

RESOLUTION NO. R-2014-29

**A RESOLUTION OF THE TYLER, TEXAS CITY COUNCIL
DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH
PROCEEDS OF FUTURE DEBT.**

STATE OF TEXAS §
 §
COUNTY OF SMITH §
 §
CITY OF TYLER §

WHEREAS, the City of Tyler, Texas (the "Issuer") reserves the right to issue debt for construction of erosion control around, and repairs to, the bridge abutment at the Lake Palestine Raw Water Pump Station (the "Project") and further intends to make certain capital expenditures with respect to the Project and currently reserves the right to reimburse the capital expenditures with proceeds of such debt; and

WHEREAS, under 26 CFR § 1.150-2 (the "Regulation"), to fund such reimbursement with proceeds of tax-exempt obligations, the Issuer must declare its expectation to make such reimbursement; and

WHEREAS, the Issuer desires to preserve its ability to reimburse the capital expenditures with proceeds of tax-exempt obligations,

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

Part 1: That the City of Tyler reasonably expects to reserve the right to reimburse capital expenditures with respect to the Project with proceeds of future potential debt hereafter which may be incurred by the issuer, and that this resolution shall constitute a declaration of official intent under the Regulation. The maximum principal amount of obligations expected to be issued for the Project is \$250,000.

Part 2: That this Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED, this the 10th day of December, 2014.


MARTIN HEINES, MAYOR OF THE
CITY OF TYLER, TEXAS

ATTEST:


CASSANDRA BRAGER, CITY CLERK



APPROVED:


CITY ATTORNEY

**WORK ORDER FOR PROFESSIONAL SERVICES
CONTRACT NO. TYL352
WORK ORDER NO. 1**

EROSION CONTROL AT LAKE PALESTINE RAW WATER PUMPING STATION

This Work Order constitutes authorization by the City of Tyler (CITY) for Wisenbaker, Fix & Associates (ENGINEER) to provide engineering services for the above titled project (hereinafter called the Project). The Project includes Design Phase professional services.

ENGINEER shall provide engineering services for CITY in accordance with the ENGINEERING CONTRACT dated October 26, 2011. The scope of services for this part of the work is generally as follows:

- 1) During the Preliminary Report Phase ENGINEER shall: **NOT APPLICABLE TO THIS PROJECT.**
- 1) During the Design Phase ENGINEER shall: Provide the services described in SECTION 2 C of the ENGINEERING CONTRACT. Unless otherwise modified within.

The Design Phase Services will be completed and Contract Documents and ENGINEER's opinion of costs submitted within 130 calendar days following written authorization from CITY to ENGINEER to proceed with that phase of services. Subject to such time extensions as may be mutually agreed upon by ENGINEER and CITY in response to unforeseen conditions or events beyond the control of ENGINEER.

- 2) During the Construction Phase ENGINEER shall: **NOT APPLICABLE TO THIS PROJECT.**
- 3) Project Specific Scope:

The ENGINEER shall provide Design Phase Engineering Services for a project to provide remedial and preventative measures to correct and control erosion which is occurring adjacent to the north retaining wall for the access bridge abutment at the Lake Palestine Raw Water Pumping Station (LPRWPS). The proposed improvements include remediation of existing erosion, a retaining wall (expected to be a sheet piling or concrete structure) which would take into account the need to maintain the existing drain piping for the 54 inch diameter raw water line which exits the bank at the shoreline in the proposed construction zone, a shallow concrete flume to direct runoff over the proposed retaining wall as well as specifications and necessary details to fill in a void area under the top slab of the access bridge abutment and to seal a gap between the south wingwall and the adjacent abutment structure.

- 4) Additional Services of ENGINEER: The ENGINEER is hereby authorized to perform the following additional services:
 - a. Perform field surveys for design of the project components.
- 5) CITY's Responsibilities: The CITY's responsibilities shall be as described in SECTION 4 of the ENGINEERING CONTRACT.

- 6) **Engineering Fees:** The fees for the various services to be provided by the ENGINEER are as follows (subject to the conditions of the Agreement):

| <u>Description</u> | <u>Preliminary Design Phase</u> | <u>Final Design Phase</u> | <u>Total</u> |
|--|---------------------------------|---------------------------|---------------------|
| Basic Engineering Fee (Lump Sum) | \$ 5,000.00 | \$ 10,000.00 | \$ 15,000.00 |
| <u>Special Services</u> | | | |
| Design Surveying (Estimated Hourly Budget) | \$ 3,000.00 | | \$ 3,000.00 |
| <u>Outside Services</u> | | | |
| Geotechnical Investigation (Estimated Budget) | \$ 9,500.00 | | \$ 9,500.00 |
| <u>Reimbursables</u> | \$ 500.00 | \$ 500.00 | \$ 1,000.00 |
| Proposed Phase Totals: | \$ 18,000.00 | \$ 10,500.00 | |
| Total Proposed Engineering Fees | | | \$ 28,500.00 |
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Reimbursables

Reimbursable expenses, if any, incurred by the ENGINEER in the performance of this contract shall be paid by the CITY to the ENGINEER upon presentation of a detailed invoice for such reimbursable item.

Outside Services

Expenses incurred by the ENGINEER for arranging and monitoring Outside Services such as necessary sub-consultants, materials testing charges, etc. shall be paid by the CITY to the ENGINEER at the invoice price from the Outside Service provider plus a fifteen (15%) service charge by the ENGINEER upon presentation of a detailed invoice for such Outside Services provided.

- 7) **Method of payment for various project components:**

CITY shall pay ENGINEER for services rendered as provided for in SECTION 5 of said ENGINEERING CONTRACT unless modified herein and agree to by both parties to said contract. Work authorized by the City in excess of the original scope of this work order shall be paid for on an hourly basis in accordance with the ENGINEER'S current hourly fee schedule which is attached to this Work Order for reference.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order No. _____
to the ENGINEERING CONTRACT dated October 26, 2011, on this the _____ day of _____
2014.

CITY:

CITY OF TYLER, TEXAS

ENGINEER:

WISENBAKER, FIX, & ASSOCIATES

BY: _____

Susan Guthrie
Acting City Manager
City of Tyler, Texas
P.O. Box 2039
Tyler, Texas 75710

BY: _____

Joncie H. Young, P.E.
President
Wisembaker, Fix, & Associates
6781 Oak Hill Blvd.
Tyler, Texas 75703

11/24/14

ATTEST: _____

ATTEST: Sheila Rogers



WISEBAKER FIX & ASSOCIATES

2014 SCHEDULE OF HOURLY FEES - GENERAL *

| | |
|-------------------------------|---------------|
| Principal | \$185.00/hour |
| Senior Project Manager | \$160.00/hour |
| Electrical Engineer | \$160.00/hour |
| Environmental Planner | \$155.00/hour |
| Mechanical Engineer | \$140.00/hour |
| Senior Project Architect | \$140.00/hour |
| Project Manager | \$130.00/hour |
| Project Architect | \$120.00/hour |
| Project Engineer | \$110.00/hour |
| Design Engineer | \$90.00/hour |
| GIS Specialist | \$100.00/hour |
| GIS Analyst | \$125.00/hour |
| Engineering Technician | \$95.00/hour |
| Senior Design Technician | \$90.00/hour |
| Design Technician | \$70.00/hour |
| Safety Consultant | \$70.00/hour |
| Project Assistant | \$70.00/hour |
| CADD Technician | \$60.00/hour |
| Administrative Assistant | \$50.00/hour |
| Secretary | \$40.00/hour |
| Senior Project Representative | \$70.00/hour |
| Project Representative | \$65.00/hour |
| Four-Man Survey Crew | \$165.00/hour |
| Three-Man Survey Crew | \$140.00/hour |
| Two-Man Survey Crew | \$115.00/hour |
| Registered Surveyor | \$100.00/hour |
| Survey Technician | \$70.00/hour |
| Mileage | \$0.58/mile |
| ATV (4-Wheeler) | \$100.00/day |

WFA Fee Schedule (2014) Concluded

Per Diem (Survey Crew):
Meals: \$25.00/person/day
Lodging: At Cost

Reimbursable Expenses (Air Travel, Copies, Printing) Actual Cost

Outside Consultants Cost + 15%

***Subject to adjustments on an annual basis.**