

Agreement for Professional Services

This Agreement for Professional Services is made and entered into by and between Walker Partners, LLC, a Texas limited liability company (the "Engineer"), and the City of Hewitt (the "Owner") upon the following terms and conditions.

1. SCOPE OF SERVICES

Engineer will provide the services for Commerce Park Water Plant Improvements (the "Project"), which shall consist of the services described on the attached Exhibit A and Treasury ARPA Terms and Conditions on the attached Exhibit B.

2. COMPENSATION

Owner agrees to pay Engineer for the services set forth in Exhibit A a lump sum in the amount of \$860,350.00, payable as set forth in Section 3 below. In addition, Owner shall reimburse Engineer for out-of-pocket expenses. Changes in compensation shall be made in accordance with Section 13 of this Agreement, or in accordance with Exhibit A. The terms relating to compensation set forth in Exhibit A shall control over the provisions of this Agreement if inconsistent.

3. INVOICES

Engineer will submit monthly invoices for services rendered and Owner will make payments to Engineer within thirty (30) days of Owner's receipt of Engineer's invoice.

Engineer will retain receipts for reimbursable expenses in accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by Owner's auditors upon request.

If Owner disputes any items in Engineer's invoice for any reason, including the lack of supporting documentation, Owner may temporarily delete the disputed item and pay the remaining amount of the invoice. Owner will promptly notify Engineer of the dispute and request clarification and/or correction. After any dispute has been settled, Engineer will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

Owner recognizes that late payment of invoices results in extra expenses for Engineer. Engineer retains the right to assess Owner interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date of Engineer's invoice. In the event undisputed portions of Engineer's invoices are not paid when due, ENGINEER shall have the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

4. TERMINATION OF AGREEMENT

Owner or Engineer may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. The Engineer will submit the final invoice which will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs Engineer incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

5. SERVICES AND INFORMATION FROM OWNER

Owner will provide all criteria and information pertaining to Owner's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. Owner will also provide copies of any Owner-furnished Standard Details, Standard Specifications,

or Standard Bidding Documents which are to be incorporated into the project.

Owner will furnish the services of soils/geotechnical Engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by Engineer. The Owner agrees to bear full responsibility for the technical accuracy and content of Owner-furnished documents and services.

In performing professional Engineering and related services hereunder, it is understood by Owner that Engineer is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the Owner's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the Owner's legal and financial interests. To that end, the Owner agrees that Owner or the Owner's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by Engineer, and will obtain the advice of an attorney, insurance counselor or other consultant as the Owner deems necessary to protect the Owner's interests before Owner takes action or forebears to take action based upon or relying upon the services provided by Engineer.

6. STANDARD OF PERFORMANCE

The standard of care for all professional Engineering, consulting and related services performed or furnished by Engineer and its employees under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under the same or similar circumstances at the same time and in the same locality. Other than as set forth above, Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

7. RESPONSIBILITY FOR CONSTRUCTION OBSERVATION

a. Construction observation is generally considered an essential element of a complete design professional service. Accordingly, if the Owner directs Engineer to not provide construction observation, the Engineer shall not be responsible for the consequences resulting from matters that reasonably would have been prevented or mitigated had such services been provided.

b. Unless otherwise provided in writing, construction visits and observations are performed to observe the progress and quality of the work completed by the contractor. Such visits are not intended to be an exhaustive check or an inspection of the contractor's work, but rather are to allow Engineer, as an experienced professional, to become familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the contract documents.

Based on such observation, Engineer shall keep Owner informed as to the progress of the work and shall endeavor to guard Owner against deficiencies in the work. If Owner desires more extensive project observation or full-time resident project representation ("RPR") such services may, if agreed to by the parties, be provided as additional services under this Agreement.

Engineer shall not supervise, direct, or have control over the contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor, nor for the contractor's safety precautions or programs associated with the work. These rights and responsibilities are solely those of the contractor.

c. Owner waives any claim against Engineer, and agrees to defend, indemnify and hold Engineer harmless from any claim for injury or loss that results from failure to follow Engineer's plans, specifications or design intent, or for failure to obtain and/or follow Engineer's guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing

Engineer's plans, specifications or other instruments of service. Engineer does not guarantee the performance of contractor or its subcontractors, employees, or agents, and shall not be responsible for their failure to work in accordance with the contract documents or any applicable laws, codes, rules, or regulations. Owner also agrees to compensate Engineer for any time and expenses incurred by Engineer in defense of any such claim, with such compensation to be based upon the Engineer's prevailing fee schedule.

d. Owner agrees to include Engineer as an indemnified party in Owner's construction contracts for the project, which shall protect Engineer to the same degree as Owner. Further, Owner agrees that Engineer shall be listed as an additional insured under the construction contractor's liability insurance policies.

8. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by Engineer are made on the basis of information available to Engineer and on the basis of Engineer's experience and qualifications, and represents its judgment as an experienced and qualified professional Engineer. However, since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, Engineer does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Engineer prepares.

9. INSURANCE/INDEMNITY

Engineer agrees to procure and maintain, at its expense, the types of insurance listed below with limits of liability for such insurance as follows:

- | | |
|--|-------------|
| 1. By Engineer: | |
| a. Workers Compensation | Statutory |
| b. Employer's Liability - | |
| 1) Each Accident: | \$1,000,000 |
| 2) Disease, Policy Limit: | \$1,000,000 |
| 3) Disease, Each Employee: | \$1,000,000 |
| c. General Liability - | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| 3) Products & Completed Operations Aggregate: | \$2,000,000 |
| 4) Personal & Advertising Injury: | \$1,000,000 |
| d. Excess or Umbrella Liability - | |
| 1) Per Occurrence: | \$2,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| e. Automobile Liability - Combined Single Limit Each Accident: | \$1,000,000 |
| f. Professional Liability - | |
| 1) Each Claim: | \$1,000,000 |
| 2) Annual Policy Aggregate: | \$2,000,000 |

Owner shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the Owner.

10. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by Engineer pursuant to this Agreement, are instruments of service with respect to the project. Engineer retains Ownership of all such documents. Owner may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by Owner or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at

Owner's sole risk and without liability or legal exposure to Engineer, and Owner will defend, indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Owner and Engineer.

11. SUCCESSORS, ASSIGNS AND BENEFICIARIES

Owner and Engineer, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither Owner nor Engineer will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

12. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

13. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable sections of this Agreement. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Engineer will inform Owner of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

14. CONTROLLING AGREEMENT

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the state of Texas and venue for any matter arising under this Agreement or relating to the services performed hereunder shall be in McLennan County, Texas.

16. HAZARDOUS MATERIALS

Owner represents to Engineer that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, Owner represents that to the best of its knowledge it has disclosed to Engineer the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that Engineer's scope of services do not include services related in any way to hazardous materials. In the event Engineer or any other party encounters undisclosed hazardous materials, Engineer shall have the obligation to notify Owner and, to the extent required by law or regulation, the

appropriate governmental officials, and Engineer may, at its option and without liability for delay, consequential or any other damages to Owner, suspend performance of services on that portion of the project affected by hazardous materials until Owner: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an “arranger,” “operator,” “generator,” or “transporter” of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with Engineer’s services under this Agreement. If Engineer’s services hereunder cannot be performed because of the existence of hazardous materials, Engineer shall be entitled to terminate this Agreement for cause on thirty (30) days written notice. To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual’s or entity’s sole negligence or willful misconduct.

17. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between Engineer and Owner, supersedes and controls over all prior written or oral understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

18. LITIGATION SUPPORT

In the event Engineer is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which Engineer is not a party, Owner shall reimburse Engineer for reasonable costs in responding and compensate Engineer at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. UTILITY LOCATION

A local utility locating service shall be contacted by Engineer to make arrangements for all utilities to determine the location of underground utilities. In addition, Owner shall notify Engineer of the presence and location of any underground utilities located on the Owner’s property which are not the responsibility of private/public utilities. Engineer shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The Owner agrees to waive any claim against Engineer and will indemnify and hold Engineer harmless from any claim of liability, injury or loss caused by or allegedly caused by Engineer damaging of underground utilities that are not properly marked or are not called to Engineer’s attention prior to beginning the underground sampling/testing.

20. SCHEDULE FOR SERVICES – OR – TIME OF COMPLETION

Engineer acknowledges the importance to the Owner of the project schedule and agrees to put forth its best professional efforts to perform its services under this proposal in a manner consistent with that schedule. The Owner understands, however, that Engineer’s performance must be governed by sound professional practices. If requested, Engineer will develop a project schedule outlining the duration of each of the items described in the Scope of Services.

21. DISPUTE RESOLUTION

Arbitration: Certain disputes (as set forth in Section 21(b) below) between Owner and Engineer shall be settled by arbitration in accordance with the *American Arbitration Association* rules effective at the date of this Agreement, subject to the conditions stated below. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into in accordance with this Section 21 will be specifically enforceable under prevailing law of any court having jurisdiction.

a. Notice of the demand for arbitration must be filed in writing with the other party to the Agreement and with the *American Arbitration Association*. The demand must be made within a reasonable time after the dispute has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations.

b. All demands for arbitration and all answering statements thereto which include any monetary claims must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than 100% of the amount payable to Engineer under this Agreement, but not to exceed \$500,000 (exclusive of interest and costs). The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any dispute if the amount in controversy in such dispute is more than 100% of the amount payable to Engineer under this Agreement, but not to exceed \$500,000 (exclusive of interest and costs), or to render a monetary award in response thereto against any party which totals more than 100% of the amount payable to Engineer under this Agreement, but not to exceed \$500,000 (exclusive of interest and costs). Disputes that are not subject to arbitration under this paragraph may be resolved in any court of competent jurisdiction.

c. With respect to matters resolved in court, OWNER AND ENGINEER HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. OWNER AND ENGINEER REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

d. The rules of any arbitration shall be supplemented to include the following: The award rendered by the arbitrators shall be in writing, and shall include (a) a precise breakdown of the award, and (b) a written explanation of the award specifically citing the Agreement provisions deemed applicable and relied on in making the award.

e. The award rendered by the arbitrators will be consistent with the Agreement of the parties and final, and judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to appeal or modification.

f. If a dispute in question between Owner and Engineer involves the work of a Contractor, Subcontractor, or consultants to the Owner or Engineer (each a "Joinable Party"), and such Joinable Party has agreed contractually or otherwise to participate in a consolidated arbitration concerning this project, then either Owner or Engineer may join such Joinable Party as a party to the arbitration between Owner and Engineer hereunder. Nothing in this Section 21 nor in the provision of such contract consenting to joinder shall create any claim, right, or cause of action in favor of the Joinable Party and against Owner or Engineer that does not otherwise exist.

22. LIMITATIONS OF ENGINEER'S LIABILITY

A. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Section 9 of this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by laws and regulation, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs or damages whatsoever arising out of, resulting from, or in any way related to the project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees and consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed amount paid to Engineer by Owner under this Agreement.

B. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by laws and regulations, and notwithstanding any other provision in the Agreement, consistent with the terms of this Section 22, the Engineer and Engineer's officers, directors, members, partners, agents, employees and consultants shall not be liable to Owner or anyone claiming by, through, or under Owner for any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the project, from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, or warranties, express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees or Consultants, or any of them.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Professional Services on the ____ day of _____, 2022.

Engineer:

WALKER PARTNERS, LLC

By: George E. Walker, Jr.

Name: George E. Walker, Jr.

Title: President/CEO

Owner:

CITY OF HEWITT

By: _____

Name: _____

Title: _____

Exhibit A
Scope of Services

SCOPE AND FEE PROPOSAL

To: City of Hewitt
Attn: Bo Thomas – City Manager
From: Kyle D. Schulze, P.E. – Client Manager
Project Name: Commerce Park Water Plant Improvements
Project No.: 1-03655.00
Date: May 9, 2022
Xc: George E. “Jed” Walker, Jr. P.E., Miles Whitney, P.E.; Project File

COMMERCE PARK WATER PLANT IMPROVEMENTS

Walker Partners, LLC (Engineer/Surveyor) appreciates this opportunity to submit this Proposal to provide professional surveying and civil engineering services to the City of Hewitt (City) in connection with the Commerce Park Water Plant Improvements (Project). Based upon our initial meetings, we understand that the City intends to complete water improvements consisting of a new Trinity Aquifer water well, a new ground storage tank, vertical turbine booster pumps, surge anticipator valve, pressure sustaining valve, standby generator, electrical improvements and associated site piping.

The proposed improvements are planned to be constructed at the existing Commerce Park water plant site located just north of Alliance Parkway and east of Bagby Avenue. A one-million-gallon elevated storage tank and building that houses the liquid ammonium sulfate and chlorine rooms currently reside on the site. A schematic map of the project location is shown on the attached Exhibit A.

The preliminary Engineer’s Opinion of Probable construction cost for the project is estimated to be \$6,596,400.00 (with 15% construction contingency). This estimate is in February of 2022 dollars. The construction cost is attached and reflects a one-million-gallon prestressed concrete ground storage tank, 12-inch dia. water well (500 gpm), 3,000 gallon per minute (GPM) vertical turbine pumps, yard piping, electrical/instrumentation/SCADA improvements, chlorine/LAS upgrades, and other components as initially described above.

It is understood that this project will be partially funded by American Rescue Plan Act (ARPA) funding.

It is also planned for this project to be constructed with two construction contracts. Generally divided with the Water Well as Contract No. 1 and Ground Storage Tank / Pump Station as Contract No. 2.

The scope of services, schedule, and associated fees that Walker Partners proposes to provide for this Project are outlined below:

1.00 SCOPE OF SERVICES

1.01 SURVEYING SERVICES

A. Topographic / Boundary Survey (Phase 12)

1. Perform Deed Research of Subject Tracts for the purpose of reconciling tract lines.
2. Perform a Boundary Survey based upon North American Datum of 1983 (NAD83) State Plane Coordinates and in accordance with the General Rules of Procedures and Practices as set forth by the Texas Board of Professional Land Surveying and laws of the State of Texas, unless otherwise specified by the City.

3. Include the results of the Boundary Survey in the master design drawing including the existing survey monuments found in the field; depict record easements that may exist.
4. Perform an on-the-ground field survey to obtain the topography (terrain data) and other visible and apparent surface features (manmade or natural) such as ditches, swales, channels, embankments, drainage structures, catch basins and inlets, manholes, above-grade utility appurtenances, pavements, significant trees (hardwoods greater than 8 inches in diameter), fences, building structures, water's edge, etc. For underground utilities, Walker Partners will coordinate with Texas 811. The approximate locations of underground utilities will be shown based upon utility locators' markings.
5. Establish vertical control at the site and place benchmarks based upon North American Vertical Datum of 1988 (NAVD88), unless otherwise specified by client.
6. Prepare a topographic map from the topographic survey depicting the physical features as described above and with elevation contours at a 1-foot interval.

B. Prepare Sanitary Control Survey Drawing (Phase 16)

Walker Partners will prepare metes and bounds descriptions along with accompanying drawings of the sanitary control easement to be used as an attachment to easement legal documents (*as prepared by City of Hewitt legal staff*). The description and drawing will be delivered to City of Hewitt legal staff for its use in preparing Easement for filing for record. Walker Partners will set iron rods at the easement corners. It is estimated that the total number of sanitary control easements to be prepared will be two (2).

1.02 ENGINEERING BASIC SERVICES

A. Preliminary Design (Phase 30)

1. Attend preliminary conferences with the City and other interested parties to define and clarify the City's requirements for the Project.
2. Establish the scope of any soil and foundation investigations or any special surveys and tests which, in the opinion of the Engineer, may be required; assist the City in arranging for such work to be done, for the City's account.
3. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including general permit requirements for the various components of the project.
4. Manage sub-consultants and coordinate their corresponding scope of work during the preliminary design phase.
5. Contact franchise utilities located within the project area and determine the approximate locations of the existing utilities with respect to the new water system improvements. At a minimum, Atmos (gas), AT&T (comm.), Oncor (electric), Grande (comm.), Spectrum (comm.) will be contacted.
 - No potholing of existing below ground utilities is included within the scope of services. If during preliminary design this service is deemed necessary, this additional work will be negotiated with the City.
6. Prepare preliminary design documents on the Project in sufficient detail to indicate clearly the challenges involved and the alternate solutions available to the City, including final design criteria, preliminary drawings, an outline of specifications, and setting forth clearly the Engineer's recommendations.
7. Prepare an updated preliminary Engineer's Opinion of Probable Cost.

8. Furnish the City the required number of copies of the preliminary plan, including preliminary layouts and cost estimates.

B. Final Design (Phase 40)

The following is for 2 bid packages (1 for water well, 1 for GST/PS)

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. The Drawings to be prepared with this Phase of the Work, in general, will include the following:
 - General Condition Drawings – these Drawings shall be for informational, permitting, and bidding purposes and shall, in general, consist of the following:
 - i) General Notes and Project Specific Notes
 - ii) Legends, Abbreviations, and Symbols
 - iii) Survey Control Plan
 - iv) Topographic Survey
 - v) Sedimentation and Erosion Control Plan - prepare a Sedimentation and Erosion Control Plan for the project site including recommendations of “best management practices” for controlling sedimentation and erosion on the site during construction activities.
 - Civil Drawings for the project including site plan and grading plan.
 - i) Grading Plan – prepare a Grading Plan for the project. This plan will show existing grades, proposed contours and spot elevations as required; proposed grades at critical features; and proposed finish floor elevation(s).
 - ii) Water System Plan – prepare drawings for the water improvements including, fire hydrants, meters, piping, surge anticipator valves, pressure sustaining valves
 - Mechanical Drawings for the project components.
 - Structural Drawings for the project components.
 - Vertical Turbine Pump Drawings
 - Ground Storage Tank Drawings
 - Details – provide project-specific details and municipality standard details as required for permitting, bidding, and construction purposes.
2. Provide technical criteria, written descriptions, and design data for City’s use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist the City in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
3. Advise the City of any adjustments to the opinion of probable Construction Cost known to Engineer.
4. Prepare and furnish Bidding Documents for review by the City, its legal counsel, and other advisors, and assist the City in the preparation of other related documents.
5. Revise the Bidding Documents in accordance with comments and instructions from the City, as appropriate, and submit final copies of the Bidding Documents, a revised opinion of probable Construction Cost, and any other deliverables to the City within 21 calendar days after receipt of the City’s comments and instructions.

C. Water Well Design & Project Coordination (Cayote Consulting, LLC) (Phase 100)

Cayote Consulting, LLC will provide professional engineering services as outlined below:

Preliminary Design / Project Management / Permitting

1. Meetings/Coordination – Meetings as necessary to provide updates, solicit direction, present results, and coordinate with ongoing City activities, including proposed ground storage tank and pump station design.
2. Research – Gathering of planning documents and guides from GWCDs and other governing entities. Development of land use assumptions, conveyance routing, facility siting, etc.
3. Objectives – Coordinated development of well objectives, both conceptual and specific.
4. Ground Water Conservation District Coordination / Final Permitting – Coordination with the GWCD regarding well replacement strategies and moving HUPP to new well location. Coordinate this task with RW Harden

Evaluation of Groundwater Resources and Permitting (R W Harden & Associates)

- a. **Evaluation of Available Data** – Compile and review hydrogeologic information from various public and private sources. Collate and summarize data for use in subsequent tasks.
- b. **Evaluate Groundwater Conservation District Rules and Management Plan** – Review current Southern Trinity Groundwater Conservation District Rules (STGCD or District) rules and management plan. Identify and tabulate rules and/or policies that may affect project production.
- c. **Groundwater Modeling** – Conduct groundwater flow modeling using hydrogeologic data compiled during previous tasks for purposes of permitting. Estimate regional and local-scale aquifer responses to groundwater production.
- d. **Groundwater Conservation District Replacement Well Permitting** – Preparation of submittals associated with obtaining STGCD approval for drilling and production of groundwater from a replacement well. Provide technical support during STGCD review of submittals and Client representation during the well permit hearing.

Final Design Phase

1. Well Characteristics – Develop list of proposed well design characteristics utilizing neighboring well characteristics. Coordinate this task with RW Harden.
2. Final Review with City – Discuss final well design characteristics with the City and coordinate with electrical engineers, planned sizing.
3. Plan Submission to TCEQ – Project plans and specifications to be submitted to TCEQ for "Interim Approvals"

Bidding Phase

1. Project Bidding – Prepare final documents and begin the bidding process of the project.
2. Project Bid Tabulation and Letter of Recommendation – Answer contractor questions, prepare Addenda, prepare bid tabulations, check references, and provide City with a Letter of Recommendation.

Construction Administration Phase

1. Construction Administration – Provide periodic inspection services on key points of the project. Review and provide comments on project submittals, manage project pace.
2. Completed Well Submission Packet to TCEQ – Obtain and prepare all documentation needed to submit for use the completed well packet to TCEQ for interim use approvals, utilizing data obtained during the drilling process.
3. Record Drawings – Provide City with project completion documentation and data needed for O&M operations.

D. Electrical & SCADA Design (JRSA Engineering) (Phase 101)

JRSA Engineering will provide professional engineering services to design the electrical, instrumentation and controls systems as outlined below:

Preliminary Design

1. Verify existing equipment sizes and locations.
2. Compare options for well pump normal and emergency power.
3. Provide a preliminary report/ write-up

Final Design Phase

4. Prepare one set of electronic/pdf plans and specifications for bid.
5. Provide submittals for 60%, 90% and 100% and provide review comments.
6. Design the electrical, instrumentation and control, and SCADA systems for the plant additions; including: two transfer booster pumps, a water well pump, and a ground storage tank.
7. Coordinate either an additional electrical service or a larger electrical service for the pump station.
8. Design a single diesel generator to provide emergency power for the well pump and booster pumps.
9. Provide coordination with Walker Partners, Cayote Engineering, and the City of Hewitt. Attend design meetings as required.
10. Preparation of our Engineer's Opinion of Probable Construction Costs for our design.

Construction Administration Phase

1. Shop drawing review
2. Three site visits to report on the progress of construction
3. Provide a final inspection, O&M manual review and the preparation of record drawings

E. Bidding (Phase 50)

The following is for 2 bid packages (1 for water well, 1 for GST/PS)

1. Assist the City in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-Bid conferences, if any, and receive and process contractor deposits or charges for the Bidding Documents.
2. Issue Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Provide information or assistance needed by the City in the course of any negotiations with prospective contractors.
4. Consult with the City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those

portions of the Work as to which such acceptability is required by the Bidding Documents.

5. Attend the Bid opening, prepare Bid tabulation sheets, and assist the City in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

F. Construction Administration (Phase 60)

The following is for 2 construction contracts (1 for water well, 1 for GST/PS)

1. Assist in the preparation of formal Contract Documents.
2. Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
3. Schedules. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
4. Make periodic visits to the site (as distinguished from the continuous services of a resident Project Representative) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents.

In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of the contractor, but he cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.

5. Consult and advise with the City; issue all instructions to the contractor requested by the City; and prepare and issue routine change orders with the City's approval.
6. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the City and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with Contract Documents.
7. Obtain and review monthly and final estimates for payments to contractors, and furnish to the City any recommended payments to contractors and suppliers; assemble written guarantees which are required by the Contract Documents.
8. Conduct, in company with the City, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect the City's final payment to the contractors.

1.03 SPECIAL SERVICES**A. Construction Staking (Phase 65)**

Baselines and Benchmarks. As appropriate, the Engineer shall establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed with construction.

B. Resident Project Representative (RPR) Services (Phase 70)

Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR will provide part-time representation for the estimated 18 month construction duration – 20-man hours per week for 78 weeks. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for the City against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

The duties and responsibilities of the RPR are as follows:

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with the City only with the knowledge of and under the direction of Engineer.
2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. Safety Compliance: Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. Liaison:
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

- b. Assist Engineer in serving as the City's liaison with Contractor when Contractor's operations affect the City's on-site operations.
 - c. Assist in obtaining from the City additional details or information, when required for proper execution of the Work.
- 6. Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs) or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- 7. Review of Work; Defective Work:
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.; and
 - c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- 8. Records:
 - a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
 - b. Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - c. Upon request from the City to Engineer, photograph or video Work in progress or Site conditions.
 - d. Maintain records for use in preparing Project documentation.
 - e. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- 9. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and the City copies of all inspection and test reports.
 - d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
10. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
11. Completion:
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of the City and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of the City or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

C. Title Search / Title Letter (Phase 102)

Contract with a Title Company to perform a title search on the deed of the current property owner and make a 70-year "run sheet" of the documents / instruments found. Prepare a Title Letter describing the instruments and summarizing the findings of the title search. Note: no title opinion will be given. Estimated that 2 will be obtained.

D. Summary Appraisal Reports (Phase 103)

Summary appraisal reports will be prepared based upon the fee simple market value of the land in a vacant condition. Values shall be assigned to the permanent easement and the temporary construction easement, and consideration shall be given to possible damages on the remainder. Based upon preliminary sizes of tracts, it is assumed that multiple sets of comps will need to be developed. Estimated that 1 will be obtained. Walker Partners will obtain summary appraisal reports from Gene Munn at a maximum of \$4,250.00 per report and will only bill for reports actually completed. Estimated at $2 \times \$4,250.00 = \$8,500.00$.

E. Easement Acquisitions (Permanent and Temporary Construction Easements) (Phase 104)

Millard Real Estate Advisors, Inc. (Mr. Mike Millard) will perform all of the acquisitions duties related to actually acquiring the easements necessary for the completion of this project. These duties will involve reviewing the appraisal district data, performing the deed record checks, making initial contact with the property owners, reviewing the Title Letters, reviewing plats and property descriptions, providing broker's opinion of costs (if necessary), and negotiating with the property owners (3 visits per owner). Walker Partners estimates that 2 easement will need to be acquired. Walker Partners will utilize Mike Millard to acquire the property required at a maximum of \$2,500.00 per parcel. Estimated at $2 \times \$2,500.00 = \$5,000.00$

F. Geotechnical (Langerman Foster Engineering Company) (Phase 105)Project Details

The project consists of a new 1MG Ground Storage Tank and Vertical Turbine Pumps. The Tank will be a pre-stressed concrete tank with a diameter of 66 feet, and a height of 40 feet. The Pumps will be constructed on-grade with cans that extend about 10 to 15 feet below grade.

LFE expects the site geology will consist of clay soils to a depth of roughly 5 feet, followed by limestone bedrock. A total of 4 borings will be drilled for subsurface exploration as shown in below Table.

Boring Depths	
Structure	Borings
Ground Storage Tank	3@20-ft
Vertical Turbine Pumps	1@20-ft

Underground Utilities

LFE will contact the Texas 811 system for utility locations; however, be aware that the Texas 811 system only locates buried utilities within existing public easement and right-of-ways. In the event that underground utility locations are not known, LFE can arrange for a vacuum truck to pothole at the boring locations. However, these services would constitute additional costs that are not included in this proposal.

Laboratory Testing and Engineering Report

Upon completion of the LFE field exploration, laboratory tests will be conducted in order to evaluate the classification, strength, and volume change potential of the predominant subsurface materials observed in the borings. The results of the field operations and lab tests will be evaluated by a Texas Licensed Professional Engineer

specializing in geotechnical engineering analysis. Engineering evaluation and recommendations will be limited to providing the following services:

1. Description of field operations and laboratory tests;
2. Description of subsurface materials and conditions including boring logs;
3. Short-term groundwater observations during drilling operations.
4. Geotechnical design criteria for the proposed structures as follows:
 - a. Volume change estimates of expansive soils (Potential Vertical Rise)
 - b. Suitable foundation types and depths
 - c. Allowable bearing values
 - d. Lateral earth pressures for below-grade structures
 - e. General comments concerning excavatability
 - f. Geotechnical seismic criteria
 - g. General earthwork and construction criteria

2.00 SCHEDULE FOR SERVICES

Walker Partners acknowledges the importance of the project schedule to the City and agrees to put forth its best professional efforts to perform its services under this proposal in a manner consistent with that schedule. The City understands, however, that Walker Partners' performance must be governed by sound professional practices. If requested, Walker Partners will be pleased to develop a project schedule outlining each of the items included the above-described scope of services. Per ARPA grant requirements, the federal funds must be obligated no later than December 31, 2024 and expended no later than December 31, 2026.

3.00 FEES

3.01 LUMP SUM FEE

For the SCOPE OF SERVICES, outlined above, the City agrees to pay Walker Partners a lump sum fee of **(\$860,350.00)** to be invoiced monthly at a percentage of the work completed.

Below is an itemized breakdown of the proposed fees:

Phase No.	Surveying Services	Lump Sum Fee
12	Topographic / Boundary Survey	\$ 10,000.00
16	Prepare Sanitary Control Survey Drawing	\$ 4,000.00
	Surveying Services Subtotal	\$ 14,000.00
Phase No.	Engineering Basic Services	Lump Sum Fee
30	Preliminary Design	\$ 30,450.00
40	Final Design	\$ 247,420.00
100	Water Well Design & Project Coordination (Cayote Consulting)	\$ 171,250.00
101	Electrical & SCADA Design (JRSA)	\$ 61,600.00
50	Bidding	\$ 15,230.00
60	Construction Administration	\$ 87,550.00
	Engineering Basic Services Subtotal	\$ 613,500.00
Phase No.	Special Services	Lump Sum Fee
65	Construction Staking	\$ 6,500.00
70	Resident Project Representative (RPR)	\$ 202,800.00
102	Title Search / Title Letter	\$ 2,000.00
103	Summary Appraisal Reports (Gene Munn)	\$ 8,500.00
104	Easement Acquisitions (Mike Millard)	\$ 5,000.00
105	Geotechnical (Langerman Foster)	\$ 8,050.00
	Special Services Subtotal	\$ 232,850.00
	TOTAL LUMP SUM FEE	\$ 860,350.00

3.03 ADDITIONAL SERVICES

Fees for Additional Services not identified in the SCOPE OF SERVICES may be deemed necessary during the course of the project. Payment for additional services will be billed on an hourly basis or at a negotiated fee. Work related to Additional Services will not commence without authorization by the City.

4.00 EXCLUSIONS

The following items are excluded from this proposal. If there are questions about any other services not listed here, they shall be clarified prior to approval and acceptance of this proposal.

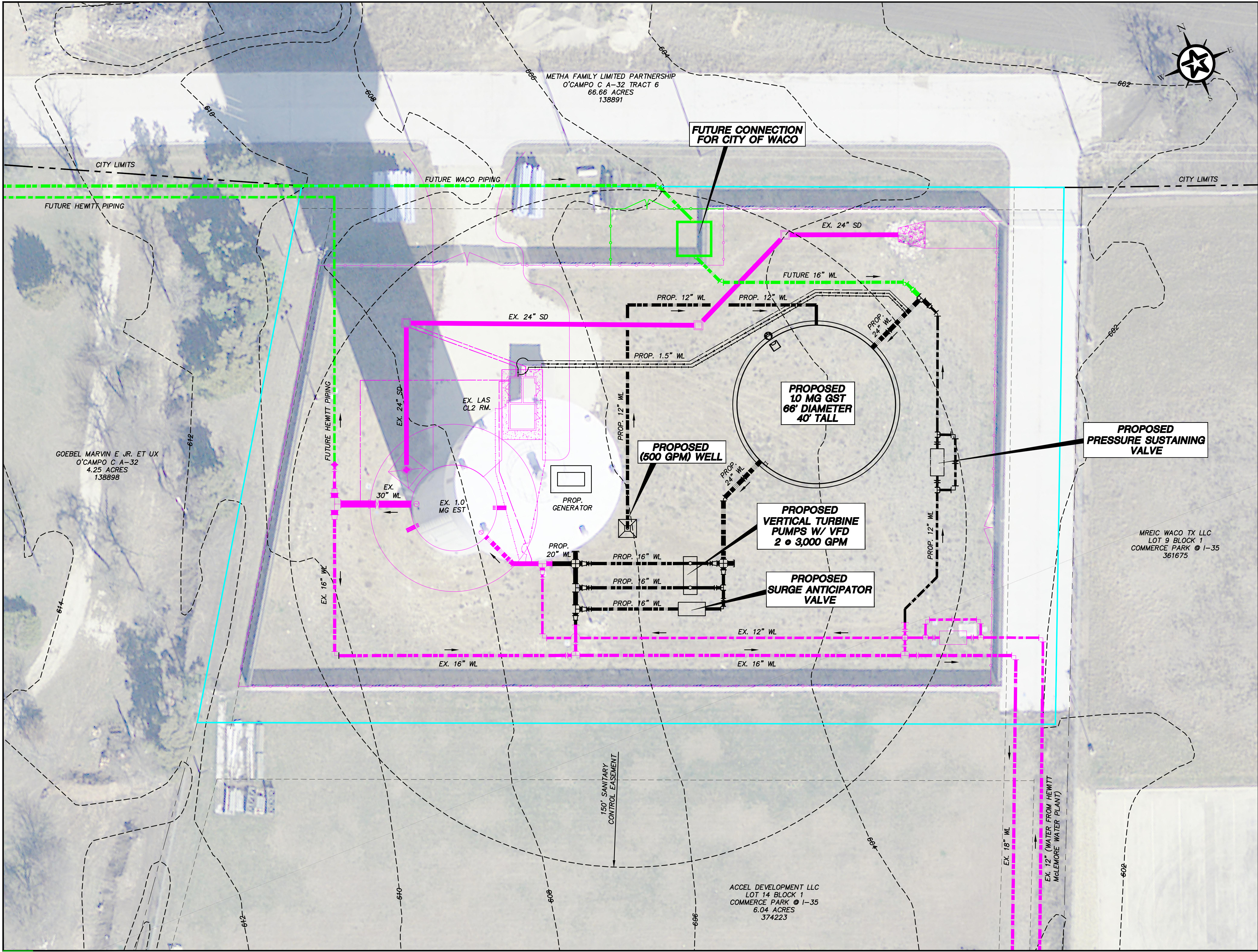
The proposed engineering services do not include the following:

- Construction Materials Testing
- Design work related to LEEDS certification(s)
- Landscape architectural services
- Environmental Investigation
- Wetlands determination and permitting
- Determination of any listed endangered or threatened species
- Determination of any designated critical habitats in the Project area
- Landscape plan and irrigation plans
- Abandonment of private or public easements
- Preparation of easement legal documents
- Filing of documents for public record
- Land Cost for Easement Acquisition.
- Fees required by outside entities for various applications, licenses, or permits.
- Subsurface utility engineering survey
- Assistance to the Owner and/or the Contractor in filing the Notice of Intent (NOI) for the proposed construction activities
- Design of any “dry” utility facilities (i.e. gas, phone, cable TV, etc.)

5.00 ACCEPTANCE OF PROPOSAL

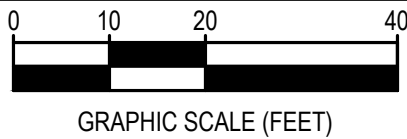
If the Scope of Services, Schedule, and Fees outlined herein are acceptable to the City of Hewitt, Walker Partners will prepare a “Standard Form of Agreement for Professional Services” for review, approval, and execution.

G:\PROJECTS\1-03655\2 ENGINEERING\2.0 CAD\1-03655 SITE PLAN EXHIBIT.DWG, EXH. A DESIGN SCHEMATIC SITE PLAN, 2/1/2022 2:43:36 PM, achids



LEGEND

- PROPERTY BOUNDARY
- EXISTING FACILITIES
- PROPOSED IMPROVEMENTS
- FUTURE IMPROVEMENTS



REV.	DESCRIPTION	DATE

AYOTE CONSULTING, LLC
T.B.P.E. F-16387
P.O. BOX 24189
WACO, TX 76702 PH. 254-744-3439

Walker Partners
engineers ★ surveyors
T.B.P.E. Registration No. 8053

CITY OF HEWITT

COMMERCE PARK WATER
PLANT IMPROVEMENTS

DESIGN SCHEMATIC
SITE PLAN

PRELIMINARY
FOR REVIEW ONLY

THIS DOCUMENT IS
RELEASED FOR THE PURPOSE
OF INTERIM REVIEW UNDER
THE AUTHORITY OF
PROFESSIONAL ENGINEER
KYLE D. SCHULZE
#116026
ON THE DATE SHOWN ON THE
DATE STAMP. IT IS NOT TO BE
USED FOR CONSTRUCTION,
BIDDING, OR PERMIT PURPOSES.

PM	KDS
DESIGNED	KDS
DRAFTED	ARC
CHECKED	KDS
WP PROJECT NO.	1-03655
COW PROJECT NO.	---
DRAWING NO.	EXH. A



Engineer's Opinion of Probable Cost
City of Hewitt
Commerce Park Water Plant Improvements
Project No. 1-03655
February 1, 2022

Item	Description	Quantity	Unit	Unit Price	Total Amount
1.00	General Conditions				
1.01	Mobilization, Barricades & Project Incidentals	1	LS	\$ 250,000.00	\$ 250,000.00
1.02	Stormwater Pollution Prevention Plan	1	LS	\$ 5,000.00	\$ 5,000.00
1.03	Stormwater Pollution Prevention Plan Implementation	1	LS	\$ 5,000.00	\$ 5,000.00
1.04	Trench Safety Plan	1	LS	\$ 1,000.00	\$ 1,000.00
2.00	Water Plant Improvements				
2.01	12" Water Well - 2,055 Feet Deep (500 gpm)	1	LS	\$ 2,750,000.00	\$ 2,750,000.00
2.02	Ground Storage Tank (1 MG Prestressed Concrete)	1	LS	\$ 1,250,000.00	\$ 1,250,000.00
2.03	3,000 gpm Vertical Turbine Pump	2	EA	\$ 125,000.00	\$ 250,000.00
2.04	Yard Piping	1	LS	\$ 150,000.00	\$ 150,000.00
2.05	Electrical/Instrumentation/SCADA	1	LS	\$ 500,000.00	\$ 500,000.00
2.06	Chlorine / LAS System Upgrades	1	LS	\$ 100,000.00	\$ 100,000.00
2.04	Site Work	1	LS	\$ 100,000.00	\$ 100,000.00
2.05	8" Surge Anticipator Valve (adjacent to pumps)	1	LS	\$ 50,000.00	\$ 50,000.00
2.06	8" Pressure Sustaining Valve (McLemore fill line)	1	LS	\$ 50,000.00	\$ 50,000.00
2.07	Standby Generator (including auto transfer switch)	1	LS	\$ 275,000.00	\$ 275,000.00
	Construction Contingency	15%			\$ 860,400.00
Total Estimated Construction Cost					\$ 6,596,400.00

Exhibit B
Treasury ARPA Terms and Conditions

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

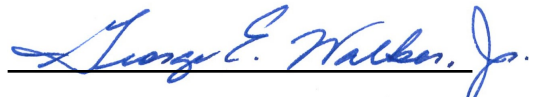
Recipient:

Authorized Representative:

Title:

Date signed:

Engineer:



Authorized Representative: George E. Walker, Jr.

Title: President/CEO

Date Signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.