



AGENDA CITY COUNCIL MEETING

March 19, 2026 | 6:30 PM

Council Chambers

City Hall | 665 Country Club Road, Lucas, TX

Notice is hereby given that a meeting of the Lucas City Council will be held on Thursday, March 19, 2026, beginning at 6:30 PM at Lucas City Hall, 665 Country Club Road, Lucas, Texas 75002-7651, at which time the following agenda will be discussed. As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting. Pursuant to Texas Government Code 551.127, one or more members of the governing body may appear via videoconference call. The presiding officer and a quorum of the City Council will be physically present at this meeting.

If you would like to watch the meeting live, you may go to the City's live streaming link at <https://www.lucastexas.us/163/Watch-Live-Meetings>.

How to Provide Input at a Meeting:

Speak In Person: Request to Speak forms will be available at the meeting. Please fill out the form and give to the City Secretary prior to the start of the meeting. This form will also allow a place for comments.

Submit Written Comments: If you are unable to attend a meeting and would like to submit written comments regarding a specific agenda item, email City Secretary Toshia Kimball at tkimball@lucastexas.us by no later than 3:30 pm the day of the meeting. The email must contain the person's name, address, phone number, and the agenda item(s) for which comments will be made. Any requests received after 3:30 pm will not be included at the meeting.

Call to Order

- Roll Call
- Determination of Quorum
- Reminder to turn off or silence cell phones
- Pledge of Allegiance

Citizen Input

1. Citizen Input.

Community Interest

Pursuant to Section 5510415 of the Texas Government Code, the City Council may report on the following items: 1) expression of thanks, congratulations or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders about upcoming City Council events; 5) information about community events; and 6) announcements involving imminent threat to public health and safety.

2. Items of Community Interest.

Consent Agenda

All items listed under the consent agenda are considered routine and are recommended to the City Council for a single vote approval. If discussion is desired, an item may be removed from the consent agenda for a separate vote.

3. Consent Agenda
 - A. Approval of the March 5, 2026 Meeting Minutes

Regular Agenda

4. Consider a resolution selecting an engineering firm to assist the city with the submittal of an application for funding and project implementation of a contract, if awarded, from the Texas Department of Agriculture (TDA) for the 2025/2026 Texas Community Block Grant Program – Community Development Fund (TxCDBG-CD) under application number CDV25-0157. **(John Whitsell, City Manager, Patrick Hubbard, CIP Manager)**
5. Consider authorizing the City Manager to enter into a revised interlocal agreement with Collin County regarding Aztec Trail. **(Jeremy Bogle, Public Works Director, Patrick Hubbard, CIP Manager)**
6. Consider authorizing the City Manager to enter into a contract with Texas Materials Group, Inc., for the rehabilitation of portions of Aztec Trail in an amount not to exceed \$457,166 from account 11-8209-301 Improvement Roads. **(Patrick Hubbard, CIP Manager, Jeremy Bogle, Public Works Director)**
7. Consider authorizing the City Manager to enter into a five-year TIPS Cooperative Purchasing Contract with Hydromax USA for the annual valve and hydrant maintenance of the City of Lucas water system. **(Jeremy Bogle, Public Works Director)**
8. Consider authorizing the City Manager to negotiate and enter into an agreement with MasterTurf Products and Service, Inc. to level and fill the infield at Kenneth R. Lewis Park to alleviate the issue of the field holding water after rain events, in an amount not to exceed \$35,375.00, using funds from Account 11-6211-417, Park Improvements. **(Jeremy Bogle, Public Works Director)**
9. Consider an update from the Lucas Fire Department. **(Interim Fire Chief Lasky)**

Executive Session

As authorized by Section 551.071 of the Texas Government Code, the City Council may convene into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney regarding any item on the agenda at any time during the meeting. This meeting is closed to the public as provided in the Texas Government Code.

10. The City Council will convene into executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. Fire Chief **(John Whitsell, City Manager)**

11. The City Council will convene into executive session pursuant to Section 551.072 of the Texas Government Code to deliberate on the purchase, exchange, lease, or value of real property. **(John Whitsell, City Manager)**
12. Reconvene from Executive Session and take any action necessary as a result of the Executive Session. **(City Council)**
13. Adjournment **(City Council)**

Certification

I do hereby certify that the above notice was posted in accordance with the Texas Open Meetings Act on the bulletin board at Lucas City Hall, 665 Country Club Road, Lucas, TX 75002, and on the City's website at www.lucastexas.us on or before 5:00 p.m. on March 13, 2026.

Toshia Kimball, City Secretary

In compliance with the American with Disabilities Act, the City of Lucas will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services should be directed to City Secretary Toshia Kimball at 972.912.1211 or by email at tkimball@lucastexas.us at least 48 hours prior to the meeting.



**City of Lucas
City Council Agenda Request
March 19, 2026**

Requester: Dusty Kuykendall, Mayor

Agenda Item Request:

Citizen Input.

Background Information:

NA

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



**City of Lucas
City Council Agenda Request
March 19, 2026**

Requester: Dusty Kuykendall, Mayor

Agenda Item Request:

Items of Community Interest.

Background Information:

NA

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



**City of Lucas
City Council Agenda Request
March 19, 2026**

Requester: Dusty Kuykendall, Mayor

Agenda Item Request:

Consent Agenda

- A. Approval of the March 5, 2026, City Council Meeting Minutes

Background Information:

NA

Attachments/Supporting Documentation:

- 1. 3-5-2026 City Council Meeting Minutes

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



City Councilmembers Present:

Mayor Dusty Kuykendall
Mayor Pro Tem Debbie Fisher
Councilmember Chris Bierman
Councilmember Phil Lawrence
Councilmember Neil Peterson
Councilmember Brian Stubblefield
Councilmember Tim Johnson

City Staff Present:

City Manager John Whitsell
City Secretary Toshia Kimball
Development Services Director Joe Hilbourn
Finance Director Liz Exum
Public Safety Director Doug Kowalski
Public Works Director Jeremy Bogle
Deputy Jeremy Altemus

Mayor Kuykendall called the meeting to order at 6:30 p.m., determined that a quorum was present, and the Pledge of Allegiance was recited.

Citizen Input

1. Citizen Input

Tracey Ayre, 2300 McGarity Lane, Lucas, Texas, 75002. Requested to add parks in the upcoming future developments.

Curtis Helton, 2300 McGarity Lane, Lucas, Texas, 75002. Requesting adequate retention ponds in the upcoming new developments. Stated that the upcoming police department is underbudgeted and disappointed this wasn't a public agenda.

Community Interest

2. Items of Community Interest:

Mayor Kuykendall presented the items of Community Interest.

- May 2, 2026 General Elections – City Council Seats 1 and 2 are on the ballot. The General Election will be held in the Lucas Community Center. Early voting begins April 20th.
- Town Hall Meeting – April 7th at 6:30 p.m. at the Lovejoy High School Auditorium to discuss the plans for the future Lucas Police Department and introduction of the new Director of Public Safety.
- City Hall Closure – Tuesday, April 7, 2026, City Hall will be closed to the public due to a computer system upgrade. No payments can be taken on that day.
- Upcoming Community Events
 - Keep Lucas Beautiful Spring Cleanup – March 28, 2026, 9 am – 1 pm
 - Founder's Day – April 11, 2026, 11 am – 4 pm
 - Art in Public Places – TBD – April
 - The Lucas Car Show – May 16, 2026, 8 am -12 pm at Lovejoy High School



MINUTES
CITY COUNCIL REGULAR MEETING

March 5, 2026 | 6:30 PM

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Consent Agenda

3. Consent Agenda:

- A. Approval of the February 19, 2026, Meeting minutes.**
- B. Approval of the City of Lucas Quarterly Investment Report ended December 31, 2025.**

MOTION: A motion was made by Councilmember Johnson, seconded by Councilmember Lawrence, to approve the amended Consent Agenda as presented. The motion passed unanimously by a 7 to 0 vote.

Public Hearing

- 4. Conduct a public hearing to consider a request by Weilian & Carmen Lin, property owners at 10 Horseman Drive, Horsemans Estates (CLU), Block 2, Lot 5, Lucas, Texas 75002 for a Specific Use Permit (SUP) to allow a one-room farmhouse as a private school totaling fifteen hundred (1,500) square feet in size.**

Public hearing agenda item #4 was pulled by the applicant.

MOTION: A motion was made by Councilmember Peterson, seconded by Councilmember Johnson, to approve removing the request by Weilian & Carmen Lin, property owners at 10 Horseman Drive, Horsemans Estates (CLU), Block 2, Lot 5, Lucas, Texas 75002 for a Specific Use Permit (SUP) to allow a one-room farmhouse as a private school totaling fifteen hundred (1,500) square feet in size. The motion passed unanimously by a 7 to 0 vote.

- 5. Conduct a public hearing to approve Ordinance #2026-03-01040, a request submitted by Hayden Moses with Liberty Bankers Life Insurance Company on behalf of Jeff Bednar to rezone a parcel of land from Agricultural and Open Space (AO) to R-1 (Single-family residential 1-acre lots), being approximately 9.46 acres of land at 1100 W. Forest Grove Road and 1020 W. Forest Grove Road, Lucas, Texas 75002. Mayor Pro Tem Fisher opened the public hearing at 6:43 pm.**

Development Services Joe Hilbourn presented.

Mayor Kuykendall opened the public hearing at 6:46 pm.

Dave Wilcox, Liberty Bankers Life Insurance Company, 1605 LBJ Freeway Ste. 600, Dallas, Texas. Applicant.

Mayor Kuykendall closed the public hearing at 6:46 pm.



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Mayor Kuykendall read the below email into the record:

Deborah Jacobs, 1415 Ford Lane, Lucas, Texas, 75002. In opposition.

MOTION: A motion was made by Councilmember Bierman, seconded by Mayor Kuykendall, to approve Ordinance #2026-03-01040, the request submitted by Hayden Moses with Liberty Bankers Life Insurance Company on behalf of Jeff Bednar to rezone a parcel of land from Agricultural and Open Space (AO) to R-1 (Single-family residential 1-acre lots), being approximately 9.46 acres of land at 1100 W. Forest Grove Road and 1020 W. Forest Grove Road, Lucas, Texas 75002. The motion passed unanimously by a 7 to 0 vote.

Regular Agenda

- 6. Consider the acceptance and approval of the City of Lucas Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024-2025 presented by Mike Brooks from BrooksWatson & Co., PLLC, (BW&C).**

Mike Brooks from Brooks Watson & Co., PLLC presented.

MOTION: A motion was made by Mayor Pro Tem Fisher, seconded by Councilmember Johnson, to approve the City of Lucas Annual Comprehensive Financial Report (ACFR) for Fiscal Year 2024-2025. The motion passed unanimously by a 7 to 0 vote.

- 7. Consider approval of a budget amendment transferring funds from unrestricted reserves in the amount of \$36,172.20 to account Number 11-8999-200 building improvements for renovations to the City Hall front entry, Utilities/Court Clerk's Office expansion, and associated security enhancements.**

Development Services Joe Hilbourn presented.

MOTION: A motion was made by Mayor Pro Tem Fisher, seconded by Councilmember Johnson, to approve the request of a budget amendment transferring funds from unrestricted reserves in the amount of \$36,172.20 to account Number 11-8999-200, building improvements for renovations to the City Hall front entry, Utilities/Court Clerk's Office expansion, and associated security enhancements. The motion passed unanimously by a 7 to 0 vote.

- 8. Consider and hear an update from the Lucas Fire Department.**

Agenda item #8 was pulled and will be placed on the March 19, 2026, City Council agenda.



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Mayor Kuykendall moved agenda item #16 to follow agenda item #8.

16. Consider and hear discussion on the formation of the Lucas Police Department.

Mayor Kuykendall read emails into the record:

Tyler Simpson, 455 Blondy Jhune Trail, Lucas, Texas, 75002. In support.

Brenda Rizos, 1200 Winningkoff, Lucas, Texas, 75002. Requested clarity.

Jennifer Kapp, 1400 Blue Moon Drive, Lucas, Texas, 75002. In opposition.

Request to Speak:

Stephanie Schertz, 1111 Snider Lane, Lucas, Texas, 75002. In opposition.

Tracey Ayre, 2300 McGarity Lane, Lucas, Texas, 75002. Discussed police budget concerns. Requested clarity.

Regina Embry, 380 E Lucas Road, Lucas, Texas, 75002. Requesting transparency.

9. Consider calling a special City Council meeting for the purpose of canvassing the May 2, 2026, election results.

City Manager John Whitsell presented.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Johnson, to approve calling a special City Council meeting for Tuesday, May 12, 2026, at 9:00 a.m. for the purpose of canvassing the May 2, 2026, election results. The motion passed unanimously by a 7 to 0 vote.

10. Consider approving a request by OW Homes for a preliminary plat, site plan, elevation plan, landscape plan, and irrigation plan for Owens Retail Addition, an addition to the City of Lucas being all of a 5.865-acre tract of land located in the William Snyder Survey, Abstract 621, otherwise known as the southwest corner of McGarity Lane and Allison Lane.

Development Services Director Joe Hilbourn presented.

MOTION: A motion was made by Mayor Kuykendall, seconded by Councilmember Bierman, to approve a request by OW Homes for a preliminary plat, site plan, elevation plan, landscape plan, and irrigation plan for Owens Retail Addition, an addition to the City of Lucas being all of a 5.865-acre



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tract of land located in the William Snyder Survey, Abstract 621, otherwise known as the southwest corner of McGarity Lane and Allison Lane. The motion passed unanimously by a 7 to 0 vote.

11. **Discuss a proposed concept plan submitted by Lexi Cassels with Toll Brothers homes, and the Paxton Family Trust. The proposed Concept plan considers 110 acres of residential creating 89 residential lots, the proposed concept plan also considers 36 acres of commercial encompassing the hard corner of Angle Parkway and Estates, and the frontage along Angle Parkway to McGarity Lane. The tract is 155 +/- acres of land, concept plan states 152 +/- acres of land after dedication. This tract is located at the southeast corner of Angle Parkway and Estates Parkway.**

Development Services Director Joe Hilbourn presented.

Brian Glaser, Glaser Retail Partners, presented.

Mike Boswell, Toll Brothers, 2555 Grapevine Parkway, Grapevine, Texas, 76051 presented.

Email: Tyler Simpson, 455 Blondy Jhune Trail, Lucas, Texas, 75002. In opposition.

Curtis Helton, 2300 McGarity Lane, Lucas, Texas, 75002. Voiced drainage concerns.

Joe Champion, 2190 McGarity Lane, Lucas, Texas, 75002. In opposition.

Chris Duhon, 707 Maplewood Lane, Lucas, Texas, 75002. In support.

Greg Jacobs, 1415 Ford Lane, Lucas, Texas, 75002. Suggested that a traffic study be completed for the traffic light.

Julie Judd, 445 Pennington, Lucas, Texas, 75002. Requested the timeline for the new development and to repair McGarity Lane.

Aniruddha Sant, 2115 Claremont Drive, Lucas, Texas, 75002. In support.

There is no motion required on this item.

12. **Consider authorizing the City Manager to enter into a Potable Water Supply Contract with North Texas Municipal Water District (NTMWD).**

CIP Manager Patrick Hubbard presented.



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MOTION: A motion was made by Mayor Kuykendall, seconded by Mayor Pro Tem Fisher, to approve authorizing the City Manager to enter into a Potable Water Supply Contract with the North Texas Municipal Water District (NTMWD). The motion passed unanimously by a 7 to 0 vote.

- 13. Discuss upcoming grant opportunities following from the Water Supply and Implementation Grants Implementation Plan administered by the Texas Water Development Board (TWDB) and provide direction to the City Manager.**

CIP Manager Patrick Hubbard presented.

No motion is required on this item.

- 14. Receive a presentation on the state of design efforts for the East Winningkoff Trail and provide direction to the City Manager.**

Development Services Director Joe Hilbourn presented.

No motion is required on this item.

- 15. Consider a budget amendment to transfer \$57,200 from Account No. 11-1001-80 (Restricted Cash – Five Oaks) and \$261,480 from Account No. 11-1009 (Restricted Cash – Impact Fees) to Account No. 11-8209-301 (Roadway Improvements) for the reconstruction of Orr Road with a 2-inch overlay. Alternatively, consider a budget amendment to transfer \$57,200 from Account No. 11-1001-80 (Restricted Cash – Five Oaks) and \$442,694 from Account No. 11-1009 (Restricted Cash – Impact Fees) to Account No. 11-8209-301 (Roadway Improvements) for the reconstruction of Orr Road with a 4-inch overlay and contract awarded to Texas Materials Group, Inc. based on its submitted bid.**

Development Services Director Joe Hilbourn presented.

MOTION: A motion was made by Councilmember Peterson, seconded by Mayor Kuykendall, to approve a budget amendment to consider a budget amendment to transfer \$57,200 from Account No. 11-1001-80 (Restricted Cash – Five Oaks) and \$442,694 from Account No. 11-1009 (Restricted Cash – Impact Fees) to Account No. 11-8209-301 (Roadway Improvements) for the reconstruction of Orr Road with a 4-inch overlay and contract awarded to Texas Materials Group, Inc. based on its submitted bid. The motion passed unanimously by a 7 to 0 vote.

Executive Session Agenda

- 16. Executive Session:**



MINUTES

CITY COUNCIL REGULAR MEETING

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An Executive Session was not held at this meeting.

- 17. Reconvene from Executive Session and take any action necessary as a result of the Executive Session.**

No action was taken from Executive Session.

Adjournment

- 18. Adjournment.**

MOTION: A motion was made by Councilmember Johnson, seconded by Mayor Kuykendall to adjourn the meeting at 10:19 p.m. The motion passed unanimously by a 7 to 0 vote.

APPROVED:

ATTEST:

Dusty Kuykendall, Mayor

Toshia Kimball, City Secretary



**City of Lucas
City Council Agenda Request
March 19, 2026**

Requester: John Whitsell, City Manager
Patrick Hubbard, CIP Manager

Agenda Item Request:

Consider a resolution selecting an engineering firm to assist the city with the submittal of an application for funding and project implementation of a contract, if awarded, from the Texas Department of Agriculture (TDA) for the 2025/2026 Texas Community Block Grant Program – Community Development Fund (TxCDBG-CD) under application number CDV25-0157.

Background Information:

As a condition of the TxCDBG-CD program, the city was required to complete a formal procurement process for the selection of an engineering firm for assistance in the submittal of the application and the design of the proposed CDBG project. The City of Lucas has submitted to this program for assistance with replacing water lines in the Trinity Park area and has selected Schaumburg & Polk, Inc. to provide the services as outlined in the attached resolution. This is not an award for design and is a resolution expressing the intent to award that design to the selected firm, as outlined in the procedure for the TxCDBG-CD program.

Attachments/Supporting Documentation:

1. 2025-2026 TxCDBG - Resolution for Engineering Services

Budget/Financial Impact:

This item is a resolution only and precedes design contract approval. Engineering proposals are reviewed based on qualifications with design fees discussed after vendor selection, by State law.

Recommendation:

Staff recommends approval of the resolution.

Motion:

I make a motion to adopt Resolution Number R-2026-03-05579 selecting an engineering firm to assist the city with the submittal of an application for funding and project implementation of a contract, if awarded, from the Texas Department of Agriculture (TDA) for the 2025/2026 Texas Community Block Grant Program – Community Development Fund (TxCDBG-CD) under application number CDV25-0157.

RESOLUTION R-2026-03-05579

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, SELECTING AN ENGINEERING FIRM TO ASSIST THE CITY WITH THE SUBMITTAL OF AN APPLICATION FOR FUNDING AND PROJECT IMPLEMENTATION OF A CONTRACT, IF AWARDED, FROM THE TEXAS DEPARTMENT OF AGRICULTURE (TDA) FOR THE 2025/2026 TEXAS COMMUNITY BLOCK GRANT PROGRAM – COMMUNITY DEVELOPMENT FUND (TxCDBG-CD) UNDER APPLICATION NUMBER CDV25-0157.

WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, the City of Lucas desires assistance in application preparation and, if awarded, the subsequent project implementation of the funding from the Texas Department of Agriculture (TDA) 2025/2026 Texas Community Development Block Grant – Community Development Fund (TxCDBG-CD) under application number CDV25-0157; and,

WHEREAS, the City of Lucas has sought proposals from engineering firms for Application Preparation and Project Implementation; and,

WHEREAS, the City of Lucas performed these solicitations in compliance with guidance for subrecipients under 2 CFR Part 200; and,

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, AS FOLLOWS:

SECTION 1. The City Council has reviewed and hereby formally selects the firm of:

Schaumburg & Polk, Inc. as the engineering service provider for application preparation, project implementation and project-related engineering services, if awarded, for funding from the Texas Department of Agriculture (TDA) 2025/2026 Texas Community Development Block Grant – Community Development Fund (TxCDBG-CD) under application number CDV25-0157.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LUCAS, TEXAS, on this 19th day of March 2026.

Dusty Kuykendall, Mayor

ATTEST:

Toshia Kimball, City Secretary



**City of Lucas
City Council Agenda Request
March 19, 2026**

Requester: Jeremy Bogle, Public Works Director
 Patrick Hubbard, CIP Manager

Agenda Item Request:

Consider authorizing the City Manager to enter into a revised interlocal agreement with Collin County regarding Aztec Trail.

Background Information:

The City of Lucas has entered into an interlocal agreement with Collin County pertaining to the maintenance of Aztec Lane. In our discussion with Collin County regarding this agreement agreement, the city and county ascertained that the best course of action for the construction of improvements to this road is for the city to manage the construction and the county to reimburse the city. This reverses the roles from the original interlocal agreement.

The quoted price from TexasBit is \$457,166 for adding substantial fill to road area, compacting and cement stabilizing the subgrade and placing four inches of asphalt. This is \$41,688 less expensive than Collin County’s proposal for replacing the subgrade and placing a 2-course chip seal. The City of Lucas and Collin County will share 50% of the project costs for 3,360 feet of the project area. The remaining project area will not be reimbursed by the county.

Attachments/Supporting Documentation:

1. Revised ILA

Budget/Financial Impact:

The City of Lucas and Collin County will share 50% of the project costs for 3,360 feet of the project area. The final amounts will be determined based on actual cost following construction.

Recommendation:

Staff recommends approval as presented.

Motion:

I make a motion to approve/deny authorizing the City Manager to enter into a revised interlocal agreement with Collin County regarding Aztec Trail.

**AMENDED INTERLOCAL AGREEMENT BETWEEN
CITY OF LUCAS, TEXAS AND COLLIN COUNTY, TEXAS**

This AMENDED INTERLOCAL AGREEMENT ("Agreement") by and between CITY OF LUCAS, TEXAS, a political subdivision of the State of Texas ("City of Lucas"), and COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas ("Collin County"), is entered effective as of the date signed by both parties. ("Effective Date")

A. CONTRACTUAL RECITALS AND STATEMENT OF PURPOSE

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code authorizes units of local government to contract with one or more units of local government to perform government functions and services; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, Chapter 791 of the Texas Government Code, for the performance of governmental functions and services; specifically, the repair, improvement, and maintenance of approximately 3,360 feet of East/West Aztec Trail, and for such other and further acts of cooperation as the parties may subsequently agree to by the execution of a separate and specific agreement ratified by the governing bodies of each contracting party, specifically the City Council of the City of Lucas and the Commissioners Court of Collin County; and

WHEREAS, City of Lucas provides these services to the citizens of Collin County, and has the capacity to service the needs of the City of Lucas; and

WHEREAS, City of Lucas and Collin County have investigated and determined that it would be advantageous and beneficial to both Collin County and the City of Lucas and its inhabitants for Collin County and City of Lucas to jointly repair, improve, and maintain approximately 3,360 feet of East/West Aztec Trail (the "Property"); and

WHEREAS, Collin County wishes to engage City of Lucas to repair and improve the East/West section of Aztec Trail and Collin County desires to engage City of Lucas to provide such services together with the labor and materials necessary to accomplish a public purpose beneficial to City of Lucas and to the people of Collin County, Texas, including but not limited to the benefit of fostering public safety; and

WHEREAS, Collin County will accept maintenance of the East/West section of Aztec Trail after such repairs and improvements have been completed by City of Lucas; and

WHEREAS, the governing bodies of City of Lucas and Collin County desire to foster goodwill and cooperation between the two entities; and

WHEREAS, City of Lucas and Collin County deem it to be in the best interest of both entities to enter into this Agreement relative to the repair, improvement, and maintenance of East/West Aztec Trail and for such other and additional services as the parties may subsequently agree to by the execution of separate and specific agreements; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, City of Lucas and Collin County agree as follows:

B. DEFINITIONS

"Property" means approximately 3,360 feet of East/West Aztec Trail located in City of Lucas, Texas, and which is the subject of this Agreement.

"Services" means the routine and preventative maintenance, repairs to pavement, shoulders, and drainage structures, necessary reconstruction or resurfacing, and traffic control and safety measures during construction of the Property that City of Lucas will perform utilizing their contractor.

C. SERVICES TO BE PERFORMED

Collin County agrees to engage City of Lucas to repair and improve approximately 3,360 feet of East/West Aztec Trail located in City of Lucas, Texas, together with all incidental acts, procedures, and methods necessary to accomplish the ends of such project.

D. COVENANTS

1. This Agreement is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and other applicable laws of the State of Texas.

2. The purpose of this Agreement is to establish the terms under which the Parties will jointly repair, improve, and maintain a certain road located within or adjacent to the corporate limits or extraterritorial jurisdiction of the City of Lucas, identified as East/West Aztec Trail and further defined herein as the Property.

3. The City of Lucas shall be responsible for performing or contracting for the following services related to the Property:

- Repairs to pavement, shoulders, and drainage structures
- Necessary reconstruction or resurfacing
- Traffic control and safety measures during construction

All work shall be performed in accordance with applicable engineering standards and laws.

4. The Parties agree to share all eligible costs associated with the repair and maintenance of the Property on a fifty percent (50%) Collin County/fifty percent (50%) City of Lucas basis.

5. Eligible costs include, but are not limited to: labor, materials, equipment, engineering and inspection services, and contracted construction costs.

6. City of Lucas shall invoice Collin County for its fifty percent (50%) share of the cost for that project. Collin County shall remit payment within 30 days of receipt of an invoice.

7. The parties intend that Collin County and City of Lucas shall mutually determine which Services are necessary for the repair and improvement of the Property and City of Lucas shall determine the date to commence Services.

8. The parties intend that City of Lucas in performing such services shall act as an

independent contractor and shall have control of the work and the manner in which it is performed. City of Lucas shall not be considered an agent, employee, or borrowed servant of Collin County.

9. Collin County acknowledges and understands that City of Lucas makes no warranties, either expressed or implied, as to the safety of the Property before, during, or after City of Lucas performs the Services. This Agreement provides and imparts sufficient warning that dangerous conditions, risks and hazards may exist on the Property before, during, or after City of Lucas performs the Services. City of Lucas' or other persons' presence and activities on the premises during the performance of Services may expose both City of Lucas and City of Lucas' property, as well as the other persons and their property, to dangerous conditions, risks and hazards. City of Lucas acknowledges, accepts and assumes all such dangerous, risky and hazardous conditions.

10. City of Lucas realizes and acknowledges that there are both natural and man-made risks and hazards associated with being on the Property and with utilizing the Property before, during, or after City of Lucas performs the Services. City of Lucas agrees and understands that Collin County assumes no liability for any party's safety when they are exposed to hazardous conditions, whether natural or man-made on Property.

11. The parties shall provide written approval for the Project in a separate document from this Agreement (the "Resolution") that describes the Project's type and location, in accordance with Texas Government Code §791.014.

E. CONDITIONS

If additional payment becomes required for the Services provided by City of Lucas, if Collin County is in agreement, then Collin County shall pay for these Services from the current revenues available to Collin County as required by Texas Government Code §791.011.

F. SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

G. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement between the parties and may only be modified in writing executed by both parties.

H. AMENDMENTS, SUPPLEMENTS, ETC.

This Agreement may be amended, modified, and/or supplemented only by a written agreement signed by both parties.

I. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

J. VENUE

VENUE. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue for any disputes arising under this Agreement shall lie in Collin County, Texas.

K. INDEMNIFICATION

INDEMNIFICATION. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgements and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this Agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this Agreement. Nothing contained herein shall be deemed a waiver of any governmental immunity defenses available under State or Federal law for the Parties.

L. EXPENSES FOR ENFORCEMENT

In the event either party hereto is required to employ an attorney to enforce the provisions of this agreement or required to commence legal proceedings to enforce the provisions hereof, the prevailing party shall be entitled to recover from the other, reasonable attorney's fees and court costs incurred in connection with such enforcement including collection.

M. FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot or other civil unrest; actions, embargoes or blockades in effect on or after the date of this Agreement; or national or regional emergency (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

N. TERM

A party may terminate this Agreement by giving ninety (90) days' written notice to the other party.

O. EXECUTION AND EFFECTIVE DATE

The undersigned officer and/or agents of the parties hereto are the properly authorized officials of the party presented and have the necessary authority to execute this Agreement on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and approved and are now in full force and effect.

EXECUTED by the parties hereto, each respective entity acting by and through its duly authorized official as required by law, on the date specified on the multiple counterpart executed by such entity.

COLLIN COUNTY, TEXAS

Date: _____ By: _____
Collin County Judge

CITY OF LUCAS, TEXAS

Date: _____ By: _____
City of Lucas, Mayor



**City of Lucas
City Council Agenda Request
March 19, 2026**

Requester: Patrick Hubbard, CIP Manager
Jeremy Bogle, Public Works Director

Agenda Item Request:

Consider authorizing the City Manager to enter into a contract with Texas Materials Group, Inc., for the rehabilitation of portions of Aztec Trail in an amount not to exceed \$457,166 from account 11-8209-301 Improvement Roads.

Background Information:

The City of Lucas has entered into an interlocal agreement with Collin County pertaining to the maintenance of Aztec Lane. In our discussion with Collin County regarding this agreement, the city and county ascertained that the best course of action for the construction of improvements to this road is for the city to manage the construction and the county to reimburse the city. This reverses the roles from the original interlocal agreement.

This item is a companion to the item seeking to revise said interlocal agreement. It authorizes Lucas to fund construction in the full amount of the contract. We will submit to Collin County for reimbursement upon completion. The quoted price from TexasBit is \$457,166 for adding substantial fill to road area, compacting and cement stabilizing the subgrade and placing four inches of asphalt. This is \$41,688 less expensive than Collin County's proposal for replacing the subgrade and placing a 2-course chip seal.

Attachments/Supporting Documentation:

1. TexasBit - Aztec Proposal and Contract

Budget/Financial Impact:

The City of Lucas will receive a reimbursement from Collin County equal to 50% of the project cost excluding the first 350-feet from the intersection of the road with Southview Drive.

Recommendation:

Staff recommends approval as presented.

Motion:

I make a motion to approve/deny authorizing the City Manager to enter into a contract with

Texas Materials Group, Inc., for the rehabilitation of portions of Aztec Trail in an amount not to exceed \$457,166 from account 11-8209-301 Improvement Roads.



A CRH COMPANY

PROPOSAL AND CONTRACT

(Dallas and Ellis County Interlocal Agreements)

To: City of Lucas- Aztec Trail Rd.

Effective Date: *February 25, 2026*

Texas Materials Group, Inc., offers to furnish all material, labor and equipment required for the performance of the following described work subject to the terms and conditions of the Dallas County Interlocal IFB-2022-046-6961 and Ellis County RFB NO 2024-010.

Description of Work and Price: Pulverize existing roadway, incorporate approximately 24 lbs/SY cement, and recompact and grade cement stabilized subgrade. Place hot mix asphalt pavement at approximately 230 lbs/SY equivalent 2 inch of Ty D mix, Followed by an additional 230 lbs/SY equivalent 2 inch of Ty B mix. We are adding Flex base (Crushed Concrete Material) on Aztec Trail Road to improve subgrade support prior to paving -9 loads.

<u>Location</u>	<u>Limits</u>	<u>Description</u>	<u>Units</u>	<u>Unit Price</u>	<u>Approx. Total</u>
	See Attached Sheet	Mobilization	1	\$2,000.00	\$2,000.00
	See Attached Sheet	8" Stabilization	10,375	\$9.88	\$102,505.00
Aztec Trail Rd.	See Attached Sheet	TY-D Asphalt 2"	1,098	\$160.94	\$176,659.81
	See Attached Sheet	TY-B Asphalt 2"	1,098	\$146.97	\$161,325.29
	See Attached Sheet	Flexbase	2,267	\$5.15	\$11,675.05
	See Attached Sheet	Traffic Control	2	\$1,500.00	\$3,000.00
					\$457,165.16

*"See Attached Sheet"

Note: Flexbase will be paid by the SY. The estimated quantity for the Aztec street is 120 tons, equivalent to approximately 2267 SY. The scope of work also includes 2 days of traffic control.

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the state unit prices for actual quantities of work performed by TexasBit.

This estimate expires thirty (30) days from the above date.

TEXAS MATERIALS, INC.

ACCEPTED: *City of Lucas- Aztec Trail Rd.*

William "Luke" Warner

Account Manager

214-926-9072

William.Warner@Texasmaterials.com

Date: _____

Date
2/25/2026

TEXAS MATERIAL ESTIMATE ONLY
City of Lucas- Aztec Trail Rd.

FOB Price Varies
Haul charge rate \$ 1.06
Zone 38
Plant Luna

Total Estimated Tons: 1098

Revised
February 25, 2026

		9545	10375	1098											\$ -	\$ 176,659.81	\$ 102,505.00	\$ 3,000.00	\$ 2,000.00	
Location/Street	Limits	Length	Width	Days Traffic Control	S/Y	Stabilization SY	Depth's/y	Tons	Ty-Mix	Mileage From Plant	Base Material Per SY	FOB Price	Mileage Charge	Total Charge Per Ton (HMAC) (Dallas County Interlocal Pricing)	Total Charge Per SY Stabilization (Collin County Interlocal Pricing)	Total Flex Base Cost Per SY After Adjustment	Total HMAC Cost	Stabilization Total Cost	Total Traffic Control	Total Mobilization
Rd 303 (Aztec Rd)	Southvew Dr- Aztec Trail	3735	23	2	9545	10375	230	1098	TY-D	38		\$124.90	\$ 36.04	\$160.94	\$ 9.88		\$ 176,659.81	\$ 102,505.00	\$ 3,000.00	\$ 2,000.00
							230	1098	TY-B	38		\$110.93	\$ 36.04	\$146.97			\$ 161,373.06	\$ -		
FLEXBASE (9 Loads Tandem)	Rd 303(Aztec Trail)	850	24		2267			125			\$ 5.15					\$ 11,675.05				



City of Lucas City Council Agenda Request March 19, 2026

Requester: Jeremy Bogle, Public Works Director

Agenda Item Request:

Consider authorizing the City Manager to enter into a five-year TIPS Cooperative Purchasing Contract with Hydromax USA for the annual valve and hydrant maintenance of the City of Lucas water system.

Background Information:

The City will utilize **TIPS Cooperative Purchasing Contract #240501** to contract with **Hydromax USA, LLC** for annual fire hydrant and valve maintenance services. These services are necessary to maintain compliance with **Texas Commission on Environmental Quality (TCEQ)** requirements, which mandate that all valves and hydrants be exercised and maintained at least once per year.

Due to the City's limited staff and operational resources, performing this level of systemwide maintenance in-house is not feasible. Hydromax USA provides the specialized equipment, personnel, and expertise required to maintain the City's water distribution infrastructure, which currently includes approximately **1,851 valves and 951 fire hydrants**.

As part of their annual maintenance program, Hydromax USA exercises valves and hydrants, records pressure readings, identifies operational issues, and updates **GPS coordinates** for all system assets. This information assists the City in maintaining accurate and up-to-date records within the **Geographic Information System (GIS)** and supports the overall reliability and efficiency of the water distribution system.

The proposed agreement is a **five-year contract** utilizing the TIPS cooperative purchasing program with the following annual pricing:

Year 1 – \$135,223.06
Year 2 – \$139,279.75
Year 3 – \$143,458.14
Year 4 – \$147,761.89
Year 5 – \$152,194.75

The City also proposes including a **5% annual contingency** to account for potential additional valves or hydrants added to the system each year, as well as to provide funding for unexpected

repairs should hydrants be damaged during the year.

Year	Original Amount	+5% Contingency	Total
Year 1	\$135,223.06	\$6,761.15	\$141,984.21
Year 2	\$139,279.75	\$6,963.99	\$146,243.74
Year 3	\$143,458.14	\$7,172.91	\$150,631.05
Year 4	\$147,761.89	\$7,388.09	\$155,149.98
Year 5	\$152,194.75	\$7,609.74	\$159,804.49

Approval of this contract will allow Hydromax USA to continue providing these essential services and ensure the City remains compliant with TCEQ requirements while maintaining the reliability and integrity of the City’s water infrastructure.

Attachments/Supporting Documentation:

- 1. HYDROMAX TIPS Proposal for Lucas TX - - 5 YR (002)

Budget/Financial Impact:

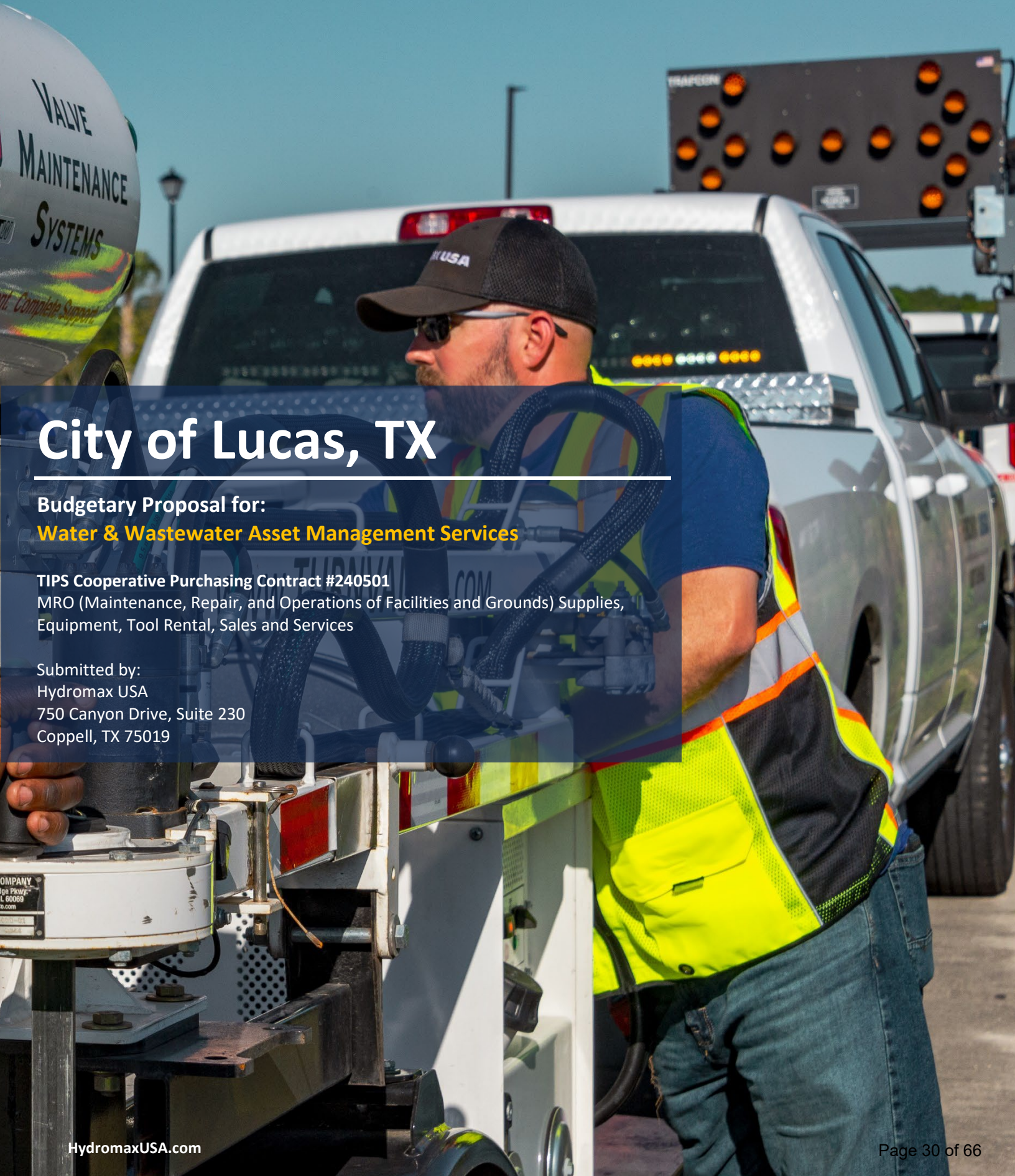
Year	Original Amount	+5% Contingency	Total
Year 1	\$135,223.06	\$6,761.15	\$141,984.21
Year 2	\$139,279.75	\$6,963.99	\$146,243.74
Year 3	\$143,458.14	\$7,172.91	\$150,631.05
Year 4	\$147,761.89	\$7,388.09	\$155,149.98
Year 5	\$152,194.75	\$7,609.74	\$159,804.49

Recommendation:

Staff recommends approval as presented.

Motion:

I make a motion to approve/deny authorizing the City Manager to enter into a 5 year TIPS Cooperative Purchasing Contract with Hydromax USA for the annual valve and hydrant maintenance.



City of Lucas, TX

Budgetary Proposal for:
Water & Wastewater Asset Management Services

TIPS Cooperative Purchasing Contract #240501
MRO (Maintenance, Repair, and Operations of Facilities and Grounds) Supplies,
Equipment, Tool Rental, Sales and Services

Submitted by:
Hydromax USA
750 Canyon Drive, Suite 230
Coppell, TX 75019

January 5, 2026

Jeremy Bogle
Public Works Director
City of Lucas
665 Country Club Road
Lucas, TX 75002



RE: TIPS Contract 240501

Dear Jeremy,

On behalf of Hydromax USA, I am pleased to submit this budgetary proposal for asset management services using **TIPS Contract 240501 MRO Supplies, Equipment, Tool Rental, Sales and Services**. Given the excellent qualifications of our team and personnel, extensive experience and expertise with similar maintenance services programs, and strong regional presence, Hydromax USA is uniquely qualified and well-positioned to help Lucas develop and implement this program.

Established in 2003, Hydromax USA's team of world-class professionals and innovative solutions enable water and wastewater utilities to accelerate operational excellence, promote the continuity of critical infrastructure, protect the communities they serve, and invest funding where it matters most. HUSA has additional capabilities in the areas of non-intrusive/non-destructive pipeline condition assessment, leak detection, sanitary sewer evaluation surveys and multi-sensor inspections to give Lucas a full and accurate picture of its buried infrastructure. Simply put, we help communities thrive!

Our crews have assessed more than 1.6 million valves, tested, and maintained over 500,000 fire hydrants, and collected 95 million data points working for water and wastewater utility clients like Austin Water, Garland, Houston, Metro Water Nashville, Plano, San Antonio Water, and Waco. Based on a robust record of performance, our clients recognize that Hydromax USA has an exceptional ability to meet their needs for advanced data collection, and they select us again and again.

As an ESRI Silver Partner, we have 70+ full-time GIS professionals in our data center that specialize in client information management, condition assessment program analytics, and customer reporting. Our proven processes and best practices in the areas of progress reporting, risk management and quality assurance help us to plan for and deliver projects on time and within budget.

Should you have any questions regarding the enclosed proposal, please do not hesitate to contact me directly at (812) 708-0886 or david.hamberlin@hydromaxusa.com. Thank you again for your time and consideration.

Respectfully,

A handwritten signature in blue ink, appearing to read "D. Hamberlin".

David Hamberlin
Business Development Manager Water & Wastewater Solutions

1.0 ADMINISTRATION & TRAVEL

1.0.A Crew Travel / Mobilization

Hydromax USA will charge the Owner for crew travel and mobilization to the project site using a single line item for each crew member per 8-hour travel day.

1.0.B Lodging and Per Diem

For non-local projects, Hydromax USA will charge the Owner for crew lodging and per diem using a single line item for each crew member per project workday.

2.0 VALVE ASSESSMENT, MAINTENANCE & INFORMATION MANAGEMENT

2.0.A-Q Valve Operation and Evaluation (Under 4 inches to over 60 inches, including Blow-Off Valves)

Hydromax USA will perform the following services for valves of various sizes in accordance with AWWA Manual M44: Distribution Valves: Selection, Installation, Field Testing, And Maintenance.

- Locate the valve
- Identify the valve
- GPS the valve location (sub-foot)
- Clean out valve box/vault
- Visually inspect the valve to discover discrepancies that are readily visible from above ground
- Exercise the valve
- All 4" and smaller valves will be exercised manually (one person on a hand key).
- 6" to 10" valves will be exercised manually or with an electric or hydraulic valve exerciser with torque control and automated turn counter.
- Valves equal to or larger than 12" will be exercised with a hydraulic operated, microprocessor- and torque-controlled valve exerciser capable of 1,500 ft-lbs of torque.
- Data will be collected utilizing a handheld GPS device capable of providing consistent sub-foot point coordinates.
- Service provider will immediately notify Owner of any valves found closed or broken, or if any unsafe conditions are observed.
- Service provider will provide detailed, written valve exercising processes that will be used by its operating crews that will include torque limits for every valve type and size anticipated in the scope of this program.
- If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by Owner (with input from the service provider until the valve turns or the operation is suspended again at a higher torque).
- The bypass valve will be exercised first (if present). If the bypass valve does not operate, the main valve will be exercised to a $\frac{3}{4}$ shut position to insure it does not become hydraulically locked in the closed position.
- Mark the valve location with blue marking paint
- Hydromax USA's Instant Notification System will be used to provide alerts for all inoperable or found closed valves. Hydromax USA's system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Data shall be delivered monthly to the TIPS Member in an ArcGIS compliant format.

2.0.R Valve Cannot Be Located (CNL)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the valve is unable to be found, Hydromax USA will list the valve as CNL (cannot locate). Hydromax USA will provide a separate unit price for CNL valves. If the CNL valve is located, Hydromax USA will assess the valve and charge the appropriate unit rate for that item.

2.0.S Valve Cannot Be Accessed (CNA)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the valve is located but cannot be accessed for any reason, the Hydromax USA will list the valve as CNA (cannot access). If the CNA valve can be accessed later, Hydromax USA will assess the valve and charge the appropriate unit rate for that item.

2.0.T Valve Located and Accessed, Not Operated (CNO)

Hydromax USA will locate, create access, obtain a GPS point, and collect information on the valve asset, however at the direction of the utility, will not operate the valve asset. Hydromax USA will identify these assets as GPS Only. Hydromax USA will provide a separate unit price for GPS Only valves.

Minor Valve Repairs

Under this program, the service provider will complete minor repairs as they are encountered throughout this program. Minor repairs are defined as repairs which can return a valve to full operability and do not require backhoe excavation or breaking the pressure barrier of the water system. While many different repairs may be necessary to restore valves to full operability, the minor repairs noted in the pricing table will typically be completed by the service provider in a full valve assessment program.

- **2.0.U Raise valve box to grade up to 18 inches in grass, dirt, and gravel.** Hydromax USA shall provide labor to raise a valve box up to 18 inches to the finished grade in non-asphalt areas using drop-in risers. Materials will be provided by Owner.
- **2.0.V Raise valve box to grade up to 18 inches in asphalt with cold patch.** Hydromax USA shall provide labor to raise a valve box up to 18 inches to the finished grade in asphalt areas using drop-in risers. Cold patch will be used to repair asphalt as needed. Materials will be provided by Owner.
- **2.0.W Realign valve box in grass, dirt, and gravel.** Hydromax USA shall provide labor to realign valve box vertically from a maximum depth of up to 18 inches in non-asphalt areas. Materials will be provided by Owner.
- **2.0.X Realign valve box in asphalt with cold patch.** Hydromax USA shall provide labor to realign valve box vertically from a maximum depth of up to 18 inches in asphalt. Cold patch will be used to repair asphalt as needed. Materials will be provided by Owner.
- **2.0.Y Operating nut replacement without excavation.** Hydromax USA shall replace valve operating nut without. Hydromax USA shall remove any existing operation nut pieces from the valve stem and lower section of the roadway box, removing existing operating nut screws, re-tap the stem (if necessary) and securely install an operating nut. Materials will be provided by Hydromax USA.

2.0.Z Air Release Valve (ARV) Assessment

The purpose of this maintenance is to ensure proper valve operation, prevent system air blockages, and extend equipment life:

- Visually inspect each ARV for structural integrity, leaks, and signs of corrosion or damage.
- Confirm valve accessibility and verify correct installation orientation.
- Cycle valves (where applicable) to verify proper air release and vacuum break functionality.
- Remove debris, sediment, and blockages from valve internals and surrounding appurtenances.
- Flush the valve as needed to ensure clear air passage.
- Inspect, lubricate moving parts, and replace worn components during initial assessment such as seals, floats, or gaskets, if applicable. (materials provided in advance by utility)
- Record valve condition, operational status, GPS location, and any maintenance performed.
- Provide report with recommendations for repair or replacement, if needed.
- All work will be conducted in accordance with OEM specifications, industry standards, and safety protocols.

3.0 FIRE HYDRANT ASSESSMENT, MAINTENANCE & INFORMATION MANAGEMENT

3.0.A Single Hydrant Testing and Maintenance

Hydromax USA will perform the following services in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance:

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture
- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate, record working pressure and calculate flow rate and gallons flushed.
- The use of a calibrated combination pitot gauge and hydrant diffuser is required for all hydrant flushing.
- Close hydrant completely. Back off the operating nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Hydromax USA's Instant Notification System will be used to provide alerts for all inoperable or low flow hydrants. Hydromax USA's system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Data shall be delivered monthly to the TIPS Member in an ArcGIS compliant format.

3.0.B. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.C. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.D Two-Hydrant Fire Flow Testing and Maintenance

Hydromax USA will perform maintenance procedures in accordance with AWWA M-17 Manual for Fire Hydrants: Installation, Field Testing, And Maintenance. Testing under this section will include obtaining the residual pressure from only one "flow hydrant" or port and will not guarantee achievement of a 10 psi drop as denoted in AWWA M17 or 25% psi drop as denoted in NFPA 291.

Prior to the execution of any Two Hydrant fire flow testing Hydromax USA will develop a digital pairing of hydrants represented in a standalone GIS layer for submittal and review to the Owner. Digital pairing layer will be visible to field crews during the execution of the hydrant flow test.

- Locate and access each fire hydrant
- Locate access and exercise fire hydrant isolation valve
- Check fire hydrant nozzle height for correct ground clearance
- Identify make, model, nozzle size and year of hydrant manufacture

- Lubricate operating nut (if appropriate for hydrant make/model) and all nozzle outlets with noncorrosive FDA approved lubricant
- Open hydrant with nozzle caps in place to check for seal leakage
- Verify that hydrant main (bottom) valve completely closes
- Flow hydrant to maximum rate up to 15 minutes or until clear, whichever is less, record working pressure and calculate flow rate and gallons flushed. If hydrant fails to flow clear in the initial 15-minute flush, contact the TIPS Member.
- Close hydrant completely. Back off the operating nut enough to take the pressure off the packing.
- Remove all outlet nozzle caps, clean the threads, check the condition of the gaskets replace as required, and lubricate the threads. Check the ease of operation of each cap.
- Check outlet nozzle chains for free action on each cap. If the chains bind, open the loop end around the cap until they move freely.
- Record static pressure
- Re-attach hydrant nozzle caps
- Inspections will be conducted on adjacent hydrant pairs to facilitate the 2-hydrant fire flow test procedure.
- When the first hydrant is flowed, the second hydrant becomes the M-17 “test hydrant” for measurement of residual pressure drawdown in the system.
- Hydrant inspection pairs will always be chosen to maintain the test hydrant on the upstream side of the system water feed such as on single feed mains.
- Obtain and record GPS site coordinates of hydrant.
- Document any operational deficiencies and/or miscellaneous findings.
- Hydromax USA’s Instant Notification System will be used to provide alerts for all inoperable or low flow hydrants. Hydromax USA’s system will be capable of providing simultaneous alerts for up to 10 TIPS Member points of contact.
- Document all pertinent data into an electronic spreadsheet or database including the following:
 - Hydrant ID tag number
 - Hydrant address location
 - Hydrant GPS site coordinates
 - Date of flush or service
 - Hydrant brand
 - Hydrant model number
 - Hydrant year
 - Hydrant size
 - Hydrant flow rate obtained
 - Hydrant static and residual pressures
 - Flow at 20 PSI calculation
 - Hydrant pressure after 2 minutes of flushing
 - Total gallons flushed during service
 - Degree of operating difficulty
 - Deficiencies and/or repairs required to be immediately reported to the Utility.
- Data shall be delivered to the TIPS Member in an electronic format compatible with ArcGIS/ArcMap system or SQL database.

3.0.E. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.F. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.G High Pressure Hydrant Additional Safety Procedures

When a hydrant over 125PSI static pressure is encountered, Hydromax USA will perform the following additional safety procedures to complete hydrant testing,

- Upon obtaining working pressure, if determined to be over 125 psi, work will halt to complete the following steps.
- Check/tighten hold down bolts at flange.
- Install Hose Monster to hydrant and secure the other end to hitch mounted diffuser or another stationary anchor.
- Proceed with flowing per the above specifications.
- Upon completion check/tighten hold down bolts at flange.

3.0.H. One-color Paint: Scrape, wire brush, and paint hydrant single color. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.I. Two-color NFPA Paint: Scrape, wire brush, paint hydrant two colors per NFPA flow testing color chart. The paint shall be Sherwin-Williams or approved equal. Coating shall be spray applied to a minimum of a 4 ml dry coat thickness.

3.0.J Fire Hydrant Cannot Be Located (CNL)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the hydrant is unable to be found, Hydromax USA will list the hydrant as CNL (cannot locate). Hydromax USA will provide a separate unit price for CNL hydrants. If the CNL hydrant is located, Hydromax USA will assess the hydrant and charge the appropriate unit rate for that item.

3.0.K Fire Hydrant Cannot Be Accessed (CNA)

If after searching for fifteen (15) minutes using Owner-provided GPS locations and/or field maps, and the hydrant is located but cannot be accessed for any reason, the Hydromax USA will list the hydrant as CNA (cannot access). If the CNA hydrant can be accessed later, Hydromax USA will assess the hydrant and charge the appropriate unit rate for that item.

3.0.L Fire Hydrant Out of Service (OOS)

If, during fire hydrant testing and maintenance, Hydromax USA determines that a hydrant is out of service (OOS) or should be designated as such, the crew leader will promptly notify the Owner and install out of service rings or bags as applicable. The hydrant will remain out of service until necessary repairs are completed and full operability is restored. Once the hydrant is returned to service, Hydromax USA will perform the required testing and maintenance at the applicable unit rate.

3.0.M Fire Hydrant Minor Repairs

Hydromax USA will provide labor in four-hour increments for the following minor fire hydrant repairs. Final scope of work will be defined by Owner prior to Hydromax USA mobilization and start of project.

- Upper Barrel Repair (labor only). Hydromax USA will repair and/or replace all necessary components within the upper portions of the hydrant, from the operating nut downwards to the top of the break away (upper barrel) flange, to return the hydrant to working order. Hydrant rotation shall also be considered as an upper barrel repair.
- Lower Barrel Repair (labor only). Hydromax USA will repair and/or replace all necessary components of the hydrant from the top of the break away (upper barrel) flange to the bottom of the hydrant foot valve to return the hydrant to working order.
- Hydrant Extension (6-18 inches; labor only). Hydromax USA will raise hydrant six (6) to eighteen (18) inches to ensure the pumper nozzle is at the required above-grade height per AWWA M-17. Materials provided by Owner.

3.0.N Fire Hydrant ID Tags

Hydromax USA will furnish and install fire hydrant identification tags during fire hydrant testing and maintenance. If this work is performed at a time other than during fire hydrant testing and maintenance, then the field technician hourly rate will apply.

3.0.O Fire Hydrant Road Markers

Hydromax USA will furnish and install reflective road markers during fire hydrant testing and maintenance. If this work is performed at a time other than during fire hydrant testing and maintenance, then the field technician hourly rate will apply.

3.0.P Adder for Dechlorination during Flushing

Additional fee to add dechlorination to hydrant flushing. Contractor will provide dechlorination tablets.

3.0.Q Adder for 2nd Trip to Hydrant for 2nd Coat Painting or Other Services

Additional fee for return visit to paint hydrants second coat (top coat after primer/2 part epoxy second coat/etc) or other services as requested.

4.0 FLUSHING SERVICES

- **4.0.A Non-UDF Flushing Services**

Hydromax USA will execute hydrant flushing (non-UDF) using a single-person daily rate. Crews will flush hydrants for a pre-determined amount of time or until achieving a clear white bucket test for water quality. Hydromax USA will collect water samples for iron concentrations, chlorine residual levels, and turbidity. The Owner will test all water samples via a third-party testing lab.

- **4.0.B Unidirectional Flushing Services (UDF)**

Hydromax USA will execute unidirectional flushing (UDF) program using a two-person daily rate. Crews will flush the sequence hydrants for up to three (3) water column turnovers or achieve a clear white bucket test for water quality, whichever occurs first. Hydromax USA will collect water samples for iron concentrations, chlorine residual levels, and turbidity. The Owner will test all water samples via a third-party testing lab.

5.0 ACOUSTIC LEAK DETECTION

Hydromax USA will perform acoustical leak detection using data loggers and correlation equipment using a daily rate. The process includes preliminary surveys, deployment of loggers, data collection, analysis, on-site verification, and detailed reporting of findings.

- **5.0.A Acoustical Leak Detection Services (8-hour minimum)**

For leak detection that is not part of a comprehensive water loss program, Hydromax USA will perform acoustical leak detection services at a daily rate.

- **5.0.B Acoustical Leak Detection Program (250 miles minimum)**

For leak detection that is part of a comprehensive program that covers a minimum of 250 miles of metallic pipeline, Hydromax USA will perform acoustical leak detection using a mileage rate.

6.0 WASTEWATER SERVICES

Hydromax USA will provide the appropriate equipment and trained staff to perform the following wastewater cleaning and inspection services as defined and as approved by Owner prior to Hydromax USA mobilization and start of project.

- **6.0.A Light Wastewater Cleaning & CCTV**

Hydromax USA will perform wastewater cleaning and a PACP CCTV inspection in accordance with industry best practices to ensure thorough and efficient results. Crews will clean each wastewater line immediately prior to CCTV inspection, ensuring that all wastewater pipes are cleaned and inspected within the same calendar day. Prior to inspection, crews will conduct light cleaning of each wastewater segment—up to three passes—from manhole to manhole in the upstream to downstream direction, unless an obstruction is encountered. All debris will be collected and removed at manholes with access for the

combination wastewater cleaning unit, and all debris will be removed from the wastewater system at the end of each day. Debris will not be blown down line segments that are not included in the inspection project. All CCTV inspections shall be completed utilizing PACP coding to ensure consistency and accuracy. All data shall also be delivered in accordance with PACP standards.

6.0.A1 Light Wastewater Cleaning & CCTV – 6-inch to 12-inch

6.0.A2 Light Wastewater Cleaning & CCTV – 13-inch to 24-inch

6.0.A3 Light Wastewater Cleaning & CCTV – 25-inch to 42-inch

6.0.A4 Light Wastewater Cleaning & CCTV – Greater than 42-inch

• **6.0.B Heavy Wastewater Cleaning**

If additional debris or impediments to inspection are observed following the initial light cleaning, Hydromax USA will seek approval from the Owner to proceed with heavy cleaning. Heavy cleaning will be necessary in sections of pipe containing significant root intrusion, large accumulations of debris, or several inches of sand and gravel, and will involve the use of enhanced hydraulic nozzles and root cutters. Notification of the need for heavy cleaning will be submitted immediately. Hydromax USA will utilize an Instant Notification App to promptly alert the Owner of all heavy cleaning requirements. This system will be capable of delivering simultaneous alerts to up to 10 client points of contact and will include photographic documentation of the pipe condition and debris as part of the notification submission.

• **6.0.C Reverse Setup**

If obstructions are not passable and cannot be removed by wastewater cleaning, Hydromax USA will withdraw CCTV equipment and perform a reverse inspection from opposite end of the wastewater segment in accordance with PACP protocols. When additional obstructions are encountered after reversal of equipment and no means are available for passing a second obstruction to complete the wastewater main inspection, the segment will be remanded to the Owner for resolution. The portion of the main inspected will be paid for as prescribed.

• **6.0.D Siphon Cleaning & Assessment**

Hydromax USA will perform the cleaning and assessment of the wastewater siphon using specialized procedures tailored to its inverted design and limited access. Most siphons are constructed with multiple barrels, allowing flow to continue through one or more barrels while another is temporarily taken out of service. The process begins with site preparation, safety protocols, and flow control—typically achieved by plugging the targeted barrel to isolate it for cleaning while maintaining flow through the remaining active barrels. Crews will access the siphon through existing structures and utilize high-velocity jetting or mechanical tools to remove accumulated debris, which will be vacuumed and properly disposed of. Following cleaning, the isolated barrel will be dewatered to allow for a thorough CCTV inspection using robotic or push cameras. The inspection will be conducted in accordance with NASSCO PACP standards to evaluate the internal condition of the siphon, identifying any structural or operational defects. All findings, including video documentation and condition assessments, will be compiled into a detailed report to support ongoing maintenance or rehabilitation planning.

• **6.0.E Multi-Sensor Inspection (MSI)**

Hydromax USA will perform a comprehensive assessment of existing sanitary sewer mains and connections 24 inches in diameter and larger using Pipeline Assessment Certification Program (PACP) internal closed-circuit television (CCTV), Sonar, and Multi-Sensor Inspection (MSI) technologies. These inspections will be conducted to digitally document and evaluate the condition of the wastewater infrastructure. The scope of work includes wastewater pipes located in a variety of environments, including improved streets, arterial and primary roads, backyards, and unimproved easements. Hydromax USA is equipped with all-terrain vehicles suitable for accessing challenging terrain, as well as any specialized equipment necessary for safe and compliant access to elevated manholes, in full accordance with The Loss Control Manual. No cleaning of the sanitary sewers will be performed prior to CCTV and Sonar inspection unless explicitly requested by the Utility. Hydromax USA will furnish all

labor, including competent PACP-certified technicians, as well as all necessary equipment, tools, accessories, and materials required to complete the CCTV and Sonar inspections of the designated 24-inch and larger diameter sanitary sewer lines.

- **6.0.F Multi-Sensor Inspection (MSI) Data Processing & Reporting**

Hydromax USA will perform a multi-sensor inspection of the wastewater system using advanced technology that simultaneously captures CCTV video, laser profiling, sonar, and other relevant data to assess the condition and geometry of the pipe. This comprehensive data set provides insight into structural defects, debris accumulation, sediment levels, and potential capacity restrictions. Once collected, all inspection data will be securely transmitted to PIPC for processing and analysis. PIPC will compile the data into a detailed report that includes visual documentation, cross-sectional profiles, and condition assessments, enabling the utility owner to make informed decisions about maintenance, rehabilitation, or further investigation.

- **6.0.G Manhole Assessment (Level 1)**

Hydromax USA will perform a NASSCO MACP (Manhole Assessment Certification Program) Level 1 inspection. This is a standardized visual assessment performed from the ground surface without confined space entry. It involves collecting a GPS point, documenting basic structural and operational conditions of a manhole using NASSCO's defect codes. The inspection includes observations of the frame, cover, chimney, cone, barrel, and invert to identify issues such as corrosion, cracks, infiltration, and other visible defects. This level of inspection is typically used for preliminary condition assessments or in areas where access is limited.

- **6.0.H Manhole Assessment (Level 2 w/ 3D Scan)**

Hydromax USA will perform a NASSCO MACP Level 2 manhole inspections using advanced photogrammetry 3D scanning technology to deliver high-resolution, detailed assessments of manhole conditions. This inspection includes collecting a GPS point, and capturing structural, operational, and maintenance defects in accordance with NASSCO standards and includes a full 3D model of the manhole interior. The photogrammetry 3D scan provides precise measurements and visualizations that enhance condition assessment, asset management, and rehabilitation planning. TREKK 360 camera system or similar utilized.

- **6.0.I Elevated Manhole Access**

To safely access a wastewater manhole elevated more than 4 feet above grade, Hydromax USA utilizes a combination of fall protection equipment, extension ladders, and custom access platforms as needed. Crews first assess site conditions and secure the area. Fall protection harnesses and anchor points are used in compliance with OSHA regulations.

- **6.0.J Smoke Testing**

Hydromax USA will conduct wastewater smoke testing to identify defects such as illicit connections, broken pipes, and inflow sources within the sanitary sewer system. The process begins with distributing door hangers or notices to all affected properties at least 24 to 48 hours in advance to inform residents about the upcoming testing and what to expect. During testing, non-toxic, white smoke is introduced into the wastewater system using a high-capacity blower. As the smoke travels through the pipes, it escapes through defects such as cracks, open cleanouts, and improper connections, which are then documented. Each defect location is recorded using GPS to ensure precise mapping and reporting. This data helps utility owners prioritize maintenance and reduce excessive stormwater inflow into the system. (no plugging or sandbagging)

- **6.0.K Flow Monitoring**

Hydromax USA will conduct wastewater flow monitoring by strategically installing flow meters within the sanitary sewer system to capture real-time data on flow rates, depth, and velocity over a designated monitoring period. This service is essential for understanding system performance during dry and wet weather conditions. Our team handles all aspects of the deployment, including site selection, equipment installation, calibration, maintenance, and data retrieval. The collected data is compiled into non-engineered reports that include detailed charts, graphs, and summaries, providing municipalities and

engineers with a clear understanding of wastewater capacity, infiltration/inflow patterns, and peak flow conditions to support planning and decision-making.

6.0K1 Flow Meter Installation for Flow Monitoring

Hydromax USA provides turnkey flow monitoring installation services to support accurate data collection for sewer system evaluation studies (SSES), infiltration and inflow (I/I) analysis, and capacity assessments. Our experienced field crews install and maintain advanced flow monitoring equipment in sanitary and storm sewer systems, ensuring reliable, real-time data to help utilities make informed decisions.

Each installation is performed with a focus on safety, data integrity, and minimal disruption to the system. Our team handles everything from pre-installation site assessments and equipment calibration to secure installation in manholes and ongoing data verification. We utilize industry-leading sensors to capture flow depth, velocity, and surcharge conditions in a wide range of pipe sizes and flow environments.

6.0K2 Flow Meter Maintenance

Hydromax USA provides comprehensive flow monitoring maintenance services to ensure the accuracy, reliability, and longevity of deployed flow monitoring equipment. Our experienced field technicians perform scheduled and emergency maintenance on temporary and permanent flow monitors used in wastewater and stormwater systems.

Services include:

- Site inspections and equipment calibration
- Data quality verification and troubleshooting
- Battery replacement and sensor cleaning
- Firmware updates and hardware repairs
- Relocation or removal of monitors as needed

6.0K3 Flow Meter Final Report

Hydromax USA's Monthly Flow Monitoring Reports provide a clear, data-driven summary of flow conditions observed at each monitored site within a sanitary or storm sewer system. Each report is designed to give utility managers, engineers, and decision-makers a comprehensive view of system performance over the monitoring period.

The report includes:

- Daily Flow Trends: Graphical and tabular data showing average, minimum, and peak flows.
- Rainfall Correlation: Analysis of rainfall data overlaid with flow response to identify potential I&I (Infiltration and Inflow) patterns.
- Diurnal Patterns: Flow curves illustrating system behavior during typical weekdays and weekends.
- Event Logging: Identification and detailed breakdown of notable flow events, including wet weather spikes or dry weather anomalies.
- Site Performance Summary: Comparison to historical data or established benchmarks for each metering location.
- Data Quality Assurance: Documentation of meter uptime, sensor calibration status, and any maintenance activities or data adjustments.

All flow data is collected using calibrated, high-accuracy equipment installed and maintained by Hydromax USA's experienced field technicians. The result is reliable, actionable data to support capital planning, I&I reduction efforts, and regulatory compliance.

- **6.0.L Rain Gauge Installation**

Hydromax USA will conduct rain gauge monitoring to support comprehensive flow monitoring of wastewater systems. By strategically installing and maintaining rain gauges throughout the service area, we accurately capture precipitation data that directly correlates with wastewater flow patterns. This rainfall information is integrated with flow monitoring data to help identify infiltration, inflow, and overall system performance under various weather conditions. Hydromax USA provides non-engineered, clear, and concise reports summarizing the collected rain gauge and flow data, enabling clients to better understand system behavior and make informed operational decisions.

- **6.0L1 Rain Gauge Maintenance**

Hydromax USA provides comprehensive rain gauge maintenance services to ensure accurate and reliable precipitation data for municipal stormwater programs, flood forecasting, and regulatory compliance. Our trained field technicians perform routine inspections, calibrations, and cleanings to eliminate debris, biological buildup, or mechanical faults that can compromise gauge performance.

- Services include:
- Visual inspection and functional testing of gauges
- Removal of debris and obstructions from collection funnels
- Verification and calibration of tipping mechanisms or electronic sensors
- Data logger checks and battery replacements
- Documentation of service activities and condition reports

- **6.0.M Easement Access**

Hydromax USA will apply an additional charge for accessing wastewater manholes located more than 50 feet off the curb of a paved road during wastewater cleaning, CCTV inspections, or Multi-Sensor Inspection (MSI) services. This fee accounts for the increased complexity and resource requirements associated with reaching these remote manholes.

To navigate challenging terrains or private properties, Hydromax USA employs specialized equipment such as compact CCTV systems mounted on all-terrain vehicles and easement cleaning machines. These portable units are designed to access hard-to-reach areas, ensuring comprehensive inspections even in difficult conditions.

7.0 ADDITIONAL MISCELLANEOUS SERVICES

Hydromax USA may provide the following additional miscellaneous services as defined and as approved by Owner prior to Hydromax USA mobilization and start of project.

- **7.0.A GIS Data Analyst Support Services**

Hourly rate for performing additional GIS support services not specifically defined in other sections of this proposal.

- **7.0.B Confined Space Entry Tech Services**

Additional rate per asset to perform services which require confined space entry. Hydromax USA will adhere to related OSHA requirements.

- **7.0.C Maintenance of Traffic (MOT beyond arrow boards and cones).**

Daily rate for additional MOT required outside of cones, arrow boards, and flashers to perform the required scope of work. Cones, arrow boards, and flashers are provided as part of our standard temporary MOT.

- **7.0.C1 Maintenance of Traffic (MOT beyond arrow boards and cones) – Water Services**

- **7.0.C2 Maintenance of Traffic (MOT beyond arrow boards and cones) – Wastewater Services**

- **7.0.D Test Cut and Shut-Down Support Services**

Hourly rate to provide on-call test cut and shut-down support services to the utility in support of emergency and planned operations.

- **7.0.E Water Services Field Technician**

Hourly rate for a single field technician with equipment to perform additional water non-repair services not specifically defined in other sections of this proposal.

- **7.0.F Wastewater Services Field Crew (VAC)**

Hourly rate for a two-person crew with VAC equipment to perform additional services not specifically defined in other sections of this proposal. Work performed during normal working hours.

- **7.0.G Wastewater Services Field Crew (CCTV)**

Hourly rate for a two-person crew with CCTV equipment to perform additional services not specifically defined in other sections of this proposal. Work performed during normal working hours.

- **7.0.H Wastewater Services Field Technician**

Hourly rate for additional wastewater technician to perform services not specifically defined in other sections of this proposal. Typically, this line item is used to add an additional crew member to a wastewater crew when necessary, and no additional equipment is needed. Work performed during normal working hours.

- **7.0.I GPS-only of Assets**

Per unit rate to collect sub-foot GPS data only for identified assets. No other information will be collected or provided for work performed under this line item. The work to be performed while crews are mobilized for the base contract work.

8.0 CLARIFICATIONS

- Unless otherwise stated in the proposal, this proposal does not include any payment of prevailing wages or certified payroll reporting.
- There are no hazardous materials present in the project area.
- On CCTV, Cleaning, and Multi-Sensor projects:
 - The unit price quoted for light cleaning and CCTV inspection on a per linear foot (LF) basis is valid only when a minimum of 2,000 LF of wastewater main is continuous and accessible for uninterrupted inspection and cleaning. If the total footage falls below 2,000 LF, or if the sections are non-contiguous—necessitating repeated equipment setup, relocation, or remobilization—the work will be invoiced at the applicable hourly rate.
 - This proposal does not include bypass pumping or pipe plugging unless otherwise stated within.
 - Client will be responsible for the costs associated with any repairs or extractions that are required due to existing structural defects or failures.
 - This proposal does not include any clearing/ grubbing for easement roads or access.
 - Customer will provide access to the work site that will be adequately sized for HUSA's equipment and will be a maximum of fifty (50) feet from manholes that need to be accessed.
 - Client will provide a dump location for the debris, within 1 hour drive of the project area and not restricted in operating hours.
 - Client will provide water access within one mile of the work area.
 - Hydromax USA will not be responsible for damage or cleaning to residential homes/bathrooms due to debris backflushing through residential toilets, where the wastewater lateral installation/angle contributes to the damage or issues with venting at residential homes.

7.0 PROGRAM PRICING (REV 9.5.25)

Hydromax USA proposes to perform the following scope of work as defined in the sections above at the for the TIPS pricing referenced in the table below. It is understood that all quantities are approximate totals and non-binding.

Item #	Service Name	Service Description	Unit	TIPS Price	EST. QTY	Ext. Price
1.0 Administration & Travel						
1.0.A	Crew Travel / Mobilization	8-Hour Travel Day for Crew Mobilization to Project Site	Per Person / Per Day	\$2,000.00		
1.0.B	Lodging and Per Diem	Lodging and Per Diem for Non-Local Project	Per Person / Per Day	\$200.00		
2.0 Valve Assessment, Maintenance & Information Management						
2.0.A	Valve Assessment, 4 Inch or smaller Diameter Valve	AWWA M44 Valve Assessment, 4 Inch or smaller Diameter Valve	Per Valve	\$59.48		
2.0.B	Valve Assessment, 6-inch Diameter Valve	AWWA M44 Valve Assessment, 6-inch Diameter Valve	Per Valve	\$61.65	200.0	\$12,330.00
2.0.C	Valve Assessment, 8-inch Diameter Valve	AWWA M44 Valve Assessment, 8-inch Diameter Valve	Per Valve	\$62.73	500.0	\$31,365.00
2.0.D	Valve Assessment, 10-inch Diameter Valve	AWWA M44 Valve Assessment, 10-inch Diameter Valve	Per Valve	\$64.89	125.0	\$8,111.25
2.0.E	Valve Assessment, 12-inch Diameter Valve	AWWA M44 Valve Assessment, 12-inch Diameter Valve	Per Valve	\$64.89	78.0	\$5,061.42
2.0.F	Valve Assessment, 14-inch Diameter Valve	AWWA M44 Valve Assessment, 14-inch Diameter Valve	Per Valve	\$64.89		
2.0.G	Valve Assessment, 16-inch Diameter Valve	AWWA M44 Valve Assessment, 16-inch Diameter Valve	Per Valve	\$66.95		
2.0.H	Valve Assessment, 18-inch Diameter Valve	AWWA M44 Valve Assessment, 18-inch Diameter Valve	Per Valve	\$77.25		
2.0.I	Valve Assessment, 20-inch Diameter Valve	AWWA M44 Valve Assessment, 20-inch Diameter Valve	Per Valve	\$97.85		
2.0.J	Valve Assessment, 24-inch Diameter Valve	AWWA M44 Valve Assessment, 24-inch Diameter Valve	Per Valve	\$118.45		

2.0.K	Valve Assessment, 30-inch Diameter Valve	AWWA M44 Valve Assessment, 30-inch Diameter Valve	Per Valve	\$180.25		
2.0.L	Valve Assessment, 36-inch Diameter Valve	AWWA M44 Valve Assessment, 36-inch Diameter Valve	Per Valve	\$200.85		
2.0.M	Valve Assessment, 42-inch Diameter Valve	AWWA M44 Valve Assessment, 42-inch Diameter Valve	Per Valve	\$216.30		
2.0.N	Valve Assessment, 48-inch Diameter Valve	AWWA M44 Valve Assessment, 48-inch Diameter Valve	Per Valve	\$270.38		
2.0.O	Valve Assessment, 54-inch Diameter Valve	AWWA M44 Valve Assessment, 54-inch Diameter Valve	Per Valve	\$297.41		
2.0.P	Valve Assessment, 60-inch Diameter Valve	AWWA M44 Valve Assessment, 60-inch Diameter Valve	Per Valve	\$378.53		
2.0.Q	Valve Assessment, Over 60-inch Diameter Valve	AWWA M44 Valve Assessment, Over 60-inch Diameter Valve	Per Valve	\$432.60		
2.0.R	Valve Cannot Be Located (CNL)	AWWA M44 Valve Assessment, Valve Cannot Be Located (CNL)	Per CNL	\$59.48		
2.0.S	Valve Cannot Be Accessed (CNA)	AWWA M44 Valve Assessment, Valve Cannot Be Accessed (CNA)	Per CNA	\$59.48		
2.0.T	Valve Located and Accessed, Not Operated (CNO)	AWWA M44 Valve Assessment, Valve Located and Accessed, Not Operated (CNO)	Per CNO	\$59.48		
2.0.U	Valve Raise (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Valve Raise (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Per Valve	\$38.63		
2.0.V	Valve Raise (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Valve Raise (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Per Valve	\$115.36		
2.0.W	Valve Realign (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Valve Realign (up to 18-inches in Grass, Dirt, Gravel; Labor Only)	Per Valve	\$77.25		
2.0.X	Valve Realign (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Valve Realign (up to 18-inches in Asphalt w/ Cold Patch; Labor Only)	Per Valve	\$230.72		

2.0.Y1	Valve Operating Nut Repair	Valve Operating Nut Repair (up to 48-inches; No Excavation)	Per Valve	\$750.00		
2.0.Y2	Valve Operating Nut Repair	Valve Operating Nut Repair (4'-10'-inches; No Excavation)	Per Valve	\$1,200.00		
2.0.Z	ARV Assessment	Assessment Services for Air Release Valve	Per Hour	\$300.00		
3.0 Fire Hydrant Assessment, Maintenance & Information Management						
3.0.A	Fire Hydrant Testing and Maintenance (Single; No Paint)	Fire Hydrant Testing and Maintenance (Single; No Paint)	Per Hydrant	\$54.08		
3.0.B	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	Fire Hydrant Testing and Maintenance (Single; w/ One-Color Paint)	Per Hydrant	\$61.29		
3.0.C	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	Fire Hydrant Testing and Maintenance (Single; w/ Two-Color NFPA Paint)	Per Hydrant	\$71.59	761.0	\$54,479.99
3.0.D	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	Fire Hydrant Testing and Maintenance (Two-Hydrant; No Paint)	Per Hydrant	\$108.15		
3.0.E	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	Fire Hydrant Testing and Maintenance (Two-Hydrant; One-Color Paint)	Per Hydrant	\$115.36		
3.0.F	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	Fire Hydrant Testing and Maintenance (Two-Hydrant; w/ Two-Color NFPA Paint)	Per Hydrant	\$125.66	190.0	\$23,875.40
3.0.G	Fire Hydrant Testing and Maintenance (High Pressure; No Paint)	Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; No Paint)	Per Hydrant	\$81.11		
3.0.H	Fire Hydrant Testing and Maintenance (High Pressure; One-Color Paint)	Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; One-Color Paint)	Per Hydrant	\$88.32		

3.0.I	Fire Hydrant Testing and Maintenance (High Pressure; w/ Two-Color NFPA Paint)	Fire Hydrant Testing and Maintenance (High Pressure over 125 PSI; w/ Two-Color NFPA Paint)	Per Hydrant	\$98.62		
3.0.J	Fire Hydrant CNL	Fire Hydrant Cannot Be Located (CNL)	Per Hydrant	\$25.00		
3.0.K	Fire Hydrant CNA	Fire Hydrant Cannot Be Accessed (CNA)	Per Hydrant	\$25.00		
3.0.L	Fire Hydrant OOS	Fire Hydrant Out of Service (OOS)	Per Hydrant	\$52.50		
3.0.M	Fire Hydrant Minor Repair (4-Hour Minimum; No Excavation; Labor Only)	Fire Hydrant Minor Repair (4-Hour Minimum; No Excavation; Labor Only)	Per Hour/Per Person	\$154.50		
3.0.N	Fire Hydrant ID Tag	Furnish & Install Fire Hydrant ID Tag	Per Tag	\$14.42		
3.0.O	Fire Hydrant Reflective Road Marker	Furnish & Install Fire Hydrant Reflective Road Marker	Per Marker	\$12.36		
3.0.P	Adder for Dechlorination during Flushing	Add Dechlorination to Hydrant Flushing	Each	\$9.00		
3.0.Q	Adder for 2 nd Trip to Hydrant	Adder for 2 nd Trip to Hydrant for 2 nd Coat Painting or Other Services	Each	\$65.00		
4.0 Flushing Services						
4.0.A	Fire Hydrant Flushing Services (Non-UDF)	Fire Hydrant Maintenance Flushing (Non-UDF; 1-Person Crew; 8-Hour Day)	Per Day/Per 1-Person Crew	\$1,236.00		
4.0.B	Unidirectional Flushing Services	Unidirectional Flushing Plan Execution Services (2-Person Crew; 8-Hour Day)	Per Day/Per 2-Person Crew	\$2,472.00		
5.0 Acoustic Leak Detection						
5.0.A	Acoustic Leak Detection	Acoustical Leak Detection Services (8-Hour Minimum)	Per Day/Per Person	\$1,854.00		
5.0.B	Acoustic Leak Detection Program	Acoustic Leak Detection Program - Metallic (250 Miles Minimum)	Per Mile	\$257.50		

6.0 Wastewater Services						
6.0.A1	Light Wastewater Cleaning & CCTV (6-in to 12-inch)	Light Wastewater Cleaning & CCTV (6-in to 12-inch)	Per Linear Foot	\$2.25		
6.0.A2	Light Wastewater Cleaning & CCTV (13-in to 24-inch)	Light Wastewater Cleaning & CCTV (13-in to 24-inch)	Per Linear Foot	\$2.60		
6.0.A3	Light Wastewater Cleaning & CCTV (25-in to 42-inch)	Light Wastewater Cleaning & CCTV (25-in to 42-inch)	Per Linear Foot	\$3.15		
6.0.A4	Light Wastewater Cleaning & CCTV (Greater than 42-inch)	Light Wastewater Cleaning & CCTV (Greater than 42-inch)	Per Linear Foot	\$4.85		
6.0.B	Heaving Wastewater Cleaning	Heavy Wastewater Cleaning	Per Hour	\$325.00		
6.0.C	Reverse Setup	Reverse Setup to Complete Inspection	Each	\$200.00		
6.0.D	Siphon Cleaning & Assessment	Siphon Cleaning, Dewatering, & Assessment	Per Hour/Per Crew	\$650.00		
6.0.E	Multi-Sensor Inspection (MSI)	Multi-Sensor Inspection (LiDAR, Sonar, & CCTV)	Per Linear Foot	\$5.00		
6.0.F	Multi-Sensor Inspection (MSI) Data Processing & Reporting	Multi-Sensor Data Processing & Reporting	Per Linear Foot	\$3.15		
6.0.G	Manhole Assessment (Level 1)	Manhole Assessment (MACP Level 1)	Each	\$75.00		
6.0.H1	Manhole Assessment (Level 2 w/ 3D Scan)	Manhole Assessment (MACP Level 2 w/ 3D Scan) Depth of > 26'	Each	\$290.00		
6.0.H2	Manhole Assessment (Level 2 w/ 3D Scan)	Manhole Assessment (MACP Level 2 w/ 3D Scan) Depth of 26'-60'	Each	\$365.00		
6.0.H3	Manhole Assessment (Level 2 w/ 3D Scan)	Manhole Assessment (MACP Level 2 w/ 3D Scan) Depth of 61-80'	Each	\$525.00		
6.0.I	Elevated Manhole Access	Access Manhole Elevated more than 4 Feet Above Grade	Each	\$700.00		

6.0.J	Smoke Testing	Smoke Testing & Reports	Linear Foot	\$0.67		
6.0.K1	Flow Monitoring Installation	Flow Meter Installation for Flow Monitoring	Each	\$2,500.00		
6.0.K2	Flow Meter Maintenance	Flow Meter Monthly Maintenance Check	Per unit/month	\$500.00		
6.0.K3	Flow Meter Final Report	Flow Meter Final Analysis & Report	Each	\$2,000.00		
6.0.L	Rain Gauge Installation	Rain Gauge Installation	Each	\$500.00		
6.0.L1	Rain Gauge Maintenance	Rain Gauge Monthly Maintenance Check	Per Unit/Month	\$150.00		
6.0.M	Easement Access	Adder for Easement Access More than 50 Feet off Curb Edge	Per Linear Foot	\$1.50		

7.0 Additional Miscellaneous Services

7.0.A	GIS Data Services	GIS Data Analyst Services in Support of Asset Management Program	Per Hour/Per Person	\$180.25		
7.0.B	Confined Space Entry Certified (Added to Services)	Confined Space Tech Services (2-Person Crew)	Per Asset	\$257.50		
7.0.C1	MOT Beyond Arrow Boards and Cones - Water	Maintenance of Traffic (MOT Beyond Arrow Boards and Cones) - Water	Per Day	\$1,854.00		
7.0.C2	MOT Beyond Arrow Boards and Cones - Wastewater	Maintenance of Traffic (MOT Beyond Arrow Boards and Cones) - Wastewater	Per Day	\$3,200.00		
7.0.D	Test-Cut / Shut Down Service and Mapping	Valve Tech & Mapping Services in Support of Pipeline Repair (1-Person Crew; 8-Hour Minimum)	Per Hour/Per Person	\$242.05		
7.0.E	Water Services Field Technician - Hourly	Water Services Field Technician w/ Equipment (Non-Repair)	Per Hour/Per Person	\$154.50		
7.0.F	Wastewater Services Field Crew (VAC)	Two-Person Wastewater VAC Crew w/ Equipment (Non-Repair)	Per Hour/Per Crew	\$325.00		

7.0.G	Wastewater Services Field Crew (CCTV)	Two-Person Wastewater CCTV Crew w/ Equipment (Non-Repair)	Per Hour/Per Crew	\$325.00		
7.0.H	Wastewater Services Field Technician	Additional Wastewater Technician – No Equipment (Non-Repair)	Per Hour/Per Person	\$150.00		
7.0.I	GPS-only of Assets	Service to Collect Sub-Foot GPS Data Only (No Other Data Collected)	Each	\$12.00		
Total						\$135,223.06

The TIPS Contract may be executed for a five (5) year term. Pricing includes an estimated annual adjustment of approximately three percent (3%), subject to changes in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, as published by the U.S. Bureau of Labor Statistics. Any annual increase shall be applied on the contract anniversary date and shall not exceed the stated percentage.

The following show year one pricing with an estimated 3% annual price increase.

Year 1	\$ 135,223.06
Year 2	\$ 139,279.75
Year 3	\$ 143,458.14
Year 4	\$ 147,761.89
Year 5	\$ 152,194.75

8.0 PROGRAM CONTRACTING

The TIPS Member must include the Vendor Name and TIPS Contract Name and Number on each purchase order so that Hydromax USA can report contract use to TIPS.

Vendor Name: **Hydromax USA LLC**

TIPS Contract Name and Number: **TIPS Contract 240501; MRO (Maintenance, Repair, and Operations Of Facilities and Grounds) Supplies, Equipment, Tool Rental, Sales and Services)**

9.0 ACCEPTANCE AND AGREEMENT

TIPS requires its members to execute a vendor agreement prior to the performance of any services. By signing below, the TIPS Member accepts the scope of work, associated pricing, and supplemental terms and conditions provided herein. Once signed by both the TIPS Member and Hydromax USA, this document shall constitute an agreement for HUSA to provide the services as defined above.

Accepted on behalf of TIPS Member Lucas, TX:

Signature: _____

Title: _____

Name: _____

Date: _____

Accepted on behalf of Hydromax USA LLC:

Signature: _____

Title: _____

Name: _____

Date: _____

SUPPLEMENTAL TERMS AND CONDITIONS

TIPS CONTRACT 240501 MRO (MAINTENANCE, REPAIR, AND OPERATIONS OF FACILITIES AND GROUNDS) SUPPLIES, EQUIPMENT, TOOL RENTAL, SALES AND SERVICES

The following terms and conditions (these “**Terms**”) shall apply to all services Hydromax USA LLC (“**HUSA**”) performs for TIPS Members (as defined in Section 1) in connection with the above-referenced TIPS contract:

THESE TERMS ARE AN OFFER BY HUSA TO PERFORM SERVICES (AS DEFINED BELOW) FOR THE TIPS MEMBER SUBJECT TO THE APPROVAL OF HUSA’S CREDIT DEPARTMENT, AND MAY BE ACCEPTED ONLY ON THESE EXACT TERMS AND CONDITIONS. THESE TERMS, THE ACCEPTED PROPOSAL (AS DEFINED BELOW) AND ANY OTHER DOCUMENTS SPECIFICALLY REFERRED TO HEREIN OR THEREIN (COLLECTIVELY, THE “**AGREEMENT**”) CONSTITUTE THE EXCLUSIVE, COMPLETE AND FINAL AGREEMENT BETWEEN HUSA AND THE TIPS MEMBER AND THERE ARE NO OTHER AGREEMENTS, REPRESENTATIONS, PROMISES, OR STATEMENTS BETWEEN THE PARTIES EITHER EXPRESSED OR IMPLIED. THIS AGREEMENT SUPERSEDES AND GOVERNS OVER THE TERMS AND CONDITIONS OF ANY DOCUMENT PRESENTED, SENT OR ISSUED BY THE TIPS MEMBER. ALL DOCUMENTATION SHALL BE SUBJECT TO CORRECTION OF STENOGRAPHIC ERRORS. NO VARIATION OF THE AGREEMENT SHALL BE BINDING UPON HUSA UNLESS AND UNTIL SUCH VARIATION HAS BEEN ACCEPTED IN WRITING BY A DULY AUTHORIZED PERSON ON BEHALF OF HUSA. THIS AGREEMENT AND ALL DISPUTES AND LEGAL ACTIVITIES SHALL BE GOVERNED BY AND CONDUCTED AS SET FORTH IN THESE TERMS.

1. DEFINITIONS

- a. “**Accepted Proposal**” means the proposal for Services submitted by HUSA in response to a TIPS posting that has been accepted by the TIPS Member and agreed between the parties. These Terms are an essential part of every HUSA proposal and must be executed by each party for a proposal to be deemed accepted.
- b. “**Person**” means (whether or not capitalized) an individual, corporation, business trust, estate, trust, partnership, association, joint venture, or other legal or commercial entity. This term also includes a government or governmental subdivision, agency or instrumentality.
- c. “**TIPS Member**” means any public entity or qualifying non-profit that has properly joined or utilizes The Interlocal Purchasing System (“**TIPS**”).

2. SERVICES

The services to be performed by HUSA for the TIPS Member shall be detailed and described in the Accepted Proposal (the “**Services**”). Any modifications of the Accepted Proposal and/or any Services set forth therein must be in writing and agreed between the parties to be effective. All costs of changes to the Accepted Proposal and/or any Services requested by the TIPS Member will be at the TIP Member’s expense, subject to these Terms.

3. FEES

- a. Fees: The fee (“Fee”) for the Services shall be as agreed in the Accepted Proposal. Any changes to the Fee must be in writing and agreed between the parties to be effective; provided, however, that, if the changes to the Fee results in pricing that is not already included in the TIPS pricing and approved by TIPS, such pricing will not be effective until it is approved by TIPS. Any changes to the Services requested by the TIPS Member, or required by law or regulation or deemed necessary by HUSA may cause additional fees and costs.
- b. Taxes: The TIPS Member shall be responsible and liable for the payment of all taxes, however designated or incurred, which are paid or payable as a result of or otherwise in connection with the Agreement, including, without limitation, federal, provincial and local, excise, sales, use, goods and services, value added and any taxes or other amounts in lieu thereof, except for any taxes based on HUSA’s net income (collectively, “Taxes”). Notwithstanding the foregoing or anything herein to the contrary, (a) this provision shall not apply if the TIPS Member is tax-exempt and it promptly provides HUSA with a copy of its tax exemption certificate or other proof of tax-exempt status, and (b) the laws and regulations regarding Taxes applicable to the TIPS Member shall control in the event of a conflict.
- c. Payment Terms
 - i. All payments must be made in cash in U.S. Dollars unless otherwise agreed in writing by HUSA. If the currency conversion rate utilized by the TIPS Member in making any payment results in the payment of an amount less than the full amount due in U.S. Dollars for any reason (including, without limitation, a change in the exchange rate between the conversion date and date of actual payment), the TIPS Member shall pay any such shortfall to HUSA immediately upon HUSA’s demand.
 - ii. When HUSA is engaged to perform full program management including all field correlation activities, 90% of payment is due upon completion of field testing. The remaining 10% is billed upon submission of a draft report.
 - iii. All invoices are Net 30 and will be due and payable no later than 60 days from the date of invoice.
 - iv. All payments made by the TIPS Member shall be calculated without reference to any back charge, set-off or counterclaim and shall be made free and clear of and without deduction for or on account of any back charge, set-off or counterclaim.
 - v. All fees, expenses and other payments under the Agreement shall be paid without giving effect to any Taxes. If the TIPS Member is required by law to deduct or withhold any amounts with respect to any Taxes or if any Taxes are required to be paid by HUSA as a result or arising out of the Agreement, the TIPS Member shall pay HUSA such additional amounts as shall be required so that the net amount received by HUSA from the TIPS Member after such deduction, withholding or payment shall equal the amounts otherwise payable to HUSA under the Agreement. If any Taxes are payable with respect to the Fee paid or payable to HUSA under this Agreement, HUSA will add the amount of such Taxes to its invoice and the TIPS Member shall pay HUSA such Taxes.
- d. Late Payments: Where the TIPS Member fails to pay the Fees in accordance with these Terms, HUSA shall have the right, in addition to any other rights or remedies available to it, to charge, and the TIPS Member agrees to pay, interest on such overdue amounts at the rate of the greater of one percent (1.0%) and the maximum amount permitted by law, per month calculated daily, compounded monthly both before and after any court judgement in respect of the same from the date such payment was due including attorney

fees. In addition, HUSA may suspend the performance of Services if any undisputed Fees are not paid to HUSA in accordance with this Agreement.

- e. TIPS Member Financial Conditions: If, during the period of performance of the Agreement, the financial condition of the TIPS Member is determined by HUSA not to justify the terms of payment specified, HUSA may demand full or partial payment in advance before performing (or continuing to perform) under the Agreement, or satisfactory security or guarantees that invoices will be promptly paid when due, or, at its option, without prejudice to other lawful remedies, may defer delivery or cancel the Agreement.
- f. Cost of Collection: The TIPS Member shall be responsible and liable for paying all costs and expenses incurred by HUSA associated with any collections and related efforts (including without limitation reasonable attorneys' fees and costs).

4. WARRANTY

- a. HUSA warrants that it will perform the Services in accordance with the specifications agreed in the Accepted Proposal and in compliance with applicable law. This warranty shall expire twelve (12) months from the date on which the Services were performed. In the event the Services do not conform to this warranty, HUSA will reperform such nonconforming Services. If the Services cannot be reperformed, HUSA shall refund the amount paid by the TIPS Member for such nonconforming Services. The TIPS Member's exclusive remedy and HUSA's sole obligation under this warranty shall be limited to such reperformance or refund.
- b. HUSA further warrants that any parts provided in connection with the Services will be free from defects. This warranty shall expire twelve (12) months from the date on which the part was provided by HUSA to the TIPS Member. In the event a part is defective, HUSA shall, at its sole option, either (1) repair or replace the defective part or components thereof, or (2) refund the price paid for the defective part to the TIPS Member. The TIPS Member's exclusive remedy and HUSA's sole obligation under this warranty shall be limited to such repair, replacement or refund, and shall be conditioned upon HUSA receiving written notice of any defect within a reasonable period of time after the defect was discovered or by reasonable care should have been discovered. In no event shall HUSA's liability for such defective part exceed the price paid by the TIPS Member for such part.
- c. **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE FULLEST EXTENT PERMITTED BY LAW, HUSA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, WITH RESPECT TO SUITABILITY, DURABILITY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. HUSA DOES NOT REPRESENT OR WARRANT (I) THAT THE SERVICES WILL MEET THE TIP MEMBER'S NEEDS OR EXPECTATIONS OR WILL BE AVAILABLE FOR USE AT ANY PARTICULAR TIME, OR (II) THAT THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE. EXCEPT AS SET FORTH HEREIN, THE SERVICES ARE PROVIDED STRICTLY ON AN "AS IS," "AS AVAILABLE" BASIS.

5. LIMITATION OF LIABILITY

- a. Exclusion of Consequential Damages: IN NO EVENT SHALL HUSA BE LIABLE TO THE TIPS MEMBER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT

LIMITATION, ANY DAMAGE OR INJURY TO BUSINESS EARNINGS, LOSS OF DATA, LOST PROFITS OR GOODWILL, ANY INTERRUPTION, INACCURACY OR ERROR AND/OR PERSONAL INJURY SUFFERED BY ANY PERSON ARISING FROM AND/OR RELATED WITH AND/OR CONNECTED TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER BASED ON A WARRANTY CLAIM OR ON A CLAIM OR ACTION OF AGREEMENT, TORT, OR OTHERWISE, EVEN IF HUSA IS ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

- b. Time Limit for Claims: ANY AND ALL CLAIMS, DEMANDS AND ACTIONS THE TIPS MEMBER HAS OR MAY HAVE AGAINST HUSA OR ANY OF ITS EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS ARISING FROM OR IN CONNECTION WITH THE AGREEMENT MUST BE COMMENCED BY THE TIPS MEMBER WITHIN TWENTY-FOUR (24) MONTHS OF THE DATE THAT THE CAUSE OF ACTION FIRST AROSE. ANY AND ALL CLAIMS NOT COMMENCED WITHIN THIS TIME PERIOD WILL BE DEEMED WAIVED AND ABSOLUTELY BARRED. IN NO EVENT SHALL ANY CLAIM OF THE TIPS MEMBER BE COMMENCED AFTER ANY APPLICABLE STATUTORY LIMITATION HAS PASSED.
- c. Limitation of Damages: IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE TIPS MEMBER AGAINST HUSA WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, INCLUDING A BREACH BY HUSA OF ANY OF ITS OBLIGATIONS (WHETHER OR NOT A FUNDAMENTAL BREACH), THE TIP MEMBER'S EXCLUSIVE REMEDY SHALL BE TO RECEIVE FROM HUSA PAYMENT FOR ACTUAL AND DIRECT DAMAGES UP TO THE LIMIT OF THE APPLICABLE INSURANCE PROVIDED BY HUSA (AS SET FORTH IN SECTION 7 BELOW) IN CONNECTION WITH ITS SERVICES IN QUESTION. THE TIPS MEMBER ACKNOWLEDGES AND AGREES THAT: (A) THE ESSENTIAL PURPOSE OF THIS SECTION 5(C) IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY; (B) THE FEES WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF HUSA WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN; AND (C) HUSA HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE SERVICES TO THE TIPS MEMBER.
- d. Claims Against HUSA: The TIPS Member acknowledges and agrees that, to the fullest extent permitted by law, HUSA shall be the TIPS Member's sole and exclusive source for damages arising out of or in connection with the Services being provided under this Agreement, and no claim shall be brought against any employees, directors, officers, shareholders or partners of HUSA, unless the claim arises from the fraud, dishonesty or illegal acts of the person providing the Services.
- e. Proportional Liability: If the TIPS Member sustains any Damages (as defined below) for which HUSA and another person are jointly and severally liable, the TIPS Member agrees that the loss it can recover from HUSA shall be limited so as to be proportional to HUSA's relative contribution to the fault that caused the Damages.

6. INDEMNITY

- a. To the extent permitted by the laws and constitution of the TIPS Member's State, the TIPS Member agrees to indemnify, defend and hold HUSA and its employees, directors, officers, shareholders or partners (collectively, "**HUSA Indemnitees**") harmless from and against any and all claims, actions, lawsuits, proceedings, damages, losses, liabilities, penalties, fines, costs, and expenses (including reasonable attorneys' fees and court costs) (collectively, "**Damages**") arising from, related to or in connection with the fraud, gross negligence or willful misconduct of the TIPS Member or its affiliates and its and their employees, directors, officers, shareholders or partners.

- b. HUSA agrees to indemnify, defend and hold the TIPS Member harmless from and against any and all Damages arising from, related to or in connection with the negligence or willful misconduct of HUSA or its employees, directors, officers, shareholders or partners.

7. INSURANCE

- a. Minimum Coverage. HUSA will maintain no less than the following insurance coverages and limits during the term of this Agreement (each, a “Policy” and collectively, the “Policies”).
 - i. Commercial General Liability (“CGL”): combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 - ii. Automobile Liability (“Auto”): combined single limit of \$1,000,000 with coverage for owned and leased automobiles. Automobile coverage is only necessary if HUSA’s vehicles are used in the provision of Services hereunder and/or are brought onto the TIPS Member’s site;
 - iii. Worker’s Compensation: statutory limits for the jurisdiction in which HUSA provides Services hereunder;
 - iv. Employers Liability: \$1,000,000 per accident/disease; and
 - v. Umbrella Liability: \$1,000,000 per occurrence and in the aggregate.
- b. Additional Insured. HUSA will add the TIPS Member as an additional insured on each of the CGL and Auto Policy if being used to meet the standard of the General Liability and Automobile Liability.
- c. Certificates of Insurance. Upon written request of the TIPS Member, HUSA shall provide the TIPS Member with current valid certificates of insurance verifying that the insurance requirements have been met and the Policies are in full force and effect.
- d. Notification. All Policies will [not be suspended, voided, cancelled, non-renewed or reduce below the coverages or limits set out in (a) above unless replaced by a policy with at least the same coverages or limits as the prior Policy except after thirty (30) days’ prior written notice has been given to the TIPS Member by certified mail, return receipt requested] [provide a minimum thirty (30) day endeavor to notify the TIPS Member, when available, by HUSA’s insurer].
- e. Damages. The TIPS Member waives all rights against HUSA and its employees, directors, officers, shareholders or partners for recovery of damages to the extent these damages are covered by the Policies maintained as required herein.

8. FORCE MAJEURE

HUSA is not responsible or liable for any delays or nonperformance arising from or in connection with any act of the TIPS Member or any person acting on the TIPS Member’s behalf, earth movement, fire, flood, explosion, the elements, other catastrophes, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage, acts of any governmental or regulatory authority substantially affecting HUSA’s operations, in the event HUSA suspends or discontinues business for any reason, or for any other reason beyond HUSA’s reasonable control.

9. GOVERNING LAW; VENUE

Each of the TIPS Member and HUSA expressly agree that (a) this Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to the conflict of laws provisions thereof, and (b) any action or proceeding relating to this Agreement shall be brought exclusively in a State court of competent jurisdiction located in Denton County, Texas, or, if a Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas. Each Party hereby irrevocably consents to the jurisdiction of such courts and waives any objections it may have to personal jurisdiction, venue or forum. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10. TERM; TERMINATION

- a. Term: This Agreement shall commence as of the date the parties execute these Terms and shall continue until the completion of HUSA's Services, unless terminated earlier in accordance with this Agreement.
- b. Termination for Convenience: Either party may terminate this Agreement at any time by providing thirty (30) days' prior written notice to the other party.
- c. Termination for Cause: This Agreement may be terminated immediately upon written termination from one party (the "**Terminating Party**") to the other (the "**Terminated Party**") if any of the following occur:
 - i. the Terminated Party defaults in the performance of any of its material duties under this Agreement and, after written notice of such default, fails to cure such default within thirty (30) days (or, if such default cannot be cured in such time, does not give within thirty (30) days such assurance of cure as shall be reasonably satisfactory to the Terminating Party);
 - ii. the Terminated Party is dissolved (other than pursuant to a consolidation, amalgamation or merger) or has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
 - iii. a court having jurisdiction in the premises shall enter a decree or order for relief, and such decree or order shall not have been vacated within sixty (60) days, in respect of the Terminated Party in any involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or appoint a receiver, liquidator, assignee, trustee, administrator, sequestrator or similar official for the Terminated Party or any substantial part of its property or order the winding-up or liquidation of its affairs; or
 - iv. the Terminated Party commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, consents to the entry of any order for relief in an involuntary case under any such law, consents to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for the Terminated Party or any substantial part of its property, consents to the taking of possession by any such official or any substantial part of its property, makes any general assignment for the benefit of creditors or fails generally to pay its debts as they become due.

Each Party hereunder agrees that, if any of the events specified in clauses (ii), (ii) or (iv) of this Section 9(c) occurs, it shall use reasonable efforts to give written notice thereof to the other Party within five (5) business days after the occurrence of such event.

- d. Effect of Termination: Upon termination of this Agreement by any party, HUSA shall immediately cease the performance of the Services and the TIPS Member shall be liable for payment of all fees, costs and other expenses and disbursements accrued or incurred up to the date of such termination in accordance with this Agreement.

11. MISCELLANEOUS

- a. Field Representative: A HUSA Field Representative may assist the TIPS Member, however, that Representative has no authority to bind HUSA in any way. HUSA shall not be held liable or responsible for any instructions or technical advice in connection with the Services hereunder.
- b. Compliance with Laws: HUSA will not undertake any Services that are prohibited by government regulation or the laws of the United States or the State of Texas or, as the case may be, by government regulation or the laws of any jurisdiction in which the Services are carried out or in which the TIPS Member is incorporated or has its principal place of business. HUSA will also not directly or indirectly pay or promise to pay, or authorize the payment of any money, or give, promise to give or authorize the giving of anything of value to any person, including any government official, legal professional or person affiliated with a legal organization or institution, to obtain improper information or secure any improper advantage for the TIPS Member in the course of carrying out the Services.
- c. Relationship of Parties: As between themselves, the parties are independent contractors. Neither party will be deemed to be an employee, agent, partner, joint venturer, or legal representative of the other party for any purpose, and neither party will have any right, power, or authority to obligate the other party.
- d. Binding Agreement: This Agreement shall be binding upon and shall endure to the benefit of HUSA and the TIPS Member and their respective heirs, executors, administrators, receivers, legal representatives, successors and permitted assigns.
- e. Assignment: Notwithstanding anything to the contrary contained herein, the obligations of HUSA under these Terms may be assigned or delegated to any company affiliated with HUSA, including all subsidiaries of HUSA and its employees and agents, provided that HUSA shall remain responsible to the TIPS Member as otherwise provided.
- f. Severability: In the event that any provision (or any portion of a provision) of these Terms shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision hereof and these Terms shall be construed as if such invalid, illegal or unenforceable provision (or portion of a provision) had never been contained herein in regards to that particular jurisdiction.
- g. Publicity: HUSA may disclose the existence of these Terms, the Agreement or the relationship between the parties. Without HUSA's prior written consent, the TIPS Member shall not use HUSA's name, logo, trademark or service mark and shall not issue any press release or otherwise make any public statements with respect to this Agreement or the contemplated arrangement hereunder.
- h. Waiver. No provision of, right or privilege under this Agreement shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of any party, its agents or employees, but only by an

instrument in writing duly executed by both parties. No waiver by any party of any breach or default of any provision of this Agreement by the other party shall be effective as to any other breach or default, whether of the same or any other provision and whether occurring prior to, concurrent with, or subsequent to the date of such waiver.

- i. Counterparts. This Agreement may be executed in counterparts (which may be exchanged by fax or PDF), each of which will be deemed an original, but all of which together will constitute the same Agreement.



City of Lucas City Council Agenda Request March 19, 2026

Requester: Jeremy Bogle, Public Works Director

Agenda Item Request:

Consider authorizing the City Manager to negotiate and enter into an agreement with MasterTurf Products and Service, Inc. to level and fill the infield at Kenneth R. Lewis Park to alleviate the issue of the field holding water after rain events, in an amount not to exceed \$35,375.00, using funds from Account 11-6211-417, Park Improvements.

Background Information:

The infield at Kenneth R. Lewis Park currently has areas that are up to approximately six inches lower than the surrounding grade, which causes the field to retain water for extended periods following rain events. In some cases, the infield remains unusable for several weeks after rainfall due to standing water.

This project will fill and regrade the infield using materials designed to shed water and dry more quickly, allowing the field to be placed back into service in a much shorter time after rain events. The work includes repairing the home plate and pitching areas, filling and correcting low spots, laser leveling the entire infield, and re-sodding any areas where turf is disturbed during construction.

Staff contacted surrounding cities, including McKinney and Plano, to determine which contractors they use for similar infield repair and leveling work. Both cities reported using MasterTurf Products and Service, Inc., the contractor providing the scope and pricing for this project.

While this project would utilize most of the remaining Park Improvements budget for the current fiscal year, staff believes it is important to improve the functionality and usability of the existing field so it can be more consistently used during periods of wet weather and increase overall field utilization.

Attachments/Supporting Documentation:

1. City of Lucas Kenneth R Lewis in field Quote

Budget/Financial Impact:

The total cost for the project is an amount not to exceed \$35,375, which will be funded from the

Park Improvements account (11-6211-417). This expenditure will utilize \$35,375 of the \$38,012 currently remaining in the Park Improvements budget for the fiscal year.

Recommendation:

It is the recommendation of staff that City Council approve entering into an agreement with MasterTurf Products and Service, Inc. to level and fill the infield at Kenneth R. Lewis Park

Motion:

Consider authorizing the City Manager to negotiate and enter into an agreement with MasterTurf Products and Service, Inc. to level and fill the infield at Kenneth R. Lewis Park in an amount not to exceed \$35,375.00, using funds from Account 11-6211-417, Park Improvements.

MasterTurf Products and Service, Inc.

1852 Norwood Plaza Suite 201 Hurst, TX 76054 Office (817) 494-3222 Cell (817) 929-0166 Fax (817) 494-3322

March 10, 2026

Jeremy Bogle
City of Lucas
665 Country Club Rd
Lucas, TX 75002

Dear Jeremy,

The following information is being provided as requested per our conversations, regarding Kenneth R Lewis Practice Field:

PRACTICE FIELD

Description

Scope of Work: Remove existing spoils/sod Back Arc, Spoils/sod to be hauled off onsite, Till-in 450 tons of Masterseal Conditioner, Semi-grade, Install 150-200 tons of Masterseal Infield Mix, Repair Homeplate and Pitching Mound areas with Clay Bricks and Laser Grade before installing Tif-419 Bermuda Sod in Back Arc area..

Price

\$ 28,625 - 35,375.00

Price is subject to change due to freight and fuel surcharge increases. (Price is good thru 05/10/2026)

Laser Grading the above mentioned areas with laser graded equipment with a consistent grade towards the outfield grass and/or sides, based only on your current contour of the field.

All sprinkler heads need to be identified around areas being worked on, along with entering and exiting the fields.

Should you have any questions, feel free to contact me at your convenience.

Sincerely,

Stan Standridge, Jr.
MasterTurf Products and Service, Inc.



**City of Lucas
City Council Agenda Request
March 19, 2026**

Requester: Interim Fire Chief Lasky

Agenda Item Request:

Consider an update from the Lucas Fire Department.

Background Information:

The Fire Department will provide a status update on several ongoing initiatives and projects, including the implementation progress of the 48/96 shift schedule, acquisition timelines for the new engine and new ambulance, and development of the department's blood administration program. Additional updates will include progress on the accessory building project, restoration efforts for Ole' Streaker, and continued enhancements to the department's Rehab program to support firefighting operations.

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA



**City of Lucas
City Council Agenda Request
March 19, 2026**

Requester: John Whitsell, City Manager

Agenda Item Request:

The City Council will convene into executive session pursuant to Section 551.074 of the Texas Government Code to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. Fire Chief

Background Information:

N/A

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:

N/A



**City of Lucas
City Council Agenda Request
March 19, 2026**

Requester: John Whitsell, City Manager

Agenda Item Request:

The City Council will convene into executive session pursuant to Section 551.072 of the Texas Government Code to deliberate on the purchase, exchange, lease, or value of real property.

Background Information:

N/A

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

N/A

Recommendation:

N/A

Motion:

N/A



**City of Lucas
City Council Agenda Request
March 19, 2026**

Requester: City Council

Agenda Item Request:

Reconvene from Executive Session and take any action necessary as a result of the Executive Session.

Background Information:

NA

Attachments/Supporting Documentation:

None

Budget/Financial Impact:

NA

Recommendation:

NA

Motion:

NA