



501 East Craven • P.O. Drawer 154549 • Waco, Texas 76715-4549 • Telephone (254) 799-2458

**CITY OF LACY LAKEVIEW  
CITY COUNCIL MEETING  
501 E. CRAVEN AVE., LACY LAKEVIEW, TX. 76705  
TUESDAY, JANUARY 28, 2025  
6:00 P.M.**

**NOTICE IS HEREBY GIVEN THAT THE CITY OF LACY LAKEVIEW CITY COUNCIL WILL CONVENE A PUBLIC MEETING AT 6:00 P.M. ON JANUARY 28, 2025, TO CONSIDER AND ACT ON THE ITEMS ON THE FOLLOWING AGENDA.**

***Convene to Work Session***

1. Call to Order.
2. Roll Call.
3. Pledge of Allegiance to the United States of America.
4. Presentation from the Lacy Lakeview Chamber to the winners of the Christmas decorating contest.
5. **Public Hearing**  
Conduct a public hearing on a proposed Final Plat for Lot 23, Block 1 of the Green Meadows Addition to the City of Lacy Lakeview, McLennan County, Texas being a re-subdivision of Lot 22, Block 1, Green Meadows Addition to the City of Lacy Lakeview, McLennan County, Texas, as per plat recorded under Instrument Number 2024028287 of the Official Public Records of McLennan County, Texas, and Lot 11, Block 1 of the Green Meadows Addition to the City of Lacy Lakeview, McLennan County, Texas, as per plat recorded under instrument Number 2015008969 of the Official Public Records of McLennan County, Texas.
6. **Public Hearing**  
Conduct a public hearing for an application for a Specific Use Permit for the property located at 121 Faye St for a short-term rental.

***Recess Work Session to Convene Regular Session***

Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sec. 551.071, Sec. 551.072, 551.073, 551.074, 551.076, 551.087, and Section 418.183(f) of the Texas Government Code (Texas Disaster Act). The Lacy Lakeview City Council reserves the right to go into Executive Session under any of these exceptions, at any time during the meeting that a need arises for the City

Council to seek advice from the City Attorney as to the posted subject matter of this City Council meeting.

7. Approval of the Minutes from the City Council Meeting held on January 14, 2025.
8. Discussion and consideration of approval for a proposed Final Plat for Lot 23, Block 1 of the Green Meadows Addition to the City of Lacy Lakeview, McLennan County, Texas being a re-subdivision of Lot 22, Block 1, Green Meadows Addition to the City of Lacy Lakeview, McLennan County, Texas, as per plat recorded under Instrument Number 2024028287 of the Official Public Records of McLennan County, Texas, and Lot 11, Block 1 of the Green Meadows Addition to the City of Lacy Lakeview, McLennan County, Texas, as per plat recorded under instrument Number 2015008969 of the Official Public Records of McLennan County, Texas.
9. Discussion and consideration of approval for an application for a Specific Use Permit for the property located at 121 Faye St for a short-term rental.
10. Discussion and consideration of action ordering the Election to be held on May 3, 2025, to elect city council members to serve in three (3) at large Council positions and the Mayoral position as prescribed in the City of Lacy Lakeview Home Rule Charter.
11. Discussion and consideration of action to approve entering into an Agreement for Professional Services with Walker Partners for the 2024 Street Improvement Program.
12. **Public Comment**  
*This time is for individuals to address the City Council on issues and items of concern on or not on the agenda. There will be no City Council action at this time. Limit of 3 minutes per person. The City Council reserves the right to move, when appropriate and upon the agreement of the individual, an individual's request to speak on a specific agenda item so they may speak at that time.*
13. **Mayor's Report.**  
*Briefings or updates may be provided regarding City Council and/or community events.*
14. **Council Member's Input.**  
*Briefings or updates may be provided regarding City Council and/or community events.*

## **Recess Regular Session to Convene Executive Session**

### ***Executive Session:***

*Notice is hereby given that the City Council will go into Executive Session in accordance with the following provisions of the Texas Government Code: Sections 551.071 and 551.072 to consult with the City Attorney and deliberate regarding contemplated litigation and the potential purchase and value of real property for public purposes.*

*And in accordance with the following provisions of the Government Code; Sec 551.074, to deliberate appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.*

15. Discussion and consideration of motion, if any, regarding matters discussed in Executive Session.
16. Adjournment.

### ***Certification***

I certify that the above notice of this meeting was posted on the Bulletin Board at the Lacy Lakeview Municipal Building located at 501 E. Craven, Lacy Lakeview, Texas, and on the City of Lacy Lakeview's official website: [www.lacylakeview.org](http://www.lacylakeview.org) on **January 24, 2025 at 3:00 p.m.**

### ***Notice***

Persons with disabilities who plan to attend this meeting and who need auxiliary aids or services should contact Laurie Kaczmarek, City Secretary, at (254) 799-2458 at least twenty-four (24) hours before this meeting so that appropriate arrangements can be made.

### **ATTEST:**

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Laurie Kaczmarek  
City Secretary

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed from the bulletin at City Hall on the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

## **COUNCIL AGENDA ITEM #4**

**Council Meeting:**  
January 28, 2025

**Originating Dept:** Administration

**Agenda Item:**

Presentation from the Lacy Lakeview Chamber to the winners of the Christmas decorating contest.

**Action:**

- |                                                          |                                       |
|----------------------------------------------------------|---------------------------------------|
| <input type="checkbox"/> Work Session                    | <input type="checkbox"/> Ordinance    |
| <input type="checkbox"/> Recognition                     | <input type="checkbox"/> Resolution   |
| <input type="checkbox"/> Public Hearing                  | <input type="checkbox"/> Motion/Order |
| <input checked="" type="checkbox"/> Special Presentation | <input type="checkbox"/> Other        |

## **COUNCIL AGENDA ITEM #5**

**Council Meeting:**  
January 28, 2025

**Originating Dept:** Administration

### **Agenda Item:**

#### **Public Hearing**

Conduct a public hearing on a proposed Final Plat for Lot 23, Block 1 of the Green Meadows Addition to the City of Lacy Lakeview, McLennan County, Texas being a re-subdivision of Lot 22, Block 1, Green Meadows Addition to the City of Lacy Lakeview, McLennan County, Texas, as per plat recorded under Instrument Number 2024028287 of the Official Public Records of McLennan County, Texas, and Lot 11, Block 1 of the Green Meadows Addition to the City of Lacy Lakeview, McLennan County, Texas, as per plat recorded under instrument Number 2015008969 of the Official Public Records of McLennan County, Texas. **PLANNING & ZONING RECOMMEND APPROVAL**

#### **Action:**

- |                                                    |                                       |
|----------------------------------------------------|---------------------------------------|
| <input type="checkbox"/> Work Session              | <input type="checkbox"/> Ordinance    |
| <input type="checkbox"/> Recognition               | <input type="checkbox"/> Resolution   |
| <input checked="" type="checkbox"/> Public Hearing | <input type="checkbox"/> Motion/Order |
| <input type="checkbox"/> Special Presentation      | <input type="checkbox"/> Other        |

## **COUNCIL AGENDA ITEM #6**

**Council Meeting:**  
January 28, 2025

**Originating Dept:** Administration

### **Agenda Item:**

#### **Public Hearing**

Conduct a public hearing for an application for a Specific Use Permit for the property located at 121 Faye St for a short-term rental.

#### **Action:**

- |                                                    |                                       |
|----------------------------------------------------|---------------------------------------|
| <input type="checkbox"/> Work Session              | <input type="checkbox"/> Ordinance    |
| <input type="checkbox"/> Recognition               | <input type="checkbox"/> Resolution   |
| <input checked="" type="checkbox"/> Public Hearing | <input type="checkbox"/> Motion/Order |
| <input type="checkbox"/> Special Presentation      | <input type="checkbox"/> Other        |

## COUNCIL AGENDA ITEM #7

**Council Meeting:**  
January 28, 2025

**Originating Dept:** Administration

**Agenda Item:**

Approval of the Minutes from the City Council Session held on January 10, 2025, 2023.

**Action:**

- |                                               |                                                  |
|-----------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Work Session         | <input type="checkbox"/> Ordinance               |
| <input type="checkbox"/> Recognition          | <input type="checkbox"/> Resolution              |
| <input type="checkbox"/> Public Hearing       | <input checked="" type="checkbox"/> Motion/Order |
| <input type="checkbox"/> Special Presentation | <input type="checkbox"/> Other                   |

**MINUTES OF A REGULAR SESSION AND WORK SESSION COUNCIL MEETING, TUESDAY, JANUARY 14, 2025 AT 6:00 P.M. IN THE LACY LAKEVIEW COUNCIL CHAMBERS LOCATED AT LACY LAKEVIEW CITY HALL, 501 E. CRAVEN, LACY LAKEVIEW, TEXAS.**

Work Session:

1. The meeting of the Lacy Lakeview City Council was called to order by Mayor Payne at 6:03 p.m.
2. Roll Call.

| <b>Attendee Name</b> | <b>Present</b>                      | <b>Absent</b>                       | <b>Late</b>              | <b>Arrived</b> |
|----------------------|-------------------------------------|-------------------------------------|--------------------------|----------------|
| A. Niecey Payne      | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |                |
| Victoria Lee         | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |                |
| Richard Lednicky     | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                |
| Jonathan Olvera      | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |                |
| Ronnie Hurst         | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |                |
| Henry Bush           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |                |
| Charles Wilson       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> |                |

Staff Present: Calvin Hodde, City Manager; Laurie Kaczmarek, City Secretary; Tom Whitten, Police Chief; Christine McMains, Court Administrator; Amber Fuller, Finance Director; Adrian Huff, Fire Chief; Tomas Cardoza, Building Official; Andy Moore, Public Works Director; and David Deaconson, City Attorney.

3. **Staff Reports: Q & A**

Council Member Lee commended the Lacy Lakeview Fire Department.

City Manager, Calvin Hodde discussed the streets.

4. **Discussion about the possibility of a City of Lacy Lakeview newsletter.**

Council members and Mayor spoke about the possibility of a newsletter.

Council member Lee suggested that we don't bury this idea and suggested that an analysis be done.

5. **Discussion about changing the format of the City of Lacy Lakeview Council meetings.**

Councilmembers, Mayor and City Manager discussed changing the format of the City Council meetings. The idea of a Consent Agenda was presented. This will enable several items to be voted on at one time.

### ***Recess Work Session to Convene Regular Session***

Recess Work Session and convene Regular Session at 6:29 p.m.

6. **Approval of the Minutes from the City Council Meeting held on December 10, 2024.**

**Council Member Olvera** moved to approve the minutes, with changes, from the City Council meeting held on December 10, 2024. **Council Member Bush** seconded. All council members present voted in favor; motion carried.

7. **Discussion and consideration of action regarding the Lacy Lakeview Fire Department Reimbursement from Insurance Companies for services rendered.**

**Council Member Olvera** made a motion to consider the action regarding the Lacy Lakeview Fire Department Reimbursement from Insurance Companies for services rendered. **Mayor Payne** seconded.

**Council Member Olvera** amended his motion to approve and move forward with the action regarding the Lacy Lakeview Fire Department Reimbursement from Insurance Companies for services rendered. **Council Member Lee** seconded. All council members present voted in favor; motion carried

8. Discussion and consideration of action regarding Resolution 2025-01; **A RESOLUTION OF THE CITY OF LACY LAKEVIEW, TEXAS ADDRESSING ANNEXATION PLANS FOR THE ETJ OF THE CITY FOR CONSIDERATION DURING CALENDAR YEAR 2025.**

**Council Member Olvera** made a motion to approve Resolution 2025-01. **Council Member Wilson** seconded. All council members present voted in favor; motion carried

9. Discussion and consideration of action regarding Resolution 2025-02; **A RESOLUTION OF THE CITY OF LACY LAKEVIEW, TEXAS ADOPTING A REVISED WRITTEN INVESTMENT POLICY REGARDING THE INVESTMENT OF THE CITY'S FUNDS AND FUNDS UNDER THE CITY'S CONTROL; REAFFIRMING A SEPARATE WRITTEN INVESTMENT STRATEGY FOR FUNDS UNDER THE CITY'S CONTROL; DESIGNATING CERTAIN AUTHORIZED REPRESENTATIVES; REQUIRING REVIEW OF THE CITY'S INVESTMENT POLICY AND INVESTMENT STRATEGIES ON A NOT LESS THAN ANNUAL BASIS; AND ESTABLISHING AN EFFECTIVE DATE.**

**Council Member Olvera** moved to approve Resolution 2025-02. **Council Member Bush** seconded All council members present voted in favor; motion carried.

10. **Public Comment.**

Donald Brown of 100 Wolverine Dr, Lacy Lakeview spoke about the Police Chief not returning his call.

11. **Mayor's Report.**

Mayor Payne stated that she is excited about Livestreaming.

12. **Council Member's Input.**

Council Member Lee spoke about the Christmas decorations and what a pleasure it was to drive around Lacy Lakeview and see all the lights. She thanked the citizens.

**Recess Regular Session to Convene Executive Session at 7:02 pm**

**Recess Executive Session to Convene Regular Session at 7:55 pm**

13. **Discussion and consideration of motion, if any, regarding matters discussed in Executive Session.**

No motion was made at this time.

The meeting was adjourned at 7:55 p.m.

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Mayor, A. Niecey Payne

**ATTEST:**

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Laurie Kaczmarek, City Secretary

## COUNCIL AGENDA ITEM #8

**Council Meeting:**  
January 28, 2025

**Originating Dept:** Administration

**Agenda Item:**

Discussion and consideration of action to consider a proposed Final Plat for Lot 23, Block 1 of the Green Meadows Addition to the City of Lacy Lakeview, McLennan County, Texas being a re-subdivision of Lot 22, Block 1, Green Meadows Addition to the City of Lacy Lakeview, McLennan County, Texas, as per plat recorded under Instrument Number 2024028287 of the Official Public Records of McLennan County, Texas, and Lot 11, Block 1 of the Green Meadows Addition to the City of Lacy Lakeview, McLennan County, Texas, as per plat recorded under instrument Number 2015008969 of the Official Public Records of McLennan County, Texas. **Planning and Zoning recommend approval.**

**Action:**

- |                                               |                                                  |
|-----------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Work Session         | <input type="checkbox"/> Ordinance               |
| <input type="checkbox"/> Recognition          | <input type="checkbox"/> Resolution              |
| <input type="checkbox"/> Public Hearing       | <input checked="" type="checkbox"/> Motion/Order |
| <input type="checkbox"/> Special Presentation | <input type="checkbox"/> Other                   |



## **COUNCIL AGENDA ITEM #9**

**Council Meeting:**  
January 28, 2025

**Originating Dept:** Administration

**Agenda Item:**

Discussion and consideration of approval for an application for a Specific Use Permit for the property located at 121 Faye St for a short-term rental.

**Action:**

- |                                               |                                                  |
|-----------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Work Session         | <input type="checkbox"/> Ordinance               |
| <input type="checkbox"/> Recognition          | <input type="checkbox"/> Resolution              |
| <input type="checkbox"/> Public Hearing       | <input checked="" type="checkbox"/> Motion/Order |
| <input type="checkbox"/> Special Presentation | <input type="checkbox"/> Other                   |

**CITY OF LACY LAKEVIEW  
SPECIFIC USE PERMIT APPLICATION**

Name of Applicant JERRY PERRYMAN JR

Address of Applicant \_\_\_\_\_  
Street City State Zip

Telephone where Applicant may be reached \_\_\_\_\_

This is a request for a Specific Use for property located at:

121 FARE, WACO

Briefly explain what the Specific Use which is being requested is:

SHORT TERM RENTAL -

Briefly explain why this Specific Use is being requested:

TRYING TO RE COUP MY INVESTMENT -

The current and intended Zoning District that will contain this Specific Use:

NOT SURE ??

What is the requested time duration for this Specific Use Permit? AS LONG AS I CAN

Fee: \$200 Date paid: 11/12/2024 (Make check payable to City of Lacy Lakeview)

The applicant hereby solemnly swears that the statements on this application are true; furthermore, the applicant agrees that he/she is the owner of said property, or has been authorized by the owner(s) to act as agent in obtaining this request. The applicant must complete all aspects of this application before it is to be considered ready for submission to the City Council, at least fifteen (15) days before a regularly scheduled meeting. Any request, which shall be denied for any reason, shall not be accepted for reconsideration or filing for a period of at least one hundred and eighty (180) days.

Signature of Applicant



Date of application

11-12-24

Approved/Denied: \_\_\_\_\_

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

# COUNCIL AGENDA ITEM #10

**Council Meeting:**  
January 28, 2025

**Originating Dept:** Administration

**Agenda Item:**

Discussion and consideration of action ordering the Election to be held on May 3, 2025, to elect city council members to serve in three (3) at large Council positions and the Mayoral position as prescribed in the City of Lacy Lakeview Home Rule Charter.

**Action:**

- |                                               |                                                  |
|-----------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Work Session         | <input type="checkbox"/> Ordinance               |
| <input type="checkbox"/> Recognition          | <input type="checkbox"/> Resolution              |
| <input type="checkbox"/> Public Hearing       | <input checked="" type="checkbox"/> Motion/Order |
| <input type="checkbox"/> Special Presentation | <input type="checkbox"/> Other                   |

**ORDER OF GENERAL ELECTION  
(ORDEN DE LA ELECCIÓN GENERAL)**

An election is hereby ordered to be held on May 3, 2025, for voting in a General Election to elect one (1) person for each position to serve the full term of two (2) years for Mayor and three (3) City Council Members for the City of Lacy Lakeview.

(Por la presente se ordena que se llevará a cabo una elección el 3 de mayo de 2025, para votar en una elección general para elegir una (1) persona para que sirvan los termino completos de dos (2) años para Alcalde y los tres (3) miembros del ayuntamiento para la ciudad de Lacy Lakeview.)

The execution of a Joint Election Agreement with Bellmead, Crawford, Gholson, Hewitt, Lacy Lakeview, Lorena, Mart, McGregor, Waco, Woodway, Bosqueville ISD, Connally ISD, Crawford ISD, Gholson ISD, La Vega ISD, Lorena ISD, Mart ISD, McGregor ISD, Midway ISD, Waco ISD, and McLennan Community College is hereby authorized and approved.

(La ejecución de un acuerdo de elección conjunta con Bellmead, Crawford, Gholson, Hewitt, Lacy Lakeview, Lorena, Mart, McGregor, Waco, Woodway, Bosqueville ISD, Connally ISD, Crawford ISD, Gholson ISD, La Vega ISD, Lorena ISD, Mart ISD, McGregor ISD, Midway ISD, Waco ISD, y McLennan Community College se autoriza y aprueba.)

**LOCATION(S) OF POLLING PLACES  
(DIRECCIÓN(ES) DE LAS CASILLAS ELECTORALES)**

**See attached List  
(Véase la lista adjunta)**

Early Voting by personal appearance will be conducted at:  
(La votación adelantada en persona se llevará a cabo todos los días en:)

**Early Voting Sites:  
(Lugares de votación adelantada)**

McLennan County Elections Administration Office (Main Early Voting Site)

Records Building (Basement)  
214 North 4th Street, Suite 300  
Waco, TX 76701

Waco Multi-Purpose Community Center

1020 Elm Avenue  
Waco, TX 76704

West Waco Library

5301 Bosque Boulevard  
Waco, TX 76710

Hewitt City Hall/Library

200 Patriot Court  
Hewitt, TX 76643

The dates and times of Early Voting are:  
(Los días y horas de votación adelantada son:)

|                          |                                         |                                                                                   |
|--------------------------|-----------------------------------------|-----------------------------------------------------------------------------------|
| Monday<br>(lunes)        | April 21, 2025<br>(21 de abril de 2025) | No Early Voting – State Holiday<br>(No hay votación anticipada - Feriado estatal) |
| Tuesday<br>(martes)      | April 22, 2025<br>(22 de abril de 2025) | 8:00 AM - 5:00 PM                                                                 |
| Wednesday<br>(miércoles) | April 23, 2025<br>(23 de abril de 2025) | 8:00 AM - 5:00 PM                                                                 |
| Thursday<br>(jueves)     | April 24, 2025<br>(24 de abril de 2025) | 8:00 AM - 5:00 PM                                                                 |
| Friday<br>(viernes)      | April 25, 2025<br>(25 de abril de 2025) | 8:00 AM - 5:00 PM                                                                 |
| Saturday<br>(sabado)     | April 26, 2025<br>(26 de abril de 2025) | 7:00 AM - 7:00 PM                                                                 |
| Sunday<br>(domingo)      | April 27, 2025<br>(27 de abril de 2025) | 1:00 PM - 6:00 PM                                                                 |
| Monday<br>(lunes)        | April 28, 2025<br>(28 de abril de 2025) | 7:00 AM - 7:00 PM                                                                 |
| Tuesday<br>(martes)      | April 29, 2025<br>(29 de abril de 2025) | 7:00 AM - 7:00 PM                                                                 |

Applications to vote by mail should be mailed to:  
(Las solicitudes para poder votar por deben ser enviadas a:)

**McLennan County Elections Administration**  
**Mailing Address: P.O. Box 2450 Waco, Texas 76703-2450**  
**Physical Address: 214 N. 4<sup>th</sup> Street, Suite 300 Waco, Texas 76701**  
**Fax: (254) 757-5041**  
**Phone: (254) 757-5043**  
[ballotbymail@co.mclennan.tx.us](mailto:ballotbymail@co.mclennan.tx.us)  
[www.mclennanvotes.com](http://www.mclennanvotes.com)

Applications for ballot by mail must be received no later than the close of business on April 22, 2025:

(Las solicitudes para votar por correo tendrán que ser recibidas antes del fin del día laboral el 22 de abril 2025:)

Issued this the 28<sup>th</sup> day of January 2025.  
(Emitado el día 28th de Enero de 2025.)

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Mayor, City of Lacy Lakeview  
(alcalde, ciudad de Lacy Lakeview)

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Signature of Councilperson  
(Firma del Concejal)

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Signature of Councilperson  
(Firma del Concejal)

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Signature of Councilperson  
(Firma del Concejal)

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Signature of Councilperson  
(Firma del Concejal)

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Signature of Councilperson  
(Firma del Concejal)

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Signature of Councilperson  
(Firma del Concejal)

## **MAY 3, 2025 ELECTION DAY VOTE CENTERS**

*(3 de mayo de 2025 Centros de Voto Para el Día de las Elecciones)*

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|                                                  |                                        |
|--------------------------------------------------|----------------------------------------|
| Bellmead Civic Center                            | 3900 Parrish Street, Bellmead          |
| Cesar Chavez Middle School                       | 700 S. 15 <sup>th</sup> Street, Waco   |
| Chalk Bluff Baptist Church                       | 5993 Gholson Road, Waco                |
| China Spring ISD Administration Bldg.            | 12166 Yankie Road, China Spring        |
| Crawford First United Methodist                  | 375 W 6 <sup>th</sup> Street, Crawford |
| Dewey Community Center                           | 925 N. 9 <sup>th</sup> Street, Waco    |
| Fellowship Bible Church                          | 5200 Speegleville Road, McGregor       |
| Gholson First Baptist Church                     | 228 Wildcat Circle, Gholson            |
| H. G. Isbill Junior High                         | 305 S. Van Buren Street, McGregor      |
| Heart of Texas Council of Governments            | 1514 S. New Road, Waco                 |
| Hewitt City Hall/Library                         | 200 Patriot Court, Hewitt              |
| Lacy Lakeview Civic Center                       | 505 E. Craven Avenue, Waco             |
| Lake Shore United Methodist Church               | 3311 Park Lake Drive, Waco             |
| Lorena First Baptist Church                      | 307 E. Center Street, Lorena           |
| Mart ISD Administration Building                 | 1100 JL Davis Avenue, Mart             |
| MCC Conference Center                            | 4601 N. 19 <sup>th</sup> Street, Waco  |
| Midway ISD Information Technology Center         | 109 Panther Way, Hewitt                |
| Moody First United Methodist Church              | 500 6 <sup>th</sup> Street, Moody      |
| South Waco Community Center                      | 2815 Speight Avenue, Waco              |
| South Waco Library                               | 2737 S. 18 <sup>th</sup> Street, Waco  |
| St. Alban's Episcopal Church                     | 305 N. 30 <sup>th</sup> Street, Waco   |
| St. Louis Activity Center (Windsor Ave. Parking) | 2415 Cumberland Avenue, Waco           |
| University High School                           | 3201 S. New Road, Waco                 |
| Waco 25 <sup>th</sup> Street Fire Station        | 1006 N. 25 <sup>th</sup> Street, Waco  |
| Waco Convention Center                           | 100 Washington Avenue, Waco            |
| West Waco Library/Genealogy Center               | 5301 Bosque Boulevard, Waco            |
| Woodway City Hall                                | 922 Estates Drive, Woodway             |
| Woodway First Baptist Church (The Venue)         | 110 Ritchie Road, Woodway              |

**COUNCIL AGENDA ITEM #11**

**Council Meeting:**  
January 28, 2025

**Originating Dept:** Administration

**Agenda Item:**

Discussion and consideration of action the approve entering into an Agreement for Professional Services with Walker Partners for the 2024 Street Improvement Program.

**Action:**

- |                                               |                                                  |
|-----------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Work Session         | <input type="checkbox"/> Ordinance               |
| <input type="checkbox"/> Recognition          | <input type="checkbox"/> Resolution              |
| <input type="checkbox"/> Public Hearing       | <input checked="" type="checkbox"/> Motion/Order |
| <input type="checkbox"/> Special Presentation | <input type="checkbox"/> Other                   |

## Agreement for Professional Services

This Agreement for Professional Services is made and entered into by and between Walker Partners, LLC, a Texas limited liability company (the "Engineer"), and The City of Lacy Lakeview (the "Owner") upon the following terms and conditions.

### 1. SCOPE OF SERVICES

Engineer will provide the services for 2024 Street Improvement Program (the "Project"), which shall consist of the services described on the attached Exhibit A.

### 2. COMPENSATION

#### 2.1. Lump Sum Basis of Payment

a. Owner agrees to pay Engineer for the services set forth in Exhibit A a lump sum amount of \$664,500.00, payable as set forth in Section 3 below. In addition, Owner shall reimburse Engineer for reimbursable expenses.

b. Changes in compensation shall be made in accordance with Section 13 of this Agreement, or in accordance with Exhibit A.

c. The terms relating to compensation set forth in Exhibit A shall control over the provisions of this Agreement if inconsistent.

AND

#### 2.2 Hourly Rates Basis of Payment

a. Owner agrees to pay Engineer for the services set forth in Exhibit A an amount equal to the cumulative hours charged to the project by each class of Engineer's personnel times standard hourly rates for each applicable billing class for all services performed on the project, plus reimbursable expenses and fees generated by Engineer's consultants, if any.

b. The total hourly compensation for services outlined in Exhibit A is estimated to be \$229,500.00, payable as set forth in Section 3 below. The total hourly estimated compensation amount will not be exceeded unless approved in accordance with Section 13 of this Agreement.

c. The standard hourly rates (identified on the attached Exhibit B) charged by the Engineer constitute full and complete compensation for Engineer's services, including labor costs, overhead, and profit; the standard hourly rates do not include reimbursable expenses or Engineer's Consultants' charges.

### 3. INVOICES

Engineer will submit monthly invoices for services rendered the Owner will make payments to Engineer within thirty (30) days of Owner's receipt of Engineer's invoice.

For the lump sum basis of payment, the monthly invoice amount will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. For the hourly rates basis of payment, the monthly invoice amount will be the amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times the standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultant charges, if any.

Engineer will retain receipts for reimbursable expenses in accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by Owner's auditors upon request.

If Owner disputes any items in Engineer's invoice for any reason, including the lack of supporting documentation, Owner may temporarily delete the disputed item and pay the remaining amount of the invoice. Owner will promptly notify Engineer of the dispute and request clarification

and/or correction. After any dispute has been settled, Engineer will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

Owner recognizes that late payment of invoices results in extra expenses for Engineer. Engineer retains the right to assess Owner interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of Engineer's invoice. In the event undisputed portions of Engineer's invoices are not paid when due, ENGINEER shall have the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

### 4. TERMINATION OF AGREEMENT

Owner or Engineer may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. The Engineer will submit the final invoice which will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs Engineer incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

### 5. SERVICES AND INFORMATION FROM OWNER

Owner will provide all criteria and information pertaining to Owner's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. Owner will also provide copies of any Owner-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

Owner will furnish the services of soils/geotechnical Engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by Engineer. The Owner agrees to bear full responsibility for the technical accuracy and content of Owner-furnished documents and services.

In performing professional Engineering and related services hereunder, it is understood by Owner that Engineer is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the Owner's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the Owner's legal and financial interests. To that end, the Owner agrees that Owner or the Owner's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by Engineer, and will obtain the advice of an attorney, insurance counselor or other consultant as the Owner deems necessary to protect the Owner's interests before Owner takes action or forebears to take action based upon or relying upon the services provided by Engineer.

### 6. STANDARD OF PERFORMANCE

The standard of care for all professional Engineering, consulting and related services performed or furnished by Engineer and its employees under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Other than as set forth above, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

### 7. RESPONSIBILITY FOR CONSTRUCTION OBSERVATION

a. Construction observation is generally considered an essential element of a complete design professional service. Accordingly,

if the Owner directs Engineer to not provide construction observation, the Engineer shall not be responsible for the consequences resulting from matters that reasonably would have been prevented or mitigated had such services been provided.

b. Unless otherwise provided in writing, construction visits and observations are performed to observe the progress and quality of the work completed by the contractor. Such visits are not intended to be an exhaustive check or an inspection of the contractor's work, but rather are to allow Engineer, as an experienced professional, to become familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the contract documents.

Based on such observation, Engineer shall keep Owner informed as to the progress of the work and shall endeavor to guard Owner against deficiencies in the work. If Owner desires more extensive project observation or full-time resident project representation ("RPR") such services may, if agreed to by the parties, be provided as additional services under this Agreement.

Engineer shall not supervise, direct, or have control over the contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor, nor for the contractor's safety precautions or programs associated with the work. These rights and responsibilities are solely those of the contractor.

c. Owner waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claim for injury or loss that results from failure to follow Engineer's plans, specifications or design intent, or for failure to obtain and/or follow Engineer's guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing Engineer's plans, specifications or other instruments of service. Engineer does not guarantee the performance of contractor or its subcontractors, employees, or agents, and shall not be responsible for their failure to work in accordance with the contract documents or any applicable laws, codes, rules, or regulations. Owner also agrees to compensate Engineer for any time and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon the Engineer's prevailing fee schedule.

d. Owner agrees to include Engineer as an indemnified party in Owner's construction contracts for the project, which shall protect Engineer to the same degree as Owner. Further, Owner agrees that Engineer shall be listed as an additional insured under the construction contractor's liability insurance policies.

## 8. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications, and represents its judgment as an experienced and qualified professional Engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

## 9. INSURANCE/INDEMNITY

Engineer agrees to procure and maintain, at its expense, the types of insurance listed below with limits of liability for such insurance as follows:

- |                           |             |
|---------------------------|-------------|
| 1. By Engineer:           |             |
| a. Workers Compensation   | Statutory   |
| b. Employer's Liability - |             |
| 1) Each Accident:         | \$1,000,000 |

- |                                                              |             |
|--------------------------------------------------------------|-------------|
| 2) Disease, Policy Limit:                                    | \$1,000,000 |
| 3) Disease, Each Employee:                                   | \$1,000,000 |
| c. General Liability -                                       |             |
| 1) Each Occurrence (Bodily Injury and Property Damage):      | \$1,000,000 |
| 2) General Aggregate:                                        | \$2,000,000 |
| 3) Products & Completed Operations Aggregate:                | \$2,000,000 |
| 4) Personal & Advertising Injury:                            | \$1,000,000 |
| d. Excess or Umbrella Liability -                            |             |
| 1) Per Occurrence:                                           | \$2,000,000 |
| 2) General Aggregate:                                        | \$2,000,000 |
| e. Automobile Liability—Combined Single Limit Each Accident: | \$1,000,000 |
| f. Professional Liability -                                  |             |
| 1) Each Claim:                                               | \$1,000,000 |
| 2) Annual Policy Aggregate:                                  | \$2,000,000 |

Owner shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the Owner.

## 10. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Engineer pursuant to this Agreement, are instruments of service with respect to the project. Engineer retains Ownership of all such documents. Owner may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by Owner or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer, and Owner will defend, indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

## 11. SUCCESSORS, ASSIGNS AND BENEFICIARIES

Owner and Engineer, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither Owner nor Engineer will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

## 12. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

## 13. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable sections of this Agreement. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Engineer will inform Owner of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for

performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

#### 14. CONTROLLING AGREEMENT

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

#### 15. CONTROLLING LAW

This Agreement is to be governed by the law of the state of Texas and venue for any matter arising under this Agreement or relating to the services performed hereunder shall be in McLennan County, Texas.

#### 16. HAZARDOUS MATERIALS

Owner represents to Engineer that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, Owner represents that to the best of its knowledge it has disclosed to Engineer the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that Engineer's scope of services do not include services related in any way to hazardous materials. In the event Engineer or any other party encounters undisclosed hazardous materials, Engineer shall have the obligation to notify Owner and, to the extent required by law or regulation, the appropriate governmental officials, and Engineer may, at its option and without liability for delay, consequential or any other damages to Owner, suspend performance of services on that portion of the project affected by hazardous materials until Owner: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with Engineer's services under this Agreement. If Engineer's services hereunder cannot be performed because of the existence of hazardous materials, Engineer shall be entitled to terminate this Agreement for cause on thirty (30) days written notice. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

#### 17. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between Engineer and Owner, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

#### 18. LITIGATION SUPPORT

In the event Engineer is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which Engineer is not a party, Owner shall reimburse Engineer for reasonable costs in responding and compensate Engineer at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

#### 19. UTILITY LOCATION

When the Engineer is retained by the Owner to provide a topographic survey map of the Project site, a local utility locating service shall be contacted by Engineer to make arrangements for all utilities to determine the location of underground utilities. In addition, Owner shall notify Engineer of the presence and location of any underground utilities located on the Owner's property which are not the responsibility of private/public utilities. Engineer shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The Owner agrees to waive any claim against Engineer and will indemnify and hold Engineer harmless from any claim of liability, injury or loss caused by or allegedly caused by Engineer damaging of underground utilities that are not properly marked or are not called to Engineer's attention prior to beginning the underground sampling/testing.

#### 20. SCHEDULE FOR SERVICES – OR – TIME OF COMPLETION

Engineer acknowledges the importance to the Owner of the project schedule and agrees to put forth its best professional efforts to perform its services under this proposal in a manner consistent with that schedule. The Owner understands, however, that Engineer's performance must be governed by sound professional practices. If requested, Engineer will develop a project schedule outlining the duration of each of the items described in the Scope of Services.

#### 21. DISPUTE RESOLUTION

**Arbitration:** Certain disputes (as set for in Section 21(b) below) between Owner and Engineer shall be settled by arbitration in accordance with the *American Arbitration Association* rules effective at the date of this Agreement, subject to the conditions stated below. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Section 21 will be specifically enforceable under prevailing law of any court having jurisdiction.

a. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the *American Arbitration Association*. The demand must be made within a reasonable time after the dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations.

b. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than 100% of the amount payable to Engineer under this Agreement, but not to exceed \$500,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any dispute if the amount in controversy in such dispute is more than 100% of the amount payable to Engineer under this Agreement, but not to exceed \$500,000 (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than 100% of the amount payable to Engineer under this Agreement, but not to exceed

\$500,000 (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.

c. With respect to matters resolved in court, OWNER AND ENGINEER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. OWNER AND ENGINEER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

d. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.

e. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.

f. If a dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Section 21 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

## 22. LIMITATIONS OF ENGINEER'S LIABILITY

a. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Section 9 of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by laws and regulation, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees and consultants to Owner and anyone claiming by, through, or under

Owner for any and all such uninsured Owner's Claims shall not exceed amount paid to Engineer by Owner under this Agreement.

b. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by laws and regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of this Section 22, the Engineer and Engineer's officers, directors, members, partners, agents, employees and consultants shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the project, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, or warranties, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees or Consultants, or any of them.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Engineer:

WALKER PARTNERS, LLC

By: George E. Walker, Jr.

Name: George E. Walker, Jr.

Title: President/CEO

Owner:

City of Lacy Lakeview

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**Scope of Services**



## SCOPE AND FEE PROPOSAL

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**To:** City of Lacy Lakeview  
**Attn:** Mr. Calvin Hodde  
**From:** Kyle Schulze, PE  
**Project Name:** 2024 Street Improvement Program  
**Project No.:** 1-03414.00  
**Date:** October 25, 2024

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### 2024 STREET IMPROVEMENT PROGRAM

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Walker Partners, LLC ("Engineer" or "Surveyor") appreciates the opportunity to submit this Proposal to provide professional surveying and civil engineering services to the City of Lacy Lakeview ("Owner") in connection with the Street Reconstruction Program ("Project") for the following streets as determined in our meeting held between Owner and Engineer on September 6, 2024 and as depicted on attached Exhibit A.

N. Walnut Street having a total length of approximately 3,600 linear feet located between Crest Drive and Craven Avenue. N. Walnut Street is to be fully reconstructed maintaining the existing 31' width and alignment. The new street pavement section is anticipated to be 2" asphalt pavement over 6" cement treated base and 6" lime stabilized subgrade. Included in the street reconstruction is the replacement of an existing 6" AC/PVC waterline, 8" wastewater line and storm sewer system contained within the street section reconstruction limits.

Donald Street having a total length of approximately 870 linear feet located between N. Walnut Street and Connoway Street. Donald Street is to receive a mill and overlay only plus replacement of an existing 2" steel waterline and 6" wastewater line contained within the street section mill and overlay limits.

Virginia Drive having a total length of approximately 1,600 linear feet located between Crest Drive and Smith Street. Virginia Drive is to be fully reconstructed maintaining the existing 31' width and alignment. The new street pavement section is anticipated to be 2" asphalt pavement over 6" cement treated base and 6" lime stabilized subgrade. Included in the street reconstruction is the replacement of an existing 2" steel waterline, 8" wastewater line and storm sewer system contained within the street section reconstruction limits.

This proposal is for Roadway and Utility design effort including topographic survey for design, preliminary design, final design, bidding, geotechnical report for pavement design recommendations, construction administration and limited Resident Project Representative services during construction.

The conceptual Engineer's Opinion of Probable Cost (EOPC) including design and construction phase services is approximately \$8.76M as shown on Attachment 1.

This Proposal is based on the following assumptions:

1. Right-of-Entry access onto private property will be coordinated and secured by the Owner if required.
2. Record drawings of existing streets and public utilities will be provided by the Owner where available.
3. No easements or additional right-of-way will be required.
4. Geotechnical materials sampling and testing services during construction will be provided by the Owner or Contractor.

[www.walkerpartners.com](http://www.walkerpartners.com)

TBPE Registration No. 8053 | TBPLS Registration Nos. 10032500 | 10194373 | 10194317

G:\Projects\1-03414\2 Engineering\2.2 Correspondence\Scope & Fee Proposals\1-03414.00 Proposal for Engineering and Surveying (2024-10-24).docx

5. All streets will be packaged and bid for construction as one complete project. Street segments will not be packaged and let for bid individually.

The scope of services, schedule, and associated fees that Walker Partners proposes to provide for this Project are outlined below:

## **1.00 SCOPE OF SERVICES**

### **1.01 SURVEYING SERVICES**

#### **A. Topographic Survey (Phase 12)**

1. Perform an on-the-ground field survey to obtain the topography (terrain data) and other visible and apparent surface features (manmade or natural) such as natural ground, grade breaks, ditches, swales, channels, embankments, drainage structures, catch basins and inlets, manholes, above-grade utility appurtenances, pavements, significant trees (hardwoods greater than 8 inches in diameter), fences, building structures, water's edge, etc. For underground utilities, Walker Partners will coordinate with Texas 811. The approximate locations of underground utilities will be shown based upon utility locators' markings.
2. Establish vertical control at the site and place benchmarks based upon North American Vertical Datum of 1988 (NAVD88), unless otherwise specified by Owner.
3. Prepare a topographic map from the topographic survey depicting the physical features as described above and with elevation contours at a 1-foot interval. When required, the 100-year floodplain as identified by FEMA and as depicted on the Flood Insurance Rate Map (FIRM) will be graphically located and drafted on the topographic map.

### **1.02 ENGINEERING BASIC SERVICES**

#### **A. Preliminary Design (Phase 30)**

1. Attend preliminary conferences with the Owner and other interested parties regarding the Project.
2. Establish the scope of any soil and foundation investigations or any special surveys and tests which, in the opinion of the Engineer, may be required; assist the Owner in arranging for such work to be done, for the Owner's account.
3. Prepare preliminary design documents on the Project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, including final design criteria, preliminary drawings, an outline of specifications, and setting forth clearly the Engineer's recommendations.
4. Prepare a preliminary Engineer's Opinion of Probable Cost (EOPC).
5. Furnish the Owner the required number of copies of the preliminary plan, including preliminary layouts and EOPC.

#### **B. Final Design (Phase 40)**

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
2. The Drawings to be prepared with this Phase of the Work, in general, will include the following:
  - a. General Condition Drawings – these Drawings shall be for informational, permitting, and bidding purposes and shall, in general, consist of the following:

- i) General Notes and Project Specific Notes
  - ii) Legends, Abbreviations, and Symbols
  - iii) Survey Control Plan
  - iv) Topographic Survey
  - v) Drainage Area Map(s) – preparation of Drainage Area Maps that will define existing and proposed hydrologic conditions for the Project.
  - vi) Drainage Calculations – preparation of Drainage calculations for the existing and proposed hydrologic and hydraulic conditions for the Project. The hydraulic conditions shall include all applicable storm drain systems, culverts, open channels, and stormwater management facilities (if applicable).
- b. Paving Plans and Profiles – prepare plans, profiles, and details for street improvements and roadways. Paving section designs are to be based on recommendations included in the Geotechnical Report included in this scope.
  - c. Drainage Plans and Profiles – prepare Drainage Plans and Profiles for the proposed drainage improvements. These drawings will indicate clearly the proposed drainage system.
  - d. Water Distribution System Plans – prepare drawings for the water improvements including fire hydrants, meters, mains and service(s) to serve the proposed project.
  - e. Wastewater Collection System Plans and Profiles – prepare drawings for the proposed sanitary sewer system including the sewer pipes and appurtenances, manholes, clean-outs, trenching details, and other details necessary for bidding and construction.
  - f. Details – provide project-specific details, Lacy Lakeview standard details, and state agency (TxDOT) standard details as required for permitting, bidding, and construction purposes.
- 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
  - 4. Advise Owner of any adjustments to EOPC known to Engineer.
  - 5. Prepare and furnish Bidding Documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Owner shall submit comments to the Engineer.
  - 6. Revise the Bidding Documents in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of the Bidding Documents, a revised EOPC, and any other deliverables to Owner after receipt of Owner's comments and instructions.
- C. Bidding or Negotiation (Phase 50)**
- 1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
  - 2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.

3. Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.
4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

**D. Construction Administration (Phase 60)**

1. Assist in the preparation of formal Contract Documents.
2. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
3. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
4. Make periodic visits to the site (as distinguished from the continuous services of a resident Project Representative) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, the Engineer will endeavor to protect the Owner against defects and deficiencies in the work of the contractor, but Engineer cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.
5. Consult and advise with the Owner; issue all instructions to the contractor requested by the Owner; and prepare and issue routine change orders with Owner's approval.
6. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the Owner and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with Contract Documents.
7. Obtain and review monthly and final estimates for payments to contractors, and furnish to the Owner any recommended payments to contractors and suppliers; assemble written guarantees which are required by the Contract Documents.
8. Conduct, in company with the Owner, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect Owner's final payment to the contractors.
9. Prepare Record Drawings with information regarding the completed Project obtained from marked-up, red-lined Record Drawings furnished by the Contractor, field observations, information provided by Owner, utility companies' documentation, and other reliable sources, and submit such Record Drawings electronically in portable document format (.pdf) to Owner. These Record Drawings will not be based upon "as-built" field surveys or field

measurements and the Engineer cannot and does not warrant the accuracy of the record information provided by other parties.

**E. Resident Project Representative (RPR) Services (Phase 70)**

Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. **This Proposal is based on part-time RPR services averaging 20 hours per week for 18 months.** RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison:
  - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
  - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-site operations.
  - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract

Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.

7. Review of Work; Defective Work:

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

8. Records:

- a. Maintain at the Site or on hand orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

9. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection and test reports.

- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Completion:
  - a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
  - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
  - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

### 1.03 SUBCONSULTANT SERVICES

#### A. Geotechnical Investigation (Langerman Engineering Company) (Phase 100)

Langerman Engineering will provide the Geotechnical Drilling and Testing services for the design portion of this Project. Langerman will drill a total of 12 borings (Each 10-ft Deep).

Langerman will mark the boring locations, and then call utility locates in to Texas 811. Boring locations are planned to be in ROW areas that do not require site clearing or special access.

The results of the Langerman field operations and lab tests will be summarized in a report. Report will provide the following items:

- a. Description of field operations and laboratory tests
- b. Description of subsurface materials and conditions including boring logs

- c. Short-term groundwater observations during drilling operations
- d. Pavement thickness designs using flexible pavement (HMAC) materials
- e. General earthwork and construction criteria including geotechnical material specifications.

## 2.00 SCHEDULE FOR SERVICES

Walker Partners acknowledges the importance of the project schedule to the Owner and agrees to put forth its best professional efforts to perform its services under this Proposal in a manner consistent with that schedule. The Owner understands, however, that Walker Partners' performance must be governed by sound professional practices. If requested, Walker Partners will be pleased to develop a project schedule outlining each of the items included the above-described scope of services.

## 3.00 COMPENSATION

### 3.01 FEES

For the SCOPE OF SERVICES outlined above, the Owner agrees to pay Walker Partners according to the attached fee table. Phases marked as "lump sum" will be invoiced monthly at a percentage of the work completed; phases marked as "estimated hourly" will be invoiced on an hourly basis for the actual time accrued (the Engineer's current Standard Hourly Rates are attached; subject to periodic revision). While the invoiced amount may vary from the estimated amount shown for each individual phase, the total of all estimated hourly phases will not be exceeded without authorization by the Owner.

Below is an itemized breakdown of the proposed fees:

| Phase No.                                 | Description                     | Lump Sum Fees       | Estimated Hourly Fees |
|-------------------------------------------|---------------------------------|---------------------|-----------------------|
| 12                                        | Topographic Survey              | \$68,000.00         |                       |
| 30                                        | Preliminary Design              | \$76,180.00         |                       |
| 40                                        | Final Design                    | \$363,320.00        |                       |
| 50                                        | Bidding or Negotiation          | \$11,720.00         |                       |
| 60                                        | Construction Administration     | \$134,780.00        |                       |
| 70                                        | Resident Project Representative |                     | \$229,500.00          |
| 100                                       | Geotechnical Investigation      | \$10,500.00         |                       |
| <b>Subtotals</b>                          |                                 | <b>\$664,500.00</b> | <b>\$229,500.00</b>   |
| <b>Total Estimated Fees this Proposal</b> |                                 | <b>\$894,000.00</b> |                       |

### 3.02 ADDITIONAL SERVICES

Fees for Additional Services not identified in the SCOPE OF SERVICES may be deemed necessary during the course of the project. Payment for additional services will be billed on an hourly basis or at a negotiated fee. Work related to Additional Services will not commence without authorization by the Owner.

#### 4.00 EXCLUSIONS

The following items are excluded from this Proposal. If there are questions about any other services not listed here, they shall be clarified prior to approval and acceptance of this Proposal.

- A. Surveying Related Exclusions
  - 1. Subsurface Utility Engineering Quality Level (QL) A,B,C and D.
  - 2. Abstracting fee title, easements, restrictions or other encumbrances
  - 3. Easements by Separate Instrument
- B. Engineering Related Exclusions
  - 1. The following investigations/assessments:
    - a. Environmental Assessment
    - b. Traffic Impact Analysis
    - c. Utility Testing (Water Pressure, Fireflow, CCTV, etc.) and/or Modeling
    - d. Flood Modeling
  - 2. The following design elements or plans:
    - a. Off-Site Infrastructure
    - b. Water, Wastewater, Storm Drain pump systems (or lift stations)
    - c. Dry/Private/Franchise Utilities (gas, electric, telecom, steam/chilled, etc.)
    - d. Stormwater Pollution Prevention Plan (to be prepared by Contractor)
    - e. Sedimentation and Erosion Control Plan (to be prepared by Contractor)
    - f. Site Signage or Illumination
    - g. Traffic Control Plan or Traffic Signal Systems
    - h. Landscaping and Irrigation
    - i. Structural Elements:
      - i) Foundations for Buildings, Signs, Illumination, Generators, Transformers, HVAC Equipment
      - ii) Screening Walls, Dumpster Enclosures, and Retaining Walls > 4' Tall
    - j. Trench Protection or Bore Pit Design
    - k. Multiple bid packages/construction contracts
    - l. Sidewalks or Streetscaping
    - m. FEMA Flood Map Revisions
    - n. Permitting by FEMA, USACE, TCEQ, TDLR, TxDOT, Railroad
    - o. TDLR Registered Accessibility Specialist ("RAS")
- C. Construction Related Exclusions:
  - 1. Materials Testing
  - 2. Staking and Layout
  - 3. Post Construction Survey

#### 5.00 ACCEPTANCE OF PROPOSAL

If this Proposal is acceptable to the Client, Walker Partners will work with the Client to prepare and execute a professional services agreement (to which this Proposal will be attached).

## ATTACHMENT 1



## Conceptual Engineer's Opinion of Probable Cost Summary

City of Lacy Lakeview

2024 Street Improvement Program

Project No. 1-03414.00

October 25, 2024

|                                           |                                                      |                        |
|-------------------------------------------|------------------------------------------------------|------------------------|
| <b>Construction</b>                       |                                                      |                        |
| 1                                         | Construction Cost - N. Walnut Street                 | \$ 4,848,530.00        |
| 2                                         | Construction Cost - Virginia Drive                   | \$ 2,273,185.00        |
| 3                                         | Construction Cost - Donald Street                    | \$ 746,825.00          |
|                                           | <b>Total Construction Cost</b>                       | <b>\$ 7,868,540.00</b> |
| <b>Engineering and Surveying Services</b> |                                                      |                        |
| 1                                         | Engineering                                          | \$ 586,000.00          |
| 2                                         | Topographic Survey                                   | \$ 68,000.00           |
| 3                                         | Part-time Resident Project Representative Services   | \$ 229,500.00          |
| 4                                         | Geotechnical Investigation - Pavement Design         | \$ 10,500.00           |
|                                           | <b>Total Engineering and Surveying Services Cost</b> | <b>\$ 894,000.00</b>   |
|                                           | <b>Total Project Cost</b>                            | <b>\$ 8,762,540.00</b> |



**Conceptual Engineer's Opinion of Probable Cost**

**City of Lacy Lakeview**  
**Walnut Street Reconstruction (Approx 3,600 LF)**  
**E. Crest Dr. to E. Craven Ave.**  
**Project No. 1-03414.00**  
**October 25, 2024**

| Item                              | Description                                    | Quantity | Unit | Unit Price    | Total Amount           |
|-----------------------------------|------------------------------------------------|----------|------|---------------|------------------------|
| <b>1.00</b>                       | <b>General Conditions</b>                      |          |      |               |                        |
| 1.00                              | Mobilization                                   | 1        | LS   | \$ 219,600.00 | \$ 219,600.00          |
| 1.01                              | Traffic Control Plan                           | 1        | LS   | \$ 10,000.00  | \$ 10,000.00           |
| 1.02                              | Traffic Control Implementation                 | 1        | LS   | \$ 60,000.00  | \$ 60,000.00           |
| 1.03                              | Material Testing                               | 1        | LS   | \$ 70,400.00  | \$ 70,400.00           |
| <b>2.00</b>                       | <b>Street Improvements</b>                     |          |      |               |                        |
| 2.01                              | Excavation (Including Pavement / Base Removal) | 4,730    | CY   | \$ 20.00      | \$ 94,600.00           |
| 2.02                              | Remove Existing Curb and Gutter                | 7,200    | LF   | \$ 5.00       | \$ 36,000.00           |
| 2.03                              | 2" Type C HMA                                  | 1,360    | Ton  | \$ 160.00     | \$ 217,600.00          |
| 2.04                              | 6" Cement Treated Base                         | 12,320   | SY   | \$ 26.00      | \$ 320,320.00          |
| 2.05                              | 6" Lime Treated Subgrade                       | 15,840   | SY   | \$ 7.50       | \$ 118,800.00          |
| 2.06                              | Lime Material (28 lbs/SY)                      | 220      | Ton  | \$ 300.00     | \$ 66,000.00           |
| 2.07                              | Curb and gutter                                | 7,200    | LF   | \$ 30.00      | \$ 216,000.00          |
| 2.08                              | Drive Approach                                 | 65       | EA   | \$ 6,000.00   | \$ 390,000.00          |
| <b>3.00</b>                       | <b>Water Improvements</b>                      |          |      |               |                        |
| 3.01                              | 8" PVC Waterline                               | 3,740    | LF   | \$ 120.00     | \$ 448,800.00          |
| 3.02                              | 6" PVC Waterline                               | 100      | LF   | \$ 100.00     | \$ 10,000.00           |
| 3.03                              | Bends/connections/appurtenances                | 1        | LS   | \$ 229,400.00 | \$ 229,400.00          |
| 3.04                              | Service Connection                             | 81       | EA   | \$ 3,000.00   | \$ 243,000.00          |
| <b>4.00</b>                       | <b>Wastewater Improvements</b>                 |          |      |               |                        |
| 4.01                              | 8" PVC Gravity                                 | 3,400    | LF   | \$ 130.00     | \$ 442,000.00          |
| 4.02                              | 6" Forcemain                                   | 350      | LF   | \$ 100.00     | \$ 35,000.00           |
| 4.03                              | 4' Manhole (8' depth)                          | 11       | EA   | \$ 12,000.00  | \$ 132,000.00          |
| 4.04                              | Service Connection                             | 81       | EA   | \$ 5,000.00   | \$ 405,000.00          |
| <b>5.00</b>                       | <b>Storm Improvements</b>                      |          |      |               |                        |
| 5.01                              | 18" RCP Storm Drain                            | 130      | LF   | \$ 110.00     | \$ 14,300.00           |
| 5.02                              | Curb Inlet                                     | 4        | EA   | \$ 12,500.00  | \$ 50,000.00           |
| 5.03                              | Storm Outfall                                  | 1        | LS   | \$ 50,000.00  | \$ 50,000.00           |
| <b>Subtotal Construction Cost</b> |                                                |          |      |               | <b>\$ 3,878,820.00</b> |
| <b>Construction Contingency</b>   |                                                |          |      |               | <b>\$ 969,710.00</b>   |
| <b>Total Construction Cost</b>    |                                                |          |      |               | <b>\$ 4,848,530.00</b> |

T.B.P.E. Registration No. 8053

G:\Projects\1-03414\2 Engineering\2.2 Correspondence\Scope & Fee Proposals\EOPCC Lacy Lakeview Streets 2024 REV 24OCT2024.xlsx



**Conceptual Engineer's Opinion of Probable Cost**

**City of Lacy Lakeview**  
**Virginia Drive Reconstruction (Approx 1,600 LF)**  
**Crest Drive to Smith Street**  
**Project No. 1-03414.00**  
**October 25, 2024**

| Item                              | Description                                    | Quantity | Unit | Unit Price    | Total Amount           |
|-----------------------------------|------------------------------------------------|----------|------|---------------|------------------------|
| <b>1.00</b>                       | <b>General Conditions</b>                      |          |      |               |                        |
| 1.00                              | Mobilization                                   | 1        | LS   | \$ 102,940.00 | \$ 102,940.00          |
| 1.01                              | Traffic Control Plan                           | 1        | LS   | \$ 5,000.00   | \$ 5,000.00            |
| 1.02                              | Traffic Control Implementation                 | 1        | LS   | \$ 30,000.00  | \$ 30,000.00           |
| 1.03                              | Material Testing                               | 1        | LS   | \$ 32,950.00  | \$ 32,950.00           |
| <b>2.00</b>                       | <b>Street Improvements</b>                     |          |      |               |                        |
| 2.01                              | Excavation (Including Pavement / Base Removal) | 1,837    | CY   | \$ 20.00      | \$ 36,740.00           |
| 2.02                              | Remove Existing Curb and Gutter                | 3,200    | LF   | \$ 5.00       | \$ 16,000.00           |
| 2.03                              | 2" Type C HMA                                  | 430      | Ton  | \$ 160.00     | \$ 68,800.00           |
| 2.04                              | 6" Cement Treated Base                         | 5,690    | SY   | \$ 26.00      | \$ 147,940.00          |
| 2.05                              | 6" Lime Treated Subgrade                       | 5,690    | SY   | \$ 7.50       | \$ 42,675.00           |
| 2.06                              | Lime Material (28 lbs/SY)                      | 80       | Ton  | \$ 300.00     | \$ 24,000.00           |
| 2.07                              | Curb and gutter                                | 3,200    | LF   | \$ 30.00      | \$ 96,000.00           |
| 2.08                              | Drive Approach                                 | 45       | EA   | \$ 6,000.00   | \$ 270,000.00          |
| <b>3.00</b>                       | <b>Water Improvements</b>                      |          |      |               |                        |
| 3.01                              | 8" PVC Waterline                               | 1,600    | LF   | \$ 120.00     | \$ 192,000.00          |
| 3.02                              | Bends/connections/appurtenances                | 1        | LS   | \$ 96,000.00  | \$ 96,000.00           |
| 3.03                              | Service Connection                             | 45       | EA   | \$ 3,000.00   | \$ 135,000.00          |
| <b>4.00</b>                       | <b>Wastewater Improvements</b>                 |          |      |               |                        |
| 4.01                              | 8" PVC Gravity                                 | 1,600    | LF   | \$ 130.00     | \$ 208,000.00          |
| 4.02                              | 6" Forcemain                                   | 0        | LF   | \$ 85.00      | \$ -                   |
| 4.03                              | 4' Manhole (8' depth)                          | 4        | EA   | \$ 12,000.00  | \$ 48,000.00           |
| 4.04                              | Service Connection                             | 45       | EA   | \$ 5,000.00   | \$ 225,000.00          |
| <b>5.00</b>                       | <b>Storm Improvements</b>                      |          |      |               |                        |
| 5.01                              | 24" RCP Storm Drain                            | 150      | LF   | \$ 110.00     | \$ 16,500.00           |
| 5.02                              | Curb Inlet                                     | 2        | EA   | \$ 12,500.00  | \$ 25,000.00           |
| <b>Subtotal Construction Cost</b> |                                                |          |      |               | <b>\$ 1,818,545.00</b> |
| <b>Construction Contingency</b>   |                                                |          |      |               | <b>\$ 454,640.00</b>   |
| <b>Total Construction Cost</b>    |                                                |          |      |               | <b>\$ 2,273,185.00</b> |



**Conceptual Engineer's Opinion of Probable Cost**

**City of Lacy Lakeview**  
**Donald Street Mill and Overlay (Approx 870 LF)**  
**Walnut St to Connaway St**  
**Project No. 1-03414**  
**October 25, 2024**

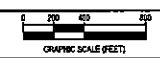
| Item        | Description                        | Quantity | Unit | Unit Price   | Total Amount         |
|-------------|------------------------------------|----------|------|--------------|----------------------|
| <b>1.00</b> | <b>General Conditions</b>          |          |      |              |                      |
| 1.01        | Mobilization & Project Incidentals | 1        | LS   | \$ 33,540.00 | \$ 33,540.00         |
| 1.02        | Traffic Control Plan               | 1        | LS   | \$ 5,000.00  | \$ 5,000.00          |
| 1.03        | Traffic Control Implementation     | 1        | LS   | \$ 20,000.00 | \$ 20,000.00         |
| 1.04        | Material Testing                   | 1        | LS   | \$ 1,120.00  | \$ 1,120.00          |
| <b>2.00</b> | <b>Roadway Improvements</b>        |          |      |              |                      |
| 2.01        | Prepare Right-of-Way               | 1        | LS   | \$ 5,000.00  | \$ 5,000.00          |
| 2.02        | 2-Inch Type D HMA                  | 350      | TON  | \$ 160.00    | \$ 56,000.00         |
| 2.03        | Mill Existing Pavement             | 3,000    | SY   | \$ 15.00     | \$ 45,000.00         |
| <b>3.00</b> | <b>Water Improvements</b>          |          |      |              |                      |
| 3.01        | 8" PVC Waterline                   | 870      | LF   | \$ 120.00    | \$ 104,400.00        |
| 3.02        | Bends/connections/appurtenances    | 1        | LS   | \$ 52,200.00 | \$ 52,200.00         |
| 3.03        | Service Connection                 | 17       | EA   | \$ 3,000.00  | \$ 51,000.00         |
| <b>4.00</b> | <b>Wastewater Improvements</b>     |          |      |              |                      |
| 4.01        | 8" PVC Gravity                     | 870      | LF   | \$ 130.00    | \$ 113,100.00        |
| 4.02        | 4' Manhole (8' depth)              | 2        | EA   | \$ 12,000.00 | \$ 26,100.00         |
| 4.03        | Service Connection                 | 17       | EA   | \$ 5,000.00  | \$ 85,000.00         |
| <hr/>       |                                    |          |      |              |                      |
|             | Subtotal Construction Cost         |          |      |              | \$ 597,460.00        |
|             | Construction Contingency           | 25%      |      |              | \$ 149,365.00        |
|             | <b>Total Construction Cost</b>     |          |      |              | <b>\$ 746,825.00</b> |

C:\PROJECTS\2414142 - DRAFTING\2414142-0044-RECOMMENDED STREET IMPROVEMENTS.DWG, EXHIBIT A, DOWNSIDE, LACY LAKEVIEW, TEXAS



# LEGEND

- FULL RECONSTRUCTION**
  - VIRGINIA DRIVE FROM CHISTEN TO SMITH (APPROX. 1,700 LF, 2" WATER UPGRADE, 8" WASTEWATER REPLACEMENT)
  - WALNUT STREET FROM CHISTEN TO CHISTEN (APPROX. 3,600 LF)
- MILL & OVERLAY**
  - DONALD ST. (APPROX. 850 LF)



| REV. | DESCRIPTION | DATE |
|------|-------------|------|
|      |             |      |
|      |             |      |
|      |             |      |

**Walker Partners**  
engineers | surveyors

**CITY OF LACY LAKEVIEW**

2024 STREET EVALUATION  
RECOMMENDED STREET IMPROVEMENTS

OVERALL MAP

PRELIMINARY  
FOR REVIEW ONLY

|                                                                                                                                                                                                                                                                                    |        |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-----------|
| THIS DOCUMENT IS<br>RELEASED FOR THE PURPOSE<br>OF REVIEW ONLY UNDER<br>THE AUTHORITY OF<br>PROFESSIONAL ENGINEER<br>WALKER PARTNERS<br>P.L.L.C. & SONS, INC.<br>ON THE DATE SHOWN ON THE<br>DATE SHOWN. IT IS NOT TO BE<br>USED FOR CONSTRUCTION,<br>BIDDING, OR PERMIT PURPOSES. |        | BY<br>KDS |
| DESIGNED BY                                                                                                                                                                                                                                                                        | KDS    |           |
| DRAWN BY                                                                                                                                                                                                                                                                           | ARC    |           |
| CHECKED BY                                                                                                                                                                                                                                                                         | KDS    |           |
| PROJECT NO.                                                                                                                                                                                                                                                                        | 142414 |           |

DRAWING NO.  
**EXHIBIT A**

**A1** N. WALNUT ST., DONALD ST., HOOKS ST.

**A8** VIRGINIA DR.

**Exhibit B**  
**Standard Hourly Rates Schedule**

4

**Standard Hourly Rates Schedule**

Standard Hourly Rates are subject to annual review and adjustment. Hourly rates for services in effect on the date of the Agreement are:

| <b>Classification</b>      | <b>Rate</b> |
|----------------------------|-------------|
| Managing Principal         | \$350/hour  |
| Manager VII                | \$300/hour  |
| Manager VI                 | \$290/hour  |
| Manager V                  | \$270/hour  |
| Manager IV                 | \$255/hour  |
| Manager III                | \$240/hour  |
| Manager II                 | \$225/hour  |
| Manager I                  | \$205/hour  |
| Senior Engineer V          | \$290/hour  |
| Senior Engineer IV         | \$275/hour  |
| Senior Engineer III        | \$250/hour  |
| Senior Engineer II         | \$225/hour  |
| Senior Engineer I          | \$200/hour  |
| Survey Manager IV          | \$225/hour  |
| Survey Manager III         | \$210/hour  |
| Survey Manager II          | \$170/hour  |
| Project Manager IX         | \$245/hour  |
| Project Manager VIII       | \$230/hour  |
| Project Manager VII        | \$215/hour  |
| Project Manager VI         | \$200/hour  |
| Project Manager V          | \$185/hour  |
| Project Manager IV         | \$175/hour  |
| Project Manager III        | \$165/hour  |
| Project Manager II         | \$150/hour  |
| Project Manager I          | \$140/hour  |
| Senior Design Engineer III | \$150/hour  |
| Senior Design Engineer II  | \$140/hour  |
| Senior Design Engineer I   | \$125/hour  |
| Project Engineer IV        | \$165/hour  |
| Project Engineer III       | \$160/hour  |
| Project Engineer II        | \$150/hour  |
| Project Engineer I         | \$140/hour  |
| Project Surveyor X         | \$185/hour  |
| Project Surveyor IX        | \$175/hour  |
| Project Surveyor VIII      | \$160/hour  |
| Project Surveyor VII       | \$150/hour  |
| Project Surveyor VI        | \$140/hour  |
| Project Surveyor V         | \$130/hour  |
| Project Surveyor IV        | \$120/hour  |
| Project Surveyor III       | \$110/hour  |
| Project Surveyor II        | \$100/hour  |

| <b>Classification</b>     | <b>Rate</b> |
|---------------------------|-------------|
| Project Surveyor I        | \$85/hour   |
| Professional VII          | \$150/hour  |
| Professional VI           | \$130/hour  |
| Professional V            | \$125/hour  |
| Professional IV           | \$123/hour  |
| Professional III          | \$120/hour  |
| Professional II           | \$115/hour  |
| Professional I            | \$105/hour  |
| Construction Manager X    | \$315/hour  |
| Construction Manager IX   | \$300/hour  |
| Construction Manager VIII | \$180/hour  |
| Construction Manager VII  | \$150/hour  |
| Construction Manager VI   | \$140/hour  |
| Construction Manager V    | \$115/hour  |
| Construction Manager IV   | \$105/hour  |
| Construction Manager III  | \$100/hour  |
| Construction Manager II   | \$95/hour   |
| Construction Manager I    | \$80/hour   |
| Technician XII            | \$185/hour  |
| Technician XI             | \$160/hour  |
| Technician X              | \$150/hour  |
| Technician IX             | \$140/hour  |
| Technician VIII           | \$125/hour  |
| Technician VII            | \$115/hour  |
| Technician VI             | \$100/hour  |
| Technician V              | \$95/hour   |
| Technician IV             | \$80/hour   |
| Technician III            | \$75/hour   |
| Technician II             | \$65/hour   |
| Technician I              | \$60/hour   |
| Support Staff VI          | \$120/hour  |
| Support Staff V           | \$100/hour  |
| Support Staff IV          | \$90/hour   |
| Support Staff III         | \$80/hour   |
| Support Staff II          | \$75/hour   |
| Support Staff I           | \$60/hour   |
| 4-Man Crew                | \$240/hour  |
| 3-Man Crew                | \$225/hour  |
| 2-Man Crew                | \$165/hour  |
| 1-Man Crew                | \$145/hour  |

## **COUNCIL AGENDA ITEM #12**

### **SUMMARY:**

#### **Public Comment**

*This time is for individuals to address the City Council on issues and items of concern on or not on the agenda. There will be no City Council action at this time. Limit of 3 minutes per person. The City Council reserves the right to delay, when appropriate and upon the agreement of the individual, on a specific agenda item so they may speak at that time.*

## **COUNCIL AGENDA ITEM #13**

### **SUMMARY:**

#### **Mayor's Report**

Briefings or updates may be provided regarding City Council and/or community events.

## **COUNCIL AGENDA ITEM #14**

### **SUMMARY:**

#### Council Member's Input

Briefings or updates may be provided regarding City Council and/or community events.

**COUNCIL AGENDA ITEM #15**

**Council Meeting:**  
January 28, 2025

**Originating Dept:** Administration

**Agenda Item:**  
Discussion and consideration of motion, if any, regarding matters discussed in Executive Session.

**Action:**

- |                                               |                                                  |
|-----------------------------------------------|--------------------------------------------------|
| <input type="checkbox"/> Work Session         | <input type="checkbox"/> Ordinance               |
| <input type="checkbox"/> Recognition          | <input type="checkbox"/> Resolution              |
| <input type="checkbox"/> Public Hearing       | <input checked="" type="checkbox"/> Motion/Order |
| <input type="checkbox"/> Special Presentation | <input type="checkbox"/> Other                   |