

Rick Schroder

From: John Raschke <John.Raschke@oneatlas.com>
Sent: Friday, July 19, 2024 2:12 PM
To: Rick Schroder; bsultemeier@johansoncitytx.org
Cc: Karen Pagitt; Nancy Gallardo; Joseph Fiello
Subject: RE: City of Johnson City Invoice 0044415-R resubmitted from Atlas Technical Consultants, LLC
Attachments: Invoice 44415-R.pdf; Invoice 44572-R.pdf

Rick

Per your request I have made the following adjustments for credit to the invoice.

Removed:

David Till - 1/29: 7.25
 4/17: 15
 4/18: 7.25
 4/19: 13.5
 4/22: 9.25

Bryan Raschke - 4/11: 2
 5/13: .5
 5/15: .5
 5/16: 4
 5/17: 1

Corrected the mileage rate to .655 per mile

If you have any questions please let me know.

Bryan.Raschke, P.E.
Project Manager



3989 Highway 290 East | Dripping Springs, TX 78620
 D: 512.858.2993 C: 325.647.5730
OneAtlas.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#)



From: Rick Schroder <rschroder@johnsoncitytx.org>

Sent: Monday, July 8, 2024 11:45 AM

To: Karen Pagitt <Karen.Pagitt@oneatlas.com>; bsultemeier@johonsoncitytx.org

Cc: John Raschke <John.Raschke@oneatlas.com>

Subject: [EXTERNAL] RE: City of Johnson City Invoice 0044415-R resubmitted from Atlas Technical Consultants, LLC

[External Email] This email originated from outside of the Atlas mail system. Please use caution when opening attachments.

All –

Attached, please find my redlined comments on the latest invoice. This is in accordance with Council direction received at last Tuesday's meeting.

Best,



Rick A. Schroder
Chief Administrative Officer
303 E. Pecan Dr. (Physical) | P.O. Box 369 (Mailing) | Johnson City, Texas 78636
(830) 868 7111, Ext. 8 | (830) 868 7718 (Fax) | www.johnsoncitytx.org
Yesterday is not ours to recover, but tomorrow is ours to win or lose. – President LBJ

OPEN MEETINGS ACT / CONFIDENTIALITY NOTICE: City Councilpersons and members of other Johnson City boards and / or commissions shall not "reply all" to this e-mail message. Please reply only to the original sender of the e-mail message. This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

From: Karen Pagitt <Karen.Pagitt@oneatlas.com>

Sent: Monday, July 1, 2024 3:38 PM

To: Rick Schroder <rschroder@johnsoncitytx.org>; bsultemeier@johonsoncitytx.org

Cc: John Raschke <John.Raschke@oneatlas.com>

Subject: City of Johnson City Invoice 0044415-R resubmitted from Atlas Technical Consultants, LLC

Good Afternoon:

Attached is the revised invoice for invoice 0044415-R. The overtime rates were removed. Please let me know if you have any questions. Thank you!

Karen Pagitt

Administrative Assistant



3989 E Hwy 290

Dripping Springs, TX 78620

O: 512.858.2993 | C: 512.663 6619

[OneAtlas.com](#) | [LinkedIn](#) | [Facebook](#) | [Twitter](#)



This message and any attachments are intended only for the use of the addressee and may contain information that is privileged and/or confidential. If the reader of the message is not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any use and/or dissemination of any of this communication is strictly prohibited. If you have received this communication in error, notify the sender immediately by return email and delete the message and any attachments from your system.

This message and any attachments are intended only for the use of the addressee and may contain information that is privileged and/or confidential. If the reader of the message is not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any use and/or dissemination of any of this communication is strictly prohibited. If you have received this communication in error, notify the sender immediately by return email and delete the message and any attachments from your system.

original

Invoice



ATLAS TECHNICAL CONSULTANTS, LLC
4710 Woodrow Road
Lubbock, TX 79424
Phone: (806) 853-8693

July 1, 2024
Project No: 240013.00
Invoice No: 044415R

City of Johnson City
303 E. Pecan Street
Johnson City 78636

Project 240013.00 City of Johnson City

City of Johnson City

Services Performed :

Phase 001 COJC Street Improvements

Professional Personnel

		Hours	Rate	Amount
Hernandez, Mary Alice	4/3/2024	1.50	105.00	157.50
Received and filed - Project Schedule & Material Letter / Worked on Precon Agenda / Sent Raschke email requesting plans and proposal for project				
Hernandez, Mary Alice	4/4/2024	1.00	105.00	105.00
Sent Lone Star precon agenda for meeting next week and requested design files for Cold Mix and Cold Mix Hot Laid TY D / Spoke with David Till regarding project				
Hernandez, Mary Alice	4/5/2024	.50	105.00	52.50
Received TY D Submittal and Cold Mix Submittal from contractor and filed				
Hernandez, Mary Alice	4/9/2024	.50	105.00	52.50
Status Update email to LS regarding PrePave Agenda				
Hernandez, Mary Alice	4/10/2024	.50	105.00	52.50
Sent Agenda and Roster to Raschke for tomorrow's meeting				
Hernandez, Mary Alice	4/11/2024	3.00	105.00	315.00
Attended Precon Meeting via Microsoft Teams - typed minutes and sent to Raschke to review				
Hernandez, Mary Alice	4/12/2024	1.00	105.00	105.00
Received, reviewed, and processed - HMA TY D tickets - QCQA Road Report- filed / Received roadway list from Nathan for Minutes				
Hernandez, Mary Alice	4/14/2024	.50	105.00	52.50
Received, reviewed, and processed - Oil Work Report and filed				
Hernandez, Mary Alice	4/16/2024	4.00	105.00	420.00
Received, reviewed, and processed - Form 187s & BOLs for Day 1 & Day 2 of Seal Coat - spoke with Nathan and David Till regarding tracking and payment for project / Received & filed - tickets used for pot hole repair				
Hernandez, Mary Alice	4/17/2024	2.50	105.00	262.50
Received, reviewed, and processed - Form 187's & BOLs / Spoke with David Till				
Hernandez, Mary Alice	4/18/2024	.50	105.00	52.50
Received Form 187 link from Nathan Staats - he will re-send me file with individual forms				
Hernandez, Mary Alice	4/19/2024	1.00	105.00	105.00
Received revised Daily Road Reports from Nathan - only reviewed 2 of 10				

TERMS FOR THIS INVOICE ARE NET 30

Project	240013.00	City of Johnson City			Invoice	044415R
Hernandez, Mary Alice	4/22/2024	2.50	105.00		262.50	
Received, reviewed, and processed - Nathan's electronic Form 187s (Reports 1-10)						
Hernandez, Mary Alice	4/24/2024	1.50	105.00		157.50	
Received, reviewed, and processed - Seal Coat Form 187's and CRS2-P BOLs / Sent Nathan email regarding needing Report 10 corrected						
Hernandez, Mary Alice	4/25/2024	1.50	105.00		157.50	
Received, reviewed, and processed - Form 187s (3 EA) Seal Coat & BOLs / Received, reviewed, and processed - QCQA Road Report from D. Till - still need TY D tickets						
Hernandez, Mary Alice	4/26/2024	1.00	105.00		105.00	
Received, reviewed, and processed - Form 187s (3 EA) and BOLs / Sent email to David Till reminding him that I still needed TY D tickets						
Hernandez, Mary Alice	4/28/2024	.50	105.00		52.50	
Received, reviewed, and processed - 2 EA Form 187s and Bill of Lading for Seal Coat						
Hernandez, Mary Alice	4/30/2024	.50	105.00		52.50	
Received & filed - TY D tickets						
Hernandez, Mary Alice	5/1/2024	1.00	105.00		105.00	
Received comments from Raschke regarding Pre-Con Minutes - made changes - sent completed Minutes, Roster, and roadway changes to meeting attendees						
Hernandez, Mary Alice	5/2/2024	.50	105.00		52.50	
Received and filed Nathan Staats reponse to Johnson City						
Hernandez, Mary Alice	5/8/2024	1.00	105.00		105.00	
Sent email to Nathan Staats requesting material tickets for Seal Coat						
Hernandez, Mary Alice	5/24/2024	1.00	105.00		105.00	
Received & filed - Patching work emails - Aggregate Tickets						
Hernandez, Mary Alice	5/25/2024	1.00	105.00	126.00	126.00	105.-
Received & filed: Additional patching and punchlist emails						
Hernandez, Mary Alice	5/28/2024	.50	105.00		52.50	
Received and filed - email from CFO to council members						
Hernandez, Mary Alice	5/30/2024	.50	105.00		52.50	
Received & filed - Red & blue Areas email						
Raschke, John	1/9/2024	3.00	120.00		360.00	
Raschke, John	1/12/2024	.50	120.00		60.00	
Sweet Clove and Autumn Sage Street						
Raschke, John	1/19/2024	1.00	120.00		120.00	
Raschke, John	1/25/2024	.50	120.00		60.00	
Street Invent.						
Raschke, John	1/30/2024	.50	120.00		60.00	
Review of Streets						
Raschke, John	2/2/2024	.50	120.00		60.00	
Review of Streets						
Raschke, John	2/5/2024	.50	120.00		60.00	
Review Roadways/Set up meeting						
Raschke, John	2/7/2024	.50	120.00		60.00	
Review Roadways/Set up meeting						
Raschke, John	2/12/2024	1.00	120.00		120.00	
Meeting schedule/ Presentation development						
Raschke, John	2/19/2024	1.00	120.00		120.00	
Meeting/followup						
Raschke, John	2/26/2024	.50	120.00		60.00	
Raschke, John	3/11/2024	.50	120.00		60.00	
Raschke, John	3/13/2024	.50	120.00		60.00	
Raschke, John	3/14/2024	.50	120.00		60.00	
Raschke, John	3/15/2024	.50	120.00		60.00	
Raschke, John	3/21/2024	1.00	120.00		120.00	
Raschke, John	4/2/2024	1.00	120.00		120.00	

Project	240013.00	City of Johnson City			Invoice	044415R
City council Meeting						
Raschke, John		4/11/2024	2.00	120.00		240.00
Raschke, John		4/22/2024	.50	120.00		60.00
Raschke, John		4/23/2024	.50	120.00		60.00
Raschke, John		4/24/2024	.50	120.00		60.00
Raschke, John		4/25/2024	.50	120.00		60.00
Raschke, John		5/7/2024	2.00	120.00		240.00
Raschke, John		5/13/2024	.50	120.00		60.00
Raschke, John		5/15/2024	.50	120.00		60.00
Raschke, John		5/16/2024	4.00	120.00		480.00
Raschke, John		5/17/2024	1.00	120.00		120.00
Raschke, John		5/24/2024	.50	120.00		60.00
Raschke, John		5/28/2024	.50	120.00		60.00
Staats, Nathan		1/25/2024	8.00	90.00		720.00
Road streets with David Till to obtain lengths and widths for streets needing street improvement						
Staats, Nathan		1/26/2024	4.00	90.00		360.00
Created excel documents of street stations and square yardage from data collected Thursday						
Staats, Nathan		1/29/2024	8.00	90.00		720.00
Rode streets with David Till to get measurements						
Staats, Nathan		1/30/2024	8.00	90.00		720.00
Ride streets with David Till Record results in excel						
Staats, Nathan		1/31/2024	8.00	90.00		720.00
Record results in excel						
Staats, Nathan		2/5/2024	8.00	90.00		720.00
Rode streets final day with David Till to measure roads						
Staats, Nathan		2/6/2024	8.00	90.00		720.00
Complete excel spreadsheet with street measurements						
Staats, Nathan		2/7/2024	8.00	90.00		720.00
Create estimate for proposed road work Create folder with street pictures						
Staats, Nathan		3/21/2024	6.00	90.00		540.00
Meeting with the city Final ride through proposed street improvements						
Staats, Nathan		4/11/2024	6.00	90.00		540.00
Inspection of overlay for hillcrest, east Crestview and Duncan ave						
Staats, Nathan		4/11/2024	1.00	90.00		90.00
Precon meeting						
Staats, Nathan		4/12/2024	9.00	90.00		810.00
Inspection of overlay for remainder of east creastview, ave j, west ash						
Staats, Nathan		4/15/2024	13.00	90.00		1,170.00
Inspection of spall repair						
Staats, Nathan		4/16/2024	12.00	90.00		1,080.00
Inspection of seal coat						
Staats, Nathan		4/17/2024	12.00	90.00		1,080.00
Inspection of spall repair Created reports of current progress and budget						
Staats, Nathan		4/18/2024	8.00	90.00		720.00
Updating Bryan on current progress for meeting with city Creating 187 reports						
Staats, Nathan		4/19/2024	1.00	90.00		90.00
Breaking down each individual 187 report to pdf to send to Mary Alice						

Project	240013.00	City of Johnson City			Invoice	044415R
Staats, Nathan		4/22/2024	11.00	90.00	990.00	
Inspecting patching and overlay						
Staats, Nathan		4/23/2024	12.00	90.00	1,080.00	
Inspecting seal coat						
Staats, Nathan		4/24/2024	14.00	90.00	1,260.00	
Inspecting crack seal						
Staats, Nathan		4/25/2024	13.00	90.00	1,170.00	
Inspecting seal coat						
Staats, Nathan		4/26/2024	12.00	90.00	1,080.00	
Inspecting seal coat						
Staats, Nathan		4/27/2024	10.00	90.00	900.00	
Typing out reports and sending them to Mary Alice for inventory						
Staats, Nathan		4/30/2024	9.00	90.00	810.00	
Inspecting cleanup operations						
And documenting what needs to be done						
Staats, Nathan		5/1/2024	.50	90.00	45.00	
Discussing with Paul the state of the clean up						
Staats, Nathan		5/1/2024	.50	90.00	45.00	
Emailing Johnson city about current quantities						
Staats, Nathan		5/2/2024	7.00	90.00	630.00	
Inspecting cleanup status						
Staats, Nathan		5/17/2024	2.00	90.00	180.00	
Cost estimates for Johnson city						
Till, David		1/25/2024	5.50	90.00	495.00	
Took Nathan, we rode and measured width and lengths on streets						
Till, David		1/29/2024	7.25	90.00	652.50	
Picked up Nathan, measured City street and got stationing on streets.						
Till, David		1/30/2024	6.00	90.00	540.00	
Picked up Nathan, measured City streets, got stationing and sent pictures to Bryan.						
Till, David		2/5/2024	4.50	90.00	405.00	
Picked up Nathan, finished measuring streets.						
Till, David		2/19/2024	1.00	90.00	90.00	
Teams meeting on the computer about project.						
Till, David		2/20/2024	4.00	90.00	360.00	
Went to Johnson City took picture of streets in question and emailed out pictures.						
Till, David		3/8/2024	2.50	90.00	225.00	
Met Paul Brown with LoneStar showed areas to repair on streets.						
Till, David		3/21/2024	6.75	90.00	607.50	
Picked Nathan up at office, showed Nathan areas to overlay and patch. Had meeting with BJ, rode project, BJ showed us areas to leave out. Marked areas for 2 course and got sy for these areas.						
Till, David		4/11/2024	8.00	90.00	720.00	
Pre- con for seal coat, Watched Ty D paving until Nathan got on project. Showed Nathan areas to leave out of seal coat.						
Till, David		4/15/2024	5.25	90.00	472.50	
DIJ started seal coat , Capital V doing level up.						
Till, David		4/17/2024	15.00	90.00	1,350.00	
Meeting with the city about roads not leveled up before seal coat.						
Capital V during repairs in Winding oak and leaning oak.						
11:30 AM to 8:30 PM overtime hours						
Till, David		4/18/2024	7.25	90.00	652.50	
Meeting with city about. Patching, took Paul Brown around and marked areas for repair.						
7:00 AM to 2:15 PM overtime hours.						

Remove meeting hours for all parties for meetings to correct deficiencies.

Project	240013.00	City of Johnson City		Invoice	044415R
Till, David		4/19/2024	13.50	90.00	1,215.00
Capital V paving did level up and pothole repair in the city, Used 4 loads of Ty D.					
Till, David		4/22/2024	9.25	90.00	832.50
Met Paul Brown, went around city marked areas for repairs.					
Totals			370.75		34,626.00
Total Labor					34,626.00

Vehicle Mileage Rate 2024

1/25/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	37.12
1/26/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	x
1/29/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	27
1/30/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
1/31/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
2/5/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
2/6/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
2/7/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
2/19/2024	Till, David	58.2 miles @ 0.67	38.99	
2/20/2024	Till, David	58.2 miles @ 0.67	38.99	
3/8/2024	Till, David	58.2 miles @ 0.67	38.99	
3/21/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
4/11/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
4/12/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
4/15/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
4/16/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
4/17/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
4/18/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
4/22/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
4/23/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
4/24/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
4/25/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
4/26/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
4/27/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
4/30/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
5/1/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
5/2/2024	Staats, Nathan	58.2 miles @ 0.67	38.99	
Total Tests		1.0 times	1,052.73	1,052.73

Total this Phase ~~1,052.73~~ 1,029.24 ~~1,052.73~~ 1,029.24 \$35,678.73

Total this Invoice: ~~35,678.73~~

- 4010.88
City Staff
time to create
punchlist

Revised

Invoice



ATLAS TECHNICAL CONSULTANTS, LLC
4710 Woodrow Road
Lubbock, TX 79424
Phone: (806) 853-8693

July 18, 2024

Project No: 240013.00

Invoice No: 44415-R

City of Johnson City
303 E. Pecan Street
Johnson City 78636

Project 240013.00 City of Johnson City

City of Johnson City

Services Performed :

Phase 001 COJC Street Improvements

Professional Personnel

		Hours	Rate	Amount
Hernandez, Mary Alice	4/3/2024	1.50	105.00	157.50
Received and filed - Project Schedule & Material Letter / Worked on Precon Agenda / Sent Raschke email requesting plans and proposal for project				
Hernandez, Mary Alice	4/4/2024	1.00	105.00	105.00
Sent Lone Star precon agenda for meeting next week and requested design files for Cold Mix and Cold Mix Hot Laid TY D / Spoke with David Till regarding project				
Hernandez, Mary Alice	4/5/2024	.50	105.00	52.50
Received TY D Submittal and Cold Mix Submittal from contractor and filed				
Hernandez, Mary Alice	4/9/2024	.50	105.00	52.50
Status Update email to LS regarding PrePave Agenda				
Hernandez, Mary Alice	4/10/2024	.50	105.00	52.50
Sent Agenda and Roster to Raschke for tomorrow's meeting				
Hernandez, Mary Alice	4/11/2024	3.00	105.00	315.00
Attended Precon Meeting via Microsoft Teams - typed minutes and sent to Raschke to review				
Hernandez, Mary Alice	4/12/2024	1.00	105.00	105.00
Received, reviewed, and processed - HMA TY D tickets - QCQA Road Report- filed / Received roadway list from Nathan for Minutes				
Hernandez, Mary Alice	4/14/2024	.50	105.00	52.50
Received, reviewed, and processed - Oil Work Report and filed				
Hernandez, Mary Alice	4/16/2024	4.00	105.00	420.00
Received, reviewed, and processed - Form 187s & BOLs for Day 1 & Day 2 of Seal Coat - spoke with Nathan and David Till regarding tracking and payment for project / Received & filed - tickets used for pot hole repair				
Hernandez, Mary Alice	4/17/2024	2.50	105.00	262.50
Received, reviewed, and processed - Form 187's & BOLs / Spoke with David Till				
Hernandez, Mary Alice	4/18/2024	.50	105.00	52.50
Received Form 187 link from Nathan Staats - he will re-send me file with individual forms				
Hernandez, Mary Alice	4/19/2024	1.00	105.00	105.00
Received revised Daily Road Reports from Nathan - only reviewed 2 of 10				

TERMS FOR THIS INVOICE ARE NET 30

Project	240013.00	City of Johnson City			Invoice	<Draft>
Hernandez, Mary Alice		4/22/2024	2.50	105.00	262.50	
Received, reviewed, and processed - Nathan's electronic Form 187s (Reports 1-10)						
Hernandez, Mary Alice		4/24/2024	1.50	105.00	157.50	
Received, reviewed, and processed - Seal Coat Form 187's and CRS2-P BOLs / Sent Nathan email regarding needing Report 10 corrected						
Hernandez, Mary Alice		4/25/2024	1.50	105.00	157.50	
Received, reviewed, and processed - Form 187s (3 EA) Seal Coat & BOLs / Received, reviewed, and processed - QCQA Road Report from D. Till - still need TY D tickets						
Hernandez, Mary Alice		4/26/2024	1.00	105.00	105.00	
Received, reviewed, and processed - Form 187s (3 EA) and BOLs / Sent email to David Till reminding him that I still needed TY D tickets						
Hernandez, Mary Alice		4/28/2024	.50	105.00	52.50	
Received, reviewed, and processed - 2 EA Form 187s and Bill of Lading for Seal Coat						
Hernandez, Mary Alice		4/30/2024	.50	105.00	52.50	
Received & filed - TY D tickets						
Hernandez, Mary Alice		5/1/2024	1.00	105.00	105.00	
Received comments from Raschke regarding Pre-Con Minutes - made changes - sent completed Minutes, Roster, and roadway changes to meeting attendees						
Hernandez, Mary Alice		5/2/2024	.50	105.00	52.50	
Received and filed Nathan Staats reponse to Johnson City						
Hernandez, Mary Alice		5/8/2024	1.00	105.00	105.00	
Sent email to Nathan Staats requesting material tickets for Seal Coat						
Hernandez, Mary Alice		5/24/2024	1.00	105.00	105.00	
Received & filed - Patching work emails - Aggregate Tickets						
Hernandez, Mary Alice		5/25/2024	1.00	105.00	105.00	
Received & filed: Additional patching and punchlist emails						
Hernandez, Mary Alice		5/28/2024	.50	105.00	52.50	
Received and filed - email from CFO to council members						
Hernandez, Mary Alice		5/30/2024	.50	105.00	52.50	
Received & filed - Red & blue Areas email						
Raschke, John		1/9/2024	3.00	120.00	360.00	
Raschke, John		1/12/2024	.50	120.00	60.00	
Sweet Clove and Autum Sage Street						
Raschke, John		1/19/2024	1.00	120.00	120.00	
Raschke, John		1/25/2024	.50	120.00	60.00	
Street Inventory						
Raschke, John		1/30/2024	.50	120.00	60.00	
Review of Streets						
Raschke, John		2/2/2024	.50	120.00	60.00	
Review of Streets						
Raschke, John		2/5/2024	.50	120.00	60.00	
Review Roadways/Set up meeting						
Raschke, John		2/7/2024	.50	120.00	60.00	
Review Roadways/Set up meeting						
Raschke, John		2/12/2024	1.00	120.00	120.00	
Meeting schedule/ Presentation development						
Raschke, John		2/19/2024	1.00	120.00	120.00	
Meeting/followup						
Raschke, John		2/26/2024	.50	120.00	60.00	
Raschke, John		3/11/2024	.50	120.00	60.00	
Raschke, John		3/13/2024	.50	120.00	60.00	
Raschke, John		3/14/2024	.50	120.00	60.00	
Raschke, John		3/15/2024	.50	120.00	60.00	
Raschke, John		3/21/2024	1.00	120.00	120.00	
Raschke, John		4/2/2024	1.00	120.00	120.00	

Project	240013.00	City of Johnson City			Invoice	<Draft>
City council Meeting						
Raschke, John		4/22/2024	.50	120.00	60.00	
Raschke, John		4/23/2024	.50	120.00	60.00	
Raschke, John		4/24/2024	.50	120.00	60.00	
Raschke, John		4/25/2024	.50	120.00	60.00	
Raschke, John		5/7/2024	2.00	120.00	240.00	
Raschke, John		5/24/2024	.50	120.00	60.00	
Raschke, John		5/28/2024	.50	120.00	60.00	
Staats, Nathan		1/25/2024	8.00	90.00	720.00	
Road streets with David Till to obtain lengths and widths for streets needing street improvement						
Staats, Nathan		1/26/2024	4.00	90.00	360.00	
Created excel documents of street stations and square yardage from data collected Thursday						
Staats, Nathan		1/29/2024	8.00	90.00	720.00	
Rode streets with David Till to get measurements						
Staats, Nathan		1/30/2024	8.00	90.00	720.00	
Ride streets with David Till Record results in excel						
Staats, Nathan		1/31/2024	8.00	90.00	720.00	
Record results in excel						
Staats, Nathan		2/5/2024	8.00	90.00	720.00	
Rode streets final day with David Till to measure roads						
Staats, Nathan		2/6/2024	8.00	90.00	720.00	
Complete excel spreadsheet with street measurements						
Staats, Nathan		2/7/2024	8.00	90.00	720.00	
Create estimate for proposed road work Create folder with street pictures						
Staats, Nathan		3/21/2024	6.00	90.00	540.00	
Meeting with the city Final ride through proposed street improvements						
Staats, Nathan		4/11/2024	6.00	90.00	540.00	
Inspection of overlay for hillcrest, east Crestview and Duncan ave						
Staats, Nathan		4/11/2024	1.00	90.00	90.00	
Precon meeting						
Staats, Nathan		4/12/2024	9.00	90.00	810.00	
Inspection of overlay for remainder of east creastview, ave j, west ash						
Staats, Nathan		4/15/2024	13.00	90.00	1,170.00	
Inspection of pavement repair						
Staats, Nathan		4/16/2024	12.00	90.00	1,080.00	
Inspection of seal coat						
Staats, Nathan		4/17/2024	12.00	90.00	1,080.00	
Inspection of pavement repair Created reports of current progress and budget						
Staats, Nathan		4/18/2024	8.00	90.00	720.00	
Updating Bryan on current progress for meeting with city Creating 187 reports						
Staats, Nathan		4/19/2024	1.00	90.00	90.00	
Breaking down each individual 187 report to pdf to send to Mary Alice						
Staats, Nathan		4/22/2024	11.00	90.00	990.00	
Inspecting patching and overlay						
Staats, Nathan		4/23/2024	12.00	90.00	1,080.00	
Inspecting seal coat						
Staats, Nathan		4/24/2024	14.00	90.00	1,260.00	

Project	240013.00	City of Johnson City			Invoice	<Draft>
Inspecting seal coat						
Staats, Nathan		4/25/2024	13.00	90.00	1,170.00	
Inspecting seal coat						
Staats, Nathan		4/26/2024	12.00	90.00	1,080.00	
Inspecting seal coat						
Staats, Nathan		4/27/2024	10.00	90.00	900.00	
Typing out reports and sending them to Mary Alice for inventory						
Staats, Nathan		4/30/2024	9.00	90.00	810.00	
Inspecting cleanup operations And documenting what needs to be done						
Staats, Nathan		5/1/2024	.50	90.00	45.00	
Discussing with Paul the state of the clean up						
Staats, Nathan		5/1/2024	.50	90.00	45.00	
Emailing Johnson city about current quantities						
Staats, Nathan		5/2/2024	7.00	90.00	630.00	
Inspecting cleanup status						
Staats, Nathan		5/17/2024	2.00	90.00	180.00	
Cost estimates for Johnson city						
Till, David		1/25/2024	5.50	90.00	495.00	
Took Nathan, we rode and measured width and lengths on streets						
Till, David		1/30/2024	6.00	90.00	540.00	
Picked up Nathan, measured City streets, got stationing and sent pictures to Bryan.						
Till, David		2/5/2024	4.50	90.00	405.00	
Picked up Nathan, finished measuring streets.						
Till, David		2/19/2024	1.00	90.00	90.00	
Teams meeting on the computer about project.						
Till, David		2/20/2024	4.00	90.00	360.00	
Went to Johnson City took picture of streets in question and emailed out pictures.						
Till, David		3/8/2024	2.50	90.00	225.00	
Met Paul Brown with LoneStar showed areas to repair on streets.						
Till, David		3/21/2024	6.75	90.00	607.50	
Picked Nathan up at office, showed Nathan areas to overlay and patch. Had meeting with BJ, rode project, BJ showed us areas to leave out. Marked areas for 2 course and got sy for these areas.						
Till, David		4/11/2024	8.00	90.00	720.00	
Pre- con for seal coat, Watched Ty D paving until Nathan got on project. Showed Nathan areas to leave out of seal coat.						
Till, David		4/15/2024	5.25	90.00	472.50	
DIJ started seal coat , Capital V doing level up.						
		Totals	310.50		28,942.50	
		Total Labor				28,942.50

Vehicle Mileage Rate 2023

1/25/2024	Staats, Nathan	58.2 miles @ 0.655	38.12
1/26/2024	Staats, Nathan	58.2 miles @ 0.655	38.12
1/29/2024	Staats, Nathan	58.2 miles @ 0.655	38.12
1/30/2024	Staats, Nathan	58.2 miles @ 0.655	38.12
1/31/2024	Staats, Nathan	58.2 miles @ 0.655	38.12
2/5/2024	Staats, Nathan	58.2 miles @ 0.655	38.12
2/6/2024	Staats, Nathan	58.2 miles @ 0.655	38.12
2/7/2024	Staats, Nathan	58.2 miles @ 0.655	38.12
2/19/2024	Till, David	58.2 miles @ 0.655	38.12
2/20/2024	Till, David	58.2 miles @ 0.655	38.12

Project	240013.00	City of Johnson City	Invoice	<Draft>
3/8/2024	Till, David	58.2 miles @ 0.655	38.12	
3/21/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
4/11/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
4/12/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
4/15/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
4/16/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
4/17/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
4/18/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
4/22/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
4/23/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
4/24/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
4/25/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
4/26/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
4/27/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
4/30/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
5/1/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
5/2/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
	Total Tests	1.0 times	1,029.24	1,029.24
		Total this Phase		\$29,971.74
		Total this Invoice:		<u>\$29,971.74</u>

Outstanding Invoices

Number	Date	Balance
0044572	7/3/2024	4,354.47
Total		4,354.47

Original

Invoice



ATLAS TECHNICAL CONSULTANTS, LLC
4710 Woodrow Road
Lubbock, TX 79424
Phone: (806) 853-8693

July 18, 2024
Project No: 240013.00
Invoice No: 44572-R

City of Johnson City
303 E. Pecan Street
Johnson City 78636

Project 240013.00 City of Johnson City

City of Johnson City

Services Performed :

Phase 001 COJC Street Improvements

Professional Personnel

		Hours	Rate	Amount
Hernandez, Mary Alice	6/5/2024	.50	105.00	52.50
Received and filed - Project Update email				
Hernandez, Mary Alice	6/6/2024	.50	105.00	52.50
Received & filed - project update (county response)				
Hernandez, Mary Alice	6/25/2024	3.50	105.00	367.50
Worked on auditing material tickets for project - requested missing tickets from contractor / Spoke with Nathan / Received call from Raschke / Worked on preparing a Certification Letter for Raschke				
Hernandez, Mary Alice	6/27/2024	1.50	105.00	157.50
Received signed copy of Certification Letter and filed / Received missing tickets & BOL and filed				
Hernandez, Mary Alice	6/28/2024	.50	105.00	52.50
Discussed Flash Drive with Raschke - He said to hold off until further notice				
Raschke, John	6/5/2024	2.00	120.00	240.00
Raschke, John	6/10/2024	4.00	120.00	480.00
Raschke, John	6/11/2024	2.00	120.00	240.00
Raschke, John	6/18/2024	.50	120.00	60.00
Staats, Nathan	6/11/2024	12.00	90.00	1,080.00
Inspection of punchlist work				
Staats, Nathan	6/12/2024	12.00	90.00	1,080.00
Inspection of punchlist work				
Staats, Nathan	6/19/2024	3.00	90.00	270.00
Measuring west Cyprus culdasc SY for sealcoat				
Totals		42.00		4,132.50
Total Labor				4,132.50

Vehicle Mileage Rate 2023
6/11/2024 Staats, Nathan 58.2 miles @ 0.655 38.12

TERMS FOR THIS INVOICE ARE NET 30

Project	240013.00	City of Johnson City	Invoice	<Draft>
6/12/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
6/19/2024	Staats, Nathan	58.2 miles @ 0.655	38.12	
	Total Tests	1.0 times	114.36	114.36
		Total this Phase		\$4,246.86
		Total this Invoice:		<u>\$4,246.86</u>

Outstanding Invoices

Number	Date	Balance
0044572	7/3/2024	4,354.47
Total		4,354.47

**PROFESSIONAL SERVICES AGREEMENT
FOR
CITY OF JOHNSON CITY 2023-2024 STREET IMPROVEMENTS**

STATE OF TEXAS §
 §
COUNTY OF BLANCO §

This Agreement is entered into by and between the City of Johnson City, a Texas Municipal Corporation (“City”), acting by and through its Chief Administrative Officer, and Atlas Technical Consultants, LLC, (“Professional”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Professional” is defined in the preamble of this Agreement and includes its successors.

“Chief Administrative Officer” shall mean the Chief Administrative Officer and/or his designee.

II. TERM

2.1 This agreement shall become effective upon execution by the City and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES AND PROJECT SCHEDULE

Professional agrees to provide the services described in this Article III entitled Scope of Services and Project Schedule in exchange for the compensation described in Article IV. Compensation. Scope of Services and Project Schedule are detailed in *Attachment A* which are incorporated by reference as if written and copied herein. The terms and conditions of this Agreement shall control in the event of a conflict with any terms and conditions set forth therein.

All work performed by Professional hereunder shall be performed to the satisfaction of the Chief Administrative Officer. The determination made by Chief Administrative Officer shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Professional, which is not satisfactory to Chief Administrative Officer. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination,

in whole or in part, should Professional's work not be satisfactory to Chief Administrative Officer; however, City shall have no obligation to terminate and may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO PROFESSIONAL

4.1 In consideration of Professional's performance in a satisfactory and efficient manner, as determined solely by Chief Administrative Officer, of all services and activities set forth in this Agreement, City agrees to pay Professional an amount not to exceed Seventy-Five Thousand Three Hundred Ninety-Two dollars and Fifty Cents (\$75,392.50) as total compensation, to be paid to Professional as further detailed in *Attachment A*.

4.2 No additional fees or expenses of Professional shall be charged by Professional nor be payable by City. The parties hereby agree that all compensable expenses of Professional have been provided for in the total payment to Professional as specified in section 4.1 above. Total payments to Professional cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the City.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be the Chief Administrative Officer. Payment will be made to Professional following written approval of the final work products and services by the Chief Administrative Officer. City shall not be obligated or liable under this Agreement to any party, other than Professional, for the payment of any monies or the provision of any goods or services.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Professional pursuant to the provisions of this Agreement are the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Professional.

5.2 Professional understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Professional shall be at the City's sole risk and without liability to the Professional.

VI. RECORDS RETENTION

6.1 Professional and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Professional shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services

provided hereunder, Professional shall retain the records until the resolution of such litigation or other such questions. Professional acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Professional to return said documents to City prior to or at the conclusion of said retention.

6.3 Professional shall notify City, immediately, in the event Professional receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Professional understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 *Termination Without Cause.* This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 *Termination For Cause.* Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 *Defaults With Opportunity for Cure.* Should Professional default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Professional shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Professional fails to cure the default within such 15-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant against Professional's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing unsatisfactorily

7.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Professional shall effect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Professional, or provided to Professional, hereunder, regardless of storage medium, if so requested by City, or shall otherwise be retained by Professional in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Professional's sole cost and expense. Payment of compensation due or to become due to Professional is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Professional shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Professional to submit its claims within said 45 calendar days shall negate any liability on the part of City and constitute a **Waiver** by Professional of any and all rights or claims to collect monies that Professional may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Professional shall cease all operations of work being performed by Professional or any of its subcontractors pursuant to this Agreement.

7.9 *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Professional for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. Mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to:

City of Johnson City
Attn: Rick A. Schroder
Chief Administrative Officer
P.O Box 369
Johnson City, Texas 78636

If intended for Professional, to:

Atlas Technical Consultants, LLC
Attn: Bryan Raschke, P.E.
Project Manager
3989 Highway 290 East
Dripping Springs, Texas 78620

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Professional shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled "*City of Johnson City 2023-2024 Street Improvements*" in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original Certificate(s) or form must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

9.3 Professional's financial integrity is of interest to the City; therefore, subject to Professional's right to maintain reasonable deductibles in such amounts as are approved by the City, Professional shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Professional's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

Insurance Requirements

Professional performing work on City property or public right-of-way for the City of Johnson City shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Professional shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Johnson City.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate coverage for: Or	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Products/ Completed Operations	2,000,000 combined single coverage limit	City to be provided a waiver of subrogation
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000	

Questions regarding this insurance should be directed to the City of Johnson City, (830) 868-7111. A contract will not be issued without evidence of Insurance. City will only accept the ACORD 25 or ISO certificate of insurance forms.

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Professional shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within ten (10) days of the requested change. Professional shall pay any costs incurred resulting from said changes.

City of Johnson City
P.O. Box 369
Johnson City, Texas 78636

9.5 Professional agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to the City***, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Johnson City where the City is an additional insured shown on the policy;

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Professional shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Professional's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.7 In addition to any other remedies the City may have upon Professional's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Professional to stop work hereunder, and/or withhold any payment(s) which become due to Professional hereunder until Professional demonstrates compliance with the requirements hereof.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Professional may be held responsible for payments of damages to persons or property resulting from Professional's or its subcontractors' performance of the work covered under this Agreement.

9.9 It is agreed that, excepting Professional Liability, Professional's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Johnson City for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9.11 Professional and any of its subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

10.1 PROFESSIONAL covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the PROFESSIONAL or PROFESSIONAL's agent, PROFESSIONAL under contract, or another entity over which the PROFESSIONAL exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to PROFESSIONAL's activities under this Agreement, including any negligent or intentional acts or omissions of PROFESSIONAL, any agent, officer, director, representative, employee, consultant or subcontractor of PROFESSIONAL, and their respective officers, agents employees, directors and representatives while in the exercise of

the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

10.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. PROFESSIONAL shall advise the CITY in writing within twenty-four (24) hours of any claim or demand against the CITY or PROFESSIONAL known to PROFESSIONAL related to or arising out of PROFESSIONAL's activities under this AGREEMENT.

10.3 Duty to Defend – Professional covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, other than claims based wholly or partly on the negligence of, fault of, or breach of contract by the CITY, the CITY'S agent, the CITY'S employee or other entity, excluding PROFESSIONAL or PROFESSIONAL's agent, employee or sub-consultant, over which the CITY exercises control. PROFESSIONAL is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the PROFESSIONAL's general liability insurance policy and providing any defense provided by the policy upon demand by CITY.

10.4 PROFESSIONAL is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2).

10.5 Employee Litigation – In any and all claims against any Party indemnified hereunder by any employee of PROFESSIONAL, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for PROFESSIONAL or any subcontractor under worker's compensation or other employee benefit acts.

10.6 Force Majeure - City agrees that the PROFESSIONAL is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; pandemics; or failure of any third-party governmental agency to act in timely manner not caused or contributed to by PROFESSIONAL.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Professional shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Professional. Professional, its employees or its subcontractors shall perform all necessary work.

11.2 It is City's understanding and this Agreement is made in reliance thereon, that Professional intends to use the following subcontractors in the performance of this Agreement:

NA. Any deviation from this subcontractor list, whether in the form of deletions, additions or substitutions shall be approved by City prior to the provision of any services by said subcontractor.

11.3 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Professional. City shall in no event be obligated to any third party, including any subcontractor of Professional, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

11.4 Except as otherwise stated herein, Professional may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City Council, as evidenced by passage of an ordinance. As a condition of such consent, if such consent is granted, Professional shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor to Professional, assignee, transferee or subcontractor.

11.5 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Professional assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Professional shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Professional shall in no event release Professional from any obligation under the terms of this Agreement, nor shall it relieve or release Professional from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

Professional covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Professional shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Professional, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and Professional. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Professional under this Agreement and that Professional has no authority to bind the City.

XIII. CONFLICT OF INTEREST

13.1 Professional acknowledges that it is informed that the Charter of the City of Johnson City and its Code of Ordinances prohibit a City officer or employee, as those terms are defined in Chapter 9 Article 2 of City's Code of Ordinances, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land,

materials, supplies or service, if any of the following individual(s) or entities is a Party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

13.2 Pursuant to the subsection above, Professional warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Professional further warrants and certifies that it will comply with the City's Code of Ordinances.

13.3 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from Professional a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. Professional understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Professional with respect to the proper completion of the TEC Form 1295.

XIV. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Professional, and, if applicable, subject to formal approval by the City Council.

XV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the, City Code of Ordinances, or ordinances of the City of Johnson City, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

Professional warrants and certifies that Professional and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVII. COMPLIANCE

Professional shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XVIII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XIV. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XIX. LAW APPLICABLE

19.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BLANCO COUNTY, TEXAS.

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Blanco County, Texas.

XX. LEGAL AUTHORITY

The signer of this Agreement for Professional represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Professional and to bind Professional to all of the terms, conditions, provisions and obligations herein contained.

XXI. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

Exhibit A – Project Information, Scope of Services, Cost and Terms

XXIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments.

XXV. MISCELLANEOUS CITY CODE PROVISIONS

25.1 Representations and Warranties by Professional. If Professional is a corporation, partnership or a limited liability company, Professional warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

25.2 Franchise Tax Certification. Professional certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the Professional is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

25.3 Eligibility Certification. Professional certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Professional agrees that any payments owing to Professional under the Agreement may be applied directly toward any debt or delinquency that Professional owes the City of Johnson City, State of Texas or any political subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

25.5 Texas Family Code Child Support Certification. Professional certifies that they are not delinquent in child support obligations and therefore are not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

25.6 Texas Government Code Mandatory Provision. The City of Johnson City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it (i) does not boycott Israel; (ii) will not boycott Israel during the term of the contract; (iii) does not boycott energy companies; (iv) will not boycott energy companies during the term of the contract; (v) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (vi) will not discriminate during

the term of the contract against a firearm entity or firearm trade association (Texas Government Code, Chapter 2271.002; 2274.002).


Professional hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as this term is defined in the Texas Government Code, Section 808.001, as amended. Company hereby verifies that it does not boycott energy companies, and agrees that, during the term of this agreement, will not boycott energy companies as this term is defined in Texas Government Code, Section 809.001, as amended. Professional hereby verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and agrees that, during the term of this Agreement, will not discriminate against a firearm entity or firearm trade association as those terms are defined in Texas Government Code, Section 2274.001, as amended.

Further, Professional hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organizations.

EXECUTED and AGREED to as of the dates indicated below.

**CITY OF JOHNSON
CITY**

ATLAS



(Signature)

Printed Name: Rick Schroder

Title: Chief Administrative Officer

Date: 12/4/23



(Signature)

Printed Name: Joseph Fiello

Title: General Manager

Date: _____

APPROVED AS TO FORM:

Charles E. Zech
City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

Exhibit A

Project Information

Construction Engineering Inspection services are to be conducted in accordance with industry standards and COJC Plans and Specifications.

Scope of Services

To provide Construction Engineering Inspection and Quality Assurance testing services for the 2023-2024 Street Improvements. Inspection and Testing will be based on the quantities shown in the plans. All test results will be reviewed and sealed by a licensed engineer prior to distribution.

1. Bid review, reference checks, and award recommendation.
2. Contract negotiation with apparent bid winner. (See below for comments)
3. Project oversight and management, including any required testing.
4. Review and approval of contract invoicing prior to City release of funds to contractor.
5. Project close out.

Item No. 2 above, Professional review the apparent bid winner if alternative construction methods for particular parts of town would be preferable to what is included in the bid document.

1. Bid review, reference checks, and award recommendation.

Provide writing review of bids received, check references of bidders and provide a recommendation of award. Provide project sight evaluations and report with recommendations.

2. Contract negotiation with apparent bid winner. (See below for comments)

Meet with the COJC and review the apparent bid winner if alternative construction methods for particular parts of town would be preferable to what is included in the bid document.

3. Project oversight and management, including any required testing.

Professional will notify the COJC project manager of any non-compliant issues encountered in the field in writing and verbally.

Crack Sealing

Inspection and measurement of crack sealing based on the linear footage of centerline of roadway.

Pothole Repair/Level Up

Inspection and measurement of potholes and level up based on the square yards of roadway.

Seal Coat /One -Course Surface Treatment

Inspection and measurement of Seal Coat based on the square yards of roadway.

Mastic (Onyx) Surface Treatment (Additive Alternate

Inspection and measurement of Surface Treatment based on the square yards of roadway.

Reporting

PROFESSIONAL will complete a daily report for each site visit. The report will include a description of all observations and test results. The reports will be reviewed by an PROFESSIONAL Project Manager and will be distributed in electronic format (PDF) to the COJC project manager and two hard copies distributed to the field office. A distribution list provided by our client, can be established by request and will be distributed typically on a weekly basis.

4. Review and approval of contract invoicing prior to City release of funds to contractor.

Provide a monthly estimate for review by the COJC. Provide project documentation supporting payment.

5. Project close out.

Provide final estimate for review by the COJC. Provide project documentation including but not limited to Bill of Ladings, Haul tickets, Material Certifications and any testing data requested.

Cost and Terms

We propose to perform the above Scope of Services on a time and materials basis in accordance with the Schedule of Fees found in Exhibit A. PROFESSIONAL's assumptions are based upon the design document requirements and our experience with similar projects. The proposed scope of work is anticipated to be completed for an estimated fee of \$75,392.50 This amount will not be exceeded without an addendum to the current proposal.

Our estimated costs are based on the following:

- 82,631 LF Crack Sealing
- 124,975 SY Pothole Repair/ Level Up
- 42,342 SY Seal Coat/ One-Course Surface Treatment
- 191,331 SY Mastic (onyx) Surface Treatment

Notes:

- Charges for engineering and technical personnel will be made for the time spent in the field, in review and preparation of reports, and in travel to and from the work location.
- Services not listed above can be quoted on request and submitted as an addendum to the current proposal.
- A 24-hr. business day notice for services is requested.
- PROFESSIONAL will perform testing upon request and compare the results to the project specifications and provide opinions if requested and capable. PROFESSIONAL is not responsible for the quality of materials or work performed by others and cannot direct, guide, or supervise construction activities.

EXHIBIT "A"

SCHEDULE OF FEES

Cost proposal for City of JOHNSON CITY 2023-2024 STREET IMPROVEMENT PROJECTS

Requested by Rick A. Schroder (830)686-7111 Ext 8
 Chief Administrative Officer
 303 E. Pecan Dr.
 Johnson City Texas 78636

Phase 1	1. Bid review, reference checks, and award recommendation.		
		SUB TOTAL	\$ 5,500.00
		ODE	\$ 327.50
		Total	\$ 5,827.50
Phase 2	2. Contract negotiation with apparent bid winner. (See below for comments)		
		SUB TOTAL	\$ 1,000.00
		ODE	\$.
		Total	\$ 1,000.00
Phase 3	3. Project oversight and management, including any required testing.		
		SUB TOTAL	\$ 46,050.00
		ODE	\$ 6,550.00
		Total	\$ 52,600.00
Phase 4	4. Review and approval of contract invoicing prior to City release of funds to contractor.		
		SUB TOTAL	\$ 10,975.00
		ODE	\$.
		Total	\$ 10,975.00
Phase 5	5. Project close out.		
		SUB TOTAL	\$ 4,990.00
		ODE	\$.
		Total	\$ 4,990.00
		Total	\$ 75,392.50

Testing Rates Attached

Tests performed per Unit cost upon request

1. Bid review, reference checks, and award recommendation.					
Service	Staff	Rate	HR	Total	
Bid Review	PM	\$ 250.00	4	\$1,000.00	
References	PM	\$ 250.00	2	\$ 500.00	
Recommendation	PM	\$ 250.00	2	\$ 500.00	
Request for project sight evaluation					
Sight Evaluation	PM	\$ 250.00	10	\$2,500.00	
	Chief Inspector	\$ 100.00	10	\$ 1,000.00	
ODE	Truck Mileage Portal to Portal	\$ 0.655	500	\$ 327.50	
				SUB TOTAL	\$ 5,500.00
				ODE	\$ 327.50
				Total	\$ 5,827.50

2. Contract negotiation with apparent bid winner. (See below for comments)

Service	Staff	Rate	HR	Total	
Contract Neg	PM	\$ 250.00	4	\$ 1,000.00	
				SUB TOTAL	\$ 1,000.00
				ODE	
				Total	\$ 1,000.00

3. Project oversight and management, including any required testing.

	Staff	Rate	HR	Total
Crack Seal				
Project Oversight	PM	\$ 250.00	2	\$ 500.00
Chief Inspection		\$ 120.00	10	\$ 1,200.00
Inspection		\$ 90.00	100	\$ 9,000.00
Sampling		\$ 65.00	10	\$ 650.00
Pothole repair				
Project Oversight	PM	\$ 250.00	2	\$ 500.00
Chief Inspection		\$ 120.00	10	\$ 1,200.00
Inspection		\$ 90.00	80	\$ 7,200.00
Sampling		\$ 65.00	20	\$ 1,300.00
Seal Coat				
Project Oversight	PM	\$ 250.00	4	\$ 1,000.00
Chief Inspection		\$ 120.00	10	\$ 1,200.00
Inspection		\$ 90.00	100	\$ 9,000.00
Sampling		\$ 65.00	20	\$ 1,300.00
Onyx				
Project Oversight	PM	\$ 250.00	2	\$ 500.00
Chief Inspection		\$ 120.00	10	\$ 1,200.00
Inspection		\$ 90.00	100	\$ 9,000.00
Sampling		\$ 65.00	20	\$ 1,300.00

ODE Truck \$ 0.655 10,000 \$ 6,550.00

SUB TOTAL \$ 46,050.00
 ODE \$ 6,550.00
 Total \$ 52,600.00

4 Review and approval of contract invoicing prior to City release of funds to contractor.

Invoicing	Staff	Rate	HR	Total
Review	PM	\$ 250.00	4	\$ 1,000.00
Records	Record Keeper	\$ 105.00	55	\$ 5,775.00
Materials	Record Keeper	\$ 105.00	20	\$ 2,100.00
Estimate	Record Keeper	\$ 105.00	20	\$ 2,100.00
SUB TOTAL				\$ 10,975.00
ODE				\$ -
Total				\$ 10,975.00

5. Project close out.

Invoicing	Staff	Rate	HR	Total
Plans	PM	\$ 250.00	4	\$ 1,000.00
Records/Plans	Record Keeper	\$ 105.00	20	\$ 2,100.00
Materials	Record Keeper	\$ 105.00	8	\$ 840.00
Estimate	Record Keeper	\$ 105.00	10	\$ 1,050.00
SUB TOTAL				\$ 4,990.00
ODE				\$ -
Total				\$ 4,990.00

Rick Schroder

From: Rick Schroder
Sent: Monday, July 8, 2024 11:01 AM
To: 'Paul Brown'
Cc: Lone Star Accounts Receivable; Lone Star Billing; 'John.Raschke@oneatlas.com'; Brent J Sultemeier
Subject: RE: Invoice 54197-1 Johnson City 2023 St Imp
Attachments: Unit Invoice (WORD).pdf; Unit Invoice (WORD).pdf

Mr. Brown –

Thank you for sending the attached two Pay Applications. For both, please fill out the last page – Lone Star Paving Certification – and resend.

As you are aware, the City Council reviewed both Pay Applications on Tuesday of last week. The City Council voted to approve payment in the amount of \$1,052,558.23, withholding a 10% retainage in the amount of \$116,950.92.

The 10% retainage is related to the cleanup of loose aggregate / rock piles in certain locations throughout the City, including the staging area located near US Hwy. 281 and E. Ash Dr. The retainage is justified based on the following contract provisions:

1. Article 5 *Payment Procedures*;
2. General Conditions *Subcontracts*;
3. General Conditions *Payments to Contractor*;
4. General Conditions *Removal of Debris, Cleaning, Etc.*; and
5. Technical Specifications TxDOT Item 316 *Seal Coat*.

Once I receive the certified Pay Applications, I will process payment in the amount of \$1,052,558.23. Moreover, the Public Works Director and I will identify a comprehensive list of areas requiring additional aggregate cleanup / sweeping / vacuuming. Once drafted, I will send to you.

Best,



Rick A. Schroder
Chief Administrative Officer
303 E. Pecan Dr. (Physical) | P.O. Box 369 (Mailing) | Johnson City, Texas 78636
(830) 868-7111, Ext. 8 | (830) 868-7718 (Fax) | www.johnsoncitytx.org
Yesterday is not ours to recover, but tomorrow is ours to win or lose. – President LBJ

OPEN MEETINGS ACT / CONFIDENTIALITY NOTICE: City Councilpersons and members of other Johnson City boards and / or commissions shall not "reply all" to this e-mail message. Please reply only to the original sender of this e-mail message. This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential or privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.



Lone Star Paving Company
 PO Box 200608
 Austin, Tx 78720
 Phone: (512) 428-5778
 Fax: (512) 233-0628

City of Johnson City

Project Name Johnson City 2023 St Imp
 Project Address 303 E. Pecan Dr.
 Johnson City, TX 78636

Please remit payment to the following address

Lone Star Paving Company
 PO Box 200608
 Austin, Tx 78720

Invoice Number 54197-1 Application Number 1
 Invoice Date 4/30/2024 Billing Period Ending 4/30/2024
 Due Date 5/30/2024 LSP Job Number 54197

Customer Contract

Project Number
 Original Contract Date 4/1/2024

Billing Contact
 Phone (512) 428-5778

Contract Billing Information	
Contract Sum	1,074,966.25
Completed to Date	1,084,781.41
Retainage	0.00
Total Earned less Retainage	1,084,781.41
Previous Billings	0.00
Current Payment Due	1,084,781.41
Sales Tax	0.00
Total Due	1,084,781.41

Dates Work Performed

Change Orders and Other Comments
 0.00

Please make all checks payable to Lone Star Paving Company

Thank you for your business!



Lone Star Paving Company
 PO Box 200608
 Austin, Tx 78720
 Phone: (512) 428-5778
 Fax: (512) 233-0628

Invoice Number 54197-1 Application Number 1
 Invoice Date 4/30/2024 Billing Period Ending 4/30/2024
 Due Date 5/30/2024 LSP Job Number 54197

CONTRACTED

DESCRIPTION	ORIGINAL QUANTITY	UNIT PRICE	AMOUNT
Pothole Repair/Level Up - TY D 64-22 HMAC w/ Traffic Control	500 TON	272.28	136,140.00
Single Course Chip Seal - TY D Grade 4 Sac B & HFRSZP Oil -	184,183 SY	5.00	920,915.00
Scarify Base & Existing HMAC. Reprocess with 2.0	1 LS	17911.25	17,911.25
			1,074,966.25

Please make all checks payable to Lone Star Paving Company
Thank you for your business!



Lone Star Paving Company
 PO Box 200608
 Austin, Tx 78720
 Phone: (512) 428-5778
 Fax: (512) 233-0628

Invoice Number 54197-1
 Invoice Date 4/30/2024
 Due Date 5/30/2024
 Application Number 1
 Billing Period Ending 4/30/2024
 LSP Job Number 54197

DESCRIPTION	PREVIOUS		TO DATE		CURRENT DUE	
	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
Pothole Repair/Level Up - TY D 64-22 HMAC w/ Traffic Control	0 TON	0.00	806.56 TON	219,610.16	806.56 TON	219,610.16
Single Course Chip Seal - TY D Grade 4 Sac B & HFRS2P Oil -	0 SY	0.00	169,452 SY	847,260.00	169,452 SY	847,260.00
Scarify Base & Existing HMAC. Reprocess with 2.0	0 LS	0.00	1 LS	17,911.25	1 LS	17,911.25
		0.00		1,084,781.41		1,084,781.41

Please make all checks payable to Lone Star Paving Company

Thank you for your business!



Lone Star Paving Company
 PO Box 200608
 Austin, Tx 78720
 Phone: (512) 428-5778
 Fax: (512) 233-0628

Invoice Number 54197-1 Application Number 1
 Invoice Date 4/30/2024 Billing Period Ending 4/30/2024
 Due Date 5/30/2024 LSP Job Number 54197

Lone Star Paving Certification (if required)

Lone Star Paving Company certifies to the best of their knowledge, information and belief the scope of work covered by this application for payment has been completed in accordance with contract terms, that all amounts have been paid by Lone Star Paving Company for which previous Applications for payments were issued and payments received from the Owner, and that the current payment shown herein is now due.

By: *Paul Buer* Date: 7/9/24
 State of Texas, County of TARRANT, Subscribed and sworn to before me this 9th day of July, 2024
 Notary Public: *Lindsay Rose Bucher* Number 1315945169 My Commission Expires



Please make all checks payable to Lone Star Paving Company
Thank you for your business!



Lone Star Paving Company
PO Box 200608
Austin, Tx 78720
Phone: (512) 428-5778
Fax: (512) 233-0628

City of Johnson City

Project Name Johnson City 2023 St Imp
Project Address 303 E. Pecan Dr.
Johnson City, TX 78636

Please remit payment to the following address

Lone Star Paving Company
PO Box 200608
Austin, Tx 78720

Invoice Number 54197-2 Application Number 2
Invoice Date 6/25/2024 Billing Period Ending 6/25/2024
Due Date 7/25/2024 LSP Job Number 54197

Customer Contract
Project Number
Original Contract Date 4/1/2024

Billing Contact
Phone (512) 428-5778

Contract Billing Information	
Contract Sum	1,159,693.99
Completed to Date	1,169,509.15
Retainage	0.00
Total Earned less Retainage	1,169,509.15
Previous Billings	1,084,781.41
Current Payment Due	84,727.74
Sales Tax	0.00
Total Due	84,727.74

Dates Work Performed
Change Orders and Other Comments
0.00

Please make all checks payable to Lone Star Paving Company
Thank you for your business!



Lone Star Paving Company
 PO Box 200608
 Austin, Tx 78720
 Phone: (512) 428-5778
 Fax: (512) 233-0628

Invoice Number 54197-2 Application Number 2
 Invoice Date 6/25/2024 Billing Period Ending 6/25/2024
 Due Date 7/25/2024 LSP Job Number 54197

CONTRACTED

DESCRIPTION	ORIGINAL QUANTITY	UNIT PRICE	AMOUNT
Pothole Repair/Level Up - TY D 64-22 HMAC w/ Traffic Control	500 TON	272.28	136,140.00
Single Course Chip Seal - TY D Grade 4 Sec B & HFRS2P Oil -	184,183 SY	5.00	920,915.00
Scarify Base & Existing HMAC. Reprocess with 2.0	1 LS	17911.25	17,911.25
CO - Patching & Overlays	291.64 TON	272.28	79,407.74
CO - Added Seal Coat	1,064 SY	5.00	5,320.00
N/A	0	0.00	0.00
			1,159,693.99

Please make all checks payable to Lone Star Paving Company

Thank you for your business!



Lone Star Paving Company
 PO Box 200608
 Austin, Tx 78720
 Phone: (512) 428-5778
 Fax: (512) 233-0628

Invoice Number 54197-2 Application Number 2
 Invoice Date 6/25/2024 Billing Period Ending 6/25/2024
 Due Date 7/25/2024 LSP Job Number 54197

DESCRIPTION	PREVIOUS		TO DATE		CURRENT DUE	
	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT
Pothole Repair/Level Up - TY D 64-22 HMAC w/ Traffic Control	806.56 TON	219,610.16	806.56 TON	219,610.16	0 TON	0.00
Single Course Chip Seal - TY D Grade 4 Sac B & HFRS2P Oil -	169.452 SY	847,260.00	169.452 SY	847,260.00	0 SY	0.00
Scarify Base & Existing HMAC, Reprocess with 2.0	1 LS	17,911.25	1 LS	17,911.25	0 LS	0.00
CO - Patching & Overlays	0 TON	0.00	291.64 TON	79,407.74	291.64 TON	79,407.74
CO - Added Seal Coat	0 SY	0.00	1,064 SY	5,320.00	1,064 SY	5,320.00
N/A	0	0.00	0	0.00	0	0.00
		1,084,781.41		1,169,509.15		84,727.74

Please make all checks payable to Lone Star Paving Company
Thank you for your business!



Lone Star Paving Company
 PO Box 200608
 Austin, Tx 78720
 Phone: (512) 428-5778
 Fax: (512) 233-0628

Invoice Number 54197-2 Application Number 2
 Invoice Date 6/25/2024 Billing Period Ending 6/25/2024
 Due Date 7/25/2024 LSP Job Number 54197

Lone Star Paving Certification (if required)

Lone Star Paving Company certifies to the best of their knowledge, information and belief the scope of work covered by this application for payment has been completed in accordance with contract terms, that all amounts have been paid by Lone Star Paving Company for which previous Applications for payments were issued and payments received from the Owner, and that the current payment shown herein is now due.

By: [Signature] Date: 7/9/24
 State of Texas, County of TARRANT, Subscribed and sworn to before me this 8th day of July 20 24

Notary Public: [Signature] Number 131594568 My Commission Expires



Please make all checks payable to Lone Star Paving Company
Thank you for your business!