem. We obtain accurate quantities in half the time a typical estimating system would use. This benefits our clients on our CMAR projects, where our responsibility to the pre-construction process and the team is to provide fast, accurate estimates to successfully keep the project within budget at all times. Our pre-construction experts run architectural models, which constructs a building in 3-D in conjunction with running an animated timeline for each project using the construction schedule to determine project requirements at any given time.

Another important capability of BIM is the ability to run clash detection. Our pre-construction team initially runs clash detection at the Design Development milestone in order to alleviate design conflicts and finalize structural design at a very early stage. A second clash detection is run during construction, as part of submittal review and approval.

During construction, additional clash detections are run at the shop drawing stage. We obtain 3-D drawings from M/E/P and fire protection subcontractors as part of their submittal package. Each set of shop drawings can be overlaid one more time, which allows us to resolve all remaining conflicts with the design team. Building Information Modeling means real-time information is available at any time in the project. This helps us provide real value to our clients by “building the project in 3-D” before it is actually constructed and provide field solutions as construction continues.

Our vast experience in similar projects allows us to forecast realistic estimates utilizing historical cost from completed projects giving a greater level of detail for the project team to make the hard decisions.

We believe this service is essential to delivering a successful project and is integral to the design and construction stages. This same philosophy carries through to our approach to running estimates at various stages in the project development. **We are here for you no matter how much effort is asked of us.** We can run as many estimates and explore as many construction options, systems, techniques, etc. as necessary to allow for the Owner and architect to make value-based decisions.



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

On a typical project, we provide complete, detailed estimates at schematic design, design development, various stages of construction document development, and for the final GMP.

Value Opportunities

Our estimators are well-versed in value engineering, and our subcontractor partners know they will be asked to generate ideas and savings throughout the project. With each budget we incorporate more value engineering strategies. We have a long history of exploring ways to reduce costs during the design phase.

Our proven method of exploring all ideas then preparing a “shopping list” to share with the entire team to make value-based decisions has saved our clients millions of dollars. Savings identified during design will be rolled into the Guaranteed Maximum Price (GMP). Once the GMP is established, and as the project progresses into construction we continue to look for ways to reduce costs and will bring new ideas to project meetings. As savings are generated, they accrue in the contingency accounts, each as a separate line item. **All unused contingency, savings and allowances are credited back to the Owner.**

EXAMPLES:

Kaufman Police Administration & Municipal Complex

Steele & Freeman helped keep the project on track by proactively building a flex road around parts of the building where there was abundant dirt that would have otherwise created a deep muddy path on which work on masonry, framing, envelope and glazing would not have been possible after spring rains. With our flex road around the project, work continued despite extraordinarily heavy rains at the site – saving over 30 days of labor that would not have been possible with the amount of rain that fell.

The Colony Fire Station No. 4

We have provided opportunity to save **\$291,533** from The City of The Colony’s original budget due to SFI’s project team providing cost effective alternatives for building doors, fencing options, flooring, wall finishes, metal framing, and security.

Trophy Club Police Administration and Municipal Complex

On the Trophy Club Town Hall project our team provided the client the opportunity to save **\$123,000** by using alternative canopies and Polyguard Airluk Flex VP to cut down on budget costs.

Granbury Police Department

On a project with water issues, Senior Cost Analyst Blair created 18 foundation models. In addition, he meticulously calculated the costs and evaluated schedule impacts and risk factors for each of the 18 models, so he could generate a solution and endorse it. He identified a solution using auger-cast piers over belled piers which are less dependable in tandem with a slab-on-grade foundation set on lime-treated fill. The structural engineer also endorsed this plan and it was selected by the client.

Crowley ISD CTE

The building was initially planned in the center of the site in a flood zone. The original plan was to import a tremendous amount of costly fill dirt to level the site. We saw an opportunity to not only save money and time, but also to provide a crawlspace foundation which would be valuable for the longterm building maintenance.

We worked closely with the civil engineer to creatively overcome flood zone issues through positioning and by using a crawl space foundation with a decking system which combined saved nearly **\$770,000** by reducing the amount of costly imported fill dirt and saved time by replacing part of the earthwork scope with the deck system installs very quickly.



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

Methods of Scheduling

Each project, beginning with conceptual design and ending with completed construction, is scheduled and tracked with CPM scheduling. This schedule is updated weekly and is always available for review. We establish a pre-construction schedule, a preliminary progress schedule and if necessary a phasing schedule during the design phase. These CPM schedules link all activities to show the impact of failing to meet a milestone date and serve as an excellent communication tool to verify that all parties are working toward the same goal.

In creating the project preliminary schedule we will research the plans and specifications and create a list of the project activities and arrange them in order, utilizing the Critical Path Method (CPM). We do this using our Phoenix scheduling to provide a schedule identifying the critical path of the construction activities.

We then identify the critical milestones for deliveries. Expediting the submittals for long-lead items can help shorten our duration by weeks. We work with the architect and Owner to determine specific needs with all materials, and we will propose alternate materials or methods to circumvent issues during the early part of the design.

Duration for the individual activities is then established based on quantities, manpower and work area constraints. During this process we also identify the sequencing of the phased areas. We also identify the critical submittal durations, final testing and inspection activities. On all projects we schedule the work activities, then back-in the submittal process and material procurement so we can pre-purchase and make ready before the actual construction start. This approach reduces project costs and duration and also minimizes disruption to the Owner.



CMAR Management Philosophy

We prefer to work on Construction Manager-At-Risk projects because it allows us the greatest opportunity to be involved from the concept through completion and the most integrated approach that results in the most successful projects. Throughout this process, we help foster a strong team relationship with you as the Owner and client, and the entire design team. Working in this close relationship creates a holistic team that is both proactive and collaborative from day-one throughout the construction process and makes for a smoothly-run project.

Our management philosophy for the CMAR delivery method is simple and has been tested on hundreds of projects over the last 42 years. We work as a collaborative team player and leader on our projects driving them to successful completion with the intent of exceeding the expectations of our clients and the architects with whom we work. We are dedicated not just to safe and successful projects, but to developing lasting relationships with our clients and their architects. We act with integrity. We work as our clients' advocate because we understand our serious fiduciary responsibility to each client and their stakeholders. Over the years of helping our clients answer to elected officials and taxpayers, this has helped us to develop our financially transparent method of doing business as a CMAR.

We set goals as a team and help the architect create a design that provides our client with the end product that best meets their programming needs, with the highest quality the budget will allow. The goal for the entire team of Owner, architect, and construction manager is to build a high-quality building that will withstand the test of time.





Open Books

Our “Open Book” SFI Method of CMAR keeps clients coming back to Steele & Freeman. Our unique method means we share all financial information with our client and their architect. We understand that our public clients have to be good stewards of funds entrusted to them by taxpayers. It is our job to provide this information in a simple-to-track, financially transparent format that enables our client to understand and use the information.

Steele & Freeman is known for being able to keep all projects within budget at all times, including fast-track projects involving multiple bid packages. The firm’s reputation for building just the right amount of money into the budget helps our customers by knowing the project will complete within budget, and as savings are forecasted the client is able to spend savings on Owner’s Betterment if that is a project goal.

It is extremely important that we stay within budget at all times so that our client can report to the taxpayers, that each project is within budget. During the design phase of a project, we submit the following items to our clients and architect partners:

- Bid tabulation spreadsheets of subcontractor and supplier quotes, material take-off estimates, labor take-off estimates, computer-generated estimates and computer generated “bid day” runs. The information is checked and rechecked by our estimating team using a checklist developed early in pre-construction.
- This information can be used to evaluate the inclusions and exclusions of each trade to determine the exactness of the bid estimate.
- This information is made available to the entire project team and is reviewed as a team.

We Operate with Fully Open Books:

- Each of our projects is set up with budgets on our accounting system directly from the bid calculation sheet provided with submission of our GMP.
- These budgets are broken down by cost type (labor, material, equipment, and subcontract) for each item of work.
- All charges and/or invoices related to each project are input to be paid out of a particular job number, type, item code and cost code.
- As payments are disbursed, the actual payments are reflected in each cost code.
- Then with each monthly invoice, we attach the actual computer generated detail cost ledger that corresponds with each item on the pay request for review by our client and the architect, along with copies of subcontractor billings and other applicable information. The information will total with the billing.
- This offers detailed backup for all costs expended on the project through the run date of the report.
- All entries can be further verified by actual invoice or check, if desired.
- Our books are always open to our clients so that our CMAR process is as transparent as possible.
- What this means is that we are providing auditable materials throughout the project.

SAFETY



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SAFETY INCIDENTS
IN > 20 YEARS

Steele & Freeman has a comprehensive safety program which operates “From Concept through Completion.” Safety begins before construction starts.

Accident Frequency – Our safety record speaks for itself.

- Zero incidents involving the public, our clients, or their clients
- Zero Lost Time Hours in over 20 years
- Over 2.3 billion Man-Hours worked with Zero Lost-Time Injuries

OSHA Citations – SFI has had ZERO OSHA citations in the last five years.

Fatalities – SFI has had ZERO fatalities in the last five years.



Fundamental #1:
Sacrifice Everything for Safety.

“Safety is paramount and must always come first. Know and practice all safety procedures every minute of every day. Educate others and be tirelessly vigilant about safety for every person. Never take shortcuts that compromise safety.”

At Steele & Freeman we are continuously focused on “Safety First,” for that of our clients, their customers, and our clients’ employees. Our crews know we value safety; and that we believe there is never a reason to compromise or short cut. We know that our commitment to safety means we are able to hire and retain the best people, because everyone wants to go home safe at the end of the day. We foster an acute awareness of safety on our job sites through leadership, communication, and careful coordination of subcontractors.

All SFI employees, from foremen up to and including project managers and estimators, are trained in the OSHA 10-Hour and 30-Hour Safety Courses, and are certified in CPR and First Aid. Our company safety culture means that we also practice “SBWA” or Safety By Walking Around, where all employees are continually on the lookout to verify every person on the job site is practicing safety.

We have earned numerous industry safety awards and commendations including 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016 ‘Certificate of Commendation for Safety Excellence,’ 2017 Platinum Level, and 2018 - 2021 Diamond Level safety recognition from the Associated General Contractors of America due to our safety record, which is well above industry standards.

We have an 20-year history of ZERO lost-time injuries. Our EMR is the lowest possible in the industry for a company our size.

| EMR Past Five Years | | | | |
|---------------------|------|------|------|------|
| 2021 | 2020 | 2019 | 2018 | 2017 |
| .76 | .71 | .70 | .66 | .66 |

Our field superintendents will hold weekly safety meetings. Additionally, SFI retains the services of Engineering Safety Consultants (ESC) to conduct bi-weekly inspections of each of our job sites. We also utilize the safety inspection services of TEXO on a bi-weekly basis, opposite the schedule of ESC so that every job site is being comprehensively inspected every week by ESC or TEXO, as well as by our superintendents and general superintendent, Tim Smith. TEXO also provides us with feedback on our safety program.



Unique Features of Our Safety Program

Rather than being rooted in profits or productivity, our safety program is rooted in people and preserving families. Our program works because we have made it deeply personal. While our Fundamental #1 Sacrifice Everything for Safety is directly about safety, Fundamental #9 Family is Everything, is highly meaningful for our safety program and track record. Because we encourage each staff member to be an engaged family member, the subject of family is ever present on the job site. There is no greater motivation to make a job site safe than to consider the person's family without a key member or to a lesser degree their lifetime of earnings. Mike Freeman installed a "Why We Work Safe" board in our home office and each employee posts a photo of their family so everyone can remember those waiting for us to return home safely each evening.

Furthermore, we perform our own daily inspections. We enforce OSHA regulations and have a warning system in place for safety violations by subcontractors. Scheduled and unscheduled safety inspections are conducted by our job site superintendents on a weekly basis in addition to always looking out for safe construction practices. *Our safety program is approximately 60 pages long and is available upon request.*

Sample Safety Measures

- OSHA guidelines are a minimum requirement on our sites.
- All personnel will pass drug screen and background checks in order to be badged for site access.
- All are required to check in at the construction trailer for a safety briefing and to sign in, and be checked for appropriate safety gear.
- All on site are required to wear appropriate personal protective equipment.
- Workers are not permitted to intermingle with students. They will be separated with fences, corridors, etc.
- Daily job hazards will be analyzed and communicated to the client in advance.
- We will work around your operations and flex on an hourly basis when necessary to shift for pedestrian movement, etc.
- Safety is everyone's responsibility. Each person on site looks out for one another to help be sure everyone gets home safely each evening.
- Unsafe behaviors are not tolerated. Disciplinary action including removal from the project are consequences of not following our safety procedures.
- Muster points are assigned in case of emergency and our communications program will commence in the case of an event.

| OSHA 300 Log | | | | | |
|---|---------|---------|---------|---------|---------|
| | 2020 | 2019 | 2018 | 2017 | 2016 |
| Number of injuries and illnesses | 0 | 0 | 0 | 0 | 0 |
| Number of lost time accidents | 0 | 0 | 0 | 0 | 0 |
| Number of recordable cases | 0 | 0 | 0 | 0 | 0 |
| Number of fatalities | 0 | 0 | 0 | 0 | 0 |
| Number of employee direct hire fixed hours worked (rounded to 1,000s) | 156,000 | 131,000 | 130,000 | 110,000 | 113,000 |



POST-CONSTRUCTION



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

Dedicated Post-Construction Manager, Darin Whitlock is available

24
hours a day.

Time is of the essence for addressing, repairing, and resolving warranty issues. Steele & Freeman considers a high-quality warranty system to be critical to an excellent client experience and gaining repeat work. The following process has been refined over many years. The firm's clients deal directly with SFI's warranty technician, who, with his experienced warranty team, provides twenty-four hour response. Speedy warranty issue resolution is extremely important to the company, therefore the warranty team reports to the highest management levels.

In addition, SFI provides proactive warranty service via scheduled quarterly warranty walk-throughs for each completed building, for the first year. This means the warranty team will be walking the building with project staff every three months, with a comprehensive checklist, repairing all warranty items as a part of the firm's Quality Assurance Program. We will always be here to assist you, even after the one-year mark. Darin is the point of contact, but our project teams maintain strong relationships with our clients which has resulted in a high percentage of repeat business.

SFI's Post-Construction Manager Darin Whitlock can be contacted by phone or email.



Darin Whitlock

"...I would like to share my positive experience with Steele & Freeman, who was our Construction Manager-at-Risk on three projects, starting in 2004 with our new 32,000 sq ft Roanoke Recreation Center, then in 2007 with our new 15,000 SF Fire Station #1, and most recently a 23,000 SF Addition/Renovation for our Library and Community Center that completed in 2012.

*For all projects they did an outstanding job with the pre-construction phase especially the budgeting and scheduling. The GMP was within our budget on all these projects. Their cost control during construction allowed us to spend contingency money on additional scope, and all the projects finished within budget and on schedule. **On each project they had personnel who took care of us before, during, and after construction. They were proactive on the warranty items we had, and they took care of issues after the warranty period...**"*

- Cody Petree, Director of Community & Business Development, City of Roanoke



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

Steele & Freeman's Personalized Post-Construction Program

- Warranty request forms are part of project closeout and they can be emailed (or faxed) to our office if our client wants a written record of initial contact.
- Our clients have cell and home phone contact numbers for Darin Whitlock, Post-Construction Manager, available 24/7.
- Our clients already have "their" Project Manager's and Superintendent's contact information including office, cell, and home phone numbers. The project team is available to clients before, during, and after construction and are available 24/7.
- Our main office number can be called.
- There is a warranty request form on our website that, once filled out and the "send" button is clicked, sends to two people: our Executive VP Scott DePauw and our Post-Construction Manager Darin Whitlock.
- We have office, cell, and home phone numbers of not only the subcontractors who performed the work, but trusted subcontractors who might be closer to any given job site and can be sent to fix a problem quickly.
- Subcontractors are notified immediately, with the issue and response tracked daily until resolution.
- If needed, architects, engineers, and clients are pulled into meetings to resolve complex issues quickly.
- "Resolve by" dates are provided. The majority of our warranty issues are resolved within 48 hours.
- Darin Whitlock tracks warranty issues, which are closely followed in real time by upper management: Project Director, Executive VP, and President.
- In addition, our employees schedule four quarterly building walk-throughs during the warranty period.
- This process works and is continually refined.
- Our goal is customer satisfaction.
- Extended warranties are identified and separated in the close-out documents. Extended warranty issues are handled in the same manner as regular warranty requests.

"...I have found that Steele & Freeman is a company that stands behind their word, and work. The projects I have worked with them on have been done in a timely manner with quality construction.

*Steele & Freeman's company and staff have a great reputation in the industry, and my experience with them has shown they are a company that is focused on customer service. The projects I have worked on with them, and my knowledge of other projects they have been involved with has finished on or before the completion date, and they have finished within the owner's budget... In addition to following the plans, and **standing behind their work, SFI has taken care of us on issues that weren't warranty issues, but things that came up well after the warranty period was over and they took care of it right away at no charge.***

Overall, my experience with SFI has been very positive, and I would be happy to work with them on future projects."

– Alf Bumgardner, AIA, LEED AP, City of Arlington Public Works & Transportation

PROJECT OUTREACH



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS



A newly renovated library is very important and exciting to each person that works on it, the community and for those who get to work in it. It can also be special to those that drive by and help pay for the building with tax dollars.

Milestone Celebrations

We are ready to help you host celebrations such as breaking ground, topping out, dedications or ribbon cuttings. Whether socially distanced or virtual, our marketing team, led by Courtney Tate (resume available upon request) is ready to lead or collaborate with your staff to commemorate your project.

Project Tours

Our project team will assist with outreach to your community through leading tours and providing information approved by you.



Groundbreakings - June W. Davis Elementary



Project tours



Topping out - Commemorative beam signing

PROJECT AGREEMENTS & REQUIREMENTS



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

The selected CMAR firm and all subsequent work will be subject to the terms and conditions of a contract that will be executed after selection.

Steele & Freeman acknowledges these terms and is ready to start pre-construction right away!



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FINANCIAL INFORMATION



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

Provide a copy of your firms audited financial statement for the most recent year.

Steele & Freeman, Inc.

Balance Sheets
December 31, 2021 and 2020

| | <u>2021</u> | <u>2020</u> |
|---|----------------------|----------------------|
| ASSETS | | |
| CURRENT ASSETS | | |
| Cash and cash equivalents | \$ 28,398,089 | \$ 20,787,146 |
| Investments | 936,782 | 853,409 |
| Accounts receivables | 34,556,673 | 20,621,077 |
| Contract assets | 7,510,958 | 6,394,788 |
| Prepaid expenses | 135,782 | 65,532 |
| Total current assets | <u>71,538,284</u> | <u>48,721,952</u> |
| PROPERTY AND EQUIPMENT | | |
| Equipment | 176,303 | 160,235 |
| Autos and trucks | 1,205,959 | 922,649 |
| Leasehold improvements | 1,237,798 | 1,188,254 |
| Office furniture and fixtures | 765,301 | 762,101 |
| | <u>3,385,361</u> | <u>3,033,239</u> |
| Less accumulated depreciation | <u>1,894,770</u> | <u>1,807,966</u> |
| Total property and equipment | 1,490,591 | 1,225,273 |
| OTHER ASSETS | <u>203,127</u> | <u>203,127</u> |
| TOTAL ASSETS | <u>\$ 73,232,002</u> | <u>\$ 50,150,352</u> |
| LIABILITIES AND STOCKHOLDERS' EQUITY | | |
| CURRENT LIABILITIES | | |
| Accounts payable | \$ 46,368,787 | \$ 29,306,472 |
| Accrued expenses | 1,177,782 | 2,103,788 |
| Related party payable | 2,000,000 | 2,000,000 |
| Contract liabilities | 557,133 | 1,647,960 |
| Total current liabilities | <u>50,103,702</u> | <u>35,058,220</u> |
| Total liabilities | 50,103,702 | 35,058,220 |
| STOCKHOLDERS' EQUITY | | |
| Common stock; no par value; 10,000 shares authorized; 4,338 shares issued and outstanding | 54,613 | 54,613 |
| Additional paid in capital | 166,430 | 166,430 |
| Retained earnings | <u>23,267,148</u> | <u>15,230,980</u> |
| | 23,488,191 | 15,452,023 |
| Less treasury stock, 163 shares at cost | <u>(359,891)</u> | <u>(359,891)</u> |
| Total stockholders' equity | <u>23,128,300</u> | <u>15,092,132</u> |
| TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY | <u>\$ 73,232,002</u> | <u>\$ 50,150,352</u> |

The Notes to Financial Statements are an integral part of these statements.



Steele & Freeman, Inc.
 Statements of Income
 Years Ended December 31, 2021 and 2020

| | <u>2021</u> | <u>2020</u> |
|---|----------------------|---------------------|
| CONSTRUCTION REVENUES | \$ 233,155,971 | \$ 175,313,929 |
| COST OF CONSTRUCTION REVENUES | <u>220,477,500</u> | <u>167,696,582</u> |
| Gross profit | 12,678,471 | 7,617,347 |
| OPERATING EXPENSES | | |
| General and administrative | 3,589,624 | 3,346,371 |
| Depreciation and amortization | <u>192,007</u> | <u>170,448</u> |
| Total operating expenses | <u>3,781,631</u> | <u>3,516,819</u> |
| Total operating income | 8,896,840 | 4,100,528 |
| OTHER INCOME (EXPENSE) | | |
| Gain on sale of assets | 77,705 | 20,754 |
| Gain on investments | 29,331 | 58,383 |
| Interest expense | (140,000) | (140,000) |
| Interest and dividend income | 61,952 | 86,875 |
| Forgiveness of paycheck protection program loan | - | 1,028,000 |
| Other income | <u>2,971,429</u> | <u>1,957,243</u> |
| Total other income (expense), net | <u>3,000,417</u> | <u>3,011,255</u> |
| Income before income taxes | 11,897,257 | 7,111,783 |
| State income tax | <u>95,089</u> | <u>57,126</u> |
| NET INCOME | <u>\$ 11,802,168</u> | <u>\$ 7,054,657</u> |

The Notes to Financial Statements are an integral part of these statements.



Steele & Freeman, Inc.
 Statements of Stockholders' Equity
 Years Ended December 31, 2021 and 2020

| | Common Stock | | Treasury Stock | | Paid in Capital | Accumulated Other Comprehensive Income (Loss) | Retained Earnings | Total |
|-----------------------------------|--------------|-----------|----------------|--------------|--------------------|--|----------------------|---------------|
| | Shares | Amount | Shares | Amount | | | | |
| BALANCE, December 31, 2019 | 4,338 | \$ 54,613 | 163 | \$ (359,891) | \$ 166,430 | \$ - | \$ 8,666,323 | \$ 8,527,475 |
| Net income | - | - | - | - | - | - | 7,054,657 | 7,054,657 |
| Stockholders' distributions | - | - | - | - | - | - | (490,000) | (490,000) |
| BALANCE, December 31, 2020 | 4,338 | 54,613 | 163 | (359,891) | 166,430 | - | 15,230,980 | 15,092,132 |
| Net income | - | - | - | - | - | - | 11,802,168 | 11,802,168 |
| Stockholders' distributions | - | - | - | - | - | - | (3,766,000) | (3,766,000) |
| BALANCE, December 31, 2021 | 4,338 | \$ 54,613 | 163 | \$ (359,891) | \$ 166,430 | \$ - | \$ 23,267,148 | \$ 23,128,300 |

The Notes to Financial Statements are an integral part of these statements.



Steele & Freeman, Inc.
 Statements of Cash Flows
 Years Ended December 31, 2021 and 2020

| | 2021 | 2020 |
|--|---------------|---------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Net income | \$ 11,802,168 | \$ 7,054,657 |
| Adjustments to reconcile net income to net cash provided by operating activities | | |
| Depreciation and amortization | 192,007 | 170,448 |
| Gain on sale of investments | - | (12,335) |
| Unrealized gain on investments | (29,331) | (53,000) |
| Reinvested dividend income | (54,042) | (17,010) |
| Gain on disposal of property and equipment | (77,705) | (20,754) |
| Forgiveness of paycheck protection program loan | - | (1,028,000) |
| Changes in operating assets and liabilities | | |
| Accounts receivable | (13,935,596) | (6,946,360) |
| Contract assets | (1,116,170) | (3,016,249) |
| Prepaid expenses | (70,250) | 59,659 |
| Accounts payable | 17,062,315 | 5,267,602 |
| Accrued expenses | (926,006) | 1,020,011 |
| Contract liabilities | (1,090,827) | 7,777,197 |
| Net cash provided by operating activities | 11,756,563 | 10,255,866 |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Capital expenditures | (528,206) | (47,803) |
| Proceeds from sale of assets | 148,586 | 490,481 |
| Purchases of marketable securities | - | (482,860) |
| Net cash used in investing activities | (379,620) | (40,182) |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Stockholders' distributions | (3,766,000) | (490,000) |
| Proceeds from paycheck protection program loan | - | 1,028,000 |
| Net cash provided by (used in) financing activities | (3,766,000) | 538,000 |
| Net change in cash and cash equivalents | 7,610,943 | 10,753,684 |
| CASH AND CASH EQUIVALENTS, beginning of year | 20,787,146 | 10,033,462 |
| CASH AND CASH EQUIVALENTS, end of year | \$ 28,398,089 | \$ 20,787,146 |
| SUPPLEMENTAL CASH FLOW INFORMATION | | |
| State income tax paid | \$ 40,133 | \$ 57,126 |

The Notes to Financial Statements are an integral part of these statements.



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

Name and Address of Firm Preparing Financial Statement and Date Thereof:

Weaver, 2821 W. 7th St., Fort Worth TX 76102; December 31, 2021

Banking Reference:

Bank of Texas, Nathan Hoffman, Senior Vice President, 600 Penn Street, Fort Worth, TX 76102, 817-255-2131

Surety Company:

The Chubb Group, 2001 Bryan St., Dallas, TX 75201 through Tucker Agency Agent, Tracy Tucker, details below.

(Letter provided on the following page.)

Bonding Company:

Tucker Agency, Tracy Tucker, 121 Rayner St, Fort Worth, TX 76111, 817-336-8520

With our bonding capability of \$200,000,000 for a single project and total bonding capacity in excess of \$400,000,000, we are prepared to take care of client needs. Known as one of the most reputable, trustworthy builders in North Texas, our level of expertise and responsibility maximizes client outcomes. Our bonding agency, the Chubb Group bonds only the top 20% most financially stable contractors in Texas. Chubb Group is listed as an acceptable surety in the Department of the Treasury Circular 570 (NAIC #12777) and licensed to issue such bonds in the State of Texas.

We commit to delivering bonds or bid bonds or other financial security acceptable to the district after executing a contract with sums equal to the project budget.



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS



TUCKER AGENCY
BONDS & INSURANCE

January 4, 2022

Re: Steele & Freeman, Inc.

To whom it may concern,

We understand that preliminary discussions are taking place with Steele & Freeman, Inc. Federal Insurance Company (A++ XV), licensed in the State of Texas and listed in the Department of the Treasury Circular 570, is pleased to share our experience with Steele & Freeman, Inc. and advise you that they are in excellent standing with their Surety.

Federal Insurance Company has been engaged in the surety program of Steele & Freeman, Inc. for more than 10 years. The bonding capacity of Steele & Freeman, Inc. would include single projects in excess of \$200 million with an aggregate program in excess of \$400 million, of which approximately \$200 million is currently committed.

Should a project be awarded to and accepted by Steele & Freeman, Inc., we are prepared to provide the required bonds for each stage/phase of the project. Our support is conditioned upon completion of the underwriting process, including satisfactory review of contract documents, confirmation of financing and our ongoing review of the operational and financial capacity of Steele & Freeman, Inc.

We are pleased to share with you our favorable experience and high regard for Steele & Freeman, Inc. As a very valued client of our agency we have found them to be professional, operating within the financial and organizational structure of the company. This letter is not an assumption of liability and is issued only as a prequalification reference request from our client. It should be understood that any arrangement for bonds is strictly a matter between Steele & Freeman, Inc. and Federal Insurance Company.

Sincerely,

Tracy Tucker, CIC
Tucker Agency, Ltd.

/re

Web: tuckeragency.com Office: 817.336.8520 Address: 121 N. Rayner St. | Fort Worth, Texas 76111



STEELE & FREEMAN, INC.
CONSTRUCTION MANAGERS

1301 Lawson Road • Fort Worth, TX 76131
817-232-4742

steelefreeman.com



RESOLUTION NO.

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH STEELE & FREEMAN, INC. FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE RENOVATION OF THE ENNIS PUBLIC LIBRARY

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, AS FOLLOWS:

Section 1. Authorization of the City Manager to negotiate and execute a contract between the City of Ennis and Steele & Freeman, Inc. to provide Construction Manager at Risk (CMAR) Services related to the renovation of the Ennis Public Library in the City of Ennis, is hereby approved. The City Manager is authorized to execute the agreement.

Section 2. This Resolution shall take effect from and after its date of adoption

PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF ENNIS, TEXAS, on this 17 day of May 2022.

ANGELINE JUENEMANN, Mayor

ATTEST:

ANGIE WADE, City Secretary