



City of Saginaw

Meeting and/or Executive Session Agenda

Tuesday, October 17, 2023, 6:00 PM
Council Chamber
333 West McLeroy Boulevard
Saginaw, Texas 76179

In accordance with Section 551.043 of the Texas Government Code, this agenda has been posted at Saginaw City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Saginaw City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside to respond to a page or to conduct a phone conversation. The City Hall is wheelchair accessible and special parking is available on the east side of the building. If special accommodations are required please contact the City Secretary a minimum of 72 hours in advance at 817-232-4640.

1: Call To Order

1A. Call To Order -- Todd Flippo, Mayor

1B. Pledges--Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas--"Honor the Texas Flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible"

1C. Invocation--Dr. Mark Towns, First Baptist Church

1D. Audience Participation--Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comments.

2: Consent Agenda

All items listed are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately.

2A. Action regarding Minutes, October 3, 2023--Janice England, City Secretary

2B. Action regarding entering into Contract with Flock Group Inc. for Implementation of Flock Safety ALPR (Automatic License Plate Reader) System--Russell Ragsdale, Chief of Police

2C. Action regarding Resolution No. 2023-22, Requesting Authorization for the Installation of Automated License Plate Reader Cameras in Various Locations within Texas Department of Transportation Rights-of-Way within the City--Russell Ragsdale, Chief of Police

2D. Action regarding Emergency Rooftop HVAC Repairs to Police Department--Russell Ragsdale, Chief of Police

2E. Action regarding Professional Services Agreement with LJA Engineering, Inc. for Planning Services--Randy Newsom, Director of Public Works

2F. Action regarding Ordinance No. 2023-29, Amending Chapter 98, "Utilities", Article V, "Cross Connection Control" of the Saginaw City Code; Amending Regulations governing the Cross Connection Control Program--Matt Regan, Environmental/Drainage Manager

3: Proclamations-Presentations

No Items

4: Public Hearings

No Items

5: Business

5A. Consideration and Action Regarding a Guaranteed Maximum Price presented by Byrne Construction Services for the new Library and Senior Center Project--Lee Howell, Asst. City Manager

5B. Projects Update--Trenton Tidwell, P.E., City Engineer & Randy Newsom, Director of Public Works

6: Executive Session

The City Council may take action on any Executive Session item posted.

6A. 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

6B. Any Posted Item

7: Adjournment

7A. Adjournment--Todd Flippo, Mayor

Date Posted: October 13, 2023



City of Saginaw City Council Memorandum

Prepared By: Janice England

Action regarding Minutes, October 3, 2023--Janice England, City Secretary

Meeting	Agenda Group	
Tuesday, October 17, 2023, 6:00 PM	Consent Agenda	Item:
Reference File		

BACKGROUND/DISCUSSION:

The minutes of the City Council Meeting held on October 3, 2023 are presented for consideration.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

Attachments

Draft Minutes--10-03-2023.pdf

****The Following Document is a draft of the minutes and not the official
approved minutes****

**Minutes for the City Council meeting
333 West McLeroy Boulevard, Saginaw, Texas, 76179.
October 3, 2023, 6:00 PM - October 3, 2023, 6:08 PM**

Roll Call: (The following members were in attendance)

Todd Flippo, Mayor

Cindy Bighorse, Place 5

Mary Copeland, Place 6

Randy Edwards, Place 4

Paul Felegy, Place 1

Valerie Junkersfeld, Mayor Pro Tem

Nick Lawson, Place 2

1. Call To Order

1A. Call To Order -- Todd Flippo, Mayor - 6:00 PM

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

Present

City Engineer Trenton Tidwell, P.E.

City Manager Gabe Reaume

Finance Director Kim Quin

City Secretary Janice England

Police Chief Russell Ragsdale

Asst. Fire Chief Scott Craver

Director of Human Resources Melanie McManus

Director of Community & Economic Development Keith Rinehart

Library Director Ellen Ritchie

Communications Manager Pedro Zambrano

Chief Building Official Larry Little

Environmental/Drainage Manager Matt Regan

Absent

City Attorney Bryn Meredith

Asst. City Manager Lee Howell

Fire Chief Doug Spears

Director of Public Works Randy Newsom

Visitors

Doug Crosthwait

1B. Pledges--Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas--
"Honor the Texas Flag; I pledge allegiance to thee, Texas, one State under God, one and indivisible" -
6:00 PM

1C. Invocation--Pastor Mark Towns, First Baptist Church - 6:00 PM

Mr. Doug Crosthwait of the First Baptist Church gave the invocation.

1D. Audience Participation--Anyone wishing to speak during the discussion of an item listed on the agenda must complete an audience participation form. These forms are located by the Police Chief. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is discussed. You will have three (3) minutes to make your comments. -
6:01 PM

2. Consent Agenda

All items listed are part of the Consent Agenda. Public hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately.

Valerie Junkersfeld made a motion to Approve that was seconded by Cindy Bighorse with a result of 7-0-0-0

Cindy Bighorse made a motion to Approve that was seconded by Paul Felegy with a result of 7-0-0-0

2A. Action regarding Minutes, September 19, 2023--Janice England, City Secretary - 6:01 PM

2B. Action regarding the Purchase of Street-Side Banners for Longhorn Dr., Old Decatur Rd. and Bailey Boswell Rd.--Keith Rinehart, Director of Community Services & Economic Development - 6:01 PM

Since the beginning of the calendar year 2023, the Keep Saginaw Beautiful (KSB) Committee has discussed the idea of purchasing banners to add color, art and spirit/pride to our community. It was discussed to put them on every median light pole. Since there are 142 in total, that number was reduced to 35. The banners will be two-sided and add a splash of color to our roadways. Banners near intersections will have the wording "Welcome to Saginaw" and "A City on the Right Track". Banners in other locations will be either seasonal (i.e. winter, Christmas), referencing special events (i.e. Train & Grain Festival), or the local high schools. Staff received quotes for the banners as well as a quote for the install (banner company does not install). At the September 18, KSM Meeting, the Committee voted to

approve the spending of \$12,000 to purchase and install thirty-five (35) banners for Longhorn Dr., Old Decatur Rd. and Bailey Boswell Rd. that will be placed on the median light poles. The financial impact will be \$12,000. Residents, via their monthly water bill, will fund this project from the Keep Saginaw Beautiful voluntary \$1.00 donation.

2C. Action regarding Approval of Ordinance No. 2023-27, Amending the Master Fee Schedule to include a Multi-Pet Permit and a Foster Permit--Janice England, City Secretary - 6:01 PM

Ordinance No. 2023-26 was approved at the September 19th City Council Meeting. This ordinance provided definitions and regulations governing animal rescue, fostering, and service animals in the City. It also approved a multi-pet permit and a foster permit. The consensus of the Council at that meeting was to set the fee for a multi-pet permit at \$50.00 per year, and set the fee for a foster permit at \$25.00 per year. Ordinance No. 2023-27 adds those two fees to the City's Master Fee Schedule. *This item was removed from the Consent Agenda for consideration. Motion was made by Councilmember Bighorse with a second by Councilmember Felegy to approve Item 2C. Motion carried unanimously. 7-0-0-0*

2D. Action regarding Approval of Purchase of Crack Sealing Machine--Randy Newsom, Director of Public Works -

This item is for approval of the purchase of a Crack Sealing Machine from Crafc Incorporated utilizing their Buy Board Contract #685-22. This machine will allow staff to have the ability to perform street maintenance in a timely fashion. Sealing the cracks in an asphalt road helps preserve the integrity of the subgrade and helps prolong the life of the roadway. Currently we have to rely on borrowing the County machine which is hard to schedule since they usually are doing their own crack sealing program. The other option is to contract it out which usually runs anywhere from \$1.00 - \$2.00 per foot, if you can find a contractor. Funds to cover this purchase (\$88,621.89) will come from the Street Maintenance Fund Balance which has cost savings from prior year's projects.

2E. Action regarding Ordinance No. 2023-28, Water Wells--Randy Newsom, Director of Public Works - 6:01 PM

This item is for the amendment to our current Water Well Ordinance. The amendment would allow Council to approve a deeper well with greater pumping capacity for non-domestic use. An example would be an irrigation well that schools are now putting in. Staff would prefer these type wells to prevent a strain on our water system during peak demands. Staff recommends approval of Ordinance No. 2023-28 amending the current Water Well Ordinance.

3. Proclamations-Presentations

No Items

4. Public Hearings

No Items

5. Business

No Items

6. Executive Session

The City Council may take action on any Executive Session item posted.

6A. 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the City Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items: -

6B. Any Posted Item -

7. Adjournment

7A. Adjournment--Todd Flipppo, Mayor - 6:07 PM

Mayor Flipppo declared the meeting adjourned at 6:07 p.m.

Valerie Junkersfeld made a motion to Approve that was seconded by Cindy Bighorse with a result of 7-0-0-0



City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding entering into Contract with Flock Group Inc. for Implementation of Flock Safety ALPR (Automatic License Plate Reader) System--Russell Ragsdale, Chief of Police

Meeting	Agenda Group	
Tuesday, October 17, 2023, 6:00 PM	Consent Agenda	Item: A
Reference File		

BACKGROUND/DISCUSSION:

Flock Safety provides an infrastructure-free automatic license plate reading (ALPR) camera system for cities who want to reduce crime within a principled framework. Unlike traditional ALPR, Flock uses Vehicle Fingerprint technology to transform hours of footage into a searchable database to find the single piece of evidence needed, even when a license plate isn't available. It is important to clarify that the Flock ALPR system does not include facial recognition capabilities and does not capture personally identifiable information. The data captured by Flock is owned by each individual agency and Flock will never share or sell the data.

FINANCIAL IMPACT:

The contract is a two-year contract. The first year includes lease, setup and installation fees for a total of \$85,500. The second-year lease fees total \$67,500, for a total two-year contract of \$153,000.

RECOMMENDATION:

Staff recommends approval of Flock Safety contract and installation of equipment as presented.

Attachments

Contract - Action_Required__TX_-_Saginaw_PD_-_Law_Enfor.pdf

Flock Safety + TX - Saginaw PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
James Allen
james.allen@flocksafety.com
(972) 561-6737

flock safety

Company Overview

At Flock Safety, technology unites law enforcement and the communities they serve to eliminate crime and shape a safer future, together. We created the first public safety operating system to enable neighborhoods, schools, businesses, and law enforcement to work together to collect visual, audio, and situational evidence across an entire city to solve and prevent crime.

Our connected platform, comprised of License Plate Recognition (LPR), live video, audio detection, and a suite of integrations (AVL, CAD & more), alerts law enforcement when an incident occurs and turns unbiased data into objective answers that increase case clearance, maximize resources, and reduce crime -- all without compromising transparency or human privacy.

Join thousands of agencies reducing crime with Flock Safety’s public safety operating system

2000+	120	1B+	<60%*
communities with private-public partnerships	incident alerts / minute	1B+ vehicles detected / month	<60% local crime reduction in Flock cities

*According to a 2019 study conducted by Cobb County Police Department

Introduction

Layer Intelligence to Solve More Crime

The pathway to a safer future looks different for every community. As such, this proposal presents a combination of products that specifically addresses your public safety needs, geographical layout, sworn officer count, and budget. These components make up your custom public safety operating system, a connected device network and software platform designed to transform real-time data into a panoramic view of your jurisdiction and help you zero in on the leads that solve more cases, prevent future crimes, and foster trust in the communities you serve.

Software Platform

Flock Safety's out-of-box software platform collects and makes sense of visual, audio, and situational evidence across your entire network of devices.

Out-of-Box Software Features	
Simplified Search	Get a complete view of all activity tied to one vehicle in your network of privately and publicly owned cameras. The user-friendly search experience allows officers to filter hours of footage in seconds based on time, location, and detailed vehicle criteria using patented Vehicle Fingerprint™ technology. Search filters include: ● Vehicle make ● Body type ● Color ● License plates ○ Partial tags ○ Missing tags ○ Temporary tags ○ State recognition ● Decals ● Bumper stickers ● Back racks ● Top racks
National and Local Sharing	Access 1B+ additional plate reads each month without purchasing more cameras. Solve cross-jurisdiction crimes by opting into Flock Safety's sharing networks, including one-to-one, national, and statewide search networks. Users can also receive alerts from several external LPR databases: <i>California SVS</i> <i>FDLE</i> <i>FL Expired Licenses</i> <i>FL Expired Tags</i> <i>FL Sanctioned Drivers</i> <i>FL Sex Offenders</i> <i>Georgia DOR</i> <i>IL SOS</i> <i>Illinois Leads</i> <i>NCIC</i> <i>NCMEC Amber Alert</i> <i>REJIS</i> <i>CCIC</i> <i>FBI</i>
Real-time Alerts	Receive SMS, email, and in-app notifications for custom Hot Lists, NCIC wanted lists, AMBER alerts, Silver alerts, Vehicle Fingerprint matches, and more.
Interactive ESRI Map	View your AVL, CAD, traffic, and LPR alerts alongside live on-scene video from a single interactive map for a birdseye view of activity in your jurisdiction.
Vehicle Location Analysis	Visualize sequential Hot List alerts and the direction of travel to guide officers to find suspect vehicles faster.

Out-of-Box Software Features (Continued)	
Transparency Portal	Establish community trust with a public-facing dashboard that shares policies, usage, and public safety outcomes related to your policing technology.
Insights Dashboard	Access at-a-glance reporting to easily prove ROI, discover crime and traffic patterns and prioritize changes to your public safety strategy by using data to determine the most significant impact.
Native MDT Application	Download FlockOS to your MDTs to ensure officers never miss a Hot List alert while out on patrol.
Hot List Attachments	Attach relevant information to Custom Hot List alerts. Give simple, digestible context to Dispatchers and Patrol Officers responding to Hot List alerts so they can act confidently and drive better outcomes. When you create a custom Hot List Alert, add case notes, photos, reports, and other relevant case information.
Single Sign On (SSO)	Increase your login speed and information security with Okta or Azure Single Sign On (SSO). Quickly access critical information you need to do your job by eliminating the need for password resets and steps in the log-in process.

License Plate Recognition		
The Flock Safety Falcon® LPR camera uses Vehicle Fingerprint™ technology to transform hours of footage into actionable evidence, even when a license plate isn't visible, and sends Hot List alerts to law enforcement users when a suspect vehicle is detected. The Falcon has fixed and location-flexible deployment options with 30% more accurate reads than leading LPR.* *Results from the 2019 side-by-side comparison test conducted by LA County Sheriff's Department		
Flock Safety Falcon® LPR Camera	Flock Safety Falcon® Flex	Flock Safety Falcon® LR
Fixed, infrastructure-free LPR camera designed for permanent placement. √ 1 Standard LPR Camera √ Unlimited LTE data service + Flock OS platform licenses √ 1 DOT breakaway pole √ Dual solar panels √ Permitting, installation, and ongoing maintenance	Location-flexible LPR camera designed for fast, easy self-installation, which is ideal for your ever-changing investigative needs. √ 1 LPR Camera √ Unlimited LTE data service + software licenses √ 1 portable mount with varying-sized band clamps √ 1 Charger for internal battery √ 1 hardshell carrying case	Long-range, high-speed LPR camera that captures license plates and Vehicle Fingerprint data for increasing investigative leads on high-volume roadways like highways and interstates. √ 1 Long-Range LPR Camera √ Computing device in protective poly case √ AC Power √ Permitting, installation, and ongoing maintenance

Your Flock Safety Team	
Flock Safety is more than a technology vendor; we are a partner in your mission to build a safer future. We work with thousands of law enforcement agencies across the US to build stronger, safer communities that celebrate the hard work of those who serve and protect. We don't disappear after contracts are signed; we pride ourselves on becoming an extension of your hard-working team as part of our subscription service.	
Implementation	Meet with a Solutions Consultant (former LEO) to build a deployment plan based on your needs. Our Permitting Team and Installation Technicians will work to get your device network approved, installed, and activated.
User Training + Support	Your designated Customer Success Manager will help train your power users and ensure you maximize the platform, while our customer support team will assist with needs as they arise.
Maintenance	We proactively monitor the health of your device network. If we detect that a device is offline, a full-time technician will service your device for no extra charge. <i>Note: Ongoing maintenance does not apply to Falcon Flex devices.</i>
Public Relations	Government Affairs Get support educating your stakeholders, including city councils and other governing bodies. Media Relations Share crimes solved in the local media with the help of our Public Relations team.



EXHIBIT A
ORDER FORM

Customer:	TX - Saginaw PD	Initial Term:	24 Months
Legal Entity Name:	TX - Saginaw PD	Renewal Term:	24 Months
Accounts Payable Email:	bbadovinac@saginawpolice.org	Payment Terms:	Net 30
Address:	505 W Mcleroy Blvd Saginaw, Texas 76179	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products
Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$67,500.00
Flock Safety Flock OS			
FlockOS ™	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	20	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$650.00	16	\$10,400.00
Professional Services - Advanced Implementation Fee	\$1,900.00	4	\$7,600.00
Subtotal Year 1:			\$85,500.00
Annual Recurring Subtotal:			\$67,500.00
Estimated Tax:			\$0.00
Contract Total:			\$153,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$85,500.00
Annual Recurring after Year 1	\$67,500.00
Contract Total	\$153,000.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

FlockOS Features & Description

Package: Advanced

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Convoy Search	Identify vehicles that have been seen together so you can verify a potential accomplice and getaway car used during a string of vehicle thefts; Show me vehicles that were seen near this specific car multiple times.
Visual Search	Upload a suspect vehicle photo from and alternative source (i.e. CCTV, doorbell camera, mobile phone), and machine learning will match it to vehicles recorded by Flock Safety cameras in the past 30 days
Multi Geo Search	Perform single and multi-location-based searches to link a suspect vehicle to one, or multiple crime scenes
ESRI Based Map Interface	Flock Safety’s maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect’s license plate to a custom list and get alerted when it passes by a Flock camera
Custom Hot List Deconfliction Portal	Allows Flock users to identify overlapping investigations and provide the contact information of opted-in parties to facilitate collaboration.
Hot List Attachments	The ability to add case notes, photos, reports, and other relevant case information to Custom Hot List Alerts
Unlimited Vehicle Description Alerts	Users can set up and receive notifications for suspect vehicles based on body type, make, color, location and timeframe. Notifications are sent via app, SMS or email when a vehicle matching the predetermined criteria passes a camera in your organization’s network.
Wing Gateway, Wing Cloud, Wing VMS	Unlocks access to purchase Wing.
Custom Map Layers	Ability for customers (and Flock Admins) to add & view public and proprietary ESRI map layers to FlockOS’ Map experience.
SSO	Ability to sign into the Flock Safety platform via Okta Single Sign On (SSO). This increases login speed and information security.

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions>

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TX - Saginaw PD

By: _____

By: _____

Name: Mark Smith

Name: Todd Flippo

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

Customer Implementation Guide

Law Enforcement



flock safety

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- 2. Right of Way
- 3. AC Power vs. Solar
- 4. Traffic Control & Installation Methods
- 5. Paperwork & Required Forms
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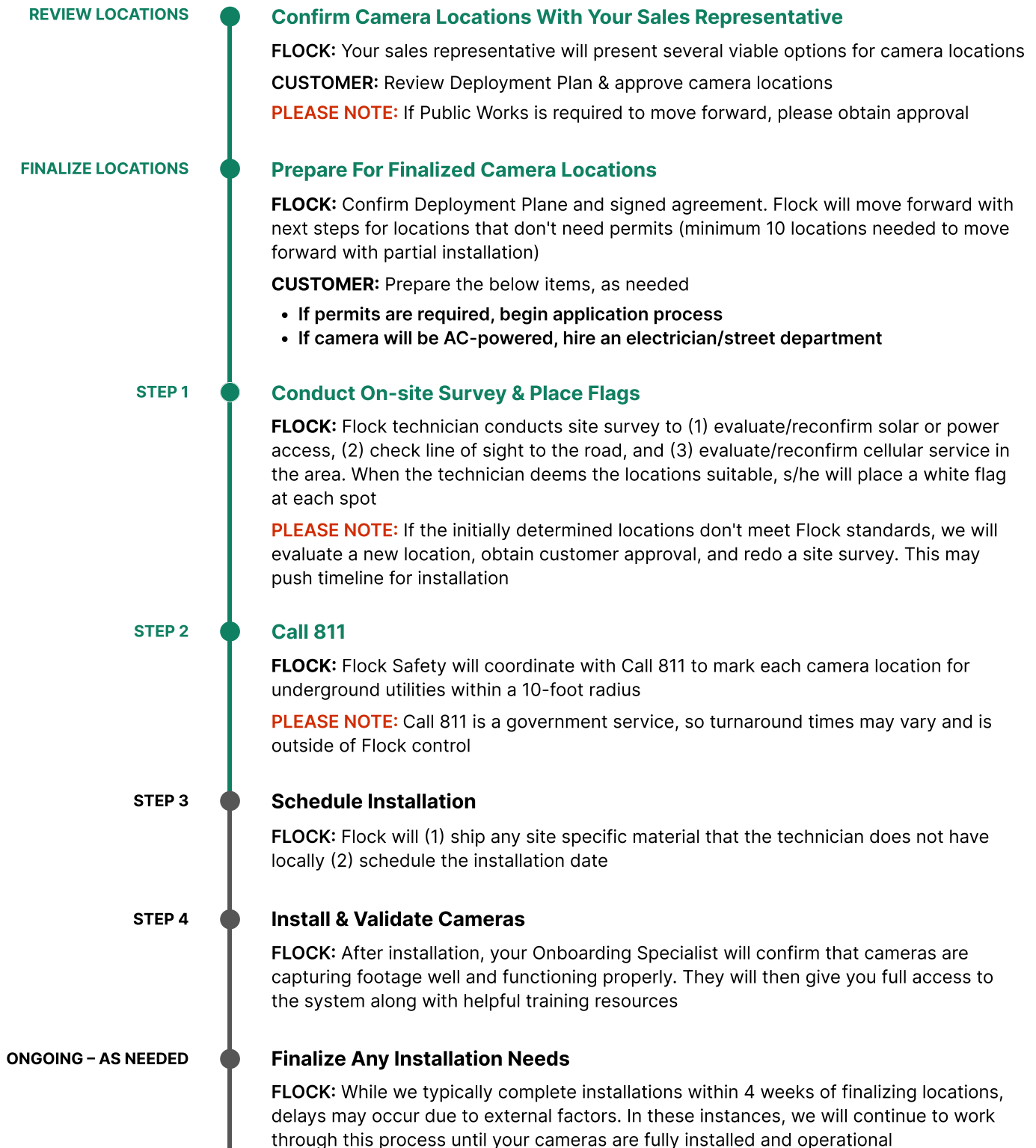
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Implementation Timeline

This timeline provides general guidance and understanding of your installation process. While we typically complete installations 6-8 weeks after locations have been finalized, delays can occur as noted in the timeline below:



Flock Safety Team

Implementation Team	How They Will Support You
 Project Manager	Your Project Manager is your primary contact during camera installation. Your project manager will guide you through the entire installation process, keeping you apprised of all implementation updates as well as answering any questions you have during this time. They will ensure that all the cameras are on the ground and operating for at least 48 hours before transitioning you to your Customer Success Manager.
 Field Operations Team	• The Field Operations team is responsible for the physical installation and maintenance of cameras and associated equipment provided by Flock. This includes a large team of technicians, schedulers, and many others involved in ensuring the delivery of the product. • They take the technical plan you finalized with Product Implementation and work closely with other teams at Flock to make sure that the cameras are installed quickly and safely and in a way that maximizes the opportunity to solve crime at a specific location. • *Note*: For all Installation questions or concerns, please always direct them to your Customer Success Manager and not the technician.

Relationship Team	How They Will Support You
 Customer Success Manager	Your Customer Success Manager is your strategic partner for your lifetime as a Flock customer. While the cameras are getting installed, your CSM will help get your account set up and get all key users trained on the system. Post-Camera-Installation, your CSM will be your go-to for most account-related needs: You should reach out to them to: • Set up Account Training • Understand benefits of features • Learning best practices for getting relevant data • Identifying opportunities to expand the security network in your area • Provide feedback on your partnership with Flock
 Flock Safety Support	The Flock Safety Support team is committed to answering all your day-to-day questions as quickly as possible. To get in touch with support, simply email support@flocksafety.com or call 866-901-1781 Mon-Fri 8am-8pm EST. Support can help you: • Request camera maintenance • Troubleshoot online platform • Contract / Billing questions • Update account information • Camera Sharing questions • Quick “How to” questions in your Flock Account

Outside Party	When They May Be Involved
Electrician/Street Department	If the Flock cameras need to be AC powered, you (customer) are responsible for providing an electrician to ensure power connectivity
Public Works (LE)	To weigh in on the use of public Rights of Way or property
Department of Transportation (DOT), City, or County agencies	If installation in your area requires permitting

PLEASE NOTE: On some occasions, third parties outside of Flock Safety may be (or need to be) involved in your implementation.

Implementation Service Briefs: Existing Infrastructure vs Standard vs Advanced

	Existing Infrastructure Install	Standard Install	Advanced Install
Pole	None	Flock	NCHRP 350 / MASH
Timeline	Short	Medium	Longest
Cost	Lowest	Mid	Highest

Existing Infrastructure Implementation

COST: \$150 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Existing Infrastructure Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
 - Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.
- Confirm that a location is safe for work by following State utility locating procedures.
- Each installation may include the following:
 - Installation of camera and solar panel or AC adapter box on a suitable existing pole

- Types of existing infrastructure such as existing utility, light, and traffic signal poles.
- Pole no higher than 8'-12' (approval at Flock Safety's discretion)
- Flock will provide and mount an AC adapter unit that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
 - Access requiring up to a 14' using an A-frame ladder
 - Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the city and state of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the **Existing Infrastructure Implementation Service** but can provide a quote for sourcing at an additional cost:

- Mounting on mast arms (always require bucket truck and traffic control)
- Call 811 'Call-before-you-Dig' system
- Installation of any poles including but not limited to
 - Standard, 12' above grade [Flock breakaway pole](#)
 - NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses or unique attachment/connection requirements
- Custom engineered drawings
- Electrical work requires a licensed electrician.

- Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Standard Implementation

COST: \$650 per camera (one time cost)

Included In Scope:

Once designated locations are approved by the customer, as part of the **Standard Implementation Service** Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following state utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel with standard, 12' above grade Flock breakaway pole

- Installation of camera and AC adapter that a qualified electrician can connect to AC power on a suitable existing pole, no higher than 8-12' (approval at Flock Safety's discretion)
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock is unable to make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material). Electrical work requiring a licensed electrician and associated costs, not included in the scope.
- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

By default, Flock does **not** include the following as part of the Standard Implementation Service but can provide a quote for sourcing at an additional cost:

- Use and/or mounting to existing infrastructure.
- NCHRP 350 or MASH approved pole (as may be required for locations in DOT right of way)
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or city-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)

- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Any fees or costs associated with filing for required city, county, or state permits
- Licensing or attachment agreements with asset / infrastructure owners
- Utility contracts and billing
- Customer requested relocations (see fee schedule)

Advanced Implementation

COST: \$1,900 per camera (one time cost)

Included In Scope:

Once Designated Locations are confirmed, as part of the **Advanced Implementation Service**, Flock will perform the following:

- An in-person site survey to confirm the installation feasibility of a location (location assessment, solar assessment, visibility review, etc.)
- Confirm that a location is safe for work by following State utility locating procedures. Work with local utilities to prevent service interruptions during the installation
 - Engage 811 'Call-before-you-Dig' system to receive legal dig date
 - Apply approved markings Coordinate with 811 regarding any necessary high-risk dig clearances or required vendor meets
- Each installation may include the following:
 - Installation of camera and solar panel on a suitable **NCHRP 350 or MASH** approved pole.
 - Installation of camera and AC adapter that a qualified electrician can connect to AC power.
 - Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power following our [electrical wiring requirements](#). Flock cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).

Electrical work requiring a licensed electrician and associated costs, not included in the scope.

- Access requiring up to a 14' A-frame ladder
- Standard MUTCD traffic control procedures performed by a Flock technician
- Obtain a business license to operate in the City and State of camera location

Out Of Scope:

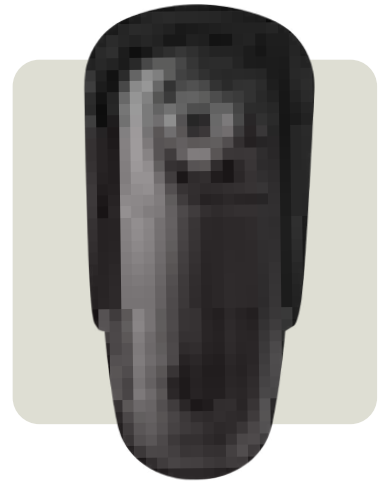
By default, Flock does not include the following as part of the **Advanced Implementation Service** but can optionally provide a quote for sourcing (additional cost):

- Installation on Standard, 12' above grade Flock breakaway pole or existing infrastructure.
- A Bucket Truck for accessing horizontal/cross-beams and/or height above 14'
- Special equipment rentals for site access
- Site-specific engineered traffic plans
- Third-party provided traffic control
- State or City-specific specialty contractor licenses
- Custom engineered drawings
- Electrical work requires a licensed electrician. Flock will provide and mount an AC adapter that a qualified electrician can connect to AC power but cannot make any AC connections or boreholes in any material other than dirt, grass, loose gravel (or other non-diggable material).
- Concrete cutting
- Private utility search for privately owned items not included in standard 811 procedures (communication, networking, sprinklers, etc.)
- Upgrades to power sources to ready them for Flock power (additional fuses, switches, breakers, etc.)
- Fees or costs associated with filing for required City, County, or State permits

Things to Consider When Selecting Locations

Falcon Cameras

- Use Cases
 - Flock LPRs are designed to capture images of rear license plates aimed in the direction of traffic.
 - Flock LPRs are not designed to capture pedestrians, sidewalks, dumpsters, gates, other areas of non-vehicle traffic, intersections.
- Placement
 - They capture vehicles driving away from an intersection.
 - They cannot point into the middle of an intersection.
 - They should be placed after the intersection to prevent stop and go motion activation or “stop and go” traffic.
- Mounting
 - They can be mounted on existing utility, light, traffic signal poles, or 12 foot Flock poles.*
 - They should be mounted one per pole.** If using AC power, they can be mounted 2 per pole.
- They can be powered with solar panels or direct wire-in AC Power (no outlets).***
- They will require adequate cellular service using AT&T or T-Mobile to be able to process & send images.



* Permitting (or permission from pole owner) may be required to use existing infrastructure or install in specific areas, depending on local regulations & policies.

** Cameras need sufficient power. Since a solar panel is required per camera, it can prevent adequate solar power if two cameras and two solar panels are on a single pole (blocking visibility). Therefore if relying on solar power, only one camera can be installed per pole.

*** Flock does not provide Electrical services. Once installed, the agency or community must work with an electrician to wire the cameras. Electrician services should be completed within two days of installation to prevent the camera from dying.

Solar Panels

Solar panels need unobstructed southern-facing views.



Pole

If a location requires a "DOT Pole" (i.e., Advanced Pole, **not** Flock standard pole), the implementation cost will be \$5,000/camera.



Customer Responsibilities: AC-Powered Cams

If the Flock cameras need to be AC-powered, the **customer is responsible** for acquiring an electrician and ensuring they connect the camera to power. **See steps 2 and 6 below.**

How to Get Started with a Powered Install



1. Create a Deployment Plan

Work with us to select the best location(s) for Flock Safety cameras and power sources



2. Acquire an Electric Quote

Contact an electrician to receive a quote to run 120volt AC power to the camera



3. Sign Flock Safety Agreement

Sign the Flock Safety purchase order to begin the installation of cameras



4. Conduct Site Survey

Flock will mark camera locations, locate underground utilities and mark if present



5. Install Camera

Flock will install the camera and AC power kit at the specified camera location



6. Connect Camera to Power

Notify the electrician that the camera is ready for the power connection installation

Electrician Handout

Electrician Installation Steps

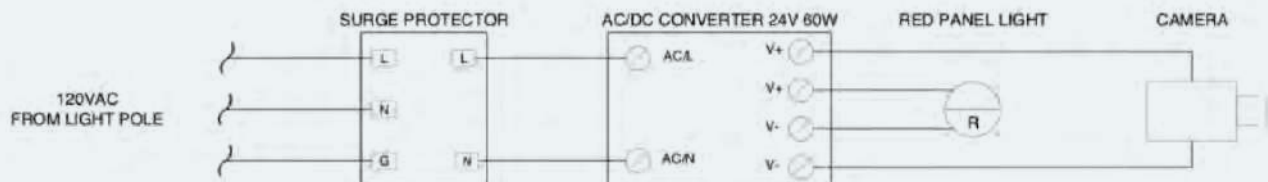
1. Run AC cable and conduit to the box according to NEC Article 300 and any applicable local codes. The gland accepts ½" conduit.
2. Open the box using hinges.
3. Connect AC Mains per wiring diagram below:
 - a. Connect AC Neutral wire to the Surge Protector white Neutral wire using the open position on the lever nut.
 - b. Connect AC Line wire to the Surge Protector black Line wire using the open position on the lever nut.
 - c. Connect AC Ground wire to the Surge Protector green ground wire using the open position on the lever nut.
4. Verify that both the RED LED is lit on the front of the box
5. Close box and zip tie the box shut with the provided zip tie
6. While still on-site, call Flock, who will remotely verify that power is working correctly:



Southeast Region - (678) 562-8766

West-Region - (804) 607-9213

Central & NE Region - (470) 868-4027



FAQs about AC-Powered Flock Cameras

What voltage is supported?

The AC kit is designed to work with 120VAC Infrastructure by default. A 240VAC version is available on request.

How much power does this consume?

Peak current draw is 1.5 A at 120VAC. The average power draw is roughly 30W in high traffic conditions but maybe lower when fewer vehicles are present.

Who is responsible for contracting the electrician?

The customer is responsible for contracting an electrician. We can help answer questions, but the customer is responsible for identifying and contracting an electrician.

Who is responsible for maintenance?

Flock will handle all maintenance related to Flock's camera and power equipment. However, any problems with the electrical supply are the customer's responsibility. The AC junction box has two lights to indicate the presence of power and make it easy for quick diagnosis if there is a problem related to the AC power source.

- If the camera indicates to Flock that there is a power supply problem, Flock will notify the customer and request that the customer verifies the lights on the AC junction box. If the AC Source light is illuminated, Flock will send a technician to investigate. If the AC source light is not illuminated, the customer should check any GFCI's or breakers in the supply circuit or call the electrician who installed the power supply.

How much does it cost?

Work required to bring AC power to each location will be different, so exact pricing is unavailable. Primary cost drivers include arrow boards and the distance from the camera location to the AC power source.

What information do I need to provide my electrician?

The Flock deployment plan and these work instructions should be sufficient to secure a quote. It will be helpful if you know the location of the existing power infrastructure before creating the deployment plan.

Can you plug it into my existing power outlet? The Flock AC power adapter does not use a standard outlet plug but must be directly wired into the power mains. While using outlet plugs may be convenient, they can easily be unplugged, presenting a tampering risk to this critical safety infrastructure. The electrician can route power directly to the camera with a direct wire-in connection if an outlet is close to the camera.

How long does this process typically take?

The installation process typically takes 6-8 weeks. To accelerate the process, be sure to have the electrician perform his work shortly after the Flock technician finishes installing the camera.

What kind of electrician should I look for?

Any licensed electrician should perform this work, though we have found that those who advertise working with landscape lighting are most suited for this work.

What happens if the electrician damages the equipment?

The customer is responsible for contracting the electrician. Any liability associated with this work would be assumed by the customer. If any future work is required at this site due to the electrical infrastructure or the work performed by the electrician would be the responsibility of the customer.

When should the electrician perform his work?

Once Flock installs the camera, you will receive an email alert letting you know that this has been completed. After this, you will need to schedule the electrician to route power to the pole.

What if my electrician has questions about Flock's AC Kit?

You should share the [AC-Power Kit Details](#) packet with the electrician if they have questions.

What if the AC power is on a timer?

Sometimes the AC power will be on a timer (like used for exterior lighting). Flock requires that the AC power provided to the camera be constant. The source that the electrician uses must not be on a timing circuit.

Installation Service Brief Summary

Below outlines the statement of work for the Flock Camera Installation:

What Is Covered By Flock	What Is NOT Covered By Flock	Special Note
Flock Cameras & Online Platform	Traffic Control And Any Associated Costs	
Mounting Poles	*DOT Approved Pole Cost Electrician & Ongoing Electrical Costs	
AC Power Kit (As Needed)	Engineering Drawings	
Solar Panels (As Needed)	Relocation Fees	<i>Excluding Changes During Initial Installation</i>
Site Surveys And Call 811 Scheduling	Contractor Licensing Fees	
Installation Labor Costs	Permit Application Processing Fees	
Customer Support / Training	Specialist Mounting Equipment	<i>Including, But Not Limited To, **MASH Poles Or Adapters</i>
Cellular Data Coverage	Bucket Trucks	
Maintenance Fees (Review Fees Sheet For More Details)	Loss, Theft, Damage To Flock Equipment	
Data Storage For 30 Days	Camera Downtime Due To Power Outage	<i>Only Applicable For AC-Powered Cameras</i>
	***Field Technician Maintenance For Falcon™ Flex	

*If a location requires a "DOT pole" (i.e., not our standard), the implementation cost will be \$5,000/camera; This cost is applicable for installations in GA, IL, SC, TN, and CA.

**MASH poles: Manual for Assessing Safety Hardware (MASH) presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results

***If a camera is lost, stolen, or damaged, a replacement device can be purchased at a discounted price of \$800

Permitting: Pre-Install Questionnaire

1. Timeline

- In Flock Safety's experience, in-depth permitting requirements can **add 2+ months to the installation timeline**.
- The SLA for permit document submission is within 15 days from contract signature date (contract Closed-Won)

2. Right of Way

- Will any Flock Safety cameras be installed on the city, state, or power company-owned poles or in the city, county, or state Right of Way (RoW)?
 - What is the RoW buffer?
 - Will additional permits or written permission be required from third-party entities (such as DOT, power companies, public works, etc.)?
- Will any cameras be installed on city-owned traffic signal poles (vertical mass)?
 - If yes, please provide heights/photos to determine if a bucket truck is needed for the installation.
 - Note: A bucket truck is required if the height exceeds 15 feet tall.

3. AC Power vs. Solar

- If AC powered, is there a 120V power source available, and is there access to an electrician who can connect the existing wire to the Flock Safety powered **installation kit**?
- If solar-powered, consider the size of the solar panel and potential to impact the visibility of DOT signs/signals:
 - Single Panel: 21.25" x 14" x 2" (Length x Width x Depth)
 - Double Panel: 21.25" x 28" x 2" (LxWxD)

4. Traffic Control & Installation Methods

- **If a bucket truck is required**, this typically necessitates an entire lane to be blocked in the direction of travel. **Can you provide a patrol car escort, or will full traffic control be required?***

PLEASE NOTE: If traffic control is required, you may incur additional costs due to city/state requirements; Fees will be determined by quotes received.

- **If full traffic control is required (cones, arrow boards, etc.):**
 - Will standard plans suffice, or are custom plans needed? Custom plans can double the cost, while standard plans can be pulled from the Manual of Uniform Traffic Control Devices (**MUTCD**).
 - Will a non-sealed copy of the traffic plan suffice? Or does the traffic plan need to be sealed and/or submitted by a professional engineer?
 - Are there state-specific special versions/variances that must be followed?
- **If a bucket truck is not required**, the shoulder or sidewalk should suffice and enable Flock Safety to proceed without traffic control systems in place.
 - Note: In some states (i.e., arrow boards), sidewalks may require signage. If signage is mandatory, Will your Public Works department be able to assist?

5. Paperwork & Required Forms

- Flock Safety will need copies of paperwork to complete before proceeding (ex., business license applications, encroachment permit applications). We can save critical time by gathering these documents upfront. We appreciate your assistance in procuring these.

6. Contacts

- If Flock Safety needs to interface directly with the departments, please share the contact information of the following departments:
 - Permitting
 - Public Works
 - Traffic Department

*Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, any subsequent changes to the deployment plan (“Reinstalls”) driven by a Customer’s request will incur a fee per the table below.

What Services Incur Fees:

- Requested relocations post-approval by customer
- Relocations due to poor performance will be the responsibility of Flock
 - If a customer requests a location against the advisement of Flock, performance issues and any requested relocations will be the responsibility of the customer.
- Per the contract and absent a defect, in the event that Flock Hardware is lost, stolen, or damaged, Customer may request that Flock replace the Flock Hardware at a fee according to the then-current Reinstall policy
<https://www.flocksafety.com/reinstall-fee-schedule>
- Misc billables for out of scope items for each implementation

Incurred Fees:

- Camera relocation
 - Existing infrastructure (non-AC powered)..... **\$350**
 - Flock pole (non-AC powered)..... **\$750**
 - Advanced pole (non-AC powered)..... **\$5000**
- Replacements
 - Camera only as a result of vandalism, theft, or damage **\$800**
 - Pole replacement only as a result of vandalism, theft, or damage
 - Flock pole **\$500**
 - Advanced pole **\$5000**
 - Full replacement as a result of vandalism, theft, or damage
 - Flock pole, camera, and solar (non-AC Powered)..... **\$1300**
 - Advanced pole, camera, and solar (non-AC Powered)..... **\$5800**

- Trip charge **\$350**
 - Examples:
 - Angle adjustment (elective)
 - Install additional Flock signage

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed) and include labor and materials. If you have any questions, please email support@flocksafety.com.

Help Center

Our Help Center is filled with many resources to help you navigate through the online platform. Below you will find some common questions and their relevant help article:

[How do I search camera footage?](#)

[How do I add a user?](#)

[How do I add a vehicle to my own Hot List?](#)

[How do I enable browser notifications for Hot List alerts?](#)

[How do I get text alerts for Hot List?](#)

[How do I request camera access from other nearby agencies?](#)

[How do I use the National Lookup to search for a plate?](#)

(National Lookup - network of law enforcement agencies that have opted to allow their network of Flock cameras to be used for searches)

[How do I reset my / another user's password?](#)

Customer Support

You can reach our customer support team anytime by emailing support@flocksafety.com. They can help answer any “How-To” questions you may have.



City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Resolution No. 2023-22, Requesting Authorization for the Installation of Automated License Plate Reader Cameras in Various Locations within Texas Department of Transportation Rights-of-Way within the City--Russell Ragsdale, Chief of Police

Meeting	Agenda Group	
Tuesday, October 17, 2023, 6:00 PM	Consent Agenda	Item: B
Reference File		

BACKGROUND/DISCUSSION:

This item is related to Item 2B. Resolution No. 2023-22 requests authorization for the installation of automated license plate reader cameras in various locations within Texas Department of Transportation (TXDOT) Rights-of-Way.

FINANCIAL IMPACT:

N/A This item is simply to request authorization from TXDOT for installation of the cameras.

RECOMMENDATION:

Staff recommends approval.

Attachments

SPD FLOCK RESOLUTION NO. 2023-22 (1).pdf

RESOLUTION NO. 2023-22

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAGINAW, TEXAS, REQUESTING AUTHORIZATION FOR THE INSTALLATION OF AUTOMATED LICENSE PLATE READER CAMERAS IN VARIOUS LOCATIONS WITHIN TEXAS DEPARTMENT OF TRANSPORTATION RIGHTS-OF-WAY WITHIN THE CITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Saginaw, Texas, possesses the legal authority to enter into a Multiple Use Agreement with the Texas Department of Transportation (“TxDOT”) regarding the matters detailed herein; and

WHEREAS, the City of Saginaw intends to engage the services of Flock Safety, Inc., for acquisition, installation, maintenance and monitoring of four (4) fixed, pole-mounted cameras; and

WHEREAS, the City desires that the (4) fixed, pole-mounted cameras be installed within TxDOT rights-of way within the City; and

WHEREAS, the City Council of the City of Saginaw finds it in the best interest of the citizens of Saginaw that the City seek the approval of the Texas Department of Transportation to fulfill this purpose.

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

SECTION 1.

The City of Saginaw hereby finds that the recitals set forth above are true and correct and incorporated into this Resolution as if written herein.

SECTION 2.

The City Council of the City of Saginaw hereby authorized and approves the submission of an application requesting the installation of four (4) Flock Safety camera poles within Texas Department of Transportation rights-of-ways, within the corporate limits of the City of Saginaw.

SECTION 3.

The City Council of the City of Saginaw designates Chief of Police, Russell Ragsdale, as the authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the request on behalf of the City; and, is hereby authorized to execute a Multiple Use Agreement with the Texas Department of Transportation governing the matters detailed herein.

SECTION 4.

That this Resolution shall be in full force and effect from and after the date of its adoption, and it is so resolved.

ADOPTED AND APPROVED THIS ____ DAY OF _____, 2023.

APPROVED: _____
Todd Flippo, Mayor

ATTEST: _____
Janice England, City Secretary



City of Saginaw City Council Memorandum

Prepared By: Brandon Badovinac

Action regarding Emergency Rooftop HVAC Repairs to Police Department--Russell Ragsdale, Chief of Police

Meeting	Agenda Group	
Tuesday, October 17, 2023, 6:00 PM	Consent Agenda	Item: C
Reference File		

BACKGROUND/DISCUSSION:

A pre-season inspection on all police department HVAC units revealed emergency replacement needs to be completed on six heat exchangers before they can be activated.

FINANCIAL IMPACT:

Total cost is \$24,109.00. Buy Board contract # 631-20.

RECOMMENDATION:

Staff recommends approval of the bid and repairs completed as presented.

Attachments

TD Industries Invoice.pdf

TDIndustries is licensed and regulated by the
Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711
1-800-803-9202 or 512-463-6599
www.license.state.tx.us



Texas State Board of Plumbing
P.O. Box 4200
Austin, TX 78765

Company:	Saginaw Police Department 505 W McLeroy Blvd	Building Name:	Saginaw Police Department 505 W McLeroy Blvd
Bill to Address:	505 W McLeroy Blvd Saginaw, TX 76179	Building Address:	505 W McLeroy Blvd Saginaw, TX 76179
Contact:	Lt Crippen	Job Name:	Saginaw Police heat exchanger replacements leak check and evap coil cleaning
Phone:	817-230-0391	Date:	October 11, 2023
Email:	Jcrippen@saginawpolice.org	OPP No:	47496 Buy Board contract # 631-20

TDIndustries, Inc. is very pleased to have the opportunity to provide pricing for the above referenced property. Please find listed below the scope of work that will be performed.

Scope of Work:

- Will recover the refrigerant from Carrier RTU4 Model # 48HJD005, will pressure with nitrogen and leak test refrigerant circuit. will repair leak if possible and will pull vacuum and charge with new R-22 refrigerant. If leak cannot be repaired, we will provide a new quote for replacement part. Will clean evaporator coil in RTU 4.
- Will remove defective heat exchangers from RTU's 2,3,4,5,6,9
- Will provide and install new heat exchangers.
- Will reconnect gas lines and reassemble units.
- Will perform start up on units and test operation.
- Will clean-up work area when completed.

Notes:

- This proposal does include after-hours labor
- Additional repairs will be quoted separately
- **Please Note: Stated pricing valid for 14 days from issue date**

Total Price for Labor and Materials (Excluding Sales Tax) -----\$24,109.00

* Net due upon receipt of invoice. Remit to P.O. Box 300008, Dallas, TX 75303-0008

Thank you very much for the opportunity to provide pricing for the work listed above. Please contact me at the numbers listed below if you have any questions or need further information.

Respectfully submitted,

Larry Zollinger
Technical Account Manager III
TDIndustries
Larry.Zollinger@TDIndustries.com
O: 817-306-6521 | C: 817-319-0559

Accepted by

Date

Clarifications

- Following our core value to "Fiercely Protect", our employees are empowered to stop work at any time where they deem the safety of themselves or anyone else is in jeopardy. We will immediately seek to resolve any concerns by engaging with our customer and safety department to elevate the issue which will allow work to resume.
- This proposal is based on performing work during normal working hours and at normal wage rates paid by TDIndustries, Inc.
- Price is based on the assumption that the structure is of sufficient strength that all piping, duct and equipment can be supported from it.
- Proposal is inclusive of all permits and inspections as required by local and state agencies. Where work is being performed under a General Contractor, we will validate under Contractors Building Code permit.
- **Please Note: Stated pricing valid for 14 days from issue date.** All pricing is based on award of contract and work commence not later than 60 days from the date of this proposal.
- TDIndustries, Inc. assumes no responsibility for existing services / conditions, their quality and/or performance.
- Existing valves must close and hold.
- TDIndustries, Inc. assumes no responsibility for condition of utilities or parking lots/roadways above or below grade.
- TDIndustries disclaims any responsibility for incorrect data contained in the plan, specs and/or engineering data.
- Proposal is based on use of building elevators.
- Delays Caused by Coronavirus Concerns. Notwithstanding any other provision of this Agreement, any delay caused by good faith actions taken by Owner, Design-Builder, or federal, state or local government agencies in an effort to thwart, limit, prevent or treat coronavirus shall be excused. This excuse shall also apply to a shortage of materials or labor as a result of the coronavirus threat.

Exclusions:

- Sheetrock or concrete cutting, removal or patching of any nature.
- Cleaning or painting of existing grilles.
- Ceiling removal or replacement.
- Concrete work of any nature.
- Cutting or patching of drywall or block walls.
- Cutting or patching of existing pavement for incoming services.
- Smoke dampers or smoke ventilation other than stair pressurization.
- Insulation of existing un-insulated ductwork.
- Modifications of existing ductwork and piping due to conflict with new lighting fixtures or new structural/architectural modifications.
- Repairs or modifications of existing mechanical equipment or systems.
- Roof cutting and patching unless specified by owner
- Roofing work.
- Cutting roof deck.
- Leveling roof curbs.
- Gas piping.
- Any pre-existing conditions (gas pressure, electrical, structural).
- Any hot water problems that exist outside the scope of the boiler room (mixing).
- Additional work required to meet OSHA or ADA standards.

Any additional work not listed in the scope above will require written authorization by the customer before TDIndustries, Inc. can proceed.

Revised 09/2021

13850 Diplomat Drive, Dallas, TX 75234 - 972-888-9370, Fax #972-888-9520

License # A/C TACLA12338C (Dallas), Plumbing M-18944 – Wesley Baker DFW, Electrical TECL17889 DFW, Sanitary Sewer N/A, FLS ACR-3105, SCR-1064, ECR-1944, B-11764

LIMITED WARRANTY

- 1 EQUIPMENT, GOODS, MATERIAL PURCHASED AND INSTALLED BY TDINDUSTRIES: TDIndustries, Inc. shall use its best efforts to obtain from each manufacturer, in accordance with the manufacturer's warranty (copies of which will be furnished upon request) or customary practice, the repair or replacement of equipment, goods, or material that are defective in material or workmanship. The foregoing shall constitute the exclusive remedy of the customer and sole obligation of TDIndustries, Inc. THERE ARE NO WARRANTIES, EITHER WRITTEN OR ORAL, IMPLIED OR STATUTORY RELATING TO THE EQUIPMENT, GOODS, OR MATERIAL, PROVIDED WHICH EXTEND BEYOND THAT DESCRIBED IN THIS PARAGRAPH. NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.
- 2 LABOR - TDIndustries, Inc. warrants its labor associated with the project above, to be free from workmanship defects for a period of 90-days from the date of completion unless otherwise noted above. Sewer and Drain Cleaning - TDIndustries, Inc. warrants its workmanship for sewer and drain cleaning for a period of 24 hours from the date of completion. Any foreign material retrieved from sewer or drain during the warranty period will discharge the warranty and incur additional costs for clearing the stoppage.
- 3 This proposal is submitted for customer's consideration with the understanding that it must be approved by TDIndustries, Inc. after its acceptance by the customer and is not binding upon TDIndustries, Inc. until so approved in writing.
- 4 Your acceptance of this proposal is expressly limited to the terms of this document. Any additional or different terms or conditions set forth in your purchase order or in any similar such communication are hereby objected to by TDIndustries, Inc. and shall not be binding nor effective unless assented to in writing by an authorized representative of TDIndustries, Inc. Any order or any statement of intent to proceed with installation or any direction to proceed with installation or acceptance of this proposal or payment in full or part for any of the work or equipment furnished shall constitute customer's assent to the terms and conditions of this proposal.

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.

STANDARD TERMS AND CONDITIONS

THIS PROPOSAL IS EXPRESSLY CONDITIONED UPON THE TERMS AND CONDITIONS CONTAINED OR REFERRED TO HEREIN, INCLUDING THOSE CONTAINED IN ANY ATTACHMENT HERETO.

- 1 TDIndustries, Inc. liability or any claim for loss or damage arising out of this contract or from the performance or breach thereof or connected with the supplying of any labor, equipment, goods or material hereunder, or their sale, resale, operation or use, whether based on contract, warranty, tort (including negligence) or other grounds, shall not exceed the price allowable to such labor, equipment, goods or material, or part thereof involved in the claim.
TDIndustries, Inc. shall not, under any circumstances, be liable for any labor charges without the prior written consent of TDIndustries, Inc. TDIndustries, Inc. shall not, in any event, be liable, whether as a result of breach of contract, warranty, tort (including negligence) or other grounds, for special, consequential, incidental or penal damages including, but not limited to, loss of profits, revenues, loss of the product or any associated product, cost of capital, cost of substitute products, facilities or services, downtime costs or claims of the Customer for such damages. If TDIndustries, Inc. furnishes Customer with advice or other assistance which concerns labor, equipment, goods, or material furnished hereunder, or any systems or equipment in which of such equipment, goods, or material may be installed, and which is not pursuant to this contract, the furnishing of such advice or assistance will not subject TDIndustries, Inc. to any liability, whether based on contract, warranty, tort (including negligence) or other grounds.
- 2 If TDIndustries, Inc. encounters asbestos, polychlorinated Biphenyl (PCB) or other hazardous substances on the site, TDIndustries, Inc. will stop work and report the condition to the owner or owners' representative. TDIndustries, Inc. will not resume work in the affected area until the asbestos, PCB's or other hazardous substances have been removed or otherwise controlled so that it does not pose a health or safety threat.
- 3 Any installation dates given in advance are estimated. Installation will be subject to prior orders with TDIndustries, Inc. TDIndustries, Inc. shall not be liable for failure to perform or delay in performance hereunder resulting from fire, labor difficulties, delays in usual sources of supply, major changes in economic conditions, or, without limitation by the foregoing, any cause beyond TDIndustries, Inc. reasonable control.
- 4 On arrival of any equipment, goods and material at the shipping address specified on the reverse side hereof, Customer shall assume all risk or loss or damage to such equipment, goods, or material.
- 5 In the event Customer requires TDIndustries, Inc. to delay shipment or completion of the work under this proposal, payment pursuant to this proposal shall not be withheld or delayed on such account. TDIndustries, Inc. shall have the right to deliver any portion of the equipment, goods or material to be furnished hereunder and to bill Customer therefore, and Customer agrees to pay for the same in accordance with terms of the payment hereof upon notification that such shipment is ready for delivery, notwithstanding the fact that Customer may be unable to receive or provide suitable storage space for any such partial delivery. In such event, such portion of the equipment, TDIndustries, Inc. may store goods or material ready for shipment at Customer's risk and expense.
- 6 The amount of any past, present or future occupation, sales, use, service, excise or other similar tax which TDIndustries, Inc. shall be liable for, either on its own behalf or on behalf of Customer, or otherwise, with respect to any equipment, goods, material or service covered by this proposal, shall be in addition to the prices set forth herein and shall be paid by Customer.
- 7 If the equipment, goods or material furnished hereunder requires the use of water or steam, recirculated or otherwise, TDIndustries, Inc. shall not be liable for the effect of its physical or chemical properties upon said equipment, goods or material.
- 8 All skilled or common labor which may be furnished by the Customer shall be considered and treated as Customer's own employees, and Customer agrees to fully protect and indemnify TDIndustries, Inc. against all claims for accidents or injuries to such employees in the course of the work, or to any person or persons through the negligence of such employees.
- 9 No oral representations are binding upon TDIndustries, Inc. unless reduced to writing and signed by an authorized representative of TDIndustries, Inc. All changes to this contract must be in writing.
- 10 Effective November 1, 2020, all credit card transactions with TDIndustries, Inc. will include a surcharge fee of 3% of the total transaction amount. This fee does not exceed our cost of acceptance.



City of Saginaw

City Council Memorandum

Prepared By: Janice England

Action regarding Professional Services Agreement with LJA Engineering, Inc. for Planning Services--Randy Newsom, Director of Public Works

Meeting	Agenda Group	
Tuesday, October 17, 2023, 6:00 PM	Consent Agenda	Item: D
Reference File		

BACKGROUND/DISCUSSION:

The proposed Professional Services Agreement with LJA Engineering, Inc. is for planning services by Abra Nusser. The agreement covers planning services as needed. This agreement will replace the prior agreement with Peloton Land Solutions. Peloton Land Solutions was recently acquired by LJA Engineering, Inc.

FINANCIAL IMPACT:

The agreement is on an as needed basis. Therefore the financial impact will be dependent on the actual services rendered.

RECOMMENDATION:

Staff recommends approval.

Attachments

City of Saginaw PSA FINAL 23SEP18.pdf

PROFESSIONAL SERVICES AGREEMENT

This Agreement prepared on September 18, 2023 is by and between City of Saginaw with address at 333 W McLeroy Boulevard, Saginaw, Texas 76179 ("Client") and LJA Engineering, Inc. ("LJA"), who agree as follows:

Client engages LJA to perform professional services (the "Services"), on a non-exclusive basis, for the compensation set forth in one or more proposals or work authorizations (the "Proposal(s)") for one or more projects (the "Project(s)"). LJA shall be authorized to commence the Services upon execution of the Proposal(s) by the Client. Client and LJA agree that this Agreement, the Proposal(s), and any attachments herein incorporated by reference (the "Agreement") constitute the entire agreement between them.

I. LJA'S RESPONSIBILITIES: LJA shall perform or furnish the Services described in the Proposals, which shall be combined and attached as part of this Agreement. Where the terms or conditions of any Proposal conflict with those of Parts I-III contained herein, the Proposal shall control for the Services performed under that Proposal only.

II. CLIENT'S RESPONSIBILITIES: Client, at its expense, shall do the following in a timely manner so as not to delay the Services:

1. INFORMATION/REPORTS: Furnish LJA with all information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project.

2. REPRESENTATIVE / ACCESS: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define Client's policies, and make decisions with respect to the Services, and provide LJA safe access to any premises necessary for LJA to provide the Services.

3. DECISIONS: Provide all criteria and full information as to requirements for the Project, obtain (with LJA's assistance, if applicable) necessary approvals and permits, attend Project-related meetings, provide interim reviews on an agreed-upon schedule, make decisions on Project alternatives, and participate in the Project to the extent necessary to allow LJA to perform the Services.

III. COMPENSATION, BILLING, & PAYMENT: Client shall pay LJA for Services as denoted in the applicable Proposal and in accordance with the standard rate schedule – Attachment B.

IV. STANDARD TERMS AND CONDITIONS: Attachment A.

The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing and each of the undersigned parties has caused this Agreement to be duly executed. This Agreement contains a limitation of liability clause and the Client has read and consents to all terms.

APPROVED FOR "CLIENT"
CITY OF SAGINAW

APPROVED FOR "LJA"
LJA ENGINEERING, INC.

By: _____

By:  _____

Printed Name: _____

Printed Name: James S. Wiegert

Title: _____

Title: Senior Vice President

Effective Date: _____

Attachments:
A – Standard Terms and Conditions
B – Standard Rate Schedule

ATTACHMENT A STANDARD TERMS AND CONDITIONS

1. STANDARD OF CARE. The Services shall be performed with the professional skill and care ordinarily provided by competent engineers practicing under the same or similar circumstances and professional license. The Services are not subject to, and LJA cannot provide, any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code, work authorization, requisition, or notice, except as provided herein.

2. CHANGE OF SCOPE. The scope of Services set forth in any Proposal is based on facts known at the time of execution of the Proposal, including, if applicable, Client Data (defined below). As the Project progresses, facts discovered, including, but not limited to, site conditions or the existence of differing subsurface or physical conditions, may indicate that the scope, pricing, or other terms must be redefined, and the parties shall reasonably cooperate to equitably adjust the scope, pricing, or terms of this Agreement accordingly.

3. SAFETY. LJA has established and maintains corporate programs and procedures for the safety of its employees. Unless included as part of the Services, LJA specifically disclaims any authority or responsibility for general job site safety and safety of persons other than LJA employees.

4. DELAYS. The Services shall be performed expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. Where LJA is prevented from completing any part of the Services within the schedule provided under the Agreement due to delay beyond its reasonable control, the schedule will be extended in an amount of time equal to the time lost due to such delay so long as LJA provides written explanation of the delay to Client. Except with regard to payment of any amounts due LJA from any Services, neither party shall be liable to the other for any delays or failure to act, due to unforeseeable causes reasonably beyond the control of the party claiming such circumstances.

5. TERMINATION/SUSPENSION. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. In the event of termination, Client shall pay LJA for all Services, rendered prior to termination, plus any expenses of termination. In the event either party defaults in its obligations under this Agreement (including Client's obligation to make the payments required hereunder), the non-defaulting party may suspend performance under this Agreement. In the event of a suspension of Services, LJA shall have no liability to the Client for delay or damage caused the Client because of such suspension of Services.

Before resuming Services, LJA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of LJA's Services. LJA's fees for the remaining Services and the time schedules shall be equitably adjusted. Obligations under this Agreement, which by their nature would continue beyond the suspension or termination of this Agreement (e.g., indemnification), shall survive such suspension or termination.

6. RELATIONSHIP WITH CONTRACTORS / REVIEW. LJA shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors, but LJA specifically disclaims any authority to direct or supervise the means, methods, techniques, security or safety activities, personnel, compliance, sequences, or procedures of construction selected by Client's contractors. For Projects involving bid preparation, LJA may supply standard contract forms, templates, or other documents that will be executed between the Client and contractor(s). It is the Client's responsibility to review those documents and to obtain legal advice thereto. For Projects involving construction, Client acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related services by the design professional for the Project permits errors or omissions to be identified and corrected at comparatively low cost. Evaluations of Client's budget for construction and estimates prepared by LJA represent LJA's judgment as a design professional. It is recognized, however, that neither LJA nor Client have control over the cost of labor, materials, or equipment, the contractor's methods of determining bid prices, or competitive bidding, market, or negotiating conditions. Accordingly, LJA cannot and does not warrant or represent that bids or negotiated prices will not vary from Client's budget or from any estimate of costs prepared or agreed to by LJA. LJA shall not be responsible for the contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. In fulfilling its duties pursuant to the Agreement, Client permits LJA to elect to subcontract to others certain tasks in its scope of Services.

7. INSURANCE. LJA will maintain insurance coverage for Professional Liability, Commercial Liability, Auto, and Workers' Compensation in amounts in accordance with legal and business requirements. Certificates evidencing such coverage will be provided to Client upon request. For Projects involving construction,

Client agrees to require its construction contractor, if any, to include LJA as an additional insured on its policies relating to the Project. LJA's coverages referenced above shall, in such case, be excess over any contractor's primary coverage. Client shall require its construction contractor to include LJA as an indemnitee under any indemnification obligation of contractor to Client to the fullest extent allowed by law.

8. PROJECTS WITH MULTIPLE CLIENTS. When LJA undertakes a Project for multiple Clients, each Client on the Project is jointly and severally liable for payments for LJA's Services. If any Client fails to make timely payment to LJA, and the remaining Clients wish to continue the Project, the remaining Clients will promptly notify LJA in writing to continue the Project and their joint and several obligations shall remain the same. LJA, at its option, may suspend the remaining performance under this Agreement until all past due payments are made, and authorization to proceed and pay from all non-defaulting Clients is received, or continue work on the Project and invoice and collect from the remaining Clients any payment (including damages) of amounts past due and that become due.

9. SITE CONDITIONS. Hazardous, archaeological, paleontological, cultural, biological, or other materials, protected resources, unknown underground facilities, or other conditions ("Conditions") may exist at a site where there is no reason to believe they could or should be present. LJA and Client agree that the discovery of unanticipated Conditions constitutes a changed condition that may mandate a renegotiation of the scope of Services. LJA will notify Client should unanticipated Conditions be encountered. Client acknowledges and agrees that it retains title to all Conditions existing on the site and shall report to the appropriate public agencies, as required, any Conditions at the site that may present a potential danger to the public health, safety, or the environment. Client shall execute any manifests in connection with avoidance, containment, transportation, storage, or disposal of Conditions resulting from the site.

10. INDEMNITY. LJA shall indemnify Client from and against liability for damage to the extent that the damage is actually caused by or results from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by LJA, LJA's agent, or another entity over which LJA exercises control.

11. LIMITATION OF LIABILITY. No employee or agent of LJA shall have individual liability to Client. Client agrees that, to the fullest extent permitted by law, LJA's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, LJA's negligence, errors, omissions, strict liability, or breach of contract, and whether claimed directly or by way of contribution, shall not exceed the total compensation received by LJA for the relevant work authorization or proposal under this Agreement. If Client desires a limit of liability greater than that provided above, Client and LJA shall include in Part III

of this Agreement the amount of such limit and the additional compensation to be paid to LJA for assumption of such additional risk.

12. CONSEQUENTIAL DAMAGES. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST REVENUES, LOSS OF USE, LOSS OF FINANCING, LOSS OF REPUTATION, LOST PROFITS, DELAYS, OR OTHER ECONOMIC LOSS ARISING FROM ANY CAUSE INCLUDING BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER CAUSE WHATSOEVER, NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY. REGARDLESS OF LEGAL THEORY, LJA SHALL BE LIABLE ONLY TO THE EXTENT THAT ANY DAMAGES SPECIFIED HEREIN ARE FOUND BY A FINAL COURT OF COMPETENT JURISDICTION TO HAVE BEEN THE SEVERAL LIABILITY OF LJA. TO THE EXTENT PERMITTED BY LAW, ANY STATUTORY REMEDIES THAT ARE INCONSISTENT WITH THIS PROVISION OF THE AGREEMENT ARE WAIVED.

13. REUSE OF PROJECT DELIVERABLES. Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by Client for any purpose other than that for which such were originally prepared, or alteration of such without the written verification or adaptation by LJA for the specific purpose intended, shall be at the Client's risk. All title blocks and the engineer's seal, if applicable, shall be removed if Client provides deliverables in electronic media to any third party. Any modification of the plans will be evidenced on the plans and be signed and sealed by a licensed professional prior to re-use of modified plans. Client agrees that relevant analyses, findings, and reports provided in electronic media shall also be provided in hard copy and that the hard copy shall govern in the case of a discrepancy between the two versions, and shall be held as the official set of drawings, as signed and sealed. Client shall be afforded a period of thirty (30) days to check the hard copy against the electronic media. In the event that any error or inconsistency is found during that time, LJA shall be advised and the inconsistency shall be corrected at no additional cost to Client. Following the expiration of this notice period, Client shall bear all responsibility for the care, custody, and control of the electronic media. In addition, Client represents that it shall retain the necessary mechanisms to read the electronic media.

14. CLIENT DATA. Client or any third party designated by Client may provide information, reports, studies, site characterizations, advice, instructions, and similar information in its possession relating to the Project ("Client Data"). LJA may reasonably and in good faith rely upon the accuracy of Client Data and unless described as part of the Services, LJA is not required to audit, examine, or verify Client Data. However, LJA will not ignore the

implications of information furnished to LJA and may make reasonable inquiries if Client Data as furnished appears to be incorrect or incomplete. LJA makes no representations or warranties (express or implied) as the quality, accuracy, usefulness, or completeness of any Services to the extent LJA relies on Client Data. LJA, its affiliates, its officers, directors, and employees shall have no liability whatsoever with respect to the use of unreliable, inaccurate, or incomplete Client Data.

15. ASSIGNMENT/BENEFICIARIES. Neither party may assign this Agreement without the written consent of the other party. With the exception of such assignments, nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, if any. The Services may be performed by any affiliated company of LJA under its common insurance program.

16. AMENDMENT, NO WAIVER, & SEVERABILITY. This Agreement can be amended in writing and signed by the parties. No waiver by either party of any default by the other party in the performance of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character. The various terms, provisions, and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

17. INDEPENDENT PARTIES. Each party is an independent entity and is not a partner, agent, principal, or employee of the other party, unless otherwise agreed to by the parties in writing. Nothing in this Agreement shall restrict or otherwise prohibit either party or their respective affiliates in the conduct of their businesses.

18. STATUTE OF LIMITATION. To the fullest extent permitted by law, the parties agree that the time period for bringing claims under this Agreement shall expire one (1) year after Project completion.

19. STATUTORY TERMS APPLICABLE TO STATE POLITICAL SUBDIVISIONS. As required by Chapter 2252 of the Texas Government Code (the "Code"), and as such terms are defined therein, LJA is not listed on, nor does not do business with, "Companies" that are on the Texas Comptroller of Public Accounts' list of "Designated Foreign Terrorist Organizations." As required by Chapter 2271 of the Code, and as such terms are defined therein, LJA verifies that it does not, nor will it, "boycott Israel" through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not, nor will it, "boycott energy companies," through the term of this Agreement. As required by Chapter 2274 of the Code, and as such terms are defined therein, LJA hereby verifies that it does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association," and will not discriminate against a firearm entity or firearm trade

association through the term of this Agreement. As required by Chapter 113 of the Texas Business & Commerce Code, and as such terms are defined therein, LJA is not owned by nor has the majority of stock or other ownership interest of the company held by (i) individuals who are citizens of China, Iran, North Korea, Russia or a "designated country", or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a "designated country." LJA is headquartered in Houston, Texas.

20. DISPUTE RESOLUTION. The parties shall attempt to settle all claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of this Agreement, including but not limited to breach thereof, by discussion between the parties' senior representatives. If any dispute cannot be resolved in this manner, within five (5) business days, the parties agree to refer such claims, disputes, and controversies to mediation by a mediator mutually agreed to and equally paid for by the parties before, and as a condition precedent to, the initiation of any adjudicative action or proceeding, including arbitration. The mediator shall convene the mediation at the request of either party, and the mediation will last at such times and as long as the mediator reasonably believes agreement is probable. Notwithstanding the foregoing, prior to or during negotiation or mediation, either party may initiate litigation that would otherwise become barred by a statute of limitation. In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs including reasonable attorney's fees from the other party.

21. LITIGATION SUPPORT. LJA will not be obligated to provide expert witness or other litigation support related to its Services, unless expressly agreed in writing. In the event LJA is required to respond to a subpoena, inquiry, or other legal process related to the Services in connection with a proceeding to which LJA is not a party, Client will reimburse LJA for its costs and compensate LJA at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and the like.

22. GOVERNING LAW. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas without giving effect to any conflict or choice of law rules or principles under which the law of any other jurisdiction would apply. Each party hereby submits to the jurisdiction of the federal and state courts located in Tarrant County, Texas, and agrees that such courts shall be exclusive forum and venue for resolving any legal suit, action or proceeding arising out of or relating to this Agreement.

23. NONAPPROPRIATION. If the governing body of Client fails to specifically appropriate sufficient funds to make payments for services contemplated herein and no such appropriation is legally made within two weeks after demand by LJA, an event of nonappropriation ("Event of Nonappropriation") will have occurred and LJA may

immediately terminate this Agreement. Nothing in this Section or elsewhere in this Agreement will be deemed in any way to obligate the City or create a debt of City beyond its then current fiscal year. If the City fails or refuses to make any payment due as a result of an Event of Nonappropriation, then City will have no further liability under this Agreement. LJA HAS NO RIGHT TO COMPEL CITY TO LEVY OR COLLECT TAXES TO MAKE ANY PAYMENTS REQUIRED HEREUNDER, OR TO EXPEND FUNDS BEYOND THE AMOUNT PROVIDED FOR IN THE THEN CURRENT FISCAL YEAR OF CUSTOMER. All payments from City shall be made from current revenues available to the City, only.

Ver.04NOV2022

ATTACHMENT B

LABOR CATEGORY	BILLING RATES	
	Lowest	Highest
Department Head (VP, Division Manager)	\$225.00	\$300.00
Senior Consultant	\$230.00	\$285.00
Director	\$200.00	\$285.00
Group Manager	\$195.00	\$265.00
Sr. Project Manager	\$190.00	\$260.00
Project Manager	\$135.00	\$210.00
Sr. Project Engineer	\$140.00	\$215.00
Professional Engineer (Project Engineer, APM)	\$120.00	\$195.00
Graduate/Design Engineer	\$ 90.00	\$140.00
Sr. Civil Designer	\$ 90.00	\$175.00
Civil Designer	\$ 80.00	\$140.00
Sr. Planner	\$130.00	\$195.00
Planner	\$ 85.00	\$150.00
Sr. Landscape Architect (Studio Lead)	\$130.00	\$175.00
Landscape Architect	\$100.00	\$165.00
Landscape Designer	\$ 85.00	\$140.00
Sr. Construction Manager	\$120.00	\$195.00
Construction Manager	\$100.00	\$155.00
Resident Project Representative	\$ 85.00	\$145.00
Construction Engineer	\$ 85.00	\$145.00
Construction Inspector	\$ 70.00	\$135.00
GIS Developer	\$105.00	\$190.00
GIS Analyst	\$ 75.00	\$125.00
Survey Project Manager	\$130.00	\$210.00
Project Surveyor	\$110.00	\$170.00
Survey Technician	\$ 75.00	\$155.00
Clerical (Admin. Assistant)	\$ 60.00	\$125.00
Intern	\$ 45.00	\$ 85.00

Expert Witness

Expert witness and certificate (merit or lender) duties will be billed at a rate of \$425.00/hour.

Reimbursable Expenses

In performance of the Scope of Services attached to the Project specific Proposal, the following types of expenses are not contemplated in the Total Proposal Fee. These are considered Reimbursable Expenses and LJA will be compensated for in accordance with the following:

1. Reproduction, out-of-town travel expenses, employee travel and mileage, and other non-labor charges directly related to the Project will be billed at cost plus ten percent.
2. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed at cost plus ten percent.
3. Subcontracted services and other services by outside consultants will be billed at cost plus ten percent.
4. Vehicle mileage will be charged at the current IRS mileage rate per mile for all travel.
5. Sales tax as required by state law for surveying services will be billed at cost.

Payments

Billings for Services rendered will be made monthly and payment is requested within fifteen (15) days of receipt of invoice. Unless special arrangements are made, a finance charge of one and one half percent (1.5%) per month will be added to unpaid balances more than thirty (30) days old as well as any costs of collection, including attorney's fees. LJA reserves the right to suspend work should invoices not be paid within the stated terms. Client affirms that the Services to be provided by LJA should not be subject to the addition of any sales tax, value added tax, stamp duty, wage withholding, or similar tax or withholding, including at the source of payment, and as such, requests that LJA not add any such taxes to its invoices. If applicable, Client shall provide LJA with appropriate exemption certificates. The amount of any excise, VAT, or gross receipts tax that may be imposed for professional services shall be added to the compensation as determined above. In the case where Client is obliged to make any deduction or withholding on account of any such addition, the amount paid to LJA by Client for any invoice shall be grossed up to the amount of the invoice so that any fees and other sums payable to LJA are not subject to such taxes.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.



City of Saginaw

City Council Memorandum

Prepared By: Janice England

**Action regarding Ordinance No. 2023-29, Amending Chapter 98, "Utilities", Article V, "Cross Connection Control" of the Saginaw City Code; Amending Regulations governing the Cross Connection Control Program--
Matt Regan, Environmental/Drainage Manager**

Meeting	Agenda Group	
Tuesday, October 17, 2023, 6:00 PM	Consent Agenda	Item: E
Reference File		

BACKGROUND/DISCUSSION:

The City of Saginaw Ordinance No. 97-14, Cross Connection Ordinance, is being updated to include changes brought forth from the City of Fort Worth, our water supplier. As a result, we are amending the ordinance to allow only lead free backflow assemblies to be installed within the City. We are also adjusting the testing frequency to annual for all assemblies.

FINANCIAL IMPACT:

N/A

RECOMMENDATION:

Staff recommends approval.

Attachments

Cross Connection Program Amendment Ordinance.pdf

Ord 2023-29 Exhibit A.pdf

CITY OF SAGINAW, TEXAS
ORDINANCE NO. 2023-29

AN ORDINANCE OF THE CITY OF SAGINAW, TEXAS, AMENDING CHAPTER 98, "UTILITIES," ARTICLE V, "CROSS CONNECTION CONTROL," OF THE SAGINAW CITY CODE; AMENDING REGULATIONS GOVERNING THE CROSS-CONNECTION CONTROL PROGRAM; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATIONS THEREOF; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION IN THE OFFICIAL NEWSPAPER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS; the City of Saginaw, Texas, is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, pursuant to Title 30 of the Texas Administrative Code, Section 290.44, it is the responsibility of the City to protect its drinking water supply by instituting and enforcing a cross-connection control program; and

WHEREAS; the City Council of the City of Saginaw finds that it is in the interest of health, safety and welfare of the citizens of the city to require regulations for the City's potable water system for the protection of the City's water supply from contamination or pollution due to any cross-connections and wishes to amend Article V, of Chapter 98, of the Saginaw City Code accordingly.

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

SECTION 1

That the Saginaw City Code is hereby amended by amending Article V, of Chapter 98, to read as written in Exhibit A, attached hereto.

SECTION 2

This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Saginaw, and this Ordinance shall not operate to repeal or affect the Code of Ordinances of the City of Saginaw or any other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such Code of Ordinances or any other ordinances are hereby repealed.

SECTION 3

Any person, firm, association of persons, corporation, or other organization violating the provisions of this ordinance shall be deemed to be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed \$2000.00. Each day that a violation continues shall be deemed a separate offense.

SECTION 4

The sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the City Council without the incorporation in this Ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph, or section.

SECTION 5

All rights and remedies of the City of Saginaw are expressly saved as to any and all violations of the provisions of any ordinances affecting cross contamination program regulations, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 6

The City Secretary of the City of Saginaw is hereby directed to publish at least twice in the official newspaper of the City of Saginaw, the caption and the penalty clause of this ordinance in accordance with Section 52.013(b) of the Local Government Code.

SECTION 7

This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED AND APPROVED on this 17th day of October, 2023 at a regular meeting of the City Council of the City of Saginaw, Texas.

Todd Flippo, Mayor

ATTEST:

Janice England, City Secretary

APPROVED AS TO FORM:

Bryn Meredith, City Attorney

ARTICLE V. – CROSS-CONNECTION CONTROL PROGRAM

DIVISION 1. - GENERALLY

Sec. 98-321. - Purpose.

Pursuant to Title 30, Texas Administrative Code, Section 290.44, it is the responsibility of the City to protect its drinking water supply by instituting and enforcing a Cross-Connection Control Program. The purpose of this article, therefore, is to comply with the above-cited regulatory requirements and to protect the water supply of the City from contamination or pollution due to any cross-connections.

(Ord. No. 97-14, § 1, 6-17-97)

Sec. 98-322. - Definitions.

Unless a provision explicitly states otherwise, the following terms and phrases, as used in this article, shall have the meanings hereinafter designated. If a word or term used in this article is not contained in the following list, it shall have the definition provided for such word or term in the most recent edition of the Manual of Cross-Connection Control published by the Foundation for Cross-Connection Control and Hydraulic Research, University of Southern California.

Approved backflow prevention assembly (or backflow assembly or assembly) means an assembly to counteract backpressure or prevent backsiphonage. This assembly must appear on the USC List of Approved Backflow Prevention Assemblies.

Auxiliary supply means any water source or system other than the public water system, that may be available in a building or on a property.

AVB means atmospheric vacuum breaker.

Backflow means:

- (1) The flow in the direction opposite to the normal flow; or
- (2) The introduction of any foreign liquids, gases, or substances into the public water system.

Commission (or TCEQ) means the Texas Commission on Environmental Quality and its successor agencies.

Contamination means the presence in or entry into a public water supply system of any substance which may be deleterious to the public health and/or the quality of the water.

Cross-connection means any physical arrangement where a potable water supply is actually or potentially connected with any nonpotable water system, used water system or auxiliary water supply, sewer, drain conduit, swimming pool, storage reservoir, plumbing fixture, swamp cooler, air conditioning unit, fire protection system, or any other assembly which contains, or may contain, contaminated water, sewage, or other liquid of unknown or unsafe quality which may be capable of imparting contamination to the public water system as a result of backflow. Bypass arrangements, jumper connections, removable sections, swivel or change over assemblies, or other temporary or permanent assemblies through which, or because of which, backflow may occur are considered to be cross-connections.

Degree of hazard means the low or high hazard classification that shall be attached to all actual or potential cross-connections.

Department means the Water Department of the City of Saginaw.

Director means the City's Director of Public Works and the directors authorized representatives.

Double check valve backflow prevention assembly (or double check assembly or double check), commonly referred to as DC or DCVA, means an assembly which consists of two independently operating check valves which are spring loaded or weighted. The assembly comes complete with a gate valve on each side of the checks, as well as test cocks to test the checks for tightness.

Drinking water means water distributed for human consumption, for use in preparing food or beverages, or for use in cleaning a utensil or article used in preparing food or beverages for, or consuming food or beverages by, human beings.

Health hazard means an actual or potential threat or contamination of a physical or toxic nature dangerous to health to the public potable water system or a consumer's potable water system.

High hazard means the classification assigned to a cross-connection that could potentially allow a substance that may cause illness or death to a person to backflow into the potable water supply.

Human consumption means uses by humans in which water can be ingested into or absorbed by the human body. Examples of these include, but are not limited to, drinking, cooking, brushing teeth, bathing, washing hands, preparing foods, and washing dishes, utensils, and other articles used in the preparation or consumption of food.

Inspector means a person that is a certified cross-connection inspector employed by or under contract with the city.

Low hazard means the classification assigned to a cross-connection that could potentially allow a substance that may be objectionable but not hazardous to a person's health to backflow into the potable water supply.

Nonresidential use shall include all uses not specifically included in "residential use."

Plumbing code means the city's current adopted issue of the Uniform Plumbing Code.

Potable water supply means any water supply intended or used for human consumption or other domestic use.

Premise isolation means the appropriate backflow prevention at the service connection between the public water system and the water user.

Premises means any piece of property to which water is provided, including all improvements, mobile structures, and structures located on it.

Public water system means any public or privately-owned water system which supplies water for human consumption. The system includes all services, reservoirs, facilities, and equipment used in the process of producing, treating, storing, or conveying water for public consumption.

PVB means pressure vacuum breaker.

Reduced pressure principle backflow prevention assembly (or reduced pressure assembly or RPBA or RP) means an assembly containing two independently acting approved check valves together with a hydraulically operated, mechanically independent pressure differential relief valve located between the check valves and at the same time below the first check valve. The assembly shall include properly located test cocks and tightly closing shut-off valves at the end of the assembly.

Residential use means single family dwellings, duplexes, multiplex housing and apartments where the individual units are each on a separate meter, or, in cases where two or more units are served by one meter, the units are full-time dwellings.

Service connection means the point of delivery at which the water purveyor loses control of the water.

Tester means a person who is a certified backflow prevention assembly technician approved and registered with the Director.

Thermal expansion means heated water that does not have the space to expand.

Used water means water supplied by a public water system to a water user's system after it has passed through the service connection.

(Ord. No. 97-14, § 2, 6-17-97)

Secs. 323—350. - Reserved.

DIVISION 2. – CROSS-CONNECTION CONTROL REGULATIONS

Sec. 98-351. - Cost of compliance.

The cost of complying with these regulations shall be the responsibility of the property owners and their lessees. These costs include but are not limited to purchasing, installation, testing and repair of the assembly. These costs shall also include point of use and premise isolation assemblies. Any cost incurred by the city to enforce this article is the responsibility of the property owners and their lessees.

(Ord. No. 97-14, § 3, 6-17-97)

Sec. 98-352. - Responsibilities of owners and renters.

- (a) It is the responsibility of all property owners and lessees to abide by the conditions of this article. If changes are made to a premises' plumbing system, the property owner shall notify the Director.
- (b) The owner of leased premises is responsible for the installation, testing and repair of all backflow assemblies on the premises. When the lessee changes, the owner shall immediately notify the city.

(Ord. No. 97-14, § 4, 6-17-97)

Sec. 98-353. - Backflow prevention assembly requirements.

- (a) A certified cross-connection inspector employed by or under contract with the city shall determine the type and location of backflow assembly to be installed within the city's water service area.
- (b) At a minimum, a backflow prevention assembly will be required in each of the following circumstances:
 - (1) When the nature and extent of any activity at a premises, or the materials used in connection with any activity at a premises, or materials stored at a premises, could contaminate or pollute the potable water supply.

- (2) When a premises has one or more cross-connections.
 - (3) When internal cross-connections are present that are not correctable.
 - (4) When intricate plumbing arrangements are present that make it impractical to ascertain whether cross-connections exist.
 - (5) When a premises has a repeated history of cross-connections being established or reestablished.
 - (6) When entry to a premises is unduly restricted so that inspections for cross-connections cannot be made with sufficient frequency to assure that cross-connections do not exist.
 - (7) When materials are being used such that, if backflow should occur, a health hazard could result.
 - (8) When installation of an approved backflow prevention assembly is deemed by an inspector to be necessary to accomplish the purpose of these regulations.
 - (9) When an appropriate cross-connection survey report form has not been filed with the Director.
 - (10) When a fire sprinkler system using nonpotable piping material is connected to the city's water system.
 - (11) In all new nonresidential construction, or remodel of an existing building, there shall be installed an approved backflow assembly at the service connection. The type of the assembly will be commensurate with the degree of hazard as determined by an inspector. A backflow assembly that is already in place during the remodel of an existing building may remain if it meets the requirements of this Ordinance. If the backflow assembly does not meet the requirements in this Ordinance, it must be replaced.
 - (12) When a building is constructed on commercial premises, and the end use of such building is not determined or could change, a reduced pressure principle backflow prevention assembly shall be installed at the service connection to provide protection of the public water supply in the event of the most hazardous use of the building.
 - (13) If a premises is required to have backflow prevention assemblies, but water cannot be turned off during the testing of such assemblies, the premises shall be equipped with dual backflow prevention assemblies of the same type so that testing, repair and maintenance can be performed.
 - (14) Any used water return system that has received approval from the Director.
 - (15) If a point of use assembly has not been tested or repaired as required by this article, a premise isolation assembly shall be required.
 - (16) If an inspector determines that additions or rearrangements have been made to the plumbing system without the proper permits as required by the plumbing code, premise isolation shall be required.
 - (17) All multistory buildings, except single family dwellings, or any building with a booster pump or elevated storage tank.
 - (18) Retrofitting shall be required on all high hazard connections and wherever else the Director deems retrofitting necessary.
- (c) Any premises requiring multiple service connections for adequacy of supply and/or fire protection shall have a backflow assembly on each service connection. The assembly shall be commensurate

with the degree of potential hazard that could occur in the event of an interconnect between any of the buildings on the premises.

- (d) A person commits an offense if the person owns or is in control of any premises and knowingly fails to install and maintain backflow prevention assemblies on said premises as required by this section.
- (e) A person commits an offense if the person owns, operates or manages any premises and backflow from the premises enters the public water supply system.

(Ord. No. 97-14, § 5, 6-17-97)

Sec. 98-354. - Residential service connections.

If the Director determines that residential premises have a cross-connection, said premises shall be equipped with an approved backflow, prevention assembly installed in accordance with this article.

(Ord. No. 97-14, § 6, 6-17-97)

Sec. 98-355. - Plumbing code.

As a condition of water service, customers shall install, maintain, and operate their piping and plumbing systems in accordance with the plumbing code. If there is a conflict between this article and the plumbing code, the more restrictive provision shall apply.

(Ord. No. 97-14, § 7, 6-17-97)

Sec. 98-356. - Installation requirements.

- (a) Backflow prevention assemblies shall be installed in accordance with the following requirements to ensure their proper operation and accessibility:
 - (1) Backflow prevention assemblies shall be installed in accordance with the plumbing code and this article. The assembly installer shall obtain the required plumbing permits prior to installation and shall have the assembly inspected by a certified cross-connection inspector and as required by the plumbing code.
 - (2) All backflow prevention assemblies shall be lead free, as defined by the Safe Drinking Water Act (SDWA) Section 1417.
 - (3) No part of a reduced pressure principle backflow prevention assembly shall be submerged in water or installed in a location subject to flooding. If a double check valve assembly is installed in a vault, brass plugs shall be maintained in the test ports at all times and adequate drainage shall be provided.
 - (4) Assemblies shall be installed at the point of delivery of the water supply, before any branch in the line, and on private property located just inside the boundary of the city's right-of-way. An inspector may specify other areas for installation of the assembly.
 - (5) The assembly shall be protected from freezing and other severe weather conditions.
 - (6) All backflow prevention assemblies shall be of a type and model approved by the Director.
 - (7) All vertical installations shall be approved in writing by the Director prior to installation.

- (8) The assembly shall be readily accessible with adequate room for maintenance and testing. Assemblies two inches and smaller shall have at least a six-inch clearance on all sides of the assembly. All assemblies larger than two inches shall have a minimum clearance of 12 inches on the back side, 24 inches on the test cock side, 12 inches below the assembly and 36 inches above the assembly. "Y" pattern double check valve assemblies shall be installed so that the checks are horizontal and the test cocks face upward.
- (9) If the Director grants written permission to install the backflow assembly inside of a building, the assembly shall be readily accessible between 8:00 a.m. and 5:00 p.m., Monday through Friday.
- (10) If an assembly is installed pursuant to subsection (a)(9), and is four inches or larger and is installed five feet or higher above the floor, it shall be equipped with a rigidly and permanently installed scaffolding acceptable to the Director. This installation shall also meet all applicable requirements set out by the U. S. Occupational Safety and Health Administration and the State of Texas occupational safety and health laws.
- (11) An approved air gap shall be located at the relief valve orifice of RP assemblies. This air gap shall be at least twice the inside diameter of the incoming supply line as measured vertically above the top rim of the drain and in no case less than one inch.
- (12) Upon completion of installation, the property owner or their designated representative shall notify the Director to inspect the assemblies. The property owner, or their designated representative, shall register all backflow assemblies with the Director. Registration shall consist of date of installation, manufacturer, model, serial number of the backflow prevention assembly, and initial test report.
- (b) A person commits an offense if the person installs a backflow prevention assembly in violation of this section.
- (c) A person commits an offense if the person fails to notify the Director to inspect a backflow prevention assembly after its installation as required by this section.
- (d) A person commits an offense if the person fails to register a backflow prevention assembly as required by this section.

(Ord. No. 97-14, § 8, 6-17-97)

Sec. 98-357. - Testing of assemblies.

- (a) The property owner will cause the inspection and testing of all assemblies in each of the following circumstances:
 - (1) Immediately after installation.
 - (2) Whenever the assembly is moved.
 - (3) A minimum of once a year for all backflow prevention assemblies
 - (4) Immediately after repair.
- (b) Assemblies may be required to be tested more frequently if the Director deems necessary.
- (c) All assembly testing shall be performed by a certified and registered backflow prevention assembly tester, in accordance with city approved test procedures.

- (d) It is the responsibility of the property owner and the person in control of the premises to have all assemblies tested in accordance with this article.
- (e) A person commits an offense if the person owns or is in control of any premises and knowingly fails or refuses to have the backflow prevention assemblies installed on said premises inspected or tested as required by this section.
- (f) The city shall not be liable for damage to an assembly that occurs during testing, when such damage results from metal fatigue or deteriorated metal, or when such damage occurs under standard testing procedures.

(Ord. No. 97-14, § 9, 6-17-97)

Sec. 98-358. - Maintenance of assemblies.

- (a) A person who owns, operates, or manages premises in which required backflow prevention assemblies are installed shall maintain such assemblies in proper working order at all times, including repair as required. All maintenance and repair of assemblies shall be done in accordance with all applicable regulations of the Commission and this article.
- (b) Backflow prevention assemblies shall be maintained in a manner that allows them to be tested by a method that has been approved by the Director.
- (c) A person commits an offense if the person knowingly fails to maintain backflow prevention assemblies in compliance with this article.
- (d) A person commits an offense if the person knowingly fails to comply with a repair order issued by the Director.

(Ord. No. 97-14, § 10, 6-17-97)

Sec. 98-359. - Thermal expansion.

It is the responsibility of the property owner to eliminate the possibility of thermal expansion, if a closed system has been created by the installation of a backflow assembly.

(Ord. No. 97-14, § 11, 6-17-97)

Sec. 98-360. - Pressure loss.

Any water pressure drop caused by the installation of a backflow assembly shall not be the responsibility of the city. The department may give reasonable assistance to a property owner regarding information on adequate sizing of assemblies and proper plumbing practices to provide for required pressure and flows for fire protection.

(Ord. No. 97-14, § 12, 6-17-97)

Sec. 98-361. - Mobile units.

- (a) A person who owns or operates any vehicle that uses water from the city's public water system shall obtain a use permit from the Director before accessing the public water system. The Director may require a fixed air gap or backflow assembly mounted either on the vehicle or piping.
- (b) The failure of the owner or operator of the vehicle to comply with this article shall be grounds for the city to revoke any permit or license required under the city Code to operate the vehicle or the business for which such vehicle is used.
- (c) The Director may deny a use permit to any person who is not in compliance with this article or who has a history of violating the requirements of this section.
- (d) A person commits an offense if the person operates or causes to be operated a vehicle in violation of this section.

(Ord. No. 97-14, § 13, 6-17-97)

Sec. 98-362. - Right-of-way encroachment.

- (a) No person shall install or maintain a backflow prevention assembly upon or within any city right-of-way except as provided by this section.
- (b) No encroachment agreement as required by the "buildings" chapter of the city Code will be necessary, but all other permits required by the city Code to perform work in the right-of-way shall be obtained.
- (c) A backflow prevention assembly required by this article may be installed upon or within any city right-of-way only if the owner proves to the city that there is no other feasible location for installing the assembly, and installing it in the right-of-way will not interfere with traffic or utilities. The city retains the right to approve the location, height, depth, enclosure, and other requisites of the assembly prior to its installation.
- (d) Any assembly or portion of an assembly which extends above ground shall be located no closer than 18 inches to the face of the curb.
- (e) A property owner shall, at the request of the city and at the owner's sole expense, relocate a backflow prevention assembly which encroaches upon any city right-of-way when such relocation is necessary for street or utility construction or repairs, or for purposes of public safety.
- (f) A person commits an offense if the person installs or maintains a backflow prevention assembly in violation of this section.
- (g) A person commits an offense if the person fails to relocate a backflow prevention assembly located in or upon any city right-of-way after receiving a written order from the city to do so.
- (h) A backflow prevention assembly installed or maintained in city right-of-way in violation of this section or an order issued pursuant to this section is hereby declared to be an offense.

(Ord. No. 97-14, § 14, 6-17-97)

Sec. 98-363. - Certification of backflow prevention assembly testers.

- (a) All backflow assembly testers operating within the city shall be certified in accordance with all applicable regulations of the Commission and this article. No person shall operate as a backflow prevention assembly tester within the city without first being annually certified by the Director.
- (b) At the time of certification, recertification, and upon the Director's request, each person certified as a backflow prevention assembly tester shall furnish evidence to show that they are insured and bonded to perform services on private property, and have current licenses required by the state and the city to perform the contemplated services.
- (c) Persons certified as backflow prevention assembly testers shall meet the following requirements:
 - (1) Hold a current BPAT license issued by the TCEQ.
 - (2) Submit a completed "Contractor Registration Form" application to the Director.
 - (3) Receive confined space entry training certification.
 - (4) Maintain general commercial liability insurance in accordance with current city standards as specified in Ordinance Number 91-7.
- (d) A person commits an offense if the person knowingly operates as a backflow prevention assembly tester within the city without a valid certification issued by the Director.

(Ord. No. 97-14, § 15, 6-17-97)

Sec. 98-364. - Backflow prevention assembly tester responsibilities.

- (a) No certified backflow assembly tester shall operate within the city without first registering with the Director. The Director shall determine whether an applicant is eligible for registration.
- (b) A registration shall remain in effect provided:
 - (1) The tester maintains eligibility for registration and certification;
 - (2) The tester attends and successfully completes continuous education as required for licensing; and
 - (3) Registration is not revoked by the Director.
- (c) Upon recertifying, a tester shall renew his/her registration with the Director. If a certification remains expired for a period of one year, the tester shall reestablish registration eligibility.
- (d) Each applicant for registration shall:
 - (1) Provide evidence to the Director to establish that the applicant has available the necessary tools and equipment to properly test backflow prevention assemblies;
 - (2) Provide evidence to the Director that the applicant has successfully completed "Permit Confined Space Entry Training" as specified by Federal Occupational Safety and Health Agency's 29 CFR 1910.146; and
 - (3) Identify all test gauges the applicant will use in testing backflow prevention assemblies.
- (e) A registered backflow prevention assembly tester shall:
 - (1) File the serial number of each of his test kits with the Director;
 - (2) Annually have each recorded test kit tested for accuracy;

- (3) Perform competent and accurate certifications of each backflow prevention assembly tested and submit complete reports thereof to the Director;
 - (4) List registered serial numbers of test gauges on tests and maintenance reports prior to submitting them to the Director; and
 - (5) Shall not change the design or operation characteristics of a backflow prevention assembly.
- (f) The Director may revoke a registration if the Director determines that the tester:
- (1) Has made false, incomplete, or inaccurate assembly testing reports;
 - (2) Has used inaccurate gauges;
 - (3) Has used improper testing procedures;
 - (4) Has expired insurance;
 - (5) Is not in compliance with safety regulations;
 - (6) Has failed to register the serial numbers of his test kits or failed to calibrate gauges annually as required by subsection (e); or
 - (7) Has violated any other provision of this section.
- (g) A person commits an offense if the person operates as a backflow prevention assembly tester within the city without a valid registration issued by the Director.

(Ord. No. 97-14, § 16, 6-17-97)

Sec. 98-365. - Reduced pressure principle backflow prevention assembly (RP).

- (a) RP's may be utilized at premises where a substance is handled that would be hazardous to the public health if introduced into the potable water system. An RP is normally used in locations where an air gap is impractical. An RP is effective against both backsiphonage and backpressure.
- (b) RP's shall be sized to provide an adequate supply of water and pressure for the premises being served. Flow characteristics are not standard. Consult manufacturer's specifications for specific performance data.
- (c) Premises where interruption of water supply is critical shall be provided with two assemblies installed in parallel. They shall be sized in such a manner that either assembly will provide the minimum water requirements while the two together will provide the maximum flow required.
- (d) Bypass lines are prohibited. Pipe fittings which could be used for connecting a bypass line shall not be installed.
- (e) The assembly shall be readily accessible for testing and maintenance and shall be located in an area where water damage to buildings or furnishings will not occur from relief valve discharge.
 - (1) An approved air gap funnel assembly may be used to direct minor discharges away from the assembly; this assembly will not control flow in a continuous relief situation. Drain lines to accommodate full relief valve discharge flow should be considered.
 - (2) RPs are typically installed above grade in well drained areas.
 - (3) Enclosures shall be designed for ready access and sized to allow for the minimum clearances established below. Removable protective enclosures are typically installed on the smaller

assemblies. Daylight drain ports shall be provided to accommodate full pressure discharge from the assembly.

- (4) All assemblies larger than two inches shall have a minimum of 12 inches on the back side, 24 inches on the test cock side, and the relief valve opening shall be at least 12 inches plus nominal size of assembly above the floor or highest possible water level. Headroom of six feet is required in vaults without a fully removable top. A minimum access opening of 24 inches square is required on all vault lids.
- (5) Assemblies installed more than five feet above floor level must have a suitable platform for use by testing or maintenance personnel.
- (f) The assembly must be protected from freezing and other severe weather conditions.
- (g) Vertical installation is prohibited.
- (h) Lines shall be thoroughly flushed prior to installation. A strainer with blowout tapping may be required ahead of the assembly.
- (i) The property owner assumes all responsibility for leaks and damage. The owner shall also see that the vault is kept reasonably free of silt and debris.
- (j) All RP assemblies shall be tested in accordance with this article. Tests are the responsibility of the assembly owner. The owner shall notify the Director upon installation of any backflow prevention assembly.
- (k) Variances from these specifications will be evaluated on a case-by-case basis. Any deviations shall be prohibited without prior written approval of the Director.

(Ord. No. 97-14, § 17, 6-17-97)

Sec. 98-366. - Double check valve backflow prevention assembly (DC).

- (a) Double check valve assemblies may be utilized at premises where a substance is handled that would be objectionable but not hazardous to health if introduced into the potable water system.
- (b) DCs shall be sized to provide an adequate supply of water and pressure for the premises being served. Flow characteristics are not standard. Consult manufacturer's specifications for specific performance data.
- (c) Premises where interruption of water supply is critical shall be provided with two assemblies installed in parallel. They shall be sized in such a manner that either assembly will provide the minimum water requirements while the two together will provide the maximum flow required.
- (d) Bypass lines are prohibited. Pipe fittings which could be used for connecting a bypass line shall not be installed.
- (e) The assembly shall be readily accessible with adequate room for testing and maintenance.
 - (1) DCs may be installed below grade, providing all test cocks are fitted with brass pipe plugs. All vaults shall be well drained, constructed of suitable materials, and sized to allow for the minimum clearances established below.
 - (2) Assemblies two inches and smaller shall have at least a three-inch clearance below and on both sides of the assembly, and if located in a vault, the bottom of the assembly shall be not more than 24 inches below grade. All assemblies larger than two inches shall have a minimum

clearance of 12 inches on the back side, 24 inches on the test cock side, and 12 inches below the assembly. Headroom of six feet is required in vaults without a fully removable top. A minimum access opening of 24 inches square is required on all vault lids.

- (3) Assemblies installed more than five feet above floor level shall have a suitable platform for use by testing or maintenance personnel.
- (f) Vertical installations are allowed on sizes up to and including four inches that meet the following requirements:
 - (1) Internally spring-loaded check valves.
 - (2) Flow is upward through assembly.
 - (3) Manufacturer states their assembly can be used in a vertical position.
 - (4) Approved by Director.
- (g) The assembly shall be protected from freezing and other severe weather conditions.
- (h) Lines shall be thoroughly flushed prior to installation. A strainer with blowout tapping may be required ahead of the assembly.
- (i) The property owner assumes all responsibility for foundation or basement wall penetration, leaks, and damage. The owner shall also see that the vault is kept reasonably free of silt and debris.
- (j) All DCs shall be tested in accordance with this article. Tests are the responsibility of the assembly owner. The owner shall notify the Director upon installation of any backflow prevention assembly.
- (k) Variances from these specifications will be evaluated on a case-by-case basis. No deviations shall be permitted without prior written approval of the Director.

(Ord. No. 97-14, § 18, 6-17-97)

Sec. 98-367. - Double detector check valve assembly (DDC).

Double detector check valve assemblies may be utilized in all installations requiring a double check valve assembly and detector metering. DDCs shall comply with the installation requirements applicable for double check valve assemblies (DCs).

(Ord. No. 97-14, § 19, 6-17-97)

Sec. 98-368. - Pressure vacuum breaker (PVB).

- (a) PVBs may be utilized at point of use protection only and where a substance is handled that would be objectionable but not hazardous to health if introduced into the potable water system. PVBs protect against backsiphonage only and shall not be installed where there is potential for backpressure.
- (b) The assembly shall be installed a minimum of 12 inches above the highest use outlet or overflow level downstream from the assembly.
- (c) PVBs shall not be installed in an area subject to flooding or where damage would occur from water discharge.
- (d) The assembly shall be protected from freezing.

- (e) The assembly shall be readily accessible for testing and maintenance, with a minimum clearance of 12 inches all around the assembly.
- (f) PVBs shall be located between 12 inches and 60 inches above ground level.
- (g) A strainer with blowout tapping may be required ahead of the assembly.
- (h) All PVBs must be tested in compliance with this article. Tests are the responsibility of the assembly owner. The owner shall notify the Director upon installation of any backflow prevention assembly.
- (i) Variances from these specifications will be evaluated on a case-by-case basis. No deviations shall be permitted without prior written approval of the Director.

(Ord. No. 97-14, § 20, 6-17-97)

Sec. 98-369. - Atmospheric vacuum breaker (AVB).

The use of AVBs is no longer permitted in the City of Saginaw. Existing AVB's are permitted to remain in place until they are no longer serviceable, at which time they must be replaced in accordance with this Ordinance.

(Ord. No. 97-14, § 22, 6-17-97)

Sec. 98-370. - Air gap separation.

- (a) Air gap separations provide maximum protection from backflow hazards and may be utilized at premises where a substance is handled that would be hazardous to health if introduced into the potable water system.
- (b) An air gap separation shall be at least twice the diameter of the supply pipeline measured vertically above the top rim of the receiving vessel; in no case less than one inch. If splashing is a problem, tubular screens may be attached or the supply line may be cut at a 45-degree angle. The air gap distance is measured from the bottom of the angle. Hoses shall not be allowed.
- (c) Air gap separations shall not be altered in any way without prior approval from the Director, and shall be available for inspection at all reasonable times.
- (d) Side walls, ribs or similar obstructions do not affect air gaps when spaced from the inside edge of the spout opening a distance greater than three times the diameter of the effective opening for a single, or a distance greater than four times the effective opening for two intersecting walls.
- (e) In cases where there are three or more side walls, ribs or similar obstructions extending from the water surface to or above the horizontal plane of the spout opening other than as specified in subsection (d) above, the air gap shall be measured from the top of the wall.
- (f) The effective opening shall be the minimum cross-sectional area at the seat of the control valve or the supply pipe or tubing which feeds the assembly or outlet. If two or more lines supply one outlet, the effective opening shall be the sum of the cross-sectional areas of the individual supply lines or the area of the single outlet, whichever is smaller.

(Ord. No. 97-14, § 12.5-560, 6-17-97)

Sec. 98-371. - Fire systems.

An approved double detector check valve assembly shall be the minimum protection for fire sprinkler systems using piping material that is not approved for potable water use and/or that does not provide for periodic flow-through during each twenty-four-hour period, unless a variance has been issued in writing from the Director. An RP assembly shall be installed if any solution other than the potable water can be introduced into the sprinkler system.

(Ord. No. 97-14, § 23, 6-17-97)

Secs. 98-372—98-390. - Reserved.

DIVISION 3. - VIOLATION

Sec. 98-391. - Offense.

A person commits an offense if the person knowingly installs or maintains backflow prevention assemblies or air gaps in violation of this article.

(Ord. No. 97-14, § 24, 6-17-97)

Sec. 98-392. - Access to premises.

- (a) Every person provided water service by the city directly or indirectly shall during the hours of 8:00 a.m. through 5:00 p.m. permit the Director to enter their premises and buildings for the purpose of inspecting pipes and fixtures and the manner in which the water is used to determine compliance with this article.
- (b) If any water user refuses access to a premises during said times for inspection by an inspector, the water user shall install a reduced pressure principle assembly at the service connection to that premise.
- (c) Any temporary or permanent obstruction to safe and easy access to the premises to be inspected shall be promptly removed by the water user at the written or verbal request of the Director and shall not be replaced. The costs of clearing such access shall be borne by the user.
- (d) A person commits an offense if the person knowingly fails to install a reduced pressure principle assembly in accordance with this section after receiving notice from the Director to do so.

(Ord. No. 97-14, § 25, 6-17-97)

Sec. 98-393. - Emergency suspension of utility service.

- (a) The Director may, without prior notice, suspend water service to any premises when such suspension is necessary to stop an actual or threatened backflow which:
 - (1) Presents or may present imminent and substantial danger to the environment or to the health or welfare of persons;
 - (2) Presents or may present imminent and substantial danger to the city's public water supply.
- (b) As soon as is practicable after the suspension of service, the Director shall notify the owner or person in charge of the premises of the suspension in person or by certified mail (return receipt requested),

and shall order such person to correct the cross-connection which allowed the backflow to occur. When time permits, the Director should also notify the owner or person in charge prior to suspending water service.

- (c) If the person fails to comply with an order issued under subsection (b), the Director may take such steps as the Director deems necessary to prevent or minimize damage to the public water supply or to minimize danger to persons.
- (d) The Director shall not reinstate suspended services until:
 - (1) The person presents proof, satisfactory to the Director, that the backflow has been eliminated and its cause determined and corrected;
 - (2) The person pays the city for all costs the city incurred in responding to the backflow or threatened backflow; and
 - (3) The person pays the city for all costs the city will incur in reinstating service.
- (e) A person whose service has been suspended may appeal such enforcement action to the Director, in writing, within ten days of notice of the suspension.
- (f) A person commits an offense if the person reinstates water service to premises suspended pursuant to this section, without the prior approval of the Director.
- (g) The city may obtain a lien against the property to recover its response, abatement, and remediation costs.
- (h) The remedies provided by this section are in addition to any other remedies set out in this article. Exercise of this remedy shall not be a bar against, nor a prerequisite for, taking other action against a violator.

(Ord. No. 97-14, § 26, 6-17-97)

Sec. 98-394. - Nonemergency termination of water supply.

- (a) The Director may terminate the city-provided water supply of any water user who violates the following conditions:
 - (1) Refusing the Director reasonable access to the water user's premises for the purpose of inspection.
 - (2) Hindering or denying the Director access to backflow prevention assemblies.
 - (3) Failing to install a reduced pressure principle assembly as required.
 - (4) Failing to install and maintain backflow prevention assemblies in compliance with this article.
 - (5) Failing to install, maintain, and operate their piping and plumbing systems in accordance with the plumbing code.
- (b) The Director will notify a water user of the proposed termination of its water supply. The water user may petition the Director for a reconsideration and hearing.
- (c) Exercise of this enforcement option by the Director shall not be a bar to, nor a prerequisite for, taking any other action against the water user.
- (d) The Director shall not reinstate suspended services until:

- (1) The person presents proof, satisfactory to the Director, that the backflow has been eliminated and its cause determined and corrected;
- (2) The person pays the city for all costs the city will incur in reinstating service.
- (e) A person commits an offense if the person reinstates water service to premises terminated pursuant to this section, without the prior approval of the Director.

(Ord. No. 97-14, § 27, 6-17-97)

Sec. 98-395. - Penalties.

Any firm, person, or corporation violating any of the provisions, regulations and requirements of this article shall be guilty of a misdemeanor, and upon conviction thereof may be fined in any amount not less than \$10.00 and not more than \$2,000.00 for each such offense.

(Ord. No. 97-14, § 28, 6-17-97)

Secs. 98-396—98-410. - Reserved.



City of Saginaw

City Council Memorandum

Prepared By: Janice England

Consideration and Action Regarding a Guaranteed Maximum Price presented by Byrne Construction Services for the new Library and Senior Center Project--Lee Howell, Asst. City Manager

Meeting	Agenda Group	
Tuesday, October 17, 2023, 6:00 PM	Business	Item: A
Reference File		

BACKGROUND/DISCUSSION:

Under CMAR contract Byrne Construction has presented a Guaranteed Maximum Price (GMP) for the construction of the new library and senior center. Throughout the design process Byrne has worked closely with the City and architectural teams to find the best value in design and construction materials. Byrne has received a series of initial bids and negotiated with numerous subcontractors to assemble a reliable and experienced construction team. Since the project was first estimated, inflation, supply chain, materials and labor costs have risen at unprecedented rates. Every effort has been made to minimize those increases through multiple value engineering sessions. Upon approval of the GMP, Byrne will execute contracts with material and construction subcontractors. The proposed timeline sets a site mobilization date of December 4, 2023.

FINANCIAL IMPACT:

Byrne has presented a GMP value not to exceed \$24,446,792. Payments will be made from authorized 2020 bond funds and ARPA funds.

RECOMMENDATION:

Staff recommends approval.

Attachments

Cost Estimate GMP LibrarySenior Center.pdf

Cost Estimate Summary Sheet

Saginaw Library & Senior Center
 100% Construction Document - 100%CD GMP Budget
 (REV. 1 - ADDENDUM #2 UPDATES)

Date: October 11, 2023

43,890 sqft

Bid Package #	Bid Package Description	100% GMP Budget Costs	Addendum #2 Costs	GMP REV. 1 - TOTAL GMP + Addendum #2 Costs	Cost/SF	Notes
		43,890 sqft	43,890 sqft	43,890 sqft		
010020	Temporary Construction	\$ 369,697	\$ -	\$ 369,697	\$ 8.42	
033000	Concrete	\$ 2,284,335	\$ 76,617	\$ 2,360,952	\$ 53.79	
036500	Concrete Floor Finishes	\$ 26,663	\$ -	\$ 26,663	\$ 0.61	
044200	Masonry	\$ 392,964	\$ (18,804)	\$ 374,160	\$ 8.52	
051000	Steel	\$ 1,347,902	\$ (79,421)	\$ 1,268,481	\$ 28.90	
057000	Miscellaneous Metals	\$ 116,600	\$ (2,350)	\$ 114,250	\$ 2.60	
061000	Rough Carpentry	\$ 165,553	\$ -	\$ 165,553	\$ 3.77	
061800	Glu-Lam Beam Structure	\$ 871,337	\$ -	\$ 871,337	\$ 19.85	
062000	Architectural Woodwork	\$ 251,042	\$ -	\$ 251,042	\$ 5.72	
071000	Waterproofing & Sealants	\$ 357,475	\$ 73,992	\$ 431,467	\$ 9.83	
074000	Metal Wall Panels	\$ 416,526	\$ (39,869)	\$ 376,657	\$ 8.58	
075000	Roofing	\$ 926,867	\$ -	\$ 926,867	\$ 21.12	
078000	Applied Fireproofing	None Shown	None Shown	None Shown	\$ -	EXCLUDED; None Shown
079000	Expansion Joints	None Shown	None Shown	None Shown	\$ -	EXCLUDED; None Shown
081000	Doors, Frames & Hardware	\$ 338,438	\$ 2,680	\$ 341,118	\$ 7.77	
083300	Overhead Doors	\$ 22,135	\$ -	\$ 22,135	\$ 0.50	
084000	Glass & Glazing	\$ 1,163,491	\$ 5,578	\$ 1,169,069	\$ 26.64	
092400	EIFS & Stucco	\$ 497,106	\$ (11,619)	\$ 485,487	\$ 11.06	
092500	Drywall & Acoustical	\$ 1,602,922	\$ 44,545	\$ 1,647,467	\$ 37.54	
093000	Tile	\$ 146,311	\$ -	\$ 146,311	\$ 3.33	
096200	Flooring	\$ 264,295	\$ -	\$ 264,295	\$ 6.02	
099100	Painting	\$ 193,128	\$ -	\$ 193,128	\$ 4.40	
100000	Specialties	\$ 169,189	\$ -	\$ 169,189	\$ 3.85	
101400	Signage	\$ 72,441	\$ -	\$ 72,441	\$ 1.65	
102600	Prefinished Canopies	\$ 758,158	\$ -	\$ 758,158	\$ 17.27	
106500	Operable Partitions	\$ 203,261	\$ -	\$ 203,261	\$ 4.63	
107516	Flagpoles	w/ BP-100000	w/ BP-100000	w/ BP-100000	\$ -	w/ Specialties
110000	Fireplaces	\$ 6,039	\$ -	\$ 6,039	\$ 0.14	
113000	Theater Equipment - Stage Curtains	\$ 15,000	\$ -	\$ 15,000	\$ 0.34	
113000	Library Equipment	\$ 222,241	\$ -	\$ 222,241	\$ 5.06	
114000	Install of OFCI Food Service Equipment	\$ 15,205	\$ -	\$ 15,205	\$ 0.35	
116500	Athletic Equipment	Excluded	Excluded	Excluded	\$ -	EXCLUDED; By Owner
122000	Window Treatments	\$ 58,340	\$ -	\$ 58,340	\$ 1.33	
141000	Elevators	\$ 261,238	\$ -	\$ 261,238	\$ 5.95	
210000	Fire Protection	\$ 180,150	\$ -	\$ 180,150	\$ 4.10	
220000	Plumbing	w/ BP-230000	w/ BP-230000	w/ BP-230000	\$ -	w/ HVAC
230000	HVAC	Combo \$ 3,466,398	\$ 30,832	\$ 3,497,230	\$ 79.68	
260000	Electrical	\$ 2,328,792	\$ 51,407	\$ 2,380,199	\$ 54.23	
271000	Communications System	By Owner	By Owner	By Owner	\$ -	Excluded; Reference Alternate for Allowance
274000	Audio Video System	By Owner	By Owner	By Owner	\$ -	EXCLUDED; By Owner
281000	Security & Access Control	By Owner	By Owner	By Owner	\$ -	EXCLUDED; By Owner
310000	Earthwork	\$ 531,944	\$ 5,395	\$ 537,339	\$ 12.24	
310005	Enabling	\$ 104,529	\$ 7,500	\$ 112,029	\$ 2.55	
313130	Termite Treatment	\$ 2,600	\$ -	\$ 2,600	\$ 0.06	
321410	Unit Pavers	None Shown	None Shown	None Shown	\$ -	EXCLUDED; None Shown
321720	Pavement Markings	\$ 23,850	\$ 3,121	\$ 26,971	\$ 0.61	
323000	Site Improvements	w/ BP-329000	w/ BP-329000	w/ BP-329000	\$ -	w/ Landscaping
323113	Fences & Gates	\$ 108,770	\$ 22,500	\$ 131,270	\$ 2.99	
329000	Landscape & Irrigation	\$ 513,491	\$ 22,709	\$ 536,200	\$ 12.22	
330000	Site Utilities	\$ 797,324	\$ 37,140	\$ 834,464	\$ 19.01	
Cost of Work Subtotal		\$ 21,593,747	\$ 231,953	\$ 21,825,700	\$ 497.28	
	Design Completion Factor 0.00%	\$ -	\$ -	\$ -	\$ -	
	Market Volatility Contingency 0.00%	\$ -	\$ -	\$ -	\$ -	
	Contractor Contingency 3.00%	\$ 647,812	\$ 6,959	\$ 654,771	\$ 14.92	
	Building Permit 0.00%	Excluded	Excluded	Excluded	\$ -	
Subtotal		\$ 22,241,559	\$ 238,912	\$ 22,480,471	\$ 512.20	
	CGL & Umbrella Insurance	\$ 232,511	\$ 2,422	\$ 234,933	\$ 5.35	
	Builder's Risk	\$ 42,583	\$ 444	\$ 43,027	\$ 0.98	
	Payment & Performance Bond	\$ 180,197	\$ 4,972	\$ 185,169	\$ 4.22	
Subtotal		\$ 22,696,850	\$ 246,750	\$ 22,943,600	\$ 522.75	
General Conditions & General Requirements		\$ 988,649	\$ -	\$ 988,649	\$ 22.53	
Subtotal		\$ 23,685,499	\$ 246,750	\$ 23,932,249	\$ 545.28	
	Preconstruction Fee 0.00%	In Separate Agreement	In Separate Agreement	In Separate Agreement		
	Fee 2.15%	\$ 509,238	\$ 5,305	\$ 514,543	\$ 11.72	
Project Total		\$ 24,194,737	\$ 252,055	\$ 24,446,792	\$ 557.00	
		100% GMP Budget Costs	Addendum #2 Costs	GMP REV. 1 - TOTAL GMP + Addendum #2 Costs	Cost/SF	