



City of Glenn Heights
Special Called City Council
Meeting

Agenda Packet

September 8, 2020

Meeting starts at 6:30 P.M.



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, SEPTEMBER 8, 2020 6:30 P.M.
SPECIAL CALLED CITY COUNCIL MEETING**

Notice is hereby given in accordance with the Order of the Office of the Governor issued March 16, 2020, that the City of Glenn Heights will conduct a Special Called Meeting via telephone and video conference in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Novel Coronavirus (COVID-19).

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at <https://www.glennheightstx.gov/AgendaCenter>.

To view this Council Meeting live, please use the following link (you are not required to have a Facebook account to access this meeting):
<https://www.facebook.com/CityofGlennHeights>.

Notice is hereby given that the City of Glenn Heights City Council will hold a Special Called City Council Meeting on Tuesday, September 8, 2020, beginning at 6:30 P.M., via telephone and video conference as prescribed by Vernon’s Texas Civil Statutes, Government Code Section §551.041, to consider and possibly take action on the following agenda items. Items do not have to be taken in the same order as shown in this meeting Notice and Agenda.

CALL TO ORDER

INVOCATION – Keith Moore, Fire Chief

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

If you would like to make a Public Comment during the “**Public Comment**” portion of the meeting, please email Brandi Brown, City Secretary, at brandi.brown@glennheightstx.gov, no later than **5:30 P.M. on September 8, 2020**. Please include the following information in your email:

- Name
- Address
- Email Address and Phone Number
- Agenda Item or General Subject of your Comment

Once your request is received, you will be given information to access the meeting via telephone or video conference (which provides two-way communication during the Public Comment portion of the meeting).

AGENDA

1. Discuss and take action to approve Resolution R-33-20, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the terms and conditions of an Agreement for Professional Services, by and between the City of Glenn Heights and Dikita Enterprises, Inc., to provide engineering services for the repairs and rehabilitation design for various streets, water lines, and drainage components in the Glenn Heights Mesa Addition, as set forth in the attached Exhibit "A", and authorizing the City Manager to execute the agreement and all other necessary documents; and providing an effective date. (David Hall, City Manager)

ADJOURNMENT

In accordance with the Americans with Disabilities Act, If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodations, please contact the City Secretary at least 48 hours in advance of the event at 972-223-1690 ext. 125 or email brandi.brown@glennheightstx.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda were posted in a place convenient to the Public at Glenn Heights City Hall, 1938 South Hampton Road, Glenn Heights, Texas by 5:00 P.M. on Friday, September 4, 2020. Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in closed session with its attorney at any time during the course of this meeting and to receive legal advice regarding any item listed on this agenda.

Brandi Brown, City Secretary

Invocation



Keith Moore, Fire Chief

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF GLENN HEIGHTS, TEXAS
RESOLUTION NO. R-33-20**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN THE CITY OF GLENN HEIGHTS AND DIKITA ENTERPRISES, INC. TO PROVIDE ENGINEERING SERVICES FOR THE REPAIRS AND REHABILITATION DESIGN FOR VARIOUS STREETS, WATER LINES, AND DRAINAGE COMPONENTS IN THE GLENN HEIGHTS MESA ADDITION AS SET FORTH IN THE ATTACHED EXHIBIT “A” AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTS; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City desires to engage the services of professional engineer or engineering firm to provide inspection and evaluation, design and engineering, and project coordination and management services with regard to the asphalt rehabilitation and repair of 22 residential streets in the Mesa Addition neighborhood, water main and service line repairs and replacements for 21 of the subject streets, and recommendation of repairs to address surface drainage and ponding along the subject (collectively, the “Project”); and

WHEREAS, after due negotiation, Dikita Enterprises, Inc. has agreed to provide the services for the Project on the terms and conditions set forth in the Professional Services Agreement attached hereto as Exhibit “A”; and

WHEREAS, City Administration has recommended approval of the Professional Services Agreement; and

WHEREAS, the City Council of the City of Glenn Heights concurs in the foregoing recommendation and finds it in the best interest of the City to enter into said agreement;

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

SECTION 1. The Professional Services Agreement attached hereto as Exhibit “A” is hereby approved and the City Manager is hereby authorized to execute said agreement and any other all required documents to effect the provision of the services described therein.

SECTION 2. This Resolution shall be effective immediately upon approval.

PASSED AND APPROVED this the 8th day of September 2020.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(090420vwtTM117781)

EXHIBIT “A”

[Professional Services Agreement Between City and Dikita Enterprises, Inc.]

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**AGREEMENT FOR PROFESSIONAL
SERVICES**

This Agreement for Professional Services (“Agreement”) is made by and between the City of Glenn Heights, Texas (“City”) and Dikita Enterprises Inc., a Texas corporation (“Professional”) (each a “Party” and collectively the “Parties”), acting by and through their authorized representatives.

RECITALS:

WHEREAS, the City desires to engage the services of the Professional as an independent contractor, and not as an employee, to provide the services described in Exhibit “1” (the “Scope of Services”) to assist the City by providing inspection and evaluation, design and engineering, and project coordination and management services with regard to the asphalt rehabilitation and repair of 22 residential streets in the Mesa Addition neighborhood, water main and service line repairs and replacements for 21 of the subject streets, and recommendation of repairs to address surface drainage and ponding along the subject (collectively, the “Project”) on the terms and conditions set forth in this Agreement; and

WHEREAS, the Professional desires to render services for the City on the terms and conditions set forth in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

**Article I
Term**

1.1 This Agreement shall commence on the last date of execution hereof (“Effective Date”) and continue until completion of the services, unless sooner terminated as provided herein.

1.2 Either Party may terminate this Agreement by giving thirty (30) days prior written notice to the other Party. In the event of such termination the Professional shall deliver to City all finished and unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by the Professional in connection with this Agreement. Professional shall be entitled to compensation for any services completed to the reasonable satisfaction of the City in accordance with this Agreement prior to such termination.

**Article II
Scope of Service**

2.1 The Professional shall perform the services in connection with the Project as set forth in the Scope of Services. The Professional shall perform the services with: (i) the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

2.2 Excluded Services. Professional's services under this Agreement include only those services specified herein and in the attached Scope of Services attached hereto as Exhibit "1" and expressly exclude geotechnical services, drawings reproductions, aerial photography, survey, and subsurface utility engineering, if needed.

2.3 Right of Entry. City shall provide access to and/or obtain permission for Professional to enter upon all property, whether or not owned by City, as required to perform and complete the services. Professional will operate with reasonable care to minimize damage to the Project site. However, City recognizes that Professional's operations and the use of investigative equipment may unavoidably alter conditions or affect the environment at the existing Project site. The cost of repairing such damage will be borne by City and is not included in the fee unless otherwise stated.

2.4 Licenses. Professional represents to City that Professional possesses any and all licenses which may be required by the State of Texas or any other governmental entity having jurisdiction as may be necessary for the performance of Professional's services pursuant to this Agreement.

2.5 Information/Confidentiality. City will furnish to Professional such information with respect to the Project as Professional may reasonably request in order to render Professional's services effectively. Professional will hold in strict confidence all information with respect to the Project which is furnished to Professional by City in confidence and which is not otherwise publicly available and/or not required, as a matter of law or proper business practice, to be disclosed to a third party in connection with the consulting services for the Project.

2.6 Subsurface Structures. City shall provide Professional with the location of all City-owned subsurface structures, such as pipes, tanks, cables and utilities within the Project site and be responsible for any damage inadvertently caused by Professional to any such structure or utility not designated. Professional is not liable to City for any losses, damages or claims arising from damage to subterranean structures or utilities owned by City that were not correctly designed by City to Professional. Professional shall be responsible for obtaining third-party utility location information from franchise utility companies and shall be liable for any losses, damages, or claims arising from damage to third-party subterranean structures or utilities.

2.7 Changed Conditions. If Professional discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement ("Changed Conditions"), Professional will notify City in writing of the Changed Conditions. City and Professional agree that they will then renegotiate in good faith the terms and conditions of this Agreement. If Professional and City cannot agree upon terms and conditions within thirty (30) days after

notice, either Party may terminate the Agreement and Professional shall be compensated for services performed prior to the date of termination.

2.8 Certifications. City will not require Professional to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the Professional cannot ascertain, or that contains any certification, guarantee or warranty broader than the professional standard of care.

2.9 Ownership and Use of Documents.

- (a) Professional's Documents. Unless otherwise agreed in writing, all documents and information prepared by Professional or obtained by Professional from any third party in connection with the performance of services, including, but not limited to, Professional's reports, boring logs, maps, field data, field notes, drawings and specifications, laboratory test data and other similar documents are the property of City. Professional shall be allowed to retain copies, at Professional's expense, of any or all such information.
- (b) Use of Documents. All documents prepared by Professional are solely for the use of City, its employees, contractors and agents, and will not be used by any other person or entity without Professional's prior written notice.
- (c) Unauthorized Reuse. No party other than City, its employees, contractors and agents may rely, and City will not represent to any other party that it may rely, on documents without Professional's express prior written consent and receipt of additional compensation. City waives any and all claims against Professional resulting in any way from the unauthorized reuse or alteration of documents by itself or anyone obtaining them through City.

2.10 Conflict of Interest. Professional agrees to notify City and seek City's approval prior to Professional's retention by any other individuals or entities, which either directly or indirectly may create a conflict of interest in Professional's services under this Agreement. City may deny any such approval for Professional's retention set forth above, in the event City, in City's sole and absolute discretion, should conclude that such retention would have an adverse effect on Professional's services under this Agreement.

**Article III
Schedule of Work**

The Professional agrees to complete the required services in accordance with the Project Schedule outlined in the Scope of Services.

**Article IV
Compensation and Method of Payment**

4.1 Professional will be compensated in an amount not to exceed Eighty-Six Thousand, Five Hundred Dollars (\$86,500.00). Professional will bill for professional services provided under this Agreement at an hourly rate not to exceed \$175.00 per hour. Unless otherwise provided herein, payment to the Professional shall be monthly based on the Professional's monthly progress report and detailed monthly itemized statement for services that shows the names of the Professional's employees, agents, contractors performing the services, the time worked, the actual services performed, the rates charges for such service, reimbursable expenses, the total amount of fee earned to date, and the amount due and payable as of the current statement, in a form reasonably acceptable to the City. Monthly statements shall include authorized non-salary expenses with supporting itemized invoices and documentation. The City shall pay such monthly statements within thirty (30) days after receipt and City verification of the services and expenses unless otherwise provided herein.

4.2 Unless otherwise provided in the Scope of Services the Professional shall be responsible for all expenses related to the services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, telephone, internet and email charges.

4.3 The hourly rates set forth herein and in the Scope of Services, if any, shall remain in effect during the term of this Agreement. Any changes to established hourly rates shall require the prior written consent of the City.

Article V Devotion of Time; Personnel; and Equipment

5.1 The Professional shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Professional shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement, and shall be compensated for such additional services on a time and materials basis, in accordance with Professional's standard hourly rate schedule, or as otherwise agreed between the Parties.

5.2 To the extent reasonably necessary for the Professional to perform the services under this Agreement, the Professional shall be authorized to engage the services of any agents, assistants, persons, or corporations that the Professional may deem proper to aid or assist in the performance of the services under this Agreement. The Professional shall provide written notice to and obtain written approval from the City prior to engaging services not referenced in the Scope of Services. The cost of such personnel and assistance shall be included as part of the total compensation to be paid Professional hereunder and shall not otherwise be reimbursed by the City unless otherwise provided herein.

5.3 The Professional shall furnish the facilities, equipment and personnel necessary to perform the services required under this Agreement unless otherwise provided herein.

5.4 The Professional shall submit monthly progress reports and attend monthly progress meetings scheduled by the City or more frequently as may be required by the City from time to time based upon Project demands. Each progress report shall detail the work accomplished and special problems or delays experienced on the Project during the previous report period, and the planned work activities and special problems or delays anticipated for the next report period.

Article VI Miscellaneous

6.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

6.2 Assignment. The Professional may not assign this Agreement without the prior written consent of City. In the event of an assignment by the Professional to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

6.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

6.4 Governing Law. The laws of the State of Texas shall govern this Agreement without regard to any conflict of law rules; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

6.6 Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

6.7 Independent Contractor. It is understood and agreed by and between the Parties that the Professional, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Professional pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Professional shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail or courier to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three (3) days after being placed in the U.S. mail with first-class postage pre-paid or on the day actually received if sent by courier or otherwise hand delivered:

If intended for City, to:

Attn: David Hall, J.D.
City Manager
City of Glenn Heights, Texas
1938 S. Hampton Road
Glenn Heights, Texas 75154

With a copy to:

Attn: Victoria W. Thomas
City Attorney
Nichols, Jackson, Dillard,
Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard Street
Dallas, Texas 75201

If intended for Professional:

Attn: Evalynn A. Williams
Dikita Enterprises, Inc.
1420 W. Mockingbird Ln., Suite 600
Dallas, Texas 75247

6.9 Insurance.

- (a) Professional shall during the term hereof maintain in full force and effect the following insurance: (i) a comprehensive general liability policy of insurance for bodily injury, death and property damage including the property of the City, its officers, contractors, agents and employees (collectively referred to as the "City") insuring against all claims, demands or actions relating to the work and services provided by the Professional pursuant to this Agreement with a minimum combined single limit of not less than \$2,000,000.00 per occurrence for injury to persons (including death), and for property damage and \$2,000,000.00 aggregate including products and completed operations coverage of \$1,000,000.00. This policy shall be primary to any policy or policies carried by or available to the City; (ii) policy of automobile liability insurance covering any vehicles owned, non-owned and hired and/or operated by Professional, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,000,000.00 combined single limit for bodily injury, death and property damage; (iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of Professional's employees involved in the provision of services under this Agreement with policy limit of not less than \$1,000,000.00; and (iv) Professional Liability with policy limit of not less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate, covering negligent acts, errors and omissions by Professional, its contractors, sub-contractors,

consultants and employees in the performance of services pursuant to this Agreement.

- (b) All insurance shall be endorsed to provide the following provisions: (1) name the City, its officers, and employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance and Professional Liability; (2) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance, except for Professional Liability Insurance. A specific endorsement needs to be added to all policies, with a copy of the endorsement provided to the City that indicates the insurance company will provide to the City at least a thirty (30) day prior written notice for cancellation, non-renewal, and/or material changes of the policy. In the event the companies providing the required insurance are prohibited by law to provide any such specific endorsements, the Professional shall provide at least thirty (30) days prior written notice to the City of any cancellation, non-renewal and/or material changes to any of the policies of insurance.
- (c) All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City.
- (d) A certificate of insurance and copies of policy endorsements evidencing the required insurance shall be submitted to the City prior to commencement of services. On every date of renewal of the required insurance policies, the Professional shall cause a certificate of insurance and policy endorsements to be issued evidencing the required insurance herein and delivered to the City. In addition, the Professional shall within ten (10) business days after written request provide the City with certificates of insurance and policy endorsements for the insurance required herein. The delivery of the certificates of insurance and policy endorsements to the City is a condition precedent to the payment of any amounts due to Professional by the City. The failure to provide valid certificates of insurance and policy endorsements shall be deemed a default and/or breach of this Agreement.

6.10 Debarment and Suspension.

- (a) In accordance with 2 CFR section 180.300, the principal of this Agreement as described in 2 CFR section 180.995 being duly sworn or under penalty of perjury under the laws of the United States, certifies that neither Professional nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, the State of Texas or any of its departments or agencies.

- (b) If, during the term of this Agreement, Professional becomes debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation, Professional shall immediately inform the City of Glenn Heights.
- (c) For agreements that are financed by Federal or State grants, Professional agrees that this section will be enforced on each of its subcontractors and will inform the City of Glenn Heights of any violations of this section by subcontractors to the Agreement.
- (d) The certification in this section is a material representation of fact relied upon by the City in entering into this Agreement.

6.11 Indemnification. PROFESSIONAL DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, CAUSED BY OR RESULTING FROM THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE PROFESSIONAL, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANY OTHER ENTITY OVER WHICH THE PROFESSIONAL EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE ATTORNEYS' FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS IN PROPORTION TO THE PROFESSIONAL'S LIABILITY.

THE PROFESSIONAL'S OBLIGATIONS UNDER THIS SECTION SHALL NOT BE LIMITED TO THE LIMITS OF COVERAGE OF INSURANCE MAINTAINED OR REQUIRED TO BE MAINTAINED BY PROFESSIONAL UNDER THIS AGREEMENT. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

6.12 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

6.13 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

6.14 Prohibition of Boycott Israel. Professional verifies that it does not Boycott Israel and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended. This section does not apply if the

Professional is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Professional has ten (10) or more fulltime employees and (ii) this Agreement has a value of \$100,000.00 or more to be paid under the terms of this Agreement.

(Signature Page to Follow)

EXECUTED this _____ day of _____, 20__.

CITY OF GLENN HEIGHTS, TEXAS

By: _____
David Hall, J.D., City Manager

ATTEST:

By: _____
Brandi Brown, City Secretary

APPROVED AS TO FORM:

By: _____
Victoria W. Thomas, City Attorney

EXECUTED this _____ day of _____, 20__.

DIKITA ENTERPRISES INC.

By: _____
Evalynn A. Williams.
President and Director

EXHIBIT "1"
SCOPE OF SERVICES



Dikita Enterprises,
Inc.

Divisions:

Dikita
Engineering

Dikita
Management
Services

www.dikita.com

August 20, 2020

Mr. David Hall
City Manager
City Hall
1938 S Hampton Road
Glenn Heights, TX 75154

via email

Re: Repairs and Rehabilitation Design for various streets in Glen Heights Mesa Addition

Mr. Hall, thank you for the opportunity to submit this proposal. We have interpreted and evaluated your request for road, water and drainage work in The Mesa Addition of Glen Heights.

PROJECT OVERVIEW

The City has identified 22 residential streets in the Mesa additions that need rehabilitation. The streets lengths ranges from 150 to 1800 feet for a total of approximately 15,000 feet. The streets are asphalt and the repairs/rehabilitation shall also be in asphalt. Additionally, 21 streets (20 that are part of the street repair group) will require water mains and service lines replacements. The water lines which are 4" to 6" cast iron pipe shall be replaced with 8" PVC in the same location and depth. Furthermore, surface drainage and ponding along the subject streets will be inspected, evaluated and proper repairs will be recommended. This includes the five areas specifically mentioned - Mesa Circle, Mesa Wood Dr., Mesa Wood Circle, Glen Lane, and Rose Way. Exhibit "A" describes the location of the streets and the associated repair.

We understand that the City desires the construction documents to be completed for bidding purposes by or before November. Dikita will meet this aggressive schedule.

To avoid any delays, Dikita will be providing the design and construction documents in one bid package for all street rehabilitation, drainage repairs and water main replacements.

All designs will consider the accessibility and convenience of the residents during construction.

PROJECT DELIVERABLES

Deliver plans, specifications and itemized bid schedule per NCTCOG and City standards for bidding and construction purposes. All plans shall be delivered as PDF files.

PROJECT SCOPE

The scope of the project work shall be as follows.

We understand that the City is intending to rehabilitate all the streets and replace all the water lines listed in the attached Exhibit "A". We anticipate two major deliverables – 75% drawings and 100% construction documents. At the 75% mark, we would expect comments back from the City before completing the 100% documents. Of course, along the way, we will converse with the City's representative to ensure that we incorporate and include all concerns and expectations.

1420 W. Mockingbird Lane • Suite 600 Dallas, Texas 75247 • Ph: (214) 634.8844 Fax: (214) 638-7406

EXHIBIT "1"
SCOPE OF SERVICES



Dikita Enterprises,
Inc.

Divisions:

Dikita
Engineering

Dikita
Management
Services

www.dikita.com

In order to plan, evaluate, design and prepare construction documents and specifications, Dikita proposes to undertake the following tasks to attain the project objectives.

I. Data gathering

- a. Inspect and evaluate the physical condition of all roadways listed on the attached Exhibit "A". The pavement condition and sidewalks will be visually inspected and pavement cores will be taken to understand the thickness of the pavements and adequacy of the subgrade.
- b. Inspect the curb and gutter concerns along all streets to recommend and specify proper repair. Recommendation on drainage repairs will not include hydrology and hydraulic computations.
- c. Review and evaluate the City's record drawings of the existing water mains that the City has identified to be replaced.
- d. Contact franchise utility companies to obtain information that will be used to avoid damages to existing utility infrastructure.
- e. Meet with the City to further clarify the findings and confirm plans to move forward with the most efficient direction.

II. Design

- a. Prepare base maps to show the location of all streets, water mains, and drainage concerns.
- b. Prepare construction drawings for the roadway pavement and drainage repair or rehabilitation based on the City approved repair method.
- c. Prepare construction drawings for the replacement in-place of all the water lines listed in Exhibit "A". All undersized cast iron water lines will be replaced with 8" PVC water mains. Also, fire hydrants and service lines will be replaced if needed. The plans will specify procedures to construct the water mains with minimum interruption to the residents.
- d. Special services such as surveys and SUE will be utilized if required

III. Procurement

- a. Prepare and assist the City with bid solicitation, evaluation, bid tabulation and recommending the most qualified bidder.

IV. Services during Construction

- a. Provide response to RFIs from contractor.
- b. Provide limited site visits to observe the work in place (optional if requested and billed hourly)

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EXHIBIT "1"
SCOPE OF SERVICES



Dikita Enterprises,
Inc.

Divisions:

Dikita
Engineering

Dikita
Management
Services

www.dikita.com

V. Project Schedule

- a. Within 5 weeks of the notice to proceed, we will deliver 75% completed plans, provided quick responses from the City, franchise utility companies, and special services (eg. surveyor, geotechnical services, etc.)
- b. Within 2 weeks after comments, we will deliver 100% completed construction documents.

VI. Project Management

The key members and other support team members will be assigned to this project. Vice President David Tayyari P.E, shall serve as Project Manager and shall be accountable for the delivery of a quality set of construction documents. The other key engineer shall be Meran Dadgostar P.E., who will serve as the project engineer. Meran will largely be responsible for most of the design. Both are experienced engineers with a combined 70 plus years of municipal work with similar projects. Their resumes are attached for your perusal. The Principal-in-Charge shall be Eve Williams, who will ensure that the project is completed within budget and on schedule.

VII. Project Costs

Based upon the limited amount of data provided and the verbal description of services desired, we have determined that this project would cost a total of our service EIGHTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$86,500). We also suggest budgeting \$8,000 for geotechnical services and additional \$15,000 in reimbursables to include the cost of reproducing the drawings, aerial photography, survey, and SUE if needed. We do not anticipate using these special services (other than geotechnical), but have included them to account for unknown conditions. These costs would be passed along to the City at cost. All reimbursable costs shall require preapproval from client before proceeding. We will invoice the city as a percentage of completion at the end of each month.

VIII. Additional Services

Construction Oversight- If the city is interested in QA oversight services during construction, we can provide services for a senior construction inspector at \$900 per day (assuming 8 hour days).

Other services: Our hourly rate for PM or PE is \$175 per hour.

IX. Exclusions

- a. Preparation of reconstruction documents
- b. Construction Administration

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EXHIBIT "1"
SCOPE OF SERVICES



Dikita Enterprises,
Inc.

Divisions:

Dikita
Engineering

Dikita
Management
Services

www.dikita.com

- c. Accessibility review by state agencies
- d. SWPPP
- e. Hydrology and hydraulic calculations
- f. Any underground drainage designs
- g. Water line modeling
- h. Traffic control construction and sequencing plans

X. Assumptions

- a. City will provide all record drawings and data that is available
- b. City review time will be no more than 2-3 days.
- c. City will assist in facilitating when need to franchise utility companies.
- d. We will purchase any aerial photography when needed
- e. We will utilize NCTCOG design standards

Again, thank you for the opportunity. We look forward to getting started. If you have any questions, contact me at 214-634-8844 ext 103, or via cell at 972-880-8904 or by email at ewilliams@dikita.com

Sincerely
Dikita Engineering

Evalynn A. Williams
President

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The Mesa’s Subdivision

Road Repairs	Feet	Water Line Replacement	Feet	Drainage Repairs
Glenn Lane 4,964 feet	4964	Glenn Lane 3,582 feet of 6-inch cast iron pipe	3582	1920 Glenn Lane- pavement is lower than curb and gutter, water stands in the middle of the road.
Rose Way 275 feet	275	Rose Way 275 feet of 4-inch cast iron pipe	275	212 Rose Way -Curb and Gutter is damaged and water cannot flow to inlet.
Monica 200 Block 275 feet	275	200 Block of Monica 275 feet of 4-inch cast iron pipe	275	
Monica 300 Block 245 feet	245	300 Block of Monica 240 feet of 4-inch cast iron pipe	240	
West Court 200 Block 245 feet	245	200 Block of West Court 275 feet of 4-inch cast iron pipe	275	
West Court 300 Block 245 feet	245	300 Block of West Court 240 feet of 4-inch cast iron pipe	240	
Milas Lane 1,840 feet	1840	Milas Lane 1,840 feet of 6-inch cast iron pipe	1840	
Sierra Court 150 feet	150	Sierra Court 150 feet of 4-inch cast iron pipe	150	
Milas Court 150 feet	150	Milas Court 150 feet of 4-inch cast iron pipe	150	
Apache 200 Block 250 feet	250	200 Block of Apache 290 feet of 4-inch cast iron pipe	290	
Apache 300 Block 225 feet	225	300 Block of Apache 225 feet of 4-inch cast iron pipe	225	
Tejas Drive 200 Block	290	200 Block of Tejas 290 feet of 4-inch cast iron pipe	290	
Tejas Drive 300 Block	225	300 Block of Tejas 225 feet of 4-inch cast iron pipe	225	
Mesa Drive 1800 feet	1800	Mesa Drive 1800 feet of 6-inch cast iron pipe	1800	
Mesa Circle 150 feet	190	Mesa Circle 190 feet of 6-inch cast iron pipe	190	105 Mesa Circle- Curb and gutter is high at the intersection of Mesa Circle and Mesa Drive. Water stands in the middle of the road.
High Mesa 150 feet	150	High Mesa 190 feet of 4-inch cast iron pipe	190	
Madre Court 150 feet	150	Madre Court 190 feet of 4-inch cast iron pipe	190	
Mesa Court 150 feet	150	Mesa Court 190 feet of 4-inch cast iron pipe	190	
Verde Drive 308 feet	308	Verde Drive 345 feet of 6-inch cast iron pipe	345	
		Verde Court 190 feet of 4-inch cast iron pipe	190	
Mesa Wood 1,550 feet	1550	Mesa Wood 1,550 feet of 6-inch cast iron pipe	1550	102 Mesa Wood Drive- Curb and gutter is damaged causing flooding at the intersection of Hampton and Mesa Wood.
Mesa Wood Circle 200 feet	200	Mesa Wood Circle 240 feet of 4-inch cast iron pipe	240	105 Mesa Wood Circle- Curb and Gutter is damaged causing water to stand in front of 105 Mesa Wood Circle.
Mesa Moor Drive 1,112 feet	1112	Mesa Moor 1,100 feet of 6-inch cast iron pipe	1100	
	14989		14042	

