

**CITY OF FAIRFIELD
CITY COUNCIL MEETING
JULY 26, 2022**

THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS WILL CONVENE INTO A **REGULARLY CALLED MEETING AT 6:00PM ON TUESDAY, JULY 26, 2022** AT THE **GREEN BARN CIVIC CENTER, 839 EAST COMMERCE STREET, FAIRFIELD, TX.** PURSUANT TO SECTION 551.127 OF THE TEXAS GOVERNMENT CODE.

NOTICE: AT ANY TIME DURING THE CITY COUNCIL MEETING, THE CITY COUNCIL MAY ADJOURN INTO EXECUTIVE SESSION FOR ANY REASON LISTED ON THIS AGENDA PURSUANT TO ANY APPLICABLE SECTION OF THE TEXAS GOVERNMENT CODE, CONSULTATION WITH ATTORNEY- SECTION 551.071, REAL PROPERTY DELIBERATION - SECTION 551.072, DELIBERATION ON GIFTS - SECTION 551.073, PERSONNEL MATTERS- SECTION 551.074, DISCUSSION OF SECURITY MEASURES- SECTION 551.076 AND ECONOMIC DEVELOPMENT - SECTION 551.087.

H.B.NO.2840-Section 551.001(3)(b) and (c). A governmental body shall allow each member of the public who desires to address the body regarding an item on the agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item. A governmental body may adopt reasonable rules regarding the public's right to address the body under this section, including rules that limit the total amount of time that a member of the public may address the body on a given item.

1. CALL TO ORDER; PRAYER AND PLEDGE
2. VISITORS AND CITIZENS FORUM: AT THIS TIME, ANY PERSON WITH BEFORE THE COUNCIL NOT SCHEDULED ON THE AGENDA MAY SPEAK TO THE COUNCIL. NO FORMAL ACTION CAN BE TAKEN ON THESE ITEMS AT THIS TIME.
3. DISCUSSION AND POSSIBLE ACTION TO ACCEPT THE RESIGNATION OF SHAQUERA MEANS
4. DISCUSSION AND POSSIBLE ACTION ON A PURCHASE REQUEST FOR MIMS CREEK WASTEWATER TREATMENT PLANT
5. DISCUSSION AND POSSIBLE ACTION ON A REQUEST TO CLEAR THE REMAINDER OF THE CREEK AT THE CITY PARK
6. DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH

SLEDGE ENGINEERING, LLC FOR THIRD PARTY DESIGN-BUILD
SERVICES

7. ADJOURN

I CERTIFY THAT THE ABOVE NOTICE OF MEETING WAS POSTED BY SATURDAY, JULY 23, AT 6:00 P.M. ON THE BULLETIN BOARD AT CITY HALL, 425 WEST COMMERCE STREET, AND AT GREEN BARN CIVIC CENTER BUILDING, 839 EAST COMMERCE STREET, FAIRFIELD, TEXAS, AND WILL REMAIN POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING SCHEDULED TIME OF THE MEETING, I FURTHER CERTIFY THAT THE FOLLOWING NEWS MEDIA AND WEBSITE HOSTING WAS PROPERLY NOTIFIED OF THIS MEETING AS STATED ABOVE: FAIRFIELD RECORDER AND FREESTONE COUNTY TIMES, FAIRFIELD, TX.

A handwritten signature in black ink, appearing to read "Nate Smith", written over a horizontal line.

Nate Smith, City Administrator

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS SHOULD BE MADE FORTY-EIGHT (48) HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (903) 389-2633 FOR FURTHER INFORMATION

**City Council
City of Fairfield, Texas
Agenda Action Form**

AGENDA DATE:	July 26, 2022	AGENDA ITEM	Resignation of Shaquera Means
AGENDA SUBJECT: DISCUSSION AND POSSIBLE ACTION ON THE RESIGNATION OF SHAQUERA MEANS			
PREPARED BY:	Nate Smith/David Utsey	Date Submitted:	July 22, 2022
EXHIBITS:	Letters of Resignation		
BUDGETARY IMPACT			
CITYADMINISTRATOR APPROVAL:			
			
SUMMARY:			
Police Officer Shaquera Means has submitted her resignation. Earlier this month, Means was hired by the Fairfield Independent School District as a campus police officer.			
RECOMMENDED ACTION:			
Recommend accepting the resignation			

Dear Chief Utsey,

After speaking with Chief Barlow, he requested my presence at the school sooner than later. I am now requesting that my last day on patrol be Friday **July 15, 2022**. I would like to use my vacation and comp time until my official last day Tuesday **July 26, 2022**. I spoke with Assistant Chief Gallegos in reference to this matter and he advised that he understood, and it should not be a problem. I wanted to run it by as well you for your approval.

All the best,


Shaquera R Means

Chief David Utsey
839 E. Commerce St.
Fairfield, Tx 75840

Dear Chief Utsey

I, Officer Shaquera Means badge 310 am writing you this letter today to inform you that I will be ending my employment as an officer with the Fairfield Police Department effective as of **July 26, 2022**.

I have had nothing but a positive experience working as an officer with this department. I would like to say thank you to this department for believing in me and giving me the opportunity to protect and serve this amazing city. Throughout my time being employed at this department I have learned so much and I will use the knowledge that you all instilled in me on my next adventure.

I appreciate the opportunity that has been presented to me and I am sincerely grateful for everything you all have done.

Thank you again for giving me a chance. I wish you and the other officers of Fairfield Police Department nothing but success. If there is any way that I can make this process easier, please do not hesitate to contact me.

All the best,


Shaquera R. Means

**City Council
City of Fairfield, Texas
Agenda Action Form**

AGENDA DATE:	July 26, 2022	AGENDA ITEM	Mims Creek Purchase Request
AGENDA SUBJECT:	DISCUSSION AND POSSIBLE ACTION ON A PURCHASE REQUEST FOR MIMS CREEK WASTEWATER PLANT		
PREPARED BY:	Nate Smith/Clyde Woods	Date Submitted:	July 22, 2022
EXHIBITS:	Purchase Request; Quotes		
BUDGETARY IMPACT			
CITYADMINISTRATOR APPROVAL:			
SUMMARY:			
A bull gear on one of the clarifiers at Mims Creek needs replaced. Clyde Woods will explain the process. The first quote is the replacement parts necessary for repair. The second quote is for a new gear that staff would like to appropriate in the 2022-23 Budget.			
RECOMMENDED ACTION:			
Recommend approval			



City of Fairfield

222 South Mount Street
Fairfield, Texas 75840
Telephone: (903) 389-2633
Fax: (903) 389-6327

VENDOR NAME: Walker Process

ADDRESS 840 N. Russell Ave.
Aurora, ILL. 60606

TELEPHONE: 630-264-5244 **FAX:** _____

VENDOR REP: Brian Freeman **DATE:** 7/20/2022

QUOTED PRICE IS VALID THROUGH DATE: 30 days

FUND/DEPT CODE: 02-5-08-6111 **BALANCE:** _____

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
	Please see quotation		\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		Subtotal	\$ 15,288.00
		Shipping	
		Total	\$ 15,288.00

REQUEST BY: /s/ Clyde Woods **DATE:** 7/20/2022

DIRECTOR: /s/ Nate Smith **DATE:** 7/20/2022

PURCHASING: _____ **DATE:** _____

07-19-2022

QUOTE

24358

CONTRACT#: P40460A

WALKER PROCESS

A DIVISION OF MCNISH CORPORATION

840 N RUSSELL AVE
AURORA, ILLINOIS 60506
PHONE: (630) 892-7921
FAX: (630) 892-7951

Brian Freeman
(630) 264-5244
bfreeman@walker-process.com

CUSTOMER: FAIRFIELD TX
222 SOUTH MOUNT STREET
FAIRFIELD, TX 75840

CONTACT: RUSTY SHAY
PHONE: 903-389-2633
FAX:

JOB NAME: NEW MIMS CREEK MWWT
FAIRFIELD, TX

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	SHIPMENT
2	DRIVEN SPROCKET REF #3	190.00	380.00	1 WK ARO
2	DRIVE CHAIN REF #4	110.00	220.00	STOCK
1	WORM SHAFT/WORM GEAR. SOLD AS SET. REF # 9/ #33	4,850.00	4,850.00	STOCK
1	BEARING REF #10	20.00	20.00	STOCK
1	OIL SEAL REF #13	15.00	15.00	STOCK
1	BEARING REF #14	220.00	220.00	STOCK
2	LOCK NUT REF #15	20.00	40.00	STOCK
1	LOCK WASHER REF # 16	10.00	10.00	STOCK
1	THRUST RING REF #17	375.00	375.00	STOCK
1	OIL SEAL REF # 23	10.00	10.00	STOCK
1	WORM GEAR HUB REF #34	690.00	690.00	STOCK
1	PINION SHAFT REF # 35	4,650.00	4,650.00	STOCK
1	BEARING REF #36	190.00	190.00	STOCK
1	OIL SEAL REF # 38	45.00	45.00	STOCK
1	BEARING REF #39	170.00	170.00	STOCK
79	BEARING BALL REF # 47	7.00	553.00	STOCK
1	SET OF ROLLED RACES FOR 28" GEAR/HOUSING. REF 48/49/50	2,750.00	2,750.00	STOCK
1	SHIM SET REF 52	75.00	75.00	STOCK
1	SHIM SET REF # 53	25.00	25.00	STOCK

Net 30 Days after Shipment

\$15,288.00

Note:

Prices are firm for thirty (30) days from this quotation. All prices quoted are based on buyers acceptance to the companies standard terms of sales, and/or additional terms on this quotation. Printed copies can be mailed upon written request. The prices quoted are subject to adjustment to reflect changes in the cost of material (A) and other items (B) to Walker Process Division of McNish Corporation that occur between quotation time and time materials are purchased as measured by:

- A. The appropriate material indices, such as North American Carbon Steel Price Index.
- B. Price revisions for items not manufactured by Walker Process, Division of McNish Corporation

Taxes: Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer's purchase of Seller's goods shall be paid by Buyer directly to the appropriate governmental authority.

SIGNED: _____ **DATE:** _____

Delivery Terms

F.O.B. Aurora, IL or point of shipment with freight prepaid and added to the invoice.

Payment Terms

Net 30 Days of Order

Minimum Order

\$50.00

NOTE: Walker Process Equipment accepts credit card payments for order not exceeding \$9,000.00.

Credit Card Orders are subject to a 3% credit card fee. Walker Process Equipment must be advised at the time of placing the order that payment will be made by a credit card.

When ordering parts, please refer to Contract Number: **p40460a** and Quote No. **24358**

BY: **Brian Freeman** - (630) 264-5244

REPAIR SALES

07-20-2022

QUOTE

24361
CONTRACT#: P40460A

WALKER PROCESS
A DIVISION OF MCNISH CORPORATION
840 N RUSSELL AVE
AURORA, ILLINOIS 60506
PHONE: (630) 892-7921
FAX: (630) 892-7951
Brian Freeman
(630) 264-5244
bfreeman@walker-process.com

CUSTOMER: FAIRFIELD TX
222 SOUTH MOUNT STREET
FAIRFIELD, TX 75840

CONTACT: RUSTY SHAY
PHONE: 903-389-2633
FAX:

JOB NAME: NEW MIMS CREEK MWWT
FAIRFIELD, TX

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	SHIPMENT
1	WALKER 28H6T SPUR GEAR DRIVE ASSEMBLY COMPLETE. INCLUDES FINISH PAINT (GRAY), FREIGHT TO JOBSITE, AND ONE TRIP/ONE DAY FIELD SERVICE STARTUP INSPECTION. NO FIELD MODIFICATIONS REQUIRED.	37,700.00	37,700.00	16 WKS ARO

Net 30 Days after Shipment

\$37,700.00

Note:

Prices are firm for thirty (30) days from this quotation. All prices quoted are based on buyers acceptance to the companies standard terms of sales, and/or additional terms on this quotation. Printed copies can be mailed upon written request. The prices quoted are subject to adjustment to reflect changes in the cost of material (A) and other items (B) to Walker Process Division of McNish Corporation that occur between quotation time and time materials are purchased as measured by:

- A. The appropriate material indices, such as North American Carbon Steel Price Index.
- B. Price revisions for items not manufactured by Walker Process, Division of McNish Corporation

Taxes: Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer's purchase of Seller's goods shall be paid by Buyer directly to the appropriate governmental authority.

SIGNED: _____ **DATE:** _____

Delivery Terms

F.O.B. Aurora, IL or point of shipment with freight prepaid and added to the invoice.

Payment Terms

Net 30 Days of Order

Minimum Order

\$50.00

NOTE: Walker Process Equipment accepts credit card payments for order not exceeding \$9,000.00.
Credit Card Orders are subject to a 3% credit card fee. Walker Process Equipment must be advised at the time of placing the order that payment will be made by a credit card.

When ordering parts, please refer to Contract Number: **P40460A** and Quote No. **24361**

BY: Brian Freeman - (630) 264-5244

REPAIR SALES

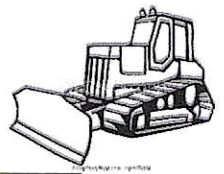
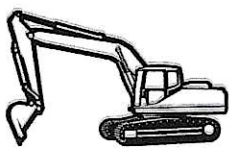
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**City Council
City of Fairfield, Texas
Agenda Action Form**

AGENDA DATE:	July 26, 2022	AGENDA ITEM	Creek Clearing
AGENDA SUBJECT:	DISCUSSION AND POSSIBLE ACTION ON A REQUEST TO CLEAR THE REMAINDER OF THE CREEK AT THE CITY PARK		
PREPARED BY:	Nate Smith/Clyde Woods	Date Submitted:	July 22, 2022
EXHIBITS:	Quotation		
BUDGETARY IMPACT			
Total Cost of \$24,000			
CITYADMINISTRATOR APPROVAL:			

SUMMARY:
By request, Public Works Director Clyde Woods obtained a quotation from Crowell Land Services to clear the remainder of the creek at the City Park.

RECOMMENDED ACTION:
City Administrator recommends appropriating work in the 2022-23 Budget.
If the council decides to fund the work in the current fiscal year, a budget transfer to 01-5-14-6040 Parks Beautification will be required.



CROWELL FARM & LAND SERVICES LLC

PHONE: (903) 390 3229

299 FM-2570 Fairfield TX

DATE: 7/12/2022

ESTIMATE FOR: city of Fairfield

JOB DESCRIPTION: Take out trees, haul in clay, make creek strait and slope sides.

EQUIPMENT: dump truck, track hoe, dozer.

COST: \$10,000. bridge to bridge

\$14,000. 84 to basketball court

THANK YOU FOR YOUR BUSINESS

**City Council
City of Fairfield, Texas
Agenda Action Form**

AGENDA DATE:	July 26, 2022	AGENDA ITEM	Third Party Design-Build Services
AGENDA SUBJECT:	DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING THE MAYOR TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH SLEDGE ENGINEERING, LLC FOR THIRD PARTY DESIGN-BUILD SERVICES		
PREPARED BY:	Nate Smith	Date Submitted:	July 22, 2022
EXHIBITS:	Professional Services Agreement		
BUDGETARY IMPACT			
Total Cost of \$14,000			
CITYADMINISTRATOR APPROVAL:			
SUMMARY:			
On Friday, July 22, the City of Fairfield closed its purchase of the office building at 527 E. Commerce St., currently occupied by Wells Fargo. When Wells Fargo moves out of the building by October 31, the goal is to immediately begin reconfiguration of the building to house the Police Department, Municipal Court, Utility Billing, City Administration and City Council. Approximately \$268,000 will be available for the reconfiguration. The first step in this process is to enter Sledge Engineering, LLC for third-party design-build services. Sledge, led by Fairfield native Casey Sledge, will then help the city with the necessary two-step process for selecting a design-build firm to undertake the necessary reconfigurations.			
RECOMMENDED ACTION:			
Recommend approval			



PROFESSIONAL SERVICES AGREEMENT

CLIENT: City of Fairfield
425 W Commerce St
Fairfield, TX 75840

PROJECT: City of Fairfield – 2022 City Hall Renovation Project
Design-Build 3rd Party Services

SLEDGE ENGINEERING, LLC
481 Tucek Road, Taylor, TX 76574, Phone (512) 365-1888
TBPE Firm Registration #F-7769; Tax ID # 20-1010411

This AGREEMENT is entered into by **CITY OF FAIRFIELD** ("Client"), owner of the Project, and **Sledge Engineering, LLC** ("Sledge"). In consideration of the Agreements herein, the parties agree as follows:

- I. **ENGAGEMENT OF SLEDGE:** In accordance with the terms of this AGREEMENT, Client agrees to contract with Sledge; Sledge agrees to perform professional services in connection with the project referenced above and described below ("Project"); and Client agrees to pay to Sledge compensation. Sledge and its employees and agents are at all times an independent contractor and under no circumstances will Sledge and its employees or agents be considered employees or agents of Client. The Project is described as follows:

2022 City Hall Renovation Project

Project is estimated to cost approximately \$300,000 and be completed within 12 months.

II. **SCOPE OF SERVICES / COMPENSATION:**

A. **SCOPE OF SERVICES ("Services")**

1. **SERVICES INCLUDED IN THIS SCOPE OF SERVICES:**

- 1) Report to Client as needed for Project, via written or verbal communication with the Owner's designated representative.
- 2) Review and Evaluate Project Status with Owner, Consultants, Contractors
- 3) Review Project and Construction schedules developed by Design Build Team at various stages of the project.



- 4) RFQ - Design-Build Firm/Team Selection Process
 - i) Review Prepared RFQ for selection of Design Build Firm/Team (2 Step with first step being selection based on qualification based on state law requirement and second step being pricing by contractor)
 - ii) Review bid advertisement by Owner
 - iii) Review schedule for bid advertisements, Pre-Proposal Conference (if needed), Receive Proposals, Short-list Firms for Interviews, Award.
 - iv) Assist Owner with review and selection process for Design Build Firms including interviews for up to 3 firms (interviews to be attended via teleconference or video conference).
 - v) Assist in selection recommendation for Owner's Council Meeting for award of project to Design Build Firm/Team.
- 5) Design Development:
 - i) Meet via telecommunications with Design Build Team (professionals and contractors), as appropriate during scope review phase
 - ii) Review Scope and fee proposed by Design Build Team and provide written recommendation to Owner
 - iii) Review any proposed design plans and documents prepared by Design Build Team.
 - iv) Review permit requirements with Design Build Team. (Permits shall be secured by the Design Build Team.)
- 6) Construction Observation - Perform construction observation as needed including:
 - i) Pre-Construction Meeting (attend via teleconference or video conference)
 - ii) Meet via telecommunications with Design Build Team (professionals and contractors) as appropriate during construction phase (one meeting assumed per month)
 - iii) Assist Owner with review of project updates for Owner's Monthly Council Meeting (attendance at Council Meetings is not included)
 - iv) Review monthly pay requests submitted by Design Build Team and provide written recommendation of payment (via email).
 - v) Review construction schedule as updated monthly by the contractor.
 - vi) Review change orders and claims and make recommendations to Owner.
 - vii) Monitor submittal and shop drawing process (review not included).
 - viii) Monitor Operation and Maintenance manuals are submitted by contractors (review not included)
 - ix) Attend Final Inspection (staged completions are not assumed – 1 final inspection included; meeting on site included for final inspection).
 - x) Assist Owner in Project Close-out including receipt of typical documents from the contractor including release of liens, record drawings, O&M manual, warranty certificates, and final pay request releasing retainage.



2. SERVICES EXCLUDED:

- Establish and maintain Project schedules and budgets for entire program throughout life of the project
- Project Accounting including vendor invoice processing or tracking
- Report to Owner or Owner's Council monthly or as needed for Project
- Work with Owner's appointed committees and staff during Pre-Bond Planning
- Coordinate conceptual designs and cost estimations
- Provide Project scopes, goals, and objectives
- Coordination or oversight of any project consultants or vendors
- Conduct public meetings as needed
- Support Owner's communication and dialogue with local community
- Contract administration, negotiations and firm selection assistance
- Master Planning Development and Review by contributing consultants
- Bidding:
 - Provide bidding options
 - Review and oversee all bidding processes
 - Assist design team(s) with bidding processes
- Construction Observation:
 - Perform construction audit throughout Projects
 - Assist with schedule and budget control
 - Assist design team review with shop drawings and submittals
 - Issue instructions from Owner to contractor with interpretations and clarifications of plans and specifications
 - Prepare and administer change orders
 - Make recommendations as to acceptability of work
 - Review progress payments and make recommendations
 - Review contractor's record drawing information
 - Assist with final inspections at completion including punch list administration
 - Recommend final acceptance to Owner
- Architectural and Engineering design
- Certified Code Review
- Surveying
- Environmental assessments
- Easement document preparation
- Geotechnical engineering
- Payment of fees of any kind
- Financial audit
- Other services not specifically referenced within this AGREEMENT.

B. COMPENSATION

3rd Party Engineering Oversight

LUMP SUM FEE = \$14,500



SE shall be paid the total base fee by Client in accordance with the following schedule ("Progress Payment Schedule"):

Design Development Phase =	50%
Bidding Review =	10%
<u>Construction Phase =</u>	<u>40%</u>
Total =	100%

Progress payments may be requested by SE based on the amount of services completed. Payment for the services of SE shall be due and payable upon receipt.

Site Visit Rates for additional in-person site visits as requested by Owner in addition to included scope = **\$800 per site visit** only upon authorization from Owner.

III. TERMS AND CONDITIONS OF AGREEMENT:

The following Terms and Conditions of AGREEMENT shall govern the relationship between the Client and Sledge.

- A. **OWNER RESPONSIBILITIES:** Client will assist Sledge by making available to Sledge information pertinent to the Project including previous reports and any other data provided to Client relative to the design or construction of the Project. Sledge shall have no liability for defects or negligence in the Services attributable to Sledge's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Client. Sledge shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Client to Sledge that Sledge may reasonably discover in its review and inspection thereof. Client shall provide data and assistance promptly as needed to maintain Project schedules.
- B. **OPINION OF PROBABLE COSTS:** Sledge will in a commercially reasonable manner advise client regarding potential variables related to costs. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by Sledge hereunder will be made on the basis of Sledge's experience and qualifications and represent Sledge's judgment as an experienced and qualified professional. It is recognized, however, that Sledge does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining their prices.
- C. **CONSTRUCTION and DESIGN REPRESENTATION:** Sledge will furnish construction representation according to the defined scope of Services. In providing Services under this AGREEMENT, Sledge will observe the progress and the quality of the design professional



and construction related work performed by third party contractors to determine in general if the work is proceeding in accordance with the contract documents applicable to such work. In performing these Services, Sledge will endeavor to protect Client against defects and deficiencies in the work of contractors, and will promptly report any observed deficiencies to Client; however, it is understood that Sledge does not guarantee the contractors' performance, nor is Sledge responsible for the supervision of the contractors' operation and employees. Sledge shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the contractors, or the safety precautions and programs incident to the work of the contractors. Sledge shall not be responsible for the acts or omissions of any person at the Project site or otherwise performing any of the work of the Project; however Sledge shall be responsible for the acts and omissions of, as well as supervision and site safety measures for, its own employees, subcontractors and agents. SE shall not be responsible for the means, methods, techniques, sequences, or procedures of design selected by the designer or other consultants. SE shall not be responsible for the acts or omissions of any person (except their own employees or agents) at the project site or otherwise performing any of the work of the project.

- D. **MEDIATION:** Prior to arbitration or litigation, the parties shall endeavor to settle disputes by mediation unless the parties mutually agree otherwise. Demand for mediation shall be filed in writing with the other party to this AGREEMENT. A demand for mediation shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- E. **TERMINATION:** This AGREEMENT may be terminated with or without cause by either party upon written notice to the non-terminating party. If this AGREEMENT is terminated during the course of performance of the Project, Sledge shall be paid the reasonable value of the Services performed during the period prior to the effective date of termination of the AGREEMENT. If, prior to termination of this AGREEMENT, any work designed or specified by Sledge during any phase of the Project is suspended in whole or in part for more than three months or abandoned after written notice from Client, Sledge shall be paid the reasonable value for such Services performed prior to receipt of such notice in an amount agreed to by both parties.
- F. **LIMITATION OF LIABILITY:** In recognition of the relative risks and benefits of the project to both the Client and Sledge, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Sledge, its individual owners, principals, partners, and employees to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause including attorney's fees and cost, so that the total aggregate liability of Sledge to the Client shall not exceed the total of fees paid to Sledge for services rendered on this project. It is intended that this limitation apply to any



and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

- G. INSURANCE:** Sledge represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Sledge's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / \$3,000,000 agg). Certificates of insurance will be provided upon request. Client shall be named as an additional insured for the above insurance coverages. Client and Sledge shall waive subrogation against the other party on all general liability and property coverage.

This AGREEMENT is executed in two counterparts. IN TESTIMONY HEREOF, they have executed this AGREEMENT:

CITY OF FAIRFIELD (Client)

By: _____

Date: _____

Printed Name: _____

Title: _____

SLEDGE ENGINEERING, LLC (Sledge)

By: _____

Date: 5/20/22

Printed Name: Casey B. Sledge, P.E.

Title: President