Dana Goolsby, Mayor
Larissa R. Loveless, Council District #1
Ava Harmon, Council District #2
Vickey L. Chivers, Council District #3
Dustin Frazier, Council District #4
Kristin Clark, Council District #5
Justin Florence, Council District #6



Teresa Herrera, City Manager
April Jackson, City Secretary
Gary Landers, City Attorney

NOTICE OF MEETING
CITY COUNCIL AGENDA
December 13, 2021
Work Session at 4:30 p.m.
Regular Meeting at 5:30 p.m.
City Council Chambers
504 N. Queen Street
Palestine, Texas

Zoom Link:
https://us02web.zoom.us/j/87980116710?pwd=b1E4ZEtXVlkyUitqY1owVXlsNkc0QT09

Meeting ID: 879 8011 6710
Passcode: 210692
One tap mobile
+13462487799,,87980116710#,,,,*210692# US

Note: when you are joining a Zoom meeting by phone, you can use your phone's dial pad to enter the commands *6 for toggling mute/unmute and *9 to "raise your hand." Learn more here.

Follow us live at: facebook.com/palestinetx/

WORK SESSION

1. First reading of a resolution authorizing a funding agreement and an infrastructure grant in an amount not to exceed $25,000.00 for certain wastewater upgrades resulting from proposed annexation of and delivery of utility service to Kim's Convenience Store #45. Greg Laudadio, Interim EDC Director
2. Discuss the rules and regulations for the new Dog Park. Patsy Smith, Parks and Recreation Director
3. Discuss City of Palestine Annual CPI Rate Adjustment in accordance with the terms of the Solid Waste Connection and Disposal Services Agreement between the City of Palestine and Waste Connections effective January 5, 2022. Teresa Herrera, City Manager

REGULAR MEETING

A. **CALL TO ORDER**

B. **INVOCATION AND PLEDGE OF ALLEGIANCE**

C. **PROPOSED CHANGES OF AGENDA ITEMS**

D. **PUBLIC RECOGNITION, PUBLIC COMMENTS, AND ANNOUNCEMENTS**

Any citizen wishing to speak during public comments regarding an item on or off the agenda may do so after completing the required Request to Speak form. All comments must be no more than five minutes in length. Any comments regarding items not on the posted agenda may not be discussed or responded to by the City Council. Members of the public may join via Zoom or in person.

It is not the intention of the City of Palestine to provide a public forum for the embarrassment or demeaning of an individual or group. Neither is it the intention of the Council to allow a member of the public to slur the performance, honesty, and/or integrity of any person or threaten any person. Accordingly, profane, insulting, or threatening language will not be read

aloud at the meeting.

1. Recognition of new Police K9 Hera and Handler Cpl. Nathan Perkins. Mark Harcrow, Police Chief

E. **CONFLICT OF INTEREST DISCLOSURES**

F. **MAYOR'S REPORT**

G. **ITEMS FROM COUNCIL**

H. **CITY MANAGER'S REPORT**

1. Columbia Scientific Balloon Facility Master Plan presentation. Debbie Fairbrother, Columbia Scientific Balloon Facility
2. October 2021 Monthly Financial Statement
3. October 2021 Tourism Monthly Report
4. October/ November 2021 Economic Development Department Report
5. November 2021 Development Services Monthly Report
6. November 2021 Municipal Court Monthly Report
7. November 2021 Library Monthly Report
8. November 2021 Public Works Monthly Report
9. November 2021 Police Department Report
10. November 2021 Parks and Recreation/ Facility Maintenance Monthly Report
11. November 2021 Fire Monthly Report

I. **BOARD APPOINTMENTS**

1. Consider the reappointment of Beckie Gilbert to Place 3 with term to expire June 14, 2024, Civil Service Commission, Teresa Herrera, City Manager
2. Consider the reappointment of Kimberly Willmott to Place 2 and Susan Eiben to Place 3 with a term to expire December 31, 2023, Palestine Economic Development Corporation. Dana Goolsby, Mayor

J. **CONSENT AGENDA**

The following items may be acted upon in one motion. No separate discussion or action is necessary unless requested by the Mayor or a Council Member, in which event those items will be pulled for separate consideration. Approval of the consent agenda authorizes the City Manager to implement each item in accordance with staff recommendations.

1. Consider an ordinance amending the Pool and Spa Safety Ordinance related to Registered Pool Operator. Patsy Smith, Parks and Recreation Director
2. Consider authorizing city manager to seek sealed bids for Fire Station 1 Roof Replacement. Shannon Davis, Fire Chief
3. Consider an ordinance adopting approving the rules and regulations for the new Dog Park. Patsy Smith, Parks and Recreation Director
4. Consider authorizing city manager to seek sealed bids for electric services at the Wastewater Treatment Plant for the Centrifuge 016 Project. Kevin Olson, PW Director
5. Consider authorizing the city manager to seek sealed bids for City Hall and Police Department Roof Replacement. Teresa Herrera, City Manager
6. Consider approval of Anderson County Humane Society Agreement. Andrew Sibai, Interim Finance Director

7. Consider authorizing city manager to seek sealed bids for concrete work at the Wastewater Treatment Plant for the Centrifuge 016 Project. Kevin Olson, PW Director
12. Consider approval to exercise year two of Denali Sludge Removal Agreement at the Water Treatment Plant. Kevin Olson, PW Director
13. Consider awarding bid RFP 2021-019 for Visitor Center Repairs to Bluebonnet Remodeling in the amount of $43,600.00. Mary Raum, Tourism Marketing Manager
14. Consider approval of an ordinance amending Code to implement the Northeast Texas Public Health District Interlocal Agreement to begin doing most of the public health services, except for mosquito control. Mark Miears, Building Official
15. Consider approval for expenditures over $25,000. Andrew Sibai, Interim Finance Director

K. **REGULAR AGENDA**

1. Discuss and take possible action to order City staff to prepare a municipal service plan and a digital map for the proposed annexation of a portion of State Highway 91. Teresa Herrera, City Manager
2. Discuss and take possible action to acknowledge the receipt of, and accept by motion and affirmative note, Kim Cole's petition to annex into the City of Palestine Kim's Convenience Store #45. Teresa Herrera, City Manager
3. Discuss and take possible action to order City staff to prepare a digital map that identifies Kim's Convenience Store #45 as area proposed for annexation into the City of Palestine. Teresa Herrera, City Manager
4. Discuss and take possible action to order City staff to negotiate and prepare a written annexation, development, and service plan agreement for the extension of municipal services to Kim's Convenience Store #45. Teresa Herrera, City Manager
5. Second reading and discuss and take possible action regarding a resolution authorizing a funding agreement and an infrastructure grant in an amount not to exceed $25,000.00 for certain wastewater upgrades resulting from proposed annexation of and delivery of utility service to Kim's Convenience Store #45. Greg Laudadio, Interim EDC Director
6. Discuss and take possible action regarding City of Palestine Annual CPI Rate Adjustment in accordance with the terms of the Solid Waste Connection and Disposal Services Agreement between the City of Palestine and Waste Connections effective January 5, 2022. Teresa Herrera, City Manager
7. Discuss and take possible action on a resolution authorizing the appointment of a City Representative to the Anderson County Appraisal Central District Board of Directors for the 2022-2023 term. Teresa Herrera, City Manager

L. **CLOSED SESSION**

Council will go into Closed Session pursuant to Texas Government Code, Chapter 551, Subchapter D.

1. Section 551.071 consultation with attorney: pending or contemplated litigation or a settlement offer: airport hanger, Union Pacific Railroad, Laza, and "recent sewer case"
2. Section 551.072 deliberation regarding real property: the purchase, exchange, lease, or value of real property: Library Agreement, Art Tracks Program, and Howard House project
3. Section 551.087 deliberation regarding Economic Development negotiations: Prospects #1015, #1031, #1038, #1039, #1041, #1042, and #1056

M. **RECONVENE IN REGULAR SESSION**

1. Take any action necessary regarding Economic Development negotiations: Prospects #1015, #1031, #1038, #1039, #1041, #1042, and #1056
2. Take any action necessary regarding pending or contemplated litigation or a settlement offer: airport hanger, Union Pacific Railroad, Laza, and "recent sewer case"

3. Take any action necessary regarding real property: the purchase, exchange, lease, or value of real property: Library Agreement, Art Tracks Program, and Howard House project

N. **ADJOURNMENT**

I certify that the above Notice of Meeting was posted on the outdoor bulletin board at the main entrance to City Hall, 504 N. Queen Street, Palestine, Texas, in compliance with Chapter 551 of the Texas Government Code on **Friday, December 10, 2021, at 4:00 p.m.**



April Jackson, City Secretary

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA) PERSONS IN NEED OF SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, CONTACT THE CITY SECRETARY'S OFFICE VIA EMAIL AT csecretary@palestine-tx.org or 903-731-8414.

Agenda Date:	December 13, 2021
To:	City Council
From:	Greg Laudadio, Director of Economic Development
Agenda Item:	First reading of a resolution authorizing a funding agreement and an infrastructure grant by PEDC.
Date Submitted:	12/09/2021

SUMMARY:

First reading of a resolution authorizing a funding agreement and an infrastructure grant in an amount not to exceed $25,000.00 for certain wastewater upgrades resulting from proposed annexation of and delivery of utility service to Kim's Convenience Store #45.

RECOMMENDED ACTION:

First reading of a resolution authorizing a funding agreement and an infrastructure grant in an amount not to exceed $25,000.00 for certain wastewater upgrades resulting from proposed annexation of and delivery of utility service to Kim's Convenience Store #45.

CITY MANAGER APPROVAL:

Agenda Date:	December 13, 2021
To:	City Council
From:	Teresa Herrera, City Manager
Agenda Item:	Dog Park Rules and Regulations
Date Submitted:	12/08/2021

SUMMARY:

Discuss and take any action on new rules and regulations set forth for new Dog Park to be established at Reagan Park located at the Northeast portion of the park b the railroad tracks.

RECOMMENDED ACTION:

To approve the rules and regulations set forth in this agenda item. These were approved by Parks Board on 12-7-21 during their regularly scheduled monthly meeting.

CITY MANAGER APPROVAL:

Attachments

Dog Park Rules Reg 1

City of Palestine

Dog Park

Sec.1-001: Off Leash Areas, Dog Parks

(a) An "Off Leash Area" is an area designated by the City of Palestine in which dogs, under the effective control of their owners/handlers, that may be off a leash.

(b) Rules and Regulations; Penalty

1. Dog Park Hours are from Dawn to Dusk.
2. All dogs must have a current Rabies tags and current City Tag and be free of any contagious diseases.
3. All dogs must be on a leash while entering and exiting the dog park.
4. Dogs are not to be on a leash while in the fenced area of the park. All dogs must be under the control of the owner/handler and there is a limit of 2 dogs per owner/handler in the park at any time.
5. No dog may be left unattended in the park and must be always within view of and within voice control of the owner/handler. Dog owners/handlers must be physically capable of controlling their dogs and must prevent aggressive behavior, biting, fighting, and aggressive barking.
6. Dogs showing any aggression must be leashed and immediately removed from the park. Dogs with a know history of aggressive or dangerous behavior are prohibited from entering the park.
7. Dog owners/handlers must carry one leash per each dog under their care and control while in the park area.
8. Dogs under the age of 4 months are NOT allowed in the park.
9. Female dogs in HEAT are NOT allowed in the park.
10. Appropriate dog toys are allowed in the park, but not toys that are edible such as rawhides and chew bones, which can cause aggressive behavior.
11. Dog owners/handlers are responsible for immediately picking up and disposing of all their dog's waste in appropriate receptacles.
12. Dog owners/handlers must repair any damage caused by their dog (such as holes dug by the dog or chew damage).
13. Animals other than dogs are NOT allowed in the park. (Such as cats, birds, lizards, etc.)

14. All children 13 years of age and younger must be always accompanied and supervised by an adult while in the dog park.

15. No food (dog or human), glass or metal containers, bicycles, skateboards, roller blades, scooters, strollers, carriages, smoking, or alcohol are allowed in the dog park. Dog treats are permissible.

16. The Dog Park is subject to closure upon a determination by the City Parks Director/Designee that there is a reason deemed to be in the public's interest or safety or for maintenance.

17. All City ordinances pertaining to parks shall remain in effect even for the Dog Park.

(c) Signage

1. The City of Palestine shall post and maintain clearly readable sign(s) in a visible location on or near the area, which signs shall provide notice regarding:

   a. Hours of operation

   b. The rules and regulations of the Dog Park

   c. A statement limiting the Liability of the City, such as:

      "**Use of this park is at your own risk. Dog owners/handlers are responsible for the actions and behaviors of their dogs and are liable for damages or injury inflicted by their dogs. The City of Palestine has NO liability or responsibility for damage or injuries in the Dog Park. Park users assume ALL risk associated with use of the Park and waive liability of the City of Palestine for any injury or damage caused by dogs or humans while accessing or using the park."**

   d. A violation or penalty provision

   e. Contact information for the Parks and Recreation Department and the Palestine Police Department

Agenda Date:	December 13, 2021
To:	City Council
From:	Teresa Herrera, City Manager
Agenda Item:	Waste Connections Price Increase
Date Submitted:	11/10/2021

SUMMARY:

Waste Connections sent the City a letter notifying us of a 4.4% increase for services rendered. The base rate is currently at $11.35 per residence per month. The new rate will be $11.55 per residence per month. Commercial and Roll-off customers will be increased 4.4% as well. In accordance with the terms of the Solid Waste Collection and Disposal Services Agreement this rate adjustment will become effective January 5, 2022.

RECOMMENDED ACTION:

Staff recommends Council discuss the rate increase.

CITY MANAGER APPROVAL:

Attachments

Price Increase 2022 Waste Connections

WASTE CONNECTIONS
Connect with the Future

November 9, 2021

City of Palestine
504 N. Queen Street
Palestine, TX 75801

Re: City of Palestine Annual CPI Rate Adjustment

In accordance with the terms of the Solid Waste Collection and Disposal Services Agreement between the City of Palestine and Waste Connections we convey this rate adjustment to become effective January 5, 2022.

Section 6 of "Second Amendment to Solid Waste Collection Contract" specifies that a CPI rate adjustment is to be implemented according to the Bureau of Labor Statistics, resulting in an increase of 4.4% for services rendered by Waste Connections

Base rate is currently at $11.35 per residence per month
New Rate per residence will be $11.55 per residence per month
Commercial and Roll-off customers will be increased 4.4% as well.

We appreciate the opportunity to serve The City of Palestine and look forward to our continued partnership in 2022.

Respectfully,

Blake Aulds
District Manager
Waste Connections

Agenda Date:	December 13, 2021
To:	City Council
From:	Mark Harcrow, Chief of Police
Agenda Item:	Public Recognition for New Police K9 Hera and Handler Cpl. Nathan Perkins
Date Submitted:	12/08/2021

SUMMARY:

Introduction of new K9 Hera

RECOMMENDED ACTION:

Recognition only.

CITY MANAGER APPROVAL:

Agenda Date:	December 13, 2021
To:	City Council
From:	April Jackson, Asst. City Secretary
Agenda Item:	Columbia Scientific Balloon Facility Presentation
Date Submitted:	11/10/2021

SUMMARY:

Columbia Scientific Balloon Facility Master Plan presentation. Debbie Fairbrother

RECOMMENDED ACTION:

Columbia Scientific Balloon Facility Master Plan presentation. Debbie Fairbrother

CITY MANAGER APPROVAL:

Agenda Date:	December 13, 2021
To:	City Council
From:	Andrew Sibai, Senior Accountant
Agenda Item:	October 2021 Monthly Financial Report
Date Submitted:	12/09/2021

SUMMARY:

Mayor and Council,

Attached is the Financial Report for October 2021, please let me know if you have any questions

Thank you,

Attachments

Oct 2021 Financial Report

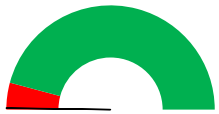
City of Palestine, Texas
Financial Statement
As of October 31, 2021

OVERVIEW

October 31st marks the end of the first period of the FY 2022 budget year.
Therefore, the year-to-date budget percentage for budgetary comparison is 8.33%.

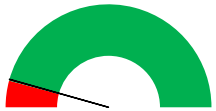
As of October 31st, 2021 General & Utility Fund combined revenues are $986,881.00
This is lower than budgeted expectations at 2% of the annual budgeted amount.
FY 2022 revenues are decreased $206,661, or 17%, under FY 2021.
This decrease is related to a large difference in Property Tax deposits in October 2021

0.4% of Annual Projection



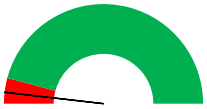
Property Taxes

8.7% of Annual Projection



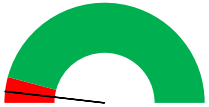
Sales Taxes

3.6% of Annual Projection



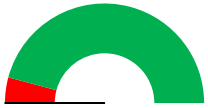
Water Sales

3.6% of Annual Projection

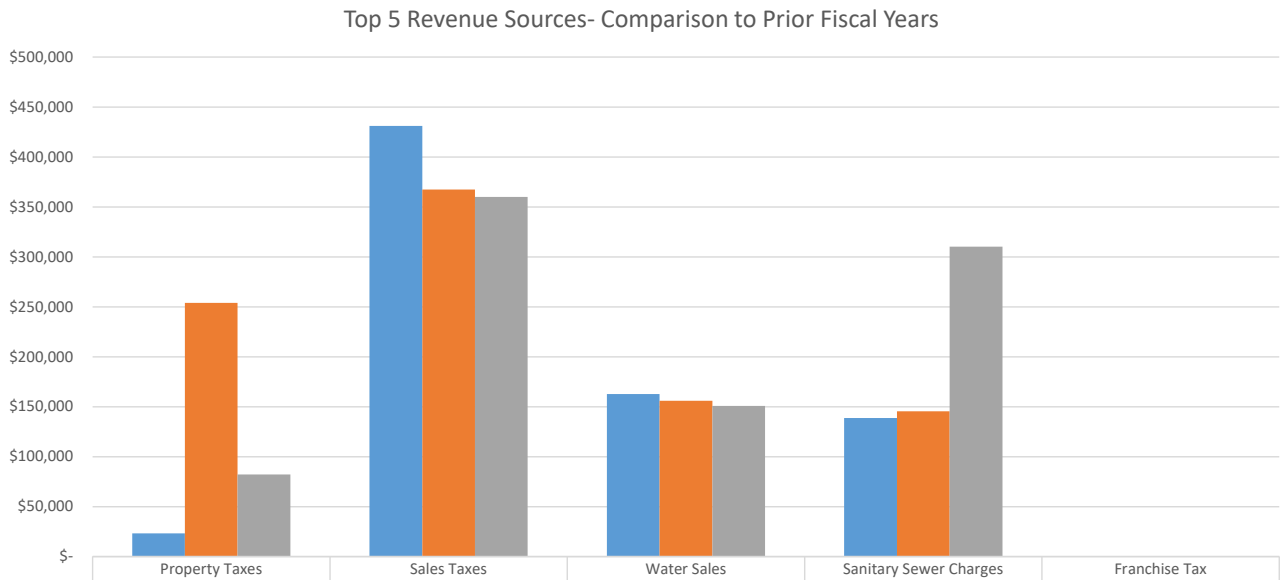


Sanitary Sewer Charges

0% of Annual Projection



Franchise Taxes



	Property Taxes	Sales Taxes	Water Sales	Sanitary Sewer Charges	Franchise Tax
FY 2022	$23,106	$430,954	$162,641	$138,740	$-
FY 2021	$253,860	$367,483	$155,842	$145,302	$-
FY 2019	$82,163	$360,035	$150,784	$310,229	$-

City of Palestine, Texas
Financial Statement
As of October 31, 2021

GENERAL FUND REVENUES

Revenue Signal Key
> 100% of Projected
95-100% of Projected
< 95% of Projected

	October 2021				Year-To-Date				Annual			Prior Year		
	Signal	Actual	Projected	%	Signal	Actual	Projected	%	Actual	Projected	%	Actual	Projected	%
Property Taxes		$ 23,106	$ 532,277	4.3%		$ 23,106	$ 6,387,329	0.4%	$ 23,106	$ 6,387,329	0.4%	$ 253,860	$ 6,364,119	4.0%
Sales Tax		430,954	414,800	103.9%		430,954	4,977,599	8.7%	430,954	4,977,599	8.7%	367,483	4,548,100	8.1%
Franchise Tax		-	89,790	0.0%		-	1,077,482	0.0%	-	1,077,482	0.0%	-	1,098,730	0.0%
Permits Licenses & Fees		9,342	15,442	60.5%		9,342	185,308	5.0%	9,342	185,308	5.0%	9,898	96,200	10.3%
Fines & Warrants		25,233	29,876	84.5%		25,233	358,512	7.0%	25,233	358,512	7.0%	30,101	354,834	8.5%
Lease / Rental Revenue		2,230	2,230	100.0%		2,230	26,760	8.3%	2,230	26,760	8.3%	2,040	44,900	4.5%
Charges for Services		590	959	61.5%		590	11,505	5.1%	590	11,505	5.1%	280	15,290	1.8%
Intergovernmental Revenue		9,805	183,052	5.4%		9,805	2,196,622	0.4%	9,805	2,196,622	0.4%	-	401,366	0.0%
Other Income		14,205	7,816	181.7%		29,205	93,792	31.1%	29,205	93,792	31.1%	22,580	1,842,055	1.2%
Interfund Activity		100,766	100,766	100.0%		100,766	1,209,188	8.3%	100,766	1,209,188	8.3%	134,199	165,260	81.2%
Total Revenues		$ 616,231	$ 1,377,008	44.8%		$ 631,231	$ 16,524,097	3.8%	$ 631,231	$ 16,524,097	3.8%	$ 820,441	$ 14,930,854	5.5%

YEAR-TO-DATE OVERVIEW
October 31st, 2021 marks the end of the first period of the fiscal year. General Fund revenue of $614,001 is $763,007 less than projected and are decreased 25% over last fiscal year due to differences in property tax receipts

PROPERTY TAXES
Tax collection of $23,106 is $509,171 less than projected but is decreased $(230,754) or (90)%, from last fiscal year. Collections not meeting projections is because the majority of property tax payers make their payments in December and January. The decrease from prior year is related to a difference in timig for propery tax payments this is not yet a concern.

SALES TAX
Through October 31st $430,954 of sales tax revenue has been received. Receipts are $16,154 greater than projected and are increased $63,471 over last fiscal year.

FRANCHISE TAX
Year-to-date Franchise Taxes total $0. Receipts are $89,790 less than projected. Collections are the same as the prior fiscal year.

PERMITS LICENSES & FEES
Revenue of $9,342 is $(6,100) below the year-to-date projection and is decreased $(556) over October 2020 year-to-date receipts.

FINES & WARRANTS
Revenue of $25,233 is $(4,643) less than the year-to-date projection. Similarly, collections are decreased $(4,868) from prior year.

LEASE & RENTAL REVENUE
Through October 31st, $2,230 of lease & rental revenue has been earned. This amount is right on the year-to-date projection and also increased from last fiscal year.

CHARGES FOR SERVICES
Charges for services revenue year-to-date is $590, which is $369 less than the year-to-date projection. Collections are increased $310

INTERGOVERNMENTAL REVENUE
Intergovernmental revenue is comprised of local, county, state, and federal grants and reimbursements received by the city.

OTHER INCOME
As of October 31st, $14,205 of other income was received. The majority of the receipts were interfund transfers.

TRANSFERS IN
Monthly transfers reimburse the General Fund for the transferring fund's share of general, administrative and other applicable expenses.

The monthly transfer schedule is as follows:

- Water/Wastewater Utility $ 954,505
- Sanitation 352,500
- Hotel/Motel Occ Tax 115,592
- PEDC 22,320

City of Palestine, Texas
Financial Statement
As of October 31, 2021

Sales Tax History: Fiscal Years 2019 - 2021

FY 2019

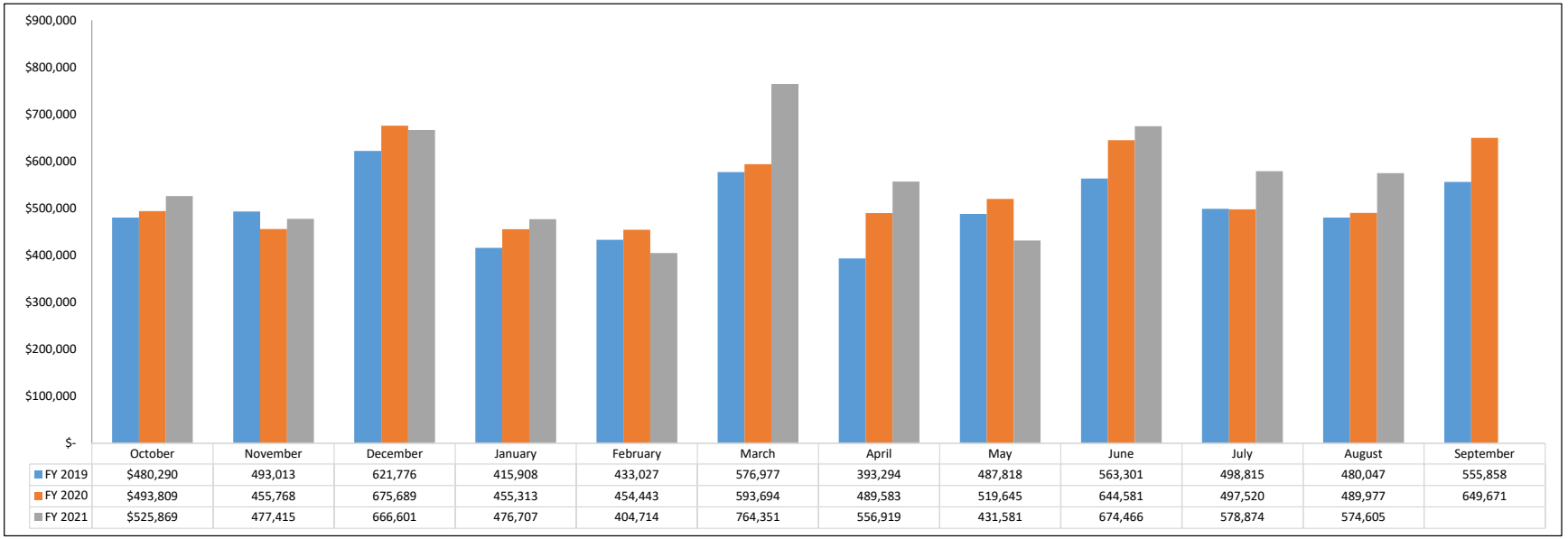
	CITY 83.33%	PEDC 16.67%	TOTAL 100.00%	CUMULATIVE TOTAL
October	$ 400,226	$ 80,064	$ 480,290	$ 480,290
November	410,828	82,185	493,013	973,304
December	518,126	103,650	621,776	1,595,079
January	346,576	69,332	415,908	2,010,988
February	360,841	72,186	433,027	2,444,015
March	480,795	96,182	576,977	3,020,992
April	327,732	65,562	393,294	3,414,287
May	406,499	81,319	487,818	3,902,105
June	469,399	93,902	563,301	4,465,406
July	415,662	83,152	498,815	4,964,221
August	400,023	80,024	480,047	5,444,268
September	463,197	92,662	555,858	6,000,126
	$ 4,999,905	$ 1,000,221	$ 6,000,126	

FY 2020

	CITY 83.33%	PEDC 16.67%	TOTAL 100.00%	CUMULATIVE TOTAL
October	$ 411,491	$ 82,318	$ 493,809	$ 493,809
November	379,791	75,976	455,768	949,576
December	563,052	112,637	675,689	1,625,266
January	379,412	75,901	455,313	2,080,578
February	378,687	75,756	454,443	2,535,021
March	494,725	98,969	593,694	3,128,715
April	407,970	81,614	489,583	3,618,298
May	433,020	86,625	519,645	4,137,943
June	537,130	107,452	644,581	4,782,525
July	414,583	82,937	497,520	5,280,045
August	408,298	81,679	489,977	5,770,021
September	541,371	108,300	649,671	6,419,692
	$ 5,349,529	$ 1,070,163	$ 6,419,692	

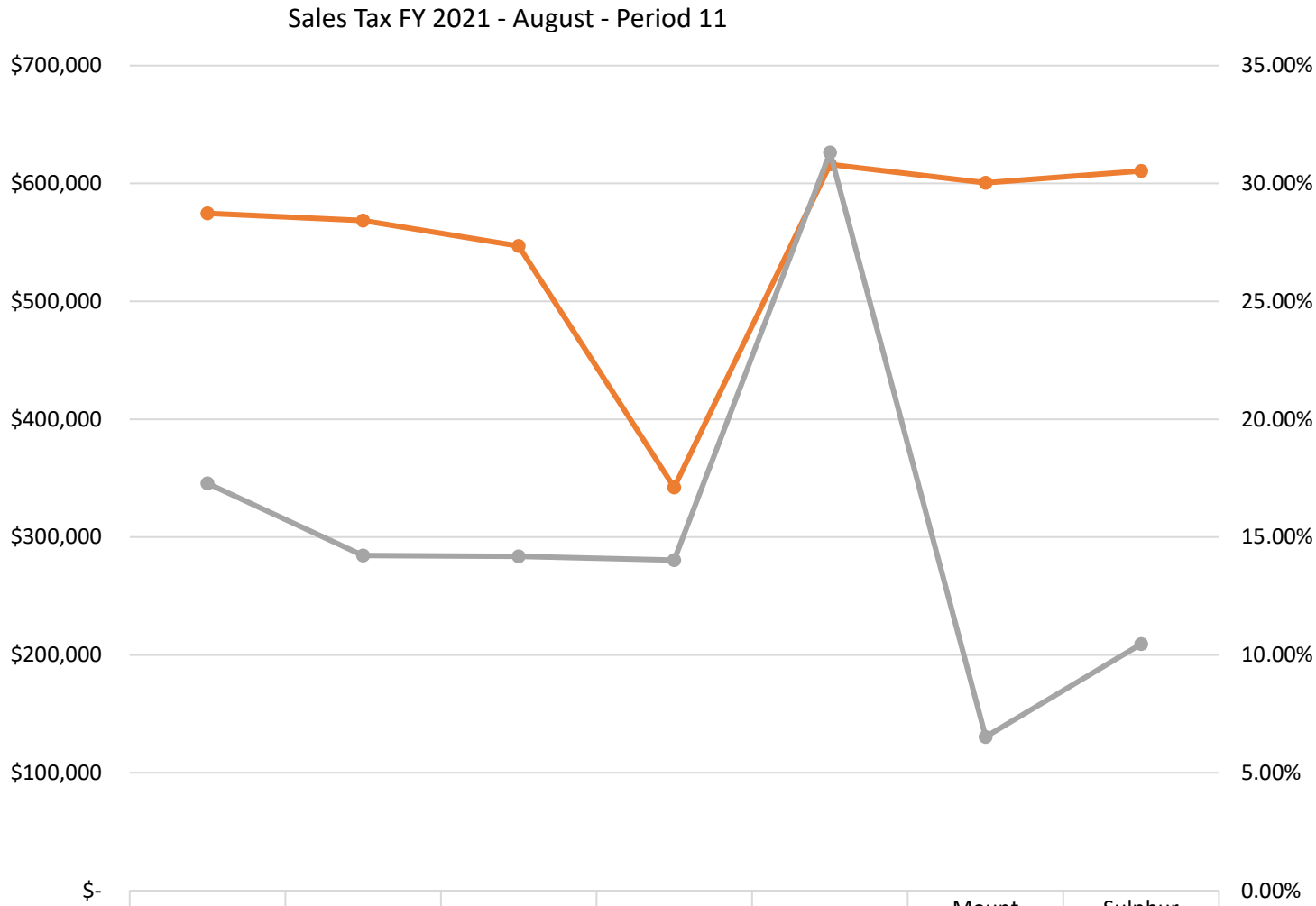
FY 2021

	CITY 83.33%	PEDC 16.67%	TOTAL 100.00%	CUMULATIVE TOTAL
October	$ 438,207	$ 87,662	$ 525,869	$ 525,869
November	397,830	79,585	477,415	1,003,284
December	555,479	111,122	666,601	1,669,885
January	397,240	79,467	476,707	2,146,592
February	337,248	67,466	404,714	2,551,306
March	636,934	127,417	764,351	3,315,657
April	464,081	92,838	556,919	3,872,576
May	359,636	71,944	431,581	4,304,157
June	562,033	112,434	674,466	4,978,623
July	482,395	96,479	578,874	5,557,498
August	478,838	95,768	574,605	6,132,103
September				
	$ 5,109,920	$ 1,022,183	$ 6,132,103	



	October	November	December	January	February	March	April	May	June	July	August	September
FY 2019	$480,290	493,013	621,776	415,908	433,027	576,977	393,294	487,818	563,301	498,815	480,047	555,858
FY 2020	$493,809	455,768	675,689	455,313	454,443	593,694	489,583	519,645	644,581	497,520	489,977	649,671
FY 2021	$525,869	477,415	666,601	476,707	404,714	764,351	556,919	431,581	674,466	578,874	574,605	

City of Palestine, Texas
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	Palestine	Athens	Henderson	Jacksonville	Kilgore	Mount Pleasant	Sulphur Springs
Sales Tax Received Oct 2021	574,605	568,389	547,017	342,121	616,090	600,477	610,694
Increase/Decrease from Prior Year	17.27%	14.22%	14.18%	14.02%	31.31%	6.53%	10.46%

City of Palestine, Texas
Financial Statement
As of October 2021

East Texas Cities Calendar Year 2020-2021 Sales Tax Comparison % Δ

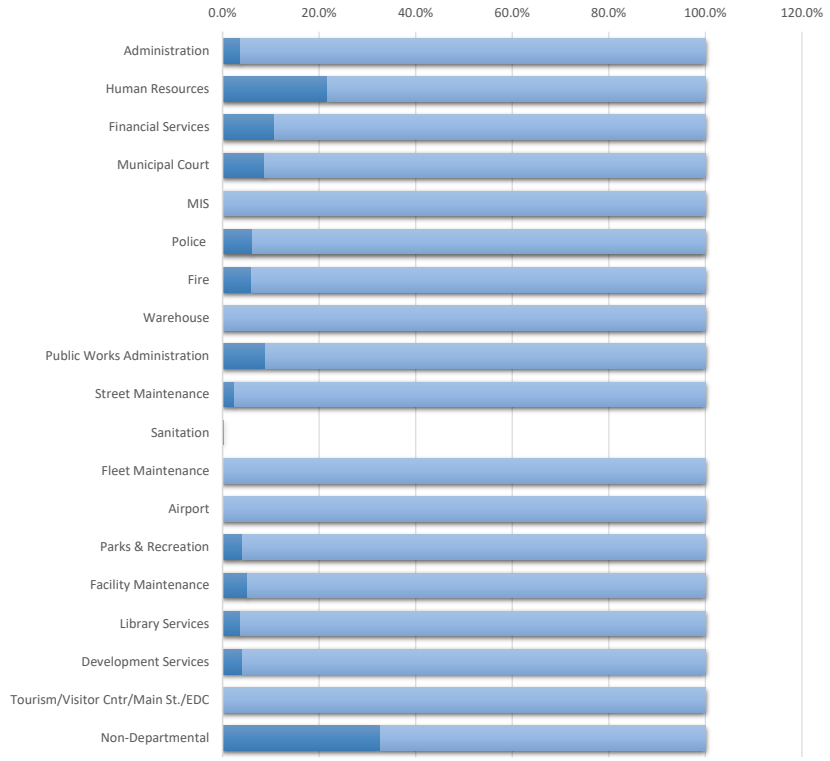
	Palestine			Athens	Henderson	Jacksonville	Kilgore	Mount Pleasant	Sulphur Springs	Weighted Average
	2021 - 2018 % Δ Month	2021 - 2019 % Δ Month	2021 - 2020 % Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month	% Δ Month
Oct-20	15.7%	9.6%	2.1%	-0.1%	26.4%	3.1%	-46.3%	7.0%	1.5%	-6.7%
Nov-20	13.7%	25.4%	16.9%	7.1%	-0.6%	9.2%	-3.0%	22.7%	5.7%	8.1%
Dec-20	18.8%	9.5%	6.5%	4.3%	-0.1%	1.7%	-32.3%	5.0%	3.1%	-3.7%
Jan-21	2.5%	-3.2%	4.7%	-5.4%	1.7%	8.7%	-25.0%	14.5%	10.2%	0.0%
Feb-21	8.7%	7.2%	-1.3%	-10.7%	14.1%	2.8%	-11.4%	9.6%	13.8%	1.3%
Mar-21	18.0%	14.6%	4.7%	12.2%	2.6%	13.7%	-12.9%	12.0%	3.3%	3.7%
Apr-21	4.7%	-6.5%	-10.9%	-3.4%	-6.4%	3.8%	-22.1%	-0.6%	-2.0%	-6.8%
May-21	31.3%	32.5%	28.7%	36.5%	14.2%	36.8%	8.5%	33.9%	44.6%	27.6%
Jun-21	20.4%	41.6%	13.8%	-3.0%	10.4%	23.1%	31.0%	24.6%	17.4%	15.7%
Jul-21	-15.8%	-11.5%	-16.9%	-1.0%	-1.5%	-12.9%	18.3%	17.3%	-5.4%	0.1%
Aug-21	26.5%	19.7%	4.6%	-6.4%	-0.4%	11.6%	18.9%	13.5%	3.3%	5.9%
Sep-21	28.3%	16.0%	16.4%	13.8%	20.6%	13.0%	13.9%	16.4%	9.3%	14.7%
	2021 - 2018 % Δ YTD	2021 - 2019 % Δ YTD	2021 - 2020 % Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD	% Δ YTD
Oct-20	15.7%	9.6%	2.1%	-0.1%	26.4%	3.1%	-46.3%	7.0%	1.5%	-6.7%
Nov-20	14.6%	18.1%	10.0%	3.7%	10.2%	6.4%	-28.9%	15.1%	3.7%	0.9%
Dec-20	15.9%	15.2%	8.9%	3.9%	6.9%	4.9%	-30.1%	11.8%	3.5%	-0.6%
Jan-21	12.6%	10.6%	7.9%	1.6%	5.6%	5.8%	-28.9%	12.4%	5.1%	-0.5%
Feb-21	11.6%	9.7%	5.6%	-1.6%	7.6%	5.0%	-24.8%	11.8%	7.0%	0.0%
Mar-21	12.5%	10.4%	5.4%	0.4%	6.8%	6.3%	-23.1%	11.8%	6.4%	0.5%
Apr-21	11.6%	8.3%	3.4%	0.0%	5.1%	6.0%	-23.0%	10.1%	5.4%	-0.4%
May-21	14.5%	11.8%	7.0%	4.6%	6.5%	10.3%	-18.9%	13.3%	10.3%	3.4%
Jun-21	15.2%	14.5%	7.7%	3.6%	7.0%	11.7%	-15.2%	14.6%	11.1%	4.7%
Jul-21	11.9%	11.8%	5.2%	3.1%	5.9%	9.2%	-12.8%	14.9%	9.4%	4.3%
Aug-21	13.4%	12.7%	5.2%	2.0%	5.2%	9.4%	-9.9%	14.7%	8.7%	4.4%
Sep-21	14.5%	13.0%	6.0%	2.9%	6.3%	9.7%	-8.3%	14.9%	8.7%	5.2%

"Month" is month in which revenue is received.

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GENERAL FUND EXPENDITURES

	October 2021			October 2020		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Administration	$ 27,069	$ 726,465	3.7%	$ 40,165	$ 668,227	6.0%
Human Resources	56,178	258,899	21.7%	7,757	220,048	3.5%
Financial Services	64,666	597,653	10.8%	16,235	602,515	2.7%
Municipal Court	30,603	353,094	8.7%	18,923	332,533	5.7%
MIS	-	-	0.0%	139,743	550,311	25.4%
Police	320,962	5,229,579	6.1%	248,096	4,765,588	5.2%
Fire	193,867	3,293,175	5.9%	151,939	3,231,030	4.7%
Warehouse	-	-	0.0%	12,672	152,395	8.3%
Public Works Administration	14,867	168,409	8.8%	8,589	112,551	7.6%
Street Maintenance	89,491	3,647,995	2.5%	47,866	1,197,839	4.0%
Sanitation	5,004	2,493,843	0.2%			
Fleet Maintenance	977	-	0.0%	7,378	203,835	3.6%
Airport	19	-	0.0%	19	-	0.0%
Parks & Recreation	43,692	1,073,126	4.1%	31,029	1,003,860	3.1%
Facility Maintenance	13,589	262,725	5.2%	12,104	220,884	5.5%
Library Services	21,903	592,958	3.7%	30,526	500,442	6.1%
Development Services	24,025	591,916	4.1%	18,222	423,033	4.3%
Tourism/Visitor Cntr/Main St./EDC	-	-	0.0%	15,444	153,223	10.1%
Non-Departmental	184,756	566,268	32.6%	571,589	847,801	67.4%
Total Expenditures	$ 1,091,669	$ 19,856,105	5.5%	$ 1,378,295	$ 15,186,115	9.1%



OVERVIEW

October 31st, 2021, marks the end of the first period of the FY 2022 budget year. The year-to-date budget percentage for budgetary comparison is therefore 8.33%. Year to date expenditures total $1,091,669 or 5.5% of the budget and are therefore below budgetary expectations. FY 2022 expenditures are decreased $286,626, or 21%, over FY 2021.

The Non-Departmental overage is related to upfront insurance fees paid to Texas Municipal League Risk Pool and Health Plan management fees paid to Employee Benefits Consulting annually from the Human Resources Budget

City of Palestine, Texas
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UTILITY FUND REVENUES

Revenue Signal Key
> 100% of Projected
95-100% of Projected
< 95% of Projected

	September 2021				Year-To-Date				Annual			Prior Year		
	Signal	Actual	Projected	%	Signal	Actual	Projected	%	Actual	Projected	%	Actual	Projected	%
Charges for Services		$ 372,880	$ 760,417	49.0%		$ 372,880	$ 9,125,000	4.1%	$ 372,880	$ 9,125,000	4.1%	$ 366,345	$ 8,552,043	4.3%
Intergovernmental Revenue		-	1,255,683	0.0%		-	15,068,197	0.0%	-	15,068,197	0.0%	-	30,000	0.0%
Other Income		-	5,000	0.0%		-	60,000	0.0%	-	60,000	0.0%	(2,759)	1,560,000	-0.2%
Interfund Activity		-	-	0.0%		-	-	0.0%	-	-	0.0%	9,464	-	0.0%
Total Revenues		$ 372,880	$ 2,021,100	18.4%		$ 372,880	$ 24,253,197	1.5%	$ 372,880	$ 24,253,197	1.5%	$ 373,051	$ 10,142,043	3.7%

YEAR-TO-DATE OVERVIEW

Total Utility Fund operational revenue of $7,573,123 ended October about the $1.7 million less than the year-to-date projection and revenue was decreased $(171) from the same period prior fiscal year.

WATER AND SEWER CHARGES

Revenue totaling $372,880 was $(171) less than the year-to-date projection. Water billings, through October, are down about (0)% when compared to the same period FY 2021.

For the month of October, 2021

- the city billed 6,928 active accounts
- total billed water consumption was 97,136,000
- the total billed amount was $1,014,878.94 (all services)
- the average bill was $146.49 (all services)

OTHER INCOME

Other income includes interest on investments, bond sale premium proceeds, sale of scrap metal, and transfers from other funds.

INTERFUND ACTIVITY

An additional transfer from another fund is also shown here.

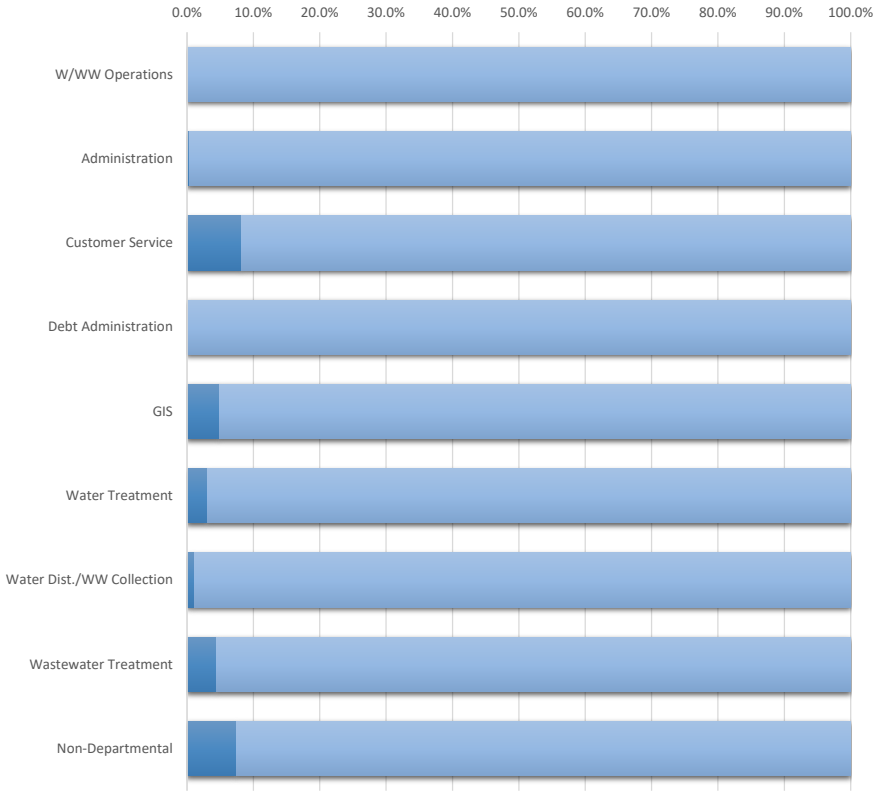
City of Palestine, Texas
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UTILITY FUND EXPENDITURES

	October 2021			October 2020		
	YTD Actual	Annual Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
W/WW Operations	$ 405,017	$ -	0.0%	$ -		0.0%
Administration	785	199,207	0.4%	3,865	161,521	2.4%
Customer Service	51,281	619,889	8.3%	18,435	578,110	3.2%
Debt Administration	-	-	0.0%	-	-	0.0%
GIS	9,648	199,886	4.8%	5,857	142,042	4.1%
Water Treatment	88,641	2,905,493	3.1%	135,995	1,898,770	7.2%
Water Dist./WW Collection	205,549	18,324,428	1.1%	185,269	1,638,145	11.3%
Wastewater Treatment	84,022	1,891,871	4.4%	87,969	1,413,127	6.2%
Non-Departmental	225,922	3,033,900	7.4%	257,561	3,090,731	8.3%
Total Expenditures	$ 1,070,865	$ 27,174,674	3.9%	$ 694,951	$ 8,922,446	7.8%

OVERVIEW

October 31st, 2021, marks the end of the first period of the FY 2022 budget year. The year-to-date budget percentage for budgetary comparison is therefore 8.33%. Year to date expenditures total $1,070,865 or 3.9% of the budget and are therefore below budgetary expectations. FY 2022 expenditures are increased $375,914, or 54.09%, over FY 2021. This is due to a number of major water and sewer projects underway such as the Water Treatment Plant Generator and the Hospital Lift Station Upgrade.



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FUND BALANCE SUMMARY (unaudited)

Fund	Beginning Fund Balance 09/30/2021	Revenue	Expense	Ending Fund Balance 09/30/2022	Target Fund Balance	Over / (Under) Target Fund Balance
010-GENERAL FUND	$ 5,848,448	$ 631,231	$ 1,090,944	$ 5,388,735	$ 4,962,089	$ 426,646
310-DEBT SERVICE FUND	221,734	4,689	186,992	39,431		
Total Major Governmental Funds	**6,070,182**	**635,920**	**1,277,936**	**5,428,166**		
011-COMMUNITY FOREST	32,082	-	-	32,082		
150 - TOURISM & CIVIC CENTER (HOT)	1,196,681	52,712	56,411	1,192,982		
240-AIRPORT FUND	-	26,729	5,890	20,838		
250-MC - BLDG SECURITY FUND	55,538	781	-	56,319		
260-MC - TECHNOLOGY FUND	45,762	637	198	46,201		
265-MC CHILD SAFETY FEES	34,317	5,156	-	39,473		
360-POLICE CONFISCATED MONEY	102,391	-	-	102,391		
400-PERPETUAL CEMETERY FUND	209,453	2,250	-	211,703		
504, 505 POLICE GRANTS	24,303	-	-	24,303		
520-STREET REPAIR/MAINT-TAX	116,754	47,884	45,586	119,052		
635-RESTR DONATIONS SPCL EV	33,264	6,350	24,408	15,206		
673-GENERAL CIP FUND	41,845	7	-	41,852		
Total Nonmajor Governmental Funds	**1,892,389**	**142,506**	**132,494**	**1,902,401**		

City of Palestine, Texas
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FUND BALANCE SUMMARY (unaudited)

Fund	Beginning Fund Balance 09/30/2021	Revenue	Expense	Ending Fund Balance 09/30/2022	Target Fund Balance	Over / (Under) Target Fund Balance
610 -WATER & WASTEWATER	9,008,674	372,880	665,343	8,716,211	6,793,668	1,922,542
620-SANITATION FUND	981,954	115,711	(228,960)	1,326,625	-	1,326,625
625-RETAIL MALL FUND	1,660,817	368	8,659	1,652,527	-	1,652,527
Total Enterprise Funds	**11,651,445**	**488,959**	**445,042**	**11,695,363**		
540-EQUIPMENT REPLACEMENT FND	(351,792)	-	-	(351,792)		
Total Internal Service Funds	**(351,792)**	**-**	**-**	**(351,792)**		
215-ECONOMIC DEVELOPMENT CORP	2,615,147	122,543	13,662	2,724,027		
Total Component Unit	**2,615,147**	**122,543**	**13,662**	**2,724,027**		
Grand Total- All Funds	**$ 21,877,371**	**$ 1,389,928**	**$ 1,869,134**	**$ 21,398,165**		

City of Palestine, Texas
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		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010 -GENERAL FUND- DETAIL								
REVENUE								
PROPERTY TAXES								
010-4-1001	AD VALOREM TAXES - CURRENT	$ 6,184,061	$ 11,070	$ 11,070	0.2%	$ 6,172,991	$ 238,233	$ (227,163)
010-4-1002	PROPERTY TAX DELINQUENT	108,956	7,798	7,798	7.2%	101,158	12,073	(4,275)
010-4-1003	PROPERTY TAX PENALTY	94,312	4,238	4,238	4.5%	90,074	3,554	684
	***** REVENUE CATEGORY TOTALS *****	**6,387,329**	**23,106**	**23,106**	**0.4%**	**6,364,223**	**253,860**	**(230,754)**
SALES TAX								
010-4-1010	CITY SALES TAX	4,390,604	383,070	383,070	8.7%	4,007,534	326,651	56,419
010-4-1011	MIXED BEVERAGE TAX	38,170	-	-	0.0%	38,170	-	-
010-4-1012	CITY SALES TAX - PROP TAX REDU	548,825	47,884	47,884	8.7%	500,941	40,831	7,052
	***** REVENUE CATEGORY TOTALS *****	**4,977,599**	**430,954**	**430,954**	**8.7%**	**4,546,645**	**367,483**	**63,471**
FRANCHISE TAX								
010-4-1101	FRANCHISE - ELECTRICAL	846,769	-	-	0.0%	846,769	-	-
010-4-1102	FRANCHISE - GAS	172,937	-	-	0.0%	172,937	-	-
010-4-1103	FRANCHISE - TELEPHONE	32,513	-	-	0.0%	32,513	-	-
010-4-1104	FRANCHISE - CABLE TV	25,263	-	-	0.0%	25,263	-	-
	***** REVENUE CATEGORY TOTALS *****	**1,077,482**	**-**	**-**	**0.0%**	**1,077,482**	**-**	**-**
PERMITS LICENSES AND FEES								
010-4-1301	BUILDING PERMIT FEES	73,506	3,854	3,854	5.2%	69,652	4,994	(1,140)
010-4-1302	ELECTRICAL PERMIT FEES	17,167	921	921	5.4%	16,246	540	381
010-4-1303	PLUMBING PERMIT FEES	29,016	634	634	2.2%	28,382	2,201	(1,567)
010-4-1304	HEALTH PERMITS	23,948	1,380	1,380	5.8%	22,568	500	880
010-4-1305	ALARM PERMITS	3,385	-	-	0.0%	3,385	-	-
010-4-1305.100	ALARM FINES	-	-	-	0.0%	-	-	-
010-4-1306	MECHANICAL PERMITS	8,430	940	940	11.2%	7,490	90	850
010-4-1307	FIRE OPERATION PERMITS	205	120	120	58.5%	85	-	120
010-4-1310	OTHER PERMITS	1,100	-	-	0.0%	1,100	-	-
010-4-1311	MERCHANT PERMITS	550	110	110	20.0%	440	50	60
010-4-1312	BEVERAGE PERMITS	5,214	-	-	0.0%	5,214	-	-
010-4-1313	ZONING AND PLAT FEES	11,707	318	318	2.7%	11,390	796	(478)
010-4-1315	CONTRACTOR LICENSE	7,930	1,000	1,000	12.6%	6,930	625	375
010-4-1317	RIGHT OF WAY FEES (ROW)	3,150	66	66	2.1%	3,084	102	(36)
	***** REVENUE CATEGORY TOTALS *****	**185,308**	**9,342**	**9,342**	**5.0%**	**175,966**	**9,898**	**(556)**
FINES AND WARRANTS								
010-4-1401	MUNICIPAL COURT FINES	349,089	24,793	24,793	7.1%	324,296	29,869	(5,076)
010-4-1401.075	JFCI JUDICIAL FEE - CITY	857	-	-	0.0%	857	21	(21)
010-4-1401.080	MUNICIPAL JURY FUND	195	16	16	8.2%	179	20	(4)

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		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010-4-1403	LIBRARY FINES	8,052	389	389	4.8%	7,663	179	210
010-4-1403.001	LIBRARY GRANT	-	-	-	0.0%	-	-	-
010-4-1404	WARRANT SERVICE FEES	319	35	35	11.0%	284	12	23
	***** REVENUE CATEGORY TOTALS *****	**358,512**	**25,233**	**25,233**	**7.0%**	**333,279**	**30,101**	**(4,868)**
LEASE/RENTAL REVENUE								
010-4-1602	CELL TOWER RENTAL	26,760	2,230	2,230	8.3%	24,530	2,040	190
	***** REVENUE CATEGORY TOTALS *****	**26,760**	**2,230**	**2,230**	**8.3%**	**24,530**	**2,040**	**190**
CHARGES FOR SERVICE								
010-4-1706	SALE OF EQUIPMENT	2,500	-	-	0.0%	2,500	-	-
010-4-1711	OPEN RECORD FEE	2,500	284	284	11.4%	2,216	180	104
010-4-1713	RECREATION FEE	3,500	210	210	6.0%	3,290	-	210
010-4-1715	FIRING RANGE FEE	500	-	-	0.0%	500	100	(100)
010-4-1716	MALL - RENTAL	-	-	-	0.0%	-	-	-
010-4-1723	SALES TAX DISCOUNT	1,105	96	96	8.6%	1,009	-	96
010-4-1725	ATHLETIC FEES	200	-	-	0.0%	200	-	-
010-4-1726	POOL PASS FEES	1,200	-	-	0.0%	1,200	-	-
	***** REVENUE CATEGORY TOTALS *****	**11,505**	**590**	**590**	**5.1%**	**10,915**	**280**	**310**
INTERGOVERNMENTAL REVENUE								
010-4-1804	STATE & FEDERAL GRANTS	-	-	-	0.0%	-	-	-
010-4-1804.001	EMERGENCY MANAGEMENT REIMB	-	9,805	9,805	0.0%	(9,805)	-	9,805
010-4-1804.002	FIRE DEPT - GRANT	-	-	-	0.0%	-	-	-
010-4-1804.004	STATE & FEDERAL REIMB	2,196,622	-	-	0.0%	2,196,622	-	-
	***** REVENUE CATEGORY TOTALS *****	**2,196,622**	**9,805**	**9,805**	**0.4%**	**2,186,817**	**-**	**9,805**
OTHER INCOME								
010-4-1901	INTEREST ON INVESTMENTS	20,640	1,220	1,220	5.9%	19,420	1,253	(33)
010-4-1902	INSURANCE RECOVERIES	-	2,158	2,158	0.0%	(2,158)	-	2,158
010-4-1905	OTHER REVENUE INCOME	-	-	-	0.0%	-	-	-
010-4-1912	DONATIONS	500	-	-	0.0%	500	-	-
010-4-1912.014	DONATIONS - CITIZENS FOR RRJOB	-	-	-	15,000 0.0%	(15,000)	-	15,000
010-4-1913	LIBRARY LOST/DAMAGED BOOKS	1,000	178	178	17.8%	822	42	136
010-4-1916	LOT CLEANUP REIMBURSEMENT	-	-	-	0.0%	-	-	-
010-4-1918	LIBRARY REVENUE	4,912	265	265	5.4%	4,647	143	123
010-4-1919	AIRPORT FUEL SALES	-	-	-	0.0%	-	424	(424)
010-4-1922	REBATE REVENUE	60,000	-	-	0.0%	60,000	-	-
010-4-1922.001	TAX SALE EXCESS PROCEEDS	-	-	-	0.0%	-	-	-
010-4-1923	EMS FUEL SALES	-	9,306	9,306	0.0%	(9,306)	-	9,306
010-4-1924	MISC REVENUE	1,000	-	-	0.0%	1,000	143	(143)
010-4-1926	SCRAP METAL RECOVERY	5,740	1,077	1,077	18.8%	4,663	2,500	(1,423)
010-4-1938	SALE OF PROPERTY	-	-	-	0.0%	-	18,030	(18,030)

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		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
010-4-1940	CASH OVER/SHORT	-	-	-	0.0%	-	45	(45)
010-4-1955	TRSF FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
	***** REVENUE CATEGORY TOTALS *****	**93,792**	**14,205**	**29,205**	**31.1%**	**64,587**	**22,580**	**6,625**
INTERFUND ACTIVITY								
010-4-9150	TRSF FROM OCCUPANCY TAX	31,329	2,611	2,611	8.3%	28,718	9,633	(7,022)
010-4-9215	ADMIN REIMBURSMNT FROM PEDC	31,329	2,611	2,611	8.3%	28,718	1,860	751
010-4-9561	TRANSFER FROM UNEMP FUND	-	-	-	0.0%	-	-	-
010-4-9610	TRANS FROM WWW UTILITY-610	1,146,530	95,544	95,544	8.3%	1,050,986	79,542	16,002
010-4-9620	TRSF FROM SANITATION	-	-	-	0.0%	-	29,375	(29,375)
010-4-9625	TRSF FROM RETAIL FUND	-	-	-	0.0%	-	13,789	(13,789)
010-4-9819	TRANSFER FROM EMERGENCY FUND	-	-	-	0.0%	-	-	-
	***** REVENUE CATEGORY TOTALS *****	**1,209,188**	**100,766**	**100,766**	**8.3%**	**1,108,422**	**134,199**	**(33,433)**
	***** TOTAL REVENUE *****	**16,524,097**	**616,231**	**631,231**	**3.8%**	**15,892,866**	**820,441**	**(189,210)**
010 -GENERAL FUND- DETAIL								
EXPENSE								
PERSONNEL								
010-5-1010	SALARIES AND WAGES	6,877,000	299,113	299,113	4.3%	6,577,887	322,630	(23,517)
010-5-1011	PART-TIME WAGES	72,800	-	-	0.0%	72,800	1,029	(1,029)
010-5-1015	SALARY PREMIUM	283,554	-	-	0.0%	283,554	-	-
010-5-1020	OVERTIME	348,315	17,095	17,095	4.9%	331,220	7,674	9,422
010-5-1021	EMPLOYEE CONT/TEMP INCREASE	-	-	-	0.0%	-	67	(67)
010-5-1030	LONGEVITY	67,697	3,276	3,276	4.8%	64,421	3,519	(242)
010-5-1031	CERTIFICATION PAY	306,192	14,500	14,500	4.7%	291,692	15,109	(609)
010-5-1032	SHIFT PAY	19,272	779	779	4.0%	18,493	822	(43)
010-5-1033	CAR ALLOWANCE	16,500	450	450	2.7%	16,050	475	(25)
010-5-1034	UNIFORM ALLOWANCE	9,427	417	417	4.4%	9,011	587	(171)
010-5-1035	TOOL ALLOWANCE	-	-	-	0.0%	-	257	(257)
010-5-1036	CELL PHONE ALLOWANCE	13,326	389	389	2.9%	12,937	643	(254)
010-5-1040	SOCIAL SECURITY	601,968	40,432	40,432	6.7%	561,536	25,603	14,829
010-5-1050	HEALTH INSURANCE	1,327,447	78,890	78,890	5.9%	1,248,557	82,758	(3,867)
010-5-1061	WORKER'S COMPENSATION	114,589	4,852	4,852	4.2%	109,737	2,746	2,107
010-5-1063	UNEMPLOYMENT CLAIMS EXP.	50,000	-	-	0.0%	50,000	7,027	(7,027)
010-5-1070	RETIREMENT	1,106,896	76,070	76,070	6.9%	1,030,826	47,576	28,493
	***** EXPENSE CATEGORY TOTALS *****	**11,214,983**	**536,264**	**536,264**	**4.8%**	**10,678,719**	**518,521**	**17,743**
SUPPLIES AND MATERIALS								
010-5-2010	OFFICE SUPPLIES & EQUIP	34,100	2,485	2,485	7.3%	31,615	1,931	554
010-5-2020	POSTAGE	10,725	596	596	5.6%	10,129	-	596
010-5-2030	JANITORIAL SUPPLIES	18,000	490	490	2.7%	17,510	643	(154)
010-5-2031	CHEMICALS	5,000	-	-	0.0%	5,000	-	-

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010-5-2032	PLANTS SEED FERTILIZER	600	-	-	0.0%	600	-	-
010-5-2040	UNIFORMS/APPAREL	61,850	959	959	1.6%	60,891	14,394	(13,435)
010-5-2050	MEDICAL SUPPLIES	900	-	-	0.0%	900	3,126	(3,126)
010-5-2051	ANIMAL MEDICAL SUPPLIES	2,050	-	-	0.0%	2,050	-	-
010-5-2060	PUBLICATIONS	3,358	-	-	0.0%	3,358	-	-
010-5-2061	SAFETY MATERIALS	3,000	196	196	6.5%	2,804	-	196
010-5-2062	POLICE INFORMANT	3,000	-	-	0.0%	3,000	-	-
010-5-2063	SPECIAL ACTIVITIES	2,500	-	-	0.0%	2,500	-	-
010-5-2070	GASOLINE AND OIL	-	135	135	0.0%	(135)	8,173	(8,038)
010-5-2071	EMS GASOLINE	-	-	-	0.0%	-	-	-
010-5-2080	SMALL TOOLS AND EQUIP.	88,800	957	957	1.1%	87,843	1,393	(436)
010-5-2081	MINOR SHOP SUPPLIES	-	-	-	0.0%	-	13	(13)
010-5-2083	ARSENAL	12,000	2,007	2,007	16.7%	9,993	-	2,007
010-5-2084	ELECTION EXPENSE	15,000	-	-	0.0%	15,000	-	-
010-5-2090	SUPPLIES/EQUIPMENT EOC	-	-	-	0.0%	-	-	-
010-5-2130	GARBAGE BAGS	12,493	3,674	3,674	29.4%	8,819	-	3,674
010-5-2200	READING PROGRAM	2,000	-	-	0.0%	2,000	-	-
010-5-2210	MARKETING SUPPLIES	1,600	-	-	0.0%	1,600	-	-
010-5-2310	FURNITURE & FIXTURES	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**276,976**	**11,499**	**11,499**	**4.2%**	**265,477**	**29,674**	**(18,175)**
PROF/CONTRACTUAL SERV								
010-5-3010	LEGAL SERVICES	120,000	9,554	9,554	8.0%	110,446	20,799	(11,245)
010-5-3011	LEGAL LITIGATION EXPENSES	114,240	1,847	1,847	1.6%	112,393	541	1,306
010-5-3012	LEGAL SERVICES - HR RELATED	6,000	75	75	1.3%	5,925	-	75
010-5-3013	COPIER AND PRINTER CONTRACT	3,120	238	238	7.6%	2,882	-	238
010-5-3016	JURY EXPENSE	1,200	-	-	0.0%	1,200	-	-
010-5-3017	MUNICIPAL PROSECUTORS	15,000	240	240	1.6%	14,760	563	(323)
010-5-3019	TOWING FEE	1,200	-	-	0.0%	1,200	-	-
010-5-3020	AUDITS,CONTRACTS,SPECIAL STUDY	30,000	-	-	0.0%	30,000	-	-
010-5-3021	APPRAISAL DISTRICT	130,481	-	-	0.0%	130,481	-	-
010-5-3022	TAX ASSESSOR-COLLECTOR	12,000	2,781	2,781	23.2%	9,219	5,551	(2,770)
010-5-3026	CODIFICATION	6,000	-	-	0.0%	6,000	238	(238)
010-5-3027	RECORDS MANAGEMENT	500	-	-	0.0%	500	-	-
010-5-3029	POLY/PSYCH	975	150	150	15.4%	825	-	150
010-5-3030	PROFESSIONAL SERVICES	196,719	3,747	3,747	1.9%	192,972	4,683	(936)
010-5-3031	CONSULTANT SERVICES	36,000	-	-	0.0%	36,000	1,240	(1,240)
010-5-3032	COMMUNICATION PLAN	22,000	1,368	1,368	6.2%	20,633	485	883
010-5-3033	EMPLOYEE EAP	7,200	-	-	0.0%	7,200	-	-
010-5-3034	CITY SPONSORED EVENT	25,000	-	-	0.0%	25,000	-	-
010-5-3040	COMMUNICATIONS	-	-	-	0.0%	-	963	(963)
010-5-3041	CITY ISSUED CELL PHONES	20,060	-	-	0.0%	20,060	-	-
010-5-3042	MOBILE DATA TERMINALS	7,800	89	89	1.1%	7,711	9,165	(9,076)
010-5-3044	CITY ISSUED CELL PHONES	4,000	-	-	0.0%	4,000	-	-
010-5-3053	PHONES/INTERNET	-	2,357	2,357	0.0%	(2,357)	-	2,357
010-5-3055	RETIREE INSURANCE PREMIUMS	-	5,811	5,811	0.0%	(5,811)	-	5,811

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010-5-3060	DEMOLITION/CLEANUP	5,000	-	-	0.0%	5,000	-	-
010-5-3062	ROLL OFFS	436,473	-	-	0.0%	436,473	-	-
010-5-3063	RESIDENTIAL COLLECTION	772,164	-	-	0.0%	772,164	-	-
010-5-3064	COMMERCIAL COLLECTION	1,147,201	-	-	0.0%	1,147,201	-	-
010-5-3066	CITY WIDE CLEAN-UP COLLECTION	82,692	1,231	1,231	1.5%	81,461	-	1,231
010-5-3070	EMPLOYEE APPRECIATION	10,000	773	773	7.7%	9,227	-	773
010-5-3075	RECRUITMENT / RETENTION	5,000	-	-	0.0%	5,000	-	-
010-5-3080	MEMBERSHIP & SUBSCRIPTION	37,278	1,484	1,484	4.0%	35,794	14,396	(12,912)
010-5-3082	TRAVEL AND TRAINING	148,739	7,656	7,656	5.1%	141,083	2,448	5,209
010-5-3083	CERTIFICATION FEES	2,700	-	-	0.0%	2,700	-	-
010-5-3090	IT SUPPORT	74,927	12,028	12,028	16.1%	62,899	-	12,028
010-5-3095	SOFTWARE MAINTENANCE	327,834	157,204	157,204	48.0%	170,630	117,789	39,415
010-5-3100	CHAPTER 380 AGREEMENT	-	-	-	0.0%	-	-	-
010-5-3110	ADVERTISING	8,000	399	399	5.0%	7,601	2,507	(2,108)
010-5-3112	PRINTING SERVICES	5,100	30	30	0.6%	5,070	175	(145)
010-5-3150	MARKETING SERVICES	1,000	-	-	0.0%	1,000	-	-
010-5-3210	MERCHANT CR CRD PROCESSING	8,540	-	-	0.0%	8,540	6	(6)
010-5-3220	INSURANCE AND BONDS	141,453	142,169	142,169	100.5%	(716)	205,247	(63,078)
010-5-3225	LIFE, DISABILITY, AD & D PREM	-	6,718	6,718	0.0%	(6,718)	7,010	(292)
010-5-3310	EQUIPMENT RENTAL / LEASE	24,046	682	682	2.8%	23,364	730	(48)
010-5-3315	VEHICLE LEASE FEES	68,161	4,217	4,217	6.2%	63,944	-	4,217
010-5-3320	UPRR LEASED LAND	500	-	-	0.0%	500	500	(500)
010-5-3330	CONTRACTUAL SERVICES	122,653	43,915	43,915	35.8%	78,738	24,240	19,675
010-5-3330.001	BUILDING DEMOLITION	28,000	-	-	0.0%	28,000	-	-
010-5-3330.002	PESTICIDE SPRAYING	25,000	-	-	0.0%	25,000	-	-
010-5-3331	CONTRACT SERV-HUMANE SOCIETY	98,000	4,036	4,036	4.1%	93,964	358	3,678
010-5-3340	SPECIAL EVENTS	3,500	2,770	2,770	79.1%	730	-	2,770
010-5-3400	JANITORIAL SERVICES	-	424	424	0.0%	(424)	-	424
	***** EXPENSE CATEGORY TOTALS *****	**4,343,456**	**413,992**	**413,992**	**9.5%**	**3,929,464**	**419,632**	**(5,640)**
MAINTENANCE & REPAIR								
010-5-4010	BUILDINGS, STRUCTURES, & GROUN	178,800	10,520	10,520	5.9%	168,280	8,532	1,988
010-5-4020	STREET MAINTENANCE	2,396,622	8,494	8,494	0.4%	2,388,128	9,278	(784)
010-5-4021	STREET SIGNS	19,256	2,089	2,089	10.8%	17,167	2,220	(131)
010-5-4025	FURN/FIXTURE MAINT EXP	13,100	168	168	1.3%	12,933	-	168
010-5-4110	MOTOR VEHICLE REPAIRS	-	2,461	2,461	0.0%	(2,461)	(398)	2,858
010-5-4120	EQUIPMENT REPAIR/MAINT EXP	61,500	3,006	3,006	4.9%	58,494	1,515	1,491
010-5-4121	GREEN'S PARK PORTABLE	10,300	-	-	0.0%	10,300	-	-
010-5-4125	LADDER TESTING	1,000	-	-	0.0%	1,000	-	-
010-5-4130	AIR PACK TESTING	1,500	-	-	0.0%	1,500	-	-
010-5-4135	PUMP TESTING	1,500	1,100	1,100	73.3%	400	1,125	(25)
010-5-4140	JAWS TESTING	4,400	-	-	0.0%	4,400	-	-
010-5-4145	PERS PROTECTIVE EQUIP	25,000	2,211	2,211	8.8%	22,789	10,209	(7,998)
	***** EXPENSE CATEGORY TOTALS *****	**2,712,978**	**30,048**	**30,048**	**1.1%**	**2,682,930**	**32,481**	**(2,433)**

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UTILITIES								
010-5-4500	UTILITIES - ELECTRIC	491,900	42,454	42,454	8.6%	449,446	-	42,454
010-5-4501	UTILITIES-WATER/SEWER	37,440	3,959	3,959	10.6%	33,481	3,753	206
010-5-4502	UTILITIES - GAS	13,400	563	563	4.2%	12,837	581	(18)
010-5-4503	UTILITIES - PHONES/INTERNET	38,113	3,240	3,240	8.5%	34,873	-	3,240
	***** EXPENSE CATEGORY TOTALS *****	**580,853**	**50,216**	**50,216**	**8.6%**	**530,637**	**4,334**	**45,881**
OTHER/MISC.								
010-5-5030	BAD DEBT EXPENSE	42,820	-	-	0.0%	42,820	-	-
010-5-5200	MEETING MEALS	2,900	-	-	0.0%	2,900	-	-
010-5-5201	CHRISTMAS ACTIVITIES	500	-	-	0.0%	500	169	(169)
010-5-5409	EMERGENCY RESPONSE EXP	-	-	-	0.0%	-	(12,503)	12,503
010-5-5410	LEGAL SETTLEMENTS	-	-	-	0.0%	-	351,301	(351,301)
	***** EXPENSE CATEGORY TOTALS *****	**46,220**	**-**	**-**	**0.0%**	**46,220**	**338,967**	**(338,967)**
CAPITAL OUTLAY								
010-5-7020	BUILDINGS	-	-	-	0.0%	-	-	-
010-5-8010	FURNITURE & OFFICE EQUIPMENT	500	-	-	0.0%	500	-	-
010-5-8015	COMPUTER EQUIPMENT	100	-	-	0.0%	100	6,934	(6,934)
010-5-8016	COMPUTER SOFTWARE	1,000	295	295	29.5%	705	11,594	(11,299)
010-5-8020	EQUIPMENT & MACHINERY	19,300	-	-	0.0%	19,300	8,882	(8,882)
010-5-8030	COMMUNICATION EQUIPMENT	-	-	-	0.0%	-	-	-
010-5-8050	VEHICLES & EQUIPMENT	102,382	544	544	0.5%	101,838	7,276	(6,732)
010-5-8060	BUILDING IMPROVEMENTS	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**123,282**	**839**	**839**	**0.7%**	**122,443**	**34,686**	**(33,847)**
INTERFUND ACTIVITY								
010-5-9240	TRANSFER TO AIRPORT FUND	139,247	26,250	26,250	18.9%	112,997	-	26,250
010-5-9530	TRANSFER TO HEALTH FUND	-	-	-	0.0%	-	-	-
010-5-9570	TRANSFER TO FLEET FUND	410,360	21,837	21,837	5.3%	388,523	-	21,837
010-5-9999	BUDGET ADJUSTMENT	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**549,607**	**48,087**	**48,087**	**8.7%**	**501,520**	**-**	**48,087**
	***** TOTAL EXPENSE *****	**$ 19,848,355**	**$ 1,090,944**	**$ 1,090,944**	**5.5%**	**$ 18,757,411**	**$ 1,378,295**	**$ (287,351)**
310 -DEBT SERVICE FUND- DETAIL								
REVENUE								
310-4-1001	AD VALOREM TAXES CURRENT	$ 1,380,546	$ 2,576	$ 2,576	0.2%	$ 1,377,970	$ 54,834	$ (52,258)
310-4-1002	DELINQUENT TAX REVENUE	25,680	1,359	1,359	5.3%	24,321	1,714	(355)
310-4-1003	PENALTY & INTEREST TAXES	22,229	754	754	3.4%	21,475	542	213
310-4-1901	INTEREST ON INVESTMENTS	732	-	-	0.0%	732	65	(65)

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	***** TOTAL REVENUE *****	**1,429,187**	**4,689**	**4,689**	**0.3%**	**1,424,498**	**57,155**	**(52,466)**
310 -DEBT SERVICE FUND- DETAIL								
EXPENSE								
310-5-3030	COMPLIANCE REPORTING	3,500	-	-	0.0%	3,500	-	-
310-5-6024	PRINCIPAL- BONDED DEBT	295,000	154,115	154,115	52.2%	140,885	-	154,115
310-5-6025	PRINCIPAL- CAPITAL LEASE	483,353	17,005	17,005	3.5%	466,348	256,409	(239,404)
310-5-6049	INTEREST- BONDED DEBT	585,284	-	-	0.0%	585,284	-	-
310-5-6050	INTEREST- CAPITAL LEASE	37,933	15,872	15,872	41.8%	22,061	39,074	(23,202)
	***** TOTAL EXPENSE *****	**$ 1,405,070**	**$ 186,992**	**$ 186,992**	**13.3%**	**$ 1,218,078**	**$ 295,482**	**$ (108,491)**
610 -WATER & WASTEWATER FUND - DETAIL								
REVENUE								
4-1709	WATER METERED SALES	$ 4,500,000	$ 162,641	$ 162,641	3.6%	$ 4,337,359	$ 155,842	$ 6,800
4-1710	METER REPLACEMENT FEE	500,000	42,773	42,773	8.6%	457,227	42,367	407
4-1711	SEWER SERVICE CHARGES	2,450,000	89,307	89,307	3.6%	2,360,693	93,757	(4,451)
4-1716	BULK WATER SALES	1,000	39	39	3.9%	961	-	39
4-1717	SEWER SURCHARGE	1,360,000	49,433	49,433	3.6%	1,310,567	51,545	(2,111)
4-1718	WATER TAPS	45,000	7,018	7,018	15.6%	37,982	3,079	3,940
4-1719	SEWER TAPS	45,000	3,950	3,950	8.8%	41,050	2,200	1,750
4-1722	SERVICE FEES	120,000	10,886	10,886	9.1%	109,114	8,905	1,981
4-1725	TAMPERING FEES	1,000	285	285	28.5%	715	-	285
4-1727	SEPTAGE FEES AND OTHER	30,000	1,278	1,278	4.3%	28,723	1,491	(214)
4-1729	REBATE - COMPOST FACILITY	20,000	-	-	0.0%	20,000	-	-
4-1732	MISC. CHARGES THRU WATER BILL	1,000	50	50	5.0%	951	165	(116)
4-1733	PENALTY WATER BILLINGS	52,000	5,220	5,220	10.0%	46,780	6,995	(1,776)
4-1804	STATE & FEDERAL GRANTS	-	-	-	0.0%	-	-	-
4-1813	UNMWA REIMB.	30,000	-	-	0.0%	30,000	-	-
4-1818	DEBT OR OTHER FINANCING	15,038,197	-	-	0.0%	15,038,197	-	-
4-1901	INTEREST ON INVESTMENTS	60,000	-	-	0.0%	60,000	(3,348)	3,348
4-1902	INSURANCE RECOVERIES	-	-	-	0.0%	-	-	-
4-1903	BOND SALE PREMIUM	-	-	-	0.0%	-	-	-
4-1926	SALE OF SCRAP METAL	-	-	-	0.0%	-	589	(589)
4-1955	TRSF FROM OTHER FUNDS	-	-	-	0.0%	-	-	-
4-1964	TRANSFER FROM FUND 645	-	-	-	0.0%	-	-	-
4-1968	TRNSFR FROM 680 FILTER REHAB	-	-	-	0.0%	-	-	-
4-9610	TRANS FROM WWW UTILITY-610	-	-	-	0.0%	-	-	-
4-9620	TRSF FROM SANITATION	-	-	-	0.0%	-	9,464	(9,464)
	***** TOTAL REVENUE *****	**24,253,197**	**372,880**	**372,880**	**1.5%**	**23,880,317**	**373,051**	**(171)**
610 -WATER & WASTEWATER FUND - DETAIL								
EXPENSE								
PERSONNEL								
5-1010	SALARIES AND WAGES	1,359,426	53,972	53,972	4.0%	1,305,454	57,896	(3,924)
5-1015	SALARY PREMIUM	54,337	-	-	0.0%	54,337	-	-

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		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
5-1020	OVERTIME	205,000	10,881	10,881	5.3%	194,119	11,548	(666)
5-1030	LONGEVITY	6,735	299	299	4.4%	6,436	297	2
5-1031	CERTIFICATION PAY	69,600	2,621	2,621	3.8%	66,979	2,875	(253)
5-1033	CAR ALLOWANCE	-	-	-	0.0%	-	-	-
5-1034	UNIFORM ALLOWANCE	6,845	305	305	4.5%	6,540	301	4
5-1036	CELL PHONE ALLOWANCE	15,000	607	607	4.0%	14,393	707	(100)
5-1040	SOCIAL SECURITY	131,346	8,453	8,453	6.4%	122,893	4,205	4,248
5-1050	HEALTH INSURANCE	336,091	19,424	19,424	5.8%	316,667	17,441	1,983
5-1061	WORKER'S COMPENSATION	31,904	1,499	1,499	4.7%	30,405	1,193	306
5-1070	RETIREMENT	236,347	15,870	15,870	6.7%	220,477	11,314	4,556
	***** EXPENSE CATEGORY TOTALS *****	**2,452,631**	**113,932**	**113,932**	**4.6%**	**2,338,699**	**107,778**	**6,154**
SUPPLIES AND MATERIALS								
5-2010	OFFICE SUPPLIES	8,350	975	975	11.7%	7,375	642	333
5-2020	POSTAGE	36,150	5,087	5,087	14.1%	31,063	-	5,087
5-2030	JANITORIAL SUPPLIES	3,240	-	-	0.0%	3,240	45	(45)
5-2031	CHEMICALS	590,000	15,307	15,307	2.6%	574,693	17,975	(2,668)
5-2040	UNIFORMS/APPAREL	16,000	821	821	5.1%	15,179	-	821
5-2050	MEDICAL SUPPLIES	400	-	-	0.0%	400	-	-
5-2061	SAFETY MATERIALS	11,000	2,248	2,248	20.4%	8,752	114	2,134
5-2070	GASOLINE AND OIL	8,000	-	-	0.0%	8,000	-	-
5-2080	SMALL TOOLS AND EQUIP.	22,500	3,276	3,276	14.6%	19,224	2,072	1,204
	***** EXPENSE CATEGORY TOTALS *****	**695,640**	**27,714**	**27,714**	**4.0%**	**667,926**	**20,847**	**6,867**
PROF/CONTRACTUAL SERV								
5-3011	PRINTER/COPIER LEASE	10,080	505	505	5.0%	9,575	-	505
5-3020	AUDITS,CONTRACTS,SPECIAL STUDY	19,800	-	-	0.0%	19,800	-	-
5-3021	RAILROAD WATER LINE LEASE	300	-	-	0.0%	300	-	-
5-3030	PROFESSIONAL SERVICES	46,000	34	34	0.1%	45,966	173	(139)
5-3032	PROFESSIONAL SERVICES	132,288	1,933	1,933	1.5%	130,355	14,426	(12,493)
5-3041	CITY ISSUED CELL PHONES	500	-	-	0.0%	500	-	-
5-3042	CITY ISSUED TABLET	1,823	-	-	0.0%	1,823	-	-
5-3050	UTILITIES - ELECTRIC	-	-	-	0.0%	-	-	-
5-3053	PHONES/INTERNET	6,783	589	589	8.7%	6,194	-	589
5-3065	SLUDGE COLLECTION	365,000	15,080	15,080	4.1%	349,920	16,186	(1,105)
5-3080	MEMBERSHIP & SUBSCRIPTIONS	840	-	-	0.0%	840	-	-
5-3082	TRAVEL AND TRAINING	28,820	340	340	1.2%	28,480	2,779	(2,439)
5-3090	IT SUPPORT	15,174	2,132	2,132	14.0%	13,042	-	2,132
5-3095	SOFTWARE MAINTENANCE	48,900	19,637	19,637	40.2%	29,263	1,719	17,918
5-3112	PRINTING SERVICES	7,500	2,599	2,599	34.7%	4,901	2,979	(380)
5-3210	MERCHANT FEES	82,000	-	-	0.0%	82,000	-	-
5-3220	TML INSURANCE	58,745	60,538	60,538	103.1%	(1,793)	-	60,538
5-3310	EQUIPMENT RENTAL	11,500	14,703	14,703	127.9%	(3,203)	-	14,703
5-3315	VEHICLE LEASE FEES	13,784	1,232	1,232	8.9%	12,552	-	1,232
5-3331	TANK MAINTENANCE	210,000	2,475	2,475	1.2%	207,525	46,777	(44,302)

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5-3341	COLLECTIONS/LEGAL MVBA	2,000	-	-	0.0%	2,000	218	(218)
5-3420	UNRMWA WATER CONTRACT	203,582	15,265	15,265	7.5%	188,317	16,965	(1,700)
5-3430	TCEQ PERMITTING	60,000	2,500	2,500	4.2%	57,500	31,129	(28,629)
	***** EXPENSE CATEGORY TOTALS *****	**1,325,419**	**139,057**	**139,057**	**10.5%**	**1,186,362**	**133,350**	**5,707**
MAINTENANCE & REPAIR								
5-4010	BUILDING/STRUCTURE	45,346	9,387	9,387	20.7%	35,959	-	9,387
5-4110	MOTOR VEHICLE REPAIRS	-	-	-	0.0%	-	6,032	(6,032)
5-4120	EQUIPMENT REPAIR/MAINT EXP	345,360	4,038	4,038	1.2%	341,322	21,586	(17,547)
5-4220	WATER METERS	-	120,738	120,738	0.0%	(120,738)	96,879	23,860
5-4310	SEWER LINE MAINTENANCE	-	-	-	0.0%	-	4,000	(4,000)
5-4311	SEWER PLANT MAINTENANCE	150,000	14,884	14,884	9.9%	135,116	4,878	10,007
5-4313	LIFT STATION MAINTENANCE	290,000	4,063	4,063	1.4%	285,937	386	3,677
5-4314	GENERATOR MAINTENANCE	8,400	-	-	0.0%	8,400	-	-
5-4315	PRETREATMENT FOG MGMT	2,300	-	-	0.0%	2,300	-	-
5-4421	WATER METER REPLACEMENT PR	479,880	-	-	0.0%	479,880	-	-
5-4450	WATER LINE REPAIR	350,000	24,132	24,132	6.9%	325,868	42,324	(18,192)
5-4460	METER READER HANDHELDS	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**1,671,286**	**177,243**	**177,243**	**10.6%**	**1,494,043**	**176,083**	**1,159**
UTILITIES								
5-4500	UTILITIES - ELECTRIC	286,700	30,381	30,381	10.6%	256,319	-	30,381
5-4501	UTILITIES-WATER/SEWER	22,700	2,215	2,215	9.8%	20,485	1,706	509
5-4502	UTILITIES-NATURAL GAS	2,000	66	66	3.3%	1,934	-	66
5-4503	PHONES/INTERNET	1,441	1,893	1,893	131.4%	(452)	-	1,893
	***** EXPENSE CATEGORY TOTALS *****	**312,841**	**34,554**	**34,554**	**11.0%**	**278,287**	**1,706**	**32,849**
OTHER/MISC.								
5-5101	PRINCIPAL 2003 W REFUNDING	-	-	-	0.0%	-	-	-
5-5102	INTEREST 2003 W REFUNDING	-	-	-	0.0%	-	-	-
5-5103	PRINCIPAL 2006 SSES	-	-	-	0.0%	-	-	-
5-5104	INTEREST 2006 WW SSS 2	-	-	-	0.0%	-	-	-
5-5105	PRINCIPAL 2007 WW SSES 2B	-	-	-	0.0%	-	-	-
5-5106	INTEREST 2007 WW SSES 2B	-	-	-	0.0%	-	-	-
5-5107	PRINCIPAL 2009 WW & S RE	-	-	-	0.0%	-	-	-
5-5108	INTEREST 2009 WW & SS RE	-	-	-	0.0%	-	-	-
5-5111	PRINCIPAL 2012 WATER	-	-	-	0.0%	-	-	-
5-5112	INTEREST 2012 WATER	-	-	-	0.0%	-	-	-
5-5114	INTEREST 2012 WASTEWATER	-	-	-	0.0%	-	-	-
5-5115	PRINCIPAL 2013 REFUND WASTE	-	-	-	0.0%	-	-	-
5-5116	INTEREST 2013 REFUND WASTE	-	-	-	0.0%	-	-	-
5-5423	AGENT FEES	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**-**	**-**	**-**	**0.0%**	**-**	**-**	**-**

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DEBT SERVICE								
5-6005	GO REFUNDING PRIN PAYMENTS	-	-	-	0.0%	-	-	-
5-6009	CERT OBLIG PRIN PAYMENT	235,000	-	-	0.0%	235,000	-	-
5-6010	REVENUE BOND PRIN PAYMENT	595,000	-	-	0.0%	595,000	-	-
5-6025	PRINCIPAL - CAPITAL LEASES	104,268	63,241	63,241	60.7%	41,027	-	63,241
5-6050	BOND INTEREST EXP	620,183	5,783	5,783	0.9%	614,400	-	5,783
5-6051	INTEREST - CAPITAL LEASES	5,783	-	-	0.0%	5,783	-	-
5-6054	PAY/ESCROW AGENT FEES	202,937	750	750	0.4%	202,187	-	750
	***** EXPENSE CATEGORY TOTALS *****	**1,763,171**	**69,774**	**69,774**	**4.0%**	**1,693,397**	**-**	**69,774**
CAPITAL OUTLAY								
5-7040	WATER SYSTEMS	-	-	-	0.0%	-	-	-
5-7440	CONSTRUCTION EXPENSE	-	-	-	0.0%	-	-	-
5-8017	IMPROVEMENTS	17,086,200	-	-	0.0%	17,086,200	-	-
5-8020	MACHINERY	421,000	-	-	0.0%	421,000	-	-
5-8021	LIFT STATION REPLACEMENT	-	-	-	0.0%	-	-	-
5-8040	AUTO & HEAVY EQUIPMENT	135,000	-	-	0.0%	135,000	0	(0)
	***** EXPENSE CATEGORY TOTALS *****	**17,642,200**	**-**	**-**	**0.0%**	**17,642,200**	**0**	**(0)**
INTERFUND ACTIVITY								
5-9010	TRANS TO GENERAL FUND-010	1,146,530	95,544	95,544	8.3%	1,050,986	79,542	16,002
5-9011	TRSF TO GENERAL FUND DEBT	-	-	-	0.0%	-	-	-
5-9511	TRSF TO VEH/EQUIP FUND	-	-	-	0.0%	-	-	-
5-9540	TRANS TO VEH/EQUIP REPL FD	-	-	-	0.0%	-	2,083	(2,083)
5-9570	TRANS TO FLEET FUND	164,955	7,525	7,525	4.6%	157,430	-	7,525
5-9615	TRANS TO UTILITY DEBT SER-	-	-	-	0.0%	-	92,602	(92,602)
5-9690	TRANS TO UTILITY CIP FUND-	-	-	-	0.0%	-	83,333	(83,333)
	***** EXPENSE CATEGORY TOTALS *****	**1,311,485**	**103,069**	**103,069**	**7.9%**	**1,208,416**	**257,561**	**(154,492)**
	***** TOTAL EXPENSE *****	**$ 27,174,673**	**$ 665,343**	**$ 665,343**	**2.4%**	**$ 26,509,330**	**$ 697,325**	**$ (31,981)**
620-SANITATION FUND- DETAIL								
REVENUE								
620-4-1715	SANITATION COLLECTION CHARGES	$ -	$ 98,145	$ 98,145	0.0%	$ (98,145)	$ 92,244	$ 5,900
620-4-1721	COLLECTION BAG SALES	-	1,610	1,610	0.0%	(1,610)	1,724	(113)
620-4-1722	CLEAN STREETS PROGRAM	-	14,024	14,024	0.0%	(14,024)	13,880	144
620-4-1723	SALES TAX DISCOUNT	-	-	-	0.0%	-	80	(80)
620-4-1729	ROLL OFF CHARGES	-	1,763	1,763	0.0%	(1,763)	49	1,714
620-4-1901	INTEREST ON INVESTMENTS	-	169	169	0.0%	(169)	(1,693)	1,862
620-4-1902	INSURANCE RECOVERIES	-	-	-	0.0%	-	10,546	(10,546)
620-4-1922	REBATE REVENUE	-	-	-	0.0%	-	-	-
620-4-1924	MISC REVENUE	-	-	-	0.0%	-	-	-

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	***** TOTAL REVENUE *****	**-**	**115,711**	**115,711**	**0.0%**	**(115,711)**	**116,830**	**(1,119)**
620-SANITATION FUND- DETAIL								
EXPENSE								
PERSONNEL								
620-5-1010	SALARIES AND WAGES	-	-	-	0.0%	-	977	(977)
620-5-1040	SOCIAL SECURITY	-	-	-	0.0%	-	75	(75)
620-5-1050	HEALTH INSURANCE	-	-	-	0.0%	-	520	(520)
620-5-1061	WORKER'S COMPENSATION	-	-	-	0.0%	-	1	(1)
620-5-1070	RETIREMENT	-	-	-	0.0%	-	135	(135)
	***** EXPENSE CATEGORY TOTALS *****	**-**	**-**	**-**	**0.0%**	**-**	**1,708**	**(1,708)**
SUPPLIES AND MATERIALS								
620-5-2010	OFFICE SUPPLIES	-	-	-	0.0%	-	-	-
620-5-2020	POSTAGE	-	-	-	0.0%	-	-	-
620-5-2130	GARBAGE BAGS	-	-	-	0.0%	-	4,685	(4,685)
	***** EXPENSE CATEGORY TOTALS *****	**-**	**-**	**-**	**0.0%**	**-**	**4,685**	**(4,685)**
PROF/CONTRACTUAL SERV								
620-5-3062	ROLL OFFS	-	(49,541)	(49,541)	0.0%	49,541	(39,545)	(9,996)
620-5-3063	RESIDENTIAL COLLECTION	-	(67,807)	(67,807)	0.0%	67,807	(60,808)	(6,999)
620-5-3064	COMMERCIAL COLLECTION	-	(111,733)	(111,733)	0.0%	111,733	(105,823)	(5,910)
620-5-3066	CITY WIDE CLEAN-UP COLLECTION	-	121	121	0.0%	(121)	-	121
620-5-3400	JANITORIAL SERVICES	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**-**	**(228,960)**	**(228,960)**	**0.0%**	**228,960**	**(206,176)**	**(22,784)**
MAINTENANCE & REPAIR								
620-5-4010	BUILDINGS, STRUCTURES, & GROUN	-	-	-	0.0%	-	-	-
620-5-4110	MOTOR VEHICLE REPAIRS	-	-	-	0.0%	-	536	(536)
620-5-4115	CLEAN STREETS PROGRAM EXPENSE	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**-**	**-**	**-**	**0.0%**	**-**	**536**	**(536)**
OTHER/MISC.								
620-5-5030	BAD DEBT EXPENSE	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**-**	**-**	**-**	**0.0%**	**-**	**-**	**-**
INTERFUND ACTIVITY								
620-5-9010	#N/A	-	-	-	0.0%	-	29,375	(29,375)
620-5-9051	TRSF TO CUSTOMER SERVICE	-	-	-	0.0%	-	9,464	(9,464)
620-5-9511	EQUIPMENT USER FEE	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**-**	**-**	**-**	**0.0%**	**-**	**38,839**	**(38,839)**

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	***** TOTAL EXPENSE *****	**$ -**	**$ (228,960)**	**$ (228,960)**	**0.0%**	**$ 228,960**	**$ (160,408)**	**$ (68,552)**
625- RETAIL MALL FUND								
REVENUE								
625-4-1705.02	TRINITY VALLEY COMMUNITY COLLE	$ -	$ -	$ -	0.0%	$ -	$ -	$ -
625-4-1705.04	TRINITY VALLEY CC MALL	-	-	-	0.0%	-	1,452	(1,452)
625-4-1705.06	CHRISTIAN CORNER	-	-	-	0.0%	-	500	(500)
625-4-1705.30	T-NAILS MANICURE SALON	-	-	-	0.0%	-	1,434	(1,434)
625-4-1705.40	DEPARTMENT OF VETERANS AFFAIRS	-	-	-	0.0%	-	29,997	(29,997)
625-4-1705.45	ETCOG	-	-	-	0.0%	-	6,393	(6,393)
625-4-1705.60	JC PENNEY'S	-	-	-	0.0%	-	8,161	(8,161)
625-4-1705.78	LEASE - TX STATE RR SOCITY	-	-	-	0.0%	-	-	-
625-4-1705.80	AARON'S	-	-	-	0.0%	-	10,442	(10,442)
625-4-1705.85	VETERANS EDUCATION CENTER	-	-	-	0.0%	-	-	-
625-4-1705.90	BURKES	-	-	-	0.0%	-	11,000	(11,000)
625-4-1705.91	TAXBOYS LLC	-	-	-	0.0%	-	1,150	(1,150)
625-4-1901	INTEREST ON INVESTMENTS	-	368	368	0.0%	(368)	207	161
625-4-1924	MISC REVENUE	-	-	-	0.0%	-	-	-
625-4-1938	SALE OF PROPERTY	-	-	-	0.0%	-	-	-
	***** TOTAL REVENUE *****	**-**	**368**	**368**	**0.0%**	**(368)**	**70,736**	**(70,367)**
625- RETAIL MALL FUND								
EXPENSE								
SUPPLIES AND MATERIALS								
625-5-2010	OFFICE SUPPLIES	-	-	-	0.0%	-	-	-
625-5-2030	JANITORIAL SUPPLIES	-	-	-	0.0%	-	410	(410)
625-5-2040	UNIFORMS/APPAREL	-	-	-	0.0%	-	-	-
625-5-2080	SMALL TOOLS AND EQUIP.	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**-**	**-**	**-**	**0.0%**	**-**	**410**	**(410)**
PROF/CONTRACTUAL SERV								
625-5-3030	PROFESSIONAL SERVICES	-	5,143	5,143	0.0%	(5,143)	3,808	1,335
625-5-3050	UTILITIES - ELECTRIC	-	-	-	0.0%	-	-	-
625-5-3330	CONTRACT SERVICES	-	3,516	3,516	0.0%	(3,516)	199	3,317
	***** EXPENSE CATEGORY TOTALS *****	**-**	**8,659**	**8,659**	**0.0%**	**(8,659)**	**4,007**	**4,652**
MAINTENANCE & REPAIR								
625-5-4010	BUILDINGS AND STRUCTURES	-	-	-	0.0%	-	39,884	(39,884)
625-5-4120	EQUIPMENT & MACHINERY	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**-**	**-**	**-**	**0.0%**	**-**	**39,884**	**(39,884)**
OTHER/MISC.								

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625-5-5140	PRINCIPAL 2010 LEASE REV BOND	-	-	-	0.0%	-	-	-
625-5-5150	INTEREST 2010 LEASE REV BOND	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**-**	**-**	**-**	**0.0%**	**-**	**-**	**-**
DEBT SERVICE								
625-5-6054	BOND FEES	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**-**	**-**	**-**	**0.0%**	**-**	**-**	**-**
CAPITAL OUTLAY								
625-5-8050	IMPROVEMENTS	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**-**	**-**	**-**	**0.0%**	**-**	**-**	**-**
INTERFUND ACTIVITY								
625-5-9010	TRANSFER TO GENERAL FUND	-	-	-	0.0%	-	13,789	(13,789)
	***** EXPENSE CATEGORY TOTALS *****	**-**	**-**	**-**	**0.0%**	**-**	**13,789**	**(13,789)**
	***** TOTAL EXPENSE *****	**$ -**	**$ 8,659**	**$ 8,659**	**0.0%**	**$ (8,659)**	**$ 58,090**	**$ (49,431)**

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215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL								
REVENUE								
215-4-000-1013	PEDC SALES TAX	$ 1,039,394	$ 95,768	$ 95,768	9.2%	$ 943,626	81,662.80	$ 14,105
215-4-000-1705.001	RENT - CARTMELL SUITE B	13,500	3,000	3,000	22.2%	10,500	3,000.00	-
215-4-000-1705.004	RENT - RESULTS CO	215,444	17,954	17,954	8.3%	197,490	17,228.25	725
215-4-000-1807	ETEX FIBER RECAPTURE	150,000	-	-	0.0%	150,000	0.00	-
215-4-000-1901	INTEREST REVENUE	15,000	229	229	1.5%	14,771	1,176.61	(948)
215-4-000-1903	TAH LOAN PYMT	33,557	5,593	5,593	16.7%	27,964	0.00	5,593
215-4-000-1924	MISC REFUNDS	-	-	-	0.0%	-	0.00	-
	***** TOTAL REVENUE *****	**1,466,895**	**122,543**	**122,543**	**8.4%**	**1,344,352**	**103,068**	**19,475**
215 -ECONOMIC DEVELOPMENT CORP (PEDC)- DETAIL								
EXPENSE								
PERSONNEL								
215-5-1010	SALARIES & WAGES	173,430	3,343	3,343	1.9%	170,087	-	3,343
215-5-1020	#N/A	-	-	-	0.0%	-	-	-
215-5-1030	LONGEVITY	288	36	36	12.6%	252	-	36
215-5-1031	CERTIFICATION PAY	2,600	121	121	4.7%	2,479	-	121
215-5-1036	CELL PHONE ALLOWANCE	600	30	30	5.1%	570	-	30
215-5-1040	SOCIAL SECURITY	13,869	445	445	3.2%	13,424	-	445
215-5-1050	HEALTH INSURANCE	27,618	635	635	2.3%	26,983	-	635
215-5-1061	WORKERS COMPENSATION	338	5	5	1.5%	333	-	5
215-5-1070	RETIREMENT	25,506	831	831	3.3%	24,675	-	831
	***** EXPENSE CATEGORY TOTALS *****	**244,249**	**5,447**	**5,447**	**2.2%**	**238,802**	**-**	**5,447**
SUPPLIES AND MATERIALS								
215-5-2010	OFFICE SUPPLIES & EQUIP	2,000	149	149	7.5%	1,851	248	(98)
215-5-2020	POSTAGE	100	-	-	0.0%	100	-	-
	***** EXPENSE CATEGORY TOTALS *****	**2,100**	**149**	**149**	**7.1%**	**1,951**	**248**	**(98)**
PROF/CONTRACTUAL SERV								
215-5-3010	LEGAL SERVICES	45,000	2,848	2,848	6.3%	42,152	-	2,848
215-5-3020	AUDITS,CONTRACTS,SPECIAL STUDY	5,000	-	-	0.0%	5,000	-	-
215-5-3030	PROFESSIONAL SERVICES	7,500	-	-	0.0%	7,500	-	-
215-5-3031	CONSULTANT SERVICES	7,500	-	-	0.0%	7,500	-	-
215-5-3040	COMMUNICATIONS	6,250	114	114	1.8%	6,136	-	114
215-5-3041	CITY ISSUED CELL PHONES	500	-	-	0.0%	500	-	-
215-5-3051	UTILITIES WATER/SEWER	6,000	360	360	6.0%	5,640	160	200
215-5-3080	MEMBERSHIPS & SUBSCRIPTIONS	12,500	-	-	0.0%	12,500	1,887	(1,887)
215-5-3082	TRAVEL & TRAINING	7,500	22	22	0.3%	7,478	41	(18)
215-5-3112	PRINTING SERVICES	3,120	224	224	7.2%	2,896	-	224
215-5-3150	MARKETING SERVICES	50,000	-	-	0.0%	50,000	7,193	(7,193)
215-5-3330	CITY PAID EXPENSES	-	-	-	0.0%	-	167,642	(167,642)

City of Palestine, Texas
Financial Statement
As of October 31, 2021

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
215-5-3506	#N/A	-	-	-	0.0%	-	-	-
215-5-3617	PROJECTS SUPPORT GRANTS	400,000	-	-	0.0%	400,000	-	-
215-5-3662	PARK IMPROVEMENTS - CITY	50,000	-	-	0.0%	50,000	9,780	(9,780)
215-5-3663	COM DEV GRANT-GENERAL PROGRAM	50,000	-	-	0.0%	50,000	-	-
215-5-3664	BLDG IMPROVEMENT GRANT PROG	75,000	-	-	0.0%	75,000	-	-
215-5-3665	#N/A	-	-	-	0.0%	-	-	-
215-5-3666	PRIOR YEAR PRJCT SUPP GRANTS	70,000	-	-	0.0%	70,000	-	-
215-5-3901	ADMIN FEE EXP TO GF	-	2,611	2,611	0.0%	(2,611)	1,860	751
	***** EXPENSE CATEGORY TOTALS *****	**795,870**	**6,180**	**6,180**	**0.8%**	**789,690**	**188,562**	**(182,383)**
MAINTENANCE & REPAIR								
215-5-4010	BUSINESS PARK MAINTENANCE	130,000	69	69	0.1%	129,931	66	3
215-5-4110	#N/A	-	-	-	0.0%	-	-	-
215-5-4120	EQUIPMENT REPAIR/MAINT EXP	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**130,000**	**69**	**69**	**0.1%**	**129,931**	**66**	**3**
UTILITIES								
215-5-4500	UTILITIES - ELECTRIC	6,000	310	310	5.2%	5,690	-	310
	***** EXPENSE CATEGORY TOTALS *****	**6,000**	**310**	**310**	**5.2%**	**5,690**	**-**	**310**
OTHER/MISC.								
215-5-5060	BUSINESS RETENTION/EXPANSION	15,000	450	450	3.0%	14,550	-	450
215-5-5066	COMMUNITY EVENTS	-	-	-	0.0%	-	-	-
215-5-5067	HOSPITAL DEMOLITION	-	-	-	0.0%	-	-	-
215-5-5140	2010A REVENUE BOND PRINCIPAL	-	-	-	0.0%	-	-	-
215-5-5141	2010A REVENUE BOND INTEREST	-	-	-	0.0%	-	-	-
215-5-5142	2012B REVENUE BOND PRINCIPAL	-	-	-	0.0%	-	-	-
215-5-5143	2012B REVENUE BOND INTEREST	-	-	-	0.0%	-	(5,426)	5,426
215-5-5144	2016 PRINCIPAL	-	-	-	0.0%	-	-	-
215-5-5145	2016 INTEREST	-	-	-	0.0%	-	(1,361)	1,361
215-5-5200	MEETING MEALS	500		1,057	211.5%	(557)	-	1,057
	***** EXPENSE CATEGORY TOTALS *****	**15,500**	**450**	**1,507**	**9.7%**	**13,993**	**(6,787)**	**8,294**
DEBT SERVICE								
215-5-6005	REVENUE BOND PRIN PAYMENT	381,130	-	-	0.0%	381,130	-	-
215-5-6050	BOND INTEREST EXP	70,909	-	-	0.0%	70,909	-	-
215-5-6054	#N/A	-	-	-	0.0%	-	-	-
	***** EXPENSE CATEGORY TOTALS *****	**452,039**	**-**	**-**	**0.0%**	**452,039**	**-**	**-**
CAPITAL OUTLAY								
215-5-8010	FURNITURE & OFFICE EQUIP	1,000	-	-	0.0%	1,000	-	-

City of Palestine, Texas
Financial Statement
As of October 31, 2021

		Current Budget	Current Period	Current Y-T-D	% of Budget	Budget Balance	Prior Year Y-T-D Actual	INC/(DEC) Prior Year
	***** EXPENSE CATEGORY TOTALS *****	**1,000**	**-**	**-**	**0.0%**	**1,000**	**-**	**-**
INTERFUND ACTIVITY								
215-5-9010	TRANSFER TO GENERAL FUND	31,329	-	-	0.0%	31,329	-	-
215-5-9570	TRANSFER TO FLEET FUND	1,625	-	-	0.0%	1,625	-	-
	***** EXPENSE CATEGORY TOTALS *****	**31,329**	**-**	**-**	**0.0%**	**31,329**	**-**	**-**
	***** TOTAL EXPENSE *****	**$ 1,678,087**	**$ 12,605**	**$ 13,662**	**0.8%**	**$ 1,664,425**	**$ 182,089**	**$ (168,427)**

City of Palestine, Texas
Financial Statement
As of October 31, 2021

NON MAJOR FUNDS SUMMARY

	011 COMMUNITY FOREST	150 TOURISM & CIVIC CENTER (HOT)	240 AIRPORT FUND	250 MC - BLDG SECURITY FUND	260 MC - TECHNOLOGY FUND	265 MC CHILD SAFETY FEES	360 POLICE CONFISCATED MONEY
Beginning Fund Balance	**$ 32,082**	**$ 1,196,681**	**$ -**	**$ 55,538**	**$ 45,762**	**$ 34,317**	**$ 102,391**
REVENUE							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	-	-	-	-	-
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	-	781	637	5,156	-
LEASE/RENTAL REVENUE	-	-	-	-	-	-	-
CHARGES FOR SERVICE	-	-	-	-	-	-	-
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	-	52,712	479	-	-	-	-
INTERFUND ACTIVITY	-	-	26,250	-	-	-	-
Total	**-**	**52,712**	**26,729**	**781**	**637**	**5,156**	**-**
EXPENSE							
PERSONNEL	-	7,432	-	-	-	-	-
SUPPLIES AND MATERIALS	-	1,099	-	-	198	-	-
PROF/CONTRACTUAL SERV	-	33,185	4,255	-	-	-	-
MAINTENANCE & REPAIR	-	7,000	909	-	-	-	-
UTILITIES	-	807	727	-	-	-	-
OTHER/MISC.	-	4,278	-	-	-	-	-
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
INTERFUND ACTIVITY	-	2,611	-	-	-	-	-
Total	**-**	**56,411**	**5,890**	**-**	**198**	**-**	**-**
Surplus (Deficit)	**-**	**(3,699)**	**20,838**	**781**	**439**	**5,156**	**-**
Ending Fund Balance	**$ 32,082**	**$ 1,192,982**	**$ 20,838**	**$ 56,319**	**$ 46,201**	**$ 39,473**	**$ 102,391**

City of Palestine, Texas
Financial Statement
As of October 31, 2021

NON MAJOR FUNDS SUMMARY

	400-PERPETUAL	504 POLICE GRANTS	520 STREET REPAIR/MAINT-TAX	540 EQUIPMENT REPLACEMENT FND	635 SPECIAL EVENTS	673 LIBRARY CIP FUND	TOTAL NON MAJOR FUNDS
Beginning Fund Balance	**$ 209,453**	**$ 24,303**	**$ 116,754**	**$ (351,792)**	**$ 33,264**	**$ 41,845**	**$ 1,540,597**
REVENUE							
PROPERTY TAXES	-	-	-	-	-	-	-
SALES TAX	-	-	47,884	-	-	-	47,884
FRANCHISE TAX	-	-	-	-	-	-	-
PERMITS LICENSES & FEES	-	-	-	-	-	-	-
FINES AND WARRANTS	-	-	-	-	-	-	6,574
LEASE/RENTAL REVENUE	-	-	-	-	-	-	-
CHARGES FOR SERVICE	2,250	-	-	-	-	-	2,250
INTERGOVERNMENTAL REVENUE	-	-	-	-	-	-	-
OTHER INCOME	-	-	-	-	6,350	7	59,548
INTERFUND ACTIVITY	-	-	-	-	-	-	26,250
Total	**2,250**	**-**	**47,884**	**-**	**6,350**	**7**	**142,506**
EXPENSE							
PERSONNEL	-	-	-	-	-	-	7,432
SUPPLIES AND MATERIALS	-	-	-	-	24,408	-	25,705
PROF/CONTRACTUAL SERV	-	-	-	-	-	-	37,440
MAINTENANCE & REPAIR	-	-	45,586	-	-	-	53,496
UTILITIES	-	-	-	-	-	-	1,533
OTHER/MISC.	-	-	-	-	-	-	4,278
DEBT SERVICE	-	-	-	-	-	-	-
CAPITAL OUTLAY	-	-	-	-	-	-	-
INTERFUND ACTIVITY	-	-	-	-	-	-	2,611
Total	**-**	**-**	**45,586**	**-**	**24,408**	**-**	**132,494**
Surplus (Deficit)	**2,250**	**-**	**2,297**	**-**	**(18,058)**	**7**	**10,012**
Ending Fund Balance	**$ 211,703**	**$ 24,303**	**$ 119,052**	**$ (351,792)**	**$ 15,206**	**$ 41,852**	**$ 1,550,609**

City of Palestine, Texas
Financial Statement
As of October 31, 2021

NON MAJOR FUNDS SUMMARY

Beginning Fund Balance
REVENUE
PROPERTY TAXES
SALES TAX
FRANCHISE TAX
PERMITS LICENSES & FEES
FINES AND WARRANTS
LEASE/RENTAL REVENUE
CHARGES FOR SERVICE
INTERGOVERNMENTAL REVENUE
OTHER INCOME
INTERFUND ACTIVITY
Total
EXPENSE
PERSONNEL
SUPPLIES AND MATERIALS
PROF/CONTRACTUAL SERV
MAINTENANCE & REPAIR
UTILITIES
OTHER/MISC.
DEBT SERVICE
CAPITAL OUTLAY
INTERFUND ACTIVITY
Total
Surplus (Deficit)
Ending Fund Balance

City of Palestine, Texas
Summary of Cash and Investment Activity
For the Month Ending: October 31, 2021

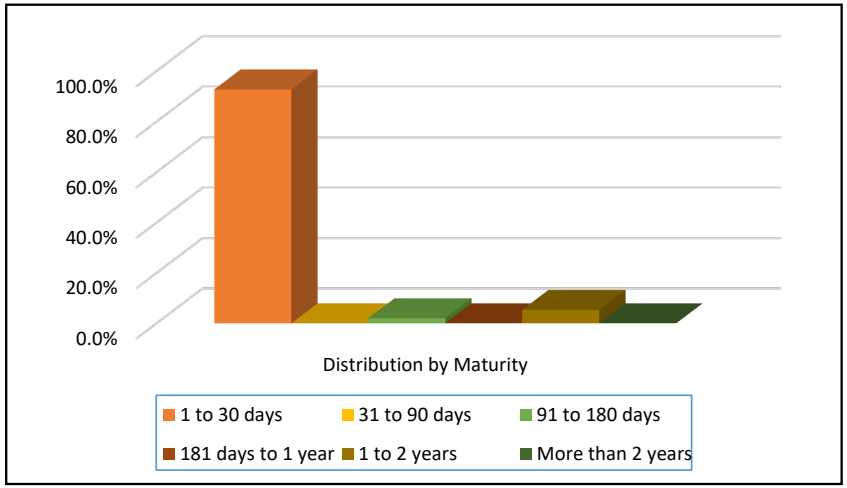
	Par Value	Book Value	Market Value	Ratio Market-to-Book Value
Beginning Balances				
Cash	$ 21,729,534.56	$ 21,729,534.56	$ 21,729,534.56	100.00%
Investments	1,942,790.52	1,942,790.52	1,942,790.52	100.00%
Total	23,672,325.08	23,672,325.08	23,672,325.08	100.00%
Activity				
Cash	(181,000.39)	(181,000.39)	(181,000.39)	
Investments				
Net Accretion & Amortization				
Purchases	61.29	61.29	61.29	
Maturities/Calls		-	-	
Changes to Market Value	-	-	1,156.69	
Net Monthly Activity	(180,939.10)	(180,939.10)	(179,782.41)	
Ending Balances				
Cash	21,548,534.17	21,548,534.17	21,548,534.17	100.00%
Investments	1,942,851.81	1,942,851.81	1,944,008.50	100.06%
Total	$ 23,491,385.98	$ 23,491,385.98	$ 23,492,542.67	100.00%

City of Palestine, Texas
Summary of Cash and Investment Activity
For the Month Ending: October 31, 2021

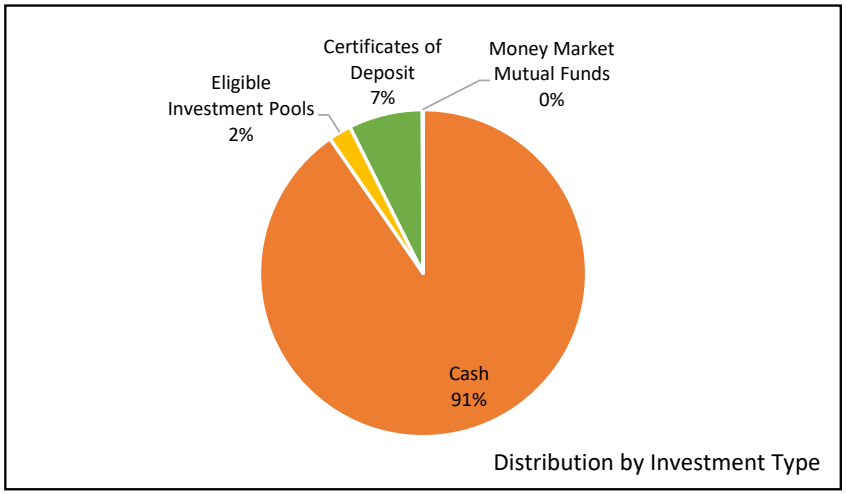
Purchase Date	Maturity Date	CUSIP / CD Number	Security Type	Par Value	Coupon	Purchase			Book Value	Market Value	Unrealized Gain / (Loss)	Days to Maturity
						Price	Yield	Principal				
N/A	N/A	N/A	Prosperity Bank - Cash	$18,001,606		$ 100.000	0.200%	$ 18,001,606	$ 18,001,606	$ 18,001,606	$ -	1
N/A	N/A	N/A	BNY Mellon - Cash Reserve	219,017		100.000	0.001%	219,017	219,017	219,017	-	1
N/A	N/A	N/A	TexSTAR - Local Government Investment Pool	454,298		100.000	0.010%	454,298	454,298	454,298	-	1
N/A	N/A	N/A	FNC - Cash, Money Funds, & Bank Deposits	13,945		100.000	0.010%	13,945	13,945	13,945	-	1
1/17/2020	1/18/2022	949763R24	CD - Wells Fargo Bank	200,000		100.000	1.770%	200,000	200,000	200,766	766	79
2/6/2020	2/7/2022	61760A6Y0	CD - Morgan Stanley Bank	200,000		100.000	1.720%	200,000	200,000	200,936	936	99
9/20/2019	9/20/2022	182001541	CD - Prosperity Bank	159,575		100.000	1.900%	159,575	159,575	159,575	-	324
9/20/2020	9/20/2022	182001540	CD - Prosperity Bank	158,624		100.000	0.500%	158,624	158,624	158,624	-	324
12/13/2019	12/13/2022	182001553	CD - Prosperity Bank	158,409		100.000	1.750%	158,409	158,409	158,409	-	408
2/12/2021	2/13/2023	052392AN7	CD - Austin Telco Fed Cr Un	249,000		100.000	0.190%	249,000	249,000	248,853	(147)	470
5/15/2021	5/15/2023	PER200HQ5	CD - Comenity Bank	100,000		100.000	0.200%	100,000	100,000	100,000	-	561
5/19/2021	5/19/2023	27004PBQ5	CD - Eaglemark Svgs Bk	249,000		100.000	0.190%	249,000	249,000	248,602	(398)	565
Totals/Weighted Average				$ 20,163,475			0.252%	$ 20,163,475	$ 20,163,475	$ 20,164,632	$ 1,157	27
Benchmark - 4 Weeks Coupon Equivalent- Treasury Bill Rate							0.030%					

City of Palestine, Texas
Summary of Cash and Investment Activity
For the Month Ending: October 31, 2021

Distribution by Maturity	Par Value	Percent
1 to 30 days	$18,688,866	92.7%
31 to 90 days	-	0.0%
91 to 180 days	400,000	2.0%
181 days to 1 year	-	0.0%
1 to 2 years	1,074,609	5.3%
More than 2 years	-	0.0%
	$ 20,163,475	100.0%



Distribution by Investment Type	Book Value	Percent
Cash	$18,220,623	90.4%
US Agencies & Instrumentalities	-	0.0%
Eligible Investment Pools	454,298	2.3%
Certificates of Deposit	1,474,609	7.3%
US Treasury Bills / Notes / Bonds	-	0.0%
Money Market Mutual Funds	13,945	0.1%
Repurchase Agreements	-	0.0%
	$ 20,163,475	100.0%



City of Palestine, Texas
Summary of Cash and Investment Activity
For the Month Ending: October 31, 2021

Transaction Information				Beginning			Ending		
Dates									
Purchase	Maturity	Description	Security Type	Par Value	Book Value	Market Value	Par Value	Book Value	Market Value
N/A	N/A	TexSTAR	Local Government Investment Pool	$ 454,295	$ 454,295	$ 454,295	$ 454,298	$ 454,298	$ 454,298
N/A	N/A	Financial Northeastern Companies - Pershing Bank	Cash, Money Funds, & Bank Deposits	13,887	13,887	13,887	13,945	13,945	13,945
1/17/2020	1/18/2022	CD - Wells Fargo Bank	Certificate of Deposit	200,000	200,000	200,000	200,000	200,000	200,766
2/6/2020	2/7/2022	CD - Morgan Stanley Bank	Certificate of Deposit	200,000	200,000	200,000	200,000	200,000	200,936
9/20/2019	9/20/2022	CD - Prosperity Bank	Certificate of Deposit	159,575	159,575	159,575	159,575	159,575	159,575
9/20/2020	9/20/2022	CD - Prosperity Bank	Certificate of Deposit	158,624	158,624	158,624	158,624	158,624	158,624
12/13/2019	12/13/2022	CD - Prosperity Bank	Certificate of Deposit	158,409	158,409	158,409	158,409	158,409	158,409
2/12/2021	2/13/2023	CD - Austin Telco Fed Cr Un	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	248,853
5/15/2021	5/15/2023	CD - Comenity Bank	Certificate of Deposit	100,000	100,000	100,000	100,000	100,000	100,000
5/19/2021	5/19/2023	CD - Eaglemark Svgs Bk	Certificate of Deposit	249,000	249,000	249,000	249,000	249,000	248,602
Total of Investments				1,942,791	1,942,791	1,942,791	1,942,852	1,942,852	1,944,009
Cash					21,729,535	21,729,535		21,548,534	21,548,534
Total Investments & Cash					$ 23,672,325	$ 23,672,325		$ 23,491,386	$ 23,492,543

City of Palestine, Texas
Cash and Investment Distribution by Fund
For the Month Ending: October 31, 2021

Transaction Information		010 GENERAL FUND	011 COMMUNITY FOREST FUND	150 TOURISM & CIVIC CENTER (HOT)	215 ECONOMIC DEVELOPMENT CORP. (PEDC)	212 POLICE DONATIONS FUND	240 AIRPORT FUND	250 MC- BLDG SECURITY FUND
Description	Security Type							
TexSTAR	Investment Pool	$ 109,687	$ 546	$ 19,381	$ (513)		$ (645)	$ 959
FNC/Pershing	Cash, Money Funds, & Bank Dep.	5,412	27	956	(25)		(32)	47
CD's	Certificates of Deposit	572,328	2,850	101,125	(2,678)		(3,367)	5,003
Total of Investments		687,428	3,423	121,462	(3,216)		(4,044)	6,009
Cash		6,481,464	32,277	1,145,212	1,229,592		(38,126)	56,661
Total Investments & Cash		7,168,892	35,700	1,266,674	1,226,375		(42,169)	62,670

Transaction Information		260 MC- TECHNOLOGY FUND	265 MC- CHILD SAFETY FEES	310 DEBT SERVICE FUND	360 POLICE CONFISCATED MONEY	400 PERPETUAL CEMETERY FUND	504 PD-GRANTS	520 STREET REPAIR/MAINT-TAX
Description	Security Type							
TexSTAR	Investment Pool	790	943	611	3,162	3,848	322	1,729
FNC/Pershing	Cash, Money Funds, & Bank Dep.	39	47	30	156	190	16	85
CD's	Certificates of Deposit	4,122	4,920	3,189	16,499	20,080	1,678	9,022
Total of Investments		4,951	5,909	3,830	19,817	24,118	2,016	10,837
Cash		46,681	55,715	36,110	186,849	227,403	19,006	102,177
Total Investments & Cash		51,632	61,624	39,939	206,666	251,521	21,022	113,014

Transaction Information		540 EQUIPMENT REPLACEMENT FUND	610 WTR / WWTR UTILITY FUND	620 SANITATION FUND	625 RETAIL MALL FUND	635 SPECIAL EVENTS	673 GENERAL CIP FUND	TOTAL
Description	Security Type							
TexSTAR	Investment Pool	1,063	263,516	15,262	33,275	362	-	454,298
FNC/Pershing	Cash, Money Funds, & Bank Dep.	52	4,531	753	1,642	18	-	13,945
CD's	Certificates of Deposit	5,545	479,141	79,636	173,623	1,891	-	1,474,609
Total of Investments		6,660	747,188	95,651	208,540	2,272	-	1,942,852
Cash		62,790	5,645,160	901,855	1,966,236	21,420	42,142	18,220,623
Total Investments & Cash		$ 69,450	$ 6,392,348	$ 997,506	$ 2,174,776	$ 23,691	$ 42,142	$ 20,163,475

City of Palestine, Texas
Summary of Investment Earnings by Fund
For the Month Ending: October 31, 2021

Description	010 GENERAL FUND	011 COMMUNITY FOREST FUND	150 TOURISM & CIVIC CENTER (HOT)	215 ECONOMIC DEVELOPMENT CORP. (PEDC)	212 POLICE DONATIONS FUND	240 AIRPORT FUND	250 MC- BLDG SECURITY FUND
Bank Interest	$ 1,268.01	$ 6.31	$ 224.04	$ 215.50		$ (7.46)	$ 11.08
TexSTAR	0.91	0.00	0.16	(0.00)		(0.01)	0.01
FNC/Pershing	0.05	0.00	0.01	(0.00)		(0.00)	0.00
CD's	378.74	1.89	66.92	(1.77)		(2.23)	3.31
Total	1,647.71	8.21	291.13	213.72		(9.69)	14.40

Description	260 MC- TECHNOLOGY FUND	265 MC- CHILD SAFETY FEES	310 DEBT SERVICE FUND	360 POLICE CONFISCATED MONEY	400 PERPETUAL CEMETERY FUND	504 PD-GRANTS	520 STREET REPAIR/MAINT-TAX
Bank Interest	9.13	10.90	7.06	36.55	44.49	3.72	19.99
TexSTAR	0.01	0.01	0.01	0.03	0.03	0.00	0.01
FNC/Pershing	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CD's	2.73	3.26	2.11	10.92	13.29	1.11	5.97
Total	11.87	14.16	9.18	47.50	57.81	4.83	25.98

Description	540 EQUIPMENT REPLACEMENT FUND	610 WTR / WWTR UTILITY FUND	620 SANITATION FUND	625 RETAIL MALL FUND	635 SPECIAL EVENTS	673 GENERAL CIP FUND	TOTAL
Bank Interest	12.28	1,063.41	176.44	384.67	4.19	6.93	3,497.25
TexSTAR	0.01	2.21	0.13	0.28	0.00	-	3.80
FNC/Pershing	0.00	0.04	0.01	0.01	0.00	-	0.12
CD's	3.67	317.07	52.70	114.90	1.25	-	975.83
Total	15.96	$ 1,382.73	$ 229.27	$ 499.85	$ 5.45	$ 6.93	$ 4,477.00

This monthly report is in full compliance with the investment strategies as established in the City's Investment Policy and the Public Funds Investment Act, Chapter 2256, Texas Government Code.



Andrew Sibai
Interim Finance Director

Agenda Date:	December 13, 2021
To:	City Council
From:	Mary Raum, Tourism Marketing Manager
Agenda Item:	Tourism Report October 2021
Date Submitted:	12/03/2021

SUMMARY:

Tourism Report October 2021

Attachments

Tourism Report October 2021

Contact: Mary Raum
City of Palestine
Phone: (903) 723-3014
Cell: (818) 943-8626
825 W. Spring St.
Palestine, TX 75801
mraum@palestine-tx.org

TOURISM REPORT – OCTOBER 2021

Hotel Occupancy Income Tax Collected/ STR Reporting

October	$ 46,758.67	- 5.1 %	2018/19	$ 32,493	+ 43.9 %
Fiscal YTD	$ 46,758.67	- 5.1 %	2018/19	+ 43.9 %	

Collected 9.4% of our budgeted income.

*These numbers reflect the collections made per month/quarter, not the actual month/quarter the revenue was incurred by occupancy in the hotels.

	October	+/- to LY	YTD	'19 Rate	+/- % to LLY
Occupancy	60.9 %	+ 14.0 %	+ 28.5 %	53.3 %	+ 14.3 %
ADR	$77.39	+ 8.2 %	+ 12.5 %	$72.72	+ 6.4 %
RevPAR	$47.09	+ 23.3 %	+ 45.5 %	$38.73	+ 21.6 %
Demand	13,035	+ 14.0 %	+ 28.5 %	11,407	+ 14.3 %
Revenue	$1,008,779	+ 23.3 %	+ 44.5 %	$829,538	+ 21.6 %

*Census includes 9 hotels, 638 rooms representing 77.6% of our market offering. (9 of 12 hotels)

Accomplishments, Activities & Successes

- Visitor Center traffic was up 88.7% over 2020 at 351 visitors and down 13.4% from 2019.
- Attended City Council Meetings, Tourism Advisory Board Meeting, Safety Committee Meeting, Main Street Advisory Board Meetings, Met Connie Adams to look at alternate venue locations from Museum, Presentation to Lions Club, Monthly Digital Ad Reporting Call – AJR Media
- Drove DDP for Fall Foliage update
- Wrote and submitted Destination Management Organization org chart
- Worked on American Bus Association FAM Tour updates
- Created scorecard for HOT Grant application review and submitted to the board
- Completed Departmental Operating Budget Presentation for Tourism
- Teams Video Meeting with D|G Studios on next steps for Wayfinding Signage

Website Stats

	Count	+/- to LY	+/- to LLY
Users	15,048	+ 4.0 %	+106.4 %
New Users	14,773	+ 5.8 %	+115.8 %
Sessions	19,226	+13.6 %	+106.0 %
Page Views	38,829	+28.7 %	+ 70.0 %

Marketing:

- Designed and submitted 3 digital ads for Nov/Dec eEdition digital advertising with County Line Magazine
- Updated Dogwood Trails Celebration page – eliminated duplicate Davey Dogwood Park page
- Submitted November 2021 Native Digital Campaign images for flight Nov 1 to replace the program below centered on Fall
- Designed and submitted 12 ROS ads for the Texas Monthly Winter Digital Extension
- Worked on scheduling for Visit Palestine destination video Mon/Tuesday 10/25 & 10/26 filming
- Continued daily review of social media digital campaign that launched August 19th
- Call with Pride Journeys about expanding our reach
- Helped Cori to complete the October Event listing – published to social media

- Designed and submitted 1/3-page ad for County Line Magazine
- Filming Visit Palestine Destination Video around town
- Established blog post for November 15 Holiday digital campaign launch
- Submitted photos to TML for article about the Heritage Celebration
- Provided copy and photos for Pride Journeys Holiday Themed Attractions:
- Reviewed, edited, and published Saturdays on Main flyer
- Created graphic for email blast for Christmas Parade. Posted to City of Palestine and Palestine Main Street pages with the theme details.

Main Street

- Submitted Cybergrants application Front Door profile for Walmart Grant
- Met with Public Works about Curb Painting Project - Compiled and emailed inquiries about the Main Street Curb Painting project
- Worked with Coordinator to create a list of open projects
- Reviewed the Main Street Parking approved plan and submitted to contractor to begin work.

Visitor Center:

- 103 leads from Tour Texas & Texas Monthly. Texas State Travel Guide - Printed envelopes and prepared for mailing – mailed out 322 leads
- 75 Welcome Bags for the Texas MG Register, 80 Welcome Bags for the Soccer Tournament, 15 Welcome Bags
- Submitted events to online calendars: December events to Texas Co-op Power & City Sparks. Also, submitted November events to City Sparks, My East Texas, Festival.com, Ride Texas

Events:

- Camino 205 –Uploaded all images from 2021 race to www.visitpalestine.com/caminogravelchallenge, recap meeting 9/30/21 with race promoter
- Heritage Celebration 2021 – week of event details to city staff and volunteers, update Depend-a-can request, all the last-minute details, completed all the requests for payments for the event and submitted for processing
- Texas MG Register – finalized shuttle head count and submitted to GoBus
- Created invitation for November 2021 NETTC Meeting to be held in Palestine – location booked
- Whiskey & Wine Swirl – approved the proof for the Whiskey & Wine Swirl lanyard, worked with TABC on permitting needs, bar counter for VIP reception, provided the following to MS Coordinator: Trolley application, Special Event Application, Trademarking info, contacts for committee, contacts for VIP Reception & catering
- Christmas in Palestine – reviewed plans for schedule board for shuttle service at each hotel, various marketing initiatives

Agenda Date:	December 13, 2021
To:	City Council
From:	Greg Laudadio, Director of Economic Development
Agenda Item:	PEDC Department Report
Date Submitted:	12/06/2021

SUMMARY:

Palestine Economic Development Corporation - Department Report.

Attachments

PEDC Department Report
Job Fair Flyer
Successful Numbers
Etex Revenue Share
Job Fair Image
Development Incentives

Economic Development Activities- October/ November 2021

Business Climate/Marketing

- Reduced sewer rate billing started for Tampico Bottling Facility
- Current Etex recapture rate $16,016 / per month – Up 9.23%
- Marketing campaign continues for commercial property listings
- Regional Job Fair successful - 27 Employers – 161 Applicants
- Continued high demand for commercial property / Updated website
- Social Media engagement proving extremely successful

New Investment

- Continued coordination of NTIA Grant Submission Etex Ph. II
- Tampico plant to expand production and employment (10 FTE)
- Upgrades and renovation continue at Tawankaro Distillery
- Progress continues on construction projects around town
- Prospect 1060 Meeting and on-site visit
- Prospect 1061 Site visit, plan review, coordination with City staff
- Prospect 1062 Initial meeting, project overview, data analysis
- Prospect 1063 Initial meeting, project overview, data analysis
- Prospect 1064 Site visit, plan review, coordination with City staff
- Prospect 1065 Initial meeting, project overview, data analysis

Administration

- Willow Creek Business Park landscape irrigation / lighting repairs
- CRM program training and updates. New entries created
- Golden Shovel interviewed Tampico executives and created an on-line article to run in October (manufacturing month)
- Updates made to PEDC Action Plan showing % progress
- Continued access to Etex Dashboard – 81 new customers
- Remaining Tree stump removal started on Willow Creek Pkwy
- WCBP entrance and median repairs in progress
- Coordination for job fair event - 27 employers hiring for 250+ jobs – facility reservation – food & refreshments - marketing

Results

October / November Leads:

8

Prospects by Category:

4 Commercial Development
1 Restaurant Prospect
1 Workforce Development
1 Multi Family Development
1 Energy / Power Sector

Source of New Leads:

7 Direct
1 City Manager Referral

No. of Open Leads:

32

Meetings Attended:

PEDC Board Meetings
City of Palestine Senior Staff
City Council Work Session
City Council Meeting
EDC Staff Meetings
Golden Shovel Marketing Meeting
Prospect Meetings
Project Site Visits
BRE Meetings
Amplify CRM Training
TEDC Annual Meeting

Tuesday, November 2nd
9am – 2pm

Presented by:
The Palestine Economic Development Corporation

Local Employers

Over 200 Full & Part Time Positions



Over 200 Full & Part Time Positions

Complimentary Coffee & Donuts

Complimentary Pizza and Shaved Ice

Over 20 Local Employers Hiring

Palestine Senior Activity Center
200 N. Church St.

United States Postal Service

Anderson County Texas Sheriff

Pentecom

the results companies

Cotton Patch Cafe

Palestine Regional Medical Center

Tampico Bottling Company

Super H Staffing

Kim's

Greenbrier Nursing & Rehabilitation Center of Palestine, Texas

The City of Palestine Texas 1846

Walmart

Sanderson Farms

Home Grill Steak House

Jocelyn's Donuts

Southside Baptist Church

Legacy at Town Creek a skilled nursing facility

Queen St Grille

Ace Bail Bonds

JFFA Consulting Engineers

Whataburger

Workforce Solutions East Texas

Express Employment Professionals

Sonic

Success Story – On November 2, 2021 the Palestine EDC Job Fair hosted 27 local employers and attracted 161 in-person applicants!

Only 30 job seekers attend job fair with 1,127 openings

Lee Provost | lprovost@daily-journal.com | 815-937-3364 Sep 16, 2021

1 of 3



One of more than a dozen signs in the Bradley Commons shopping area advertises a hiring company in the county. It's a common sight in the area — and across the nation — as employers are struggling to get workers in the door.

Daily Journal photos/Tiffany Blanchette

'It's a sign of the times': Bend job fair yields 'minimal' results



St. Charles, Express Employment came looking to fill some of 1,000+ combined jobs; only 16 people showed up

Low turnout for job fair at Civic Plaza



Colton Shone
Updated: May 27, 2021 05:13 PM
Created: May 27, 2021 12:26 PM

ALBUQUERQUE, N.M. — Dozens of businesses were at Civic Plaza Thursday, and some were prepared to hire workers on the spot.

FOX BUSINESS Personal Finance Economy Markets Watchlist Lifestyle Real Estate Tech TV Podcasts More Login

ATTRACTIVE OFFERS NOW AVAILABLE.
CHEVROLET
NORTH MS CHEVY DEALERS
Learn More

DENVER · Published October 24

Denver airport's jobs fair hoped for 5K visitors – only 100 people showed up

The Denver International Airport has about 1,000 job openings

By Emma Colton | FOXBusiness |

Markets
Quotes displayed in real-time

Dismal turnout leads job fair in Cleveland to end early



By Kristin Mazur
Published: Oct. 14, 2021 at 7:58 PM CDT

CLEVELAND, Ohio (WOIO) - A dismal turnout led to a job fair in Cleveland ending early Thursday.





Total Accounts Installed

Month, Year of Install Date

(Multiple values)

81

Total Sales



EDC Revenue Share



Palestine Tx Economic Development Corporation
Published by Greg Laudadio · November 2 ·

We want to say THANK YOU to all of the employers that attended our job fair today. It was a huge success with 161 applicants attending. Many were hired on the spot and many more have formal interviews scheduled. **Congratulations** to those starting new jobs! Let's keep moving forward! #GrowPalestineTx #PEDC



DEVELOPMENT
INCENTIVES AVAILABLE

★ ECONOMIC DEVELOPMENT ★

PALESTINE

TEXAS ★ 1846

CALL 903-729-4100



Agenda Date:	December 13, 2021
To:	City Council
From:	Mark Miears, Building Official
Agenda Item:	Development Services Monthly Report for November 2021
Date Submitted:	12/08/2021

SUMMARY:

Development Services Monthly Report for November 2021 for review.

Attachments

November 2021 Report

DEVELOPMENT SERVICES DEPARTMENT
MONTHLY ACTIVITIES REPORT
NOVEMBER 2021

DEPARTMENT BUDGET EXPENDITURES

Fiscal Year	Budgeted Amount	Expenses to Date	% of Year Completed	% of Budgeted Amount Spent
2021-2022	$326,286	$36,704	16.7%	12.9%

PERMITTING TOTALS

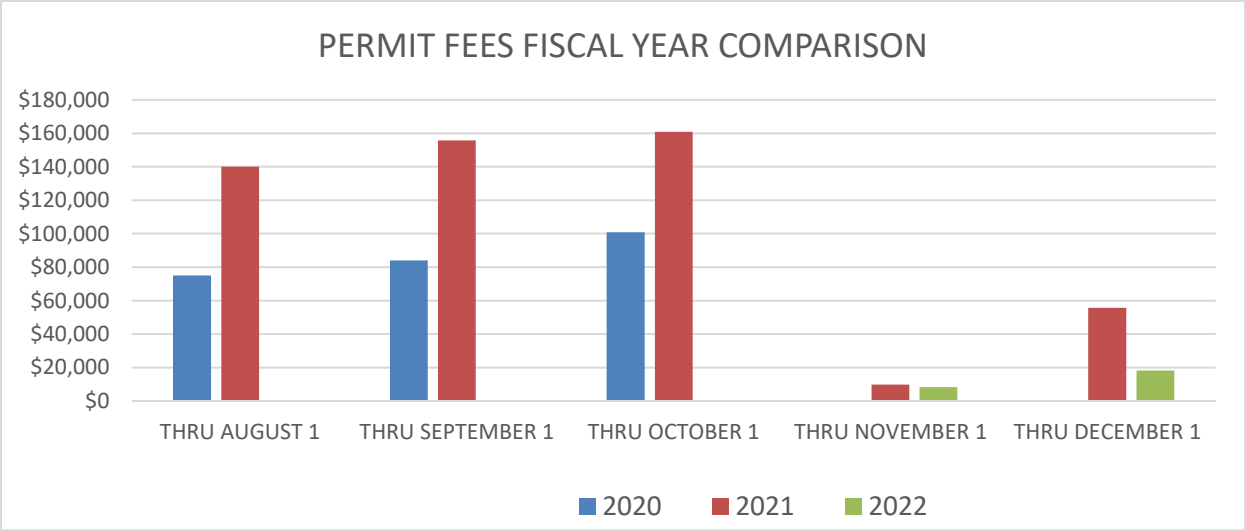
BUILDING and LICENSE PERMITS

Permit Type	October Permit Count	October Permit Fees	Permit Count / Fiscal Year	Permit Fees / Fiscal Year
BUILDING PERMIT	20	$7,644	32	$11,084
CERTIFICATE OF OCCUPANCY	6	$360	10	$600
DRIVEWAY	0	$0	2	$100
FENCE	1	$50	3	$150
ROOFING	5	$125	12	$300
DEMOLITION	0	$0	2	$100
GRADING	0	$0	3	$1,101
COMMERCIAL ELECTRICAL	2	$80	5	$250
RESIDENTIAL ELECTRICAL	10	$462	121	$782
MECHANICAL	1	$80	3	$920
GAS TEST	5	$180	9	$324
PLUMBING	5	$182	10	$388
SIGN	0	$0	6	$325
CONTRACTOR LICENSE	6	$750	14	$1,750
Totals:	**61**	**$9,913**	**232**	**$18,174**

DEVELOPMENT SERVICES DEPARTMENT
MONTHLY ACTIVITIES REPORT
NOVEMBER 2021

CEMETERY PLOT SALES

Cemetery	Plots Sold October 2021	Plot Fees October 2021	Plots Sold / Fiscal Year	Plot Fees / Fiscal Year
Memorial Addition	0	$0	0	$0
Middle Addition	0	$0	0	$0
Totals	**0**	**$0**	**0**	**$0**

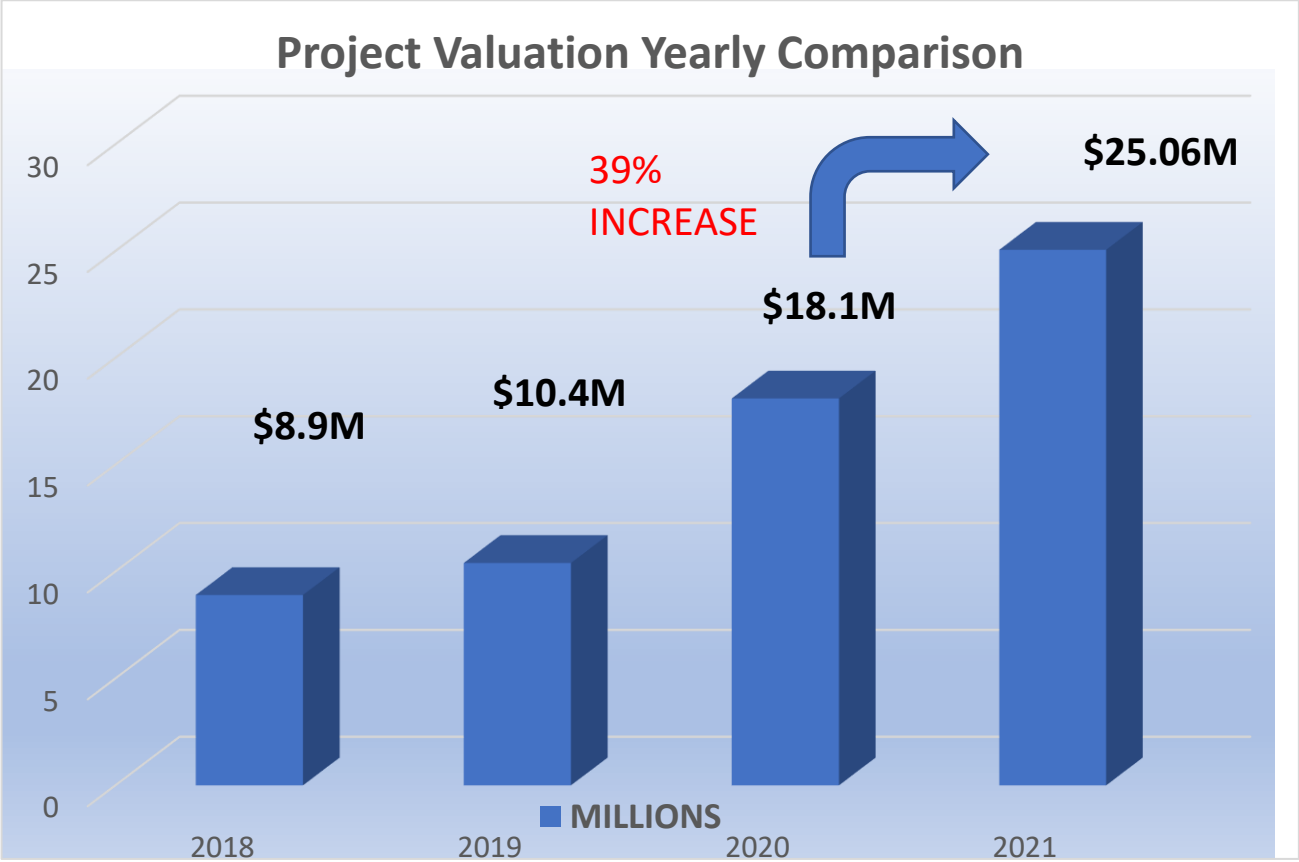


PERMITTING PROJECTS / NEW BUSINESS OCCUPANCIES

RESIDENTIAL CONSTRUCTION IN PROGRESS

Address	Square Feet	Estimated Value
2704 Venture View	2534	$274,000
213 Richland Dr.	3860	$326,400
904 Head St.	1946	$141,070
1103 S Jackson St.	1891	$120,000
942 N. Esplanade St.	2704	$300,000
Total		**$1,357,470**

DEVELOPMENT SERVICES DEPARTMENT
MONTHLY ACTIVITIES REPORT
NOVEMBER 2021



CERTIFICATES OF OCCUPANCY ISSUED

Name	Address	Description
Abundant Life Wellness	2044 Crockett Rd.	Business Office
Twisted Boutique	101 W. Main St.	Boutique
Clear Choice Hospice	514 N. Sycamore St.	Hospice Business Office

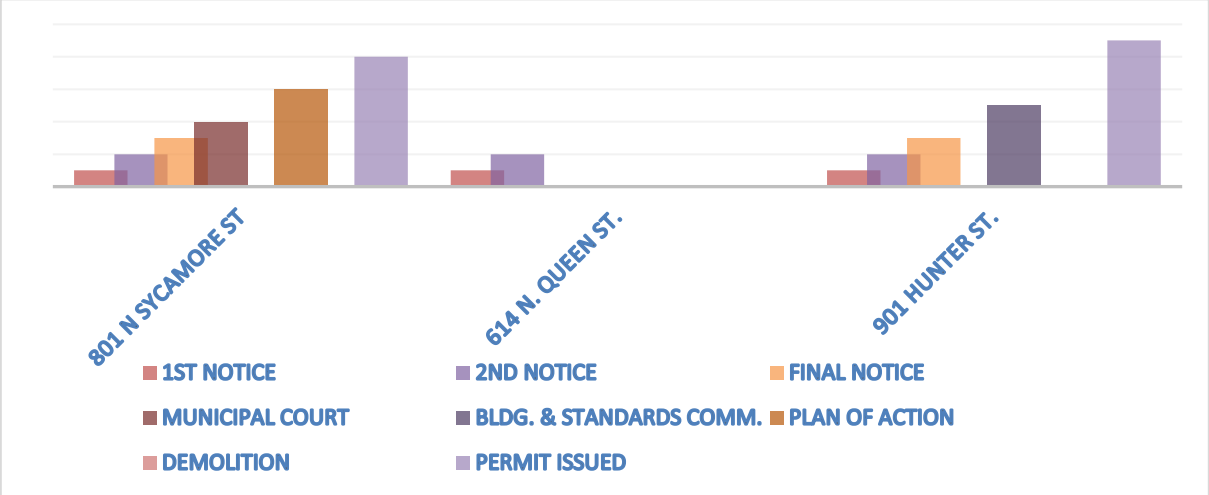
COMMERCIAL CONSTRUCTION UNDER REVIEW

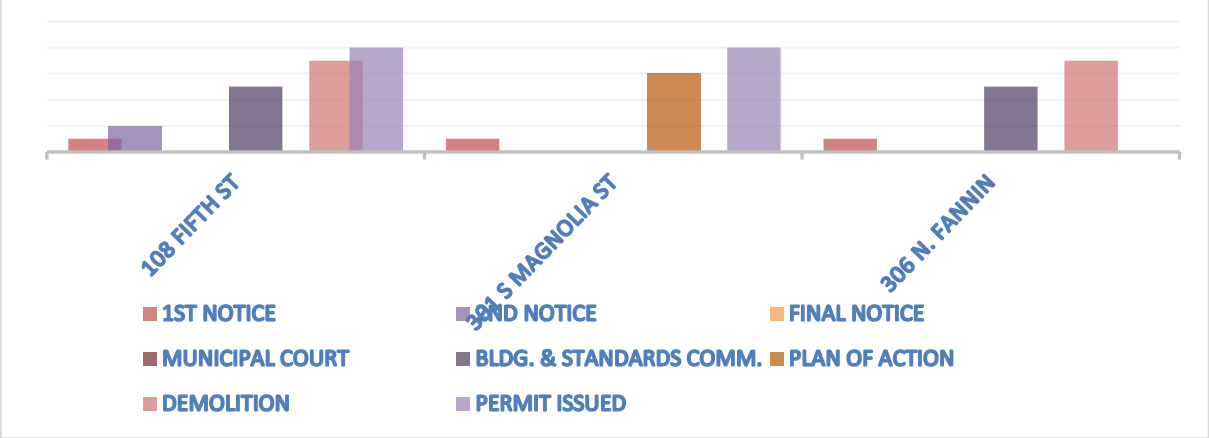
Name	Address	Description
Palestine Retail Center	2807 W. Oak St.	Retail Leasing Center
Jalapeno Tree Restaurant	2300 S. Loop 256	Restaurant
L & P Paint and Body	1203 W. Oak St.	Auto Body Shop Building
Five Minute Oil Change	2220 S. Loop 256	Automotive Oil Change Service

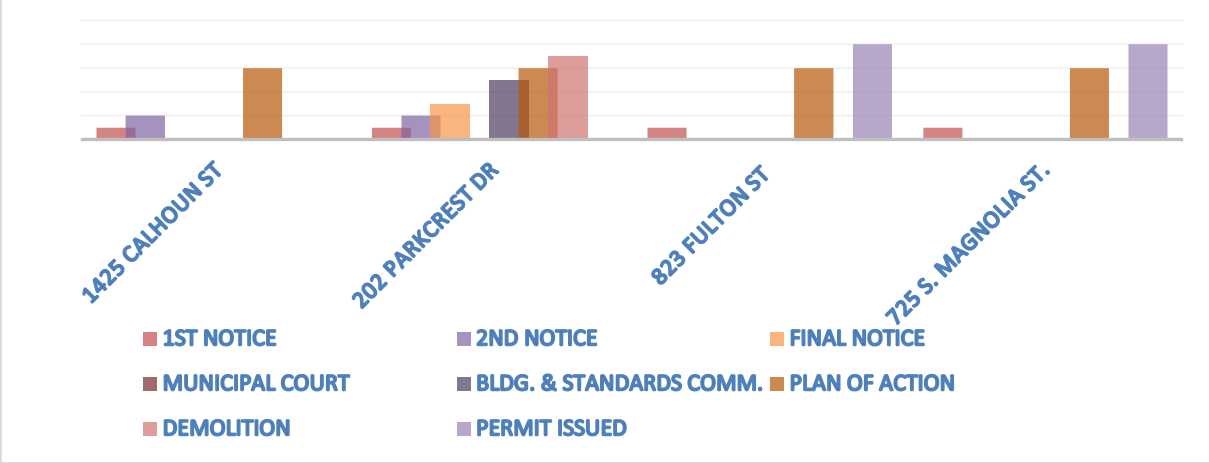
COMMERCIAL CONSTRUCTION IN PROGRESS

Name	Address	Description	Valuation
Palestine High School Athletic	1600 S. Loop 256	Complex	$11,000,000
Cartmell Lakes Senior Living	100 Cartmell Dr.	Senior Independent Living Facility	$5,975,000
Cartmell Lakes Apartment Bldg.	200 Cartmell Dr.	Senior Living Apartments	$2,205,240
Cefco Travel Center	4400 W. Oak St.	Travel Center and Restaurant	$500,000
Panda Express	2230 S. Loop 256	Restaurant	$650,000
Overlook Apartments	100 Overlook Way	Apartment Complex	$18,000,000
Tidal Wave Auto Spa	2226 S. Loop 256	Carwash	$800,000
Scrub Tub Laundromat	1110 N. Cedar St.	Laundromat	$220,000
Mama's Seafood	2501 W. Oak St.	Restaurant	$130,000
Tahwahkaro Distilling Co.	100 N. Church	Distillery	$130,000
Cotton Patch Restaurant	2036 Crockett Rd.	Restaurant	$1,300,000
Walmart Distribution Guardhouse	201 Old Elkhart Rd.	New Out-Building	$1,021,000
Palestine Grace Church	2130 Country Club Rd.	Fellowship Building	$170,000
TOTAL:			**$42,101,240**

SUBSTANDARD STRUCTURE CASES







HEALTH INSPECTIONS NOVEMBER 2021

Establishment	Address	Score	Violations
New Beginnings Mobile	Various Locations	0	No findings permit not issued until commissary form can be signed in front of a notary to begin operations in the city
Amazing Cravings	1101 W Palestine Ave	0	No findings final inspection to begin operations here in the city
Panda Express	2230 S Loop 256	0	No findings final inspection to begin operations here in the city
Juan's Mexican Tacos (Mobile)	Various Locations	0	No findings final inspection to begin operations here in the city

Health Department November 2021 Report

Routine Restaurant Inspections: 5
Festival Inspections: 8
Planning /Opening Walkthroughs/Emails/Phone calls: 9
Swimming Pool Inspections: 0
Swimming Pool Re-inspections: 0
Meetings Attended: 4
Permits Issued: 3 Amount: $ 350.00
Complaints Received: 6 Complaint Visits/Phone Calls/Emails: 10
Restaurant Re-Inspection: 0
Mosquito Miles Sprayed: 0
Mobile Food Units Inspected: 2
Mobile Food Units Denied 0 (Reasons for Denial): None
Proposed Mobile Food Units: 1 in process. 1 pending inspection request by operator to being operations in the city.
Certified letters for Facebook food vendors: 0 Contacted: 0
Filed on Facebook food vendors: 0

Agenda Date:	December 13, 2021
To:	City Council
From:	Courtney Acklin, Court Administrator
Agenda Item:	Municipal Court Report for November 2021
Date Submitted:	12/03/2021

SUMMARY:

The monthly detail report is attached which provide types of citations, the dispositions and the fines assessed. Brief highlights for the month are listed below.

- As shown by the activity graphs attached, November's case volume (charges filed) and revenue increased compared to the previous month.
- 97 warrants were issued.
- 53 warrants were cleared.
- 2 bench trials were held.

Attachments

Municipal Court Report for November 2021

City of Palestine

Official Municipal Court Monthly Report

Month of November 2021

		Traffic Misdemeanors		Non-Traffic Misdemeanors		Total
		Non-Parking	Parking	State Law	Ordinance	
1	**New Cases Filed During Month**	262	0	53	37	352
	Caseload Reporting - Primary Activity of the Court					
2	**Dispositions Prior to Trial:**					
A	Bonds Forfeited	0	0	0	0	0
B	Fined	69	0	9	7	85
C	Cases Dismissed	2	0	2	3	7
	Total Dispositions Prior to Trial	71	0	11	10	92
3	**Dispositions at Trial:**					
A	Plea of Guilty or Nolo Contendere	72	0	12	4	88
B1	Guilty by Judge	1	0	0	0	1
B2	Not Guilty by Judge	0	0	0	0	0
C1	Guilty by Jury	0	0	0	0	0
C2	Not Guilty by Jury	0	0	0	0	0
D	Dismissed at Trial	0	0	0	5	5
	Total Dispositions at Trial	73	0	12	9	94
4	**Cases Dismissed:**					
A	After Driver Safety Course	18	0	0	0	18
B	After Deferred Disposition	6	0	2	0	8
C	After Proof of Financial Responsibility	2	0	0	0	2
D	Compliance Dismissal	31	0	2	0	33
	Total Categorized Dismissals	57	0	4	0	61
5	**Community Service Ordered:**	0	0	16	0	16
6	**Cases Appealed**	0	0	1	0	1
	Totals 2,3,4,5	201	0	43	19	263

Warrant Activity

7	**Total Warrants Issued**	97	**Value of Warrants Issued**	$31,476.30
8	**Total Warrants Cleared**	53	**Value of Warrants Cleared**	$14,965.00

Juvenile Activity and Other Magistrate Functions

9	**Juvenile Activity**		10. DL Suspension Hearings	0
A	ABC Code Offenses (Non-Driving)	1	11. Property Hearings	4
B	DUI Alcohol	0	12. Search Warrants Issued	0
C	Health and Safety Code (Tobacco)	1	13. Total Magistrate Warnings Given	0
D	Transportation Code	3	A. Class C Misdemeanors Only	0
E	Non-Traffic Offenses	2	B. Felonies/A and B Misdemeanors	0
F	Waive Jurisdiction on Non-Traffic	0		
G	Drug Paraphernalia	0	**Total Court Fines and Fees**	**$48,254.01**

The Total Court Fine and Fees amount includes both City Revenue and State Revenue.

Agenda Date:	December 13, 2021
To:	City Council
From:	Ana Sanchez, Interim Library Director
Agenda Item:	November 2021 Library Monthly Report
Date Submitted:	12/08/2021

SUMMARY:

Review Library Director's report including Statistics and Charts Usage report for November 2021

Attachments

NOVST2021

NOVCH2021

Library Usage Statistics

	2020			2021									
Operating Statistics	**NOV**	**DEC**	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**
Items circulated-Physical Materials (includes check out, check in, renewals, in-house)	6,724	6,606	6,717	5,398	7,082	6,285	4,604	6,648	6,502	5,568	4,813	4,906	4,745
Print							3,704	5,603	5,479	4,531	3,925	4,102	3,977
Audio							314	234	296	326	285	246	224
Video							586	811	727	711	603	558	544
Downloadable audio/ebook usage	375	438	351	343	382	451	432	405	385	442	503	495	470
Total Circulation Transactions	**7,099**	**7,044**	**7,068**	**5,741**	**7,464**	**6,736**	**5,036**	**7,053**	**6,887**	**6,010**	**5,316**	**5,401**	**5,215**
Downloadable checkouts as % of total checkouts	5.28%	6.22%	4.97%	5.97%	5.12%	6.70%	8.58%	5.74%	5.59%	7.35%	9.46%	9.16%	9.01%
In-House Use	150	240	149	264	243	253	334	350	378	227	202	166	189
Holds placed on items	48	82	54	36	61	65	63	55	71	51	60	76	36
Fines paid	$ 424.84	$ 516.38	$ 739.45	$ 362.00	$ 660.36	$ 380.69	$ 609.58	$ 765.37	$ 847.32	$ 749.08	$ 615.02	$ 606.74	$321.59
Overdue notices sent	443	292	156	114	61	120	138	83	188	266	266	127	95
Items added	23	270	244	103	255	347	122	175	197	206	154	484	165
Items deleted	3	616	329	444	368	106	5	20	22	273	985	145	286
New library cards issued	52	81	61	70	89	58	83	120	97	105	69	64	47
Reference questions answered	1,714	1,772	1,984	1,418	2,201	1,853	1,638	1,384	1,321	1,172	1,029	1,104	797
Interlibrary Loan Borrow/Loan		78	13	16	18	28	12	25	15	21	34	43	38
Library visits	1,917	1,932	2,010	1,451	2,442	1,943	2,162	2,653	2,681	2,320	2,144	2,039	2,066
Youth programs attendance	160	130	180	120	160	100	35	865	152	140	110	0	211
Adult programs attendance	10	150	20	4	3	25	27	199	53	39	32	4	131
Driving Tests.org	2	8	17	8	6	6	5	8	6	6	3	3	5
Computer usage	472	507	544	381	664	537	555	767	656	671	590	540	484
Wireless usage	19,522	4,808	10,835	12,325	33,077	29,067	26,816	23,827	24,849	25,179	25,717	32,434	32,555

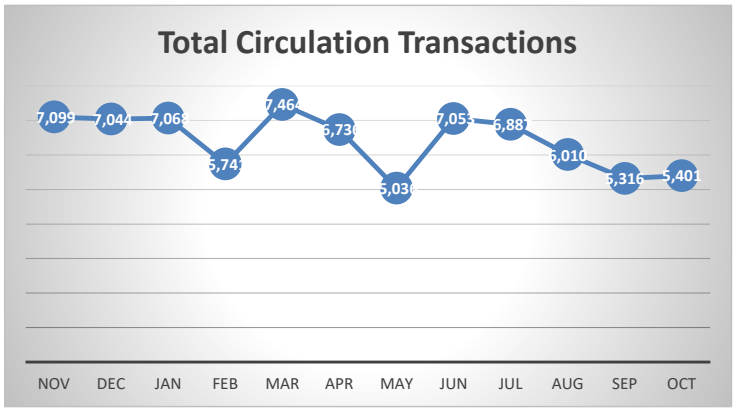
Meeting Room	
Staff Meetings-Training	12
Meeting Room Use	7
Technology Center -Virtual Meetings	3

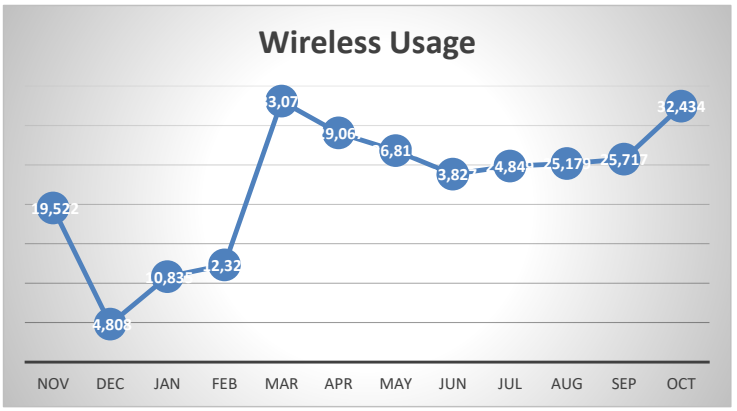
3/1/2021-All youth programming since since September 2020 has been passive
Passive=Grab and go craft kits; coloring and activity pages

Adult programming has been passive since September 2020
Legal Clinic has been virtual

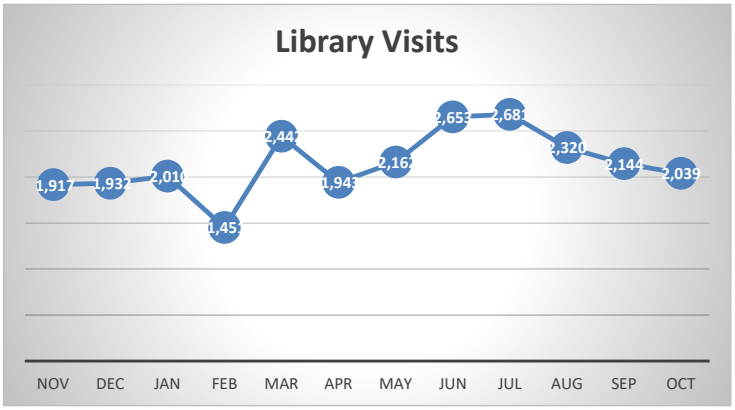
06/01/2021
Tai Chi resumed activity at alternate location-First Christian Church

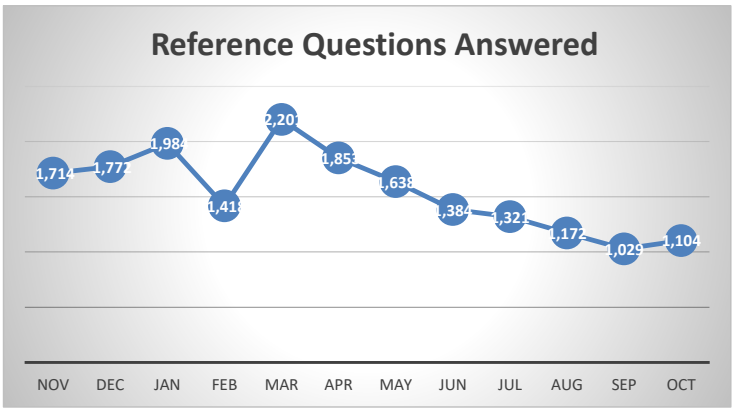
2021 STATISTICS

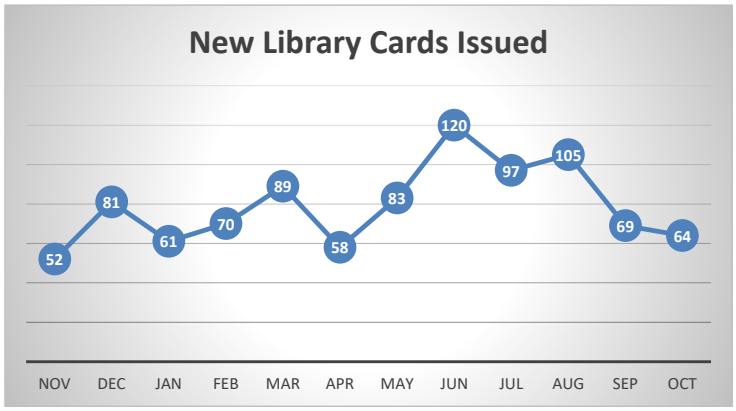


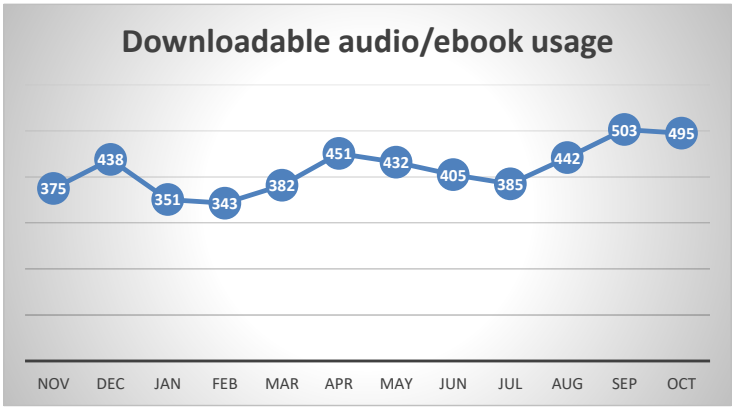


December 2020-Wifi-Upgrade-Errors in the software-resolved 01-05-2021









Agenda Date:	December 13, 2021
To:	City Council
From:	Lisa Phillips, Public Works Admin
Agenda Item:	Public Works November 2021 Project Updates and Monthly Reports
Date Submitted:	12/08/2021

SUMMARY:

Public Works November 2021 Project Updates and Monthly Reports are attached.

Attachments

Public Works November Reports

Public Works November Project Updates

PUBLIC WORKS STREETS MONTHLY REPORT – NOVEMBER 2021

STREETS - POTHOLES REPAIRED

WEEK OF:	STREETS	POTHOLES REPAIRED
Nov 1-6	Jolly St. 50	50
Nov 7-13	Gay St. 23	23
Nov 14-20	Debard St. 68 - Cottage St. 32 - S. Sylvan St. 3 - Jolly St. 30, Easy St. 15 - Threll St. 7 - Calhoun St. 23 - Garland St. 15 - E. Lacy St. 30, Redwood St. 25 - Cypress St. 10	258
Nov 21-27	Ferguson Rd. 10, Swanson St. 40	50
Nov 28-30	W. Reagan St. 72 - W. Point Tap Rd. 36 - Gilbert St. 44 - Parkcrest St. 3 - Woodside Dr. 1 - Ridgewood St. 1 - Laurel St. 1 Mimosa St. 1 - Linden St. 4, Swanson St. 1 - Glenwood St. 75 - Brierwood St. 2 - N. John St. 33	274
	TOTAL	655

UTILITIES MONTHLY REPORT
November 2021

Water Distribution	
Call Outs Hrs:	69hrs
Taps Made:	2
Taps Repaired:	1
Feet of Lines Placed:	
Water Leaks Repaired:	12
Fire Hydrants Flushed / Gal:	43,900gal
Fire Hydrants Repaired / Installed:	2
Valve box located:	2
Valve box installed:	
Gate Valve replaced / Installed:	
Meters	
Meter Valves replaced / Installed:	8
Meter box Replaced / Installed:	7
On Call Meters turned off:	2
On Call Meters turned on:	2
Meters Located:	
Meters Installed:	
¾''	57
1''	11
1 ½''	2
2''	3
Bigger than 2''	
Wastewater Collection	
Sewer Basin's Cleaned:	
Sewer Mains Repaired:	
Manhole Installed:	
Manholes Changed/Repaired:	1
Sewer Stoppage City:	2
Sewer Stoppage Private:	8
New Sewer Tap Installed:	2
Sewer Services Repaired:	2
Sewer pipe installed (ft):	
Line Locates:	16,300ft water and sewer lines located
Haul Dirt / Concrete Rip Rap:	100 yards
ROW Mowed / Cleared:	5
On Call Trees:	
Vegetation Management:	5

PUBLIC WORKS AIRPORT MONTHLY REPORT – NOVEMBER 2021

Airport Manager – Mark Fletcher

190 Total flights

80 Single Engine Piston Aircrafts

6 Multi Engine Piston Aircrafts

44 Turbine Prop Aircrafts

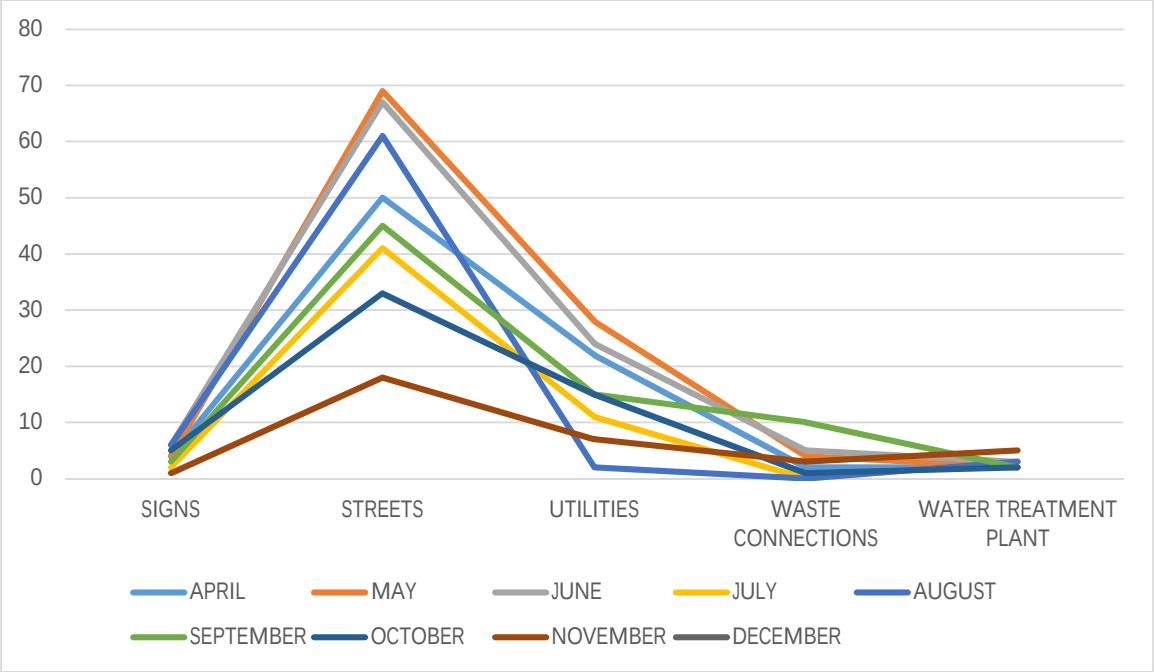
22 Jet Aircrafts

38 Helicopters

Avgas 5,330 (1,263 Total gallons sold/dispensed) Meter read 12/2/2021 at 9:23 a.m.
Jet-A Meter 888,261.8 (5,779.2 total gallons sold/dispensed). Meter read 12/2/2021 at 9:23 a.m.

PUBLIC WORKS REPAIR AND MAINTENANCE REQUESTS – NOVEMBER 2021

DEPARTMENT	NUMBER OF REPORTS
• SIGNS	1
• STREETS	18
• UTILITIES	7
• WATER TREATMENT PLANT	5



PUBLIC WORKS
PROJECT UPDATES
November 2021

Utilities

- 24-inch creek crossing sewer replacement project parts have been received. This project will begin around January 2022.
- Link Street Waterline replacement project has started. Completion date will be better forecasted once remainder of parts are received.
- Palestine Railroad Park Right-of-Way clearing has started with approximately 90% completion currently.
- Palestine Railroad Park waterline will begin as soon as parts are received.

Streets

- 700 feet of drainage ditches cleared and maintained.
- 91 cubic yards of base material and 143.75 yards of asphalt were used for street repairs
- 9 days of brush burning/tree removal from City streets.
- 12 utility cuts were completed.
- 655 Potholes were repaired.
- Compost Facility processed 383 loads of compost.
- 18 days mowing and sweeping throughout City.
- YMCA Creek clearing is 70% complete.
- Ferguson Street resurfacing has been completed on December 8, 2021.
- Church Street resurfacing will begin on December 9, 2021 weather permitting.
- Ross Street resurfacing will begin December 13, 2021 weather permitting.

Agenda Date:	December 13, 2021
To:	City Council
From:	Mark Harcrow, Chief of Police
Agenda Item:	Police Department Monthly Reports
Date Submitted:	12/08/2021

SUMMARY:

PPD Monthly Reports, Including overall stats, PLACE Team and CID.

RECOMMENDED ACTION:

Report only.

CITY MANAGER APPROVAL:

Attachments

CID Report NOV 2021
PPD November 2021 Stats
PLACE Report Nov 21

Criminal Investigations Division Activity Report

November 2021

Date Reported: 11-1-2021-11-30-2021

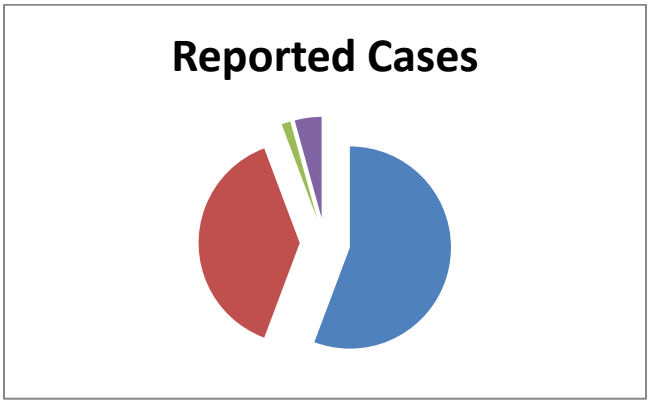
Reported cases: 66

Property: 39

Persons: 27

Drug: 1

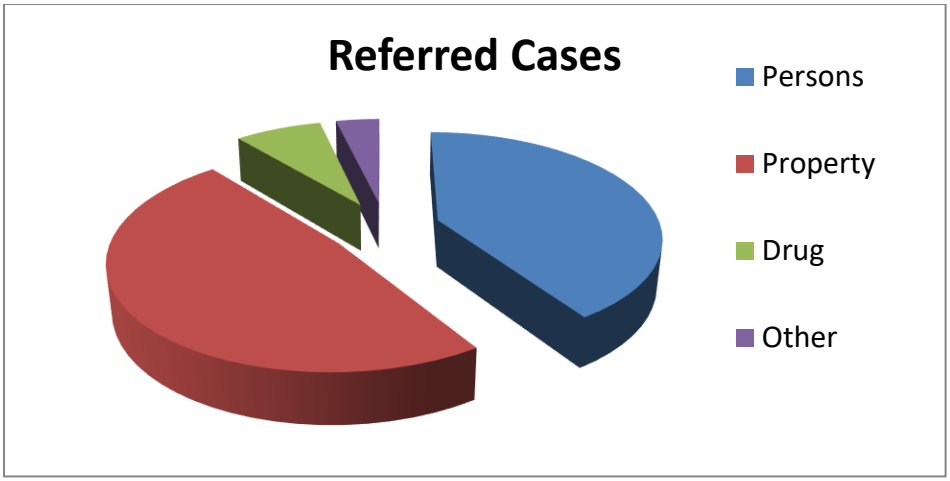
Other: 3



Cases Referred for Prosecution

	Misdemeanor	Felony
Persons:	6	5
Property:	10	3
Drug:	1	1
Other:	0	1

Total Cases to District Attorney's Office: 27



Palestine Police Department
Monthly Activity Report

Date Reported: **11/01/2021 - 11/30/2021**

Palestine Police Department
504 N Queen St
Palestine, TX 75801
(903) 729-2254

	MONTH			YEAR TO DATE		
Reported Offenses	November 2021	November 2020	% Diff	November 2021	November 2020	% Diff
	157	154	2%	1842	1592	15%
Arrests	November 2021	November 2020	% Diff	November 2021	November 2020	% Diff
	37	47	21%	520	496	5%
Calls for Service	November 2021	November 2020	% Diff	November 2021	November 2020	% Diff
	1951	1434	36%	18,395	20,440	10%
Traffic	November 2021	November 2020	% Diff	November 2021	November 2020	% Diff
Crash Reports	41	37	11%	400	332	20%
Citations	410	226	81%	3762	2061	82%
Warnings	296	136	117%	2611	1404	86%

Palestine Police Department
P.L.A.C.E. Team Activity Report
504 North Queen Street
Palestine, Texas 75801

November 2021

Code Violations

Maintenance of Property	6
Trash / Rubbish	3
Tall Weeds and Grass	2
Vehicles / Trailers	8
Animal Control	6
Illegal Dump Sites	5
Estimated Total Weight	430

Violation Status

Compliant upon Contact	67
Non-Compliance	
Citations	
Municipal Court	4

Known Expenditures

Properties Cleaned	0
Property Liens	0
Community Service Persons	8
Total Accumulated Hours	64

Animal Control

Total Calls for Month	175
Bites / Quarantine	3
Emergency Calls – OT	4
Citations	18
Warnings	9

Litter Abatement

Total # Dump Sites	27
Estimated Total Weight	7700

Agenda Date:	December 13, 2021
To:	City Council
From:	Patsy Smith, Parks and Recreation Director
Agenda Item:	November Monthly Report
Date Submitted:	12/08/2021

SUMMARY:

Parks Monthly Report for November

Attachments

Nov Monthly 2021

2City of Palestine
Parks and Recreation Department
October 2021

Overview

The Parks and Recreation Department incorporates the following divisions.

Parks
Cemeteries
Lakes

The department includes 6 full time employees and 2 part-time, 5 Seasonal (Summer Months Only). The division oversees 38 individual locations totaling 400 acres that is mowed and weedeated. We also clean 12 park restrooms (This includes toilets and sinks in all locations) daily M-F and handle all trash detail in the parks, cemeteries and Lakes including downtown.

Administration

- Prepare Timesheets for payroll x 2
- Sign and turn in invoices as needed throughout month
- Took 3 days off during Thanksgiving Holidays
- Met with Heather Chancellor at Chamber regarding Dogwood Festival and usage of fencing from City
- Asst. Director picked up 8 metal poles with brackets for Reagan Park to affix solar lights to throughout park
- Placed order to obtain 12 more solar lights for Athletic Complex to help light area up due to more vandalism in complex
- Met with PD Officer Link regarding catching unknow person breaking into building at upper concession. Person took off running towards trailer park, found broken lock to PYSO storage building and Link found all cameras damaged lower concession
- Met with lock smith at Complex to have locks fixed or to order new locks on all bathroom doors due to damage found out would have to order new ones unable to fix
- Went to Larry Street Park to women's restroom due to damage to sink
- Went to Athletic Complex due to damage to back camera to building, double doors being damaged and door to free standing building being damaged

- Met with John Price at Railroad Museum regarding vandalism of caboose door locks and personal belongings being found inside caboose
- Attended zoom meeting with PYSO
- Met with Chris Abernethy in reference to new trees being planted at Green's Park on November 28th by youth group
- Made 4 police reports with PD due to vandalism at Farmer's Market Restrooms, Caboose Farmer's Market, Athletic Complex and Larry Street
- Sent email to Chief of Police, Captain and Lt of Patrol to request extra patrol of areas being vandalized
- Worked on reprogramming timers for trees at Reagan Park and Spring Street and Rotary Park
- Took photos of 18 dead trees located at Green's Park, Reagan Park and Easthill Cemetery
- Called OnCor about wires sticking together causing electricity to get knocked out at Drexel and Ludolph due to tree limb hitting lines
- Attended Council meeting 11-8-21
- Created 4 new tests for employee for his PIP plan
- Did 6 month evaluation on employee in Facility Maintenance
- Assisted with putting out large Christmas tree frame at Rotary Park
- Help to assist Parks guys with putting up greenery for large Christmas Tree
- Took 8 pavilion requests
- Made police report due to paper towel dispensers getting vandalized at Larry Street Park
- Attended Senior Staff Meeting 11-2-21
- Attended Parks Board meeting that was canceled due to no quorum
- Spoke to Oliver Mosley about missing plaque at Willie Myers Park and getting it replaced
- Spoke to Mayor in regards to setting up meeting with Westwood Superintendent about possible park in Westwood area
- Helped Parks guys to load Old Man Winter onto trailer
- Spoke to Carolyn Pinlin regarding her spreading her fathers ashes at Wolf Creek lake
- Spoke to Holly Black at Ag Extension Office about use of Pavilion 1 for Car Seat Event Dec. 1
- Helped Andrew in Finance move several boxes of paperwork into warehouse
- Took cones and placed in parking lot of Knights of Columbus for Veteran's Breakfast
- Helped Parks guys to put tables cloths on tables inside at Knights of Columbus for Veteran's Breakfast
- Took 60 tables cloths to Knights of Columbus for Veteran's Breakfast and found that they were not needed so took back to Visitor Center

- Put up Christmas Decoration in Parks office and put up tree in office
- Helped Parks guys to load and setup Old Man Winter at Visitor Center

Goals: To place ADA equipment in all major parks.

Parks

- **Put fall surface Larry Street Park** (LONG TERM GOAL)
- **PUT IN FALL SURFACE REAGAN PARK (Need to order new budget year)**
- **ORDER NEW BARRIERS AROUND PLAYGROUND EQUIPMENT CALHOUN (LONG TERM)**
- **PLACE NEW FALL SURFACE, CALHOUN, AND WILLIE MYERS**

Lakes

- Begin to setup Community Service hours for cleanup at lakes to make for beautifications
- Continue to cleanup under brush
- Mow and weedeat all areas of dams
- Begin working on clearing trees from back of dams Need Lower, Wolf Creek and Blue Lake
- Work on repairing leaks in 3 of the 4 dams (LONG TERM GOAL)
- Work on washouts on all 4 dams (LONG TERM GOAL)
- Work on clearing out fishing areas for Blue Lake so that we can stock with trout each year

Cemeteries

- Get volunteer group together and begin cleaning headstones (Still in process of working details out)
- Clean creek area for beautification (Looking to get volunteers on this)
- Make signs for sections of cemeteries to make it easier for families to find loved ones: **(LONG TERM GOAL).**
- **Obtained bids to have 4 walls repaired in Old Cemetery** (Will get volunteers to help complete Will be completed in 2021
- Spray all cemeteries with a weed killer to allow grass to grow except weeds (SHORT TERM GOAL)

Parks, Cemeteries, Lakes

Future Projects:
Re place Disc Golf Course signage (Currently getting new Designs and working with local church)
Put up solar powered outdoor lights at Basketball court Greens Park (Will look at 2022)

Restripe lines on Basketball court Green's Park (SHORT TERM GOAL)
Tear out drive area at Willie Meyers Parks by pavilion and put up ballers around park area (WINTER 2022)
Fill in cracks on Tennis courts (IN PROGRESS)
Get engineer to create new playground area at Larry Street, walkway at Steven Bennett, and fix flooding issue Reagan Park (IN PROGRESS)

PARKS MONTHLY REPORT November 2021
LOCATIONS MOWED

Calhoun Park x 0	Greens Park x 1
Crestline x 0	Fitzhugh x 0
Gateways x 1	Fire Station 4 x 0
Farmers Market x 1	City Barn x 0
Wall of Honor x 1	Carnagie x 1
PD Impound Yard x 0	Larry Street x 0
Blue Lake x 1	Phillips Parks x 1
Lorraine x 0	Reagan Park x 1
Mitchell Campbell x 0	Spring Street x 1
Athletic Complex x 1	Visitor Center x 1
Steven Bennet x 0	TDCJ Monument x 1
Tiffany x 1	Statue Park x 1
Willie Myers x 1	Wolf Creek Lake x 1
City Hall/PD x 1	Blue Lake x 1
Public Works Building x 0	Lower Lake x 1
Veterans Park x 1	Upper Lake x 1
City Cemetery x 1	Easthill Cemetery x 1
Memorial Cemetery x 1	

PROJECTS COMPLETED

Cut up fallen trees all lakes	Cut dead trees Greens Park
Filled in sunken graves City Cemetery	Set out barricades for Veterans Parade
Picked up barricades for Veterans Parade	Put out barricades for video shoot downtown
Picked up barricades from video shoot downtown	Put out Old Man Winter Visitor Center
Put out Large Christmas Tree and Greenery Rotary Park	Put out Christmas Train Spring Street
Wrapped trees down Spring Street	Put up 10 light trees Reagan Park
Put up Lighted Deer Rotary Park	Parks guys moved a metal statue at Visitor Center for Artist and Mary
Parks guys put out large snowflakes City Hall	Two parks guys setup Christmas Tree inside City Hall
Parks guys picked up large pepper that was still downtown from Hot Pepper Festival and put back in storage	Parks guys picked up tables and chairs from chamber that were used during Hot Pepper Festival and got stored at Chamber
Parks guys went with Asst Director and picked up 8 15’ metal poles from welder	Parks guys cleaned warehouse and their City vehicles
Two parks guys cut dead tree Fitzhugh Park	Parks Guys picked up cones from KC Hall from Veteran’s Breakfast
Parks guys picked up limbs from Fire station 4	Parks guys reset barricade trailer after it was fixed

MAJOR ISSUES WHERE CONTRACTORS USED

None	

SAFETY ISSUES

Staff	0

Rentals and Special Events

Rentals:

Facility	Number of Rentals
Parks Pavilions	7
Pavilion Non-Payment/Cancelled	2
Athletic Fields (Mitchell Campbell/Calhoun)	1
Total Rentals Paid	8
Refunds Given	0
Total Revenue Collected	$390

Activities:

Special Events

Calls Coming into Office

2 Emails for pavilion rentals
6 Phone calls pavilion rentals
0 Return Calls from contractors on issues within City Parks/Facilities
19 Internal calls from other departments
1 Calls complaints sunken graves Cemetery
1 Calls Facility Maint. Calls
21 Calls Misc.
1 Complaint calls (Cemeteries, Parks)
11 Veteran's Breakfast Calls

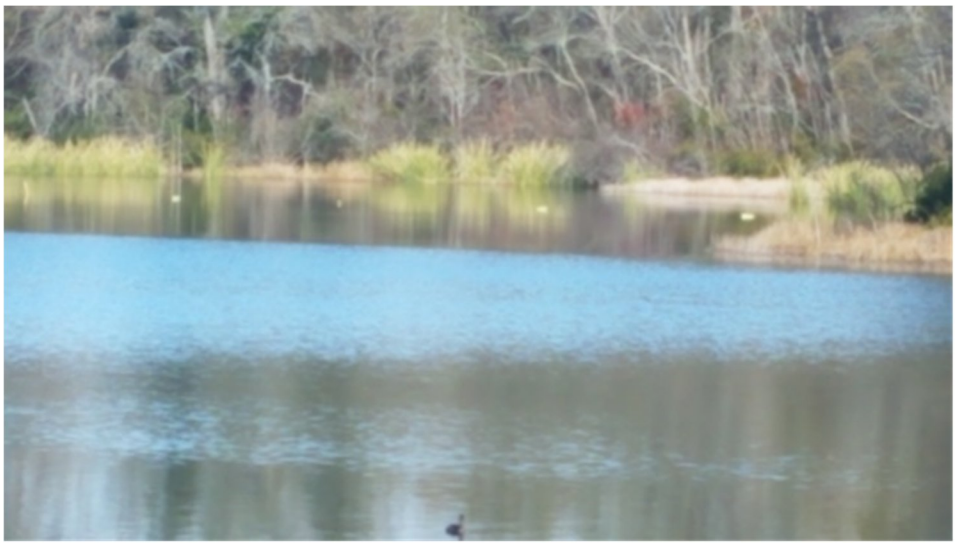
Total Calls: 62

Facility Maintenance Projects Completed November

Assisted with setting up metal frame for large Christmas Tree Rotary Park	Held Ladder for Director so she could unplug lights in old Hospice Tree Reagan Park
Put up 3 solar lights on flag poles, City Hall, Visitor Center and Reagan Park	Called Peace of Mind to make repair to plug on Spring Street
Delivered trash bags to City Hall Customer Service Area	Took down two paper towel dispensers at Larry Street Park due to vandalism
Changed light women's restroom City Hall	Checked status of gates for parks bathrooms
Emailed RFP for roof replacement on Fire Station 1 to City Secretary and City Manager for approval	Met with Neches plumbing to get before and after pictures of plumbing work being done Fire Station 2
Met with Flex Home Services on Awning getting fixed PD Station took before and after photos	Hung two new flags at Reagan Park since new solar light installed
Arranged to rent Skylift from Red Hat Rental	Installed two new paper towel dispensers City Hall front lobby at request of Customer Service
Installed two air freshners front lobby City Hall at request of Customer Service	Ordered air filters for all facilities
Changed air filters at all City Facilities	Delivered additional trash bags to Customer Service
Repaired electrical plug pavilion 2 brick Reagan Park due to vandalism	Picked up paint for City Hall offices
Painted City Secretary office by request	Did touch up paint in City Managers Office
Painted Council Chambers meeting room by request	Made contact with Peace of Mind to get meeting date for quote for complex for new alarm and video system
Made contact with Palestine Heat and Air to fix AC unit Library at Mall	Took porta john to Fire Station 2 while plumbing was being fixed
Assisted parks guys with hanging snowflakes on City Hall building	Attended in house training on Social Media Policy
Fixed Fire Station 3's garage door which was loose and not aligned correctly	Went to Drug Check for random drug screen
Fixed door in PD that was not closing properly	Had Neches plumbing to come fix toilet at Library in Mall

Met with Bonnie and Ben from Museum and they gathered documents from Reagan building	Met with April at Farmers Market and gave her set of keys for new metal gate at Farmers Market Bathrooms
Installed new vandal proof paper towel dispensers Farmer's Market Bathrooms	Took photos of new gates installed at upper bathrooms Reagan, Farmers, Mitchell Campbell
Met with City Manger and moved several filing cabinets from one office to another	Removed broken bricks from top of concession building at complex
Met with Detective Heavner so he could download video footage of damage at complex	Made contact with East Texas Locksmith on getting date set to have locks on security gates changed to one lock and key

Trot Line Lower Lake



Trot Line Lower Lake After Removal Over 50 Hooks



New Security Gates Farmer’s Market



Mitchell Campbell Bathrooms



Reagan Park Upper Bathrooms Security Gates



New Solar Light Flag Pole Visitor Center



Solar Light Flag Pole City Hall



Plumbing Work Fire Station 2



Work Fire Station 2 Plumbing



Damaged Electrical Plug Spring Street



Second View of Damage to Plug



Damage to Building Complex



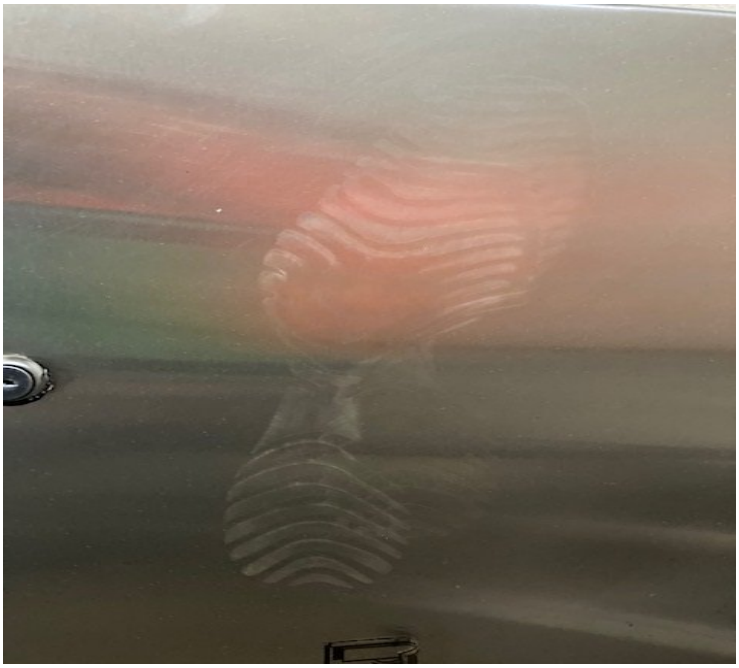
More Photo’s Damage to Complex



Damage to Camera’s Complex



Damage to Paper Towel Dispensers Larry Street Park



Damage to Towel Dispensers Larry Street



Larry Street Paper Towel Dispensers



Larry Street Restroom Sink Women’s Restroom (BENT)



Another Picture Sink Women’s Restroom Larry St.



Broken Plumbing Larry Street Women’s Sink



Dead Tree Green’s Park



2nd Dead Tree Green's Park



Another view Tree Green's Park



Christmas Going Up in Town



Christmas



Snowflakes City Hall



Snowflakes City Hall



Old Man Winter Visitor Center



Dead Pecan Tree Fitzhugh Street



Dead Pecan Tree Fitzhugh



Base of Pecan Tree what was left that Streets Took Down



Parks Guys Setting up for Veteran’s Breakfast



Parks Guys Veteran’s Breakfast



Parks Guys Veteran’s Breakfast



Large Trees Reagan park



Large Trees Reagan Park



Large Trees in Reagan Park going up



Agenda Date:	December 13, 2021
To:	City Council
From:	Shannon Davis, Fire Department Chief
Agenda Item:	Fire Chief
Date Submitted:	12/07/2021

SUMMARY:

Fire Department Monthly Report November 2021

Attachments

PALESTINE FD

11/01/2021 - 11/30/2021 (30 Days)

Breakdown by Incident Type per Zone

Incident Category	# Incidents	% of Total
Station 1		
100 - Fire, other	1	0.59%
112 - Fires in structure other than in a building	1	0.59%
131 - Passenger vehicle fire	1	0.59%
251 - Excessive heat, scorch burns with no ignition	3	1.78%
311 - Medical assist, assist EMS crew	16	9.52%
320 - Emergency medical service incident, other	2	1.19%
322 - Motor vehicle accident with injuries	4	2.38%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.59%
324 - Motor vehicle accident with no injuries	8	4.76%
444 - Power line down	2	1.19%
445 - Arcing, shorted electrical equipment	1	0.59%
463 - Vehicle accident, general cleanup	1	0.59%
500 - Service Call, other	1	0.59%
550 - Public service assistance, other	2	1.19%
553 - Public service	2	1.19%
561 - Unauthorized burning	2	1.19%
700 - False alarm or false call, other	2	1.19%
730 - System malfunction, other	1	0.59%
Total incidents within Station 1	51	30.35%

Incident Category	# Incidents	% of Total
Station 2		
100 - Fire, other	1	0.59%
311 - Medical assist, assist EMS crew	7	4.16%
320 - Emergency medical service incident, other	2	1.19%
322 - Motor vehicle accident with injuries	1	0.59%
324 - Motor vehicle accident with no injuries	2	1.19%
331 - Lock-in (if lock out, use 511)	1	0.59%
462 - Aircraft standby	1	0.59%
500 - Service Call, other	1	0.59%
561 - Unauthorized burning	1	0.59%
Total incidents within Station 2	17	10.11%
Station 3		
311 - Medical assist, assist EMS crew	4	2.38%
320 - Emergency medical service incident, other	3	1.78%
321 - EMS call, excluding vehicle accident with injury	1	0.59%
322 - Motor vehicle accident with injuries	1	0.59%
324 - Motor vehicle accident with no injuries	7	4.16%
412 - Gas leak (natural gas or LPG)	2	1.19%
462 - Aircraft standby	15	8.92%
550 - Public service assistance, other	2	1.19%
561 - Unauthorized burning	2	1.19%
622 - No incident found on arrival at dispatch address	1	0.59%
700 - False alarm or false call, other	1	0.59%
721 - Bomb scare - no bomb	1	0.59%
900 - Special type of incident, other	2	1.19%
Total incidents within Station 3	42	25%
No Zone Set		
111 - Building fire	2	1.19%
118 - Trash or rubbish fire, contained	1	0.59%
131 - Passenger vehicle fire	1	0.59%
311 - Medical assist, assist EMS crew	11	6.54%
322 - Motor vehicle accident with injuries	1	0.59%

Incident Category	# Incidents	% of Total
324 - Motor vehicle accident with no injuries	6	3.57%
353 - Removal of victim(s) from stalled elevator	1	0.59%
412 - Gas leak (natural gas or LPG)	1	0.59%
462 - Aircraft standby	9	5.35%
480 - Attempted burning, illegal action, other	3	1.78%
540 - Animal problem, other	1	0.59%
550 - Public service assistance, other	1	0.59%
551 - Assist police or other governmental agency	2	1.19%
561 - Unauthorized burning	2	1.19%
651 - Smoke scare, odor of smoke	1	0.59%
700 - False alarm or false call, other	12	7.14%
745 - Alarm system activation, no fire - unintentional	1	0.59%
746 - Carbon monoxide detector activation, no CO.	1	0.59%
900 - Special type of incident, other	1	0.59%
Total incidents without zone set	58	34.52%
Overall Total	**168**	**100%**

PALESTINE FD

11/01/2021 - 11/30/2021 (30 Days)

Breakdown by Incident Category

Incident Category	# Incidents	% of Total
Accident	57	33.92%
Medical	46	27.38%
Alarm	18	10.71%
Public Service	10	5.95%
Fire	8	4.76%
Unauthorized burning	7	4.16%
Bomb/Arson Threat	4	2.38%
Other	3	1.78%
Explosion	3	1.78%
Utility Problem	3	1.78%
HazMat	3	1.78%
Agency Assist	2	1.19%
Rescue	2	1.19%
Canceled	1	0.59%
Smoke Investigation	1	0.59%
Total	**168**	**100%**

Detailed Breakdown by Incident Type

Incident Type	# Incidents	% of Total
100 - Fire, other	2	1.19%
111 - Building fire	2	1.19%
112 - Fires in structure other than in a building	1	0.59%
118 - Trash or rubbish fire, contained	1	0.59%
131 - Passenger vehicle fire	2	1.19%
251 - Excessive heat, scorch burns with no ignition	3	1.78%
311 - Medical assist, assist EMS crew	38	22.61%
320 - Emergency medical service incident, other	7	4.16%
321 - EMS call, excluding vehicle accident with injury	1	0.59%

Incident Type	# Incidents	% of Total
322 - Motor vehicle accident with injuries	7	4.16%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.59%
324 - Motor vehicle accident with no injuries	23	13.69%
331 - Lock-in (if lock out, use 511)	1	0.59%
353 - Removal of victim(s) from stalled elevator	1	0.59%
412 - Gas leak (natural gas or LPG)	3	1.78%
444 - Power line down	2	1.19%
445 - Arcing, shorted electrical equipment	1	0.59%
462 - Aircraft standby	25	14.88%
463 - Vehicle accident, general cleanup	1	0.59%
480 - Attempted burning, illegal action, other	3	1.78%
500 - Service Call, other	2	1.19%
540 - Animal problem, other	1	0.59%
550 - Public service assistance, other	5	2.97%
551 - Assist police or other governmental agency	2	1.19%
553 - Public service	2	1.19%
561 - Unauthorized burning	7	4.16%
622 - No incident found on arrival at dispatch address	1	0.59%
651 - Smoke scare, odor of smoke	1	0.59%
700 - False alarm or false call, other	15	8.92%
721 - Bomb scare - no bomb	1	0.59%
730 - System malfunction, other	1	0.59%
745 - Alarm system activation, no fire - unintentional	1	0.59%
746 - Carbon monoxide detector activation, no CO.	1	0.59%
900 - Special type of incident, other	3	1.78%
Total	**168**	**100%**

Agenda Date:	December 13, 2021
To:	City Council
From:	April Jackson, Asst. City Secretary
Agenda Item:	Reappointment of Civil Service Commission Member
Date Submitted:	12/06/2021

SUMMARY:

Authorize City Manager to reappoint Civil Service Commission member Beckie Gilbert as Civil Service Commission member with term to expire June 14, 2024.

RECOMMENDED ACTION:

Authorize City Manager to reappoint Civil Service Commission member Beckie Gilbert as Civil Service Commission member with term to expire June 14, 2024.

CITY MANAGER APPROVAL:

Agenda Date:	December 13, 2021
To:	City Council
From:	Patsy Smith, Parks and Recreation Director
Agenda Item:	Pool Ordinance Amendment
Date Submitted:	12/08/2021

SUMMARY:

Discuss and amend current pool ordinance to require anyone who owns or operates a public or semi-public pool or spa to have a Registered Pool Operator at the location.

RECOMMENDED ACTION:

To approve the recommendation of requiring a Registered Pool Operator for Public or semi-Public pools or spas. Parks Board approved at their regular monthly meeting 12-7-21.

CITY MANAGER APPROVAL:

Attachments

Current Pool Ord

Amended Pool Ordinance

ORDINANCE NO. O-05-16

AN ORDINANCE OF THE CITY OF PALESTINE, TEXAS, ADOPTING THE CITY OF PALESTINE SWIMMING POOL AND SPA CODE, AND ESTABLISHING AN EFFECTIVE DATE OF APRIL 4, 2016.

WHEREAS, the United States Congress has found that adult supervision at all aquatic venues is a critical safety factor in preventing children from drowning, and that the installation and proper use of barriers or fencing, as well as additional layers of protection, could substantially reduce the number of childhood residential swimming pool drownings and near drownings; and

WHEREAS, the City Council has determined that adoption of regulations to improve the safety of pools and spas within the City would provide for and would be in the best interest to safeguard life, health, property, and public welfare.

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

I.

That Chapter 58, Health and Sanitation, of the Code of Ordinances of the City of Palestine be amended by adding Article VII, Pool and Spa Safety, to read as follows:

ARTICLE VII. POOL AND SPA SAFETY

Sec. 58-198. - Purpose

(a) This article shall be known as The City of Palestine Public Swimming Pool and Spa Code.

(b) The purpose of this article shall be to enforce the most stringent pool safety standards permitted by law by controlling and regulating the design, construction, operation, and maintenance of all public swimming pools and spas within the City; to provide for the issuance of operating permits, and to provide penalties and remedies so that health and safety hazards may be minimized.

Sec. 58-199. - Texas Standards for Public Swimming Pools and Spas Rules Adopted.

(a) The following state and federal laws for public swimming pools and spas are adopted by reference:

(1) The Virginia Graeme Baker Pool and Spa Safety Act (VGBA), 15 U.S.C. Section 8001 et seq.;

(2) Chapter 757 of the Texas Health and Safety Code; and

(3) Subchapters L and M of Chapter 265 of Title 25 of the Texas Administrative Code.

(b) The provisions of Section 265.208 of Title 25 of the Texas Administrative Code shall not apply to enforcement of this chapter.

Sec. 58-199 - Definitions.

The following words and terms when used in this chapter shall have the following meanings unless the context clearly indicates otherwise:

Abate means to remove or demolish and shall include filling an aquatic structure to the surface with earth, bank sand or other similar material approved by the health authority.

Approved drain cover means a suction outlet drain cover that meets the requirements of the VGBA.

Aquatic structure means a pool, spa, or PIWF.

Department means the Development Services Department.

Facility means a pool, spa or PIWF and the restrooms, dressing rooms, equipment rooms, deck, enclosure, and other appurtenances directly serving the pool, spa or PIWF.

Health authority means the Health Inspector of the Development Services Department who is responsible for the enforcement of the provisions of this article.

Inactive aquatic structure means an aquatic structure that is not functioning, operating, or in use, or that has been abandoned but not abated.

Operator means the owner of the property upon which an aquatic structure is located, or any business manager, complex manager, manager of a property owners association, rental agent, or other individual who is in charge of the day-to-day operation or maintenance of an aquatic structure or the property on which it is located.

Permit means an operating permit for a facility issued by the department pursuant to this chapter.

Person in charge means an individual who is actually present or available at a facility at a given moment and is in immediate charge of the day-to-day operation or maintenance of the facility.

Pool means any man-made permanently installed or non-portable structure, basin, chamber, or tank containing or designed to contain a body of water to be used for human swimming, diving, aquatic sports, or other aquatic activity, including any pool that is categorized as a Class A, Class B, Class C or Class D pool pursuant to Section 265.182(99) of Title 25 of the Texas Administrative Code, that is open to the public generally regardless of whether a fee is charged for use, and regardless of whether its use has been abandoned or discontinued. This term does not include a residential pool or spa or a pool that has been abated.

PIWF (public interactive water feature and fountain) means any indoor or outdoor water installation maintained for public recreational use that recirculates water including but not limited to water sprays, dancing water jets, waterfalls, dumping buckets, or shooting water cannons in various arrays. A water feature or fountain that does not recirculate water is not a PIWF.

Property owners association means an association of property owners as defined in Section 204.004 of the Texas Property Code.

Remodeled or *remodeling* means modification of the design, configuration, capacity, or components of an aquatic structure, including, but not limited to, reconfiguration of a pool or the

addition of new plumbing and filtration pipes to an aquatic structure; provided, however, that this term does not include minor alterations, such as removal of a pool lip, replacing a pump, or replastering the inside of such structure.

Spa means a constructed permanent or portable structure that contains or is designed to contain hot or cold water and (i) is two feet or more in depth, (ii) has a surface area of 250 square feet or less or a volume of 3,250 gallons or less, (iii) is intended to be used for bathing or other recreational uses by human beings, (iv) is not drained and refilled after each use, and (v) includes such elements as hydrojet circulation, mineral baths, air induction bubbles, or any combination thereof; regardless of whether its use has been abandoned or discontinued; provided, however, that this term does not include a residential pool or spa or a spa that has been abated.

VGBA means the Virginia Graeme Baker Pool and Spa Safety Act, 15 U.S.C. Section 8001 et seq.

Sec. 58-200. - Permit Required.

(a) No person shall operate an aquatic structure without a permit issued by the health authority. An application for a permit shall be made on forms provided by the health authority and shall be accompanied by payment of the plan review fee.

(b) A valid permit shall be posted in public view in a conspicuous place at the aquatic structure for which it is issued or on file in a secure area of the permitted facility's premises.

(c) Non-transference (change of ownership). Permits issued under the provisions of this article are not transferable. Upon change of ownership of a business, the new business owner will be required to meet current standards as defined in City ordinances and state law before a permit will be issued. The new owner shall notify the City within ten days after assuming ownership of the aquatic structure.

(d) Multiple permits. A separate permit shall be required for every aquatic structure, except that public aquatic structures on a single water filtration system require one permit.

(e) Inspections for permits. An inspection shall be required annually to qualify for a permit.

(f) A permit is valid for one year from the date of issuance.

Sec. 58-201. - Application and plan review for construction of public swimming pools and spas.

(a) No aquatic structure shall be constructed, remodeled, or altered except in accordance with plans and specifications approved by the health authority.

(b) An application and required plans must be submitted to the health authority before an aquatic structure is constructed or remodeled. The following must be submitted prior to obtaining a permit:

1) A completed application provided by the health authority.

2) Construction or remodeling plans, and specifications stating that the proposed construction or remodeling complies with these rules and shows the proposed layout, mechanical plans, construction materials of work areas, and the type and model of proposed fixed equipment and facilities;

3) The date on or after which proposed construction is to begin;

4) The phone number and address of the entity primarily responsible for constructing the pool, spa or interactive water feature and the phone number and address of the entity primarily responsible for operating the pool, spa or interactive water feature;

5) Any additional information necessary to verify compliance.

(c) Upon review of the construction plans, an Engineer or Architect's Seal may be required by the authority if the complexity of the plans requires such review.

Sec. 58-203. - Operation of a pool, spa or interactive water feature.

(a) It shall be the responsibility of an operator to ensure that an aquatic structure is in full compliance with the applicable provisions of this chapter and the terms and conditions of any permit issued under this chapter.

(b) Each operator of a facility shall ensure that a person in charge is available during all hours of operation. The responsibilities of the operator under this subsection shall also apply to any other person having possession or control of the operation of the facility.

(c) The terms of this section shall not be construed to alter the terms of any lease or other agreement between landlord and tenant relating to property that is subject to this chapter; provided, however, that no lease or other agreement between landlord and tenant relating to property that is subject to this chapter shall be construed to excuse compliance by any person with this chapter or any applicable state or federal law, rule or regulation regarding pool safety.

(d) An aquatic structure may not be constructed so as to discharge its wastes into a sanitary sewer or other public drainage system unless such discharge is approved in writing by the health authority and the utility official.

(e) All portions of the water distribution system of an aquatic structure shall be protected against backflow from the water into the city's water supply system. The fill line used to introduce water to the aquatic structure shall have a backflow device on the discharge side of the last gate valve or a six-inch air gap at the end of the fill line. The fill line shall not be connected directly to any of the piping or equipment of the circulation system. A fill line from the water supply to prime the pump shall not be allowed.

(f) The operator of a facility shall maintain on site a water quality testing device or kit capable of accurately testing for and measuring pH and disinfectant levels within certain chemical ranges in accordance with section 58-199 of this Code. Operational records of testing results and maintenance activities, including documentation of approved drain covers, shall be retained on site at a facility for not less than two years. However, to the extent that state or federal law requires a more lengthy record retention period, the records shall be retained for the entirety of the state or federally-mandated period.

(g) A pool or spa shall be equipped with approved drain covers.

Sec. 58-204. - Compliance, inspections and investigations.

(a) The health authority shall inspect each facility within the city at least once every 12 months and shall make as many additional inspections as are necessary for the enforcement of this chapter, taking into consideration all public health risks posed by the facility, consumer complaints, reports of illness outbreaks, or the facility's past compliance history. Upon request,

the operator shall provide the health authority with all records pertaining to the servicing, maintenance, and operation of the facility.

(b) The health authority may inspect all aquatic structures to protect the public health and to ensure compliance with the provisions of this chapter; provided that in any case in which permission to inspect is denied, the health authority shall obtain an administrative search warrant.

(c) The findings related to a facility inspection shall be recorded on an inspection report form, a copy of which report shall be provided for the person in charge of the facility. A copy of the inspection report shall be kept at the facility and may not be removed by any person except the health authority. The health authority shall maintain a copy of the inspection report in the departmental records.

(d) The inspection report form shall specify a time by which each violation must be corrected. The operator may be subject to criminal or civil penalties for a violation.

(e) Upon request of the operator of a facility, the health authority may allow an extension of the time in which to correct a violation. In determining whether to allow an extension and the length of the extension, the health authority shall consider the degree of risk, if any, posed by the violation and the time reasonably required to correct it. No extension shall be granted if the health authority determines that a significant risk is posed to the public.

(f) A facility that is required to cease operations under the provisions of this section shall not resume operations until a reinspection by the health authority determines that the conditions responsible for the requirement to cease operations no longer exist.

(g) The health authority shall conduct all reinspections required under this section within a reasonable period of time. A permit shall not be renewed until all outstanding fees assessed under this chapter have been paid.

Sec. 58-205. - Enclosure of aquatic structures.

(a) The operator of a facility that is regulated by Chapter 757 of the Texas Health and Safety Code shall at all times maintain an enclosure that complies with those provisions of that chapter adopted by reference in section 58-199(b) of this Code, and the city may remedy violations of this subsection in accordance with the provisions of Section 214.101 of the Local Government Code, including the placement of a lien against the property to recover expenses incurred pursuant to remediation.

(b) The operator of a facility that is regulated by Subchapter L of Chapter 265 of Title 25 of the Texas Administrative Code shall at all times maintain upon such property an enclosure that complies with the requirements of Section 265.200 of that subchapter adopted by reference in section 58-199(c) of this Code.

Sec. 58-206. - Violation of minimum standards for aquatic structures.

(a) In the event of a violation of the minimum standards established by this chapter, the health authority shall provide written notice to the operator to abate, remove, or otherwise remedy the violation immediately. The notice shall be given:

(1) By personal hand delivery to the operator;

(2) By letter addressed to the operator at the operator's post office address and sent by certified mail, return receipt requested; or

(3) If personal service cannot be obtained or the operator's post office address is unknown:

A. By posting the notice on or near the front door of each building on the property to which the violation relates; or

B. By posting the notice on a placard attached to a stake driven into the ground on the property to which the violation relates, if the property contains no buildings.

(b) If the operator does not abate, remove or remedy the violation within ten days of service or posting of a notice under this section, the health authority may enter the property where the violation is occurring and perform any work necessary to protect the public health, safety and welfare.

(c) Notwithstanding the notice provisions of this section, upon any determination that the immediate abatement of a violation is necessary to protect the public health, safety or welfare, the health authority may enter the property where the violation is occurring and perform or cause to be performed any work necessary to protect the public health, safety and welfare.

(d) Pursuant to the authority granted by Chapter 342 of the Texas Health and Safety Code, the city may charge all costs incurred by the city under this section in remediating water quality issues, including the cost of providing notice as required, to the owner of the property. The city may assess the expenses against the property where the work was performed and obtain a lien against the property in accordance with the procedure established in Chapter 342 of the Texas Health and Safety Code.

(e) The remedy provided by this section is in addition to all other remedies available under this chapter or as otherwise provided by the Code or state or federal law.

Sec. 58-207. - Permit revocation, suspension and appeal.

(a) The health authority may suspend or deny an operating permit if:

(1) the public facility does not comply with the requirements of this chapter,

(2) the operation of the facility otherwise constitutes a hazard to public health.

(3) the operator does not pay the permit fee, provide accurate operational records to the health authority or allow the health authority to inspect the public facility.

(b) Written notice of a permit suspension shall be provided to the operator of a facility by personal hand delivery or by certified mail, return receipt requested. The notice shall set forth:

(1) The specific conditions at the facility that are in violation of this chapter, in violation of federal or state laws, rules, or regulations regarding pool safety, or constitute a hazard to public health;

(2) That a hearing will be held before a hearing authority;

(3) The date, time and place of the hearing; and

(c) Prior to the revocation of a permit, written notice shall be provided to the operator by personal hand delivery or by certified mail, return receipt requested. The notice shall set forth:

(1) The grounds on which the city will seek revocation of the permit, including the specific violations of this chapter or of federal or state laws regulating pool safety on which the city will rely in seeking revocation of the permit;

(2) That the operator may appear in person, may be represented by counsel, and may present testimony and cross-examine all witnesses. The hearing shall be held not later than ten days after the date the permit revocation notice is received.

Sec. 58-208. - Enforcement.

(a) The health authority is authorized to issue citations charging the violation of any of the provisions of this chapter and, to the extent authorized or permitted by law, any applicable state laws, rules, or regulations regarding pool safety. In addition, the health authority may order a facility closed if the health authority determines:

(1) That it is being operated without a valid permit; or

(2) That the continued operation of the facility will constitute a hazard to the health or safety of persons using the facility or those in close proximity to the facility.

(b) Upon closure of a facility pursuant to this section, the person in charge of the facility shall immediately:

(1) Properly post and maintain signs at all entrances to the facility that state: "CLOSED UNTIL FURTHER NOTICE"; and

(2) Lock all doorways and gates that form a part of the facility enclosure, so that the facility is only accessible to maintenance or authorized personnel for repairs.

(c) Signs required to be posted under this section shall be a minimum size of 8½ inches by 11 inches. The lettering shall be of a contrasting color to the background and not less than one inch in height. Signs shall be positioned so that they are readily visible to a person seeking entry to the facility.

(d) If the person in charge of the facility is absent, or fails or refuses to comply with the requirements of subsection (b), the health authority may post signs and secure the premises in accordance with this section.

(e) A person commits an offense under this section if the person:

(1) Removes, defaces, alters, covers, or renders unreadable a closure sign posted by the health authority; or

(2) Uses a facility subject to a closure order for swimming, diving, or bathing; or

(3) Is a person in charge of a facility subject to a closure order and knowingly allows persons to use the facility for swimming, diving, or bathing; or

(4) Is a person in charge of a facility subject to a closure order and fails to comply with the requirements of this section.

(f) An operator may appeal a closure order within three days after the issuance of the order by filing a written statement with the health authority setting forth the reasons why the closure order should be rescinded. The filing of an appeal does not stay the closure order.

(g) A facility closed by the health authority shall not resume operation until a reinspection by the health authority establishes that the facility is in compliance with this chapter and all applicable state or federal laws and rules and regulations regarding pool safety.

Sec. 58-210. - Penalty for violation.

Any person who violates any provision of this chapter, any rule or regulation promulgated by the health authority or any applicable state law, rule or regulation regarding pool safety shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine of not less than $250.00 nor more than $2,000.00 for the first conviction. For any succeeding conviction, such person shall be punished by a fine of not less than $500.00 nor more than $2,000.00. Each day that a violation continues shall constitute a separate offense.

II.

All other ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed as of the effective date.

III.

If any provision of this ordinance is found by a court of competent jurisdiction to be unlawful, unconstitutional, or otherwise invalid, the remainder of the ordinance shall remain in effect as if the invalid provision was never part of the ordinance. Provided, however, that if it is possible to reformulate the invalid provision so as to be lawful and valid, the invalid provision, as reformulated, shall remain part of the ordinance.

IV.

The effective date of this Ordinance is March 28, 2016.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, at a regular meeting held on this the 14th day of March, 2015.

BOB HERRINGTON, MAYOR

ATTEST:

TERESA HERRERA, CITY SECRETARY

APPROVED AS TO FORM:

RONALD D. STUTES, CITY ATTORNEY

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF PALESTINE, TEXAS, AMENDING THE CITY OF PALESTINE SWIMMING POOL AND SPA CODE

WHEREAS, the United States Congress has found that adult supervision at all aquatic venues is a critical safety factor in preventing children from drowning, and that the installation and proper use of barriers or fencing, as well as additional layers of protection, could substantially reduce the number of childhood residential swimming pool drownings and near drownings; and

WHEREAS, the City Council has determined that adoption of regulations to improve the safety of pools and spas within the City would provide for and would be in the best interest to safeguard life, health, property, and public welfare.

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

I.

That Chapter 58, Health and Sanitation, of the Code of Ordinances of the City of Palestine be amended by adding Article VII, Pool and Spa Safety, to read as follows:

ARTICLE VII. POOL AND SPA SAFETY

Sec. 58-203. - Operation of a pool, spa or interactive water feature.

(h) Registered Pool Operator

(1) Any person who operates a public or semi-public pool or spa shall employ at least one (1) person who has a valid and current registered pool operator certification issued by the Health Authority.

(2) A person is in compliance with the provisions of this section if there is one (1) employee on the premises who is responsible for maintenance of any pools present on the premises who has a valid and current registered pool operator certification; provided, that semi-public pools owned by homeowner associations or maintained by off-premises management companies may utilize pools maintenance companies who filed employees are certified registered pool operators.

(i) Registration. The Registered Pool Operator shall submit documents validating employees of a certified pool operator. The pool operator training course shall meet the following minimum criteria:

(1) The course must have been completed within the previous three (3) years;

(2) The course shall be taught by a person adequately trained in swimming pool sanitation and has been approved by the Health Authority; and

(3) The course curriculum shall include the following topics:

a. Swimming pool design;

b. Disinfection

c. Circulation;

d. Filtration;

e. Swimming pool chemistry; and

f. Safety procedures.

(4) The course provider shall give persons successfully completing the course a written document of certification.

II.

All other ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed as of the effective date.

III.

If any provision of this ordinance is found by a court of competent jurisdiction to be unlawful, unconstitutional, or otherwise invalid, the remainder of the ordinance shall remain in effect as if the invalid provision was never part of the ordinance. Provided, however, that if it is possible to reformulate the invalid provision so as to be lawful and valid, the invalid provision, as reformulated, shall remain part of the ordinance.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, at a regular meeting held on this the 13th day of December, 2021.

_____
DANA GOOLSBY, MAYOR

ATTEST:

_____
APRIL JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

_____
GARY LANDERS, CITY ATTORNEY

Agenda Date:	December 13, 2021
To:	City Council
From:	Shannon Davis, Fire Department Chief
Agenda Item:	Fire Chief
Date Submitted:	12/07/2021

SUMMARY:

Consider authorizing City Manager to seek bids for Fire Station 1 roof replacement/repair.

RECOMMENDED ACTION:

Staff recommends authorizing City Manager to seek bids for Fire Station 1 roof replacement/repair.

CITY MANAGER APPROVAL:

Attachments

Fire Station 1 Roof Replacement

REQUEST FOR PROPOSAL (RFP)
Fire Station 1 Roof Replacement

To all interested bidders:

Bidders are invited to submit a formal proposal to replace roof and gutters at Fire Station 1. Below please find the General Conditions and Specifications.

Please submit one original and two copies of the proposal. Faxed or emailed proposal will not be accepted.

If any questions arise from the RFP, the bidder may submit to questions to Daniel Forgia, Facility Maintenance, for interpretation via email at facility@palestine-tx.org. Any interpretation documents will be made by addendum to the RFP. All questions should be emailed to facility@palestine-tx.org on or before 3:00 p.m., January 14, 2022.

Sealed Proposals will be received in the City Secretaries office, on or before 1:00 p.m., January 19, 2022. All proposals shall be clearly marked with "RFP 2022-001 Roof Replacement Fire Station 1." Immediately following the closing of the RFP, the City Staff will publicly open bids in the City Hall Conference Room at 1:30 p.m., January 19, 2022.

All sealed Proposals must be delivered to the following address:

City Hall
Attn: April Jackson, City Secretary
504 North Queen St.
Palestine, TX. 75801

Proposals will be opened at the time, date, and location indicated above. The proposals shall remain firm for not less than thirty (30) calendar days from the date of receipt of the proposal. Bidders guarantee that all goods and services meet the requirements for the solicitation during the contract period.

General conditions
The following are the general conditions for the work to be performed.

Scope of Work
It is understood the except otherwise specifically stated in the contract, the vendor (contractor) shall provide and pay for all materials, labors, tools, equipment, and transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits and licenses (including the City of Palestine) necessary for the execution of work shall be new. Any work necessary to be performed after regular working hours, such as work performed on the weekend or legal holidays shall be performed without additional expenses to the city.

Existing Conditions

The vendor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

Insurance
Prior to the commencement of work, the vendor shall furnish to the City a Certificate of Insurance showing compliance with the following limitations. The vendor agrees to comply with the provisions of Worker's Compensation laws of the State of Texas.

The vendor further shall maintain such other insurance (with limits as shown below) as shall protect the vendor and the City from any claims for property damage or personal injury, including death, which may arise out of operations under this contract, and vendor shall furnish the City with their certificates and policies of such insurance as shown below. Insurance coverage shall be maintained until the work has been completed by vendor.

Listed below are the insurance coverages which must be procured by the vendor at the vendor's expense.

The vendor agrees to follow instructions indicated in each case.

- **Proof of current workers compensation**
- **Vendor's public liability insurance, personal injury, including death-$250,000.00 for each person and $500,000.00 for each accident.**
- **Property damage- limits of $500,000.00 for each accident and $1,000,000.00 for the aggregate.**

Insurance must be written by a company licensed to do business with the State of Texas.

Statement of vendor qualifications

As a part of the proposal, the vendor must complete the attached "Statement of vendors Qualification" before awarding of contract , to demonstrate to the complete satisfaction of the city, that the vendor has necessary certifications, licenses, facilities, ability and financial resources to execute the work in a satisfactory manner within the time specified; the vendor has had experience in work of the same or similar nature; and that the vendor has past history and references which will assure the City of the vendor's qualifications for executing the work.

Taxes
The city is a tax-exempt organization. A copy of the city tax-exempt form will be furnished.

Governing laws
All proposals and related documents submitted to the city by the vendors are governed under the laws of the State of Texas and local ordinances, policies, and regulations.

Addenda

If any questions arise from the RFP, the bidder may submit to Daniel Forgia, a request for interpretation via email at facility@palestine-tx.org any interpretation documents will be made by addendum to the RFP. All questions should be emailed to facility@palestine-tx.org no later than 3:00 pm, January 14, 2022. All questions that arise the require an addendum will be posted to the City of Palestine website and cityofpalestine.com no later than January 14, 2022.

The city will not be responsible for any other explanations or interpretations. The city reserves the right to extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical. The city reserves the right to reject any or all proposals and waive technicalities and informalities.

Proposal Form and Format
Proposals should be submitted in the format specified within this document, contain information required by the RFP, and submitted in a sealed envelope addressed to:

City of Palestine
Attn: April Jackson, City Secretary
504 North Queen St.
Palestine, TX. 75801

Sealed proposals will be received on or before 1:00 p.m. January 19, 2022. All proposals shall be clearly marked with "RFP 2022-001 Roof Replacement Fire Station 1." Following the closing the RFP, Bids will be publicly opened at 1:30 p.m., January 19, 2022, at the City Hall Conference Room, 504 North Queen St., Palestine, TX. 75801.

Deviations
Any deviations from the scope of work indicated herein must be submitted in writing, clearly noted, and explained in detail on a separate form, and attached to the submitted proposal; otherwise, it will be considered that item/services offered are in strict compliance with these specifications and the successful bidder shall be held responsible thereto.

Any deviations within a submitted proposal between prices quoted and restated in the summation sheet shall be resolved by the City as being the lower price unless the bidder requested in writing a correction or withdrawal of the proposal prior to the date and time set for opening.

Any proposal withdrawal or modification received after the established due at date at the place designated for receipt of proposal is late. No late proposal, late modification, or late withdrawal will be considered and shall be returned to the vendor unopened. The City reserves the right to reject any or all proposals. It further reserves the right to waive technicalities and formalities in the proposals, as well as, to accept in whole or in part, such proposal(s) where it deems it advisable in protection of the best interest of the City. The city will be the sole judge as to whether proposals submitted meet all requirements contained in the solicitation.

Affidavits
Before acceptance of the proposal by the city, the vendor will be required to furnish affidavits on the enclosed forms.

Withdrawal of proposal
A proposal cannot be withdrawn after it is filed, unless (a) the vendor makes a request in writing to the City prior to the time set for opening of proposals, or (b) the City fails to accept a bid within thirty (30) days after bid opening date.

Award of Contract
Award of contract will be made to the most responsive/ responsible bidder meeting the requirement of the City within 30 days of the bid opening date. This solicitation does not commit the City to award a contract, to pay any cost incurred in the preparation of the proposal, or to procure or contract for goods services listed herein. The City may accept any proposal offered on an all, partial, or none basis, or within funds available, whichever is in the best interest of the City.

Contract Form
Upon contract award, the city and vendor will have a signed contract prior to any work being started.

Change in Contract
The City will not be responsible for any change in the work involving extra cost unless approval in writing is furnished and approved by the City before such work begun.

Indemnification
The vendor agrees to hold the City harmless and to indemnify the City from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property of any place which work is located arising out of or suffered through any act or omission of the vendor or subcontractor.

Installation
The city anticipates issuing a notice to proceed no later than February 2, 2022, by 5:00 p.m. following award. The successful bidder shall complete installation within 30 calendar days from the date of the notice to proceed.

Warranty
All materials and labor provided by the vendor shall have a 20-year manufacturer's warranty as well as a 2-year workmanship warranty for weather tightness on the sheet metal portions of the project. Provide a 10-year warranty for all roofing products cover materials with no depreciation and a 5-year workmanship warranty for all related work as well.

Site Visit
To arrange a site visit, please contact Daniel Forgia, via email at facility@palestine-tx.org or phone at 903-922-9704.

Application for payment
All applications for payment shall be mailed to the following address:

City of Palestine
Attn: Finance Division
504 N. Queen St.
Palestine, TX. 75801

Payments
A single payment will be made to the vendor when all aspects of the contract have been completed to the city's satisfaction. The city will consider other reasonable arrangements should they be requested by the vendor.

Liquid Damages
Liquidated damages in the amount of $100.00 per day from each calendar day after the 30-day project timeline will be charged to the vendor. Liquidated damages will not be charged for delays associated with weather. Furthermore, the city will consider all other reasonable request associated with delays.

Weather
Fire Station 1 ("the building") shall never be opened to the elements at any time. All openings must be covered in a manner to withstand any weather condition and must be secured to avoid anyone entering the building thought any roof openings.

Clean up Site
All outside and inside areas of the building and the grounds shall remain clean and free of any construction debris. An allotted area will be allowed for material storage. If vendor needs a roll back dumpster it must be obtained through Waste Connections and must present a receipt from landfill to ensure all materials are disposed of properly.

Project Specifications
The City of Palestine is seeking proposals to remove and replace the roof and gutters at Fire Station 1 at 611 Avenue A Palestine, TX. 75801.

Statement of Vendor Qualifications must detail the following:
1. A list of references.
2. Installer must be a certifies roofing contractor for the roofing system to be installed.

Successful bidder will install the following per manufactures recommendations.
1. Remove existing roofing material down to the original decking on the entire roofing substrate. All material removed from property must be properly and legally disposed of in a landfill.
2. Install new insulation/ under lay system to meet required County building codes. The new insulation materials shall be fully adhered to the existing deck as per manufacture and industry specifications.
3. Install new decking material if needed to support roofing system.
4. Provide proposals for pitched metal roof and or TPO style roof, 20-year comp. roofing system.

5. All new roofing products shall be installed per manufactures recommendations and their published installed manuals.
6. Provide and install all new roofing material including and specifically limited to all, flashings where needed.
7. Provide a 20-year warranty for all roofing products cover materials with no depreciation and a 5-year workmanship warranty for all related work as well. Provide a 15-year manufacturer's warranty as well as a 2-year workmanship warranty for weather tightness of the project.

Proposal Form
Fire Station 1
Due on or before 1:00 p.m., January 19, 2022

All sealed proposals must be delivered to the following address:

City of Palestine
Attn: April Jackson, City Secretary
504 N. Queen St.
Palestine, TX. 75801

Name of Vendor: _____

Having carefully examined the proposal requirements including the General Conditions, and the Request for Proposal for the City of Palestine Fire Station 1 Roof Replacement, any addenda, and conditions affecting the work, the undersigned propose to provide the required materials, services, warranties, and delivery of specified in the attached proposal for the total sum no to exceed:

GRAND TOTAL $ _____

Respectfully Submitted,
Name of Firm: _____
Address of Firm: _____
Signature: _____
Telephone Number: _____
Name Title: _____
Name and Title of Vendor's Representative who will service contract:

Address and Telephone Number of Vendors Representative:
_____
Email address of Vendors Representative who will service contract:
_____

Agenda Date:	December 13, 2021
To:	City Council
From:	Patsy Smith, Parks and Recreation Director
Agenda Item:	Dog Park Rules and Regulations
Date Submitted:	12/08/2021

SUMMARY:

Discuss and take any action on new rules and regulations set forth for new Dog Park to be established at Reagan Park located at the Northeast portion of the park b the railroad tracks.

RECOMMENDED ACTION:

To approve the rules and regulations set forth in this agenda item. These were approved by Parks Board on 12-7-21 during their regularly scheduled monthly meeting.

CITY MANAGER APPROVAL:

Attachments

Dog Park Rules Reg 1

City of Palestine

Dog Park

Sec.1-001: Off Leash Areas, Dog Parks

(a) An "Off Leash Area" is an area designated by the City of Palestine in which dogs, under the effective control of their owners/handlers, that may be off a leash.

(b) Rules and Regulations; Penalty

1. Dog Park Hours are from Dawn to Dusk.
2. All dogs must have a current Rabies tags and current City Tag and be free of any contagious diseases.
3. All dogs must be on a leash while entering and exiting the dog park.
4. Dogs are not to be on a leash while in the fenced area of the park. All dogs must be under the control of the owner/handler and there is a limit of 2 dogs per owner/handler in the park at any time.
5. No dog may be left unattended in the park and must be always within view of and within voice control of the owner/handler. Dog owners/handlers must be physically capable of controlling their dogs and must prevent aggressive behavior, biting, fighting, and aggressive barking.
6. Dogs showing any aggression must be leashed and immediately removed from the park. Dogs with a know history of aggressive or dangerous behavior are prohibited from entering the park.
7. Dog owners/handlers must carry one leash per each dog under their care and control while in the park area.
8. Dogs under the age of 4 months are NOT allowed in the park.
9. Female dogs in HEAT are NOT allowed in the park.
10. Appropriate dog toys are allowed in the park, but not toys that are edible such as rawhides and chew bones, which can cause aggressive behavior.
11. Dog owners/handlers are responsible for immediately picking up and disposing of all their dog's waste in appropriate receptacles.
12. Dog owners/handlers must repair any damage caused by their dog (such as holes dug by the dog or chew damage).
13. Animals other than dogs are NOT allowed in the park. (Such as cats, birds, lizards, etc.)

14. All children 13 years of age and younger must be always accompanied and supervised by an adult while in the dog park.

15. No food (dog or human), glass or metal containers, bicycles, skateboards, roller blades, scooters, strollers, carriages, smoking, or alcohol are allowed in the dog park. Dog treats are permissible.

16. The Dog Park is subject to closure upon a determination by the City Parks Director/Designee that there is a reason deemed to be in the public's interest or safety or for maintenance.

17. All City ordinances pertaining to parks shall remain in effect even for the Dog Park.

(c) Signage

1. The City of Palestine shall post and maintain clearly readable sign(s) in a visible location on or near the area, which signs shall provide notice regarding:

   a. Hours of operation

   b. The rules and regulations of the Dog Park

   c. A statement limiting the Liability of the City, such as:

      "**Use of this park is at your own risk. Dog owners/handlers are responsible for the actions and behaviors of their dogs and are liable for damages or injury inflicted by their dogs. The City of Palestine has NO liability or responsibility for damage or injuries in the Dog Park. Park users assume ALL risk associated with use of the Park and waive liability of the City of Palestine for any injury or damage caused by dogs or humans while accessing or using the park."**

   d. A violation or penalty provision

   e. Contact information for the Parks and Recreation Department and the Palestine Police Department

Agenda Date:	December 13, 2021
To:	City Council
From:	Lisa Phillips, Public Works Admin
Agenda Item:	Consider authorizing City Manager to seek sealed bids for electric services at the Wastewater Treatment Plant for the Centrifuge 016 Project
Date Submitted:	12/08/2021

SUMMARY:

Consider authorizing City Manager to seek sealed bids for electric services at the Wastewater Treatment Plant for the Centrifuge 016 Project.

RECOMMENDED ACTION:

Recommend authorizing City Manager to seek sealed bids for electric services at the Wastewater Treatment Plant for the Centrifuge 016 Project.

CITY MANAGER APPROVAL:

Agenda Date:	December 13, 2021
To:	City Council
From:	April Jackson, Asst. City Secretary
Agenda Item:	City Hall and Police Department Roof Replacement
Date Submitted:	12/10/2021

SUMMARY:

Consider authorizing City Manager to seek bids for City Hall and Police Department Roof Replacement.

RECOMMENDED ACTION:

Staff recommends authorizing city manager to seek bids City Hall and Police Department for Roof Replacement.

CITY MANAGER APPROVAL:

Attachments

City Hall and Police Department Roof Replacement

REQUEST FOR PROPOSAL (RFP)
City Hall and Police Department
Roof Replacement

To all interested bidders:

Bidders are invited to submit a formal proposal to replace roof and gutters at City Hall and Police Station. One with attached General Conditions and Specifications.

Please submit one original and two copies of the proposal. Faxed or e-mailed proposal will not be accepted.

If any questions arise from the RFP, the bidder may submit to Daniel Forgia (Facility Maintenance), for interpretation via E-mail at facility@palestine-tx.org. Any interpretation documents will be made by addendum to the RFP. All questions should be emailed to facility@palestine-tx.org on or before 3:00 p.m., January 14, 2022.

Sealed Proposals will be received in the City Secretaries office until, on or before 1:00 p.m., January 19, 2022. All proposals shall be clearly marked with "RFP 2022-002 City Hall and Police Department Roof Replacement." Immediately following the closing of the RFP, the City Staff will publicly open bids in the City Hall Conference Room at 1:30 p.m., January 19, 2022.

All sealed Proposals must be delivered to the following address:

City Hall
Attn: April Jackson, City Secretary
504 North Queen St.
Palestine, TX. 75801

Proposals will be opened at the time, date, and location indicated above. The proposals shall remain firm for not less than thirty (30) calendar days from the date of receipt of the proposal. Bidders guarantee that all goods and services meet the requirements for the solicitation during the contract period.

General conditions
The following are the general conditions for the work to be performed.

Scope of Work
It is understood the except otherwise specifically stated in the contract, the vendor (contractor) shall provide and pay for all materials, labors, tools, equipment, and transportation of every nature and all other services and facilities of every nature whatsoever, necessary to execute, complete and deliver the work within the specified time. Permits and licenses (including the City of Palestine) necessary for the execution of work shall be new. Any work necessary to be preformed after regular working hours, such as work preformed on the weekend or legal holidays shall be preformed without additional expenses to the city.

Existing Conditions
The vendor, in undertaking the work under this contract, is assumed to have visited the premises and to have taken into consideration all conditions which might affect the work. No consideration will be given to any claims based on lack of knowledge of existing conditions.

Insurance
Prior to the commencement of work, the vendor shall furnish to the City a Certificate of Insurance showing compliance with the following limitations. The vendor agrees to comply with the provisions of Worker's Compensation laws of the State of Texas.

The vendor further shall maintain such other insurance (with limits as shown below) as shall protect the vendor and the City from any claims for property damage or personal injury, including death, which may arise out of operations under this contract, and vendor shall furnish the City with their certificates and policies of such insurance as shown below. Insurance coverage shall be maintained until the work has been completed by vendor.

Listed below are the insurance coverages which must be procured by the vendor at the vendor's expense.

The vendor agrees to follow instructions indicated in each case.

- **Proof of current workers compensation**
- **Vendor's public liability insurance, personal injury, including death-$250,000.00 for each person and $500,000.00 for each accident.**
- **Property damage- limits of $500,000.00 for each accident and $1,000,000.00 for the aggregate.**

Insurance must be written by a company licensed to do business with the State of Texas.

Statement of vendor qualifications

As a part of the proposal, the vendor must complete the attached "Statement of vendors Qualification" before awarding of contract , to demonstrate to the complete satisfaction of the city, that the vendor has necessary certifications, licenses, facilities, ability and financial resources to execute the work in a satisfactory manner within the time specified; the vendor has had experience in work of the same or similar nature; and that the vendor has past history and references which will assure the City of the vendor's qualifications for executing the work.

Taxes
The city is a tax-exempt organization. A copy of the city tax-exempt form will be furnished.

Governing laws
All proposals and related documents submitted to the city by the vendors are governed under the laws of the State of Texas and local ordinances, policies and regulations.

Addenda

If any questions arise from the RFP, the bidder may submit to Daniel Forgia, a request for interpretation via email at facility@palestine-tx.org any interpretation documents will be made by addendum to the RFP. All questions should be emailed to facility@palestine-tx.org no later than 3:00 pm, January 14,2022. All questions that arise the require an addendum will be posted to the City of Palestine website and cityofpalestine.com no later than January 14,2022.

The city will not be responsible for any other explanations or interpretations. The city reserves the right to extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical. The city reserves the right to reject any or all proposals and waive technicalities and informalities.

Proposal Form and Format
Proposals should be submitted in the format specified within this document, contain information required by the RFP, and submitted in a sealed envelope addressed to:

City of Palestine
Attn: April Jackson, City Secretary
504 North Queen St.
Palestine, TX. 75801

Sealed proposals will be received on or before 1:00 p.m. January 19,2022. All proposals shall be clearly marked with "RFP 2022-002 City Hall and Police Station Roof Replacement." Immediately following the closing the RFP, Bids will be publicly opened at 1:30 p.m., at City Hall Conference Room, 504 North Queen St. Palestine, TX. 75801.

Deviations
Any deviations from the scope of work indicated herein must be submitted in writing, clearly noted and explained in detail on a separate form, and attached to the submitted proposal; otherwise, it will be considered that item/services offered are in strict compliance with these specifications and the successful bidder shall be held responsible thereto.

Any deviations within a submitted proposal between prices quoted and restated in the summation sheet shall be resolved by the City as being the lower price, unless the bidder requested in writing a correction or withdrawal of the proposal prior to the date and time set for opening.

Any proposal withdrawal or modification received after the established due at date at the place designated for receipt of proposal is late. No late proposal, late modification, or late withdrawal will be considered and shall be returned to the vendor unopened. The City reserves the right to reject any or all proposals. It further reserves the right to waive technicalities and formalities in the proposals, as well as, to accept in whole or in part, such proposal(s) where it deems it advisable in protection of the best interest of the City. The city will be the sole judge as to weather proposals submitted meet all requirements contained in the solicitation.

Affidavits
Before acceptance of the proposal by the city, the vendor will be required to furnish affidavits on the enclosed forms.

Withdrawal of proposal
A proposal cannot be withdrawn after it is filed, unless (a) the vendor makes a request in writing to the City prior to the time set for opening of proposals, or (b) the City fails to accept a bid within thirty (30) days after bid opening date.

Award of Contract
Award of contract will be made to the most responsive/ responsible bidder meeting the requirement of the City within 30 days of the bid opening date. This solicitation does not commit the City to award a contract, to pay any cost incurred in the preparation of the proposal, or to procure or contract for goods services listed herein. The City may accept any proposal offered on an all, partial, or none basis, or within funds available, whichever is in the best interest of the City.

Contract Form
Upon contract award, the city and vendor will have a signed contract prior to any work being started.

Change in Contract
The City will not be responsible for any change in the work involving extra cost unless approval in writing is furnished and approved by the City before such work begun.

Indemnification
The vendor agrees to hold the City harmless and to indemnify the City from every expense, liability or payment arising out of or through injury (including death) to any person or persons or damage to property of any place which work is located arising out of or suffered through any act or omission of the vendor or subcontractor.

Installation
The city anticipates issuing a notice to proceed no later than February 2, 2022, following award. The successful bidder shall complete installation within 30 calendar days from the date of the notice to proceed.

Warranty
All materials and labor provided by the vendor shall have a 20-year manufacturer's warranty as well as a 2-year workmanship warranty for weather tightness on the sheet metal portions of the project. Provide a 10-year warranty for all roofing products cover materials with no depreciation and a 5-year workmanship warranty for all related work as well.

Site Visit
To arrange a site visit, please contact Daniel Forgia, via email at facility@palestine-tx.org or phone at 903-922-9704.

Application for payment
All applications for payment shall be mailed to the following address:

City of Palestine
Attn: Finance Division
504 N. Queen St.
Palestine, TX. 75801

Payments
A single payment will be made to the vendor when all aspects of the contract have been completed to the city's satisfaction. The city will consider other reasonable arrangements should they be requested by the vendor.

Liquid Damages
Liquidated damages in the amount of $100.00 per day from each calendar day after the 30-day project timeline will be charged to the vendor. Liquidated damages will not be charged for delays associated with weather. Furthermore, the city will consider all other reasonable request associated with delays.

Weather
City Hall and Police Station ("the buildings") shall never be opened to the elements at any time. All openings must be covered in a manner to withstand any weather condition and must be secured to avoid anyone entering the building thought any roof openings.

Clean up Site
All outside and inside areas of the building and the grounds shall remain clean and free of any construction debris. An allotted area will be allowed for material storage.

Project Specifications
The City of Palestine is seeking proposals to remove and replace the roofs and gutters at City Hall, 504 N. Queen St. Palestine, TX. 75801. Police Station, 511 N. John St. Palestine, TX. 75801.

Statement of Vendor Qualifications must detail the following:
1. A list of references.
2. Installer must be a certifies roofing contractor for the roofing system to be installed.

Successful bidder will install the following per manufactures recommendations.
3. Remove existing roofing material down to the original decking on the entire roofing substrate. All material removed from property must be properly and legally disposed of in a landfill.
4. Install new insulation/ under lay system to meet required County building codes. The new insulation materials shall be fully adhered to the existing deck as per manufacture and industry specifications.
5. Install new decking material if needed to support roofing system.
6. Provide proposals for pitched metal roof and or TPO style roof, and 20-year comp. Roofing system.
7. All new roofing products shall be installed per manufactures recommendations and their published installed manuals.

8. Provide and install all new roofing material including and specifically limited to all, flashings where needed.
9. Provide a 20-year warranty for all roofing products cover materials with no depreciation and a 5-year workmanship warranty for all related work as well. Provide a 15-year manufacture's warranty as well as a 2-year workmanship warranty for weather tightness of the project.

Proposal Form
City Hall and Police Station
Due on or before 1:00 p.m., January 19, 2022

All sealed proposals must be delivered to the following address:

City of Palestine
Attn: April Jackson/ City Secretary
504 N. Queen St.
Palestine, TX. 75801

Name of Vendor: _____

Having carefully examined the proposal requirements including the General Conditions, and the Request for Proposal for the City of Palestine Fire Station 1 Roof Replacement, any addenda, and conditions affecting the work, the undersigned propose to provide the required materials, services, warranties, and delivery of specified in the attached proposal for the total sum no to exceed:

GRAND TOTAL $ _____

Respectfully Submitted,
Name of Firm: _____
Address of Firm: _____
Signature: _____
Telephone Number: _____
Name Title: _____
Name and Title of Vendor's Representative who will service contract:

_____
Address and Telephone Number of Vendors Representative:
_____
Email address of Vendors Representative who will service contract:
_____

Agenda Date:	December 13, 2021
To:	City Council
From:	Andrew Sibai, Senior Accountant
Agenda Item:	Anderson County Humane Society Contract
Date Submitted:	12/09/2021

SUMMARY:

Mayor and Council,
This item is here as a place holder to be sure the council is aware that the City pays $25,000 per year to Anderson County Humane Society to house and care for stray animals that the City of Palestine Animal Control officers pickup in their daily duties. The contract renews automatically each year but according to the contract we are supposed to review it annually so this gives us a chance to discuss if needed.

I have not heard complaints from the Palestine Police Department or any other party involved.

RECOMMENDED ACTION:

I recommend the City continue to contract with Anderson County Humane Society for their service

Thank you,

CITY MANAGER APPROVAL:

Fiscal Impact

Fiscal Year:	2022
Budgeted Y/N:	Y
Account #:	010-5-350-3331
Amount Requested:	0

BUDGETARY IMPACT:

No budgetary change this expense is already budgeted

Attachments

Anderson County Humane Society Contract

INV. # 20200903841

PAYMENT AUTHORIZATION
Due Date: _____ Vendor # 00069
PO # _____ Parcial ☐ Complete ☐
Acct #: 010-5-350-3330 $ 16,750.00
Acct #: _____ $
Description: _____
DPT DIR: _____ D: 9-3-2020
FINC DIR: _____ D: 9/3/2020
CITY MNR: _____ D: Sept 3 2020

STATE OF TEXAS:

COUNTY OF ANDERSON:

AGREEMENT TO PROVIDE FOR THE HOUSING AND CARE OF UNWANTED OR ABUSED ANIMALS

This agreement is between City of Palestine, Texas, hereinafter called "City", a Texas Home Rule city and Anderson County Humane Society Inc., a non-profit corporation with its principal place of business in Palestine, hereinafter called "Non-Profit".

1. *Non-profit Status.* Anderson County Humane Society, is a non-profit corporation or association formed under the laws of the State Texas which has obtained recognition from the Internal Revenue Service of its exempt status under 501(c)3 of the Internal Revenue Code.

2. *Purpose.* The purpose of this agreement is for City to provide this financial support to Non-Profit to house and care for City of Palestine's unwanted or abused /neglected anima.

3. *Consideration.* For the consideration of the sum of **$18,750.00** ($2,083.33/month as a 9-month pro-ration of the 25,000. - 12-month annual prior amount) paid by City of Palestine, Texas, Non-Profit will perform these services for the benefit of the public in Palestine, Texas.
   a. Non-Profit agrees the funds paid by City will be used only for lawful purposes benefiting the public of Palestine, Texas.
   b. Non-profit may not use the funds to lobby any governmental or legislative body.
   c. Non-profit may not pay bonuses or a fee to any third party as commission or fee for requesting and obtaining the funds paid by the City.
   d. No funds paid by City will be used for gifts, scholarships, or contributions to any person or entity.

4. *Term.* The term of this agreement is nine months beginning on January 1, 2020 and ending on September 30, 2020. Non-Profit agrees that although the funds may be paid in advance that the services will be rendered to the public in Palestine, Texas, during the full term of the agreement. This contract shall renew each year without 90 days notice by either party of intent not to renew same.

5. *Financial Statements.* Non-profit will provide financial statements including a statement of income and expenses acceptable to the City of Palestine Auditor for the immediate prior fiscal year upon request from City. Within thirty (30) days of the end of the term of this agreement Non-Profit will furnish City a detailed accounting of the use of the funds paid by City for the performance of services and a statement of income and expenses for the year covered by the term.

6. *Non-discrimination.* Non-Profit agrees to operate under a policy of non-discrimination with regard to the provision of said services. Such policy shall prohibit discrimination on the basis of race, color, religion, sex, national origin, disability, or age. Acts of discrimination shall constitute a material breach of this contract.

7. *Independent Contractor.* The parties agree that all services performed by Non-Profit for the public are done as an independent contractor and no employer-employee relationship exists between City and Non-Profit.

8. *Effective Date.* Upon signing by both parties and sharing of the signed copies, this agreement shall be considered effective as of January 1, 2020.

EXECUTED on July 22, 2020.

City of Palestine, Texas

Leslie Cloer, City Manager

APPROVED as to form:

/s/ Gary Landers
Gary Landers, City Attorney

Non-Profit Corporation or Association
Anderson County Humane Society

Virginia Hightower, President
P.O. Box 63
Palestine, Texas 75802

Agenda Date:	December 13, 2021
To:	City Council
From:	Lisa Phillips, Public Works Admin
Agenda Item:	Consider authorizing City Manager to seek sealed bids for concrete work at the Wastewater Treatment Plant for the Centrifuge 016 Project.
Date Submitted:	12/08/2021

SUMMARY:

Consider authorizing City Manager to seek sealed bids for concrete work at the Wastewater Treatment Plant for the Centrifuge 016 Project. This will accommodate an area for three roll-offs on site. Currently there is only one roll-off site available.

RECOMMENDED ACTION:

Recommend authorizing City Manager to seek sealed bids for Centrifuge concrete work at the Wastewater Treatment Plant.

CITY MANAGER APPROVAL:

Agenda Date:	December 13, 2021
To:	City Council
From:	Lisa Phillips, Public Works Admin
Agenda Item:	Requesting consent to exercise Year 2 of Denali Sludge Removal Agreement
Date Submitted:	12/09/2021

SUMMARY:

Requesting consent to exercise Year 2 of Denali Sludge Removal Agreement for the Water Treatment Plant. Denali Proposal for WTP Sludge Removal and Disposal is attached.

RECOMMENDED ACTION:

Recommend consent to exercise Year 2 of Denali Sludge Removal Agreement at the Water Treatment Plant.

CITY MANAGER APPROVAL:

Fiscal Impact

Fiscal Year:	2021-2022
Budgeted Y/N:	Y
Account #:	610-5-570-3065
Amount Requested:	150,000.00

Attachments

Denali 3-Year WTP Sludge Removal

Denali
WATER SOLUTIONS

January 8, 2021

Submitted via email

Felipe Garcia
City of Palestine, Public Works Department
1620 W Palestine Avenue
Palestine, TX 75801

Email: fgarcia@palestine-tx.org
CC: pwadmin@palestine-tx.org

REFERENCE: Proposal for Palestine, TX WTP Sludge Removal and Disposal

Dear Mr. Garcia,

Denali Water Solutions LLC ("Denali") is pleased to present this proposal for the sludge removal and disposal for the Palestine, TX Water Treatment Plant (WTP) .

Denali is a national leader in the management of organic waste streams for both the municipal water and wastewater and industrial food processing industries. Our management team has over 200 years in combined industry experience driving our goal of providing the highest quality services at the best value to our customers while maintaining an outstanding environmental and safety record.

Scope of Work

Denali will provide all labor, materials and equipment for sludge removal and disposal from the Palestine, TX WTP for an estimated volume of 2,000,000 gallons.

Pricing

Service	Pickup Location	Estimated Volume	Unit Rate	Estimated Total
Sludge Removal and Disposal	Palestine, TX WTP	2,000,000 gallons	$0.0595/gallon	$119,000.00
Mobilization/Demobilization		–	$12,000.00 Lump Sum	$12,000.00
			Total:	**$131,000.00**

Term

This proposal is based on a 3-year agreement.

If this meets with your satisfaction, please fill out the agreement on the next page.

Sincerely,

Gary Emery
Vice President, Sales & Development
Denali Water Solutions LLC

Cell: (479) 747-6188
Email: Gary.Emery@denaliwater.com

WASTEWATER RESIDUALS SERVICE AGREEMENT

City of Palestine ("Customer" - Legal Business Name) Same as (Assumed Business Name or D/B/A) Name: Felipe Garcia Signature: F. Garcia Date: 1/13/2021 Email: fgarcia@palestine-tx.org Address: 1620 W. Palestine Ave. Palestine, Tx. 75801 Phone: 903-731-8483	**Denali Water Solutions LLC** Jeffrey J. LeBlanc, President Name: Signature: Date Email: jeffrey.leblanc@denaliwater.com Address 3308 Bernice Ave. Russellville, AR 72801 (479) 498-0500 Phone:

1. This Wastewater Residuals Service Agreement and all exhibit(s) ("Agreement") is made between Customer and Denali Water Solutions, LLC ("Denali"). Customer appoints Denali as Customer's exclusive provider of transportation, storage, land-application, disposal and record-keeping/reporting services for Customer's non-hazardous, organic, wastewater residuals that are suitable for processing or land-application ("Residuals") at the rates and for the Customer location(s) set forth in the proposal.

2. Denali will provide Residuals hauling service to Customer at the frequency set forth in the proposal, and if none specified, upon Customer's reasonable request. If service is required prior to the scheduled frequency, Customer is solely responsible for notifying Denali that service is necessary. Denali will make a reasonable effort to provide service as soon as practicable. Denali shall have reasonable access to Customer's locations at all reasonable times. Denali will provide the service in a timely and workmanlike manner and according to standard industry practices. If Customer believes that Denali's performance is defective, Customer shall notify Denali in writing within 10 days of the claimed defective service. If Denali agrees in its reasonable discretion that it did not properly provide service, then Denali will repeat performance of the service. **This limited warranty constitutes Customer's sole remedy. Denali disclaims all other remedies and warranties, express or implied, including the implied warranties of merchantability and fitness for a particular purpose. Notwithstanding anything herein to the contrary, in no event shall Denali be liable to Customer for any indirect, incidental, special, or consequential damages, whether arising or alleged in breach of contract or warranty, negligence, strict liability, tort, or otherwise, even if Denali is advised of the possibility of such damages. These limitations of liability constitute an essential part of this Agreement.**

3. This Agreement shall commence upon execution of the last signature above and expire 36 months after the first service, which shall not occur until Denali has completed all analysis and the Residuals have been approved and permitted for the disposal methods by the regulatory agencies. If laws or regulations are adopted and/or if field conditions change that adversely affect Denali's performance of service, Denali will notify Customer and the parties shall negotiate to modify the Agreement accordingly. If the parties cannot reach a resolution, Denali may terminate this Agreement upon 30 days' written notice. Should either party be in material breach of this Agreement and fail to cure such breach within 30 days after receipt of written notice, the non-breaching party may terminate this Agreement, but only with regard to those locations where the material breach remains uncured.

4. Customer shall pay the service charges in the proposal, net 30 days with a finance charge of 1.5% per month on all outstanding invoices. In the event of Customer's nonpayment of an invoice or other breach of this Agreement, Denali shall have the right to terminate this Agreement or, without terminating, suspend service until Customer cures its breach and is current on its account. Customer agrees to pay Denali all costs of collection incurred by Denali, including without limitation, collection agency fees, attorneys' fees, and court costs. Due to variations in collection, processing, and disposal costs, Denali may increase the service charges at any time upon prior written notice, subject to written approval of Customer. Denali has the right to set off any amounts that Customer owes to Denali against any amounts that may be payable by Denali to Customer.

5. Customer warrants that the Residuals are non-hazardous, suitable for land-application, with pH between 4.5 and 9 and temperature below 130 degrees Fahrenheit at time of pick up and are representative of samples provided to Denali for analysis. Customer shall include no other constituents in the Residuals without the prior written approval of Denali, which may be withheld at Denali's sole discretion. Title to all Residuals that is not further processed by Denali shall remain with Customer at all times. Customer shall be solely responsible for the content and makeup of the Residuals, and Customer will exercise its best efforts to ensure that no trash, contaminants, or unacceptable material are included in any loads. Denali shall charge Customer for any costs that result from receipt of any unacceptable materials. Customer shall be solely responsible for any and all liabilities, damages, costs, fines, or penalties of or from any third parties or regulatory agencies relating to the content of, makeup of, or title to the Residuals. Customer shall indemnify, defend, and hold harmless Denali from all liabilities, damages, costs, and expenses (including reasonable attorneys' fees) resulting from or arising out of (a) Customer's breach of this Agreement; (b) Customer's negligence or recklessness; and (c) performance by Denali hereunder except to the extent such liabilities, damages, costs, and/or expenses are found by a final judgment of a court of competent jurisdiction to have resulted from Denali's negligence.

6. Each party shall be responsible for obtaining the necessary permits and approvals for its obligations set forth in this Agreement. Each party agrees to reasonably cooperate in assisting the other party in obtaining the necessary approvals or permits. Denali will be responsible for obtaining samples and any required lab analyses of the Residuals. Denali will pay for the lab analyses and will invoice Customer for this amount, payment net 30 days.

7. To the extent Denali places storage tanks or other equipment at Customer's location(s), all equipment Denali furnishes to Customer shall remain the property of Denali. Customer shall: (a) keep the equipment free from all encumbrances and claims; (b) not remove equipment without Denali's prior written consent; (c) be liable for all damage, loss, or unauthorized removal of equipment; and (d) maintain the equipment in good, operable condition and return it to Denali in the same condition upon termination or expiration, reasonable wear and tear excepted. Customer shall be responsible for any costs associated with the installation, maintenance and removal of such equipment.

8. This Agreement and all other documents and information (whether written, oral, electronic, or otherwise) that Denali provides to Customer relating to this Agreement or the services provided ("Confidential Information") is confidential and proprietary to Denali. This Agreement constitutes the entire agreement between Denali and Customer, supersedes all prior agreements for the subject matter hereof, and can only be modified in writing signed by both parties. This Agreement shall be binding upon and inure to the benefit of each party and its successors, assignees, personal representatives, and acquirers, but Customer shall not be released of its obligations unless Denali agrees in writing. Denali expressly limits acceptance of this Agreement to the terms herein, and all courses of dealing and performance, usage of trade, and verbal agreements not reduced to writing signed by both parties shall not be binding upon the parties. By signing this Agreement, Customer hereby appoints Denali as its agent for the limited purpose of executing any required manifests, logs, or other documents relating to the services provided hereunder. The Customer signatory above is authorized to sign this Agreement.

Agenda Date:	December 13, 2021
To:	City Council
From:	Mary Raum, Tourism Marketing Manager
Agenda Item:	Review and consider awarding RFP 2021-019 bid for Visitor Center Repairs to Bluebonnet Remodeling in the amount of $43,600.00
Date Submitted:	11/24/2021

SUMMARY:

Review and consider awarding RFP 2021-019 bid for Visitor Center Repairs to Bluebonnet Remodeling. The RFP was published twice and only returned one bid. The current budget includes $35,000 for this project. The difference in the bid will be pulled from account #150-5-740-4011 where there is an additional $20,000 unallocated.

RECOMMENDED ACTION:

Review and consider awarding RFP 2021-019 bid for Visitor Center Repairs to Bluebonnet Remodeling in the amount of $43,600.00.

CITY MANAGER APPROVAL:

Fiscal Impact

Fiscal Year:	2021/22
Budgeted Y/N:	Y
Account #:	150-5-750-4010
Amount Requested:	$43,600.00

BUDGETARY IMPACT:

Budget is for $35,000.00, the different would be allocated from account 150-5-740-4011.

Attachments

RFP 2021-019 Visitor Center Repairs PO Requisition

CIP Project #64

City of Palestine – Requisition

Date	Requested By
11/18/2021	**Mary Raum**

Ship To
City of Palestine
504 N Queen Street
Palestine, Texas 75801

Order To Be Placed By
Requester ☒
Purchasing Agent ☐

Account Number
150-5-750-4010

Exempt From Bidding

- ☐ Emergency
- ☐ Sole Source
- ☐ Interlocal Agreement
- ☐ Other (Explain Below)

Opened for bidding 2 times and only recveived 1 bid

Description	Quantity/Unit	Bluebonnet Remodeling 107 Cr 370 Fairfield, Tx 75840 Unit Price	Amount	Opened For Bidding 2 Times And Only Recveived 1 Bid Unit Price	Amount	Opened For Bidding 2 Times And Only Recveived 1 Bid Unit Price	Amount
Repairs To Visitor Information Center	1	$43,600.00	$43,600.00	$0.00	$0.00	$0.00	$0.00
Shipping Charges							
		Total	**$43,600.00**	Total		Total	

Awardee: Bluebonnet Remodeling

Department Head Signature: [signature] 11/22/21

750-4010

Bluebonnet Remodeling
Kim Keplar, Owner/Operator
kim_keplar@yahoo.com
361.816.2887

Teresa Herrera
City of Palestine
504 N. Queen St.
Palestine, Texas 75801

9 November 2021

Re: RFP 2021-019

Ms. Herrera,

Please find enclosed our proposal to perform the listed repairs in the Request for Proposal 2021-019.

Should you require more information or have any questions, please do not hesitate to contact me.

Cheers,

Kim Keplar
Bluebonnet Remodeling

Bluebonnet
REMODELING

107 CR 370
Fairfield, Texas 75840
kim_keplar@yahoo.com
(361) 816-2887

Proposal

City of Palestine
C/O Visitor Center
825 W. Spring St.
Palestine, Texas 75801

Date: 11-Oct-21

Description of work:		Price:
Windows:		$7,100.00
Of the windows not already repaired and painted:		
For each sash, reglaze and paint. Some sashes will need either structural		
repair or full replacement. 14 windows		
Exterior doors:		$11,500.00
Create and install new exterior doors, including jamb if needed. Prep and		
paint each. 6 doors total.		
Siding, battons and trim:		$10,000.00
Create new battons to match original and replace all rotted and/or those that		
are of bad repair or mis-shapened.		
Replace planks of rotted siding.		
Replace any rotted trim on bottom or sides. Includes any possible rotted		
framing in area.		
Prep and paint all of exterior siding and trim.		
Deck and understructure:		$15,000.00
Remove all deck boards to expose rim joist of building. Repair any		
structural lumber. Create new framing that would hold the deck off the		
building, allowing water to escape. Return boards to deck, replacing any		
rotted deck boards. Also replace any other rotted handrails and framing.		
Prep and paint all.		
Total:		$43,600.00

Opening Sealed Bid RFP 2021-019 Visitor Information Center Repairs

Date: 11/09/2021

Time: 4:12 pm

Staff Present:

Raul Herrera

April Jackson

Bids opened and received as follows:

Bluebonnet Remodeling - $43,600.00

Agenda Date:	December 13, 2021
To:	City Council
From:	Teresa Herrera, City Manager
Agenda Item:	Ordinance amending code to implement NETHD
Date Submitted:	

SUMMARY:

An ordinance amending Code to implement the NETPHD Interlocal Agreement to begin doing most of the public health services, except for mosquito control

RECOMMENDED ACTION:

Staff recommends approval of the ordinance.

CITY MANAGER APPROVAL:

Attachments

Ordinance

ORDINANCE NO._____

AN ORDINANCE AMENDING THE PALESTINE CITY CODE, CHAPTER 58 "HEALTH AND SANITATION", BY REMOVING MOST OF THE REGULATIONS SO THAT THEY WILL BE REPLACED BY THE ORDERS OF THE NORTHEAST TEXAS PUBLIC HEALTH DISTRICT WHICH WILL BEGIN TO ENFORCE ALL OF THESE REGULATIONS EXCEPT FOR MOSQUITO CONTROL WHICH WILL CONTINUE TO BE PROVIDED BY THE CITY, PROVIDING A SAVINGS CLAUSE AND SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Whereas, it is the intent of the Northeast Texas Public Health District and the City of Palestine to promote the public safety, safety, and welfare; and
Whereas, State law in the Texas Health and Safety Code, sec. 121.003, authorizes the Palestine City Council to enforce any law that is reasonably necessary to protect the public health; and
Whereas, the City of Palestine has neither a local health unit nor an organized local health department as defined by State law; and
Whereas, the City limits of Palestine is located within Anderson County and also within the service area of the Northeast Texas Public Health District; and
Whereas, State law in the Texas Government Code section 791.011(d) provides that a City and Public Health District are authorized to enter into Interlocal Agreements whereby one entity may provide public services for the other; and
Whereas, the Northeast Texas Public Health District is authorized in Sec. 791.003 (3)(D and (3) (N) of the Texas Government code to adopt substantive and procedural rules that are necessary and appropriate to promote and preserve the health and safety of the public, and which under the Interlocal Agreement will take the place of certain prior City of Palestine ordinances; and
Whereas, City Council desires that the Northeast Texas Public Health District take over responsibility for various public health services including setting fees for such services which shall be set by District Order,

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

PART 1. That the Palestine City Code Chapter 58 "HEALTH AND SANITATION", Articles I, II, IV, V., VI., and VII b See amended by removing them from the current Code and replacing those portions to refer to the Northeast Texas Public Health District to read as follows:

"Article I. In General
" Sec. 58-1 –58-25. Reserved. (Ord. No. _____, 12-13-2021)

Article II. Food and Food Establishments
Sec. 58-26. Food Establishment Rules. The City of Palestine hereby adopts and incorporates by reference the Rules and Orders of the Northeast Texas Public Health District as they currently

exist in Order 2016-4 or as they may be updated in accordance with Texas law. (Ord. No. _____, 12-13-2021)

Sec. 58-27 –105. Reserved.

…

Article IV. Rat Control

Sec. 58-131. The City of Palestine hereby adopts and incorporates by reference the Rules and Orders of the Northeast Texas Public Health District as they currently exist in Order _____ or as they may be updated in accordance with Texas law. (Ord. No. _____, 12-13-2021)

Sec. 58-132—155. Reserved.

Article V. Bat Control

Sec. 58-181. The City of Palestine hereby adopts and incorporates by reference the Rules and Orders of the Northeast Texas Public Health District as they currently exist in Order _____ or as they may be updated in accordance with Texas law. (Ord. No. _____, 12-13-2021)

Sec. 58-182—190. Reserved.

Article VI. Illegal Smoking Products

Sec. 58-191. The City of Palestine hereby adopts and incorporates by reference the Rules and Orders of the Northeast Texas Public Health District as they currently exist in Order _____ or as they may be updated in accordance with Texas law. (Ord. No. _____, 12-13-2021)

Sec. 58-192—197. Reserved.

Article VII. Pool and Spa Safety

Sec. 58-198. The City of Palestine hereby adopts and incorporates by reference the Rules and Orders of the Northeast Texas Public Health District as they currently exist in Order 2013-1 or as they may be updated in accordance with Texas law. (Ord. No. _____, 12-13-2021)

Sec. 58-199—209. Reserved."

PART. 2. That the Palestine City Code Chapter 58 "HEALTH AND SANITATION", Article III. "Mosquito Control" remain unchanged and will continue to be enforced by City of Palestine staff.

PART 3. CUMULATIVE AND SAVINGS CLAUSE

This ordinance shall be cumulative of all provisions of ordinances of the City of Palestine, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which event the conflicting provisions of the other ordinances are hereby repealed. However, all rights and remedies of the City of Palestine are expressly saved as to any and all violations of the provisions of the Palestine City Code or any other ordinances regulating weeds, grass, and uncultivated plants that 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

PART 4. SEVERABILITY CLAUSE

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

PART 5. EFFECTIVE DATE

This ordinance shall be in full force and effect from and after its passage and publication as required by law AND City Charter.

PASSED AND APPROVED this _____ day of December, 2021.

_____
Dana Goolsby, Mayor

ATTEST:

_____
April Jackson, City Secretary

APPROVED AS TO FORM:

_____
Gary Landers, City Attorney

Agenda Date:	December 13, 2021
To:	City Council
From:	Chris Mahoney, Accountant
Agenda Item:	Approval of invoices over 25K
Date Submitted:	12/08/2021

SUMMARY:

Current Purchasing policy requires City Council approval for expenditures over $25,000. The following expenditures have been reviewed and approved by Department Head(s) and City Manager:

1. Duplichain Contractors $49,680.00
2. Waste Connections $25,885.00
3. Anderson County Appraisal District $35,968.01
4. Mckinney & Moore of Texas $64,272.00
5. Enterprise FM Trust $26,664.46
6. KSA Engineers $26,376.00
7. Duplichain Contractors $44,915.60
8. Centralsquare Technologies $72,633.12
9. Texas Commission on Environmental Quality $29,878.45
10. Mcguffy Asphalt, Paving & Dirt $272,500.00
11. Mark A Thacker $36,640.00
12. Mcinnis Brothers Construction $240,113.42
13. Abilene Plumbing Supply $37,951.83
14. Abileline Plumbing Supply $108,566..08
15.

RECOMMENDED ACTION:

Review and approve invoices as presented.

CITY MANAGER APPROVAL:

Attachments

Invoices over 25K

Invoices over 25K

Invoices over 25K

City of Palestine - 504 North Queen Street - Palestine TX 75801 **199809**

01-02002 ** MCKINNEY & MOORE OF TEXAS LP ** 12/03/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/30/2021	21-772-1PR1C	20-04304	PALESTINE RAILROAD PARK	47,280.00
11/30/2021	21-772-1PR1W	20-04306	PALESTINE RAILROAD PARK	16,992.00

CHECK TOTAL 64,272.00

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

199809

DATE	AMOUNT
12/03/2021	$***64,272.00

VOID AFTER 90 DAYS

PAY ---- SIXTY FOUR THOUSAND TWO HUNDRED SEVENTY TWO & 00/100 DOLLARS ----

TO THE ORDER OF ** MCKINNEY & MOORE OF TEXAS LP **
105 NORTH GILLESPIE AVE
JACKSONVILLE, TX 75766

RUB RED IMAGE FADES WITH HEAT

199809

01-02002 ** MCKINNEY & MOORE OF TEXAS LP ** 12/03/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/30/2021	21-772-1PR1C	20-04304	PALESTINE RAILROAD PARK	47,280.00
11/30/2021	21-772-1PR1W	20-04306	PALESTINE RAILROAD PARK	16,992.00

** MCKINNEY & MOORE OF TEXAS LP **
105 NORTH GILLESPIE AVE
JACKSONVILLE, TX 75766

CHECK TOTAL 64,272.00

City of Palestine - 504 North Queen Street - Palestine TX 75801

McKinney & Moore of Texas,LP

INVOICE

105 N Gillespie Ave
Jacksonville, Texas 75766

Phone 903 586 3911 Fax 903 586 4789

DATE	INVOICE #
11/30/2021	21-772-1PR1C

Bill To:

City of Palestine
504 North Queen Street
Palestine, Texas 75801

DESCRIPTION	Quantity	Unit	Unit Price	AMOUNT
Palestine Railroad Park Right-of-Way Clearing RFP2021-018				
Mulching of Brush and Trees less than 20" Diameter to establish Access to 10,000 LF of Texas State Railroad Right-of-Way	30%	LS	$ 157,600.00	$ 47,280.00
Removed trash and abandon metal in Railroad Right-of-Way				
			TOTAL	$ 47,280.00

PAYMENT AUTHORIZATION
PO # 20-04304 Partial [X] Complete [ ]
Acct #: 610·5·110·7440. $ 47,280.00
Acct #: 012 $
Acct #: $
Describe: TREE REMOVAL
DPT DIR: : 11-29-21
FINC DIR: : 11/30/2001
CTY MNR: :

Questions concerning this Invoice please contact George McKinney.
Managing Partner
Phone 903-586-3911 Office
Mobile Phone 903-520-2925
or e-mail george@mckinneyandmoore.com

THANK YOU FOR YOUR BUSINESS!

City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04304 **Date:** 10/13/2021

Request # : 20-04378 **Vendor # :** 01-02002

ISSUED TO: MCKINNEY & MOORE OF TEXAS LP
105 NORTH GILLESPIE AVE
JACKSONVILLE, TX 75766

SHIP TO: WATER PLANT CITY OF PALESTINE
800 ACR 3722
PALESTINE, TX 75801
PLANT OPERATOR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	PALESTINE RAILROAD PARK PALESTINE RAILROAD PARK 2021-018	610-5-110-7440.012 RIGHT-OF-WAY CLEARING	034 RFP	0.00	157,600.00
					TOTAL	157,600.00

Teresa M. Herrera
CityManager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

City of Palestine – Requisition

Date 9/16/2021	**Requested By:** Jason Shelton	**Exempt From Bidding:**	McKinney & Moore of Texas, LP 105 North Gillespie Avenue Jacksonville, TX 75766 Phone: 903-586-3911	Athens Contractors, LLC PO Box 768 Athens, TX 75751 Phone: 903-804-8331	Duplichain Contractors, LLC PO Box 637 Alto, TX 75925 Phone: 936-858-4100
Ship To 1620 W. Palestine Palestine, TX 75801		☐ Emergency			
Order to be Replaced By: **Requestor**☒ **Purchasing Agent**☐ project 033		☐ Sole Source ☐ Interlocal Agreement ☒ Other (explain below)			
Account Number 610-5110-7440.012		RFP 2021-015			

Description	**Quantity/Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
Salt Works Road Waterline Replacement RFP 2021-015	1	1	$237,000.00	1	$224,360.00	1	$173,100.00
Shipping Charges							
		Total	$237,000.00	**Total**	$224,360.00	**Total**	$173,100.00

Awardee: Duplichain Contractors, LLC **Dept. Head Signature:** _____ **City Manager Signature:** Barrara 10/11/21

City of Palestine – Requisition

Date 9/16/2021	**Requested By:** Jason Shelton	**Exempt From Bidding:**	Timco Blasting and Coatings, Inc. 200 N. Main Street Bristow, OK 74010 Phone: 918-367-1700	Underground Construction Solutions 5535 Memorial Dr., #1212 Houston, TX 77007 Phone: 361-510-9263	
Ship To 1620 W. Palestine Palestine, TX 75801		☐ Emergency			
Order to be Replaced By: **Requestor**☒ **Purchasing Agent**☐		☐ Sole Source ☐ Interlocal Agreement ☒ Other (explain below)			
Account Number 610-5110-7440.012		RFP 2021-015			

Description	**Quantity/Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
Salt Works Road Waterline Replacement RFP 2021-015	1	1	$281,000.00	1	$178,600.00		
Shipping Charges							
		Total	$281,000.00	**Total**	$178,600.00	**Total**	

Awardee: Duplichain Contractors, LLC **Dept. Head Signature:** _____ **City Manager Signature:** _____

Welcome to our new Agendas & Minutes page. All future meeting agendas and minutes will be posted here. Over time, all historical agendas and minutes will be moved here. Until then, you can still find historical documents in the same place they are in now - see links in the left sidebar.

Notice of Public Meetings To Consider Possible Tax Abatement Agreement (/media/gn2dctl3/travel-center_tax-abatement-notice-of-potential-agreement-for-posting-120619.pdf)

City Council Work Session & Regular Meeting

Return to the Search Page

K.20.

Meeting Date: 09/27/2021
Submitted By: Lisa Phillips, Public Works Admin

SUMMARY:
Consider and consent awarding RFP 2021-015; Salt Works Road Waterline Replacement to Duplichain Contractors, LLC in the amount of $173,100.00. Duplichain Contractors, LLC placed the lower bid and have been a reliable contractor with other City of Palestine infrastructure projects.

RECOMMENDED ACTION:
Recommend consent to award RFP 2021-015; Salt Works Road Waterline Replacement to Duplichain Contractors, LLC.

CITY MANAGER APPROVAL:

GO TO PREVIOUS PAGE | GO TO THE TOP OF THE PAGE

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Communication

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Follow 9.2K Share

RAVE ALERTS (https://www.smart911.com/smart911/registration/registrationLanding.action?cdnExternalPath=)
Sign up to receive emergency notifications from the City with our new system Rave Alerts. (https://www.smart911.com/smart911/registration/registrationLanding.action?cdnExternalPath=)

City of Palestine

504 N. Queen Street
Palestine, TX 75801
Phone: (903) 731-8400

City Hall Office Hours
Mon-Thu: 8AM-5PM
Fri: 9AM - 5PM

Meeting Agendas & Minutes

City Council Agendas & Minutes (/government/city-council/meeting-portal/city-council-agendas-minutes/)

Meeting Agendas & Minutes (/government/city-council/meeting-portal/meeting-agendas-minutes/)

Historical Agendas & Minutes

June 1, 2021 Wolf Creek Lake Waterfall and Dam closed to the Public (/media/yl3nygjp/press-release-areas-of-wolf-creek-lake-closed

- **City Council Agendas & Minutes (/government/city-council/meeting-portal/city-council-agendas-minutes/)**

Boil Water Alert Rescinded: Fort Houston Edition from Variah Street to Harcrow Road due to water outage for waterline repairs ()

- **Airport Advisory Board (/government/city-council/boards-commissions/airport-advisory-board/)**
- **Building & Standards Commission (/government/city-council/boards-commissions/building-standards-commission/)**
- **Civil Service Commission (/government/city-council/boards-commissions/civil-service-commission/)**
- **Economic Development Corporation (/government/city-council/boards-commissions/palestine-economic-development-corporation/)**
- **Financial Oversight Advisory Committee (/government/city-council/boards-commissions/financial-oversight-advisory-committee/)**
- **Historic Landmarks Commission (/government/city-council/boards-commissions/historic-landmarks-commission/)**
- **Library Board (/government/city-council/boards-commissions/palestine-public-library-board/)**
- **Main Street Advisory Board (/government/city-council/boards-commissions/main-street-advisory-board/)**
- **Parks Advisory Board (/government/city-council/boards-commissions/parks-advisory-board/)**
- **Planning & Zoning Commission (/government/city-council/boards-commissions/planning-zoning-commission/)**
- **Real Estate Board (/government/city-council/boards-commissions/real-estate-board/)**
- **Tourism Advisory Board (/government/city-council/boards-commissions/tourism-advisory-board/)**
- **Zoning Board of Adjustments & Appeals (/government/city-council/boards-commissions/zoning-board-of-adjustments-appeals/)**

CITY OF PALESTINE – PUBLIC WORKS
TABULATION
SALT WORKS ROAD WATERLINE REPLACEMENT
RFP 2021-015

VENDOR	BID PROPOSAL	AWARDED
ATHENS CONTRACTORS, LLC PO BOX 768 ATHENS, TX 75751 PHONE: 903-804-8331	$224,360.00	
DUPLICHAIN CONTRACTORS, LLC 100 ELKHART RD./P.O. BOX 637 ALTO, TX 75925 PHONE: 936-858-4100	$173,100.00	DUPLICHAIN CONTRACTORS, LLC 100 ELKHART RD./P.O. BOX 637 ALTO, TX 75925 PHONE: 936-858-4100 $173,100.00
MCKINNEY & MOORE OF TEXAS, LP 105 NORTH GILLESPIE AVENUE JACKSONVILLE, TX 75766 PHONE: 903-586-3911	$237,000.00	
TIMCO BLASTING AND COATINGS, INC 200 N. MAIN STREET BRISTOW, OK 74010 PHONE: 918-367-1700	$281,000.00	
UNDERGROUND CONSTRUCTION SOLUTIONS 5535 MEMORIAL DR., #1212 HOUSTON, TX 77007 PHONE: 361-510-9263	$178,600.00	

Duplichain Contractors, LLC
100 Elkhart Rd./P. O. Box 637
Alto, Texas 75925
(936) 858-4100 * (936) 858-4789-Fax
jeff@duplichain.com

Request for Proposal
Quote

September 12, 2021

City of Palestine
504 N. Queen St.
Palestine, TX 75801
Attn: City Secretary's Office

Bid Date: September 13, 2021, 3:00pm

Re: Saltworks Rd. - Water Replacement

Labor and Equipment Only. All material provided by the City of Palestine.

1.	6in PVC Water Main in Pavement	3000 lf @ $20.00	$60,000.00
2.	6in PVC Water Main in Grass	2000 lf @ $15.00	$30,000.00
3.	10in Steel Cased Creek Cross	100 lf @ $100.00	$10,000.00
4.	6in Directional Bore Under Culvert	60 lf @ $60.00	$3,600.00
5.	1in Service to 3/4in Meter	30 ea @ $700.00	$21,000.00
6.	Fire Hydrant w/ Valve	4 ea @ $2,000.00	$8,000.00
7.	Abandon Old Line	5 ea @ $500.00	$2,500.00
8.	Saw Cut Asphalt Paving	3000 lf @ $5.00	$15,000.00
9.	Connect to Existing Water Main	5 ea @ $2,000.00	$10,000.00
10.	Gate Valve	13 ea @ $1,000.00	$13,000.00
		Saltworks Rd. Water Replacement Total:	$173,100.00

Not included:
Permits/fees
Density test
No imported bedding or backfill material
Any item not specifically mentioned in the quote.

Sincerely,

Jeff Duplichain

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Vickie Hooker, ACSR, CISR
GANS & SMITH INSURANCE AGENCY INC P.O Box 2869 Longview TX 75606	**PHONE (A/C, No, Ext):** (903) 757-4601 **FAX (A/C, No):** (903) 753-0782 **E-MAIL ADDRESS:** vhooker@gans-smith.com
INSURED	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
DUPLICHAIN CONTRACTORS LLC P O BOX 637 ALTO TX 75925-0637	**INSURER A :** Transportation Ins Co (CNA) 20494C **INSURER B :** Valley Forge Ins Co (CNA) 20508C **INSURER C :** Continental Insurance Company 35289C **INSURER D :** Texas Mutual Ins Co. 22945 **INSURER E :** Continental Casualty Co (CNA) 20443C **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			5091616609	04/22/2021	04/22/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liability-Limited	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BUA 5091616593	04/22/2021	04/22/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Theft Prevention	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUE 5091616562	04/22/2021	04/22/2022	Authority Charge EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001211297	04/22/2021	04/22/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Installation Floater			C 5091756157	04/22/2021	04/22/2022	Any one covered jobsite Any one Occurrence	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: City of Palestine, Saltworks Road Waterline Replacement The general liability & automobile policies includes a blanket automatic additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, automobile and Workers Compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability policy contains "Primary and noncontributory" wording. The policy includes an endorsement providing that 30 days' notice of cancellation [or coverage change] will be furnished to the certificate holder when required by a written contract.

CERTIFICATE HOLDER

City of Palestine
504 North Queen St
Palestine TX 75801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark L. Ramsey

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STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: September 13 2021

Bidder (Legal Name of Firm): Duplichain Contractors, LLC

Date Organized: June 1970

Address : 100 Elkhart St. / P.O. Box 637

: Alto, TX 75925

Date Incorporated June 1970

Federal ID Number: 75-1335955

Number of Years in contracting business under present name 51

List all other names under which your business has operated in the last 10 years:

N/A

Work Presently Under Contract:

Contract	Amount $	Completion Date
Attached.		

Type of work performed by your company: Utility construction

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Attached.

Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☒ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance): Project Amount $ Mo/Yr Completed

Attached.

Major equipment available for this contract: Excavator backhoe, trencher, loader

Are you in compliance with all applicable EEO requirements? ☒ Yes
☐ No (If no, please attach summary of details on a separate sheet.))

Bank References

Address: 617 E. Houston Ave. Contact Name: Jerry Pipes

City & State: Crockett, TX Zip: 75835 Phone Number: (936) 544-2181

Credit available: $ Mid 6 Digits

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes
☒ No (If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 13 day of September, 2021.

Signature

Jeff Duplichain, V.P.
Printed Name and Title

Duplichain Contractors, LLC
Company Name

Notary Statement:

Jeff Duplichain, being duly sworn, says that he/she is the Vice President of Duplichain Cont. (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested ~~County~~ City of Palestine in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 13 day of Sept., 2021. Notary Public

Kara Reagan
Signature

KARA REAGAN
My Notary ID # 129101247
Expires October 16, 2024

Kara Reagan
Printed Name

My Commission Expires: 10/16/24

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

DUPLICHAIN CONTRACTORS, LLC

COMPLETED JOBS

DATE	OWNER	JOB	CONTRACT
2016	ANRA-NAC	WASTEWATER SYSTEM EXPANSION	$4,525,068.79
2016	CITY OF NACOGDOCHES	WELL NO. 14	$216,442.89
2017	CITY OF DAWSON	CLARIFIER IMPROVEMENTS	$181,700.00
2017	CITY OF NACOGDOCHES	NORTH ST WATER LINE EXT.	$31,250.00
2017	CITY OF NACOGDOCHES	PARROTT DR. SEWER EXT	$29,150.00
2017	NESTLE WATERS	WASTE WATER PROJECT	$351,730.00
2017	RUSK EDC	INDUSTRIAL PARK IMP	$63,123.00
2017	CITY OF HUNTINGTON	SEWER & WATER IMP.	$37,625.00
2017	CITY OF DIBOLL	SEWER IMPROVEMENTS	$136,249.50
2017	CITY OF TEHUACANA	WATER SYSTEM IMP.	$220,689.30
2017	CITY OF PALESTINE	WWTP GRIT IMPROVEMENTS	$734,500.00
2017	CITY OF KILGORE	NW PRESSURE PLANE IMP.	$734,710.00
2017	CITY OF HUXLEY	WATER SYSTEM IMP.	$222,250.00
2017	CITY OF KENNARD	PRESSURE TANK & PIPING IMP	$158,395.00
2017	EAST TEXAS MUD/ SMITH CO.	SEWER IMPROVEMENTS	$561,467.00
2017	SOUTHERN UTILITIES	HIGH PUMP SERVICE STATION	$608,730.00
2018	TRI-COUNTY SUD	CHEMICAL FEED SYSTEM	$100,526.80
2018	EAST TEXAS MUD	TX BEST SMOKEHOUSE SEWER	$170,620.00
2018	GRAPELAND ISD	STORM DRAING	$143,930.00
2018	CONSOLIDATED WSC	PROPOSED PRESSURE TANK	$92,900.00
2018	CITY OF GRAPELAND	UTILITY IMPROVEMENTS	$799,528.00
2018	CENTRAL WCID	UTILITY IMPROVEMENTS	$457,438.00
2018	ANGELINA CO. FRESH WATER	WATER & SEWER IMP.	$69,328.75
2018	ALABAMA COUSHATTA	SEWER IMPROVEMENTS	$146,600.00
2018	CITY OF TEAGUE	WATERLINE PROJECT	$258,888.00
2018	CITY OF GLADEWATER	WATERLINE IMP.	$210,400.00
2018	CITY OF TIMPSON	WATER PLANT IMP.	$226,380.00
2018	CITY OF MINEOLA	UTILITY INFRASTRUCTURE IMP.	$605,975.90
2018	TRI COUNTY SUD	WATER PLANT #4 IMP.	$348,100.00
2018	DARLING INGREDIENTS	WWTP	$888,400.00
2019	CITY OF ALTO	WWTP IMPROVEMENTS	$214,440.00

2018	CROSS ROADS SUD	WATERLINES PROJECT	$965,815.00
2018	CITY OF RICHLAND	PLANT IMPROVEMETNS	$85,512.00
2018	CITY OF RICHLAND	DISTRIBUTION IMPROVEMENTS	$65,400.00
2018	CITY OF KOSSE	PLANT IMPROVEMENTS	$638,834.00
2019	CITY OF CROCKETT	WW SYSTEM IMPROVEMENTS	$196,455.00
2019	WODEN WSC	PLANT IMPROVEMENTS	$265,550.00
2019	CITY OF GLADEWATER	SEWER LINE IMPROVEMENTS	$125,468.00
2019	CITY OF CHANDLER	WATERLINE IMPROVEMENTS	$221,464.00
2019	CITY OF NEW SUMMERFIELD	WATERLINE IMP.	$299,968.06
2019	CITY OF GARRISON	SEWER IMPROVEMENTS	$12,700.00
2019	CITY OF GRAPELAND	WATER SYSTEM IMP.	$228,780.00
2019	CITY OF HENDERSON	WATER MAIN EXTENSION	$217,164.30
2020	BOYS & GIRLS CLUB OF ETX	SEWER EXTENSION	$15,360.00
2019	CITY OF LUFKIN	WWTP IMPROVEMENTS	$893,400.00
2019	MERCY SHIPS FOUNDATION	NEW WWTP	$376,215.00
2019	CITY OF CARTHAGE	SEWER IMPROVEMENTS	$299,471.40
2019	TRINITY COUNTY	WATER IMPROVEMENTS	$214,726.00
2019	PLEASANT SPRINGS WSC	PLANT SITE IMPROVEMENTS	$215,745.00
2019	CITY OF CHANDLER	WATER WELL WATERLINE	$90,986.00
2019	D&M WSC	PLANT REHABILITATION	$1,261,638.00
2019	CITY OF NACOGDOCHES	SEWER & WATER LINE IMP.	$412,195.00
2019	ANDERSON CO CREEK WSC	PLANT IMPROVEMENTS	$529,290.00
2020	NUCOR-VULCRAFT	STORM DRAIN, SEWER& WATER	$247,415.60
2020	CITY OF CENTER	SANITARY SEWER IMP.	$869,608.75
2020	CITY OF ATHENS	SEWER LINE EXT.	$201,307.50
2020	CEFCO – MT ENTERPRISE	SITE UTILITIES	$411,650.00
2020	ALTO ISD – NEW HS & GYM	SITE UTILITIES & DIRT WORK	$543,395.00
2020	SHELBY CO/ SAND HILL WSC	GWT PLANT	$199,600.00
2020	CITY OF NACOGDOCHES	DOWNTOWN SEWER REHAB	$688,535.00
2020	ANGELINA COUNTY WMC	LIFT STATION	$159,985.00
2020	CITY OF LOVELADY	WATER WELL NO. 4 PLANT	$165,390.00
2021	NACOGDOCHES CO/ ETOILE WSC	WATER PLANT IMP.	$187,220.00
2020	ETOILE WSC	TANK REPLACEMENT	$191,955.00
2020	CITY OF PALESTINE	HIGHLAND DR. SEWER REPL.	$88,320.00
2020	CITY OF PALESTINE	HIGHLAND DR. WATER REPL.	$91,230.00
2020	CITY OF NACOGDOCHES	WATERLINE REPLACEMENT	$203,932.00

JOBS IN PROGRESS

DATE	OWNER	JOB	CONTRACT
2020	CITY OF KILGORE	TRANSMISSION MAIN IMP	$1,487,390.50
2020	CRAFT-TURNEY WSC	NEW WATER WELL	$1,042,190.00
2020	LUFKIN ISD – MIDDLE SCHOOL	SITE UTILITIES	$378,900.00
2020	CITY OF PALESTINE	LAMAR ST. SEWER REPL.	$119,850.00
2020	CITY OF PALESTINE	LAMAR ST. WATER REPL.	$115,796.00
2021	CITY OF NACOGDOCHES	STORM SEWER REHAB	$317,155.00
2021	CEFCO – PALESTINE	SITE UTILITIES	$301,220.00
2021	TOWN OF BROADDUS	DISTRIBUTION SYSTEM IMP.	$525,222.60
2021	SODA WSC	PLANT IMPROVEMENTS	$213,700.00
2021	CITY OF MIDWAY	BOOSTER PLANT IMP.	$542,535.00
2021	BCY WSC	NEW GST	$398,000.00

DUPLICHAIN CONTRACTORS
SINCE 1970

Duplichain Contractors, LLC
100 Elkhart St./P. O. Box 637
Alto, Texas 75925
(936) 858-4100 * (936) 858-4789-Fax
kara@duplichain.com

Company Profile

Company Name:
Duplichain Contractors, LLC

Officer Email Addresses:
Greg Duplichain, President – gregd1948@gmail.com
Jeff Duplichain, Vice President – jeff@duplichain.com
Jason Duplichain, Vice President – jason@duplichain.com
Betty Duplichain, Secretary/Treasurer – dupco@consolidated.net

Physical Address:
100 Elkhart St.
Alto, TX 75925

Mailing Address:
P. O. Box 637
Alto, TX 75925

Phone Number:
(936) 858-4100

Fax Number:
(936) 858-4789

Officers & Duties:
- Greg Duplichain – bids jobs, construction manager of and inspects jobs
- Jeff Duplichain – bids jobs, billing for jobs, construction manager of and inspects jobs
- Jason Duplichain – administrative, insurance, bills, submittals, cost analysis, quarterly reports
- Betty Duplichain – administrative, secretarial, grant payroll reports

Primary Business:
Installation of water systems, water plants, wastewater systems, lift stations, & emergency generators in the East Texas area.

Company Background:
Duplichain Contractors, Inc. was formed by Herman Duplichain and his son, Greg Duplichain (SFA Class of 1970) in 1970. The primary function of the business was construction of custom homes. Herman retired in 1985 and Greg continued building custom homes until 1992. In 1992 the primary function of the business changed to utility construction. In 2001 Jeff Duplichain (SFA Class of 2001) entered the business as vice president of Duplichain Contractors, Inc. In 2003 Duplichain Contractors, Inc. changed from a corporation to a Limited Liability Partnership (LLP) becoming Duplichain Contractors, LLP. Jason Duplichain (SFA Class of 1993 and 1998) entered the business as a partner in 2004. On January 14, 2015, Duplichain Contractors converted from a LLP to a Limited Liability Company (LLC) officially becoming Duplichain Contractors, LLC.

Number of Years in Business:
51 years

Number of Employees:
40 employees

ATHENS CONTRACTORS, LLC
PO BOX 768
ATHENS, TX 75751 US
9038048331
office@athenstxcon.com

Estimate 1289

ADDRESS
CITY OF PALESTINE
FINANCE DEPT. ACCOUNTS PAYABLE
504 N. QUEEN ST.
PALESTINE, TEXAS 75801

SHIP TO
CITY OF PALESTINE
FINANCE DEPT. ACCOUNTS PAYABLE
504 N. QUEEN ST.
PALESTINE, TEXAS 75801

DATE	TOTAL	EXPIRATION DATE
09/10/2021	**$224,360.00**	03/10/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	MOBILIZATION	1	15,000.00	15,000.00
	INSTALL 12X6 INCH WET TAP	2	3,500.00	7,000.00
	INSTALL 6 INCH C900	5,000	16.00	80,000.00
	INSTALL STD 4 VF FIRE HYDRANT	4	4,800.00	19,200.00
	INSTALL 6X1 INCH METER SERVICE	30	1,200.00	36,000.00
	INSTALL 6 INCH GATE VALVE	13	1,100.00	14,300.00
	INSTALL 10 INCH BORE W/STEEL ENCASEMENT	100	92.00	9,200.00
	INSTALL 6 INCH DRIVEWAY BORE	630	42.00	26,460.00
	INSTALL 6 INCH CROSS	1	1,200.00	1,200.00
	HYDROVAC SERVICES FOR POTHOLING EXISTING UTILITIES	1	8,000.00	8,000.00
	CONNECT TO EXISTING	3	2,000.00	6,000.00
	KILL EXISTING MAIN	1	2,000.00	2,000.00

RFP 2021-015

SALTWORKS ROAD WATERLINE REPLACEMENT

TOTAL $224,360.00

THANK YOU.

Accepted By

Accepted Date

Athens Contractors LLC

PO BOX 768

ATHENS TX 75751

STATEMENT OF QUALIFICATIONS

COMPANY CONTACT INFORMATION

Scott McCurley	(903) 804-8331	Owner/Manager- scott@athenstxcon.com
Norma McCurley	(903) 681-6924	AP/AR/Invoicing- office@athenstxcon.com
Jason Crow	(430) 502-3740	Project Superintendent- jason@athenstxcon.com
Roger Haas	(903) 681-4685	Job Foreman

OFFICE LOCATION

7761 Ranch Road

Athens Tx 75751

(903) 670-1130

WATER/WASTEWATER UTILITIES EXPERIENCE FROM 1985 TO PRESENT

CONTRACTOR FOR THE FOLLOWING:

CITY OF PALESTINE, CITY OF ELKHART, CITY OF ATHENS, CITY OF GRAPELAND, CITY OF FAIRFIELD, CITY OF JACKSONVILLE, CITY OF CHANDLER

PROJECTS IN CITY OF PALESTINE AND GENERAL CONTRACTORS

LACY STREET WATER MAIN REPLACEMENT	MOORE DRIVE WATER MAIN RE-HAB
REAGAN STREET MANHOLE REPAIR	KOLSTAD STREET SEWER IMPROVEMENTS
WHATABURGER PALESTINE	MCDONALDS PALESTINE
CVS PHARMACY	CHILI'S PALESTINE
JOHN STREET DRAINAGE	CAROLINA STREET DRAINAGE
SYCAMORE STREET DRAINAGE	PALESTINE AVENUE DRAINAGE
FIRST STATE BANK PALESTINE	SHELBY SAVINGS BANK PALESTINE
PALESTINE FIRE HYDRANT REPLACE (85)	TEXAS STREET WATER MAIN
GILLESPIE ROAD SEWER MAIN	DONNIEBROOK STREET SEWER MAIN
PALESTINE CEMETERY SEWER MAIN REPAIR	WEST OAK 12 INCH WATER MAIN
NORTH JACKSON WATER LINE	WEST POINT TAP WATER LINE
WOLF CREEK/AIRPORT WATER MAIN	REAGAN STREET 14" SEWER MAIN
CROCKETT STREET DRAINAGE	HILLTOP STREET WATER MAIN TIE INS

CITY OF PALESTINE REFERENCES

Felipe Garcia

Jason Shelton

Mark Fletcher

BUSINESS REFERENCES

Randy Williams- City of Athens

Director of Utilities (214)693-4834

Athens TX

Jennifer McCoy- City of Elkhart

Mayor (214) 415-2748

Elkhart TX

John McClellan- Southwest Water/Monarch Utilities

Region Manager (214) 558-6127

Dallas, TX

Karl Klanke- Marabou Suprior Pipeline

Owner (713) 278-0600

Houston, TX

Nathan Herrington- Thrive Community Church

Pastor (903) 986-6283

Athens TX

Luke Odenthal- Acme Brick Corporation

Region Manager (903) 880-2014

Malakoff, TX

McKINNEY & MOORE

105 North Gillespie Ave.

Jacksonville, Texas 75766

Phone 903/586-3911 Fax 903/586-4789

QUOTATION
CITY OF PALESINE
504 NORTH QUEEN STREET
PALESTINE, TEXAS 75801
SALTWORKS ROAD WATERLINE REPLACEMEMT RFP 021-015

Our price for installation and placing in service water line replacement on Saltworks Rd. labor only is $ 237,000.00 with performance and one year maintenance bond.
Our price includes labor and equipment for street or driveway repair, or slick boring as on-site conditions dictate. City to provide HMAC, Base material (gravel) and concrete needed for these repairs.

Thanks

George G. McKinney

Cell No. 903-520-2925

CONTRACTOR'S QUALIFICATION STATEMENT
JULY 2020

FIRM	MCKINNEY & MOORE OF TEXAS, LP						
ADDRESS	105 N GILLESPIE AVE						
CITY	JACKSONVILLE		STATE	TEXAS		ZIP	75766
PHONE	(903)586-3911		FAX	(903)586-4789			
INDIVIDUAL		PARTNERSHIP	X		CORPORATION		

Incorporated under the laws of the State of **Texas** with principal place of business in **Jacksonville, Texas**.

PRINCIPALS IN FIRM AND YEARS EXPERIENCE IN CONSTRUCTION:

NAME	TITLE	PHONE	NO. OF YEARS
George G. McKinney	General Partner	(903)586-3911	50
Stan L. Martin	Office Manager	(903)586-3911	30

FIRM HISTORY: List firm history below including any other business names used.

From	2006	to	Present	Firm Name	McKinney & Moore of Texas, LP
From	1975	to	2005	Firm Name	McKinney & Moore, Inc.
From		to		Firm Name	
From		to		Firm Name	

Has firm, under it current or former name(s) every failed to complete a project, defaulted on a contract, or been engaged in litigation over a contract? X yes _____ no. If so, state particulars of most recent occurrence on separate sheet(s) and attach to this form.

The ligation with The City of Wolf City, from 2014 which was settled without a trail. .McKinney and Moore of Texas as contractor was a codefendant along with project Engineer, Equipment vendor and equipment design manufacturers.

CONSTRUCTION CAPABILITIES:

FIRM'S AVERAGE ANNUAL CONSTRUCTION VOLUME $ 750,000.00 Percentage of this volume by construction categories:

Electrical **10%**	Utility Lines **40%**	Earthwork **5%**	Other
Plumbing	Utility Plants **40%**	Site work **5%**	Other

EXEMPT FROM DISCLOSURE UNDER OPEN RECORDS ACT

FINANCIAL CAPABILITIES:

FINANCIAL INFORMATION SUMMARIZED BELOW WAS PREPARED BY:

ACCOUNTING FIRM	Connie H Nice, CPA, P.C.	Address	P O Box 1897
City	Jacksonville	State	Texas 75766
Prepared by (name):	Connie H Nice CPA, P.C.	Phone	(903) 541-0129

FINANCIAL STATEMENT SUMMARY: McKinney & Moore, of Texas -- December 2019

Current Assets	$159,503.58	Total Liabilities	$432,366.31
Fixed Assets	$377,100.32	Net Worth	$104,247.50
Total Assets	$536,613.90	Total Liab. & Net Worth	$536,613.90

BONDING REFERENCES: Indicate agency/surety through which bonding will be obtained.

AGENCY	Higginbotham	Address	500 West 13th Street
City	Fort Worth	State	Texas 76102
Phone	817-347-7045	Fax	817-347-6981
Agent's Name	Tracy Miller	Agent's Phone	817-347-7045
Name of Power of Attorney From Bond Company	Katie Rogers	Expiration Date	

BONDING COMPANY	Liberty Mutual	Address	2591 North Dallas Parkway, Suite 503
City	Fort Worth	State	Texas, 76012
Phone	817-347-7045	Fax	817-347-6981
Name of Representative	Tracy Miller	Phone	817-347-7045

BANKING REFERENCES:

BANK	AUSTIN BANK	Address	200 East Commerce St.
City	Jacksonville	State	Texas 75766
Bank Contact Name	Nathan Jones, Vice President	Phone	(903)586-541-2026
Checking Acct. Numbers	101106740		
Loan Acct Numbers			
CD/MM Acct. Numbers			

McKinney & Moore, Of Texas, LP.

105 N Gillespie Ave Jacksonville, Texas 75766
903/586-3911 Fax 903/586-4789

STATEMENT OF BIDDER'S QUALIFICATIONS

McKinney & Moore Inc was organized in 1975 in Texas and has been in business 45 years. The general character of work performed by MMI is heavy and utility construction. Effective January 1, 2006, we underwent a corporate reorganization and are now operating as McKinney & Moore of Texas, LP We have never failed to complete any work awarded to us and have never defaulted on a contract.

COMPLETED PROJECTS	CONTRACT AMOUNT	COMPLETION DATE	ENGINEER	ENGINEER PHONE NO.
City of Center – Tyson Road Sidewalks	21,752.00	2013	Everett Griffith, Jr. & Associates, Inc.	936-634-5528
Arrington Lumber- Remove & Replace Concrete Walls	42,000.00	2013	NA	903-586-4070
City of Overton-Sidewalks	172,214.34	2013	Wisenbaker, Fix & Associates	903-581-8141
TDCJ Holiday Unit - Replace Grease Trap	477,561.11	2013	TDCJ Facilities Division Engineering	936-437-7015
City of Palestine Phase IIB Sanitary Sewer Rehb	836,144.00	2014	Freese & Nichols, Inc.	817-735-2300
Ski Shores Café Sewer OSSF Replacement	136,750.00	2013	Travis Associates	512-295-5414
City of Commerce WWTP Enhancement	122,450.00	2013	Hayter Engineering	903-785-0303
City of Jacksonville Lake Shore Estates Sewer	73,004.30	2013	NA	903-586-3510
TDCJ Coffield – Replace Sewer Lines & MH	600,243.95	2014	TDCJ Facilities Division Engineering	936-437-7015
City of Overton Sewer Line Rehab	67,920.00	2013	NA	903-834-3171
City of Elkhart- Parker Street Downtown Rev	93,778.50	2014	KSA Engineers, Inc.	903-581-8141
City of Groveton Hurricane Ike/Dolly Recovery	274167.00	2014	KSA Engineers, Inc.	903-637-6061
City of Jacksonville- Catfish King Sewer Line	27,845.00	2013	NA	903-586-3510
WRL Bolter Middle School- Utilities & Storm Drainage	382,776.00	2015	Adams Engineering	903-324-8400
Angelina & Nacogdoches Counties WCD No. 1 Lake Striker Spillway Stop Log Impr	331,900.00	2016	Stokes & Associates	903-657-7558
Tank Builders – City of Emory Tank Foundation	70,615.00	2014	Hayter Engineering	903-785-0303
Trane- City of Palestine WWTP Rotor & Non Potable Water Impr	154,742.55	2015	Jones & Cater, Inc.	713-777-5337
City of Willis Point Street & Drainage Impr	71,271.00	2014	Schaumburg & Polk, Inc.	903-595-3913
City of Overton Asphalt Repairs Helen St	19,031.25	2014	NA	903-834-3171
Kaufman County FWSD No. 1A – Existing Waste Activated Sludge Tank Foundation Impr	77,995.00	2014	Brown & Gay Engineers	817-887-6130
J W Burgess Inc.-Alpine Meadows Sewer Lines	106,600.00	2015	NA	903-738-6745
AAA San, Inc. – Emerald MUD Water Sys Impr	1,259,592.22	2016	The Brannon Corporation	903-597-2122
Kaufman County FWSD No. 1A – Existing Waste Activated Sludge Tank Painting	14,340.00	2015	Brown & Gay Engineers	817-887-6130
Cherokee Painting- City of Diboll Tank Found	41,000.00	2015	NA	

AAA – Chatfield WSC –Water Lines Impr	183,154.40	2017	Everett Griffith, Jr. & Associates, Inc.	936-634-5528
AAA- City of Terrell Water & Sewer Impr	312,852.00	2017	Hayter Engineering	903-758-0303
AAA – ECCFWSD Tamarack Sewer Lines Impr	91,430.00	2016	KSA	972-542-2995
JW Burgess-Water Lines	38403.75	2017	NA	903-738-6745
Boone & Boone – Flint First Baptist Utilities	84,500.00	2018	Boone & Boone	903-839-2700
AAA- Bunny's HWY 14 Sewer Impr	91,331.07	2017	CAPCO	903-561-6657
City of Jefferson WWTP Clarifier Weir Impr	33,700.00	2017	NA	903-665-3922
AAA-Gladewater Housing Authority- Water Imp	45,650.31	2017	Schaumburg & Polk, Inc.	903-595-3913
AAA- City of Campbell Sewer Impr	190,344.59	2017	Schaumburg & Polk, Inc.	936-595-3913
AAA- City of Nacogdoches Sewer Impr	11,995.01	2018	Two Fifteen Consulting	936-569-0505
AAA- City of Tyler ATT Water & Sewer	10,000.00	2018	NA	903-675-3903
AAA –City of Brownsboro Sewer Replacement	38,501.50	2018	Velvin & Weeks	903-531-0131
AAA- City of Hawkins WWTP Clarifier Repairs	143,006.03	2018	KSA	903-581-8141
AAA- Kilgore Pentecost Rd Sewer Line	74,312.88	2018	City of Kilgore	903-988-4118
Sentry Construction- New ELS Bldg Water Line	11,220.00	2018	NA	903-595-5666
AAA- Josephine WWTP	461,622.50	2019	DBI Engineers	972-787-7777
AAA- Brookshire WTP RAW Water Pump Sta	143,825.32	2019	KSA	972-542-2995
TMCM Inc. Spring Hill ISD Baseball Complex	164,350.00	2019	NA	903-939-0240
AAA Coffield Clarifier Repair	42,750.00	2019	NA	903-593-5909
City of Quinlan WWTP & Lift Station Imprs	219,230.00	2019	Hayter Engineering	903-785-0303
Sentry Construction – Church of Christ Strom Dr	8,300.00	2019	NA	903-595-5666
City of Kaufman Fair Road Sewer Ext	107,750.00	2019	Freeman- Millican, Inc.	214-503-0555
Sand Flat WSC High Service Pump Station	397,600.00	2020	Hayes Engineering, Inc.	903-758-2010

Major Equipment

Atlas Capco 90	Komatsu PC35 MR-2 Excavator	Target Pro 35II C	Caterpillar 430 DIT	Komatsu WB140 Backhoe
Kubota KX71SR1T3 Excavator	Kubota LD2800 Tractor	Case 1845C Skid Steer	Spoil Vac SPV 500	

Credit Information

References:

Acme Machinery
7737 Hwy 271
Tyler, TS 75708
903-592-6569

Heath & Heath Hardware
1411 East Rusk
Jacksonville, TX 75766
903-586-8116

Martin Marietta Materials
P.O. Box 677061
Dallas, TX 75267-7061
972-647-6700

Underground Utility Supply
P O Box 8030
Longview, TX 75601-8030
903-757-2121

Bank Reference:

Austin Bank
P.O. Box 951
Jacksonville, TX 75766
903-586-2026
Contact: Nathan E. Jones, VP

Company Officers:

George G. McKinney, General Partner
Stan L. Martin, Office Manager

Qualifications & Experience

1 List the name and all addresses of location(s) of your firm. Which firm location will be used to provide waterline replacement on Saltworks Road?

- Timco Blasting and Coatings, Inc
  200 N. Main St.
  Bristow, OK 74010
  918-367-1700
  cniemann@timco-services.com

2 List all individuals and contact information for who would be providing services for this RFP.

- Chase Niemann - Timco
  (918) 902-4976
- Taylor Jolley - Timco
  (918) 344-0731
- Dusty Marnell - Turkey Creek
  (405) 821-6069

3 List your history (if any) in providing waterline replacement to the City of Palestine.

- N/A

4 Describe your involvement with municipalities or other governmental agencies that you have provided waterline replacement for. List any contact

- Please See Attachments

Water line replacement on Saltworks Rd. Labor only

REPLACEMENT OF OLD 3" CAST IRON WATER MAIN WITH 5,000 FEET OF 6'-INCH C900.	$ 200,000.00
INSTALL 30 EACH -ONE-INCH SERVICES, THEN REDUCE AT METER TO ¾-INCH	$ 36,000.00
INSTALL 4 FIRE HYDRANTS WITH VALVES AT MAIN	$ 9,200.00
KILL OUT OLD MAIN	$ 2,500.00
TIE NEW 6" C900 TO OLD LINES	$ 1,200.00
INSTALL 2 WET TAPS **6xl2 AC PIPE AND 6Xl0 AC PIPE**	$ 3,200.00
INSTALL 1--6" CROSS	$ 500.00
INSTALL 13 VALVES	$ 10,400.00
ONE CREEK CROSSING IN 100' l0"CASING UNDER DEEP CREEK	$ 18,000.00

Proposal Total	$ 281,000.00

TIMCBLA-01 DPATTERSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Darsi Patterson	
Laird & Walkingstick Insurance 1010 Manvel Avenue Chandler, OK 74834	PHONE (A/C, No, Ext): (405) 258-4280	FAX (A/C, No): (405) 240-5586
	E-MAIL ADDRESS: darsip@lw-ins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : National American Insurance Company	23663
INSURED	INSURER B : RLI Insurance Company	13056
Timco Blasting & Coatings, Inc 200 N Main Bristow, OK 74010	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			MP10160935	6/20/2021	6/20/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						POLLUTION	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			MP10160935	6/20/2021	6/20/2022	BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							H/C PHYS DAMAGE	$ 150,000
A	[ ] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB [ ] CLAIMS-MADE			MB47020935	6/20/2021	6/20/2022	AGGREGATE	$ 5,000,000
	[ ] DED [ ] RETENTION $						INCL POLLUTION	$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A		CW50690035	4/1/2021	4/1/2022	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Leased/Rented			ILM0703252	6/20/2021	6/20/2022	$500,000 per item	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

City of Palestine
504 North Queen Street
Palestine, TX 75801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Timco

Project Completion List - Pipeline and Heavy Construction Division

Client	Date	Location	Project Name	Project Description	Contact
City of Potosi, MO	05/21 - Present	Potosi, MO	2021 High Pressure Main Replacement	11.9 miles of 6" Steel Gas Pipeline	C. Lindsay Enloe, PE - President - USDI Phone: 618-277-1520 Email: lindsay@usdi.us
Southern Star Central Gas Pipeline	06/21 - Present	Kansas City, KS	Line DC - KC Loop Hydrotest	Installation and fabrication of 30" Launcher/Receivers, mainline valves and nitrogen testing 30 miles of 30"	Kyle Best - Project Manager Phone: 270-852-4479 Email: kyle.best@southernstar.com
ONEOK	04/21 - 06/21	Marshall, MO	Line 110 - Missouri River HDD	Replacement of approximately 2800 ft of 10" NGL pipeline via HDD under the Missouri River	Stockton Graham - Field Engineer Phone: 580-741-1013 Email: stockton.graham@oneok.com
Koch	01/21-04/21	Enid, OK	Enid Truck Rack - Underground Piping	Installation of 1,600 ft of 8" steel and 2" HDPE pipelines in the Koch Fertilizer Plant	Ryan Redd - Project Manager Phone: 580-237-4420 E-Mail: ryan.redd@kochind.com
Oklahoma Gas & Electric (OG&E)	21-Jan	Harrah, OK	Units 6, 7 and 8 Heavy Oil Line Removal	Removal of heavy oil piping from existing units inside the Horseshoe Power Plant	Dan Perry Phone: 405-206-4794
ONEOK	01/21 - Present	OK, KS, TX	2021 Integrity Program	Verificaiton/anomaly digs across the ONEOK pipeline system	Kyle Whitfield, Supervisor - Pipeline Integrity Email: kyle.whitfield@oneok.com Phone: 918-510-5456
Oklahoma Gas & Electric (OG&E)	12/20-01/21	Harrah, OK	Harrah Steam and Oil Demo	Demolition and Removal of 8 existing steam and oil lines and two storage tanks	Wade Gabbert Phone: 405-019-9996
ONEOK	11/20-12/20	Hobbs, NM	Cherry Creek Reversal Project	Two hot tap with stopples and bypass to install one (1) 12" mainline valve	Ronnie Ornelas Phone: 432-238-7982 Email: ronnie.ornelas@oneok.com
Koch	12/20 - 03/21	Enid, OK	Chemtreat Transition Project	Equipment installation for Chemtreat switch in the Koch Fertilizer Plant.	Michael Hammons Email: michael.hammons@kochind.com
US Army Corps	12/20 - Present	Muldrow, OK	Cherokee Chute Embankment	Installation of new dike and roadway to facilitate drainage of the Arkansas River.	Lindsey Byfield Email: Lindsey.M.Byfield@usace.army.mil Phone: 918-669-7070
SCALA Energy	10/20-11/20	Orla, TX	Huey State 24-2V Pipeline Project	3097 LF of 6" steel pipeline	Danny Hensley Phone: 505-325-7927 Email: dhensley@resourceproduction.com
SCALA Energy	10/20-11/20	Orla, TX	Norman State 14-1H Pipeline Project	1.5 miles of 8" steel	Danny Hensley Phone: 505-325-7927 Email: dhensley@resourceproduction.com
ONEOK	10/20-11/20	Bixby, OK	R900 to Line C - Interconnnect	Fabrication and installation of new meter station	Brett Allen - Engineer Email: Brett.Allen@oneok.com Phone: 918-849-0457
ONEOK	09/20-09/20	Iowa City, IA	Line 105 Pipeline Exposure HDD	Replacement of approximately 1,000 ft of 10" steel natural gas pipeline via HDD method.	Rusty Galliton - Engineer Email: Rusty.Galliton@oneok.com Phone: 580-741-0032
Kinder Morgan	06/20 - 07/20	Mccamey TX	CLPL Re-coats	Excavation and re-coating of 12 locations on the Cortez Pipeline near Mccamey, TX.	Kelly Harris - ILI Project Manager Email: Kelly_Harris@kindermorgan.com Phone: 713-420-7011
Kinder Morgan	02/20 - 04/20	Kermit, TX	2020 Snyder 10" Exposure Remediation Project	Repair of 55 exposed pipeline sites along the 10" Snyder crude oil pipeline. Project consists of excavation, coating removal, recoat (Denso 7200), backfill and restore)	Kelly Harris - ILI Project Manager Email: Kelly_Harris@kindermorgan.com Phone: 713-420-7011
ONEOK	01/20 - 02/20	Orla, TX	BANGL Meter Station	Meter station construction with a 12" on 30" hot tap	Scott Shirley - Construction Coordinator Email: w.shirley@oneok.com Phone: 432-557-9905
ONEOK	01/20 - 12/20	OK,KS,CO,TX,NE,WY	2020 Integrity Dig Program	Verification/Anomaly excavations across the ONEOK pipeline system, ranging in diameters from 4" to 30".	Kyle Whitfield, Supervisor - Pipeline Integrity Email: kyle.whitfield@oneok.com Phone: 918-510-5456
ONEOK	01/20 - 02/20	Medford, OK	Coahoma Pump Station Meter Skid Fabrication	Shop fabrication, hydrotesting and painting of one (1) 24" meter skid	Gus Crooch Operations Engineer Email: gustyn.crooch@oneok.com Phone: 918-588-7283
Kinder Morgan	12/19-01/19	Ozona, TX	West Aldwell Demobilization	Deconstruction/Demobilization of a Kinder Morgan treating amine plant	Andres Delao Email: andres_delao@kindermorgan.com Phone: 432-258-1679
Marathon Petroleum	12/19 - 01/19	Jal, NM	Valiant Pipeline	1.3 miles of 8" steel pipeline with launcher and receiver settings.	Micah Hammond Project Engineer Email: mhammond@marathonpetroleum.com Phone: 575-365-4178
Marathon Petroleum	12/19 - 01/19	Jal, NM	ICY Pipeline and CTB Station	Single pump CTB and 2,300 ft of 8" steel pipeline.	Micah Hammond Project Engineer Email: mhammond@marathonpetroleum.com Phone: 575-365-4178
ONEOK	12/19-01/19	Borger, TX	Canadian River HDD Replacement	3,000 ft HDD under the Canadian River to replace an existing 8" line (steel). Project also included hot taps, stopples and a bypass.	Jeff Biggerstaff Engineer Email: Jeff.biggerstaff@oneok.com Phone: 580-741-1143
Marathon Petroleum	11/19-12/19	Jal, NM	Taipan Pipeline	1.1 miles of 6" steel pipeline with launcher and receiver settings.	Micah Hammond Project Engineer Email: mhammond@marathonpetroleum.com Phone: 575-365-4178
ONEOK	10/19-04/20	Big Spring, TX	Coahoma Pump Station	Construction of a four (4) pump booster station consisting of complete civil and mechanical installation and approximately 3,000 ft of 24" suction/discharge piping.	Gus Crooch Operations Engineer Email: gustyn.crooch@oneok.com Phone: 918-588-7283

Marathon Petroleum	10/19-11/19	Jal, NM	Stonewall CTB Station	Single pump CTB Station	Micah Hammond Project Engineer Email: mhammond@marathonpetroleum.com Phone: 575-365-4178
Marathon Petroleum	10/2019 - 11/2019	Jal, NM	Greenwave CTB and Pipeline	Single pump CTB station as well as approximately 1.2 miles of 6" pipeline. Project also consisted of a 6x12" hot tap installation.	Micah Hammond Project Engineer Email: mhammond@marathonpetroleum.com Phone: 575-365-4178
Marathon Petroleum	09/2019-10/2019	Mentone, TX	Atlantis North CTB and Pipeline	Single pump CTB station as well as approximately 1,000 ft of 6" steel pipeline. Project also consisted of a 6x12" hot tap installation.	Micah Hammond Project Engineer Email: mhammond@marathonpetroleum.com Phone: 575-365-4178
Kinder Morgan	06/19 - Present	OK/TX/NM	Maintenance and Integrity	Ongoing maintenance of the Kinder Morgan assets in Oklahoma and Texas ranging from existing ROW maintenance and mowing to valve replacements, welding and painting.	Mark Mcguire Superintendent Email: mark_mcguire@kindermorgan.com Phone: 432-557-0970
ONEOK	09/2019-Present	OK/TX/NM	Maintenance and Integrity	Ongoing maintenance of the ONEOK assets in Oklahoma and Texas ranging from existing ROW maintenance and mowing to valve replacements, welding and painting.	Mike St. John Operations Manager - Permian NGL Email: Mike.stjohn@oneok.com Phone: 432-685-2406
Oasis Petroleum	10/1/2019	Bristow, OK	8" Launcher and Receiver Fabrication	Fabrication, hydrotesting, painting and delivery of one (1) 8" launcher and one (1) 8" receiver. Fabrication was completed in Bristow, OK and delivered to Wink, TX	Daniel Paschel, Project Manager Email: dpaschel@oasispetroleum.com Phone: 713-770-6538
ONEOK	07/2019-Present	KS, OK, TX	Integrity Investigation Program	Verification/Anomaly excavations across the ONEOK pipeline system, ranging in diameters from 4" to 30".	Kyle Whitfield, Supervisor - Pipeline Integrity Email: kyle.whitfield@oneok.com Phone: 918-510-5456
Oasis Petroleum	06/2019-Present	West Texas	Operational Maintenance	Ongoing maintenance of the Oasis Petroleum Permian assets. Project consists of right of way maintenance, pump replacements, pipe unloading and storage as well as general maintnenance needs.	Daniel Paschel, Project Manager Email: dpaschel@oasispetroleum.com Phone: 713-770-6538
Oasis Petroleum	06/2019 - 07/2019	Wink, TX	Tensleep to Sugarloaf	1.08 miles of 4" HDPE DR 11 pipeline. Also consisted of multiple pump installations and live tie-ins at SWD and tank battery locations.	Daniel Paschel, Project Manager Email: dpaschel@oasispetroleum.com Phone: 713-770-6538

J. CHASE NIEMANN

23630 South 369th West Ave., Bristow, OK 74010 · 918-902-4976
cniemann@timco-services.com · www.timco-services.com
Project Manager – Utility Division

NOTABLE PROJECTS (2021)

1. WATERLINES AND WATER TREATMENT PLANT STANDBY GENERATOR

- OWNER: CHEROKEE COUNTY RURAL WATER DISTRICT #11
- HUB PROJECT NO.: 18CHRWD11WTR
- LOCATION: CHEROKEE COUNTY, OK
- WORK DESCRIPTION AND HIGHLIGHTS:
  - 48,000 LF OF 4", 6" AND 8" DR 9 HDPE
  - 5,000 LF OF 4", 6" AND 8" BORES
  - SIXTY (60) SERVICE METER SETTINGS WITH TIE-OVER PIPING
  - SEVENTY-TWO (72) GATE VALVES W/BOX OF VARIOUS SIZES
  - FOURTY-FIVE (45) GRAVEL ROAD OPEN-CUT CROSSINGS
  - TWENTY (20) ASPHALT ROAD OPEN-CUT CROSSINGS
  - EIGHTEEN (18) AIR RELIEF VALVES
  - DISINFECTION AND TESTING

2. WASTEWATER TREATMENT LAGOONS

- OWNER: RIPLEY PUBLIC WORKS AUTHORITY
- LOCATION: RIPLEY, OK
- WORK DESCRIPTION AND HIGHLIGHTS
  - DRAINAGE OF ONE (1) LARGE LAGOON
  - REMOVAL OF SLUDGE
  - CONSTRUCTION OF THREE (3) LAGOONS WITH SYNTHETIC LINER
  - INSTALLATION OF REQUIRED YARD PIPING AND LIFT STATION INCLUDING ALL PUMPS, FITINGS INLET AND OUTLET STRUCTURES

3. STATE HWY 3 WATERLINE RELOCATION - MOUNT FORK PHASE 1

- OWNER: MCCURTAIN COUNTY RWD NO. 8
- LOCATION: BROKEN BOW, OK
- WORK DESCRIPTION AND HIGHLIGHTS
  - 24,000 LF OF 2",4", 8" AND 10" HDPE DR 17
    - NOTE: PROJECT BEGAN AS CLASS 200 PVC, HOWEVER DUE TO PRODUCT AVAILABILITY WAS CHANGED TO HDPE
  - 2,000+ LF OF 2", 4", 8" AND 10" BORES
  - SIX (6) ¾" LONG SIDE SERVICE INSTALLATIONS
  - SEVENTEEN (17) ¾" SHORT SIDE SERVICES
  - THREE (3) 2" BLOWOFF HYDRANTS
  - ONE (1) STANDARD FIRE HYDRANT INSTALL

- FOUR (4) – 2" MJ GATE VALVES INCLUDING VALVE BOX AND BLOCKING
- FOUR (4) – 4" MJ GATE VALVES INCLUDING VALVE BOX AND BLOCKING
- TWO (2) – 6" MJ GATE VALVES
- TEN (10) – 8" MJ GATE VALVES
- SIX (6) – 10" MJ GATE VALVES
- TWELVE (12) – 2" WATER MAIN TIE-INS
- THREE (3) – 3" WATER MAIN TIE-INS
- ONE (1) – 4" WATER MAIN TIE-INS
- TWO (2) 6" WATER MAIN TIE-INS
- FOUR (4) – 8" WATER MAIN TIE-INS
- ONE (1) – 10" WATER MAIN TIE-INS
- ONE (1) – 12" WATER MAIN TIE-INS
- DISINFECTION AND TESTING OF ALL LINES

4. STATE HWY 3 WATERLINE RELOCATION - MOUNT FORK PHASE 2

- OWNER: MCCURTAIN COUNTY RWD NO. 8
- LOCATION: BROKEN BOW, OK
- WORK DESCRIPTION AND HIGHLIGHTS
  - APPROX. 20,000 LF OF 2",4", 8" AND 10" HDPE DR 17
    - NOTE: PROJECT ALSO BEGAN AS CLASS 200 PVC, HOWEVER DUE TO PRODUCT AVAILABILITY WAS CHANGED TO HDPE
  - 3,000+ LF OF 2", 4", 8" AND 10" BORES
  - THIRTY (30) WATER METER ASSEMBLIES
  - TWENTY-SEVEN (27) SHORT SIDE SERVICES
  - FIVE (5) 2" BLOWOFF HYDRANTS WITH VAULT
  - ONE (1) STANDARD FIRE HYDRANT INSTALL
  - EIGHT (8) – 2" MJ GATE VALVES INCLUDING VALVE BOX AND BLOCKING
  - TWO (2) – 3" MJ GATE VALVES INCLUDING VALVE BOX AND BLOCKING
  - TWO (2) – 4" MJ GATE VALVES
  - FOUR (4) – 6" MJ GATE VALVES
  - NINE (9) – 10" MJ GATE VALVES
  - ONE (1) – 6" TAPPING SLEEVE AND VALVE
  - ONE (1) – 8" TAPPING SLEEVE AND VALVE
  - SIX (6) – 2" WATER MAIN TIE-INS
  - ONE (1) – 3" WATER MAIN TIE-INS
  - ONE (1) – 4" WATER MAIN TIE-INS
  - FIVE (5) - 6" WATER MAIN TIE-INS
  - DISINFECTION AND TESTING OF ALL LINES

5. WATER SERVICE LINE FOR CENTENNIAL FARMS

- OWNER: LOGAN COUNTY RWD NO. 1
- LOCATION: GUTHRIE, OK
- WORK DESCRIPTION AND HIGHLIGHTS
  - APPROX. 2,800 LF OF 8" WATERLINE (CLASS 200 PVC – ULTRABLUE)

        - NOTE: PROJECT ALSO ADDED ADDITIONAL 2,140 FT OF 8" (CLASS 200 ULTRA-BLUE)
    - 180 LF OF 16" STEEL BORE (CASING)
    - ONE (1) 2" POST-TYPE FLUSH HYDRANT
    - TWO (2) 8" PLUG
    - ONE I1) 12"X8" SERVICE TAP
    - ONE (1) 3" MASTER METER
    - FOUR (4) 1" AIR/VACUUM VALVE W/ BOX
    - TWO (2) 8" GATE VALVE W/ BOX
    - ONE (1) 8" TEE
    - 210 CY OF SAND BEDDING MATERIAL
    - DISINFECTION AND TESTING OF ALL LINES

6. EMERGENCY SEWER LINE REPLACEMENT

- OWNER: CITY OF LEXINGTON
- LOCATION: LEXINGTON, OK
- WORK DESCRIPTION AND HIGHLIGHTS
    - PIPE BURSTING OF 8" CONCRETE SEWER MAIN WITH 8" SDR 9 HDPE
    - SUPPLY AND SET 4'X12' MANHOLE AND TIE-IN
    - SUPPLY, SET AND TIE-IN 12 SERVICE LINES (INCLUDES 10 FEET OF 4" PER TAP)
    - EXCAVATED ROADWAY, CONCRETE SURFACE REPAIR

7. KIAMICHI DRIVE WATER LINE

- OWNER: CITY OF MCALESTER
- LOCATION: MCALESTER, OK
- WORK DESCRIPTION AND HIGHLIGHTS
    - 1,000 LF OF 16" C900 DR18 PVC GASKET JOINT BLUE PIPE
    - TWO (2) – 16" GATE VALVES
    - TWO (2) – 16" MAIN TIE IN
    - THREE (3) – 1" SHORT SERVICE SETTING
    - TWO (2) – RELOCATION OF EXISTING SERVICES
    - TWO (2) FIRE HYDRANT ASSEMBLIES
    - DISINFECTION AND TESTING

8. 2021 LA CROSSE WATER LINE IMPROVEMENTS (AWARDED – NOT COMPLETED)

- OWNER: CITY OF LA CROSSE
- LOCATION: LA CROSSE, KS
- WORK DESCRIPTION AND HIGHLIGHTS
    - 923 FT OF 6" C900 DR18 PVC PIPE
    - 282 LF 6" BORE WITH 12" STEEL CASING
    - 682 LF OF 6" BORE
    - 740 LF OF 6" C00 CERTA-LOK PIPE
    - FOURTEEN (14) – 6" GATE VALVES
    - ONE (1) 8" GATE VALVE
    - FIVE (5) WATERLINE ABANDONMENT

- SIX (6) – 6" GATE VALVE ABANDONMENT
- MULTIPLE SHORT AND LONG SERVICE LINES
- DISINFECTION AND TESTING

Underground Construction Solutions, LLC

Juan C. Zamora
PM/Owner

5535 Memorial Dr. #1212
Houston, TX 77007
361-510-9263
JC@ucshouston.com

Date:	9/13/2021
Content of Submittal:	proposal
Project Title:	RFP 2021-015
General Contractor:	Underground Construction Solutions
Manufacturer:	Various per specifications
Location of Install:	City of Palestine

Underground Construction Solutions, llc is pleased to provide the attached proposal for the Labor, Equipment, Supervision needed to complete the Saltworks Road Waterline Replacement per city of Palestine specifications.

Contractor: Underground Construction Solutions, llc

Signature:

Juan C. Zamora, PM/Owner

CONSTRUCTION PROPOSAL

Underground Construction Solutions, llc 5535 Memorial Dr. #1212 Houston, TX 77007

(361) 510-9263 jc@ucshouston.com

UCS

CUSTOMER
City of Palestine

ESTIMATE NO
913A

DATE
9/13/2021

ADDRESS
504 North Queen St.

CITY/STATE/ZIP
Palestine, TX 75801

PHONE
903-731-8423

E-MAIL
pwadmin@palestine-tx.org

PREPARED BY
Juan C. Zamora

PROJECT
Saltworks Road Waterline Replacement

ATTENTION
City Secretary

PROPOSED LENGTH OF PROJECT
100 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
5000	6" C900 in place	$25.00	**$125,000.00**
30	1" services, then reduced to 3/4" @ meter	$600.00	**$18,000.00**
4	Fire hydrant assemblies	$800.00	**$3,200.00**
1	Kill out old main-cut and plug only-NO GROUT	$1,400.00	**$1,400.00**
2	Tie New 6" C900 to old lines	$500.00	**$1,000.00**
2	TS&V on AC Lines a (6"X12" and 6"X10")	$4,000.00	**$8,000.00**
1	6" Cross	$500.00	**$500.00**
13	Valves	$500.00	**$6,500.00**
1	Creeck Crossing- 100' of 10" casing under Deep creek	$15,000.00	**$15,000.00**
	Bacterial testing included	$0.00	**$0.00**
	Pressure testing included---120PSI for 8 HRS	$0.00	**$0.00**
	Traffic Control Included	$0.00	**$0.00**
	Trench safety included	$0.00	**$0.00**
	Mobalization included--start date Jan 2022	$0.00	**$0.00**
	Sod restoration NOT included		**$0.00**
	swppp per city requirements		**$0.00**
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00
			$0.00

SUBTOTAL	**$178,600.00**
TAX RATE	**0.00%**
SALES TAX	**$0.00**
OTHER	
TOTAL	**$178,600.00**

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

All Material to be Provided by City of Palestine including PVC pipe, Valves, Fittings, Casing, Asphalt, bank sand, base, and stabalized sand as needed.
Hauling off site and disposal of spoils to be done by the city.
UCS is responsible in providind labor, Equipment, and Supervision in order to complete the above project

Sign Below to Accept Quote:

Authorized Rep Date

Qualifying: References/Contracts-UCS

	Name:	Project	Description	Contract size	Owner	Association	Title	Phone:	Email:	
1	Alfredo Amet P.E	Construction of lee road 12" WL Extension Job No.00142-0168-0	2" WL, wet connect, hydrants,blow o	$ 70,740.00	Harris Co. MUD #26	Jones Carter	Civil Engineer	281-795-0901		
2	Eli Hurtado	Trammel-Fresno Road Waterline Relocation	12" WL, wet connect, Bores, TS&V, valves,hydrants,blow offs	$ 306,966.00	Fort Bend Co. FWD No.1	EDP Water	Construction Manager	4966 Eli: 832-344-		
3	Julia Horie P.E	East Homeward Way, Re-used Waterlines for New Territory	2"-8" WL, wet connects,bores,open cut,valves, blowoffs, meters	$ 456,351.00	Fort Bend LID No. 7	Costello INC	Civil Engineer	713-783-7788	jhorie@costelloinc.com	
4	David Dybala P.E	Davis and West Davis Road Waterline Job No.: WHXH7519	8" WL, wet connects,bores, open cut,valves, hydrants	$ 166,638.00	Fort Bend Co. FWD No.1	Jacobs Engineering	Civil Engineer	281-983-2344		
5	Phillip Huseman P.E	City of Hempstead Waterline Replacement	12" WL HDPE/C900, valves, 20"-400lf steel casing under creek	$ 138,200.00	City of Hempstead	KSA Engineering	Civil Engineer	281-494-3252		
6	Cole Caraway P.E	Emergency Interconnect with La Porte	8" WL, wet connects,bores, open cut, Metering Vault	$ 62,076.00	City of Morgans Point	KSA Engineering	Civil Engineer	281-494-3252	ccaraway@ksaeng.com	2017
7	Jeffery W. Jones ATTN: Jessic Taylor	12" WL Improvements FM 1464 phase 1 from Bissonnet st. to Bellaire Blvd	7,000 LF of 12" WL-1,200LF of 20" casing	$ 677,605.00	Fort Bend Co. MUD#30	JA- Costanza	Inspector	281-930-9339	jwjones@jac-ce.com	
8	Matt Thonnes	Bridgeland Centerpoint Underground Conduits, Phase 13	2,000 LF of 4" conduits & 1,200 LF of 20" casing	$ 485,680.00	Bridgeland Development, LP	BGE	Inspector	772-233-0949	mthonnes@bgeinc.com	
9	Mike McClung P.E Hojin Lim P.E	WL Rehabilitation/Replacement for Blalock Rd., Flint Forest Ln., and Wendover Ln.	8" WL HDPE/C900, wet connects via trenchless	$ 406,381.00	City of Bunker Hill Village	RPS Klotz	Civil Engineer	281-589-7257	Mike.McClung@rpsgroup.com	2018
10	Kimberly Waddel	2018 WL Improvements Seabrook Project No.: 2018-308-1	12" WL, wet connect, bores, casing	$ 39,200.50	City of Seabrook	Cobbfendley	Civil Engineer	281-993-4953	kwaddell@cobbfendley.com	
11	Webb Pederson	Point Aquarius Sub--Section 1 Waterline Replacement-Phase III	2,850 LF of 8" WL C900,casing, valves, FH, trenchless	$ 272,700.00	Point Aquarious MUD	Huitt-Zollars, INC.	Inspector	281-813-3670	wpederson@huitt-zollars.com	
12	Ricky Bourque	Bayshore Park waterline Relocation	1,400 LF of 6" WL via trenchless	$ 130,372.00	City of La Porte	Shaumburg&Polk,INC	Civil Engineer	281-920-0487	rbourque@spi-eng.com	
13	Bobby Nagel	Phase 3C Reclaimed water Distribution	5,500 LF of 4"&6" PVC via trenchless	$ 367,275.00	Southern Montgomery Co. MU	Cobbfendley/LTRA	Civil Engineer	713-859-9528	bnagel@ltraengineers.com	
14	Jaime Salinas P.E	Waterline extension Along Wallisville Rd. Phase II	2,419 Lf of 12" WL via renchless with 20" casing	$ 377,172.00	Harris Co. MUD #53	Huitt-Zollars, INC.	Civil Engineer	281-496-0066	jsalinas@huitt-zollars.com	2019
15	Levi Love	PineWood Drive WaterLine Extension	1,400 - 6" WL, wet connects, bores, open cut, Meters	$ 61,925.00	Chateau Woods MUD	L Squared Engineering	Civil Engineer	936-647-0420	levi@l2engineering.com	
16	Edwin Lloyd	Street, Drainage, and Water Line Improvements for Warrenton Dr, Klits Dr, and Valley Star Dr.	3,800 LF of 8" WL, wet connects, bores, open cut, DIP, Meter connections	$ 379,248.00	Bunker Hill Village	Bunker Hill Village	Inspector	281-660-8737	elloyd@lsa-engineers.com	
17	Stephen Mobley	2018 Water Improvements TXCDBG Contract No. 7218189	2,740 Lf of 6" WL, Wet connects, meters, FH	$ 235,500.00	Hallettsville TX	~~TRC Companies~~ Garver	Civil Engineer	512-689-6415	~~Smobley@TRCcompanies.com~~ sjmobley@garver.com	
18	David Sheblak	2019 Water Distribution System Improvements TXCDBG Contract 7218090	7,000 LF of 6" WL, FH, Services,	$ 468,129.00	Columbus TX	John D. Mercer	Civil Engineer	361-782-7121	dsheb@jdmercer.com	
19	Ryan Craig Vogler	8" forcemain to serve Breckenridge west Within Timberlane Utility District	1800 LF of 8" DR18 sanitary sewer forcemain	$ 123,530.00	Spring, TX	Van De Wiele & Vogler, Inc	Civil Engineer	713-782-0042	rvogler@vandewiele-eng.com	2020
20	William Ragner	Katy Gap Waterline Extension	1,500 LF of 8" WLC900, access roads, 24" RCP C-76	$ 148,664.00	Katy, TX	Van De Wiele & Vogler, Inc	Civil Engineer	713-782-0043	WRegner@vandewiele-eng.com	
21	Tory Miller	Sam Houston Ave. & Ave. J Waterline Replacement	Approx 1,000 Lf of 12" & 8" WL	$ 156,105.00	Huntsville, TX	McClure &Browne Engineering/Surveying, INC	Civil Engineer	979-693-3838	torym@mcclurebrowne.com	
22	Steven Robertson	2018-2019 Miscellaneous Waterline Replacement	Approx 2,500 Lf of 12" & 8" WL	$ 358,862.00	Huntsville, TX	LightPoint Consulting Eng.	Civil Engineer	713-614-9097	steven@spetexas.com	
23	Jaime Salinas P.E	PAMUD-Point Aquarius Subdivision Section 1 Waterline Replacement Phase IV	Approx 2,000 LF of 8" WL	$ 207,142.00	Willis, TX	Huitt-Zollars, INC.	Civil Engineer	832-350-2323	jsalinas@huitt-zollars.com	
24	Doug Bradford	Glen Cove 14-Inch Force Main on FM 2094 Project	Approx 3,000 LF of 14" SS Forcemain, 24" Cassing	$ 652,595.00	League City,TX	Arkk Engineers	Civil Engineer	832-498-3183	doug.bradford@arkkengineers.com	
25	Lance Hale	12" PVC WL off I-45 Feeder (Private job)	approx 750 Lf of 12" WL infront of Ron carter Dealer	$ 110,000.00	Friendswood	Freeman	Owner representative	816-695-5783		2021
26	Shanna O'hara	Briarcreek Water Main Relocation	Approx 500 Lf of 8" WL	$ 78,726.00	Spring,TX	Vogler & Spencer Eng.	Civil Inspector	713-7820042	Sohara@vs-eng.com	
26	Halle Wise	Bank				Wells Fargo	Bank Manager	713-209-6342		
27	Jesus Leon	Supplier	Main Supplier			HD Supply/Core&Main	Sales Manager	713-672-1472	Jesus.Leon@coreandmain.com	
28	Tim Kirk	Surety	bonds			American Surety		281-256-3830	timklrk7@comcast.net	

Client#: 57832 UNDERCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christine Blum	
The Nitsche Group 708 Sul Ross Street Houston, TX 77006	PHONE (A/C, No, Ext): 713-522-6956	FAX (A/C, No): 713-522-5543
	E-MAIL ADDRESS: ChristineB@TheNitscheGroup.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : State Automobile Mutual Insurance Co.	25135
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Underground Construction Solutions, LLC
5535 Memorial Dr, Ste 1212
Houston, TX 77007

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			ENS0007080	06/25/2021	06/25/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			10029674CA	06/25/2021	06/25/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			XNS0007711	06/25/2021	06/25/2022	EACH OCCURRENCE	$2,000,000
	X EXCESS LIAB CLAIMS-MADE			"Follows Form"			AGGREGATE	$2,000,000
	DED X RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			0002032505	06/25/2021	06/25/2022	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A			TX Employees Only			E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Contractors Pollution Liability			ENS0007080	06/25/2021	06/25/2022	$1,000,000 Per Occur. Subject to GL Gen. Agg.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RJ. Nitsche

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DESCRIPTIONS (Continued from Page 1)

Liability, Auto Liability and Workers Compensation as per policy provisions when required by written contract. GL Form #CG 20 10 10 01, CG 20 37 10 01, ENS-40 09 15, BA Form #BA 30 00 12 15, and WC Form #WC 42 03 04 B 06 14 attached. As per policy provisions, the General Liability policy contains an endorsement with primary wording, ENS-44 01 17. The General Liability, Auto Liability, and Workers Compensation policies to be endorsed to include a 30 Day Notice of Cancellation endorsement providing 30 days advance notice if the policy is canceled by the company other than for non payment of premium or direct cancellation by named Insured as per policy provisions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: As required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: As required by written contract.
Location And Description of Completed Operations: All Locations
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

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 □

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
ENS0007080	06/25/2021	Underground Construction Solutions, LLC.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY—OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE FORM

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

AUTHORIZED REPRESENTATIVE DATE

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SCOTTSDALE INSURANCE COMPANY®

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
ENS0007080	06/25/2021	Underground Construction Solutions, LLC.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization: As required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV—Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

AUTHORIZED REPRESENTATIVE DATE

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A. ADDITIONAL INSURED – AUTOMATIC STATUS

Item A.1.c. of SECTION II –COVERED AUTOS LIABILITY COVERAGE,WHO IS AN INSURED is deleted and replaced with the following:

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

The following paragraph is added to SECTION II –A.1. WHO IS AN INSURED:

d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

(1) any organization 180 days or more after its acquisition or formation; or
(2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is

Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a $100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a $1,000 deductible will apply for the "loss".

V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE

Paragraph b. 7.5.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

Anywhere in the world if a covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 6/25/21 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002032505 of Texas Mutual Insurance Company effective on 6/25/21

Issued to: UNDERGROUND CONSTRUCTION SOLUTIONS, LLC

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

6/22/21

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

McKinney & Moore of Texas,LP

105 N Gillespie Ave
Jacksonville, Texas 75766

Phone 903 586 3911 Fax 903 586 4789

INVOICE

DATE	INVOICE #
11/30/2021	21-772-1PR1W

Bill To:

City of Palestine
504 North Queen Street
Palestine, Texas 75801

DESCRIPTION	Quantity	Unit	Unit Price	AMOUNT
Palestine Railroad Park Waterline Replacement RFP 2021-017				
Work Done to locate Existing Line 12" AC Line for future connection to new 6" C900 line at Loop 256 and Texas State Railroad ROW. Establish location of Existing Utilities on 10,000 LF of Texas State Railroad ROW between Loop 256 and Texas State Railroad ParkTerminal. Establish location of existing Service Lines at Railroad Terminal and Baze Chemical for future connection to New 6" C900 water line.	9%	LS	$ 188,800.00	$ 16,992.00
			TOTAL	$ 16,992.00

PAYMENT AUTHORIZATION
PO # 20-04306 Partial [X] Complete [ ]
Acct #: 610·5·110· 7440. $ 16,992.00
Acct #: 012 $
Acct #: $
Describe: LOCATE EXISTING LINES
PKT DIR: [ ]: 11-29-21
FNC DIR: [ ]: 11/30/21
CITY MNR: [ ]:

Questions concerning this Invoice please contact George McKinney.
Managing Partner
Phone 903-586-3911 Office
Mobile Phone 903-520-2925
or e-mail george@mckinneyandmoore.com

THANK YOU FOR YOUR BUSINESS!

City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04306 **Date:** 10/13/2021

Request # : 20-04380 **Vendor # :** 01-02002

ISSUED TO: MCKINNEY & MOORE OF TEXAS LP
105 NORTH GILLESPIE AVE
JACKSONVILLE, TX 75766

SHIP TO: WATER PLANT CITY OF PALESTINE
800 ACR 3722
PALESTINE, TX 75801
PLANT OPERATOR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	PALESTINE RAILROAD PARK PALESTINE RAILROAD PARK 2021-017	610-5-110-7440.012 WATERLINE REPLACEMENT	034 RFP	0.00	188,800.00
					TOTAL	188,800.00

Rosa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

02002

City of Palestine – Requisition

Page 1

Date 9/16/2021	**Requested By:** Jason Shelton	**Exempt From Bidding:**	McKinney & Moore of Texas, LP 105 North Gillespie Avenue Jacksonville, TX 75766 Phone: 903-586-3911	Athens Contractors, LLC PO Box 768 Athens, TX 75751 Phone: 903-804-8331	Duplichain Contractors, LLC PO Box 637 Alto, TX 75925 Phone: 936-858-4100
Ship To 1620 W. Palestine Palestine, TX 75801		☐ Emergency			
Order to be Replaced By: **Requestor**☒ **Purchasing Agent**☐ project 034		☐ Sole Source ☐ Interlocal Agreement ☒ Other (explain below)			
Account Number 610-5110-7440.012		RFP 2021-017			

Description	**Quantity/Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
Palestine Railroad Park Waterline Replacement RFP 2021-017	1	1	$188,800.00	1	$323,100.00	1	$213,500.00
Shipping Charges							
		Total	$188,800.00	**Total**	$323,100.00	**Total**	$213,500.00

Awardee: McKinney & Moore of Texas, LP **Dept. Head Signature:** _____ **City Manager Signature:** J Herrera 10/11/21

City of Palestine – Requisition

Date 9/16/2021	**Requested By**: Jason Shelton	**Exempt From Bidding:** ☐ Emergency ☐ Sole Source ☐ Interlocal Agreement ☒ Other (explain below) RFP 2021-017	Murphy Pipeline Contractors, LLC 12235 New Berlin Rd Jacksonville, FL 32226 Phone: 904-764-6887	Underground Construction Solutions 5535 Memorial Dr., #1212 Houston, TX 77007 Phone: 361-510-9263	
Ship To 1620 W. Palestine Palestine, TX 75801					
Order to be Replaced By: **Requestor**☒ **Purchasing Agent**☐					
Account Number 610-5110-7440.012					

Description	**Quantity/Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
Palestine Railroad Park Waterline Replacement RFP 2021-017	1	1	$211,000.00	1	$232,150.00		
Shipping Charges							
		Total	$211,000.00	**Total**	$232,150.00	**Total**	

Awardee: McKinney & Moore of Texas, LP **Dept. Head Signature:** _____ **City Manager Signature:** _____

Welcome to our new Agendas & Minutes page. All future meeting agendas and minutes will be posted here. Over time, all historical agendas and minutes will be moved here. Until the you can still find historical documents in the same place they are in now - see links in the left sidebar.

Notice of Public Meetings To Consider Possible Tax Abatement Agreement (/media/gn2dctl3/travel-center_tax-abatement-notice-of-potential-agreement-for-posting-120619.pdf)

City Council Work Session & Regular Meeting

Return to the Search Page

Meeting Date: 09/27/2021
Submitted By: Lisa Phillips, Public Works Admin

K.18.

SUMMARY:
Consider and consent awarding RFP 2021-017; Palestine Railroad Park Waterline Replacement to McKinney and Moore, Texas, LP in the amount of $188,800.00. McKinney and Moore Texas, LP placed the lower bid.

RECOMMENDED ACTION:
Recommend consent to award RFP 2021-017; Palestine Railroad Park Waterline Replacement to McKinney and Moore, Texas, LP.

CITY MANAGER APPROVAL:

GO TO PREVIOUS PAGE | GO TO THE TOP OF THE PAGE

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City of Palestine

504 N. Queen Street
Palestine, TX 75801
Phone: (903) 731-8400

City Hall Office Hours
Mon-Thu: 8AM-5PM
Fri: 9AM - 5PM

Meeting Agendas & Minutes

ity Council Agendas & Minutes (/government/city-council/meeting-portal/city-council-agendas-minutes/)

leeting Agendas & Minutes (/government/city-council/meeting-portal/meeting-agendas-minutes/)

listorical Agendas & Minutes

- **City Council Agendas & Minutes (/government/city-council/meeting-portal/city-council-agendas-minutes/)**
- **Airport Advisory Board (/government/city-council/boards-commissions/airport-advisory-board/)**
- **Building & Standards Commission (/government/city-council/boards-commissions/building-standards-commission/)**
- **Civil Service Commission (/government/city-council/boards-commissions/civil-service-commission/)**
- **Economic Development Corporation (/government/city-council/boards-commissions/palestine-economic-development-corporation/)**
- **Financial Oversight Advisory Committee (/government/city-council/boards-commissions/financial-oversight-advisory-committee/)**
- **Historic Landmarks Commission (/government/city-council/boards-commissions/historic-landmarks-commission/)**
- **Library Board (/government/city-council/boards-commissions/palestine-public-library-board/)**
- **Main Street Advisory Board (/government/city-council/boards-commissions/main-street-advisory-board/)**
- **Parks Advisory Board (/government/city-council/boards-commissions/parks-advisory-board/)**
- **Planning & Zoning Commission (/government/city-council/boards-commissions/planning-zoning-commission/)**
- **Real Estate Board (/government/city-council/boards-commissions/real-estate-board/)**
- **Tourism Advisory Board (/government/city-council/boards-commissions/tourism-advisory-board/)**
- **Zoning Board of Adjustments & Appeals (/government/city-council/boards-commissions/zoning-board-of-adjustments-appeals/)**

June 1, 2021 Wolf Creek Lake Waterfall and Dam closed to the Public (/media/yl3nygip/press-release-areas-of-wolf-creek-lake-closed

Boil Water Alert Rescinded: Fort Houston Edition from Variah Street to Harrow Road due to water outage for waterline repairs ()

CITY OF PALESTINE – PUBLIC WORKS
TABULATION
PALESTINE RAILROAD PARK WATERLINE REPLACEMENT
RFP 2021-017

VENDOR	BID PROPOSAL	AWARDED
ATHENS CONTRACTORS, LLC PO BOX 768 ATHENS, TX 75751 PHONE: 903-804-8331	$323,100.00	
DUPLICHAIN CONTRACTORS, LLC 100 ELKHART RD./P.O. BOX 637 ALTO, TX 75925 PHONE: 936-858-4100	$213,500.00	
MCKINNEY & MOORE OF TEXAS, LP 105 NORTH GILLESPIE AVENUE JACKSONVILLE, TX 75766 PHONE: 903-586-3911	$188,800.00	MCKINNEY & MOORE OF TEXAS, LP 105 NORTH GILLESPIE AVENUE JACKSONVILLE, TX 75766 PHONE: 903-586-3911 $188,800.00
MURPHY PIPELINE CONTRACTORS, LLC 12235 NEW BERLIN ROAD JACKSONVILLE, FL 32226 PHONE: 904-764-6887	$211,000.00	
UNDERGROUND CONSTRUCTION SOLUTIONS 5535 MEMORIAL DR., #1212 HOUSTON, TX 77007 PHONE: 361-510-9263	$232,150.00	

McKINNEY & MOORE

105 North Gillespie Ave.
Jacksonville, Texas 75766

Phone 903/586-3911 Fax 903/586-4789

QUOTATION
CITY OF PALESINE
504 NORTH QUEEN STREET
PALESTINE, TEXAS 75801
PALESTINE RAILROAD PARK WATERLINE REPLACEMEMT RFP 021-017

Our price for installation, testing and placing in service water line replacement on Railroad and Base Chemical water line labor only is $ 188,800.00 with performance and one year maintenance bond.
Our price is based on ROW being cleared prior to this work.

Thanks

George G. McKinney

Cell No. 903-520-2925

CONTRACTOR'S QUALIFICATION STATEMENT
JULY 2020

FIRM	MCKINNEY & MOORE OF TEXAS, LP				
ADDRESS	105 N GILLESPIE AVE				
CITY	JACKSONVILLE	STATE	TEXAS	ZIP	75766
PHONE	(903)586-3911	FAX	(903)586-4789		
INDIVIDUAL		PARTNERSHIP	X	CORPORATION	

Incorporated under the laws of the State of **Texas** with principal place of business in **Jacksonville, Texas**.

PRINCIPALS IN FIRM AND YEARS EXPERIENCE IN CONSTRUCTION:

NAME	TITLE	PHONE	NO. OF YEARS
George G. McKinney	General Partner	(903)586-3911	50
Stan L. Martin	Office Manager	(903)586-3911	30

FIRM HISTORY: List firm history below including any other business names used.

From	2006	to	Present	Firm Name	McKinney & Moore of Texas, LP
From	1975	to	2005	Firm Name	McKinney & Moore, Inc.
From		to		Firm Name	
From		to		Firm Name	

Has firm, under it current or former name(s) every failed to complete a project, defaulted on a contract, or been engaged in litigation over a contract? __X__ yes _____ no. If so, state particulars of most recent occurrence on separate sheet(s) and attach to this form.

The ligation with The City of Wolf City, from 2014 which was settled without a trail. .McKinney and Moore of Texas as contractor was a codefendant along with project Engineer, Equipment vendor and equipment design manufacturers.

CONSTRUCTION CAPABILITIES:

FIRM'S AVERAGE ANNUAL CONSTRUCTION VOLUME $ 750,000.00 Percentage of this volume by construction categories:

Electrical **10%**	Utility Lines **40%**	Earthwork **5%**	Other
Plumbing	Utility Plants **40%**	Site work **5%**	Other

EXEMPT FROM DISCLOSURE UNDER OPEN RECORDS ACT

FINANCIAL CAPABILITIES:

FINANCIAL INFORMATION SUMMARIZED BELOW WAS PREPARED BY:

ACCOUNTING FIRM	Connie H Nice, CPA, P.C.	Address	P O Box 1897
City	Jacksonville	State	Texas 75766
Prepared by (name):	Connie H Nice CPA, P.C.	Phone	(903) 541-0129

FINANCIAL STATEMENT SUMMARY: McKinney & Moore, of Texas -- December 2019

Current Assets	$159,503.58	Total Liabilities	$432,366.31
Fixed Assets	$377,100.32	Net Worth	$104,247.50
Total Assets	$536,613.90	Total Liab. & Net Worth	$536,613.90

BONDING REFERENCES: Indicate agency/surety through which bonding will be obtained.

AGENCY	Higginbotham	Address	500 West 13th Street
City	Fort Worth	State	Texas 76102
Phone	817-347-7045	Fax	817-347-6981
Agent's Name	Tracy Miller	Agent's Phone	817-347-7045
Name of Power of Attorney From Bond Company	Katie Rogers	Expiration Date	

BONDING COMPANY	Liberty Mutual	Address	2591 North Dallas Parkway, Suite 503
City	Fort Worth	State	Texas, 76012
Phone	817-347-7045	Fax	817-347-6981
Name of Representative	Tracy Miller	Phone	817-347-7045

BANKING REFERENCES:

BANK	AUSTIN BANK	Address	200 East Commerce St.
City	Jacksonville	State	Texas 75766
Bank Contact Name	Nathan Jones, Vice President	Phone	(903)586-541-2026
Checking Acct. Numbers	101106740		
Loan Acct Numbers			
CD/MM Acct. Numbers			

McKinney & Moore, Of Texas, LP.

105 N Gillespie Ave Jacksonville, Texas 75766
903/586-3911 Fax 903/586-4789

STATEMENT OF BIDDER'S QUALIFICATIONS

McKinney & Moore Inc was organized in 1975 in Texas and has been in business 45 years. The general character of work performed by MMI is heavy and utility construction. Effective January 1, 2006, we underwent a corporate reorganization and are now operating as McKinney & Moore of Texas, LP We have never failed to complete any work awarded to us and have never defaulted on a contract.

COMPLETED PROJECTS	CONTRACT AMOUNT	COMPLETION DATE	ENGINEER	ENGINEER PHONE NO.
City of Center – Tyson Road Sidewalks	21,752.00	2013	Everett Griffith, Jr. & Associates, Inc.	936-634-5528
Arrington Lumber- Remove & Replace Concrete Walls	42,000.00	2013	NA	903-586-4070
City of Overton-Sidewalks	172,214.34	2013	Wisenbaker, Fix & Associates	903-581-8141
TDCJ Holiday Unit - Replace Grease Trap	477,561.11	2013	TDCJ Facilities Division Engineering	936-437-7015
City of Palestine Phase IIB Sanitary Sewer Rehb	836,144.00	2014	Freese & Nichols, Inc.	817-735-2300
Ski Shores Café Sewer OSSF Replacement	136,750.00	2013	Travis Associates	512-295-5414
City of Commerce WWTP Enhancement	122,450.00	2013	Hayter Engineering	903-785-0303
City of Jacksonville Lake Shore Estates Sewer	73,004.30	2013	NA	903-586-3510
TDCJ Coffield – Replace Sewer Lines & MH	600,243.95	2014	TDCJ Facilities Division Engineering	936-437-7015
City of Overton Sewer Line Rehab	67,920.00	2013	NA	903-834-3171
City of Elkhart- Parker Street Downtown Rev	93,778.50	2014	KSA Engineers, Inc.	903-581-8141
City of Groveton Hurricane Ike/Dolly Recovery	274167.00	2014	KSA Engineers, Inc.	903-637-6061
City of Jacksonville- Catfish King Sewer Line	27,845.00	2013	NA	903-586-3510
WRL Bolter Middle School- Utilities & Storm Drainage	382,776.00	2015	Adams Engineering	903-324-8400
Angelina & Nacogdoches Counties WCD No. 1 Lake Striker Spillway Stop Log Impr	331,900.00	2016	Stokes & Associates	903-657-7558
Tank Builders – City of Emory Tank Foundation	70,615.00	2014	Hayter Engineering	903-785-0303
Trane- City of Palestine WWTP Rotor & Non Potable Water Impr	154,742.55	2015	Jones & Cater, Inc.	713-777-5337
City of Willis Point Street & Drainage Impr	71,271.00	2014	Schaumburg & Polk, Inc.	903-595-3913
City of Overton Asphalt Repairs Helen St	19,031.25	2014	NA	903-834-3171
Kaufman County FWSD No. 1A – Existing Waste Activated Sludge Tank Foundation Impr	77,995.00	2014	Brown & Gay Engineers	817-887-6130
J W Burgess Inc.-Alpine Meadows Sewer Lines	106,600.00	2015	NA	903-738-6745
AAA San, Inc. – Emerald MUD Water Sys Impr	1,259,592.22	2016	The Brannon Corporation	903-597-2122
Kaufman County FWSD No. 1A – Existing Waste Activated Sludge Tank Painting	14,340.00	2015	Brown & Gay Engineers	817-887-6130
Cherokee Painting- City of Diboll Tank Found	41,000.00	2015	NA	

AAA – Chatfield WSC –Water Lines Impr	183,154.40	2017	Everett Griffith, Jr. & Associates, Inc.	936-634-5528
AAA- City of Terrell Water & Sewer Impr	312,852.00	2017	Hayter Engineering	903-758-0303
AAA – ECCFWSD Tamarack Sewer Lines Impr	91,430.00	2016	KSA	972-542-2995
JW Burgess-Water Lines	38403.75	2017	NA	903-738-6745
Boone & Boone – Flint First Baptist Utilities	84,500.00	2018	Boone & Boone	903-839-2700
AAA- Bunny's HWY 14 Sewer Impr	91,331.07	2017	CAPCO	903-561-6657
City of Jefferson WWTP Clarifier Weir Impr	33,700.00	2017	NA	903-665-3922
AAA-Gladewater Housing Authority- Water Imp	45,650.31	2017	Schaumburg & Polk, Inc.	903-595-3913
AAA- City of Campbell Sewer Impr	190,344.59	2017	Schaumburg & Polk, Inc.	936-595-3913
AAA- City of Nacogdoches Sewer Impr	11,995.01	2018	Two Fifteen Consulting	936-569-0505
AAA- City of Tyler ATT Water & Sewer	10,000.00	2018	NA	903-675-3903
AAA –City of Brownsboro Sewer Replacement	38,501.50	2018	Velvin & Weeks	903-531-0131
AAA- City of Hawkins WWTP Clarifier Repairs	143,006.03	2018	KSA	903-581-8141
AAA- Kilgore Pentecost Rd Sewer Line	74,312.88	2018	City of Kilgore	903-988-4118
Sentry Construction- New ELS Bldg Water Line	11,220.00	2018	NA	903-595-5666
AAA- Josephine WWTP	461,622.50	2019	DBI Engineers	972-787-7777
AAA- Brookshire WTP RAW Water Pump Sta	143,825.32	2019	KSA	972-542-2995
TMCM Inc. Spring Hill ISD Baseball Complex	164,350.00	2019	NA	903-939-0240
AAA Coffield Clarifier Repair	42,750.00	2019	NA	903-593-5909
City of Quinlan WWTP & Lift Station Imprs	219,230.00	2019	Hayter Engineering	903-785-0303
Sentry Construction – Church of Christ Strom Dr	8,300.00	2019	NA	903-595-5666
City of Kaufman Fair Road Sewer Ext	107,750.00	2019	Freeman- Millican, Inc.	214-503-0555
Sand Flat WSC High Service Pump Station	397,600.00	2020	Hayes Engineering, Inc.	903-758-2010

Major Equipment

Atlas Capco 90	Komatsu PC35 MR-2 Excavator	Target Pro 35II C	Caterpillar 430 DIT	Komatsu WB140 Backhoe
Kubota KX71SR1T3 Excavator	Kubota LD2800 Tractor	Case 1845C Skid Steer	Spoil Vac SPV 500	

Credit Information

References:

Acme Machinery
7737 Hwy 271
Tyler, TS 75708
903-592-6569

Heath & Heath Hardware
1411 East Rusk
Jacksonville, TX 75766
903-586-8116

Martin Marietta Materials
P.O. Box 677061
Dallas, TX 75267-7061
972-647-6700

Underground Utility Supply
P O Box 8030
Longview, TX 75601-8030
903-757-2121

Bank Reference:

Austin Bank
P.O. Box 951
Jacksonville, TX 75766
903-586-2026
Contact: Nathan E. Jones, VP

Company Officers:

George G. McKinney, General Partner
Stan L. Martin, Office Manager

ATHENS CONTRACTORS, LLC
PO BOX 768
ATHENS, TX 75751 US
9038048331
office@athenstxcon.com

Estimate 1288

ADDRESS
CITY OF PALESTINE
FINANCE DEPT. ACCOUNTS PAYABLE
504 N. QUEEN ST.
PALESTINE, TEXAS 75801

SHIP TO
CITY OF PALESTINE
FINANCE DEPT. ACCOUNTS PAYABLE
504 N. QUEEN ST.
PALESTINE, TEXAS 75801

DATE	TOTAL	EXPIRATION DATE
09/10/2021	**$323,100.00**	03/10/2022

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	MOBILIZATION	1	25,000.00	25,000.00
	INSTALL 12X6 INCH WET TAP	1	3,500.00	3,500.00
	INSTALL 6 INCH C900 WATER LINE	8,900	19.00	169,100.00
	INSTALL 10 INCH BORE W/STEEL ENCASEMENT	100	92.00	9,200.00
	INSTALL 6 INCH BORE IN WET AREA OR CREEK	1,000	52.00	52,000.00
	INSTALL 4 INCH METER AND VAULT	1	4,500.00	4,500.00
	INSTALL 2 INCH METER	1	1,500.00	1,500.00
	INSTALL 6 INCH GATE VALVE	9	1,200.00	10,800.00
	CONNECT TO EXISTING LINES	2	2,500.00	5,000.00
	INSTALL 2 INCH AUTOMATIC FLUSH VALVE	1	2,000.00	2,000.00
	INSTALL STD 4 VF FIRE HYDRANT	3	4,500.00	13,500.00
	HYDRO-VAC SERVICES FOR POTHOLING EXISTING UTILITIES	1	15,000.00	15,000.00
	DIGGING/TRUCK MAT	1	12,000.00	12,000.00

RFP 2021-017

PALESTINE RAILROAD PARK WATERLINE REPLACEMENT

EROSION CONTROL WILL BE AT AN ADDITIONAL COST IF NECESSARY

TOTAL $323,100.00

THANK YOU.

Duplichain Contractors, LLC
100 Elkhart Rd./P. O. Box 637
Alto, Texas 75925
(936) 858-4100 * (936) 858-4789-Fax
jeff@duplichain.com

Request for Proposal
Quote

September 12, 2021

City of Palestine
504 N. Queen St.
Palestine, TX 75801
Attn: City Secretary's Office

Bid Date: September 13, 2021, 3:00pm

Re: Palestine Railroad Park - Water Replacement

Labor and Equipment Only. All material provided by the City of Palestine.

1.	6in PVC Water Main	11,000 lf @ $15.00	$165,000.00
2.	4in Meter w/ Vault	1 ea @ $4,000.00	$4,000.00
3.	2in Meter	1 ea @ $2,000.00	$2,000.00
4.	2in Auto Flush Valve	1 ea @ $1,500.00	$1,500.00
5.	Fire Hydrant w/ Valve	3 ea @ $2,000.00	$6,000.00
6.	Abandon Old Line	3 ea @ $500.00	$1,500.00
7.	10in Steel Casing Bore	100 lf @ $80.00	$8,000.00
8.	Creek Crossing	3 ea @ $3,500.00	$10,500.00
9.	Connect to Existing Water Main	3 ea @ $2,000.00	$6,000.00
10.	Gate Valve	9 ea @ $1,000.00	$9,000.00
		Railroad Park Water Replacement Total:	$213,500.00

Not included:
Permits/fees
Density test
No imported bedding or backfill material
Any item not specifically mentioned in the quote.

Sincerely,

Jeff Duplichain

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	**CONTACT NAME:** Vickie Hooker, ACSR, CISR
GANS & SMITH INSURANCE AGENCY INC	**PHONE (A/C, No, Ext):** (903) 757-4601 **FAX (A/C, No):** (903) 753-0782
P.O Box 2869	**E-MAIL ADDRESS:** vhooker@gans-smith.com
Longview TX 75606	
INSURED	
DUPLICHAIN CONTRACTORS LLC	
P O BOX 637	
ALTO TX 75925-0637	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Transportation Ins Co (CNA)	20494C
INSURER B :	Valley Forge Ins Co (CNA)	20508C
INSURER C :	Continental Insurance Company	35289C
INSURER D :	Texas Mutual Ins Co.	22945
INSURER E :	Continental Casualty Co (CNA)	20443C
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 2021-2022 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			5091616609	04/22/2021	04/22/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liability-Limited	$ 1,000,000 $ 100,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BUA 5091616593	04/22/2021	04/22/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Theft Prevention	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			CUE 5091616562	04/22/2021	04/22/2022	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001211297	04/22/2021	04/22/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Installation Floater			C 5091756157	04/22/2021	04/22/2022	Any one covered jobsite Any one Occurrence	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: City of Palestine, Palestine Railroad Park Waterline Replacement The general liability & automobile policies includes a blanket automatic additional insured endorsement provision that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability, automobile and Workers Compensation policies includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. The General Liability policy contains "Primary and noncontributory" wording. The policy includes an endorsement providing that 30 days' notice of cancellation [or coverage change] will be furnished to the certificate holder when required by a written contract.

CERTIFICATE HOLDER

City of Palestine
504 North Queen St
Palestine TX 75801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Mark A. Ramsey

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STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: September 13 2021

Bidder (Legal Name of Firm): Duplichain Contractors, LLC

Date Organized: June 1970

Address : 100 Elkhart St. / P.O. Box 637

: Alto, TX 75925

Date Incorporated June 1970

Federal ID Number: 75-1335955

Number of Years in contracting business under present name 51

List all other names under which your business has operated in the last 10 years:

N/A

Work Presently Under Contract:

Contract	Amount $	Completion Date
Attached.		

Type of work performed by your company: Utility construction

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

Attached.

Have you ever failed to complete any work awarded to you? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? ☐ Yes ☒ No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? ☐ Yes ☒ No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance): Project Amount $ Mo/Yr Completed

Attached.

Major equipment available for this contract: Excavator backhoe, trencher, loader

Are you in compliance with all applicable EEO requirements? ☒ Yes
☐ No (If no, please attach summary of details on a separate sheet.))

Bank References

Address: 617 E. Houston Ave. Contact Name: Jerry Pipes

City & State: Crockett, TX Zip: 75835 Phone Number: (936) 544-2181

Credit available: $ Mid 6 Digits

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? ☐ Yes
☒ No (If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 13 day of September, 2021.

Signature

Jeff Duplichain, V.P.
Printed Name and Title

Duplichain Contractors, LLC
Company Name

Notary Statement:

Jeff Duplichain, being duly sworn, says that he/she is the Vice President of Duplichain Cont. (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested ~~County~~ City of Palestine in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 13 day of Sept., 2021. Notary Public

Kara Reagan
Signature

KARA REAGAN
My Notary ID # 129101247
Expires October 16, 2024

Kara Reagan
Printed Name

My Commission Expires: 10/16/24

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

DUPLICHAIN CONTRACTORS, LLC

COMPLETED JOBS

DATE	OWNER	JOB	CONTRACT
2016	ANRA-NAC	WASTEWATER SYSTEM EXPANSION	$4,525,068.79
2016	CITY OF NACOGDOCHES	WELL NO. 14	$216,442.89
2017	CITY OF DAWSON	CLARIFIER IMPROVEMENTS	$181,700.00
2017	CITY OF NACOGDOCHES	NORTH ST WATER LINE EXT.	$31,250.00
2017	CITY OF NACOGDOCHES	PARROTT DR. SEWER EXT	$29,150.00
2017	NESTLE WATERS	WASTE WATER PROJECT	$351,730.00
2017	RUSK EDC	INDUSTRIAL PARK IMP	$63,123.00
2017	CITY OF HUNTINGTON	SEWER & WATER IMP.	$37,625.00
2017	CITY OF DIBOLL	SEWER IMPROVEMENTS	$136,249.50
2017	CITY OF TEHUACANA	WATER SYSTEM IMP.	$220,689.30
2017	CITY OF PALESTINE	WWTP GRIT IMPROVEMENTS	$734,500.00
2017	CITY OF KILGORE	NW PRESSURE PLANE IMP.	$734,710.00
2017	CITY OF HUXLEY	WATER SYSTEM IMP.	$222,250.00
2017	CITY OF KENNARD	PRESSURE TANK & PIPING IMP	$158,395.00
2017	EAST TEXAS MUD/ SMITH CO.	SEWER IMPROVEMENTS	$561,467.00
2017	SOUTHERN UTILITIES	HIGH PUMP SERVICE STATION	$608,730.00
2018	TRI-COUNTY SUD	CHEMICAL FEED SYSTEM	$100,526.80
2018	EAST TEXAS MUD	TX BEST SMOKEHOUSE SEWER	$170,620.00
2018	GRAPELAND ISD	STORM DRAING	$143,930.00
2018	CONSOLIDATED WSC	PROPOSED PRESSURE TANK	$92,900.00
2018	CITY OF GRAPELAND	UTILITY IMPROVEMENTS	$799,528.00
2018	CENTRAL WCID	UTILITY IMPROVEMENTS	$457,438.00
2018	ANGELINA CO. FRESH WATER	WATER & SEWER IMP.	$69,328.75
2018	ALABAMA COUSHATTA	SEWER IMPROVEMENTS	$146,600.00
2018	CITY OF TEAGUE	WATERLINE PROJECT	$258,888.00
2018	CITY OF GLADEWATER	WATERLINE IMP.	$210,400.00
2018	CITY OF TIMPSON	WATER PLANT IMP.	$226,380.00
2018	CITY OF MINEOLA	UTILITY INFRASTRUCTURE IMP.	$605,975.90
2018	TRI COUNTY SUD	WATER PLANT #4 IMP.	$348,100.00
2018	DARLING INGREDIENTS	WWTP	$888,400.00
2019	CITY OF ALTO	WWTP IMPROVEMENTS	$214,440.00

2018	CROSS ROADS SUD	WATERLINES PROJECT	$965,815.00
2018	CITY OF RICHLAND	PLANT IMPROVEMETNS	$85,512.00
2018	CITY OF RICHLAND	DISTRIBUTION IMPROVEMENTS	$65,400.00
2018	CITY OF KOSSE	PLANT IMPROVEMENTS	$638,834.00
2019	CITY OF CROCKETT	WW SYSTEM IMPROVEMENTS	$196,455.00
2019	WODEN WSC	PLANT IMPROVEMENTS	$265,550.00
2019	CITY OF GLADEWATER	SEWER LINE IMPROVEMENTS	$125,468.00
2019	CITY OF CHANDLER	WATERLINE IMPROVEMENTS	$221,464.00
2019	CITY OF NEW SUMMERFIELD	WATERLINE IMP.	$299,968.06
2019	CITY OF GARRISON	SEWER IMPROVEMENTS	$12,700.00
2019	CITY OF GRAPELAND	WATER SYSTEM IMP.	$228,780.00
2019	CITY OF HENDERSON	WATER MAIN EXTENSION	$217,164.30
2020	BOYS & GIRLS CLUB OF ETX	SEWER EXTENSION	$15,360.00
2019	CITY OF LUFKIN	WWTP IMPROVEMENTS	$893,400.00
2019	MERCY SHIPS FOUNDATION	NEW WWTP	$376,215.00
2019	CITY OF CARTHAGE	SEWER IMPROVEMENTS	$299,471.40
2019	TRINITY COUNTY	WATER IMPROVEMENTS	$214,726.00
2019	PLEASANT SPRINGS WSC	PLANT SITE IMPROVEMENTS	$215,745.00
2019	CITY OF CHANDLER	WATER WELL WATERLINE	$90,986.00
2019	D&M WSC	PLANT REHABILITATION	$1,261,638.00
2019	CITY OF NACOGDOCHES	SEWER & WATER LINE IMP.	$412,195.00
2019	ANDERSON CO CREEK WSC	PLANT IMPROVEMENTS	$529,290.00
2020	NUCOR-VULCRAFT	STORM DRAIN, SEWER& WATER	$247,415.60
2020	CITY OF CENTER	SANITARY SEWER IMP.	$869,608.75
2020	CITY OF ATHENS	SEWER LINE EXT.	$201,307.50
2020	CEFCO – MT ENTERPRISE	SITE UTILITIES	$411,650.00
2020	ALTO ISD – NEW HS & GYM	SITE UTILITIES & DIRT WORK	$543,395.00
2020	SHELBY CO/ SAND HILL WSC	GWT PLANT	$199,600.00
2020	CITY OF NACOGDOCHES	DOWNTOWN SEWER REHAB	$688,535.00
2020	ANGELINA COUNTY WMC	LIFT STATION	$159,985.00
2020	CITY OF LOVELADY	WATER WELL NO. 4 PLANT	$165,390.00
2021	NACOGDOCHES CO/ ETOILE WSC	WATER PLANT IMP.	$187,220.00
2020	ETOILE WSC	TANK REPLACEMENT	$191,955.00
2020	CITY OF PALESTINE	HIGHLAND DR. SEWER REPL.	$88,320.00
2020	CITY OF PALESTINE	HIGHLAND DR. WATER REPL.	$91,230.00
2020	CITY OF NACOGDOCHES	WATERLINE REPLACEMENT	$203,932.00

JOBS IN PROGRESS

DATE	OWNER	JOB	CONTRACT
2020	CITY OF KILGORE	TRANSMISSION MAIN IMP	$1,487,390.50
2020	CRAFT-TURNEY WSC	NEW WATER WELL	$1,042,190.00
2020	LUFKIN ISD – MIDDLE SCHOOL	SITE UTILITIES	$378,900.00
2020	CITY OF PALESTINE	LAMAR ST. SEWER REPL.	$119,850.00
2020	CITY OF PALESTINE	LAMAR ST. WATER REPL.	$115,796.00
2021	CITY OF NACOGDOCHES	STORM SEWER REHAB	$317,155.00
2021	CEFCO – PALESTINE	SITE UTILITIES	$301,220.00
2021	TOWN OF BROADDUS	DISTRIBUTION SYSTEM IMP.	$525,222.60
2021	SODA WSC	PLANT IMPROVEMENTS	$213,700.00
2021	CITY OF MIDWAY	BOOSTER PLANT IMP.	$542,535.00
2021	BCY WSC	NEW GST	$398,000.00

DUPLICHAIN CONTRACTORS
SINCE 1970

Duplichain Contractors, LLC
100 Elkhart St./P. O. Box 637
Alto, Texas 75925
(936) 858-4100 * (936) 858-4789-Fax
kara@duplichain.com

Company Profile

Company Name:
Duplichain Contractors, LLC

Officer Email Addresses:
Greg Duplichain, President – gregd1948@gmail.com
Jeff Duplichain, Vice President – jeff@duplichain.com
Jason Duplichain, Vice President – jason@duplichain.com
Betty Duplichain, Secretary/Treasurer – dupco@consolidated.net

Physical Address:
100 Elkhart St.
Alto, TX 75925

Mailing Address:
P. O. Box 637
Alto, TX 75925

Phone Number:
(936) 858-4100

Fax Number:
(936) 858-4789

Officers & Duties:
- Greg Duplichain – bids jobs, construction manager of and inspects jobs
- Jeff Duplichain – bids jobs, billing for jobs, construction manager of and inspects jobs
- Jason Duplichain – administrative, insurance, bills, submittals, cost analysis, quarterly reports
- Betty Duplichain – administrative, secretarial, grant payroll reports

Primary Business:
Installation of water systems, water plants, wastewater systems, lift stations, & emergency generators in the East Texas area.

Company Background:
Duplichain Contractors, Inc. was formed by Herman Duplichain and his son, Greg Duplichain (SFA Class of 1970) in 1970. The primary function of the business was construction of custom homes. Herman retired in 1985 and Greg continued building custom homes until 1992. In 1992 the primary function of the business changed to utility construction. In 2001 Jeff Duplichain (SFA Class of 2001) entered the business as vice president of Duplichain Contractors, Inc. In 2003 Duplichain Contractors, Inc. changed from a corporation to a Limited Liability Partnership (LLP) becoming Duplichain Contractors, LLP. Jason Duplichain (SFA Class of 1993 and 1998) entered the business as a partner in 2004. On January 14, 2015, Duplichain Contractors converted from a LLP to a Limited Liability Company (LLC) officially becoming Duplichain Contractors, LLC.

Number of Years in Business:
51 years

Number of Employees:
40 employees

MPC
MURPHY PIPELINE CONTRACTORS
An IPR Company

Corporate Headquarters
OFFICE: 904.764.6887 FAX: 904.379.6193
ADDRESS: 12235 New Berlin Road, Jacksonville FL 32226
Feasibility Support Office
OFFICE: 414.321.2247 FAX: 414.321.2297
ADDRESS: 1973 S 91st Street Milwaukee WI 53227
murphypipelines.com

City of Palestine Texas.
City Secretary's Office
Proposal for Palestine Railroad Park Waterline Replacement

RFP#: 2021-017

Due September 13th 2021 at 3:00pm.

Original

Bidder: Murphy Pipeline Contractors, LLC
12235 New Berlin Rd, Jacksonville Florida 32226
esteele@teamipr.com
P: 904-764-6887

MURPHY PIPELINE CONTRACTORS
An IPR Company

Corporate Headquarters
OFFICE: 904.764.6887 FAX: 904.379.6193
ADDRESS: 12235 New Berlin Rd., Jacksonville FL 32226
Feasibility Support Office
OFFICE: 414.321.2247 FAX: 414.321.2297
ADDRESS: 1973 S 91st Street Milwaukee WI 53227
murphypipelines.com swagelining.com

Date: September 10th, 2021
Subject: RFP 2021-017
Project Name: Palestine Railroad Park Waterline Replacement
Owner: City of Palestine TX

Dear City Secretary for Palestine TX,

Murphy Pipeline Contractors, LLC. respectfully submits the following proposal package for your review and consideration for this very important endeavor. Murphy Pipeline Contractors, LLC are leaders in the trenchless pre-chlorinated water line replacement industry, and have been for over 30 years. We continually led the industry in innovative technologies and are always striving for excellence in our work product and client satisfaction. In the bid proposal packet, you will find our extensive history of trenchless work that we have performed throughout the United States. We have reviewed the proposal documents that have been transmitted to us and confidently state that we will deliver a project on time and in a timely manner, that everyone on the project team will be proud of. The following is our Statement of Qualifications (SOQ) as requested.

1. List the name and all addresses of location(s) of your firm. Which firm location will be used to provide waterline replacement at Palestine Railroad Park?

- Murphy Pipeline Contractors, LLC is located at 12235 New Berlin Rd. Jacksonville, FL 32226 and MPC will perform all of the work as requested under the RFP from our main office.

2. List all individuals and contact information for who would be providing services for this RFP.

- Murphy Pipeline Contractors, LLC. staff that will be providing services for this RFP are as follows:
    - Andrew Mayer, President Murphy Pipeline Contractors, LLC.
    - Ernie Brown, Chief Operations Officer Murphy Pipeline Contractors, LLC.
    - Ryan Mohr, General Manager Murphy Pipeline Contractors, LLC.
    - Jose Quintero, Construction Manager Murphy Pipeline Contractors, LLC.
    - Odra Romero, Project Manager Murphy Pipeline Contractors, LLC.

3. List your history (if any) in providing waterline replacement to the City of Palestine.

- Murphy Pipeline Contractors, LLC. currently has not performed work for the City of Palestine previously.

4. Describe your involvement with municipalities or other governmental agencies that you have provided waterline replacement for. List any contact information for current/former references for the past five (5) years for governmental clients.

- Murphy Pipeline Contractors, LLC can provide these five as requested as well as others are available upon request.
    - City of Arlington Texas, Over Multiple projects completed 76,402 LF of 6-12" Asbestos and Cast Iron Watermain Replacement through Pre-chlorinated Pipe Bursting.
      POC: Lori Du – 817-459-6636

- City of Round Rock Texas, over three projects completed 32,020 LF of 8" Asbestos Cement Water Mains, replaced with 8" HDPE through Pre-chlorinated Pipe Bursting.
  POC: Jeff Bell – 512-801-4461
- Texas A&M. over multiple projects completed over 7,000LF of 8-20" Watermain replaced with HDPE through Pre-chlorinated Pipe Bursting.
  POC: Clyde Oberg – 979-845-1042
- City of Balch Springs, TX over 3,200 LF 6" Cast Iron replaced with 8" HDPE through Pre-chlorinated Pipe Bursting
  POC: William Freeman – 972-286-4477
- City of Galveston TX Heards Lane 10" Waterline Replacement, 6,550 LF 8" Cast iron watermain replaced with 10" HDPE through Pre-chlorinated Pipe Bursting.
  POC: Chris New – 713-691-0923

The following line items were derived from the RFP packet on Page 6 that was received. Murphy Pipeline Contractors, LLC. proposes the amounts shown as labor only costs for each line item shown below.

1. REPLACEMENT OF OLD 6" ASBESTOS CONCRETE WATER MAIN WITH 10,000 FEET OF ~~6" INCH C900.~~ (MPC Proposes 6" HDPE DR11 priced at $12.00/LF market price as of 09/09/2021) at $75.00/LF
2. INSTALL 1—4" METER WITH VAULT labor only at $3,500.00/EA
3. INSTALL 1— 2" METER labor only at $2,500.00/EA
4. INSTALL 3 FIRE HYDRANTS WITH VALVES AT MAIN labor only at $3,000.00/EA
5. KILL OUT OLD MAIN labor only at $5,000.00/EA
6. TIE NEW ~~6" C900~~ TO ALL OLD LINES (MPC Proposes 6" HDPE DR11 priced at $12.00/LF market price as of 09/09/2021) labor only at $2,000.00/EA
7. INSTALL 1 WET TAP 6x12 AC PIPE labor only at $2,500.00/EA
8. INSTALL 9 VALVES labor only at $1,000.00/EA
9. INSTALL 1-- 2" FLUSH STATION labor only at $1,000.00/EA
10. ONE BORE UNDER COUNTY ROAD-- 100' 10"CASING labor only at $30,000.00/EA
11. SEVERAL CREEK CROSSINGS labor only at $10,000.00/EA

120000
2500
9000
5000
2000
2500
9000
1000
30,000
30,000

21,000

d the available documents and plan drawings and
ursting methodology for the project. Using this
l lessen the impact to the environment, restoration
Reviewing the plans, if any railroad permits are
of Palestine and any special insurances (if required)

Respectfully submitted,

Ed Steele
General Manager
Murphy Pipeline Contractors, LLC.

ctors, LLC.
Contractors, LLC.
LLC.

MURPHY PIPELINE CONTRACTORS
An IPR Company

Corporate Headquarters
OFFICE: 904.764.6887 FAX: 904.379.6193
ADDRESS: 12235 New Berlin Road, Jacksonville FL 32226
Feasibility Support Office
OFFICE: 414.321.2247 FAX: 414.321.2297
ADDRESS: 1973 S 91st Street Milwaukee WI 53227
murphypipelines.com

Insurance



CERTIFICATE REQUEST

TO: **ALLIANT INSURANCE SERVICES**

Email: brett.sauer@alliant.com	**Fax:** 602-707-1932	**Phone:** 602-707-1931
Email: abreaux@alliant.com	**Fax:** 713-470-4124	**Phone:** 713-470-4123

NAMED INSURED: IPR Entity Please select one

- [X] Murphy Pipeline Contractors, LLC
- [ ] Other: _____

CERTIFICATE HOLDER (who requested the certificate):

Name: City of Palestine

Address: 1620 West Palestine Avenue

City, State, ZIP: Palestine, TX 75801

COVERAGE NEEDED:

Coverage	Limits	
[X] General Liability	$ 1,000,000	Each Occurrence
[ ] Limits Apply per Project	$ 2,000,000	Products Completed Aggregate
[ ] Limits Apply per policy period	$ 1,000,000	Personal & Advertising Injury
	$ 2,000,000	General Aggregate
	$ 300,000	Fire Damage (Any one fire)
	$ 10,000	Med Expense (Any one Person)
[ ] Automobile Liability	$ 2,000,000	Combined Single Limit (Each Accident)
[ ] Any Auto		
[X] Workers Compensation and Employers' Liability	Statutory Limit	Workers Compensation
	$ 1,000,000	EL Each Accident
	$ 1,000,000	EL Disease – Each Employee
	$ 1,000,000	EL Disease – Policy Limit
[X] Excess Liability	$ 4,000,000	Each Occurrence
	$ 4,000,000	Aggregate

SPECIAL WORDING

Select	Available Wording
Additional Insured [X] General Liability [ ] Auto Liability	The General Liability and Commercial Auto policy includes blanket Additional Insured endorsements that provide Additional Insured status to certain persons and organizations when required by written contract and subject to the terms and conditions of the endorsements. Who is required as additional Insured: [X] Certificate Holder and _____



CERTIFICATE REQUEST

TO: **ALLIANT INSURANCE SERVICES**

Email: brett.sauer@alliant.com **Fax:** 602-707-1932 **Phone:** 602-707-1931
Email: abreaux@alliant.com **Fax:** 713-470-4124 **Phone:** 713-470-4123

Select	Available Wording
Waiver of Subrogation ☐ General Liability ☐ Auto Liability ☐ Workers Compensation	The Auto, General Liability, and Workers Compensation policy includes a blanket Waiver of Subrogation when required by contract or written agreement and subject to the terms and conditions of the endorsements. Who is required to be provided a waiver: ☐Certificate Holder and_____
☐ Primary & Non-Contributory	The General Liability policy provides that to the extent that insurance is afforded to any Additional Insured under the policy, the insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.
☒ Notice of Cancellation (Requires endorsement from carrier)	The General Liability, Auto Liability, and Workers Compensation policies includes an endorsement providing that 30 days' notice of cancellation will be furnished to the certificate holder, however 10 days if canceled for non-payment.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS: (Generally the job information)

MPC
MURPHY PIPELINE CONTRACTORS
An IPR Company

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OFFICE: 904.764.6887 FAX: 904.379.6193
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Work Experience

MPC
MURPHY PIPELINE CONTRACTORS
An IPR Company

PIPE BURSTING, PRE-CHLORINATION, SLIPLINING, Compression Fit WORK EXPERIENCE – NORTH AMERICA ONLY

Project Name	Type	Owner	Contact & Phone	Host Pipe & Size	New Pipe & Size	Length Installed	Time to Complete
Texas A&M	Water	Texas A&M University	Clyde Oberg 979-845-1042	8" Ductile Iron	12" HDPE DR17	680LF HDPE Pre-Chlorinated Pipe Bursting	3 weeks
Heards Lane 10" Waterline	Water	City of Galveston Texas	Chris New 713-691-0923	10" Cast Iron	8-10" HDPE DR 11	5,450 lf 10" HDPE Watermain Pre-Chlorinated Pipe Bursting 1,100lf 8" HDPE Watermain Pre-Chlorinated Pipe Bursting	2 months
Berkshire Villas Water Main Replacement	Water	Bloomfield Township, Oakland County, Michigan	Christopher Ross 248-330-7344	6-8" Ductile Iron	8" HDPE DR17	3,837lf 8" HDPE DR 17 Pre-Chlorinated Pipe Bursting 426lf HDPE DR17 HDD 106LF 8" HDPE DR17 Open Cut	3 Months
Eastbrook Water Main Emergency Repair	Water	City of Casselberry, Fl	Tara Lamoureaux 954-802-8712	8"	8" HDPE	360LF 8" HDPE Watermain	1 Days
Fort Lauderdale 42" Emergency Project	Water	City of Fort Lauderdale, Fl	Krishan Kandial 954-668-7770	None	48" HDPE	48" Open Cut HDPE 4,170LF 42" HDD HDPE 17,670LF	In Progress
Project NOS. 10 & 11 FM 1 and 2 Replacement	Water	City of Florida City, Florida	Alex Gonzales 786-295-3234	4-10" PVC	6" and 12" HDPE	1,100LF Pipe Bursting 6" HDPE Force Main 2,700LF Pipe Bursting 12" HDPE Force Main	In Progress
Comprehensive Sanitary Sewer Improvement Project Hancock FM	Sewer	City of Greenville Mississippi	William Burle 662-332-2619	16" Cast Iron	20" HDPE	11,900lf Pipe Bursting 20" HDPE 1,000lf Open Cut 20" HDPE	In Progress

Bal Harbour Village Phase 3A	Water	Bal Harbour Village, FL	John Oldenburg 305-993-7436	6-8" Cast Iron	8-10" HDPE	3000lf 8-10" HDPE pre-chlorinated pipe bursting.	In Progress
Bal Harbour Village Phase 4B	Water	Bal Harbour Village, FL	John Oldenburg 305-993-7436	10" Cast Iron	20" HDPE	HDPE pre-chlorinated HDD project	In Progress
Arlington and Sherwood WM Replacement Ph.1	Water	City of Fort Wayne, Indiana	Austyn Smedberg 260-427-2708	6" Cast Iron	6" HDPE	10,200lf HDPE pre-chlorinated pipe bursting	6 Months
Bal Harbour Village Phase 2A	Water	Bal Harbour Village, FL	John Oldenburg 305-993-7436	6-8" Cast Iron	8-12" HDPE	515lf 12" HDPE pre-chlorinated pipe bursting pilot project	1 Month
Pre-Chlorinated Pipe Bursting with Restoration. San Sabestian NEP	Water	City of Altamonte Springs, FL	Lone "Trey" Sisk 407-571-8572	6" AC	8-10" HDPE	11,000lf pre-chlorinated pipe bursting with temporary services	10 weeks
West Avenue Water Main Replacement	Water	San Antonio Water System, Texas	Gordon Mahan 210-233-3305	8" Cast Iron	8" HDPE	5,878lf HDPE pre-chlorinated pipe bursting. All electro fusion fittings and fused connections.	2 Months
City of Lake Worth WM Project	Water	City of Lake Worth, FL	Steve Cheatham Project Manager 561-307-4915	6" Cast Iron	6" HDPE	4,500lf 6" HDPE pre-chlorinated pipe bursting	2 Months
Allied States R19 Pompano Sanders Park	Water	City of Pompano Beach, FL	Nathaniel Watson 954-828-5248	6" PVC	6" HDPE	1,350lf 6" HDPE pre-chlorinated pipe bursting	1 Month
wilta Riviera Small Water Main Improvements Project	Water	City of Fort Lauderdale, FL	David Vazquez 305-596-8183	6" PVC	8" HDPE	9,223lf 8" HDPE HDD 12,512lf 8" HDPE pre-chlorinated pipe bursting 640lf 8" HDPE Aerial crossing 1,220 8" HDPE open cut	6 Months

EPWWS Cast Iron Pipe Replacement Project	Water	Eagle Pass Water Works System, Texas	Louis Stock (830)-773-2291	4-12" Cast Iron	8-12" HDPE	8,005 HDD 8" HDPE 1,791 HDD 12" HDPE 51,486lf 8" pre-chlorinated pipe bursting 4,316lf 10" pre-chlorinated pipe bursting 3,450lf 12" pre-chlorinated pipe bursting	In Progress
FY 2019 Waterline Replacement Project	Water	City of Euless, Texas	Hal Cranor (817)-685-1617	6-8" Cast Iron	8" HDPE	3,024 lf 8" Pre-Chlorinated Pipe Bursting	1.5 Months
2019 Watermain Replacement WUWS19001	Water	City of Arlington, Texas	Jessie Allen 817-459-6610	6-12" AC & Cast Iron	6-12" HDPE DR11 PE4710	11,781lf 12" Static Pipe bursting of 6" Line. 3,511lf 12" Static Pipe burst of 12" line	2 Months
Rehabilitation of 54" PCCP Force Main	Force Main	Miami Dade County, FL	Issac Smith (305)-375-5773	54" Cast Iron	54" HDPE DR	Design-Build 3,850 54" CompressionFit HDPE, 220lf 54" Aerial Crossing	In Progress
NE 6th Ave and NE 26th St WM Replacement	Water	City of Wilton Manors, FL	Bert Fisher	6-8" Cast Iron	6-8" HDPE DR11	6,320lf 8" Pre-Chlorinated Pipe Bursting. 775LF 6" Pre-Chlorinated Pipe Bursting	2 Months
Pompano Beach Cypress Creek	Water	City of Pompano Beach, FL	Nathaniel Watson 954-828-5248	6" Cast Iron	6" DIPS DR11	1,400lf Pre-chlorinated Pipe Bursting.	1 Month
East Las Olas 12" Force Main Replacement	Force Main	City of Fort Lauderdale, FL	Jose Custodio 954-828-5428	8"-12"-16"-18" Ductile Iron	8"-12"-16"-18" HDPE	2,500lf static pipe bursting	4 Months
The Boulevards Drainage Improvement Project	Drainage	City of Tamarac, FL	Earl Henry 954-597-3758	30" CMP	24" HDPE IPS DR17	2,511lf slip lining	4 Months

FY2019 Water Main Pipe Bursting Project Meador Park Estates	Water	City Utilities of Springfield, Missouri	Duffy Mooney 417-831-8462	6"-8" Cast Iron	6"-8" HDPE	6,920lf pre-chlorinated pipe bursting with all fusion connections (electrofusion).	3 months
Victoria Park A and B, North and South Small Water Main Replacement	Water	City of Fort Lauderdale, FL	Daniel Fisher 954-828-5850	2" Cast Iron	6" HDPE	22,000lf 6" pre-chlorinated pipe bursting	In Progress
Sunrise Reservoir Water Transmission Main Rehabilitation	Water	City of Portsmouth, Ohio	Ryan Tinsley 502-583-7020 Ext. 2405	30" Cast Iron	24" HDPE	4,000lf slip lining	4 Weeks
WAWA Vacuum Sewer	Sewer	Mason Development and Construction	Craig Mason 561-623-8801			Installed vacuum sewer system and tie-ins	3 Weeks
The Plaza of Coral Gables	Sewer	Agave Plaza Trustee, LLC Florida	Ian Van Walleghem 305-441-6753	8"-12" Cast Iron/VCP	8"-12" HDPE	1,312 LF static pipe bursting	In Progress
2018 Water Main Replacement	Water	City of Arlington, TX	Jessie Allen 817-459-6610	4"-6"-8"-12" AC/Cast Iron	8"-12" HDPE	25,400lf pre-chlorinated pipe bursting with temporary services	8 Months
Pump Station 10 Forcemain Rehabilitation Project	Force Main	Madison Metropolitan Sewerage District, WI	Bruce Borelli 608-222-1201	36" PCCP	36" HDPE DR32	2,000lf CompressionFit HDPE	4 Weeks
Summit Drive Water Line Replacement	Water	City of Mesquite, TX	Christina Hickey 972-216-6201	8" Cast Iron	8" HDPE	3,500lf pre-chlorinated pipe bursting with temporary services	5 Weeks

16" Transmission Main Rehabilitation, Coolidge HWY	Water	Southeastern Oakland County Water Authority, Oakland County, MI	Brad Shepler 248-454-6300	16" Cast Iron	16" HDPE DR 13.5	5,385lf CompressionFit HDPE	10 Weeks
Croissant Park Small Water Main Improvement	Water	City of Fort Lauderdale, FL	Jose Custodio 954-828-5248	4"-6" Cast Iron	8" HDPE	8,420lf pre-chlorinated pipe bursting with temporary services 6,350lf HDD HDPE	3 Months
Pre-Chlorinated Pipe Bursting with Restoration. Brook Hollow & Villa Brantley	Water	City of Altamonte Springs, FL	Lone "Trey" Sisk 407-571-8572	6" AC	6" HDPE	7,700lf pre-chlorinated pipe bursting with temporary services	8 weeks
Independence Boulevard, Force Main	Force Main	City of Groveland, FL	Mike Scullion 352-343-8481	6" Cast Iron	8" HDPE	1,400lf static pipe bursting	1 Week
Central Seacrest Corridor Drainage Improvements and WM Replacement	Water	City of Boynton Beach, FL/ Ric-Man International, Inc.	Jimmy Richie 561-248-0727	4"-6" Cast Iron/AC	8" HDPE	22,483lf pre-chlorinated pipe bursting with temporary services 8,372lf HDD	6 Months
SSNOCWTA C-200 PVC Pipeline Replacement Project.	Force Main	South Seminole, North Orange County Water Transmission Authority, FL	Stefano Ceriana 407-679-5358	10"-12"-16" PVC	12"-18" HDPE	7,765lf static pipe bursting 4,430lf open cut 5,820lf HDD	6 Months
Sanitary Sewer Improvements from Manhole #7 to Pump Station PS #5	Gravity Sewer	City of Coral Gables, FL	Jose Saucedo 305-460-5054	10"-12" Clay	10"-12.4" 12"-15.75" 12"-17.7" HDPE	12.4" 691lf 15.75" 443lf 17.7" 127lf Modular pipe bursting (MH to MH)	9 weeks

Water System Distribution Upgrades	Water	City of Boynton Beach, FL	Joseph Paterniti 561-742-6423	4"-6" AC	6"-8" HDPE	11,850lf pre-chlorinated pipe bursting with temporary services	In Progress
Mckinny Texas Forest Hills - Clublake - Lakeside	Water	City of McKinney, TX	Tony A 972-547-7580	4"-8" Ductile Iron/Cast Iron	4"-8" HDPE	8,400lf pre-chlorinated pipe bursting with temporary services	8 weeks
Casselberry Emergency Services	Force Main	City of Casselberry, FL	Tara Lamourex 954-802-8712	4" VCP	4" HDPE	550lf static pipe bursting	2 Days
New Orleans 42"	Force Main	New Orleans Water and Sewer Board, LA	Carmelo Gutierrez 504-812-9069	42" Steel	42" HDPE (DR26)	2,400lf CompressionFit HDPE	14 days
2018 Water Main Replacement. (Green Valley/ Arborcrest)	Water	City of Balch Springs, TX	William Freeman 972-286-4477	6" Cast Iron	8" HDPE	1,554lf pre-chlorinated pipe bursting with temporary services	3 weeks
Water Main Replacement Project	Water	Harris County Municipal Utility District No. 5, TX	Gerald Gehman 713-201-5534	4"-6"-8"-12" AC/Cast Iron	4"-6"-8"-12" HDPE	48,600lf pre-chlorinated pipe bursting with temporary services	40 Weeks
2017 Water Main Renewal Project No. WUWS17012	Water	City of Arlington, Texas	Lori Du 817-459-6636	6"-8" Cast Iron/AC	6"-8" HDPE	22,430lf pre-chlorinated pipe bursting with temporary services	12 weeks
Water Line Rehab Phase 2 Project.	Water	City of Killeen, TX	Steve Kana 254-501-7623	6"-8" Cast Iron	6"-8" HDPE	11,535lf pre-chlorinated pipe bursting with temporary services	18 Weeks
Northeast Watermain Improvements Project 125.018	Water	City of Wilton Manors, FL	Jason McClair (Chen Moore) 954-730-0707	4" PVC	6"-8" HDPE	5,545lf pre-chlorinated pipe bursting with temporary services	9 Weeks

TSTC Water & Sewer Improvements	Water & Sewer	Texas State Technical College, Waco, Texas	Clark Gauer, P.E. 254-714-1402 Rosie Smiley, Executive Director Physical Plant 254-867-3701	6"-8"-12" Cast Iron 6"-8"-10"-12"-15"-18" VCP/Steel	6"-8"-12" HDPE 8"-10"-12"-15"-18" HDPE	14,700lf pre-chlorinated pipe bursting with temporary services 15,500lf static pipe bursting sewer	22 Weeks
State Road A1A Water Main Improvements	Water	City of Pompano Beach, Florida	Nathaniel Watson 954-786-5508	8" Cast Iron	8" HDPE	3,400lf pre-chlorinated pipe bursting	4 weeks
Fort Lauderdale 30" Force main Emergency Design Build	Force Main	City of Fort Lauderdale, Florida	Jorge Holguin 954-828-5675	30" Cast Iron	30" HDPE DR 26, DR 13.5, DR 11	Design-Build 13,440lf CompressionFit HDPE 6,720lf directional drill 2,240lf open cut	9 months
Philips Hwy Force Main Replacement	Force main	JEA (Jacksonville Electric Authority), Florida	Elizabeth Dimeo 904-665-8139	24" Ductile Iron	24" HDPE DR 17	2,300lf CompressionFit HDPE	2 weeks
University Drive Watermain Upgrade	Water	City of Tamarac, Florida	Jim Moore 954-597-3758	6" Cast Iron	10" HDPE	4,059lf pre-chlorinated pipe bursting with temporary services	7 weeks
City of Hollywood Pilot Project	Force Main	City of Hollywood, Florida	Clece Aurelus 954-742-6423	16" Cast Iron	16" HDPE	675lf static pipe bursting	1 week
East Sunrise Water Main Replacement	Water	City of Sunrise, Florida	Lori Roy 305-556-0473	8" Cast Iron	8" HDPE	995lf pre-chlorinated pipe bursting	2 weeks
Sunrise Escape/Valencia Watemain Improvements	Water	City of Sunrise, Florida	Earl Prizlee 954-888-6002	4"-6"-8" AC	4"-6"-8" HDPE	31,650 lf pre-chlorinated pipe bursting, with over 725 service connections	32 weeks

2017 Pipe Bursting Water Main Replacement	Water	City of Balch Springs, TX	William Freeman 469-417-8183	6" Cast Iron	8" HDPE	1,742 lf pre-chlorinated pipe bursting	3 weeks
8" Water Main Replacement-Sunset Strip	Water	City of Sunrise, Florida	Earl Prizlee 954-888-6002	8" Cast Iron	8" HDPE	1,000lf pre-chlorinated pipe bursting	3 weeks
Gravity Sewer Main Rehab	Sewer	City of Pompano Beach, Florida	Steve Almyda	21" Clay	20" HDPE	286lf static pipe bursting	10 days
San Castle Blvd Watermain Replacement	Water	City of Boynton Beach, Florida	Joe Paterniti 561-742-6423	6" AC	6"-8" HDPE	5,274lf pre-chlorinated pipe bursting with temporary services	2 months
NE 20th Ave Watermain Replacement	Water	City of Boynton Beach, Florida	Joe Paterniti 561-742-6423	6" AC	6" HDPE	1,620lf pre-chlorinated pipe bursting	3 Weeks
Brown & Wilkinson Rd Water Main Replacement	Water	City of Boynton Beach, Florida	Joe Paterniti 561-742-6423	6" AC	6" HDPE	964lf pre-chlorinated pipe bursting	2 Weeks
Rehabilitating with Pre-Chlorinated Pipe Bursting	Water	El Paso, TX	Fred Hernandez 915-594-5643	8" and 16" AC	8" and 16" HDPE	5,036 lf pre-chlorinated pipe bursting	6 weeks
Dommerich Hills Pipe Bursting Project Phase 2	Water	City of Casselberry, FL	Lawrence Pultz, 407-467-2507	6"-12" AC	6"-12" HDPE	14,295 lf pre-chlorinated pipe bursting using DI fittings	14 weeks
N Ector Dr Water Main Replacement	Water	City of Euless, TX	Jeff Pearson 817-685-1877	8" AC	8" HDPE	1,477 lf pre-chlorinated pipe bursting using DI fittings	1 week
FY 2016 Waterline Replacement Project	Water	City of Euless, TX	Jeff Pearson 817-685-1877	8" AC	8" HDPE	1,214 lf pre-chlorinated pipe bursting using DI fittings	1 week

Slip Lining Project 36th Street	Water	MUD, Omaha, NE	John Velehradsky 402-504-7914	24" Cast Iron	16" HDPE	1,250lf slip lining in one continuous pull	2 weeks
Northport Water Main Replacement Ph 3	Water	City of Port St Lucie, FL	John Eason, 772-973-6487	4"-6" AC	6" HDPE	5,518 lf pre-chlorinated pipe bursting using DI fittings	8 weeks
Westside Water Main Loop	Water	City of Clermont, FL	Mark Garrison, 321-723-6025	12" AC	14" HDPE	2,215 lf pre-chlorinated pipe bursting using DI fittings	5 weeks
2016 Pipe Bursting Water Main Replacement	Water	City of Balch Springs, TX	William Freeman 469-417-8183	6" Cast Iron	8" HDPE	1,554 lf pre-chlorinated pipe bursting using DI fittings	2 weeks
Shaker Village Pipe Bursting Project UT-16C	Water	City of Tamarac, FL	Bryan Farrow, 954-597-3704	4"-10" AC	8"-10" HDPE	8,500 lf pre-chlorinated pipe bursting using DI fittings	12 weeks
Dommerich Hills Pipe Bursting Project Phase 1	Water	City of Casselberry, FL	Lawrence Pultz, 407-467-2507	3"-10" AC	4"-12" HDPE	12,386 lf pre-chlorinated pipe bursting using DI fittings	15 weeks
Pre-Chlorinated Pipe Bursting Work Assignment 2	Water	City of Altamonte Springs, FL	Lone "Trey" Sisk 407-571-8572	6"-10" AC	6"-10" HDPE	7,370 lf pre-chlorinated pipe bursting using DI fittings	11 weeks
2015 Trenchless Water Line Renewals	Water	City of Arlington, TX	Jessie Allen 817-459-6610	6"-8" AC	6"-8" HDPE	13,280 lf pre-chlorinated pipe bursting using DI fittings	24 weeks
Spyglass Pipe Bursting Project	Water	City of Tamarac, Florida	Bryan Farrow 954-597-3704	6"-8" AC	6"-8" HDPE	4,000lf HDPE pre-chlorinated pipe bursting	8 weeks
Pre-Chlorinated Pipe Bursting Work Assignment 1	Water	City of Altamonte Springs, FL	Lone "Trey" Sisk 407-571-8572	6"-8" AC	6"-8" HDPE	8,000lf pre-chlorinated pipe bursting using DI fittings	17 weeks

Replacement of 6" Waterline Arlington National Cemetery Phase 6	Water	US Army, Arlington National Cemetery, Virginia	John Gilmore 240-216-7931	6"-8" Cast Iron	6"-8" HDPE	8,777lf static pipe bursting using DI fittings	20 weeks
Phase 4 Eagles Nest Subdivision	Water	City of Round Rock, TX	Jeff Bell 512-801-4461	8" AC	8" HDPE	9,950lf pre-chlorinated pipe bursting using DI fittings	22 weeks
48" Pipe Repair D7-20	Storm	The Villages, Florida	Lee Clymer 352-748-3126	48" Corrugated Metal	42" HDPE DR 26	245lf slip lining	2 weeks
Northport Water Main Replacement Ph 2	Water	City of Port St Lucie, FL	Laney Southerly 772-873-6442	6"-12" Cast Iron/AC	6"-12" HDPE	4,400lf pre-chlorinated pipe bursting using DI fittings	8 weeks
2015 Water Main Replacement Program	Water	City of Grosse Pointe Farms, MI	Eddie Zmich 248-454-6300	6"-8" Cast Iron	8" HDPE	4,300lf pre-chlorinated pipe bursting using DI fittings	8 weeks
Golden Shores Water Main Replacement Phase 2 & 3	Water	North Miami Beach, Florida	Karim Rossy 305-948-2980	4" - 6" Cast Iron	6" HDPE	7,800lf pre-chlorinated pipe bursting using DI fittings	18 weeks
NW 47th Terrace Pipe Bursting Project	Water	City of Tamarac, Florida	Bryan Farrow 954-597-3704	8" AC	10" HDPE	2,830lf HDPE pre-chlorinated pipe bursting	8 weeks
CSX Radnor Yard Water Line Replacement	Water	CSX Transportation, Nashville, TN	Stuart Boykin 904-359-3100	4"-8" Cast Iron	4"-8" HDPE	2,830lf HDPE pre-chlorinated pipe bursting	4 weeks
Eagle Circle Force Main Replacement	Force Main	South Seminole North Orange County Wastewater Transmission Authority, Florida	Weston Haggen 407-679-5358	16" PVC	12" HDPE	8,016lf static pipe bursting using DI fittings	18 weeks
Shaker Village Pipe Bursting Project Phase 5	Water	City of Tamarac, Florida	Bryan Farrow 954-597-3704	6" PVC	8" HDPE	1,700lf HDPE pre-chlorinated pipe bursting	8 weeks

Replacement of 6" Waterline Arlington National Cemetery Phase 4	Water	US Army, Arlington National Cemetery, Virginia	John Gilmore 240-216-7931	6" Cast Iron	6" HDPE	7,000lf static pipe bursting using DI fittings	14 weeks
Eyerly Avenue Water Main Replacement	Water	Port St. Lucie, Florida	Laney Southerly 772-873-6442	6" - 8"AC	6" - 8 " HDPE	7,435lf pre-chlorinated pipe bursting using DI fittings	10 weeks
Replacement of 39" Water Transmission Main Calder Road	Water	Gulf Coast Water Authority, Texas	James Vanderwater 281-687-7270	39" PCCP	42" 1000mm HDPE DR 17	6,800lf CompressionFit HDPE	25 weeks
Replacement of 6" Waterline Arlington National Cemetery Phase 5	Water	US Army, Arlington National Cemetery, Virginia	John Gilmore 240-216-7931	6" Cast Iron	6" HDPE	13,540lf static pipe bursting using DI fittings	9 weeks
Replacement of 6" Waterline Arlington National Cemetery Phase 3	Water	US Army, Arlington National Cemetery, Virginia	John Gilmore 240-216-7931	6" Cast Iron	6" HDPE	9,000lf static pipe bursting using DI fittings	13 weeks
Replacement of 6" Waterline Arlington National Cemetery Phase 2	Water	US Army, Arlington National Cemetery, Virginia	John Gilmore 240-216-7931	6" Cast Iron	6" HDPE	8,220lf static pipe bursting using DI fittings	16 weeks
VCSA Units 1 & 2 Pipe bursting Water Main Project	Water	The Villages, Florida	Lee Clymer 352-748-3126	2" - 3" - 4" - 6" PVC	4" - 6" HDPE	11,470lf pre-chlorinated pipe bursting using DI fittings	10 weeks

Golden Shores Water Main Replacement Phase 1	Water	North Miami Beach, Florida	Karim Rossy 305-948-2980	4" - 6" Cast Iron	6" HDPE	3,650lf pre-chlorinated pipe bursting using DI fittings	5 weeks
Force Main Replacement Program Phase 3	Force Main	City of Hallandale Beach, Florida	Louis Granda 954-457-1629	16" Cast Iron	16" HDPE	3,800lf static pipe bursting using DI fittings	3 weeks
Byproduct Pipeline Phase 2	Water	Jordan Valley Water District, West Jordan, Utah	Todd Marti 801-565-4300	16" - 18" Fusible PVC	18" - 20" HDPE	41,845lf static pipe bursting	10 weeks
Riverside Water Distribution System Upgrades	Water	JEA – Jacksonville Electric Authority, Florida	Daniel Colley 904-665-4643	6" - 8" Cast Iron	8" - 12" Fusible PVC	11,600lf pre-chlorinated pipe bursting	12 weeks
Replacement of 6" Waterline Arlington National Cemetery Phase 1	Water	US Army, Arlington National Cemetery, Virginia	John Gilmore 240-216-7931	6" Cast Iron	6" HDPE	7,103lf static pipe bursting	5 weeks
Poudre Canyon 24" & 27" Pipeline Rehabilitation	Water	City of Fort Collins, Colorado	Jim Eurich 970-225-2211	24" Concrete 27" Steel	26" HDPE DR 41 28" HDPE DR 41	19,850lf CompressionFit HDPE phased over 5 years	Phase 1 & 2 4 weeks
Force Main Replacement Program Phase 2	Force Main	City of Hallandale Beach, Florida	Louis Granda 954-457-1629	14" - 18" Cast Iron	12" - 14" HDPE	1,812lf slip lining using DI fittings	4 weeks
24" Raw Water Inverted Siphon	Water	Dillon, Colorado	Fernando del Monte 720-864-4600	24" RCP	26" HDPE DR 32.5	1,007lf Swagelining using electro fusion and DI fittings	2 weeks
Main Street Water Main Replacement	Water	Mountain Water Company, Missoula, Montana	Logan McInnis 406-523-5082	6" Steel	8" HDPE	3,000lf pre-chlorinated pipe bursting using DI fittings	4 weeks
30" Water Main Rehab Phase 2	Water	City of Amarillo, Texas	Jesse Flores 806-378-3019	30" Cast Iron	32" HDPE DR 32.5	3,200lf CompressionFit HDPE using electro fusion fittings	5 weeks

18" Water Transmission Main	Water	Texas A&M University, College Station, Texas	Nathan Jones 979-862-4606	18" Cast Iron	20" HDPE DR 26	2,600lf CompressionFit HDPE using DI fittings	6 weeks
20" Chilled Water Line Replacement	Water	Texas A&M University, College Station, Texas	Nathan Jones 979-862-4606	20" Steel	22" HDPE DR 26	3,800lf CompressionFit HDPE using electro fusion fittings	4 weeks
Walnut Street Water Main Replacement	Water	City of Garland, Texas	Lindy Higginbotham 972-205-2859	6" Cast Iron	8" Fusible PVC	6,480lf pre-chlorinated pipe bursting	9 weeks
Corbin Yard Water Improvements	Water	CSX Transportation Corbin, Kentucky	Scott Menniti 304-522-0470	4" - 6" - 8" AC	8" - 10" HDPE	4,500lf pre-chlorinated pipe bursting, 300lf jack & bore	4 weeks
Mohr & Kratzville Road Water Main Replacement	Water	City of Evansville, Indiana	Chris Gale 317-636-4682	6" - 8" - 12" Cast Iron	8" - 12" Fusible PVC	15,085lf pipe bursting using DI fittings	12 weeks
Cedar Key Water Main Replacement Phase II	Water	Cedar Key Redevelopment Authority, Florida	Monty Hafez 904-278-0030	6" Cast Iron	8" HDPE	4,900lf pre-chlorinated pipe bursting using DI fittings	5 weeks
30" Water Main Rehab Phase 1	Water	City of Amarillo, Texas	Jesse Flores 806-378-3019	30" Cast Iron	32" HDPE DR 32.5	2,100lf CompressionFit HDPE using DI fittings	4 weeks
2009 Water Main Replacement Section II	Water	City of Irving, Texas	Dave Evans 972-721-4677	6" - 8" Cast Iron	6" - 8" HDPE	4,660lf pre-chlorinated pipe bursting using DI fittings	7 weeks
Force Main Replacement Program Phase 1	Force Main	City of Hallandale Beach, Florida	Louis Granda 954-457-1629	14" - 16" - 20" Cast Iron & Ductile Iron	14" - 16" - 20" HDPE	3,200lf static pipe bursting using DI fittings	7 weeks
2009 Water System Improvements	Water	City of Sanford, Florida	Migdalia Hernandez 407-688-5104	2" - 4" - 6" - 8" -10" Cast Iron	2" - 4" - 6" - 8" - 10" HDPE	42,000lf pre-chlorinated pipe bursting using DI fittings	22 weeks

2010 Water System Improvements	Water	City of Poplar, Montana	Jed Kirkland 701-774-3637	6" - 8" Cast Iron	6" - 8" HDPE	14,344lf pre-chlorinated pipe bursting using HDPE fittings	11 weeks
Keystone Regional Industrial Park Transmission Main	Water	Crawford County, Pennsylvania	Bruce Patterson 814-337-4447	30" Ductile Iron	18" HDPE	3,505lf slip lining	8 weeks
Palm Bay Estates Mobile Home Park	Water	City of Palm Bay, Florida	Bob Hinkel 321-952-3410	4" - 6" AC	6" - 8" HDPE	6,705lf pre-chlorinated pipe bursting using DI fittings	4 weeks
Elroy Road Waterline Rehabilitation	Water	City of Austin, Texas	Bimal Adhikary 512-974-7067	6" Cast Iron	10" HDPE	7,360lf pre-chlorinated pipe bursting using DI fittings	4 weeks
Riverside Boulevard Water Main Replacement	Water	JEA – Jacksonville Electric Authority, Florida	Daniel Colley 904-665-4643	8" Cast Iron	8" HDPE & 8" Fusible PVC	1,600lf pre-chlorinated pipe bursting using DI fittings	3 weeks
Castle Brewer Sewer Replacement	Sewer	Sanford Housing Authority, Florida	Angel Tua 407-323-3150	6" - 8" Clay	6" - 8" HDPE	4,800lf pipe bursting	4 weeks
2009 Water Main Replacement Program	Water	Town of Drumheller, Alberta Canada Project completed in conjunction with Muzechka Holdings	Steve Dudar 403-219-6310	50 mm – 150 mm – 250 mm – 300 mm Cast Iron	50 mm – 150 mm – 250 mm – 300 mm HDPE	600 meters pipe bursting using DI fittings	5 weeks
Wekiva Springs State Park Sewer Rehabilitation	Sewer	Florida Department of Environmental Protection - Division of Parks	Joe Mecca Kimley-Horn 904-828-3900	8" Clay	8" HDPE	560lf static pipe bursting	2 days

Bridgeview Water Main Replacement	Water	Township of Harrison, Michigan	Dave Nummer 734-947-9700	6" Cast Iron	8" Ductile Iron	2,800lf pipe bursting using DI fittings	4 weeks
Water System Capital Improvement	Water	City of Livonia, Michigan	Dan Mitchell 248-454-6322	6" Cast Iron	8" HDPE	2,400lf pre-chlorinated pipe bursting using DI fittings	3 weeks
Pantex Plant Zone 12 Pipeline Replacement	Water	U.S. Department of Energy/National Nuclear Security Administration Amarillo, Texas	Jeff Gillmore 806-477-6151	12" Cast Iron	14" HDPE	1,500lf pre-chlorinated pipe bursting using DI fittings, cathodic protection	4 weeks
Casselberry Water Mains 2009	Water	City of Casselberry, Florida	Alan Ambler 407-262-7725	12" AC	12" HDPE	1,006lf pre-chlorinated pipe bursting using DI fittings	2 weeks
6th Avenue Water Main Replacement	Water	Consolidated Mutual Water Company, Lakewood, Colorado	Mike Queen 303-274-7403	4" - 6" Cast Iron	6" HDPE	1,600lf pre-chlorinated pipe bursting using DI fittings	2 weeks
Casselberry Water Mains 2009	Water	City of Casselberry, Florida	Alan Ambler 407-262-7725	6" AC	6" HDPE	6,100lf pre-chlorinated pipe bursting using DI fittings	5 weeks
CSXT Rice Yard Water Distribution System Improvements	Water	CSX Transportation Waycross, Georgia	Robert Bates 904-425-4316	4" - 8" Cast Iron	6" - 10" HDPE	4,260lf pre-chlorinated pipe bursting and 610lf directional drill using DI fittings	4 weeks
Pantex Plant Zone 11 Pipeline Replacement	Water	U.S. Department of Energy/National Nuclear Security Administration Amarillo, Texas	Jeff Gillmore 806-477-6151	12" Cast Iron	14" HDPE	2,800lf pre-chlorinated pipe bursting using DI fittings, cathodic protection	4 weeks

Water System Capital Improvement	Water	City of Livonia, Michigan	Dan Mitchell 248-454-6322	6" - 8" - 12" Cast Iron	8" - 12" HDPE	27,000lf pre-chlorinated pipe bursting and 1,118lf directional drill using DI fittings	19 weeks
Water System Improvements	Water	City of Big Spring, Texas	Steve Bennett 806-473-2200	2" - 4" - 6" - 8" - 12" Cast Iron	2" - 4" - 6" - 8" - 12" HDPE	17,300lf pre-chlorinated pipe bursting using DI fittings	10 weeks
Pre-chlorinated Water Pipe Bursting Term Contract	Water	City of Sanford, Florida	Greg McIntyre 407-417-5602	4" - 6" AC	4" - 6" HDPE	16,500lf pre-chlorinated pipe bursting using DI fittings	7 weeks
University of Wisconsin-Platteville Water Main Pipe Bursting Project	Water	City of Platteville, Wisconsin	Andrew Zimmer 608-355-8968	4" - 8" Cast Iron/ Ductile Iron	8" - 10" HDPE	3,700lf pre-chlorinated pipe bursting using DI fittings	2 weeks
Deer Run Force Main Replacement	Force Main	South Seminole & North Orange County Transmission Authority	Lowry Rockett 407-894-3804	10" PVC	10" HDPE	7,000lf pipe bursting using DI fittings	5 weeks
Casselberry Water Mains 2008	Water	City of Casselberry, Florida	Dave Lankford 321- 436-7495	2"- 4"- 6" PVC	6" HDPE	5,250lf pre-chlorinated pipe bursting using DI fittings	3 weeks
Greenlawn Blvd 12 inch Water Line Replacement	Water	City of Round Rock, Texas	David Freireich 512-671-2756	12" AC	12" HDPE	5,080lf pre-chlorinated pipe bursting using DI fittings	2 weeks
Greenlawn Place Blue Tubing and Water Line Replacement	Water	City of Round Rock, Texas	David Freireich 512-671-2756	6" - 8" AC	8" HDPE	17,000lf pre-chlorinated pipe bursting using DI fittings	11 weeks

Mayport Old Main Waterline Replacement	Water	US Navy, Mayport Naval Station, Florida	CCG - Bob Frohwein 904-249-4401	4"- 6"- 8" AC	4"- 6"- 8" HDPE	2,585lf pre-chlorinated pipe bursting	21 days
Merrit Island Wastewater Sliplining Project	Sewer	Brevard County, Florida	Atlantic Development of Cocoa - Glenn Grignon 321-403-4896	8" Cast Iron	6" HDPE	330lf slip lining	2 days
Fairway Blvd Force Main Replacement	Force Main	City of Kalispell, Montana	Paul Burnham 406-751-5845	6" PVC	10" HDPE	6,200lf pipe bursting	28 days
Grandview Force Main Replacement	Force Main	City of Kalispell, Montana	Paul Burnham 406-751-5845	6" AC/PVC	10" HDPE	2,200lf pipe bursting	18 days
Casselberry Water Mains	Water	City of Casselberry, Florida	Gerald Chancellor 386-878-8998	6" AC	6" HDPE	4,611lf pre-chlorinated pipe bursting using DI fittings	24 days
St. Petersburg Water	Water	City of St. Petersburg, Florida	John Riera 727-892-5666	4" Cast Iron	4" HDPE	650lf pre-chlorinated pipe bursting	2 days
Dunedin Monroe/Victoria Water Main	Water	City of Dunedin, Florida	Tom Burke 727-298-3175	6" PVC	8" Fusible PVC	920lf pre-chlorinated pipe bursting	12 days
Casselberry Water Main	Water	City of Casselberry, Florida	Gerald Chancellor 386-878-8998	10" AC	10" HDPE	725lf pre-chlorinated pipe bursting	8 days
Casselberry Force Mains	Force Main	City of Casselberry, Florida	Gerald Chancellor 386-878-8998	12" AC	14" HDPE	4,250lf pipe bursting	12 days

U.S. 90 Water line Replacement	Water	Baldwin, Florida	Monty Hafez 904-278-0030	6" AC	6" HDPE	1,500lf pre-chlorinated pipe bursting using DI fittings	13 days
Ft. Wayne General Pipe Bursting	Sewer	Ft. Wayne, Indiana	Dan Smith 260-740-1582	12" Clay	12" HDPE	3,000lf pipe bursting	22 days
Highland Park Water Main Replacement	Water	Ft. Wayne, Indiana	Matthew Wirtz 260-427-2690	6" Cast Iron	6" - 8" HDPE	8,750lf pre-chlorinated pipe bursting using DI fittings	7 weeks
Orange County	Water	Orange County, Florida	Bob Dudas 407-836-6835	6" AC, 2" Galvanized	6" Fusible PVC, 2" HDPE	500lf with 7 services, 1,850lf, pre-chlorinated pipe bursting with 29 services	10 days
Casselberry Water Mains	Water	City of Casselberry, Florida	Gerald Chancellor 386-878-8998	2"- 6" Galvanized and AC	2" HDPE, 6" Fusible PVC	1,700lf of 2" 600lf of 6", pre-chlorinated pipe bursting with 54 services	4 weeks
Azalea Park	Sewer	City of Orlando, Florida	Marvin Korinek 407-207-8898	8" Clay	10" HDPE	320lf pipe bursting	2 weeks
Dobbins AFB	Sewer	US Air Force	Jimmie Turner 770-251-2667	8" Clay	8" HDPE	300lf pipe bursting	2 weeks
Tallahassee Federal Correctional Institution	Sewer	US Department of Corrections	Carey Huff 850-682-2784	4"- 6"- 8" AC/Clay	4"- 6"- 8"- 10"- 12" HDPE	7,600lf pipe bursting	8 weeks
Orange County	Water	Orange County, Florida	Bob Dudas 407-836-6835	8" AC	8" Fusible PVC	2,000lf pre-chlorinated pipe bursting with 17 services	1 week
Pinellas AmWater	Sewer	Pinellas County, Florida	Al Smith 727-530-7577	8" Clay	8" HDPE	250lf pipe bursting	4 days
Pioneer Mobile Home Park	Sewer	Pioneer Mobile Home Park	Steve Jones 407-889-9755	8" Clay	8" HDPE	3,500lf pipe bursting with 60 laterals	11 weeks

St. Pete College Sewer Replacement	Sewer	City of Clearwater, Florida	Thomas Fears 727-562-4827	8" Clay	8" HDPE	1,200lf pipe bursting	2 weeks
VA Medical Center, Dublin GA	Water	US Veterans Administration	Vickie Sturgis 912-537-6210	6" Cast Iron	6"- 8" HDPE	900lf pre-chlorinated pipe bursting	2 weeks
Palm Harbor (Westlake Village /Indian Trails)	Reclaimed Water	VOLT Telecom	Bob Hines 727-571-2268	10" HDPE	10" HDPE	2,000lf pipe bursting	6 weeks
York SC Sanitary Sewer	Sewer	City of York, South Carolina	Hawkensen Construction 803-548-0764	4"- 8"- 10" Clay	8" - 10" HDPE	10,190lf pipe bursting with 105 laterals	7 weeks
Arcadia North	Sewer	US Army Corps of Engineers	SI Utility Group 813-783-1132	8"- 10" Clay	8"- 10" HDPE DR 17	1,330lf pipe bursting with 23 laterals	4 weeks
Flamingo Waste Water Treatment Plant	Force Main	Everglades National Park/National Park Service	CDM Constructors 407-660-2552	4" PVC	8" HDPE DR17	8,172lf pipe bursting with 7 sewer services	5 weeks
NW 3rd St. Crystal Rivers	Sewer	City of Crystal Rivers, Florida	Lewis Bryant 352-368-5936	8" Clay with liner	8" HDPE DR 17	Pipe slitting of liner inside sanitary sewer pipe	1 week
Lake View Village Drive	Sewer	Hillsborough County, Florida	Richard Cummings 813-744-5694 x342	10" Ductile Iron	10" HDPE	175lf pipe bursting with 3 sewer services	1 week
Washington Blvd & 10th Street	Sewer	City of Sarasota, Florida	Dan Castorani 941-365-2200	10" Clay	10" HDPE	215lf pipe bursting on FDOT roadway under railway crossing with 3 sewer services	1 week
Atlantic Beach	Sewer	City of Atlantic Beach, Florida	Gordon Gruhn 904-838-6585	6" Clay	6" HDPE	110lf pipe bursting	1 week
A1A Ponte Vedra	Water	United Water	Gordon Gruhn 904-838-6585	4"- 6" AC	8" HDPE	2,600lf pre-chlorinated pipe burst with electro-fusion fittings	2 weeks

Everglades National Park	Water	National Park Service	Andrew Lynn 615-377-1337	4"- 6" AC	4" - 6" HDPE	26,000lf pre-chlorinated pipe bursting with electro-fusion fittings	7 weeks
Winder Trail	Water	Orange County, Florida	Bob Dudas 407-836-6835	6" AC	6" - 8" HDPE	2,100lf pre-chlorinated pipe bursting with electro fusion fittings	2 weeks
San Marco	Sewer	JEA – Jacksonville Electric Authority, Florida	Gregory Perrine 904-665-6000	4" - 8" Clay	6", 8" HDPE DR19	7,400lf pipe bursting	8 weeks
Key Colony Beach	Force Main	City of Key Colony Beach, Florida	Edward Castle 308-295-3320	10" AC	10" HDPE	2,500lf pipe bursting and three lift stations	17 days
South Indian River Drive	Water	Ft. Pierce, Florida	David Mellert 772-466-1600 x3423	6" Cast Iron	6" HDPE	12,500lf pre-chlorinated pipe bursting using electro-fusion fittings	56 days
Boyd's Key West Campground	Sewer	Boyd's Key West Campground	Robert Jones 305-294-1465	4" - 6" - 8" Clay	4" - 6" - 8" HDPE	1,900lf pipe bursting with 30 laterals	45 days
Project Name Unknown	Water	Aquarion Water Company, Connecticut	Harold Ryder 203-337-5983	6" Cast Iron	8" HDPE	2,000lf pre-chlorinated pipe bursting	3 weeks

Underground Construction Solutions, LLC

Juan C. Zamora
PM/Owner

5535 Memorial Dr. #1212
Houston, TX 77007
361-510-9263
JC@ucshouston.com

Date:	9/13/2021
Content of Submittal:	proposal
Project Title:	RFP 2021-015
General Contractor:	Underground Construction Solutions
Manufacturer:	Various per specifications
Location of Install:	City of Palestine

Underground Construction Solutions, llc is pleased to provide the attached proposal for the Labor, Equipment, Supervision needed to complete the Palestine Rail Road Park Waterline Replacement per city of Palestine specifications.

Contractor: Underground Construction Solutions, llc

Signature:

Juan C. Zamora, PM/Owner

CONSTRUCTION PROPOSAL

Underground Construction Solutions, llc 5535 Memorial Dr. #1212 Houston, TX 77007

(361) 510-9263 jc@ucshouston.com

UCS

CUSTOMER
City of Palestine

ESTIMATE NO
913B

DATE
9/13/2021

ADDRESS
504 North Queen St.

CITY/STATE/ZIP
Palestine, TX 75801

PHONE
903-731-8423

E-MAIL
pwadmin@palestine-tx.org

PREPARED BY
Juan C. Zamora

PROJECT
Palestine Rail Road Park
Waterline Replacement 2021-017

ATTENTION
City Secretary

PROPOSED LENGTH OF PROJECT
140 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
10000	6" C900 in place-Open cut	$20.00	**$200,000.00**
1	4" Meter with Vault--delivery and crane by city	$7,000.00	**$7,000.00**
1	2" Meter	$1,000.00	**$1,000.00**
3	Fire Hydrant assemblies	$800.00	**$2,400.00**
1	kill out old line, cut and plug Only---NO grout/Removal	$2,000.00	**$2,000.00**
1	Tie New 6" WL to all old lines	$500.00	**$500.00**
1	TS&V on AC pipe 6X12"	$4,000.00	**$4,000.00**
9	Valves	$500.00	**$4,500.00**
1	2" Flush Station	$750.00	**$750.00**
1	Bore under County Rd -100' 10" Casing	$10,000.00	**$10,000.00**
	creeck crossings--Bored if needed per crossing	$4,000.00	**$0.00**
	Bacterial testing included	$0.00	**$0.00**
	Pressure testing included---120PSI for 8 HRS	$0.00	**$0.00**
	Traffic Control Included	$0.00	**$0.00**
	Trench safety included	$0.00	**$0.00**
	Mobalization included--**start date Jan 2022**	$0.00	**$0.00**
	Sod restoration NOT included		**$0.00**
	swppp per city requirements		**$0.00**
			$0.00
			$0.00
			$0.00
			$0.00

SUBTOTAL	**$232,150.00**
TAX RATE	**0.00%**
SALES TAX	**$0.00**
OTHER	
TOTAL	**$232,150.00**

THIS PROPOSAL INCLUDES THE CONDITIONS NOTED:

All Material to be Provided by City of Palestine including PVC pipe, Valves, Fittings, Casing, Asphalt, bank sand, base, and stabalized sand as needed.
Hauling off site and disposal of spoils to be done by the city.
UCS is responsible in providind labor, Equipment, and Supervision in order to complete the above project

Sign Below to Accept Quote:

Authorized Rep Date

Qualifying: References/Contracts-UCS

	Name:	Project	Description	Contract size	Owner	Association	Title	Phone:	Email:	
1	Alfredo Amet P.E	Construction of lee road 12" WL Extension Job No.00142-0168-0	2" WL, wet connect, hydrants,blow o	$ 70,740.00	Harris Co. MUD #26	Jones Carter	Civil Engineer	281-795-0901		
2	Eli Hurtado	Trammel-Fresno Road Waterline Relocation	12" WL, wet connect, Bores, TS&V, valves,hydrants,blow offs	$ 306,966.00	Fort Bend Co. FWD No.1	EDP Water	Construction Manager	4966 Eli: 832-344-		
3	Julia Horie P.E	East Homeward Way, Re-used Waterlines for New Territory	2"-8" WL, wet connects,bores,open cut,valves, blowoffs, meters	$ 456,351.00	Fort Bend LID No. 7	Costello INC	Civil Engineer	713-783-7788	jhorie@costelloinc.com	
4	David Dybala P.E	Davis and West Davis Road Waterline Job No.: WHXH7519	8" WL, wet connects,bores, open cut,valves, hydrants	$ 166,638.00	Fort Bend Co. FWD No.1	Jacobs Engineering	Civil Engineer	281-983-2344		
5	Phillip Huseman P.E	City of Hempstead Waterline Replacement	12" WL HDPE/C900, valves, 20"-400lf steel casing under creek	$ 138,200.00	City of Hempstead	KSA Engineering	Civil Engineer	281-494-3252		
6	Cole Caraway P.E	Emergency Interconnect with La Porte	8" WL, wet connects,bores, open cut, Metering Vault	$ 62,076.00	City of Morgans Point	KSA Engineering	Civil Engineer	281-494-3252	ccaraway@ksaeng.com	2017
7	Jeffery W. Jones ATTN: Jessic Taylor	12" WL Improvements FM 1464 phase 1 from Bissonnet st. to Bellaire Blvd	7,000 LF of 12" WL-1,200LF of 20" casing	$ 677,605.00	Fort Bend Co. MUD#30	JA- Costanza	Inspector	281-930-9339	jwjones@jac-ce.com	
8	Matt Thonnes	Bridgeland Centerpoint Underground Conduits, Phase 13	2,000 LF of 4" conduits & 1,200 LF of 20" casing	$ 485,680.00	Bridgeland Development, LP	BGE	Inspector	772-233-0949	mthonnes@bgeinc.com	
9	Mike McClung P.E Hojin Lim P.E	WL Rehabilitation/Replacement for Bialock Rd., Flint Forest Ln., and Wendover Ln.	8" WL HDPE/C900, wet connects via trenchless	$ 406,381.00	City of Bunker Hill Village	RPS Klotz	Civil Engineer	281-589-7257	Mike.McClung@rpsgroup.com	2018
10	Kimberly Waddell	2018 WL Improvements Seabrook Project No.: 2018-308-1	12" WL, wet connect, bores, casing	$ 39,200.50	City of Seabrook	Cobbfendley	Civil Engineer	281-993-4953	kwaddell@cobbfendley.com	
11	Webb Pederson	Point Aquarius Sub--Section 1 Waterline Replacement-Phase III	2,850 LF of 8" WL C900,casing, valves, FH, trenchless	$ 272,700.00	Point Aquarious MUD	Huitt-Zollars, INC.	Inspector	281-813-3670	wpederson@huitt-zollars.com	
12	Ricky Bourque	Bayshore Park waterline Relocation	1,400 LF of 6" WL via trenchless	$ 130,372.00	City of La Porte	Shaumburg&Polk,INC	Civil Engineer	281-920-0487	rbourque@spi-eng.com	
13	Bobby Nagel	Phase 3C Reclaimed water Distribution	5,500 LF of 4"&6" PVC via trenchless	$ 367,275.00	Southern Montgomery Co. MU	Cobbfendley/LTRA	Civil Engineer	713-859-9528	bnagel@ltraengineers.com	
14	Jaime Salinas P.E	Waterline extension Along Wallisville Rd. Phase II	2,419 Lf of 12" WL via renchless with 20" casing	$ 377,172.00	Harris Co. MUD #53	Huitt-Zollars, INC.	Civil Engineer	281-496-0066	jsalinas@huitt-zollars.com	2019
15	Levi Love	PineWood Drive WaterLine Extension	1,400 - 6" WL, wet connects, bores, open cut, Meters	$ 61,925.00	Chateau Woods MUD	L Squared Engineering	Civil Engineer	936-647-0420	levi@l2engineering.com	
16	Edwin Lloyd	Street, Drainage, and Water Line Improvements for Warrenton Dr, Kilts Dr, and Valley Star Dr.	3,800 LF of 8" WL, wet connects, bores, open cut, DIP, Meter connections	$ 379,248.00	Bunker Hill Village	Bunker Hill Village	Inspector	281-660-8737	elloyd@lsa-engineers.com	
17	Stephen Mobley	2018 Water Improvements TXCDBG Contract No. 7218189	2,740 Lf of 6" WL, Wet connects, meters, FH	$ 235,500.00	Hallettsville TX	~~TRC Companies~~ Garver	Civil Engineer	512-689-6415	~~Smobley@TRCcompanies.com~~ sjmobley@garver.com	
18	David Sheblak	2019 Water Distribution System Improvements TXCDBG Contract 7218090	7,000 LF of 6" WL, FH, Services,	$ 468,129.00	Columbus TX	John D. Mercer	Civil Engineer	361-782-7121	dsheb@jdmercer.com	
19	Ryan Craig Vogler	8" forcemain to serve Breckenridge west Within Timberlane Utility District	1800 LF of 8" DR18 sanitary sewer forcemain	$ 123,530.00	Spring, TX	Van De Wiele & Vogler, Inc	Civil Engineer	713-782-0042	rvogler@vandewiele-eng.com	2020
20	William Ragner	Katy Gap Waterline Extension	1,500 LF of 8" WLC900, access roads, 24" RCP C-76	$ 148,664.00	Katy, TX	Van De Wiele & Vogler, Inc	Civil Engineer	713-782-0043	WRegner@vandewiele-eng.com	
21	Tory Miller	Sam Houston Ave. & Ave. J Waterline Replacement	Approx 1,000 Lf of 12" & 8" WL	$ 156,105.00	Huntsville, TX	McClure &Browne Engineering/Surveying, INC	Civil Engineer	979-693-3838	torym@mcclurebrowne.com	
22	Steven Robertson	2018-2019 Miscellaneous Waterline Replacement	Approx 2,500 Lf of 12" & 8" WL	$ 358,862.00	Huntsville, TX	LightPoint Consulting Eng.	Civil Engineer	713-614-9097	steven@spetexas.com	
23	Jaime Salinas P.E	PAMUD-Point Aquarius Subdivision Section 1 Waterline Replacement Phase IV	Approx 2,000 LF of 8" WL	$ 207,142.00	Willis, TX	Huitt-Zollars, INC.	Civil Engineer	832-350-2323	jsalinas@huitt-zollars.com	
24	Doug Bradford	Glen Cove 14-inch Force Main on FM 2094 Project	Approx 3,000 LF of 14" SS Forcemain, 24" Cassing	$ 652,595.00	League City,TX	Arkk Engineers	Civil Engineer	832-498-3183	doug.bradford@arkkengineers.com	
25	Lance Hale	12" PVC WL off I-45 Feeder (Private job)	approx 750 Lf of 12" WL infront of Ron carter Dealer	$ 110,000.00	Friendswood	Freeman	Owner representative	816-695-5783		2021
26	Shanna O'hara	Briarcreek Water Main Relocation	Approx 500 Lf of 8" WL	$ 78,726.00	Spring,TX	Vogler & Spencer Eng.	Civil Inspector	713-7820042	Sohara@vs-eng.com	
26	Halle Wise	Bank				Wells Fargo	Bank Manager	713-209-6342		
27	Jesus Leon	Supplier	Main Supplier			HD Supply/Core&Main	Sales Manager	713-672-1472	Jesus.Leon@coreandmain.com	
28	Tim Kirk	Surety	bonds			American Surety		281-256-3830	timkirk7@comcast.net	

Client#: 57832 UNDERCON

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Nitsche Group
708 Sul Ross Street
Houston, TX 77006

CONTACT NAME: Christine Blum
PHONE (A/C, No, Ext): 713-522-6956 FAX (A/C, No): 713-522-5543
E-MAIL ADDRESS: ChristineB@TheNitscheGroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : State Automobile Mutual Insurance Co.	25135
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Underground Construction Solutions, LLC
5535 Memorial Dr, Ste 1212
Houston, TX 77007

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY			ENS0007080	06/25/2021	06/25/2022	EACH OCCURRENCE	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$2,000,000
								$
C	AUTOMOBILE LIABILITY			10029674CA	06/25/2021	06/25/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR			XNS0007711 "Follows Form"	06/25/2021	06/25/2022	EACH OCCURRENCE	$2,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$2,000,000
	DED [X] RETENTION $0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		0002032505 TX Employees Only	06/25/2021	06/25/2022	[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Contractors Pollution Liability			ENS0007080	06/25/2021	06/25/2022	$1,000,000 Per Occur. Subject to GL Gen. Agg.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

RJ. Nitsche

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DESCRIPTIONS (Continued from Page 1)

Liability, Auto Liability and Workers Compensation as per policy provisions when required by written contract. GL Form #CG 20 10 10 01, CG 20 37 10 01, ENS-40 09 15, BA Form #BA 30 00 12 15, and WC Form #WC 42 03 04 B 06 14 attached. As per policy provisions, the General Liability policy contains an endorsement with primary wording, ENS-44 01 17. The General Liability, Auto Liability, and Workers Compensation policies to be endorsed to include a 30 Day Notice of Cancellation endorsement providing 30 days advance notice if the policy is canceled by the company other than for non payment of premium or direct cancellation by named Insured as per policy provisions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: As required by written contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: As required by written contract.
Location And Description of Completed Operations: All Locations
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2000

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
ENS0007080	06/25/2021	Underground Construction Solutions, LLC.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY—OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE FORM

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

AUTHORIZED REPRESENTATIVE DATE

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SCOTTSDALE INSURANCE COMPANY®

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
ENS0007080	06/25/2021	Underground Construction Solutions, LLC.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
CONTRACTOR'S POLLUTION LIABILITY COVERAGE FORM
PROFESSIONAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person Or Organization: As required by written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV—Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

AUTHORIZED REPRESENTATIVE DATE

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A. ADDITIONAL INSURED – AUTOMATIC STATUS

Item A.1.c. of SECTION II –COVERED AUTOS LIABILITY COVERAGE,WHO IS AN INSURED is deleted and replaced with the following:

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

The following paragraph is added to SECTION II –A.1. WHO IS AN INSURED:

d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

(1) any organization 180 days or more after its acquisition or formation; or
(2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is

Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a $100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a $1,000 deductible will apply for the "loss".

V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE

Paragraph b. 7.5.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

Anywhere in the world if a covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 6/25/21 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002032505 of Texas Mutual Insurance Company effective on 6/25/21

Issued to: UNDERGROUND CONSTRUCTION SOLUTIONS, LLC

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

6/22/21

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

City of Palestine - 504 North Queen Street - Palestine TX 75801

199787

01-00068 ** ANDERSON COUNTY APPRAISAL DISTRICT ** 12/03/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/30/2021	202112039259		ANDERSON COUNTY APPRAISAL DIST	35,968.01
	1ST QTR APPRAISAL FEES			

CHECK TOTAL 35,968.01

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

199787

DATE	AMOUNT
12/03/2021	$***35,968.01

VOID AFTER 90 DAYS

PAY ---- THIRTY FIVE THOUSAND NINE HUNDRED SIXTY EIGHT & 01/100 DOLLARS ----

TO THE ORDER OF
** ANDERSON COUNTY APPRAISAL DISTRICT **
P O BOX 279
PALESTINE, TX 75802

RUB RED IMAGE FADES WITH HEAT

199787

01-00068 ** ANDERSON COUNTY APPRAISAL DISTRICT ** 12/03/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/30/2021	202112039259		ANDERSON COUNTY APPRAISAL DIST	35,968.01
	1ST QTR APPRAISAL FEES			

** ANDERSON COUNTY APPRAISAL DISTRICT **
P O BOX 279
PALESTINE, TX 75802

CHECK TOTAL 35,968.01

00068

Anderson County Central Appraisal District

November 30, 2021

RECEIVED
DEC 0 2 2021
BY:

Financial Dept - Accounts Payable
City of Palestine
504 N. Queen
Palestine, TX 75801

Entity Participation Costs 2022 Budget $143,872.03

	Due Date	**Date Paid**
1st Quarterly Payment	Dec. 31, 2021	
2nd Quarterly Payment	March 31, 2022	
3rd Quarterly Payment	June 30, 2022	
4th Quarterly Payment	Sept. 30, 2022	

PAYMENT AUTHORIZATION
Due Date: Vendor #
PO # Parcial ☐ Complete ☐
Acct #: 010-5-210-3221 $ 35,968.21
Acct #: $
Description: 21 Appraisal Fees
DPT DIR: D:
FINC DIR: $35,968.01 12/3/21
CTY MNR: D: 12/3/21

Amount Due: December 31, 2021

"Sec. 6.06 (e)
Unless the governing body of a unit and the chief appraiser agree to a different method of payment, each taxing unit shall pay its allocation in four equal payments to be made at the end of each calendar quarter, and the first payment shall be made before January 1 of the year in which the budget takes effect. A payment is delinquent if not paid on the date it is due. A delinquent payment incurs a penalty of five (5) percent of the amount of the payment and accrues interest at an annual rate of ten (10) percent. If the budget is amended, any change in the amount of a unit's allocation is apportioned among the payments remaining."

Thank you,

Adrienne Polk,
Chief Appraiser

2022 ENTITY PARTICIPATION COSTS
(Appraisal Budget)

ENTITY	2021 TOTAL LEVY	PERCENT OF TOTAL LEVY	PARTICIPATION AMOUNT	INVOICE AMOUNT
Anderson County	17,354,713			
Farm Mkt/Flood Control	694,388			
Total	18,049,101	28.40%	$329,004.07 per quarter	$82,251.02
TVCC - Frankston	296,990			
TVCC - Palestine	696,768			
TVCC - LaPoynor	69,522			
Total	1,063,281	1.67%	$19,381.79 per quarter	$4,845.45
City of Elkhart	140,847	0.22%	$2,567.41 per quarter	$641.85
City of Frankston	307,606	0.48%	$5,607.13 per quarter	$1,401.78
City of Palestine	7,892,792	12.42%	$143,872.03 per quarter	$35,968.01
Cayuga ISD	3,154,468	4.96%	$57,500.53 per quarter	$14,375.13
Elkhart ISD	4,074,186	6.41%	$74,265.41 per quarter	$18,566.35
Frankston ISD	2,358,588	3.71%	$42,993.00 per quarter	$10,748.25
Neches ISD	1,586,670	2.50%	$28,922.27 per quarter	$7,230.57
Palestine ISD	17,119,595	26.94%	$312,060.77 per quarter	$78,015.19
Slocum ISD	1,534,269	2.41%	$27,967.09 per quarter	$6,991.77
Westwood ISD	5,714,521	8.99%	$104,165.90 per quarter	$26,041.47
Athens ISD	59,636	0.09%	$1,087.07 per quarter	$271.77
Lapoynor ISD	498,815	0.78%	$9,092.53 per quarter	$2,273.13
TOTAL	63,554,377	100.00%	$1,158,487.00 per quarter	$289,621.75

Anderson County Central Appraisal District

November 30, 2021

Mayor Dana Goolsby
City of Palestine
504 N. Queen
Palestine, TX 75801

Entity Participation Costs 2022 Budget $143,872.03

	Due Date	**Date Paid**
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4th Quarterly Payment	Sept. 30, 2022	

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Thank you,

Adrienne Polk,
Chief Appraiser

P.O. Box 279, Palestine, TX 75802 / Phone (903) 723-2949 / Fax (903) 723-5990

2022 ENTITY PARTICIPATION COSTS
(Appraisal Budget)

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Anderson County	17,354,713			
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Lapoynor ISD	498,815	0.78%	$9,092.53 per quarter	$2,273.13
TOTAL	63,554,377	100.00%	$1,158,487.00 per quarter	$289,621.75

City of Palestine - 504 North Queen Street - Palestine TX 75801

199821

01-03350 ** WASTE CONNECTIONS OF TX, INC. ** 12/03/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/02/2021	4071117 CITY-WIDE CLEANUP		WASTE CONNECTIONS OF TX, INC.	25,885.00

CHECK TOTAL 25,885.00

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

199821

DATE	AMOUNT
12/03/2021	$***25,885.00 VOID AFTER 90 DAYS

PAY ---- TWENTY FIVE THOUSAND EIGHT HUNDRED EIGHTY FIVE & 00/100 DOLLARS ----

TO THE ORDER OF
** WASTE CONNECTIONS OF TX, INC. **
EAST TEXAS DISTRICT
2107 STATE HWY 135 N
KILGORE, TX 75662

RUB RED IMAGE FADES WITH HEAT

199821

01-03350 ** WASTE CONNECTIONS OF TX, INC. ** 12/03/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/02/2021	4071117 CITY-WIDE CLEANUP		WASTE CONNECTIONS OF TX, INC.	25,885.00

** WASTE CONNECTIONS OF TX, INC. **
EAST TEXAS DISTRICT
2107 STATE HWY 135 N
KILGORE, TX 75662

CHECK TOTAL 25,885.00

City of Palestine - 504 North Queen Street - Palestine TX 75801

WASTE CONNECTIONS

CITY OF PALESTINE - CLEAN UP
504 N QUEEN ST
PALESTINE, TX 75801-2733

WASTE CONNECTIONS LONE STAR, INC
PO BOX 3125
KILGORE, TX 75663-3125
DISTRICT NO. 5176

RECEIVED
NOV 0 2 2021
BY:

ACCOUNT NO.	5176-015181862
INVOICE NO.	4071117
STATEMENT DATE	11/2/2021
DUE DATE	
BILLING PERIOD	-

FOR ASSISTANCE CALL

CUSTOMER SERVICE	903-986-1959
FAX	903-986-9019
ONE TIME PAYMENTS	855-569-2719

INVOICE STATEMENT

Date	Description			Amount
	Previous Balance			**$0.00**
	Total Payments			**$0.00**
	Service Location	**CITY OF PALESTINE - CLEAN UP**		
	Acct #5176-015181862	**504 N QUEEN ST**		
10/9/2021	ADJUSTMENT SERVICE - RES	RECLINERS	(14.00 @ $5.50)	$77.00
10/9/2021	ADJUSTMENT SERVICE - RES	COUCHES	(42.00 @ $5.50)	$231.00
10/9/2021	ADJUSTMENT SERVICE - RES	MATTRESSES	(54.00 @ $5.00)	$270.00
10/9/2021	ADJUSTMENT SERVICE - RES	COMP YARD	(167.00 @ $16.00)	$2672.00
10/9/2021	ADJUSTMENT SERVICE - RES	LOOSE YARD	(1006.00 @ $22.50)	$22635.00
	5176-015181862 Charges and Taxes			**$25885.00**
	Current Charges And Fees			**$25885.00**
	Total Due			**$25885.00**

Please remit to the address below and return your remit stub with your payment

WASTE CONNECTIONS

WASTE CONNECTIONS LONE STAR, INC
PO BOX 3125
KILGORE, TX 75663-3125

ACCOUNT NO.	5176-015181862
INVOICE NO.	4071117
STATEMENT DATE	11/2/2021
DUE DATE	
PAY THIS AMOUNT	$25885.00

WRITE AMOUNT PAID $

CITY OF PALESTINE - CLEAN UP
504 N QUEEN ST
PALESTINE, TX 75801-2733

MAIL PAYMENTS TO:
WASTE CONNECTIONS LONE STAR, INC
PO BOX 3125
KILGORE, TX 75663-3125

PAYMENT AUTHORIZATION
Due Date: _____ Vendor # _____
PO # _____ Parcial ☐ Complete ☐
Acct #: 005-530-3266 $ 25,885.00
Acct #: _____ $ _____
Description: City-wide cleanup
DPT DIR: _____ D: _____
FINC DIR: _____ D: 11/29/21
CTY MNR: _____ D: 11/30/21

City of Palestine - 504 North Queen Street - Palestine TX 75801 **199801**

01-04694 ** DUPLICHAIN CONTRACTORS, LLC ** 12/03/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/30/2021	ESTIM 2	20-04230	DUPLICHAIN LINK STREET	49,680.00

CHECK TOTAL 49,680.00

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

199801

DATE	AMOUNT
12/03/2021	$***49,680.00

VOID AFTER 90 DAYS

PAY ---- FORTY NINE THOUSAND SIX HUNDRED EIGHTY & 00/100 DOLLARS ----

TO THE ORDER OF
** DUPLICHAIN CONTRACTORS, LLC **
100 ELKHART ST
ALTO, TX 75925

YOUR RED IMAGE FADES WITH HEAT

199801

01-04694 ** DUPLICHAIN CONTRACTORS, LLC ** 12/03/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/30/2021	ESTIM 2	20-04230	DUPLICHAIN LINK STREET	49,680.00

** DUPLICHAIN CONTRACTORS, LLC **
100 ELKHART ST
ALTO, TX 75925

CHECK TOTAL 49,680.00

City of Palestine - 504 North Queen Street - Palestine TX 75801

PROGRESS ESTIMATE - City of Palestine

received 11/30/21

Estimate No.: 2

Date: November 30, 2021
Project: **Link St - Water Replacement**
Period: 9/27/2021 11/30/2021
Contractor: Duplichain Contractors, LLP
Address: P.O. Box 637, Alto, TX 75925
Amount of Contract as Awarded: $174,800.00

Change Orders:

#1 $		#6 $	
#2 $		# 7 $	
#3 $		# 8 $	
#4 $		# 9 $	
#5 $		#10 $	

Total Change Orders: $0.00
Total Adjusted Contract: $174,800.00

PREVIOUS PAYMENTS AUTHORIZED

#1	18,630.00	#10	
#2		#11	
#3		#12	
#4		#13	
#5		#14	
#6		#15	
#7		#16	
#8		#17	
#9		#18	

Total Payments Previously Authorized: $18,630.00

Item	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
1	8in PVC Water Main	LF	5500	640.0	3,000.0	3640.00	$15.00	54,600.00
2.	1in service to 3/4in meter w/ Bore	EA	5			0.00	$1,500.00	0.00
3.	1in service to 3/4in meter	EA	4			0.00	$500.00	0.00
4.	1in service	EA	1			0.00	$500.00	0.00
5.	Fire hydrant with valve	EA	6	1	2	3.00	$1,500.00	4,500.00
6.	Abandon Old Line	EA	6			0.00	$500.00	0.00
7.	Connect to Existing Water Main	EA	7			0.00	$2,000.00	0.00
8.	Gate valve	EA	19	4	4	8.00	$900.00	7,200.00
9.	10in Steel Cased Directional Bore	LF	300	100		100.00	$60.00	6,000.00
10.	12in Steel Cased Directional Bore	LF	100			0.00	$80.00	0.00
11.	Driveway Bore	EA	7		3	3.00	$1,200.00	3,600.00
12.	Directional Bore Creek Crossing	LF	120			0.00	$40.00	0.00

*In accordance with the Contract Documents, based upon on-site observations and the data comprising the above application, the Contractor represents to the Owner that, to the best of the Contractor's knowledge, information, and belief, the Work (excluding trench safety) has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the **AMOUNT PAYABLE**.*

consistent with the Contract.

Total Amount to Date:			$75,900.00
Material on Hand:			$0.00
Subtotal:			$75,900.00
Less	10%	Retained:	$7,590.00
		Net Total:	$68,310.00
		Less Previous Payments:	$18,630.00
		Amount Payable to Contractor This Estimate:	**$49,680.00**

City of Palestine

By: _____ Date

Duplichain Contractors

By: _____ 11/30/21 Date

PAYMENT AUTHORIZATION

PO # 20-04104 Partial [X] Complete [ ]

Acct #: 610-5-110-7440-	$ 49,680.00
Acct #: 012	$
Acct #:	$

Describe: LINK ST. WATER LINE

DPT DIR: [ ]: 12-1-21

FING DIR: [ ]:

CTY MNR: JH [ ]: 12/3/21

City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04230 **Date:** 07/12/2021

Request # : 20-04303 **Vendor # :** 01-04694

ISSUED TO: DUPLICHAIN CONTRACTORS, LLC
100 ELKHART ST
ALTO, TX 75925

SHIP TO: WATER PLANT CITY OF PALESTINE
800 ACR 3722
PALESTINE, TX 75801
PLANT OPERATOR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	DUPLICHAIN LINK STREET WATERLINE REPLACEMENT AT LINK STREET RFP 2020-018	610-5-110-7440.012	022	0.00	174,800.00
					TOTAL	174,800.00

Teresa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

Purchase Orders - (Read Only)

File Edit Functions Options Help

P.O. Number	20-04104	Ordered	174,800.00	Receipt	0.00	Out	174,800.00
Req. Number	20-04167	Variance	0.00	Voided	0.00		

Item Distribution Additional Pending Invoices Misc. Req Approval Comments / Notes

Vendor Set	01-CITY OF PALESTINE	Status	Outstanding
Vendor	04694 DUPLICHAIN CONTRACTORS	Issued	11/09/2020
Department	690-110	Est. Delivery	11/09/2020
Approved by	TERESA HERRERA	Last Receipt	
Ordered by	FELIPE GARCIA	Completion	
Summary Desc	DULPICHAIN LINK STREET		

P.O. Description: WATERLINE REPLACEMENT LINK STREET RFP 2020-018

Internal Notes: ATHENS CONTRACTORS $250,950.00, DUPLICHAIN $174,800.00

Clear

Inquiry acctclerk

VENDOR	INVOICE#	POST DATE/ BANK	PO #	LINES	G/L ACCOUNT	DESCRIPTION	DISTR/DISC AMOUNT	INVOICE AMOUNT	VENDOR TOTAL
01-04694	DUPLICHAIN CONT								
	VOID-07/12/2021	VOID	20-04104	1	690 5-110-7440.012	DULPICHAIN LINK	174,800.00		

PO#	VENDOR	NAME	STAT	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
20-04104	01-04694	DUPLICHAIN CONTRACTORS, LLC	R	174,800.00	0.00 0.00	0.00 174,800.00			
		**** TOTALS ****		174,800.00	0.00 0.00	0.00 174,800.00	0.00 0.00	0.00	0.00

PO#	VENDOR	======== NAME ========	STAT	REL. FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL

----------RECEIVED AND RELEASED----------

INVOICE COUNT:	0
TOTAL AMOUNT RECEIVED:	0.00
TOTAL AMOUNT VOIDED:	174,800.00
TOTAL AMOUNT PREPAID:	0.00
TOTAL DISCOUNT:	0.00
TOTAL AMOUNT TO PAY:	0.00

----------RECEIVED AND NOT RELEASED----------

TOTAL AMOUNT RECEIVED:	0.00
TOTAL AMOUNT VOIDED:	0.00

GENERAL LEDGER ACCOUNT TOTALS

PERIOD	G/L ACCOUNT	========= NAME =========	ENCUMBRANCE REMOVED	ACTUAL AMOUNT	========LINE ITEM======== ANNUAL BUDGET	BUDGET AVAIL.	OVER BUDG	======GROUP BUDGET====== ANNUAL BUDGET	BUDGET AVAIL.	OVER BUDG
7/2021	690 5-110-7440.012	WATER LINE LINE REPLMNT	0.00	0.00						
		** FUND TOTAL **	0.00	0.00						
		** TOTAL **	0.00	0.00						

*** PROJECT TOTALS ***

PROJECT	LINE ITEM		ENCUMBRANCE REMOVED	ACTUAL AMOUNT
022 LINK ST CIP	WATER	LINK ST WATER LINE	0.00	0.00
		** PROJECT 022 TOTAL **	0.00	0.00

NUMBER OF WARNINGS: 0
NUMBER OF ERRORS: 0

** END OF REPORT **

City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04104 **Date:** 11/09/2020

Request # : 20-04167 **Vendor # :** 01-04694

ISSUED TO: DUPLICHAIN CONTRACTORS, LLC
100 ELKHART ST
ALTO, TX 75925

SHIP TO: CITY OF PALESTINE
504 NORTH QUEEN ST
PALESTINE, TX 75801

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	DULPICHAIN LINK STREET WATERLINE REPLACEMENT LINK STREET RFP 2020-018	690-5-110-7440.012	022	0.00	174,800.00
					TOTAL	174,800.00

Rosa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

04694

City of Palestine – Requisition

Date 11/9/2020	**Requested By:** Felipe Garcia	**Exempt From Bidding:**	Athens Contractors P.O. Box 768 Athens, TX 75751 903-804-8331	Duplichain Contractors, LLC PO Box 637 Alto, TX 75925			
Ship To 1620 W. Palestine Palestine, TX 75801		☐ Emergency					
Order to be Replaced By: **Requestor**☒ **Purchasing Agent**☐		☐ Sole Source ☐ Interlocal Agreement ☒ Other (explain below)					
Account Number 690-5-110-7440-012		RFP 2020-018					

Description	**Quantity/Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
Waterline replacement Link Street RFP 2020-018 PROJECT 022	1	1	250,950.00	1	174,800.00		
Shipping Charges							
		Total	250,950.00	**Total**	174,800.00	**Total**	

Awardee: Duplichain Contractors, LLC **Dept. Head Signature:** Mary Fletcher **City Manager Signature:** Barrera 11/9/20

CITY OF PALESTINE – PUBLIC WORKS
TABULATION
LINK STREET WATERLINE REPLACEMENT
RFP 2020-018

DESCRIPTION	VENDOR	VENDOR	AWARDED
WATERLINE REPLACEMENT LINK STREET	ATHENS CONTRACTOR, LLC PO BOX 768 ATHENS, TX 75751 PHONE: 903-804-8331 BID PROPOSAL $250,950.00	DUPLICHAIN CONTRACTORS, LLC 100 ELKHART RD/PO BOX 637 ALTO, TX 75925 PHONE: 936-858-4100 BID PROPOSAL $174,800.00	DUPLICHAIN CONTRACTORS, LLC $174,800.00

ATHENS CONTRACTORS, LLC
PO BOX 768
ATHENS, TX 75751 US
9038048331
office@athenstxcon.com

Estimate 1234

ADDRESS
CITY OF PALESTINE
FINANCE DEPT. ACCOUNTS PAYABLE
504 N. QUEEN ST.
PALESTINE, TEXAS 75801

SHIP TO
CITY OF PALESTINE
FINANCE DEPT. ACCOUNTS PAYABLE
504 N. QUEEN ST.
PALESTINE, TEXAS 75801

DATE	TOTAL	EXPIRATION DATE
10/10/2020	**$250,950.00**	11/10/2020

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	MOBILIZATION	1	15,000.00	15,000.00
	TRAFFIC CONTROL	1	5,000.00	5,000.00
	INSTALL 12X 8 INCH WET TAP	1	3,800.00	3,800.00
	INSTALL 8 INCH DR 18 C900	5,500	20.00	110,000.00
	INSTALL 8X1 INCH SERVICE BORE	5	2,000.00	10,000.00
	INSTALL 8X1.INCH METER SERVICE SHORT SIDE	5	850.00	4,250.00
	INSTALL FIRE HYDRANT	6	4,800.00	28,800.00
	INSTALL GATE VALVE	19	1,200.00	22,800.00
	INSTALL 10 INCH HIGHWAY BORE	300	65.00	19,500.00
	INSTALL 12 INCH HIGHWAY BORE	100	75.00	7,500.00
	TIE INTO EXISTING	8	2,000.00	16,000.00
	CAP/PLUG EXISTING	6	800.00	4,800.00
	HYDRO TEST	1	3,500.00	3,500.00

RFP 2020-018
LINK STREET WATER LINE REPLACEMENT

TOTAL $250,950.00

THANK YOU.

Accepted By

Accepted Date

Athens Contractors LLC

PO BOX 768

ATHENS TX 75751

STATEMENT OF QUALIFICATIONS

COMPANY CONTACT INFORMATION

Scott McCurley	(903) 804-8331	Owner/Manager- scott@athenstxcon.com
Norma McCurley	(903) 681-6924	AP/AR/Invoicing- office@athenstxcon.com
Jason Crow	(430) 502-3740	Project Superintendent- jason@athenstxcon.com
Roger Haas	(903) 681-4685	Job Foreman

OFFICE LOCATION

7761 Ranch Road

Athens Tx 75751

(903) 670-1130

WATER/WASTEWATER UTILITIES EXPERIENCE FROM 1985 TO PRESENT

CONTRACTOR FOR THE FOLLOWING:

CITY OF PALESTINE, CITY OF ELKHART, CITY OF ATHENS, CITY OF GRAPELAND, CITY OF FAIRFIELD, CITY OF JACKSONVILLE, CITY OF CHANDLER

PROJECTS IN CITY OF PALESTINE AND GENERAL CONTRACTORS

LACY STREET WATER MAIN REPLACEMENT

REAGAN STREET MANHOLE REPAIR

WHATABURGER PALESTINE

CVS PHARMACY

JOHN STREET DRAINAGE

SYCAMORE STREET DRAINAGE

FIRST STATE BANK PALESTINE

PALESTINE FIRE HYDRANT REPLACE (85)

GILLESPIE ROAD SEWER MAIN

PALESTINE CEMETERY SEWER MAIN REPAIR

NORTH JACKSON WATER LINE

WOLF CREEK/AIRPORT WATER MAIN

CROCKETT STREET DRAINAGE

MOORE DRIVE WATER MAIN RE-HAB

KOLSTAD STREET SEWER IMPROVEMENTS

MCDONALDS PALESTINE

CHILI'S PALESTINE

CAROLINA STREET DRAINAGE

PALESTINE AVENUE DRAINAGE

SHELBY SAVINGS BANK PALESTINE

TEXAS STREET WATER MAIN

DONNIEBROOK STREET SEWER MAIN

WEST OAK 12 INCH WATER MAIN

WEST POINT TAP WATER LINE

REAGAN STREET 14" SEWER MAIN

HILLTOP STREET WATER MAIN TIE INS

CITY OF PALESTINE REFERENCES

Felipe Garcia

Jason Shelton

Mark Fletcher

BUSINESS REFERENCES

Randy Williams- City of Athens

Director of Utilities (214)693-4834

Athens TX

Jennifer McCoy- City of Elkhart

Mayor (214) 415-2748

Elkhart TX

John McClellan- Southwest Water/Monarch Utilities

Region Manager (214) 558-6127

Dallas, TX

Karl Klanke- Marabou Suprior Pipeline

Owner (713) 278-0600

Houston, TX

Nathan Herrington- Thrive Community Church

Pastor (903) 986-6283

Athens TX

Luke Odenthal- Acme Brick Corporation

Region Manager (903) 880-2014

Malakoff, TX

Duplichain Contractors, LLC
100 Elkhart Rd./P. O. Box 637
Alto, Texas 75925
(936) 858-4100 * (936) 858-4789-Fax
jeffd@consolidated.net

Request for Proposal
Quote

October 12, 2020

City of Palestine
504 N. Queen St.
Palestine, TX 75801
Attn: City Secretary's Office

Bid Date: October 12, 2020, 3:00pm

Re: Link St. - Water Replacement

Labor and Equipment Only. All material provided by the City of Palestine.

1.	8in PVC Water Main	5500 lf @ $15.00	$82,500.00
2.	1in Service to 3/4in Meter w/ Bore	5 ea @ $1,500.00	$7,500.00
3.	1in Service to 3/4in Meter	4 ea @ $500.00	$2,000.00
4.	1in Service	1 ea @ $500.00	$500.00
5.	Fire Hydrant w/ Valve	6 ea @ $1,500.00	$9,000.00
6.	Abandon Old Line	6 ea @ $500.00	$3,000.00
7.	Connect to Existing Water Main	7 ea @ $2,000.00	$14,000.00
8.	Gate Valve	19 ea @ $900.00	$17,100.00
9.	10in Steel Cased Directional Bore	300 lf @ $60.00	$18,000.00
10.	12in Steel Cased Directional Bore	100 lf @ $80.00	$8,000.00
11.	Driveway Bore	7 ea @ $1,200.00	$8,400.00
12.	Directional Bore Creek Crossing	120 lf @ $40.00	$4,800.00
		Link St. Water Replacement Total:	$174,800.00

Note: The TX DOT right-of-way is too steep to lay the line within 5' of the right-of-way line. This price is based on the water line being laid at the toe of the slope.

Not included: Permits/fees, density test, no imported bedding or backfill material
Any item not specifically mentioned in the quote.

Sincerely, 12x8 WET TAP ON AC

Jeff Duplichain

Link St. From Loop 256 to Country Club Rd.

- REPLACEMENT OF OLD 8'' AC WATER MAIN WITH 5,500' OF 8'' C900.
- INSTALL 5- 1'' SERVICES THEN REDUCE AT METER TO ¾ THAT MUST BE BORED UNDER STATE HWY WITH 2'' CASING (LONG SERVICES)
- INSTALL 4- 1'' SERVICES THEN REDUCE AT METER TO ¾ (SHORT SIDE)
- INSTALL 1- 1'' SERVICE (SHORT SIDE)
- INSTALL 6 FIRE HYDRANTS WITH VALVES AT MAIN
- KILL OUT OLD MAINS
- TIE NEW 8'' C900 TO OLD LINES AT INTERSETIONS

INSTALL 1 WET TAPS

INSTALL 19 VALVES

BORE ACROSS STATE HWY 3 TIMES WITH 100' 6'' C900 WITH A 10'' CASING WITH A BORE

BORE ACROSS STATE HWY 1 TIME WITH 100' 8'' C900 WITH 12'' CASING

MUST MEET ALL TXDOT REGULATIONS

DUPLICHAIN CONTRACTORS
SINCE 1970

Duplichain Contractors, LLC
100 Elkhart St./P. O. Box 637
Alto, Texas 75925
(936) 858-4100 * (936) 858-4789-Fax
jasond@consolidated.net

Company Profile

Company Name:
Duplichain Contractors, LLC

Officer Email Addresses:
Greg Duplichain, President – gregd1948@gmail.com
Jeff Duplichain, Vice President – jeffd@consolidated.net
Jason Duplichain, Vice President – jasond@consolidated.net
Betty Duplichain, Secretary/Treasurer – dupco@consolidated.net

Physical Address:
100 Elkhart St.
Alto, TX 75925

Mailing Address:
P. O. Box 637
Alto, TX 75925

Phone Number:
(936) 858-4100

Fax Number:
(936) 858-4789

Officers & Duties:
- Greg Duplichain – bids jobs, construction manager of and inspects jobs
- Jeff Duplichain – bids jobs, billing for jobs, construction manager of and inspects jobs
- Jason Duplichain – administrative, insurance, bills, submittals, cost analysis, quarterly reports
- Betty Duplichain – administrative, secretarial, grant payroll reports

Primary Business:
Installation of water systems, water plants, wastewater systems, lift stations, & emergency generators in the East Texas area.

Company Background:
Duplichain Contractors, Inc. was formed by Herman Duplichain and his son, Greg Duplichain (SFA Class of 1970) in 1970. The primary function of the business was construction of custom homes. Herman retired in 1985 and Greg continued building custom homes until 1992. In 1992 the primary function of the business changed to utility construction. In 2001 Jeff Duplichain (SFA Class of 2001) entered the business as vice president of Duplichain Contractors, Inc. In 2003 Duplichain Contractors, Inc. changed from a corporation to a Limited Liability Partnership (LLP) becoming Duplichain Contractors, LLP. Jason Duplichain (SFA Class of 1993 and 1998) entered the business as a partner in 2004. On January 14, 2015, Duplichain Contractors converted from a LLP to a Limited Liability Company (LLC) officially becoming Duplichain Contractors, LLC.

Number of Years in Business:
50 years

Number of Employees:
45 employees

DUPLICHAIN CONTRACTORS, LLC

COMPLETED JOBS

DATE	OWNER	JOB	CONTRACT
2015	CITY OF JEWETT	WATER PLANT IMP.	$224,000.00
2015	CITY OF EMHOUSE	WATER IMPROVEMENTS (2)	$57,875.00
2015	CITY OF OVERTON	WWTP UPGRADES	$47,200.00
2015	CITY OF HUNTINGTON	WWTP IMPROVEMENTS	$239,500.00
2015	ELDERVILLE WSC	DISTRIBUTION SYSTEM IMP.	$497,872.20
2015	CITY OF HUNTSVILLE	WATERLINE REPLACEMENT	$1,184,427.00
2015	BROOKELAND ISD	WWTP IMPROVEMENTS	$354,660.00
2015	CITY OF WOODVILLE	WATER IMPROVEMENTS	$270,291.00
2015	CITY OF WASKOM	GROUND STORAGE TANK	$294,600.00
2016	D&M WSC	L.S. REHAB & SEWER IMP	$293,870.00
2016	NOGALUS CENTRALIA WSC	WATER LINE REPLACEMENT	$64,300.00
2016	GASTONIA SCURRY SUD	LINE IMPROVEMENTS	$22,819.00
2016	CITY OF REKLAW	WATER SYSTEM IMP.	$372,750.00
2016	CITY OF WELLS	UTILITY RELOCATION	$1,989,206.00
2016	CITY OF ALTO	WELLS GAS RELOCATION	$470,891.75
2016	GASTONIA SCURRY SUD	2016 SYSTEM IMPROVEMENTS	$294,600.00
2016	ANRA-NAC	WASTEWATER SYSTEM EXPANSION	$4,525,068.79
2016	CITY OF NACOGDOCHES	WELL NO. 14	$216,442.89
2017	CITY OF DAWSON	CLARIFIER IMPROVEMENTS	$181,700.00
2017	CITY OF NACOGDOCHES	NORTH ST WATER LINE EXT.	$31,250.00
2017	CITY OF NACOGDOCHES	PARROTT DR. SEWER EXT	$29,150.00
2017	NESTLE WATERS	WASTE WATER PROJECT	$351,730.00
2017	RUSK EDC	INDUSTRIAL PARK IMP	$63,123.00
2017	CITY OF HUNTINGTON	SEWER & WATER IMP.	$37,625.00
2017	CITY OF DIBOLL	SEWER IMPROVEMENTS	$136,249.50
2017	CITY OF TEHUACANA	WATER SYSTEM IMP.	$220,689.30
2017	CITY OF PALESTINE	WWTP GRIT IMPROVEMENTS	$734,500.00
2017	CITY OF KILGORE	NW PRESSURE PLANE IMP.	$734,710.00
2017	CITY OF HUXLEY	WATER SYSTEM IMP.	$222,250.00
2017	CITY OF KENNARD	PRESSURE TANK & PIPING IMP	$158,395.00

2017	EAST TEXAS MUD/ SMITH CO.	SEWER IMPROVEMENTS	$561,467.00
2017	SOUTHERN UTILITIES	HIGH PUMP SERVICE STATION	$608,730.00
2018	TRI-COUNTY SUD	CHEMICAL FEED SYSTEM	$100,526.80
2018	EAST TEXAS MUD	TX BEST SMOKEHOUSE SEWER	$170,620.00
2018	GRAPELAND ISD	STORM DRAING	$143,930.00
2018	CONSOLIDATED WSC	PROPOSED PRESSURE TANK	$92,900.00
2018	CITY OF GRAPELAND	UTILITY IMPROVEMENTS	$799,528.00
2018	CENTRAL WCID	UTILITY IMPROVEMENTS	$457,438.00
2018	ANGELINA CO. FRESH WATER	WATER & SEWER IMP.	$69,328.75
2018	ALABAMA COUSHATTA	SEWER IMPROVEMENTS	$146,600.00
2018	CITY OF TEAGUE	WATERLINE PROJECT	$258,888.00
2018	CITY OF GLADEWATER	WATERLINE IMP.	$210,400.00
2018	CITY OF TIMPSON	WATER PLANT IMP.	$226,380.00
2018	CITY OF MINEOLA	UTILITY INFRASTRUCTURE IMP.	$605,975.90
2018	TRI COUNTY SUD	WATER PLANT #4 IMP.	$348,100.00
2018	DARLING INGREDIENTS	WWTP	$888,400.00
2019	CITY OF ALTO	WWTP IMPROVEMENTS	$214,440.00
2018	CROSS ROADS SUD	WATERLINES PROJECT	$965,815.00
2018	CITY OF RICHLAND	PLANT IMPROVEMETNS	$85,512.00
2018	CITY OF RICHLAND	DISTRIBUTION IMPROVEMENTS	$65,400.00
2018	CITY OF KOSSE	PLANT IMPROVEMENTS	$638,834.00
2019	CITY OF CROCKETT	WW SYSTEM IMPROVEMENTS	$196,455.00
2019	WODEN WSC	PLANT IMPROVEMENTS	$265,550.00
2019	CITY OF GLADEWATER	SEWER LINE IMPROVEMENTS	$125,468.00
2019	CITY OF CHANDLER	WATERLINE IMPROVEMENTS	$221,464.00
2019	CITY OF NEW SUMMERFIELD	WATERLINE IMP.	$299,968.06
2019	CITY OF GARRISON	SEWER IMPROVEMENTS	$12,700.00
2019	CITY OF GRAPELAND	WATER SYSTEM IMP.	$228,780.00
2019	CITY OF HENDERSON	WATER MAIN EXTENSION	$217,164.30
2020	BOYS & GIRLS CLUB OF ETX	SEWER EXTENSION	$15,360.00
2019	CITY OF LUFKIN	WWTP IMPROVEMENTS	$893,400.00
2019	MERCY SHIPS FOUNDATION	NEW WWTP	$376,215.00
2019	CITY OF CARTHAGE	SEWER IMPROVEMENTS	$299,471.40
2019	TRINITY COUNTY	WATER IMPROVEMENTS	$214,726.00
2019	PLEASANT SPRINGS WSC	PLANT SITE IMPROVEMENTS	$215,745.00

JOBS IN PROGRESS

DATE	OWNER	JOB	CONTRACT
2019	ANDERSON CO CREEK WSC	PLANT IMPROVEMENTS	$529,290.00
2019	D&M WSC	PLANT REHABILITATION	$1,261,638.00
2019	CITY OF CHANDLER	WATER WELL WATERLINE	$90,986.00
2019	CITY OF NACOGDOCHES	SEWER & WATER LINE IMP.	$412,195.00
2020	NUCOR-VULCRAFT	STORM DRAIN, SEWER& WATER	$236,652.00
2020	CITY OF KILGORE	TRANSMISSION MAIN IMP	$1,487,390.50
2020	CITY OF CENTER	SANITARY SEWER IMP.	$869,608.75
2020	CRAFT-TURNEY WSC	NEW WATER WELL	$1,042,190.00
2020	ANGELINA COUNTY WMC	LIFT STATION	$159,985.00
2020	CEFCO – MT ENTERPRISE	SITE UTILITIES	$411,650.00
2020	LUFKIN ISD – MIDDLE SCHOOL	SITE UTILITIES	$378,900.00
2020	SHELBY CO/ SAND HILL WSC	GWT PLANT	$199,600.00
2020	CITY OF NACOGDOCHES	DOWNTOWN SEWER REHAB	$688,535.00
2020	CITY OF LOVELADY	WATER WELL NO. 4 PLANT	$165,390.00

Municipality References

City of Nacogdoches, Texas	
Steve Bartlett	(936) 559-2522
Case Opperman	(936) 559-2515
City of Center, Texas	(936) 598-2941
Marcus Cameron	
City of Timpson, Texas	(936) 254-2421
Larry Burns	
City of Rusk, Texas	(903) 683-2213
Thomas Thompson	
City of New Summerfield, Texas	(903) 726-3651
Peter Eads	
Angelina Neches River Authority	(936) 632-7795
Chris Key	

City of Palestine - 504 North Queen Street - Palestine TX 75801

199558

01-05085 ** MCGUFFY ASPHALT, PAVING & DIRT CONSTRUCTION,INC ** 11/04/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/01/2021	2031	20-04268	LAMAR STREET RESURFACING	272,500.00

CHECK TOTAL 272,500.00

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

199558

DATE	AMOUNT
11/04/2021	$**272,500.00

VOID AFTER 90 DAYS

PAY ---- TWO HUNDRED SEVENTY TWO THOUSAND FIVE HUNDRED & 00/100 DOLLARS ----

TO THE ORDER OF
** MCGUFFY ASPHALT, PAVING & DIRT CONSTRUCTION,INC **
P O BOX 1140
FRANKSTON, TX 75763

RUN RED IMAGE FADES WITH HEAT

199558

01-05085 ** MCGUFFY ASPHALT, PAVING & DIRT CONSTRUCTION,INC ** 11/04/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/01/2021	2031	20-04268	LAMAR STREET RESURFACING	272,500.00

** MCGUFFY ASPHALT, PAVING & DIRT CONSTRUCTION,INC **
P O BOX 1140
FRANKSTON, TX 75763

CHECK TOTAL 272,500.00

City of Palestine - 504 North Queen Street - Palestine TX 75801

McGuffey Asphalt Paving and Dirt Contracting Inc.

Invoice

McGuffey Asphalt Paving
and Dirt Contracting Inc.
P.O. Box 1104
Frankston, Texas 75763

Date	Invoice #
11/1/2021	2031

Bill To
City of Palestine

Description	Amount
Materials and Labor Services completed: Resurface project for Lamar St. - Removed and hauled off existing asphalt. - Demo and removed approximately 1130 linear ft of concrete. - Graded existing base to proper grade - Installed 6 to 7 compacted inches of flex base where 6 to 7 inch thick concrete was removed. - Laid 2.5 inches of Type D Hot-Mix asphalt and compacted to proper density	272,500.00

PAYMENT AUTHORIZATION

PO # 20-04268 Partial ☐ Complete ☑

Acct #: 520-5-100-4020 $ 272,500.00

Acct #: $

Acct #: $

Describe: Relay asphalt on Lamar St.

DPT DIR: ☐: 11-2-21

FINC DIR: ☐:

CTY MNR: ☐:

Total	$272,500.00



City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04268 **Date:** 09/15/2021

Request # : 20-04343 **Vendor # :** 01-05085

ISSUED TO: MCGUFFY ASPHALT, PAVING & DIR
P O BOX 1140
FRANKSTON, TX 75763

SHIP TO: STREET DEPT
201 EAST CORONACA STREET
PALESTINE, TX 75801
ATTN: CR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	LAMAR STREET RESURFACING LAMAR STREET RESURFACING. RFP 2021-003	520-5-100-4020	021	0.00	272,500.00
					TOTAL	272,500.00

Rosa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

City of Palestine – Requisition

Date 8/25/2021	**Requested By:** Jason Shelton	**Exempt From Bidding:**	McGuffey Contracting, Inc. PO Box 1104 Frankston, TX 75763 Phone: (903) 922-2886		
Ship To 1620 W. Palestine Palestine, TX 75801		☐ Emergency			
Order to be Replaced By: **Requestor☒** **Purchasing Agent☐**		☐ Sole Source ☐ Interlocal Agreement ☒ Other (explain below)			
Account Number 520-5-100-4020		RFP 2021-003			

Description	**Quantity/Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
Lamar Street Resurfacing – RFP 2021-003	1	1	$272,500.00				
Shipping Charges							
		Total	$272,500.00	**Total**		**Total**	

Awardee: McGuffey Contracting, Inc. **Dept. Head Signature:** Jason Shelton approval to sign over phone JP **City Manager Signature:** 9/15/21

THE CITY OF PALESTINE TEXAS • 1846

Agenda Date: August 23, 2021
To: City Council
From: Lisa Phillips, Public Works Admin
Agenda Item: Consider awarding Bid RFP 2021-003 for Lamar Street Resurfacing to McGuffey Contracting, Inc.
Date Submitted: 08/23/2021

SUMMARY:

Consider awarding Bid RFP 2021-003 to McGuffey Contracting, Inc. in the amount of $272,500.00 for Lamar Street Resurfacing. McGuffey Contracting, Inc. was the sole bidder for this project. Bid Proposal is attached.

RECOMMENDED ACTION:

Recommend awarding RFP 2021-003 to McGuffey Contracting, Inc. for resurfacing of Lamar Street.

CITY MANAGER APPROVAL:

Attachments

Lamar Street Resurfacing

McGuffey Contracting Inc.

P.O. Box 1104

Frankston, TX 75763

903-922-2886

City of Palestine

2020/2021 Lamar Street

Resurfacing Project

City of Palestine Public Works Street Department,

Thank you for the opportunity to bid on the resurfacing project on Lamar Street. Here at McGuffey contracting we have a vast knowledge of this type of project, as well as the staff and equipment to complete the job at the highest quality. I understand the scope of work provided to me on the City's website and I am confident that we can complete the job to your standards. We have had the pleasure of working for the city in the past. Thank you again for your consideration.

Scope of work for resurfacing Lamar Street: Approximately 90,045 Sq. Ft.

- Remove and haul off existing asphalt using milling machine, excavator, backhoe, and tandem axle 12 yard dump trucks.
- Demo and remove approximately 1130 linear ft of concrete street using jackhammer backhoe.
- Grade existing base to proper grade and create proper drainage using maintainer, and box blade grader.
- Install 6 to 7 compacted inches of flex base where 6 to 7 inch thick concrete was removed.
- Compact base using 7 ton vibrating steel wheel compactor.
- Lay 2.5 inches of Type D Hot-Mix asphalt using asphalt paving machine, and compact the material toa minimum of 92% density.

Timeline for Completion: We can start on the project within 2 weeks of getting permission from the City of Palestine. The project will take 24 business days to complete, weather permitting.

Relevant Projects completed for the City of Palestine: Hilltop Drive, Lowe Street, Camden Street, and Summit Drive

References :

Britt Bacon/Bacon Chevrolet (903-481-9832)

Jessica Tatum/Tatum Insurance (903-876-2159)

John Elrod/City of Palestine

Total Cost for all labor and Materials for resurfacing Lamar Street: $272,500.00

Please do not hesitate to call me with any questions or concerns.

Thank you,



Jake McGuffey

Owner/Operator

903-922-2886

IFG Companies

Policy Number: 295B012914

COMMERCIAL GENERAL LIABILITY DECLARATIONS

Named Insured:
MCGUFFEY ASPHALT PAVING & DIRT CONTRACTNG INC

Effective Date:
02/18/2021

Item 1. LIMITS OF INSURANCE

$	2,000,000	General Aggregate Limit (Other Than Products - Completed Operations)
$	2,000,000	Products - Completed Operations Aggregate Limit
$	1,000,000	Personal and Advertising Injury Limit
$	1,000,000	Each Occurrence Limit
$	100,000	Damage To Premises Rented To You Limit (Any One Premises)
$	5,000	Medical Expense Limit (Any One Person)

Refer to individual policy forms and/or endorsements for various coverage sublimits, if applicable.

Item 2. AUDIT PERIOD (If Applicable):

☒ Annually ☐ Semi-Annually ☐ Quarterly ☐ Monthly

Item 3. FORM(S) AND ENDORSEMENT(S) made a part of this policy at time of issue:

See Listing of Forms and Endorsements (IFG-I-0150)

Item 4. COMPOSITE RATE

☐ If box is checked, see Composite Rate Endorsement (IFG-I-0152) for applicable classification, rates and premiums. If box is not checked, see page 2 of these Declarations for applicable classifications, rates and premiums.

Item 5. RETROACTIVE DATE (CG 00 02 only) :

Coverage A of this Insurance does not apply to "bodily injury" or "property damage"which occurs before the Retroactive Date, if any, shown here: None (Enter Date or "None" If no Retroactive Date applies.)

Item 6. PREMIUMS

$	3,596.00	Total Coverage Part Advance Premium
$	500.00	Coverage Part Minimum Premium (if applicable)

These Declarations are part of the Policy Declarations containing the name of the insured and the policy period.

Policy Number: 295B0129_4

COMMERCIAL GENERAL LIABILITY
SCHEDULE OF CLASSIFICATIONS AND RATES

Named Insured: MCGUFFEY ASPHALT PAVING & DIRT CONTRACTNG INC

Effective Date: 02/18/2021

Loc. No.	Location Address (Premises you own, rent or occupy):	County, Borough or Parish	Rating Terr.
1	Hwy 175 East		
Bldg. No. 1	FRANKSTON TX 75763	ANDERSON	006

Code No.	Classification
91581	Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection Or Repair - Not Buildings NOC

Premium is:	Premium Base		All Other	Prod.-C.Ops
☒ Adjustable (See Premium Audit Conditions)	31,000.00	Rate:	$ 10.379	$ 8.582
☐ Flat (Not Adjustable)				
☐ Fully Earned When Written	Total Cost	Advance Premium:	$ 322.00	$ 266.00
☐ Minimum Premium				

Loc. No.	Location Address (Premises you own, rent or occupy):	County, Borough or Parish	Rating Terr.
1	Hwy 175 East		
Bldg. No. 1	FRANKSTON TX 75763	ANDERSON	006

Code No.	Classification
95410	Grading Of Land

Premium is:	Premium Base		All Other	Prod.-C.Ops
☒ Adjustable (See Premium Audit Conditions)	32,000.00	Rate	$ 15.799	$ 12.526
☐ Flat (Not Adjustable)				
☐ Fully Earned When Written	Payroll	Advance Premium:	$ 506.00	$ 401.00
☐ Minimum Premium				

Loc. No.	Location Address (Premises you own, rent or occupy):	County, Borough or Parish	Rating Terr.
1	Hwy 175 East		
Bldg. No. 1	FRANKSTON TX 75763	ANDERSON	006

Code No.	Classification
92215	Driveway, Parking Area Or Sidewalk - Paving Or Repaving

Premium is:	Premium Base		All Other	Prod.-C.Ops
☒ Adjustable (See Premium Audit Conditions)	98,000.00	Rate	$ 12.868	$ 8.573
☐ Flat (Not Adjustable)				
☐ Fully Earned When Written	Payroll	Advance Premium:	$ 1,261.00	$ 840.00
☐ Minimum Premium				

☒ See Schedule of Classifications and Rates (IFG-G-0003) for additional locations you own, rent or occupy and applicable classifications and rates and premiums.

POLICY NUMBER: 295B012914

COMMERCIAL GENERAL LIABILITY
CG 21 42 12 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - EXPLOSION, COLLAPSE AND UNDERGROUND PROPERTY DAMAGE HAZARD (SPECIFIED OPERATIONS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Location And Description Of Operations	Excluded Hazard(s)
Hwy 175 East Frankston, TX 75763 Driveway, Parking Area Or Sidewalk - Paving Or Repaving	Explosion, collapse and underground.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. The following exclusion is added to Paragraph **2. Exclusions** in **Section I - Coverages:**

This insurance does not apply to "property damage" included within the "explosion hazard", the "collapse hazard" or the "underground property damage hazard" if any of these hazards is entered as an excluded hazard on the Schedule.

This exclusion does not apply to:

a. Operations performed for you by others; or

b. "Property damage" included within the "products completed operations hazard":

B. The following definitions are added to the **Definitions** Section:

1. "Collapse hazard" includes "structural property damage" and any resulting "property damage" to any other property at any time.
2. "Explosion hazard" includes "property damage" arising out of blasting or explosion. The "explosion hazard" does not include "property damage" arising out of the explosion of air or steam vessels, piping under pressure, prime movers, machinery or power transmitting equipment.
3. "Structural property damage" means the collapse of or structural injury to any building or structure due to:
   a. Grading of land, excavating, borrowing, filling, back-filling, tunneling, pile driving, cofferdam work or caisson work; or
   b. Moving, shoring, underpinning, raising or demolition of any building or structure or removal or rebuilding of any structural support of that building or structure.
4. "Underground property damage hazard" includes "underground property damage" and any resulting "property damage" to any other property at any time.
5. "Underground property damage" means "property damage" to wires, conduits, pipes, mains, sewers, tanks, tunnels, any similar property, and any apparatus used with them beneath the surface of the ground or water, caused by and oc-curring during the use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, borrowing, filling, back-filling or pile driving.

City of Palestine - 504 North Queen Street - Palestine TX 75801

199561

01-01087 ** TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ** 11/04/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/04/2021	23006469	22-04330	TOWN CREEEK WASTEWATER	29,878.45

CHECK TOTAL 29,878.45

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

199561

DATE	AMOUNT
11/04/2021	$***29,878.45

VOID AFTER 90 DAYS

PAY ---- TWENTY NINE THOUSAND EIGHT HUNDRED SEVENTY EIGHT & 45/100 DOLLARS ----

TO THE ORDER OF
** TEXAS COMMISSION ON ENVIRONMENTAL QUALITY **
CASHIERS OFFICE, MC 214
P.O. BOX 13088
AUSTIN, TX 78711-3088

RUB RED IMAGE FADES WITH HEAT

199561

01-01087 ** TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ** 11/04/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/04/2021	23006469	22-04330	TOWN CREEEK WASTEWATER	29,878.45

** TEXAS COMMISSION ON ENVIRONMENTAL QUALITY **
CASHIERS OFFICE, MC 214
P.O. BOX 13088
AUSTIN, TX 78711-3088

CHECK TOTAL 29,878.45

City of Palestine - 504 North Queen Street - Palestine TX 75801

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INVOICE

COMPANY: CITY OF PALESTINE
ACCOUNT: 23006469

DETACH BOTTOM PORTION AND RETURN ORIGINAL COUPON WITH PAYMENT

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
23006469	OCT07,21	0.00	0.00	29,878.45

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
OCT31,21	CWQ0066309	PERMIT 0010244001 FY22 PERMIT	29,878.45	29,878.45

PAYMENT AUTHORIZATION
Partial ☐ Complete ☐
PO #
Acct #: 610-5-581-3430 $ 29,878.45
Acct #: $
Acct #: $
Describe: 2MGTP Discharge Permit Renewal
DPT DIR: ☐
FINC DIR: ☐
CTY MNR: ☐

OCT 28 2021
BAA

Please return the original coupon with payment. For questions concerning calculations or site location, please call 512-239-4671.

29,878.45

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT
INCLUDE ACCOUNT NUMBER ON CHECK

TCEQ VIPP Form AR41A 02-17-2011

OCT07,21

DETACH THIS PORTION AND RETURN WITH CHECK OR MONEY ORDER PAYABLE TO:

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

ACCOUNT NO.	BALANCE DUE
23006469	29,878.45

☐ CHECK HERE IF YOUR ADDRESS HAS CHANGED. PLEASE INDICATE ADDRESS CHANGE ON BACK

INVOICES NOT PAID WITHIN 30 DAYS OF INVOICE DATE WILL ACCRUE PENALTIES

CITY OF PALESTINE
FINANCE DEPT:ACCTS. PAYABLE
504 N QUEEN ST

PALESTINE TX 75801

0023006469 1533360 00029878451130217

City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 22-04330 **Date:** 11/03/2021

Request # : 22-04404 **Vendor # :** 01-01087

ISSUED TO: TEXAS COMMISSION ON ENVIRONME
CASHIERS OFFICE, MC 214
P.O. BOX 13088
AUSTIN, TX 78711-3088

SHIP TO: WWATER PLANT CITY OF PALESTINE
800 PRIVATE ROAD 6078
PALESTINE, TX 75801
PLANT OPERATOR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	TOWN CREEEK WASTEWATER TOWN CREEK WASTEWATER TREATMENT PLANT DISCHARGE PERMIT FOR FISCAL YEAR 2022.PERMIT 0010244001 FY 2022.	610-5-581-3430		0.00	29,878.45

TOTAL	29,878.45

Rosa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

01 087

City of Palestine – Requisition

Date: 11-01-2021	Requested By Ben Day	Exempt from Bidding:	Company:	Company:	Company:
		☐ Emergency ☐ Sole Source ☐ Interlocal Agreement ☒ Other (explain below)	**Texas Commission on Environmental Quality** P.O. Box 13088 – MC214 Austin, TX 78711-3088		
Order to be Replaced By: **Requestor☒** **Purchasing Agent☐**					
Account Number 610-5-581-3430		***TCEQ FY22 Discharge Permit for Town Creek WWTP***			

Description	Quantity/Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Town Creek Wastewater Treatment Plant Discharge Permit for Fiscal Year 2022 Description /Permit: 0010244001 FY2022 TCEQ Account # 23006469 *Invoice # CWQ0066309/10-31-2021*	1	$29,878.45	$29,878.45				
Shipping Charges							
		Total	**$29,878.45**	**Total**		**Total**	

Awardee: TCEQ

Department Head Signature: X KRO 11/1/21

City Managers Signature: X 11/3/21

Account Receivable No.: 23006469
Billing Customer: CITY OF PALESTINE

Permit/Registration No.: WQ0010244001
Customer Name: CITY OF PALESTINE

Facility/Site Name: TOWN CREEK WWTP
Authorization Type: PUB DOM WW

Flow:

Sum of Contaminated Flow Limit:	4.7
Sum of Uncontaminated Flow Limit:	0
Total Flow Assessment:	$3995

Pollutants:

Sum of Oxygen Demand (lbs/day):	392
Sum of Suspended Solids (lbs/day):	588
Sum of Ammonia (lbs/day):	118
Sum of Heat (temperature):	0
Total Pollutants Fee Assessment:	$16470

Facility Indicators used to determine the total assessment:

Aquaculture:	NO	
Stormwater Only:	NO	$0
Stormwater Fee:	NO	$0
EPA Facility Classification:	MAJOR	$2000
Facility Toxic Rating:	0	$0
Facility Disposal Method:	DISCHARGE	0% Reduction
Facility Operational Status:	ACTIVE	0% Reduction
Multiplier:	1.33	

Total Permit Fee: $29878.45

Extension data used to determine the fee assessment:

Extension Name	Uncontam Flow	Contam Flow	Oxygen Demand	TSS	Ammonia	Heat
	0	0	0	0	0	0
17882 OTFL 001 TPDES	0	4.7	392	588	118	0

Total Assessment: $29878.45

PAYMENT INFORMATION

INVOICES NOT PAID BY DUE DATE WILL ACCRUE PENALTIES

DETACH PAYMENT COUPON FROM BOTTOM OF FORM AND RETURN WITH PAYMENT IN THE ENVELOPE ENCLOSED.

Your check, certified check or money order should be made payable to the **Texas Commission on Environmental Quality.** Please include your account number on your check to ensure that payment is properly credited. You may also pay this account in full by credit card or electronic check using the following internet address: ***www.tceq.texas.gov/epay/***

If you think your billing is wrong, or if you need more information about a transaction, please address your questions to:

Texas Commission on Environmental Quality
P.O. Box 13088 - MC214
Austin, Texas 78711-3088

In your correspondence, please give us the following information:

1. **Your name and account number**
2. **The dollar amount of the suspected error**
3. **The date and reference number of the transaction(s) in question**
4. **Description of the suspected error**

The payment due date is 30 days from the invoice date. Penalty and interest charges assessed will be adjusted for fees not due. Failure to pay by the due date may result in return or denial of applications for licenses, permits, registrations, and certifications.

For Accounting questions, please contact:

Waste Fees	**(VCP, ILP, RLA, BYP)**	**512/239-0548**
	(HWG, NWG, HWF, NWF)	**512/239-6174**
	(SWD, WMS, SWM)	**512/239-0355**
	(WMB, BLP, SDP, TOX)	**512/239-0355**
Tier 2 Reporting	**(T2M, T2NM, T2PE)**	**512/239-0355**
Water Fees	**(GPS, GPW, PHS, RAF)**	**512/239-0366**
	(BWM, CRW, RGR, STX)	**512/239-0366**
	(CWQ, WQA, WWI, WWIR, EAP)	**512/239-0366**
	(WUF, WTR)	**512/239-0366**
Air Fees	**(AEF, EIF, EIT)**	**512/239-0355**
Admin Penalties	**(CAV, DCP, WDV, WQV, QWV, BPF2)**	**512/239-0548**
Dry Cleaning Fees	**(DCR)**	**512/239-6174**

For Technical questions & address changes, please contact the program via the email contact below:

AEF	AIR EMISSIONS FEE	airfees@tceq.texas.gov	**PHS**	PUBLIC HEALTH SERVICE	Wufees@tceq.texas.gov
BLP	WATERSHED MGMT. BENEF. LAND APPLI	WQ-ARPTeam@tceq.texas.gov	**RGR**	RIO GRANDE WATERMASTER	watermaster@tceq.texas.gov
BWM	BRAZOS WATER MASTER	brazoswm@tceq.texas.gov	**RLA**	RADIOACTIVE SUBSTANCE LICENSING FEE	radmat@tceq.texas.gov
BYP	RADIOACTIVE BY-PRODUCTS DISPOSAL	radmat@tceq.texas.gov	**RAF**	REGULATORY ASSESSMENT FEE	Wufees@tceq.texas.gov
CAV	ADMIN PENAL. - AIR POLL	acctrec@tceq.texas.gov	**SDP**	SURFACE DISPOSAL FEE	WQ-ARPTeam@tceq.texas.gov
CRW	CONCHO RIVER WATERMASTER	conchowm@tceq.texas.gov	**STX**	SOUTH TEXAS WATERMASTER	watermaster@tceq.texas.gov
CWQ	CONSOLIDATED WATER QUALITY FEE	WQ-ARPTeam@tceq.texas.gov	**SWD**	SOLID WASTE DISPOSAL FACILITIES	mswper@tceq.texas.gov
DCP	ADMIN PENAL. - DRY CLEANING	acctrec@tceq.texas.gov	**SWM**	SOLID WASTE MEDICAL TRANSPORTER FEE	wasteval@tceq.texas.gov
DCR	DRYCLEANING REGISTRATION FEE	dcreg@tceq.texas.gov	**T2M,T2NM,T2PE**	TIER II CHEMICAL REPORTING	Tier2Help@tceq.texas.gov
EIF	AIR INSPECTION FEE	airfees@tceq.texas.gov	**TOX**	TOXIC REPORTING FEE	toxic@tceq.texas.gov
GPS	GENERAL PERMIT STORMWATER FEE	SWPermit@tceq.texas.gov	**VCP**	VOLUNTARY CLEAN-UP	vcp@tceq.texas.gov
GPW	GENERAL PERMIT WASTEWATER FEE	WQ-ARPTeam@tceq.texas.gov	**WDV**	ADMIN PENAL. - WASTE DISP.	acctrec@tceq.texas.gov
HWF	HAZARDOUS WASTE FACILITIES	ihwper@tceq.texas.gov	**WMB**	WATERSHED MGMT. BENEF. LAND USE	WQ-ARPTeam@tceq.texas.gov
HWG	HAZARDOUS WASTE GENERATION	wasteval@tceq.texas.gov	**WMS**	WATERSHED MGMT. SLUDGE HAULERS	wasteval@tceq.texas.gov
ILP	INNOCENT LANDOWNER	vcp@tceq.texas.gov	**WQV**	ADMIN PENAL. - WATER QUAL.	acctrec@tceq.texas.gov
NWF	NONHAZARDOUS WASTE FACILITY	ihwper@tceq.texas.gov	**WTR**	WASTERWATER TRMT. RESRCH. COUNCIL	ossf@tceq.texas.gov
NWG	NONHAZARDOUS WASTE GENERATION	wasteval@tceq.texas.gov	**WUF**	WATER USE ASSESSMENT (WTR. RIGHTS)	wateruse@tceq.texas.gov

EXPLANATION OF CHARGES

The basis for each charge is identified by the facility, permit, application or other appropriate activity. The state fiscal year **(FY)** and the quarter of the year **(QTR)** to which the payment will be credited are shown where applicable. Delinquent fees are subject to a penalty of 5% per month for the first two months after the due date, after which an interest charge for CY 2021 of 4.25% per annum will be assessed. **In accordance with Government Code 2107.003(d), collection costs up to 30% may be assessed.**

TCEQ understands the account party may be a debtor in a pending bankruptcy proceeding. The portion of this invoice, if any, that represents pre-petition fees due is sent for informational purposes only and is not an attempt to recover a claim against the debtor. TCEQ will file an appropriate proof of claim with the bankruptcy court for such pre-petition fees. Any post-petition fees due and owing as shown on this invoice should be paid in accordance with this invoice.

TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY
PO BOX 13089
AUSTIN TX 78711-3089

Note: TO CHANGE ACCOUNT NAME,
A CORE DATA FORM MUST BE SUBMITTED.

City of Palestine - 504 North Queen Street - Palestine TX 75801

199554

01-05257 ** CENTRALSQUARE TECHNOLOGIES, LLC ** 11/04/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
10/27/2021	334899		CENTRALSQUARE TECHNOLOGIES, LL	72,633.12
	PRO SUITE ANNUAL SUBSCRIPTION			

CHECK TOTAL 72,633.12

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

199554

DATE	AMOUNT
11/04/2021	$***72,633.12

VOID AFTER 90 DAYS

PAY ---- SEVENTY TWO THOUSAND SIX HUNDRED THIRTY THREE & 12/100 DOLLARS ----

TO THE ORDER OF
** CENTRALSQUARE TECHNOLOGIES, LLC **
1000 BUSINESS CENTER DRIVE
LAKE MARY, FL 32746

RUB RED IMAGE FADES WITH HEAT

199554

01-05257 ** CENTRALSQUARE TECHNOLOGIES, LLC ** 11/04/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
10/27/2021	334899		CENTRALSQUARE TECHNOLOGIES, LL	72,633.12
	PRO SUITE ANNUAL SUBSCRIPTION			

** CENTRALSQUARE TECHNOLOGIES, LLC **
1000 BUSINESS CENTER DRIVE
LAKE MARY, FL 32746

CHECK TOTAL 72,633.12

City of Palestine - 504 North Queen Street - Palestine TX 75801

05257

CENTRALSQUARE TECHNOLOGIES

Invoice

Invoice No ()	Date	Page
334899	10/27/2021	1 of 1

CentralSquare Technologies, LLC, a CentralSquare Company
1000 Business Center Drive
Lake Mary, FL 32746

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
Palestine Police, TX
511 N John St
Palestine TX 75801
United States

Ship To
Palestine Police, TX
511 N John St
Palestine TX 75801
United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
17310	Palestine Police, TX	20-04092	USD	Net 30	10/7/2021

	Description	Units	Rate	Extended
Contract No. Q-00544				
1	Pro Suite Annual Subscription Pro Subscription Contract: Year 2 due upon first anniversary of contract execution	1	$72,633.12	$72,633.12

RB 330051

Please include invoice number(s) on your remittance advice, made payable to CentralSquare Technologies, LLC

ACH:
Routing Number 121000358
Account Number 1416612641
E-mail payment details to: Accounts.Receivable@CentralSquare.com

Check:
12709 Collection Center Drive
Chicago, IL 60693

Subtotal	$72,633.12
Tax	$0.00
Invoice Total	$72,633.12
Payments Applied	$0.00
Balance Due	**$72,633.12**

PAYMENT AUTHORIZATION
Due Date: NET 30 Vendor #
PO # Parcial ☐ Complete ☐
Acct #: 010-5-350-~~3330~~ 3095 $ 72,633.12
Acct #: $
Description:
DPT DIR. D. 10/28/21
FINC DIR: D: 11/3/21
CTY MNR: D: 11/3/21

Software License and Service Subscription Agreement

Palestine Police Department

Software License and Service Subscription Agreement

Palestine Police Department

This Software License and Service Subscription Agreement (this "Agreement") is made and entered into, and shall become effective as of the first day of the month in which it is signed by a duly authorized representative of the Customer first (1st) day of _____, 20__, ("Effective Date") by and between Palestine Police Department ("Customer"), having its principal place of business at 511 North John Street, Palestine, TX 75801, and CentralSquare Technologies LLC ("CentralSquare"), having its principal place of business at 1000 Business Center Drive, Lake Mary, FL 32746. Customer and CentralSquare may also be referred to herein individually as a "Party" or collectively as the "Parties".

This Agreement details the responsibilities of CentralSquare and Customer with regard to the public safety software, hardware, and related services to be provided by CentralSquare under this Agreement.

Now, therefore, in consideration of the mutual covenants and promises contained in this Agreement, the Parties agree as follows:

1.0 Exhibits and Order of Precedence

The following Exhibits are incorporated into this Agreement:

1. Exhibit A: Statement of Work
2. Exhibit B: Pricing Detail
3. Exhibit C: Payment Schedule
4. Exhibit D: Support Addendum

In the event of any inconsistency among the various documents that comprise this Agreement, the order of precedence shall be as follows: (i) the Agreement, followed by (ii) the Exhibits to the Agreement in the order in which they appear in *1.0, Exhibits and Order of Precedence*.

2.0 License

2.1 Grant of the License

In consideration of Customer's payment of the Subscription Fee set forth in *Exhibit B: Pricing Detail*, and subject to the terms and conditions set forth herein, CentralSquare hereby grants to Customer, and Customer accepts, a non-transferable and non-exclusive license to use certain CentralSquare software (the "Software") identified in *Exhibit B: Pricing Detail* only for Customer's own business purposes in object code format.

2.2 Copies and Modifications

Customer may make a copy of the Software solely for backup or archival purposes. No CentralSquare identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by Customer. Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. CentralSquare shall not be responsible in any way for Software performance if the Software has been modified, except as modified by CentralSquare.

2.3 Restrictions on Usage

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records

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or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

Customer shall not access any Server Hardware except as provided in the CentralSquare Documentation or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

2.4 Infringement

CentralSquare will at its expense defend against any claim, action or proceeding by a third party ("Action" herein) for infringement by the CentralSquare Software of copyright or trade secrets, provided that Customer immediately notifies CentralSquare in writing of such Action and cooperates fully with CentralSquare and its legal counsel in the defense thereof. CentralSquare may in its discretion (i) contest, (ii) settle, (iii) procure for Customer the right to continue using the CentralSquare Software, or (iv) modify or replace the CentralSquare Software so that it no longer infringes (as long as the functionality and performance described in the Specifications substantially remains following such modification or replacement.) Customer may participate in the defense of such Action at its own expense. If CentralSquare concludes in its sole judgment that none of the foregoing options are commercially reasonable, and Customer's use of the CentralSquare Software is permanently enjoined as a result of a judgment of a court of competent jurisdiction in such Action, then CentralSquare will return to Customer the CentralSquare Software license fee(s) paid by Customer under this Agreement less a prorated portion of said fee(s) for Customer's use of the CentralSquare Software (calculated by multiplying the ratio of the number of months of actual use in live operations to thirty-six (36) months times the license fees paid) and the licenses granted in this Agreement shall terminate. In addition, in the event such Action results in a money judgment against Customer which does not arise, wholly or in part, from the actions or omissions of Customer, its officers, directors, employees, contractors, agents, or elected officials, or a third party, CentralSquare will, subject to Section 5.0 herein, indemnify Customer therefrom.

Notwithstanding the above, CentralSquare shall have no duty under this Section 2.4 with respect to any claim, action or proceeding arising from or related to infringements (i) by Third Party Software, including operating system software, or hardware, (ii) arising out of modifications to the CentralSquare Software and/or Documentation not made by CentralSquare, (iii) resulting from use of the CentralSquare Software to practice any method or process which does not occur wholly within the CentralSquare Software, or (iv) resulting from modifications to the CentralSquare Software or Documentation prepared pursuant to specifications or other material furnished by or on behalf of Customer. This Section 2.4 states the entire obligation of CentralSquare regarding infringement of intellectual property rights, and it will survive the termination of this Agreement.

3.0 Delivery, Fees and Payments

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. CentralSquare shall initially deliver and install copies of the Software as set forth in *Exhibit A: Statement of Work*, in the quantities set forth

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in *Exhibit B: Pricing Detail*. Except as stated in *Exhibit D: Support Addendum*, CentralSquare shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Hardware to Customer

CentralSquare shall ship Hardware provided under this Agreement as set forth in *Exhibit B: Pricing Detail* to Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated in *Exhibit B: Pricing Detail*. It shall be Customer's responsibility to install all Hardware and to perform proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by CentralSquare, but necessary to accommodate equipment as specified in the Statement of Work before, during, and/or after installation.

3.3 Delivery of Services to Customer

CentralSquare will provide Services as set forth in *Exhibit A: Statement of Work*.

3.4 Fees

Customer will pay CentralSquare, without deduction or offset, an annual Subscription Fee of $72,633.12. The Subscription Fee shall be due annually on the anniversary of the Effective Date of this Agreement. The annual Subscription Fee shall increase by an amount from the prior year as delineated within Exhibit C. These amounts do not include any taxes. See Agreement section *8.13 Taxes* for more information.

3.5 Late Payment

If Customer fails to pay any amount due within thirty (30) days of invoice date, Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of CentralSquare's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

3.6 Additional Components

Other components (hardware and/or software, collectively "Third-Party Components") may be desired for use with the System. CentralSquare assumes no responsibility under this Agreement for obtaining and/or supporting any Third-Party Components except as expressly agreed herein. This includes, but is not limited to, networking equipment, workstations, servers for third-party systems, mobile networking equipment, and mobile workstations, laptops, or tablets.

3.7 Third-Party Costs

Except as expressly agreed herein, CentralSquare assumes no responsibility for any third-party costs related to implementation of the System. This includes, but is not limited to, any third-party costs associated with the implementation of Interfaces as defined in *Exhibit A: Statement of Work*.

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4.0 Rights and Obligations

4.1 Proprietary Rights

CentralSquare represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. CentralSquare retains title to the Software and its associated Documentation, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or its associated Documentation, which shall be confidential information of CentralSquare and the sole and exclusive property of CentralSquare. CentralSquare hereby expressly reserves any right not expressly granted to Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by Customer. All right and title to any third-party software provided by CentralSquare under this Agreement shall remain with the applicable vendor thereof. Nothing in this Agreement shall be construed as conveying title in the Software, its associated Documentation, or any third-party software to Customer.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which CentralSquare uses in connection with the License granted hereunder, are and shall remain the exclusive property of CentralSquare. Nothing contained in this Agreement shall be deemed to give Customer any right, title or interest in any trademark or trade name of CentralSquare.

4.3 Confidentiality

Except as otherwise provided in this Agreement, Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software or its associated Documentation to others. Customer shall use its reasonable best efforts to cooperate with and assist CentralSquare in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein or any other deliverables.

4.3.1 CentralSquare agrees to maintain Customer's confidential business information and confidential data, including patient identifying data, to which CentralSquare gains access in confidence and to not disclose such information except as required to perform hereunder or as required by law. Customer will use reasonable efforts to identify or designate information or data as confidential at or within five (5) business days of disclosure. Notwithstanding the above, CentralSquare shall own the copyrights, trade secrets, patent rights and other proprietary rights in and may use without restriction knowledge, information, ideas, methods, know-how, and copyrightable expression learned or acquired (including without limitation any feedback, suggestions, or other information or materials) as a result of or in connection with this Agreement to make modifications and enhancements to the CentralSquare Software or Documentation. Customer shall acquire no intellectual property ownership rights to the CentralSquare Software or Documentation as a result of such use, whether as author, joint author, or otherwise. Confidential information does not include any information which (a) is generally available to the public or becomes generally known to the public through no act or omission of CentralSquare or any

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violation of confidentiality; (b) is disclosed to CentralSquare by third parties without breach of confidentiality obligations; (c) is already in the lawful or rightful possession of CentralSquare prior to receipt of the confidential information or (d) is developed independently by CentralSquare without use of the confidential information.

4.3.1.1 CentralSquare maintains a security program for managing access to customer data – particularly HIPAA and CJIS information ("Security Approved Personnel"). This includes 1) a pre-employment background check; 2) security training required by Federal CJIS regulations; and 3) criminal background checks/fingerprints required by Federal or State regulations. CentralSquare will work with the Customer to provide reasonably required documentation (such as the CJIS Security Addendum Certification form and VPN documents).

4.3.1.2 If required by the Customer, CentralSquare will provide paper fingerprint cards for such Security Approved personnel with the fingerprinting performed in the state of the CentralSquare staff's job assignment. If the Customer requires fingerprints submitted in a form other than paper prints (such as Live Scan) or that such fingerprints be performed at the Customer's site, the Customer will reimburse CentralSquare for the cost of CentralSquare Security Approved Personnel traveling to the Customer's site or for a vendor (such as Live Scan) to travel to the applicable CentralSquare office location. This provision will apply during the installation of the Project and for the duration of the Customer's Support Addendum.

4.4 Termination for Breach

CentralSquare may immediately terminate this Agreement, including all license rights and support granted herein, in the event Customer breaches any of its material confidentiality obligations regarding the Software and its associated Documentation.

4.5 Non-Confidential Information

Confidentiality obligations of the Parties shall not extend to information that:

(a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;

(b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;

(c) is independently developed by the receiving party;

(d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or

(e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

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4.6 Limited Warranties

4.6.1 *Software Warranties*

CentralSquare warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement. CentralSquare further warrants that for a period of twelve (12) months from the date of Go Live (the "Warranty Period"), the CentralSquare Software will perform in conformance with the CentralSquare Documentation and any applicable specifications set forth in *Exhibit A: Statement of Work*. CentralSquare's sole obligation or liability during the Warranty Period shall be to use commercially reasonable efforts to correct the Software upon receipt of written notice of a warranty defect from Customer, in a reasonable time in accordance with the provisions of *Exhibit D: Support Addendum*. In the event CentralSquare fails to remedy material defects in the Software under this warranty, Customer's sole remedy and CentralSquare's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains an uncorrected material defect.

4.6.1.1 Wireless Service Limitations

Problems in the CentralSquare software or transmission of data caused by wireless services, including cell phone carriers, cell phone devices and operating systems, and any personal settings on the devices are not warranted by CentralSquare, or covered under the terms of this Agreement. The Customer's use of services provided by wireless service providers or carrier, or transmission of data from cell phone carriers, cell phones and operating systems, and the security, privacy, or accuracy of any data provided via such services is at the Customer's sole risk.

4.6.2 *Hardware and Third-Party Software Warranties*

CentralSquare warrants that, at the time of delivery, the Hardware will be new and unused, and will be provided with title, free and clear of all liens and encumbrances.

CentralSquare will be solely responsible for processing and managing of all Hardware and Third-Party Software warranty claims that may be necessary during the term of this Agreement.

CENTRALSQUARE EXPRESSLY DISCLAIMS, AND CUSTOMER HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 Legal Relationship

It is expressly understood by Customer and CentralSquare that CentralSquare shall not be construed to be, and is not, an employee of Customer. CentralSquare shall provide services to Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. CentralSquare further acknowledges that it is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

CentralSquare, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

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(a) Commercial General Liability Insurance: Commercial general liability insurance with a limit of $1,000,000 for each occurrence; $2,000,000 in the aggregate.

(b) Professional Liability Insurance: Professional liability insurance with a limit of $5,000,000 each claim; $5,000,000 in the aggregate.

(c) Business Automobile Liability Insurance: Business automobile liability insurance or equivalent form with a limit of not less than $1,000,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At Customer's request, CentralSquare shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to Customer.

5.0 Indemnification and Limitation of Liability

CentralSquare shall indemnify, defend and hold harmless Customer from any and all claims, lawsuits or liability, including attorneys' fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or arising from a wrongful or negligent act, error or omission of CentralSquare, its employees, agents, contractors, or any subcontractor as a result of CentralSquare's or any subcontractor's performance pursuant to this Agreement; however, CentralSquare shall not be required to indemnify Customer for any claims or actions caused to the extent of the negligence or wrongful act of Customer, its employees, agents, or contractors. Notwithstanding anything to the contrary in the foregoing, if a claim, lawsuit or liability results from or is contributed to by the actions or omissions of Customer, or its employees, agents or contractors, CentralSquare's obligations under this provision shall be reduced to the extent of such actions or omissions based upon the principle of comparative fault.

Notwithstanding the foregoing, the aggregate liability of CentralSquare for any reason and upon any cause of action of claim, including, without limitation, CentralSquare's obligation to indemnify and hold harmless under this agreement, shall be limited to direct damages which shall not exceed (i) the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts; or (ii) for claims arising under annual maintenance, the amount of the maintenance fees paid for the term in which the claim arises.

IN NO EVENT SHALL CENTRALSQUARE, ITS SUBCONTRACTORS OR SUPPLIERS BE LIABLE WHETHER IN CONTRACT OR IN TORT FOR LOST PROFITS, LOST SAVINGS, LOST DATA, LOST OR DAMAGED SOFTWARE, OR ANY OTHER CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF, OR OTHERWISE RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER CENTRALSQUARE HAS NOTICE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

6.0 Term and Termination

6.1 Term

The "Initial Term" of this Agreement shall commence as of the Effective Date and extend for a period of twelve (12) months thereafter. The Initial Term includes installation and related Services as set forth in

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the Statement of Work.

The "Term" of this Agreement shall be for five (5) one (1) year subscription periods for a total of sixty (60) months from the date of the Anniversary Date. Subscription Fees shall be payable to CentralSquare Technologies and are due annually on each respective Anniversary Date, whether Final Acceptance has been achieved or not.

Upon expiration of the Term, this Agreement will automatically renew for one (1) year terms at an annual Subscription Fee increase of five 5%.

6.2 Termination - By CentralSquare for Cause

In addition to various other express rights of CentralSquare to terminate this Agreement set forth herein, CentralSquare shall also have the right to terminate this Agreement upon thirty (30) day's prior written notice and cancel any unfulfilled portion of it by written notice to Customer due to Customer's failure to comply with any material terms or conditions of this Agreement, or in other cases if: (i) Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of Customer, or (ii) Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, without the express written permission of CentralSquare or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of CentralSquare's proprietary rights hereunder. The termination of this Agreement shall automatically terminate and extinguish the License.

CentralSquare may exercise any rights available to it under Texas State law to terminate for cause upon the failure of Customer to comply with the terms and conditions of this Agreement; provided that CentralSquare shall give Customer written notice specifying Customer's failure and a reasonable opportunity for Customer to cure the defect.

6.3 By Customer for Cause

Customer may terminate this Agreement for cause based upon the failure of CentralSquare to comply with any material terms and/or conditions of the Agreement, provided that Customer shall give CentralSquare thirty (30) days' written notice specifying CentralSquare's failure. If within thirty (30) days after receipt of such notice, CentralSquare shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then Customer may, at its option, place CentralSquare in default and the Agreement shall terminate on the date specified in such notice.

6.4 Termination without Cause

After the fifth anniversary of the System Go Live date, this Agreement and the Software license granted herein may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due.

6.5 Post-Termination Obligations

All provisions hereof relating to CentralSquare's proprietary rights, confidentiality, non-disclosure and

non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per *Exhibit C: Payment Schedule* for work completed prior to termination shall still be paid by Customer. In the event of termination of this Agreement prior to implementation of the CentralSquare Software, or termination due to Customer's breach of CentralSquare's intellectual property rights, the license to the CentralSquare Software granted under this Agreement shall also terminate and Customer shall remove all CentralSquare Software from its computer system and at CentralSquare's direction, either return or destroy the Software and its associated Documentation.

7.0 Customer Responsibilities

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare. Duties of the Project Manager are outlined in *Exhibit A: Statement of Work*.

7.1 Risk of Loss, Title and Security Interest

Customer will maintain adequate insurance against fire, theft or other loss for the System's full insurable value. Customer will be responsible for any personal property taxes assessed on any portion of the System once delivered to Customer's premises. CentralSquare reserves and Customer grants CentralSquare a security interest in the System and Customer agrees and acknowledges a limited right of possessory interest in the System.

7.2 Delivery

Customer shall ensure that personnel are available to receive delivery of Software and Hardware at the location designated for installation, at a date and time mutually agreed to by Customer and CentralSquare.

8.0 Miscellaneous

8.1 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to causes beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

8.2 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of Texas, without giving effect to the principles of conflict of law of such state or international treaties.

8.3 Forum Selection

The Parties hereby submit to the exclusive jurisdiction and venue of Texas state, or federal courts with respect to any action between the Parties relating to this Agreement.

8.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the Parties hereto and upon their permitted successors in interest and permitted assigns. Customer may not assign, without the prior written consent of CentralSquare, which consent shall not be unreasonably withheld, Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by

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assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

8.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the Parties at the addresses set forth on the first page hereof.

8.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure and to payment of fees by Customer shall survive the termination of this Agreement.

8.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

8.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

8.9 Remedies

Unless otherwise specified herein, the rights and remedies of the Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

8.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

8.11 No Third-Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third-party beneficiaries as to this Agreement or any part or specific provision of this Agreement.

8.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either Party's breach of its confidentiality or non-disclosure obligations herein or Customer's violation of CentralSquare's proprietary rights in the Software or any other software owned or licensed by CentralSquare.

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8.13 Taxes

Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against CentralSquare. Customer shall reimburse CentralSquare for the amount of any such taxes or duties paid or accrued directly by CentralSquare as a result of this transaction. If Customer is a tax-exempt organization, Customer will provide CentralSquare with documentation required by the taxing authority to support such exemption at the time of Execution of this Agreement.

8.14 Non-Discrimination

CentralSquare agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and CentralSquare agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CentralSquare agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by CentralSquare, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

8.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8.16 Entire Agreement

This Agreement, and any Exhibits specifically incorporated therein by reference, constitutes the entire agreement between the Parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between the Parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both Parties.

This Agreement may be executed in any number of identical counterparts, and each such counterpart shall be deemed a duplicate original thereof.

9.0 Definitions

(a) **Anniversary Date:** means the annually reoccurring date of this Agreement's Effective Date.

(b) **Documentation**: All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to Customer by CentralSquare.

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(c) **Executable Object Code**: Software code which has been compiled for use by the computer and is no longer directly readable or modifiable by humans.

(d) **Execution of Agreement**: Date Agreement is signed by all enumerated Parties.

(e) **Hardware**: All hardware, equipment, and other tangible non-Software items supplied to Customer by CentralSquare under this Agreement.

(f) **Go Live**: The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

(g) **Software**: Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by CentralSquare and set forth or identified in *Exhibit B: Pricing Detail* or subsequently licensed to Customer. Software specifically excludes any Third-Party Software.

(h) **Services**: All project management, training, data conversion, and other services to be provided by CentralSquare under this Agreement.

(i) **SSH**: Secure Shell. A cryptographic protocol for securing data which it transmitted over an insecure network.

(j) **Subscription Fee**: the total subscription fee of the items as specified in Exhibit B: Pricing Detail, including, as applicable, equipment, software licenses, and services, acquired under this Agreement, and if included as a line item in Exhibit B, any applicable sales, use, value added, or other such governmental charges.

(k) **System**: The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by CentralSquare under this Agreement.

(l) **Third-Party Software**: Any software to be supplied by CentralSquare under this agreement that is purchased or licensed from any source external to CentralSquare for use with or integration into the System.

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EACH PARTY'S ACCEPTANCE HEREOF IS EXPRESSLY LIMITED TO THE TERMS OF THIS AGREEMENT, INCLUDING ITS EXHIBITS, AND NO DIFFERENT OR ADDITIONAL TERMS CONTAINED IN ANY PURCHASE ORDER, CONFIRMATION OR OTHER WRITING SHALL HAVE ANY FORCE OR EFFECT UNLESS EXPRESSLY AGREED TO IN WRITING BY THE PARTIES.

Palestine Police Department

Signer's Name: Teresa Herrera
Signer's Title: Interim City Manager

Teresa Herrera
Signature

October 15, 2020
Date

CentralSquare Technologies, LLC

Signer's Name: _____
Signer's Title: _____

_____
Signature

_____
Date

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Exhibit A: Statement of Work

CentralSquare will provide Software, Hardware and Services substantially similar to those outlined below, in the quantities specified in *Exhibit B: Pricing Detail*.

1.0 Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

Pro Suite Base	• Operating system software • Database software • Master name index • Master address index • Master vehicle index	• Secure intra-Customer messaging • Configurable dashboard • Web address links • No duplicate data entry • Authentication
Administration (Core)	• Equipment • Fleet Management • Inventory Management • Purchase Requisitions	• Service Dogs • Policy Manual • Full audit trail • Custom Forms
CAD (Core)	• Command-line entry • Bulletins • Configurable CAD Windows • Inactivity Alarms • Rip and Run • Full audit trail	• Command Log • Triple I • Custom CAD Commands • Unit Alarms • ANI/ALI
CAD (Advanced)	• Alarm Billing • Alarm Calls • Nurse Calls • Scheduled and Recurring Scheduled Calls • Tow Calls • Custom Forms	• NCIC Automation • Basic Paging • Run Cards and Unit Recommendation • Unit Specialties • Web windows • Caller Location Query (CLQ) Subscription Service

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Pro Suite Contract

Mapping (Core) – Server Based	• Command-line entry • Drag and drop commands • Visual status alerts • User-configurable map layers • GIS functions with map window closed	• Active calls for service • Call for service click-through • Custom map markers • Address verification • Faster map functions (compared with non-server version) • Required for 15 or more AVL units
Personnel (Core)	• Personnel Log	• Full audit trail
Personnel (Advanced)	• Commendations • Disciplinary Actions • Positions • Promotions	• Service History • Training • Citizen Feedback
Records (Core)	• Case Reports • NIBRS/UCR Submission • Master Record Notes • Protection Orders • Warrants • Juvenile Referral List	• Pawn Property • Pistol Permits • Sex Offenders • Full audit trail
Records (Advanced)	• Field Identifications • Expungement • Intelligence Cases • Investigative Leads • Form Requirements	• Tow Calls • Bicycle Registrations • Parking Tickets • Custom Forms
Reporting (Core)	• Pre-defined reports • Custom reports • Ad-hoc reports • Drag and drop report building • Export to PDF, XLS, XML, TXT	• Custom data filters • Statistical analysis • Scheduled reports • COMSTAT compatible • Emailed reports

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Community Data Platform (CDP)	• Search engine for CentralSquare Suite CAD and RMS Data • Up to 10 concurrent users supported	• State-wide data sharing
Field Ops	• CJIS compliant mobile device app • Integrated photo and audio capture tools	• Real-time CFS data access • Uses existing CentralSquare Suite user credentials

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1.1 Interfaces

All costs related to CentralSquare's implementation of the following interfaces is represented in *Exhibit B: Pricing Detail*. Customer shall contact all interface third-party vendors notifying them about their integration to CentralSquare Suite. Any third-party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of Customer.

Any interfaces that cannot be deployed as part of System go-live due to Customer or a third-party vendor not being ready for deployment shall not delay Software or Hardware Acceptance.

Customer shall not allow any party, other than CentralSquare, to add, update, or delete database records or file system objects directly to or on the server or database except as provided for in the CentralSquare Documentation.

CentralSquare backend server software is wholly managed by CentralSquare and the Customer shall not attempt to access it, except as provided in the CentralSquare Documentation. Customer shall not cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

Refer to *Exhibit A: Statement of Work: 3.2 Implementation Process* overview for interface implementation information.

Standard Interfaces

The following are sold as standard interfaces. There will be no software modifications or changes to these standard interfaces:

1.1.1 *Records – TX Crime Reporting (TIBRS) Interface*

This is a one-way interface from CentralSquare Records to Texas NIBRS. Customer is able to select cases in CentralSquare Records and manually export those cases to a text file on the local file system. From there, Customer provides the file to the state system. CentralSquare creates functionality to support the text file export from CentralSquare Records.

1.1.2 *Records – TX CRIS Crash Interface (Import)*

This is a one-way interface from the TX DOT's Crash Records Information System (CRIS) to CentralSquare Records. The CRIS Share interface is an automated export of agency-specific TX CRASH reports that is setup as a web service hosted by TX DOT. Once per hour, accident report data is imported as XML into Records, where users will review and approve the accident records to add them to the accident report log. Accident report printout PDFs and crash diagrams are not available via this interface but can be retrieved manually by the Customer using the imported TX CRASH ID that is imported from CRIS Share interface.

1.1.3 *Records – N-DEx Adapter (IA IEPD)*

This is an adapter that produces XML that is conformant to the N-DEx Incident/Arrest (IA) IEPD. CS Pro Suite transmits data to the N-DEx web service via CentralSquare's existing N-DEx WSDL. Data transmission does not include all fields defined in the IEPD.

1.1.4 *Pro Suite – TLETS/NCIC Interface (Basic Queries)*

This is a two-way interface between Pro Suite and the CentralSquare-provided NCIC server. Basic queries

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will be generated by Pro Suite and passed to the NCIC server. The CentralSquare-provided NCIC server then sends the queries on to NCIC and collects the results. Those query results are then sent back to Pro Suite.

Customer is responsible for providing a network connection and the necessary authentication to the state message switch from the NCIC server. NCIC data returns will only be returned for the state in which Customer is located.

1.1.5 *Pro Suite – Time Synchronization Interface*

This is a one-way interface that uses NTP to keep all CentralSquare server's clocks in sync.

1.2 Data Conversion

CentralSquare will provide data conversion services from one (1) of Customer's current software database sources to one (1) CentralSquare database module. For example, Customer's current CAD database will be converted to CentralSquare CAD. The contents of the data conversion will be determined by the Data Conversion Specification documents.

CentralSquare will provide data conversion services for Customer's current GIS map data and from Customer's current software database vendors to CentralSquare software. The contents of the data conversion will be determined by the Data Conversion Specification and GIS Specification documents.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not a part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

Customer shall work with its existing vendors to obtain unencrypted data for conversion in one of the following compatible formats:

(a) MS SQL .bak files with database version and credential information

(b) MySQL .dump or .sql files with database version and credential information

(c) PostgreSQL .sql files with database version and credential information

(d) MS Access 2003 or newer .mdb files

(e) CSV files with column headers and relationship mapping documentation

(f) Oracle 10g or newer backup files

1.2.1 *Tyler Tech CAD*

Data will be converted into the CentralSquare CAD module from the Tyler Tech database and data will be provided in one of the formats listed above.

1.2.2 *Tyler Tech RMS*

Data will be converted into the CentralSquare Records module from the Tyler Tech database and data will be provided in one of the formats listed above.

1.2.3 *eForce CAD*

Data will be converted into the CentralSquare CAD module from the eForce database and data will be provided in one of the formats listed above.

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1.2.4 *eForce RMS*

Data will be converted into the CentralSquare Records module from the eForce database and data will be provided in one of the formats listed above.

1.2.5 *One-time GIS Data Set Up*

In CentralSquare's efforts to make sure that Customer-supplied GIS data is working to the best of its abilities, CentralSquare will run a series of tests to ensure that the GIS data is ready for first installation. In addition, the data will be set up with the proper configuration and loaded into an ArcGIS map document that is required for the software to operate. Address locator and network dataset files will be created and updated for proper geocoding and routing abilities.

A thorough GIS data review by Customer is imperative for an effective and organized CentralSquare software Go Live.

CentralSquare cannot make any guarantees for the spatial nor the tabular accuracy of Customer-supplied GIS data as it pertains to geocoding results, routing, and searching. Customer understands that there are several steps involved to make the GIS data sufficiently perform the abovementioned functions. If Customer is unable to make these corrections on its end, a GIS data contract can be set up with CentralSquare to ensure the data is built according to the desired specifications.

CentralSquare will apply one (1) GIS update per month to the Customer's map as part of this contract.

2.0 Customer Hardware, Network and Power Requirements

CentralSquare is not responsible for physical installation of the computer hardware required for operating CentralSquare Software. CentralSquare is not responsible for networking any hardware.

Unless otherwise specified, Customer will be responsible for providing the following to meet the hardware, network and power requirements for the System.

2.1 Server Hardware

1. Two (2) rack-mount servers will be provided by CentralSquare as part of this agreement.
2. They will be configured as CentralSquare Suite Servers as follows:
   (a) One (1) Production Server with Lantronix remote access device
   (b) One (1) Testing/Training server
3. The servers will be installed at Palestine Police Department.
4. In addition to the standard CentralSquare Suite operating environment, the Production Server will have the capability of running the following on a virtual machine:
   (a) One (1) virtual NCIC server (message switch)
   (b) One (1) virtual GIS server
5. Ten (10) inches of rack space is required at the primary server location for one (1) CentralSquare Suite Production rack-mounted server (3.5"), one (1) CentralSquare Suite Testing/Training rack-mounted server (3.5"), and one (1) Lantronix remote access device (3.0").

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2.2 Production and Testing/Training Server Network Requirements

1. Six (6) open Ethernet cables and ports to be used by one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
2. Static IP addresses that include four (4) for the CentralSquare Suite Production rack-mounted server, three (3) for the CentralSquare Suite Testing/Training rack-mounted server, and one (1) for the Lantronix remote access device.
3. Network access that maintains low-latency and high bandwidth that includes a Virtual Private Network (VPN) to support remote users per the requirements that are set forth in the *Network Requirement Specifications* and *Server Requirement Specification* documents provided by CentralSquare.

2.3 Production and Testing/Training Server Power Requirements

1. One (1) uninterrupted power supply (UPS) that support 1000 watts.
2. Power supply that will handle dual 720 watts for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.
3. Server cooling that will ensure the appropriate temperatures for one (1) CentralSquare Suite Production rack-mounted server, one (1) CentralSquare Suite Testing/Training rack-mounted server, and one (1) Lantronix remote access device.

3.0 Services

3.1 Project Management

3.1.1 *Customer Project Manager*

Customer shall provide one primary Project Manager to be the main point of contact for CentralSquare.

A single, dedicated Project Manager will be assigned to manage the project for all Customers included in this installation.

Customer will identify a CentralSquare Build Team. With assistance from CentralSquare Implementation Analysts, Customer's Build Team is responsible for the configuration of CentralSquare software. The Build Team should expect to devote 10-20% of each week of implementation to CentralSquare configuration work.

Customer's Project Manager and Build Team will work within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday) to enable mutual availability to work with CentralSquare on configuration and project activities.

Customer's Dedicated Project Manager

3.1.1.1 Customer's Dedicated Project Manager Responsibilities

1. Have the authority to speak for Customer from a project perspective.

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2. Designate people responsible for specific roles as needed, examples below:
    (a) Module Subject Matter Experts (SMEs)
    (b) Hardware Project Manager
    (c) CentralSquare Build Team Members
    (d) Data Conversion Review Team Members
    (e) Interface points of contact at Customer (assigned per interface)
3. Involve Customer decision makers when needed
4. Escalate issues to the CentralSquare project manager
5. Eliminate roadblocks for completing project on schedule
6. Sign various project documents and ensuring signoff documents and deliverables are provided to CentralSquare project manager in a timely manner
7. Organize training schedules, training rooms, and training equipment
8. Provide real world scenarios for testing and review

3.1.2 *CentralSquare Project Manager and Project Team*

From the start of the project, a CentralSquare project manager will work with Customer as the single point of contact for implementation of the CentralSquare Suite system. The project manager will develop and manage the implementation schedule and will coordinate with Customer to keep the project on track and on schedule. The project manager will conduct weekly status meetings to provide Customer with project updates.

The CentralSquare project team, under the direction of the project manager, will visit pertinent areas of Customer and will meet with key Customer personnel to understand Customer's operational needs and business rules. Team members will observe Customer's daily operations first-hand and use that information to identify how the CentralSquare Suite system would best be configured to match and enhance Customer's workflows. The project team will train Customer system administrators on configuration options and code table setup.

3.2 Implementation Process Overview

CentralSquare uses a multi-phase approach to ensure a successful implementation for each Customer. Trained and experienced members of the CentralSquare implementation team move through the process with Customers to ensure successful outcomes. Timelines will be discussed with Customer's project manager and will be mutually agreed upon to ensure a successful Go Live.

3.2.1 *Kickoff Meeting*

Upon contract signature, a kickoff meeting is scheduled to initiate the implementation process, setting up a statement of work, server installations and scheduling the Business Practice Review (BPR).

3.2.2 *Business Practice Review*

During this meeting, the CentralSquare project team works with Customer's build team to determine the

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contents of the Configuration Management Document (CMD). All product needs and requests are reviewed, and the CentralSquare project team documents in the CMD how the software currently meets those needs or how CentralSquare plans to develop additional functionality to fulfill them.

3.2.3 *CMD Approval*

After the CMD is composed, the CentralSquare project team reviews it with Customer's project manager and build team to ensure that all aspects of the initial

3.2.4 *Configuration, Conversion, Interfaces and Enhancements*

After the CMD is approved and signed, work begins on the steps outlined in it, including the necessary configuration, data conversions, interfaces and enhancements.

3.2.4.1 Configuration

Customer plays a large part in the configuration and setup of the final system. Configuration of CentralSquare software is guided by Consultants, via in-person or remote online sessions, but is considered a Customer repoonsibility to complete.

3.2.4.2 Data Conversion and GIS Data Conversion

Data not contained in systems listed in *Exhibit A: Statement of Work: 1.2 Data Conversion* will not be converted. Code tables, data mapping, and other system configuration will be entered by Customer with the assistance of a CentralSquare Consultant. Code tables will not be part of the converted data.

A major part of data conversion is review of data that has been converted to CentralSquare software. Customer plays a key role in this data review.

A thorough data conversion review by Customer is imperative for an effective and organized CentralSquare software Go Live. Customer should expect to devote 10-20% of each week of the data conversion process to CentralSquare configuration work. Each module converted will require participation of SMEs.

See *Exhibit A: Statement of Work: 1.2.5 GIS Data Conversion* for information regarding the GIS data conversion process.

3.2.4.3 Interfaces

See *Exhibit A: Statement of Work: 1.1 Interfaces* for a list of included interfaces.

Customer tasks related to interfaces will start immediately after the initial CentralSquare kickoff meeting. Customer will set up conference calls with CentralSquare and each interface vendor within two weeks of contract signing or one week of kickoff call. Interfaces to and from CentralSquare software are created and tested internally before being available for Customer testing.

Customer is responsible for initiating and facilitating the relationship(s) between CentralSquare and the third-party interface vendor(s).

CentralSquare software interface specifications must be clearly defined in the Interface One Sheet or Interface Specifications Document. If applicable, each interface will be thoroughly tested by Customer before Go Live.

3.2.5 *Final System Review*

Throughout the project, implementation analysts from CentralSquare will schedule sessions with Customer's Build Team and end users to review any questions or concerns.

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3.2.6 *Train-the-Trainer and/or End User Training*

CentralSquare offers several options for end user training. All of the training options provide hands-on use of the software with real-world examples. Class sizes are limited to ensure that each individual has sufficient time to practice using the system. When the go live date arrives, users are well-prepared to begin using the new software.

3.2.7 *Go Live*

CentralSquare provides on-site and/or remote support the day that the new system goes live. Any questions that arise are addressed immediately by the team, ensuring that the first day(s) using the new system goes smoothly.

3.2.8 *Software Acceptance*

Customer acknowledges that the Software shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Software as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity in accordance with the support provisions set forth in *Exhibit D: Support Addendum*.

3.2.9 *Hardware Acceptance*

Customer acknowledges that the Hardware shall be deemed accepted on the date of delivery. In the event that a Customer notifies CentralSquare of a material non-conformity in the Hardware as compared with the Statement of Work, CentralSquare shall use commercially reasonable efforts to correct the reported non-conformity.

3.3 Training and Go Live Support

3.3.1 *Training*

CentralSquare staff will provide for on-site or remote training.

The number of days specified for 'on-site' services herein may include travel days in addition to actual days on site at Customer's location(s). CentralSquare will make a good faith effort to minimize the travel time which is necessary for a project by working with Customer to most efficiently plan and schedule the delivery of on-site services.

3.3.1.1 System Configuration and Training

The first portion of training will be performed by the CentralSquare project team. Team members will train and guide Customer's Build Team in configuring the CentralSquare Suite system, setting up and maintaining code tables, managing users and user rights, among other options. Through CentralSquare-guided configuration of the system, the Build Team becomes well versed in the CentralSquare software system administration.

3.3.1.2 Train-the-Trainer and/or End User Training

Instructors will conduct detailed courses for each of Customer's user groups (such as dispatchers or officers). The content of each course will be tailored to the features and functionality in CentralSquare software that each group needs to know and use.

3.3.1.3 Refresher Training

CentralSquare will provide follow-up training (after successful implementation) to refresh existing personnel on best practices with regard to using CentralSquare Suite.

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3.3.2 *Training Resources*

Training will be scheduled within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

The training facilities and equipment will be provided by Customer based on the following:

3.3.2.1 Instructor Resources

1. One (1) computer with a network connection
2. Most recent CentralSquare Suite version installed and tested (includes login)
3. Two (2) projectors and two (2) screens set up and tested
4. One (1) podium or desk for Instructor

3.3.2.2 Trainee Resources

1. Five (5) to ten (10) computers with network connections two (2) monitors required (three (3) monitors are suggested)
2. One (1) supervisor will attend every class to address policy questions
3. No more than ten (10) trainees in each class
4. Most recent CentralSquare Suite version installed and tested (includes login)
5. All third-party devices (i.e., printers, scanners, barcode reader, mugshot camera) connected and tested

3.3.3 *Go Live Support*

CentralSquare staff will assist users with questions that arise during Go Live and will reinforce skills learned during the training sessions. CentralSquare staff will be on site or remote for Go Live.

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Exhibit B: Pricing Detail

WHAT SOFTWARE IS INCLUDED?

PRODUCT NAME	QUANTITY	UNIT PRICE	TOTAL
PS Pro Production Server Annual Subscription Fee	1		Included
PS Pro Training/Testing Server Annual Subscription Fee	1		Included
PS Pro Production NCIC Virtual Server Annual Subscription Fee	1		Included
PS Pro Production GIS Virtual Server Annual Subscription Fee	1		Included
PS Pro Esri Server License Annual Subscription Fee	1		Included
Mapping PS Pro Core Annual Subscription Fee	1		Included
Mapping PS Pro Core (Agency Site License) for FullTime CAD Workstations Annual Subscription Fee	1		Included
Mapping PS Pro Core (Seat License) for Backup/Supervisor/PartTime Workstations Annual Subscription Fee	1		Included
Administration PS Pro Core Annual	1		Included

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Pro Suite Contract

Subscription Fee		
Administration PS Pro Core (Agency Site License) Annual Subscription Fee	1	Included
Personnel PS Pro Core Annual Subscription Fee	1	Included
Personnel PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	Included
Field Ops Annual Subscription Fee	41	Included
Community Data Platform Subscription Annual Subscription Fee	1	Included
PS Pro TLETS/NCIC Interface (Basic Queries) Annual Subscription Fee	1	Included
PS Pro Time Synchronization Interface Annual Subscription Fee	1	Included
CAD PS Pro Core Annual Subscription Fee	1	Included
CAD PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	Included
CAD PS Pro Core (Agency Site License) Annual Subscription Fee	1	Included
CAD PS Pro Core (Backup Seat License) Annual Subscription Fee	1	Included
CAD PS Pro Advanced (Backup Seat License) Annual Subscription Fee	1	Included
CAD CLQ Location and Image Retrieval Subscription Core Annual Subscription Fee	1	Included
CAD CLQ Location & Image Retrieval Sub Core (Agency Site License)	1	Included

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Annual Subscription Fee		
PS Pro Reporting Core Annual Subscription Fee	1	Included
PS Pro Reporting Universal Interface Engine Annual Subscription Fee	1	Included
Records PS Pro Core Annual Subscription Fee	1	Included
Records PS Pro Core (Agency Site License) Annual Subscription Fee	1	Included
Records PS Pro Advanced (Agency Site License) Annual Subscription Fee	1	Included
Records PS Pro TX Crime Reporting (TIBRS) Interface Annual Subscription Fee	1	Included
Records PS Pro TX CRIS Crash Interface (Import) Annual Subscription Fee	1	Included
Records PS Pro NDEx Adapter (IA IEPD) Annual Subscription Fee	1	Included

WHAT SERVICES ARE INCLUDED?

DESCRIPTION	TOTAL
PS Pro BPR & Configuration Subscription Services	0.00 USD
PS Pro Project Management Subscription Services	0.00 USD
PS Pro Go Live Subscription Services	0.00 USD
Data Conversion - Tyler Tech CAD	0.00 USD
Data Conversion - Tyler Tech RMS	0.00 USD

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Data Conversion - eForce CAD		0.00 USD
Data Conversion - eForce RMS		0.00 USD
PS Pro One-time GIS Mapping Subscription Services		0.00 USD
PS Pro Training Subscription Services		0.00 USD
	Total:	79,099.48 USD
	Discount Total:	6,466.36 USD
	Quote Total:	72,633.12 USD

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Exhibit C: Payment Schedule

The total amount of this contract is $72,633.12.

On Date	$72,633.12
On the First Anniversary of the Execution of this Agreement	$72,633.12
On the Second Anniversary of the Execution of this Agreement	$72,633.12
On the Third Anniversary of the Execution of this Agreement	$72,633.12
On the Fourth Anniversary of the Execution of this Agreement	$72,633.12

CentralSquare shall deliver to Customer an invoice: (a) within thirty (30) days of execution of this Agreement for the initial Subscription Fee for the twelve (12) month period of the Initial Term; and (b) thirty (30) days prior to each Anniversary Date for each annual Subscription Fee. All payments are due within thirty (30) days of receipt of any invoice. In the event of a disputed invoice, Customer shall pay the entire non-disputed portion of any such invoice.

All amounts due and payable to CentralSquare hereunder shall, if not paid when due, bear a late charge in accordance with Section 3.5 of this Agreement. After five years, the annual subscription fee shall increase by an amount not to exceed 5% from the prior year.

The remittance address for payments only is:

CentralSquare Technologies
12709 Collection Center Drive
Chicago, IL 60693

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Exhibit D: Support Addendum

1.0 Term

Support will be provided in accordance with this Support Addendum for the Term of the Agreement so long as all Subscription Fees are current and paid in full.

2.0 Software Updates

While this Agreement has not expired, CentralSquare will maintain the Software by providing software updates and enhancements to Customer. All software updates provided to Customer by CentralSquare pursuant to the terms of this Agreement shall be subject to the terms and conditions of Section 2.0 License of this Agreement.

At a time mutually acceptable to both parties, CentralSquare will install software updates remotely.

2.1 Included Updates

Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

2.2 Not-Included Updates

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

3.0 Support

3.1 General Support

CentralSquare shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

Support is available 24 hours a day, seven days a week for CentralSquare Suite customers.

3.2 GIS Data Maintenance

GIS data updates and maintenance are defined as changes to the GIS data based on actual additions or changes to points (e.g. addresses), lines (e.g. roads), or layers (e.g. Emergency Service Zones) that occur after the date of the software install.

CentralSquare will provide one (1) GIS update per month as part of this contract.

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3.3 Server Hardware Maintenance

CentralSquare will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

3.4 Customer Responsibilities

3.4.1 *Access to Premises*

Customer shall provide CentralSquare with reasonable and timely access to the sites and personnel necessary for CentralSquare to perform its obligations under this Agreement.

3.4.2 *CentralSquare Server Access*

Customer will ensure that all CentralSquare Suite servers are directly network accessible to CentralSquare at all times via SSH. There shall be no additional authorization or equipment required except as requested by CentralSquare.

3.4.3 *System Administrator*

Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between Customer and CentralSquare. At least one System Administrator must be available at all times. Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

3.4.4 *Security*

Customer is responsible for providing all physical security. The customer is responsible for securing their network.

3.4.5 *System Updates*

Customer shall work in good faith to allow CentralSquare to install System updates as requested by CentralSquare.

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City of Palestine - 504 North Queen Street - Palestine TX 75801

199502

01-04694 ** DUPLICHAIN CONTRACTORS, LLC **

10/29/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
10/20/2021	6 final	20-04233	LAMAR ST WATERLINE	12,965.60
10/27/2021	esti 4	20-04233	LAMAR ST WATERLINE	31,950.00

CHECK TOTAL 44,915.60

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

199502

DATE	AMOUNT
10/29/2021	$***44,915.60

VOID AFTER 90 DAYS

PAY ---- FORTY FOUR THOUSAND NINE HUNDRED FIFTEEN & 60/100 DOLLARS ----

TO THE ORDER OF
** DUPLICHAIN CONTRACTORS, LLC **
100 ELKHART ST
ALTO, TX 75925

RUB NED IMAGE FADES WITH HEAT

199502

01-04694 ** DUPLICHAIN CONTRACTORS, LLC **

10/29/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
10/20/2021	6 final	20-04233	LAMAR ST WATERLINE	12,965.60
10/27/2021	esti 4	20-04233	LAMAR ST WATERLINE	31,950.00

** DUPLICHAIN CONTRACTORS, LLC **
100 ELKHART ST
ALTO, TX 75925

CHECK TOTAL 44,915.60

City of Palestine - 504 North Queen Street - Palestine TX 75801

Lamar Water

PAYMENT AUTHORIZATION

PO # 04233 Partial ☒ Complete ☐

Acct #: 610-5-571-7440 $ 31,950.00

Acct #: .012 $

Acct #: $

Describe: 893.40 OVER DUE TO SAND

DPT DIR: ☐:

FINC DIR: ☐: 10/6/2021

CTY MNR: ☐:

PROGRESS ESTIMATE - City of Palestine

Estimate No.: 4

Date: August 30, 2021

Project: **Lamar St - Water Replacement**

Period: 7/29/2021 8/30/2021

Contractor: Duplichain Contractors, LLP

Address: P.O. Box 637, Alto, TX 75925

Amount of Contract as Awarded: $115,796.00

Change Orders

#1 $		#6 $	
#2 $		#7 $	
#3 $		#8 $	
#4 $		#9 $	
#5 $		#10 $	

Total Change Orders: $0.00

Total Adjusted Contract: $115,796.00

PREVIOUS PAYMENTS AUTHORIZED

#1	4,050.00	#10	
#2	21,434.40	#11	
#3	27,180.00	#12	
#4		#13	
#5		#14	
#6		#15	
#7		#16	
#8		#17	
#9		#18	

Total Payments Previously Authorized: $52,664.40 ✓

Item	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
1	6in PVC Water Main	LF	2772	1450.0	765.0	2215.00	$15.00	33,225.00
2.	1in service to 3/4in meter	EA	52	16	21	37.00	$500.00	18,500.00
3.	1in service	EA	2			0.00	$500.00	0.00
4.	2in service to 1.5in meter	EA	1			0.00	$800.00	0.00
5.	Fire hydrant with valve	EA	8	4	3	7.00	$1,500.00	10,500.00
6.	Abandon Old Line	EA	5			0.00	$500.00	0.00
7.	Saw Cut Asphalt Paving	LF	2772	2772		2772.00	$3.00	8,316.00
8.	Connect to Existing Water Main	EA	5		1	1.00	$2,000.00	2,000.00
9.	Gate valve	EA	17	9	4	13.00	$800.00	10,400.00
CO 1	Sand Backfill	LF	1	1450	765	2215.00	$5.00	11,075.00

*In accordance with the Contract Documents, based upon on-site observations and the data comprising the above application, the Contractor represents to the Owner that, to the best of the Contractor's knowledge, information, and belief, the Work (excluding trench safety) has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the **AMOUNT PAYABLE** consistent with the Contract*

Total Amount to Date:		$94,016.00
Material on Hand:		$0.00
Subtotal:		$94,016.00
Less	10%	Retained: $9,401.60
Net Total:		$84,614.40
Less Previous Payments:		$52,664.40
Amount Payable to Contractor This Estimate:		**$31,950.00**

City of Palestine

By: _____ Date

Duplichain Contractors

By: _____ Date 8/30/21

m:/projects/LV-197/Palestine_Lamar St Water_Pay Request #4

PROGRESS ESTIMATE - City of Palestine

Estimate No.: 6 Final

Date: October 20, 2021
Project: **Lamar St - Water Replacement**
Period: 9/27/2021 10/20/2021
Contractor: Duplichain Contractors, LLP
Address: P.O. Box 637, Alto, TX 75925
Amount of Contract as Awarded: $115,796.00

Change Orders:

#1 $		#6 $	
#2 $		# 7 $	
#3 $		# 8 $	
#4 $		# 9 $	
#5 $		#10 $	

Total Change Orders: $0.00
Total Adjusted Contract: $115,796.00

PREVIOUS PAYMENTS AUTHORIZED

#1	4,050.00	#10	
#2	21,434.40	#11	
#3	27,180.00	#12	
#4	31,950.00	#13	
#5	32,076.00	#14	
#6		#15	
#7		#16	
#8		#17	
#9		#18	

Total Payments Previously Authorized $116,690.40

Item	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
1	6in PVC Water Main	LF	2772	2772.0		2772.00	$15.00	41,580.00
2.	1in service to 3/4in meter	EA	52	52		52.00	$500.00	26,000.00
3.	1in service	EA	2	2		2.00	$500.00	1,000.00
4.	2in service to 1.5in meter	EA	1	1		1.00	$800.00	800.00
5.	Fire hydrant with valve	EA	8	8		8.00	$1,500.00	12,000.00
6.	Abandon Old Line	EA	5	5		5.00	$500.00	2,500.00
7.	Saw Cut Asphalt Paving	LF	2772	2772		2772.00	$3.00	8,316.00
8.	Connect to Existing Water Main	EA	5	5		5.00	$2,000.00	10,000.00
9.	Gate valve	EA	17	17		17.00	$800.00	13,600.00
CO 1	Sand Backfill	LF	1	2772		2772.00	$5.00	13,860.00

*In accordance with the Contract Documents, based upon on-site observations and the data comprising the above application, the Contractor represents to the Owner that, to the best of the Contractor's knowledge, information, and belief, the Work (excluding trench safety) has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the **AMOUNT PAYABLE***

consistent with the Contract.

Total Amount to Date:	$129,656.00
Material on Hand:	$0.00
Subtotal:	$129,656.00
Less 0% Retained:	$0.00
Net Total:	$129,656.00
Less Previous Payments:	$116,690.40
Amount Payable to Contractor This Estimate:	**$12,965.60**

City of Palestine

By: _____ Date

Duplichain Contractors

By: _____ 10/20/21 Date

PAYMENT AUTHORIZATION

PO # 04233 Partial ☐ Complete ☑ Page 1 of 1

Acct #: 610-5571-740.012 $ 12,965.60

Acct #: $

Acct #: $

Describe: Lamar Waterline Complete

PCT DIR: ☐:

FINC DIR: ☐:

CTY MNR: ☐:

m:/projects/LV-197/Palestine_Lamar St Water_Pay Request #6 Final

THE CITY OF PALESTINE
TEXAS • 1846

Agenda Date:	June 14, 2021
To:	City Council
From:	Teresa Herrera, City Manager
Agenda Item:	Change Order Request 1 - Lamar Street & Sewer Replacement
Date Submitted:	

SUMMARY:

Change order request to haul sand for back filling in areas where the City deems the existing dirt to be unacceptable backfill and haul of excess spoils. This was not part of the original RFP. This is a change order for Lamar St. It is to hall off any clay and fill it with sand, per Streets consultant request. Could be up to a $26,460.00 change order.

RECOMMENDED ACTION:

Staff recommends approval of the change order.

CITY MANAGER APPROVAL:

I recommend approval.

Duplichain Contractors, LLC
100 Elkhart Rd./P. O. Box 637
Alto, Texas 75925
(936) 858-4100 * (936) 858-4789-Fax
jeff@duplichain.com

Change Order Request

June 1, 2021

City of Palestine
504 N. Queen St.
Palestine, TX 75801

Attn: Jason Shelton – utilitysupervisor@palestine-tx.org

Re: Lamar St. – Water and Sewer Replacement

I am requesting a change order to haul sand for backfilling in areas where the City of Palestine deems the existing dirt to be unacceptable backfill. Also, hauling off of the excess spoils.

Lamar St. – Water Replacement Sand Backfill & Haul Off	$5.00 per foot
Lamar St. – Sewer Replacement Sand Backfill & Haul Off	$7.00 per foot

Please let me know as soon as possible when this is approved.

Sincerely,

Jeff Duplichain

JASON SHELTON

City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04233 **Date:** 07/12/2021

Request # : 20-04306 **Vendor # :** 01-04694

ISSUED TO: DUPLICHAIN CONTRACTORS, LLC
100 ELKHART ST
ALTO, TX 75925

SHIP TO: WATER PLANT CITY OF PALESTINE
800 ACR 3722
PALESTINE, TX 75801
PLANT OPERATOR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	LAMAR ST WATERLINE WATERLINE REPLACEMENT ON LAMAR STREET RFP 2020-026	610-5-110-7440.012	021	0.00	90,311.60
					TOTAL	90,311.60

Rosa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

CITY OF PALESTINE – PUBLIC WORKS
TABULATION
LAMAR STREET WATERLINE REPLACEMENT
RFP 2020-026

DESCRIPTION	VENDOR	VENDOR	AWARDED
WATERLINE REPLACEMENT LAMAR STREET	ATHENS CONTRACTOR, LLC PO BOX 768 ATHENS, TX 75751 PHONE: 903-804-8331 BID PROPOSAL $188,140.00	DUPLICHAIN CONTRACTORS, LLC 100 ELKHART RD/PO BOX 637 ALTO, TX 75925 PHONE: 936-858-4100 BID PROPOSAL $115,796.00	DUPLICHAIN CONTRACTORS $115,796.00

ATHENS CONTRACTORS, LLC
PO BOX 768
ATHENS, TX 75751 US
9038048331
office@athenstxcon.com

Estimate 1230

ADDRESS
CITY OF PALESTINE
FINANCE DEPT. ACCOUNTS PAYABLE
504 N. QUEEN ST.
PALESTINE, TEXAS 75801

SHIP TO
CITY OF PALESTINE
FINANCE DEPT. ACCOUNTS PAYABLE
504 N. QUEEN ST.
PALESTINE, TEXAS 75801

DATE	TOTAL	EXPIRATION DATE
10/10/2020	**$188,140.00**	11/10/2020

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	MOBILIZATION	1	15,000.00	15,000.00
	INSTALL 6X8 WET TAP	1	2,800.00	2,800.00
	TRAFFIC CONTROL	1	2,500.00	2,500.00
	INSTALL 6 INCH DR 18 C900	2,780	18.00	50,040.00
	INSTALL FIRE HYDRANT	8	4,500.00	36,000.00
	INSTALL 6 INCH GATE VALVE	17	1,500.00	25,500.00
	INSTALL 6 X 1 INCH METER SERVICE	53	700.00	37,100.00
	INSTALL 6 X 2 INCH METER SERVICE	1	1,200.00	1,200.00
	INSTALL TIE IN	5	2,500.00	12,500.00
	CAP/PLUG EXISTING	3	1,000.00	3,000.00
	HYDRO TEST	1	2,500.00	2,500.00

RFP 2020-026
LAMAR STREET WATER LINE REPLACEMENT

TOTAL $188,140.00

THANK YOU.

Accepted By

Accepted Date

Athens Contractors LLC

PO BOX 768

ATHENS TX 75751

STATEMENT OF QUALIFICATIONS

COMPANY CONTACT INFORMATION

Scott McCurley	(903) 804-8331	Owner/Manager- scott@athenstxcon.com
Norma McCurley	(903) 681-6924	AP/AR/Invoicing- office@athenstxcon.com
Jason Crow	(430) 502-3740	Project Superintendent- jason@athenstxcon.com
Roger Haas	(903) 681-4685	Job Foreman

OFFICE LOCATION

7761 Ranch Road

Athens Tx 75751

(903) 670-1130

WATER/WASTEWATER UTILITIES EXPERIENCE FROM 1985 TO PRESENT

CONTRACTOR FOR THE FOLLOWING:

CITY OF PALESTINE, CITY OF ELKHART, CITY OF ATHENS, CITY OF GRAPELAND, CITY OF FAIRFIELD, CITY OF JACKSONVILLE, CITY OF CHANDLER

PROJECTS IN CITY OF PALESTINE AND GENERAL CONTRACTORS

LACY STREET WATER MAIN REPLACEMENT

REAGAN STREET MANHOLE REPAIR

WHATABURGER PALESTINE

CVS PHARMACY

JOHN STREET DRAINAGE

SYCAMORE STREET DRAINAGE

FIRST STATE BANK PALESTINE

PALESTINE FIRE HYDRANT REPLACE (85)

GILLESPIE ROAD SEWER MAIN

PALESTINE CEMETERY SEWER MAIN REPAIR

NORTH JACKSON WATER LINE

WOLF CREEK/AIRPORT WATER MAIN

CROCKETT STREET DRAINAGE

MOORE DRIVE WATER MAIN RE-HAB

KOLSTAD STREET SEWER IMPROVEMENTS

MCDONALDS PALESTINE

CHILI'S PALESTINE

CAROLINA STREET DRAINAGE

PALESTINE AVENUE DRAINAGE

SHELBY SAVINGS BANK PALESTINE

TEXAS STREET WATER MAIN

DONNIEBROOK STREET SEWER MAIN

WEST OAK 12 INCH WATER MAIN

WEST POINT TAP WATER LINE

REAGAN STREET 14" SEWER MAIN

HILLTOP STREET WATER MAIN TIE INS

CITY OF PALESTINE REFERENCES

Felipe Garcia

Jason Shelton

Mark Fletcher

BUSINESS REFERENCES

Randy Williams- City of Athens

Director of Utilities (214)693-4834

Athens TX

Jennifer McCoy- City of Elkhart

Mayor (214) 415-2748

Elkhart TX

John McClellan- Southwest Water/Monarch Utilities

Region Manager (214) 558-6127

Dallas, TX

Karl Klanke- Marabou Suprior Pipeline

Owner (713) 278-0600

Houston, TX

Nathan Herrington- Thrive Community Church

Pastor (903) 986-6283

Athens TX

Luke Odenthal- Acme Brick Corporation

Region Manager (903) 880-2014

Malakoff, TX

Duplichain Contractors, LLC
100 Elkhart Rd./P. O. Box 637
Alto, Texas 75925
(936) 858-4100 * (936) 858-4789-Fax
jeffd@consolidated.net

Request for Proposal
Quote

October 12, 2020

City of Palestine
504 N. Queen St.
Palestine, TX 75801
Attn: City Secretary's Office

Bid Date: October 12, 2020, 3:00pm

Re: Lamar St. - Water Replacement

Labor and Equipment Only. All material provided by the City of Palestine.

1.	6in PVC Water Main	2772 lf @ $15.00	$41,580.00
2.	1in Service to 3/4in Meter	52 ea @ $500.00	$26,000.00
3.	1in Service	2 ea @ $500.00	$1,000.00
4.	2in Service to 1.5in meter	1 ea @ $800.00	$800.00
5.	Fire Hydrant w/ Valve	8 ea @ $1,500.00	$12,000.00
6.	Abandon Old Line	5 ea @ $500.00	$2,500.00
7.	Saw Cut Asphalt Paving	2772 lf @ $3.00	$8,316.00
8.	Connect to Existing Water Main	5 ea @ $2,000.00	$10,000.00
9.	Gate Valve	17 ea @ $800.00	$13,600.00
		Lamar St. Water Replacement Total:	$115,796.00

Not included:
Permits/fees
Density test
No imported bedding or backfill material
Any item not specifically mentioned in the quote.

Sincerely,

Jeff Duplichain

DUPLICHAIN CONTRACTORS
SINCE 1970

Duplichain Contractors, LLC
100 Elkhart St./P. O. Box 637
Alto, Texas 75925
(936) 858-4100 * (936) 858-4789-Fax
jasond@consolidated.net

Company Profile

Company Name:
Duplichain Contractors, LLC

Officer Email Addresses:
Greg Duplichain, President – gregd1948@gmail.com
Jeff Duplichain, Vice President – jeffd@consolidated.net
Jason Duplichain, Vice President – jasond@consolidated.net
Betty Duplichain, Secretary/Treasurer – dupco@consolidated.net

Physical Address:
100 Elkhart St.
Alto, TX 75925

Mailing Address:
P. O. Box 637
Alto, TX 75925

Phone Number:
(936) 858-4100

Fax Number:
(936) 858-4789

Officers & Duties:
- Greg Duplichain – bids jobs, construction manager of and inspects jobs
- Jeff Duplichain – bids jobs, billing for jobs, construction manager of and inspects jobs
- Jason Duplichain – administrative, insurance, bills, submittals, cost analysis, quarterly reports
- Betty Duplichain – administrative, secretarial, grant payroll reports

Primary Business:
Installation of water systems, water plants, wastewater systems, lift stations, & emergency generators in the East Texas area.

Company Background:
Duplichain Contractors, Inc. was formed by Herman Duplichain and his son, Greg Duplichain (SFA Class of 1970) in 1970. The primary function of the business was construction of custom homes. Herman retired in 1985 and Greg continued building custom homes until 1992. In 1992 the primary function of the business changed to utility construction. In 2001 Jeff Duplichain (SFA Class of 2001) entered the business as vice president of Duplichain Contractors, Inc. In 2003 Duplichain Contractors, Inc. changed from a corporation to a Limited Liability Partnership (LLP) becoming Duplichain Contractors, LLP. Jason Duplichain (SFA Class of 1993 and 1998) entered the business as a partner in 2004. On January 14, 2015, Duplichain Contractors converted from a LLP to a Limited Liability Company (LLC) officially becoming Duplichain Contractors, LLC.

Number of Years in Business:
50 years

Number of Employees:
45 employees

DUPLICHAIN CONTRACTORS, LLC

COMPLETED JOBS

DATE	OWNER	JOB	CONTRACT
2015	CITY OF JEWETT	WATER PLANT IMP.	$224,000.00
2015	CITY OF EMHOUSE	WATER IMPROVEMENTS (2)	$57,875.00
2015	CITY OF OVERTON	WWTP UPGRADES	$47,200.00
2015	CITY OF HUNTINGTON	WWTP IMPROVEMENTS	$239,500.00
2015	ELDERVILLE WSC	DISTRIBUTION SYSTEM IMP.	$497,872.20
2015	CITY OF HUNTSVILLE	WATERLINE REPLACEMENT	$1,184,427.00
2015	BROOKELAND ISD	WWTP IMPROVEMENTS	$354,660.00
2015	CITY OF WOODVILLE	WATER IMPROVEMENTS	$270,291.00
2015	CITY OF WASKOM	GROUND STORAGE TANK	$294,600.00
2016	D&M WSC	L.S. REHAB & SEWER IMP	$293,870.00
2016	NOGALUS CENTRALIA WSC	WATER LINE REPLACEMENT	$64,300.00
2016	GASTONIA SCURRY SUD	LINE IMPROVEMENTS	$22,819.00
2016	CITY OF REKLAW	WATER SYSTEM IMP.	$372,750.00
2016	CITY OF WELLS	UTILITY RELOCATION	$1,989,206.00
2016	CITY OF ALTO	WELLS GAS RELOCATION	$470,891.75
2016	GASTONIA SCURRY SUD	2016 SYSTEM IMPROVEMENTS	$294,600.00
2016	ANRA-NAC	WASTEWATER SYSTEM EXPANSION	$4,525,068.79
2016	CITY OF NACOGDOCHES	WELL NO. 14	$216,442.89
2017	CITY OF DAWSON	CLARIFIER IMPROVEMENTS	$181,700.00
2017	CITY OF NACOGDOCHES	NORTH ST WATER LINE EXT.	$31,250.00
2017	CITY OF NACOGDOCHES	PARROTT DR. SEWER EXT	$29,150.00
2017	NESTLE WATERS	WASTE WATER PROJECT	$351,730.00
2017	RUSK EDC	INDUSTRIAL PARK IMP	$63,123.00
2017	CITY OF HUNTINGTON	SEWER & WATER IMP.	$37,625.00
2017	CITY OF DIBOLL	SEWER IMPROVEMENTS	$136,249.50
2017	CITY OF TEHUACANA	WATER SYSTEM IMP.	$220,689.30
2017	CITY OF PALESTINE	WWTP GRIT IMPROVEMENTS	$734,500.00
2017	CITY OF KILGORE	NW PRESSURE PLANE IMP.	$734,710.00
2017	CITY OF HUXLEY	WATER SYSTEM IMP.	$222,250.00
2017	CITY OF KENNARD	PRESSURE TANK & PIPING IMP	$158,395.00

2017	EAST TEXAS MUD/ SMITH CO.	SEWER IMPROVEMENTS	$561,467.00
2017	SOUTHERN UTILITIES	HIGH PUMP SERVICE STATION	$608,730.00
2018	TRI-COUNTY SUD	CHEMICAL FEED SYSTEM	$100,526.80
2018	EAST TEXAS MUD	TX BEST SMOKEHOUSE SEWER	$170,620.00
2018	GRAPELAND ISD	STORM DRAING	$143,930.00
2018	CONSOLIDATED WSC	PROPOSED PRESSURE TANK	$92,900.00
2018	CITY OF GRAPELAND	UTILITY IMPROVEMENTS	$799,528.00
2018	CENTRAL WCID	UTILITY IMPROVEMENTS	$457,438.00
2018	ANGELINA CO. FRESH WATER	WATER & SEWER IMP.	$69,328.75
2018	ALABAMA COUSHATTA	SEWER IMPROVEMENTS	$146,600.00
2018	CITY OF TEAGUE	WATERLINE PROJECT	$258,888.00
2018	CITY OF GLADEWATER	WATERLINE IMP.	$210,400.00
2018	CITY OF TIMPSON	WATER PLANT IMP.	$226,380.00
2018	CITY OF MINEOLA	UTILITY INFRASTRUCTURE IMP.	$605,975.90
2018	TRI COUNTY SUD	WATER PLANT #4 IMP.	$348,100.00
2018	DARLING INGREDIENTS	WWTP	$888,400.00
2019	CITY OF ALTO	WWTP IMPROVEMENTS	$214,440.00
2018	CROSS ROADS SUD	WATERLINES PROJECT	$965,815.00
2018	CITY OF RICHLAND	PLANT IMPROVEMETNS	$85,512.00
2018	CITY OF RICHLAND	DISTRIBUTION IMPROVEMENTS	$65,400.00
2018	CITY OF KOSSE	PLANT IMPROVEMENTS	$638,834.00
2019	CITY OF CROCKETT	WW SYSTEM IMPROVEMENTS	$196,455.00
2019	WODEN WSC	PLANT IMPROVEMENTS	$265,550.00
2019	CITY OF GLADEWATER	SEWER LINE IMPROVEMENTS	$125,468.00
2019	CITY OF CHANDLER	WATERLINE IMPROVEMENTS	$221,464.00
2019	CITY OF NEW SUMMERFIELD	WATERLINE IMP.	$299,968.06
2019	CITY OF GARRISON	SEWER IMPROVEMENTS	$12,700.00
2019	CITY OF GRAPELAND	WATER SYSTEM IMP.	$228,780.00
2019	CITY OF HENDERSON	WATER MAIN EXTENSION	$217,164.30
2020	BOYS & GIRLS CLUB OF ETX	SEWER EXTENSION	$15,360.00
2019	CITY OF LUFKIN	WWTP IMPROVEMENTS	$893,400.00
2019	MERCY SHIPS FOUNDATION	NEW WWTP	$376,215.00
2019	CITY OF CARTHAGE	SEWER IMPROVEMENTS	$299,471.40
2019	TRINITY COUNTY	WATER IMPROVEMENTS	$214,726.00
2019	PLEASANT SPRINGS WSC	PLANT SITE IMPROVEMENTS	$215,745.00

JOBS IN PROGRESS

DATE	OWNER	JOB	CONTRACT
2019	ANDERSON CO CREEK WSC	PLANT IMPROVEMENTS	$529,290.00
2019	D&M WSC	PLANT REHABILITATION	$1,261,638.00
2019	CITY OF CHANDLER	WATER WELL WATERLINE	$90,986.00
2019	CITY OF NACOGDOCHES	SEWER & WATER LINE IMP.	$412,195.00
2020	NUCOR-VULCRAFT	STORM DRAIN, SEWER& WATER	$236,652.00
2020	CITY OF KILGORE	TRANSMISSION MAIN IMP	$1,487,390.50
2020	CITY OF CENTER	SANITARY SEWER IMP.	$869,608.75
2020	CRAFT-TURNEY WSC	NEW WATER WELL	$1,042,190.00
2020	ANGELINA COUNTY WMC	LIFT STATION	$159,985.00
2020	CEFCO – MT ENTERPRISE	SITE UTILITIES	$411,650.00
2020	LUFKIN ISD – MIDDLE SCHOOL	SITE UTILITIES	$378,900.00
2020	SHELBY CO/ SAND HILL WSC	GWT PLANT	$199,600.00
2020	CITY OF NACOGDOCHES	DOWNTOWN SEWER REHAB	$688,535.00
2020	CITY OF LOVELADY	WATER WELL NO. 4 PLANT	$165,390.00

Municipality References

City of Nacogdoches, Texas	
Steve Bartlett	(936) 559-2522
Case Opperman	(936) 559-2515
City of Center, Texas	(936) 598-2941
Marcus Cameron	
City of Timpson, Texas	(936) 254-2421
Larry Burns	
City of Rusk, Texas	(903) 683-2213
Thomas Thompson	
City of New Summerfield, Texas	(903) 726-3651
Peter Eads	
Angelina Neches River Authority	(936) 632-7795
Chris Key	

City of Palestine - 504 North Queen Street - Palestine TX 75801

199517

01-01604 ** KSA ENGINEERS, INC. **

10/29/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
09/30/2021	ARIV100578	20-04235	KSA PROJECT PA.050 WATER	26,376.00

CHECK TOTAL 26,376.00

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

199517

DATE	AMOUNT
10/29/2021	$***26,376.00

VOID AFTER 90 DAYS

PAY ---- TWENTY SIX THOUSAND THREE HUNDRED SEVENTY SIX & 00/100 DOLLARS ----

TO THE ORDER OF
** KSA ENGINEERS, INC. **
140 EAST TYLER STREET
SUITE 600
LONGVIEW, TX 75601

RUN RED IMAGE FADES WITH HEAT

199517

01-01604 ** KSA ENGINEERS, INC. **

10/29/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
09/30/2021	ARIV100578	20-04235	KSA PROJECT PA.050 WATER	26,376.00

** KSA ENGINEERS, INC. **
140 EAST TYLER STREET
SUITE 600
LONGVIEW, TX 75601

CHECK TOTAL 26,376.00

City of Palestine - 504 North Queen Street - Palestine TX 75801

KSA

received 10/18/21

Invoice

KSA Engineers, Inc.
140 East Tyler Street, Suite 600
Longview, TX 75601
USA
Tax registration number: 75-1600863

Invoice number	ARIV1000578
Date	Sep 30, 2021
Customer account	ARCU0013236
Payment terms	Net 30 Days
Customer PO	

Ms. Teresa Herrera, TRMC
City Manager

City of Palestine
1620 Palestine Avenue
Palestine, TX 75801
USA

Sep 1, 2021 to Sep 30, 2021

Project manager Jeremy Roberts Orr

Purchase Order No. 20-04029 (Study & Report)

Purchase Order No. 20-04096

PA050: ; Water Treatment Plant Generator

Phase	Contract value	% Progress	Earned	Previous billing	Current billing
Study and Report	45,000.00	100.00%	45,000.00	45,000.00	0.00
Preliminary Design	160,000.00	100.00%	160,000.00	160,000.00	0.00
Design Survey	2,070.00	100.00%	2,070.00	2,070.00	0.00
Geotechnical Investigation	9,775.00	100.00%	9,775.00	9,775.00	0.00
Final Design	103,415.00	100.00%	103,415.00	103,415.00	0.00
Electrical Power System Study	20,000.00	9.33%	1,866.25	1,866.25	0.00
TCEQ Coordination	5,000.00	75.20%	3,760.00	3,760.00	0.00
Bidding	10,000.00	100.00%	10,000.00	10,000.00	0.00
Construction	90,000.00	42.00%	37,800.00	27,000.00	10,800.00
Construction Materials Testing	20,240.00	22.26%	4,505.42	4,505.42	0.00
RPR Construction Services	129,800.00	42.00%	54,516.00	38,940.00	15,576.00
Risk Assessment Plan Update	20,000.00	0.00%	0.00	0.00	0.00
Emergency Response Plan update	15,000.00	0.30%	45.00	45.00	0.00
Reimbursables	10,000.00	39.92%	3,992.00	3,992.00	0.00

Description	Quantity	Price	Amount
Project PA050: ; Water Treatment Plant Generator **Limit: 640,300.00 ; To date: 436,744.67 ; Remaining: 203,555.33**			26,376.00

Grand total	**26,376.00**
Currency	**USD**

PAYMENT AUTHORIZATION
PO #: Partial ☐ Complete ☐
Acct #: 696-5110-7440.012 $ 26,376.00
Acct #: $
Acct #: $
Describe: Generator Project PO#20-04096
DPT DIR: ☐:
FINC DIR: ☐:

City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04235 **Date:** 07/12/2021

Request # : 20-04308 **Vendor # :** 01-01604

ISSUED TO: KSA ENGINEERS, INC.
140 EAST TYLER STREET
SUITE 600
LONGVIEW, TX 75601

SHIP TO: WWATER PLANT CITY OF PALESTINE
800 PRIVATE ROAD 6078
PALESTINE, TX 75801
PLANT OPERATOR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	KSA PROJECT PA.050 WATER KSA PROJECT PA.050, WATER TREATMENT PLANT GENERATOR- $640,300, LESS STUDY AND REPORT $50,000.00	610-5-110-7440.005	014	0.00	296,520.28
					TOTAL	296,520.28

Teresa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchase Orders - (Read Only)

File Edit Functions Options Help

P.O. Number	20-04149	Ordered	350,082.99	Receipt	53,724.64	Out	296,520.28
Req. Number	20-04216	Variance	161.93	Voided	0.00		

Item | Distribution | Additional | Pending Invoices | Misc. | Req Approval | Comments / Notes

Vendor Set	01-CITY OF PALESTINE	Status	Partially Received
Vendor	01604 KSA ENGINEERS, INC.	Issued	12/18/2020
Department	690-110	Est. Delivery	12/18/2020
Approved by	FELIPE GARCIA	Last Receipt	6/22/2021
Ordered by	FELIPE GARCIA	Completion	
Summary Desc	KSA PROJECT PA.050; WATER		

P.O. Description

KSA PROJECT PA.050; WATER TREATMENT PLANT GENERATOR - $640,300 LESS STUDY AND REPORT ($50,000).

Internal Notes

ORIGINAL PO 20-04096 PREMATURELY COMPLETED WITH A VARIANCE OF $350,082.98

Clear

Inquiry | acctclerk

VENDOR	INVOICE#	POST DATE/ BANK	PO #	LINES	G/L ACCOUNT	DESCRIPTION	DISTR/DISC AMOUNT	INVOICE AMOUNT	VENDOR TOTAL
01-01604	KSA								
	VOID-07/12/2021	VOID	20-04149	1	690 5-110-7440.012	KSA PROJECT PA.	296,520.28		

PO#	VENDOR	NAME	STAT	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL
20-04149	01-01604	KSA ENGINEERS, INC.	R	350,082.99	53,724.64	0.00			53,724.64
					0.00	296,520.28			
		**** TOTALS ****		350,082.99	53,724.64	0.00	0.00	0.00	53,724.64
					0.00	296,520.28	0.00		

PO#	VENDOR	======== NAME ========	STAT	REL. FLAG	ORDERED	PREVIOUSLY RECEIVED/ VOIDED	CURRENTLY RECEIVED/ VOIDED	ADJUSTMENT/ VARIANCE	OUTSTANDING	TOTAL

----------RECEIVED AND RELEASED----------

INVOICE COUNT:	0
TOTAL AMOUNT RECEIVED:	0.00
TOTAL AMOUNT VOIDED:	296,520.28
TOTAL AMOUNT PREPAID:	0.00
TOTAL DISCOUNT:	0.00
TOTAL AMOUNT TO PAY:	0.00

----------RECEIVED AND NOT RELEASED----------

TOTAL AMOUNT RECEIVED:	0.00
TOTAL AMOUNT VOIDED:	0.00

GENERAL LEDGER ACCOUNT TOTALS

PERIOD	G/L ACCOUNT	========= NAME =========	ENCUMBRANCE REMOVED	ACTUAL AMOUNT	========LINE ITEM======== ANNUAL BUDGET	BUDGET AVAIL.	OVER BUDG	======GROUP BUDGET====== ANNUAL BUDGET	BUDGET AVAIL.	OVER BUDG
7/2021	690 5-110-7440.012	WATER LINE LINE REPLMNT	296,520.28	0.00						
		** DEPT 110 TOTAL **	296,520.28	0.00						
		** FUND TOTAL **	296,520.28	0.00						
		** TOTAL **	296,520.28	0.00						

NUMBER OF WARNINGS: 0
NUMBER OF ERRORS: 0

** END OF REPORT **

City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04149 **Date:** 12/18/2020

Request # : 20-04216 **Vendor # :** 01-01604

ISSUED TO:
KSA ENGINEERS, INC.
dba WISENBAKER, FIX AND ASSOCI
211 E SHEPHERD STREET
LUFKIN, TX 75901

SHIP TO:
CITY OF PALESTINE
504 NORTH QUEEN ST
PALESTINE, TX 75801

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	1.00	KSA PROJECT PA.050; WATER TREATMENT PLANT GENERATOR - $640,300 LESS STUDY AND REPORT ($50,000).	690-5-110-7440.012		350,082.98	350,082.98
					TOTAL	350,082.98

Rosa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

01604

City of Palestine – Requisition

Date	Requested By:	Exempt From Bidding:					
10/27/20	Felipe Garcia			KSA Engineering 140 E. Tyler St., Suite 600 Longview, TX 75601			
Ship To 1620 W. Palestine Palestine, TX 75801		☐ Emergency					
Order to be Replaced By: **Requestor**☒ **Purchasing Agent**☐		☒ Sole Source ☐ Interlocal Agreement ☐ Other (explain below)					
Account Number 690-5-110-7440-012							

Description	Quantity/Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
KSA Project PA.050; Water Treatment Plant Generator – $640,300.00 less Study and Report ($50,000).	1	1	$590,300.00				
Shipping Charges							
		Total	$590,300.00	**Total**		**Total**	

Awardee: KSA Engineering **Dept. Head Signature:** F. Bonin **City Manager Signature:** _____

TASK ORDER FORM

This is Task Order No. PA.050A,
consisting of 7 pages,
dated July 21, 2020.

KSA Project Number: PA.050A
Owner Project (or Purchase Order) Number:
Project Name: Water Treatment Plant Standby Power Improvements

---

In accordance with paragraph 1.01 of the Standard Form of Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated December 16, 2016 ("Agreement"), Owner and Engineer agree as follows:

1. **Specific Project Data**

   A. Owner: City of Palestine

   B. Title: Water Treatment Plant Standby Power Improvements

   C. Description: Provide professional services for the development of plans and specifications for the construction of a standby diesel generator at the City of Palestine's Water Treatment Plant to power any two existing high service pumps and the rest of the existing water treatment equipment.

   The project consists of the construction of a 750-kW, 2400-VAC diesel generator, automatic transfer switch, three (3) new soft starters for the existing high service pumps, new 300-kva transformer, building for automatic transfer switch and soft starters, foundations for generator and transformer. The estimated pre-agreement opinion of probable construction cost is $1,967,600.00.

   D. Number of Construction Contracts: 1

2. **Services of Engineer**

   A. Provide the services in Exhibit A – Schedule of Engineer's Services as outlined below:

      a. *Study and Report Phase:*
      Not Included.

      b. *Preliminary Design Phase:*
      Engineer shall provide the services outlined in Paragraph A1.02 of the Agreement.

      c. *Final Design Phase:*
      Engineer shall provide the services outlined in Paragraph A1.03 of the Agreement.

      d. *Bidding or Negotiating Phase:*
      Engineer shall provide the services outlined in Paragraph A1.04 of the Agreement.

      e. *Construction Phase:*
      Engineer shall provide the services outlined in Paragraph A1.05 of the Agreement.

f. *Commissioning Phase (or Operational Phase):*
Engineer shall provide the services outlined in Paragraph A1.06 of the Agreement.

B. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
☒	☐	a.	Design Survey
☐	☒	b.	Grant or Loan Application
☐	☒	c.	Storm Water Pollution Prevention Plan
☐	☒	d.	Environmental Assessment
☐	☒	e.	Environmental Information Document
☐	☒	f.	Resident Project Representative Services
☐	☒	g.	Construction Survey (Baselines and Benchmarks)
☒	☐	h.	Geotechnical Investigation
☒	☐	i.	Materials Testing
☐	☒	j.	Analytical Testing
☒	☐	k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
☐	☒	l.	Easement or Boundary Surveys
☐	☒	m.	Easement or Boundary Descriptions
☐	☒	n.	Land Acquisition Services
☐	☒	o.	TxDOT Utility Installation Request Applications
☐	☒	p.	Operation and Maintenance Manual
☒	☐	q.	Other: Part-Time Resident Project Representative
☒	☐	r.	Other: TCEQ Coordination
☒	☐	s.	Other: Risk Assessment Plan Update
☒	☐	t.	Other: Emergency Response Plan Update
☒	☐	u.	Other: Electrical Power Systems Study
☐	☒	v.	Other:
☐	☒	w.	Other:

3. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B, except as modified by this Task Order.

4. **Times for Rendering Services**

Item	Calendar Days From Notice to Proceed
Notice to Proceed from Owner to KSA	0
Complete Preliminary Design Phase	90
Complete Final Design Phase	150
Complete Bidding Phase	180
Begin Construction	210
Complete Construction	570

Note:
Should review times exceed those identified above, the project schedule will be extended accordingly.

5. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered as follows:

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services		$160,000.00	$103,415.00	$10,000.00	$90,000.00		$363,415.00	Lump Sum
Design Survey		$2,070.00					$2,070.00	
Electrical Power System Study					$20,000.00		$20,000.00	
Part Time Project Representative (12 months)					$129,800.00		$129,800.00	
Risk Assessment Plan Update					$20,000.00		$20,000.00	
Emergency Response Plan Update					$15,000.00		$15,000.00	
Subtotal		$162,070.00	$103,415.00	$10,000.00	$274,800.00		$550,285.00	
TCEQ Coordination					$5,000.00		$5,000.00	Hourly Rate and Reimbursable Expenses
Reimbursable Expenses		$1,000.00	$1,000.00	$500.00	$2,500.00		$5,000.00	
Geotechnical Investigation			$9,775.00				$9,775.00	
Construction Material Testing					$20,240.00		$20,240.00	
Subtotal		$1,000.00	$10,775.00	$500.00	$27,740.00		$40,015.00	
Total		$163,070.00	$114,190.00	$10,500.00	$302,540.00		$590,300.00	

Notes:

[1] Payment Method: Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses as shown in Par. 6 of this Task Order are estimated only and are not considered lump sum or not-to-exceed values.

[2] Construction Phase Basic Service assumes a construction period of 360 consecutive calendar days. ENGINEER's work on this phase beyond the construction period will be billed at hourly rates.

6. **Hourly Rates and Reimbursable Expenses Schedule**

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	$260.00/hour
Senior Environmental Planner	$215.00/hour
Environmental Planner	$170.00/hour
Senior Aviation Planner	$220.00/hour
Aviation Planner	$168.00/hour
Senior Urban Design Planner	$215.00/hour
Urban Design Planner	$185.00/hour
Development Services Manager	$195.00/hour
Electrical Engineer	$230.00/hour
Mechanical Engineer	$175.00/hour
Senior Project Manager	$205.00/hour
Project Manager	$175.00/hour
Senior Project Engineer	$165.00/hour
Project Engineer	$135.00/hour
Senior Design Engineer	$120.00/hour
Design Engineer	$110.00/hour
Senior Project Architect	$190.00/hour
Project Architect	$140.00/hour
Design Architect	$100.00/hour
GIS Specialist	$140.00/hour
Senior Engineering Technician	$180.00/hour
Engineering Technician	$100.00/hour
Senior Design Technician	$120.00/hour
Design Technician	$ 85.00/hour
Safety Manager	$130.00/hour
Safety Specialist	$ 95.00/hour
TCEQ Instructor	$ 95.00/hour
Regulation Compliance Specialist	$ 90.00/hour
Project Assistant	$ 85.00/hour
Senior CAD Technician	$ 85.00/hour
CAD Technician	$ 75.00/hour
Senior Project Representative	$100.00/hour
Senior Project Representative - After Hours	$120.00/hour
Project Representative	$ 90.00/hour
Project Representative - After Hours	$110.00/hour
Graphic Designer	$ 70.00/hour
Administrative Assistant	$ 75.00/hour
Secretary	$ 55.00/hour
Three-Man Survey Crew	$185.00/hour
Two-Man Survey Crew	$155.00/hour
Senior Registered Surveyor	$160.00/hour
Registered Surveyor	$130.00/hour
Senior Survey Technician	$110.00/hour
Survey Technician	$ 95.00/hour
Mileage	$ 0.58/mile
ATV (4-Wheeler)	$100.00/day
GPS	$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

7. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is 7/21/2020.

OWNER: City of Palestine	ENGINEER: KSA Engineers, Inc.
By: Leslie Cloer	By:
Name: Leslie Cloer, SPHR, SHRM-SCP	Name: Joncie H. Young, P.E.
Title: City Manager	Title: Director of Municipal Services
Date Signed: 7/21/2020	Date Signed: July 14, 2020
	Engineer License or Firm's Certificate No. F-1356
	State of: Texas

DESIGNATED REPRESENTATIVE FOR TASK ORDER:	DESIGNATED REPRESENTATIVE FOR TASK ORDER:
Name: Leslie Cloer, SPHR, SHRM-SCP	Name: Jeremy Orr, P.E.
Title: City Manager	Title: Project Manager
Address: 504 North Queen Street Palestine, Texas 75801	Address: 6781 Oak Hill Blvd. Tyler, Texas 75703
E-Mail Address: CityManager@palestine-tx.gov	E-Mail Address: jorr@ksaeng.com
Phone: 903.731.8416	Phone: 903.581.8141
Fax: 903.731.9219	Fax: 888.224.9418

KSA 6781 Oak Hill Blvd. Tyler, TX 75703 **FIELD WORK ORDER No. 1**	Date: October 5, 2021 Project No.: PA.050 Location: Palestine, TX
To (Contractor) McInnis Brothers Construction, Inc. 119 Pearl Street Minden, LA 71055	Job Description: Water Treatment Plant Standby Power Improvements Total Contract Price: Original $1,844,000.00 Previous CO / WO $0.00 Current $1,844,000.00

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, Unit price, change in completion schedule, etc. (2)	Decrease in Contract price (3)	Increase in Contract price (4)
WO 1.1	Item 1.05 - Automatic Transfer Switch: Increase lump sum amount by $3,000.00 to $203,000.00	$0.00	$3,000.00
WO 1.2	Item 1.19 - Miscellaneous Allowance: Decrease allowance by $3,000.00 to $97,000.00 ($100,000.00 - $3,000.00 = $97,000.00).	$3,000.00	$0.00
	Change in contract price due to this Change Order:		
	Total Decrease	$3,000.00	
	Total Increase		$3,000.00
	Difference between Columns (3) and (4)		$0.00

The sum of **$0.00** is hereby (unchanged) (~~added to~~) (~~deducted from~~) the total contract price, and the total adjusted contract price to date thereby is **$1,844.000.00**.

The time provided for completion in the contract is (unchanged) (~~increased by~~) (~~decreased by~~) **00** additional calendar days added to the contract time for a total adjusted contract time of **360** calendar days for substantial completion. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Recommended by (Engineer)	**KSA Engineers, Inc.**	10-5-2021 Date
Accepted by (Contractor)	Marcus Long **McInnis Brothers Construction, Inc.**	10/5/21 Date
Approved by (Owner)	**City of Palestine**	10/19/21 Date

City of Palestine - 504 North Queen Street - Palestine TX 75801

199650

01-05057 ** ENTERPRISE FM TRUST **

11/12/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/04/2021	FBN4328492 NOV 2021 VEHICLE LEASES		ENTERPRISE FM TRUST	26,664.46

CHECK TOTAL 26,664.46

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

199650

DATE	AMOUNT
11/12/2021	$***26,664.46

VOID AFTER 90 DAYS

PAY ---- TWENTY SIX THOUSAND SIX HUNDRED SIXTY FOUR & 46/100 DOLLARS ----

TO THE ORDER OF
** ENTERPRISE FM TRUST **
PO BOX 800089
KANSAS CITY, MO 64180-0089

RUB RED IMAGE FADES WITH HEAT

199650

01-05057 ** ENTERPRISE FM TRUST **

11/12/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/04/2021	FBN4328492 NOV 2021 VEHICLE LEASES		ENTERPRISE FM TRUST	26,664.46

** ENTERPRISE FM TRUST **
PO BOX 800089
KANSAS CITY, MO 64180-0089

CHECK TOTAL 26,664.46

City of Palestine - 504 North Queen Street - Palestine TX 75801

INVOICE

Please Remit To:
ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City MO 64180-0089
United States

Customer:
CITY OF PALESTINE
504 N. Queen Street
PALESTINE TX 75801



Page: 1
Consolidated Invoice No: FBN4328492
Invoice Date: 11/04/2021
Customer Number: 585229
Due upon receipt, late if not paid by 20th of November

AMOUNT DUE: $ 26,664.46

For billing questions, please email ARBilling@efleets.com or call the Billing Solutions Team 1-866-556-2864

[1] Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Lease Agreement and shall have all rights and obligations of the Lessor under the Master Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) (Insurance) and 12 (Indemnity) of the Master Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust.

The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by FM Trust, and are payable at the direction of FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Charge Summary

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model / Invoice Number	Driver / Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	585229		**2329T5[1]**	**60**	**29**	**19**	**RAM**	**1500**	**19 Ram1500 8012**					
1		11/01 - 11/30/21 Monthly Lease Charges						2329T5-1121-MR	369.48					369.48
	585229		**23M597[1]**	**60**	**8**	**21**	**CHEV**	**SILV**	**Silverado 1500 1813**					
2		11/01 - 11/30/21 Monthly Lease Charges						23M597-1121-MR	505.88					505.88
	585229		**23M59B[1]**	**60**	**8**	**21**	**CHEV**	**SILV**	**Silverado 1500 2793**					
3		11/01 - 11/30/21 Monthly Lease Charges						23M59B-1121-MR	505.88					505.88



INVOICE

Customer: CITY OF PALESTINE

Consolidated Invoice No: FBN4328492
Invoice Date: 11/04/2021

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	585229		**23PWLF[1]**	**60**	**6**	**21**	**FORD**	**F-35**	**2021 F350 5878**					
4	11/01 - 11/30/21	Monthly Lease Charges						23PWLF-1121-MR	609.63					609.63
	585229		**23TPFS[1]**	**60**	**6**	**21**	**CHEV**	**SILV**	**2021 Silverado1500 2170**					
5	11/01 - 11/30/21	Monthly Lease Charges						23TPFS-1121-MR	702.55					702.55
6	10/27/21	TOLL						19036994-OT					6.34	6.34
7	10/27/21	TOLL PROGRAM FEE						19036994-OT					5.00	5.00
		ATSPS, LLC, 665496507, 665496725, 665490980, 66549												
			Unit Total:				**23TPFS[1]**		**702.55**				**11.34**	**$ 713.89**
	585229	**ADMIN**	**23M5D2[1]**	**60**	**13**	**21**	**CHEV**	**MALI**	**2021 Malibu 8122**					
8	11/01 - 11/30/21	Monthly Lease Charges						23M5D2-1121-MR	299.47					299.47
			Total for Customer:				**585229**		**2,992.89**				**11.34**	**$ 3,004.23**
	592179	**CID**	**23M649[1]**	**60**	**13**	**21**	**CHEV**	**SILV**	**2021 Silverado1500 1754**					
9	11/01 - 11/30/21	Monthly Lease Charges						23M649-1121-MR	473.19					473.19
	592179	**PD**	**2329SC[1]**	**60**	**30**	**19**	**CHEV**	**SILV**	**2019 Silverado 8663**					
10	11/01 - 11/30/21	Monthly Lease Charges						2329SC-1121-MR	459.56					459.56
11	10/27/21	TOLL						19036907-OT					9.88	9.88
12	10/27/21	TOLL PROGRAM FEE						19036907-OT					4.00	4.00
		ATSPS, LLC, 660415144, 660416236, 660416405, 66041												
			Unit Total:				**2329SC[1]**		**459.56**				**13.88**	**$ 473.44**
	592179	**PD**	**2329SM[1]**	**60**	**30**	**19**	**CHEV**	**SILV**	**2019 Silverado 6202**					
13	11/01 - 11/30/21	Monthly Lease Charges						2329SM-1121-MR	459.56					459.56
	592179	**PD**	**2329SV[1]**	**60**	**29**	**19**	**RAM**	**1500**	**19 Ram1500 8013**					
14	11/01 - 11/30/21	Monthly Lease Charges						2329SV-1121-MR	367.76					367.76

INVOICE

Customer: CITY OF PALESTINE

Consolidated Invoice No: FBN4328492
Invoice Date: 11/04/2021

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	592179	**PD**	**2329TB[1]**	**60**	**30**	**19**	**CHEV**	**TAHO**	**CID 33**					
15	11/01 - 11/30/21	Monthly Lease Charges						2329TB-1121-MR	737.46					737.46
	592179	**PD**	**2329TP[1]**	**60**	**30**	**19**	**CHEV**	**MALI**	**2019 Malibu 1169**					
16	11/01 - 11/30/21	Monthly Lease Charges						2329TP-1121-MR	320.21					320.21
	592179	**PD**	**2329TZ[1]**	**60**	**30**	**19**	**CHEV**	**MALI**	**2019 Malibu 3217**					
17	11/01 - 11/30/21	Monthly Lease Charges						2329TZ-1121-MR	320.21					320.21
	592179	**PD**	**2329V5[1]**	**60**	**30**	**19**	**CHEV**	**MALI**	**2019 Malibu 2657**					
18	11/01 - 11/30/21	Monthly Lease Charges						2329V5-1121-MR	320.21					320.21
	592179	**PD**	**2329V7[1]**	**60**	**30**	**19**	**CHEV**	**MALI**	**2019 Malibu 3462**					
19	11/01 - 11/30/21	Monthly Lease Charges						2329V7-1121-MR	320.21					320.21
	592179	**PD**	**232M46[1]**	**60**	**28**	**19**	**CHEV**	**TAHO**	**2019 Tahoe 2467**					
20	11/01 - 11/30/21	Monthly Lease Charges						232M46-1121-MR	779.60					779.60
	592179	**PD**	**232M56[1]**	**60**	**26**	**19**	**CHEV**	**TAHO**	**2019 Tahoe 2247**					
21	11/01 - 11/30/21	Monthly Lease Charges						232M56-1121-MR	774.21					774.21
	592179	**PD**	**232M5M[1]**	**60**	**26**	**19**	**CHEV**	**TAHO**	**2019 Tahoe 0700**					
22	11/01 - 11/30/21	Monthly Lease Charges						232M5M-1121-MR	776.97					776.97
	592179	**PD**	**232M5X[1]**	**60**	**26**	**19**	**CHEV**	**TAHO**	**2019 Tahoe 0764**					
23	11/01 - 11/30/21	Monthly Lease Charges						232M5X-1121-MR	776.55					776.55
	592179	**PD**	**23HSQV[1]**	**60**	**16**	**20**	**CHEV**	**TAHO**	**2020 Tahoe 6144**					
24	11/01 - 11/30/21	Monthly Lease Charges						23HSQV-1121-MR	846.00					846.00

INVOICE

Customer: CITY OF PALESTINE

Consolidated Invoice No: FBN4328492
Invoice Date: 11/04/2021

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	592179	**PD**	**23HSQX[1]**	**60**	**16**	**20**	**CHEV**	**TAHO**	**2020 Tahoe 5971**					
25	11/01 - 11/30/21	Monthly Lease Charges						23HSQX-1121-MR	848.80					848.80
	592179	**PD**	**23HSR3[1]**	**60**	**16**	**20**	**CHEV**	**TAHO**	**2020 Tahoe 5954**					
26	11/01 - 11/30/21	Monthly Lease Charges						23HSR3-1121-MR	843.00					843.00
	592179	**PD**	**23LWLZ[1]**	**60**	**9**	**20**	**CHEV**	**TAHO**	**2020 PD Tahoe 0738**					
27	11/01 - 11/30/21	Monthly Lease Charges						23LWLZ-1121-MR	891.50					891.50
	592179	**PD**	**23LWM7[1]**	**60**	**9**	**20**	**CHEV**	**TAHO**	**2020 PD Tahoe 0586**					
28	11/01 - 11/30/21	Monthly Lease Charges						23LWM7-1121-MR	891.50					891.50
29	10/27/21	TOLL PROGRAM FEE						19036902-OT					1.00	1.00
30	10/27/21	TOLL						19036902-OT					0.78	0.78
		ATSPS, LLC, 658317588												
		Unit Total:	**23LWM7[1]**						**891.50**				**1.78**	**$ 893.28**
	592179	**PD**	**23LWMB[1]**	**60**	**9**	**20**	**CHEV**	**TAHO**	**2020 PD Tahoe 0077**					
31	11/01 - 11/30/21	Monthly Lease Charges						23LWMB-1121-MR	891.50					891.50
		Cost Code Total:	**PD**						**11,624.81**				**15.66**	**$ 11,640.47**
		Total for Customer:	**592179**						**12,098.00**				**15.66**	**$ 12,113.66**
	592181	**HEALTH**	**23BQ4M[1]**	**60**	**21**	**20**	**CHEV**	**MALI**	**2020 Malibu 0680**					
32	11/01 - 11/30/21	Monthly Lease Charges						23BQ4M-1121-MR	297.64					297.64
	592181	**PARKS**	**233D62[1]**	**60**	**26**	**19**	**FORD**	**F-25**	**2019 F250 7032**					
33	11/01 - 11/30/21	Monthly Lease Charges						233D62-1121-MR	501.09					501.09

INVOICE

Customer: CITY OF PALESTINE

Consolidated Invoice No: FBN4328492
Invoice Date: 11/04/2021

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	592181	**PARKS**	**233FM5¹**	**60**	**26**	**19**	**FORD**	**F-25**	**2019 F250 7031**					
34		11/01 - 11/30/21 Monthly Lease Charges						233FM5-1121-MR	502.93					502.93
	592181	**PARKS**	**23BXFP¹**	**60**	**21**	**20**	**CHEV**	**SILV**	**2020 Silverado 4455**					
35		11/01 - 11/30/21 Monthly Lease Charges						23BXFP-1121-MR	427.23					427.23
				Cost Code Total:			**PARKS**		**1,431.25**					**$ 1,431.25**
				Total for Customer:			**592181**		**1,728.89**					**$ 1,728.89**
	592182	**CONSTRUCTION**	**233FM8¹**	**60**	**26**	**19**	**FORD**	**F-25**	**2019 F250 3216**					
36		11/01 - 11/30/21 Monthly Lease Charges						233FM8-1121-MR	490.66					490.66
	592182	**CONSTRUCTION**	**233FPC¹**	**60**	**25**	**19**	**CHEV**	**SILV**	**19 Silverado 9767**					
37		11/01 - 11/30/21 Monthly Lease Charges						233FPC-1121-MR	453.86					453.86
	592182	**CONSTRUCTION**	**233P5T¹**	**60**	**25**	**19**	**FORD**	**F-35**	**11171**					
38		11/01 - 11/30/21 Monthly Lease Charges						233P5T-1121-MR	590.66					590.66
	592182	**CONSTRUCTION**	**23BVT7¹**	**60**	**21**	**20**	**CHEV**	**SILV**	**2020 Silverado 3806**					
39		11/01 - 11/30/21 Monthly Lease Charges						23BVT7-1121-MR	440.93					440.93
				Cost Code Total:			**CONSTRUCTION**		**1,976.11**					**$ 1,976.11**
	592182	**Code Enforcement**	**233FMS¹**	**60**	**27**	**19**	**CHEV**	**SILV**	**2019 Silverado 6388**					
40		11/01 - 11/30/21 Monthly Lease Charges						233FMS-1121-MR	457.59					457.59
41		10/12/21 RENEWAL-DMV FEE 2GCRCNEC6K1186388/TX						18914200-OT					9.50	9.50
				Unit Total:			**233FMS¹**		**457.59**				**9.50**	**$ 467.09**

INVOICE

Customer: CITY OF PALESTINE

Consolidated Invoice No: FBN4328492
Invoice Date: 11/04/2021

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	592182	**Code Enforcement**	**233FPQ¹**	**60**	**25**	**19**	**CHEV**	**SILV**	**19 Silverado 6897**					
42		11/01 - 11/30/21 Monthly Lease Charges						233FPQ-1121-MR	453.86					453.86
							Cost Code Total:	**Code Enforcement**	**911.45**				**9.50**	**$ 920.95**
	592182	**ENGINEERING**	**233FPK¹**	**60**	**25**	**19**	**CHEV**	**SILV**	**19 Silverado 6527**					
43		11/01 - 11/30/21 Monthly Lease Charges						233FPK-1121-MR	453.86					453.86
	592182	**FLEET**	**23398W¹**	**60**	**30**	**19**	**CHEV**	**MALI**	**2019 Malibu 2969**					
44		11/01 - 11/30/21 Monthly Lease Charges						23398W-1121-MR	299.88					299.88
	592182	**PARKS**	**233P5K¹**	**60**	**25**	**19**	**FORD**	**F-25**	**11283**					
45		11/01 - 11/30/21 Monthly Lease Charges						233P5K-1121-MR	574.97					574.97
	592182	**POOL**	**233D5X¹**	**60**	**30**	**19**	**CHEV**	**MALI**	**2019 Malibu 4206**					
46		11/01 - 11/30/21 Monthly Lease Charges						233D5X-1121-MR	299.88					299.88
	592182	**WATERDIST**	**233FN7¹**	**60**	**27**	**19**	**CHEV**	**SILV**	**2019 Silverado 8216**					
47		11/01 - 11/30/21 Monthly Lease Charges						233FN7-1121-MR	457.59					457.59
	592182	**WATERDIST**	**233FNQ¹**	**60**	**27**	**19**	**CHEV**	**SILV**	**2019 Silverado 8658**					
48		11/01 - 11/30/21 Monthly Lease Charges						233FNQ-1121-MR	457.47					457.47
							Cost Code Total:	**WATERDIST**	**915.06**					**$ 915.06**
	592182	**WWTREAT**	**233FMW¹**	**60**	**27**	**19**	**CHEV**	**SILV**	**2019 Silverado 7182**					
49		11/01 - 11/30/21 Monthly Lease Charges						233FMW-1121-MR	457.59					457.59
	592182	**WWTREAT**	**233FNZ¹**	**60**	**25**	**19**	**CHEV**	**SILV**	**19 Silverado 8580**					
50		11/01 - 11/30/21 Monthly Lease Charges						233FNZ-1121-MR	453.86					453.86

INVOICE

Customer: CITY OF PALESTINE

Consolidated Invoice No: FBN4328492
Invoice Date: 11/04/2021

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	592182	**WWTREAT**	**233FP3¹**	**60**	**25**	**19**	**CHEV**	**SILV**	**19 Silverado 8214**					
51	11/01 - 11/30/21	Monthly Lease Charges						233FP3-1121-MR	453.86					453.86
	592182	**WWTREAT**	**23BXFT¹**	**60**	**21**	**20**	**CHEV**	**SILV**	**2020 Silverado 4172**					
52	11/01 - 11/30/21	Monthly Lease Charges						23BXFT-1121-MR	441.89					441.89
			Cost Code Total:				**WWTREAT**		**1,807.20**					**$ 1,807.20**
			Total for Customer:				**592182**		**7,238.41**				**9.50**	**$ 7,247.91**
	592219		**23BQ49¹**	**60**	**17**	**20**	**CHEV**	**SILV**	**FD Chief**					
53	11/01 - 11/30/21	Monthly Lease Charges						23BQ49-1121-MR	618.91					618.91
	592219	**FIRE**	**2343BH¹**	**60**	**27**	**19**	**CHEV**	**SILV**	**2019 Silverado 2500 4367**					
54	11/01 - 11/30/21	Monthly Lease Charges						2343BH-1121-MR	759.39					759.39
	592219	**FIRE**	**23BQ44¹**	**60**	**17**	**20**	**CHEV**	**SILV**	**FD Asst. Chief**					
55	11/01 - 11/30/21	Monthly Lease Charges						23BQ44-1121-MR	720.39					720.39
			Cost Code Total:				**FIRE**		**1,479.78**					**$ 1,479.78**
			Total for Customer:				**592219**		**2,098.69**					**$ 2,098.69**
	592779	**EMERGENCY MGMT**	**23BVTT¹**	**60**	**19**	**20**	**CHEV**	**SILV**	**2020 Silverado 6314**					
56	11/01 - 11/30/21	Monthly Lease Charges						23BVTT-1121-MR	471.08					471.08
			Total for Customer:				**592779**		**471.08**					**$ 471.08**
			TOTAL INVOICE AMOUNT FOR CUSTOMER:				**585229**		**26,627.96**				**36.50**	**$ 26,664.46**

Enterprise Bill Split Nov 2021

Department	Deprec	Fees	Diff	Other	TOTAL	
FIRE	1708.66	406	-15.97	0	**390.03**	010-5-410-3315
FLEET	221.07	78.81			**78.81**	010-5-999-3315
HEALTH	226.4	71.24		0	**71.24**	010-5-810-3315
PARKS	1917.03	601.61	-14.52	-7.24	**579.85**	010-5-610-3315
PD	11373.07	2816.88	-6.87	36.5	**2846.51**	010-5-350-3315
POOL	221.07	78.81		0	**78.81**	010-5-999-3315
STREETS	1091.1	330.56	-7.66	0	**322.9**	010-5-520-3315
PEDC	246.5	26.48		0	**26.48**	215-5-110-3315
HOT		26.49			**26.49**	150-5-740-3315
TOTAL	**17004.9**					
	310-5-999-6025					

Department	Deprec	Fees	Diff	Other	TOTAL	
ENGINEERING	348.94	104.92		0	**104.92**	610-5-560-3315
WATERDIST	2373.69	617.43	-13.74	0	**603.69**	610-5-571-3315
WWTREAT	1387.72	426.35	-6.87	0	**419.48**	610-5-581-3315
TOTAL	**4110.35**					
	610-5-999-6025					

City of Palestine - 504 North Queen Street - Palestine TX 75801 **199711**

01-05042 ** ABILENE PLUMBING SUPPLY CO ** 11/19/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/10/2021	S1292041.003	20-04302	PARTS ONLY-RFP 2021-013	3,012.13
11/12/2021	S1292041.004	20-04302	PARTS ONLY-RFP 2021-013	70,880.00
11/10/2021	S1292042.001	20-04301	PARTS ONLY-RFP 2021-015	16,217.00
11/05/2021	S1292043.001	20-04300	PARTS ONLY-RFP 2021-016	4,629.63
11/10/2021	S1292043.002	20-04300	PARTS ONLY-RFP 2021-016	12,451.34
11/10/2021	S1300112.001		ABILENE PLUMBING SUPPLY CO	1,375.98
14'	SPLIT RING MEGA LUG			

CHECK TOTAL 108,566.08

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

199711

DATE	AMOUNT
11/19/2021	$**108,566.08

VOID AFTER 90 DAYS

PAY ---- ONE HUNDRED EIGHT THOUSAND FIVE HUNDRED SIXTY SIX & 08/100 DOLLARS ----

TO THE ORDER OF
** ABILENE PLUMBING SUPPLY CO **
DBA APSCO INC
PO BOX 125
ABILENE, TX 79604

BUR RED IMAGE FADES WITH HEAT

199711

01-05042 ** ABILENE PLUMBING SUPPLY CO ** 11/19/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/10/2021	S1292041.003	20-04302	PARTS ONLY-RFP 2021-013	3,012.13
11/12/2021	S1292041.004	20-04302	PARTS ONLY-RFP 2021-013	70,880.00
11/10/2021	S1292042.001	20-04301	PARTS ONLY-RFP 2021-015	16,217.00
11/05/2021	S1292043.001	20-04300	PARTS ONLY-RFP 2021-016	4,629.63
11/10/2021	S1292043.002	20-04300	PARTS ONLY-RFP 2021-016	12,451.34
11/10/2021	S1300112.001		ABILENE PLUMBING SUPPLY CO	1,375.98
14'	SPLIT RING MEGA LUG			

** ABILENE PLUMBING SUPPLY CO **
DBA APSCO INC
PO BOX 125
ABILENE, TX 79604

CHECK TOTAL 108,566.08

City of Palestine - 504 North Queen Street - Palestine TX 75801

APSCO SUPPLY
since 1928
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
Phone 469.595.0243
Fax 325.672.0949

Invoice

INVOICE DATE	INVOICE NUMBER
11/10/2021	S1300112.001

REMIT TO:
APSCO, INC.
PO BOX 125
ABILENE, TX 79604

PAGE NO.
1 of 1

RECEIVED
NOV 12 2021
BY:

BILL TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456			CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
RYAN 404	PICK UP	Net Due 30th	11/10/2021	11/02/2021

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
2ea	2ea	1114SD 14 DI SPLIT MEGALUG WITH HARDWARE ***SPECIAL ORDER ITEM***	669.200/ea	1338.40
2ea	2ea	951409 14 SPLIT GASKET EBAA ***SPECIAL ORDER ITEM***	18.790/ea	37.58

PAYMENT AUTHORIZATION
PO #
Partial ☐ Complete ☒
Acct #: 610.5.571.4450 $ 1375.98
Acct #: $
Acct #: $
Describe: 14" SPLIT RING MEGA LUG
DPT DIR: ☐: 11-15-21
FINC DIR: ☐: 11/19/2021
CITY MNR: ☐:

Invoice is due by 12/31/2021

Past Due invoices may be subject to 2% late charge.

Subtotal	1375.98
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	1375.98

Printed By: WILLT on 11/11/2021 10:05:32 AM CST

APSCO SUPPLY
since 1928
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
Phone 469.595.0243
Fax 325.672.0949

Invoice

INVOICE DATE	INVOICE NUMBER
11/10/2021	S1292041.003

REMIT TO:
APSCO, INC.
PO BOX 125
ABILENE, TX 79604

PAGE NO.: 1 of 1

RECEIVED
NOV 12 2021
BY:

BILL TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	LINK STREET WATER		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
RYAN 404	WILL CALL	Net Due 30th	11/10/2021	09/12/2021

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
3ea	3ea	A6MJ.MJGV AVK 6" MJ X MJ GATE VALVE	556.050/ea	1668.15
36ea	22ea	UFR1500-ZA-6I 6" FORD RESTRAINT KIT WITH SO EASY GASKET FOR WIDE RANGE	48.840/ea	1074.48
5ea	1ea	6TBC421 6 TWO BOLT COUPLING EXTENDED RANGE 6.56-7.60 OD	269.500/ea	269.50

PAYMENT AUTHORIZATION
PO # 20-04302 Partial ☒ Complete ☐
Acct #: 610.5.110.7440. $ 3,012.13
Acct #: 012 $
Acct #: $
Describe: WATER PARTS LINK ST.
DPT DIR: ☐: 11-16-21
FINC DIR: ☐: 11/16/21
CTY MNR: ☐:

Subtotal	3012.13
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	3012.13

Invoice is due by 12/31/2021

Past Due invoices may be subject to 2% late charge.

Printed By: WILLT on 11/12/2021 10:05:31 AM CST

APSCO since 1928 SUPPLY
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
Phone 469.595.0243
Fax 325.672.0949

Invoice

INVOICE DATE	INVOICE NUMBER
11/12/2021	S1292041.004

REMIT TO:
APSCO, INC.
PO BOX 125
ABILENE, TX 79604

PAGE NO.
1 of 1

BILL TO:

NOV 12 2021

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	LINK STREET WATER		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
RYAN 404	WILL CALL	Net Due 30th	11/12/2021	09/12/2021

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
6060ft	4000ft	8C900 8 X 20' PVC C900 DR18 GASKET PIPE	17.720/ft	70880.00

PAYMENT AUTHORIZATION
PO # 20 - 04302 Partial X Complete ☐
Acct #: 610-5-110-7440. $ 70,880.00
Acct #: 012 $
Acct #: $
Describe: LINK ST WATER PIPE
DPT DIR: ☐: 11-16-21
FINC DIR: ☐: 11/17/2021
CTY MNR: ☐:

Invoice is due by 12/31/2021

Past Due invoices may be subject to 2% late charge.

Subtotal	70880.00
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	70880.00

Printed By: WILLT on 11/12/2021 10:05:31 AM CST



City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04302 **Date:** 10/12/2021

Request # : 20-04376 **Vendor # :** 01-05042

ISSUED TO:
ABILENE PLUMBING SUPPLY CO
DBA APSCO INC
PO BOX 125
ABILENE, TX 79604

SHIP TO:
WATER PLANT CITY OF PALESTINE
800 ACR 3722
PALESTINE, TX 75801
PLANT OPERATOR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	PARTS ONLY-RFP 2021-013 PARTS ONLY-LINK STREET WATERLINE REPLACEMENT 2021-013	610-5-110-7440.012	022 RFP	0.00	164,262.22
					TOTAL	164,262.22

Teresa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

City of Palestine – Requisition

Date 9/16/2021	**Requested By**: Jason Shelton	**Exempt From Bidding:**	APSCO Quinlan 6700 State Hwy 34 Quinlan, TX 75474 Phone: 469-595-0243		
Ship To 1620 W. Palestine Palestine, TX 75801		☐ Emergency			
Order to be Replaced By: **Requestor**☒ **Purchasing Agent**☐ project 022		☒ Sole Source ☐ Interlocal Agreement ☐ Other (explain below)			
Account Number 610-5110-7440.012					

Description	**Quantity/Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
Parts Only – Link Street Waterline Replacement RFP 2021-013	1	1	$164,262.22				
Shipping Charges							
		Total	$164,262.22	**Total**		**Total**	

Awardee: APSCO Quilan **Dept. Head Signature:** **City Manager Signature:** Herrera 10/11/21

Welcome to our new Agendas & Minutes page. All future meeting agendas and minutes will be posted here. Over time, all historical agendas and minutes will be moved here. Until then, you can still find historical documents in the same place they are in now - see links in the left sidebar.

Notice of Public Meetings To Consider Possible Tax Abatement Agreement (/media/gn2dctl3/travel-center_tax-abatement-notice-of-potential-agreement-for-posting-120619.pdf)

City Council Work Session & Regular Meeting

Return to the Search Page

K.15.

Meeting Date: 09/27/2021
Submitted By: Lisa Phillips, Public Works Admin

SUMMARY:
Consider and consent awarding RFP 2021-013; Parts Only - Link Street Waterline Replacement to APSCO Quinlan in the amount of $164,262.22. APSCO was the sole bidder on this project.

RECOMMENDED ACTION:
Recommend consent to award RFP 2021-013; Parts Only - Link Street Waterline Replacement to APSCO Quilan.

CITY MANAGER APPROVAL:

GO TO PREVIOUS PAGE GO TO THE TOP OF THE PAGE

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Communication

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RAVE ALERTS (https://www.smart911.com/smart911/registration/registrationLanding.action?cdnExternalPath=)
Sign up to receive emergency notifications from the City with our new system Rave Alerts. (https://www.smart911.com/smart911/registration/registrationLanding.action?cdnExternalPath=)

City of Palestine

504 N. Queen Street
Palestine, TX 75801
Phone: (903) 731-8400

City Hall Office Hours
Mon-Thu: 8AM-5PM
Fri: 9AM - 5PM

Meeting Agendas & Minutes

City Council Agendas & Minutes (/government/city-council/meeting-portal/city-council-agendas-minutes/)

Meeting Agendas & Minutes (/government/city-council/meeting-portal/meeting-agendas-minutes/)

Historical Agendas & Minutes

June 1, 2021 Wolf Creek Lake Waterfall and Dam closed to the Public (/media/yl3nygjp/press-release-areas-of-wolf-creek-lake-closed

› **City Council Agendas & Minutes (/government/city-council/meeting-portal/city-council-agendas-minutes/)**

Boil Water Alert Rescinded: Fort Houston Edition from Varian Street to Harcrow Road due to water outage for waterline repairs ()

› **Airport Advisory Board (/government/city-council/boards-commissions/airport-advisory-board/)**

› **Building & Standards Commission (/government/city-council/boards-commissions/building-standards-commission/)**

› **Civil Service Commission (/government/city-council/boards-commissions/civil-service-commission/)**

› **Economic Development Corporation (/government/city-council/boards-commissions/palestine-economic-development-corporation/)**

› **Financial Oversight Advisory Committee (/government/city-council/boards-commissions/financial-oversight-advisory-committee/)**

› **Historic Landmarks Commission (/government/city-council/boards-commissions/historic-landmarks-commission/)**

› **Library Board (/government/city-council/boards-commissions/palestine-public-library-board/)**

› **Main Street Advisory Board (/government/city-council/boards-commissions/main-street-advisory-board/)**

› **Parks Advisory Board (/government/city-council/boards-commissions/parks-advisory-board/)**

› **Planning & Zoning Commission (/government/city-council/boards-commissions/planning-zoning-commission/)**

› **Real Estate Board (/government/city-council/boards-commissions/real-estate-board/)**

› **Tourism Advisory Board (/government/city-council/boards-commissions/tourism-advisory-board/)**

› **Zoning Board of Adjustments & Appeals (/government/city-council/boards-commissions/zoning-board-of-adjustments-appeals/)**

CITY OF PALESTINE – PUBLIC WORKS
TABULATION
PARTS ONLY – LINK STREET WATERLINE REPLACEMENT
RFP 2021-013

DESCRIPTION	VENDOR	VENDOR	AWARDED
PARTS ONLY LINK STREET WATERLINE REPLACEMENT	APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 PHONE: 469-595-0243 BID PROPOSAL $164,262.22		APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 PHONE: 469-595-0243 BID PROPOSAL $164,262.22

CITY OF PALESTINE – PUBLIC WORKS
TABULATION
PARTS ONLY – SALT WORKS ROAD WATERLINE REPLACEMENT
RFP 2021-013

DESCRIPTION	VENDOR	VENDOR	AWARDED
PARTS ONLY LINK STREET WATERLINE REPLACEMENT	APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 PHONE: 469-595-0243 BID PROPOSAL $164,262.22		APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 PHONE: 469-595-0243 BID PROPOSAL $164,262.22

APSCO SUPPLY
since 1928
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949

Quotation

EXPIRATION DATE	QUOTE NUMBER
09/11/2021	S1292041

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949

QUOTE TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	LINK STREET WATER		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
DANIEL 401	WILL CALL	Net Due 30th	09/12/2021	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
6060ft	8C900 8 X 20' PVC C900 DR18 GASKET PIPE	17.720/ft	107383.20
220ft	6C900 6 X 20' PVC C900 GASKET PIPE DR18	10.330/ft	2272.60
6ea	A27804SILSTORZ 4' AVK HYDRANT SILVER WITH 5" STORZ	2352.560/ea	14115.36
7ea	8.6MJSWT 8 X 6 MJ X SWIVEL TEE	144.430/ea	1011.01
4ea	6MJSWT 6 MJ X SWIVEL TEE	124.020/ea	496.08
11ea	A6MJ.MJGV AVK 6" MJ X MJ GATE VALVE	556.050/ea	6116.55
7ea	A8MJ.MJGV AVK 8" MJ X MJ GATE VALVE 65-200-0X	850.220/ea	5951.54
36ea	UFR1500-ZA-6I 6" FORD RESTRAINT KIT WITH SO EASY GASKET FOR WIDE RANGE	48.840/ea	1758.24
30ea	UFR1500-ZA-8I 8" FORD RESTRAINT KIT WITH SO EASY GASKET FOR WIDE RANGE	62.750/ea	1882.50
1ea	6MJ90 6" MECHANICAL JOINT 90	113.400/ea	113.40
1ea	A8MJ.FLGGV AVK 8" MJ X FLG GATE VALVE 65-200-3X	888.900/ea	888.90
2ea	6.13SWAD 6 X 13 SOLID X SWIVEL ADAPTER	111.720/ea	223.44
7ea	8.13SWAD 8" X 13" SWIVEL X SOLID ADAPTER	151.120/ea	1057.84
10ea	6.1CC317 6" X 1" CC SMITH BLAIR 317 TAPPING SADDLE 317-00076009-000	87.640/ea	876.40
10ea	F1000-4NL 1" CC X CTS PJ NUT CORP STOP	56.550/ea	565.50
4ea	1.100CTSBLK 1" X 100' ROLL CTS POLY DR-9 200 PSI	61.320/ea	245.28
50ea	1SDR9S 1 STAINLESS STIFFENER FOR SDR9 POLY	2.170/ea	108.50
9ea	BA43-342-WGNL 3/4" METER COUPLING X 1" CTS G NUT FORD BALL ANGLE STOP	104.780/ea	943.02

** Continued on Next Page *

Subtotal	
S&H Charges	
Estimated Tax	
Amount Due	

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since 1928
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949

Quotation

EXPIRATION DATE	QUOTE NUMBER
09/11/2021	S1292041

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949

QUOTE TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	LINK STREET WATER		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
DANIEL 401	WILL CALL	Net Due 30th	09/12/2021	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BA43-444WNL 1" METER COUPLING X "G NUT" CTS FULL PORT BALL ANGLE STOP	135.760/ea	135.76
10ea	DFW1300BO DFW 1300 BOX ONLY 13"X 18"X 12"	14.940/ea	149.40
10ea	DFW1200.3.LID SOLID PLASTIC BLUE LID	10.040/ea	100.40
5ea	6TBC421 6 TWO BOLT COUPLING EXTENDED RANGE 6.56-7.60 OD	269.500/ea	1347.50
1ea	8TBC421 8 TWO BOLT COUPLING EXTENDED RANGE 8.54-9.85OD	305.140/ea	305.14
6500ea	14G BLUE TRACER WIRE	0.150/ea	975.00
6ea	1GPPLUBE GALLON PVC PIPE LUBRICANT	18.830/ea	112.98
19ea	I562s 24-36 adj vavle box w/lid	46.720/ea	887.68
300lf	10.250BC 10" X .250 WALL STEEL BORE CASING ***SPECIAL ORDER ITEM***	33.340/ea	10002.00
100FT	12STCP 12 STEEL CASING PIPE ***SPECIAL ORDER ITEM***	26.670/ea	2667.00
500ea	2SCP 2" STEEL CASING PIPE ***SPECIAL ORDER ITEM***	3.140/ea	1570.00

Subtotal	164262.22
S&H Charges	0.00
Estimated Tax	0.00
Amount Due	164262.22

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6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949

Quotation

EXPIRATION DATE	QUOTE NUMBER
09/11/2021	S1292041

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949

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CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
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PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	LINK STREET WATER		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
DANIEL 401	WILL CALL	Net Due 30th	09/12/2021	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
6060ft	8C900 8 X 20' PVC C900 DR18 GASKET PIPE	17.720/ft	107383.20
220ft	6C900 6 X 20' PVC C900 GASKET PIPE DR18	10.330/ft	2272.60
6ea	A27804SILSTORZ 4' AVK HYDRANT SILVER WITH 5" STORZ	2352.560/ea	14115.36
7ea	8.6MJSWT 8 X 6 MJ X SWIVEL TEE	144.430/ea	1011.01
4ea	6MJSWT 6 MJ X SWIVEL TEE	124.020/ea	496.08
11ea	A6MJ.MJGV AVK 6" MJ X MJ GATE VALVE	556.050/ea	6116.55
7ea	A8MJ.MJGV AVK 8" MJ X MJ GATE VALVE 65-200-0X	850.220/ea	5951.54
36ea	UFR1500-ZA-6I 6" FORD RESTRAINT KIT WITH SO EASY GASKET FOR WIDE RANGE	48.840/ea	1758.24
30ea	UFR1500-ZA-8I 8" FORD RESTRAINT KIT WITH SO EASY GASKET FOR WIDE RANGE	62.750/ea	1882.50
1ea	6MJ90 6" MECHANICAL JOINT 90	113.400/ea	113.40
1ea	A8MJ.FLGGV AVK 8" MJ X FLG GATE VALVE 65-200-3X	888.900/ea	888.90
2ea	6.13SWAD 6 X 13 SOLID X SWIVEL ADAPTER	111.720/ea	223.44
7ea	8.13SWAD 8" X 13" SWIVEL X SOLID ADAPTER	151.120/ea	1057.84
10ea	6.1CC317 6" X 1" CC SMITH BLAIR 317 TAPPING SADDLE 317-00076009-000	87.640/ea	876.40
10ea	F1000-4NL 1" CC X CTS PJ NUT CORP STOP	56.550/ea	565.50
4ea	1.100CTSBLK 1" X 100' ROLL CTS POLY DR-9 200 PSI	61.320/ea	245.28
50ea	1SDR9S 1 STAINLESS STIFFENER FOR SDR9 POLY	2.170/ea	108.50
9ea	BA43-342-WGNL 3/4" METER COUPLING X 1" CTS G NUT FORD BALL ANGLE STOP	104.780/ea	943.02

** Continued on Next Page *

Subtotal	
S&H Charges	
Estimated Tax	
Amount Due	

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Quotation

EXPIRATION DATE	QUOTE NUMBER
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PALESTINE, TX 75801

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1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	LINK STREET WATER		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
DANIEL 401	WILL CALL	Net Due 30th	09/12/2021	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BA43-444WNL 1" METER COUPLING X "G NUT" CTS FULL PORT BALL ANGLE STOP	135.760/ea	135.76
10ea	DFW1300BO DFW 1300 BOX ONLY 13"X 18"X 12"	14.940/ea	149.40
10ea	DFW1200.3.LID SOLID PLASTIC BLUE LID	10.040/ea	100.40
5ea	6TBC421 6 TWO BOLT COUPLING EXTENDED RANGE 6.56-7.60 OD	269.500/ea	1347.50
1ea	8TBC421 8 TWO BOLT COUPLING EXTENDED RANGE 8.54-9.85OD	305.140/ea	305.14
6500ea	14G BLUE TRACER WIRE	0.150/ea	975.00
6ea	1GPPLUBE GALLON PVC PIPE LUBRICANT	18.830/ea	112.98
19ea	I562s 24-36 adj vavle box w/lid	46.720/ea	887.68
300lf	10.250BC 10" X .250 WALL STEEL BORE CASING ***SPECIAL ORDER ITEM***	33.340/ea	10002.00
100FT	12STCP 12 STEEL CASING PIPE ***SPECIAL ORDER ITEM***	26.670/ea	2667.00
500ea	2SCP 2" STEEL CASING PIPE ***SPECIAL ORDER ITEM***	3.140/ea	1570.00

Subtotal	164262.22
S&H Charges	0.00
Estimated Tax	0.00
Amount Due	164262.22

APSCO since 1928 SUPPLY
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
Phone 469.595.0243
Fax 325.672.0949

Invoice

INVOICE DATE	INVOICE NUMBER
11/10/2021	S1292043.002

REMIT TO:
APSCO, INC.
PO BOX 125
ABILENE, TX 79604

PAGE NO.: 1 of 1

NOV 12 2021

BILL TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	RAILROAD AND BAZE		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
RYAN 404	WILL CALL	Net Due 30th	11/10/2021	09/12/2021

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
5ea	5ea	6MJSWT 6 MJ X SWIVEL TEE	124.020/ea	620.10
9ea	9ea	A6MJ.MJGV AVK 6" MJ X MJ GATE VALVE	556.050/ea	5004.45
1ea	1ea	6.4MJRED 6 X 4 MJ REDUCER	44.750/ea	44.75
6ea	6ea	UFR1500-ZA-4I 4" FORD RESTRAINT KIT WITH SO EASY GASKET FOR WIDE RANGE	41.470/ea	248.82
2ea	2ea	4MJ90 4" MECHANICAL JOINT 90	62.840/ea	125.68
1ea	1ea	FW200-A-18-PVC HG2-A-IN-2-PVC-018-LPLG HYDROGUARD UNIT flush to pipe, air gap, Node controller, 2? pvc pipe, 18? bury, light green, sample port, de-chlor housing ***SPECIAL ORDER ITEM***	4870.390/ea	4870.39
2ea	2ea	2FK 2" FLANGE KIT 150# 1/8" FULL FACE RED RUBBER GASKET	9.290/ea	18.58
1ea	1ea	2.100CTSBLK 2" X 100' ROLL DR 9 CTS POLY 200PSI	228.930/ea	228.93
1ea	1ea	6.2MJIPPLUG 6 MJ PLUG WITH 2 IP TAP	52.340/ea	52.34
1ea	1ea	6MJLS 6" MJ LONG SLEEVE	93.300/ea	93.30
1ea	1ea	4MJLS 4 MJ LONG SLEEVE	55.700/ea	55.70
11000ea	6000ea	14G BLUE TRACER WIRE	0.150/ea	900.00
10ea	10ea	1GPPLUBE GALLON PVC PIPE LUBRICANT	18.830/ea	188.30

Invoice is due by 12/31/2021

Past Due invoices may be subject to 2% late charge.

Subtotal	12451.34
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	12451.34

Printed By: WILLT on 11/12/2021 10:05:31 AM CST

PAYMENT AUTHORIZATION

PO # 20-04300 Partial [X] Complete [ ]

Acct #: 610·5·110·7440. $ 12,451.34

Acct #: 012 $

Acct #: $

Describe: RR PARTS WATER LINE

DPT DIR: [ ]: 11-16-21

FINC DIR: [ ]:

CTY MNR: [ ]:

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serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
Phone 469.595.0243
Fax 325.672.0949

Invoice

INVOICE DATE	INVOICE NUMBER
11/05/2021	S1292043.001

REMIT TO:
APSCO, INC.
PO BOX 125
ABILENE, TX 79604

PAGE NO.: 1 of 1

NOV 0 8 2021

BILL TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	RAILROAD AND BAZE		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
RYAN 404	WILL CALL	Net Due 30th	11/05/2021	09/12/2021

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	1ea	METER VAULT ***4' WIDE 5' LONG 4' DEEP WITH ALUMINUM HATCH SPECIAL ORDER ITEM***	4629.630/ea	4629.63

PAYMENT AUTHORIZATION
PO # 20- 04300 Partial [X] Complete [ ]
Acct #: 610-5-110-7440. $ 4,629.63
Acct #: 012 $
Acct #: $
Describe: RAIL ROAD WATER LINE
DPT DIR: [ ]: 11-16-21
FINC DIR: [ ]:
CTY MNR: [ ]:

Invoice is due by 12/31/2021

Past Due invoices may be subject to 2% late charge.

Subtotal	4629.63
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	4629.63

Printed By: WILLT on 11/8/2021 10:05:33 AM CST

City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04300 **Date:** 10/12/2021

Request # : 20-04374 **Vendor # :** 01-05042

ISSUED TO:
ABILENE PLUMBING SUPPLY CO
DBA APSCO INC
PO BOX 125
ABILENE, TX 79604

SHIP TO:
WATER PLANT CITY OF PALESTINE
800 ACR 3722
PALESTINE, TX 75801
PLANT OPERATOR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	PARTS ONLY-RFP 2021- PARTS ONLY-PALESTINE RAILROAD PARK WATERLINE REPLACEMENT RFP 2021-016	610-5-110-7440.012	034	0.00	135,268.66
					TOTAL	135,268.66

Rosa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

City of Palestine – Requisition

Date 9/16/2021	**Requested By:** Jason Shelton	**Exempt From Bidding:** ☐ Emergency ☐ Sole Source ☐ Interlocal Agreement ☒ Other (explain below) RFP 2021-016	APSCO Quinlan 6700 State Hwy 34 Quinlan, TX 75474 Phone: 469-595-0243	Core & Main, LP 3090 NNE Loop 323 Tyler, TX 75708 Phone: 903-592-8221	
Ship To 1620 W. Palestine Palestine, TX 75801					
Order to be Replaced By: **Requestor**☒ **Purchasing Agent**☐ project 034					
Account Number 610-5110-7440.012					

Description	Quantity/Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Parts Only - Palestine Railroad Park Waterline Replacement RFP 2021-016	1	1	$135,268.66	1	$165,125.80		
Shipping Charges							
		Total	$135,268.66	**Total**	$165,125.80	**Total**	

Awardee: APSCO Quinlan **Dept. Head Signature:** _____ **City Manager Signature:** H Herrera 10/11/21

Welcome to our new Agendas & Minutes page. All future meeting agendas and minutes will be posted here. Over time, all historical agendas and minutes will be moved here. Until then, you can still find historical documents in the same place they are in now - see links in the left sidebar.

Notice of Public Meetings To Consider Possible Tax Abatement Agreement (/media/gn2dctl3/travel-center_tax-abatement-notice-of-potential-agreement-for-posting-120619.pdf)

City Council Work Session & Regular Meeting

Return to the Search Page

K.17.

Meeting Date: 09/27/2021
Submitted By: Lisa Phillips, Public Works Admin

SUMMARY:
Consider and consent awarding RFP 2021-016; Parts Only - Palestine Railroad Park Waterline Replacement to APSCO Quinlan in the amount of $135,268.66. APSCO Quinlan placed the lower bid.

RECOMMENDED ACTION:
Recommend consent to award RFP 2021-016; Parts Only - Palestine Railroad Park Waterline Replacement to APSCO Quinlan.

CITY MANAGER APPROVAL:

GO TO PREVIOUS PAGE | GO TO THE TOP OF THE PAGE

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Communication

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RAVE ALERTS (https://www.smart911.com/smart911/registration/registrationLanding.action?cdnExternalPath=)
Sign up to receive emergency notifications from the City with our new system Rave Alerts. (https://www.smart911.com/smart911/registration/registrationLanding.action?cdnExternalPath=)

City of Palestine

504 N. Queen Street
Palestine, TX 75801
Phone: (903) 731-8400

City Hall Office Hours
Mon-Thu: 8AM-5PM
Fri: 9AM - 5PM

Meeting Agendas & Minutes

City Council Agendas & Minutes (/government/city-council/meeting-portal/city-council-agendas-minutes/)

Meeting Agendas & Minutes (/government/city-council/meeting-portal/meeting-agendas-minutes/)

Historical Agendas & Minutes

June 1, 2021 Wolf Creek Lake Waterfall and Dam closed to the Public (/media/yl3nygjp/press-release-areas-of-wolf-creek-lake-closed

> **City Council Agendas & Minutes (/government/city-council/meeting-portal/city-council-agendas-minutes/)**

Boil Water Alert Rescinded: Fort Houston Edition from Varian Street to Harcrow Road due to water outage for waterline repairs () ×

> **Airport Advisory Board (/government/city-council/boards-commissions/airport-advisory-board/)**

> **Building & Standards Commission (/government/city-council/boards-commissions/building-standards-commission/)**

> **Civil Service Commission (/government/city-council/boards-commissions/civil-service-commission/)**

> **Economic Development Corporation (/government/city-council/boards-commissions/palestine-economic-development-corporation/)**

> **Financial Oversight Advisory Committee (/government/city-council/boards-commissions/financial-oversight-advisory-committee/)**

> **Historic Landmarks Commission (/government/city-council/boards-commissions/historic-landmarks-commission/)**

> **Library Board (/government/city-council/boards-commissions/palestine-public-library-board/)**

> **Main Street Advisory Board (/government/city-council/boards-commissions/main-street-advisory-board/)**

> **Parks Advisory Board (/government/city-council/boards-commissions/parks-advisory-board/)**

> **Planning & Zoning Commission (/government/city-council/boards-commissions/planning-zoning-commission/)**

> **Real Estate Board (/government/city-council/boards-commissions/real-estate-board/)**

> **Tourism Advisory Board (/government/city-council/boards-commissions/tourism-advisory-board/)**

> **Zoning Board of Adjustments & Appeals (/government/city-council/boards-commissions/zoning-board-of-adjustments-appeals/)**

CITY OF PALESTINE – PUBLIC WORKS
TABULATION
PARTS ONLY - PALESTINE RAILROAD PARK WATERLINE REPLACEMENT
RFP 2021-016

DESCRIPTION	VENDOR	VENDOR	AWARDED
PARTS ONLY PALESTINE RAILROAD PARK WATERLINE REPLACEMENT	APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 PHONE: 469-595-0243 BID PROPOSAL $135,268.66	CORE & MAIN, LP 3090 NNE LOOP 323 TYLER, TX 75708 PHONE: 903-492-8221 BID PROPOSAL $165,125.80	APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 PHONE: 469-595-0243 BID PROPOSAL $135,268.66

APSCO SUPPLY
since 1928
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949

Quotation

EXPIRATION DATE	QUOTE NUMBER
09/11/2021	S1292043

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949

QUOTE TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	RAILROAD AND BAZE		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
DANIEL 401	WILL CALL	Net Due 30th	09/12/2021	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
10000ft	6C900 6 X 20' PVC C900 GASKET PIPE DR18	10.330/ft	103300.00
3ea	A27804SILSTORZ 4' AVK HYDRANT SILVER WITH 5" STORZ	2352.560/ea	7057.68
5ea	6MJSWT 6 MJ X SWIVEL TEE	124.020/ea	620.10
9ea	A6MJ.MJGV AVK 6" MJ X MJ GATE VALVE	556.050/ea	5004.45
35ea	UFR1500-ZA-6I 6" FORD RESTRAINT KIT WITH SO EASY GASKET FOR WIDE RANGE	48.840/ea	1709.40
5ea	6.13SWAD 6 X 13 SOLID X SWIVEL ADAPTER	111.720/ea	558.60
1ea	6.4MJRED 6 X 4 MJ REDUCER	44.750/ea	44.75
20ft	4C900 4 X 20' PVC C900 DR18 GASKET PIPE	6.350/ft	127.00
6ea	UFR1500-ZA-4I 4" FORD RESTRAINT KIT WITH SO EASY GASKET FOR WIDE RANGE	41.470/ea	248.82
2ea	4MJ90 4" MECHANICAL JOINT 90	62.840/ea	125.68
2ea	UFA200-C-4 4" ADAPTER FLANGE FOR DUCTILE PIPE 4.80OD	50.540/ea	101.08
4ea	C84-77GNL 2" MIP X CTS G NUT FORD COUPLING	100.550/ea	402.20
1ea	HG2-A-IN-2-PVC-018-LPLG HYDROGUARD UNIT flush to pipe, air gap, Node controller, 2? pvc pipe, 18? bury, light green, sample port, de-chlor housing ***SPECIAL ORDER ITEM***	4870.390/ea	4870.39
2ea	2FK 2" FLANGE KIT 150# 1/8" FULL FACE RED RUBBER GASKET	9.290/ea	18.58
1ea	METER VAULT ***4' WIDE 5' LONG 4' DEEP WITH ALUMINUM HATCH SPECIAL ORDER ITEM***	4629.630/ea	4629.63

** Continued on Next Page *

Subtotal	
S&H Charges	
Estimated Tax	
Amount Due	

APSCO SUPPLY
since 1928
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949

Quotation

EXPIRATION DATE	QUOTE NUMBER
09/11/2021	S1292043

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949

QUOTE TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	RAILROAD AND BAZE		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
DANIEL 401	WILL CALL	Net Due 30th	09/12/2021	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	DFW1600BO DFW 1600 BOX ONLY 16"X22"X 12"	28.170/ea	28.17
1ea	DFW1500.1C.LID BLACK PLASTIC LID WITH CI READER	19.080/ea	19.08
1ea	2.100CTSBLK 2" X 100' ROLL DR 9 CTS POLY 200PSI	228.930/ea	228.93
1ea	6.2MJIPPLUG 6 MJ PLUG WITH 2 IP TAP	52.340/ea	52.34
1ea	6MJLS 6" MJ LONG SLEEVE	93.300/ea	93.30
1ea	4MJLS 4 MJ LONG SLEEVE	55.700/ea	55.70
11000ea	14G BLUE TRACER WIRE	0.150/ea	1650.00
10ea	1GPPLUBE GALLON PVC PIPE LUBRICANT	18.830/ea	188.30
9ea	I562s 24-36 adj vavle box w/lid	46.720/ea	420.48
100lf	10.250BC 10" X .250 WALL STEEL BORE CASING ***SPECIAL ORDER ITEM***	33.340/ea	3334.00
20ea	6.10CS 6 X 10 CASING SPACER ***SPECIAL ORDER ITEM***	19.000/ea	380.00

Subtotal	135268.66
S&H Charges	0.00
Estimated Tax	0.00
Amount Due	135268.66

Qualifications to Bid of Core & Main LP
Submitted to the City of Palestine
Request for Proposals (RFP)
Parts Only – Palestine Railroad Park Waterline Replacement RFP 2021-016

Notwithstanding anything contained in any bid or contract documents to the contrary, Core & Main LP ("Core & Main") hereby qualifies its bid as follows. The bid of Core & Main and acceptance by Core & Main of any subsequent agreement is made expressly conditioned upon assent by the City of Palestine ("City") to the following additional or different terms, which shall supersede and control over the terms of any request for bid or request for proposal, any contract documents and specifications, and any prior addenda thereto:

1. Page 1 Market Conditions. Delete this section in its entirety and replace with: "All prices set out in Core & Main's proposal are only an indication of pricing as of the date of the proposal and current for 30 days only. Given current market conditions, Core & Main takes exception to any provision of the bid locking prices for up to six months. Any period of price certainty would have to be separately negotiated, and depending on schedule, some mechanism to pass through price increases would likely be necessary. Pricing, material availability and timeliness of shipments cannot be guaranteed. This term supersedes all other contractual provisions."

2. Page 3 VII. EVALUATION PROCESS. Delete the first sentence of this paragraph in its entirety, that begins "Bid proposals submitted…"

3. Core & Main will use commercially reasonable efforts to deliver materials ordered within the time specified in the bid documents or the Agreement. Current estimated delivery time for Valves and Hydrants are two to three months. For Pipe estimated delivery time is three to four months. Core & Main reserves the right to extend those delivery times based on manufacturer lead times as impacted events beyond the control of Core & Main including but not limited to the current pandemic, global shipping delays and resin shortage. Core & Main will not be liable for liquidated damages or other delay damages arising from delays in delivery, manufacturer lead times or other circumstances beyond the control of Core & Main.

Dated this 10th day of September, 2021.

CORE & MAIN LP



Core & Main LP

Statement of Qualifications

Core & Main LP (Corporate)

1830 Craig Park Ct,

St. Louis, Mo 63146

Core & Main LP (Local/ Material Supplier)

3090 NNE Loop 323

Tyler, TX 75708

Contacts:

Cory Castagnola 903.592.8221 / 903.312.0078

Jim Cross 903.592.8221 / 903.530.4314

Core & Main LP has been providing parts and materials to the city of Palestine for at least the past thirteen years and delivers on a weekly basis.

Core & Main LP provides parts and materials on a weekly basis to many other cities and municipalities such as: City of Tyler, West Cedar Creek MUD, City of Lindale, Lindale Rural WSC. Core & Main LP has also provided parts and materials for waterline replacement projects such as: Talty SUD 18" Waterline Replacement FM 2932 ($2.46M), Mobley Addition Tyler, TX ($72K), Mission Creek Subdivision Phase IIII Longview, TX ($81)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Union Fire Insurance Company of P	19445
INSURER B: Willis Submission Carrier	GENRC
INSURER C: ACE Property & Casualty Insurance Company	20699
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Core & Main LP
1830 Craig Park Court
Saint Louis, MO 63146

COVERAGES **CERTIFICATE NUMBER:** W21942384 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR: $500,000* GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			GL 1728964	08/01/2021	08/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 15,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			SEE ATTACHED	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XEU G72535613 001	08/01/2021	08/01/2022	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SEE ATTACHED	08/01/2021	08/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
B	Additional Lines of Coverage			SEE ATTACHED	08/01/2021	08/01/2022			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* General Liability: The $1,000,000 per Occurrence and $2,000,000 Aggregate limits displayed is a combination of $500,000 Self-Insured Retention and $500,000 Per Occurrence /$1,500,000 Aggregate limits of liability provided by the carrier noted above.

CERTIFICATE HOLDER

City of Palestine
PURCHASING DEPT.
1620 W Palestine Ave
Palestine, TX 75801-3326

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SR ID: 21549430 BATCH: 2226143

ADDITIONAL COVERAGE SCHEDULE

AUTOMOBILE LIABILITY
Policy Effective & Expiration Dates: See Page 1
Limits: See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
CA 4594395	All Other States	National Union Fire Insurance Company of Pittsburgh
CA 4594397	MA	National Union Fire Insurance Company of Pittsburgh
CA 4594396	VA	National Union Fire Insurance Company of Pittsburgh

WORKERS COMPENSATION & EMPLOYERS LIABILITY
Policy Effective & Expiration Dates: See Page 1 Limits:
See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
WC 016393321	All Other States	AIU Insurance Company
WC 016393322	CA	AIU Insurance Company
WC 016393323	WI	AIU Insurance Company
WC 016393324	NY	AIU Insurance Company

EXCESS LIABILITY
Policy Effective & Expiration Dates: 08/01/2021-08/01/2022

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INSURER(S) AFFORDING COVERAGE
MKLM6MM50000028	Excess General Liability	$5,000,000 xs $1,000,000 Primary	Markel Insurance Company
NY21RXSZ02HYLIV	Excess Automobile Liability	$3,000,000 xs $2,000,000 Primary	Navigators Insurance Company

*Umbrella Liability shown on Page 1 applies after above shown limits are exhausted for their respective lines of coverage

Bid Proposal for Railroad Park Waterline Replacement RFP 2021-016

CUSTOMER

All Bidders

Job

Railroad Park Waterline Replacement RFP 2021-016
Palestine, TX
Bid Date: 09/13/2021 03:00 pm
Bid #: 1978896

CONTACT

Sales Representative

Caymen Ross
(T) 903-592-8221
(F) 903-593-7783
Caymen.Ross@coreandmain.com

Core & Main

3090 NNE Loop 323
Tyler, TX 75708
(T) 903-592-8221

NOTES

This quote represents our interpretation of material we may furnish for this job and is not guaranteed as to accuracy of sizes, quantities or other descriptions. Core & Main is not liable for delivery delays, cancellations or price increases resulting from any cause beyond our control. These include but are not limited to: Manufacturers' shortages, availability or timeliness of transportation, material, fuels or supplies.

CORE&MAIN

Bid Proposal for Railroad Park Waterline Replacement RFP 2021-016

All Bidders
Job Location: Palestine, TX
Bid Date: 09/13/2021 03:00 pm
Core & Main 1978896

Core & Main
3090 NNE Loop 323
Tyler, TX 75708
Phone: 903-592-8221
Fax: 903-593-7783

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
20		**10,000LF 6" C900 WATERLINE**			
30	10000	6 PVC C900 DR18 PIPE (G) 20' PC235	FT	12.80	128,000.00
				SUBTOTAL	**128,000.00**
50		**3EA FIRE HYDRANT**			
60	3	2780-06 AVK HYD 4'0"B SILVER OL 5-1/4VO 3W 6"MJ 1-1/2 OP NUT 27MH-02906-0010A-4 W/ INTEGRAL STORZ	EA	2,540.16	7,620.48
80	1	FREIGHT-1	EA	250.00	250.00
				SUBTOTAL	**7,870.48**
100		**5EA MJ SWIVEL TEE**			
110	5	6 MJ ANCH TEE C153 IMP	EA	185.64	928.20
				SUBTOTAL	**928.20**
130		**9EA 6" MJ GATE VALVE**			
140	13	6 AVK #65 DI MJ GV O/L L/ACC 65-150-0709634034 OPEN LEFT	EA	824.17	10,714.21
				SUBTOTAL	**10,714.21**
160		**35EA 6" PIPE RESTRAINT**			
170	35	6 PVC 4006P STARGRIP RESTRAINT W/ACC C900-PVCPK4006	EA	57.29	2,005.15
				SUBTOTAL	**2,005.15**
190		**5EA 6" MJ ANCHOR COUPLING**			
200	5	6X13 MJ ANCH CPLG C153 IMP	EA	183.04	915.20
				SUBTOTAL	**915.20**
220		**1EA 6"X4" MJ REDUCER**			
230	1	6X4 MJ RED C153 IMP	EA	65.52	65.52
				SUBTOTAL	**65.52**
250		**20LF 4" C900 WATERLINE**			
260	20	4 PVC C900 DR18 PIPE (G) 20' PC235	FT	6.26	125.20
				SUBTOTAL	**125.20**
280		**6EA 4" PIPE RESTRAINT**			
290	6	4 PVC 4004P STARGRIP RESTRAINT W/ACC C900-PVCPK4004	EA	45.76	274.56

CORE&MAIN

Bid Proposal for Railroad Park Waterline Replacement RFP 2021-016

Bid #: 1978896

Seq#	Qty	Description	Units	Price	Ext Price
				SUBTOTAL	**274.56**
310		**2EA 4" MJ 90 BEND**			
320	2	4 MJ 90 C153 IMP	EA	68.64	137.28
				SUBTOTAL	**137.28**
340		**2EA 4" EASY FLANGE**			
350	2	4 E-Z FLANGE ADAPTER 1004 WITH MJ GASKET	EA	46.50	93.00
				SUBTOTAL	**93.00**
370		**4EA 2" MIPXCTS ADPTER**			
380	4	C84-77-NL 2 CPLG MIPXPJCTS NO LEAD	EA	109.35	437.40
				SUBTOTAL	**437.40**
400		**1EA 2" AUTO FLUSH STATION**			
410	1	9400 KUPFERLE FLUSHING DEVICE FREEZE PROOF 3' BURY	EA	3,239.07	3,239.07
420	1	FREIGHT	EA	150.00	150.00
				SUBTOTAL	**3,389.07**
440		**2EA 2" FLANGE KIT**			
450	2	3" 150# FLG BOLT&NUT KIT	EA	6.67	13.34
460	2	2X1/8 FLG FF RR GASKET	EA	0.82	1.64
				SUBTOTAL	**14.98**
480		**1EA CONCRETE VAULT**			
490	1	4'X5'X4.00VF PRECAST CONC. VAULT W/ 36X48 ALM HATCH	EA	3,605.50	3,605.50
				SUBTOTAL	**3,605.50**
520		**1EA JUMBO METER BOX**			
530	1	D1500 MTR BOX W/SOLID BLUE LID DFW1500.12.3	EA	53.00	53.00
				SUBTOTAL	**53.00**
550		**50LF 2" SERVICE TUBING**			
560	100	2X100'BLUE ENDOTRACE TUBING CTS	FT	3.73	373.00
				SUBTOTAL	**373.00**
580		**1EA 6" PLUG W/ 2" TAP**			
590	1	6X2 MJ TAPT PLUG C153 IMP	EA	86.84	86.84
				SUBTOTAL	**86.84**
610		**1EA 6" MJ SLEEVE**			
620	1	6 MJ L/P SLV C153 IMP	EA	101.92	101.92
				SUBTOTAL	**101.92**
640		**1EA 4" MJ SLEEVE**			
650	1	4 MJ L/P SLV C153 IMP	EA	60.84	60.84
				SUBTOTAL	**60.84**
670		**11,000LF TRACER WIRE**			
680	11000	14GA INS. COP WIRE BLUE 500'	FT	0.14	1,540.00

CORE&MAIN

Bid Proposal for Railroad Park Waterline Replacement RFP 2021-016

Bid #: 1978896

Seq#	Qty	Description	Units	Price	Ext Price
690	21	KING ONE-STEP WIRE CONNECTER	EA	1.70	35.70
				SUBTOTAL	**1,575.70**
710		**10 GALLON PIPE LUBE**			
720	10	LUBE 1 GAL F/WTR/SWR PIPE	EA	12.50	125.00
				SUBTOTAL	**125.00**
740		**9EA VALVE BOX**			
750	9	562-S VLV BOX W/LID IMPORT 5-1/4" SCREW TYPE 27-37	EA	102.15	919.35
				SUBTOTAL	**919.35**
770		**100LF 10" CASING**			
780	100	10 .250 WALL STL CASING	FT	29.48	2,948.00
				SUBTOTAL	**2,948.00**
800		**20EA CASING SPACER**			
810	20	10X6 CI CASING SPACER 6.90" 10.25" CLEAR BELL ONLY	EA	15.32	306.40
				SUBTOTAL	**306.40**
				Sub Total	**165,125.80**
				Tax	0.00
				Total	**165,125.80**

Branch Terms:
This quotation is for bid purposes only and does not guarantee a complete bill of materials for this project. Core & Main is under no obligation to sell materials under this quotation. Special order items are non-returnable or may be subject to a restocking charge – to be determined by Core & Main.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT:
https://coreandmain.com/TandC/

The qualification of Core & Main LP is attached and incorporated by reference as though fully set forth herein. cc 9/10/2021

APSCO since 1928 SUPPLY
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
Phone 469.595.0243
Fax 325.672.0949

NOV 12 2021

Invoice

INVOICE DATE	INVOICE NUMBER
11/10/2021	S1292042.001

REMIT TO:
APSCO, INC.
PO BOX 125
ABILENE, TX 79604

PAGE NO.: 1 of 1

BILL TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	SALTWORKS RD WATER		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
RYAN 404	WILL CALL	Net Due 30th	11/10/2021	09/12/2021

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
5ea	5ea	6MJSWT 6 MJ X SWIVEL TEE	124.020/ea	620.10
13ea	13ea	A6MJ.MJGV AVK 6" MJ X MJ GATE VALVE	753.760/ea	9798.88
30ea	30ea	F1000-4NL 1" CC X CTS PJ NUT CORP STOP	62.830/ea	1884.90
30ea	30ea	BA43-342-WGNL 3/4" METER COUPLING X 1" CTS G NUT FORD BALL ANGLE STOP	122.250/ea	3667.50
1ea	1ea	6MJCROSS 6 MJ CROSS	150.500/ea	150.50
4ea	4ea	1GPPLUBE GALLON PVC PIPE LUBRICANT	23.780/ea	95.12

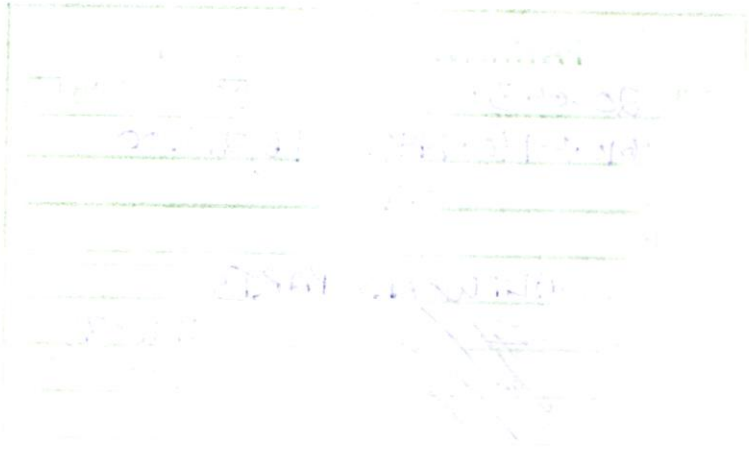
PAYMENT AUTHORIZATION
PO # 20-04301 Partial [X] Complete [ ]
Acct #: 610-5-110-7440. $ 16,217.00
Acct #: 012 $
Acct #: $
Describe: SALTWORKS PARTS
PW DIR: [ ]: 11-16-21
UTIL DIR: [ ]: 11/17/21
CITY MNR: [ ]:

Invoice is due by 12/31/2021

Past Due invoices may be subject to 2% late charge.

Subtotal	16217.00
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	16217.00

Printed By: WILLT on 11/12/2021 10:05:31 AM CST



City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04301 **Date:** 10/12/2021

Request # : 20-04375 **Vendor # :** 01-05042

ISSUED TO:
ABILENE PLUMBING SUPPLY CO
DBA APSCO INC
PO BOX 125
ABILENE, TX 79604

SHIP TO:
WATER PLANT CITY OF PALESTINE
800 ACR 3722
PALESTINE, TX 75801
PLANT OPERATOR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	PARTS ONLY-RFP 2021-015 PARTS ONLY-SALT WORKS ROAD WATERLINE REPLACEMENT. RFP 2021-015	610-5-110-7440.012	033	0.00	85,929.87
					TOTAL	85,929.87

Rosa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

City of Palestine – Requisition

Date 9/16/2021	**Requested By:** Jason Shelton	**Exempt From Bidding:**	APSCO Quinlan 6700 State Hwy 34 Quinlan, TX 75474 Phone: 469-595-0243	Core & Main, LP 3090 NNE Loop 323 Tyler, TX 75708 Phone: 903-592-8221	
Ship To 1620 W. Palestine Palestine, TX 75801		☐ Emergency			
Order to be Replaced By: **Requestor**☒ **Purchasing Agent**☐ project 033		☐ Sole Source ☐ Interlocal Agreement ☒ Other (explain below)			
Account Number 610-5110-7440.012		RFP 2021-014			

Description	**Quantity/Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
Parts Only – Salt Works Road Waterline Replacement RFP 2021-015	1	1	$85,929.87	1	$107,692.63		
Shipping Charges							
		Total	$85,929.87	**Total**	$107,692.63	**Total**	

Awardee: APSCO Quinlan **Dept. Head Signature:** **City Manager Signature:** Erica Herrera

Welcome to our new Agendas & Minutes page. All future meeting agendas and minutes will be posted here. Over time, all historical agendas and minutes will be moved here. Until then, you can still find historical documents in the same place they are in now - see links in the left sidebar.

Notice of Public Meetings To Consider Possible Tax Abatement Agreement (/media/gn2dctl3/travel-center_tax-abatement-notice-of-potential-agreement-for-posting-120619.pdf)

City Council Work Session & Regular Meeting

Return to the Search Page

K.19.

Meeting Date: 09/27/2021
Submitted By: Lisa Phillips, Public Works Admin

SUMMARY:
Consider and consent awarding RFP 2021-015; Parts Only - Salt Works Road Waterline Replacement to ASPCO Quinlan in the amount of $85,929.87. APSCO Quinlan placed the lower bid.

RECOMMENDED ACTION:
Recommend consent to award RFP 2021-015; Parts Only - Salt Works Road Waterline Replacement to ASPCO Quinlan.

CITY MANAGER APPROVAL:

GO TO PREVIOUS PAGE | GO TO THE TOP OF THE PAGE

W3C WAI-AA WCAG 2.0
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Meeting Agendas & Minutes

City Council Agendas & Minutes (/government/city-council/meeting-portal/city-council-agendas-minutes/)

Meeting Agendas & Minutes (/government/city-council/meeting-portal/meeting-agendas-minutes/)

Historical Agendas & Minutes

- **City Council Agendas & Minutes (/government/city-council/meeting-portal/city-council-agendas-minutes/)**
- **Airport Advisory Board (/government/city-council/boards-commissions/airport-advisory-board/)**
- **Building & Standards Commission (/government/city-council/boards-commissions/building-standards-commission/)**
- **Civil Service Commission (/government/city-council/boards-commissions/civil-service-commission/)**
- **Economic Development Corporation (/government/city-council/boards-commissions/palestine-economic-development-corporation/)**
- **Financial Oversight Advisory Committee (/government/city-council/boards-commissions/financial-oversight-advisory-committee/)**
- **Historic Landmarks Commission (/government/city-council/boards-commissions/historic-landmarks-commission/)**
- **Library Board (/government/city-council/boards-commissions/palestine-public-library-board/)**
- **Main Street Advisory Board (/government/city-council/boards-commissions/main-street-advisory-board/)**
- **Parks Advisory Board (/government/city-council/boards-commissions/parks-advisory-board/)**
- **Planning & Zoning Commission (/government/city-council/boards-commissions/planning-zoning-commission/)**
- **Real Estate Board (/government/city-council/boards-commissions/real-estate-board/)**
- **Tourism Advisory Board (/government/city-council/boards-commissions/tourism-advisory-board/)**
- **Zoning Board of Adjustments & Appeals (/government/city-council/boards-commissions/zoning-board-of-adjustments-appeals/)**

June 1, 2021 Wolf Creek Lake Waterfall and Dam closed to the Public (/media/yl3nygjp/press-release-areas-of-wolf-creek-lake-closed

Boil Water Alert Rescinded: Fort Houston Edition from Variah Street to Harcrow Road due to water outage for waterline repairs ()

CITY OF PALESTINE – PUBLIC WORKS
TABULATION
PARTS ONLY – SALT WORKS ROAD WATERLINE REPLACEMENT
RFP 2021-014

DESCRIPTION	VENDOR	VENDOR	AWARDED
PARTS ONLY SALT WORKS ROAD WATERLINE REPLACEMENT	APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 PHONE: 469-595-0243 BID PROPOSAL $85,929.87	CORE & MAIN, LP 3090 NNE LOOP 323 TYLER, TX 75708 PHONE: 903-492-8221 BID PROPOSAL $107,692.63	APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 PHONE: 469-595-0243 BID PROPOSAL $85,929.87

APSCO SUPPLY
since 1928
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949

Quotation

EXPIRATION DATE	QUOTE NUMBER
10/12/2021	S1292042

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949

PAGE NO.
1 of 1

QUOTE TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	SALTWORKS RD WATER		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
DANIEL 401	WILL CALL	Net Due 30th	09/12/2021	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
5000ft	6C900 6 X 20' PVC C900 GASKET PIPE DR18	10.330/ft	51650.00
4ea	A27804SILSTORZ 4' AVK HYDRANT SILVER WITH 5" STORZ	2352.560/ea	9410.24
5ea	6MJSWT 6 MJ X SWIVEL TEE	124.020/ea	620.10
13ea	A6MJ.MJGV AVK 6" MJ X MJ GATE VALVE	556.050/ea	7228.65
40ea	UFR1500-ZA-6I 6" FORD RESTRAINT KIT WITH SO EASY GASKET FOR WIDE RANGE	48.840/ea	1953.60
3ea	6.13SWAD 6 X 13 SOLID X SWIVEL ADAPTER	111.720/ea	335.16
30ea	6.1CC317 6" X 1" CC SMITH BLAIR 317 TAPPING SADDLE 317-00076009-000	87.640/ea	2629.20
30ea	F1000-4NL 1" CC X CTS PJ NUT CORP STOP	56.550/ea	1696.50
30ea	BA43-342-WGNL 3/4" METER COUPLING X 1" CTS G NUT FORD BALL ANGLE STOP	104.780/ea	3143.40
30ea	DFW1300BO DFW 1300 BOX ONLY 13"X 18"X 12"	14.940/ea	448.20
30ea	DFW1200.3.LID SOLID PLASTIC BLUE LID	10.040/ea	301.20
1ea	6MJCROSS 6 MJ CROSS	143.480/ea	143.48
4ea	6-FA 6 FOSTER ADAPTOR w/KITS	103.740/ea	414.96
3ea	6TBC421 6 TWO BOLT COUPLING EXTENDED RANGE 6.56-7.60 OD	269.500/ea	808.50
5000ea	14G BLUE TRACER WIRE	0.150/ea	750.00
4ea	1GPPLUBE GALLON PVC PIPE LUBRICANT	18.830/ea	75.32
13ea	I562s 24-36 adj vavle box w/lid	46.720/ea	607.36
100lf	10.250BC 10" X .250 WALL STEEL BORE CASING ***SPECIAL ORDER ITEM***	33.340/ea	3334.00
20ea	6.10CS 6 X 10 CASING SPACER ***SPECIAL ORDER ITEM***	19.000/ea	380.00

Subtotal	85929.87
S&H Charges	0.00
Estimated Tax	0.00
Amount Due	85929.87

Printed By: DANIELP on 9/12/2021 10:31:40 AM

Qualifications to Bid of Core & Main LP
Submitted to the City of Palestine
Request for Proposals (RFP)
Parts Only – Saltworks Road Waterline Replacement RFP 2021-014

Notwithstanding anything contained in any bid or contract documents to the contrary, Core & Main LP ("Core & Main") hereby qualifies its bid as follows. The bid of Core & Main and acceptance by Core & Main of any subsequent agreement is made expressly conditioned upon assent by the City of Palestine ("City") to the following additional or different terms, which shall supersede and control over the terms of any request for bid or request for proposal, any contract documents and specifications, and any prior addenda thereto:

1. Page 1 Market Conditions. Delete this section in its entirety and replace with: "All prices set out in Core & Main's proposal are only an indication of pricing as of the date of the proposal and current for 30 days only. Given current market conditions, Core & Main takes exception to any provision of the bid locking prices for up to six months. Any period of price certainty would have to be separately negotiated, and depending on schedule, some mechanism to pass through price increases would likely be necessary. Pricing, material availability and timeliness of shipments cannot be guaranteed. This term supersedes all other contractual provisions."

2. Page 3 VII. EVALUATION PROCESS. Delete the first sentence of this paragraph in its entirety, that begins "Bid proposals submitted…"

3. Core & Main will use commercially reasonable efforts to deliver materials ordered within the time specified in the bid documents or the Agreement. Current estimated delivery time for Valves and Hydrants are two to three months. For Pipe estimated delivery time is three to four months. Core & Main reserves the right to extend those delivery times based on manufacturer lead times as impacted events beyond the control of Core & Main including but not limited to the current pandemic, global shipping delays and resin shortage. Core & Main will not be liable for liquidated damages or other delay damages arising from delays in delivery, manufacturer lead times or other circumstances beyond the control of Core & Main.

Dated this 10th day of September, 2021.

CORE & MAIN LP



Core & Main LP

Statement of Qualifications

Core & Main LP (Corporate)

1830 Craig Park Ct,

St. Louis, Mo 63146

Core & Main LP (Local/ Material Supplier)

3090 NNE Loop 323

Tyler, TX 75708

Contacts:

Cory Castagnola 903.592.8221 / 903.312.0078

Jim Cross 903.592.8221 / 903.530.4314

Core & Main LP has been providing parts and materials to the city of Palestine for at least the past thirteen years and delivers on a weekly basis.

Core & Main LP provides parts and materials on a weekly basis to many other cities and municipalities such as: City of Tyler, West Cedar Creek MUD, City of Lindale, Lindale Rural WSC. Core & Main LP has also provided parts and materials for waterline replacement projects such as: Talty SUD 18" Waterline Replacement FM 2932 ($2.46M), Mobley Addition Tyler, TX ($72K), Mission Creek Subdivision Phase IIII Longview, TX ($81)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/07/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	**CONTACT NAME:** Willis Towers Watson Certificate Center **PHONE (A/C, No, Ext):** 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378 **E-MAIL ADDRESS:** certificates@willis.com
INSURED Core & Main LP 1830 Craig Park Court Saint Louis, MO 63146	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A:** National Union Fire Insurance Company of P — 19445 **INSURER B:** Willis Submission Carrier — GENRC **INSURER C:** ACE Property & Casualty Insurance Company — 20699 **INSURER D:** **INSURER E:** **INSURER F:**

COVERAGES **CERTIFICATE NUMBER:** W21942384 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] SIR: $500,000* GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			GL 1728964	08/01/2021	08/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ $ $ $ $ $ $	1,000,000 1,000,000 15,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			SEE ATTACHED	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ $ $ $ $	2,000,000
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XEU G72535613 001	08/01/2021	08/01/2022	EACH OCCURRENCE AGGREGATE [ ]	$ $ $	5,000,000 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SEE ATTACHED	08/01/2021	08/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000
B	Additional Lines of Coverage			SEE ATTACHED	08/01/2021	08/01/2022			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* General Liability: The $1,000,000 per Occurrence and $2,000,000 Aggregate limits displayed is a combination of $500,000 Self-Insured Retention and $500,000 Per Occurrence /$1,500,000 Aggregate limits of liability provided by the carrier noted above.

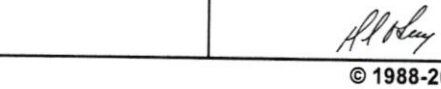
CERTIFICATE HOLDER

City of Palestine
PURCHASING DEPT.
1620 W Palestine Ave
Palestine, TX 75801-3326

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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The ACORD name and logo are registered marks of ACORD

SR ID: 21549430 BATCH: 2226143

ADDITIONAL COVERAGE SCHEDULE

AUTOMOBILE LIABILITY
Policy Effective & Expiration Dates: See Page 1
Limits: See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
CA 4594395	All Other States	National Union Fire Insurance Company of Pittsburgh
CA 4594397	MA	National Union Fire Insurance Company of Pittsburgh
CA 4594396	VA	National Union Fire Insurance Company of Pittsburgh

WORKERS COMPENSATION & EMPLOYERS LIABILITY
Policy Effective & Expiration Dates: See Page 1 Limits:
See Page 1

POLICY NUMBER	STATE	INSURER(S) AFFORDING COVERAGE
WC 016393321	All Other States	AIU Insurance Company
WC 016393322	CA	AIU Insurance Company
WC 016393323	WI	AIU Insurance Company
WC 016393324	NY	AIU Insurance Company

EXCESS LIABILITY
Policy Effective & Expiration Dates: 08/01/2021-08/01/2022

POLICY NUMBER	TYPE OF INSURANCE	LIMITS	INSURER(S) AFFORDING COVERAGE
MKLM6MM50000028	Excess General Liability	$5,000,000 xs $1,000,000 Primary	Markel Insurance Company
NY21RXSZ02HYLIV	Excess Automobile Liability	$3,000,000 xs $2,000,000 Primary	Navigators Insurance Company

*Umbrella Liability shown on Page 1 applies after above shown limits are exhausted for their respective lines of coverage

Bid Proposal for Saltworks Rd. Waterline Replacement RFP 2021-014

CUSTOMER

All Bidders

Job

Saltworks Rd. Waterline Replacement RFP 2021-014
Palestine, TX
Bid Date: 09/13/2021 03:00 pm
Bid #: 1978718

CONTACT

Sales Representative

Caymen Ross
(T) 903-592-8221
(F) 903-593-7783
Caymen.Ross@coreandmain.com

Core & Main

3090 NNE Loop 323
Tyler, TX 75708
(T) 903-592-8221

NOTES

This quote represents our interpretation of material we may furnish for this job and is not guaranteed as to accuracy of sizes, quantities or other descriptions. Core & Main is not liable for delivery delays, cancellations or price increases resulting from any cause beyond our control. These include but are not limited to: Manufacturers' shortages, availability or timeliness of transportation, material, fuels or supplies.

CORE&MAIN

Bid Proposal for Saltworks Rd. Waterline Replacement RFP 2021-014

All Bidders
Job Location: Palestine, TX
Bid Date: 09/13/2021 03:00 pm
Core & Main 1978718

Core & Mair
3090 NNE Loop 32
Tyler, TX 7570
Phone: 903-592-822
Fax: 903-593-778

Seq#	Qty	Description	Units	Price	Ext Price
		DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.			
20		**5,000LF 6" C900 WATERLINE**			
30	5000	6 PVC C900 DR18 PIPE (G) 20' PC235	FT	12.80	64,000.00
				SUBTOTAL	**64,000.00**
50		**4EA FIRE HYDRANT**			
60	4	2780-06 AVK HYD 4'0"B SILVER OL 5-1/4VO 3W 6"MJ 1-1/2 OP NUT 27MH-02906-0010A-4 W/ INTEGRAL STORZ	EA	2,540.16	10,160.64
80	1	FREIGHT-1	EA	250.00	250.00
				SUBTOTAL	**10,410.64**
100		**5EA 6" MJ SWIVEL TEE**			
110	5	6 MJ ANCH TEE C153 IMP	EA	185.64	928.20
				SUBTOTAL	**928.20**
130		**13EA 6" MJ GATE VALVE**			
140	13	6 AVK #65 DI MJ GV O/L L/ACC 65-150-0709634034 OPEN LEFT	EA	824.17	10,714.21
				SUBTOTAL	**10,714.21**
160		**40EA 6" PIPE RESTRAINT**			
170	40	6 PVC 4006P STARGRIP RESTRAINT W/ACC C900-PVCPK4006	EA	57.29	2,291.60
				SUBTOTAL	**2,291.60**
190		**3EA 6" MJ ANCHOR COUPLING**			
200	3	6X13 MJ ANCH CPLG C153 IMP	EA	183.04	549.12
				SUBTOTAL	**549.12**
220		**30EA 6"X1" SADDLE**			
230	30	317-069009-000 6X1CC SADDLE EPOXY W/304SS STRAPS 5.94-6.90 OD	EA	81.48	2,444.40
				SUBTOTAL	**2,444.40**
250		**30EA 1" CORP**			
260	30	F1100-4-NL 1 CORP MIPXPJ(CTS) NO LEAD	EA	76.32	2,289.60
				SUBTOTAL	**2,289.60**
280		**1,400' 1" SERVICE TUBING**			
290	1400	1X100' BLUE ENDOTRACE TUBING CTS	FT	1.49	2,086.00

CORE&MAIN

Bid Proposal for Saltworks Rd. Waterline Replacement RFP 2021-014

Bid #: 1978718

Seq#	Qty	Description	Units	Price	Ext Price
				SUBTOTAL	**2,086.00**
310		**100EA 1" SS STIFFENER**			
320	100	#52 1 SS INSERT F/CTS PE	EA	1.45	145.00
				SUBTOTAL	**145.00**
340		**30EA 1"X3/4" ANGLE STOP**			
350	30	BA43-342WNL 1X3/4 ANG BMV PJX MN (NO LEAD)	EA	132.94	3,988.20
				SUBTOTAL	**3,988.20**
370	30	12" D1300SBLUE PLAS METER BOX W/SOLID BLUE LID	EA	22.14	664.20
				SUBTOTAL	**664.20**
390		**1EA 6" CROSS (ALL SIDE SWIVEL)**			
400		**(SINGLE FITTING NOT AVAILABLE**			
410		**QUOTING ASSEMBLY)**			
420	1	6 MJ CROSS C153 IMP	EA	234.52	234.52
430	4	6X13 MJ ANCH CPLG C153 IMP	EA	183.04	732.16
440	4	6 MJ REG ACC SET L/GLAND (I)	EA	21.49	85.96
				SUBTOTAL	**1,052.64**
460		**3EA 6" HYMAX**			
470	3	421-06560760-031 6X8 CPLG EPXY 304SS B&N 6.56-7.60 OD	EA	260.39	781.17
				SUBTOTAL	**781.17**
490		**5,000' TRACER WIRE**			
500	5000	14GA INS. COP WIRE BLUE 500'	FT	0.14	700.00
510	9	KING ONE-STEP WIRE CONNECTER	EA	1.70	15.30
				SUBTOTAL	**715.30**
530		**4 GALLON PIPE LUBE**			
540	4	LUBE 1 GAL F/WTR/SWR PIPE	EA	12.50	50.00
				SUBTOTAL	**50.00**
560		**13EA VALVE BOX**			
570	13	562-S VLV BOX W/LID IMPORT 5-1/4" SCREW TYPE 27-37	EA	102.15	1,327.95
				SUBTOTAL	**1,327.95**
590		**100LF 10" CASING**			
600	100	10 .250 WALL STL CASING	FT	29.48	2,948.00
				SUBTOTAL	**2,948.00**
620		**20EA CASING SPACER**			
630	20	10X6 CI CASING SPACER 6.90" 10.25" CLEAR BELL ONLY	EA	15.32	306.40
				SUBTOTAL	**306.40**

CORE & MAIN

Bid Proposal for Saltworks Rd. Waterline Replacement RFP 2021-014

Bid #: 1978718

Seq#	Qty	Description	Units	Price	Ext Price
				Sub Total	107,692.63
				Tax	0.00
				Total	**107,692.63**

Branch Terms:
This quotation is for bid purposes only and does not guarantee a complete bill of materials for this project. Core & Main is under no obligation to sell materials under this quotation. Special order items are non-returnable or may be subject to a restocking charge – to be determined by Core & Main.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT:
https://coreandmain.com/TandC/

The qualification of Core & Main LP is attached and incorporated by reference as though fully set forth herein. cc 9/10/2021

City of Palestine - 504 North Queen Street - Palestine TX 75801

199480

01-05042 ** ABILENE PLUMBING SUPPLY CO **

10/29/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
09/01/2021	S1290511.001		ABILENE PLUMBING SUPPLY CO	4,802.00
	8" WATER PIPE			
09/28/2021	S1291815.001		ABILENE PLUMBING SUPPLY CO	3,474.72
	36" RING AND LID			
10/26/2021	S1292041.001	20-04302	PARTS ONLY-RFP 2021-013	25,317.64
10/29/2021	S1292041.002	20-04302	PARTS ONLY-RFP 2021-013	3,688.27
10/15/2021	S1294603.001		ABILENE PLUMBING SUPPLY CO	669.20
	14" SPLIT RING			

CHECK TOTAL 37,951.83

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

199480

DATE	AMOUNT
10/29/2021	$***37,951.83

VOID AFTER 90 DAYS

PAY ---- THIRTY SEVEN THOUSAND NINE HUNDRED FIFTY ONE & 83/100 DOLLARS ----

TO THE ORDER OF
** ABILENE PLUMBING SUPPLY CO **
DBA APSCO INC
PO BOX 125
ABILENE, TX 79604

RUB RED IMAGE FADES WITH HEAT

199480

01-05042 ** ABILENE PLUMBING SUPPLY CO **

10/29/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
09/01/2021	S1290511.001		ABILENE PLUMBING SUPPLY CO	4,802.00
	8" WATER PIPE			
09/28/2021	S1291815.001		ABILENE PLUMBING SUPPLY CO	3,474.72
	36" RING AND LID			
10/26/2021	S1292041.001	20-04302	PARTS ONLY-RFP 2021-013	25,317.64
10/29/2021	S1292041.002	20-04302	PARTS ONLY-RFP 2021-013	3,688.27
10/15/2021	S1294603.001		ABILENE PLUMBING SUPPLY CO	669.20
	14" SPLIT RING			

** ABILENE PLUMBING SUPPLY CO **
DBA APSCO INC
PO BOX 125
ABILENE, TX 79604

CHECK TOTAL 37,951.83

City of Palestine - 504 North Queen Street - Palestine TX 75801

APSCO since 1928 SUPPLY
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
Phone 469.595.0243
Fax 325.672.0949

PAST DUE

Invoice

INVOICE DATE	INVOICE NUMBER
09/01/2021	S1290511.001

REMIT TO:
APSCO, INC.
PO BOX 125
ABILENE, TX 79604

PAGE NO.: 1 of 1

BILL TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	.		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
RYAN 404	PICK UP	Net Due 30th	09/01/2021	09/01/2021

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
280ft	280ft	8C900 8 X 20' PVC C900 DR18 GASKET PIPE	17.150/ft	4802.00

PAYMENT AUTHORIZATION
PO #
Partial ☐ Complete ☒
Acct #: 610-5-571.4450 $ 4802.00
Acct #: $
Acct #: $
Describe: 8" WATER PIPE
PCT DIR: ☐: 10-25-21
FNC DIR: ☐: 10/26/2021
CITY MNR: ☐:

Invoice is due by 10/31/2021

Past Due invoices may be subject to 2% late charge.

Subtotal	4802.00
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	4802.00

Printed By: WILLT on 9/2/2021 10:06:28 AM CDT

PLOT DUE

APSCO since 1928 SUPPLY
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
Phone 469.595.0243
Fax 325.672.0949

Invoice

INVOICE DATE	INVOICE NUMBER
09/28/2021	S1291815.001

REMIT TO:
APSCO, INC.
PO BOX 125
ABILENE, TX 79604

PAGE NO.: 1 of 1

RECEIVED
SEP 30 2021
BY:

BILL TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456			CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
RYAN 404	PICK UP	Net Due 30th	09/28/2021	09/09/2021

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
3ea	3ea	36RCC 36"R&C COMPOSITE 367-5795 ***IN STOCK IN OHIO***	1158.240/ea	3474.72

PAYMENT AUTHORIZATION
PO #
Partial ☐ Complete ☒
Acct #: 610.5.571.4450 $ 3,474.72
Acct #: $
Acct #: $
Describe: 36" RING AND LID
DPT DIR: : 10-26-21
FINC DIR: : 10/26/2021
CTY MNR: :

Invoice is due by 10/31/2021

Past Due invoices may be subject to 2% late charge.

Subtotal	3474.72
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	3474.72

Printed By: WILLT on 9/30/2021 10:06:07 AM CDT



APSCO since 1928 SUPPLY
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
Phone 469.595.0243
Fax 325.672.0949

Invoice

INVOICE DATE	INVOICE NUMBER
10/15/2021	S1294603.001

REMIT TO:
APSCO, INC.
PO BOX 125
ABILENE, TX 79604

PAGE NO.: 1 of 1

RECEIVED
OCT 18 2021
BY:

BILL TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	JASON		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
RYAN 404	PICK UP	Net Due 30th	10/15/2021	09/28/2021

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	1ea	1114SD 14 DI SPLIT MEGALUG WITH HARDWARE ***SPECIAL ORDER ITEM***	669.200/ea	669.20

PAYMENT AUTHORIZATION
PO #
Partial ☐ Complete ☒
Acct #: 610-5-571-4450 $ 669.20
Acct #: $
Acct #: $
Describe: 14" SPLIT RING
DPT DIR: ☐: 10-25-21
FINC DIR: ☐:
CTY MNR: ☐:

Subtotal	669.20
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	669.20

Invoice is due by 11/30/2021

Past Due invoices may be subject to 2% late charge.

Printed By: WILLT on 10/18/2021 10:05:49 AM CDT

APSCO since 1928 SUPPLY
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
Phone 469.595.0243
Fax 325.672.0949

Invoice

INVOICE DATE	INVOICE NUMBER
10/19/2021	S1292041.002

REMIT TO:
APSCO, INC.
PO BOX 125
ABILENE, TX 79604

PAGE NO.: 1 of 1

OCT 21 2021
BY:

BILL TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	LINK STREET WATER		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
RYAN 404	WILL CALL	Net Due 30th	10/19/2021	09/12/2021

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
7ea	7ea	8.6MJSWT 8 X 6 MJ X SWIVEL TEE	144.430/ea	1011.01
4ea	4ea	6MJSWT 6 MJ X SWIVEL TEE	124.020/ea	496.08
1ea	1ea	A8MJ.FLGGV AVK 8" MJ X FLG GATE VALVE 65-200-3X	888.900/ea	888.90
6ea	6ea	8.13SWAD 8" X 13" SWIVEL X SOLID ADAPTER	151.120/ea	906.72
1ea	1ea	BA43-444WNL 1" METER COUPLING X "G NUT" CTS FULL PORT BALL ANGLE STOP	135.760/ea	135.76
10ea	10ea	DFW1300BO DFW 1300 BOX ONLY 13"X 18"X 12"	14.940/ea	149.40
10ea	10ea	DFW1200.3.LID SOLID PLASTIC BLUE LID	10.040/ea	100.40

20-04302

PAYMENT AUTHORIZATION
PO #
Partial [X] Complete [ ]
Acct #: 610.5.110.7440 $ 3688.27
Acct #: .012 $
Acct #: $
Describe: LINK ST WATER PARTS
PW DIR: : 10-26-21
FIN DIR: : 10/26/2021
CITY MNGR: :

Invoice is due by 11/30/2021

Past Due invoices may be subject to 2% late charge.

Subtotal	3688.27
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	3688.27

Printed By: WILLT on 10/21/2021 10:05:23 AM CDT

20-04302

APSCO since 1928 SUPPLY
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
Phone 469.595.0243
Fax 325.672.0949

RECEIVED
OCT 11 2021
BY:

Invoice

INVOICE DATE	INVOICE NUMBER
10/05/2021	S1292041.001
REMIT TO: APSCO, INC. PO BOX 125 ABILENE, TX 79604	PAGE NO. 1 of 2

BILL TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	LINK STREET WATER		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	ORDER DATE
RYAN 404	WILL CALL	Net Due 30th	10/05/2021	09/12/2021

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
6ea	4ea	A27804SILSTORZ 4' AVK HYDRANT SILVER WITH 5" STORZ	2352.560/ea	9410.24
11ea	8ea	A6MJ.MJGV AVK 6" MJ X MJ GATE VALVE	556.050/ea	4448.40
7ea	7ea	A8MJ.MJGV AVK 8" MJ X MJ GATE VALVE 65-200-0X	850.220/ea	5951.54
1ea	1ea	6MJ90 6" MECHANICAL JOINT 90	113.400/ea	113.40
2ea	2ea	6.13SWAD 6 X 13 SOLID X SWIVEL ADAPTER	111.720/ea	223.44
7ea	1ea	8.13SWAD 8" X 13" SWIVEL X SOLID ADAPTER	151.120/ea	151.12
10ea	10ea	6.1CC317 6" X 1" CC SMITH BLAIR 317 TAPPING SADDLE 317-00076009-000	87.640/ea	876.40
10ea	10ea	F1000-4NL 1" CC X CTS PJ NUT CORP STOP	56.550/ea	565.50
4ea	4ea	1.100CTSBLK 1" X 100' ROLL CTS POLY DR-9 200 PSI	61.320/ea	245.28
50ea	50ea	1SDR9S 1 STAINLESS STIFFENER FOR SDR9 POLY	2.170/ea	108.50
9ea	9ea	BA43-342-WGNL 3/4" METER COUPLING X 1" CTS G NUT FORD BALL ANGLE STOP	104.780/ea	943.02
1ea	1ea	8TBC421 8 TWO BOLT COUPLING EXTENDED RANGE 8.54-9.85OD	305.140/ea	305.14
6500ea	6500ea	14G BLUE TRACER WIRE	0.150/ea	975.00
6ea	6ea	1GPPLUBE GALLON PVC PIPE LUBRICANT	18.830/ea	112.98

** Continued on Next Page **

APSCO SUPPLY
since 1928
serving the plumbing and waterworks industries

Invoice

INVOICE DATE	INVOICE NUMBER	PAGE NO.
10/05/2021	S1292041.001	2 of 2

ORDER QTY	SHIP QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
19ea	19ea	I562s 24-36 adj vavle box w/lid	46.720/ea	887.68

PAYMENT AUTHORIZATION

PO # 20-04302 Partial [X] Complete [X]

Acct #: 610·5·HO·7440 $25,317.64

Acct #: ·012 $

Acct #: $

Describe: LINK ST WATER PARTS

DPT DIR: [ ]: 10-26-21

FINC DIR: [ ]:

CTY MNR: [ ]:

Invoice is due by 11/30/2021

Past Due invoices may be subject to 2% late charge.

Subtotal	25317.64
S&H Charges	0.00
Tax	0.00
Payments	0.00
Amount Due	25317.64

Printed By: WILLT on 10/11/2021 10:05:36 AM CDT

PAYMENT AUTHORIZATION

Partial ☐ Complete ☐

PO #

Acct #:

Acct #:

Acct #:

Describe:

DPT DIR:

FINC DIR:

CTY MNR:

City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04302 **Date:** 10/12/2021

Request # : 20-04376 **Vendor # :** 01-05042

ISSUED TO: ABILENE PLUMBING SUPPLY CO
DBA APSCO INC
PO BOX 125
ABILENE, TX 79604

SHIP TO: WATER PLANT CITY OF PALESTINE
800 ACR 3722
PALESTINE, TX 75801
PLANT OPERATOR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	PARTS ONLY-RFP 2021-013 PARTS ONLY-LINK STREET WATERLINE REPLACEMENT 2021-013	610-5-110-7440.012	022 RFP	0.00	164,262.22
					TOTAL	164,262.22

Rosa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

City of Palestine – Requisition

Date 9/16/2021	**Requested By**: Jason Shelton	**Exempt From Bidding:**	APSCO Quinlan 6700 State Hwy 34 Quinlan, TX 75474 Phone: 469-595-0243		
Ship To 1620 W. Palestine Palestine, TX 75801		☐ Emergency			
Order to be Replaced By: **Requestor**☒ **Purchasing Agent**☐ project 022		☒ Sole Source ☐ Interlocal Agreement ☐ Other (explain below)			
Account Number 610-5110-7440.012					

Description	**Quantity/Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
Parts Only – Link Street Waterline Replacement RFP 2021-013	1	1	$164,262.22				
Shipping Charges							
		Total	$164,262.22	**Total**		**Total**	

Awardee: APSCO Quilan **Dept. Head Signature:** **City Manager Signature:** Herrera 10/11/21

Welcome to our new Agendas & Minutes page. All future meeting agendas and minutes will be posted here. Over time, all historical agendas and minutes will be moved here. Until then, you can still find historical documents in the same place they are in now - see links in the left sidebar.

Notice of Public Meetings To Consider Possible Tax Abatement Agreement (/media/gn2dctl3/travel-center_tax-abatement-notice-of-potential-agreement-for-posting-120619.pdf)

City Council Work Session & Regular Meeting

Return to the Search Page

K.15.

Meeting Date: 09/27/2021
Submitted By: Lisa Phillips, Public Works Admin

SUMMARY:
Consider and consent awarding RFP 2021-013; Parts Only - Link Street Waterline Replacement to APSCO Quinlan in the amount of $164,262.22. APSCO was the sole bidder on this project.

RECOMMENDED ACTION:
Recommend consent to award RFP 2021-013; Parts Only - Link Street Waterline Replacement to APSCO Quilan.

CITY MANAGER APPROVAL:

GO TO PREVIOUS PAGE | GO TO THE TOP OF THE PAGE

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RAVE ALERTS (https://www.smart911.com/smart911/registration/registrationLanding.action?cdnExternalPath=)
Sign up to receive emergency notifications from the City with our new system Rave Alerts. (https://www.smart911.com/smart911/registration/registrationLanding.action?cdnExternalPath=)

City of Palestine

504 N. Queen Street
Palestine, TX 75801
Phone: (903) 731-8400

City Hall Office Hours
Mon-Thu: 8AM-5PM
Fri: 9AM - 5PM

Meeting Agendas & Minutes

City Council Agendas & Minutes (/government/city-council/meeting-portal/city-council-agendas-minutes/)

Meeting Agendas & Minutes (/government/city-council/meeting-portal/meeting-agendas-minutes/)

Historical Agendas & Minutes

June 1, 2021 Wolf Creek Lake Waterfall and Dam closed to the Public (/media/yl3nygjp/press-release-areas-of-wolf-creek-lake-closed

Boil Water Alert Rescinded: Fort Houston Edition from Variah Street to Harcrow Road due to water outage for waterline repairs ()

- **City Council Agendas & Minutes (/government/city-council/meeting-portal/city-council-agendas-minutes/)**
- **Airport Advisory Board (/government/city-council/boards-commissions/airport-advisory-board/)**
- **Building & Standards Commission (/government/city-council/boards-commissions/building-standards-commission/)**
- **Civil Service Commission (/government/city-council/boards-commissions/civil-service-commission/)**
- **Economic Development Corporation (/government/city-council/boards-commissions/palestine-economic-development-corporation/)**
- **Financial Oversight Advisory Committee (/government/city-council/boards-commissions/financial-oversight-advisory-committee/)**
- **Historic Landmarks Commission (/government/city-council/boards-commissions/historic-landmarks-commission/)**
- **Library Board (/government/city-council/boards-commissions/palestine-public-library-board/)**
- **Main Street Advisory Board (/government/city-council/boards-commissions/main-street-advisory-board/)**
- **Parks Advisory Board (/government/city-council/boards-commissions/parks-advisory-board/)**
- **Planning & Zoning Commission (/government/city-council/boards-commissions/planning-zoning-commission/)**
- **Real Estate Board (/government/city-council/boards-commissions/real-estate-board/)**
- **Tourism Advisory Board (/government/city-council/boards-commissions/tourism-advisory-board/)**
- **Zoning Board of Adjustments & Appeals (/government/city-council/boards-commissions/zoning-board-of-adjustments-appeals/)**

CITY OF PALESTINE – PUBLIC WORKS
TABULATION
PARTS ONLY – LINK STREET WATERLINE REPLACEMENT
RFP 2021-013

DESCRIPTION	VENDOR	VENDOR	AWARDED
PARTS ONLY LINK STREET WATERLINE REPLACEMENT	APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 PHONE: 469-595-0243 BID PROPOSAL $164,262.22		APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 PHONE: 469-595-0243 BID PROPOSAL $164,262.22

CITY OF PALESTINE – PUBLIC WORKS
TABULATION
PARTS ONLY – SALT WORKS ROAD WATERLINE REPLACEMENT
RFP 2021-013

DESCRIPTION	VENDOR	VENDOR	AWARDED
PARTS ONLY LINK STREET WATERLINE REPLACEMENT	APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 PHONE: 469-595-0243 BID PROPOSAL $164,262.22		APSCO QUINLAN 6700 STATE HWY 34 QUINLAN, TX 75474 PHONE: 469-595-0243 BID PROPOSAL $164,262.22

APSCO SUPPLY
since 1928
serving the plumbing and waterworks industries

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949

Quotation

EXPIRATION DATE	QUOTE NUMBER
09/11/2021	S1292041

APSCO QUINLAN
6700 STATE HWY 34
QUINLAN, TX 75474
469.595.0243
Fax 325.672.0949

QUOTE TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

SHIP TO:

CITY OF PALESTINE
504 N QUEEN STREET
1620 W PALESTINE AVE
PALESTINE, TX 75801

CUSTOMER NUMBER	CUSTOMER PO NUMBER	JOB NAME / RELEASE NUMBER	SALESPERSON
5456	LINK STREET WATER		CHRIS 403

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
DANIEL 401	WILL CALL	Net Due 30th	09/12/2021	No

ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
6060ft	8C900 8 X 20' PVC C900 DR18 GASKET PIPE	17.720/ft	107383.20
220ft	6C900 6 X 20' PVC C900 GASKET PIPE DR18	10.330/ft	2272.60
6ea	A27804SILSTORZ 4' AVK HYDRANT SILVER WITH 5" STORZ	2352.560/ea	14115.36
7ea	8.6MJSWT 8 X 6 MJ X SWIVEL TEE	144.430/ea	1011.01
4ea	6MJSWT 6 MJ X SWIVEL TEE	124.020/ea	496.08
11ea	A6MJ.MJGV AVK 6" MJ X MJ GATE VALVE	556.050/ea	6116.55
7ea	A8MJ.MJGV AVK 8" MJ X MJ GATE VALVE 65-200-0X	850.220/ea	5951.54
36ea	UFR1500-ZA-6I 6" FORD RESTRAINT KIT WITH SO EASY GASKET FOR WIDE RANGE	48.840/ea	1758.24
30ea	UFR1500-ZA-8I 8" FORD RESTRAINT KIT WITH SO EASY GASKET FOR WIDE RANGE	62.750/ea	1882.50
1ea	6MJ90 6" MECHANICAL JOINT 90	113.400/ea	113.40
1ea	A8MJ.FLGGV AVK 8" MJ X FLG GATE VALVE 65-200-3X	888.900/ea	888.90
2ea	6.13SWAD 6 X 13 SOLID X SWIVEL ADAPTER	111.720/ea	223.44
7ea	8.13SWAD 8" X 13" SWIVEL X SOLID ADAPTER	151.120/ea	1057.84
10ea	6.1CC317 6" X 1" CC SMITH BLAIR 317 TAPPING SADDLE 317-00076009-000	87.640/ea	876.40
10ea	F1000-4NL 1" CC X CTS PJ NUT CORP STOP	56.550/ea	565.50
4ea	1.100CTSBLK 1" X 100' ROLL CTS POLY DR-9 200 PSI	61.320/ea	245.28
50ea	1SDR9S 1 STAINLESS STIFFENER FOR SDR9 POLY	2.170/ea	108.50
9ea	BA43-342-WGNL 3/4" METER COUPLING X 1" CTS G NUT FORD BALL ANGLE STOP	104.780/ea	943.02

** Continued on Next Page *

Subtotal	
S&H Charges	
Estimated Tax	
Amount Due	

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ORDER QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
1ea	BA43-444WNL 1" METER COUPLING X "G NUT" CTS FULL PORT BALL ANGLE STOP	135.760/ea	135.76
10ea	DFW1300BO DFW 1300 BOX ONLY 13"X 18"X 12"	14.940/ea	149.40
10ea	DFW1200.3.LID SOLID PLASTIC BLUE LID	10.040/ea	100.40
5ea	6TBC421 6 TWO BOLT COUPLING EXTENDED RANGE 6.56-7.60 OD	269.500/ea	1347.50
1ea	8TBC421 8 TWO BOLT COUPLING EXTENDED RANGE 8.54-9.85OD	305.140/ea	305.14
6500ea	14G BLUE TRACER WIRE	0.150/ea	975.00
6ea	1GPPLUBE GALLON PVC PIPE LUBRICANT	18.830/ea	112.98
19ea	I562s 24-36 adj vavle box w/lid	46.720/ea	887.68
300lf	10.250BC 10" X .250 WALL STEEL BORE CASING ***SPECIAL ORDER ITEM***	33.340/ea	10002.00
100FT	12STCP 12 STEEL CASING PIPE ***SPECIAL ORDER ITEM***	26.670/ea	2667.00
500ea	2SCP 2" STEEL CASING PIPE ***SPECIAL ORDER ITEM***	3.140/ea	1570.00

Subtotal	164262.22
S&H Charges	0.00
Estimated Tax	0.00
Amount Due	164262.22

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** Continued on Next Page *

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Subtotal	164262.22
S&H Charges	0.00
Estimated Tax	0.00
Amount Due	164262.22

Printed By: DANIELP on 9/12/2021 10:44:06 AM

City of Palestine - 504 North Queen Street - Palestine TX 75801

199526

01-05339 ** MCINNIS BROTHERS CONSTRUCTION, INC. ** 10/29/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
09/08/2021	ESTI 4	20-04238	STANDBY GENERATOR	80,816.59
09/08/2021	ESTI 5	20-04237	NEW HOSPITAL LIFT STATIO	159,296.83

CHECK TOTAL 240,113.42

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

199526

DATE	AMOUNT
10/29/2021	$**240,113.42

VOID AFTER 90 DAYS

PAY ---- TWO HUNDRED FORTY THOUSAND ONE HUNDRED THIRTEEN & 42/100 DOLLARS ----

TO THE ORDER OF ** MCINNIS BROTHERS CONSTRUCTION, INC. **
119 PEARL STREET
MINDEN, LA 71055

199526

01-05339 ** MCINNIS BROTHERS CONSTRUCTION, INC. ** 10/29/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
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** MCINNIS BROTHERS CONSTRUCTION, INC. **
119 PEARL STREET
MINDEN, LA 71055

CHECK TOTAL 240,113.42

City of Palestine - 504 North Queen Street - Palestine TX 75801

PROGRESS ESTIMATE

KSA
6781 OAK HILL BLVD
TYLER, TX 75703

Estimate No.: 5

Date: September 8, 2021
Project: Palestine Hospital Lift Station
Period: From: 8-1-2021 To: 8-31-2021
Contractor: McInnis Brothers Construction, Inc.
Address: 119 Pearl St. Minden LA, 71055
Amount of Contract as Awarded: $1,245,000.00

Change Orders:

#1 $		#6 $	
#2 $		#7 $	
#3 $		#8 $	
#4 $		#9 $	
#5 $		#10 $	

Total Change Orders: $0.00
Total Adjusted Contract: $1,245,000.00

Notice to Proceed Date: April 5, 2021
Contract Time: 240 Days
% Complete (Time) 65%
% Complete ($) 46%
Project No: PA.049

PREVIOUS PAYMENTS AUTHORIZED

#1	125,032.35	#10	
#2	89,796.47	#11	
#3	102,618.87	#12	
#4	99,043.81	#13	
#5		#14	
#6		#15	
#7		#16	
#8		#17	
#9		#18	

Total Payments Previously Authorized: $416,491.50

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
1.01	Mobilization, Insurance, and Bonds	LS	1	1.00		1.00	$50,000.00	50,000.00
1.02	Care of Water During Construction	LS	1	0.75	0.25	1.00	$50,000.00	50,000.00
1.03	Stormwater Pollution Prevention	LS	1	1.00		1.00	$1,000.00	1,000.00
1.04	Temporary Bypass Pumping	LS	1	0.00		0.00	$10,000.00	0.00
1.05	Gravity Sewer and Manhole Testing	LS	1	0.00		0.00	$1,200.00	0.00
1.06	Force Main Testing	LS	1	0.00		0.00	$1,200.00	0.00
1.07	Connect to Existing Gravity Sewer	EA	1	0.00		0.00	$7,500.00	0.00
1.08	Connect to Existing Force Main	EA	1	0.00		0.00	$7,500.00	0.00
1.09	48-in Diameter Manhole	EA	2	0.00		0.00	$8,000.00	0.00
1.10	15-in SDR 26 PVC Gravity Sewer	LF	104	0.00		0.00	$115.00	0.00
1.11	12-in C900 PVC Force Main	LF	117	0.00		0.00	$60.00	0.00
1.12	Sanitary Sewer Lift Station	LS	1	0.15	0.25	0.40	**$618,521.50	247,408.60
1.13	Jib Crane, Hoist, and Foundation	LS	1	0.00		0.00	$40,000.00	0.00
1.14	Rock for Lift Station Site	SY	580	0.00		0.00	$15.00	0.00
1.15	6-ft Intruder Resistant Chainlink Fence	LF	280	0.00		0.00	$25.00	0.00
1.16	16-ft Wide Intruder Resistant Chainlink Fence Gate	EA	1	0.00		0.00	$1,600.00	0.00
1.17	4-ft Wide Walk-in Intruder Resistant Chainlink Fence	EA	1	0.00		0.00	$550.00	0.00
1.18	Demolish Existing Lift Station	LS	1	0.00		0.00	$5,300.00	0.00
1.19	Lift Station Site Grading	LS	1	0.00		0.00	$5,000.00	0.00
1.20	Clearing and Grubbing for Lift Station Site	LS	1	1.00		1.00	$3,650.00	3,650.00
1.21	Erosion Control Matting	SY	500	500.00		500.00	$2.40	1,200.00
1.22	Filter Fabric Fence	LF	600	600.00		600.00	$1.20	720.00
1.23	Hydromulch	AC	1	0.00		0.00	$4,800.00	0.00
1.24	Excavation Safety	LS	1	1.00		1.00	$600.00	600.00
1.25	Trench Safety	LF	221	0.00		0.00	$12.00	0.00
1.26	Foundation Material for Trench	CY	10	0.00		0.00	$48.00	0.00
1.27	Concrete Sidewalk	SY	26	0.00		0.00	$54.00	0.00
1.28	Diesel Standby Generator and ATS	LS	1	0.00		0.00	$70,000.00	0.00
1.29	Electrical and Controls	LS	1	0.43		0.43	$70,000.00	30,100.00
1.30	Electrical Service Improvements by Oncor	AL	1	1.00		1.00	*$45,247.10	45,247.10
1.31	Miscellaneous Allowance	AL	1	0.00		0.00	**$28,697.62	0.00
2.01	Mobilization, Insurance, and Bonds	LS	1	1.00		1.00	$1,500.00	1,500.00
2.02	Stormwater Pollution Prevention	LS	1	1.00		1.00	$1,200.00	1,200.00
2.03	Remove Existing Gravel Access Road	SY	643	0.00		0.00	$6.00	0.00
2.04	Sawcut and Remove Concrete Curb	LF	25	0.00		0.00	$24.00	0.00
2.05	Sawcut and Remove Concrete Apron	SY	42	42.00		42.00	$24.00	1,008.00
2.06	Concrete Driveway Apron	SY	29	29.00		29.00	$72.00	2,088.00
2.07	Concrete Curb and Gutter	LF	36	0.00		0.00	$12.00	0.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
2.08	16-ft Steel Gate Assembly	EA	1	0.00		0.00	$1,000.00	0.00
2.09	Barbed Wire Fence Repair	LF	103	0.00		0.00	$12.00	0.00
2.10	Site Preparation and Grading	STA	20.11	20.11		20.11	$500.00	10,055.00
2.11	18-in Class IV RCP	LF	105	105.00		105.00	$120.00	12,600.00
2.12	All Weather Access Road	SY	3,533	3533.00		3,533.00	$24.00	84,792.00
2.13	Clearing and Grubbing for Access Road	AC	1.20	1.20		1.20	$7,000.00	8,400.00
2.14	Erosion Control Matting	SY	2,230	2230.00		2,230.00	$0.55	1,226.50
2.15	Filter Fabric Fence	LF	2,500	2500.00		2,500.00	$1.20	3,000.00
2.16	Hydromulch	AC	2	0.00		0.00	$4,500.00	0.00
3.01	Mobilization, Insurance, and Bonds	LS	1	1.00		1.00	$2,000.00	2,000.00
3.02	Stormwater Pollution Prevention	LS	1	1.00		1.00	$600.00	600.00
3.03	Waterline Disinfection and Testing	LS	1	0.00		0.00	$600.00	0.00
3.04	2-in ASTM D2241 SDR 17 PVC Waterline	LF	2,129	2000.00		2,000.00	$7.00	14,000.00
3.05	2-in Gate Valve Assembly	EA	2	0.00		0.00	$480.00	0.00
3.06	Yard Hydrant Assembly	EA	1	0.00		0.00	$500.00	0.00
3.07	Connect to Existing Waterline	EA	1	1.00		1.00	$1,000.00	1,000.00
3.08	Trench Safety	LF	2,129	2129.00		2,129.00	$1.00	2,129.00
***3.09**	**Pressure Reducing Valve Assembly**	**LS**	**1**	**1.00**		**1.00**	**$2,385.28**	**2,385.28**

*** Per Field Work Order 1**

**** Per Field Work Order 2**

*In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer represents to the Owner that to the best of the Engineer's knowledge, information and belief, the Work (excluding trench safety) has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the **AMOUNT PAYABLE.** The Contractor is solely responsible for trench safety and as such, the Engineer makes no representation that this pay item has been performed in a manner consistent with the Contract Documents.*

KSA

By _____

Date 9-8-2021

Approved: City of Palestine

By _____

Date Oct 4, 2021

Total Amount to Date	$577,909.48
Material on Hand	$28,183.50
	$606,092.98
Less 5% Retainage	$30,304.65
Net Total	$575,788.33
Less Previous Payments	$416,491.50
Amount Payable to Contractor This Estimate	**$159,296.83**

PAYMENT AUTHORIZATION

PO # 20-04237 Partial ☑ Complete ☐

Acct #: 610-5110-7440-009 $ 159,296.83

Acct #: _____ $ _____

Acct #: _____ $ _____

Describe: Hospital Lift Station - PA.049

DPT DIR: _____ ☐: 10-27-21

FINC DIR: _____ ☐: _____

CTY MNR: _____ ☐: _____

PAYMENT AUTHORIZATION

PO # _____ Partial ☐ Complete ☐

Acct #: _____ $ _____

Acct #: _____ $ _____

Acct #: _____ $ _____

Describe: _____

DPT DIR: _____

FINC DIR: _____

CTY MNR: _____

Contractors Application for Payment No. 5

	Application Period: 8/1/21-8/31/21	Application Date: 9/2/2021
To (Owner): City of Palestine, TX	From (Contractor): McInnis Brothers Construction	Via (Engineer): KSA
Project: Palestine Hospital Lift Station	Contract:	
Owner's Contract No.:	Contractor's Project No.: 2433	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		
2		
3		
4		
5		
6		
7		
8		
9		
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1.	**ORIGINAL CONTRACT PRICE**	$ $1,245,000.00
2.	**Net change by Change Orders**	$
3.	**Current Contract Price (Line 1 ± 2)**	$ $1,245,000.00
4.	**TOTAL COMPLETED AND STORED TO DATE** (Column F total on Progress Estimates)	$ $606,092.98
5.	**RETAINAGE:**	
	a. 5% X $606,092.98 Work Completed	$ $30,304.65
	b. 5% X Stored Material	$
	c. Total Retainage (Line 5.a + Line 5.b)	$ $30,304.65
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)**	$ $575,788.33
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	$ $416,491.50
8.	**AMOUNT DUE THIS APPLICATION**	$ $159,296.83
9.	**BALANCE TO FINISH, PLUS RETAINAGE** (Column G total on Progress Estimates + Line 5.c above)	$ $669,211.68

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Marcus Long	Date: 9/2/2021

Payment of: $ $159,296.83
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ 159,296.83
(Line 8 or other - attach explanation of the other amount)

is approved by: Rosa Herrera Oct 4, 2021
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Palestine Hospital Lift Station	Application Number:	5
Application Period:	8/1/21-8/31/21	Application Date:	9/2/2021

A					B	C	D	E	F	G	H		
Item		Contract Information				Qty Previously Billed	Amount Previously Billed	Qty This Period	Amount This Period	Materials Presently Stored (not in C)	Total Completed and Stored to Date (E + G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)								
	BASE BID												
1.00	Mobilization, Insurance, and Bonds	1	LS	$50,000.00	$50,000.00	1	$50,000.00				$50,000.00	100.0%	
2.00	Care of Water	1	LS	$50,000.00	$50,000.00	0.75	$37,500.00	0.25	$12,500.00		$50,000.00	100.0%	
3.00	SWPPP	1	LS	$1,000.00	$1,000.00	1	$1,000.00				$1,000.00	100.0%	
4.00	Temporary Bypass Pumping	1	LS	$10,000.00	$10,000.00								$10,000.00
5.00	Gravity Sewer and Manhole Testing	1	ls	$1,200.00	$1,200.00								$1,200.00
6.00	Force Main Testing	1	ls	$1,200.00	$1,200.00								$1,200.00
7.00	connect to Existing Gravity Sewer	1	ea	$7,500.00	$7,500.00								$7,500.00
8.00	Connect to Existing Force Main	1	ea	$7,500.00	$7,500.00								$7,500.00
9.00	48" Manhole	2	ea	$8,000.00	$16,000.00								$16,000.00
10.00	15" SDR 26 PVC Gravity Sewer Line	104	lft	$115.00	$11,960.00								$11,960.00
11.00	12" C900 PVC Force main	117	lft	$60.00	$7,020.00								$7,020.00
12.00	Sanitary Sewer Lift station	1	ls	$618,521.50	$618,521.50	0.15	$92,594.73	0.25	$154,813.87		$247,408.60	40.0%	$371,112.91
13.00	Jib Crane, Hoist & Foundation	1	ls	$40,000.00	$40,000.00	0.70	$28,183.50				$28,183.50	70.5%	$11,816.50
14.00	Rock for Lift Station Site	580	sy	$15.00	$8,700.00								$8,700.00
15.00	6' Intruder Resistant Chainlink Fence	280	lft	$25.00	$7,000.00								$7,000.00
16.00	16' wide Intruder Resistant Double Chainlink Fence Gate	1	ea	$1,600.00	$1,600.00								$1,600.00
17.00	4' Wide Walk-In Intruder resistant Chainlink Fence Gate	1	ea	$550.00	$550.00								$550.00
18.00	Demolish Existing Lift station	1	ls	$5,300.00	$5,300.00								$5,300.00
19.00	Lift station Site Grading	1	ls	$5,000.00	$5,000.00								$5,000.00
20.00	Clearing & Grubbing for Lift Station Site	1	ls	$3,650.00	$3,650.00	1	$3,650.00				$3,650.00	100.0%	
21.00	Erosion Control Matting	500	sy	$2.40	$1,200.00	500	$1,200.00				$1,200.00	100.0%	
22.00	Filter Fabric Fence	600	lft	$1.20	$720.00	600	$720.00				$720.00	100.0%	
23.00	Hydromulch	1	ac	$4,800.00	$4,800.00								$4,800.00
24.00	Excavation Safety	1	ls	$600.00	$600.00	1	$600.00				$600.00	100.0%	
25.00	Trench Safety	221	lft	$12.00	$2,652.00								$2,652.00
26.00	Foundation Material for Trench	10	cy	$48.00	$480.00								$480.00
27.00	concrete Sidewalk	26	sy	$54.00	$1,404.00								$1,404.00
28.00	Diesel Standby Generator and ATS	1	ls	$70,000.00	$70,000.00								$70,000.00
29.00	Electrical and Controls	1	ls	$70,000.00	$70,000.00	0.43	$30,100.00				$30,100.00	43.0%	$39,900.00
30.00	Electrical Service Improvements by Oncor	1	Al	$45,247.10	$45,247.10	1	$45,247.10				$45,247.10	100.0%	
31.00	Miscellaneous Allowance	1	Al	$28,697.62	$28,697.62								$28,697.62
	ALTERNATE NO. 1 (All Weather Access Rd)												
2.01	Mobilization, Insurance, and Bonds	1	LS	$1,500.00	$1,500.00	1	$1,500.00				$1,500.00	100.0%	
2.02	Care of Water During Construction	1	LS	$1,200.00	$1,200.00	1	$1,200.00				$1,200.00	100.0%	
2.03	Remove Existing Gravel Access Road	643	Sy	$6.00	$3,858.00								$3,858.00
2.04	Sawcut and Remove Concrete Curb	25	Sy	$24.00	$600.00								$600.00
2.05	Sawcut and Remove Concrete Apron	42	Sy	$24.00	$1,008.00	42	$1,008.00				$1,008.00	100.0%	
2.06	Concrete Driveway Apron	29	Sy	$72.00	$2,088.00	29	$2,088.00				$2,088.00	100.0%	
2.07	concrete Curb & Gutter	36	lf	$12.00	$432.00								$432.00
2.08	16' Sreel Gate Assembly	1	ea	$1,000.00	$1,000.00								$1,000.00
2.09	Barbed Wire Fence repair	103	lf	$12.00	$1,236.00								$1,236.00
2.10	Site Preparation & Grading	20.11	sta	$500.00	$10,055.00	20.11	$10,055.00				$10,055.00	100.0%	
2.11	18" Class IV RCP	105	lf	$120.00	$12,600.00	105	$12,600.00				$12,600.00	100.0%	
2.12	All Weather Access Road	3533	sy	$24.00	$84,792.00	3533	$84,792.00				$84,792.00	100.0%	
2.13	Clearing & Grubbing for Access Road	1.2	ac	$7,000.00	$8,400.00	1.2	$8,400.00				$8,400.00	100.0%	
2.14	Erosion Control Matting	2230	sy	$0.55	$1,226.50	2230	$1,226.50				$1,226.50	100.0%	

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Palestine Hospital Lift Station										Application Number:	5	
Application Period:	8/1/21-8/31/21										Application Date:	9/2/2021	
A					B	C	D	E	F	G	H		
Item		Contract Information				Qty Previously Billed	Amount Previously Billed	Qty This Period	Amount This Period	Materials Presently Stored (not in C)	Total Completed and Stored to Date (E + G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)								
2.15	Filter Fabric Fence	2500	lf	$1.20	$3,000.00	2500	$3,000.00				$3,000.00	100.0%	
2.16	Hydromulch	1.65	ac	$4,500.00	$7,425.00								$7,425.00
	ALTERNATE NO. 2 (Waterline)												
3.01	Mobilization, Insurance, and Bonds	1	LS	$2,000.00	$2,000.00	1	$2,000.00				$2,000.00	100.0%	
3.02	Care of Water During Construction	1	LS	$600.00	$600.00	1	$600.00				$600.00	100.0%	
3.03	Waterline Disinfection & Testing	1	ls	$600.00	$600.00								$600.00
3.04	2" ASTM D2241 SDR 17 PVC	2129	lf	$7.00	$14,903.00	2000	$14,000.00				$14,000.00	93.9%	$903.00
3.05	2" Gate Valve Assembly	2	ea	$480.00	$960.00								$960.00
3.06	Yard Hydrant Assembly	1	ea	$500.00	$500.00								$500.00
3.07	Connect to Existing Waterline	1	ea	$1,000.00	$1,000.00	1	$1,000.00				$1,000.00	100.0%	
3.08	Trench Safety	2129	lf	$1.00	$2,129.00	2129	$2,129.00				$2,129.00	100.0%	
3.09	Pressure Reducing Valce Assembly (Field order #1)	1	ea	$2,385.28	$2,385.28	$1.00	$2,385.28				$2,385.28	100.0%	
	Totals				**$1,245,000.00**		**$438,779.11**		**$167,313.87**		**$606,092.98**	48.7%	**$638,907.03**

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Stored Material Summary

Contractor's Application

For (Contract):	Palestine Hospital Lift Station	Application Number:	5
Application Period:	8/1/21-8/31/21	Application Date:	9/2/2021

A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
13.00	27242		OMI Crane	Materials for jib crane and hoist	7/2021	$28,183.50		$28,183.50			$28,183.50

City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04237 **Date:** 07/12/2021

Request # : 20-04310 **Vendor # :** 01-05339

ISSUED TO: MCINNIS BROTHERS CONSTRUCTION
119 PEARL STREET
MINDEN, LA 71055

SHIP TO: WATER PLANT CITY OF PALESTINE
800 ACR 3722
PALESTINE, TX 75801
PLANT OPERATOR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	NEW HOSPITAL LIFT STATIO CONSTRUCTION OF NEW HOSPITAL LIFT STATION	610-5-110-7440.009	013	0.00	1,030,171.18
					TOTAL	1,030,171.18

Teresa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Palestine Hospital Lift Station	Application Number:	1
Application Period:	4/5/21-4/28/21	Application Date:	4/28/2021

A					B	C	D	E	F	G	H		
Item		Contract Information											
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)	Qty Previously Billed	Amount Previously Billed	Qty This Period	Amount This Period	Materials Presently Stored (not in C)	Total Completed and Stored to Date (E + G)	% (H / B)	Balance to Finish (B - H)
	BASE BID												
1.00	Mobilization, Insurance, and Bonds	1	LS	$50,000.00	$50,000.00			0.5	$25,000.00		$25,000.00	50.0%	$25,000.00
2.00	Care of Water	1	LS	$50,000.00	$50,000.00								$50,000.00
3.00	SWPPP	1	LS	$1,000.00	$1,000.00			1	$1,000.00		$1,000.00	100.0%	
4.00	Temporary Bypass Pumping	1	LS	$10,000.00	$10,000.00								$10,000.00
5.00	Gravity Sewer and Manhole Testing	1	ls	$1,200.00	$1,200.00								$1,200.00
6.00	Force Main Testing	1	ls	$1,200.00	$1,200.00								$1,200.00
7.00	connect to Existing Gravity Sewer	1	ea	$7,500.00	$7,500.00								$7,500.00
8.00	Connect to Existing Force Main	1	ea	$7,500.00	$7,500.00								$7,500.00
9.00	48" Manhole	2	ea	$8,000.00	$16,000.00								$16,000.00
10.00	15" SDR 26 PVC Gravity Sewer Line	104	lft	$115.00	$11,960.00								$11,960.00
11.00	12" C900 PVC Force main	117	lft	$60.00	$7,020.00								$7,020.00
12.00	Sanitary Sewer Lift station	1	ls	$614,851.50	$614,851.50								$614,851.50
13.00	Jib Crane, Hoist & Foundation	1	ls	$40,000.00	$40,000.00								$40,000.00
14.00	Rock for Lift Station Site	580	sy	$15.00	$8,700.00								$8,700.00
15.00	6' Intruder Resistant Chainlink Fence	280	lft	$25.00	$7,000.00								$7,000.00
16.00	16' wide Intruder Resistant Double Chainlink Fence Gate	1	ea	$1,600.00	$1,600.00								$1,600.00
17.00	4' Wide Walk-In Intruder resistant Chainlink Fence Gate	1	ea	$550.00	$550.00								$550.00
18.00	Demolish Existing Lift station	1	ls	$5,300.00	$5,300.00								$5,300.00
19.00	Lift station Site Grading	1	ls	$5,000.00	$5,000.00								$5,000.00
20.00	Clearing & Grubbing for Lift Station Site	1	ls	$3,650.00	$3,650.00			1	$3,650.00		$3,650.00	100.0%	
21.00	Erosion Control Matting	500	sy	$2.40	$1,200.00								$1,200.00
22.00	Filter Fabric Fence	600	lft	$1.20	$720.00								$720.00
23.00	Hydromulch	1	ac	$4,800.00	$4,800.00								$4,800.00
24.00	Excavation Safety	1	ls	$600.00	$600.00								$600.00
25.00	Trench Safety	221	lft	$12.00	$2,652.00								$2,652.00
26.00	Foundation Material for Trench	10	cy	$48.00	$480.00								$480.00
27.00	concrete Sidewalk	26	sy	$54.00	$1,404.00								$1,404.00
28.00	Diesel Standby Generator and ATS	1	ls	$70,000.00	$70,000.00								$70,000.00
29.00	Electrical and Controls	1	ls	$70,000.00	$70,000.00								$70,000.00
30.00	Electrical Service Improvements by Oncor	1	Al	$30,000.00	$30,000.00								$30,000.00
31.00	Miscellaneous Allowance	1	Al	$50,000.00	$50,000.00								$50,000.00
	ALTERNATE NO. 1 (All Weather Access Rd)												
2.01	Mobilization, Insurance, and Bonds	1	LS	$1,500.00	$1,500.00			1	$1,500.00		$1,500.00	100.0%	
2.02	Care of Water During Construction	1	LS	$1,200.00	$1,200.00			1	$1,200.00		$1,200.00	100.0%	
2.03	Remove Existing Gravel Access Road	643	Sy	$6.00	$3,858.00								$3,858.00
2.04	Sawcut and Remove Concrete Curb	25	Sy	$24.00	$600.00								$600.00
2.05	Sawcut and Remove Concrete Apron	42	Sy	$24.00	$1,008.00			42	$1,008.00		$1,008.00	100.0%	
2.06	Concrete Driveway Apron	29	Sy	$72.00	$2,088.00								$2,088.00
2.07	concrete Curb & Gutter	36	lf	$12.00	$432.00								$432.00
2.08	16' Sreel Gate Assembly	1	ea	$1,000.00	$1,000.00								$1,000.00
2.09	Barbed Wire Fence repair	103	lf	$12.00	$1,236.00								$1,236.00
2.10	Site Preparation & Grading	20.11	sta	$500.00	$10,055.00			20.11	$10,055.00		$10,055.00	100.0%	
2.11	18" Class IV RCP	105	lf	$120.00	$12,600.00			105	$12,600.00		$12,600.00	100.0%	
2.12	All Weather Access Road	3533	sy	$24.00	$84,792.00			2800	$67,200.00		$67,200.00	79.3%	$17,592.00
2.13	Clearing & Grubbing for Access Road	1.2	ac	$7,000.00	$8,400.00			1.2	$8,400.00		$8,400.00	100.0%	
2.14	Erosion Control Matting	2230	sy	$0.55	$1,226.50								$1,226.50

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Palestine Hospital Lift Station										Application Number:	1		
Application Period:	4/5/21-4/28/21										Application Date:	4/28/2021		
A					B	C	D	E	F	G	H		
Item		Contract Information				Qty Previously Billed	Amount Previously Billed	Qty This Period	Amount This Period	Materials Presently Stored (not in C)	Total Completed and Stored to Date (E + G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)								
2.15	Filter Fabric Fence	2500	lf	$1.20	$3,000.00								$3,000.00
2.16	Hydromulch	1.65	ac	$4,500.00	$7,425.00								$7,425.00
	ALTERNATE NO. 2 (Waterline)												
3.01	Mobilization, Insurance, and Bonds	1	LS	$2,000.00	$2,000.00								$2,000.00
3.02	Care of Water During Construction	1	LS	$600.00	$600.00								$600.00
3.03	Waterline Disinfection & Testing	1	ls	$600.00	$600.00								$600.00
3.04	2" ASTM D2241 SDR 17 PVC	2129	lf	$7.00	$14,903.00								$14,903.00
3.05	2" Gate Valve Assembly	2	ea	$480.00	$960.00								$960.00
3.06	Yard Hydrant Assembly	1	ea	$500.00	$500.00								$500.00
3.07	Connect to Existing Waterline	1	ea	$1,000.00	$1,000.00								$1,000.00
3.08	Trench Safety	2129	lf	$1.00	$2,129.00								$2,129.00
	Totals				**$1,245,000.00**				**$131,613.00**		**$131,613.00**	10.6%	**$1,113,387.00**

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Stored Material Summary

Contractor's Application

For (Contract):	Palestine Hospital Lift Station	Application Number:	1
Application Period:	4/5/21-4/28/21	Application Date:	4/28/2021

A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
				Totals							

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THE CITY OF PALESTINE TEXAS 1846

Agenda Date:	January 11, 2021
To:	City Council
From:	Lisa Phillips, Public Works Admin
Agenda Item:	Consider awarding Bid for Hospital Lift Station
Date Submitted:	01/08/2021

SUMMARY:

Discuss and consider bid tabulations (attached) for Hospital Lift Station as attached. McInnis Brothers Construction, Inc. of Minden, Louisiana submitted the low total bid in the amount of $1,245,000.00.

RECOMMENDED ACTION:

Recommend awarding Bid to McInnis Brothers Contruction, Inc., as KSA Project Manager, Jeremy Orr, noted, "From the review of the information provided in the bid proposal, and KSA's prior experience with the Contractor, the low bidder appears qualified to perform the work required and is capable of successfully completing the project".

CITY MANAGER APPROVAL:

Attachments

KSA Hospital Lift Station Bid Tabulations

KSA

6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

December 15, 2020

Ms. Teresa Herrera
Interim City Manager/City Secretary
City of Palestine
504 N. Queen Street
Palestine, TX 75801

via email

RE: ***City of Palestine***
Hospital Lift Station Improvements
KSA Project No. PA.049
Award Consideration & Bid Tabulation

Dear Ms. Herrera:

Sealed bids were received, publicly opened, and read aloud for the above referenced project on Monday, December 14, 2020 at 5:30 P.M. at Palestine City Hall during the Council Meeting. A total of five (5) bids were received, as shown on the attached bid tabulation.

The notification and advertising process for this bid included advertisement in the local newspaper, electronic notifications to contractors and subcontractors known to perform this type of work, and presentation of the plans and specifications on www.civcastusa.com.

McInnis Brothers Construction, Inc. of Minden, Louisiana submitted the low total bid in the amount of $1,245,000.00

From the review of the information provided in the bid proposal, and KSA's prior experience with the Contractor, the low bidder appears qualified to perform the work required and is capable of successfully completing the project.

Sincerely,

KSA

Jeremy R. Orr, P.E.
Project Manager

Enclosure: Bid Tabulation

cc: Felipe Garcia, Utilities Director

BID TABULATION

City of Palestine Hospital Lift Station Improvements KSA Project No. PA.049 Bid Date: December 14, 2020				04 Legion Development, LLC 2522 Shell Road, Suite A Georgetown, TX 78628 512-688-5125		05 Gracon Construction P.O. Box 360039 Dallas, TX 75336 972-222-8533	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance, and Bonds	LS	1	$60,000.00	$60,000.00	$64,500.00	$64,500.00
1.02	Care of Water During Construction	LS	1	$34,500.00	$34,500.00	$15,000.00	$15,000.00
1.03	Stormwater Pollution Prevention	LS	1	$2,050.00	$2,050.00	$1,000.00	$1,000.00
1.04	Temporary Bypass Pumping	LS	1	$19,600.00	$19,600.00	$5,000.00	$5,000.00
1.05	Gravity Sewer and Manhole Testing	LS	1	$4,600.00	$4,600.00	$400.00	$400.00
1.06	Force main Testing	LS	1	$4,600.00	$4,600.00	$300.00	$300.00
1.07	Connect to Existing Gravity Sewer	EA	1	$6,200.00	$6,200.00	$1,200.00	$1,200.00
1.08	Connect to Existing Force Main	EA	1	$5,800.00	$5,800.00	$1,200.00	$1,200.00
1.09	48-in Diameter Manhole	EA	2	$7,350.00	$14,700.00	$5,200.00	$10,400.00
1.10	15-in SDR 26 PVC Gravity Sewer Line	LF	104	$100.96	*$10,499.84	$115.00	$11,960.00
1.11	12-in C900 PVC Force Main	LF	117	$115.39	*$13,500.63	$115.00	$13,455.00
1.12	Sanitary Sewer Lift Station	LS	1	$690,000.00	$690,000.00	$855,840.00	$855,840.00
1.13	Jib Crane, Hoist, and Foundation	LS	1	$50,500.00	$50,500.00	$34,000.00	$34,000.00
1.14	Rock for Lift Station Site	SY	580	$23.00	$13,340.00	$21.00	$12,180.00
1.15	6-ft Intruder Resistant Chainlink Fence	LF	280	$30.50	$8,540.00	$30.00	$8,400.00
1.16	15-ft Wide Intruder Resistance Double	EA	1	$2,000.00	$2,000.00	$1,800.00	$1,800.00
1.17	4-ft Wide Walk-in Intruder Resistant Chainlink	EA	1	$1,000.00	$1,000.00	$600.00	$600.00
1.18	Demolish Existing Lift Station	LS	1	$29,600.00	$29,600.00	$13,000.00	$13,000.00
1.19	Lift Station Site Grading	LS	1	$11,200.00	$11,200.00	$5,000.00	$5,000.00
1.20	Clearing and Grubbing for Lift Station Site	LS	1	$5,600.00	$5,600.00	$4,000.00	$4,000.00
1.21	Erosion Control Matting	SY	500	$2.40	$1,200.00	$2.00	$1,000.00
1.22	Filter Fabric Fence	LF	600	$2.33	*$1,398.00	$2.00	$1,200.00
1.23	Hydromulch	AC	1.00	$6,300.00	$6,300.00	$11,500.00	$11,500.00
1.24	Excavation Safety	LS	1	$32,000.00	$32,000.00	$1,000.00	$1,000.00
1.25	Trench Safety	LF	221	$18.50	*$4,088.50	$5.00	$1,105.00
1.26	Foundation Material for Trench	CY	10	$190.00	$1,900.00	$150.00	$1,500.00
1.27	Concrete Sidewalk	SY	26	$285.00	$7,410.00	$140.00	$3,640.00
1.28	Diesel Standby Generator and ATS	LS	1	$79,500.00	$79,500.00	$103,000.00	$103,000.00
1.29	Electrical and Controls	LS	1	$93,000.00	$93,000.00	$79,000.00	$79,000.00
1.30	Electrical Service Improvements by Oncor	AL	1	$30,000.00	$30,000.00	$30,000.00	$30,000.00
1.31	Miscellaneous Allowance	AL	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00
			SUBTOTAL:		*$1,294,626.97		$1,342,180.00
ADDITIVE ALTERNATE 1 - ALL WEATHER ACCESS ROAD							
2.01	Mobilization, Insurance, and Bonds	LS	1	$9,600.00	$9,600.00	$17,800.00	$17,800.00
2.02	Care of Water During Construction	LS	1	$7,000.00	$7,000.00	$1,000.00	$1,000.00
2.03	Remove Existing Gravel Access Road	SY	643	$30.33	*$19,502.19	$5.00	$3,215.00
2.04	Sawcut and Remove Concrete Curb	SY	25	$120.00	$3,000.00	$105.00	$2,625.00
2.05	Sawcut and Remove Concrete Apron	SY	42	$125.00	$5,250.00	$60.00	$2,520.00
2.06	Concrete Driveway Apron	SY	29	$120.69	*$3,500.01	$250.00	*$7,250.00
2.07	Concrete Curb and Gutter	LF	36	$119.44	*$4,299.84	$100.00	$3,600.00
2.08	16-ft Steel Gate Assembly	EA	1	$12,000.00	$12,000.00	$1,000.00	$1,000.00
2.09	Barbed Wire Fence Repair	LF	103	$58.25	*$5,999.75	$7.00	$721.00
2.10	Site Preparation and Grading	STA	20.11	$9,700.00	*$195,067.00	$8,575.00	$172,443.25
2.11	18-in Class IV RCP	LF	105	$113.33	*$11,899.65	$110.00	$11,550.00
2.12	All Weather Access Road	SY	3,533	$6.79	*$23,989.07	$21.00	$74,193.00
2.13	Clearing and Grubbing for Access Road	AC	1.20	$6,166.67	$7,400.00	$25,000.00	$30,000.00
2.14	Erosion Control Matting	SY	2,230	$2.28	*$5,084.40	$2.00	$4,460.00
2.15	Filter Fabric Fence	LF	2,500	$2.24	$5,600.00	$2.00	$5,000.00
2.16	Hydromulch	AC	1.65	$6,303.03	$10,400.00	$12,000.00	$19,800.00
			SUBTOTAL:		*$329,591.91		$357,177.25
ADDITIVE ALTERNATE 2 - WATERLINE							
3.01	Mobilization, Insurance, and Bonds	LS	1	$6,000.00	$6,000.00	$2,700.00	$2,700.00
3.02	Care of Water During Construction	LS	1	$1,500.00	*$1,500.00	$500.00	$500.00
3.03	Waterline Disinfection and Testing	LS	1	$3,000.00	$3,000.00	$1,000.00	$1,000.00
3.04	2-in ASTM D2241 SDR 17 PVC Waterline	LF	2,129	$11.27	*$23,993.83	$20.00	$42,580.00
3.05	2-in Gate Valve Assembly	EA	2	$1,950.00	$3,900.00	$1,000.00	$2,000.00
3.06	Yard Hydrant Assembly	EA	1	$3,200.00	$3,200.00	$700.00	$700.00
3.07	Connect to Existing Waterline	EA	1	$5,200.00	$5,200.00	$4,000.00	$4,000.00
3.08	Trench Safety	LF	2,129	$5.00	$10,645.00	$0.50	$1,064.50
			SUBTOTAL:		*$57,438.83		$54,544.50
TOTAL BID AMOUNT (BASE BID & ADDTIVE ALTERNATE 1&2:					***$1,681,657.71**		**$1,753,901.75**

*Error noted by KSA

BID TABULATION

City of Palestine Hospital Lift Station Improvements KSA Project No. PA.049 Bid Date: December 14, 2020				01 McInnis Brothers Construction 119 Pearl Street Minden, LA 71055 318-377-6134		02 Doughtie Construction Co., Inc P.O. Box 1233 Huntsville, TX 77342 936-295-9420		03 Western Municipal Construction of Texas, LLC. 402 Gulf Ave. Justin, TX 76247 940-648-0020	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID									
1.01	Mobilization, Insurance, and Bonds	LS	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$55,000.00	$55,000.00
1.02	Care of Water During Construction	LS	1	$50,000.00	$50,000.00	$1,500.00	$1,500.00	$47,000.00	$47,000.00
1.03	Stormwater Pollution Prevention	LS	1	$1,000.00	$1,000.00	$3,500.00	$3,500.00	$2,300.00	$2,300.00
1.04	Temporary Bypass Pumping	LS	1	$10,000.00	$10,000.00	$15,000.00	$15,000.00	$65,000.00	$65,000.00
1.05	Gravity Sewer and Manhole Testing	LS	1	$1,200.00	$1,200.00	$850.00	$850.00	$2,300.00	$2,300.00
1.06	Force main Testing	LS	1	$1,200.00	$1,200.00	$575.00	$575.00	$160.00	$160.00
1.07	Connect to Existing Gravity Sewer	EA	1	$7,500.00	$7,500.00	$2,105.00	$2,105.00	$6,000.00	$6,000.00
1.08	Connect to Existing Force Main	EA	1	$7,500.00	$7,500.00	$2,100.00	$2,100.00	$6,000.00	$6,000.00
1.09	48-in Diameter Manhole	EA	2	$8,000.00	$16,000.00	$6,500.00	$13,000.00	$8,000.00	$16,000.00
1.10	15-in SDR 26 PVC Gravity Sewer Line	LF	104	$115.00	$11,960.00	$85.00	$8,840.00	$150.00	$15,600.00
1.11	12-in C900 PVC Force Main	LF	117	$60.00	$7,020.00	$90.00	$10,530.00	$160.00	$18,720.00
1.12	Sanitary Sewer Lift Station	LS	1	$614,851.50	$614,851.50	$645,452.00	$645,452.00	$580,000.00	$580,000.00
1.13	Jib Crane, Hoist, and Foundation	LS	1	*$40,000.00	$40,000.00	$48,625.00	$48,625.00	$20,000.00	$20,000.00
1.14	Rock for Lift Station Site	SY	580	$15.00	$8,700.00	$23.80	$13,804.00	$20.00	$11,600.00
1.15	6-ft Intruder Resistant Chainlink Fence	LF	280	$25.00	$7,000.00	$31.25	$8,750.00	*$55.00	$15,400.00
1.16	15-ft Wide Intruder Resistance Double	EA	1	$1,600.00	$1,600.00	$2,000.00	$2,000.00	$3,400.00	$3,400.00
1.17	4-ft Wide Walk-in Intruder Resistant Chainlink	EA	1	$550.00	$550.00	$685.00	$685.00	$625.00	$625.00
1.18	Demolish Existing Lift Station	LS	1	$5,300.00	$5,300.00	$5,000.00	$5,000.00	$36,000.00	$36,000.00
1.19	Lift Station Site Grading	LS	1	$5,000.00	$5,000.00	$12,500.00	$12,500.00	$13,000.00	$13,000.00
1.20	Clearing and Grubbing for Lift Station Site	LS	1	$3,650.00	$3,650.00	$1,500.00	$1,500.00	$18,000.00	$18,000.00
1.21	Erosion Control Matting	SY	500	$2.40	$1,200.00	$1.65	$825.00	$2.00	$1,000.00
1.22	Filter Fabric Fence	LF	600	$1.20	$720.00	$2.25	$1,350.00	$2.00	$1,200.00
1.23	Hydromulch	AC	1.00	$4,800.00	$4,800.00	$3,205.00	$3,205.00	$4,000.00	$4,000.00
1.24	Excavation Safety	LS	1	$600.00	$600.00	$21,000.00	$21,000.00	$1,700.00	$1,700.00
1.25	Trench Safety	LF	221	$12.00	$2,652.00	$5.00	$1,105.00	$2.00	$442.00
1.26	Foundation Material for Trench	CY	10	$48.00	$480.00	$65.00	$650.00	$60.00	$600.00
1.27	Concrete Sidewalk	SY	26	$54.00	$1,404.00	$85.00	$2,210.00	$180.00	$4,680.00
1.28	Diesel Standby Generator and ATS	LS	1	$70,000.00	$70,000.00	$88,465.00	$88,465.00	$102,000.00	$102,000.00
1.29	Electrical and Controls	LS	1	$70,000.00	$70,000.00	$112,125.00	$112,125.00	$144,000.00	$144,000.00
1.30	Electrical Service Improvements by Oncor	AL	1	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00	$30,000.00
1.31	Miscellaneous Allowance	AL	1	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00	$50,000.00
			SUBTOTAL:		$1,081,887.50		$1,157,251.00		$1,271,727.00
ADDITIVE ALTERNATE 1 - ALL WEATHER ACCESS ROAD									
2.01	Mobilization, Insurance, and Bonds	LS	1	$1,500.00	$1,500.00	$7,450.00	$7,450.00	$9,000.00	$9,000.00
2.02	Care of Water During Construction	LS	1	$1,200.00	$1,200.00	$2,000.00	$2,000.00	$500.00	$500.00
2.03	Remove Existing Gravel Access Road	SY	643	$6.00	$3,858.00	$7.00	$4,501.00	$5.00	$3,215.00
2.04	Sawcut and Remove Concrete Curb	SY	25	$24.00	$600.00	$25.00	$625.00	$30.00	$750.00
2.05	Sawcut and Remove Concrete Apron	SY	42	$24.00	$1,008.00	$36.00	$1,512.00	$7.00	$294.00
2.06	Concrete Driveway Apron	SY	29	$72.00	$2,088.00	$65.00	$1,885.00	$145.00	$4,205.00
2.07	Concrete Curb and Gutter	LF	36	$12.00	$432.00	$18.00	$648.00	$47.00	$1,692.00
2.08	16-ft Steel Gate Assembly	EA	1	$1,000.00	$1,000.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00
2.09	Barbed Wire Fence Repair	LF	103	$12.00	$1,236.00	$7.00	$721.00	$19.00	$1,957.00
2.10	Site Preparation and Grading	STA	20.11	$500.00	$10,055.00	$2,115.00	$42,532.65	$1,760.00	$35,393.60
2.11	18-in Class IV RCP	LF	105	$120.00	$12,600.00	$65.00	$6,825.00	$105.00	$11,025.00
2.12	All Weather Access Road	SY	3,533	$24.00	$84,792.00	$19.50	$68,893.50	$14.00	$49,462.00
2.13	Clearing and Grubbing for Access Road	AC	1.20	$7,000.00	$8,400.00	$9,500.00	$11,400.00	$15,000.00	$18,000.00
2.14	Erosion Control Matting	SY	2,230	$0.55	$1,226.50	$1.65	$3,679.50	$3.00	$6,690.00
2.15	Filter Fabric Fence	LF	2,500	$1.20	$3,000.00	$2.25	$5,625.00	$2.00	$5,000.00
2.16	Hydromulch	AC	1.65	$4,500.00	$7,425.00	$3,205.00	$5,288.25	$4,300.00	$7,095.00
			SUBTOTAL:		$140,420.50		$166,085.90		$156,778.60
ADDITIVE ALTERNATE 2 - WATERLINE									
3.01	Mobilization, Insurance, and Bonds	LS	1	$2,000.00	$2,000.00	$975.00	$975.00	$4,000.00	$4,000.00
3.02	Care of Water During Construction	LS	1	$600.00	$600.00	$500.00	$500.00	$2,400.00	$2,400.00
3.03	Waterline Disinfection and Testing	LS	1	$600.00	$600.00	$1,150.00	$1,150.00	$3,600.00	$3,600.00
3.04	2-in ASTM D2241 SDR 17 PVC Waterline	LF	2,129	$7.00	$14,903.00	$6.85	$14,583.65	$17.00	$36,193.00
3.05	2-in Gate Valve Assembly	EA	2	$480.00	$960.00	$500.00	$1,000.00	$900.00	$1,800.00
3.06	Yard Hydrant Assembly	EA	1	$500.00	$500.00	$750.00	$750.00	$1,000.00	$1,000.00
3.07	Connect to Existing Waterline	EA	1	$1,000.00	$1,000.00	$950.00	$950.00	$2,700.00	$2,700.00
3.08	Trench Safety	LF	2,129	$1.00	$2,129.00	$0.15	$319.35	$2.00	$4,258.00
			SUBTOTAL:		$22,692.00		$20,228.00		$55,951.00
TOTAL BID AMOUNT (BASE BID & ADDTIVE ALTERNATE 1&2:					**$1,245,000.00**		**$1,343,564.90**		**$1,484,456.60**

Compiled by:

KSA

TBPE Firm Registration No. F-1356

Jeremy R. Orr, P.E.
Project Manager

*Error noted by KSA

PROGRESS ESTIMATE

KSA
6781 OAK HILL BLVD
TYLER, TX 75703

Estimate No.: 3

Date: August 5, 2021
Project: WTP Standby Power Improvements
Period: From: 7/1/21 To: 7/31/21
Contractor: McGinnis Brothers Construction, Inc.
Address: 119 Pearl St. Minden, LA 71055
Amount of Contract as Awarded: $1,844,000.00

Change Orders:

#1 $		#6 $	
#2 $		#7 $	
#3 $		#8 $	
#4 $		#9 $	
#5 $		#10 $	

Total Change Orders: $0.00
Total Adjusted Contract: $1,844,000.00

Notice to Proceed Date: May 3, 2021
Contract Time: 360 Days
% Complete (Time) 26.11%
% Complete ($) 14%
Project No: PA.050

PREVIOUS PAYMENTS AUTHORIZED

#1	83,600.00	#10	
#2	78,850.00	#11	
#3		#12	
#4		#13	
#5		#14	
#6		#15	
#7		#16	
#8		#17	
#9		#18	

Total Payments Previously Authorized: $162,450.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
1.01	Mobilization, Insurance, and Bonds	LS	1	0.75	0.25	1.00	$110,000.00	110,000.00
1.02	Care of water During Construction	LS	1	1.00		1.00	$1,000.00	1,000.00
1.03	Stormwater Pollution Prevention	LS	1	1.00		1.00	$1,500.00	1,500.00
1.04	Diesel Generator and Access Platform	LS	1	0.00		0.00	$523,780.00	0.00
1.05	Automatic Transfer Switch	LS	1	0.00		0.00	$200,000.00	0.00
1.06	2400-VAC Switchgear	LS	1	0.00	0.12	0.12	$450,000.00	54,000.00
1.07	Concrete Electrical Building	LS	1	0.00		0.00	$100,000.00	0.00
1.08	Concrete Foundation for Electrical Building	LS	1	0.30		0.30	$25,000.00	7,500.00
1.09	Concrete Foundation for Generator and Platforms	LS	1	0.30		0.30	$25,000.00	7,500.00
1.10	Concrete Foundation for ATS, Transformers, and	LS	1	0.30		0.30	$25,000.00	7,500.00
1.11	Concrete Sidewalk	SY	167	0.00		0.00	$60.00	0.00
1.12	Sawcut and Repair Curb and Gutter	LF	24	0.00		0.00	$100.00	0.00
1.13	Sawcut and Repair Concrete Pavement	SY	41	15.00		15.00	$100.00	1,500.00
1.14	Demolition	LS	1	0.00		0.00	$20,000.00	0.00
1.15	Electrical and Controls	LS	1	0.31		0.31	$200,000.00	62,000.00
1.16	SCADA Specialist Allowance	AL	1	0.00		0.00	$40,000.00	0.00
1.17	Finish Grading	LS	1	0.00		0.00	$2,000.00	0.00
1.18	Hydromulch	AC	1.20	0.00		0.00	$3,500.00	0.00
1.19	Miscellaneous Allowance	AL	1	0.00		0.00	$100,000.00	0.00

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer represents to the Owner that to the best of the Engineer's knowledge, information and belief, the Work (excluding trench safety) has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the ***AMOUNT PAYABLE.*** *The Contractor is solely responsible for trench safety and as such, the Engineer makes no representation that this pay item has been performed in a manner consistent with the Contract Documents.*

KSA

By

Date 8-6-2021

Approved:

By

Date August 10, 2021

Total Amount to Date	$252,500.00
Material on Hand	$0.00
	$252,500.00
Less 5 % Retainage	$12,625.00
Net Total	$239,875.00
Less Previous Payments	$162,450.00
Amount Payable to Contractor This Estimate	**$77,425.00**

/\\ksa-tly-server3\Projects\Projects\PA050\400 Construction\04 Contractor Payment Application\PE 3\PA050 PE 3

Contractors Application for Payment No. 3

	Application Period: 7/1/21-7/31/21	Application Date: 8/4/2021
To (Owner): City of Palestine, TX	From (Contractor): McInnis Brothers Construction	Via (Engineer): KSA
Project: Palestine WTP Standby Power Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.: 2438	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		
2		
3		
4		
5		
6		
7		
8		
9		
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE		$1,844,000.00
2. Net change by Change Orders		
3. Current Contract Price (Line 1 ± 2)		$1,844,000.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)		$252,500.00
5. RETAINAGE:		
a. 5% X $252,500.00 Work Completed		$12,625.00
b. 5% X Stored Material		
c. Total Retainage (Line 5.a + Line 5.b)		$12,625.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)		$239,875.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		$162,450.00
8. AMOUNT DUE THIS APPLICATION		$77,425.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)		$1,604,125.00

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Marcus Long	Date: 8/4/2021

Payment of: $ $77,425.00
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ 77,425.00
(Line 8 or other - attach explanation of the other amount)

is approved by: Rico Herrera 8/10/21
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Palestine WTP Standby Power Improvements	Application Number:	3
Application Period:	7/1/21-7/31/21	Application Date:	8/4/2021

A					B	C	D	E	F	G	H		
Item		Contract Information											
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)	Qty Previously Billed	Amount Previously Billed	Qty This Period	Amount This Period	Materials Presently Stored (not in C)	Total Completed and Stored to Date (E + G)	% (H / B)	Balance to Finish (B - H)
	BASE BID												
1.00	Mobilization, Insurance, and Bonds	1	LS	$110,000.00	$110,000.00	0.75	$82,500.00	0.25	$27,500.00		$110,000.00	100.0%	
2.00	Care of Water	1	LS	$1,000.00	$1,000.00	1	$1,000.00				$1,000.00	100.0%	
3.00	SWPPP	1	LS	$1,500.00	$1,500.00	1	$1,500.00				$1,500.00	100.0%	
4.00	Diesel Generator and Access Platform	1	LS	$523,780.00	$523,780.00								$523,780.00
5.00	Automatic Transfer Switch	1	LS	$200,000.00	$200,000.00								$200,000.00
6.00	2400-vac Switchgear	1	LS	$450,000.00	$450,000.00			0.12	$54,000.00		$54,000.00	12.0%	$396,000.00
7.00	Concrete Electrical Building	1	LS	$100,000.00	$100,000.00								$100,000.00
8.00	Concrete Foundation for Electrical Building Foundation	1	LS	$25,000.00	$25,000.00	0.3	$7,500.00				$7,500.00	30.0%	$17,500.00
9.00	Concrete Foundation for Generator and Platforms	1	LS	$25,000.00	$25,000.00	0.3	$7,500.00				$7,500.00	30.0%	$17,500.00
10.00	Concrete Foundation for ATS, Transformers, MPZ	1	LS	$25,000.00	$25,000.00	0.3	$7,500.00				$7,500.00	30.0%	$17,500.00
11.00	concrete Sidewalk	167	SY	$60.00	$10,020.00								$10,020.00
12.00	Sawcut and Repair Curb and Gutter	24	LF	$100.00	$2,400.00								$2,400.00
13.00	Sawcut and Repair Concrete Pavement	41	SY	$100.00	$4,100.00	15	$1,500.00				$1,500.00	36.6%	$2,600.00
14.00	Demolition	1	LS	$20,000.00	$20,000.00								$20,000.00
15.00	Electrical and Controls	1	LS	$200,000.00	$200,000.00	0.31	$62,000.00				$62,000.00	31.0%	$138,000.00
16.00	SCADA Specialist Allowance	1	AL	$40,000.00	$40,000.00								$40,000.00
17.00	Finish Grading	1	LS	$2,000.00	$2,000.00								$2,000.00
18.00	Hydromulch	1.2	AC	$3,500.00	$4,200.00								$4,200.00
19.00	Miscellaneous Allowance	1	AL	$100,000.00	$100,000.00								$100,000.00
	Totals				**$1,844,000.00**		**$171,000.00**		**$81,500.00**		**$252,500.00**	13.7%	**$1,591,500.00**

PAYMENT AUTHORIZATION
Due Date: _____ Vendor # 05339
PO # 20-04238 arcial ☐ Complete ☐
Acct #: _____ $ 77425.00
Acct #: _____ $
Description: WTP standby generator
DPT DIR: RB D: _____
FINC DIR: JH D: _____
CTY MNR: _____ D: 9/17/21

- Retainage

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PROGRESS ESTIMATE

KSA
6781 OAK HILL BLVD
TYLER, TX 75703

Estimate No.: 4

Date: September 8, 2021
Project: WTP Standby Power Improvements
Period: From: 7/31/21 To: 8/31/21
Contractor: McGinnis Brothers Construction, Inc.
Address: 119 Pearl St. Minden, LA 71055
Amount of Contract as Awarded: $1,844,000.00

Change Orders:

#1 $		#6 $	
#2 $		#7 $	
#3 $		#8 $	
#4 $		#9 $	
#5 $		#10 $	

Total Change Orders: $0.00
Total Adjusted Contract: $1,844,000.00

Notice to Proceed Date: May 3, 2021
Contract Time: 360 Days
% Complete (Time) 35.56%
% Complete ($) 18%
Project No: PA.050

PREVIOUS PAYMENTS AUTHORIZED

#1	83,600.00	#10	
#2	78,850.00	#11	
#3	77,425.00	#12	
#4		#13	
#5		#14	
#6		#15	
#7		#16	
#8		#17	
#9		#18	

Total Payments Previously Authorized: $239,875.00

Item No.	Description	Unit of Meas.	Quantity Original Estimate	Previous Month's Quantity	Current Month's Quantity	Quantity Completed To Date	Unit Price ($)	Value of Completed Work ($)
1.01	Mobilization, Insurance, and Bonds	LS	1	1.00		1.00	$110,000.00	110,000.00
1.02	Care of water During Construction	LS	1	1.00		1.00	$1,000.00	1,000.00
1.03	Stormwater Pollution Prevention	LS	1	1.00		1.00	$1,500.00	1,500.00
1.04	Diesel Generator and Access Platform	LS	1	0.00	0.045	0.05	$523,780.00	23,570.10
1.05	Automatic Transfer Switch	LS	1	0.00	0.060	0.06	$200,000.00	12,000.00
1.06	2400-VAC Switchgear	LS	1	0.12	0.110	0.23	$450,000.00	103,500.00
1.07	Concrete Electrical Building	LS	1	0.00		0.00	$100,000.00	0.00
1.08	Concrete Foundation for Electrical Building	LS	1	0.30		0.30	$25,000.00	7,500.00
1.09	Concrete Foundation for Generator and Platforms	LS	1	0.30		0.30	$25,000.00	7,500.00
1.10	Concrete Foundation for ATS, Transformers, and MPZ	LS	1	0.30		0.30	$25,000.00	7,500.00
1.11	Concrete Sidewalk	SY	167	0.00		0.00	$60.00	0.00
1.12	Sawcut and Repair Curb and Gutter	LF	24	0.00		0.00	$100.00	0.00
1.13	Sawcut and Repair Concrete Pavement	SY	41	15.00		15.00	$100.00	1,500.00
1.14	Demolition	LS	1	0.00		0.00	$20,000.00	0.00
1.15	Electrical and Controls	LS	1	0.31		0.31	$200,000.00	62,000.00
1.16	SCADA Specialist Allowance	AL	1	0.00		0.00	$40,000.00	0.00
1.17	Finish Grading	LS	1	0.00		0.00	$2,000.00	0.00
1.18	Hydromulch	AC	1.20	0.00		0.00	$3,500.00	0.00
1.19	Miscellaneous Allowance	AL	1	0.00		0.00	$100,000.00	0.00

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer represents to the Owner that to the best of the Engineer's knowledge, information and belief, the Work (excluding trench safety) has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the ***AMOUNT PAYABLE.*** *The Contractor is solely responsible for trench safety and as such, the Engineer makes no representation that this pay item has been performed in a manner consistent with the Contract Documents.*

KSA

By

Date 9-8-2021

Approved:

By Risa Herrera

Date Oct. 4, 2021

Total Amount to Date	$337,570.10
Material on Hand	$0.00
	$337,570.10
Less 5 % Retainage	$16,878.51
Net Total	$320,691.59
Less Previous Payments	$239,875.00
Amount Payable to Contractor This Estimate	**$80,816.59**

PAYMENT AUTHORIZATION

PO # 20-04238 Partial ☑ Complete ☐

Acct #: 610-5110-7440.005 $ 80,816.59

Acct #: _____ $ _____

Acct #: _____ $ _____

Describe: WTP Generator

DPT DIR: _____ ☐: _____

FINC DIR: _____ ☐: _____

CTY MNR: _____ ☐: _____

Contractors Application for Payment

No. 4

	Application Period: 8/1/21-8/31/21	Application Date: 9/2/2021
To (Owner): City of Palestine, TX	From (Contractor): McInnis Brothers Construction	Via (Engineer): KSA
Project: Palestine WTP Standby Power Improvements	Contract:	
Owner's Contract No.:	Contractor's Project No.: 2438	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1		
2		
3		
4		
5		
6		
7		
8		
9		
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1.	**ORIGINAL CONTRACT PRICE**	$ $1,844,000.00
2.	**Net change by Change Orders**	$
3.	**Current Contract Price (Line 1 ± 2)**	$ $1,844,000.00
4.	**TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)**	$ $337,570.10
5.	**RETAINAGE:**	
	a. 5% X $337,570.10 **Work Completed**	$ $16,878.51
	b. 5% X _____ **Stored Material**	$
	c. **Total Retainage (Line 5.a + Line 5.b)**	$ $16,878.51
6.	**AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)**	$ $320,691.59
7.	**LESS PREVIOUS PAYMENTS (Line 6 from prior Application)**	$ $239,875.00
8.	**AMOUNT DUE THIS APPLICATION**	$ $80,816.59
9.	**BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)**	$ $1,523,308.41

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By: Marcus Long	Date: 9/2/2021

Payment of: $ $80,816.59
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ 80,816.59
(Line 8 or other - attach explanation of the other amount)

is approved by: Rosa Herrera Oct. 4, 2021
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Palestine WTP Standby Power Improvements	Application Number:	4
Application Period:	8/1/21-8/31/21	Application Date:	9/2/2021

A					B	C	D	E	F	G	H		
Item		Contract Information				Qty Previously Billed	Amount Previously Billed	Qty This Period	Amount This Period	Materials Presently Stored (not in C)	Total Completed and Stored to Date (E + G)	% (H / B)	Balance to Finish (B - H)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)								
	BASE BID												
1.00	Mobilization, Insurance, and Bonds	1	LS	$110,000.00	$110,000.00	1	$110,000.00				$110,000.00	100.0%	
2.00	Care of Water	1	LS	$1,000.00	$1,000.00	1	$1,000.00				$1,000.00	100.0%	
3.00	SWPPP	1	LS	$1,500.00	$1,500.00	1	$1,500.00				$1,500.00	100.0%	
4.00	Diesel Generator and Access Platform	1	LS	$523,780.00	$523,780.00			0.045	$23,570.10		$23,570.10	4.5%	$500,209.90
5.00	Automatic Transfer Switch	1	LS	$200,000.00	$200,000.00			0.06	$12,000.00		$12,000.00	6.0%	$188,000.00
6.00	2400-vac Switchgear	1	LS	$450,000.00	$450,000.00	0.12	$54,000.00	0.11	$49,500.00		$103,500.00	23.0%	$346,500.00
7.00	Concrete Electrical Building	1	LS	$100,000.00	$100,000.00								$100,000.00
8.00	Concrete Foundation for Electrical Building Foundation	1	LS	$25,000.00	$25,000.00	0.3	$7,500.00				$7,500.00	30.0%	$17,500.00
9.00	Concrete Foundation for Generator and Platforms	1	LS	$25,000.00	$25,000.00	0.3	$7,500.00				$7,500.00	30.0%	$17,500.00
10.00	Concrete Foundation for ATS, Transformers, MPZ	1	LS	$25,000.00	$25,000.00	0.3	$7,500.00				$7,500.00	30.0%	$17,500.00
11.00	concrete Sidewalk	167	SY	$60.00	$10,020.00								$10,020.00
12.00	Sawcut and Repair Curb and Gutter	24	LF	$100.00	$2,400.00								$2,400.00
13.00	Sawcut and Repair Concrete Pavement	41	SY	$100.00	$4,100.00	15	$1,500.00				$1,500.00	36.6%	$2,600.00
14.00	Demolition	1	LS	$20,000.00	$20,000.00								$20,000.00
15.00	Electrical and Controls	1	LS	$200,000.00	$200,000.00	0.31	$62,000.00				$62,000.00	31.0%	$138,000.00
16.00	SCADA Specialist Allowance	1	AL	$40,000.00	$40,000.00								$40,000.00
17.00	Finish Grading	1	LS	$2,000.00	$2,000.00								$2,000.00
18.00	Hydromulch	1.2	AC	$3,500.00	$4,200.00								$4,200.00
19.00	Miscellaneous Allowance	1	AL	$100,000.00	$100,000.00								$100,000.00
	Totals				**$1,844,000.00**		**$252,500.00**		**$85,070.10**		**$337,570.10**	18.3%	**$1,506,429.90**

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Stored Material Summary

Contractor's Application

For (Contract):	Palestine WTP Standby Power Improvements	Application Number:	4
Application Period:	8/1/21-8/31/21	Application Date:	9/2/2021

A		B	C		D		E		F		G
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Date Placed into Storage (Month/Year)	Amount ($)	Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)

City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 20-04238 **Date:** 07/12/2021

Request # : 20-04311 **Vendor # :** 01-05339

ISSUED TO: MCINNIS BROTHERS CONSTRUCTION
119 PEARL STREET
MINDEN, LA 71055

SHIP TO: WATER PLANT CITY OF PALESTINE
800 ACR 3722
PALESTINE, TX 75801
PLANT OPERATOR

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	STANDBY GENERATOR INSTALLATION OF A STANDBY GENERATOR AT THE WATER TREATMENT PLANT.	610-5-110-7440.005	014	0.00	1,760,400.00
					TOTAL	1,760,400.00

Rosa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

APPENDIX 3

Existing Emergency Preparedness Plan

APPENDIX 4

NFPA 110 Chapter 8

7.13.2 An on-site acceptance test shall be conducted as a final approval test for all EPSSs.

7.13.2.1 For new Level 1 installations, the EPSS shall not be considered as meeting this standard until the acceptance tests have been conducted and test requirements met.

7.13.2.2 The test shall be conducted after completion of the installation with all EPSS accessory and support equipment in place and operating.

7.13.3 The authority having jurisdiction shall be given advance notification of the time at which the acceptance test is to be performed so that the authority can witness the test.

7.13.4 The EPSS shall perform within the limits specified in this standard.

7.13.4.1 The on-site installation acceptance test shall be conducted in the following manner:

(1) With the prime mover in a "cold start" condition and the emergency load at standard operating level, a primary power failure shall be initiated by opening all switches or breakers supplying the primary power to the building or facility.
(2) The test load shall be all loads that are served by the EPSS.
(3) The time delay on start shall be observed and recorded.
(4) The cranking time until the prime mover starts and runs shall be observed and recorded.
(5) The time taken to reach operating speed shall be observed and recorded.
(6) The voltage and frequency overshoot shall be recorded.
(7) The time taken to achieve a steady-state condition with all switches transferred to the emergency position shall be observed and recorded.
(8) The voltage, frequency, and amperes shall be recorded.
(9) The prime mover oil pressure and water temperature shall be recorded, where applicable.
(10) The battery charge rate shall be recorded at 5-minute intervals for the first 15 minutes, and at 15-minute intervals thereafter.
(11) The load test with building load, or other loads that simulate the intended load as specified in Section. 5.4, shall be continued for the minimum time required by Table 4.1(a) for the class, or 2 hours maximum, and load changes and the resultant effect on voltage and frequency shall be observed and recorded.
(12) When primary power is returned to the building or facility, the time delay on retransfer to primary for each switch with a minimum setting of 5 minutes shall be recorded.
(13) The time delay on the prime mover cooldown period and shutdown shall be recorded.

7.13.5 After completion of the test performed in 7.13.4.1, the prime mover shall be allowed to cool for 5 minutes.

7.13.6 A load shall be applied for a 2-hour, full-load test. The building load shall be permitted to serve as part or all of the load, supplemented by a load bank of sufficient size to provide a load equal to 100 percent of the nameplate kW rating of the EPS, less applicable derating factors for site conditions.

7.13.6.1 A unity power factor shall be permitted for on-site testing, provided that rated load tests at the rated power factor have been performed by the manufacturer of the EPS prior to shipment.

7.13.6.2 Where the EPS is a paralleled multi-unit EPS, each unit shall be permitted to be tested individually at its rating.

7.13.7 A full-load test shall be initiated immediately after the cooling time specified in 7.13.5 by any method that starts the prime mover and, immediately upon reaching rated rpm, picks up 100 percent of the nameplate kW rating on one step, less applicable derating factors for site conditions.

7.13.7.1 Where the EPS is a paralleled multi-unit EPS, each unit shall be permitted to be tested individually at its rating.

7.13.8 When the EPSS consists of paralleled EPSs, the quantity of EPSs intended to be operated simultaneously shall be tested simultaneously with building load for a 2-hour period.

7.13.9 The data specified in 7.13.4.1(4) through 7.13.4.1(10) shall be recorded at first load acceptance and every 15 minutes thereafter until the completion of the 2-hour test period.

7.13.10 Any method recommended by the manufacturer for the cycle crank test shall be utilized to prevent the prime mover from running.

7.13.10.1 The control switch shall be set at "run" to cause the prime mover to crank.

7.13.10.2 The complete crank/rest cycle specified in 5.6.4.2 and Table 5.6.4.2 shall be observed.

7.13.11 All safeties specified in 5.6.5 and 5.6.6 shall be tested as recommended by the manufacturer.

7.13.12 The following shall be made available to the authority having jurisdiction at the time of the acceptance test:

(1) Evidence of the prototype test as specified in 5.2.1.2 (for Level 1 systems)
(2) A certified analysis as specified in 5.6.10.2
(3) A letter of compliance as specified in 5.6.10.5
(4) A manufacturer's certification of a rated load test at rated power factor with the ambient temperature, altitude, and fuel grade recorded

Chapter 8 Routine Maintenance and Operational Testing

8.1* General.

8.1.1 The routine maintenance and operational testing program shall be based on all of the following:

(1) Manufacturer's recommendations
(2) Instruction manuals
(3) Minimum requirements of this chapter
(4) The authority having jurisdiction

8.1.2 Consideration shall be given to temporarily providing a portable or alternate source whenever the emergency generator is out of service.

8.2* Manuals, Special Tools, and Spare Parts.

8.2.1 At least two sets of instruction manuals for all major components of the EPSS shall be supplied by the manufacturer(s) of the EPSS and shall contain the following:

(1) A detailed explanation of the operation of the system
(2) Instructions for routine maintenance
(3) Detailed instructions for repair of the EPS and other major components of the EPSS

(4) An illustrated parts list and part numbers
(5) Illustrated and schematic drawings of electrical wiring systems, including operating and safety devices, control panels, instrumentation, and annunciators

8.2.2 For Level 1 systems, instruction manuals shall be kept in a secure, convenient location, one set near the equipment, and the other set in a separate location.

8.2.3 Special tools and testing devices necessary for routine maintenance shall be available for use when needed.

8.2.4 Replacement for parts identified by experience as high mortality items shall be maintained in a secure location(s) on the premises.

8.2.4.1 Consideration shall be given to stocking spare parts as recommended by the manufacturer.

8.3 Maintenance and Operational Testing.

8.3.1* The EPSS shall be maintained to ensure to a reasonable degree that the system is capable of supplying service within the time specified for the type and for the time duration specified for the class.

8.3.2 A routine maintenance and operational testing program shall be initiated immediately after the EPSS has passed acceptance tests or after completion of repairs that impact the operational reliability of the system.

8.3.2.1 The operational test shall be initiated at an automatic transfer switch and shall include testing of each EPSS component on which maintenance or repair has been performed, including the transfer of each automatic and manual transfer switch to the alternate power source, for a period of not less than 30 minutes under operating temperature.

8.3.3 A written schedule for routine maintenance and operational testing of the EPSS shall be established.

8.3.4 A permanent record of the EPSS inspections, tests, exercising, operation, and repairs shall be maintained and readily available.

8.3.4.1 The permanent record shall include the following:

(1) The date of the maintenance report
(2) Identification of the servicing personnel
(3) Notation of any unsatisfactory condition and the corrective action taken, including parts replaced
(4) Testing of any repair for the time as recommended by the manufacturer

8.3.5* Transfer switches shall be subjected to a maintenance and testing program that includes all of the following operations:

(1) Checking of connections
(2) Inspection or testing for evidence of overheating and excessive contact erosion
(3) Removal of dust and dirt
(4) Replacement of contacts when required

8.3.6 Paralleling gear shall be subject to inspection, testing, and maintenance program that includes all of the following operations:

(1) Checking of connections
(2) Inspection or testing for evidence of overheating and excessive contact erosion
(3) Removal of dust and dirt
(4) Replacement of contacts when required

8.3.7* Storage batteries, including electrolyte levels or battery voltage, used in connection with systems shall be inspected weekly and maintained in full compliance with manufacturer's specifications.

8.3.7.1 Maintenance of lead-acid batteries shall include the monthly testing and recording of electrolyte specific gravity. Battery conductance testing shall be permitted in lieu of the testing of specific gravity when applicable or warranted.

8.3.7.2 Defective batteries shall be replaced immediately upon discovery of defects.

8.3.8 A fuel quality test shall be performed at least annually using tests approved by ASTM standards.

8.4 Operational Inspection and Testing.

8.4.1* EPSSs, including all appurtenant components, shall be inspected weekly and exercised under load at least monthly.

8.4.1.1 If the generator set is used for standby power or for peak load shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, providing the same record as required by 8.3.4.

8.4.2* Diesel generator sets in service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods:

(1) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer.
(2) Under operating temperature conditions and at not less than 30 percent of the EPS nameplate kW rating.
(3) If the engine cannot be loaded as required in (2), the engine shall be operated until the water temperature and the oil pressure have stabilized and then the test shall be terminated before the 30 minute time period expires.

8.4.2.1 The date and time of day for required testing shall be decided by the owner, based on facility operations.

8.4.2.2 Equivalent loads used for testing shall be automatically replaced with the emergency loads in case of failure of the primary source.

8.4.2.3* Diesel-powered EPS installations that do not meet the requirements of 8.4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of nameplate rating for 30 minutes, followed by 50 percent of nameplate rating for 30 minutes, followed by 75 percent of nameplate rating for 60 minutes, for a total of 2 continuous hours.

8.4.2.4 Spark-ignited generator sets in service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods:

(1) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer
(2) Under operating temperature conditions and at not less than 30 percent of the EPS nameplate kW rating

8.4.2.4.1 The date and time of day for required testing shall be decided by the owner, based on facility operations.

8.4.2.4.2 Equivalent loads used for testing shall be automatically replaced with the emergency loads in case of failure of the primary source.

8.4.3 The EPS test can be initiated by simulating a power outage using the test switch(es) on the ATSs or by opening a normal breaker. Opening a normal breaker shall not be required.

8.4.4 Load tests of generator sets shall include complete cold starts.

8.4.5 Time delays shall be set as follows:

(1) Time delay on start:
   (a) 1 second minimum
   (b) 0.5 second minimum for gas turbine units
(2) Time delay on transfer to emergency: no minimum required
(3) Time delay on restoration to normal: 5 minutes minimum
(4) Time delay on shutdown: 5 minutes minimum

8.4.6 Transfer switches shall be operated monthly.

8.4.6.1 The monthly test of a transfer switch shall consist of electrically operating the transfer switch from the standard position to the alternate position and then a return to the standard position.

8.4.7* EPSS circuit breakers for Level 1 system usage, including main and feed breakers between the EPS and the transfer switch load terminals, shall be exercised annually with the EPS in the "off" position.

8.4.7.1 Circuit breakers rated in excess of 600 volts for Level 1 system usage shall be exercised every 6 months and shall be tested under simulated overload conditions every 2 years.

8.4.8 The routine maintenance and operational testing program shall be overseen by a properly instructed individual.

8.4.9* Level 1 EPSS shall be tested for the duration of its assigned class *(see Section 4.2)*, for at least 4 hours, at least once within every 36 months.

8.4.9.1 The load shall be the EPSS system load running at the time of the test. The test shall be initiated by opening all switches or breakers supplying normal power to the EPSS.

8.4.9.2 A power interruption to non-EPSS loads shall not be required.

Annex A Explanatory Material

Annex A is not a part of the requirements of this NFPA document but is included for informational purposes only. This annex contains explanatory material, numbered to correspond with the applicable text paragraphs.

A.1.1.4 See NFPA 111, *Standard on Stored Electrical Energy Emergency and Standby Power Systems.*

A.1.1.5(3) See Chapter 4.

A.3.2.1 Approved. The National Fire Protection Association does not approve, inspect, or certify any installations, procedures, equipment, or materials; nor does it approve or evaluate testing laboratories. In determining the acceptability of installations, procedures, equipment, or materials, the authority having jurisdiction may base acceptance on compliance with NFPA or other appropriate standards. In the absence of such standards, said authority may require evidence of proper installation, procedure, or use. The authority having jurisdiction may also refer to the listings or labeling practices of an organization that is concerned with product evaluations and is thus in a position to determine compliance with appropriate standards for the current production of listed items.

A.3.2.2 Authority Having Jurisdiction (AHJ). The phrase "authority having jurisdiction," or its acronym AHJ, is used in NFPA documents in a broad manner, since jurisdictions and approval agencies vary, as do their responsibilities. Where public safety is primary, the authority having jurisdiction may be a federal, state, local, or other regional department or individual such as a fire chief; fire marshal; chief of a fire prevention bureau, labor department, or health department; building official; electrical inspector; or others having statutory authority. For insurance purposes, an insurance inspection department, rating bureau, or other insurance company representative may be the authority having jurisdiction. In many circumstances, the property owner or his or her designated agent assumes the role of the authority having jurisdiction; at government installations, the commanding officer or departmental official may be the authority having jurisdiction.

A.3.2.4 Listed. The means for identifying listed equipment may vary for each organization concerned with product evaluation; some organizations do not recognize equipment as listed unless it is also labeled. The authority having jurisdiction should utilize the system employed by the listing organization to identify a listed product.

A.3.3.1 Battery Certification. One such certifier of batteries is the American Association of Battery Manufacturers.

A.3.3.4 Emergency Power Supply (EPS). For rotary energy converters, components of an EPS include the following:

(1) Prime mover
(2) Cooling system
(3) Generator
(4) Excitation system
(5) Starting system
(6) Control system
(7) Fuel system
(8) Lube system, if required

The EPS includes all the related electrical and mechanical components of the proper size and/or capacity required for the generation of the required electrical power at the EPS output terminals.

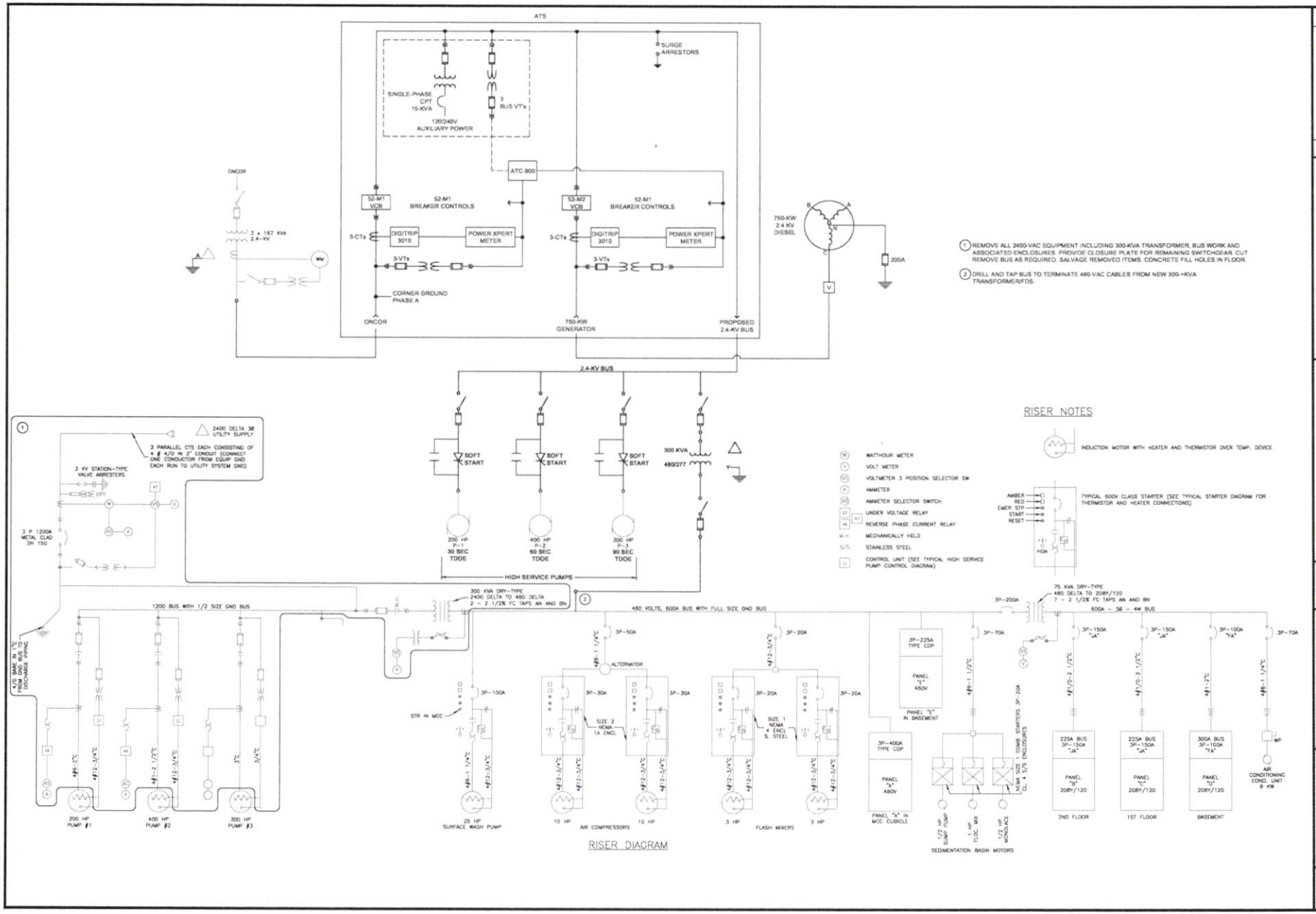
A.3.3.5 Emergency Power Supply System (EPSS). See Annex B for diagrams of typical systems.

A.4.1 This standard specifies requirements for the EPSS as a complete functioning system in terms of types, classes, and levels. It is not the intent of this standard to recommend the EPSS most suitable for any given application. The terms *emergency power supply systems* and *standby power supply systems* as used in this standard include, but are not limited to, such terms as the following:

(1) Alternate power systems
(2) Standby power systems
(3) Legally required standby systems
(4) Alternate power sources

Since this standard specifies the installation, performance, maintenance, and test requirements in terms of types, classes, and levels, any of these terms might be appropriate for describing the application or use, depending on the need and the preference of the parties involved.

EXHIBITS



1. REMOVE ALL 2400-VAC EQUIPMENT INCLUDING 300-KVA TRANSFORMER, BUS WORK AND ASSOCIATED ENCLOSURES. PROVIDE CLOSURE PLATE FOR REMAINING SWITCHGEAR. CUT REMOVE BUS AS REQUIRED. SALVAGE REMOVED ITEMS. CONCRETE FILL HOLES IN FLOOR.
2. DRILL AND TAP BUS TO TERMINATE 480-VAC CABLES FROM NEW 300-+KVA TRANSFORMER/FDS.

MARK	REVISION	DATE
	AS CONSTRUCTED DRAWING - PROVIDING CHORD DISTRIBUTION ELECTRICAL PANEL - F. EXHIB-REVISED VIA TAGF WITH TRANS REPLACE - 0901.DWG (LAYOUT1) 2/27/2020 - 11:47 AM	

PROJECT TITLE — CITY PS, TEXAS

OPTION 2:
REDUCED VOLTAGE (SOFT) STARTED HSP STANDBY POWER SYSTEM

SHEET NAME

CITY OF
PALESTINE, TEXAS
WATER TREATMENT PLANT
IMPROVEMENTS

PROJECT NAME

DRAWN BY:	P C H
DESIGNED BY:	L P S
LATEST REVISION	3/31/2020
KSA JOB NO.	PA1350

KSA
6311 Oak Hill Blvd.,
Austin, Texas 78735
T: 512-891-6141 F: 888-224-4418
www.ksaeng.com

STATE OF TEXAS
LESLIE P. SHAW
92578
LICENSED
PROFESSIONAL ENGINEER

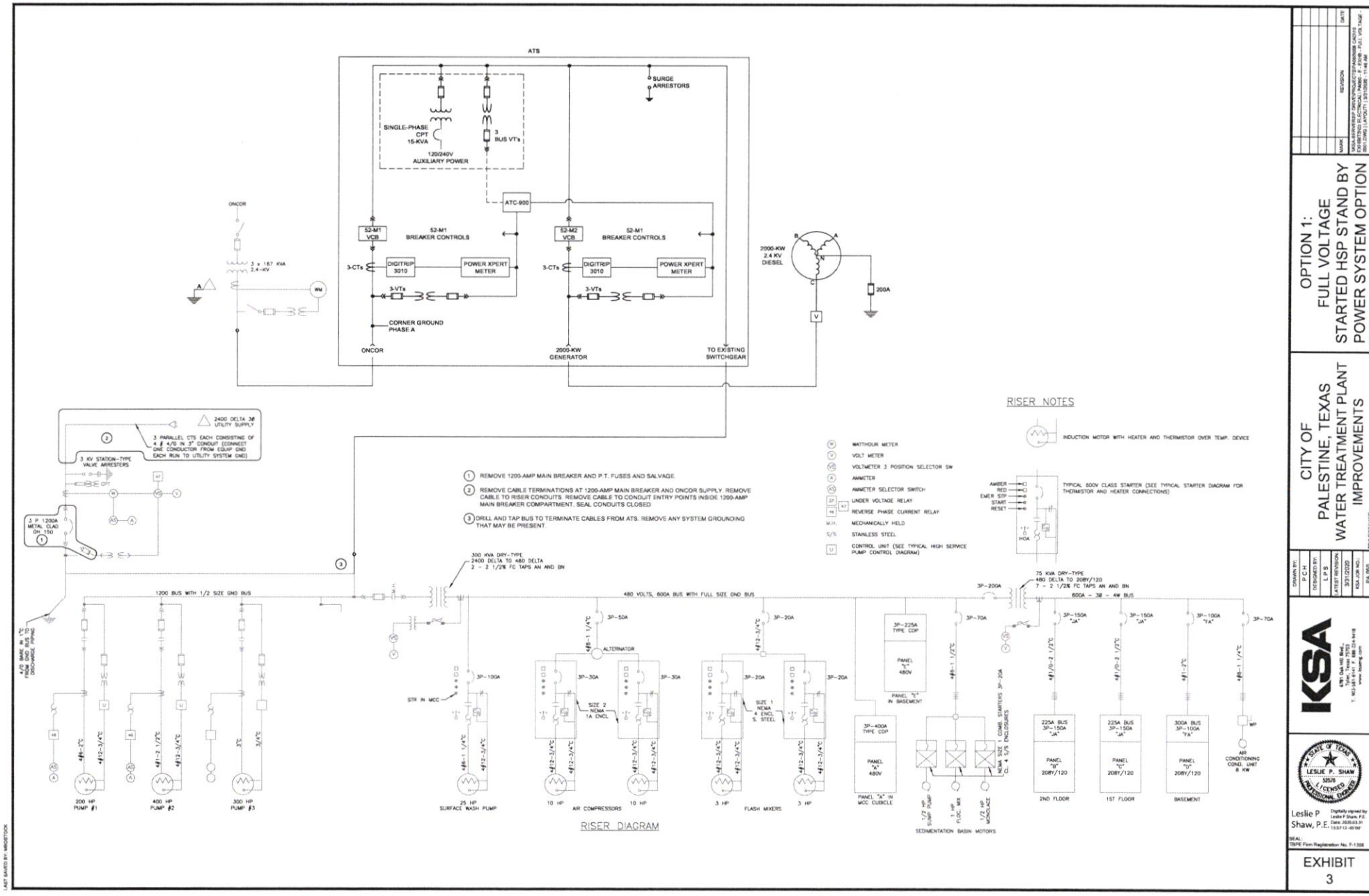
Leslie P Shaw, P.E.

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Date: 2020.03.31 13:35:36 -05'00'

SEAL:
TBPE Firm Registration No. F-1356

EXHIBIT
4

LAST SAVED BY: KROSTOCK



OPTION 1: FULL VOLTAGE STARTED HSP STAND BY POWER SYSTEM OPTION

CITY OF PALESTINE, TEXAS
WATER TREATMENT PLANT IMPROVEMENTS

DRAWN BY: PCH
DESIGNED BY: LPS
LATEST REVISION: 3/31/2020
KSA JOB NO.: PA.859

KSA
6781 Oak Hill Blvd.
Oak Hill, Texas 75052
T. 903-581-8141 F. 888-224-4418
www.ksaeng.com

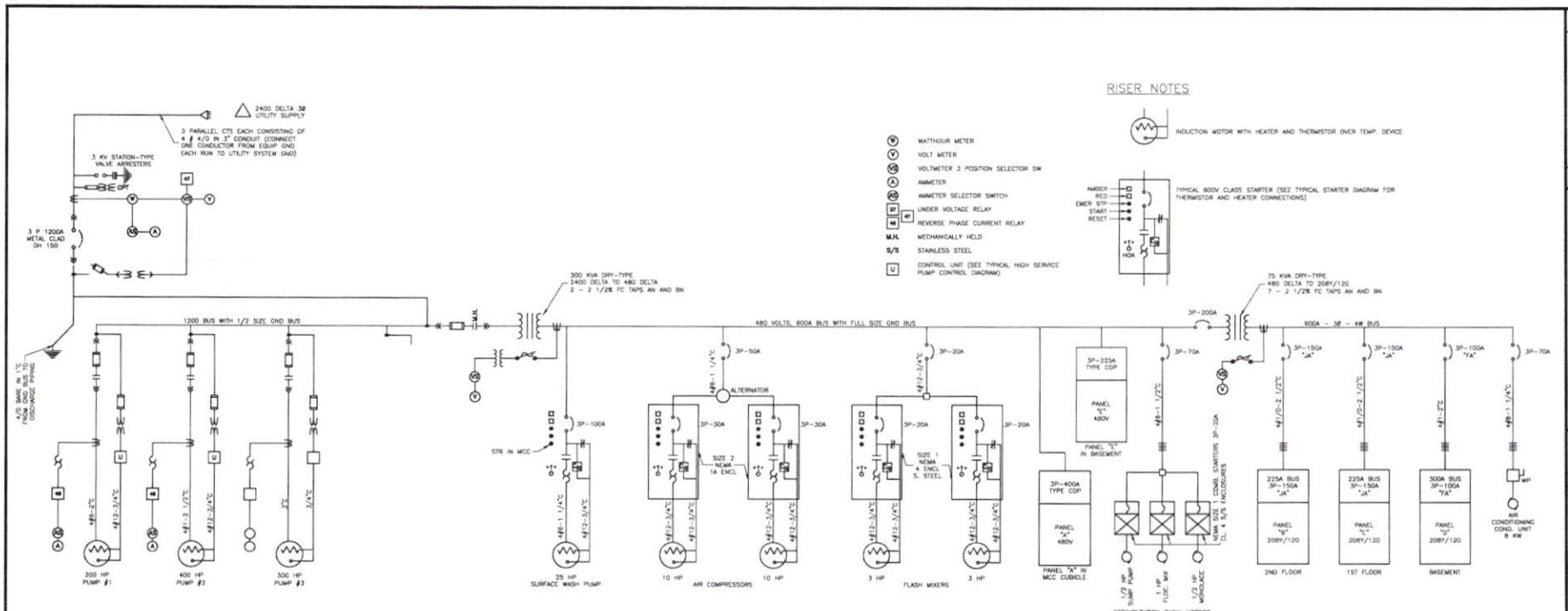
STATE OF TEXAS
LESLIE P. SHAW
92578
LICENSED
PROFESSIONAL ENGINEER

Leslie P Shaw, P.E.
Digitally signed by Leslie P Shaw, P.E.
Date: 2020.03.31 13:57:12 -05'00'

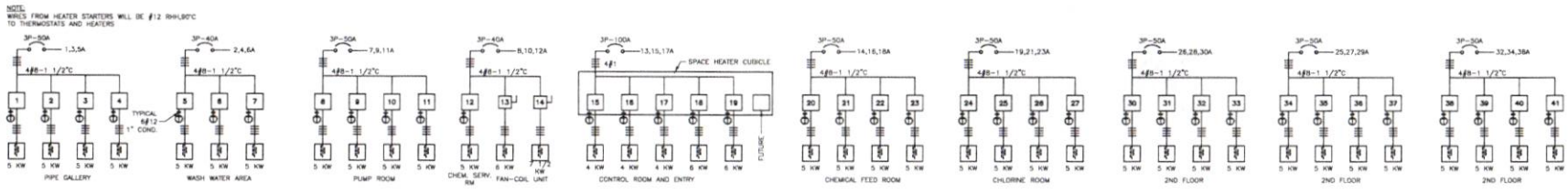
SEAL:
TBPE Firm Registration No. F-1386

EXHIBIT 3

LAST SAVED BY: MROSTICK



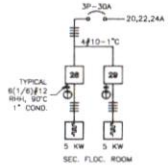
RISER DIAGRAM



SPACE HEATER SCHEDULE

HEATER No.	DESCRIPTION	COMMENTS	VOLTAGE	KW	CHROMOLOX CAT No.
1 THRU 12 20 THRU 41	CEILING SUSPENDED UNIT HEATER	EACH UNIT COMPLETE WITH 400VA TRANS. AND WUH-5 MTG. BRACKET	480V-3Ø	5	LUH-50
13	DUCT HEATER	COMPLETE WITH CONTACTOR AND CONTROL	480V-3Ø	6	FFR-6
14	DUCT HEATER	COMPLETE WITH CONTACTOR AND CONTROL	480V-3Ø	7 1/2	FFR-7 1/2
15,16,17	SEMI-RECESSED WALL HEATER	LESS INTERNAL RELAY, WITH FAN TRANS. LOCATE STARTERS IN CUBICLE IN M.C.C.	480V-3Ø	4	CUW-1468
18,19	RECESSED CEILING HEATER	LESS INTERNAL RELAY, WITH FAN TRANS. LOCATE STARTERS IN CUBICLE IN M.C.C.	480V-3Ø	6	CUC-RFF-1666

NOTE:
COORDINATE DUCT HEATER INSTALLATION WITH MECHANICAL DIVISION. INSTALL AND WIRE AS REQUIRED. ALL SPACE HEATER STARTERS NEMA SIZE 1 WITH 3P-20 BRKR, ENCLOSURE 4 STAINLESS STEEL. FURNISH THERMOSTATS AND WALL MOUNT AS INDICATED.



LAST SAVED BY: MROSTICK

MARK	REVISION	DATE

K:\SA-SERVER\P DRIVE\PROJECTS\PA1305\WORKING\CITY OF PALESTINE WATER TREATMENT PLANT IMPROVEMENTS - PHASE II.DWG
LINE - 0001.DWG | LAYOUT1 | 3/31/2020 - 11:48 AM
DRAWING PATH/NAME | LAYOUT | PLOT DATE - TIME
PROJECT TITLE: — CITY, AL, TEXAS

EXISTING SINGLE LINE DIAGRAM

SHEET NAME:

CITY OF PALESTINE, TEXAS
WATER TREATMENT PLANT IMPROVEMENTS

PROJECT NAME:

DRAWN BY: P C H
DESIGNED BY: L P S
LATEST REVISION: 3/31/2020
KSA JOB NO.: PA 1305

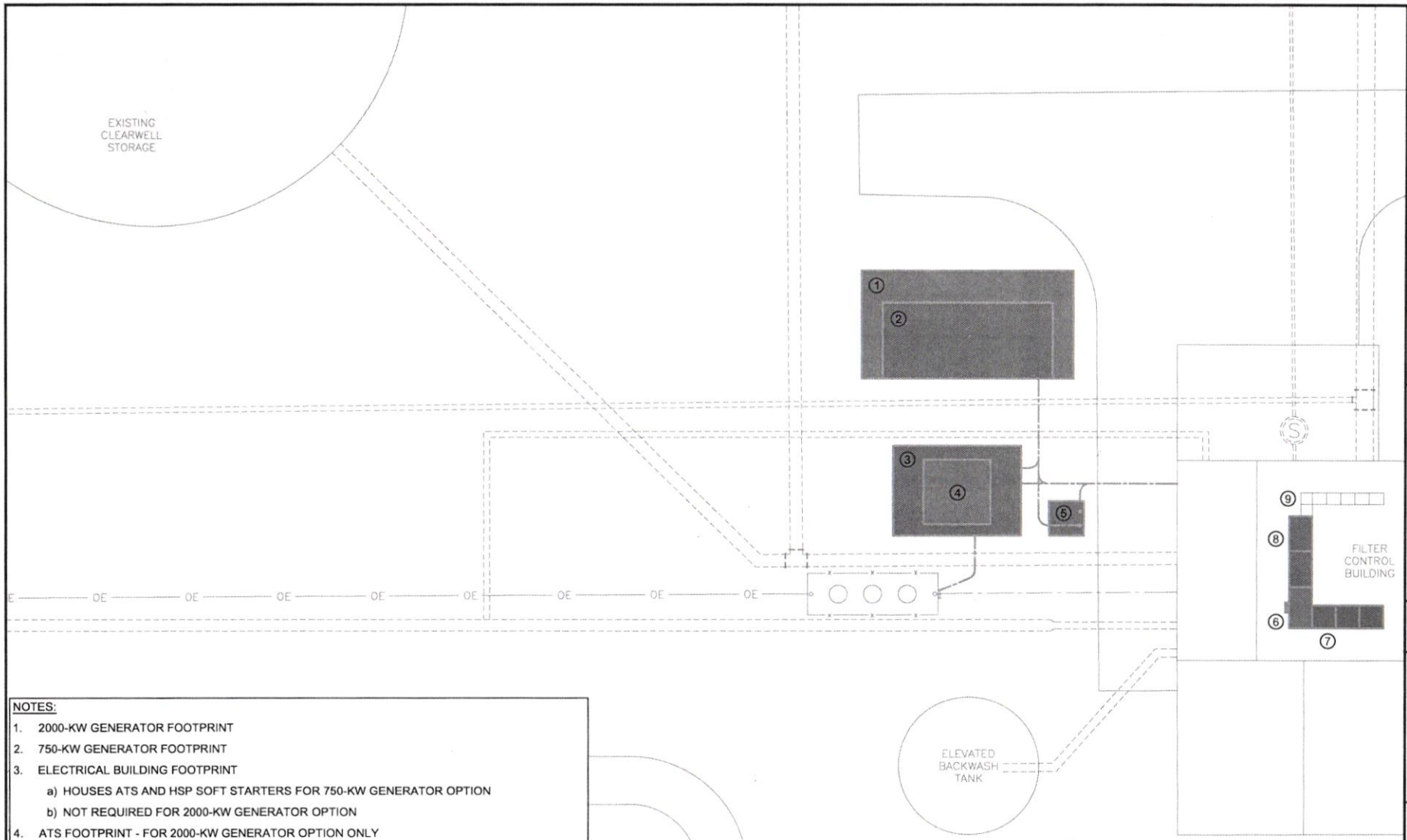
KSA
KSA Oak Hill, Blvd.
Austin, Texas 78731-5418
T: 512-346-7555 F: 512-346-7556
www.ksaeng.com

STATE OF TEXAS
LESLIE P. SHAW
103578
LICENSED
PROFESSIONAL ENGINEER

Leslie P Shaw, P.E.
Digitally signed by Leslie P Shaw, P.E.
Date: 2020.05.31 13:58:51 -05'00'

SEAL:
TBPE Firm Registration No. F-1356

EXHIBIT 2



NOTES:

1. 2000-KW GENERATOR FOOTPRINT
2. 750-KW GENERATOR FOOTPRINT
3. ELECTRICAL BUILDING FOOTPRINT
   a) HOUSES ATS AND HSP SOFT STARTERS FOR 750-KW GENERATOR OPTION
   b) NOT REQUIRED FOR 2000-KW GENERATOR OPTION
4. ATS FOOTPRINT - FOR 2000-KW GENERATOR OPTION ONLY
5. 300-KVA REPLACEMENT TRANSFORMER FOOTPRINT
   a) OPTION ONLY IF 750-KW GENERATOR PROVIDED
6. 1200-AMP MAIN BREAKER SECTION OF EXISTING SWITCHGEAR
7. HSP FULL VOLTAGE STARTERS SECTION OF EXISTING SWITCHGEAR
8. 300-KVA TRANSFORMER SECTION OF EXISTING SWITCHGEAR
9. 480-VAC MOTOR CONTROL SECTION OF EXISTING SWITCHGEAR

CONCEPT
ELECTRICAL PLAN

SHEET NAME:

CLIENT NAME
PROJECT NAME
CLIENT LOCATION

PROJECT NAME:

DRAWN BY: PCH
DESIGNED BY: LPS
LATEST REVISION: 3/27/2020
KSA JOB NO.: PA 059

KSA

Leslie P Shaw, P.E.

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Date: 2020.03.31 13:39:37 -05'00'

SEAL:
TBPE Firm Registration No. F-1386

EXHIBIT
1

LAST SAVED BY: MBSTOCK

BID TABULATION

City of Palestine
Water Treatment Plant
Standby Power Improvements
KSA Project No. PA.050
Bid Date: March 8, 2021

BID ITEM	DESCRIPTION	UNIT	QTY	1 McInnis Brothers Construction, Inc. 119 Pearl Street Minden, LA 71055 318-377-6134 UNIT PRICE	1 TOTAL PRICE	2 C.F. McDonald Electric, Inc. 5044 Timber Creek Houston, TX 77017 713-921-1368 UNIT PRICE	2 TOTAL PRICE	3 Legion Development, LLC 2522 Shell Road Suite A Georgetown, TX 78628 512-688-5125 UNIT PRICE	3 TOTAL PRICE
BASE BID									
1.01	Mobilization, Insurance, and Bonds	LS	1	$110,000.00	$110,000.00	$95,000.00	$95,000.00	$100,000.00	$100,000.00
1.02	Care of water During Construction	LS	1	$1,000.00	$1,000.00	$100.00	$100.00	$2,400.00	$2,400.00
1.03	Stormwater Pollution Prevention	LS	1	$1,500.00	$1,500.00	$4,000.00	$4,000.00	$3,500.00	$3,500.00
1.04	Diesel Generator and Access Platform	LS	1	$523,780.00	$523,780.00	$500,000.00	$500,000.00	$531,000.00	$531,000.00
1.05	Automatic Transfer Switch	LS	1	$200,000.00	$200,000.00	$245,000.00	$245,000.00	$200,400.00	$200,400.00
1.06	2400-VAC Switchgear	LS	1	$450,000.00	$450,000.00	$397,419.00	$397,419.00	$405,800.00	$405,800.00
1.07	Concrete Electrical Building	LS	1	$100,000.00	$100,000.00	$150,000.00	$150,000.00	$111,600.00	$111,600.00
1.08	Concrete Foundation for Electrical Building Foundation	LS	1	$25,000.00	$25,000.00	$75,000.00	$75,000.00	$19,300.00	$19,300.00
1.09	Concrete Foundation for Generator and Platforms	LS	1	$25,000.00	$25,000.00	$100,000.00	$100,000.00	$28,000.00	$28,000.00
1.10	Concrete Foundation for ATS, Transformers, and MPZ	LS	1	$25,000.00	$25,000.00	$60,000.00	$60,000.00	$19,700.00	$19,700.00
1.11	Concrete Sidewalk	SY	167	$60.00	$10,020.00	$150.00	$25,050.00	$70.00	$11,690.00
1.12	Sawcut and Repair Curb and Gutter	LF	24	$100.00	$2,400.00	$100.00	$2,400.00	$116.00	$2,784.00
1.13	Sawcut and Repair Concrete Pavement	SY	41	$100.00	$4,100.00	$100.00	$4,100.00	$154.00	$6,314.00
1.14	Demolition	LS	1	$20,000.00	$20,000.00	$35,000.00	$35,000.00	$26,100.00	$26,100.00
1.15	Electrical and Controls	LS	1	$200,000.00	$200,000.00	$50,000.00	$50,000.00	$503,000.00	$503,000.00
1.16	SCADA Specialist Allowance	AL	1	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00	$40,000.00
1.17	Finish Grading	LS	1	$2,000.00	$2,000.00	$3,000.00	$3,000.00	$11,200.00	$11,200.00
1.18	Hydromulch	AC	1.20	$3,500.00	$4,200.00	$2,000.00	$2,400.00	$7,800.00	*$9,360.00
1.19	Miscellaneous Allowance	AL	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00	$100,000.00
TOTAL BID AMOUNT					$1,844,000.00		$1,888,469.00		*$2,132,148.00

Compiled by:
KSA
TBPE Firm Registration No. F-1356

Jeremy R. Orr, P.E.
Project Manager

*Error noted by KSA

BID TABULATION

City of Palestine
Water Treatment Plant
Standby Power Improvements
KSA Project No. PA.050
Bid Date: March 8, 2021

BID ITEM	DESCRIPTION	UNIT	QTY	4 Doughtie Construction Co., Inc. P.O. Box 1233 Huntsville, TX 77342 936-295-9420 UNIT PRICE	4 TOTAL PRICE	5 GDC Industrial, Inc. P.O. Box 1457 Sulphur Springs, TX 75483 903-335-8916 UNIT PRICE	5 TOTAL PRICE
BASE BID							
1.01	Mobilization, Insurance, and Bonds	LS	1	$103,000.00	$103,000.00	$10,400.00	$10,400.00
1.02	Care of water During Construction	LS	1	$18,000.00	$18,000.00	$5,000.00	$5,000.00
1.03	Stormwater Pollution Prevention	LS	1	$12,090.00	$12,090.00	$5,000.00	$5,000.00
1.04	Diesel Generator and Access Platform	LS	1	$535,000.00	$535,000.00	$772,196.00	$772,196.00
1.05	Automatic Transfer Switch	LS	1	$191,500.00	$191,500.00	$125,077.00	$125,077.00
1.06	2400-VAC Switchgear	LS	1	$395,000.00	$395,000.00	$735,297.00	$735,297.00
1.07	Concrete Electrical Building	LS	1	$125,500.00	$125,500.00	$113,352.00	$113,352.00
1.08	Concrete Foundation for Electrical Building Foundation	LS	1	$32,820.00	$32,820.00	$11,200.00	$11,200.00
1.09	Concrete Foundation for Generator and Platforms	LS	1	$59,151.00	$59,151.00	$18,000.00	$18,000.00
1.10	Concrete Foundation for ATS, Transformers, and MPZ	LS	1	$28,844.00	$28,844.00	$10,000.00	$10,000.00
1.11	Concrete Sidewalk	SY	167	$69.00	$11,523.00	$3,500.00	*$584,500.00
1.12	Sawcut and Repair Curb and Gutter	LF	24	$100.00	$2,400.00	$3,500.00	*$84,000.00
1.13	Sawcut and Repair Concrete Pavement	SY	41	$309.00	$12,669.00	$5,000.00	*$205,000.00
1.14	Demolition	LS	1	$20,000.00	$20,000.00	$65,000.00	$65,000.00
1.15	Electrical and Controls	LS	1	$470,000.00	$470,000.00	$216,000.00	$216,000.00
1.16	SCADA Specialist Allowance	AL	1	$40,000.00	$40,000.00	$40,000.00	$40,000.00
1.17	Finish Grading	LS	1	$13,500.00	$13,500.00	$4,000.00	$4,000.00
1.18	Hydromulch	AC	1.20	$2,750.00	$3,300.00	$5,000.00	$6,000.00
1.19	Miscellaneous Allowance	AL	1	$100,000.00	$100,000.00	$100,000.00	$100,000.00
TOTAL BID AMOUNT					$2,174,297.00		*$3,110,022.00

*Error noted by KSA

Meeting Agendas & Minutes

City Council Agendas & Minutes (/government/city-council/meeting-portal/city-council-agendas-minutes/)

Meeting Agendas & Minutes (/government/city-council/meeting-portal/meeting-agendas-minutes/)

Historical Agendas & Minutes

June 1, 2021 Wolf Creek Lake Waterfall and Dam closed to the Public (/media/yl3nygjp/press-release-areas-of-wolf-creek-lake-closed

- **City Council Agendas & Minutes (/government/city-council/meeting-portal/city-council-agendas-minutes/)**
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- **Civil Service Commission (/government/city-council/boards-commissions/civil-service-commission/)**
- **Economic Development Corporation (/government/city-council/boards-commissions/palestine-economic-development-corporation/)**
- **Financial Oversight Advisory Committee (/government/city-council/boards-commissions/financial-oversight-advisory-committee/)**
- **Historic Landmarks Commission (/government/city-council/boards-commissions/historic-landmarks-commission/)**
- **Library Board (/government/city-council/boards-commissions/palestine-public-library-board/)**
- **Main Street Advisory Board (/government/city-council/boards-commissions/main-street-advisory-board/)**
- **Parks Advisory Board (/government/city-council/boards-commissions/parks-advisory-board/)**
- **Planning & Zoning Commission (/government/city-council/boards-commissions/planning-zoning-commission/)**
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Notice of Public Meetings To Consider Possible Tax Abatement Agreement (/media/gn2dctl3/travel-center_tax-abatement-notice-of-potential-agreement-for-posting-120619.pdf)

City Council Work Session & Regular Meeting

Return to the Search Page

K.1.

Meeting Date: 06/22/2020
Submitted By: Lisa Phillips, Public Works Admin

SUMMARY:
Discuss taking action on KSA Engineers Projects 049 for Hospital Lift Station Upgrade and 050 for Water Treatment Plant Generator.

RECOMMENDED ACTION:
Recommend taking action with KSA Engineers to accept Project Drafts as below:

1. Project 049 for Hospital Lift Station Upgrade
2. Project 050 - Water Treatment Plant Generator

CITY MANAGER APPROVAL:
City Manager requests City Council's input on draft documents for the hospital lift station and water treatment plan generator projects.

Fiscal Impact

BUDGETARY IMPACT:
Project 049 Hospital Lift Station Upgrade Probable construction cost is $1,350,192.
Project 050 Water Treatment Plant Generator Probable project cost is $2,773,000.

Attachments

Project 049
Project 050

Communication

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City of Palestine

504 N. Queen Street
Palestine, TX 75801
Phone: (903) 731-8400

City Hall Office Hours
Mon-Thu: 8AM-5PM
Fri: 9AM - 5PM

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CITY OF PALESTINE

WATER TREATMENT PLANT
STANDBY POWER
IMPROVEMENTS STUDY

DRAFT

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF LESLIE P. SHAW, P.E., 52576 AND JEREMY R. ORR, P.E., 124911, ON MAY 1, 2020. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

MAY 2020

PREPARED BY:

KSA

TBPE FIRM REGISTRATION NO. F-1356
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Tyler, TX 75703
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CITY OF PALESTINE

WATER TREATMENT PLANT STANDBY POWER IMPROVEMENTS STUDY

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APPENDICIES

Appendix 1 – Opinions of Probable Project Costs
Appendix 2 – TCEQ Drinking Water Watch Data for Palestine
Appendix 3 – Existing Emergency Preparedness Plan
Appendix 4 – NFPA 110 Chapter 8

EXHIBITS

Exhibit 1 – Concept Electrical Plan
Exhibit 2 – Existing Single Line Diagram
Exhibit 3 – Option 1: Full Voltage Started HSP Standby Power System
Exhibit 4 – Option 2: Reduced Voltage (Soft) Started Standby Power System

1.0 EXECUTIVE SUMMARY

The City of Palestine retained KSA Engineers, Inc. to evaluate and analyze available options for providing standby power at the City's Surface Water Treatment Plant. This report documents the results of the study that considers the installation of a standby diesel generator at the City of Palestine's Surface Water Treatment Plant (WTP).

The City of Palestine owns and operates a raw water intake and pump station located on the Neches River that pumps water to the City's WTP located on County Road 3722. The City has no alternate water sources and no interconnections for purchasing water from neighboring water systems. The City currently has a standby generator installed at the raw water intake and pump station, but the City does not have permanent standby power at the WTP. In April 2019, a power outage at the WTP resulted in the City running out of water in the distribution system.

Oncor provides electrical power to the WTP at 2400-vac. Three high service pumps and a 300-kva City owned transformer are powered at 2400-vac. The 300-kva transformer steps voltage down to 480-vac to power all other water production equipment. The existing 2400-volt power distribution system has exceeded its generally accepted insulation life of 40-years. In addition, the location of the 2400-volt electrical equipment in the control room does not meet current National Electric Code requirements. The age and condition of the existing 2400-VAC equipment is a safety and reliability concern. A failure of this equipment could endanger the safety and lives of personnel within the control building and could put the WTP out of service for weeks to months.

KSA identified two options available for providing standby power at the WTP:

- Option 1 includes a 2000-kw, 2400-volt standby generator if the existing high service pumps full voltage starters are used.
- Option 2 includes a 750-kw, 2400-volt standby generator if new soft starters are provided for the high service pumps.

Opinions of probable project cost (OPPC) have been prepared for both Option 1 and Option 2 identified and discussed as part of this study and are provided in Table 1-1 and Table 1-2, respectively.

Table 1-1: Option 1 Opinion of Probable Project Cost

ITEM	OPINION OF PROBABLE PROJECT COST
2000-KW, 2400-VAC Generator and ATS	$1,848,700
Construction Contingencies @ 20%	$369,700
Non-Construction Cost	$554,600
TOTAL	**$2,773,000**

Table 1-2: Option 2 Opinion of Probable Project Cost

ITEM	OPINION OF PROBABLE PROJECT COST
750-KW, 2400-VAC Generator and ATS	$1,639,700
Construction Contingencies @ 20%	$327,900
Non-Construction Cost	$590,300
TOTAL	**$2,557,900**

KSA recommends the City of Palestine pursue Option 2 for the proposed WTP standby power system. A 750-kw diesel engine driven standby generator, high service pump soft starters, and replacement of the existing 300-kva transformer are recommended. Option 2 not only provides the City with a standby power system that is capable of powering all the existing WTP equipment, it resolves the existing 2400-volt power distribution system electrical issues identified and discussed herein. KSA recommends replacement of the 2400-volt power distribution system with the improvements outlined and discussed in Option 2.

2.0 INTRODUCTION

2.1 STUDY AND REPORT AUTHORIZATION

The City of Palestine authorized KSA Engineers, Inc. to perform this study and report in an agreement executed in October 28, 2019.

2.2 PURPOSE AND SCOPE

The purpose of this study is to identify options available, opinions of project cost, and provide recommendations for the standby power at the City's WTP. The scope of the study includes the following:

1) Evaluate TCEQ standby power requirements for the WTP
2) Evaluate the existing WTP electrical system and equipment
3) Identify options available for providing standby power to the WTP using diesel generator.
4) Identify construction considerations for the standby power options identified.
5) Prepare opinions of probable project cost (OPPC) for the improvement options identified.
6) Provided recommendations for the proposed standby power improvements.

2.3 ACKNOWLEDGEMENTS

The assistance and cooperation of staff members of the City of Palestine throughout the preparation of this report is gratefully acknowledged.

2.4 REFERENCE DATA

Texas Commission on Environmental Quality (TCEQ), Chapter 290 – Public Drinking Water
NFPA 70 (National Electrical Code) Section 701 – Legally Required Standby Systems.
NFPA 110 – Standard for Emergency and Standby Power Systems.

3.0 EXISTING WATER TREATMENT PLANT FACILITIES AND REQUIREMENTS

3.1 WATER SYSTEM GENERAL INFORMATION

The City of Palestine owns and operates a raw water intake and pump station located on the Neches River that pumps water to the City's Water Treatment Plant located on County Road 3722. The raw water intake is approximately 10 miles northeast of the WTP.

City staff indicated the water system currently serves 6,564 retail connections. Based on information obtained from TCEQ Drinking Water Watch Database, the City has five (5) wholesale customers: Four Pines WSC, Neches WSC, Dogwood Hills East, Dogwood Hills North, and Pleasant Springs WSC. The City currently serves Dogwood Hills East and North as permanent connections under direct pressure; as a result, these connections count towards the City's elevated storage tank capacity which brings the total connections served to 6,996. A copy of the information obtained from TCEQ Drinking Water Watch Database is included as Appendix 2.

Table 3-1: Current Wholesale Water Customer Connections

Water System	Connections	Type of Connection
Four Pines WSC	3,609	Emergency
Neches WSC	2,013	Emergency
Dogwood Hills East	249	Permanent
Dogwood Hills North	183	Permanent
Pleasant Springs WSC	981	Emergency

The City indicated they do not currently have any contracts with the existing wholesale customers. The City has no alternate water sources and no interconnections for purchasing water from neighboring water systems.

The City currently has a standby generator installed at the raw water intake and pump station, but the City does not have permanent standby power at the WTP. In April 2019, a power outage at the WTP resulted in the City running out of water in the distribution system.

3.2 EXISTING WATER TREATMENT PROCRESS AND EQUIPMENT

The City's existing WTP is rated for a daily flow of 9.0 MGD, with the largest high service pump out of service. The existing WTP is adequate to serve up to 10,416 connections based upon a TCEQ required treatment capacity of 0.6 gpm per connection.

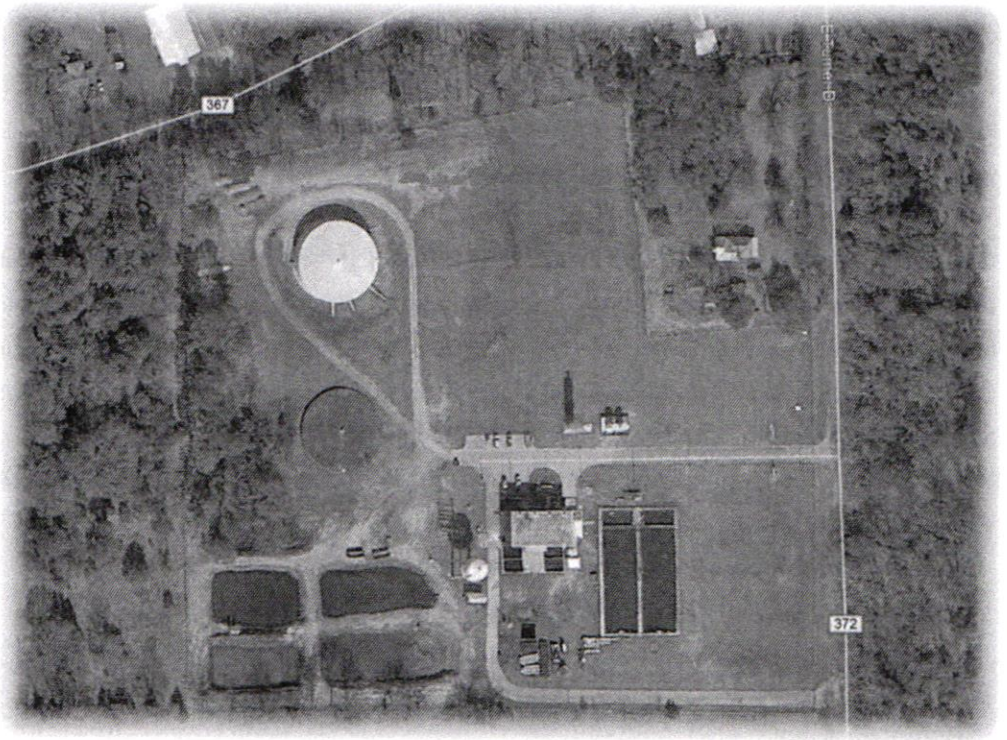


Figure 3-1: WTP Aerial Image

The surface water treatment plant utilizes a conventional surface water treatment process that is generally composed of the following steps:

1. Raw water is pumped from the raw water intake located on the Neches River to the WTP. The raw water intake features an existing standby generator.
2. Once water reaches the WTP, the influent raw water passes through a flow meter before various chemicals are applied to the raw water (alum, powdered activated carbon, etc.) and rapid mixing occurs to blend the chemicals and start the treatment process.
3. Flow is split between two rectangular sedimentation basins. Each sedimentation basin features flocculators that aid in the sedimentation process by promoting the formation of floc resulting from the addition of a coagulant (alum in this case).
4. Clarified water exiting the sedimentation basins is sent to the plant's four (4) dual media filters. Sludge collected in the sedimentation basins is directed to the plant's four (4) sludge settling ponds.
5. Water passing through the dual media filters is disinfected with chlorine and directed to the plant's two (2) clearwells. Backwash water from the filters is directed to the sludge settling ponds.

6. Finished treated water is pumped from the plant's clearwells into the water distribution system by the plant's three (3) high service pumps.

The existing three high service pumps (HSP) are horizontal split-case pumps. The pump flow rates and associated electrical motor sizes are listed below:

- HSP 1: 2,550 gpm, 200-hp, 2400-VAC
- HSP 2: 4,350 gpm, 400-hp, 2400-VAC
- HSP 3: 3,645 gpm, 300-hp, 2400-VAC

Based on conversations with City staff, the 300-hp pump currently best meets the needs of the water distribution system under normal conditions; however, the City needs to have the ability to run the 400-hp pump during peak demands conditions or in the event one or both of the other pumps are inoperable.

3.3 TEXAS COMMISSION ON ENVIRONMENTAL QUAILITY EMERGENCY POWER REQUIREMENTS

The Texas Commission on Environmental Quality (TCEQ) Chapter 290 rules for public drinking water systems include the following requirements for surface water systems such as the City of Palestine:

> 30 TAC 290.45.b.2.H - *"Emergency power for systems which serve more than 250 connections and do not meet the elevated storage requirement. Sufficient emergency power must be provided to deliver a minimum of 0.35 gpm per connection to the distribution system in the event of the loss of normal power supply..."*

Surface water systems are required to provide 100 gallons of elevated storage per connection. The City of Palestine currently has 1.15 MG of elevated storage capacity: 150,000 gallons at N. Jackson Street and 1,000,000 gallons at Mountain Pure. This amount of elevated storage is adequate to serve up to 11,500 connections based upon the TCEQ minimum capacity requirements. The City currently meets the elevated storage tank requirement and is not required to provide emergency power based upon this regulation; however, since the City is a wholesale water provider, they are required to provide standby power at the WTP and any pressure facility required to serve its customers. The TCEQ regulations state that:

> 30 TAC 290.39.c.4.B - *"Each affected utility that supplies, provides, or conveys surface water to wholesale customers shall install and maintain automatically starting auxiliary generators or distributive generation facilities for each raw water intake pump station, water treatment plant, pump station, and pressure facility necessary to provide water to its wholesale customers."*

The City is also required to have an emergency preparedness plan in place and approved by TCEQ. The TCEQ 290 rules also state:

30 TAC 290.45.b.3 - *"Any community public water system that is an affected utility shall have an emergency preparedness plan approved by the executive director and must meet the requirements for emergency operations contained in subsection (h) of this section. This includes any affected utility that provides 100 gallons of elevated storage capacity per connection"*

City staff indicated that they current have an emergency preparedness plan. A copy of the existing emergency preparedness plan is included as Appendix 3. The existing emergency preparedness plan should be updated to reflect any standby power improvements made at the WTP.

4.0 EXISTING WATER TREATMENT PLANT ELECTRICAL SYSTEM AND ISSUES

4.1 EXISTING WATER TREATMENT PLANT ELECTRICAL POWER SYSTEM

The existing electrical power supply for the WTP consists of Oncor Electric overhead three-phase pole-mounted electric lines terminating at an Oncor Electric fenced rack structure located east of the backwash water tower. Three primary fused single-phase transformers are located below the rack structure and step voltage down to 2400-vac line-to-line. The 2400-vac three-phase power is arranged as an ungrounded delta. Fusing is not provided on the secondary of these transformers. Electric power is metered at 2400-vac inside the fenced-in area. Figure 4-1 shows the existing Oncor electric facilities.



Figure 4-1: Oncor Electrical Service Delivery Point

Oncor Electric has advised that each of their step-down transformers are rated 167-kva, for a total of 500-kva of transformer capacity. Load data indicates that these transformers operate at 66-93% of their kva capacity.

Ownership of the electrical service transitions from Oncor Electric at the three conduit risers located at the south end of the fenced-in area as shown in Figure 4-2. All conduit and cable from the top of the three conduits into the main service entrance circuit breaker located inside the control building are owned by the City of Palestine. All power distribution equipment and wiring to all electrical loads at the WTP are owned by the City of Palestine.

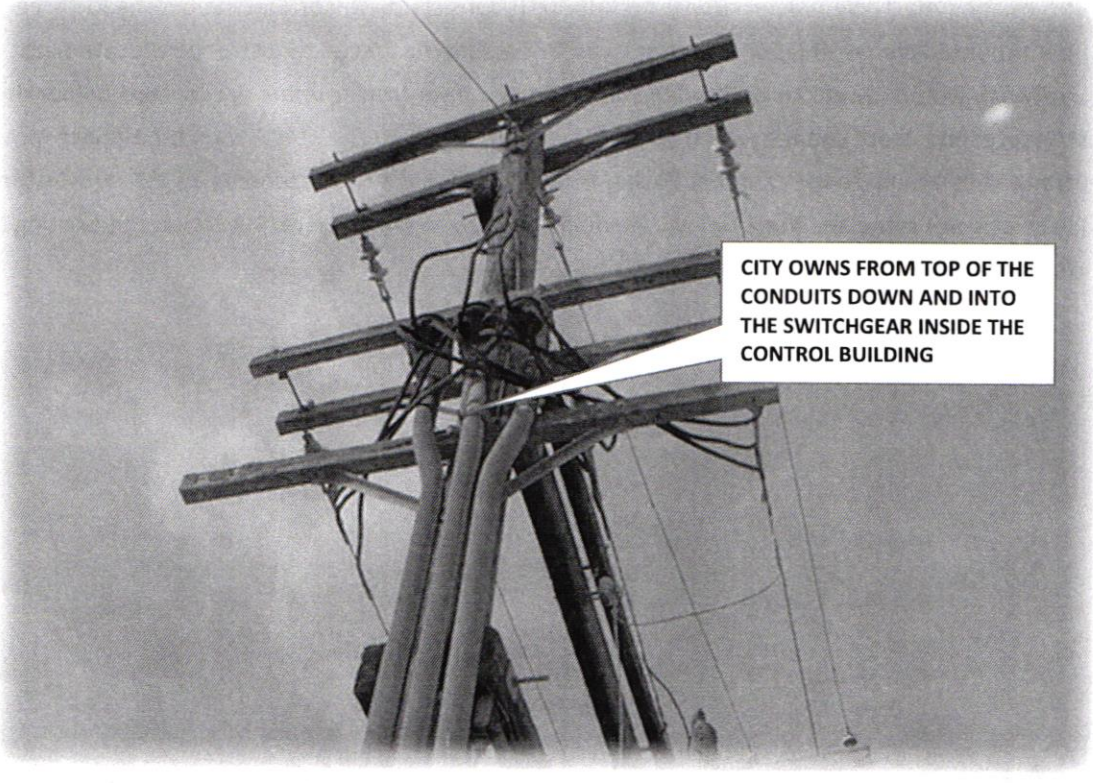


Figure 4-2: Oncor Electrical Service Delivery Point

The City owned power distribution system consists of the conduit and unshielded cable from the Oncor fenced in area to a 1200-amp 2400-vac main breaker. The 1200-amp main breaker is bus bar connected to three full voltage 2400-vac starters which power the three HSP's (high service pumps). The 1200-amp main breaker is also bus bar connected to a 2400-vac fused contactor, which is in turn bus bar connected to a 300-kva transformer. The 300-kva transformer steps voltage from 2400-vac down to 480-vac. The 300-kva transformer provides 480-vac as an ungrounded system. An ungrounded 480-vac motor control center (MCC) distributes power to the remainder of the WTP electrical loads. The City owned 2400-vac and the 480-vac power distribution system are ungrounded. Exhibit 2 shows the existing single line diagram for the WTP.

4.2 HISTORICAL WATER TREATMENT PLANT ELECTRICAL DEMANDS

It is critical that the City has the ability to power all necessary treatment equipment in the event of a power outage. Historical peak electrical usage data was obtained to determine the maximum

electrical demand required for the water treatment plant throughout the year and under the varying demand conditions. The historical peak electrical usage data for the WTP was provided by Gexa Energy and is summarized below:

Table 4-1: Historical Peak Electrical Usage Data for 800 Anderson CR 3722, Palestine, TX

Service From	Service To	Metered Demand (KW)
1-22-2020	2-20-2020	390
12-20-2019	1-22-2020	276
11-20-2019	12-20-2019	270
10-22-2019	11-20-2019	270
9-20-2019	10-22-2019	276
8-21-2019	9-20-2019	276
7-22-2019	8-21-2019	270
6-20-2019	7-22-2019	324
5-21-2019	6-20-2019	288
4-22-2019	5-21-2019	270
3-21-2019	4-22-2019	348
2-20-2019	3-21-2019	354
1-18-2019	2-26-2019	348

A review of metering data from January 2019 thru February 2020 indicates that the lowest peak demand occurred in November of 2019 at 270-kw and maximum peak demand occurred in February of 2020 at 390-kw. The second highest peak demand occurred in February of 2019 at 354-kw. The winter load exceeds the summer demand load which is unusual for a water treatment plant. Typically electrical loads are highest during the summer months when water demand is highest, and high service pumps operate more frequently.

4.3 CONDITION OF WATER TREATMENT PLANT ELECTRICAL POWER SYSTEM

The City owned portion of the electrical power distribution system, with the exception of the starter for the 300-hp HSP, was installed in 1968. The full voltage starters for the 200-hp and 400-hp HSP's appear to have been repaired as needed. There appears to have been no repairs nor maintenance to the remainder of the 1968 original equipment.

The cable from the Oncor fenced-in area to the main breaker has exceeded the generally accepted insulation life of 40 years. Cable insulation ages due to exposure to oxygen and the electric fields on the cables when in operation. Oncor provides over-current protection on the supply side of their transformers, but does not provide over-current protection on the load (City of Palestine) side of Oncor's transformers. The City owned cables from the top of the riser conduits down the pole and underground to the main circuit breaker (inside the control room) were not provided with over-current protection during the 1968 installation. An insulation failure of these cables could result in short circuiting burning the cables and enclosed conduits, putting the WTP out of service.

The 1200-amp main breaker does not appear to have been maintained and is not known to have been operated (opened and closed) in recent memory. The over-current protective relays that are intended to call for the 1200-amp main breaker to open to protect the electrical power distribution system do not appear to have been maintained nor tested. It is unlikely that the existing 1200-amp main breaker would open if the 2400-vac electrical power system experienced a short circuit resulting in a catastrophic electrical failure.

The insulation of the 300-kva transformer that steps voltage from 2400-vac down to 480-vac has also exceeded the generally accepted insulation life of 40-years. The fuses in the fused contactor, which is intended to protect the 300-kva transformer from short circuits, do not appear to have been inspected, tested, nor replaced since their installation in 1968. It is unlikely that the fuses nor the contactor is functional. As with the main breaker, a failure of the electrical equipment would catastrophic.

The age and condition of the existing 2400-VAC equipment is a safety and reliability concern. A failure of either the cable insulation, 1200-amp main breaker, insulation failure of 300-kva transformer, or fused contactor would result in arc and burn destroying the switchgear line-up and other nearby equipment. A failure of any of these items would put the WTP out of service for weeks to months and would endanger the safety and lives of personnel within the control building.

Figure 4-3 shows a 480-vac motor control center at another water treatment plant that arced and burned to illustrate the extent of the damage that is possible for this type of equipment failure.

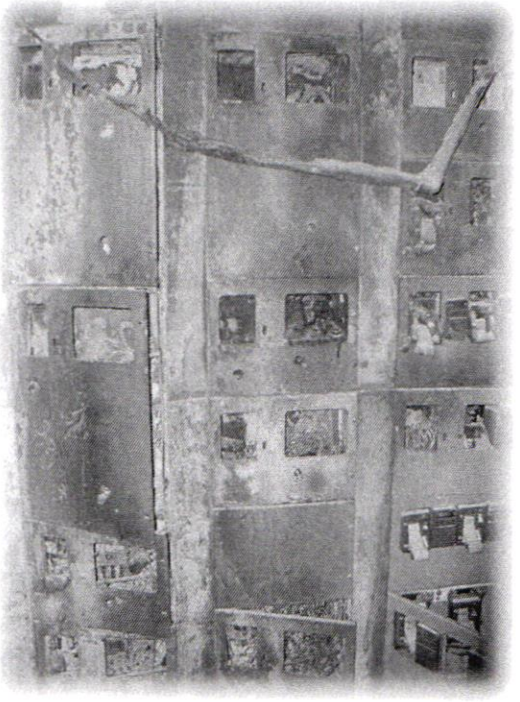


Figure 4-3: Example of MCC Burned from Arc Flash

4.4 LOCATION OF EXISTING 2400-VAC DISTRIBUTION SYSTEM

The 1200-amp main breaker, the three HSP starters, the 300-kva transformer and interconnecting bus work are all located in the control room and arranged in a U-shaped line-up of switchgear as shown in Figure 4-4.

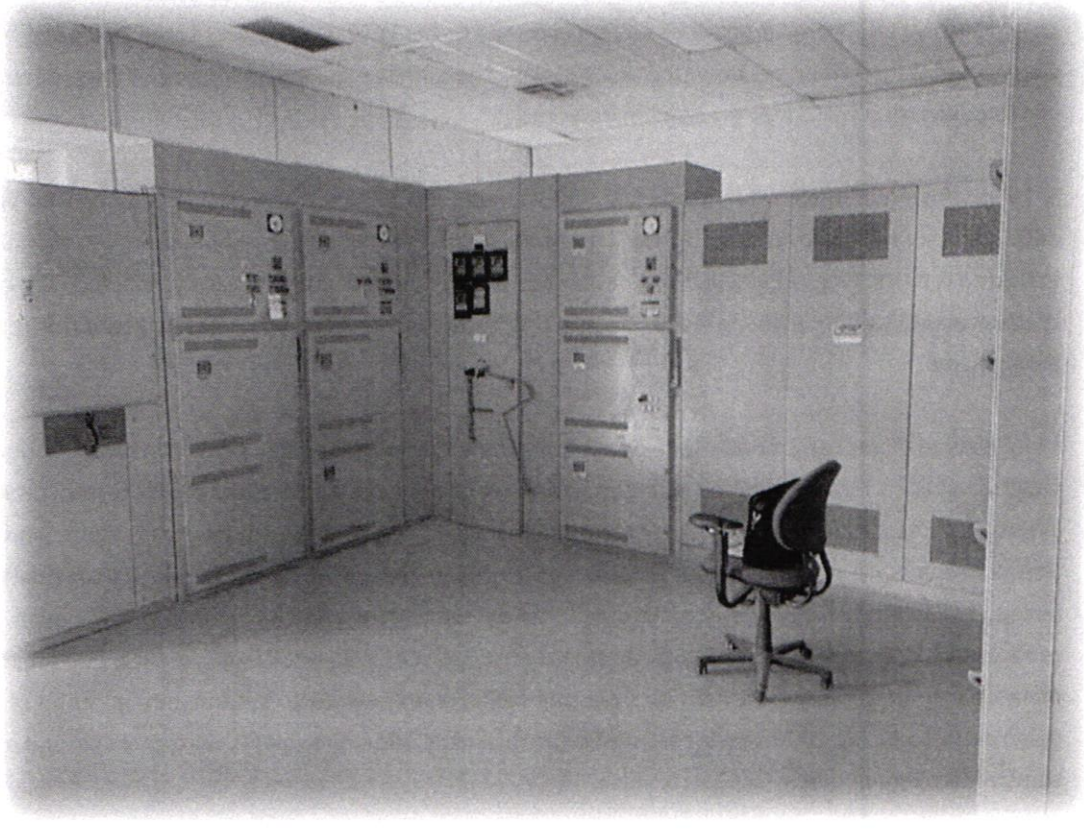


Figure 4-4: Existing Switchgear Line-up in Control Room

The National Electric Code (NEC) requires in article 110.31 that electrical equipment over 1000 volts be located "in a vault, room ... access to which is controlled by a lock ... shall be considered to be accessible to qualified persons only." The NEC also requires that the vault (room) have at least a 3 hour fire rating. The location of the existing 2400-VAC electrical equipment does not meet current NEC requirements.

5.0 WATER TREATMENT PLANT STANDBY POWER SYSTEM

5.1 PROPOSED GENERATOR VOLTAGE

As previously stated, Oncor provides electrical power to the WTP at 2400-vac. Three HSP's and a 300-kva City owned transformer are powered at 2400-vac. The 300-kva transformer steps voltage down to 480-vac to power all other water production equipment.

A 1600-kw standby generator producing 480-vac and a 1250-kva transformer stepping 480-vac up to 2400-vac was previously quoted to the City of Palestine by Mall Energy. Kendall Archer of Mall Energy indicated that the City of Palestine was concerned about failure of a permanently installed generator and the subsequent availability of a 2400-vac rental generator to provide power while generator repairs are being made.

Mobile generators that produce 480-vac are more generally available than generators that produce 2400-vac; however, a legally required standby generator should be automatically load tested every week. Weekly load testing will discover generator failures while normal Oncor power is available and provide time for repairs. The most common failure of a standby power system is the engine starter's battery. The concurrent failure of a properly maintained standby generator and the normal Oncor power is a low probability event. A 480-vac to 2400-vac step-up transformer is an additional expense and an additional maintenance item. Based on the City's existing facilities and electrical system configuration, a standby generator producing 2400-vac is best suited for this installation over a 480-vac generator and a step-up transformer arrangement.

5.2 LEGALLY REQUIRED STANDBY POWER SYSTEM

The provision of a legally required standby power system for the WTP requires: 1) a standby generator; 2) an ATS (automatic transfer switch); 3) connection of the ATS to the Oncor power supply; 4) connection of the ATS to the standby generator and 5) connection of the ATS to the City owned electrical power distribution system.

The new standby generator is recommended to be located near the existing Oncor fenced area. The new ATS is recommended to be located between the new generator and the existing Oncor fenced area. The standby generator is required by TCEQ rules to start and run the WTP water production equipment plus the 400-hp HSP or the WTP production equipment plus the 200-hp HSP and the 300-hp HSP. The size of the standby generator is based on the starting and running requirements of the electrical loads. Two options for starting the high service pumps are discussed below. Both options require the same size ATS and interconnecting cabling.

5.3 OPTION 1: FULL VOLTAGE STARTED HIGH SERVICE PUMP POWER SYSTEM

Generator sizing calculations indicate that a 2000-kw generator is required if the existing HSP full voltage starters are used. The 1600-kw generator size quoted by Mall Energy is based on starting the 300-hp HSP, rather than the 400-hp HSP. This option would include new conduit and cable from the Oncor fenced area to a new ATS, new conduit and cable from the new standby generator to the ATS, and new conduit and cable from the ATS to the existing 2400-vac switchgear. A 2000-kw generator would operate at 13-20% of its rated running capacity based on the available 13 months of load data. A 2000-kw generator size is required due to the large starting requirements of the 400-hp motor when started at full voltage. Exhibit 1 provides a conceptual electrical plan and Exhibit 3 provides a single line diagram for Option 1.

5.4 OPTION 2: REDUCED VOLTAGE (SOFT) STARTED HIGH SERVICE PUMP POWER SYSTEM

An alternative approach is to replace the full voltage starters for the high service pumps with voltage ramped soft starters. These type starters would allow a much smaller generator to be provided. Generator sizing calculations indicate that a 750-kw generator is required if each of the existing HSP full voltage starters are replaced with voltage ramped soft starters. This option would include:

1. Removal of all 2400-vac equipment from the control room including the three existing HSP starters, the 1200-amp main breaker, the fused contactor, and the 300-kva transformer
2. Installation of three new soft starters, one new ATS, one new 300-kva transformer, and two fused disconnect switches in new motor control building.
3. Provision of conduit and cable from the new soft starters to the existing HSP's
4. Connection of the new soft starters to the load side of the new ATS
5. Conduit and cable from the Oncor fenced-in area to the ATS
6. Conduit and cable from the new standby generator to the ATS
7. Conduit and cable from the new 300-kva transformer to the new 2400-vac fused disconnect switch
8. Conduit and cable from the new 300-kva transformer / secondary fused disconnect switch to the existing 480-vac motor control center (in the control room.)

This approach to providing standby power has the added benefit of addressing NEC deficiencies and potential safety issues previously discussed. This option would remove the "over 1000-vac equipment" from the control room thereby complying with current National Electrical Code requirements for location of "over 1000-vac" equipment. A 750-kw generator would operate at 36-52% of its rated running capacity, based on the available 13 months of load data. A 750-kw generator size is required due to the large starting requirements of the 400-hp motor when started with a soft starter. Exhibit 1 provides a conceptual electrical plan and Exhibit 4 provides a single line diagram for Option 2.

5.5 SERVICE ENTRANCE AUTOMATIC TRANSFER SWITCH

The service entrance is the location where power from the utility company first connects to an over-current protective device such as a circuit breaker or fuse. KSA recommends that the ATS be provided as a service entrance rated ATS having over-current, over-voltage, under-voltage, phase loss, phase imbalance and phase reversal protection. The existing 1200-amp main breaker would no longer serve as

the service entrance and it is recommended that the 1200-amp main breaker be removed. This type of ATS is needed regardless of the generator option selected.

5.6 SERVICE ENTRANCE GROUNDING

KSA recommends that the 2400-vac system be corner grounded at the utility supply and at the supply side of the service entrance ATS. KSA recommends that the generator be provided as a resistance grounded (200-amp) wye at the generator. Grounding of the system stabilizes the voltage from any given phase to ground. An ungrounded system, like the City currently has, allows the voltage from phase to ground to vary from a value equal to the line-to-line voltage to as much as twice the line-to-line voltage. Ungrounded systems stress cable and equipment insulation systems unnecessarily. KSA recommends service entrance grounding regardless of the generator option selected by the City.

5.7 300-KVA TRANSFORMER

The 480-vac side of the existing 300-kva transformer is also ungrounded. Option 1 does not include replacement of the 300-kva transformer or any other switchgrear. If Option 2 is selected, then the secondary on the transformer should be provided as a solidly grounded wye to meet current National Electrical Code requirements.

5.8 SCADA SYSTEM INTEGRATION

The proposed standby generator would be provided with an Ethernet data port for communication with the existing SCADA system. The proposed ATS would also be provided with an Ethernet data port for communication with the existing SCADA system. Communications cables would be provided from the standby generator and ATS to the existing SCADA cabinet. Additional SCADA screens would be provided to monitor and operate the generator and ATS through the SCADA HMI.

SCADA indicators would be provided to indicate availability of Oncor power, the availability of the generator, whether power is being supplied to the WTP from the generator or from Oncor, generator fuel level, generator engine oil pressure, generator engine coolant level, generator engine coolant pressure, generator battery voltage, and any generator fault alarms.

5.9 ELECTRICAL MOTOR CONTROL BUILDING

No new electrical motor control building is required for Option 1 since the existing starters would be reused. Option 2 will require the construction of a new electrical motor control building to house the new high service pump soft starters and ATS. The electrical equipment in the building will need to be heated and cooled. A wall mounted HVAC unit is typically what is provided for this type of installation. The NEC requires a certain amount of clear space for this type of electrical equipment that dictate the amount of area needed and configurations that are possible for the electrical gear. Preliminary sizing considerations indicate that the electrical control building sized at approximately 20-ft by 25-ft. The building doors will need to be equipped with panic hardware to comply with NEC standards. The exterior of the doors should also include signage indicating that only authorized personal are allowed to enter the building. As

previously stated, the NEC requires that the electrical rooms housing over 1000-vac equipment to have at least a 3 hour fire rating and be kept locked with access allowed only to qualified personnel. The building construction is anticipated to be a concrete masonry unit (CMU) block construction. The CMU building construction will require filling portions of the CMU block and providing a concrete roof in order to provide a minimum 3 hour fire rating as required by the NEC. The building colors and finishes will be selected by the City. Since the proposed soft starters will be remotely located in the electrical motor control building, push button control stations will be provided and located next to the high service pumps. The control stations would allow operators to manually set the pumps to run in hand (manual), off, or remote (through the SCADA HMI).

5.10 GENERATOR FEATURES

There are several features and options available for standby diesel generators. The proposed standby diesel generator is recommended to have the following features.

- Sound Controlled Enclosure that limits noise to 80 dbA @ 23-ft from the enclosure
- Enclosure will be weather-proof and certified to withstand sustained winds of 90 mph and gusts of 110 mph.
- Emergency stop station external to the generator enclosure.
- Enclosure to be provided with a battery powered emergency lighting system.
- Fuel tank will be double walled to eliminate the need for separate containment structure.
- Fuel tank sized to provide 48 hours of diesel at generator loaded capacity.
- Engine will be provided with an automatically controlled engine block heater.
- Alternator will be provided with anti-condensate heater.
- ATS will be provided with an automatic exerciser.
- Five (5) year or 3,000-hour warranty on all non-consumable devices.
- Manufacturer will provide start-up and training services for the generator and ATS.

5.11 EQUIPMENT LOCATIONS

The layouts included as part of this study are based upon historical record drawings that were obtained from the City and are conceptual in nature. The actual location and orientation will be determined in subsequent detail design phase after a topographic survey has been completed. It will be critical during the surveying and design phase of the proposed project to field locate the various pipelines in the vicinity. The proposed equipment should be located and oriented in such a way that existing waterlines can be safely excavated in the event they need to be repaired or replaced. Potholing the locations of these waterline is the only way to definitely determine there are no conflicts with existing pipelines. KSA would request assistance from the City during this portion of the project to provide equipment and personnel to perform potholing.

6.0 CONSTRUCTION AND OPERATIONAL CONSIDERATIONS

6.1 CONSTRUCTION SEQUENCE AND PLANT SHUTDOWNS

Both proposed standby generator options identified will require a temporary shutdown of the electrical service to the WTP during construction. Close coordination with Oncor for powering down, tie-in, inspection, and powering up are required during construction. KSA has informed Oncor of this potential project and has inquired if they will have any special requirements at this particular delivery point and how far in advance a shutdown would need to be scheduled at this location. Oncor has not yet provided a response to this inquiry.

Plant Shutdown for Option 1

The ATS and generator will be commissioned prior to this shutdown. An eight-hour shutdown is anticipated to be required in order for the following construction activities to occur.

1. The existing cables would be disconnected at the Oncor fenced area and at the 1200-amp main breaker.
2. New cable would be tied in and the power system would be corner grounded inside the Oncor fenced-in area.
3. The existing 1200-amp main breaker and potential transformers would be removed in the existing switchgear lineup.
4. The existing switchgear bus bar would be drilled and tapped to accept the new cable from the ATS.
5. The new cable from the ATS to the existing switchgear would be terminated.
6. Oncor would restore power and the WTP and all HSP's would return to operation.

Plant Shutdown for Option 2

The ATS, generator, replacement 300-kva transformer, new building, and soft starters will be commissioned prior to this shutdown. One of the three high service pumps can be disconnected from its existing full voltage starter and wired into its reduced voltage (soft) starter prior to this shutdown. An eight-hour shutdown is anticipated to be required in order for the following construction activities to occur.

1. The existing cables would be disconnected at the Oncor fenced-in area.
2. A section of the bus bar inside the existing switchgear lineup would be removed, a portion of the existing switchgear cabinets would be removed, and a closure plate would be installed.
3. The existing switchgear bus bar would be drilled and tapped to accept the new cable from the new 300-kva transformer / fused disconnect switch.
4. The new cable from the 300-kva transformer / fused disconnect switch to the existing 480-vac MCC (motor control center) would be terminated.
5. Oncor would restore power and the WTP and one HSP would return to operation. The remaining two HSP's would be rewired to the new soft starters after the WTP returns to service.

6.2 ELECTRICAL POWER SYSTEM SAFETY STUDIES

Electrical power system safety studies including short circuit, protective device coordination, and arc flash studies are required for the standby power system improvements associated with Option 1 and Option 2. The requirements of NFPA 70E – Electrical Safety in the Workplace was updated in 2018 making facility owners not only responsible for the safety of their own employees, but also for the safety of contract employees. These electrical power system safety studies are performed during the construction process and are associated with installed electrical equipment.

- Short circuit studies determine if the electrical equipment is rated to withstand and interrupt the available short circuit current.
- Protective device coordination studies determine if overcurrent devices are operating in the correct sequence and identify opportunities to reduce arc flash durations.
- Arc flash studies determine the arc flash boundaries and incident energy. Arc flash studies provide content for arc flash equipment labels, risk analysis, and energized work permits. Arc flash studies provide workers with information vital to determine what level of personal protective equipment may be appropriate for working on the electrical facilities.

KSA has staff that are trained to provide these studies or this scope of work can be provided by the contractor as part of the project construction contract.

6.3 FUTURE OPERATION AND MAINTEANCE

The operation and maintenance associated with the generator should be performed in accordance with the generator manufacturer's recommendations. As previously mentioned, TCEQ requires emergency power facilities in systems serving 1,000 connections or greater must be serviced and maintained in accordance with Level 2 maintenance requirements contained in the current National Fire Protection Association NFPA 110 Standard as stated in 30 TAC 290.45.b.2.H. A copy of NFPA 110 Chapter 8 is included in Appendix 4. The NFPA 110 Level 2 maintenance requirements described in Chapter 8 of this document generally include the following items:

- Two (2) sets of instruction manuals provided by the manufacturer.
- Special tools and testing devices necessary for routine maintenance.
- Spare parts for high mortality items stored on-site.
- Establishing a written schedule for routine maintenance and operation testing of standby power system.
- Maintaining a permanent record of the standby power system inspection, tests, and exercising, operation, and repairs that is readily available.
- Standby power system shall be inspected weekly and exercised under load at least monthly for a minimum of 30 minutes.

TCEQ also requires logs of all emergency power use and maintenance be recorded and kept on file for a period of not less than three years. These records must be made available, upon request, for executive

director review. It is possible to configure the SCADA system to automatically record historical usage data for the generator such as run dates, run times, etc. In regards to the maintenance records, KSA recommends the City consider entering into a maintenance agreement for all the City's existing generators and the proposed WTP generator. There are companies that specialize in serving and maintaining standby power generators for owners.

7.0 PROJECT SCHEDULE, OPINION OF COST, AND RECOMMENDATIONS

7.1 PROJECT SCHEDULE

A preliminary project schedule has been developed for this project to assist the City in planning. This tentative project schedule would be the same for both options presented. The lead time for each of the proposed generators is approximately 6 months from the date of approved submittals. Based on this lead time and the time needed for the remainder of the proposed improvements, KSA anticipates that a construction contract period of one year will be required for the project.

Table 7-1: Anticipated Project Schedule

ITEM	CALENDAR DAYS FROM NOTICE TO PROCEED
Complete Preliminary Design Phase	90
Complete Final Design Phase	150
Complete Bidding Phase	180
Begin Construction	210
End Construction (12 month Contract)	570

Based on the anticipated project schedule shown in Table 7-1, the City of Palestine could expect to have a functional WTP standby power system approximately 19 months after issuing KSA a notice to proceed with design phases.

7.2 OPINIONS OF PROBABLE PROJECT COSTS

Opinions of probable project cost (OPPC) have been prepared for both Option 1 and Option 2 identified and discussed as part of this study and are provided in Table 7-2 and Table 7-3, respectively. Appendix 1 includes a more detailed breakdowns for each of the OPPCs provided.

Table 7-2: Option 1 Opinion of Probable Project Cost

ITEM	OPINION OF PROBABLE PROJECT COST
2000-KW, 2400-VAC Generator and ATS	$1,848,700
Construction Contingencies @ 20%	$369,700
Non-Construction Cost	$554,600
TOTAL	**$2,773,000**

Table 7-3: Option 2 Opinion of Probable Project Cost

ITEM	OPINION OF PROBABLE PROJECT COST
750-KW, 2400-VAC Generator and ATS	$1,639,700
Construction Contingencies @ 20%	$327,900
Non-Construction Cost	$590,300
TOTAL	**$2,557,900**

These OPPCs has been developed based on quantities from schematic design and conceptual layouts. Unit prices are based upon quotes from suppliers/contractors, bid information from previous projects, and engineering judgement. The opinions of cost are based on year 2020 construction costs. These project cost include the professional service fees required for the scope of work identified for each project option.

7.3 PROJECT RECOMMENDATIONS

KSA recommends the City of Palestine consider Option 2 for the proposed WTP standby power system. A 750-kw diesel engine driven standby generator, high service pump soft starters, and replacement of the existing 300-kva transformer is recommended. Option 2 not only provides the City with a standby power system that is capable of powering all the existing WTP equipment, it resolves the existing 2400-volt power distribution system issues. The existing 2400-volt power distribution system has exceeded its generally accepted insulation life of 40-years and its current location does not comply with current NEC requirements. KSA recommends replacement of the 2400-volt power distribution system with the improvements outlined and discussed in Option 2.

APPENDIX 1

OPINIONS OF PROBABLE PROJECT COST

City of Palestine

Option 1: Full Voltage Started HSP Power System

Opinion of Probable Project Cost

Item No.	Description	Quantity	Unit	Unit Price	Total
1.01	Mobilization, Insurance, and Bonds	1	LS	$210,000.00	$210,000.00
1.02	Care of Water During Construction	1	LS	$5,000.00	$5,000.00
1.03	Hydromulch	0.8	AC	$4,000.00	$3,200.00
1.04	2000-KW, 2.4-KV Diesel Generator	1	LS	$885,500.00	$885,500.00
1.05	2.4-KV Automatic Transfer Switch NEMA 3R	1	LS	$187,900.00	$187,900.00
1.06	Foundation for Generator (24-ft x 45-ft)	120	SY	$800.00	$96,000.00
1.07	Foundation for ATS (8-ft x 8-ft)	7	SY	$800.00	$5,600.00
1.08	Sawcut and Repair Concrete Pavement	22	SY	$250.00	$5,500.00
1.09	Electrical Cable, Conduit, Terminations, etc.	1	LS	$345,000.00	$345,000.00
1.10	Shutdown Planning/Coordination	1	LS	$25,000.00	$25,000.00
1.11	SCADA Network Card, Configuration, and Screen Development	1	LS	$30,000.00	$30,000.00
1.12	Miscellaneous Allowance	1	AL	$50,000.00	$50,000.00
				Subtotal:	$1,848,700.00
				Construction Contingences @ 20%:	$369,700.00
				Pre-Agreement Opinion Of Probable Construction Cost:	$2,218,400.00
				Non-Construction Cost	$554,600.00
				Pre-Agreement Opinion of Probable Project Cost:	**$2,773,000.00**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JEREMY R. ORR, P.E., 124911, ON MAY 1, 2020 IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

Assumptions:

Unit costs are in 2020 dollars.

Construction administration and Part Time RPR services are based on 12 month construction contract.

City of Palestine

Option 2: Reduced Voltage (Soft) Started HSP Power System

Opinion of Probable Project Cost

Item No.	Description	Quantity	Unit	Unit Price	Total
1.01	Mobilization, Insurance, and Bonds	1	LS	$200,000.00	$200,000.00
1.02	Care of Water During Construction	1	LS	$5,000.00	$5,000.00
1.03	Hydromulch	0.8	AC	$4,000.00	$3,200.00
1.04	750-KW, 2.4-KV Diesel Generator	1	LS	$373,500.00	$373,500.00
1.05	2.4-KV Automatic Transfer Switch NEMA 3R	1	LS	$187,900.00	$187,900.00
1.06	2.4-KV Soft Starters for High Service Pumps	1	LS	$172,900.00	$172,900.00
1.07	300-KVA Transformer	1	LS	$28,300.00	$28,300.00
1.08	CMU Building for ATS and Soft Starters (20-ft x 25-ft)	1	LS	$125,000.00	$125,000.00
1.09	Foundation for Generator (16.5-ft x 36-ft)	66	SY	$800.00	$52,800.00
1.10	Foundation for Transformer (8-ft x 8-ft)	7	SY	$800.00	$5,600.00
1.11	Sawcut and Repair Concrete Pavement	22	SY	$250.00	$5,500.00
1.12	Electrical Cable, Conduit, Terminations, etc.	1	LS	$375,000.00	$375,000.00
1.13	Shutdown Planning/Coordination	1	LS	$25,000.00	$25,000.00
1.14	SCADA Network Card, Configuration, and Screen Development	1	LS	$30,000.00	$30,000.00
1.15	Miscellaneous Allowance	1	AL	$50,000.00	$50,000.00
				Subtotal:	$1,639,700.00
				Construction Contingences @ 20%:	$327,900.00
				Pre-Agreement Opinion Of Probable Construction Cost:	$1,967,600.00
				Non-Construction Cost:	$590,300.00
				Pre-Agreement Opinion of Probable Project Cost:	**$2,557,900.00**

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JEREMY R. ORR, P.E., 124911, ON MAY 1, 2020. IT IS NOT TO BE USED

Assumptions:

Unit costs are in 2020 dollars.

Construction administration and Part Time RPR services are based on 12 month construction contract.

APPENDIX 2

TCEQ Drinking Water Watch Data for Palestine

City of Palestine - 504 North Queen Street - Palestine TX 75801

199557

01-04666 ** MARK A. THACKER, AIA **

11/04/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/04/2021	21020-A	22-04328	HISTORIC STRUCTURES REPOR	19,840.00
11/04/2021	21025-A	22-04329	CARNEGIE LIBRARY PROJECT	16,800.00

CHECK TOTAL 36,640.00

PLEASE DETACH STUB BEFORE DEPOSITING

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

City Of Palestine
504 North Queen Street
Palestine, Texas 75801
General Operating Account

Prosperity Bank
1015 North Church Street
Palestine, Texas 75801
113122655

199557

DATE	AMOUNT
11/04/2021	$***36,640.00

VOID AFTER 90 DAYS

PAY ---- THIRTY SIX THOUSAND SIX HUNDRED FORTY & 00/100 DOLLARS ----

TO THE ORDER OF
** MARK A. THACKER, AIA **
PO BOX 2612
LINDALE, TX 75771

RUN RED IMAGE FADES WITH HEAT

199557

01-04666 ** MARK A. THACKER, AIA **

11/04/2021

DATE	I.D.	PO #	DESCRIPTION	AMOUNT
11/04/2021	21020-A	22-04328	HISTORIC STRUCTURES REPOR	19,840.00
11/04/2021	21025-A	22-04329	CARNEGIE LIBRARY PROJECT	16,800.00

** MARK A. THACKER, AIA **
PO BOX 2612
LINDALE, TX 75771

CHECK TOTAL 36,640.00

City of Palestine - 504 North Queen Street - Palestine TX 75801

Mark A. Thacker, AIA
Commercial & Preservation Architecture

Mark A. Thacker, AIA, LLC
P.O. Box 2612
Lindale, Texas 75771
p 903/595-2656
www.markathacker.com

Invoice

Date	Invoice #
10/20/2021	21025-A

Bill To

City of Palestine
Attn: Mary Raum
504 North Queen Street
Palestine, Tx 75801

P.O. No.	Terms	Project
	30 Days	

Quantity	Description	Rate	Amount
	Project: Carnegie Library Programming and Schematic Design		
	Estimated Construction cost: S 600,000 X fee .08 X 35% complete	16,800.00	16,800.00
	TOTAL DUE THIS INVOICE 21025-A: S 16,800.00		

PAYMENT AUTHORIZATION
Due Date: _____ Vendor # _____
PO # _____ Parcial ☐ Complete ☐
Acct #: _____ $ _____
Acct #: _____ $ _____
Description: _____
DPT DIR: _____ D: _____
FINC DIR: _____ D: _____
CTY MNR: _____ D: _____

Thank you for allowing us to work with you!

Total $16,800.00

MARK A. THACKER, AIA ~ Commercial & Preservation Architecture
BY: _____

City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 22-04329 **Date:** 11/02/2021

Request # : 22-04403 **Vendor # :** 01-04666

ISSUED TO: MARK A. THACKER, AIA
PO BOX 2612
LINDALE, TX 75771

SHIP TO: CITY OF PALESTINE
504 NORTH QUEEN ST
PALESTINE, TX 75801

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	CARNEGIE LIBRARY PROJECT CARNEGIE LIBRARY PROJECT-PROGRAMMING & SCHEMATIC DESIGN	673-5-110-7403	035	0.00	48,000.00
					TOTAL	48,000.00

Teresa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

City of Palestine – Requisition

Date	Requested By
10/29/2021	**Mary Raum**

Ship To
City of Palestine
504 N Queen Street
Palestine, Texas 75801

Order To Be Placed By
Requester ☒
Purchasing Agent ☐

Account Number
673-5-110-7403 project 035

Exempt From Bidding
☐ Emergency
☒ Sole Source
☐ Interlocal Agreement
☐ Other (Explain Below)

Mark A. Thacker, Aia
Po Box 2612
Lindale, Texas 75771

Description	Quantity/Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Carnegie Library Project - Programming & Design	1	~~$600,000~~.00	~~$600,000.00~~	$0.00	$0.00	$0.00	$0.00
		48,000 -	48,000				
Shipping Charges							
		Total	48,000 -	Total		Total	

Awardee: Mark A Thacker AIA

Department Head Signature: Brian Herrera 11/1/24

City of Palestine – Requisition

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of
in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)
City of Palestine
504 N. Queen Street
Palestine, Texas 75801

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)
Mark A. Thacker, AIA, LLC
PO Box 2612
Lindale, Texas 75771

for the following Project:
(Name, location and detailed description)
Former Carnegie Library
502 N. Queen Street Palestine, Texas 75801

The Owner and Architect agree as follows.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The building is to be rehabilitated to serve as a temporary library. Accessibility and necessary alterations are to be included. The Architect shall work with City Staff to program the temporary library space and the permanent library to be located in the Former Reagan School.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The building is historic and project is to be coordinated with the Texas Histroical Commission (THC).

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§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

To be determined during schematic design phase.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Design to be complete by December 2021 provided timely responses by client.

.2 Construction commencement date:

TBD

.3 Substantial Completion date or dates:

TBD

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

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§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Mary Raum, CTE/TDM
Tourism Marketing manager
Palestine Visitor Information Center Manager
825 W. Spring Street
Palestine, Texas 75801
Email: mraum@palestine-tx.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

N/A

.2 Civil Engineer:

N/A

.3 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Mark A. Thacker, AIA, LLC
PO Box 2612
Lindale, Texas 75771
Email: mark@markathacker.com

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§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

BBSE Structural Engineering, LLC
Michael Bugh, PE
PO Box 8345
Tyler, Texas 75711

.2 Mechanical Engineer:

MEP Associates
Lowrie Floyd
717 W. Houston Street
Tyler, Texas 75702

.3 Electrical Engineer:

MEP Associates
Lowrie Floyd
717 W. Houston Street
Tyler, Texas 75702

§ 1.1.11.2 Consultants retained under Supplemental Services:

N/A

§ 1.1.12 Other Initial Information on which the Agreement is based:

N/A

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's

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sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million ($ 1,000,000.00) per claim and One Million ($ 1,000,000.00) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

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ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the

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Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

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§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work

completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1	Programming	Architect
§ 4.1.1.2	Multiple preliminary designs	
§ 4.1.1.3	Measured drawings	Architect
§ 4.1.1.4	Existing facilities surveys	Architect
§ 4.1.1.5	Site evaluation and planning	
§ 4.1.1.6	Building Information Model management responsibilities	
§ 4.1.1.7	Development of Building Information Models for post construction use	
§ 4.1.1.8	Civil engineering	
§ 4.1.1.9	Landscape design	
§ 4.1.1.10	Architectural interior design	
§ 4.1.1.11	Value analysis	
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	
§ 4.1.1.13	On-site project representation	
§ 4.1.1.14	Conformed documents for construction	
§ 4.1.1.15	As-designed record drawings	
§ 4.1.1.16	As-constructed record drawings	
§ 4.1.1.17	Post-occupancy evaluation	
§ 4.1.1.18	Facility support services	
§ 4.1.1.19	Tenant-related services	
§ 4.1.1.20	Architect's coordination of the Owner's consultants	
§ 4.1.1.21	Telecommunications/data design	
§ 4.1.1.22	Security evaluation and planning	
§ 4.1.1.23	Commissioning	
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25	Fast-track design services	
§ 4.1.1.26	Multiple bid packages	
§ 4.1.1.27	Historic preservation	Architect
§ 4.1.1.28	Furniture, furnishings, and equipment design	
§ 4.1.1.29	Other services provided by specialty Consultants	
§ 4.1.1.30	Other Supplemental Services	

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Supplemental Services	Responsibility *(Architect, Owner, or not provided)*

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

N/A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

N/A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

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.7 Preparation for, and attendance at, a public presentation, meeting or hearing;
.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
.9 Evaluation of the qualifications of entities providing bids or proposals;
.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 Eight (8) visits to the site by the Architect during construction
.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

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§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead

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and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has 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, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

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§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is

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stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☐ Litigation in a court of competent jurisdiction

☑ Other: *(Specify)*

Mediation

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

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§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

N/A

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

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§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight percent (8.00 %) of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

N/A

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Negotiated if required

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent (%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

N/A

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/

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§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty percent (	20 %)
Design Development Phase	Twenty percent (	20 %)
Construction Documents Phase	Forty percent (	40 %)
Procurement Phase	Five percent (	5 %)
Construction Phase	Fifteen percent (	15 %)
Total Basic Compensation	one hundred percent	(100%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)
Architect	$ 155.00
Engineer	$ 155.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;

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.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Ten percent (10 %) of the expenses incurred.

§ 11.9 Architect's Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

N/A

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of
Zero
(0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of

(N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid
Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

1.5 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS
Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

☑ Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: General Liability Certificate
Exhibit B: Professional Liability Certificate

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

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This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
(Printed name and title)	Mark Thacker / Owner / 14799 *(Printed name, title, and license number, if required)*

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER StateFarm RJ Collins State Farm Insurance P.O. Box 2605 Lindale, TX 75771	CONTACT NAME: RJ Collins PHONE (A/C, No, Ext): 903-882-7583 FAX (A/C, No): 903-882-3925 E-MAIL ADDRESS: rj.collins.ptbh@statefarm.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Mark A Thacker, AIA LLC 203 S. Henry St Lindale TX 75771	INSURER A : State Farm Lloyds — 43419 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			903-E0-T842-3	01/15/2021	01/15/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 2,000,000 $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

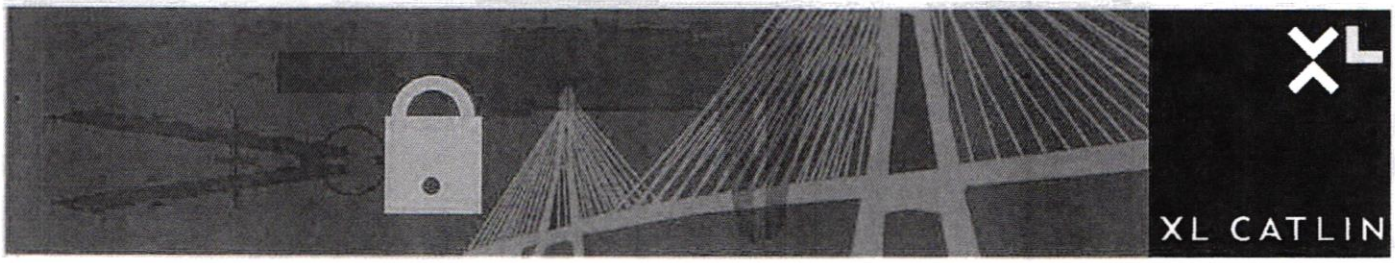
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Allison Cooley

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Regulatory Office
XL Specialty Insurance Company
Dept: Regulatory
505 Eagleview Blvd., Suite 100
Exton, PA 19341-1120

(800) 688-1840

Professional, Environmental And Network Security Liability Policy – Architects, Consultants And Engineers Declarations

THIS IS A "CLAIMS-MADE AND REPORTED" POLICY. THIS POLICY REQUIRES THAT A CLAIM BE MADE AGAINST THE INSURED DURING A POLICY YEAR AND REPORTED TO THE COMPANY, IN WRITING, DURING THAT POLICY YEAR OR AUTOMATIC EXTENDED REPORTING PERIOD.

CERTAIN STATES MANDATE SPECIFIC WARNINGS, EXCEPTIONS OR CONDITIONS MODIFYING THE TERMS AND CONDITIONS OF THIS POLICY. PLEASE READ THIS POLICY CAREFULLY, INCLUDING THE DECLARATIONS AND ALL ENDORSEMENTS.

THIS POLICY CONTAINS PROVISIONS THAT LIMIT THE AMOUNT OF CLAIM EXPENSES THE COMPANY IS RESPONSIBLE TO PAY IN CONNECTION WITH CLAIMS. CLAIM EXPENSES SHALL BE SUBJECT TO ANY APPLICABLE DEDUCTIBLE AMOUNT. THE PAYMENT OF CLAIM EXPENSES WILL REDUCE THE LIMITS OF LIABILITY STATED IN ITEM 3 OF THE DECLARATIONS.

Policy Number: DPS9961575

1: **NAMED INSURED:** Mark A. Thacker, AIA
Physical Address: 203 S. Henry
City, State Zip Code: Lindale, TX 75771

Mailing Address: P.O. Box 2612
City, State Zip Code: Lindale, TX 75771

Contact Information:

Prefix: Mr.
First Name: Mark
Middle Initial: A
Last Name: Thacker
Phone: 903-595-2656 Email: mark@markathacker.com

2: **POLICY PERIOD:**

Effective Date: 06/16/2020 Expiration Date: 06/16/2023
12:01 A.M. standard time at your mailing address shown in Item 1 above.

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3: Limit of Liability (Inclusive of CLAIM EXPENSES):

3a.	$1,000,000	each CLAIM
3b.	$1,000,000	each POLICY YEAR Aggregate

4: Deductible (Inclusive of CLAIM EXPENSES):

4a.	$5,000	each CLAIM
4b.	$5,000	each POLICY YEAR Aggregate

5: Policy Premium:

Multiyear Gross Premium:		$7,590
Annual Gross Premium:		$2,530
Optional Endorsement Annual Premium(s)		
Dollar One Defense	# LDD411_1116	Included
Education Program Credit	# LDD416_1116	($253)
Cyber Suite for Design Professionals	# N/A	N/A
Employment Practices Liability for Design Professionals	# N/A	N/A
Other	# N/A	N/A
Annual Net Total Premium		$2,277
Multiyear Net Total Premium:		$6,831

6: Retroactive Dates:

Coverage A:	08/01/1974
Coverage B:	08/01/1974
Coverage C:	08/01/1974

7: Anniversary Date: 06/16/2020

8: Endorsements Attached to this Policy at Time of Issuance:

PN CW 01 0915 Notice to Policyholders
PN CW 02 0505 Notice To Policyholders
PN CW 03 0505 Notice To Policyholders
PN CW 05 1010 Notice To Policy Holders
PN TX 01 0511 Important Notice
IL MP 9104 0915 XLS - In Witness Endorsement
LDD050_1116 Professional, Environmental & Network Security Liability Policy
LDD416 1116 Professional Liability Education Program Credits
LDD444 1116 Technology Services Coverage
LDD411 1116 Dollar One Defense Coverage Endorsement
LDD413 0809 Premium Installment Payments
LDD450 1110 Reliance On Submission Of Another Insurance Co App
LDD430 1110 Additional Named Insured(s)

Producer: McLaughlin/Brunson Insurance Agency -- Texas
Date Issued: 06/11/2020
Countersigned by:
Countersigned at: Dallas, TX

(Authorized Representative)

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Mark A. Thacker, AIA
Commercial & Preservation Architecture

Mark A. Thacker, AIA, LLC
P.O. Box 2612
Lindale, Texas 75771
p 903/595-2656
www.markathacker.com

Invoice

Date	Invoice #
9/1/2021	21020-A

Bill To

City of Palestine
Attn: Mary Raum
504 North Queen Street
Palestine, Tx 75801

P.O. No.	Terms	Project
	30 Days	

Quantity	Description	Rate	Amount
	Project: Historic Structures Report		
	Total hours: 137.5 X S 155.00 = S 21,312.50	19,840.00	19,840.00
	Not to exceed amount: S 19,840.00		
	TOTAL DUE THIS INVOICE 21020-A: S 19,840.00		

PAYMENT AUTHORIZATION
Due Date: _____ Vendor # _____
PO # _____ Parcial ☐ Complete ☐
Acct #: _____ $
Acct #: _____ $
Description: _____
DPT DIR: _____ D: _____
FINC DIR: _____ D: _____
CTY MNR: _____ D: _____

Thank you for allowing us to work with you!

Total $19,840.00

MARK A. THACKER, AIA ~ Commercial & Preservation Architecture
BY: _____

City of Palestine
504 North Queen Street
Palestine TX 75801

PURCHASE ORDER

PO Number: 22-04328 **Date:** 11/02/2021

Request # : 22-04402 **Vendor # :** 01-04666

ISSUED TO: MARK A. THACKER, AIA
PO BOX 2612
LINDALE, TX 75771

SHIP TO: CARNEGIE BUILING
SPRING STREET

ITEM	UNITS	DESCRIPTION	G/L ACCOUNT	PROJ	PRICE	AMOUNT
1	0.00	HISTORIC STRUCTURES REPOR HISTORIC STRUCTURES REPORT FOR FORMER REAGAN SCHOOL	673-5-110-7403	035	0.00	19,840.00
					TOTAL	19,840.00

Rosa M. Herrera
City Manager

Finance Director

Purchasing Agent

1. Original invoice plus one copy must be sent to: City of Palestine, Accounts Payable Dept, 504 N Queen St, Palestine TX 75801-2733.
2. Payment may be expected within 30 days of receipt of goods, unless otherwise stated.
3. C.O.D. shipment will not be accepted.
4. Purchase Order numbers must appear on all shipping containers, packing slips and invoices. Failure to comply with the above request may delay payment.
5. All goods are to be shipped F.O.B. Destination unless otherwise stated.
6. All materials and services are subject to approval based on the description on the face of the purchase order or appendages thereof. Substitutions are not permitted without approval of the Requesting Department. Material not approved will be returned at no cost to the City.
7. All goods and equipment must meet or exceed all necessary city, state and federal standards and regulations.
8. Vendor or manufacturer bears risk of loss or damage until property received and/or installed.
9. Seller acknowledges that buyer is an equal opportunity employer. Seller will comply with all equal opportunity laws and regulations that are applicable to it as a supplier of the buyer.
10. The City is exempt from all federal excise and state tax - ID# 75-6000632

Purchasing Dept. (903) 731-8441 Fax (903) 731-8486

22-04328

04666

City of Palestine – Requisition

Date	Requested By
10/29/2021	**Mary Raum**

Ship To
City of Palestine
504 N Queen Street
Palestine, Texas 75801

Order To Be Placed By
Requester ☒
Purchasing Agent ☐

Account Number
673-5-110-7403

Exempt From Bidding
☐ Emergency
☒ Sole Source
☐ Interlocal Agreement
☐ Other (Explain Below)

project 035

Mark A. Thacker, Aia
Po Box 2612
Lindale, Texas 75771

Description	Quantity/Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
Historic Structures Report	1	$19,840.00	$19,840.00	$0.00	$0.00	$0.00	$0.00
for former Reagan school							
Shipping Charges							
		Total		Total		Total	

Awardee: Mark A Thacker, AIA

Department Head Signature: Herrera 11/1/21

City of Palestine – Requisition

An Agreement for the Provision of Limited Professional Services

Mark A. Thacker, AIA
Commercial & Preservation Architecture

203 S. Henry Street Lindale, Texas 75771

Client: City of Palestine
825 W. Spring Street
Palestine, Texas 75801

Date: July 28, 2021
Architect's Project No.: 21020

Project Name/Location: **Historic Structures Report**
Former Reagan School
400 S. Micheaux St.
Palestine, Tx. 75801

Scope / Intent & Extent of Services:

1. Conduct an investigation of each floor, walls, and roof of the building.
2. Provide a schematic floor plan of each floor showing major rooms and their floor areas.
3. Evaluate the structural systems based on observation and available information.
4. Approximate allowable floor loading in respect to anticipated use as a public library.
5. Include services of a Structural Engineer experienced in repair of historic buildings.
6. Include conceptual design for accessibility based on the Texas Accessibility Standards TAS). Include options if applicable.
7. Attempt to determine existing load bearing and non-load bearing walls.
8. Prepare a preliminary opinion of probable construction (OPC) cost to rehabilitate the building to facilitate a library use. The OPC will not incorporate costs for specific design features proposed for the new library.
9. Included are two site visits during investigation and one presentation to City staff.
10. At this time no mechanical or electrical engineering is anticipated and is not included in the Architect's fee.
11. Communicate with the Texas Historical Commission if required.
12. The completed product will be a report on letter size format and will include descriptions, photographs, concept design diagrams, OPC and other information as applicable.

Fee Arrangement: Based on Hourly Rates not to exceed $ 19,840.00. (est. 128.0 hrs.)
Hourly Rate: Architect/Engineers Time:$ 155 / hour
Structural Engineering services are included in this fee.

Schedule (time after notice to proceed):

1.	Investigation:	15 Days
2.	Compile Historic Structures Report:	15 Days

Total anticipated days to complete project: 30 Days

Offered By:
Mark A. Thacker, AIA

7/28/2021
Signature Date

Mark A. Thacker, AIA / Owner-Architect
Printed Name/Title

Accepted By:

28 July 2021
Signature Date

Teresa Herrera, City Manager
Printed Name/Title

The Terms and Conditions and the initials required on the reverse of this form are a part of this Agreement.

TERMS AND CONDITIONS

The Architect shall perform the services outlined in this agreement for the slated fee arrangement.

Access To Site:
Unless otherwise stated, the Architect will have access to the site for activities necessary for the performance of the services. The Architect will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:
Any claims or disputes made during design, construction or post-construction between the Client and Architect shall be submitted to non-binding mediation. Client and Architect agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method of dispute resolution between all parties.

Billings/Payments:
Invoices for the Architect's services shall be submitted, at the Architect's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, the Architect may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:
Accounts unpaid 60 days after the invoice date may be subject to a monthly service charge of 1.5% per month on the then unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:
The Client shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, his or her officers, directors, employees, agents and sub-consultants from and against all damage, liability and cost, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, except only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of the Architect.

Certifications:
Guarantees and Warranties: The Architect shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Architect cannot ascertain.

Limitation of Liability:
In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Architect's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed the total fee. Such causes include, but are not limited to, the Architect's negligence, errors, omissions, strict liability, breach of contract or breach of warrant.
Initial here: MY (Architect) _____ (Client).

Termination of Services:
This agreement may be terminated by the Client or the Architect by giving seven days written notice. In the event of termination, the Client shall pay the Architect for all services rendered to the date of termination, all reimbursable expenses, and termination expenses.

Ownership of Documents:
All documents produced by the Architect under this agreement shall remain the property of the Architect and may not be used by the Client for any other endeavor without the written consent of the Architect.

The Texas Board of Architectural Examiners, 333 Guadalupe, #2-350, Austin, TX 78701. Phone: (512) 305-8543, has jurisdiction over individuals licensed under the Architect's Registration Law, Article 249a, VTCS.

Agenda Date:	December 13, 2021
To:	City Council
From:	Teresa Herrera, City Manager
Agenda Item:	Kim's Convenience Store #45
Date Submitted:	

SUMMARY:

Discuss and take possible action to acknowledge the receipt of, and accept by motion and affirmative note, Kim Cole's petition to annex into the City of Palestine Kim's Convenience Store #45. Teresa Herrera, City Manager

Attached is the petition - Palestine Kim Cole Petition for Annexation

RECOMMENDED ACTION:

Staff recommends Council discuss and take possible action.

CITY MANAGER APPROVAL:

Attachments

Annexation Petition

STATE OF TEXAS §
§
COUNTY OF ANDERSON §

PETITION FOR ANNEXATION OF AREA
ON REQUEST OF AREA LANDOWER(S)

This Petition is made and submitted in accordance with Texas Local Government Code Sec. 43.0671. The undersigned, in compliance with all applicable law relating to a petition by landowners, states that the areas sought to be annexed meet the applicable requirements of law for annexation of property by petition of area landowners. The property which is the subject of this Petition is contiguous to the current boundaries of the City of Palestine, Texas, or in the alternative, may become contiguous to the boundaries of the City of Palestine, Texas following the annexation of such other property.

Subject Property: A 2.381-acre tract out of the William Kimbrough Survey, Abstract A0034, Block 1263, Tract 1E in Anderson County, Texas; and

I (we) do hereby petition for annexation of the subject property as described herein and attach hereto, to be incorporated as Exhibit "A", a legal description of said property as well as a properly engineered and prepared drawing indicating the legal relationship to the City of Palestine's current boundaries and delineating and setting out the property sought to be annexed.

Based upon the legal representations as herein set out and upon submittal of the required engineered drawings and legal description, I (we) do respectfully petition for annexation in accordance with the provisions of Sec. 43.0671 of the Texas Local Government Code.

SIGNED and DATED this, the _____ day of _____, 20_____.

PROPERTY OWNER(S):

_____ _____

KIM'S CONVENIENCE STORE #45, LLC by its Member Kim Cole

Received by:

_____ _____

Signature Title

_____ _____

Printed Name Date

ACKNOWLEDGMENT

STATE OF TEXAS **§**
§
COUNTY OF AUSTIN **§**

BEFORE ME, the undersigned authority, on this date personally appeared the person(s) whose name(s) is (are) subscribed above, who each, after being by me first duly sworn, acknowledged to me that he/she (they) is (are) the real and true record property owner(s) of the property described in the petition to which this acknowledgement is attached and that they have signed and executed the said petition for the purposes and considerations as therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this the _____ day of _____, 20____.

_____
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

A 2.381-acre tract out of the William Kimbrough Survey, Abstract A0034, Block 1263, Tract 1E in Anderson County, Texas, described by the following metes and bounds description:

ALL THAT CERTAIN lot, tract, or parcel of land situated in the William Kimbro Survey, Abstract 34, Anderson County, Texas and being all of a called 2.381 acre tract described in a deed to K & D Cole Family Partnership, LP, recorded in Volume 2529, Page 121 in the Deed Records of Anderson County, Texas and being more completely described as follows:

BEGINNING at a 1/2 inch iron rod capped "Summit Surveying" set for the southeast corner of said 2.381 acre tract and being in the west right of way line of U.S. Highway 287 & State Highway 19, from which a concrete right of way marker found in said west right of way line bears South 36 deg. 25 min. 36 sec. East a distance of 96.04 feet;

THENCE South 53 deg. 34 min. 24 sec. West along the south line of said 2.381 acre tract, a distance of 139.96 feet to a ½ inch iron rod capped "Summit Surveying" set for the corner and being the beginning of a non-tangent curve to the right;

THENCE along said south line and said curve to the right having a Delta deg. 29 deg. 32 min. 24 sec., a Radius of 122.50 feet, an Arc distance of 63.16 feet and a Chord which bears South 68 deg. 20 min. 37 sec. West a distance of 62.46 feet to an X scribe in concrete set for the southwest corner of said 2.381 acre tract and being the beginning of a curve to the left;

THENCE along the west line of said 2.381 acre tract and said curve to the left having a Delta of 11 deg. 45 min. 07 sec., a Radius of 200.00 feet, an Arc distance of 41.02 feet and a Chord which bears North 30 deg. 33 min. 30 sec. West, a distance of 40.95 feet to a 1/2 inch iron rod capped "Summit Surveying" set for corner at the end of said curve;

THENCE North 36 deg. 25 min. 36 sec. West continuing along the west line of said 2.381 acre tract, a distance of 540.10 feet to a 1/2 inch iron rod found for the northwest corner of said 2.381 acre tract;

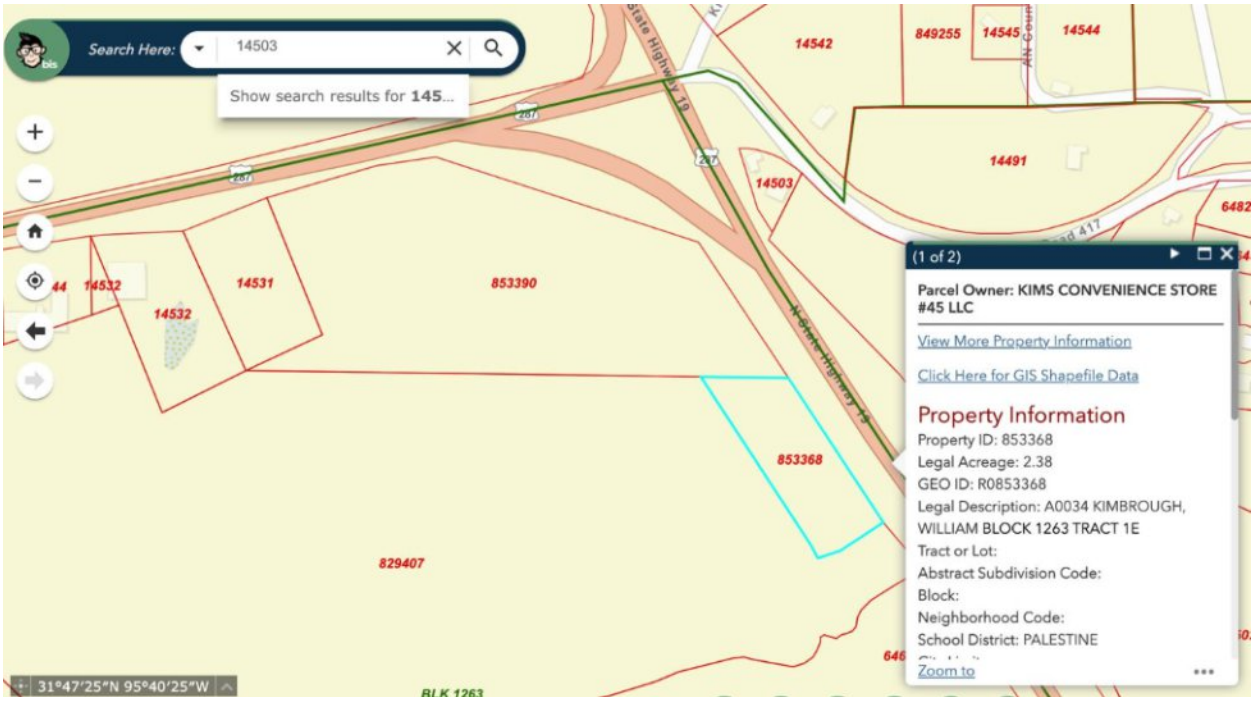
THENCE North 87 deg. 57 min. 50 sec. East along the north line of said 2.381 acre tract, a distance of 237.71 feet to a 1/2 inch iron rod capped "Summit Surveying" set for the northeast corner of said 2.381 acre tract and being in the west right of way line of said U.S. Highway 287 & State Highway 19;

THENCE South 36 deg. 25 min. 36 sec. East along said west right of way line and the east line of said 2.381 acre tract, a distance of 462.49 feet to the PLACE OF BEGINNING containing 2.381 acres of land.

(map appears on next page)

Exhibit "A" (cont.)

Source: Anderson County Appraisal District (https://gis.bisclient.com/andersoncad/index.html)



Agenda Date:	December 13, 2021
To:	City Council
From:	Greg Laudadio, Director of Economic Development
Agenda Item:	Second reading of a resolution authorizing a funding agreement and an infrastructure grant by PEDC.
Date Submitted:	12/09/2021

SUMMARY:

Second reading of a resolution authorizing a funding agreement and an infrastructure grant in an amount not to exceed $25,000.00 for certain wastewater upgrades resulting from proposed annexation of and delivery of utility service to Kim's Convenience Store #45.

RECOMMENDED ACTION:

Second reading of a resolution authorizing a funding agreement and an infrastructure grant in an amount not to exceed $25,000.00 for certain wastewater upgrades resulting from proposed annexation of and delivery of utility service to Kim's Convenience Store #45.

CITY MANAGER APPROVAL:

Agenda Date:	December 13, 2021
To:	City Council
From:	April Jackson, Asst. City Secretary
Agenda Item:	Waste Connections Price Increase
Date Submitted:	11/10/2021

SUMMARY:

Waste Connections sent the City a letter notifying us of a 4.4% increase for services rendered. The base rate is currently at $11.35 per residence per month. The new rate will be $11.55 per residence per month. Commercial and Roll-off customers will be increased 4.4% as well. In accordance with the terms of the Solid Waste Collection and Disposal Services Agreement this rate adjustment will become effective January 5, 2022.

RECOMMENDED ACTION:

Staff recommends Council discuss the rate increase.

CITY MANAGER APPROVAL:

Attachments

Price Increase 2022 Waste Connections

WASTE CONNECTIONS
Connect with the Future

November 9, 2021

City of Palestine
504 N. Queen Street
Palestine, TX 75801

Re: City of Palestine Annual CPI Rate Adjustment

In accordance with the terms of the Solid Waste Collection and Disposal Services Agreement between the City of Palestine and Waste Connections we convey this rate adjustment to become effective January 5, 2022.

Section 6 of "Second Amendment to Solid Waste Collection Contract" specifies that a CPI rate adjustment is to be implemented according to the Bureau of Labor Statistics, resulting in an increase of 4.4% for services rendered by Waste Connections

Base rate is currently at $11.35 per residence per month
New Rate per residence will be $11.55 per residence per month
Commercial and Roll-off customers will be increased 4.4% as well.

We appreciate the opportunity to serve The City of Palestine and look forward to our continued partnership in 2022.

Respectfully,

Blake Aulds
District Manager
Waste Connections

Agenda Date:	December 13, 2021
To:	City Council
From:	April Jackson, Asst. City Secretary
Agenda Item:	Appointment for Anderson County Appraisal District
Date Submitted:	11/10/2021

SUMMARY:

Currently, Councilwoman Vickey Chivers is serving as the City Representative to the Anderson County Appraisal Central District Board of Directors the term of office expires on December 31, 2021. Councilwoman Chivers was appointed by Council on December 9, 2019.

According to Section 6.03 of the Texas Property Tax Code, City Council needs to adopt the resolution appointing a member to for the 2022-2023 term.

RECOMMENDED ACTION:

Staff recommends Council appoint a City Representative to the Anderson County Appraisal Central District Board of Directors.

CITY MANAGER APPROVAL:

Attachments

Appointment ACAD

Resolution

Anderson County Central Appraisal District

September 28, 2021

Mayor Dana Goolsby
City of Palestine
504 N Queen
Palestine, TX 75801

Dear Mayor Goolsby,

The term of office your Board of Director representative is currently serving for the Anderson County Appraisal District expires on December 31, 2021.

According to Section 6.03 of the Texas Property Tax Code, your jurisdiction will need to adopt a resolution appointing a member for the 2022-2023 term and provide the Chief Appraiser a copy of your resolution.

In order to complete all the necessary paperwork prior to January 1, please notify us of the appointment as soon as possible.

If you have any questions, please feel free to contact me.

Sincerely yours,

Adrienne Polk
Chief Appraiser

P.O. Box 279, Palestine, TX 75802 / 801 N Perry St. / Phone (903) 723-2949 / Fax (903) 723-5990

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALESTINE, TEXAS, AUTHORIZING THE APPOINTMENT OF A CITY REPRESENTATIVE TO THE ANDERSON COUNTY CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS.

WHEREAS, the City of Palestine, Texas, a political subdivision, is entitled to representation on the Board of Directors of the Anderson County Central Appraisal District.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PALESTINE:

SECTION 1. That _____ is hereby appointed to serve on the Anderson County Central Appraisal District's Board of Directors for the 2022-2023 term as a representative of the City of Palestine.

PASSED, APPROVED, and ADOPTED by the City Council of the City of Palestine, Texas, at a regular meeting held on this the 13th day of December, 2021.

_____
DANA GOOLSBY, MAYOR

ATTEST:

_____
APRIL JACKSON, CITY SECRETARY

APPROVED AS TO FORM:

_____
GARY LANDERS, CITY ATTORNEY