GREATER TEXOMA UTILITY AUTHORITY
BOARD MEETING
FEBRUARY 20, 2023

GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020

AGENDA
GREATER TEXOMA UTILITY AUTHORITY
BOARD OF DIRECTORS MEETING
GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020
Monday, April 15, 2024, 12:00 p.m.

Notice is hereby given that a meeting of the Board of Directors of the Greater Texoma Utility Authority will be held on the 15th day of April 2024, at 12:00 p.m. in the Administrative Offices of the Greater Texoma Utility Authority, 5100 Airport Drive, Denison TX, 75020, at which time the following items may be discussed, considered and acted upon, including the expenditure of funds.

Agenda:

I. Call to Order.

II. Pledge of Allegiance.

III. Consent Agenda
* Items marked with an asterisk (*) are considered routine by the Board of Directors and will be enacted in one motion without discussion unless a Board Member or a Citizen requests a specific item to be discussed and voted on separately.

IV. * Consider and act upon approval of Minutes March 18, 2024, Meeting.

V. * Consider and act upon approval of accrued liabilities for March 2024.

VI. Citizens to be Heard.

VII. Consider and act upon Kiewit Water Facilities South Company's Guaranteed Maximum J – Architectural and Potential Change Orders Impacting Early Works GMP Packages for City of Sherman's South Wastewater Treatment Plant – MBR Project.

VIII. Consider and act upon Revised CMAR Contingency Language for City of Sherman's South Wastewater Treatment Plant – MBR Project Construction Manager At Risk Agreement with Kiewit Water Facilities South Company.

IX. Consider and act upon award of Contract for City of Sherman WTP – LAS and Rapid Mix Improvements Project.

X. Consider and act upon award of Contract for City of Sherman Downtown Wastewater Improvements, Phase 1.

XI. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Prater Electric for the CGMA Bloomdale Pump Station Emergency Generator Connection Project as complete.

XII. Consider and act upon Resolution by the Board of Directors of the Greater Texoma Utility Authority adopting a Water Conservation Plan and a Water Resource and Emergency Management Plan to promote the responsible use of water.

XIII. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority.

XIV. Adjourn.

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[1]The Board may vote and/or act upon each of the items listed in this agenda.

[2]At any time during the meeting or work session and in compliance with the Texas Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the Greater Texoma Utility Authority Board may meet in executive session on any of the above agenda items or other lawful items for consultation concerning attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gifts (§551.073); personnel matters (§551.074); and deliberation regarding security devices (§551.076). Any subject discussed in executive session may be subject to action during an open meeting.

[3]PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING, AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT VELMA STARKS AT (903) 786-4433 TWO (2) WORKING DAYS PRIOR TO THE MEETING, SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

AGENDA ITEM IV

MINUTES OF THE BOARD OF DIRECTORS' SPECIAL MEETING
GREATER TEXOMA UTILITY AUTHORITY

MONDAY, MARCH 18, 2024

AT THE ADMINISTRATIVE OFFICES
5100 AIRPORT DRIVE
DENISON TX 75020

Members Present:	Scott Blackerby, Henry Koehler, Stanley Thomas, Ken Brawley, Robert Hallberg, Kristofor Speigel, and Donald Johnston
Members Absent:	Brad Morgan and Matt Brown
Staff:	Paul Sigle, Stacy Patrick, Nichole Murphy, Kristi Krider, Debi Atkins, and Velma Starks
General Counsel:	Mike Wynne, Wynne and Smith
Bond Counsel:	
Visitors:	

I. Call to Order

Board Vice President Donald Johnston called the meeting to order at 12:00 p.m.

II. Pledge of Allegiance

Board Vice President Donald Johnston led the group in the Pledge of Allegiance.

III. Consent Agenda
*Items marked with an asterisk (*) are considered routine by the Board of Directors and are enacted in one motion without discussion unless a Board Member or a Citizen requests a specific item to be discussed and voted on separately.

IV. * Consider and act upon approval of Minutes of February 19, 2024, Meeting.

V. * Consider and act upon approval of accrued liabilities for February 2024.

VI. * Consider and act upon Change Order No. 2 on Archer Western contract for City of Sherman WTP Expansion Package 1

Board Member Scott Blackerby made the motion to approve the Consent Agenda. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

VII. Citizens to be Heard.

No citizens wished to be heard.

VIII. Receive Quarterly Investment Report.

Debi Atkins, Financial Officer, reviewed the Quarterly Investment Report with the Board.

IX. Consider all matters incident and related to declaring expectation to reimburse expenditures for the Lake Kiowa Special Utility District project with proceeds of future debt, including the adoption of a resolution pertaining thereto.

General Manager Paul Sigle provided background information for the Board. Lake Kiowa SUD's Board of Directors recently identified the need for an additional water well to allow for redundancy in Lake Kiowa water source and meeting the needs of the community. Lake Kiowa SUD is in the planning and preliminary design phase of the project. The reimbursement resolution will allow Lake Kiowa SUD to proceed with the engineering and be reimbursed for those expenses from a future bond issuance to fund the project. Board Member Ken Brawley made the motion to approve the resolution. Board Member Roeber Hallberg seconded the motion. Motion passed unanimously.

X. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority.

- General Manager Paul Sigle updated the Board on various activities of the Authority.
- Introduced new Groundwater District Registration Coordinator, Kristi Krider.
- Seven projects:
  DFund – Valley View and Hickory Creek
  SWIFT – City of Sherman
  DWSRF – Bartley Woods, Arledge Ridge, Hickory Creek Randolph and Ravenna
- Fires in Panhandle close to former GTUA General Manager Drew Satterwhite's office. He and his family are okay.

Board Member Stanley Thomas questioned the project ownership wording on Change Order #2 documents. Reminder to make sure the document's language stating project owner as City of Sherman/GTUA not GTUA/City of Sherman. GTUA is waiting on Sherman City attorney to respond to wording provided by GTUA attorney. Discussion was held.

XV Adjourn

Board Member Ken Brawley made the motion to adjourn. Board Member Robert Hallberg seconded the motion. Board Vice President Donald Johnston declared the meeting adjourned at 12:15 p.m.

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_____ _____

Recording Secretary Secretary-Treasurer

AGENDA ITEM V

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY AUTHORIZING PAYMENT OF ACCRUED LIABILITIES FOR THE MONTH OF MARCH

The following liabilities are hereby presented for payment:

	CURRENT	PRIOR MONTH	PRIOR YEAR
GENERAL:			
Dues and Subscriptions			
Sherman Chamber of Commerce (Connect membership - yearly renewal 2024)	400.00		
Fuel and Reimbursements for Mileage			
Kristi Krider (Reimbursement for mileage)	8.64		
Velma Starks (Reimbursement for mileage)	25.43		
Valero Fleet Plus (Fuel - operations vehicles)	1,948.61		
Insurance			
TWCA Risk Management (Workers' compensation insurance, February)	449.00		
Leases/Rental Fees			
North Texas Regional Airport (Lease - administrative offices)	2,494.64		
Legal Fees			
Wynne & Smith, LLC (Agenda, Board Meeting)	1,511.25		
Meetings and Conferences			
Debi Atkins (BOD - Cookies and Teas for meetings)	49.50		
Feast On This (BOD Lunch)	287.00		
Miscellaneous			
City of Weston (WWTP - 1 lb duct seal, Cylinder Rental for Chlorine Gas, Chlorine wrench twisted)	2,696.67		
City of Weston (WWTP - Marterials and parts to repair WWTP purchased from Lowes)	787.41		
City of Weston (WWTP - Pliers and parts to repair WWTP purchased from Tractor Supplies)	41.11		
Nova Medical Centers (New Hire physical for KK)	127.44		
Postage			
United States Postal Service (Meter Refill)	500.00		
Professional Services			
Final Details (Cleaning Service)	585.00		
Repair & Maintenance - Building & Equipment			
Diamond Computers - (Cleaned up server room)	1,621.70		
Repair & Maintenance - Administrative and Operations Vehicles			
Bank of Texas Visa - (2019 F150 windshield repair)	583.00		
Grayson County Tax Assessor - (2012 F150 & 2014 F150 registration renewals)	15.00		
Pro Auto Glass & Window Tinting (2012 Ford F150 windshield replacement)	341.50		
Whistlestop (2012, 2014, F150s inspections and 2014 Oil change with truck wash)	127.82		
Supplies			
Bank of Texas Visa (General Office Supplies, Anydesk licenses, efile tax form corrections, Fox it software renewals)	1,718.57		
Office Depot (General Office Supplies - copier papper 8 boxes 10 ream cases)	439.70		
Utilities			
ATMOS Energy (Gas)	242.08		
City of Denison (Water)	248.78		
City of Sherman (Trash services)	85.00		
Shell Energy (Electric)	317.12		
Zulty Inc.(phone lines - local & long distance)	348.91		
Dave Tomlinson (Reimbursement for cell phone expenses)	25.00		
Eric Kyukendall (Reimbursement for cell phone expenses)	25.00		
Nichole Murphy (Reimbursement for cell phone expenses)	25.00		
Paul Sigle (Reimbursment for cell phone expense & internet change)	8.34		
Richard McCool (Reimbursement for cell phone expense)	25.00		
Stacy Patrick (Reimbursement for cell phone expense)	25.00		
Steve White (Reimbursement for cell phone expenses)	25.00		
Wayne Eller (Reimbursement for cell phone expenses)	25.00		
TOTAL:	$ 18,184.22	$ 58,631.18	$ 9,797.29

SOLID WASTE:			
TOTAL:	$ -	$ 920.35	$ 200.57

	CURRENT	PRIOR MONTH	PRIOR YEAR
WASTEWATER:			
Construction Contracts			
Archer Western (Pottsboro 2019 - WWTP Expansion & Rehab for .65 MGD flow rate. 50% complete. Pay App #11)	275,424.00		
BELT Construction (Sherman 2023 - South Side Industrial Sanitary sewer PH1 Pay App #6)	404,763.61		
Cohn & Gregory (Sherman 2023 - WTP equipment & material order # 1411015)	110.60		
Kiewit Water Facilities (Sherman 2023 - WWTP MBR 1% complete)	9,198,462.94		
Kiewit Water Facilities (Sherman 2024 - South WWTP MBR pay request #5 (Membrane Biological Reactor))	5,199,934.27		
Engineering Fees			
Antero Group (Bell 2022 - Waste Water Engineering)	9,674.40		
Binkley & Barfield (Sherman 2021 - Southside Industrial Sanitary Sewer Replacement for February 2024)	423.35		
City of Henrietta (Henrietta 2022 - Reimbursement for Biggs & Mathews, Engineering Services for the WWTP dated 11/30/23)	40,000.00		
Hayter Engineering (Sherman 2021 - 1442-U Legacy Surface Water Line & SW Booster Pump Station 92% complete.)	7,189.90		
Huitt-Zollars(Sherman 2021- Post Oak Sanitary sewer Improvements. Engineering services through 2/24/24)	3,800.00		
Mead & Hunt (Sherman 2020 - Post Oak WWTP Equilization Basin Improvement Construction phase support 98% complete)	671.08		
Plummer (Bells 2022 - WWTP Rehab - RPR WWTP Rehab for March 2024)	1,854.52		
Plummer (Pottsboro 2019 - WWTP PH2 construction phase 2 services through 3/1/24)	6,891.00		
Plummer (Pottsboro 2019 - WWTP PH2 RPR Services through 3/1/24)	4,025.00		
Plummer (Sherman 2023 WWTP Master Plan 37% complete)	1,224,024.30		
Plummer (Sherman 2022 - WWTP Electrical Switchgear Design for electrical generator services through 3/1/24. 90% complete)	26,042.10		
Underwood Drafting & Surveying (Sherman 2023 - Sherman Post Oak Surveying)	1,425.00		
Legal			
Wynne & Smith (Sherman 2023 - Post Oak WWTP Emergency Generator)	375.00		
Miscellaneous			
BLX Group (Anna / Melissa -Interim Arbitrage Rebate Report for the period ending 9/30/23)	500.00		
BLX Group (Ector 2017 - Interim Arbitrage Rebate Report for the period ending 9/30/23)	500.00		
Paying Agent Fees			
Bank of Texas Trust (Sadler 2016 - GTUASADLER16 4/1/24)	300.00		
Bank of Texas Trust (Sherman 2013 - GTUACRB2013A 4/1/24)	300.00		
Bank of Texas Trust (Sherman 2014 - GRETXOM14CIB 4/1/24)	300.00		
Bank of Texas Trust (Sherman 2015 - GTUASHERM15A 4/1/24)	300.00		
Bank of Texas Trust (Sherman 2019 - GTUASHERM19 4/1/24)	300.00		
Bank of Texas Trust (Sherman 2020 - GTUASHERM20 4/1/24)	300.00		
Bank of Texas Trust (Sherman 2021 - GTUASHRMRF21 4/1/24)	300.00		
Bank of Texas Trust (Sherman 2023A - GTUASHERM23A 4/1/24)	300.00		
Bank of Texas Trust (Whitewright 2015 - GTUAWHITE15 4/1/24)	300.00		
TOTAL:	$ 16,408,791.07	$ 1,690,877.13	$ 172,956.79

WATER:	
Construction Costs	
Archer Western (Sherman 2022 - WTP Expansion Pkg #1, 78% complete, Pay app #13)	806,482.65
Cohn & Gregory Supply (Sherman 2023 - WTP equipment & material order # 1411172)	375.10
Crescent Constructors (Bearcreek 2019 - Pump Station #2 Improvements #21 Final)	334,283.25
Garver LLC (Sherman 2023 - WTP Expansion project. Professional Engineering Services through Feb 24, 83% complete)	413,802.41
H&H Electric (Sherman 2023 - EDR WTP upgrade Lot 6x6 Fiberglass wireways)	15,101.98
Murley Plumbing (CGMA - Cleaned out mud and over grown foliage from future work sites to prep for Valve installation)	4,750.00
Prater Electric (CGMA - Generator Electrical Work, Pay #5)	52,738.77
Underwood Inc. (Whitewright 2019 - Water line improvement project Pay App #14)	52,872.17
Winsupply Cooke County (Bells 2022 - Water Meters)	2,336.36
Engineering Fees	
Freese & Nichols (Sherman 2023 - Lead & Copper Rule Revision for PH2 for services through 1/31/24)	55,509.99
Freese & Nichols (Sherman 2023 - Lake Texoma Pump Station Expansion 53% complete. Period through Feb 24)	40,452.36
Freese & Nichols (Sherman 2022 - Northwest & Southwest Transmission Pipeline engineering services through Feb 24, 83% complete)	76,466.21
Geotex Engineering (Sherman 2022 - Materials, Equipment etc for 36" West Sherman Water Main for February 2024)	2,916.38
M&M Industrial (Sherman 2023 - EDR WTP Upgrade engineering and materials)	41,300.00
Pape-Dawson (Sherman 2022 - Sherman Program Management services through 1/26/24. TI infrastructure improvements program)	316,773.71
Parkhill, Smith & Cooper (Sherman 2021 - Emergency power generation for February 2024 engineering services)	3,836.00
Red River Construction (CGMA - Pump station IMP, Pay App #4)	264,404.00

	CURRENT	PRIOR MONTH	PRIOR YEAR
Groundwater			
American Express (NTGCD - TAGD/TWCA, GoDaddy GMA8 email essentials renewal 2 years)	505.29		
American Express (RRGCD - TAGD/TWCA)	300.88		
AT&T Mobility (NTGCD - W. Parkman - cell phone)	73.53		
Allen Burks (NTGCD - cell phone reimbursement)	12.50		
Allen Burks (RRGCD - cell phone reimbursement)	12.50		
Debi Atkins (RRGCD - reimbursements for cookies and tea at BOD meetings)	38.70		
Kenneth Elliott (NTGCD - cell phone reimbursement, Atwoods, UPS, Home depot)	81.53		
Kenneth Elliott (RRGCD - cell phone reimbursement)	12.50		
Lisa Lee (NTGCD - Filing fee for 1099-NEC corrected)	4.24		
Paul Sigle (NTGCD - cell phone reimbursement and mileage)	179.18		
Paul Sigle (RRGCD - cell phone reimbursement and mileage)	219.64		
Valero Fleet Plus (NTGCD - Fuel)	237.23		
Valero Fleet Plus (RRGCD - Fuel)	112.83		
Velma Starks (NTGCD - mileage reimbursement)	14.11		
Velma Starks (RRGCD - mileage reimbursement)	20.40		
Zulty, Inc. (NTGCD - 800 line, local & long distance)	348.90		
Zulty, Inc. (RRGCD - 800 line, local & long distance)	348.90		
Legal			
Wynne & Smith (Hickory Creek - Contract Rvised contract to include hold harmless & Indeminification)	150.00		
Wynne & Smith (Arledge Ridge - Arledge Ridge - Revised contract for Arledge Ridge Water Supply)	150.00		
Miscellaneous			
BLX Group (Bells 2004 - Interim Arbitrage Rebate Report for the period ending 9/30/23)	1,500.00		
BLX Group (CGMA 2005 - Interim Arbitrage Rebate Report w/ 2 extra periods. For period ending 9/30/23)	1,500.00		
BLX Group (CGMA 2007 - bond series Interim Arbitrage Rebate Report for period ending 9/30/23)	1,000.00		
BLX Group (Dorchester 2002 - Interim Arbitrage Rebate Report for period ending 9/30/23)	500.00		
Chapin Title (Sherman 2022 - Young Ent. Off of Heritage PKY)	34,898.00		
Chapin Title (Sherman 2022 - 101 Ranchers - G-02777 Cook A F A -G0277)	111,523.00		
Chapin Title (Sherman 2022 - Carbet Properties LLC, W Moore at Park Ave St.)	994.00		
Chapin Title (Sherman 2022 - Joseph Spears, Off of Heritage PKY)	14,044.00		
Chapin Title (Sherman 2022 - Joseph Spears, Off of Heritage PKY)	209,832.00		
Chapin Title (Sherman 2022 - Eddie D Young, Old Perrin & Hwy 289)	215,896.00		
Chapin Title (Sherman 2022 - Eddie D Young, Old Perrin & Hwy 289)	74,157.00		
Paying Agent Fees			
Bank of Texas Trust (Bells 2004 - BELLS05 4/1/24)	250.00		
Bank of Texas Trust (Bells 2022 - GTUABELLS22 4/1/24)	300.00		
Bank of Texas Trust (Bolivar - GRETEUTIL042 4/1/24)	325.00		
Bank of Texas Trust (CGMA 2005 - GRETEXUTIL05 4/1/24	375.00		
Bank of Texas Trust (CGMA 2007 - GTUACRB07CWT 4/1/24)	250.00		
Bank of Texas Trust (CGMA 2022 - GTUACLNGRY22 4/1/24)	300.00		
Bank of Texas Trust (Gainesville 2011 - GTUACRBGPS11 4/1/24)	300.00		
Bank of Texas Trust (Gainesville 2011A - GTUACRB2011A 4/1/24)	300.00		
Bank of Texas Trust (Gainesville 2012 - GTUACRBS2012 4/1/24)	300.00		
Bank of Texas Trust (Gainesville 2022 - GTUAGAINES22 4/1/24)	300.00		
Bank of Texas Trust (Paradise 2018 - GTUAPARADI18 4/1/24)	300.00		
Bank of Texas Trust (Sherman 2015 - GTUASHERMN15 4/1/24)	300.00		
Bank of Texas Trust (Sherman 2015B - GTUASHERM15B 4/1/24)	300.00		
Bank of Texas Trust (Sherman 2017 - GTUASHERM17 4/1/24)	300.00		
Bank of Texas Trust (Sherman 2017A - GTUASHERM17A 4/1/24)	300.00		
Bank of Texas Trust (Sherman 2019A - GTUASHERM19A 4/1/24)	300.00		
Bank of Texas Trust (Sherman 2022 - GTUASHERM22 4/1/24)	300.00		
Bank of Texas Trust (Tom Bean 2015 - GTUATEBEAN15 1/1/24)	300.00		
Bank of Texas Trust (Tom Bean 2017 - GTUATBEAN17 1/1/24)	300.00		
Bank of Texas Trust (Whightwright 2004 - GRETEUTIL043 4/1/24)	125.00		
Bank of Texas Trust (Whightwright 2019 - GTUAWHITE19A 4/1/24)	300.00		
CGMA Repair & Maintenance			
Enviornmental Monitoring Lab (CGMA - Nitrate Nitrogen, Nitrite Nitrogen Water tests, multiple test sites along water lines)	2,124.00		
Kemp Lawn Maintenance (CGMA - Bloomdale Pump Station)	380.00		
Pump Solutions (CGMA - Service call with crane. Installed new packing for bearings on vertical trubine pumps)	1,025.00		
RLC Controls (CGMA - Siemens Mag 600 flow meter not toalizing)	270.00		
RLC Controls (CGMA - repaired tank level cable, fixed hmi flow)	700.00		
RLC Controls (CGMA - spares transmitters delivered to SW)	2,814.59		
Supplies			
Bank of Texas Visa - (CGMA - New inkjet printer for Bloomdale Pump Station)	176.98		
Home Depot Pro (CGMA - bins, totes, degreaser)	123.41		
Lowes (CGMA - Misc. Materials and supplies for Feb. Closing date 3/2/24)	404.26		
USA Bluebook (CGMA - Personal lock out kits,	245.80		
United Ag & Turf (CGMA - Pole saw blade 2 each)	59.54		
CGMA Utilities			
A1 Little John (CGMA - Bloomdale P.S. - Portable toilet rental for February & March)	260.88		
AT & T Mobility (CGMA - Emergency back up lines)	112.96		
AT & T U-Verse (CGMA - Bloomdale Pump Station, Internet)	53.76		
North Texas Municipal Water District (Water Usage, June)	509,134.00		
Waste Connections Lone Star (CGMA - Bloomdale Pump Station trash collection)	97.22		
TOTAL:	$ 3,677,175.60	$ 9,189,465.84	$ 1,805,771.58

	CURRENT	PRIOR MONTH	PRIOR YEAR
GRAND TOTAL:	$ 20,104,150.89	$ 10,939,894.50	$ 1,988,726.23

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY THAT the Secretary-Treasurer is hereby authorized to make payments in the amounts listed above.

On motion of _____ and

seconded by _____, the foregoing

Resolution was passed and approved on this, the _____ day of _____, _____ by the following vote:

AYE:
NAY:

At a regular meeting of the Board of Directors of the Greater Texoma Utility Authority.

_____
President

ATTEST:

Secretary/Treasurer

AGENDA ITEM VII

GREATER TEXOMA UTILITY AUTHORITY
AGENDA COMMUNICATION

DATE: **April 10, 2024**

SUBJECT: **AGENDA ITEM NO. VII**

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON KIEWIT WATER FACILITIES SOUTH COMPANY'S GUARANTEED MAXIMUM J – ARCHITECTURAL AND POTENTIAL CHANGE ORDERS IMPACTING EARLY WORKS GMP PACKAGES FOR CITY OF SHERMAN'S SOUTH WASTEWATER TREATMENT PLANT – MBR PROJECT.

ISSUE

Consider and act upon Kiewit Water Facilities South Company's Guaranteed Maximum J – Architectural and Potential Change Orders Impacting Early Works GMP Packages for City of Sherman's South Wastewater Treatment Plant – MBR Project.

BACKGROUND

Due to rapid industrial and municipal growth currently being experienced by the City of Sherman, the Wastewater Treatment Plant has to be expanded to meet expected flow and effluent characteristics. Given these characteristics, our engineers recommended a Membrane Biological Reactor (MBR) as the treatment method that will be required to meet the TCEQ requirements. In order to meet the abbreviated timeline, the method of construction delivery chosen was Construction Manager at Risk, or CMAR. Requests for Qualifications (RFQ's) were submitted with three construction firms submitting Statement of Qualifications (SOQ's). The contractor chosen to undertake the new Wastewater Treatment Plant – MBR was Kiewit Water Facilities South, Co. The engineers have undertaken pre-selection of various long lead time equipment to save as much time as possible. Further, the contractor, now procured, is also undertaking pre-procurement to expedite the time of delivery.

CONSIDERATIONS

The City of Sherman is requesting the Authority to approve Kiewit Water Facilities South Guaranteed Maximum Price J for Architectural, potential change orders impacting early work packages, and an owner's contingency allowance. The City of Sherman and Kiewit received bids for the Architectural Package on March 25th. The City received one responsive bid from Kiewit Water Facilities South Company. The Program Team reviewed the bid and has recommended awarding the bid to Kiewit. Based on the bid, Kiewit is proposing GMP J in the amount of $10,144,164.15. In addition to the Architectural Package, the CMAR has identified potential change orders impacting GMP A and C Packages. These change orders are a result in design changes since the GMP Packages has been bided. The contract price could potentially increase by $647,560.50 based on the potential change orders. Additionally, the City of Sherman is adding an Owner's Contingency Allowance in the amount of $3,153,958.93 to cover any additional changes from scope changes in the project. The total requested increase to the contract is $13,945,682.58 for a total contract price of $258,150,000.00.

STAFF RECOMMENDATIONS

The Authority Staff recommends approving the increase to Kiewit Water Facilities South Co. Contract for the South Wastewater Treatment Plant – MBR Project, increasing the contract amount to $258,150,000.00. This item is contingent upon the City's approval.

ATTACHMENT

Engineer's Letter of Recommendation

PAPE-DAWSON ENGINEERS

April 4, 2024

City of Sherman/GTUA
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091
(903) 892-7208

Re: COSK South Wastewater Treatment Plant - MBR Project
Amendment 06 Recommendation

Dear GTUA/City of Sherman:

For the South Wastewater Treatment Plant – MBR Project, Amendment 06 has three components. Each is described herein with detail information attached. The Program Management team has worked closely with the design engineer, construction manager, CMAR and city staff to review each component of the proposed amendment listed below and recommends approval of this amendment. A summary table of the proposed amendment cost follows the Item descriptions.

Item 1 – Early Works GMP Package J - Architectural

GMP J – Architectural. This project was formally advertised on Civcast on February 11 and newspaper advertisements on February 18 and 25th. Bids were received and opened March 15th with one responsive bidder being Kiewit Water Facilities South Co. The Program Team recommends award of a bid to partially accomplish GMP J and the CMAR has provided a GMP submittal package for this work. The bid recommendation is to award the bid to Kiewit Water Facilities South Co. with a bid amount of $6,560,000.00. The GMP J package includes this amount as well as General Conditions costs, CMAR fee, Contingency, and CMAR staff needed to execute this early works package with a total amount of $10,144,164.15.

Item 2 - Potential Change Orders Impacting Early Works GMP Packages

Seven Potential Change Orders (PCO's) have been reviewed and recommended by the project team further described as:

- **PCO004 – Xylem SS Piping and RAS PS Mixers (GMP C).** After Equipment Package 04 was bid and awarded, it was determined by the design team that two additional submersible mixers were needed in the Return Activated Sludge Pump Station and that a change in scope of work to shift air piping from a future mechanical package to an equipment

vendor (Xylem) was needed. This PCO provides for both of these costs with a total lump sum of $77,829.70.

- **PCO005 – Rotary Lobe Pump Duty Point Change (GMP C).** After Equipment Package 04 was bid and awarded, it was determined by the design team that the pump duty point for sludge transfer pumps was inadequate to pump sludge to all areas of the plant requiring this transfer. The pump discharge head and flowrate needed to be increased. The equipment vendor of these 2 pumps, Vogelsang, was engaged to provide updated pricing. This PCO provides for this additional lump sum cost of $79,699.73.

- **PCO006 – Veolia MBR Cover material change (GMP C).** During the submittal review process for Equipment Package 01 MBR equipment, it was requested that the fiberglass reinforced plastic MBR basin unit covers originally bid be replaced with aluminum. The City operations staff reviewed the proposed changes and requested that for long term O&M, the Aluminum covers would provide a better value. This PCO provides for the differential cost addition to change the cover material and totals $127,743.32.

- **PCO007 – Submersible pump discharge elbow upsize (GMP C).** Because the South WWTP is being designed with multiple expansions planned in the near future, it was determined that in the future larger submersible pumps would be required in the influent pump station and the return activated sludge pump station. Since these two pump stations will be difficult to impossible to shut down in the future, the design team evaluated that it is in the City's best interest to provide the piping connections that would allow future pump changes without the need to change the pump's discharge elbows. This PCO provides the cost of these larger discharge elbows and transition couplings. Note that the total cost includes reductions in the original piping costs for these items. Also noted that during negotiations of this cost, the pump vendor offered a 15% reduction in the cost. The total cost of this PCO is $192,587.17

- **PCO008 – Additional Survey Monuments (GMP A).** During initial project layout, the CMAR determined that the survey monuments provided for in the contract would not be adequate to provide the appropriate level of survey control for construction. Additional monumentation was requested and the CMAR installed the monuments to design specifications. This PCO provides for the material and labor to install the additional monumentation for a total cost of $9,687.91.

- **PCO009 – Preconstruction Partnering Session (Preconstruction Services).** The original proposal request documentation included an item for the CMAR to host a Partnering Session with the project team during the preconstruction phase. This was discussed with the CMAR, Program Manager and City and it was determined that the project would benefit from a partnering session and the request was approved. The total cost of this PCO is $12,275.85.

- **PCO010 – Eaton Electrical Equipment (GMP C).** After Equipment package 02 was bid (Issued for Bid or IFB package advertised undertaken to expedite pre-procurement efforts) and awarded, the electrical system design was updated (Issued for Construction or IFC based on actual completed design) which resulted in the need to make several minor modifications to electrical equipment provided. This change provides the total lump sum cost increase for the additional equipment items of $147,743.82.

Item 3 – Owner's Contingency Allowance

All project components were procured prior to final design completion in order to provide completion before the required date. This means that design development may necessitate changes. In order to address these types of items, the Program Team recommends the authorization of adding an Owner's Contingency Allowance to the contract value in the amount of $3,153,958.93. Note that this is slightly more than 1% of the expected project value, but does not increase the estimated budget of $258,150,000.00.

Summary of Amendment 06 Costs

Amendment 06 Summary Table

Item No.	ID	Description	Net Change in Cost	Net Change in Time
1	GMP J	Architectural	$10,144,164.15	0
2	PCO 004	Xylem RAS and Air Piping	$ 77,829.70	0
	PCO 005	Rotary Lobe Pumps Duty Point	$ 79,699.73	0
	PCO 006	Veolia MBR Aluminum Covers	$ 127,743.32	0
	PCO 007	Submersible Pump Dischare Elbows	$ 192,587.17	0
	PCO 008	Survey Monumentation Addition	$ 9,687.91	0
	PCO 009	Preconstruction Partnering	$ 12,275.85	0
	PCO 010	Eaton Electrical Equipment	$147,735.82	0
3	Cntgy.	Owner's Contingency Allowance	$3,153,958.93	0
	Total	**Net Change to Contract**	**$13,945,682.58**	**0**

The total project funding request for Amendment 06 is $13,945,682.585. By authorizing this amendment amount, the following contract adjustments will be made:

Original Contract Value:	$ 2,865,000.00
Previous Amendments:	$ 241,339,317.42
Proposed Amendment 06	$ 13,945,682.58
Revised Total Contract Value:	$ 258,150,000.00

Respectfully,

Toby Flinn, PE
Vice President

Attachments:

1. GMP H2 Package
2. PCO004
3. PCO005
4. PCO006
5. PCO007
6. PCO008
7. PCO009
8. PCO010

South Wastewater Treatment Plant – MBR Project

GMP Proposal Submissions for:

GMPJ – Arch-Bldg Trades

Submitted: March 29, 2024

Sherman CLASSIC TOWN. BROAD HORIZON. | PAPE-DAWSON ENGINEERS | Kiewit | PLUMMER

March 29, 2024

Mr. Tom Pruitt, PE
City of Sherman
220 W. Mulberry Street
Sherman, TX 75090

RE: GMPJ Arch-Bldg Trades

Dear Mr. Pruitt:

Kiewit Water Facilities South Co. is hereby submitting GMPJ proposal for the South Wastewater Treatment Plant – MBR Project. The GMP proposal incorporates Bid Package 09-001 Arch-Bldg Trades.

RFP and Addenda for BP09-001 have been included in this proposal. The scope of work for BP09-001 includes Masonry, Doors, Windows, Structural Steel, Trusses, Roofing, Painting, HVAC, Plumbing for the Blower Building and MBR Support Building per the Arch-Bldg Trades Package ITB. Anticipated Work Start Date April 29, 2024 and Anticipated Finish Date February 4, 2025.

This scope is submitted as a lump sum to be billed against the proposed schedule of values. If the overall project schedule changes, this package may require additional funding that would be negotiated via the change management process.

Below is a table comparing the current proposed values to the overall project budget to help understand how this funding authorization fits within the overall projected construction budget.

GMP	GMP/Work Package Name	Previous	Current	Remaining	Forecast Value 65% Cost Model	Target
PCSA	Preconstruction Services	$ 1,950,000.00	$ -	$ -	$ 1,950,000.00	9/18/23
PCSB	Procurement Services	$ 915,000.00	$ -	$ -	$ 915,000.00	9/18/23
	Preconstruction Lump Sum	$ 2,865,000.00	$ -	$ -	$ 2,865,000.00	
GMPA	General Conditions	$ 16,866,305.00	$ -	$ -	$ 16,866,305.00	10/16/23
GMPB	Site Services	$ 18,399,017.31	$ -	$ -	$ 18,399,017.31	10/16/23
GMPC	Early Procurement	$ 16,000,000.00	$ -	$ 800,000.00	$ 16,800,000.00	10/16/23
GMPD	Grading, Excavation, SOE, Dewatering	$ 15,902,635.00	$ -	$ 3,000,000.00	$ 18,902,635.00	11/20/23
GMPE	Backfill	$ 5,068,000.00	$ -	$ -	$ 5,068,000.00	12/18/23
GMPF	Underground Piping	$ 39,952,988.25	$ -	$ 11,944,712.00	$ 51,897,700.25	12/18/23
GMPG	Concrete, Miscellaneous Metals	$ 32,311,000.00	$ -	$ 6,617,400.00	$ 38,928,400.00	12/18/23
GMPH	Electrical, Instrumentation	$ 19,921,397.00	$ -	$ -	$ 19,921,397.00	12/18/23
GMPI	Process Mechanical	$ 28,860,624.00	$ -	$ 1,580,000.00	$ 30,440,624.00	1/15/24
GMPJ	Building Trades	$ -	$ 7,544,000.00	$ 3,196,000.00	$ 10,740,000.00	3/20/24
GMPK	Site Finishes and Startup Support	$ -	$ -	$ 3,794,221.44	$ 3,794,221.44	5/24/24
	Cost of Work	$ 193,281,966.56	$ 7,544,000.00	$ 30,932,333.44	$231,758,300.00	
9%	Contingency	$ 17,395,376.99	$ 678,960.00	$ 2,783,910.01	$ 20,858,247.00	
	Cost of Work plus Contingency	$ 210,677,343.55	$ 8,222,960.00	$ 33,716,243.45	$252,616,547.00	
12.2%	~Additional GCs (12.2% When >$155M)	$ 8,821,808.27	$ 1,003,201.12	$ 4,113,381.70	$ 13,938,391.09	
	Subtotal Cost of Work	$ 219,499,151.82	$ 9,226,161.12	$ 37,829,625.15	$266,554,938.09	
9.95%	CMAR Fee	$ 21,840,165.61	$ 918,003.03	$ 3,764,047.70	$ 26,522,216.34	
	Construction Total	$ 241,339,317.42	$ 10,144,164.15	$ 41,593,672.85	$293,077,154.43	
	Preconstruction Plus Construction Total	$ 244,204,317.42	$ 10,144,164.15	$ 41,593,672.85	$295,942,154.43	

*Note: Remaining Values for Partial Packages (C,D,G) are approximations not supported by design or estimates.

*Note: The additional GCs are only calculating on Cost of Work plus Contingency above $138,367,439.73 per Amendment 01.

Respectfully,

James.Goyer

Digitally signed by James.Goyer
DN: CN=James.Goyer, OU=Employees, OU=Users, OU=Kiewit, DC=KIEWITPLAZA, DC=com
Date: 2024.03.29 11:18:46-04'00'

James Goyer
Kiewit Water Facilities South Co.
Project Executive

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South Wastewater Treatment Plant – MBR Project

TO: City of Sherman/GTUA/Pape-Dawson **DATE:** 3/29/2024

FROM: Kiewit

SUBJECT: Executive Summary – Arch-Bldg Trades

COPIES: Transmitted Electronically via Email

GMP Overview

The following proposal includes Arch-Bldg Trades. Each Work Package is comprised of various Bid Packages that are described in Table 1.

Table 1: Work Packages

Work Package ID	Work Package Name	Associated Bid Packages
GMPA	General Conditions	BP02-001, BP03-001, 003, 011 to 017, 029-032, 039-045
GMPB	Site Services	BP03-All (Except those listed above)
GMPC	Early Procurement	BP01-All
GMPD	Early Grading, Excavation, SOE, Dewatering	BP04-001
GMPE	Backfill	BP04-002
GMPF	Underground Piping	BP05-001
GMPF2	Underground Piping Rebid	BP05-002
GMPG	Concrete	BP06-001
GMPH	Underground Electrical	BP07-001
GMPH2	Aboveground Electrical	BP07-002
GMPI	Process Mechanical	BP08-001
GMPJ	Building Trades	BP09-001
GMPK	Site Finishes and Startup Support	TBD

BP09-001 Overview
This scope of work includes Masonry, Doors, Windows, Structural Steel, Trusses, Roofing, Painting, HVAC, Plumbing for the Blower Building and MBR Support Building per the Arch-Bldg Trades Package ITB.

The services listed and provided are critical to the CMAR's ability to manage the project per the Contract documents, procedural requirements as outlined in the project management documents, and to satisfy best management practices. Any variation in these services could affect the CMARs ability to manage to the contract documents and best management practices standards.

The CMAR solicited, coordinated, and executed this GMP development per the CMAR Agreement and specifications. The speed of project execution has limited our ability to collaborate in depth but there has been discussion and review of certain scopes during task force meetings.

Bid Schedule & Results

BP09-001 Arch-Bldg Trades was issued for Notice to Bid on February 15, 2024. The Bid Package was due on March 20, 2024. Only one bidder, Kiewit Water Facilities South Co. submitted a proposal for the Base Bid in the amount of $6,560,000.00. Bid was submitted in a sealed package to the City of Sherman and was evaluated by a committee including the City of Sherman, Pape-Dawson, and Plummer. The committee recommended approval and award to Kiewit Water Facilities South Co.

Kiewit was unable to find a subcontractor for the drywall, resilient base cover, tile, and acoustical ceiling; therefore was excluded from this Bid Package. CMAR recommends including an Allowance in the amount of $200,000 for the drywall, resilient base cover, tile and acoustical ceiling work for the Membrane Support Building. Painting for Aboveground Piping and Supports is excluded, CMAR recommends including an allowance in the amount of $25,000. Fire Rating and Insulation was not shown on the Architectural Drawings, CMAR recommends including an allowance in the amount of $150,000.

CMAR support staff for BP09-001 is not required, CMAR has staff that can support this Bid Package. CMAR recommends an Owner's contingency of 15% to address design development from the current Bid Package to IFC. CMAR recommends contingency in the amount of $984,000. CMAR recommends a GMPJ cost of $7,544,000 (includes Owner's Contingency; excludes 9% Contingency, 12.2% Additional GCs & CMAR Fee).

Assumptions and Clarifications

1. Pricing is based on plans and specifications as provided.
2. City, County or State Building Permits and other permits are excluded for the Work in this GMP.
3. City, County or State Building Department Inspection fees are excluded.
4. Impact fees are excluded.
5. Fire Suppression and Bridge Cranes were excluded from BP09-001 Arch-Bldg Trades Bid Package and the expectation is the Bridge Cranes will be included in future Bid Packages or issued via an WCD.
6. Painting for the Galvanized Trusses, Galvanized Structural Steel and Metal Decking is excluded.
7. Painting/Coating provided in this Bid Package per the Room Finish Schedule only, unless noted otherwise.
8. Special Protective Coatings are excluded from this Bid Package.
9. Painting of Aboveground Piping is excluded from this Bid Package.
10. Only signage provide in this Bid Package is the signage listed in the Plastic Signage System Schedule per Specification 10 14 00.

65% Cost Model Pricing Comparison

The cost for the proposed GMPJ as presented in the 65% Design Cost Model has changed. Revised Drawings were issued with BP09-001, with the following impacts to costs:

1. In the 30% and 65% Cost Model HVAC and Plumbing were included in GMPI Process Mechanical for a total cost of $800,000. These costs were included in this Bid Package.
2. At the Blower Building, six (6) Steel Columns were added for roof support.
3. At the Blower Building, structural steel W-beams were increased from W12x35 to W14x53. Additional rows of W-beams were added at the Steel Columns noted above.
4. At the Blower Building, structural steel C-Channels (C5x9) were added at both ends of the building to support the roof.
5. At the Blower Building, a CMU wall was replaced by a Concrete wall above the top line of the CMU.
6. At the Blower Building, a concrete beam is now shown on top of the CMU for connection to the Trusses.
7. At the Membrane Support Building, CMU walls were added for the Control Room, Rest Room and Office.

8. At the Membrane Support Building, structural steel W-beams (W10x22) were added for the Control Room, Rest Room and Office.
9. At the Membrane Support Building, structural steel C-Channels (C5x9) were added at both ends of the building to support the roof.
10. At the Membrane Support Building, an 8”x8” curb was added at the base of the CMU walls.
11. At the Membrane Support Building, a Concrete wall above the top line of the CMU was added.

Figure 1: 65% Cost Model Blower Building

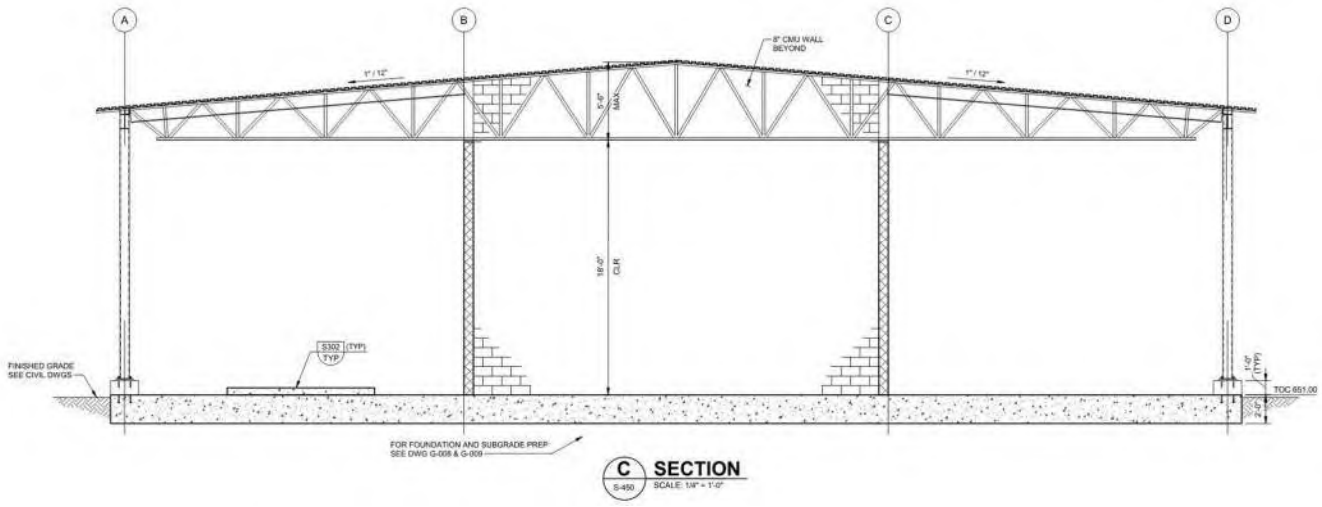


Figure 2: 65% Cost Model Membrane Support Building

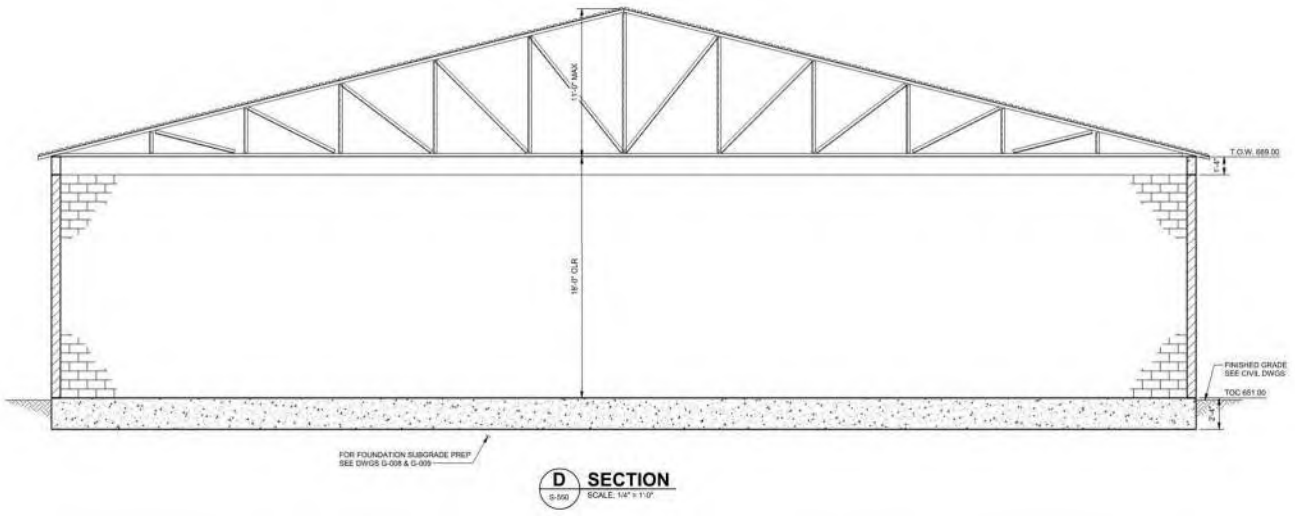


Figure 3: BP09-001 Blower Building

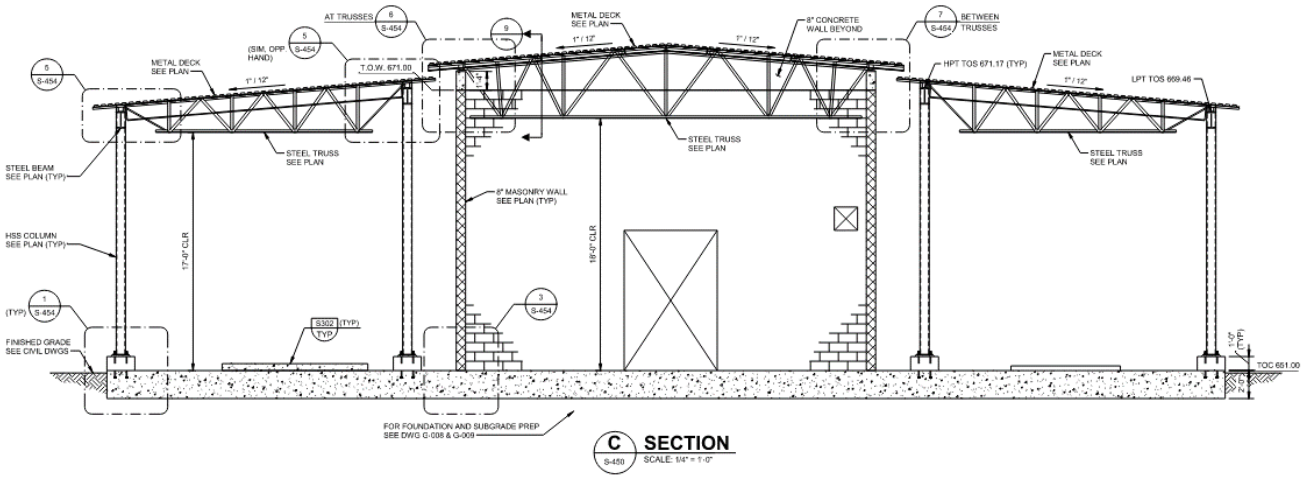


Figure 4: BP09-001 Membrane Support Building

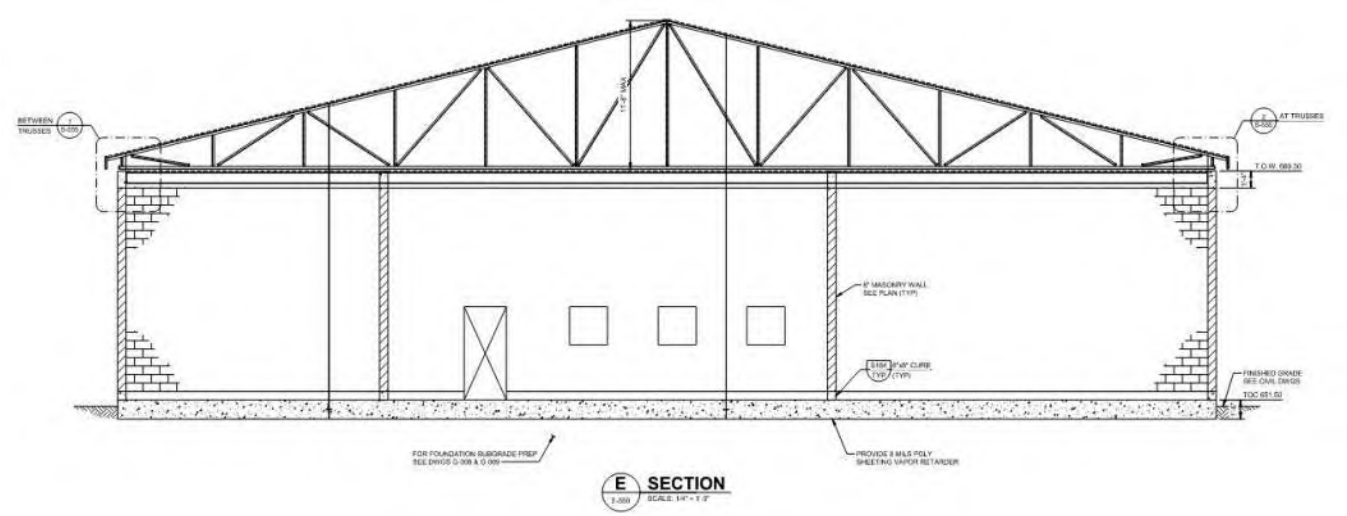


Figure 5: 65% Cost Model Versus Current Forecast GMPJ Table $296M

GMP	GMP/Work Package Name	30% Cost Model	Forecast Value 65% Cost Model
PCSA	Preconstruction Services	$ 1,950,000.00	$ 1,950,000.00
PCSB	Procurement Services	$ 915,000.00	$ 915,000.00
	Preconstruction Lump Sum	$ 2,865,000.00	$ 2,865,000.00
GMPA	General Conditions	$ 16,866,305.00	$ 16,866,305.00
GMPB	Site Services	$ 18,399,017.31	$ 18,399,017.31
GMPC	Early Procurement	$ 10,000,000.00	$ 16,800,000.00
GMPD	Grading, Excavation, SOE, Dewatering	$ 12,453,579.16	$ 18,902,635.00
GMPE	Backfill	$ 2,312,395.16	$ 5,068,000.00
GMPF	Underground Piping	$ 41,784,737.61	$ 51,897,700.25
GMPG	Concrete, Miscellaneous Metals	$ 23,241,313.76	$ 38,928,400.00
GMPH	Electrical, Instrumentation	$ 35,530,865.34	$ 19,921,397.00
GMPI	Process Mechanical	$ 30,315,016.30	$ 30,440,624.00
GMPJ	Building Trades	$ 7,813,865.58	$ 10,740,000.00
GMPK	Site Finishes and Startup Support	$ 3,794,221.44	$ 3,794,221.44
	Cost of Work	$ 202,511,316.66	$231,758,300.00
9%	Contingency	$ 18,226,018.49	$ 20,858,247.00
	Cost of Work plus Contingency	$ 220,737,335.15	$252,616,547.00
12.2%	~Additional GCs (12.2% When >$155M)	$ 11,445,475.22	$ 13,938,391.09
	Subtotal Cost of Work	$ 232,182,810.37	$266,554,938.09
9.95%	CMAR Fee	$ 23,102,189.63	$ 26,522,216.34
	Construction Total	$ 255,285,000.00	$293,077,154.43
	Preconstruction Plus Construction Total	$ 258,150,000.00	$295,942,154.43

*Note: Remaining Values for Partial Packages (C,D,G) are approximations not supported by design or estimates.

*Note: The additional GCs are only calculating on Cost of Work plus Contingency above $138,367,439.73 per Amendment 01

Contract and Payment Mechanism

It is expected that the components of this work package approval will be invoiced as stated below:

1. BP09-001 – Arch-Bldg Trades: Will be invoiced a Lump Sum per agreed schedule of values.
2. Contingency: Contingency will be allocated to Cost of Work according to the change management process then invoiced accordingly, generally as a Lump Sum.
3. Construction Fee Insurance will be invoiced at the percentages defined in the Agreement.

Plans and Specifications

The following listing of plans, specifications, and documents were used in the development of vendor bid package for this GMP.

Table 2: Reference Specifications / Drawings

Technical Specification / Drawing Title	Specifications / Drawings
00 01 07	Engineer's Seals Page
04 05 17	Mortar and Masonry Grout
04 05 18	Adhesive Bonding Reinforcing Bars and All Thread Rods in Masonry
04 05 23	Masonry Accessories
04 22 00	Concrete Unit Masonry
05 21 19	Open Web Steel Joist Framing
*07 19 00	Water Repellents
*07 21 14	Wall Insulation System
*07 21 17	Batt Insulation
*07 22 00	Roof and Deck Insulation
*07 41 14	Metal Roof and Soffit Panels
*07 92 00	Joint Sealants
*08 14 16	Flush Wood Doors
*08 17 34	Pre-Assembled Plastic Door Assemblies
*08 31 14	Floor Access Doors
*08 33 23	Overhead Coiling Doors
*08 51 13	Aluminum Windows
*08 71 00	Door Hardware
*08 80 00	Glazing
08 91 00	Louvers
*09 22 17	Non-Load Bearing Wall Framing
*09 29 00	Gypsum Board
*09 30 13	Ceramic Tiling
*09 51 13	Acoustical Panel Ceilings
*09 53 00	Acoustical Ceiling Suspension Assemblies
*09 65 13	Resilient Base and Accessories
*09 65 19	Resilient Tile Flooring
*09 91 00	Painting
09 91 00-PS	Painting and Protective Coatings
*10 14 00	Signage
10 28 13	Toilet Accessories
10 40 10	Safety Equipment
10 44 00	Fire Protection Specialties

*12 35 54	Metal Laboratory Casework
*12 36 24	Laboratory Work Surfaces
22 42 01	Plumbing Systems
22 45 17	Emergency Eye/Face Wash and Shower Equipment
23 05 00	Common Work Results for HVAC
23 05 93	Testing, Adjusting, and Balancing for HVAC
23 07 13	Ductwork Insulation
23 09 13	Instrumentation and Control Devices for HVAC
23 31 13	Metal Ducts
23 34 01	Fans
23 41 51	Positive Pressurization Equipment
23 81 14	Air Conditioning Units
23 81 42	VRF Heat Pumps
23 83 01	Heating Units
03 11 07	Concrete Formwork
03 15 00	Concrete Accessories
03 15 14	Hydrophilic Rubber Waterstop
03 20 00	Concrete Reinforcing
03 21 17	Adhesive-Bonded Reinforcing Bars and All Thread Rods in Concrete
03 30 00	Cast-in-Place Concrete
03 35 29	Concrete Finishes
03 60 00	Grouting
03 60 01	Basin Bottom Grout
03 63 01	Epoxies
03 63 02	Epoxy Resin/Portland Cement Bonding Agent
03 70 30	Thermal Control of Concrete
05 05 24	Mechanical Anchoring and Fastening to Concrete and Masonry
05 12 00	Structural Steel Framing
05 31 00	Steel Decking
07 11 00	Dampproofing
G-008	GENERAL STRUCTURAL NOTES 1
G-009	GENERAL STRUCTURAL NOTES 2
A-001	Room Finish and Door and Hardware Schedule
A-450	Blower Building Code and Egress Plan
A-451	Blower Building Floor Plan
A-452	Blower Building Roof Plan
A-453	Blower Building West and North Elevations
A-454	Blower Building East and South Elevations Copy1
A-550	MBR Support Building Code and Egress Plan

A-551	MBR Support Building Floor Plan
A-552	MBR Support Building Reflected Ceiling Plan
A-553	MBR Support Building Roof Plan
A-554	Enlarged Plans
A-556	MBR Support Building North and East Elevations
A-557	MBR Support Building South and West Elevations
G-011	HVAC Notes, Abbreviations, and Symbols
P-01	General Notes, Abbreviations, and Equipment Schedules
H-9003	Equipment Schedules
H-450	Blower Electrical Room – Floor Plan
H-456	Blowers Electrical Room – Airflow Schematic
H-550	Membrane Support Building – Floor Plan
H-551	Membrane Support Building – Airflow Schematic
P-550	MEMBRANE SUPPORT BUILDING – PLUMBING PLAN
P-551	MEMBRANE SUPPORT BUILDING – PLUMBING ISOMETRIC
P-552	MEMBRANE SUPPORT BUILDING – DRAINAGE PLAN
P-553	MEMBRANE SUPPORT BUILDING – DRAINAGE ISOMETRIC
A-9000	ARCHITECTURAL TYPICAL DETAILS I
A-9001	ARCHITECTURAL TYPICAL DETAILS II
A-9002	ARCHITECTURAL TYPICAL DETAILS III
A-9003	ARCHITECTURAL TYPICAL DETAILS IV
M-9012	MECHANICAL TYPICAL DETAILS XIII
P-9000	PLUMBING TYPICAL DETAILS 1
P-9001	PLUMBING TYPICAL DETAILS 2
S-9010	STRUCTURAL TYPICAL DETAILS 11
S-9011	STRUCTURAL TYPICAL DETAILS 12
S-450	BLOWER BUILDING FOUNDATION PLAN
S-451	BLOWER BUILDING – ROOF FRAMING PLAN
S-452	BLOWER BUILDING SECTIONS I
S-453	BLOWER BUILDING SECTIONS II
S-454	BLOWER BUILDING SECTIONS AND DETAILS I
S-455	BLOWER BUILDING SECTIONS AND DETAILS II
S-550	MEMBRANE SUPPORT BUILDING FOUNDATION PLAN
S-551	MEMBRANE SUPPORT BUILDING – PLAN AT EL. 669.50
S-552	MEMBRANE SUPPORT BUILDING – ROOF FRAMING PLAN
S-553	MEMBRANE SUPPORT BUILDING SECTIONS I

S-554	MEMBRANE SUPPORT BUILDING SECTIONS II
S-555	MEMBRANE SUPPORT BUILDING SECTIONS AND DETAILS I
G-008	Structural Notes 1
G-009	Structural Notes 2
Addendum No. 1 Dated February 27, 2024	
Addendum No. 2 Dated February 29, 2024	
Addendum No. 3 Dated March 6, 2024	

BID FORM

Bid Package: BP09-001 Architectural & Building Trades

Bidder Name: Kiewit Water Facilities South

SCOPE DESCRIPTION

1. Painting and Protective coatings shall consist of but not limited to Exterior and Interior access as needed surface preparation and coating of substrates as applicable per structure.
2.Building Trades shall consist of but not limited to the published specifications for roofing, cmu, all doors, windows, louvers, gypsum board, acoustic tile ceilings, resilient base, acoustic treatment, signage, toilet and bathroom accessories, fire extinguishers, window treatment operating hardware, metal laboratory casework, furnishings and accessories as applicable per structure shown on drawings. Canopies limited to those shown in supplied drawings, not site-wide.
3. Per published specifications for all concrete, vertical and horizontal surfaces. Concrete masonry units (CMU), Steel, Galvanized metal, Aluminum (not anodized or otherwise coated), Plastic trim
4. Mobilization and Demobilization including clean up within two weeks of completion of work or notification by CMAR.
5.To include but not limited to office trailer(s), laydown area, management plans, P6 schedule with equipment and labor loaded, any additional testing, safety, quality and environmental plan.

6.Subcontractor is required to attend and participate in safety and schedule meetings. Minimum 4 hours indoctrination required for all employees on site. Any work outside of normal hours needs to be scheduled and approved ahead of time with approval from CMAR.
7.CMAR shall provide benchmark survey once in the vicinity of subcontracted work. Subcontractor shall be responsible for necessary field measurements, verification of measurements, additional survey and final layout as required for installation of their work.
8. Subcontractor to include as-builts drawing markups as required. Survey request must be submitted 48 hours in advance. Unless specifically excluded, Bidder's pricing should include all overhead and indirect costs, including but not limited to: project management, administrative work, office rent & utilities, invoice preparation costs, insurance costs, financing costs, Personal Protective Equipment (PPE), tools, and supplies purchases, fuel, and maintenance. Must include all applicable subcontractor coordination.
9. Maintaining access to the work, incidental weather condition access, layout, line and grade, equipment and night work.
10. Must perform and maintain a material receiving report. Must notify CMAR of scope and/or change orders as they occur. Must follow CMAR and OSHA safety requirements.
11.Subcontractor is responsible for any additional testing if necessary. Subcontractor shall provide required quality and turnover documentation to the CMAR in an organized format as specified by CMAR. Any electronic files must follow a naming convention and organization specified by CMAR.
12. Cranes to be provided by CMAR.
13. Subcontractor must provide their own OSHA compliant rigging from the hook down.
14. Subcontractor must adhere to the CMAR's crane policies and information. Subcontractor must acknowledge crane pad layout. Must coordinate weekly crane schedule meetings with CMAR.

15.Submission of a 4-week look-ahead schedule on a weekly basis and an overall Critical Path Method (CPM) schedule showing all activities monthly. All equipment mobilized to the project site shall be in safe working order.
16. Subcontractor to adhere to Texas Code Chapter 2258 wage requirements.
17. Personal Protective Equipment (PPE) to include hard hats, safety glasses, safety vest, steel toe boots, and work gloves. PPE shall be worn 100% of the time while performing work onsite. If applicable, Bidder shall provide PPE, including fall protection equipment and devices. Subcontractor will be back charged for any PPE or other safety equipment that CMAR supplies on their behalf.

18. Supervisors or foreman will attend weekly site coordination meetings. All employees will attend monthly safety meetings.
19. Subcontractor is responsible to submit a TSCD (temporary structures and construction devices) plan and abide by all requirements per CMAR safety plan which includes post-incident report.

20. Unless specifically excluded, Bidder's pricing should include all overhead and indirect costs, including but not limited to: project management, administrative work, office rent & utilities, invoice preparation costs, insurance costs, financing costs, Personal Protective Equipment (PPE), tools, and supplies purchases, fuel, and maintenance. Must include all applicable subcontractor coordination. Protection of finished work is required.
21. A performance bond is required for this project. Liquidated Damages as applicable. Anticipated manpower needed.
22. Within 30 days of notice of award, Subcontractor will need to integrate with project CPM and coordinate with other successful bidders to achieve project milestones.
23. Schedule submittal to CMAR shall be completed by Subcontractor within 10 business days of NOA.
24. Subcontractor will be responsible for site cleanup on a daily basis and may need to dedicate staff to help with cleanup. Subcontractor will be responsible for getting any waste to the dedicated waste disposal locations (provided by CMAR).
25. Subcontractor responsible for all required permits and inspections for the work completed. If exclusions apply, Subcontractor will be responsible for communicating those in their proposal.

26. Subcontractor must provide a marked up site plan with proposed and agreed upon laydown and trailer area for applicable work.
27. HVAC and Plumbing Systems shall be included per spec.

LIST OF SCOPE SPECIFIC SUPPORTING DOCUMENTS, TECH SPECS					
Item	**Technical Specification / Drawing Title**	**Specification / Drawing No.**			**Revision No.**
1	SWWTP-MBR Drawings				
2	SWWTP-MBR Specifications				
3	CMAR Project Schedule (P6)				
4	Sherman Combined Specifications_10.6.2023				
5	TSCD Plan				
6	Crane Layout				
7	Crane Policies and Information				
8	CMAR Written Site Specific Safety Plan				

BID ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
1	Mobilization	1	LS	$ 250,000.00	$ 250,000.00
2	Blower Building	1	LS	$ 1,750,000.00	$ 1,750,000.00
3	Membrane Support Building	1	LS	$ 4,435,000.00	$ 4,435,000.00
4	Demobilization within 2 weeks of completion or notice from CMAR	1	LS	$ 125,000.00	$ 125,000.00
				SUBTOTAL BASE BID SCOPE =	$ 6,560,000.00
				PAYMENT AND PERFORMANCE BOND RATE =	N/A

Total Bid Price (Subtotal Base Bid Scope + Subtotal Additive Alternates) is the Price used in the Best Value Scoring Matrix evaluation of the Bid.

Alternatives

BID ITEM	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
				N/A	N/A
				SUBTOTAL ADDITIVE ALTERNATES =	0
				TOTAL BID PRICE (Subtotal Base Bid Scope + Subtotal Additive Alternates) =	$ 6,560,000.00

Questions for Bidders	Answer (Yes/NO)	Additional/Clarifying Notes
Do you have experience working with the City of Sherman?	Yes	
Do you have experience with Alternative Delivery Projects?	Yes	
Bidder will be responsible for coordinating/scheduling with other trades. Do you agree to coordinate with CMAR and other trades to complete work within schedule?	Yes	
A performance bond will be required for this work. Have you priced this surety separate from the bid items above?	N/A	
Will you require warehouse space? Include needs in additional/clarifying notes. Bidder will be responsible for their own forklifts and other equipment to perform the work.	Yes	
Is Bidder capable and willing to support multiple shift operations if requested by CMAR?	Yes	
Have you completed the exceptions and assumptions tabs of this document and included in your submittal?	Yes	
Do you agree to the commercial terms in the draft subcontract?	Yes	
Do you agree to liquidated damages of $1,000 day will apply to P6 Schedule, quality and turnover documents, integration into Project CPM within 30 days of NOA, submittal of schedule of submittals within 10 days of NOA, delays caused to other subcontractors.	Yes	

Bidder acknowledges receipt of the listed Addenda to the RFP. Such Addenda were received prior to submittal of this bid and are made part of Bidder's pricing.

Addendum No. 1 Date: 2/27/2024

Addendum No. 2 Date: 2/29/2024

Addendum No. 3 Date: 3/6/2024

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

SUBMITTED BY

Name: Terry J. Carlsgaard
Signature: Terry J Carlsgaard
Title: President
Date: 3/20/2024

FOR

Company: Kiewit Water Facilities South, Co.
Address: 2050 Roanoke Rd., Suite 250
Westlake, TX 76262
Phone: 469-276-3800
E-Mail: Terry.Carlsgaard@Kiewit.com

VALUE ENGINEERING CONCEPTS:

As part of the bid, if Subcontractor has ideas on cost savings and value engineering while meeting the specifications and the required quality for the Project, please include any potential concepts and the reduction in price in the below table. Additional rows can be added as required. All value engineering ideas will need to be evaluated by the CM/GC, the Client, and the Engineer of Record. Additional information may be required from the Subcontractor.

	DESCRIPTION	QUANTITY	UNIT OF MEASURE	UNIT PRICE	REDUCTION IN PRICE
VE1	Value Engineering - Concept 1				
VE2	Value Engineering - Concept 2				

Commercial Bid Form Exceptions Tab		
Number	Section	Exception Notes
1	Electrical appurtenances and terminations to plumbing equipment	All electrical appurtenances (conduit, j-boxes, wall plugs, wire, etc.) along with any final terminations to plumbing equipment is excluded.
2	Controls and Integration of plumbing equipment and devices	All plumbing equipment integration and/or controls into a Scada or similar system is excluded.
3	Valve Tags, Pipe Painting, and Pipe Labeling	All valve tags, pipe painting and labeling for the pipe and appurtenances shown on the plumbing drawings is excluded.
4	Fire Sprinkler / Suppression Systems	Fire Sprinkler and Fire Suppression systems other than the called out fire extinguishers are excluded.
5	Permits	City, County or State Building Permits and other permits are excluded for the Work in this GMP.
6	Inspection Fees	City, County or State Building Department Inspection fees are excluded.
7	Fees	Impact fees are excluded.
8	Special Protective Coatings	Special Protective Coatings are excluded from this Bid Package.
9	Painting Aboveground Piping and Supports	Painting of Aboveground Piping and Supports is excluded from this Bid Package.
10	Pipe Supports	Pipe Supports are excluded from this Bid Package.
11	Startup	Specification 01 75 00 Starting and adjusting take exception.
12	Special Inspection	On Drawing G-008, Structural Note 1 Special Inspection excluded from this Bid Package.
13	Not enough detail for the "Closure Plate" in Detail 2 DWG S-555	The Closure Plates on Detail 2 DWG S-555 and S-553 are excluded.
14	Typal S734 and S708 on S-551	No deck support between beams, Anything related to Details S734 and S708 on S-551 is excluded.
15	Truss Struts L 2x2x1/4 shown on S-552	Truss Struts L 2x2x1/4 shown on S-552 are excluded.
16	Lintels	Lintels are excluded from this BP, No Lintel is shown on the drawings.
17	Metal Deck, Trusses , and Beams	Coating/ Painting of metal deck and trusses are excluded
18	Pump Gallery Laboratory Sink and Casework	Laboratory sink and casework in the Membrane Support Building Pump Gallery is excluded.
19	Under slab Chemical Drain Piping	CPVC/Chemical Drain Piping for under slab is excluded.
20	Condensate Pits	Condensate Pits for HVAC condensate are excluded from this bid package.
21		
22		
23		
24		
25		

Commercial Bid Form Assumptions Tab		
Number	Area of Assumption	Assumption Notes
1	Open Ended Drains (OED)	OED's assumed to be spec'd floor drain models due to lack of a material spec. Air gaps assumed to be no-hub style and connected via fernco compression couplings.
2	Under slab pipe trench dimensions	Assumed we will follow same trench dimension details from UG pipe bid package.
3	Copper lines for trap primer feed lines	Assumed that the PW feed lines from the electronic trap primer to each trap are to be copper.
4	1.5" Supply line to Shower	Assumed 1.5" Supply line to showers based on Civcast response to question #12
5	Backflow Preventer Supports	Pipe supports for the BFPV's are stanchion style created with double Unistrut, post base, L bracket, and pipe straps due to lack of a detail.
6	Bathroom Floor Drain	Assumed that the only drain that needs a mechanical trap primer is the floor drain in the bathroom.
7	Copper lines through slab	All copper supply lines from electronic trap primer routed through slab with no sleeves or modular mechanical seals as shown on detail HP520. Additionally, mechanical trap primer assumed the same penetration method as the electronic trap primer.
8	Penetrations through Masonry Walls	All penetrations through Masonry Walls are cored with double link-seals. No backer rod or grout provided.
9	Under slab pipe encasements	All underground drain, sanitary sewer, and potable water feed to traps are concrete encased.
10	Exterior Yard Cleanouts	Exterior YCO's are spec as cast iron fittings connecting to PVC pipe. No-hub style fitting with fernco compression coupling provided.
11	Detail HP120 - Wall Cleanout	Cast Iron no-hub fitting provided with fernco compression coupling to attach to pvc.
12	Under slab drain, sanitary sewer, and pw copper	All under slab service lines necessary for a complete plumbing system consistent with the plumbing drawings and scope are considered a part of this package. This includes the necessary excavation, backfill, and material install.
13	Detail HP538 - In-Line Flow Control	The In-line flow control shown on detail HP538 is not provided as no specs were provided for the appurtenance.
14	Freeze Protected (Exterior) Shower & Eye Wash Water Supply Connection	Water Supply connection is assumed to attach to the shower head end of the equipment.
15	Water Hammer Arrestor Locations	Water Hammer Arrestor's are only provided at each instantaneous electric water heater location as shown on the detail HP538.
16	Pricing	Pricing is based on plans and specifications as provided.
17	Building Code	There are no accommodation or allowance for changes regarding 2024 Building Code revisions included in this GMP.
18	Painting galvanized metal	Painting for the Galvanized Trusses, Metal Decking, Galvanized Structural Steel (C-Channels, W-Beams) is not included per Specification 09 91 00-PS 3.6 L. Engineer confirmed the galvanized trusses and deck do not need to be coated in the Blower Building and the MBR Support Building.
19	Room Finish Schedule	Painting/Coating provided in this Bid Package per the Room Finish Schedule only, unless noted otherwise.
20	Signage	Only signage provide in this Bid Package is the signage listed in the Plastic Signage System Schedule per Specification 10 14 00.
21	Warranties	Warranty period 12 months from Substantial Completion per Schedule provided in the Bidding Documents. Except if noted otherwise in the individual specifications.
22	W10x22 connections at the concrete tie beams	A 1/2x4 1/2x12" Plate and 2 Ea. 3/4" anchor bolts are assumed on each end of W10x22 beam.
23	Concrete Pan Deck @ EL: 669.5	Assume Concrete Pan Deck @ EL: 669.5 has two bulkheads.
24	Drywall, Tile, Resilient Base Cover and Acoustical Ceiling	Drywall, Resilient Base Cover, Tile and Acoustical Ceiling is excluded because we couldn't find the appropriate subcontractors. However, we recommend the CMAR include these trades as an Allowance in the GMP.
25	Galvanized Trusses	87' Trusses for S552 Building will be spliced and double dipped for galvanizing due to lengths.
26	Structural Steel welding and Fasteners	Some connections shown may be shop welded and Fasteners may be utilized in lieu of field welding
27	Concrete Pan Deck @ EL: 669.5	Assume Concrete Pan Deck @ EL: 669.5 is 4 inches thick
28	Bollards	Assumed six (6) Ea. Bollards. 2 Ea at each rollup doors.
29	HVAC Supply Grills and Returns	Supply grills and returns no details provided assumed grille and supply sizes. Grilles per Specification Section 23 05 00.
30		

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO: 1422-005-02

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 04

DESCRIPTION:

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.

By: Kory Kyllo Date: 2/7/2024

ENGINEER'S RESPONSE

We respond to your request as follows:

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach, PE CCM Date: 4/3/2024

Engineer: _____ Date: 4-3-2024

Program Manager: _____ Date: 4/4/24

Owner: _____ Date: 4/4/2024

Digitally signed by Tom Pruitt
Date: 2024.04.04 10:33:16-05'00'

PLUMMER

POTENTIAL CHANGE ORDER REQUEST
ATTACHMENT A
SCOPE OF WORK

POTENTIAL CHANGE ORDER

PCO is in response to WCD0010

Kiewit

Date: February 7, 2024	Potential Change Order #: PCO-0004	Revision #: 0
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: 2024 0111 Process Design Task Force Meeting Notes, Email FW: [External]RE: **URGENT** City of Sherman Project - Xylem Sanitaire/Flygt Material Contracts - Bid Award, Email RE: [External]RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS - REVISED Quote - RAS Mixers, COSK-KWT-CMS-LTR-0030 Xylem Stainless

Description of the Proposed Change Order Work: adders to Xylem for stainless steel droplegs and cooling loops at the aeration grids and Sludge Storage Tank and 2 submersible RAS mixers

Pursuant to General Conditions Section 10.05, B. of the Agreement and the above references, CMAR has gathered the Quotes from Xylem for the additional scope for the stainless steel droplegs and cooling loops at the aeration grids and Sludge Storage Tank that were scopes originally in BP08-001 Process Mechanical package and the addition of 2 submersible mixers for the RAS Pump Station which originated from design growth after Xylem was awarded their contract. These additions were at the direction of Plummer and are recorded in the various attached meeting minutes and emails. There is currently no anticipated impact on schedule. The CMAR support services are T&M per Amendment 1 and are not included in this PCO.

These additional scopes result in an addition for GMP C.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)	Contingency 9% ($)	Additional GCs (12.2% When>$155m)	Fee 9.95% ($)	Change Impact ($)
$57,880.30	$5,209.23	$7,696.92	$7,043.25	**$77,829.70**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ Contractor 2/7/2024 Date

Recommended by: Design Engineer

_____ _____
Name *Date*

Approved by: Program Manager

_____ _____
Name *Date*

Recommended by: Program Construction Manager

Brian Beard 2/28/24
Name *Date*

Approved by: City of Sherman

_____ _____
Name *Date*

Approval Signatures are on the PCO cover sheet from Plummer

Basis of Estimate: Xylem Changes

Summary

1. Stainless Steel Droplegs and Cooling Loops at the Aeration Grids	Total	$0*
2. Stainless Steel Droplegs and Cooling Loops at the Sludge Storage Tank	Total	$38,000
3. 2 Submersible Mixers for the ~~Biological Reactor Basins (BRBs)~~	Total	$19,880.30
RAS Pump Station	**Grand Total**	**$57,880.30**

1. Stainless Steel Droplegs and Cooling Loops at the Aeration Grids

Total	$0*

The additional scope for the stainless steel droplegs and cooling loops at the aeration grids was transferred from BP008-001 Process Mechanical, see attachments 2., 3., and 4. Xylem provided a price of $143,000.00, see email attachment 1. Urgent City of Sherman Project - Xylem Sanitaire Flygt Material Contracts - Bid Award.

*This portion of the PCO is to cover scope change and results in $0 because the $143,000.00 was written into Xylem's base contract and is being covered with the remaining GMP C funding. CMAR reserves the right to ask for additional T&M funding to cover "Any time spent supporting the negotiations, submittals, and supplier quality surveillance (aka site inspections) until it arrives on the project" as written in Amendment 1.

2. Stainless Steel Droplegs and Cooling Loops at the Sludge Storage Tank

Total	$38,000.00

The additional scope for the stainless steel droplegs and cooling loops at the sludge storage tank was transferred from BP008-001 Process Mechanical, see attachments 2., 3., and 4. Xylem provided a price of $38,000.00, see attachment 5. City of Sherman - MC Section 9 Discussion.

RAS Pump Station

3. 2 Submersible Mixers for the ~~Biological Reactor Basins (BRBs)~~

Total	$19,880.30

The additional scope for the 2 submersible mixers for the BRBs came from design growth, see attachments 2., 3., 4., and 6. Early RAS PS design did not have a need for mixers. Xylem provided a price of $19,880.30, see attachment 6. City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS - REVISED Quote - RAS Mixers. From Attachment 7. COSK-PLA-PRC-PRP-0015.00.IFU.00.01 Xylem on page 16, the original price shown is $255,599.70 and the revised price is $275,480.00, see attachment 8. In

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

attachment 8. 2023-DAL-0577,A3,V1 (Sherman S. WWTP - MBR Equipment Package 4) 2.5.24, the additional 2 submersible mixers are on the lines with the red highlighted text, see excerpt below.

MIXERS (SEC. 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED) (RAS)		$10,248
Qty	Description	
2	Flygt Model SR-4630 Submersible Mixer, Stainless steel (ASTM 316L), equipped with a 460 Volt / 3 phase / 60 Hz 2.5 HP 855 RPM motor, Prop 5°, 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, C/W FLS leakage detector	

MIXERs ACCESSORIES (SEC. 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED) (RAS)		$ 7,836
Qty	Description	
2	SOCKET, PLATFORM ASSEMBLY	
2	KIT, SYSTEM IV-2" FLOOR MOUNT+ 20'CABLE, ONE SUPPORT	
20	GUIDE RAILS, 2"x2" 3/16" SS	
2	MINI-CASII/FUS 120/24VAC,24VDC	
2	SOCKET,11-PIN BACK MOUNTING	

The additional freight was $1,796.30. This comes to the total of $19,880.30 see attachment 6.

Attachments

1. Email: Urgent City of Sherman Project - Xylem Sanitaire Flygt Material Contracts - Bid Award
2. MOM: 2024 0111 Process Design Task Force Meeting Notes
3. MOM: 20053326-COSK-KWT-DNG-MOM-0034.00.IFR.00.01
4. MOM: 20053326-COSK-KWT-DNG-MOM-0037.00.IFR.00.01
5. Email: City of Sherman - MC Section 9 Discussion
6. Email: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS - REVISED Quote - RAS Mixers
7. Bid Proposal Form: COSK-PLA-PRC-PRP-0015.00.IFU.00.01 Xylem
8. Quote: 2023-DAL-0577,A3,V1 (Sherman S. WWTP - MBR Equipment Package 4) 2.5.24
9. LTR: COSK-KWT-CMS-LTR-0030 Xylem Changes Early Procurement Package 4 BP01-004 GMP C Bid items 14 and 15

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Charles.Wampler

From: Charles.Wampler@kiewit.com
Subject: FW: [External]RE: **URGENT** City of Sherman Project - Xylem Sanitaire/Flygt Material Contracts - Bid Award

---

From: Stone, Tucker - Xylem <Tucker.Stone@xylem.com>
Sent: Tuesday, January 9, 2024 3:57 PM
To: Kate.White <kate.white@kiewit.com>
Cc: Button, Susan - Xylem <Susan.Button@xylem.com>; Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>; Pastors, Francis - Xylem <Francis.Pastors@xylem.com>
Subject: [External]RE: **URGENT** City of Sherman Project - Xylem Sanitaire/Flygt Material Contracts - Bid Award

> You don't often get email from tucker.stone@xylem.com. Learn why this is important

Hello Kate,

The adder price for adding stainless steel droplegs and cooling loops to the aeration grids is **$143,000**. The only changes that we're making to our submitted scope package is that we are now providing the stainless steel cooling loop and dropleg piping while also incorporating the piping layout into the overall layout of each grid.

Carollo has also asked us to provide an adder price for dropleg and cooling loop piping. I told them that I will be sending the adder price through Kiewit. Carollo mentioned that we would need to supply piping up to the water elevation of the aeration basins, or 3' below the walkway elevation. See attached email.

In order to pride an adder price for the same option with the Sludge Storage Tank, we will need more information to determine the length of cooling loop piping required. The parameters need are max wastewater temperature and max blower discharge temperature.

Please let us know if there are any questions.

Thanks,

Tucker Stone
Xylem Application Engineer – Sanitaire Products
247 W Freshwater Way, Suite 200
Milwaukee, WI 53204
O: +1.414.365.2374 M: +1.262.289.7598
Tucker.Stone@xylem.com

From: Pastors, Francis - Xylem <Francis.Pastors@xylem.com>
Sent: Monday, January 8, 2024 2:13 PM
To: kate.white@kiewit.com
Cc: Stone, Tucker - Xylem <Tucker.Stone@xylem.com>; Button, Susan - Xylem <Susan.Button@xylem.com>; Weemes,

Bryan - Xylem <Bryan.Weemes@xylem.com>
Subject: **URGENT** City of Sherman Project - Xylem Sanitaire/Flygt Material Contracts - Bid Award

Kate,

Happy New Year!

Thanks for the "DRAFT" contract, including both the Flygt & Sanitaire Products proposed on the Sherman, TX Project.

Bryan had mentioned that you are waiting on two items:

1. Mark-ups and comments to the "DRAFT" Contract: Attached is a copy of our proposal, which includes the proposed make-ups. Specifically reference pages 23-90 of the pdf. It also includes our general scope letter and clarifications.

2. Adder for SS drops/cooling piping in the Sanitire Proposal: We are currently looking at the layout and associated costing. We should have this for you in the next couple days.

Let us know if you have any questions or concerns.

Thanks,

Francis

Francis Pastors, PE
Xylem Territory Manager – Sanitaire Products
247 W. Freshwater Way, Suite 200
Milwaukee, WI 53204
francis.pastors@xylem.com
414-207-5465

2024.01.11 Process Design Task Force

Date:	1/11/2024
Time:	2:00 - 3:00 PM CST
Location:	MS Teams
Prepared by:	CMAR Odrowski

Sherman South WWTP

Process Design Task Force Meeting

ATTENDEES

ATTENDED	NAME	Role	Organization
Yes	Michael Odrowski	Engineering Manager	Kiewit
Yes	Nathan Whiddon		City of Sherman
	Megan Martin		Carollo
Yes	BK Zaveri		Mead & Hunt
	Colin Bunker		Kiewit
Yes	Sherri van der Wage		Plummer
Yes	Brenna Wagner		Carollo
Yes	Nathan Zaugg		Carollo
Yes	Freddy Mena		Mead & Hunt
	Darcy Sachs		Carollo
Yes	Paula Monaco		Plummer
Yes	Charlotte Smith		Mead & Hunt
Yes	Ron Mick		Pape-Dawson
Yes	Alan Davis		Plummer
Yes	Tom Pruitt		City of Sherman
	Clint Philpot		City of Sherman
	Paul Sigle		GTUA
	David Gudal		Plummer
	Nichole Murphy		GTUA
	Kory Kyllo		Kiewit
	Toby Flinn		Pape-Dawson
	Joe Castillo		Pape-Dawson
Yes	Quentin Geile		Plummer
Yes	Ruby Diaz		Carollo
Yes	Shannon Saramaa		Mead & Hunt
Yes	Amir Shokouhi		Pape-Dawson
	Hugh Brightwell		Pape-Dawson
Yes	Joe Schuler		Kiewit
	Jim Goyer		Kiewit
Yes	Chester Wilson		City of Sherman
	Chris Swonke		Mead & Hunt
Yes	Andrew Lattof		Kiewit

Yes	Thomas Young		Plummer
	Mark Perkins		Mead & Hunt
Yes	Russ Ferlita		Mead & Hunt
Yes	Charles Wampler		Kiewit
Yes	Tyler Bly		Kiewit
Yes	Jeff Rigdon		City of Sherman

Legend
Previous Meeting Notes
Current Meeting Notes
Action Items

1. **Safety**
   a. Safety Moment

2. **Design**
   a. Deliverables in Review
      1) **65% Drawings**
      2) **M Sheets Review, Walk Thru Highlighting Differences from Previous Bid Pkgs**
         i. **Bioreactor Aeration Basins**
            1) **Effluent Pipe, Ruby Dwg, email 1/11/2024**
            2) **Al M Odrowski will forward to Tyler Bly for review.**
         ii. **Influent Splitter Box**
         iii. **Bioreactor Blower Room**
         iv. **Membrane Blowers**
         v. **Carbon Storage Tanks**, piping connections now shown, addl detail from previous drawing version
         vi. **Diversion Structure**, one less gate and penetration, less cost
         vii. EQ Basin
         viii. **EQ Basin Flow Control Valve**, 10' dia MH instead of vault, less cost
         ix. **EQ Flow Meter**, 10' dia MH instead of vault, less cost
         x. **EQ Basin Mixing System**
         xi. **Effluent Filters**, less-steep stairs are needed for Aqua-Aerobics equipment, similar to stairs in structural drawings, Al Plummer to initiate stair revision.
         xii. **Relift Pump Station**, upcoming bid, new item
            1) Axial flow pumps
         xiii. RAS Discharge Piping
         xiv. **Influent Pump Station**
         xv. **IPS Electrical Structure**
         xvi. **PTU**
         xvii. **Blower Building**
         xviii. **Sludge Storage Tank**

   b. Deliverable Pkgs for Bidding
      1) **Preview Process Mechanical Pkg BP08-001**
         i. **Bid Opening Date 1/24/2024**
            1) **Addendum No. 1 Out**
            2) **Addendum No. 2 Forthcoming**
         ii. *Status, Contents*
            1) *Add peristaltic metering pumps and FRP tanks to bid package*
   c. Upcoming Deliverables
      1) Design Challenges/Support Required
      2) DN Tank Responses
         i. Submitted, under review
      3) Tank Underdrain Design
         i. Chris- Detail being drafted, DN foundation design needed to finalize drain
      4) Tank Under-Slab Piping
         i. Under development, coordinate w/ DN and buried yard piping
      5) Update on Tank Coating Spec
         i. Vinyl Ester
            1) Open, under consideration for inclusion in coating spec
      6) Schedule
         i.

3. **Procurement,**

a. Active Packages
   1) Scope Changes
      i. DN Tank
         1) PHi Air System, specification issued, adder
         2) Fourth nozzle needed, wash down, adder
         3) Handrail EQ, tie-off could be added, considering washdown operations before moving forward w/ deletion
         4) Upsized overflow inlet weir
      ii. Aerzen Blowers
         1) Vendor provided vibration switch, stops on high vibration, consistent w/ P&IDs
         2) 50-MPH enclosure
      iii. RAS Pumps Discharge Elbow, GPS, Al Quentin will provide followup, 12-in to 20-in
      iv. Submersible Mixers, RAS PS, Xylem, Al Quentin will provide followup
      v. Rotary Lobe Pumps, Vogelsang
         1) 316 SS baseplates Shannon followup
         2) Duty Points, 75 gpm ==> 200 gpm, 45 TDH
      vi. Aeration System, Fine Bubble Disc Diffusers, 46 51 47 Biological Aeration Basin, Xylem/Sanitaire
         1) Dropleg and cooling loop piping, Al Ruby followup to show dropleg connection for piping to be furnished by Xylem/Sanitaire on Proc Mech PKG BP08-001, for contractor coordination and scope clarity. Drawing revision to be included in Add 2 or Add 3.
         2) Stainless piping will be 143K adder to Xylem.
      vii. Aeration System, Flexible Membrane Disk Diffusers, 46 51 33, Sludge Storage Tank, Xylem/Sanitaire
         1) Max wastewater temp and max blower discharge temp needed before length of cooling loop piping can be determined, Al Ruby Followup w/ Xylem

b. Packages In Development
   1) None

4. **Work Planning and Construction Schedule**
   a. Work Plans
   b. Pre-Activity Meetings
   c. Schedule Highlights

5. **Submittals**
   a.

6. **RFIs**
   a.

7. **Quality**
   a. Source Inspection
   b. Material Receiving
   c. Non-Conformance
   d. Issues/Concerns

8. **As-Built and Redlines**
   a. Intent of Meeting

9. **Field Order/WCD/Design Modifications**
   a. Intent of Meeting

10. **Value Engineering**
    a.

11. **Attachments:**
    a.

Action Items

ID	Description	Assigned To	Due	Complete

Decision Points

ID	Description	Location	Date

2024.01.18 Process Design Task Force

Thursday, January 18, 2024 12:39 PM

Date:	1/18/2024
Time:	2:00 - 3:00 PM CST
Location:	MS Teams
Prepared by:	CMAR M Odrowski

Sherman South WWTP

Process Design Task Force Meeting

ATTENDEES

ATTENDED	NAME	Role	Organization
Yes	Michael Odrowski	Engineering Manager	Kiewit
Yes	Nathan Whiddon		City of Sherman
	Megan Martin		Carollo
	BK Zaveri		Mead & Hunt
	Colin Bunker		Kiewit
Yes	Sherri van der Wage		Plummer
Yes	Brenna Wagner		Carollo
Yes	Nathan Zaugg		Carollo
Yes	Freddy Mena		Mead & Hunt
	Darcy Sachs		Carollo
Yes	Paula Monaco		Plummer
Yes	Charlotte Smith		Mead & Hunt
Yes	Ron Mick		Pape-Dawson
	Alan Davis		Plummer
Yes	Tom Pruitt		City of Sherman
	Clint Philpot		City of Sherman
	Paul Sigle		GTUA
	David Gudal		Plummer
	Nichole Murphy		GTUA
	Kory Kyllo		Kiewit
	Toby Flinn		Pape-Dawson
	Joe Castillo		Pape-Dawson
Yes	Quentin Geile		Plummer
Yes	Ruby Diaz		Carollo
	Shannon Saramaa		Mead & Hunt
Yes	Amir Shokouhi		Pape-Dawson
	Hugh Brightwell		Pape-Dawson
	Joe Schuler		Kiewit

	Jim Goyer		Kiewit
Yes	Chester Wilson		City of Sherman
	Chris Swonke		Mead & Hunt
Yes	Andrew Lattof		Kiewit
	Thomas Young		Plummer
	Mark Perkins		Mead & Hunt
	Russ Ferlita		Mead & Hunt
	Charles Wampler		Kiewit
	Tyler Bly		Kiewit
Yes	Jeff Rigdon		City of Sherman
Yes	Russ Varin		

Legend
Previous Meeting Notes
Current Meeting Notes
Action Items

1. **Safety**
   a. Safety Moment

2. **Design**
   a. Deliverables in Review
      1) **65% Drawings**
      2) **M Sheets Review, Walk Thru Highlighting Differences from Previous Bid Pkgs**
         i. **Bioreactor Aeration Basins**
            1) **Effluent Pipe, Ruby Dwg, email 1/11/2024**
            2) **Al M Odrowski will forward to Tyler Bly for review. COMPLETED**
         ii. **Influent Splitter Box**
         iii. **Bioreactor Blower Room**
         iv. **Membrane Blowers**
         v. **Carbon Storage Tanks**, piping connections now shown, addl detail from previous drawing version
         vi. **Diversion Structure**, one less gate and penetration, less cost
         vii. EQ Basin
         viii. **EQ Basin Flow Control Valve**, 10' dia MH instead of vault, less cost
         ix. **EQ Flow Meter**, 10' dia MH instead of vault, less cost
         x. **EQ Basin Mixing System**
         xi. **Effluent Filters**, less-steep stairs are needed for Aqua-Aerobics equipment, similar to stairs in structural drawings, **Al Plummer to initiate stair revision.**
         xii. **Relift Pump Station**, upcoming bid, new item
            1) Axial flow pumps
         xiii. RAS Discharge Piping
         xiv. **Influent Pump Station**
         xv. **IPS Electrical Structure**
         xvi. **PTU**
         xvii. **Blower Building**
         xviii. **Sludge Storage Tank**

   b. Deliverable Pkgs for Bidding
      1) **Preview Process Mechanical Pkg BP08-001**
         i. **Bid Opening Date 1/24/2024**
            1) **Addendum No. 1 Out**
            2) **Addendum No. 2 Forthcoming**
         ii. *Status, Contents*
            1) *Add peristaltic metering pumps and FRP tanks to bid package*
   c. Upcoming Deliverables
      1)

GPS
20-in IPS Discharge 5600 GPM Elbows (2), Quentin/BK
20-in IPS Discharge 2800 GPM Elbows (2), Quentin/BK
20-in RAS Discharge Elbows (3), Quentin

Xylem/Sanitaire
SS Piping for Sludge Storage Tank, M&H, Freddy
Max Blower Temp
Max Wastewater Temp

Huber
Screw Auger Chute, Cooper
Huber will be providing at no addl cost, included in spec

S&L
Grit Chute, Ross Varin
Add 2 BP-08-001 includes chute and support

Aqua Aerobics
Stairs, safety issue due to steepness, Charlotte
Need acceptable stair details

1) Design Challenges/Support Required
2) Tank Underdrain Design
   i. Chris- Detail being drafted, DN foundation design needed to finalize drain
3) Tank Under-Slab Piping
   i. Under development, coordinate w/ DN Tank and buried yard piping
4) Update on Tank Coating Spec
   i. Vinyl Ester
      1) Open, under consideration for inclusion in coating spec
5) Schedule
   i.

3. **Procurement,**
   a. Active Packages
      1) Scope Changes
         i. DN Tank
            1) PHi Air System, specification issued, adder
            2) Fourth nozzle needed, wash down, adder
            3) Handrail EQ, tie-off could be added, considering washdown operations before moving forward w/ deletion
            4) Upsized overflow inlet weir
         ii. Aerzen Blowers
            1) Vendor provided vibration switch, stops on high vibration, consistent w/ P&IDs
            2) 50-MPH enclosure
         iii. RAS Pumps Discharge Elbow, GPS, AI Quentin will provide followup, 12-in to 20-in
         iv. Submersible Mixers, Xylem, **AI Quentin will provide followup**
         v. Aeration System, Fine Bubble Disc Diffusers, 46 51 47 Biological Aeration Basin, Xylem/Sanitaire
            1) Dropleg and cooling loop piping, AI Ruby followup to show dropleg connection for piping to be furnished by Xylem/Sanitaire on Proc Mech PKG BP08-001, for contractor coordination and scope clarity. Drawing revision to be included in Add 2 or Add 3.
            2) Stainless piping will be 143K adder to Xylem.
         vi. Aeration System, Flexible Membrane Disk Diffusers, 46 51 33, Sludge Storage Tank, Xylem/Sanitaire
            1) Max wastewater temp and max blower discharge temp needed before length of cooling loop piping can be determined, AI Freddy Followup w/

b. Packages In Development
   1) None

4. **Work Planning and Construction Schedule**
   a. Work Plans
   b. Pre-Activity Meetings
   c. Schedule Highlights

5. **Submittals**
   a.

6. **RFIs**
   a.

7. **Quality**
   a. Source Inspection
   b. Material Receiving
   c. Non-Conformance
   d. Issues/Concerns

8. **As-Built and Redlines**
   a. Intent of Meeting

9. **Field Order/WCD/Design Modifications**
   a. Intent of Meeting

10. **Value Engineering**
    a.

11. **Attachments:**
    a.

Action Items

ID	Description	Assigned To	Due	Complete

Decision Points

ID	Description	Location	Date

2024.01.25 Process Design Task Force

Tuesday, January 23, 2024 7:11 PM

Date:	1/25/2024
Time:	2:00 - 3:00 PM CST
Location:	MS Teams
Prepared by:	CMAR M Odrowski

Sherman South WWTP

Process Design Task Force Meeting

ATTENDEES

ATTENDED	NAME	Role	Organization
Yes	Michael Odrowski	Engineering Manager	Kiewit
	Nathan Whiddon		City of Sherman
	Megan Martin		Carollo
	BK Zaveri		Mead & Hunt
	Colin Bunker		Kiewit
	Sherri van der Wage		Plummer
Yes	Brenna Wagner		Carollo
	Nathan Zaugg		Carollo
Yes	Freddy Mena		Mead & Hunt
	Darcy Sachs		Carollo
Yes	Paula Monaco		Plummer
Yes	Charlotte Smith		Mead & Hunt
Yes	Ron Mick		Pape-Dawson
Yes	Alan Davis		Plummer
Yes	Tom Pruitt		City of Sherman
	Clint Philpot		City of Sherman
	Paul Sigle		GTUA
Yes	David Gudal		Plummer
	Nichole Murphy		GTUA
	Kory Kyllo		Kiewit
	Toby Flinn		Pape-Dawson
	Joe Castillo		Pape-Dawson
Yes	Quentin Geile		Plummer
Yes	Ruby Diaz		Carollo
	Shannon Saramaa		Mead & Hunt
Yes	Amir Shokouhi		Pape-Dawson
Yes	Hugh Brightwell		Pape-Dawson
	Joe Schuler		Kiewit

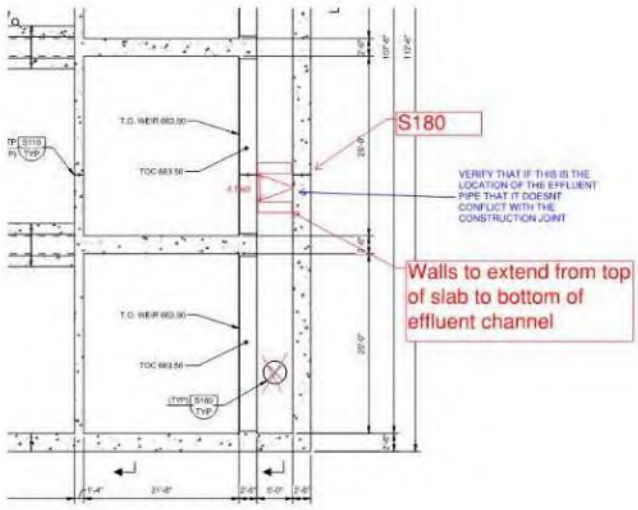
	Jim Goyer		Kiewit
	Chester Wilson		City of Sherman
	Chris Swonke		Mead & Hunt
Yes	Andrew Lattof		Kiewit
	Thomas Young		Plummer
	Mark Perkins		Mead & Hunt
	Russ Ferlita		Mead & Hunt
	Charles Wampler		Kiewit
	Tyler Bly		Kiewit
	Jeff Rigdon		City of Sherman
	Russ Varin		Mead & Hunt
Yes	Brian Beach		Plummer
Yes	Kevin Colwell		
Yes	Kate White		Kiewit

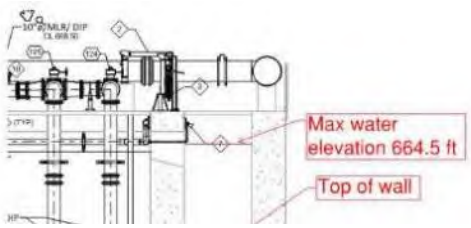
Legend
Previous Meeting Notes
Current Meeting Notes
Action Items

1. **Safety**
   a. **Safety Moment**

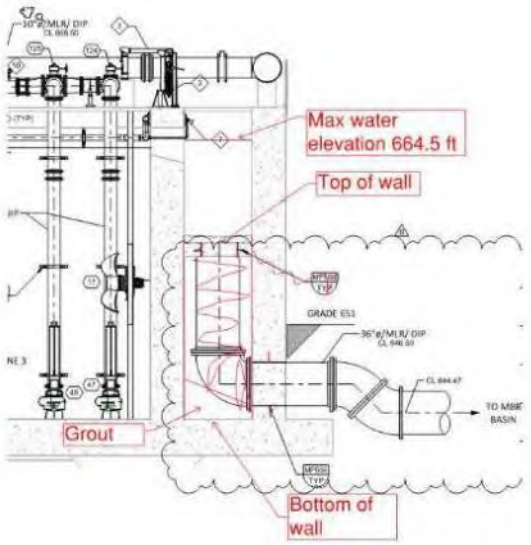
2. **Design**
   a. **Bioreactor Aeration Basins**
      1) **Effluent Pipe, Update below, coordination w/ IFC structural dwgs. Conflict avoided w/ wall construction joint. Wall pipe moving to south in IFC. Changed dwg to IFC north.**

2)





3)



b. Deliverable Pkgs for Bidding
   1) **Process Mechanical Pkg BP08-001**
      i. **Bid Opening Date 1/24/2024**
         1) **Addendum No. 1 Issued**
         2) **Addendum No. 2 Issued**

c. Early Procurement Equipment Packages
   1) **Aqua Aerobics, Effluent Filters, safety issue due to steepness, similar to stairs in structural drawings**, **Stair revision under Aqua Aerobics pending- Al Charlotte, open item**

d.
   2) **Aeration System, Flexible Membrane Disk Diffusers, 46 51 33, Sludge Storage Tank, Xylem/Sanitaire**
      1) **Max wastewater temp and max blower discharge temp needed before length of cooling loop piping can be determined, Al Freddy/Shannon Followup w/ Xylem, early next week. Will be CO w/ Xylem. Al Shannon confirm if transition was correctly indicated in BP02-001.**

Sludge Storage Tank Blowers	Model: D 62 S DN 200		
Performance Data:		Design	Min
Intake volume, handled at intake condition	cfm	2,089	381
Volume handled at normal condition (dry) per ASME	scfm	1,745	319
Mass flow	lb/h	8,219	1,501
Density at inlet conditions	lb/cf	0.066	0.066
Relative humidity	Φ	95%	95%
Inlet pressure (abs.)	psia	14.30	14.30
Discharge pressure (abs.)	psia	23.29	23.29
Pressure difference	psig	9.0	9.0
Intake temperature	°F	109	109
Discharge temperature	°F	221	255

   1) **Xylem, submersible mixers RAS PS (2), Al Quentin will provide followup, Refer to email 1/19/24 and Patrick Palacios email 1/5/24. Al Kate to obtain pricing from Bryan Weemes.**

      i.
   3) **Aeration System, Fine Bubble Disc Diffusers, 46 51 47 Biological Aeration Basin, Xylem/Sanitaire**
      1) **Dropleg and cooling loop piping, Al Ruby followup to show dropleg connection for piping to be furnished by Xylem/Sanitaire on Proc Mech PKG BP08-001, for contractor coordination and scope clarity. Drawing revision to be included in Add 2. COMPLETED**

e. Packages In Development
   1) None

3. **Work Planning and Construction Schedule**
    a. Work Plans
    b. Pre-Activity Meetings
    c. Schedule Highlights

4. **Submittals**
    a.

5. **RFIs**
    a.

6. **Quality**
    a. Source Inspection
    b. Material Receiving
    c. Non-Conformance
    d. Issues/Concerns

7. **As-Built and Redlines**
    a. Intent of Meeting

8. **Field Order/WCD/Design Modifications**
    a. Intent of Meeting

9. **Value Engineering**
    a.

10. **Attachments:**
    a.

Action Items

ID	Description	Assigned To	Due	Complete

Decision Points

ID	Description	Location	Date

Charles.Wampler

From: Kate.White
Sent: Monday, January 29, 2024 10:41 AM
To: Andrew.Lattof; Charles.Wampler; Michael.Odrowski
Subject: Fwd: [External]RE: City of Sherman - MC Section 9 Discussion

FYI -

Get Outlook for iOS

From: Stone, Tucker - Xylem <Tucker.Stone@xylem.com>
Sent: Friday, January 26, 2024 3:00 PM
To: Kate.White <Kate.White@kiewit.com>; Ruddy, Heidi - Xylem <Heidi.Ruddy@xylem.com>
Cc: Pastors, Francis - Xylem <Francis.Pastors@xylem.com>; Button, Susan - Xylem <Susan.Button@xylem.com>
Subject: RE: [External]RE: City of Sherman - MC Section 9 Discussion

Hi Kate,

The adder price for adding stainless steel droplegs and cooling loops to the aeration grid in the sludge storage tank is **$38,000.** Like with the aeration tanks, the only changes that we're making to our submitted scope package is that we are now providing the stainless steel cooling loop and dropleg piping while also incorporating the piping layout into the overall layout of the grid.

Please let me know if you have any questions and have a great weekend!

Tucker Stone
Xylem Application Engineer – Sanitaire Products
247 W Freshwater Way, Suite 200
Milwaukee, WI 53204
O: +1.414.365.2374 M: +1.262.289.7598
Tucker.Stone@xylem.com

From: Kate.White <Kate.White@kiewit.com>
Sent: Friday, January 26, 2024 11:16 AM
To: Stone, Tucker - Xylem <Tucker.Stone@xylem.com>; Ruddy, Heidi - Xylem <Heidi.Ruddy@xylem.com>
Cc: Pastors, Francis - Xylem <Francis.Pastors@xylem.com>; Button, Susan - Xylem <Susan.Button@xylem.com>
Subject: RE: [External]RE: City of Sherman - MC Section 9 Discussion

Tucker,

Yes, they are still working on all the information, but I was told 255F is the maximum discharge temperature the blower will reach. They promised early next week for the max wastewater temperature. Bryan Weemes is working on pricing for the mixer change so we'll try to get both of these addressed in Change Order 01.

Once you do have the max wastewater temp do you have an idea of about how long it will take to price?

Thanks!

Kate White
Supply Chain Specialist III

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
Cell: (480) 521-3312
Kate.white@kiewit.com

From: Stone, Tucker - Xylem <Tucker.Stone@xylem.com>
Sent: Friday, January 26, 2024 10:03 AM
To: Kate.White <Kate.White@kiewit.com>; Ruddy, Heidi - Xylem <Heidi.Ruddy@xylem.com>
Cc: Pastors, Francis - Xylem <Francis.Pastors@xylem.com>; Button, Susan - Xylem <Susan.Button@xylem.com>
Subject: RE: [External]RE: City of Sherman - MC Section 9 Discussion

Kate,

I forgot to ask. Would you still like to add the SS dropleg and cooling loop piping for the sludge storage tank into our scope? I'm assuming your engineering group is still working on getting the info I requested but I just want to confirm that this would be a change order on top of the price included in the PO.

Thanks,

Tucker Stone
Xylem Application Engineer – Sanitaire Products
247 W Freshwater Way, Suite 200
Milwaukee, WI 53204
O: +1.414.365.2374 M: +1.262.289.7598
Tucker.Stone@xylem.com

From: Kate.White <Kate.White@kiewit.com>
Sent: Friday, January 26, 2024 10:40 AM
To: Stone, Tucker - Xylem <Tucker.Stone@xylem.com>; Ruddy, Heidi - Xylem <Heidi.Ruddy@xylem.com>
Cc: Pastors, Francis - Xylem <Francis.Pastors@xylem.com>; Button, Susan - Xylem <Susan.Button@xylem.com>
Subject: RE: [External]RE: City of Sherman - MC Section 9 Discussion

Great. Thank you, Tucker!

@Ruddy, Heidi - Xylem, also please let me know what day/time works best for you next week for a brief contract kickoff meeting so we can introduce our Doc Controller. I'm pretty flexible Wed-Fri.

Thanks,

Kate White
Supply Chain Specialist III

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
Cell: (480) 521-3312
Kate.white@kiewit.com

From: Stone, Tucker - Xylem <Tucker.Stone@xylem.com>
Sent: Friday, January 26, 2024 9:34 AM
To: Kate.White <Kate.White@kiewit.com>
Cc: Pastors, Francis - Xylem <Francis.Pastors@xylem.com>; Button, Susan - Xylem <Susan.Button@xylem.com>; Ruddy, Heidi - Xylem <Heidi.Ruddy@xylem.com>
Subject: RE: [External]RE: City of Sherman - MC Section 9 Discussion

Kate,

I've copied our PM, Heidi Ruddy. She'll be able to give you the email addresses of the people who will need access to Teambinder.

Thanks,

Tucker Stone
Xylem Application Engineer – Sanitaire Products
247 W Freshwater Way, Suite 200
Milwaukee, WI 53204
O: +1.414.365.2374 M: +1.262.289.7598
Tucker.Stone@xylem.com

From: Stone, Tucker - Xylem
Sent: Friday, January 26, 2024 10:30 AM
To: Kate.White <Kate.White@kiewit.com>
Cc: Pastors, Francis - Xylem <Francis.Pastors@xylem.com>; Button, Susan - Xylem <Susan.Button@xylem.com>
Subject: RE: [External]RE: City of Sherman - MC Section 9 Discussion

Hi Kate,

I'm just confirming who the PM will be on our end. They will reach out to you soon to coordinate a kickoff meeting.

Thanks,

Tucker Stone
Xylem Application Engineer – Sanitaire Products
247 W Freshwater Way, Suite 200
Milwaukee, WI 53204

O: +1.414.365.2374 M: +1.262.289.7598
Tucker.Stone@xylem.com

From: Kate.White <Kate.White@kiewit.com>
Sent: Thursday, January 25, 2024 9:17 AM
To: Button, Susan - Xylem <Susan.Button@xylem.com>; Stone, Tucker - Xylem <Tucker.Stone@xylem.com>
Cc: Pastors, Francis - Xylem <Francis.Pastors@xylem.com>
Subject: RE: [External]RE: City of Sherman - MC Section 9 Discussion

Hi Susan,

The final contract has been sent to you via DocuSign (COSK_SouthWWTP.Procurement@kiewit.com) for signature. We'll just need the bond and insurance once we have signatures done.

@Stone, Tucker - Xylem, when would be a good day/time for you to have a contract kickoff meeting so we can introduce our Document Controller? We'll also need the email addresses of the individuals who need access to Teambinder for uploading submittals. I have time tomorrow or Wed-Fri next week. Please let me know what works best for you.

Thanks!

Kate White
Supply Chain Specialist III

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
Cell: (480) 521-3312
Kate.white@kiewit.com

From: Button, Susan - Xylem <Susan.Button@xylem.com>
Sent: Thursday, January 18, 2024 12:32 PM
To: Kate.White <Kate.White@kiewit.com>
Subject: RE: [External]RE: City of Sherman - MC Section 9 Discussion

Kate – correct but I have attached and updated 2024 version of the W-9

Yes I will be signing

Thank you.

Regards,

Susan M. Button
Xylem
Senior Manager, Contracts Management, Americas
Legal Department

M: +1 508 207 0966

xylem
Let's Solve Water

From: Kate.White <Kate.White@kiewit.com>
Sent: Thursday, January 18, 2024 2:25 PM
To: Button, Susan - Xylem <Susan.Button@xylem.com>
Subject: RE: [External]RE: City of Sherman - MC Section 9 Discussion

Hi Susan,

Is this W9 attached still correct and you'll be signing the final contract, correct?

Thanks!

Kate White
Supply Chain Specialist III

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
Cell: (480) 521-3312
Kate.white@kiewit.com

Sherman
BROAD HORIZONS | WWTP CMAR

From: Button, Susan - Xylem <Susan.Button@xylem.com>
Sent: Wednesday, January 17, 2024 10:56 AM
To: Kate.White <Kate.White@kiewit.com>; Stone, Tucker - Xylem <Tucker.Stone@xylem.com>
Cc: Pastors, Francis - Xylem <Francis.Pastors@xylem.com>
Subject: RE: [External]RE: City of Sherman - MC Section 9 Discussion

Perfect. Saw that in attachment, just wanted to make sure.

Thanks again Kate.

Regards,

Susan M. Button
Xylem
Senior Manager, Contracts Management, Americas
Legal Department

M: +1 508 207 0966

xylem
Let's Solve Water

From: Kate.White <Kate.White@kiewit.com>
Sent: Wednesday, January 17, 2024 12:53 PM
To: Button, Susan - Xylem <Susan.Button@xylem.com>; Stone, Tucker - Xylem <Tucker.Stone@xylem.com>
Cc: Pastors, Francis - Xylem <Francis.Pastors@xylem.com>
Subject: RE: [External]RE: City of Sherman - MC Section 9 Discussion

Susan,

Great. Thank you.

I believe we were in agreement on the following:

SECTION 9. INDEMNIFICATION

a) Seller specifically obligates itself to the Indemnitees as follows:

(i) Seller shall defend and indemnify the Indemnitees against and save them harmless from any and all claims, suits, liability or expense (including reasonable attorneys fees ~~from but not limited to attorneys, engineers, architects, and other professionals~~ as well as all court or arbitration or other dispute resolution costs) arising from any actual or alleged infringement of any patent or patent right, copyright, trademark or other intellectual property right, arising in connection with Seller's performance of this Agreement.

(ii) Seller shall defend and indemnify the Indemnitees against and save them harmless from any and all claims, suits, liability or expense (including reasonable attorneys ~~fees from but not limited to attorneys, engineers, architects, and other professionals~~ as well as all court or arbitration or other dispute resolution costs) for damage to third party property and injuries to persons, including death, to the extent arising from Seller's performance of this Agreement, unless caused by the sole negligence of the Indemnitees.

(iii) To the extent Contractor is not in breach of this Agreement, Seller shall defend and indemnify the Indemnitees against and save them harmless from any and all claims for payment, liens, security interests, levies, garnishments or encumbrances filed or made by Seller's subcontractors or suppliers related to the Work, including all expenses and reasonable attorneys' fees any Indemnitee incurs in the discharge or defense against such claims.

From: Button, Susan - Xylem <Susan.Button@xylem.com>
Sent: Wednesday, January 17, 2024 10:27 AM
To: Kate.White <Kate.White@kiewit.com>; Stone, Tucker - Xylem <Tucker.Stone@xylem.com>
Cc: Pastors, Francis - Xylem <Francis.Pastors@xylem.com>
Subject: [External]RE: City of Sherman - MC Section 9 Discussion

Thanks Kate, below is acceptable. Where did we land with 9 a)(iii)?

Regards,

Susan M. Button
Xylem
Senior Manager, Contracts Management, Americas
Legal Department

M: +1 508 207 0966

xylem
Let's Solve Water

From: Kate.White <Kate.White@kiewit.com>
Sent: Wednesday, January 17, 2024 11:55 AM

To: Button, Susan - Xylem <Susan.Button@xylem.com>; Stone, Tucker - Xylem <Tucker.Stone@xylem.com>
Cc: Pastors, Francis - Xylem <Francis.Pastors@xylem.com>
Subject: RE: City of Sherman - MC Section 9 Discussion

Hi All,

Thank you again for your time yesterday. Please see attached with the proposed revision to Section 9(c):

c) Despite Sections 9(a)(i) through 9(a)(vii), Contractor shall have the right to be represented in such defense by counsel of its own choice at its own expense, and such election shall not in any way limit Seller's obligations under this Agreement. If Seller fails to perform any of its obligations set forth in this Section 9 (or other sections of this Agreement where Seller has defense, indemnity and hold harmless obligations), including the diligent defense of any suit or proceeding, Contractor may, in its reasonable discretion, do the following: (i) assume the defense of such suit or proceeding; and/or (ii) settle the claim forming the basis of the suit or proceeding, without Seller's consent. Contractor shall provide written notice to Seller of its election to assume the defense of such suit or proceeding and/or settle any such claim forming the basis of the suit or proceeding. Contractor's election to assume the defense of suit or proceeding and/or settle any such claim is without prejudice to Seller's right to the representation and/or defense of itself from other third party claims., ~~but after giving Seller prior, written notice.~~ If Contractor acts under (i) and/or (ii), Seller shall not be relieved of its obligation under this Section 9, and as such, Seller shall reimburse Contractor ~~the damages,~~ for it's costs and expenses that Contractor incurs related to such suit of proceeding, including any settlement amount, award of the court, court costs and reasonable attorneys' fees.

@Tucker.Stone@xylem.com,
Michael Odrowski followed up with Ruby Diaz again yesterday for the information you need on the sludge storage tank adder.

Pending these two items above I believe we're ready for execution.

Thanks,

Kate White
Supply Chain Specialist III

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
Cell: (480) 521-3312
Kate.white@kiewit.com

Sherman
BROAD HORIZONS | WWTP CMAR

-----Original Appointment-----
From: Kate.White <Kate.White@kiewit.com>
Sent: Monday, January 15, 2024 9:49 AM
To: Susan.Button@xylem.com; Darrington.Parrish
Cc: Francis.Pastors@xylem.com; Tucker.Stone@xylem.com; Bryan.Weemes@xylem.com
Subject: City of Sherman - MC Section 9 Discussion
When: Tuesday, January 16, 2024 11:00 AM-12:00 PM (UTC-07:00) Mountain Time (US & Canada).
Where:

Microsoft Teams meeting

Join on your computer, mobile app or room device
Click here to join the meeting

Meeting ID: 283 565 444 493
Passcode: chqGZq
Download Teams | Join on the web

Or call in (audio only)

+1 402-979-7582,,600337654# United States, Omaha

Phone Conference ID: 600 337 654#
Find a local number | Reset PIN

Learn More | Meeting options

Charles.Wampler

From: Kate.White
Sent: Monday, February 5, 2024 10:37 AM
To: Charles.Wampler; Michael.Odrowski
Cc: Andrew.Lattof
Subject: FW: [External]RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS - REVISED Quote - RAS Mixers
Attachments: 2023-DAL-0577,A3,V1 (Sherman S. WWTP - MBR Equipment Package 4) 2.5.24.pdf

FYI – total is $19,880.30.

From: Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>
Sent: Monday, February 5, 2024 9:16 AM
To: Kate.White <Kate.White@kiewit.com>
Subject: RE: [External]RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS - REVISED Quote - RAS Mixers

Hi Kate,

Please see attached revised quotation.

Please disregard quote # 2023-DAL-0577 Alternate 2, Version 1.

I received your voice-mail this morning and you're correct-- the variance was in the additional freight charge for the change-order (2 x RAS Mixers/Accessories).

Thanks,

Bryan Weemes
Engineered & Aftermarket Sales
214-952-9301 | Mobile
bryan.weemes@xylem.com

From: Kate.White <Kate.White@kiewit.com>
Sent: Friday, February 2, 2024 5:12 PM
To: Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>
Subject: RE: [External]RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS - REVISED Quote - RAS Mixers

Hi Bryan,

Sorry I got wrapped up on another call this afternoon and didn't get the chance to call you back. I'll try you first thing on Monday.

Mixers in the contract are currently $255,599.70 and with the additions below were at $273,683.70. However, the quote sheet says $270,547.00 so I'm lost on the discrepancy there. Maybe it was a discount for freight or startup? But we're off by $3,136.70.

Anyways I'll call you on Monday and we'll get it figured out. Have a nice weekend!

Thanks,

Kate White
Supply Chain Specialist III

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
Cell: (480) 521-3312
Kate.white@kiewit.com

BROAD HORIZONS | WWTP CMAR

From: Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>
Sent: Wednesday, January 31, 2024 3:43 PM
To: Kate.White <Kate.White@kiewit.com>
Cc: Michael.Odrowski <Michael.Odrowski@kiewit.com>; Andrew.Lattof <Andrew.Lattof@kiewit.com>; Charles.Wampler <Charles.Wampler@kiewit.com>; Stone, Tucker - Xylem <Tucker.Stone@xylem.com>; Pastors, Francis - Xylem <Francis.Pastors@xylem.com>; Ruddy, Heidi - Xylem <Heidi.Ruddy@xylem.com>; Collins, Andrew - Xylem <andrew.collins@xylem.com>
Subject: RE: [External]RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS - REVISED Quote - RAS Mixers

Hi Kate,

Please see attached revised quotation as requested.

The (2) additional mixers & related accessories are highlighted in red.

MIXERS (SEC. 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED) (RAS)		$10,248
Qty	Description	
2	Flygt Model SR-4630 Submersible Mixer, Stainless steel (ASTM 316L), equipped with a 460 Volt / 3 phase / 60 Hz 2.5 HP 855 RPM motor, Prop 5°, 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, C/W FLS leakage detector	

MIXERs ACCESSORIES (SEC. 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED) (RAS)		$ 7,836
Qty	Description	
2	SOCKET, PLATFORM ASSEMBLY	
2	KIT, SYSTEM IV-2" FLOOR MOUNT+ 20'CABLE, ONE SUPPORT	
20	GUIDE RAILS, 2"x2" 3/16" SS	
2	MINI-CASII/FUS 120/24VAC,24VDC	
2	SOCKET,11-PIN BACK MOUNTING	

P.S. Dakota Gooden(sp) called me last week inquiring about this quote. I do not have his email address… please keep him in the loop as needed. Thanks!

Thanks,

Bryan Weemes
Engineered & Aftermarket Sales
214-952-9301 | Mobile
bryan.weemes@xylem.com

FLYGT
a xylem brand

From: Kate.White <Kate.White@kiewit.com>
Sent: Friday, January 26, 2024 8:59 AM
To: Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>
Cc: Michael.Odrowski <Michael.Odrowski@kiewit.com>; Andrew.Lattof <Andrew.Lattof@kiewit.com>; Charles.Wampler <Charles.Wampler@kiewit.com>
Subject: RE: [External]RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS

Thank you, Bryan!

Kate White
Supply Chain Specialist III

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
Cell: (480) 521-3312
Kate.white@kiewit.com

From: Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>
Sent: Friday, January 26, 2024 6:45 AM
To: Kate.White <Kate.White@kiewit.com>
Cc: Michael.Odrowski <Michael.Odrowski@kiewit.com>; Andrew.Lattof <Andrew.Lattof@kiewit.com>
Subject: RE: [External]RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS

Hi Kate,

I believe we have what's needed.

I will get this out to you first of next week.

Have a great weekend!

Thanks,

Bryan Weemes

Engineered & Aftermarket Sales
214-952-9301 | Mobile
bryan.weemes@xylem.com

From: Kate.White <Kate.White@kiewit.com>
Sent: Thursday, January 25, 2024 5:14 PM
To: Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>
Cc: Michael.Odrowski <Michael.Odrowski@kiewit.com>; Andrew.Lattof <Andrew.Lattof@kiewit.com>
Subject: RE: [External]RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS

Hi Bryan,

See attached. Is there anything else you need to provide a price for this change?

Thanks,

Kate White
Supply Chain Specialist III

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
Cell: (480) 521-3312
Kate.white@kiewit.com

From: Michael.Odrowski <Michael.Odrowski@kiewit.com>
Sent: Thursday, January 25, 2024 1:38 PM
To: Kate.White <Kate.White@kiewit.com>
Subject: FW: [External]RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS

MICHAEL ODROWSKI, PE, PMP
Engineering Project Manager

KIEWIT ENGINEERING GROUP INC.
8900 Renner Blvd, Lenexa, KS 66219
Mailstop: K4.4.A.405
913-689-1627 direct
www.kiewit.com

From: Palacios, Patrick - Xylem <Patrick.Palacios@xylem.com>
Sent: Friday, January 5, 2024 10:25 AM
To: Geile, Quentin <qgeile@plummer.com>; Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>
Cc: Michael.Odrowski <Michael.Odrowski@kiewit.com>; Andrew.Lattof <Andrew.Lattof@kiewit.com>; katie.white@kiewit.com; Bob Russell <brussell@Hartwellenv.com>
Subject: [External]RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS

Constant speed mixer option attached. You will need two (2) duty mixers due to the length of the tank and our concept of creating bulk flow in the tank.

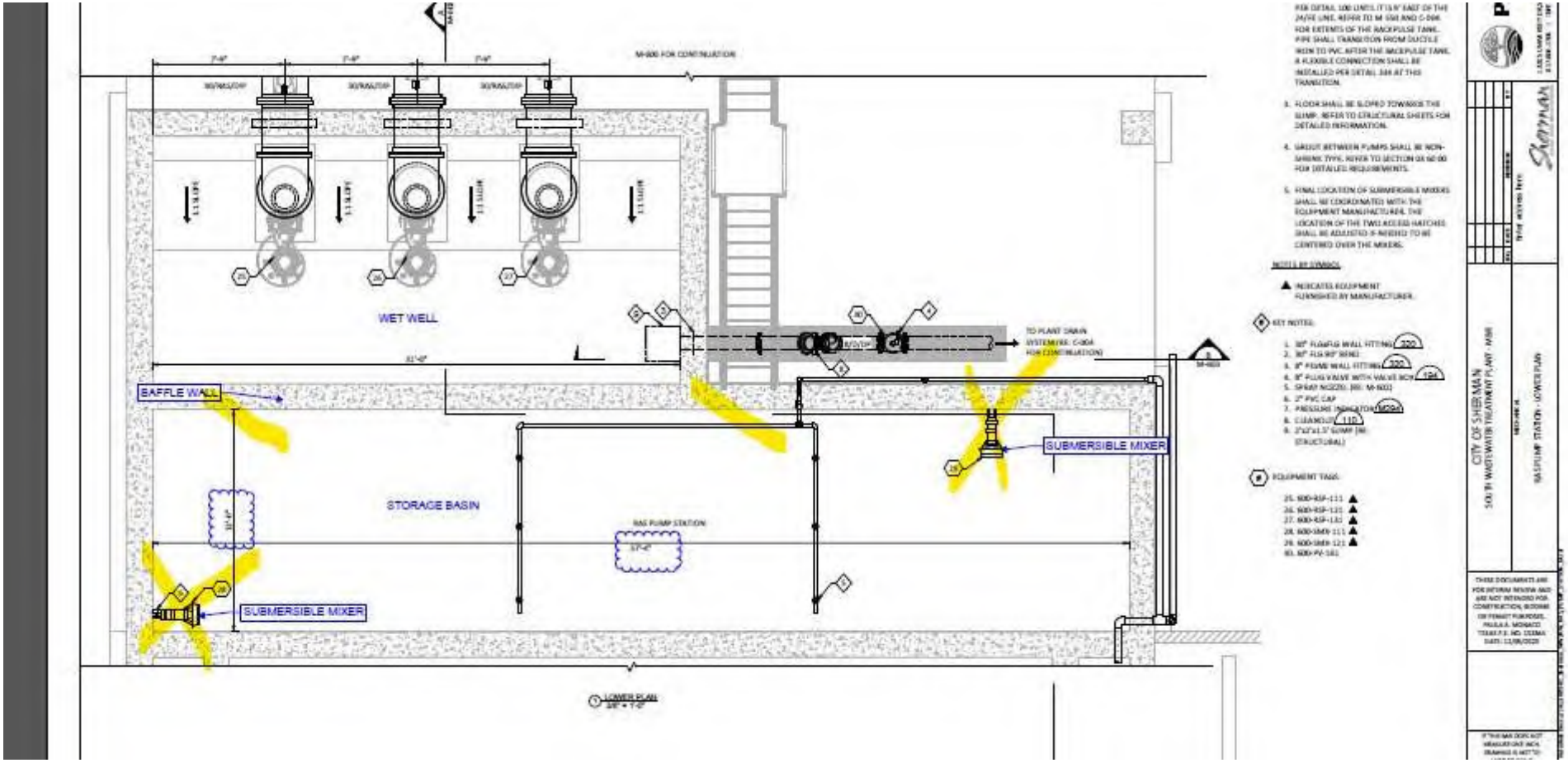
Per our positioning principles for long tanks, we recommend lining up both mixers along one wall as shown below.

We like to put a mixer in the corner, and the next mixer along the same wall at the midpoint. Place them 15 degree off the wall and have the elevation be about 2* propellers from the floor to center.

This has proven to be the best in 'narrow' long tanks via CFD's that we have seen.

The *exact* location can be tweaked later, depending on how you plan to access the mixers, and where you plan to install the control panel.

The mixers will be mounted on a 2” x 2” mast for retrieval. I would recommend a davit crane located at the top to lower/raise the mixer. Or at least a permanent pedestal anchored to the concrete on top to where you can use a portable davit crane so you don’t have to purchase 2 permanent cranes. Your call.



Bryan can provide pricing.

How are we doing?

PATRICK X. PALACIOS, P.E.
Applications Engineer
972-512-3611 (direct)
469-712-1011 (cell)
2310 McDaniel Drive
Carrollton, TX 75006
patrick.palacios@xylem.com
LEAVE FEEDBACK

From: Geile, Quentin <ggeile@plummer.com>
Sent: Thursday, January 4, 2024 4:46 PM
To: Palacios, Patrick - Xylem <Patrick.Palacios@xylem.com>; Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>
Cc: Michael.Odrowski <Michael.Odrowski@kiewit.com>; andrew.lattof@kiewit.com; katie.white@kiewit.com
Subject: RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS

Patrick,

The “Screen <= 1/4 inch” option fits our process. Your statement is correct about how the screening works.

Thanks,

Quentin Geile, P.E.*
Project Engineer
Plummer

P: 214.631.6100
D: 972.996.5720
C: 720.633.5705
www.plummer.com

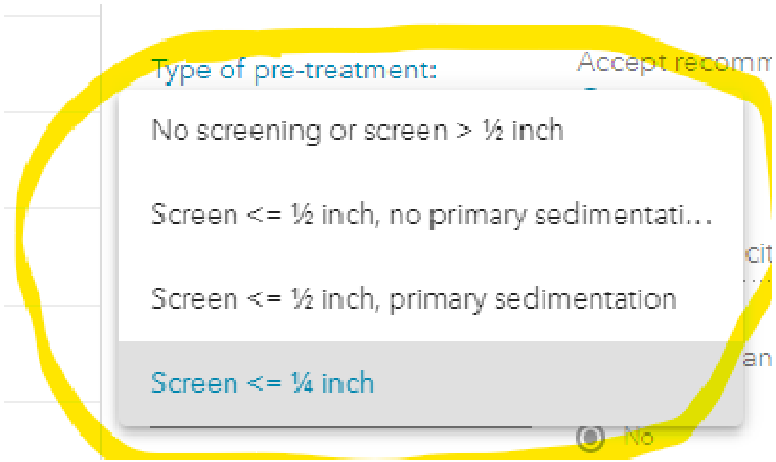
***PE Licenses: TX, CO**

From: Palacios, Patrick - Xylem <Patrick.Palacios@xylem.com>
Sent: Thursday, January 4, 2024 4:33 PM
To: Geile, Quentin <ggeile@plummer.com>; Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>
Cc: Michael.Odrowski <Michael.Odrowski@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>
Subject: RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS

So the flow *entering* the RAS storage basin will have gone through 1/4" (6mm) coarse screens and 1mm fine screens? All *upstream* of entering the RAS storage basin?

I don’t see this secondary treatment unit on the plans.

Which option below best represents what you have upstream of the RAS storage basin, if applicable?



xylem
Let's Solve Water
How are we doing?

PATRICK X. PALACIOS, P.E.
Applications Engineer
972-512-3611 (direct)
469-712-1011 (cell)
2310 McDaniel Drive
Carrollton, TX 75006
patrick.palacios@xylem.com
LEAVE FEEDBACK

From: Geile, Quentin <ggeile@plummer.com>
Sent: Thursday, January 4, 2024 4:12 PM
To: Palacios, Patrick - Xylem <Patrick.Palacios@xylem.com>; Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>
Cc: Michael.Odrowski <Michael.Odrowski@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>
Subject: RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS

Patrick,

Here are answers to your questions:

1. There will be 1/4" (6mm) coarse screens and 1mm fine screens before the secondary treatment unit.
    a. The secondary treatment unit, MBR basins, and RAS pump station are currently covered.
    b. The RAS will NOT be rescreened.
2. We would like constant speed mixers.
3. Flow path is still the same as the sketch below.
4. No jet ring for this please.

Let me know if you need anything else.

Thanks,

Quentin Geile, P.E.*
Project Engineer
Plummer

P: 214.631.6100
D: 972.996.5720
C: 720.633.5705
www.plummer.com

***PE Licenses: TX, CO**

From: Palacios, Patrick - Xylem <Patrick.Palacios@xylem.com>
Sent: Thursday, January 4, 2024 4:07 PM
To: Geile, Quentin <qgeile@plummer.com>; Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>
Cc: Michael.Odrowski <Michael.Odrowski@kiewit.com>
Subject: RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS

Also going with no jet ring as it was not checked off (assuming there will be solids in this waste stream which could get caught on the jet ring).

PATRICK X. PALACIOS, P.E.
Applications Engineer
972-512-3611 (direct)
469-712-1011 (cell)
2310 McDaniel Drive
Carrollton, TX 75006
patrick.palacios@xylem.com
LEAVE FEEDBACK

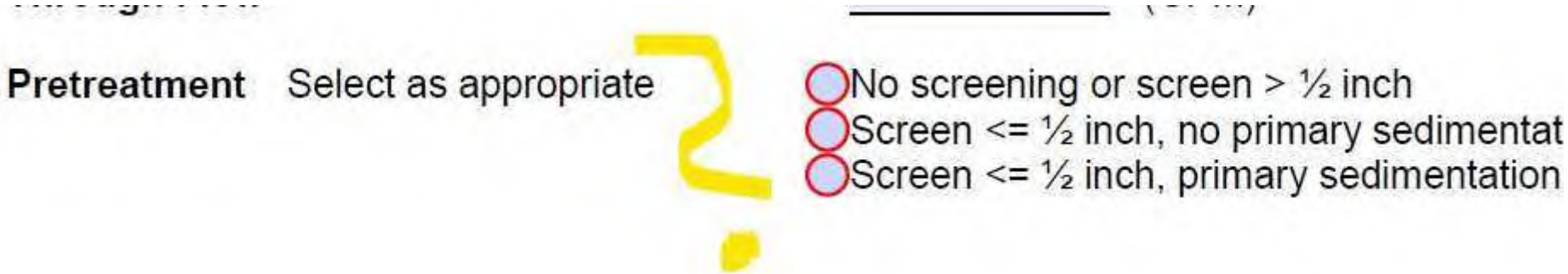
How are we doing?

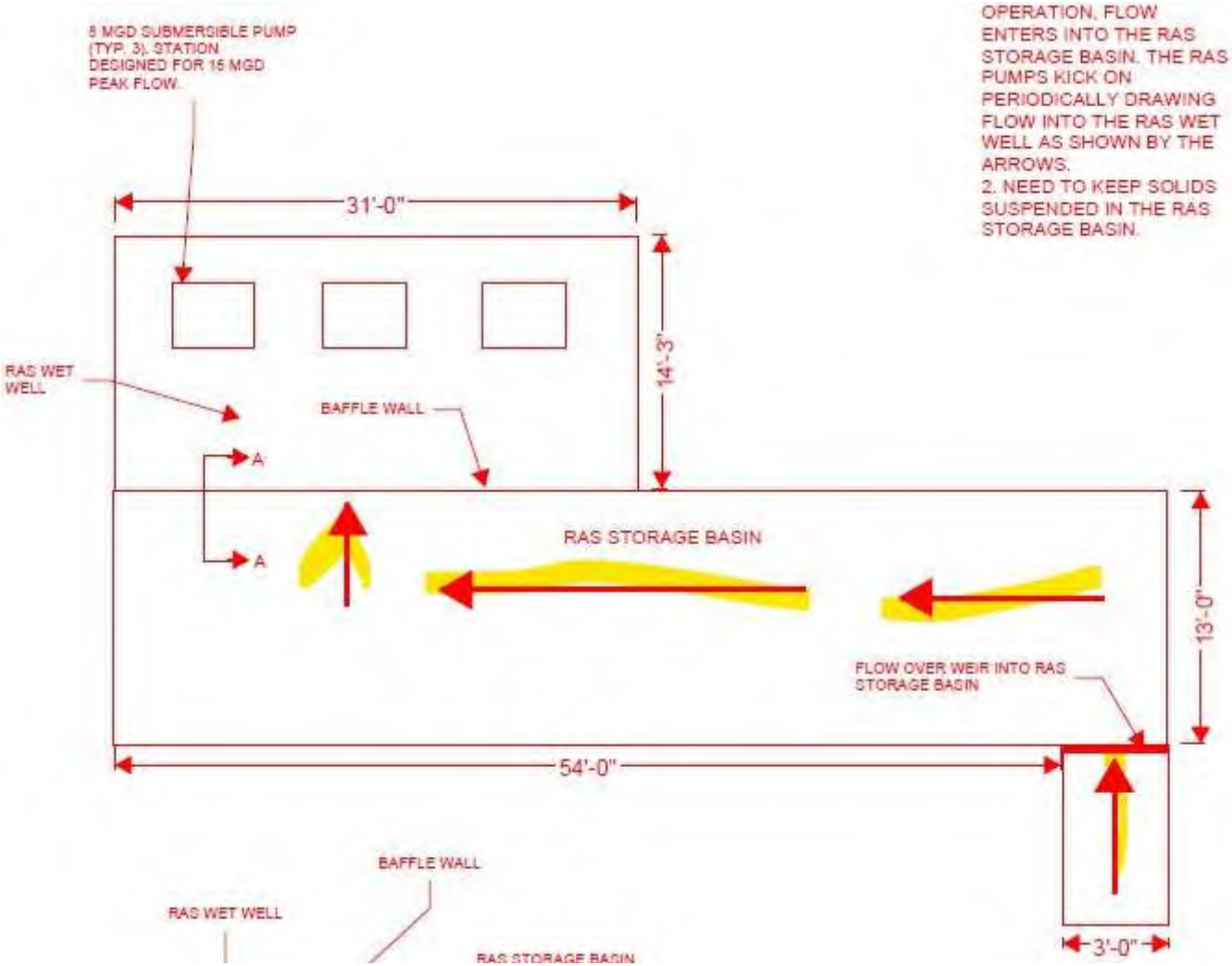
From: Palacios, Patrick - Xylem
Sent: Thursday, January 4, 2024 4:03 PM
To: Geile, Quentin <qgeile@plummer.com>; Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>
Cc: Michael.Odrowski <Michael.Odrowski@kiewit.com>
Subject: RE: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS

Need to know if there is any screening up front (per the questionnaire). That could affect mixer sixing.

Assuming you want compact constant speed mixers? Or adaptive mixers (VFD component in motor to change speed)?

Also – is the incoming flow direction across the tank the same as the sketch provided back then?





xylem
Let's Solve Water

How are we doing?

PATRICK X. PALACIOS, P.E.
Applications Engineer
972-512-3611 (direct)
469-712-1011 (cell)
2310 McDaniel Drive
Carrollton, TX 75006
patrick.palacios@xylem.com

LEAVE FEEDBACK

From: Geile, Quentin <ggeile@plummer.com>
Sent: Thursday, January 4, 2024 7:48 AM
To: Palacios, Patrick - Xylem <Patrick.Palacios@xylem.com>; Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>
Cc: Michael.Odrowski <Michael.Odrowski@kiewit.com>
Subject: City of Sherman, TX South WWTP MBR - Submersible Mixers RAS PS

Bryan and Patrick,

I am reaching out regarding the Sherman South WWTP MBR project, where Xylem submitted a bid on Equipment Package 4 for the submersible mixers (Bid Item #13). These mixers were for the Biological Reactor Basins (BRBs).

I wanted to see the potential in adding mixers for the RAS Pump Station to Xylem's scope. For this project, we will have a larger storage basin south of the wet well where the pumps are. The storage basin and wet well are hydraulically connected and separated by a baffle wall that extends down to 2ft above the finished floor. We would like to add mixers meeting the same requirements you all submitted for the BRBs in the storage basin to keep the solids suspended. I did reach out about this originally on 11/2/2023 with a filled out questionnaire (I've attached the questionnaire and email for reference). The attached questionnaire is updated with the latest design information.

I've attached the relevant drawings showing the RAS Pump Station and thoughts on where the mixers should be located. Please note on the east side, we will have bridge crane supports on top of the basin, so we cannot put a mixer along the east wall as the plant staff wouldn't be able to access it. This is why the east mixer is shown away from the wall, and this is as close as we can get the access hatch to the wall with the bridge crane supports.

Please let me know your thoughts on this and any additional information that is needed as soon as you are able. I would like to get the proposed number of mixers, preferred locations, a cut sheet, and the preferred access hatch size. I've copied Mike Odrowski with Kiewit (the CMAR for this project).

Thank you,
Quentin

PLUMMER

Quentin Geile, P.E.*
Project Engineer

14755 Preston Road, Suite 420
Dallas, Texas 75254
P: 214.631.6100
D: 972.996.5720
C: 720.633.5705

qgeile@plummer.com
www.plummer.com

***PE Licenses: TX, CO**

SECTION 00 31 00-PS
BID PROPOSAL FORM

Project Name: South Wastewater Treatment Plant – MBR Project (SWWTP-MBR) Equipment Preselection Package 4

ARTICLE 1 - BID RECIPIENT

1.1 This Bid is submitted to:

City of Sherman
Attn: Tom Pruitt, P.E., Utilities Engineer
City of Sherman City Hall
220 W. Mulberry St.
Sherman, Texas 75090

ARTICLE 2 - BIDDER'S ACKNOWLEDGEMENTS

2.1 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the selected Construction Manager at Risk (CMAR) to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.2 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

2.3 Bidder accepts provisions of the Preselection Special Conditions as to liquidated damages in the event of failure to complete Work in accordance with the schedule set forth in the Agreement.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

3.1 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
1	October 26, 2023
2	October 30, 2023

B. Bidder has visited the Site and/or become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and the furnishings of Goods and Special Services.

D. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

E. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

F. Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.

H. Bidder has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

ARTICLE 4 - FURTHER REPRESENTATIONS

4.1 Bidder further represents that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 - BASIS OF BID

5.1 Bidder will complete the Work in accordance with the Contract Documents for the prices shown in the attached Bid Schedule.

5.2 Bidder agrees that that this Bid Proposal and Price shall be valid for purchase orders placed by December 2023. If a purchase order is not placed for the system by this date, the Bidder agrees that the Price may be scaled based on the Engineering News Record 20-city Average Construction Cost Index (20-City ENR CCI). The base 20-City ENR CCI shall be the October 2023 Index value. The Revised Price shall be calculated as follows:

$$\text{Revised Price} = \text{Price} \times \frac{\text{(20-City ENR CCI for Month of Purchase Order Issuance)}}{\text{(October 2023 Index value)}}$$

ARTICLE 6 - TIME OF COMPLETION

6.1 Bidder agrees that the Equipment and Services to be furnished will be provided complete on or before the dates or within the number of calendar days indicated in the Preselection Special Conditions.

ARTICLE 7 - DEFINED TERMS

7.1 The terms used in this Bid have the meanings indicated in the General Conditions and the Preselection Special Conditions. The significance of terms with initial capital letters is described in the General Conditions.

BID FORM

(EACH BID PACKAGE TO BE SUBMITTED IN A SEPARATE, SEALED ENVELOPE)

DATE: 11/07/2023

PROJECT NAME: South Wastewater Treatment Plant – MBR (SWWTP-MBR) Preselection Equipment Package 4

This Bid submitted by: Bryan Weemes

Company Name: Xylem Water Solutions USA, Inc. (Seal)
(typed or printed)

State of Incorporation: Delaware Date of Qualification to do business in TX: 2011

By: Richard Pangrazzi
(signature - attach evidence of authority to sign)

Name: Richard Pangrazzi
(typed or printed)

Title: Vice President

(CORPORATE SEAL)

Attest: Todd Crafford Regional Sales Manager
(signature of Corporate Secretary)

Federal Tax ID or Social Security No. 45-2080074

Contact for receipt of official communications:

Name: Bryan Weemes

Business Address: 2310 McDaniel Dr, Carrollton, TX 75006

Phone: 214-952-9301 Facsimile:

E-mail: bryan.weemes@xylem.com

Bid Submitted on: 11/07/2023

State Contractor License No.: Not Applicable (If applicable)

Section 41 12 00: Screw Conveyor

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
1	For all Work defined in the Bidding Documents to supply complete Screw Conveyor (Section 41 12 00).	LUMP SUM	1	$ No Bid

Contractor's expected delivery date: April 2024

BW Bidder's Initials

~~Section 43 11 38: High Efficiency Blower Systems~~

~~BID PACKAGE~~	~~DESCRIPTION~~	~~UNIT~~	~~QUANTITY~~	~~PROPOSAL AMOUNT~~
~~2~~	~~For all Work defined in the Bidding Documents to supply complete High Efficiency Blower Systems (Section 43 11 38).~~	~~LUMP SUM~~	~~1~~	~~$_____~~

1

~~Contractor's expected delivery date: May 2024~~

_____ ~~Bidder's Initials~~

Section 43 12 19.01: Aeration Blowers, Rotary Screw Positive Displacement

and

Section 43 12 19.02: Sludge Storage Blowers, Rotary Screw Positive Displacement

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
3	For all Work defined in the Bidding Documents to supply complete Aeration Blowers, Rotary Screw Positive Displacement (Section 43 12 19.01).	LUMP SUM	1	$ No Bid
4	For all Work defined in the Bidding Documents to supply complete Sludge Storage Blowers, Rotary Screw Positive Displacement (Section 43 12 19.02).	LUMP SUM	1	$ No Bid

Contractor's expected delivery date: August 2024

BW Bidder's Initials

Section 43 21 21.75: Recessed Impeller Pumps

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
5	For all Work defined in the Bidding Documents to supply complete **Recessed Impeller Pumps (Section 43 21 21.75).**	LUMP SUM	1	$ No Bid

Contractor's expected delivery date: March 2024

BW Bidder's Initials

Section 43 25 13.30: ~~Horizontal Axial Flow Centrifugal Pumps~~ Submersible Large Capacity Centrifugal Pumps

1

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
6	For all Work defined in the Bidding Documents to supply complete ~~Horizontal Axial Flow Centrifugal~~ Submersible Large Capacity Centrifugal Pumps (Section 43 25 13.30).	LUMP SUM	1	$ 639,981.75

Contractor's expected delivery date: August 2024

BW Bidder's Initials

Section 43 23 15-PS: Pumps, Heavy Duty Rotary Lobe

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
7	For all Work defined in the Bidding Documents to supply complete **Pumps, Heavy Duty Rotary Lobe** (Section **43 23 15-PS**).	LUMP SUM	1	$ No Bid

Contractor's expected delivery date: June 2024

BW Bidder's Initials

Section 43 41 45: Fiberglass Reinforced Plastic Tanks

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
8	For all Work defined in the Bidding Documents to supply complete Fiberglass Reinforced Plastic Tanks **(Section 43 41 45).**	LUMP SUM	1	$ No Bid

Contractor's expected delivery date: July 2024

BW Bidder's Initials

Section 43 41 65: Wire-Wound Prestressed Concrete Tanks

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
9	For all Work defined in the Bidding Documents to supply complete Wire-Wound Prestressed Concrete Tanks (Section 43 41 65).	LUMP SUM	1	$ No Bid

Contractor's expected delivery date: April 2024

BW Bidder's Initials

Section 46 21 53: Cylindrical Perforated Plate Screens

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
10	For all Work defined in the Bidding Documents to supply complete Cylindrical Perforated Plate Screens (Section 46 21 53).	LUMP SUM	1	$ No Bid

Contractor's expected delivery date: April 2024

BW Bidder's Initials

Section 46 23 23: Vortex Grit Removal System and Classifier

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
11	For all Work defined in the Bidding Documents to supply complete Vortex Grit Removal System and Classifier (Section 46 23 23).	LUMP SUM	1	$ No Bid

Contractor's expected delivery date: March 2024

BW Bidder's Initials

Section 46 33 44: Peristaltic Metering Pumps

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
12	For all Work defined in the Bidding Documents to supply complete Peristaltic Metering Pumps (Section 46 33 44).	LUMP SUM	1	$ No Bid

Contractor's expected delivery date: May 2024

BW Bidder's Initials

Section 46 41 25: Submersible Mixers, High Speed

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
13	For all Work defined in the Bidding Documents to supply complete Submersible Mixers, High Speed (Section 46 41 25).	LUMP SUM	1	$ 255,599.7

Contractor's expected delivery date: June 2024

BW Bidder's Initials

Section 46 51 33: Flexible Membrane Disc Diffusers

1

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
14	For all Work defined in the Bidding Documents to supply complete Flexible Membrane Disc Diffusers (Section 46 51 33).	LUMP SUM	1	$ No Bid

Contractor's expected delivery date: June 2024

BW Bidder's Initials

Section 46 51 47: Fine Bubble Diffused Aeration System – Disk

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
~~14~~ 15	For all Work defined in the Bidding Documents to supply complete Fine Bubble Diffused Aeration System – Disk (Section 46 51 47).	LUMP SUM	1	$ No Bid

Contractor's expected delivery date: April 2024

BW Bidder's Initials

Section 46 51 99: Equalization Tank Large Bubble Mixing System

1

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
16	For all Work defined in the Bidding Documents to supply complete Equalization Tank Large Bubble Mixing System (Section 46 51 99).	LUMP SUM	1	$ No Bid

Contractor's expected delivery date: April 2024

BW Bidder's Initials

END OF SECTION

XYLEM WATER SOLUTIONS U.S.A., INC.

*****

UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS

WHEREAS, the undersigned, constituting all of the members of the Board of Directors of Xylem Water Solutions U.S.A., Inc., a Delaware corporation formed pursuant to the laws of the State of Delaware (the "Corporation"), do hereby consent, pursuant to Section 141(f) of the General Corporation Law of the State of Delaware, to the adoption of the resolutions set forth below, with the same effect as if said actions were taken by unanimous approving vote at a meeting at which all of the directors were present in person:

RESOLVED: That the lawful actions taken by the current and former officers of the Corporation, in the name of and on behalf of the Corporation are hereby adopted, ratified, and approved.

RESOLVED FURTHER: That the following named persons are appointed as officers of the Corporation in the capacities indicated opposite their respective names, to serve as officers from this date forward until their resignation, removal, termination of employment with the Corporation or its affiliates, or death or until their successors are duly appointed.

Individuals	Office (s)
Michael J. McGann	President
Peter Bilelis	Vice President & Secretary
Justin Pifer	Vice President & Assistant Secretary
Matthew Fisher	Vice President & Treasurer
Chris Carapella	Vice President & Treasurer
David Alban	Vice President
Ken Albaugh	Vice President
Nitin Bhate	Vice President
Juan De la Maza	Vice President
Todd Huffman	Vice President
Matthew Latimo	Vice President
Chad Lawrence	Vice President
Joseph McCausland	Vice President
Adam McNeill	Vice President
Stewart Nix	Vice President
Richard Pangrazzi	Vice President
Sean Petraitis	Vice President
Randy Stewart	Vice President
Christine Valencia	Vice President

RESOLVED: That any previous appointments of officers for the Corporation are hereby revoked.

RESOLVED FURTHER: That this Unanimous Written Consent may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same document, and that the different directors of the Corporation need **not be signatories to the same counterpart.**

This Unanimous Written Consent of the Board of Directors is effective on October 1, 2023.

Peter Bilelis

Peter Bilelis

Matthew Fisher

Matthew Fisher

Michael J. McGann

CITY OF SHERMAN SOUTH WASTEWATER TREATMENT PLANT – MBR EQUIPMENT PACKAGE 4

11-7-23

EXCEPTIONS TO SPECIFICATIONS:

Section 43 25 13.30

BEARINGS

Xylem - Flygt takes exception - Flygt Pumps Bearing Min. Life 50,000

Section 26 -29 23 P-S

VARIABLE FREQUENCY DRIVES (VFDs)

Xylem - Flygt takes exception – VFD's extended and volatile lead-times; estimated @ 300-350 days

xylem

Xylem Water Solutions USA, Inc.

Flygt Products

2310 McDaniel Drive
Carrollton, TX 75006
Tel (972) 418-2400
Fax (972) 416-9570

November 7, 2023

ALL PROSPECTIVE BIDDERS

Quote # 2023-DAL-0577
Job Name: Sherman - South WWTP - MBR Equipment Package 4

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

PUMPS (SECTION 43 25 13.30 - SUBMERSIBLE LARGE CAPACITY CENTRIFUGAL PUMPS)

Qty	Description
8	Flygt Model NP-3153.095 10" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 15 HP 1150 RPM motor, 625 impeller, 1 x 50 Ft. length of SUBCAB 4G10+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve (0567), Explosion Proof (FM), Stainless Steel Impeller, Trimmed
8	TEST FAL 2.3 HYDRO 3140-3153+ COMPLETE PUMP FAL 15-900009
8	TEST FAL 2.2 3153 + DEFAULT PLOTTED FAL 15-900006
8	VOLUTE COATING - BELZONA PER SPEC

PUMPS (SECTION 43 25 13.30 - SUBMERSIBLE LARGE CAPACITY CENTRIFUGAL PUMPS) Price USD $ 185,886.40

VARIABLE FREQUENCY DRIVES (VFDS) - (SECTION - 26 29 23 P-S)

Qty	Description
1	MCC-480V 12HP VFDs IEEE519 - INCLUDES 6 VFD PER SPEC Installation Not Included (Exception)

VARIABLE FREQUENCY DRIVES (VFDS) - (SECTION - 26 29 23 P-S) Price USD $ 331,765.00

PUMP SAFETY RELAYS - (SECTION 43 25 13.30 - SUBMERSIBLE LARGE CAPACITY CENTRIFUGAL PUMPS)

Qty	Description
8	MINI-CASII/FUS 120/24VAC,24VDC
8	SOCKET,11-PIN BACK MOUNTING

PUMP SAFETY RELAYS - (SECTION 43 25 13.30 - SUBMERSIBLE LARGE CAPACITY CENTRIFUGAL PUMPS) Price USD $ 3,200.40

WET WELL ACCESSORIES (SECTION 43 25 13.30 - SUBMERSIBLE LARGE CAPACITY CENTRIFUGAL PUMPS)

Qty	Description
8	GRIP, CABLE SS 25-36MM
8	HOOK, SAFETY ASSEMBLY SS
8	HARDWARE, DISC CONN ASSY 304SS
8	KIT, HARDWARE 3/8IN SS (2X)

FLYGT
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Qty	Description
200	CHAIN 5/16" 316SS SWL2750#
8	KIT, CHAIN FITTING 316SS+ FLYGT SWL1250#
8	CONNECTION, DISCH 10X10" CI
320	TS3162 FEET 2"GUIDE RAIL 316SS
8	GUIDE BAR BRACKET< INTERMEDIATE CUSTOM
8	HOLDER, CABLE HEAVY DUTY 316SS
8	BRACKET, GUIDE BAR UPPER 2" 316
4	GRIP EYE UNIT
16	SLEEVE, NBR
32	BOLT, ANCHOR HD 3/4 X 12IN
1	ANCHOR BOLTS STRUCTURAL - ENGINEER DRAWING/STAMP

WET WELL ACCESSORIES (SECTION 43 25 13.30 - SUBMERSIBLE LARGE CAPACITY CENTRIFUGAL PUMPS) Price USD $ 63,571.60

SPARE PARTS - (SECTION 43 25 13.30 - SUBMERSIBLE LARGE CAPACITY CENTRIFUGAL PUMPS)

Qty	Description
8	KIT, REPAIR BASIC 3153
1	IMPELLER, STAINLESS STEEL CODE 625
1	RING, INSERT CI

SPARE PARTS - (SECTION 43 25 13.30 - SUBMERSIBLE LARGE CAPACITY CENTRIFUGAL PUMPS) Price USD $ 17,473.25

MIXERS (SECTION 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED)

Qty	Description
8	Flygt Model SR-4640 Submersible Mixer, Stainless steel (ASTM 316L), equipped with a 460 Volt / 3 phase / 60 Hz 4 HP 855 RPM motor, Prop 11" with Jet ring, 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, C/W FLS leakage detector
4	Flygt Model SR-4620 Submersible Mixer460 Volt / 3 phase / 60 Hz 2.3 HP 1685 RPM motor, Prop 15° with Jet ring, 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, C/W FLS leakage detector
4	Flygt Model SR-4640 Submersible Mixer, Stainless steel (ASTM 316L), equipped with a 460 Volt / 3 phase / 60 Hz 4 HP 855 RPM motor, Prop 9" with Jet ring, 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, C/W FLS leakage detector

MIXERS (SECTION 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED) Price USD $ 102,897.20

MIXERs ACCESSORIES - (SECTION 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED)

Qty	Description
8	HOIST, PORTABLE ASSEMBLY S.S.
16	SOCKET, PLATFORM ASSEMBLY
16	KIT, SYSTEM IV-2" FLOOR MOUNT+ 20'CABLE, ONE SUPPORT
380	GUIDE RAILS, 2"x2" 3/16" SS
16	MINI-CASII/FUS 120/24VAC,24VDC
16	SOCKET,11-PIN BACK MOUNTING

Qty	Description
	MIXERs ACCESSORIES - (SECTION 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED) Price USD $ 111,740.20

SPARE PARTS (SECTION 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED)

Qty	Description
2	KIT, REPAIR BASIC 4610/20.410+ NITRILE
2	**KIT, REPAIR BASIC 4630/40**

SPARE PARTS (SECTION 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED) Price USD $ 2,876.40

START UP/SERVICES/TRAINING - (SECTION 43 25 13.30 - SUBMERSIBLE LARGE CAPACITY CENTRIFUGAL PUMPS) & (SECTION 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED)

Qty	Description
10	**START UP,, FLYGT,, NO TAX 1-TP MODELS: 3000,7000,8000**

START UP/SERVICES/TRAINING - (SECTION 43 25 13.30 - SUBMERSIBLE LARGE CAPACITY CENTRIFUGAL PUMPS) & (SECTION 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED) Price USD $ 15,750.00

Total Price $ 835,160.45

Freight Charge $ 60,421.00

Total Price $ 895,581.45

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx **and incorporated herein by reference and made a part of the agreement** between the parties.

Purchase Orders:	**Please make purchase orders out to: Xylem Water Solutions USA, Inc.**
Freight Terms:	**3 DAP - Delivered At Place 08 – Jobsite (per Inco Terms 2020)** See Freight Payment (Delivery Terms) below.
Taxes:	State, local and other applicable taxes are not included in this quotation.
Back Charges:	**Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.**
Shortages:	Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.
Exclusions:	This Quote includes only the items listed as specified above.

xylem

Pricing is valid for 30 days and contingent upon final approval of submittals and release for fabrication by (within 90 days of bid date). This quotation is subject to change if any changes to the specifications and/or plans are made which alter the scope of supply.	
Terms of Payment:	**90% N60 after invoice date; 10% NTE 180 after initial invoice date, subject to credit approval. Xylem's payment shall not be dependent upon Purchaser being paid by any third-party unless Owner denies payment due to reasons solely** attributable to items related to the equipment being provided by FLYGT.
Terms of Delivery:	Prepaid. Equipment standard shipment **is DIRECT with "partial shipments** permissible".
Time of Delivery:	**Per Specifications.** VFDs: 300 – 350 days (Exception)
Start Up/Training:	**Included**
Plans/Specs:	CITY OF SHERMAN SOUTH WWTP - MBR EQUIPMENT PACKAGE 4
Addendum:	**The following Addendums have been reviewed #1, #2**
Schedule:	Submittals will be supplied Per Spec.
Warranty:	Per Specification
COVID 19:	**Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts** to minimize any delivery delay impacts.
Changes:	This Quotation is based on the current design criteria provided to Xylem Water Solutions USA, Inc. **Revisions may result in price changes.**
Terms/Conditions:	**The Xylem Water Solutions USA, Inc. North American Terms and Conditions of Sale apply to this offer.**

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

Bryan Weemes
Engineered & Aftermarket Sales - Flygt
Cell: 214-952-9301
bryan.weemes@xylem.com

FLYGT
a xylem brand

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx **and incorporated herein by reference and made a part of the agreement** between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #:	2023-DAL-0577
Customer Name:	ALL PROSPECTIVE BIDDERS
Job Name:	Sherman - South WWTP - MBR Equipment Package 4
Total Amount: (including freight)	**$ 895,581.45**

Signature: _____ Name: _____ (PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

_____ Phone: _____

_____ Email: _____

_____ Fax: _____

FLYGT
a xylem brand

Xylem Water Solutions USA, Inc.

Flygt Products

2310 McDaniel Drive
Carrollton, TX 75006
Tel (972) 418-2400
Fax (972) 416-9570

February 5, 2024

CMAR - KIEWIT

Quote # 2023-DAL-0577 **Alternate 3, Version 1**

Job Name: Sherman - South WWTP - MBR Equipment
Package 4 – REVISED (Added RAS Mixers/Accessories)

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

MIXERS (SEC. 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED) -	**$ 102,897**

Qty	Description
8	Flygt Model SR-4640 Submersible Mixer, Stainless steel (ASTM 316L), equipped with a 460 Volt / 3 phase / 60 Hz 4 HP 855 RPM motor, Prop 11° with Jet ring, 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, C/W FLS leakage detector
4	Flygt Model SR-4620 Submersible Mixer460 Volt / 3 phase / 60 Hz 2.3 HP 1685 RPM motor, Prop 15° with Jet ring, 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, C/W FLS leakage detector
4	Flygt Model SR-4640 Submersible Mixer, Stainless steel (ASTM 316L), equipped with a 460 Volt / 3 phase / 60 Hz 4 HP 855 RPM motor, Prop 9° with Jet ring, 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, C/W FLS leakage detector

MIXERs ACCESSORIES (SEC. 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED)	**$ 111,740**

Qty	Description
8	HOIST, PORTABLE ASSEMBLY S.S.
16	SOCKET, PLATFORM ASSEMBLY
16	KIT, SYSTEM IV-2" FLOOR MOUNT+ 20'CABLE, ONE SUPPORT
380	GUIDE RAILS, 2"x2" 3/16" SS
16	MINI-CASII/FUS 120/24VAC,24VDC
16	SOCKET,11-PIN BACK MOUNTING

MIXERS (SEC. 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED) (RAS)	**$10,248**

Qty	Description
2	Flygt Model SR-4630 Submersible Mixer, Stainless steel (ASTM 316L), equipped with a 460 Volt / 3 phase / 60 Hz 2.5 HP 855 RPM motor, Prop 5°, 50 Ft. length of SUBCAB 4G2,5+2x1,5 submersible cable, C/W FLS leakage detector

MIXERs ACCESSORIES (SEC. 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED) (RAS)	**$ 7,836**

Qty	Description
2	SOCKET, PLATFORM ASSEMBLY
2	KIT, SYSTEM IV-2" FLOOR MOUNT+ 20'CABLE, ONE SUPPORT
20	GUIDE RAILS, 2"x2" 3/16" SS
2	MINI-CASII/FUS 120/24VAC,24VDC
2	SOCKET,11-PIN BACK MOUNTING

xylem

SPARE PARTS (SECTION 46 41 25 - SUBMERSIBLE MIXERS: HIGH-SPEED)		$ 2,877
Qty	Description	
2	KIT, REPAIR BASIC 4610/20.410+ NITRILE	
2	KIT, REPAIR BASIC 4630/40	

START UP/SERVICES/TRAINING - (SECTION 46 41 25)		$ 15,750
Qty	Description	
7	START UP	

Total Price $ 251,348.00

Freight Charge $ 24,132.00

(USD)Total Price $ 275,480.00

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Freight Terms: 3 DAP - Delivered At Place 08 – Jobsite (per Inco Terms 2020)
See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Exclusions: This Quote includes only the items listed as specified above.
Pricing is valid for 30 days and contingent upon final approval of submittals and release for fabrication by (within 90 days of bid date). This quotation is subject to change if any changes to the specifications and/or plans are made which alter the scope of supply.

Terms of Payment: 90% N60 after invoice date; 10% NTE 180 after initial invoice date, subject to credit approval. Xylem's payment shall not be dependent upon Purchaser being paid by any third-party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Terms of Delivery: Prepaid. Equipment standard shipment is DIRECT with "partial shipments permissible".

Time of Delivery: Per Specifications

Start Up: Included – Per Specifications

Plans/Specification: CITY OF SHERMAN SOUTH WWTP - MBR EQUIPMENT PACKAGE 4

Addendum: The following Addendums have been reviewed; #1 & #2

Schedule: Submittals will be supplied per specifications.

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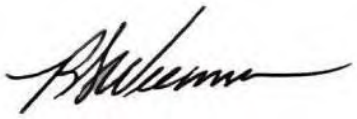
Warranty:	Per specifications
COVID 19:	Our current delivery lead-times are forecasted estimates only due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics. Xylem will, however, use all commercially reasonable efforts to minimize any delivery delay impacts.
Changes:	This Quotation is based on the current design criteria provided to Xylem Water Solutions USA, Inc. Revisions may result in price changes.
Terms/Conditions:	The Xylem Water Solutions USA, Inc. North American Terms and Conditions of Sale apply to this offer.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,



Bryan Weemes
Engineered & Aftermarket Sales - Flygt
Cell: 214-952-9301
bryan.weemes@xylem.com

Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #:	2023-DAL-0577 **Alternate 3, Version 1**
Customer Name:	ALL PROSPECTIVE BIDDERS
Job Name:	Sherman - South WWTP - MBR Equipment Package 4
Total Amount: (including freight)	$ **275,480.00**

Signature: _____ Name: _____
(PLEASE PRINT)

Company/Utility: _____ PO: _____

Address: _____ Date: _____

_____ Phone: _____

_____ Email: _____

_____ Fax: _____

FLYGT
a xylem brand

South WWTP – MBR Project

January 15, 2024

City of Sherman (COS)
220 W. Mulberry Street
Sherman, TX 75090

Attn: Alan Davis

Subject: Xylem Stainless Steel Dropleg and Cooling Loop Piping, Early Procurement Package 4 BP01-004, GMP C, Bid items 14 and 15.

Dear Mr. Davis,

CMAR is providing Written Notice in reference to General Conditions 10.05 B. Notice. CMAR received direction in the weekly Process Design Task Force Meeting to have Xylem provide additional scope of furnishing stainless steel droplegs and cooling loops to the biological aeration basin grids which was going to be covered in BP08-001 Process Mechanical package. This information was passed to the Vendor (46 51 47 Bid Item 15) and their current price of $143,000.00 does not include CMAR fee and contingency.

Xylem is currently working on a price to add additional scope for the same option on the Sludge Storage Tank (46 51 33 Bid Item 14) and are waiting on additional information before the final piping quantity can be determined. Once this information is received, a PCO will be submitted for all scope changes.

An addendum to BP08-001 Process Mechanical Package will be issued by the Engineer reflecting this change in scope as mentioned in the Process Mechanical Meeting held on January 11, see attached 2024 0111 Process Design Task Force Meeting Notes.

Sincerely,

Kiewit Water Facilities South Co.

Kory Kyllo, Project Manager
South WWTP - MBR

CC: GTUA Paul Sigle, Nichole Murphy

COS	Tom Pruitt, Clint Philpott, Wayne Lee
Engineer	Sherri van der Wege, David Gudal
Owner's Rep	Ron Mick, Hugh Brightwell, Toby Flinn
Kiewit	James Goyer, TJ Paul, Kory Kyllo, Colin Bunker, Vince Como, Charles Wampler, John Lavelle

Attachment: Agreement References
Urgent City of Sherman Project - Xylem Sanitaire Flygt Material Contracts - Bid Award
2024 0111 Process Design Task Force Meeting Notes

Agreement References

General Conditions 10.05 B. Notice:

Notice: Written notice stating the general nature of each Claim shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than ~~30~~ 07 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within ~~60~~ 30 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim).

Charles.Wampler

From: Charles.Wampler@kiewit.com
Subject: FW: [External]RE: **URGENT** City of Sherman Project - Xylem Sanitaire/Flygt Material Contracts - Bid Award

---

From: Stone, Tucker - Xylem <Tucker.Stone@xylem.com>
Sent: Tuesday, January 9, 2024 3:57 PM
To: Kate.White <kate.white@kiewit.com>
Cc: Button, Susan - Xylem <Susan.Button@xylem.com>; Weemes, Bryan - Xylem <Bryan.Weemes@xylem.com>; Pastors, Francis - Xylem <Francis.Pastors@xylem.com>
Subject: [External]RE: **URGENT** City of Sherman Project - Xylem Sanitaire/Flygt Material Contracts - Bid Award

> You don't often get email from tucker.stone@xylem.com. Learn why this is important

Hello Kate,

The adder price for adding stainless steel droplegs and cooling loops to the aeration grids is **$143,000**. The only changes that we're making to our submitted scope package is that we are now providing the stainless steel cooling loop and dropleg piping while also incorporating the piping layout into the overall layout of each grid.

Carollo has also asked us to provide an adder price for dropleg and cooling loop piping. I told them that I will be sending the adder price through Kiewit. Carollo mentioned that we would need to supply piping up to the water elevation of the aeration basins, or 3' below the walkway elevation. See attached email.

In order to pride an adder price for the same option with the Sludge Storage Tank, we will need more information to determine the length of cooling loop piping required. The parameters need are max wastewater temperature and max blower discharge temperature.

Please let us know if there are any questions.

Thanks,

Tucker Stone
Xylem Application Engineer – Sanitaire Products
247 W Freshwater Way, Suite 200
Milwaukee, WI 53204
O: +1.414.365.2374 M: +1.262.289.7598
Tucker.Stone@xylem.com

From: Pastors, Francis - Xylem <Francis.Pastors@xylem.com>
Sent: Monday, January 8, 2024 2:13 PM
To: kate.white@kiewit.com
Cc: Stone, Tucker - Xylem <Tucker.Stone@xylem.com>; Button, Susan - Xylem <Susan.Button@xylem.com>; Weemes,

Bryan - Xylem <Bryan.Weemes@xylem.com>
Subject: **URGENT** City of Sherman Project - Xylem Sanitaire/Flygt Material Contracts - Bid Award

Kate,

Happy New Year!

Thanks for the "DRAFT" contract, including both the Flygt & Sanitaire Products proposed on the Sherman, TX Project.

Bryan had mentioned that you are waiting on two items:

1. Mark-ups and comments to the "DRAFT" Contract: Attached is a copy of our proposal, which includes the proposed make-ups. Specifically reference pages 23-90 of the pdf. It also includes our general scope letter and clarifications.

2. Adder for SS drops/cooling piping in the Sanitire Proposal: We are currently looking at the layout and associated costing. We should have this for you in the next couple days.

Let us know if you have any questions or concerns.

Thanks,

Francis

Francis Pastors, PE
Xylem Territory Manager – Sanitaire Products
247 W. Freshwater Way, Suite 200
Milwaukee, WI 53204
francis.pastors@xylem.com
414-207-5465

2024.01.11 Process Design Task Force

Date:	1/11/2024
Time:	2:00 - 3:00 PM CST
Location:	MS Teams
Prepared by:	CMAR Odrowski

Sherman South WWTP

Process Design Task Force Meeting

ATTENDEES

ATTENDED	NAME	Role	Organization
Yes	Michael Odrowski	Engineering Manager	Kiewit
Yes	Nathan Whiddon		City of Sherman
	Megan Martin		Carollo
Yes	BK Zaveri		Mead & Hunt
	Colin Bunker		Kiewit
Yes	Sherri van der Wage		Plummer
Yes	Brenna Wagner		Carollo
Yes	Nathan Zaugg		Carollo
Yes	Freddy Mena		Mead & Hunt
	Darcy Sachs		Carollo
Yes	Paula Monaco		Plummer
Yes	Charlotte Smith		Mead & Hunt
Yes	Ron Mick		Pape-Dawson
Yes	Alan Davis		Plummer
Yes	Tom Pruitt		City of Sherman
	Clint Philpot		City of Sherman
	Paul Sigle		GTUA
	David Gudal		Plummer
	Nichole Murphy		GTUA
	Kory Kyllo		Kiewit
	Toby Flinn		Pape-Dawson
	Joe Castillo		Pape-Dawson
Yes	Quentin Geile		Plummer
Yes	Ruby Diaz		Carollo
Yes	Shannon Saramaa		Mead & Hunt
Yes	Amir Shokouhi		Pape-Dawson
	Hugh Brightwell		Pape-Dawson
Yes	Joe Schuler		Kiewit
	Jim Goyer		Kiewit
Yes	Chester Wilson		City of Sherman
	Chris Swonke		Mead & Hunt
Yes	Andrew Lattof		Kiewit

Yes	Thomas Young		Plummer
	Mark Perkins		Mead & Hunt
Yes	Russ Ferlita		Mead & Hunt
Yes	Charles Wampler		Kiewit
Yes	Tyler Bly		Kiewit
Yes	Jeff Rigdon		City of Sherman

Legend
Previous Meeting Notes
Current Meeting Notes
Action Items

1. **Safety**
   a. Safety Moment

2. **Design**
   a. Deliverables in Review
      1) **65% Drawings**
      2) **M Sheets Review, Walk Thru Highlighting Differences from Previous Bid Pkgs**
         i. **Bioreactor Aeration Basins**
            1) **Effluent Pipe, Ruby Dwg, email 1/11/2024**
            2) **Al M Odrowski will forward to Tyler Bly for review.**
         ii. **Influent Splitter Box**
         iii. **Bioreactor Blower Room**
         iv. **Membrane Blowers**
         v. **Carbon Storage Tanks**, piping connections now shown, addl detail from previous drawing version
         vi. **Diversion Structure**, one less gate and penetration, less cost
         vii. EQ Basin
         viii. **EQ Basin Flow Control Valve**, 10' dia MH instead of vault, less cost
         ix. **EQ Flow Meter**, 10' dia MH instead of vault, less cost
         x. **EQ Basin Mixing System**
         xi. **Effluent Filters**, less-steep stairs are needed for Aqua-Aerobics equipment, similar to stairs in structural drawings, Al Plummer to initiate stair revision.
         xii. **Relift Pump Station**, upcoming bid, new item
            1) Axial flow pumps
         xiii. RAS Discharge Piping
         xiv. **Influent Pump Station**
         xv. **IPS Electrical Structure**
         xvi. **PTU**
         xvii. **Blower Building**
         xviii. **Sludge Storage Tank**

   b. Deliverable Pkgs for Bidding
      1) **Preview Process Mechanical Pkg BP08-001**
         i. **Bid Opening Date 1/24/2024**
            1) **Addendum No. 1 Out**
            2) **Addendum No. 2 Forthcoming**
         ii. *Status, Contents*
            1) *Add peristaltic metering pumps and FRP tanks to bid package*
   c. Upcoming Deliverables
      1) Design Challenges/Support Required
      2) DN Tank Responses
         i. Submitted, under review
      3) Tank Underdrain Design
         i. Chris- Detail being drafted, DN foundation design needed to finalize drain
      4) Tank Under-Slab Piping
         i. Under development, coordinate w/ DN and buried yard piping
      5) Update on Tank Coating Spec
         i. Vinyl Ester
            1) Open, under consideration for inclusion in coating spec
      6) Schedule
         i.

3. **Procurement,**

a. Active Packages
    1) Scope Changes
        i. DN Tank
            1) PHi Air System, specification issued, adder
            2) Fourth nozzle needed, wash down, adder
            3) Handrail EQ, tie-off could be added, considering washdown operations before moving forward w/ deletion
            4) Upsized overflow inlet weir
        ii. Aerzen Blowers
            1) Vendor provided vibration switch, stops on high vibration, consistent w/ P&IDs
            2) 50-MPH enclosure
        iii. RAS Pumps Discharge Elbow, GPS, Al Quentin will provide followup, 12-in to 20-in
        iv. Submersible Mixers, RAS PS, Xylem, Al Quentin will provide followup
        v. Rotary Lobe Pumps, Vogelsang
            1) 316 SS baseplates Shannon followup
            2) Duty Points, 75 gpm ==> 200 gpm, 45 TDH
        vi. Aeration System, Fine Bubble Disc Diffusers, 46 51 47 Biological Aeration Basin, Xylem/Sanitaire
            1) Dropleg and cooling loop piping, Al Ruby followup to show dropleg connection for piping to be furnished by Xylem/Sanitaire on Proc Mech PKG BP08-001, for contractor coordination and scope clarity. Drawing revision to be included in Add 2 or Add 3.
            2) Stainless piping will be 143K adder to Xylem.
        vii. Aeration System, Flexible Membrane Disk Diffusers, 46 51 33, Sludge Storage Tank, Xylem/Sanitaire
            1) Max wastewater temp and max blower discharge temp needed before length of cooling loop piping can be determined, Al Ruby Followup w/ Xylem

b. Packages In Development
    1) None

4. **Work Planning and Construction Schedule**
    a. Work Plans
    b. Pre-Activity Meetings
    c. Schedule Highlights

5. **Submittals**
    a.

6. **RFIs**
    a.

7. **Quality**
    a. Source Inspection
    b. Material Receiving
    c. Non-Conformance
    d. Issues/Concerns

8. **As-Built and Redlines**
    a. Intent of Meeting

9. **Field Order/WCD/Design Modifications**
    a. Intent of Meeting

10. **Value Engineering**
    a.

11. **Attachments:**
    a.

Action Items

ID	Description	Assigned To	Due	Complete

Decision Points

ID	Description	Location	Date

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO: 1422-005-02

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 05

DESCRIPTION:

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.

By: Kory Kyllo Date: 2/22/2024

ENGINEER'S RESPONSE

We respond to your request as follows:

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach, PE CCM Date: 4/3/2024

Engineer: Date: 4.3.2024

Program Manager: Date: 4/4/24

Owner: Digitally signed by Tom Pruitt Date: 2024.04.04 10:37:50-05'00' Date: 4/4/2024

PLUMMER

POTENTIAL CHANGE ORDER REQUEST
ATTACHMENT A
SCOPE OF WORK

POTENTIAL CHANGE ORDER

Kiewit

Date: March 1, 2024	Potential Change Order #: PCO-0005	Revision #: 0
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR
Drawing, Specification, Equipment Number or Other Reference: WCD 002 Change in Pump Duty Point		
Description of the Proposed Change Order Work: Vogelsang Changes CMAR is in receipt of WCD 002. CMAR is providing this PCO along with the Basis of Estimate and attachments in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. There is currently no anticipated impact on schedule. The CMAR support services are T&M per Amendment 1 and are not included in this PCO. This additional scope results in an addition for GMP C.		

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)	Contingency 9% ($)	Additional GCs (12.2% When>$155m)	Fee 9.95% ($)	Change Impact ($)
$59,271.00	$5,334.39	$7,881.86	$7,212.48	**$79,699.73**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 2/22/24
Contractor Date

Recommended by: Design Engineer

Name _____ Date _____

Approved by: Program Manager

Name _____ Date _____

Recommended by: Program Construction Manager

Name _____ 3/25/24
Date

Approved by: City of Sherman

Name _____ Date _____

Approval Signatures are on the PCO cover sheet from Plummer

Basis of Estimate: Vogelsang Changes

Summary

1. Design Growth Changes	Total	$59,271.00
	Grand Total	**$59,271.00**

1. Design Growth Changes

Total	$59,271.00

Vogelsang was awarded BP 04-007 at a price of $130,000.00, see attached Section 43 23 15-PS: Pumps, Heavy Duty Rotary Lobe. Vogelsang was requested to make changes based on design growth, see attached email 13020201 - City of Sherman Project Material Contract. Vogelsang revised their bid price of $130,000.00 to $189,271.00 which is a change or $59,271.00, see attached [External]Answers to Conversion today, 13020202, and 13020202_Scope.

Attachments

1. WCD 002
2. Section 43 23 15-PS: Pumps, Heavy Duty Rotary Lobe
3. Email: 13020201 - City of Sherman Project Material Contract
4. Email: [External]Answers to Conversion today
5. Quote: 13020202
6. Quote: 13020202_Scope

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Work Change Directive No.: 002 **Description:** Change in Pump Duty Point

Specification: 43 23 15 – PS – Pumps, Heavy Duty Rotary Lobe.

Drawing No.: N/A **Detail Description:** Revised Pump Spec. with updated duty point, materials, and testing requirements

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Provide Heavy Duty Rotary Lobe Pumps in accordance with the attached specification section originally provided via e-mail on January 4, 2024.

Purpose of Work Change Directive:

Change in pump duty point is required to meet design requirements of the waste activated sludge system.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices ☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 11.01

☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 11.01

☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

☐ Schedule attached to show impacts and justification for requested change in Contract Times

Compensation for this Work Change Directive may not exceed: $ 79,699.73

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Recommended by: Design Engineer

Name: [signature] Date: 2-20-2024

Recommended by: Project Construction Manager

Name: [signature] Date: 2/20/24

Approved by: Kiewit Water Facilities South Co.

Name: [signature] Date: 2/21/2024

Approved by: Program Manager

Name: [signature] Date: 02/20/2024

Approved by: Greater Texoma Utility Authority

Name: [signature] Date: 2/21/24

Approved by: City of Sherman

Name: [signature] Digitally signed by Tom Pruitt Date: 2024.02.21 07:45:48-06'00' Date: 2/21/2024

Revised 2/19/2024 to reflect updates to 800-PMP 001 & 002 only

SECTION 43 23 15-PS
PUMPS, HEAVY DUTY ROTARY LOBE

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Heavy duty rotary lobe pumps.
2. Integral gearmotor.
3. Support for CONTRACTOR installation, startup, testing, and placing in service.

B. System Description:

1. Preselected Equipment Supplier shall furnish all equipment for rotary lobe pumps, with side inlets and outlets, complete with motors, shaft couplings, coupling guards, speed reducers, motor support, for a complete operating system. PRESELECTED EQUIPMENT SUPPLIER shall provide assistance to the CONTRACTOR during equipment installation, check-out, startup, testing and commissioning of the rotary lobe pumps.
2. Provide 3 waste activated sludge (WAS) pumps to be installed in the Membrane Equipment Support Building to pump WAS from each membrane basin to the sludge storage tank (SST). The WAS pumps are located indoors in a dry pit configuration.
3. Provide 2 WAS pumps to be installed adjacent to the SST. The pumps will convey WAS from the SST to the existing blend tank at the existing wastewater treatment plant dewatering area. In future conditions, the pumps will convey WAS from the SST to a future dewatering screw press located on the southern portion of the site. The pumps will be designed for both current and future conditions. The pumps are located outdoors under a canopy cover.
4. The equipment, sizes, materials, and arrangements described in this specification section are based on recommendations by Preselected Equipment Suppliers and shall be considered minimum limits of acceptability. The Preselected Equipment Supplier shall be responsible for design, arrangement, and performance of all equipment supplied under this section. Arrangements other than those shown on plans shall be subject to ENGINEER's approval.
5. A pressure switch, furnished and installed by the CONTRACTOR, will be added to the discharge piping to provide a signal to shut down the pump in the event high pressure is detected.
6. The general arrangement of the piping and pumps are shown on the plans. Pump design parameters are listed in the Pump Data Sheets at the end of this section.
7. Refer to P&IDs and Drawings regarding the control logic and description for additional pump monitoring and control information as applicable.

1.2 REFERENCES

A. Preselection Drawings and general provisions of the Contract, including Preselection Special Conditions and Division 01 Specification Sections, apply to this Section.

B. References: Following is a list of standards, which might be referenced in this Section:

1. American Bearing Manufacturers Association (ABMA):
    a. 9-Load Ratings and Fatigue Life for Ball Bearings.
    b. 11-Load Ratings and Fatigue Life for Roller Bearings.
2. American Gear Manufacturers Association (AGMA):
    a. AGMA 2001-B88 – Fundamental Rating Factors and Calculation Methods for Involute Spur and Helical Gear Teeth.
    b. AGMA 6001-B89 – Design and Selection of Components for Enclosed Gear Drives.
    c. AGMA 6010-E88 – Spur, Helical, Herringbone and Bevel Enclosed Drives.
3. American Society of Mechanical Engineers (ASME):
    a. B16.1 – Cast Iron Pipe Flanges and Flanged Fittings, Class 25, 125, 250, and 800.B16.5 – Pipe Flanges and Flanged Fittings.
4. ASTM International (ASTM):
    a. AISI 316 Stainless Steel
    b. AISI - 4140 Hardened Carbon Steel
    c. AISI - 4340 Carbon Steel
    d. AISI - 8620 Case Hardened Steel
    e. ASTM - A36 Carbon Steel
    f. ASTM – A48 Gray Iron Castings
    g. ASTM – A108 Steel Bars, Carbon and Alloy, Cold-Finished
    h. ASTM – A276 Stainless Steel Bars and Shapes
    i. ASTM – A278 Gray Iron Castings for Pressure-Containing Parts for Temperatures Up to 650 Degrees F.
    j. ASTM – A 283 - Low and Intermediate Tensile Strength Carbon Steel Plates.
    k. ASTM – A 470 - Vacuum-Treated Carbon and Alloy Steel Forgings for Turbine Rotors and Shafts.
    l. ASTM – A 516 - Pressure Vessel Plates, Carbon Steel, for Moderate and Lower Temperature Service.
    m. ASTM - A536 Ductile Iron
    n. ASTM – A 576 - Steel Bars, Carbon, Hot Wrought, Special Quality.
    o. ASTM – A 681 - Tool Steels Alloy.
    p. ASTM – A 743 - Castings, Iron-Chromium, Iron-Chromium-Nickel, Corrosion Resistant, for General Application.
    q. ASTM – E 10 - Standard Test Method for Brinell Hardness of Metallic Materials.
    r. ANSI - B16.1 Flat Faced Drilled Flange (150 lb.)
5. Refer to specification Section 43 22 10-PS “Common Requirements for Pumps” Part 1.3.

C. Related Sections:
1. Section 01 33 00 “Submittals”
2. Section 05 05 23-PS “Metal Fastenings and Anchor Bolts”

3. Section 09 91 00-PS “Painting and Protective Coatings”
4. Section 40 05 93-PS “Common Motor Requirements for Process Equipment"

1.3 ADMINISTRATIVE REQUIREMENTS (NOT USED)

1.4 SUBMITTALS

A. Product Data: Include construction details, material descriptions, dimensions of individual components and profiles, pump curves for rated capacities, operating characteristics, electrical characteristics, and any optional features and accessories.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
2. Performance data curves showing head, capacity, horsepower demand, and pump efficiency over the entire operating ranges of the pump, from shutoff to maximum capacity.
a. Indicate separately the head, capacity, horsepower demand, overall efficiency, and minimum submergence required at the guarantee point.
3. Motors:
a. Complete submittal per Section 40 05 93-PS “Common Motor Requirements for Process Equipment"
b. Letter of Certification the motor is compatible with a variable frequency drives when specified as adjustable speed operation.
4. Auxiliary Instrumentation and Devices: Datasheets and mounting locations/details for auxiliary instrumentation and devices furnished with equipment. The information shall include associated mounting brackets and hardware.
5. Wiring Diagrams: If applicable, for power, signal, and control wiring diagrams, including terminals and numbers.
6. Documentation demonstrating factory finish is equivalent to finish system specified in this Section.

C. Information Submittals:
1. Factory functional and performance test reports and logs.
2. Manufacturer’s Certification of Compliance.
3. Special shipping, storage and protection, and handling instructions.
4. Manufacturer’s instructions for installation.
5. Manufacturer’s Certificate of Proper Installation.
6. Qualification Data: For manufacturer and manufacturer’s representative.
7. Suggested spare parts list to maintain the equipment in service for a period of two years. Include a list of special tools required for checking, testing, parts replacement, and maintenance with current pricing information.
8. List special tools, materials, and supplies furnished with equipment for use prior to and during startup and for future maintenance.
9. Warranties and service agreements.

D. Operation and Maintenance Data: For each pumping system to include in operation and maintenance manuals. Provide in accordance with Section 01 78 23 “Operation and Maintenance Data.”

1.5 QUALITY ASSURANCE

A. Performance Curves: All pumps shall have a continuously rising curve. In no case shall the required horsepower at any point on the performance curve exceed the rated horsepower or service factor of the motor or engine.

B. Field Representative: The PRESELECTED EQUIPMENT SUPPLIER shall furnish a qualified field representative for the time indicated in Paragraph 3.4.A of this Section. Field representatives shall be factory-employed personnel and have a minimum of two (2) years of experience with the operation of and training on this type of equipment. Sales representatives will only be considered acceptable service technicians if they have three (3) years of experience with the operation of and training on this type of equipment from the PRESELECTED EQUIPMENT SUPPLIER being supplied and have started up 15 units of a similar size and type from the PRESELECTED EQUIPMENT SUPPLIER. The field representative shall submit a resume for approval before startup assistance can be provided. For each training event two separate pre-startup training sessions shall be performed, one in the early morning and one in the late afternoon. Two separate post-startup training sessions shall be performed, one in the early morning and one in the late afternoon. CONTRACTOR shall coordinate the scheduling of such training and startup assistance with OWNER’S personnel. A typed outline shall be handed out at each training session and, at a minimum, will include normal operating parameters, alarms, and maintenance.

C. Qualifications: Equipment shall be the product of a PRESELECTED EQUIPMENT SUPPLIER having at least ten similar system installations experience in the United States of the type proposed, each with a minimum of 5 years of satisfactory service.

D. Manufacturer shall maintain a complete stock of spare parts commonly needed for the equipment specified at a location within the State of Texas, or spare parts shall be made available within 48 hours of notification.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver, handle, and store pumping system components in accordance with equipment supplier’s written instructions and shop drawings.

1.7 SITE CONDITIONS

A. Structural Performance: All equipment, supports, anchors, and fasteners shall be of adequate size and strength to withstand loads with starting, turbulence, debris, thrusts from liquid movement, thermal expansion and contraction and other loads encountered under operating conditions.

B. Operation: Equipment shall be design and capable of either continuous or intermittent operation.

C. System Arrangement:

1. The equipment, sizes, materials, and arrangements described in the individual specification sections are typically based on recommendations by equipment manufacturers and shall be considered minimum limits of acceptability. The

SUPPLIER shall be responsible for design, arrangement, and performance of all equipment supplied under this section.

D. Environmental Conditions:

1. All equipment including controls and drives specified herein shall be specifically designed to be installed for this service and the environment encountered in this installation, unless noted otherwise.
2. The environment will be moist and corrosive, exhibiting hydrogen sulfide and other corrosive gases encountered in municipal wastewater treatment plants.
3. The raw wastewater contains high chlorides, sulfides, and total dissolved solids. Pumped material expected to contain the following average concentrations at all times:
   a. Chlorides: 282 mg/L
   b. Sulfides: 373 mg/L
   c. Total Dissolved Solids: 1,400 mg/L
4. All equipment shall be designed and capable of operation outdoors at ambient temperatures of 10°F to 110°F.
5. Equipment shall be compatible with heat tracing and insulation, which will be furnished and installed by CONTRACTOR. PRESELECTED EQUIPMENT SUPPLIER shall design piping systems with ample clearances and material compatibility to accept required heat tracing and insulation. If additional freeze protection beyond heat tracing and insulation is required, it shall be furnished by the PRESELECTED EQUIPMENT SUPPLIER. PRESELECTED EQUIPMENT SUPPLIER shall coordinate with the CONTRACTOR to provide direction on where heat tracing is required and shall verify that the CONTRACTOR has provided adequate heat tracing and insulation during startup activities.

E. Field Measurements, Existing Facilities Installation: CONTRACTOR shall verify actual dimensions of openings, adjacent facilities and equipment, utilities and related items by field measurements before fabrication as applicable.

1.8 WARRANTY

A. Extended Equipment Warranty: Refer to Section 01 78 36-PS “Warranties” for extended equipment warranty.

B. All equipment furnished under this section shall have a special equipment warranty, in accordance with the Contract Documents, for a period of two (2) years after the date of Substantial Completion. The cost of removal, shipment, repair, and installation by CONTRACTOR shall be included in the warranty and correction of defective work.

C. Equipment supplier shall provide labor on-site to diagnose and correct any problem that is not resolved via telephone communication with plant personnel within 72 hours or that reoccurs during this warranty period.

D. Equipment supplier shall provide a factory field representative within two weeks of problem occurrence, for non-emergency repairs. Cost for the removal, shipment, repair and installation by CONTRACTOR shall be included in warranty, as well as correction of defective work.

PART 2 - PRODUCTS

2.1 ACCEPTABLE PRESELECTED EQUIPMENT SUPPLIERS

A. Subject to compliance with the Contract Documents, the following equipment suppliers are acceptable.

1. Boerger
2. Vogelsang

B. No like, equivalent, “or-equal” item or substitution is permitted.

2.2 PUMPING UNIT CONSTRUCTION

A. General Description:

1. Pumping unit shall be of the industrial, heavy duty, positive displacement, rotary lobe pump specifically designed for abrasive and non-corrosive sludge / slurry applications and the ability to handle rags or other fibrous material without plugging.
2. All equipment shall be designed and built for 24-hour continuous service at any and all points within the specified range of operation, without overheating, without cavitation, and without excessive vibration or strain.
3. Suction and discharge connections: 316 stainless steel.
4. Lubrication fitting shall be brought to outside of equipment, so it is readily accessible from outside without necessity of removing covers, plates, housings, or guards.
5. Mechanical seals, wear plates and rotors shall be replaceable by removing front cover of rotor housing without disassembly of pump unit or pipe system.
6. Pumps shall be designed with an air space (minimum 5.5”) between the pumping head containing and the timing gear box such that a leak in the shaft seal will allow the sludge to run on the floor and not in the timing gearbox.

B. Rotorcase:

1. The rotorcase material shall be 316 stainless steel.
2. The internal rotorcase surfaces and configuration shall provide a smooth transition from circular port connections at the flanges to the full width of the rotor chamber to allow for unimpeded passage of solids.
3. All fluid wetted parts including the mechanical seal shall be replaceable though the quick release front cover without disassembly of coupling, drive unit or the pipe system.
4. The front of the rotorcase shall incorporate an O-ring groove and O-ring that will form a reusable seal against the front cover.
5. Radial Wearplates:
    a. The peripheral surfaces of the rotor case shall be fitted with removable radial wearplates.
    b. The wearplates shall be carbon steel AISI 4140 hardened to Rockwell C 40.
    c. The radial wearplates shall be retained through a series of stainless steel socket-head cap screws located at the exterior corners of the rotorcase. The cap screws will not protrude into the wearing surface of the wearplates.
6. Rear Wearplates:

a. The rear surfaces of the rotorcase body shall be lined with a pair of wearplates.

b. The wearplates shall be carbon steel AISI 8620 Case Hardened to Rockwell C 55-60.

c. The wearplates shall be secured with stainless steel hex screws through the rear of the rotorcase without protruding into the wearing surface of the wearplates.

7. Rotorcase Front Cover

a. The front cover material shall be 316 stainless steel, case hardened to Rockwell C 55-60.

b. The front cover shall have ground finish and be reversible to effectively double the wear life of the cover.

c. The front cover shall be rigidly supported in place with eye nuts or an iron hinge to facilitate opening the cover for inspection and access to all internal components.

C. Rotors:

1. Type 316 stainless steel or higher quality, cast iron with fusion bonded epoxy or coating in Section 09 91 00-PS, Part 3.6.AA. Rotors shall have abrasion resistant Buna-N coated tips.

2. The pump is fitted with a pair of intermeshing rotors of the trilobe design.

3. The rotors shall be involute splined at the hub for a positive location on the shafts and locked into position by a recessed taper locking assembly or key and keyway style locking mechanism.

4. The complete frontal hub including the locking assembly shall be encapsulated with a flush- mounted, O-ring-sealed rotor cap.

D. Gearcase:

1. The gearcase material shall be type 316 stainless steel.

2. The gearcase shall provide support to the two shafts mounted by duplex taper roller bearings and a pair of timing gears.

3. The gearcase shall incorporate a separate oil reservoir for the bearings of each shaft to ensure adequate lubrication at low running speeds.

4. Timing Gears:

a. Timing Gear Material shall be hardened carbon steel AISI 8620 at AGMA Quality.

b. Timing gears shall be precision ground to give accurate mesh clearance between the rotors. They time gears shall facilitate non-contact pumping action and dry running ability.

c. The timing gears shall be securely locked into position, to maintain optimum alignment with the shaft at all times.

d. A timing cover plate shall permit adjustment of the rotor timing gears without draining the gearcase oil. The timing cover plate shall be carbon steel ASTM A36.

5. The gearcase shall incorporate a sealed expansion chamber with oil filler cap.

6. The front gearbox bearings shall be fitted with stainless steel AISI 316, grease-filled, labyrinth bearing isolators. The bearing isolators consist of a static mounted shaft retainer with a double-groove on the outer face. A labyrinth ring will be mounted against the shaft and interlock with the grooves on the retainer. The retainer will be fitted with a grease nipple allowing grease input, and will act as a barrier within the labyrinth. The retainer houses a double lip oil seal to provide additional protection and to contain the gearcase oil.
7. Shafts:
    a. Shaft Material: Carbon Steel AISI 4340 HT or approved equivalent.
    b. The shafts shall be “non-wetted” at all points.
    c. The motor driven shaft (drive shaft) may be either the upper or lower shaft, as determined by the centerline height of the driver.
    d. The bottom drive shaft position shall be used for the proposed inline base design for this application.
8. Bearings:
    a. Each shaft shall be supported by a pre-loaded heavy-duty duplex taper roller bearing of the anti-friction type.
    b. The positioning of the shafts relative to the gearcase shall permit removal of one shaft bearing without disturbing the bearing of the opposing shaft.
    c. Bearing life to be designed B-10 life rating of at least 100,000 hours.

E. Speed Reducer (Integral Gearmotor):
1. A close-coupled inline helical gear speed reducer shall be used.
    a. Input RPM: 1750.
    b. Maximum Output RPM: 300.
    c. Mounting: horizontal foot type.

F. Mechanical Seals
1. Each pump shall be supplied with single mechanical seals. Silicon carbide to tungsten carbide seal faces shall be provided as a minimum. Seals shall be lubricated with external water.
2. Each seal shall be removable as a complete unit.
3. Designs requiring the removal of the rotorcase for seal replacement are not acceptable.
4. Component seals, seals that are proprietary to the pump Preselected Equipment Supplier are not acceptable.
5. The design shall also incorporate accommodations for packing with no design change to the pump.

G. Baseplate:
1. Provide a common baseplate of fabricated steel.
2. Constructed to support the full weight of pump, motor and speed reducer.
3. The baseplate and shall be provided with grout fill and venting holes. Base shall have pre-drilled anchor bolt holes.
4. The baseplate shall have machined pads to accommodate the factory mounts for the

pump, speed reducer, and motor.

H. Coupling:

1. TB Woods S-flex with Hytrel split sleeve or equal torsionally flexible jaw-type coupling to connect from speed reducer shaft to the pump shaft.
2. OSHA Standard guard shall be provided to cover the coupling.

2.3 ACCESSORY EQUIPMENT

A. Equipment Identification Plate: 16-gauge Type 316 stainless steel with 1/4-inch die-stamped equipment tag number securely mounted in a readily visible location.

B. Lifting Lugs: Individual equipment and/or each field disassemble part weighing over 100 pounds shall be provided with lifting lugs

C. Anchor Bolts: Provide template and Type 316 stainless steel anchors in accordance with Section 05 05 23-PS “Metal Fastenings and Anchor Bolts” and as shown on the Drawings. Size as required by pump manufacturer.

D. Initial Supply of Lubricants: Manufacturer shall indicate types, brands, and quantities of initial lubricants, oil, grease, etc. necessary to startup equipment. CONTRACTOR shall provide and install the recommended lubricants and shall comply with all manufacturer recommended procedures.

2.4 FINISHES

A. All equipment items except stainless steel shall receive surface preparation, prime coating and finish coating in the factory in accordance with Section 09 91 00-PS “Painting and Protective Coatings.” Finish coating colors shall be selected by the OWNER from finish color charts to be provided in shop drawing submittals. Furnish one gallon of touch up paint for installation CONTRACTOR to apply. Alternatively, a fusion bonded epoxy with zinc anodes may be used.

B. All stainless steel surfaces shall be cleaned and welds shall be brushed with Type 316 stainless steel brushes. Electro bead blast or chemically treat all external non-welded stainless steel to a uniform finish.

C. Motors and hydraulic units shall have a factory finish.

D. Machined, polished, and non-ferrous surfaces shall be coated with a corrosion prevention compound.

2.5 MOTORS

A. Comply with NEMA designation, temperature rating, service factor, enclosure type, and efficiency requirements for motors specified in Section 40 05 93-PS “Common Motor Requirements for Process Equipment" for motors, 600 volts and lower, and 250 HP and smaller. Requirements of this Section supersede any conflicting requirements of Section 40 05 93-PS.

B. Motor Sizes: Motor size and detail requirements shall be as indicated in the Blower Data Sheet at the End of Section. Motors shall be properly sized so that the driven loads will not require the motor to operate in service factor range above 1.0 along the complete operating range.

C. If a motor horsepower rating larger than specified is offered as a substitute and accepted, provided required changes in conductors, motor controllers, variable frequency drives, overload relays, fuses, switches, and other related items with no change in the Contract price.

2.6 SOURCE QUALITY CONTROL

A. Factory Tests and Adjustments: Test all pumping units to be furnished.

1. Include test data sheets, curve test results, performance test logs, certified by a factory test engineer.

B. Performance Test:

1. Perform on each pump in accordance with Hydraulic Institute Standards.
2. Tests shall be sufficient to determine the curves of head, input horsepower, and efficiency relative to capacity from shutoff to 150% of design flow. A minimum of six points, including shutoff, shall be taken for each test.
3. At least one point shall be obtained as near as possible to each specified condition.
4. Results of the performance test shall be certified by a Registered Professional Engineer and submitted for approval prior to shipment.

2.7 ACCESSORIES

A. Anchor Bolts: Provide template and Type 316 stainless steel anchors and fasteners in accordance with Section 05 05 23-PS “Metal Fastenings and Anchor Bolts,” as shown on the Drawings, and as recommended by the PRESELECTED EQUIPMENT SUPPLIER. Size and locations as required by PRESELECTED EQUIPMENT SUPPLIER. PRESELECTED EQUIPMENT SUPPLIER shall size all anchor bolts and fasteners required of ample size and strength for the intended purpose, minimum of ½-inch diameter. Fastener sizing calculations shall be provided as an informational submittal. CONTRACTOR shall furnish and install all anchor bolts and fasteners in accordance with the equipment supplier’s installation instructions.

B. Equipment Identification Plates: PRESELECTED EQUIPMENT SUPPLIER shall furnish a 16-gauge stainless steel identification plate securely mounted on the equipment in a readily visible location. The plate shall bear 1/4-inch die-stamped equipment identification number indicated in this Section and/or on the Drawings.

C. Lifting Lugs: Individual equipment and/or each field disassemble part weighing over 60 pounds shall be provided with lifting lugs

D. Initial Supply of Lubricants: PRESELECTED EQUIPMENT SUPPLIER shall indicate types, brands, and quantities of initial lubricants, oil, grease, etc. necessary to startup equipment. CONTRACTOR shall provide and install the recommended lubricants and shall comply with all equipment supplier recommended procedures.

2.8 TOOLS, SPARE PARTS AND MAINTENANCE MATERIALS

A. The PRESELECTED EQUIPMENT SUPPLIER shall supply one (1) set of spare parts for all components exposed to operational wear during normal equipment service.

1. Mechanical seals.
2. Radial wearplates.
3. Rear wearplates.

4. Rotors.
5. Bearings, each size and type.
6. Special tools required for maintenance or adjustment.
7. Other items as recommended by the manufacturer.

B. Equipment Lubricants: The PRESELECTED EQUIPMENT SUPPLIER shall indicate and verify types, brands, and quantities of initial lubricants, oil, grease, etc. necessary to startup equipment. CONTRACTOR shall provide and install the recommended lubricants.

C. Spare parts shall be packed in sturdy containers with clear, indelible identification markings and shall be stored in a dry, warm location until transferred to the OWNER at the conclusion of the project. Each part shall be labeled with part numbers which correspond to the Operation and Maintenance Data submitted in accordance with Section 01 78 23 Operation and Maintenance Data.

PART 3 - EXECUTION

3.1 GENERAL

A. Install and adjust equipment in accordance with the Drawings, approved shop drawings, and the manufacturer's instructions. Do not operate the equipment until the installation is approved by the manufacturer’s representative.

B. Comply with the requirements of Section 01 70 00-PS “Execution Requirements.”

3.2 INSTALLATION

A. CONTRACTOR shall install in accordance with PRESELECTED EQUIPMENT SUPPLIER’s printed instructions, the requirements of Section 01 70 00-PS “Execution Requirements”, and as described herein.

B. Level baseplate by means of steel wedges (steel plates and steel shims). Wedge taper not greater the 1/4-inch per foot. Use double wedges to provide a level bearing surface. Accomplish wedging so that there is no change of level or springing of the base when anchor bolts are tightened.

C. Adjust pump assemblies such that the driving units are properly aligned, plumb, and level with the driven units and all interconnecting shafts and couplings. Do not compensate for misalignment by use of flexible couplings.

D. After the pump and driver have been set in position, aligned, and shimmed to the proper elevation, grout the space between the bottom of the baseplate and the concrete foundation with a poured, non-shrinking grout. Remove wedges after grout is set and pack void with grout.

E. Complete equipment installation with controls, safety devices and auxiliary support systems necessary to start the equipment and verify that the equipment functions correctly under no load conditions. Turn rotating equipment by hand to check. Complete cleaning and testing of piping systems. Inspect and clean equipment, devices, piping, and structures of debris and foreign material.

F. Remove temporary bracing supports and other construction debris that may damage

equipment.

G. Remove protective coatings and oils used for protection during shipment and installation.

H. Flush, fill, and grease lubricated systems in accordance with Manufacturer's instructions.

I. Install temporary connections and devices required to fill, operate, checkout and drain the system. Provide temporary valves, gauges, piping, test equipment, and other materials and equipment necessary to conduct testing and startup.

J. Equipment

1. Check equipment for correct direction of rotation and freedom of moving parts.
2. Align equipment to Manufacturer's tolerances. Adjust clearances and torques.
3. Check installation prior to start-up for conformance to Manufacturer's instructions.
4. Adjust or modify equipment to ensure proper operation.

K. Correct any deficiencies or problems noted in Manufacturer's representative's installation reports.

3.3 FIELD QUALITY CONTROL

A. Functional Tests: Conduct on each pump as described below and in accordance with Section 01 75 00 “Starting and Adjusting.”

1. Alignment: Test complete assemblies for correct rotation, proper alignment and connection, and quiet operation.

B. Performance Test: In accordance with Hydraulic Institute Standards.

1. Place each piece of equipment in the system in operation until the entire system is functioning. All components shall continue to operate without alarms or shut downs, except as intended, for eight consecutive hours to be considered started up.
2. Operate the equipment through the design performance range consistent with available flows. Adjust, balance, and calibrate and verify that the equipment, safety devices, controls, and process system operate within the design conditions. Each safety device shall be tested for proper setting and signal. Response shall be checked for each equipment item and alarm. Simulation signals may be used to check equipment and alarm responses.

C. A copy of all information from functional tests, including data, worksheets, and other materials shall be turned over to the OWNER at the completion of the testing program.

3.4 MANUFACTURER’S SERVICES

A. PRESELECTED EQUIPMENT SUPPLIER Services

1. PRESELECTED EQUIPMENT SUPPLIER Field Representative: The PRESELECTED EQUIPMENT SUPPLIER Field Representative shall be present at the project site or classroom designated by OWNER for minimum person-days and trips provided in the table below. Each person-day shall be defined as 8 hours duration, exclusive of travel. The PRESELECTED EQUIPMENT SUPPLIER Field Representative shall revisit the jobsite as often as necessary to correct deficiencies.

Table 1 – Manufacturer Field Services

Work Description	No. of Person Days	No. of Trips
Installation Assistance and Inspection	2	1
Functional and Performance Testing	2	1
Pre-startup Classroom or Site Training	0.5	Can be combined with facility startup
Facility Startup	1	1
Post-Startup Training of OWNER's Personnel	0.5	1

B. Services Provided:

1. Furnish test forms and procedures for field-testing.
2. Furnish startup services.
3. Furnish training of OWNER'S personnel at such times requested by OWNER.

C. Training shall comply with the requirements of Section 01 79 00-PS "Demonstration and Training."

3.5 SYSTEM STARTUP

A. Startup of the facility shall be in accordance with Section 01 75 00 "Starting and Adjusting." After Equipment Installation and before start up, the contractor and PRESELECTED EQUIPMENT SUPPLIER Field Representative shall inspect the installation of the equipment. A preliminary running period (as applicable) will be provided for the CONTRACTOR to make field adjustments with the PRESELECTED EQUIPMENT SUPPLIER Field Representative. CONTRACTOR shall submit a report for PRESELECTED EQUIPMENT SUPPLIER approval of equipment installation.

B. Functional Test. CONTRACTOR to start up equipment with PRESELECTED EQUIPMENT SUPPLIER Field Representative. Equipment shall be able to run in manual mode with all associated piping, electrical and equipment installed to show proper operation of the equipment. Functional Test shall be 5 days of uninterrupted service. The CONTRACTOR shall be responsible for equipment operation for the 5-day period. Any delays or additional person days and trips required for PRESELECTED EQUIPMENT SUPPLIER Field Representative to perform Functional Testing beyond what is specified is the responsibility of the CONTRACTOR. Functional Test can be run with clean water to demonstrate equipment operation.

C. Performance Test and Initial Training. CONTRACTOR and PRESELECTED EQUIPMENT SUPPLIER Field Representative to start up equipment in Automatic Mode (Normal Operation). Equipment shall run in two modes, normal operation and peak flow conditions. Contractor and PRESELECTED EQUIPMENT SUPPLIER Field Representative should demonstrate any alarms, lead lag conditions, or total auto mode or other conditions related to equipment operation. Performance Test shall run with uninterrupted service for 30 days. Performance Test shall be run with wastewater under normal operating conditions. If equipment fails before 30 days, then PRESELECTED EQUIPMENT SUPPLIER shall correct problems at their own expense and restart the 30-day Performance Test. PRESELECTED EQUIPMENT SUPPLIER and CONTRACTOR is responsible for equipment operation during the

30-day Performance Test. PRESELECTED EQUIPMENT SUPPLIER shall perform initial training at the end of the 30-day Performance Test for owner's representative. Training shall be with a draft of the full Operation and Maintenance Manuals. Upon completion of Performance Test and Training, The OWNER shall consider that equipment substantially complete and start the warranty period.

D. Post-Startup Training. PRESELECTED EQUIPMENT SUPPLIER will perform additional training at a time mutually agreeable to the OWNER and PRESELECTED EQUIPMENT SUPPLIER to take place no earlier than 30 days after equipment substantial completion and no later than 90 days after substantial completion.

3.6 CLOSEOUT ACTIVITIES

A. A copy of all information from functional tests including data, worksheets, and other materials shall be turned over to the OWNER at the completion of the testing program.

3.7 SUPPLEMENTS

A. The Following forms are included after "End of Section" and are considered part of this Section:

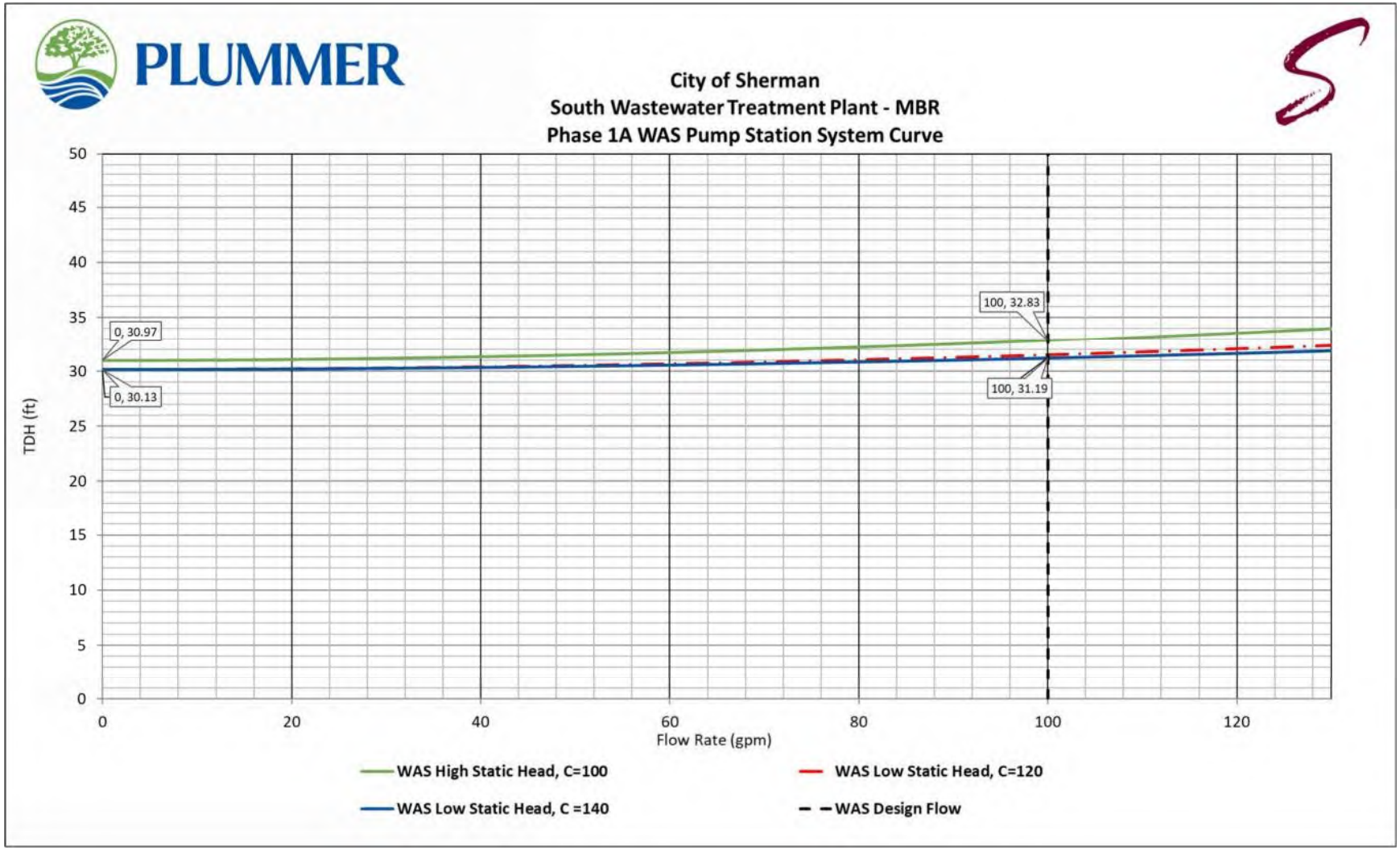
1. Pump Data Sheet
2. Pump System Curve

END OF SECTION

PUMP DATA SHEET

Parameter	WAS to SST	SST to Blend Tank (Max Static Head) or Future Dewatering (Min Static Head)
Equipment Tag Number(s)	600-WSP-111, -121	800-PMP-001, -002
Quantity	~~3 (1 per basin)~~ 2	2
Pump Name	WAS Pump	Sludge Pump
Location	Membrane Equipment Support Building	Sludge Pump Station
Service Conditions	Intermittent Duty	Intermittent Duty
Liquid Pumped	WAS at 1% solids concentration	WAS at 1% solids concentration
Corrosion or Erosion Factors:	pH 7.0, Abrasive, high chlorides and TDS	pH 7.0, Abrasive, high chlorides and TDS
Pumping Temperature, °F	Max: 85 Min: 55	Max: 85 Min: 55
Largest Diameter Solid Pump shall be Capable of Passing, inches	3	3
Performance Requirements		
Rated Capacity at Min Static Head	100 gpm at 31 ft	30 gpm at 0 ft
Rated Capacity at Max Static Head	100 gpm at 33 ft	200 gpm at 45 ft
Maximum Net Positive Suction Head, FT	10	10
Pump Efficiency, % (Minimum)	25	25
Motor Information		
HP (Maximum)	7.5	5
Speed, RPM	1750	1750
Starts per hour	6	6
Power	480V/3PH/60Hz	480V/3PH/60Hz
Motor Type	Constant speed	Variable speed
Inverter Duty Rated	Yes	Yes
Pump Construction Details		
Pump/Motor Arrangement	Horizontal	Horizontal
Drive Arrangement	Integral Gearmotor	Integral Gearmotor
Suction (Size)	4-inch, 125 lb	4-inch
Discharge (Size)	4-inch, 125 lb	4-inch
Hydrostatic Test Pressure (psig)	1.5 times shutoff head	1.5 times shutoff head
Field Testing	Yes	Yes
Sludge Discharge		
Required, Yes or No	Yes	Yes
Vent and drain connections tapped and plugged	Yes	Yes
Shaft sealing	Mechanical Seals	Mechanical seals

PUMP SYSTEM CURVE – WAS TO SST



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Section 43 23 15-PS: Pumps, Heavy Duty Rotary Lobe

BID PACKAGE	DESCRIPTION	UNIT	QUANTITY	PROPOSAL AMOUNT
7	For all Work defined in the Bidding Documents to supply complete Pumps, Heavy Duty Rotary Lobe (Section 43 23 15-PS).	LUMP SUM	1	$ 130,000.00

Contractor's expected delivery date: June 2024

RJB Bidder's Initials

Charles.Wampler

From: Sales <sales@vogelsangusa.com>
Sent: Tuesday, January 2, 2024 9:30 AM
To: Kate.White
Cc: Andrew.Lattof
Subject: RE: 13020201 - City of Sherman Project Material Contract

Hi Kate,

Happy New Year!

Could you please advise/confirm on the below points?

1. Please confirm that the duty point revision is for tag 800-PMP-001,002?
2. Do we need to provide SS baseplates for all the pumps or just for the above tags?
3. Do we need to send a bid (hard copy) for this revision, or an electronic submission would be acceptable?
4. When's new bid due or when we need to submit the revised bid by?

I added our quote reference number to the subject line

Remin
Begin forwarded message:

> **From:** "Kate.White" <Kate.White@kiewit.com>
> **Date:** December 27, 2023 at 9:43:59 AM PST
> **To:** Sales <sales@vogelsangusa.com>
> **Cc:** "Andrew.Lattof" <Andrew.Lattof@kiewit.com>
> **Subject: RE: [External]RE: City of Sherman Project Material Contract**

Hello,

We've been notified of the following scope changes that will need to be included:

1. Pump duty point (Dewatering) changed. Provide stainless steel baseplates.
2. Rotary Lobe Duty Points: Min. Static Head: 30 gpm @ 0 ft, Max. Static Head: 200 gpm @ 45 ft

Please let me know if you need any additional information to address this change.

Thanks,

Kate White
Supply Chain Specialist III / Kiewit Supply Network

KIEWIT CORPORATION
(480) 521-3312 (cell)
kate.white@kiewit.com

From: Kate.White
Sent: Wednesday, December 27, 2023 10:24 AM
To: Sales <sales@vogelsangusa.com>
Cc: Andrew.Lattof <Andrew.Lattof@kiewit.com>
Subject: RE: [External]RE: City of Sherman Project Material Contract

Hello,

Please see our response in the comments attached. I am available this week for a quick call to wrap up any remaining items.

Thanks,

<image001.jpg>

Kate White
Supply Chain Specialist III / Kiewit Supply Network

KIEWIT CORPORATION
(480) 521-3312 (cell)
kate.white@kiewit.com

From: Sales <sales@vogelsangusa.com>
Sent: Monday, December 18, 2023 6:36 AM
To: Kate.White <Kate.White@kiewit.com>
Subject: [External]RE: City of Sherman Project Material Contract

Hi Kate,

Further to reviewing the attached contract, please see below our comments

SECTION 19. INTELLECTUAL PROPERTY

1. Seller hereby grants to Contractor and Owner (and shall procure for Contractor and Owner from its subcontractors and suppliers) an irrevocable, perpetual, fully paid, royalty-free, non-exclusive license with respect to all documents, drawings, specifications, software or other items Seller has created or owns for use in the Project's construction, operation, maintenance, ownership, repair or alteration, including any Project unit or component Seller designs, specifies or constructs. Rights to intellectual property developed, utilized, modified or provided in the performance of this Agreement by Contractor, Owner, Seller or any other third party, shall remain the property of the respective party providing such intellectual property.

Vogelsang USA: Can't Accept:

SECTION 34. FORMAL CLASSROOM TRAINING

Seller shall provide formal classroom training for members of Owner's and Contractor's staff in the checkout, start-up, operation and maintenance of Seller's equipment as identified in Attachment C. The formal classroom training shall occur before the start-up of each piece of equipment. Further, in providing the classroom training, Seller shall provide copies of any necessary training materials for the

members of Owner's and Contractor's staff in attendance. If, at s Substantial Completion, not all classroom training days have been used, the unused portion shall be credited to Contractor at the rates defined in Attachment C. If requested by the Contractor, Seller shall provide additional classroom training at rates defined in Attachment C.

Vogelsang USA: This is to be provided by our local factory trained distributor, and was not quoted by Vogelsang USA, LTD

ATTACHMENT B

(PAYMENT SCHEDULE)

Contractor shall pay Seller in accordance with Section 4 of the Agreement and the following Payment Schedule:

Milestone	% of Agreement Price
Upon Approval of Submittals	15%
Upon Release to Fabrication	25%
Upon Complete Delivery and Acceptance to the Project Site	55%
Upon Final O&M Manuals and Turnover Documentation – Not to exceed 180 days from invoice date	5%

Vogelsang USA: Need a minor change to payment terms

ATTACHMENT C

(PRICING BREAKDOWN / OPTION PRICING)

1. **PRICING BREAKDOWN**

Item #	Description	QTY	UOM	Unit Price	Extended Price
1	Heavy Duty Rotary Lobe Pumps	1	LS	$130,000.00	$130,000.00
2	Technical Field Assistance based on ten (10) hour days, including any per diem (*e.g.*, food, lodging, etc.)		Daily		
3	Round Trip Rate to the Project, including labor wages during travel as well as any travel expenses (*e.g.*, airfare, etc.)		R/T		
4	Security (per Section 13 of the Agreement)				
				AGREEMENT PRICE (TOTAL):	**$130,000.00**

2. **OPTION PRICING**

Each unit adjustment price is the total cost of the specific unit of Work to be billed to Contractor for additions or to be deducted from the Agreement Price for deletions. Each unit price is a firm price, includes furnishing complete the specific unit designated, and includes all associated engineering and design costs and overhead and profit markup.

Item #	Description	QTY	UOM	Unit Price	Price Validity
1					
2					
3					

Vogelsang USA: Technical Field Support was not quoted by Vogelsang USA, LTD, it is provided by local factory trained distributor. This should be removed from our contract.

ATTACHMENT D

(DELIVERABLE SCHEDULE)

A. Engineering/Document Deliverables

Deliverable	Delivery Date / Completion Date
Submittals per Technical Specifications	8 Weeks from Agreement Effective Date
Seller's Electronic Bill of Materials per Attachment N	Thirty (30) days prior to Delivery
Care and Maintenance Fill in Data Sheet	(Per Project Requirements)

B. Material/Equipment Deliverables

Deliverable	Delivery Date / Completion Date
Heavy Duty Rotary Lobe Pumps	16-20 Weeks from written release for production. Weeks from Agreement Effective Date

Vogelsang USA: Please update as shown above:

ATTACHMENT F

(FORM OF SUPPLY BOND)

Bond No. Click here to enter text.
Co. No. Click here to enter text.
Job No.105729

KNOW ALL MEN BY THESE PRESENTS, that we, Click here to enter text. as Principal, and Click here to enter text. as Surety, are held firmly bound unto Kiewit Water Facilities South Co. (hereinafter called the Contractor) in the penal sum of Click here to enter text. for which payment well and truly to be made we do bind ourselves, our heirs, executors, administrators, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that:

WHEREAS, the Principal entered into a certain material contract with the Contractor, dated Click here to enter a date. for Click here to enter text. as part of the performance of a contract between the Contractor and Greater Texoma Utility Authority("GTUA")/City of Sherman dated 9/26/2023 for the City of Sherman Wastewater Treatment Plant South - MBR which material contract and the incorporated portions of the contract shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, if the said Principal shall 1) well and truly perform and fulfill all the undertakings, covenants, terms, conditions, warranties and all other obligations contained in or arising out of said material contract during the original term of said material contract including warranty periods and any extensions thereof that may be granted by the Contractor, with or without notice to the Surety, 2) shall well and truly perform and fulfill those obligations that by their nature extend beyond the term of material contract warranty periods, 3) shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, warranties and all other obligations of any and all duly authorized additions to and modifications of said material contract that may hereafter be made, notice of which additions and modifications to the Surety being hereby waived, 4) shall promptly make payment to all persons or entities providing the Principal directly or indirectly through other tiers with labor, equipment or materials in the prosecution of the work provided for in said material contract, and

any and all duly authorized additions to and modifications of said material contract that may hereafter be made, 5) shall promptly pay all other obligations incurred by the Principal in connection with such work, and 6) shall defend, indemnify and hold harmless the Contractor and Owner from any claims, demands, liens or suits by any person or entity on account of such labor, equipment, material or other benefits and obligations, then this obligation to be void; otherwise to remain in full force and effect.

The bond specifically covers all damages for which the Principal is liable to the Contractor under said material contract, including, but not limited to legal, design professional and delay damages suffered by the Contractor as a result of the Principal's failure to well and truly perform and fulfill all the undertakings, covenants, terms, conditions, warranties and all other obligations and agreements of said material contract.

Without limitations of the foregoing, in the event that the Contractor exercises its right to terminate for default or take over the work of Principal, the Surety will upon notice take immediate action to fulfill its obligations under the bond and indemnify and reimburse Contractor for costs and damages incurred. The Surety recognizes that time is of the essence and agrees that Contractor is permitted to take reasonable actions after Principal's default which are necessary to maintain the Project schedule and complete the work.

No suit or action shall be commenced under the payment portion of this bond by any claimant unless claimant, other than one having a direct contract with the Principal, shall have given written notice to the Surety, within ninety (90) days after such claimant performed or furnished the last of the labor, equipment, or material for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party for whom the labor, equipment or material was performed or furnished. Such notice shall be served by mailing the same by such form of mailing as which will provide a mailing receipt evidencing the fact of mailing and delivery to any office of the Surety which is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the project is located. For claimants who meet the above condition and for claimants with a direct contract with the Principal, the intent of this bond is for such claimants to have the status of third party beneficiaries of this bond.

Unless the Surety has notified the Contractor in writing of a prior claim by the Surety to any sums earned by the Principal under said material contract, the Contractor may, at its option and without notice to the Surety, pay to the Principal any sums earned by the Principal under said material contract, including any retained percentage thereon, prior to the time of final approval and acceptance of the Principal's work and materials by the Owner; and such payment shall not diminish Surety's obligation under the bond.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this Click here to enter text. day of Click here to enter text., 20__, the name and corporate seal of each corporate party being affixed hereto and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:

_____

_____

Principal

_____

(Affix Corporate Seal)

_____ By:_____

_____

ATTEST: _____

_____

Corporate Seal

_____

_____

Address

_____

_____

_____ By*_____

_____

*Bond must be executed by an Officer of the Bonding

Vogelsang USA: Vogelsang will not provide a supplier bond

M. MATERIAL CERTIFICATIONS

As required in the Technical Specifications, Seller shall submit Certified Mill Test Reports, Material Test Reports, or Certificates of Conformance for materials such as steel plates & shapes, piping, fittings, valves, copper, elastomers, etc.

O. NON-DESTRUCTIVE EXAMINATION (NDE)

If required by the applicable Codes, Standards and/or Technical Specifications, Seller shall perform and submit to Contractor the results of all the required NDE on any castings, forgings or billets prior to commence machining. All welds performed by Seller shall be subject to the Non-Destructive Examinations (NDE) prescribed by the applicable Codes, Standards and/or technical specifications. Welding NDE includes, but are not limited to: radiographic inspections, ultrasonic examination, and surface examination (liquid penetrant dye, magnetic particle testing, etc.). An acceptable method of weld identification and film location markers shall be implemented.

In addition to the NDE records, if required by applicable Codes, Standards and/or technical specifications, a record shall be kept for each weld indicating as a minimum: (a) positive identification of the weld and cross reference to the relevant drawing; (b) material, (c) type of weld (d) type of electrode/weld material, any pre-heat or post-weld treatment, name of welder, date and time the weld was made.

Vogelsang USA: These were not quoted and will not be provided

ATTACHMENT S
(ADDITIONAL CONTRACT REQUIREMENTS)

1. *Furnish, Install, Perform, Provide:*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

5. Specifications are written in modified brief style. Requirements apply to all Work of the same kind, class, and type even though the word "all" is not stated.

6. Simple imperative sentence structure is used which places a verb as the first word in the sentence. It is understood that the words "furnish", "install", "provide", or similar words include the meaning of the phrase "The CMAR shall..." before these words.

2. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

Vogelsang USA LTD: We have quoted no installation or field services, or training.

Remin

Respectfully,

Inside Sales

VOGELSANG

7966 St. Rt. 44, PO Box 751
Ravenna, OH 44266

Phone: (330) 520-2230
Fax: (330) 296-4113
sales@vogelsangusa.com
www.vogelsangusa.com

From: Sales <sales@vogelsangusa.com>
Sent: Wednesday, December 13, 2023 8:24 AM
To: Kate.White <Kate.White@kiewit.com>
Subject: RE: City of Sherman Project Material Contract

Hi Kate,

Good Morning!

Could you please advise Vogelsang quote ref# for which the attached quote has been sent?

Remin

From: Kate.White <Kate.White@kiewit.com>
Sent: Wednesday, December 13, 2023 10:17 AM
To: Sales <sales@vogelsangusa.com>
Subject: City of Sherman Project Material Contract

Good Morning,

Please see the attached Material Contract for the City of Sherman Wastewater Treatment Plant Project.

Upon your review, please respond with your approval.

Also, please send a copy of your W9 and insurance certificate at your earliest convenience.

Please let me know if you have questions.

Thank you,

<image001.jpg>

Kate White
Supply Chain Specialist III / Kiewit Supply Network

KIEWIT CORPORATION
(480) 521-3312 (cell)
kate.white@kiewit.com

Charles.Wampler

From: Ron Mick <ron.mick@plussixengineering.com>
Sent: Friday, February 16, 2024 8:58 AM
To: Charles.Wampler; Thomas.Young-PTR; Brian.Beach-PTR; Pruitt, Tom; Clint A. Philpott; Alan.Davis-PTR; van der Wege, Sherri; Hugh Brightwell
Cc: Kory.Kyllo; Colin.Bunker; James.Goyer; Michael.Odrowski; Kate.White; Andrew.Lattof
Subject: RE: [External]Answers to Conversion today

Charles,

This looks like good news! If I follow the logic from Vogelsang correctly, they had a computer error in their estimating system that was affected their revised proposal that they have corrected so the total added cost to provide the pumps per the updated specification (provided after bid opening) is now more in line with what would be expected.

Total impact from $242,787.14 to $79,699.73.

I think this should be approved and since the updated specification needs to be made official in Kiewit's contract, a Work Change Directive should be issued with the updated specification.

I have the WCD drafted. Engineering, the specification (42 23 15 – Pumps, Heavy Duty Rotary Lobe) I have is the one sent to Mike Odrowski on 1/4/24. Is that the correct version? I intend to attach it to the WCD.

Thanks,
Ron

Ron Mick, P.E.
Senior Project Manager
Plus Six Engineering, LLC
512-632-5837

From: Charles.Wampler <Charles.Wampler@kiewit.com>
Sent: Friday, February 16, 2024 6:22 AM
To: Thomas.Young-PTR <tyoung@plummer.com>; Brian.Beach-PTR <bbeach@plummer.com>; Pruitt, Tom <tomp@cityofsherman.com>; Clint A. Philpott <clintp@cityofsherman.com>; Alan.Davis-PTR <adavis@plummer.com>; van der Wege, Sherri <svanderwege@plummer.com>; Ron Mick <ron.mick@plussixengineering.com>; Hugh Brightwell <HBrightwell@pape-dawson.com>
Cc: Kory.Kyllo <kory.kyllo@kiewit.com>; Colin.Bunker <Colin.Bunker@kiewit.com>; James.Goyer <James.Goyer@Kiewit.com>; Michael.Odrowski <Michael.Odrowski@kiewit.com>; Kate.White <Kate.White@kiewit.com>; Andrew.Lattof <Andrew.Lattof@kiewit.com>
Subject: FW: [External]Answers to Conversion today
Importance: High

Hi,
Please see below on Vogelsang. Their base bid was $130,000.00; therefore, their change price is **$59,271.00** and the below the line is **$79,699.73** (includes CMAR markups)**.** Can someone please approve, and we will get this moving?
Thanks,
Charles

From: Michael.Odrowski <Michael.Odrowski@kiewit.com>
Sent: Thursday, February 15, 2024 5:22 PM
To: Colin.Bunker <Colin.Bunker@kiewit.com>; James.Goyer <James.Goyer@Kiewit.com>; Charles.Wampler <Charles.Wampler@kiewit.com>
Cc: Kate.White <Kate.White@kiewit.com>; Andrew.Lattof <Andrew.Lattof@kiewit.com>; Kory.Kyllo <kory.kyllo@kiewit.com>
Subject: FW: [External]Answers to Conversion today
Importance: High

Kate and I confirmed with Mark that his v.02 quote of $310,555.65 will be revised to v.03 quote of $189,271.00. Took us both a couple of days to dig into what should be the valid pricing given the changes, but we got there!

121K T&M price drop below the line is good news to COS. Suggest we finalize the PO and work towards improving delivery time.

Mike

Kiewit

MICHAEL ODROWSKI, PE, PMP
Engineering Project Manager

KIEWIT ENGINEERING GROUP INC.
8900 Renner Blvd, Lenexa, KS 66219
Mailstop: K4.4.A.405
913-689-1627 direct
www.kiewit.com

From: Mark McCoy <markm@vogelsangusa.com>
Sent: Thursday, February 15, 2024 4:20 PM
To: Kate.White <kate.white@kiewit.com>; Michael.Odrowski <Michael.Odrowski@kiewit.com>
Cc: fwillms@ei2water.com
Subject: [External]Answers to Conversion today
Importance: High

Earlier this afternoon Michael and I had a conversion on the revision 2 pricing structure. Some of the correspondence I never received due to my hiring with Vogelsang. We had an internal teams call this afternoon with the goal being to understand the pricing structure versus revision 1. As we all are aware there were changes etc. that was requested to get us to this point.
We finally located the issue. The discount structure utilized on the Rev. 01 “was not” incorporated into your pro-alpha system even though it confirmed it had been incorporated. Interesting fact, we would have caught this on the back end once the order had been processed and would we have made the correction during this process. This somehow ended up being a glitch and has since been resolved.
The final revision 2 number is $189,271.00. We apologize for this unique situation and hope this clears up any questions moving forward.
Please feel free to contact me for additional questions.

Respectfully,

Mark McCoy
Southwest Regional Sales Manager

VOGELSANG

Ravenna, OH 44266

Mobile: 3303106482
Fax: (330) 296-4113
markm@vogelsangusa.com
www.vogelsangusa.com

Quote

Customer:
City of Sherman
Kate White
1800 E FM 1417
Sherman, TX 75090
United States
(903) 892-7275

Bill To:
City of Sherman
1800 E FM 1417
Sherman, TX 75090
USA

VOGELSANG
ENGINEERED TO WORK

Quote #: **130202** v. **02**

Date: 02.05.2024
No. of Pages: 12
Valid To: 05.05.2024
Delivery Terms: PPA (PrePay and Add)
Credit Terms: Cash In Advance
Project Name: City of Sherman South WWTP - MBR Equipme
Ship Via: CH Robinson (Vogelsang Acct)

Revision Remark

02/05/24 ReminR -> 02: We received confirmation on the two questions below:
1.Please confirm that the duty point revision is for tag 800-PMP-001,002? 75 GPM =• 200 GPM, 45TDH
2.Do we need to provide SS baseplates for all the pumps or just for the above tags? Yes 316 SS baseplates
Thanks,

Kate White

11/01/23 ReminR -> 01: Revise to addendum#1 & 2 review
Item 1-7:
Specifications, Section 43 23 15-PS, PUMPS, HEAVY DUTY ROTARY LOBE:1. Refer to Part 1.1.B.2.:
Replace “3 waste activated sludge (WAS) pumps” with “2 waste activated sludge (WAS) pumps.”
2. Refer to “Pump Data Sheet” subsection:
a. Replace Equipment Tag Number(s) in their entirety for WAS to SST with “600-WSP-111, -121.”
b. Replace Equipment Tag Number(s) in their entirety for SST to Blend Tank with “800-PMP-001, 002.”
c. Change “Quantity” for WAS to SST from “3 (1 per basin)” to “2.”
d. Change “Rated Capacity at Max Static Head” for WAS to SST from “33 ft” to “32 ft.”
e. Replace “Pump System Curve – WAS TO SST” and with Attachment 2 – AD-1.

Comment

Please reference our Quote # on the PO.

Any item not specifically listed in the quotation will not be supplied by Vogelsang.

Questions? Please contact Mark McCoy at (330) 310-6482 or markm@vogelsangusa.com

Line #	P/N# / Description	List Price Each	Blended Disc %	Qty	Ext. Net Price	Delivery ARO
	SECTION 43 23 15-PS PUMPS, HEAVY DUTY ROTARY LOBE					
	Provided by others – Installation, controls, anchor bolts, gauges and VFD’s **Provided by others - All field services required of the manufacturer are provided by Vogelsang’s local factory trained distributor, and not included in this scope of supply, and no funds included.** **Base plates will be Stainless Steel (SS 304)**					

Verify materials of construction are compatible with your process, as Vogelsang does not warrant against chemical incompatibility.
Quoted delivery time subject to prior sale.

Quote

Quote #:**130202** v.**02**

Line #	P/N# Description	List Price Each	Blended Disc %	Qty	Ext. Net Price	Delivery ARO

1.7 SITE CONDITIONS
D. Environmental Conditions:
4. In regards to the min ambient temperature, it would be best that the entire pump and piping be heated, either by a heat blanket, enclosure, etc due to the low temperature. The supply and installation of these heating units and accessories should be arranged by a third party.

2.2 PUMPING UNIT CONSTRUCTION
B. Rotorcase
Vogelsang pump housing has top and bottom housing segments allows the pump to remain in in capacity longer without replacing any parts, through adjusting the housing segments to accommodate for wear. Hence, radial liners are not required due to the design of our housing segments. Also, the ability to be hardened is limited for radial liner (230 Hb). We are offering hardned housing and wear plate with hardness upto 700+.

D. Gearcase
1. Only the wetted parts will be SS.

F. Mechanical Seals
Pumps are having VOgelsang cartridge single mechanical block ring type seal. The hard Block Ring surface is wear resistant, especially against fibrous, abrasive and corrosive material. Any abrasion affects only the Block-Ring, not the seal itself.

2.5 MOTORS
Motors are IEEE841 with Cls F insulation and Cls B temp rise. Motors will be provided with heater

Testing & QA Requirements
We will be offering the following tests:
1. Witnessed Hydrostatic Test: Pressure will be 1.5 x operating pressure
2. Witnessed Performance Test: As per HI std
3. 3.1 / 2.2 Material Certification for the wetted parts as per DIN EN 10204
4. PMI as per DIN 51418-1:2008-08 & DIN 51418-2:2015-03
5. LPT on welds as per DIN EN ISO 3452 & 17635
6. Paint thickness as per DIN ISO 2808
7. Visual inspection test as per DIN ISO 2768-1
8. Standard IEEE841 motor test report as per mfg standard

Balancing is a common requirement for centrifugal pumps, not for rotary lobe pumps. Balancing of the shafts of our rotary lobe pumps is not necessary. Our rotary lobe pumps are operated at significantly lower speeds than centrifugal pumps, which makes balancing redundant. The vibrations resulting from the unbalance of the shafts within our tolerances do not cause any problem for the equipment.

City of Sherman South WWTP - MBR Equipment Package 4 / Sludge, Waste Activated / 1 % Solids / 100 gpm @ 13.89 psi (32 ft of head)
Tag: 600-WSP-111, 600-WSP-121

1.0	# 10.1017 VX136-105 In-Line AssemblyPump Assembly	$ 55,006.22	0.00%	2	$ 110,012.44	6 Week(s)

1	USIL.1018 Base Plate with RisersVX136-Q, SK272-180TC 8S, Stainless Steel	5,313.07	0.00%	5,313.07	1	5,313.07
2	PPK0008555 Rotary Lobe PumpVX136-105QP Centering Step	33,324.96	0.00%	33,324.96	1	33,324.96
3	USEM0904 WEG Motor, 5 HP, 1750 RPM3 PH, 460V, 60 HZ, 184TC IP55, TEFC, SF 1.15CL1 D2 GP D, IEEE841	2,998.14	0.00%	2,998.14	1	2,998.14

Quote

Quote #:**130202** v.**02**

Line #	P/N# Description			List Price Each	Blended Disc %	Qty	Ext. Net Price	Delivery ARO
4	SK372.1-180TC-6.89 Gear Reducer	805.89	0.00%	805.89		1	805.89	
5	8HS 8HS Hytrel Sleeve Split	405.23	0.00%	405.23		1	405.23	
6	8S42MM Flange, Driven, 8S x 42MM	80.00	0.00%	80.00		1	80.00	
7	8S1 Size 8 sureflex flange 1" bore	124.69	0.00%	124.69		1	124.69	
8	GPA.060.E Pump Connector 136-1054 inch ASME B16.5 RF 150 lbs Permissible Pressure: 8 bar1.4571 glass beaded	2,886.09	0.00%	2,886.09		2	5,772.18	
9	DFD.033.P Pump Flange Gasket136-105 AF42, 2 mm	31.06	0.00%	31.06		2	62.12	
10	NUS.004.EE WasherA Ø 10,5 mm x Ø 20 mm x 2 mm DIN 125 A4	0.41	0.00%	0.41		24	9.84	
11	NSK.083 Hexagon Head BoltM 10 x 25 mm DIN 933 1.4571 70	5.87	0.00%	5.87		24	140.88	
12	PSG.014 Buffer Fluid TankPolycarbonate, Opaque 0,29 l NBR 60 °C, Pressure Range 0 -10 bar	454.87	0.00%	454.87		1	454.87	
13	48x78Pallet 48"x78" Custom PalletWeight Limit 1300lb	105.00	0.00%	105.00		1	105.00	
14	VUSA.0142 Assembly Serial Tag6 x 13 cm .032" Thick Stainless Steel	5.90	0.00%	5.90		1	5.90	
15	VUSA.0247 Pump Assembly Safety Label	13.15	0.00%	13.15		1	13.15	
16	VUSA.0080 Made in USA Label2.875" Circle Label Stock ePlanet Label#LT2785-6CJHG	0.30	0.00%	0.30		1	0.30	
18	TEST HI3641 Hydraulic Institute 3.6.4.1Performance Test - Acceptance Level B	600.00	0.00%	600.00		1	600.00	
19	WITNESS TEST HI3641 Witness HI 3.6.4.1 TestPerformance Test - Acceptance Level B - Does not include anyfunds for travel or lodging	600.00	0.00%	600.00		1	600.00	

Verify materials of construction are compatible with your process, as Vogelsang does not warrant against chemical incompatibility.
Quoted delivery time subject to prior sale.

Quote

Quote #:**130202** v.**02**

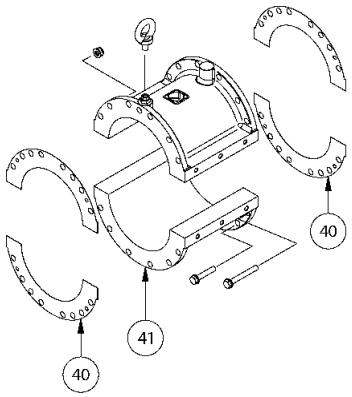
Line #	P/N# Description			List Price Each	Blended Disc %	Qty	Ext. Net Price	Delivery ARO
20	TEST HI365 Hydraulic Institute 3.6.5Hydrostatic Test	300.00	0.00%	300.00		1	300.00	
21	WITNESS TEST HI365 Witness HI 3.6.5 TestHydrostatic Test Does not include any funds fortravel or lodging	600.00	0.00%	600.00		1	600.00	
22	TEST SOUND LEVEL Test Sound Levelper Vogelsang test procedure	600.00	0.00%	600.00		1	600.00	
23	WITNESS TEST SOUND Witness Sound Level TestDoes not include any funds for funds for travel or lodging	600.00	0.00%	600.00		1	600.00	
24	TEST HI964 Hydraulic Institute 9.6.4Vibration Testing	400.00	0.00%	400.00		1	400.00	
25	WITNESS TEST HI964 Witness HI 9.6.4 TestVibration Test Does not include any funds fortravel or lodging	600.00	0.00%	600.00		1	600.00	
26	TEST SEISMIC Seismic Calculations by aProfessional Engineer	1,090.00	0.00%	1,090.00		1	1,090.00	

Pump Spare Parts for Line # 1

1.2	# 11.000455 VX136-105 Housing Segments Stainless Steel, Injection **I** TC Coated	$ 12,638.58	0.00%	1	$ 12,638.58	8 Week(s)

Each kit contains the following components

40: (4) DAD.007 - Flat Gasket R136, V/VX136
41: (2) PGP.B123.E.G1 - Pump Housing Segment 136-105

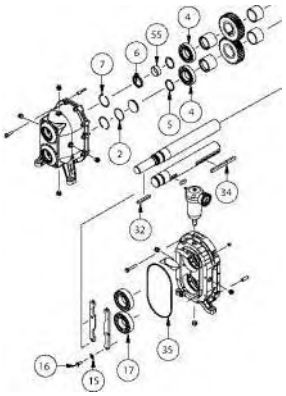
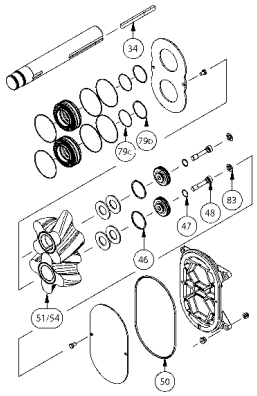


1.3	# 11.000211 VX136Q Bearing Change NBR O-Rings, NBR Lip Seal	$ 1,192.33	0.00%	1	$ 1,192.33	6 Week(s)

Each kit contains the following components

Quote

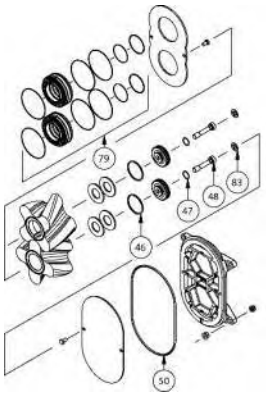
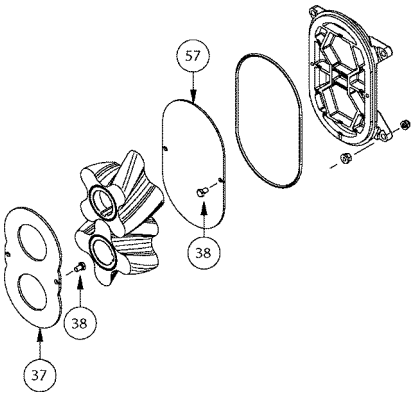
Quote #:**130202** v.**02**

Line #	P/N# Description	List Price Each	Blended Disc %	Qty	Ext. Net Price	Delivery ARO
	35: (1) DOR.035 - O-Ring 17: (2) NLG.026 - Radial Spherical Roller 15: (6) NUS.066 - Locking plate 16: (6) NSK.027 - Hexagon Head Bolt 04: (2) NLG.029 - Cylindrical Roller Bearing 05: (2) NSR.010 - Retaining Ring 55: (1) NIR.019 - Inner Ring 06: (1) DWD.060.HNB - Shaft seal ring BABSL 07: (2) NSR.034 - Multi-Disk Ring 02: (1) DOR.086 - O-Ring 32: (1) NPF.046 - Fitting Key : (1) S-4062 - Box 6x6x6 : (3) S-5250 - Cardboard Pad 6 x 6					
1.4	# 11.000092 VX136-105 SS Pump Lobe Kit NBR, HiFlo, Black Lobes NBR O-Rings **Each kit contains the following components**	$ 1,437.23	0.00%	1	$ 1,437.23	3 Week(s)
	48: (2) PRS.105.E - Strain Bolt 46: (2) DOR.084 - O-Ring 47: (2) DOR.021 - O-Ring 50: (1) DOR.051 - O-Ring 34: (2) NPF.011 - Fitting Key 51: (1) PKB.B102.TL.NB - Rotary Lobe 51: (1) PKB.B102.TR.NB - Rotary Lobe 79c: (2) DOR.041 - O-Ring 79d: (2) NUS.029 - Shim 83: (2) NST.017 - Cover : (1) S-13293 - Box 12x7x5 : (3) S-13339 - Cardboard Pad 6 x 9					
1.5	# 11.000088 VX136 SS Pump Seal Kit Cartridge SS316 - TC/SiC NBR O-Rings **Each kit contains the following components**	$ 5,443.85	0.00%	1	$ 5,443.85	3 Week(s)

Verify materials of construction are compatible with your process, as Vogelsang does not warrant against chemical incompatibility.
Quoted delivery time subject to prior sale.

Quote

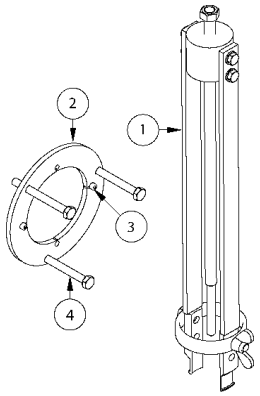
Quote #:**130202** v.**02**

Line #	P/N# Description	List Price Each	Blended Disc %	Qty	Ext. Net Price	Delivery ARO
	46: (2) DOR.084 - O-Ring 50: (1) DOR.051 - O-Ring 48: (2) PRS.105.E - Strain Bolt 47: (2) DOR.021 - O-Ring 79: (2) PBT.B010.E - Cartridge Mechanical Seal 83: (2) NST.017 - Cover 98: (1) VUSA.0508 - Seal Kit Box 9x9x9 99: (1) VUSA.0509 - Seal Kit Box Foam : (1) S-13339 - Cardboard Pad 6 x 9					
1.6	# 11.000491 VX136-Q Wear Plates 316 Stainless Steel, TC plated **Each kit contains the following components** 37/57: (2) PFL0268 - Wear plate VX136 : (2) DAD.B004 - Shim : (2) DAD.B005 - Shim 38: (4) NSK.025.EE - Hexagon Head Bolt : (1) S-11216 - Box for VX136 Wear Plates : (1) S-3195 - Cardboard Pad 8 x 8	$ 3,462.31	0.00%	1	$ 3,462.31	8 Week(s)
						
1.7	# 11.000228 SPECIAL TOOLS, consisting of (One) mechanical seal removal, and (One) Lobe Puller for all VX136 70 - 210Q Pumps. **Each kit contains the following components**	$ 467.11	0.00%	1	$ 467.11	1 Week(s)

Quote

Quote #:**130202** v.**02**

Line #	P/N# Description	List Price Each	Blended Disc %	Qty	Ext. Net Price	Delivery ARO
	01: (1) PBA.B001.TL - Lobe Puller 02: (1) PBA.B020.N1 - Installation Tool, Cartridge 03: (2) NSI.155 - Cylinder Head Bolt 04: (3) NSK.155 - Hexagon Head Bolt					



City of Sherman South WWTP - MBR Equipment Package 4 / Sludge, Waste Activated / 1 % Solids / 200 gpm @ 19.53 psi (45 ft of head)
Tag: 800-PMP-001, 800-PMP-002

2.0	# 10.1019 VX136-210 In-Line AssemblyPump Assembly	$ 64,190.12	0.00%	2	$ 128,380.24	11 Week(s)

1	USIL.1018 Base Plate with RisersVX136-Q, SK272-180TC 8S, Stainless Steel	5,313.07	0.00%	5,313.07	1	5,313.07
2	PPK0008647 Rotary Lobe PumpVX136-210QP Centering Step	41,346.42	0.00%	41,346.42	1	41,346.42
3	USEM0904 WEG Motor, 5 HP, 1750 RPM3 PH, 460V, 60 HZ, 184TC IP55, TEFC, SF 1.15CL1 D2 GP D, IEEE841	2,998.14	0.00%	2,998.14	1	2,998.14
4	SK372.1-180TC-6.89 Gear Reducer	805.89	0.00%	805.89	1	805.89
5	8HS 8HS Hytrel Sleeve Split	405.23	0.00%	405.23	1	405.23
6	8S42MM Flange, Driven, 8S x 42MM	80.00	0.00%	80.00	1	80.00
7	8S1 Size 8 sureflex flange 1" bore	124.69	0.00%	124.69	1	124.69
8	GPA.016.E Connector 136- 210 Gooseneck6" ANSI B16.5 150 lbs RF Stainless Steel Glass Beaded	3,437.50	0.00%	3,437.50	2	6,875.00
9	DFD.006.P Pump Flange Gasket136-210 AF42, 2 mm	48.31	0.00%	48.31	2	96.62

Quote

Quote #:**130202** v.**02**

Line #	P/N# Description			List Price Each	Blended Disc %	Qty	Ext. Net Price	Delivery ARO
10	NUS.004.EE WasherA Ø 10,5 mm x Ø 20 mm x 2 mm DIN 125 A4	0.41	0.00%	0.41	28	11.48		
11	NSK.083 Hexagon Head BoltM 10 x 25 mm DIN 933 1.4571 70	5.87	0.00%	5.87	28	164.36		
12	PSG.014 Buffer Fluid TankPolycarbonate, Opaque 0,29 l NBR 60 °C, Pressure Range 0 -10 bar	454.87	0.00%	454.87	1	454.87		
13	48x78Pallet 48"x78" Custom PalletWeight Limit 1300lb	105.00	0.00%	105.00	1	105.00		
14	VUSA.0142 Assembly Serial Tag6 x 13 cm .032" Thick Stainless Steel	5.90	0.00%	5.90	1	5.90		
15	VUSA.0247 Pump Assembly Safety Label	13.15	0.00%	13.15	1	13.15		
16	VUSA.0080 Made in USA Label2.875" Circle Label Stock ePlanet Label#LT2785-6CJHG	0.30	0.00%	0.30	1	0.30		
18	TEST HI3641 Hydraulic Institute 3.6.4.1Performance Test - Acceptance Level B	600.00	0.00%	600.00	1	600.00		
19	WITNESS TEST HI3641 Witness HI 3.6.4.1 TestPerformance Test - Acceptance Level B - Does not include anyfunds for travel or lodging	600.00	0.00%	600.00	1	600.00		
20	TEST HI365 Hydraulic Institute 3.6.5Hydrostatic Test	300.00	0.00%	300.00	1	300.00		
21	WITNESS TEST HI365 Witness HI 3.6.5 TestHydrostatic Test Does not include any funds fortravel or lodging	600.00	0.00%	600.00	1	600.00		
22	TEST SOUND LEVEL Test Sound Levelper Vogelsang test procedure	600.00	0.00%	600.00	1	600.00		
23	WITNESS TEST SOUND Witness Sound Level TestDoes not include any funds for funds for travel or lodging	600.00	0.00%	600.00	1	600.00		
24	TEST HI964 Hydraulic Institute 9.6.4Vibration Testing	400.00	0.00%	400.00	1	400.00		
25	WITNESS TEST HI964 Witness HI 9.6.4 TestVibration Test Does not include any funds fortravel or lodging	600.00	0.00%	600.00	1	600.00		

Verify materials of construction are compatible with your process, as Vogelsang does not warrant against chemical incompatibility.
Quoted delivery time subject to prior sale.

Quote

Quote #:**130202** v.**02**

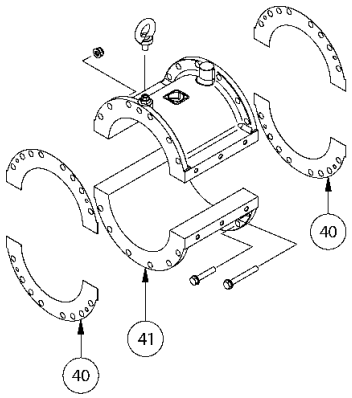
Line #	P/N# Description	List Price Each	Blended Disc %	Qty	Ext. Net Price	Delivery ARO
26	TEST SEISMIC 1,090.00 0.00% Seismic Calculations by aProfessional Engineer	1,090.00		1	1,090.00	

Pump Spare Parts for Line # 2

2.2	# 11.000457 VX136-210 Housing Segments Stainless Steel, Injection I TC Coated	$ 17,394.36	0.00%	1	$ 17,394.36	10 Week(s)

Each kit contains the following components

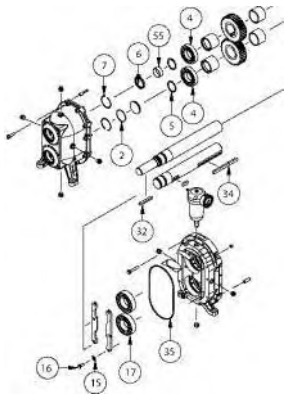
40: (4) DAD.007 - Flat Gasket R136, V/VX136
41: (2) PGP.B121.E.G1 - Pump Housing Segment 136-210



2.3	# 11.000211 VX136Q Bearing Change NBR O-Rings, NBR Lip Seal	$ 1,192.33	0.00%	1	$ 1,192.33	6 Week(s)

Each kit contains the following components

35: (1) DOR.035 - O-Ring
17: (2) NLG.026 - Radial Spherical Roller
15: (6) NUS.066 - Locking plate
16: (6) NSK.027 - Hexagon Head Bolt
04: (2) NLG.029 - Cylindrical Roller Bearing
05: (2) NSR.010 - Retaining Ring
55: (1) NIR.019 - Inner Ring
06: (1) DWD.060.HNB - Shaft seal ring BABSL
07: (2) NSR.034 - Multi-Disk Ring
02: (1) DOR.086 - O-Ring
32: (1) NPF.046 - Fitting Key
: (1) S-4062 - Box 6x6x6
: (3) S-5250 - Cardboard Pad 6 x 6

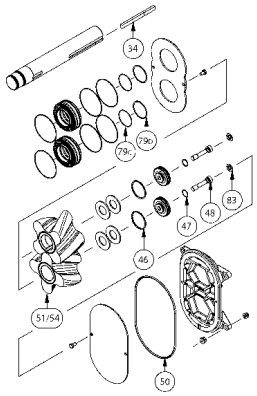
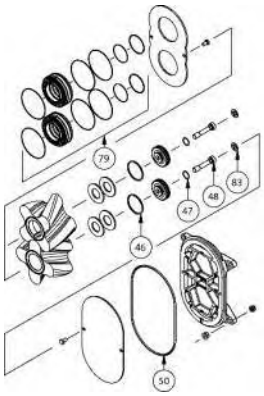


2.4	# 11.000104 VX136-210 SS Pump Lobe Kit NBR, HiFlo, Black Lobes NBR O-Rings	$ 2,676.78	0.00%	1	$ 2,676.78	3 Week(s)

Each kit contains the following components

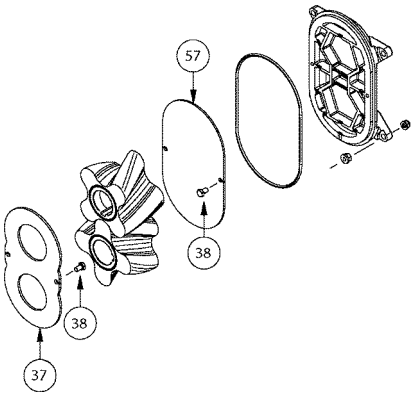
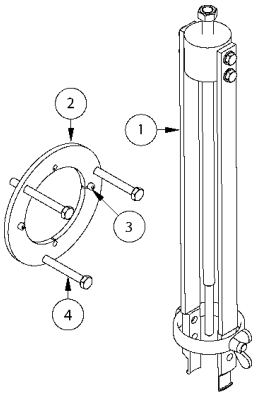
Quote

Quote #:**130202** v.**02**

Line #	P/N# Description	List Price Each	Blended Disc %	Qty	Ext. Net Price	Delivery ARO
	48: (2) PRS.105.E - Strain Bolt 46: (2) DOR.084 - O-Ring 47: (2) DOR.021 - O-Ring 50: (1) DOR.051 - O-Ring 34: (2) NPF.011 - Fitting Key 51: (2) PKB.B102.TL.NB - Rotary Lobe 51: (2) PKB.B102.TR.NB - Rotary Lobe 79c: (2) DOR.041 - O-Ring 79d: (2) NUS.029 - Shim 34: (2) NPF.012 - Fitting Key 83: (2) NST.017 - Cover : (2) S-13293 - Box 12x7x5 : (5) S-13339 - Cardboard Pad 6 x 9					
2.5	# 11.000088 VX136 SS Pump Seal Kit Cartridge SS316 - TC/SiC NBR O-Rings **Each kit contains the following components** 46: (2) DOR.084 - O-Ring 50: (1) DOR.051 - O-Ring 48: (2) PRS.105.E - Strain Bolt 47: (2) DOR.021 - O-Ring 79: (2) PBT.B010.E - Cartridge Mechanical Seal 83: (2) NST.017 - Cover 98: (1) VUSA.0508 - Seal Kit Box 9x9x9 99: (1) VUSA.0509 - Seal Kit Box Foam : (1) S-13339 - Cardboard Pad 6 x 9	$ 5,443.85	0.00%	1	$ 5,443.85	3 Week(s)
						
2.6	# 11.000491 VX136-Q Wear Plates 316 Stainless Steel, TC plated **Each kit contains the following components**	$ 3,462.31	0.00%	1	$ 3,462.31	8 Week(s)

Quote

Quote #:**130202** v.**02**

Line #	P/N# Description	List Price Each	Blended Disc %	Qty	Ext. Net Price	Delivery ARO
	37/57: (2) PFL0268 - Wear plate VX136 : (2) DAD.B004 - Shim : (2) DAD.B005 - Shim 38: (4) NSK.025.EE - Hexagon Head Bolt : (1) S-11216 - Box for VX136 Wear Plates : (1) S-3195 - Cardboard Pad 8 x 8					
2.7	# 11.000228 SPECIAL TOOLS, consisting of (One) mechanical seal removal, and (One) Lobe Puller for all VX136 70 - 210Q Pumps. **Each kit contains the following components** 01: (1) PBA.B001.TL - Lobe Puller 02: (1) PBA.B020.N1 - Installation Tool, Cartridge 03: (2) NSI.155 - Cylinder Head Bolt 04: (3) NSK.155 - Hexagon Head Bolt	$ 467.11	0.00%	1	$ 467.11	1 Week(s)
						
Additional Tests which are not inlcuded in line#1 & line#2						
3.1 / 2.2 Material Certification for Wetted Parts as per DIN EN 10204						
3.2	# Project Charge Project Charge	$ 900.00	0.00%	4	$ 3,600.00	1 Week(s)
Material identification PMI DIN 51418-1:2008-08 & DIN 51418-2:2015-03						
3.4	# Project Charge Project Charge	$ 1,800.00	0.00%	4	$ 7,200.00	1 Week(s)
Dye penetrant testing Based on DIN EN ISO 3452 & 17635						
3.6	# Project Charge Project Charge	$ 600.00	0.00%	4	$ 2,400.00	1 Week(s)
Main dimension as per DIN ISO 2768-1						
3.8	# Project Charge	$ 80.00	0.00%	4	$ 320.00	1 Week(s)

Verify materials of construction are compatible with your process, as Vogelsang does not warrant against chemical incompatibility.
Quoted delivery time subject to prior sale.

Quote

Quote #:**130202** v.**02**

Line #	P/N# Description	List Price Each	Blended Disc %	Qty	Ext. Net Price	Delivery ARO
	Project Charge					
3.9	# TEST PAINT Test Paint Dry Film Thickness per Vogelsang test procedure	$ 250.96	0.00%	4	$ 1,003.84	1 Week(s)
	Project Discount				**-121,397.88 $**	
4.1	# Project Discount Project Discount	$ -24.81	0.00%	1	$ -24.81	1 Week(s)

Net Total with 0.00% Sales Tax

Subtotal:	$	186,771.98
Freight:		2,474.00
Packaging:		25.00
Taxes:		0.00
Quote Total:	**$**	**189,270.98**

Scope

Provided By:
City of Sherman
Kate White
1800 E FM 1417
Sherman, TX 75090
(903) 892-7275

VOGELSANG

Quote #: **130202** v. **02**

Date: 02.05.2024
No. of Pages: 11
Valid To: 05.05.2024
Delivery Terms: PPA (PrePay and Ad
Credit Terms: Cash In Advance
Project Name: City of Sherman South WWTP - MBR Equipme

Any item not specifically listed in the quotation will not be supplied by Vogelsang.

Questions? Please contact Mark McCoy at (330) 310-6482 or markm@vogelsangusa.com

Line #	P/N#	Qty
	Description	

Scope

Quote #: **130202** v.**02**

Line #	P/N# Description	Qty

SECTION 43 23 15-PS PUMPS, HEAVY DUTY ROTARY LOBE

Provided by others – Installation, controls, anchor bolts, gauges and VFD's
Provided by others - All field services required of the manufacturer are provided by Vogelsang's local factory trained distributor, and not included in this scope of supply, and no funds included.
Base plates will be Stainless Steel (SS 304)

1.7 SITE CONDITIONS
D. Environmental Conditions:
4. In regards to the min ambient temperature, it would be best that the entire pump and piping be heated, either by a heat blanket, enclosure, etc due to the low temperature. The supply and installation of these heating units and accessories should be arranged by a third party.

2.2 PUMPING UNIT CONSTRUCTION
B. Rotorcase
Vogelsang pump housing has top and bottom housing segments allows the pump to remain in in capacity longer without replacing any parts, through adjusting the housing segments to accommodate for wear. Hence, radial liners are not required due to the design of our housing segments. Also, the ability to be hardened is limited for radial liner (230 Hb). We are offering hardned housing and wear plate with hardness upto 700+.

D. Gearcase
1. Only the wetted parts will be SS.

F. Mechanical Seals
Pumps are having VOgelsang cartridge single mechanical block ring type seal. The hard Block Ring surface is wear resistant, especially against fibrous, abrasive and corrosive material. Any abrasion affects only the Block-Ring, not the seal itself.

2.5 MOTORS
Motors are IEEE841 with Cls F insulation and Cls B temp rise. Motors will be provided with heater

Testing & QA Requirements
We will be offering the following tests:
1. Witnessed Hydrostatic Test: Pressure will be 1.5 x operating pressure
2. Witnessed Performance Test: As per HI std
3. 3.1 / 2.2 Material Certification for the wetted parts as per DIN EN 10204
4. PMI as per DIN 51418-1:2008-08 & DIN 51418-2:2015-03
5. LPT on welds as per DIN EN ISO 3452 & 17635
6. Paint thickness as per DIN ISO 2808
7. Visual inspection test as per DIN ISO 2768-1
8. Standard IEEE841 motor test report as per mfg standard

Balancing is a common requirement for centrifugal pumps, not for rotary lobe pumps. Balancing of the shafts of our rotary lobe pumps is not necessary. Our rotary lobe pumps are operated at significantly lower speeds than centrifugal pumps, which makes balancing redundant. The vibrations resulting from the unbalance of the shafts within our tolerances do not cause any problem for the equipment.

City of Sherman South WWTP - MBR Equipment Package 4 / Sludge, Waste Activated / 1 % Solids / 100 gpm @ 13.89 psi (32 ft of head)
Tag: 600-WSP-111, 600-WSP-121

1.0	# 10.1017 VX136-105 In-Line Assembly	2

Each of the above assemblies contain these individual parts:

No.	Part	Qty
1	USIL.1018 Base Plate with RisersVX136-Q, SK272-180TC 8S, Stainless Steel	1

Verify materials of construction are compatible with your process, as Vogelsang does not warrant against chemical incompatibility.

Scope

Quote #: **130202** v.**02**

Line #	P/N# Description	Qty
2	PPK0008555 Rotary Lobe PumpVX136-105QP Centering Step	1
3	USEM0904 WEG Motor, 5 HP, 1750 RPM3 PH, 460V, 60 HZ, 184TC IP55, TEFC, SF 1.15CL1 D2 GP D, IEEE841	1
4	SK372.1-180TC-6.89 Gear Reducer	1
5	8HS 8HS Hytrel Sleeve Split	1
6	8S42MM Flange, Driven, 8S x 42MM	1
7	8S1 Size 8 sureflex flange 1" bore	1
8	GPA.060.E Pump Connector 136-1054 inch ASME B16.5 RF 150 lbs Permissible Pressure: 8 bar1.4571 glass beaded	2
9	DFD.033.P Pump Flange Gasket136-105 AF42, 2 mm	2
10	NUS.004.EE WasherA Ø 10,5 mm x Ø 20 mm x 2 mm DIN 125 A4	24
11	NSK.083 Hexagon Head BoltM 10 x 25 mm DIN 933 1.4571 70	24
12	PSG.014 Buffer Fluid TankPolycarbonate, Opaque 0,29 l NBR 60 °C, Pressure Range 0 -10 bar	1
13	48x78Pallet 48"x78" Custom PalletWeight Limit 1300lb	1
14	VUSA.0142 Assembly Serial Tag6 x 13 cm .032" Thick Stainless Steel	1
15	VUSA.0247 Pump Assembly Safety Label	1
16	VUSA.0080 Made in USA Label2.875" Circle Label Stock ePlanet Label#LT2785-6CJHG	1

Scope

Quote #: **130202** v.**02**

Line #	P/N# Description	Qty
18	TEST HI3641 Hydraulic Institute 3.6.4.1Performance Test - Acceptance Level B	1
19	WITNESS TEST HI3641 Witness HI 3.6.4.1 TestPerformance Test - Acceptance Level B - Does not include anyfunds for travel or lodging	1
20	TEST HI365 Hydraulic Institute 3.6.5Hydrostatic Test	1
21	WITNESS TEST HI365 Witness HI 3.6.5 TestHydrostatic Test Does not include any funds fortravel or lodging	1
22	TEST SOUND LEVEL Test Sound Levelper Vogelsang test procedure	1
23	WITNESS TEST SOUND Witness Sound Level TestDoes not include any funds for funds for travel or lodging	1
24	TEST HI964 Hydraulic Institute 9.6.4Vibration Testing	1
25	WITNESS TEST HI964 Witness HI 9.6.4 TestVibration Test Does not include any funds fortravel or lodging	1
26	TEST SEISMIC Seismic Calculations by aProfessional Engineer	1

Pump Spare Parts for Line # 1

1.2 # 11.000455 — 1

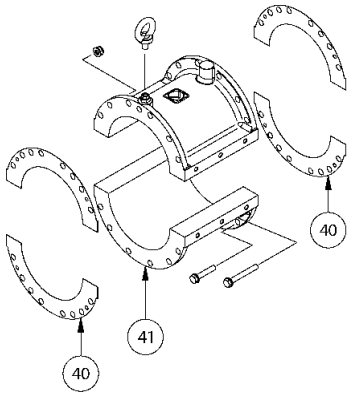
VX136-105 Housing SegmentsStainless Steel, Injection I

TC Coated

Each kit contains the following components

40: (4) DAD.007 - Flat Gasket R136, V/VX136

41: (2) PGP.B123.E.G1 - Pump Housing Segment 136-105



Scope

Quote #: **130202** v.**02**

Line #	P/N# Description	Qty
1.3	# 11.000211 VX136Q Bearing ChangeNBR O-Rings, NBR Lip Seal **Each kit contains the following components** 35: (1) DOR.035 - O-Ring 17: (2) NLG.026 - Radial Spherical Roller 15: (6) NUS.066 - Locking plate 16: (6) NSK.027 - Hexagon Head Bolt 04: (2) NLG.029 - Cylindrical Roller Bearing 05: (2) NSR.010 - Retaining Ring 55: (1) NIR.019 - Inner Ring 06: (1) DWD.060.HNB - Shaft seal ring BABSL 07: (2) NSR.034 - Multi-Disk Ring 02: (1) DOR.086 - O-Ring 32: (1) NPF.046 - Fitting Key : (1) S-4062 - Box 6x6x6 : (3) S-5250 - Cardboard Pad 6 x 6	1
1.4	# 11.000092 VX136-105 SS Pump Lobe KitNBR, HiFlo, Black Lobes NBR O-Rings **Each kit contains the following components** 48: (2) PRS.105.E - Strain Bolt 46: (2) DOR.084 - O-Ring 47: (2) DOR.021 - O-Ring 50: (1) DOR.051 - O-Ring 34: (2) NPF.011 - Fitting Key 51: (1) PKB.B102.TL.NB - Rotary Lobe 51: (1) PKB.B102.TR.NB - Rotary Lobe 79c: (2) DOR.041 - O-Ring 79d: (2) NUS.029 - Shim 83: (2) NST.017 - Cover : (1) S-13293 - Box 12x7x5 : (3) S-13339 - Cardboard Pad 6 x 9	1
1.5	# 11.000088 VX136 SS Pump Seal KitCartridge SS316 - TC/SiC NBR O-Rings **Each kit contains the following components**	1

Line #	P/N# Description	Qty
	46: (2) DOR.084 - O-Ring 50: (1) DOR.051 - O-Ring 48: (2) PRS.105.E - Strain Bolt 47: (2) DOR.021 - O-Ring 79: (2) PBT.B010.E - Cartridge Mechanical Seal 83: (2) NST.017 - Cover 98: (1) VUSA.0508 - Seal Kit Box 9x9x9 99: (1) VUSA.0509 - Seal Kit Box Foam : (1) S-13339 - Cardboard Pad 6 x 9	
1.6	# 11.000491 VX136-Q Wear Plates316 Stainless Steel, TC plated **Each kit contains the following components** 37/57: (2) PFL0268 - Wear plate VX136 : (2) DAD.B004 - Shim : (2) DAD.B005 - Shim 38: (4) NSK.025.EE - Hexagon Head Bolt : (1) S-11216 - Box for VX136 Wear Plates : (1) S-3195 - Cardboard Pad 8 x 8	1
1.7	# 11.000228 SPECIAL TOOLS, consisting of(One) mechanical seal removal, and (One) Lobe Puller for allVX136 70 - 210Q Pumps. **Each kit contains the following components** 01: (1) PBA.B001.TL - Lobe Puller 02: (1) PBA.B020.N1 - Installation Tool, Cartridge 03: (2) NSI.155 - Cylinder Head Bolt 04: (3) NSK.155 - Hexagon Head Bolt	1

City of Sherman South WWTP - MBR Equipment Package 4 / Sludge, Waste Activated / 1 % Solids / 200 gpm @ 19.53 psi (45 ft of head)
Tag: 800-PMP-001, 800-PMP-002

Scope

Quote #: **130202** v.**02**

Line #	P/N# Description	Qty
2.0	# 10.1019 VX136-210 In-Line Assembly	2

Each of the above assemblies contain these individual parts:

No.	Part	Qty
1	USIL.1018 Base Plate with RisersVX136-Q, SK272-180TC 8S, Stainless Steel	1
2	PPK0008647 Rotary Lobe PumpVX136-210QP Centering Step	1
3	USEM0904 WEG Motor, 5 HP, 1750 RPM3 PH, 460V, 60 HZ, 184TC IP55, TEFC, SF 1.15CL1 D2 GP D, IEEE841	1
4	SK372.1-180TC-6.89 Gear Reducer	1
5	8HS 8HS Hytrel Sleeve Split	1
6	8S42MM Flange, Driven, 8S x 42MM	1
7	8S1 Size 8 sureflex flange 1" bore	1
8	GPA.016.E Connector 136- 210 Gooseneck6" ANSI B16.5 150 lbs RF Stainless Steel Glass Beaded	2
9	DFD.006.P Pump Flange Gasket136-210 AF42, 2 mm	2
10	NUS.004.EE WasherA Ø 10,5 mm x Ø 20 mm x 2 mm DIN 125 A4	28
11	NSK.083 Hexagon Head BoltM 10 x 25 mm DIN 933 1.4571 70	28
12	PSG.014 Buffer Fluid TankPolycarbonate, Opaque 0,29 l NBR 60 °C, Pressure Range 0 -10 bar	1
13	48x78Pallet 48"x78" Custom PalletWeight Limit 1300lb	1

Scope

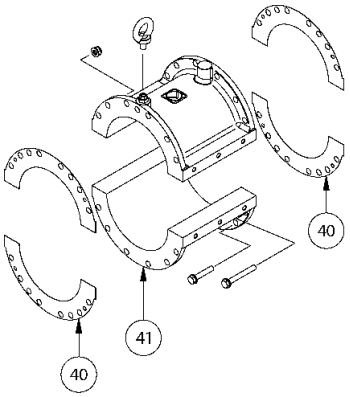
Quote #: **130202** v.**02**

Line #	P/N# Description	Qty
14	VUSA.0142 Assembly Serial Tag6 x 13 cm .032" Thick Stainless Steel	1
15	VUSA.0247 Pump Assembly Safety Label	1
16	VUSA.0080 Made in USA Label2.875" Circle Label Stock ePlanet Label#LT2785-6CJHG	1
18	TEST HI3641 Hydraulic Institute 3.6.4.1Performance Test - Acceptance Level B	1
19	WITNESS TEST HI3641 Witness HI 3.6.4.1 TestPerformance Test - Acceptance Level B - Does not include anyfunds for travel or lodging	1
20	TEST HI365 Hydraulic Institute 3.6.5Hydrostatic Test	1
21	WITNESS TEST HI365 Witness HI 3.6.5 TestHydrostatic Test Does not include any funds fortravel or lodging	1
22	TEST SOUND LEVEL Test Sound Levelper Vogelsang test procedure	1
23	WITNESS TEST SOUND Witness Sound Level TestDoes not include any funds for funds for travel or lodging	1
24	TEST HI964 Hydraulic Institute 9.6.4Vibration Testing	1
25	WITNESS TEST HI964 Witness HI 9.6.4 TestVibration Test Does not include any funds fortravel or lodging	1
26	TEST SEISMIC Seismic Calculations by aProfessional Engineer	1

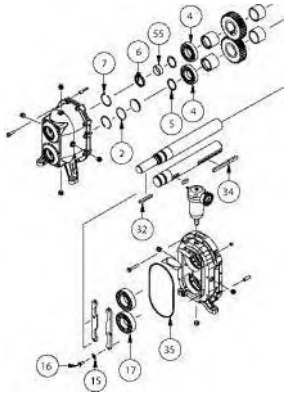
Pump Spare Parts for Line # 2

2.2	# 11.000457 VX136-210 Housing SegmentsStainless Steel, Injection I TC Coated **Each kit contains the following components**	1

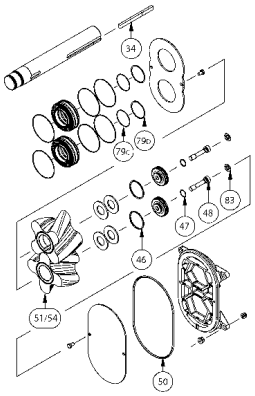
Line #	P/N# Description	Qty
	40: (4) DAD.007 - Flat Gasket R136, V/VX136 41: (2) PGP.B121.E.G1 - Pump Housing Segment 136-210	



2.3	# 11.000211 VX136Q Bearing ChangeNBR O-Rings, NBR Lip Seal **Each kit contains the following components** 35: (1) DOR.035 - O-Ring 17: (2) NLG.026 - Radial Spherical Roller 15: (6) NUS.066 - Locking plate 16: (6) NSK.027 - Hexagon Head Bolt 04: (2) NLG.029 - Cylindrical Roller Bearing 05: (2) NSR.010 - Retaining Ring 55: (1) NIR.019 - Inner Ring 06: (1) DWD.060.HNB - Shaft seal ring BABSL 07: (2) NSR.034 - Multi-Disk Ring 02: (1) DOR.086 - O-Ring 32: (1) NPF.046 - Fitting Key : (1) S-4062 - Box 6x6x6 : (3) S-5250 - Cardboard Pad 6 x 6	1



2.4	# 11.000104 VX136-210 SS Pump Lobe KitNBR, HiFlo, Black Lobes NBR O-Rings **Each kit contains the following components** 48: (2) PRS.105.E - Strain Bolt 46: (2) DOR.084 - O-Ring 47: (2) DOR.021 - O-Ring 50: (1) DOR.051 - O-Ring 34: (2) NPF.011 - Fitting Key 51: (2) PKB.B102.TL.NB - Rotary Lobe 51: (2) PKB.B102.TR.NB - Rotary Lobe 79c: (2) DOR.041 - O-Ring 79d: (2) NUS.029 - Shim 34: (2) NPF.012 - Fitting Key 83: (2) NST.017 - Cover : (2) S-13293 - Box 12x7x5 : (5) S-13339 - Cardboard Pad 6 x 9	1



Scope

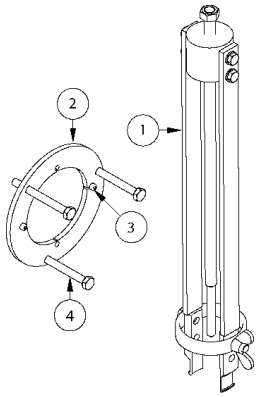
Quote #: **130202** v.**02**

Line #	P/N# Description	Qty
2.5	# 11.000088 VX136 SS Pump Seal KitCartridge SS316 - TC/SiC NBR O-Rings **Each kit contains the following components** 46: (2) DOR.084 - O-Ring 50: (1) DOR.051 - O-Ring 48: (2) PRS.105.E - Strain Bolt 47: (2) DOR.021 - O-Ring 79: (2) PBT.B010.E - Cartridge Mechanical Seal 83: (2) NST.017 - Cover 98: (1) VUSA.0508 - Seal Kit Box 9x9x9 99: (1) VUSA.0509 - Seal Kit Box Foam : (1) S-13339 - Cardboard Pad 6 x 9	1
2.6	# 11.000491 VX136-Q Wear Plates316 Stainless Steel, TC plated **Each kit contains the following components** 37/57: (2) PFL0268 - Wear plate VX136 : (2) DAD.B004 - Shim : (2) DAD.B005 - Shim 38: (4) NSK.025.EE - Hexagon Head Bolt : (1) S-11216 - Box for VX136 Wear Plates : (1) S-3195 - Cardboard Pad 8 x 8	1
2.7	# 11.000228 SPECIAL TOOLS, consisting of(One) mechanical seal removal, and (One) Lobe Puller for allVX136 70 - 210Q Pumps. **Each kit contains the following components**	1

Scope

Quote #: **130202** v.**02**

Line #	P/N# Description	Qty
	01: (1) PBA.B001.TL - Lobe Puller 02: (1) PBA.B020.N1 - Installation Tool, Cartridge 03: (2) NSI.155 - Cylinder Head Bolt 04: (3) NSK.155 - Hexagon Head Bolt	



Additional Tests which are not inlcuded in line#1 & line#2

3.1 / 2.2 Material Certification for Wetted Parts as per DIN EN 10204		
3.2	# Project Charge	4
	Project Charge	
Material identification PMI DIN 51418-1:2008-08 & DIN 51418-2:2015-03		
3.4	# Project Charge	4
	Project Charge	
Dye penetrant testing Based on DIN EN ISO 3452 & 17635		
3.6	# Project Charge	4
	Project Charge	
Main dimension as per DIN ISO 2768-1		
3.8	# Project Charge	4
	Project Charge	
3.9	# TEST PAINT	4
	Test PaintDry Film Thickness per Vogelsang test procedure	
4.1	# Project Discount	1
	Project Discount	

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO: 1422-005-02

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 06

DESCRIPTION:

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.

By: Kory Kyllo Date: 3/28/2024

ENGINEER'S RESPONSE

We respond to your request as follows:

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach, PE CCM Date: 4/3/2024

Engineer: Date: 4-3-2024

Program Manager: Date: 4-4-24

Owner: Digitally signed by Tom Pruitt Date: 2024.04.04 10:40:51-05'00' Date: 4/4/2024

PLUMMER

POTENTIAL CHANGE ORDER REQUEST
ATTACHMENT A
SCOPE OF WORK

POTENTIAL CHANGE ORDER

Kiewit

Date: March 26, 2024	Potential Change Order #: PCO-0006	Revision #: 0
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR
Drawing, Specification, Equipment Number or Other Reference: WCD 12 MBR Covers Change in Material bid.		

Description of the Proposed Change Order Work: MBR Covers Change in Material bid

CMAR received WCD 012. CMAR is providing this PCO along with the Basis of Estimate and attachments in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A.
The material lead time has not changed. Impacts on installation have not been evaluated and are not included.
The CMAR support services are T&M per Amendment 1 and are not included in this PCO.

This additional scope results in an addition for GMP C – Equipment Package 1.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)	Contingency 9% ($)	Additional GCs (12.2% When>$155m)	Fee 9.95% ($)	Change Impact ($)
$95,000.00	$8,550.00	$12,633.10	$11,560.22	**$127,743.32**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 3/28/2024
Contractor — Date

Recommended by: Design Engineer

Name _____ *Date* _____

Approved by: Program Manager

Name _____ *Date* _____

Recommended by: Program Construction Manager

Name _____ *Date* _____

Approved by: City of Sherman

Name _____ *Date* _____

Approval Signatures are on the PCO cover sheet from Plummer

Basis of Estimate: MBR Covers Change in material bid

Summary

1. Aluminum tank Covers with no supporting frame	Total	$95,000.00
	Grand Total	**$95,000.00**

1. Aluminum tank Covers with no supporting frame

Total	$95,000.00

The Work Change Directives make the following additions, modifications, or deletions to the Work described in the Contract Documents:

- Replace the FRP tank covers with the aluminum tank covers with no supporting frame. Aluminum tank covers will support a 50-pound PSF uniform live load but not support the membrane cassette.

Attachments

1. COSK-PLA-WCD0012 MBR Cover decision e-mail 20240315
2. COSK-PSE-WCD0012 MBR Aluminum Covers
3. GC-GC-VEO-KWT-0005.00-CO-01 Agreement No. 7400007272, Project No. 105729 Tank Covers Change Odrer by Veolia 5 March 2024
4. GC-GC-VEO-KWT-0005.00-COSK - Veolia Weekly Task Force MM (03_05_24)
5. GC-GC-VEO-KWT-0005.00-Reference Drawings

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Ron Mick

From: van der Wege, Sherri <svanderwege@plummer.com>
Sent: Friday, March 15, 2024 9:31 AM
To: Ron Mick; Rigdon, Jeff; Whiddon, Nathan; Pruitt, Tom; Michael.Odrowski; Hugh Brightwell; Amir Shokouhi @PD
Cc: Geile, Quentin; Davis, Alan; Gudal, David; Beach, Brian; Young, Thomas; Monaco, Paula; Brenna Wagner; Freddy Mena; Megan Martin
Subject: COSK - MBR Cover Decision

Hi All,

This morning in the Model Review meeting, we reviewed the MBR Basin cover material choices. The City prefers the aluminum covers rather than FRP covers, and the Engineer supports this decision. Please move forward with procuring the aluminum covers that do not support the cassettes.

Sherri van der Wege, PE*
Senior Project Manager

14755 Preston Road, Suite 420
Dallas, Texas 75254

C: 972.834.7580

svanderwege@plummer.com
www.plummer.com

*TX PE 102702

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Work Change Directive No.: 12 **Description:** MBR Covers Change in material bid

Specification: 46 53 49.10 and 46 73 13

Drawing No.: N/A **Detail Description:** Provide Aluminum MBR Covers

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

At the MBR basins, provide aluminum covers per Section 46 73 13 – Aluminum Covers(included in WCD 003C).

Purpose of Work Change Directive:

Based on Section 46 53 49.10 – Membrane Biological Reactors, Hollow Fiber Type, Paragraph 1.8.c.2. The MBR basins will be covered with metal or fiberglass plates, supplied by MBR manufacturer. The selected manufacturer, Veolia, included fiberglass covers in the original bid amount. The project team has determined that aluminum covers are more appropriate for the application.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices ☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

☒ Schedule attached to show impacts and justification for requested change in Contract Times if applicable

Compensation for this Work Change Directive may not exceed: $ N/A

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Recommended by: Design Engineer

Name: [signature] Date: 3-18-2024

Recommended by: Project Construction Manager

Name: [signature] Date: 3/18/24

Approved by: Kiewit Water Facilities South Co.

Name: Kory.Kyllo Digitally signed by Kory.Kyllo DN: CN=Kory.Kyllo, OU=Employees, OU=Users, OU=Kiewit, DC=KIEWITPLAZA, DC=com Date: 2024.03.20 14:18:03-05'00' Date: 03/20/2024

Approved by: Program Manager

Name: [signature] Date: 3/18/24

Approved by: Greater Texoma Utility Authority

Name: [signature] Digitally signed by Paul Sigle DN: O=GTUA, CN=Paul Sigle, E=paul@gtua.org Reason: I am approving this document Location: Date: 2024.03.18 10:34:39-05'00' Foxit PDF Editor Version: 2023.2.0 Date: 3/18/24

Approved by: City of Sherman

Name: [signature] Digitally signed by Tom Pruitt Date: 2024.03.18 10:29:14-05'00' Date:

Mr. Joseph Shuler
Kiewit Corporation
2107 Road O NE, Moses Lake
WA 98837, USA

5 March 2024

Subject: Aluminum Tank Covers for MBR Tanks **Agreement No. 7400007272, Project No. 105729**

Dear Joseph,

I hope this email finds you well. I am writing to discuss the options of changing the membrane FRP tank covers to aluminum tank covers. We believe that this change will bring several benefits and address the concerns raised by the City of Sherman.

The main drivers for this change are as follows:

1. A recent structural review has concluded that the FRP covers are not rated to take the weight of a sludged cassette weight on the top of them (approximately 9500 lbs).
2. More durability: Aluminum tank covers offer better durability and protection against UV radiation, ensuring a longer lifespan for the tanks.
3. Safety and recommended load handling: Aluminum Tank Covers with Tube Support provide the safest option for handling any unforeseen load. They provide foolproof flexibility in handling weight and full cassette weight, especially in indoor areas where crane maneuverability may be limited.

Please find below 2 options for Aluminum tanks covers for comparison purposes and their respective technical specifications.

Specification	**Aluminum tank Covers with No supporting Frame**	**Aluminum tank Covers with supporting Frame**
Dimensions	9'-0" x 48'-4"	9'-0" x 48'-4"
Number of covers	3	3
Handling of 1 Sludge cassette 9500 lbs	No	Yes

Specification	Aluminum tank Covers with No supporting Frame	Aluminum tank Covers with supporting Frame
Live Load	a 50-pound PSF uniform live load, with an L/240 deflection limitation	a 50-pound PSF uniform live load, with an L/240 deflection limitation
Concentrated Load	Designed for 400-pound concentrated load on a 6” x 6” square area	Designed for 400-pound concentrated load on a 6” x 6” square area. (non-cassette bearing areas only. The panels will be designed to support the membrane cassette at specific locations of the panels.)
Supporting Frame at Bottom or Tubes	No	Yes
Panel Weight Limitation	150 lbs	200 lbs
No of Removable panels	2/cover	2/Cover
Recessed Handles & connection points on each panel located for Panel removal by Plant personnel or overhead crane	Yes	Yes
One panel above each membrane cassette shall contain penetrations as required for eight-inch liquid piping quick disconnect and six-inch air piping quick disconnect.	Yes	Yes
Handrails included	No	No
Aluminum-decking surface of the structure is a patented double walled “hollow deck” , which is ribbed to provide an aggressively nonskid surface	Yes	Yes
6061-T6 corrosion resistant aluminum alloy construction with mill finish	Yes	Yes
316 stainless steel anchor bolts	Yes	Yes
Santoprene Gaskets (UV Stabilized)	Yes	Yes

Specification	Aluminum tank Covers with No supporting Frame	Aluminum tank Covers with supporting Frame
Production of Shop drawings	Yes	Yes
Final approved drawings stamped by a Texas Professional Engineer	Yes	Yes
Warranty	1 year	1 year
Additional cost to the contract	**$95,000 USD**	**$125,000 USD**

Kindly note that the above Additional cost has taken into account already the credit of the price of FRP tanks covers included in the proposal. This net additional change order.

We believe that implementing these changes will not only address the concerns raised by the City of Sherman but also provide a more durable and reliable solution for the MBR tanks.

Please let us know if you have any further questions or require additional information. We look forward to your feedback and guidance on this matter.

Thank you for your attention to this request.
Best regards,

Yousra Abouelnaga
Project Manager
+1(365)228-2936
Yousra.abouelnaga@veolia.com

Sherman South WWTP - Weekly Veolia Task Force Meeting - 3/5/2024

Tuesday, March 5, 2024 8:56 AM

Meeting Date: 3/5/2024 9:00 AM
Location: Microsoft Teams Meeting
Link to Outlook Item: *click here*
Invitation Message
Participants

Notes

Veolia Task Force Meeting Agenda

Safety

1. Safety Moment -
    a. Welcome Yousra!!! Located in Oakville ON
    b. Welcome Alison!!!

Design

1. Deliverables in Review
    a. Membrane Tank GA (expedited Kiewit Review w/ Plummer now)
        a. Plummer will finish this in the next few days (make sure Brian is finished)
    b. I/O List
    c. Electrical Load List
    d. BOM
    e. Revised P&IDs
    f. PFD
    g. Control Philosophy
        a. Drawing reviews for the above will be completed today

2. Upcoming Deliverables
    a. Veolia submittals for the following
        i) Panel schematics
            i. Pending review of submits that have been sent out (load list and I/O list)
        ii) Backpulse Tank - coming soon
3. Mike to make sure Yousra has Team Binder access (Kiewit Action)

Procurement

1. Working through comment on cut sheets

Work Planning and Construction Schedule

1. Meeting between Kiewit, Veolia, Plummer, City of Sherman, and Potential Cover Vendor
    a. 2 options
        i) Option 1) FRP covers that cannot support the weight of a cassette
            i. Would need to check on how long these last
                i) Normally FRP blend will have UV protection
            ii. No additional cost

ii) Option 2) Aluminum covers (non-hinged) - Can provide the weight of a cassette
    i. Safest in Veolia's opinion
    ii. Benefit is that these are "fool proof" in regards to the flexibility of being able to hold the weight of a full cassette
    iii. This is Veolia's recommendation
    iv. City is worried of the risk that these could fall into the cassette
    v. Walls between the tanks, or anywhere on the top area, would need to get thicker if we placed a cassette on top
    vi. The sections of this cover do not need to be as small as was proposed before
    vii. Inspection hatches could be added to Option 2 and the cover system could still support the weight of a cassette
    viii. A secondary version that was aluminum, which could not support the weight of a cover, would be looked at

iii) Preference would be to have aluminum
    i. Need to get pricing for Option 2A (can hold the weight of a cassette) (Action Veolia)
        i) 125K additional
            a) Includes price for additional support needed to hold a cassette (not just the cover)
            b) Includes credit for the FRP covers
            c) Beams of the cassette will support the covers
            d) Confirmed that the panels are split, or two covers per cassette
        ii) Structural items (outside cost of covers themselves)
            a) Walls of the tank were designed so that the cassette would sit at the bottom but the walls need to get thicker in order to support the cassette from the wall hangers
            b) Need to make sure structural design could support the weight of a cassette (Plummer Action)
            c) Addition of weight-bearing covers would not drive tank/structural redesign
    ii. Need to get pricing for Option 2B (cannot hold the weight of a cassette) (Action Veolia)
        i) 95K additional
        ii) This would be aluminum as opposed to FRP
        iii) No inspection hatch
        iv) Split Panel vs. Single Panel
            a) Split panel would weigh ~150 lbs
                1- Go with split panel
            b) Single panel would weigh ~300 lbs and would need tubbing support and would be lifted by a crane
        v) ~~Veolia to follow-up with the vendor today (Veolia Action) - Complete~~
            a) ~~Expecting to have something in the next few days~~
    iii. Veolia can provide the proposals for covers today (Veolia Action)
    iv. City to discuss this week to make the final decision (COS Action)

b. Reason for the Covers
    i) To protect the cassettes from foreign debris
    ii) Can inspect the cassettes while they are hanging, but a more thorough inspection can occur when they are placed on the ground/a surface
        i. Also a safety consideration (open tank)
    iii) Odor control is not a goal/necessary, but is a plus
c. Still need to get cost details for the covers (will depend on what option we go with)

RFIs

1. RFIs to go through Team Binder
    a. Veolia to submit an RFI for the electrical acceptations and clarifications (Veolia Action)
        i) Kiewit working on workflow for this (currently not set up) (Kiewit Action)

Quality

1. N/A

As-Built and Redlines

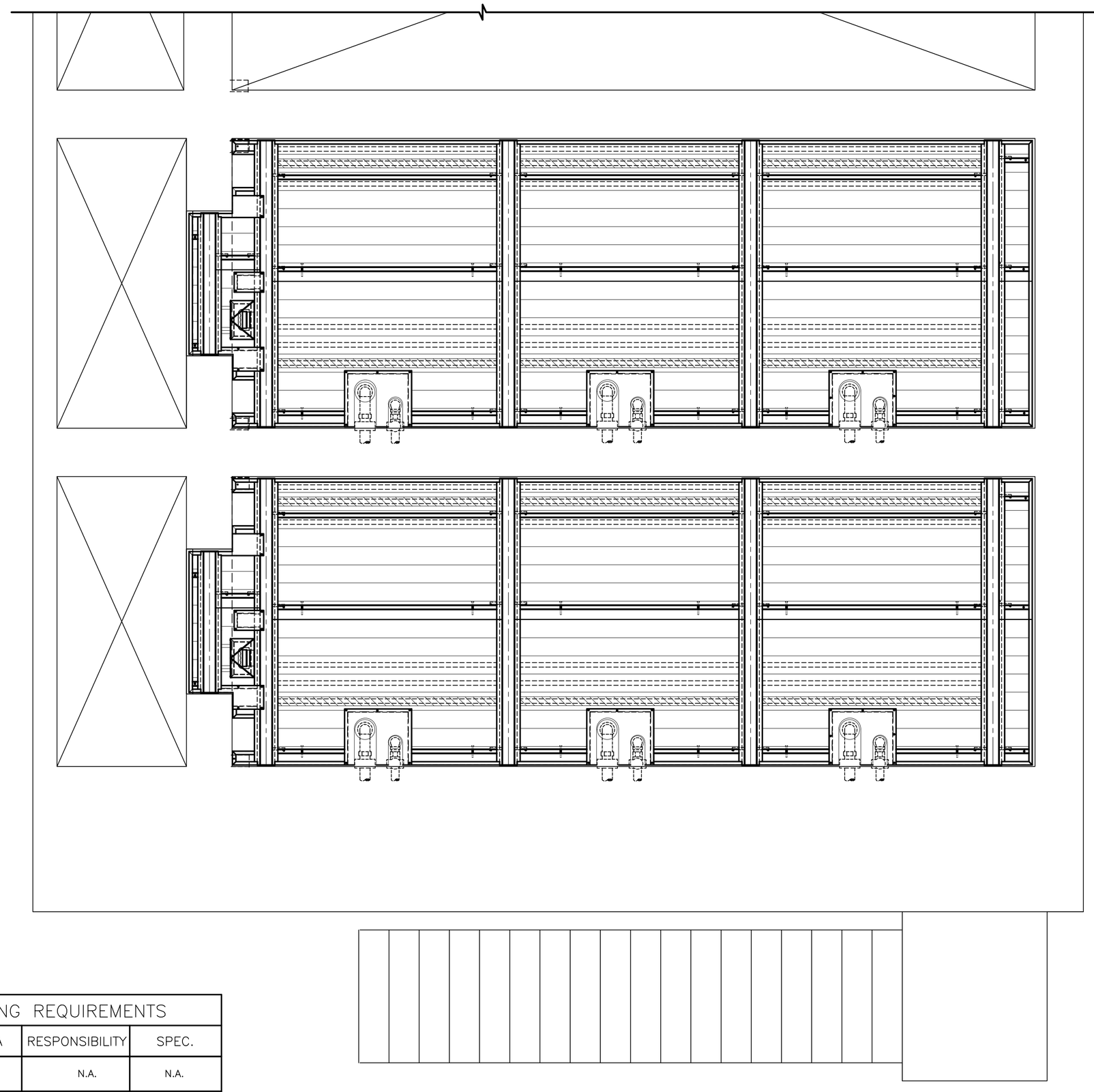
1. N/A

Value Engineering

1. Schedule vs. cost
    a. Would need to evaluate on a case-by-case basis
        i) Lots of times we would like to run this through the RFI process
    b. Goal would be to surface any items that come to mind, even if it impacts schedule and it can be evaluated

Parking Lot Items

1. Ball Valves
    a. Instrument isolation valves do not match with process valve spec
        i) Veolia to provide examples/lists on this to Plummer (Veolia Action)
            i. Still working on it
2. Backpulse Tank - Supplied by Veolia, installed by others
3. Membrane delivery - Confirmed they would be onsite in November 2024
    a. Confirm when they need to be delivered
    b. Right now the project schedule shows delivery and installation between November 5th and mid-December (~6 weeks)
    c. Installation would be around two (2) days



GENERAL NOTES AND SPECIFICATIONS:

1) ALUMINUM COVER DESIGN LOADS:

LIVE LOAD:	40 psf
DEAD LOAD:	4.0 psf
CONC. LOAD:	400 # (NON-CONCURRENT WITH LIVE LOAD)
CONC. LOAD AREA:	12" X 12" AREA
WIND LOAD BASIS:	160 MPH
COREFERENCED CODE:	IBC 2012, ASCE 7-10
MAX. PANEL WEIGHT:	140 lbs
DEFLECTION LIMIT:	L/240

2) MATERIALS:

ALUMINUM: ALUMINUM DESIGN SHALL CONFORM TO THE ALUMINUM DESIGN MANUAL, THE ALUMINUM ASSOCIATION, 2010. ALL ALUMINUM COMPONENTS TO BE TYPE 6061-T6.

WELDS: WELDING SHALL BE DONE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY D1.2 STRUCTURAL WELDING CODE. ALUMINUM WELD FILLER METAL TO BE ALLOY 4043.

FASTENERS: ALL FASTENERS AND ANCHORS SHALL BE STAINLESS STEEL TYPE 316.

3) VERIFICATION:
HALLSTEN TO VERIFY ALL DIMENSIONS, LOCATIONS AND ELEVATIONS PRIOR TO FABRICATION. ALL EQUIPMENT THAT WILL INTERFACE WITH THE ALUMINUM COVER SYSTEM MUST BE IN PLACE PRIOR TO SURVEY.

4) SITE INSTALLATION:
CONTRACTOR SHALL REPORT ANY AND ALL FIELD DISCREPANCIES TO MANUFACTURER FOR RESOLUTION. CONTRACTOR IS RESPONSIBLE FOR PROPER HANDLING AND STORAGE OF MATERIALS TO AVOID DAMAGE TO COMPONENTS. TEMPORARY BRACING OR SUPPORT, WHERE REQUIRED, IS THE RESPONSIBILITY OF THE INSTALLATION CONTRACTOR.

SYMBOLS:

- (1) PANEL IDENTIFICATION NUMBER FOR REGULAR DECK SLATS
- (1H) PANEL IDENTIFICATION NUMBER FOR HOLLOW DECK SLATS
- DECK PENETRATION KIT, SEE DETAIL AS NOTED
- (BEAM 1) BEAM IDENTIFICATION NUMBER
- (A) ANCHOR LOCATION IDENTIFICATION

SHEET INDEX

FIELD TESTING REQUIREMENTS

TYPE	REQ.	DATA	RESPONSIBILITY	SPEC.
LOAD	NO	N.A.	N.A.	N.A.
SMOKE	NO	N.A.	N.A.	N.A.
AIR	NO	N.A.	N.A.	N.A.

PROJECT LAYOUT
SCALE: 1/2" = 1'-0"

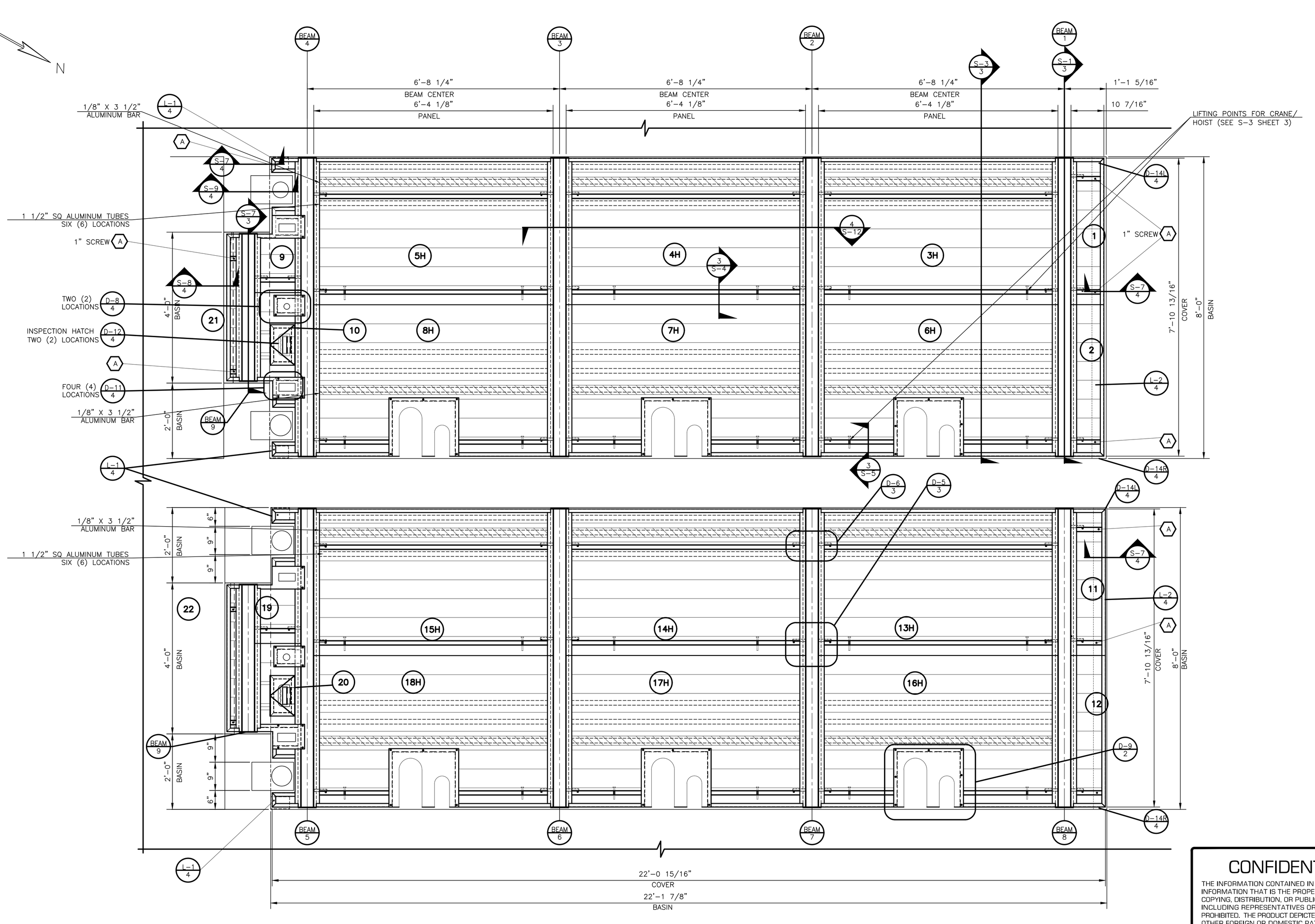
PROJECT INFO

0 1/2 1
DRAWING NOT TO SCALE IF BAR IS NOT 1"

3	21 MAY 20	BL	
2	27 NOV 19	BL	
1	18 SEP 19	BL	

REVISIONS

Date: 6 SEP 19
Manager: R. KUEHNE
Drawn By: B. LAMBERT
Sheet: 1 of 4
Dwg. No.: 12015



MBR COVERS PLAN VIEW

SCALE: 3/4" = 1'-0"

MBR COVERS PLAN VIEW

0 1/2 1

DRAWING NOT TO SCALE IF BAR IS NOT 1"

3	21 MAY 20	BL	
2	27 NOV 19	BL	
1	18 SEP 19	BL	
REVISIONS			

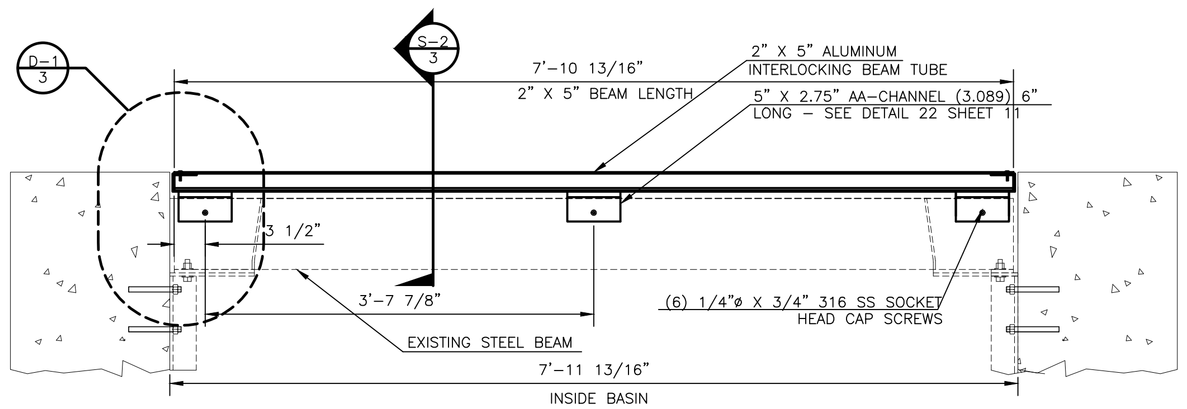
Date: 6 SEP 19

Manager: R. KUEHNE

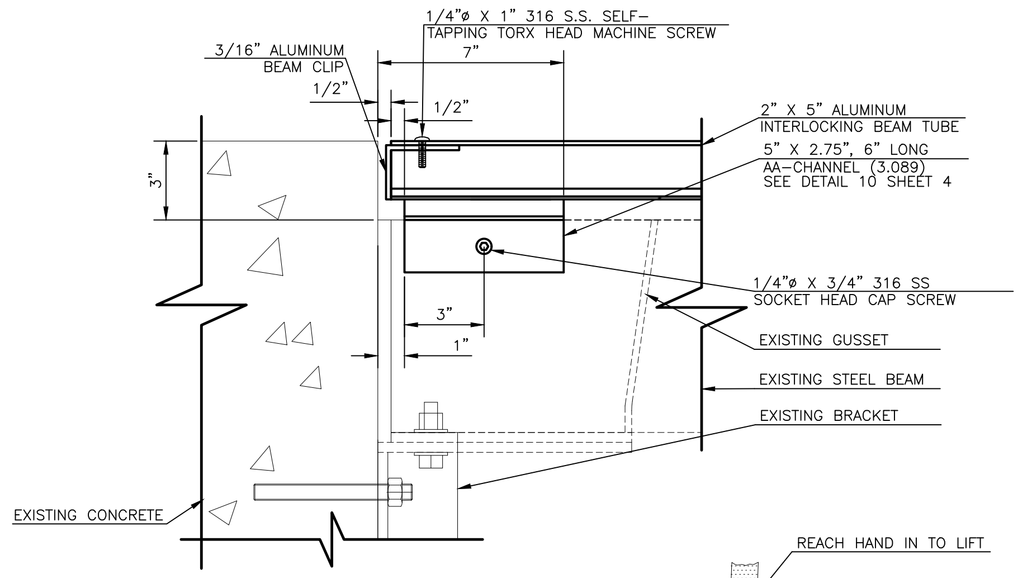
Drawn By: B. LAMBERT

Sheet: 2 of 4

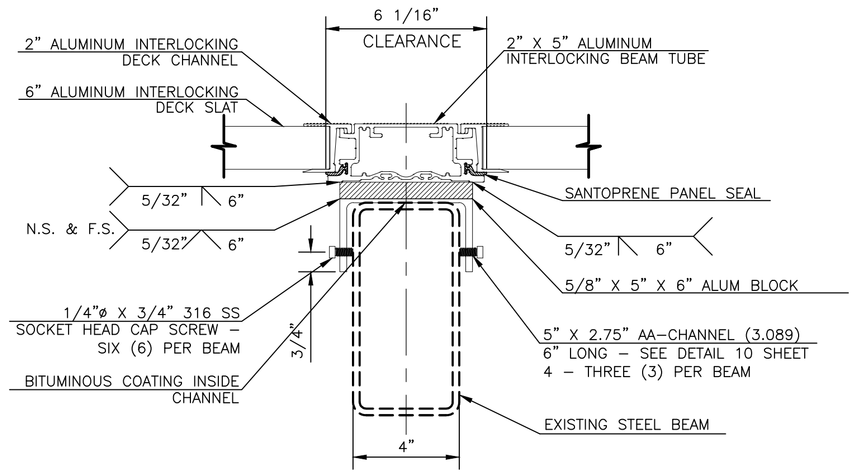
Dwg. No.: 12015



S-1 2 **BEAM # 1~8 SECTION VIEW**
SCALE: 1" = 1'-0"
MAKE (8) EIGHT

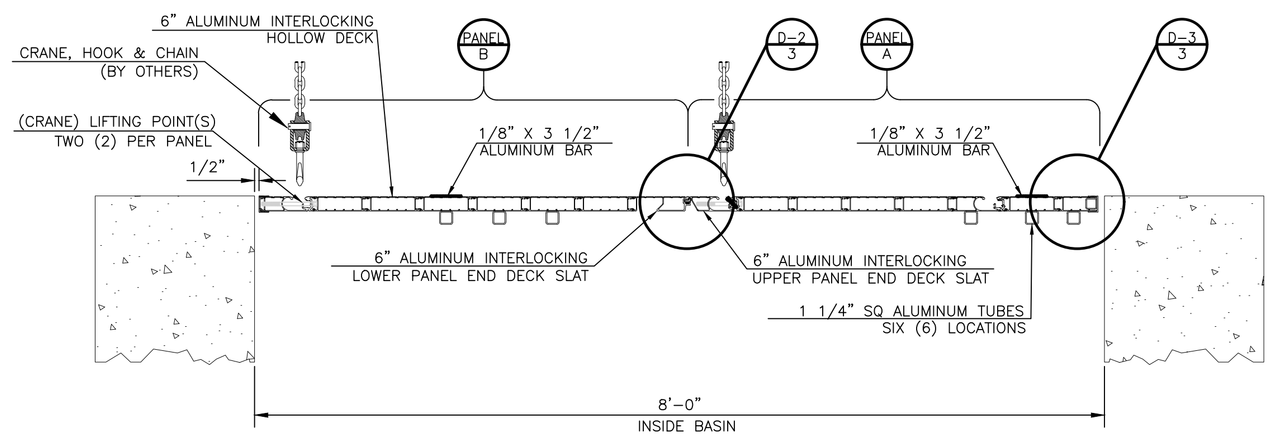


D-1 3 **BEAM END DETAIL VIEW**
SCALE: 3" = 1'-0"

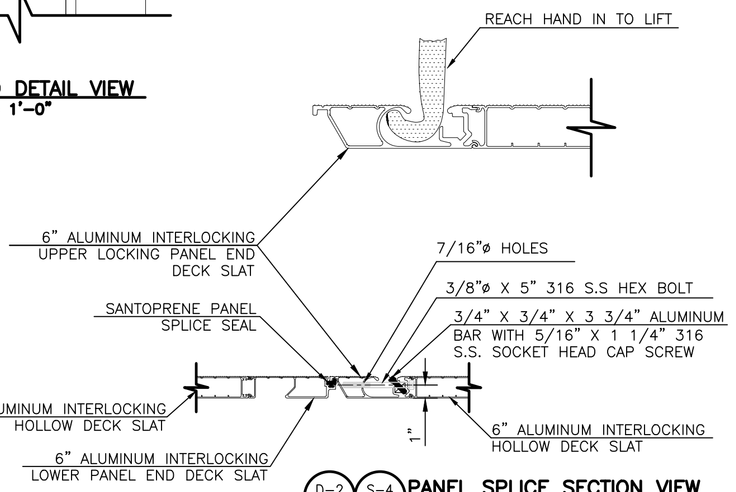


S-2 3 **BEAM SECTION VIEW**
SCALE: 3" = 1'-0"

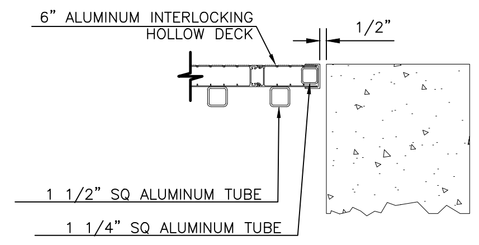
TO ACCESS MBR UNIT BELOW COVER:
1. RELEASE LATCHED THE SIX (6) LATCHES
2. LIFT OFF PANEL "A"
3. LIFT OFF PANEL "B"



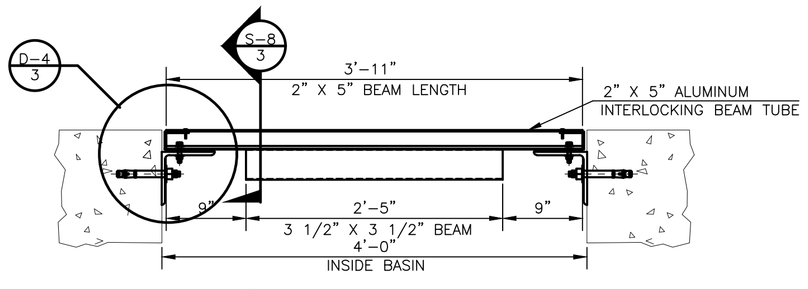
S-3 2 **COVER SECTION VIEW**
SCALE: 1" = 1'-0"



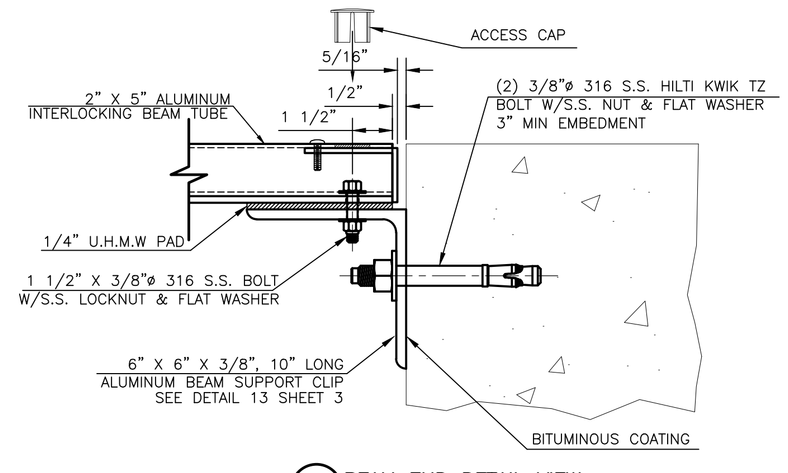
D-2 3 S-4 2 **PANEL SPLICE SECTION VIEW**
SCALE: 1 1/2" = 1'-0"



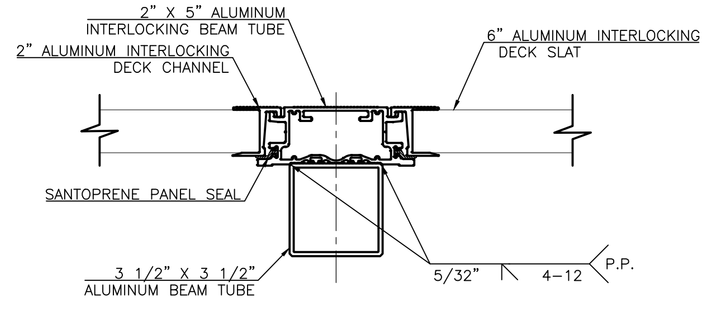
D-3 3 S-5 2,3 **COVER PANEL END LATCH SECTION VIEW**
SCALE: 1 1/2" = 1'-0"



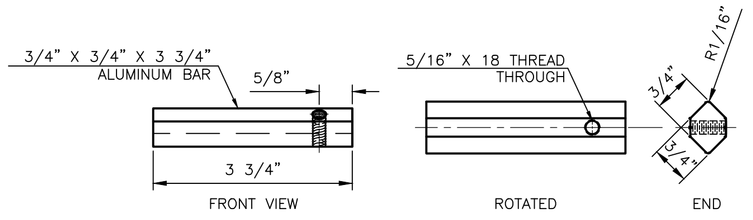
S-7 2 **BEAM # 9, 10 SECTION VIEW**
SCALE: 1" = 1'-0"
MAKE (2) TWO



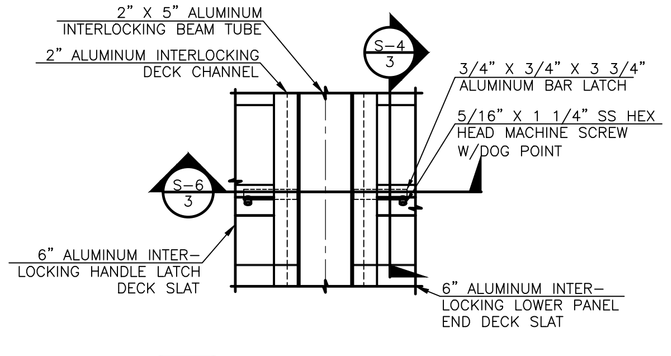
D-4 3 **BEAM END DETAIL VIEW**
SCALE: 3" = 1'-0"



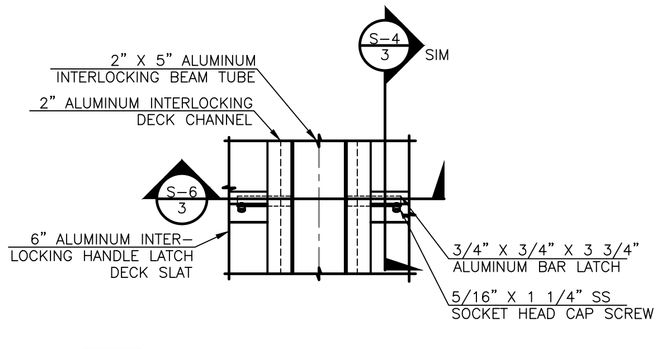
S-8 3 **BEAM SECTION**
SCALE: 3" = 1'-0"



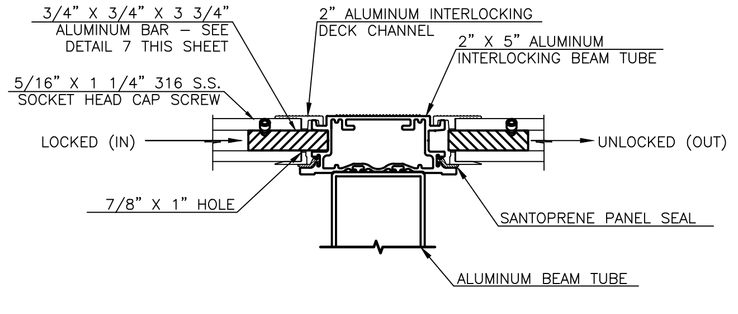
D-7 3 **PLAIN LATCH BAR DETAIL VIEW**
SCALE: 1/2" = 1"
MAKE: (54) FIFTY FOUR



D-5 2 **PANEL SPLICE LATCH DETAIL VIEW**
SCALE: 1 1/2" = 1'-0"



D-6 2 **PANEL END LATCH DETAIL VIEW**
SCALE: 1 1/2" = 1'-0"



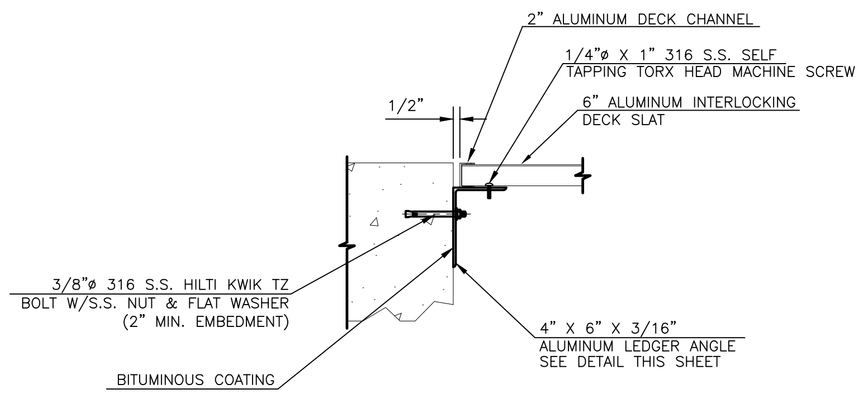
S-6 3 **TYPICAL LATCHES SECTION VIEW**
SCALE: 3" = 1'-0"

BEAM LENGTH, SECTIONS & DETAILS

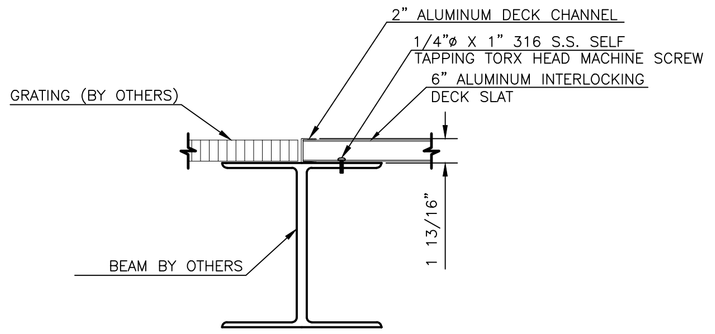
0 1/2 1
DRAWING NOT TO SCALE IF BAR IS NOT 1"

3	21 MAY 20	BL	
2	27 NOV 19	BL	
1	18 SEP 19	BL	
REVISIONS			

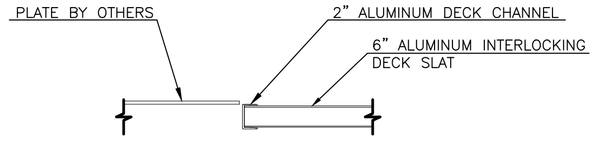
Date: 6 SEP 19
Manager: R. KUEHNE
Drawn By: B. LAMBERT
Sheet: 3 of 4
Dwg. No.: 12015



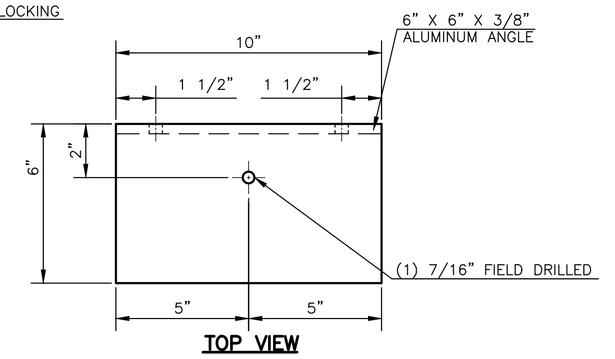
S-7 / 2 **PANEL EDGE SECTION VIEW**
SCALE: 1 1/2" = 1'-0"



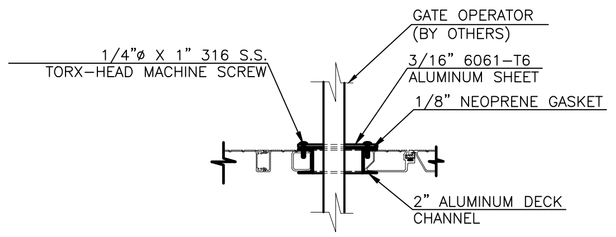
S-8 / 2 **DECK SECTION VIEW**
SCALE: 1 1/2" = 1'-0"



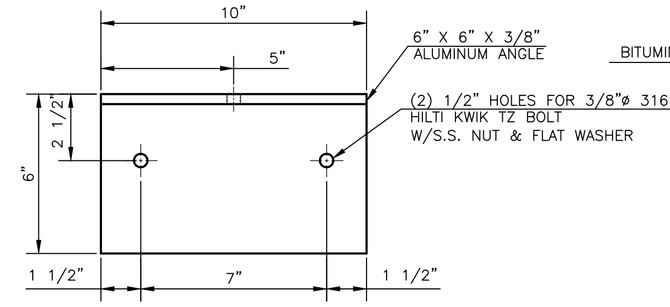
S-9 / 2 **DECK SECTION VIEW**
SCALE: 1 1/2" = 1'-0"



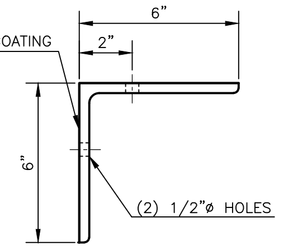
TOP VIEW



S-10 / 4 **PENETRATION KIT SECTION VIEW**
SCALE: 1 1/2" = 1'-0"

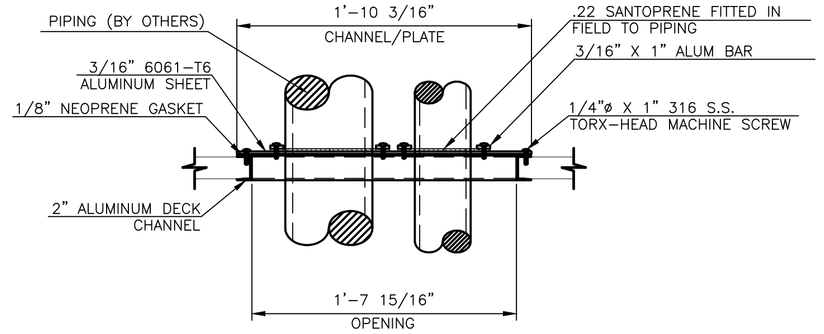


FRONT VIEW

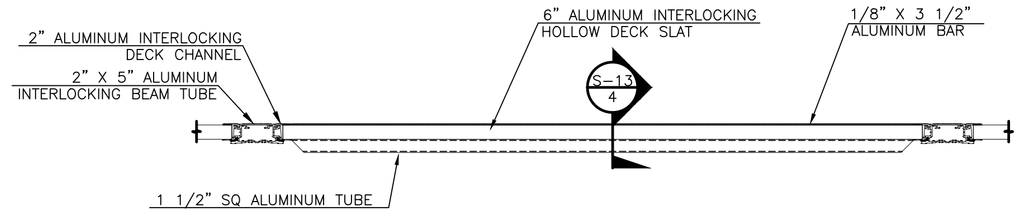


SIDE VIEW

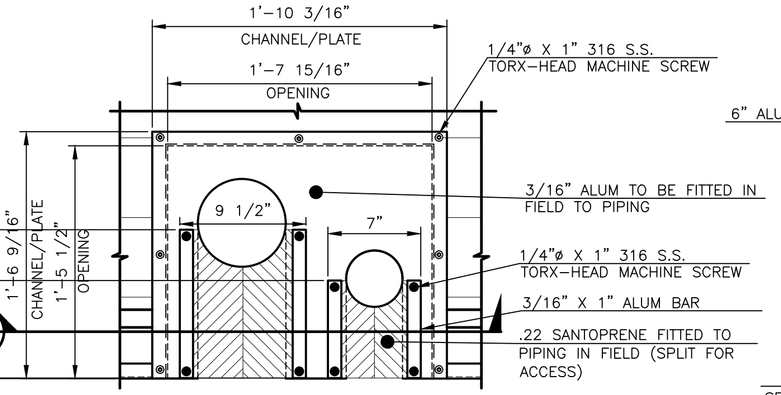
D-13 / 3 **DETAIL: ALUMINUM BEAM SUPPORT CLIP C1**
SCALE: 3" = 1'-0"
MAKE (4) FOUR



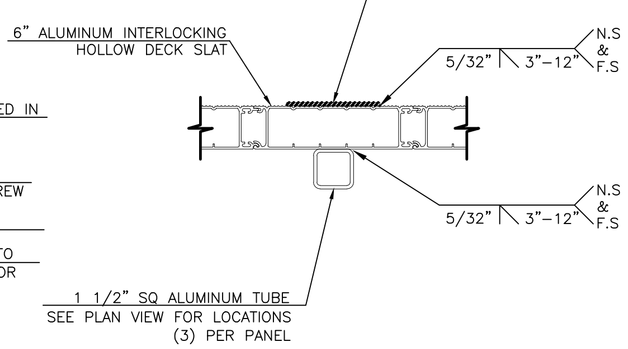
S-11 / 4 **PIPE PENETRATION KIT SECTION VIEW**
SCALE: 1 1/2" = 1'-0"



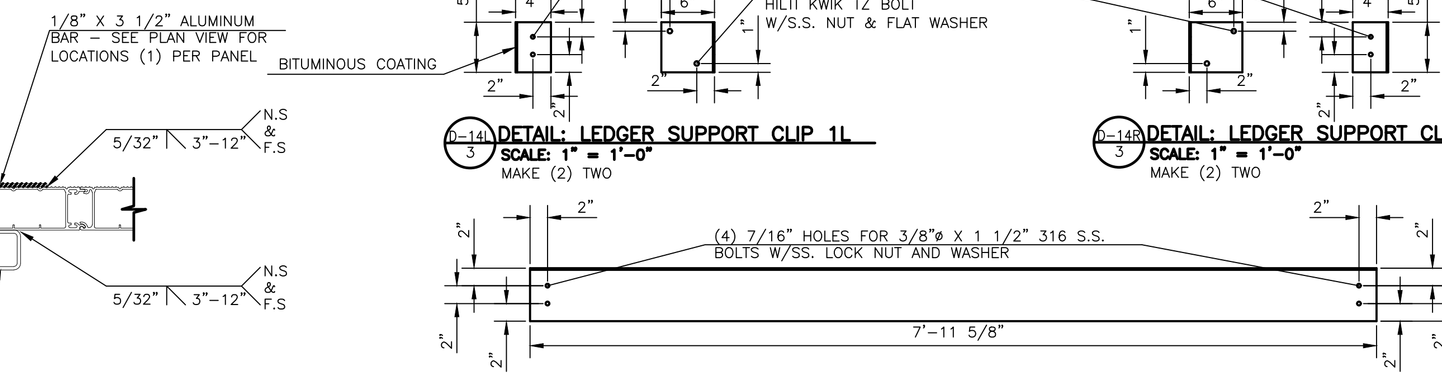
S-12 / 2 **COVER SECTION VIEW**
SCALE: 1" = 1'-0"



D-9 / 2 **PIPE PENETRATION KIT DETAIL VIEW**
SCALE: 1 1/2" = 1'-0"
MAKE (6) SIX
NOTE: SHOP INSTALLED



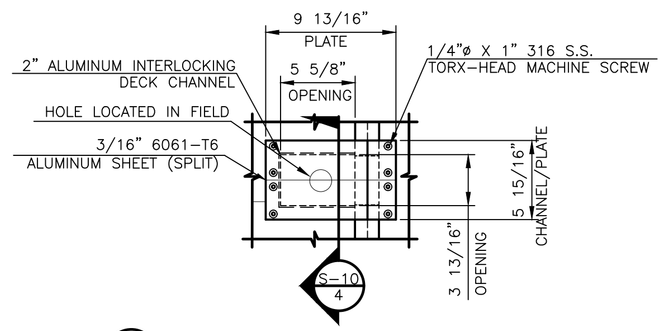
S-13 / 4 **COVER SECTION VIEW**
SCALE: 3" = 1'-0"



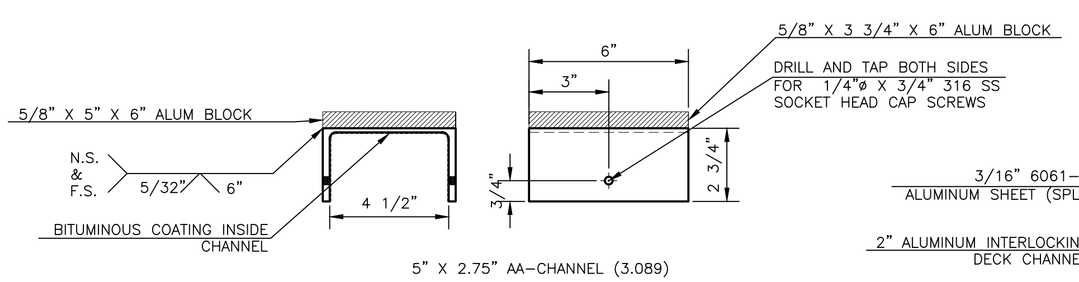
D-14L / 3 **DETAIL: LEDGER SUPPORT CLIP 1L**
SCALE: 1" = 1'-0"
MAKE (2) TWO

D-14R / 3 **DETAIL: LEDGER SUPPORT CLIP 1R**
SCALE: 1" = 1'-0"
MAKE (2) TWO

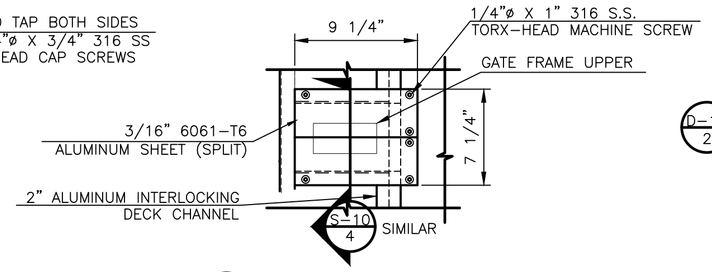
L2 **ALUMINUM LEDGER ANGLE**
SCALE: 1" = 1'-0"
MAKE: (2) TWO
NOTE: SEE SHEET 2 FOR LEDGER ANGLE LOCATIONS



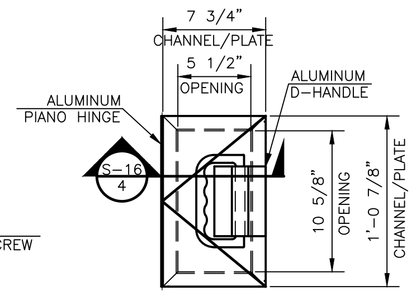
D-8 / 2 **GATE PENETRATION KIT DETAIL VIEW**
SCALE: 1 1/2" = 1'-0"
MAKE (2) TWO
NOTE: SHOP INSTALLED



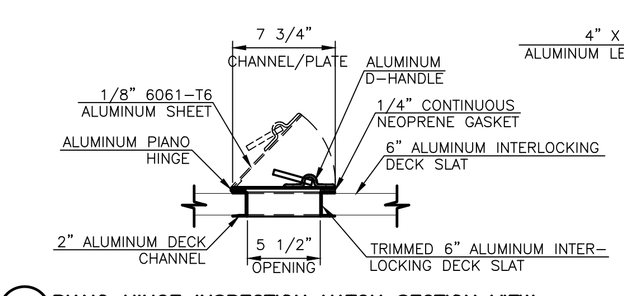
D-10 / 3 **BEAM AA-CHANNEL DETAIL VIEW**
SCALE: 1 1/2" = 1'-0"
MAKE (24) TWENTY FOUR



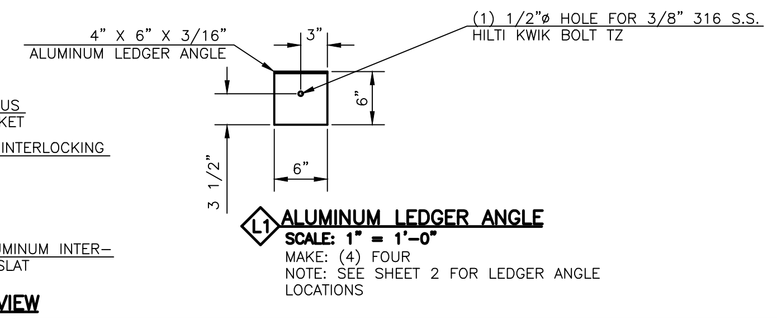
D-11 / 2 **GATE FRAME PENETRATION KIT DETAIL VIEW**
SCALE: 1 1/2" = 1'-0"
MAKE (4) FOUR
NOTE: SHOP INSTALLED



D-12 / 2 **PIANO HINGE INSPECTION HATCH DETAIL VIEW**
SCALE: 1 1/2" = 1'-0"
MAKE (2) TWO
NOTE: SHOP INSTALLED



S-16 / 4 **PIANO HINGE INSPECTION HATCH SECTION VIEW**
SCALE: 1 1/2" = 1'-0"



L1 **ALUMINUM LEDGER ANGLE**
SCALE: 1" = 1'-0"
MAKE: (4) FOUR
NOTE: SEE SHEET 2 FOR LEDGER ANGLE LOCATIONS

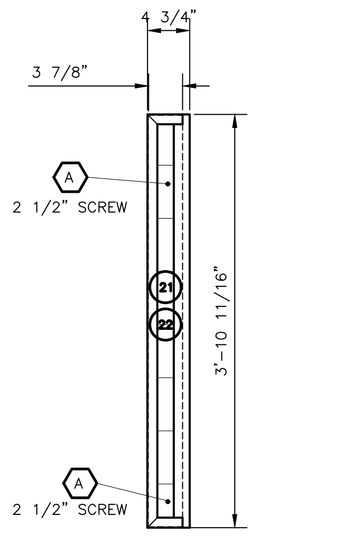
CONFIDENTIAL TECHNICAL DOCUMENT

SECTIONS & DETAILS

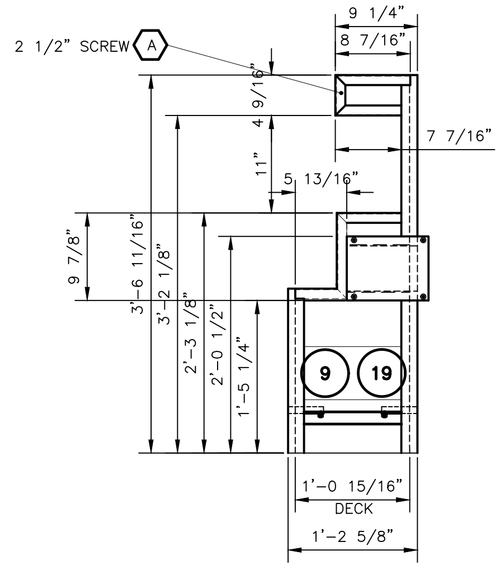
0 1/2 1
DRAWING NOT TO SCALE IF BAR IS NOT 1"

3	21 MAY 20	BL	
2	27 NOV 19	BL	
1	18 SEP 19	BL	
REVISIONS			

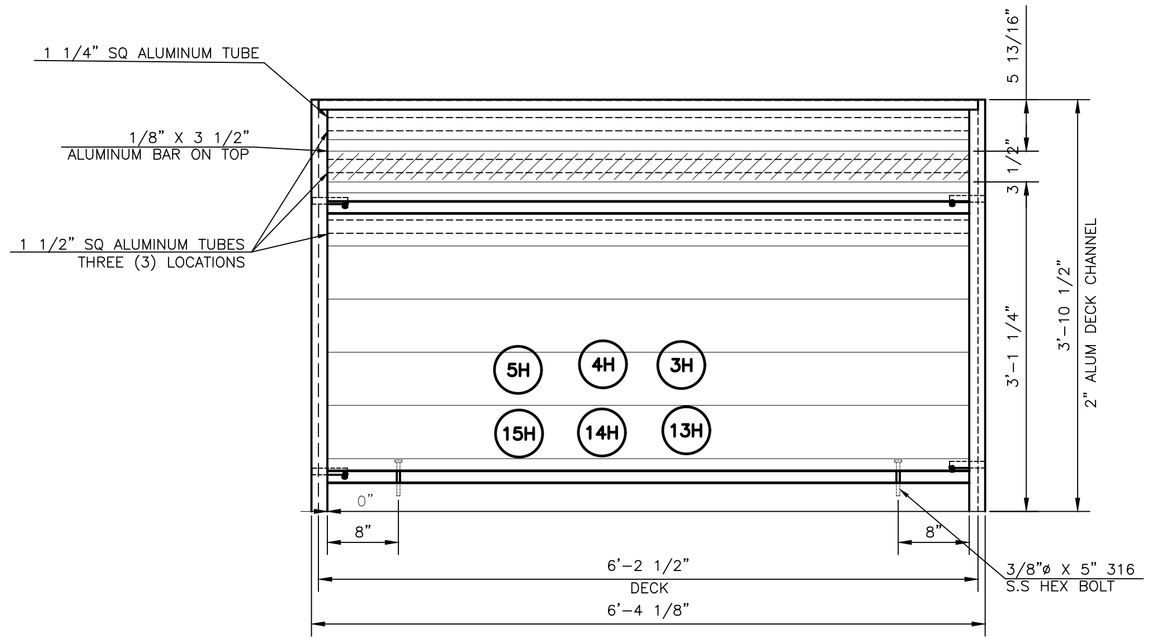
Date: 6 SEP 19
Manager: R. KUEHNE
Drawn By: B. LAMBERT
Sheet: 4 of 4
Dwg. No.: 12015



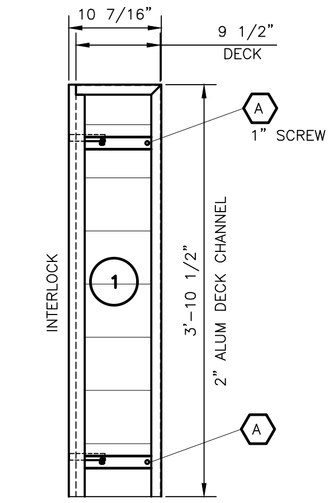
PANELS 21, 22 PLAN VIEW
SCALE: 1" = 1'-0"
MAKE: (2) TWO



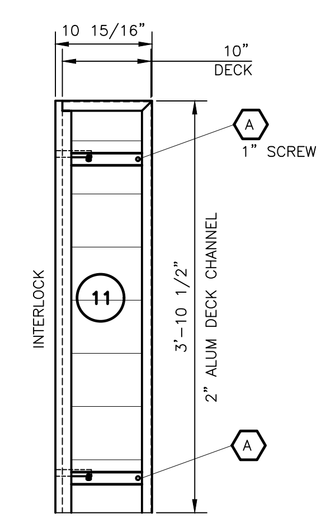
PANELS 9, 19 PLAN VIEW
SCALE: 1" = 1'-0"
MAKE: (2) TWO



PANELS 5H, 4,H, 3H, 13H, 14H, 15H PLAN VIEW
SCALE: 1" = 1'-0"
MAKE: (6) SIX



PANELS 1 PLAN VIEW
SCALE: 1" = 1'-0"
MAKE: (1) ONE



PANELS 11 PLAN VIEW
SCALE: 1" = 1'-0"
MAKE: (1) ONE

PANELS 10, 20 PLAN VIEW
SCALE: 1" = 1'-0"
MAKE: (2) TWO

PANELS 6H, 7H, 8H, 16H, 17H, 18H PLAN VIEW
SCALE: 1" = 1'-0"
MAKE: (6) SIX

PANELS 2 PLAN VIEW
SCALE: 1" = 1'-0"
MAKE: (1) ONE

PANELS 12 PLAN VIEW
SCALE: 1" = 1'-0"
MAKE: (1) ONE

CONFIDENTIAL TECHNICAL DOCUMENT

PROJECT INFO

0 1/2 1
DRAWING NOT TO SCALE
IF BAR IS NOT 1"

3	21 MAY 20	BL
2	27 NOV 19	BL
1	18 SEP 19	BL
REVISIONS		

Date: 6 SEP 19
Manager: R. KUEHNE
Drawn By: B. LAMBERT
Sheet: 2A of 4
Dwg. No.: 12015

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO: 1422-005-02

PROJECT: South Wastewater Treatment Plant - MBR

OWNER: City of Sherman

CONTRACTOR: Kiewit Construction South

ENGINEER: Plummer Associates, Inc.

PCO NO.: 07

DESCRIPTION:

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.

By: Kory Kyllo Date: 3/29/2024

ENGINEER'S RESPONSE

We respond to your request as follows:

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach, PE CCM Date: 4/3/2024

Engineer: Date: 4-3-2024

Program Manager: Date: 4/4/24

Owner: Digitally signed by Tom Pruitt Date: 2024.04.04 11:20:39-05'00' Date: 4/4/2024

PLUMMER

POTENTIAL CHANGE ORDER REQUEST
ATTACHMENT A
SCOPE OF WORK

POTENTIAL CHANGE ORDER

Kiewit

Date: March 26, 2024	Potential Change Order #: PCO-0007	Revision #: 0
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR
Drawing, Specification, Equipment Number or Other Reference: WCD 011 Submersible Pump Discharge Elbow Upside		

Description of the Proposed Change Order Work: Submersible Pump Discharge Elbow Upside

CMAR received WCD 011. CMAR is providing this PCO along with the Basis of Estimate and attachments in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A.

These changes have increased the lead time for this material delivery by approximately four weeks. Impacts on installation have not been evaluated and are not included.

The CMAR support services are T&M per Amendment 1 and are not included in this PCO.

This additional scope results in an addition for GMP C – Equipment Package 3.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)	Contingency 9% ($)	Additional GCs (12.2% When>$155m)	Fee 9.95% ($)	Change Impact ($)
$143,223.00	$12,890.07	$19,045.79	$17,428.31	**$192,587.17**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 3/29/2024

Contractor — Date

Recommended by: Design Engineer

Name — Date

Approved by: Program Manager

Name — Date

Recommended by: Program Construction Manager

Name — Date

Approved by: City of Sherman

Name — Date

Approval Signatures are on the PCO cover sheet from Plummer

Basis of Estimate: Submersible Pump Discharge Elbow Upsize

Summary

1. Influent Pump Station	**Total**	**$76,278.00**
1. Added Items		$88,289.00
2. Credited Items		-$12,011.00
2. RAS Pump Station	**Total**	**$85,710.00**
1. Added Items		$103,809.00
2. Credited Items		-$18,099.00
3. Additional Freight	**Total**	**$10,050.00**
	Sub Total	**$172,038.00**
	Discount (15%)	**-$28,815.00**
	Grand Total	**$143,223.00**

1. Influent Pump Station

Total	$76,278.00

The Work Change Directives make the following additions, modifications, or deletions to the Work described in the Contract Documents:

- Add two (2) 20”x20” base elbows
- Add two (2) 12”x20” discharge adapters
- Add two (2) 12”x12” base elbows
- Add two (2) 8”x12” discharge adapters
- Remove two (2) 12”x12” base elbows
- Remove two (2) 8”x8” base elbows.

Additional information: Lead time on 20x20 Base Elbows: 20-24 weeks

2. Influent Pump Station

Total	$85,710.00

The Work Change Directives make the following additions, modifications, or deletions to the Work described in the Contract Documents:

- Add (3) 20”x20” base elbows
- Add three (3) 12”x20” discharge adapters
- Remove three (3) 12”x12” base elbows
- Reduce the rating of three (3) RAS pumps from 47 HP to 33.5 HP.
- Based on the wetwell depth of 20’ for the RAS station, intermediate brackets are not needed,

Additional information: Lead time on 20x20 Base Elbows: 20-24 weeks

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

3. **Additional Freight**

Total	$10,050.00

Increase in Freight from supplier.

Attachments

1. COSK CHGM Work Change Directive 0011
2. GPS Change Order Quote - Sherman South WWTP MBR PACKAGE 1
3. Global Pump Solutions Discount

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Work Change Directive No.: 11 **Description:** Submersible Pump Discharge Elbow upsize

Specification: 43 25 00-PS

Drawing No.: multiple **Detail Description:** Provide upsized discharge elbow and adapter plate for 7 pumps

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Provide two (2) 20”x20” base elbows, two (2) 12”x20” discharge adapters, two (2) 12”x12” base elbows, and two (2) 8”x12” discharge adapters at the influent pump station and, remove two (2) 12”x12” base elbows and two (2) 8”x8” base elbows at the influent pump station. Provide 3 20”x20” base elbows and three (3) 12”x20” discharge adapters at the RAS pump station, and remove three (3) 12”x12” base elbows at the RAS pump station. Reduce rating of three (3) RAS pumps from 47 HP to 33.5 HP. These changes are included as the recommendations in the attached letter from the engineer. Drawings M-213, M-214, and M-602 are intended to be updated and provided as IFC drawings in a separate Work Change Directive.

Purpose of Work Change Directive:

With this change, the pump stations can remain in service during future pump upgrades.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices

☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

☒ Schedule attached to show impacts and justification for requested change in Contract Times if applicable

Work Change Directive

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman		1513-U
Contractor:	Kiewit Water Facilities South Co.		105718
Engineer:	Plummer Associates		1422-005-02

Compensation for this Work Change Directive may not exceed: $ N/A

Recommended by: Design Engineer

Name: [signature] Date: 3/14/2024

Recommended by: Project Construction Manager

Name: Ben Boord Date: 3/14/24

Approved by: Kiewit Water Facilities South Co.

Name: Kory.Kyllo Digitally signed by Kory.Kyllo DN: CN=Kory.Kyllo, OU=Employees, OU=Users, OU=Kiewit, DC=KIEWITPLAZA, DC=com Date: 2024.03.20 14:14:23-05'00' Date:

Approved by: Program Manager

Name: [signature] Date: 3/15/24

Approved by: Greater Texoma Utility Authority

Name: [signature] Digitally signed by Paul Sigle DN: O=GTUA, CN=Paul Sigle, E=paul@gtua.org Reason: I am the author of this document Location: Date: 2024.03.15 09:32:49-05'00' Foxit PDF Editor Version: 2023.2.0 Date: 3/15/2024

Approved by: City of Sherman

Name: [signature] Digitally signed by Tom Pruitt Date: 2024.03.15 08:58:25-05'00' Date:

1422-005-02

3/11/2024

Tom Pruitt, P.E.
Utility Engineer
City of Sherman
City Hall 220 W. Mulberry St.
Sherman, TX 75090

Re: City of Sherman
Public Works #1513-U
South Wastewater Treatment Plant – MBR Project
Global Pump Solutions Submersible Pump Discharge Elbow Change

Dear Mr. Pruitt:

The Influent Pump Station (IPS) and Return Activated Sludge Pump Station (RAS PS) submersible pumps were preselected in Equipment Package 3. The selected manufacturer for these pumps was Sulzer, which is represented by Global Pump Solutions (GPS). The original bid price included discharge elbows for each pump (four at the IPS and three at the RAS PS) that would need to be replaced when the IPS and RAS PS submersible pumps are upsized in the future. Replacing the discharge elbows would require taking the IPS partially offline and the RAS PS fully offline.

The design team engaged GPS and the CMAR to amend the scope of supply to furnish discharge elbows suitable for the future pumps. The cost breakdown is included in Table 1 on page 2 of this letter.

Plummer recommends that the cost increase of $192,587.17 be approved for several reasons. The IPS could have one wet well compartment taken offline at a time to complete the pump replacement process. However, the flows to the plant at the time of the pump replacement will be approaching the capacity of one wet well compartment. Bypass pumping may be required if influent flows exceed the storage volume available at the Emergency Storage Basins. Additional fittings would also be needed if the larger elbow installation is deferred. Two 45^{o} bends on each pump discharge (8 total) would be required to avoid having the discharge piping conflict with the pump guide rails if the smaller elbows were kept in the scope of supply. These fittings were not included in the scope of the Process Mechanical bid package (BP08-001) and would be a cost increase. The RAS PS cannot be taken offline while the MBR plant is in operation. If the discharge elbows were not upsized, bypass pumping would be required, which could be up to 16 MGD to 20 MGD.

It is recommended that all seven submersible pump discharge elbows be upsized for the future pumps in this project to facilitate easier replacement of pumps in the future, eliminate the need for bypass pumping, and eliminate the need for additional fittings on the IPS pump discharge piping.

1320 S. University Drive, Suite 300
Fort Worth, Texas 76107
Phone 817.806.1700
Plummer.com
TBPE Firm No. 13

Table 1: GPS Submersible Pump Discharge Elbow Cost Breakdown

Description	Cost
Influent Pump Station	
Added Items	$88,289.00
Credited Items	-$12,011.00
Influent Pump Station Subtotal	$76,278.00
RAS Pump Station	
Added Items	$103,809.00
Credited Items	-$18,099.00
RAS Pump Station Subtotal	$85,710.00
Additional Freight	
Additional Freight Subtotal	$10,050.00
Subtotal	$172,038.00
Discount	-$28,815.00
Subtotal	**$143,223.00**
CMAR Fees	
General Conditions (12.2%)	$19,045.79
Contingency (9%)	$12,890.07
CMAR Fee (9.95%)	$17,428.31
CMAR Fees Subtotal	**$49,364.17**
Total	**$192,587.17**

If you have any questions concerning this recommendation, please contact me at 972-996-5720. We look forward to continuing working with you during the design and construction of this important project.

Sincerely,

PLUMMER ASSOCIATES, INC.

Quentin Geile

Quentin M. Geile, P.E.
Project Engineer

QMG/bkz

1320 S. University Drive, Suite 300
Fort Worth, Texas 76107
Phone 817.806.1700
Plummer.com
TBPE Firm No. 13

cc: Nathan Whiddon, City of Sherman, nathanw@cityofsherman.com
Ron Mick, Plus Six Engineering, ron.mick@plussixengineering.com
Freddy Mena, Mead & Hunt, Freddy.Mena@meadhunt.com
BK Zaveri, Mead & Hunt, BK.Zaveri@meadhunt.com
Alan Davis, Plummer, adavis@plummer.com
Sherri van der Wege, Plummer, svanderwege@plummer.com
Brian Beach, Plummer, bbeach@plummer.com
Colin Bunker, Kiewit, colin.bunker@kiewit.com

1320 S. University Drive, Suite 300
Fort Worth, Texas 76107
Phone 817.806.1700
Plummer.com
TBPE Firm No. 13

Global Pump Solutions LLC
WWW.GLOBALPUMPSOLUTIONS.NET
4541 JD Mouser Pkwy
Alvarado, TX 76009
972-449-5770

From: Charles Norman
Cell Phone: 817-781-5858
E-mail direct: Charles@gpspumps.com
Document: Sherman South WWTP
Date: 1/30/24

Section 43 23 00-PS Pumps, Submersible Centrifugal

Influent Station Larger Pumps (5,600 gpm per pump):

Two (2) 20" x 20" Base Elbows: **$49,155.00 TOTAL**
- Credit for originally quoted 12" x 12" base elbows: **$8,207.00 TOTAL**

Two (2) 12" x 20" Discharge Adapter: **$16,725.00 TOTAL**

Influent Station Smaller Pumps (2,800 gpm per pump):

Two (2) 12" X 12" Base Elbows: **$8,009.00 TOTAL**
- Credit for originally quoted 8" x 8" base elbows: **$3,804.00 TOTAL**

Two (2) 8" x 12" Discharge Adapter: **$14,400.00 TOTAL**

RAS Pumps:

Three (3) Sulzer ABS Pump, ~~47HP~~, 460volt, 3 Phase, explosion proof, electric submersible motors with 50' power cable, and 20' SS Lifting Chain
- Credit for go from 47HP to 33.5HP pumps (same pump model): **$4,782.00 TOTAL**

Three (3) 20" x 20" Base Elbows: **$74,540.00 TOTAL**
- Credit for originally quoted 12" x 12" base elbows: **$12,342.00 TOTAL**

Three (3) 12" x 20" Discharge Adapter: **$29,269.00 TOTAL**

~~Three (3) Intermediate Guide Bar Brackets~~
- Credit for originally quoted intermediate guide rail brackets: **$975.00 TOTAL**

CLARIFICATIONS
- Based on the wetwell depth of 20' for the RAS station, intermediate brackets are not needed, so that is why there is a credit offering for this

TOTAL PRICE FOR ALL ADDERS ABOVE: $192,098.00
FREIGHT ADDER: $10,050.00
TOTAL DEDUCT FOR ALL CREDITS ABOVE: $30,110.00
FINAL TOTAL CHANGE ORDER PRICE ADDER: $172,038.00 inc freight to jobsite

Lead time on 20x20 Base Elbows: 20-24 weeks

1. No piping, valves, fittings, kellum grips, or any other equipment not specifically listed above will be included
2. The price quoted is F.O.B. Jobsite
3. Federal taxes, state taxes, or local taxes are NOT included

Thank you,

Global Pump Solutions LLC
WWW.GLOBALPUMPSOLUTIONS.NET
4541 JD Mouser Pkwy
Alvarado, TX 76009
972-449-5770

Charles Norman

Charles Norman
Global Pump Solutions
Regional Sales Manager
(817) 781-5858 Cell

Charles.Wampler

From: Charles.Wampler
Sent: Thursday, March 7, 2024 2:11 PM
To: Ron Mick; Brian.Beach-PTR; Thomas.Young-PTR
Subject: FW: [External]RE: Global Pump Solutions Pumps

Hi Ron,
See below discount offered by GPS. Can you please help push this through this week?

	GPS	Below the Line	Comments
Original	$ 172,038.00	$ 231,333.74	
Discounted 15%	**$ 143,223.00**	**$ 176,685.48**	9% CMAR Contingency removed
Savings	$ 28,815.00	$ 54,648.26	

Thanks,
Charles

From: Kate.White <Kate.White@kiewit.com>
Sent: Thursday, March 7, 2024 1:53 PM
To: Charles.Wampler <Charles.Wampler@kiewit.com>
Cc: Andrew.Lattof <Andrew.Lattof@kiewit.com>; Michael.Odrowski <Michael.Odrowski@kiewit.com>
Subject: FW: [External]RE: Global Pump Solutions Pumps

FYI - See below from GPS.

Please let us know what the city directs and I'll revise the CO if they want to move forward.

Thanks,

Kate White
Supply Chain Specialist III

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
Cell: (480) 521-3312
Kate.white@kiewit.com

From: Charles Norman <charles@gpspumps.com>
Sent: Thursday, March 7, 2024 12:28 PM
To: Kate.White <Kate.White@kiewit.com>; Marc Cashion <marc@gpspumps.com>
Cc: Andrew.Lattof <Andrew.Lattof@kiewit.com>; Lance Reed <lance@gpspumps.com>; Michael.Odrowski <Michael.Odrowski@kiewit.com>
Subject: Re: [External]RE: Global Pump Solutions Pumps

Kate,

I just got off the phone with the factory. In an effort to keep things moving and save everyone a lot of time here, we would like to offer a 15% discount off the original price adder quoted of $192,098.00. The factory believes they may be able to improve upon their source for some of the raw materials.

Therefore, final change order price adder would be $172,038.00 - $28,815.00 = **$143,223.00**

I had actually spoken with Plummer on this earlier today and it seems like there was some misunderstanding on the quantities in our change order, but would still like to extend this discount to the city.

Have a great day today!

Charles Norman
Mobile: (817) 781-5858
charles@gpspumps.com
www.GlobalPumpSolutions.net
4541 JD Mouser Pkwy
Alvarado, TX 76009

From: Kate.White <Kate.White@kiewit.com>
Sent: Thursday, March 7, 2024 9:49:34 AM
To: Charles Norman <charles@gpspumps.com>; Marc Cashion <marc@gpspumps.com>
Cc: Andrew.Lattof <Andrew.Lattof@kiewit.com>; Lance Reed <lance@gpspumps.com>; Michael.Odrowski <Michael.Odrowski@kiewit.com>
Subject: RE: [External]RE: Global Pump Solutions Pumps

Hi Charles,

Michael and I just spoke and we think it might impact their decision and help push this forward if you wouldn't mind looking into any discount. Thank you for your continued efforts on this and we'll keep you updated with any news.

Thanks,

Kate White
Supply Chain Specialist III

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
Cell: (480) 521-3312
Kate.white@kiewit.com

From: Charles Norman <charles@gpspumps.com>
Sent: Thursday, March 7, 2024 8:27 AM
To: Kate.White <Kate.White@kiewit.com>; Marc Cashion <marc@gpspumps.com>
Cc: Andrew.Lattof <Andrew.Lattof@kiewit.com>; Lance Reed <lance@gpspumps.com>; Michael.Odrowski

<Michael.Odrowski@kiewit.com>
Subject: Re: [External]RE: Global Pump Solutions Pumps

Kate,

Ok. Considering all the effort that has been put into this already and the process in which would need to be taken place with the factory to reverse all these changes, do you think there would be any benefit in me seeing if the factory could offer any discounts to keep things moving the way they are currently?

Have a great day today!

Charles Norman
Mobile: (817) 781-5858
charles@gpspumps.com
www.GlobalPumpSolutions.net
4541 JD Mouser Pkwy
Alvarado, TX 76009

From: Kate.White <Kate.White@kiewit.com>
Sent: Thursday, March 7, 2024 9:05:58 AM
To: Charles Norman <charles@gpspumps.com>; Marc Cashion <marc@gpspumps.com>
Cc: Andrew.Lattof <Andrew.Lattof@kiewit.com>; Lance Reed <lance@gpspumps.com>; Michael.Odrowski <Michael.Odrowski@kiewit.com>
Subject: RE: [External]RE: Global Pump Solutions Pumps

Hi Charles,

The city said the cost of the upsized discharge elbows is too high and they will be included in the future pump upsizing project. However, I'm seeing more back and forth on the matter with the engineer. I would wait to change anything until we have better direction.

Thanks,

Kate White
Supply Chain Specialist III

CITY OF SHERMAN CMAR
302 Cliff Hestand Sherman TX, 75090
Cell: (480) 521-3312
Kate.white@kiewit.com

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO: 1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 08

DESCRIPTION:

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.

By: Kory Kyllo Date: 4/2/2024

ENGINEER'S RESPONSE

We respond to your request as follows:

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach, PE CCM Date: 4/3/2024

Engineer: Date: 4.3.2024

Program Manager: Date: 4-4-24

Owner: Digitally signed by Tom Pruitt Date: 2024.04.04 11:22:26-05'00' Date: 4/4/2024

PLUMMER

POTENTIAL CHANGE ORDER REQUEST
ATTACHMENT A
SCOPE OF WORK

POTENTIAL CHANGE ORDER

Kiewit

Date: March 26, 2024	Potential Change Order #: PCO-0008	Revision #: 2
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: 01 31 00 Project Management

Description of the Proposed Change Order Work: Control point and permanent baseline installation

CMAR received correspondence with Tom Pruitt. CMAR is providing this PCO along with the Basis of Estimate and attachments in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. There is currently no anticipated impact on schedule.

This additional scope results in an addition for GMP A.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)	Contingency 9% ($)	Additional GCs (12.2% When>$155m)	Fee 9.95% ($)	Change Impact ($)
$7,204.70	$648.42	$958.08	$876.71	**$9,687.91**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 4/2/2024
Contractor Date

Recommended by: Design Engineer

Name *Date*

Approved by: Program Manager

Name *Date*

Recommended by: Program Construction Manager

Name *Date*

Approved by: City of Sherman

Name *Date*

Approval Signatures are on the PCO cover sheet from Plummer

Basis of Estimate: Control point and permanent baseline installation

Summary

1. Permanent Material Supply	Total	$5,704.70
2. Permanent Material Install	Total	$1,500.00
	Grand Total	**$7,204.70**

1. Permanent Material Supply

Total	$5,704.70

On December 14th, the city of Sherman request from CMAR to set additional control points and permanent baseline for the project on behalf of Plummer (see attached correspondence from Tom Pruitt "FW_Survey needs.msg" and from Jerrod Barner "Re_Survey Monumentation and Control.msg").

The material was purchased from Berntsen for a total of $5,704.70, see attached "Survey monument Invoice – Berntsen INV 306351.pdf".

2. Permanent Material Install

Total	$1,500.00

The installation took 30 minutes per survey monument. There were 15 monuments to install so the total installation duration represents 7.5 hours.

The installation was performed by the Survey Manager due to the stage of the project. As per "COSK-PSE-AMD0001-Amendment 01", under the "Price Basis: General Conditions, Site Services, Early Procurement, and Contingency", the Survey Manager rate comes at $8,000.00 per week which represents $200.00 per hour.

Attachments

1. FW_Survey needs.msg
2. Survey monument Invoice – Berntsen INV 306351.pdf
3. Re_Survey Monumentation and Control.msg

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

maxime.cousineau

De: Jerrod.Barner
Envoyé: 6 février 2024 06:43
À: Charles.Wampler
Objet: FW: Survey needs

Charles,

Below is the last I have from Tom in regards to the Survey Monuments.

JERROD BARNER
Sr. Survey Manager

Kiewit Water Facilities South Co.
302 Cliff Hestand Road, Sherman, TX 75090
C: 817-914-5997
www.kiewit.com

From: Pruitt, Tom <tomp@cityofsherman.com>
Sent: Thursday, December 14, 2023 8:01 AM
To: Kerr, Sarah <skerr@plummer.com>
Cc: Alan.Davis-PTR <adavis@plummer.com>; Jerrod.Barner <Jerrod.Barner@kiewit.com>
Subject: [EXTERNAL] Survey needs

Sarah,

The point man for Kiewit Survey Team is Jerrod Barner. His number is 817-914-5997 and email jerrod.barner@kiewit.com.

This is a reminder to coordinate with Doug Underwood to Kiewit in setting another control point or two for them and for permanent baseline.

Doug shall coordinate with me for payment for this work, we authorize it.

Thanks,

Tom Pruitt, P.E.

Utility Engineer

Sherman
CLASSIC TOWN. BROAD HORIZON.

220 W Mulberry St.
Sherman, TX 75091
(903) 892-7212
tomp@cityofsherman.com ←New email
↘☩Ω↗↘

Berntsen®
5418 Monument Ln. Madison, WI 53704 | P: 800-356-7388 | F: 800-249-9794

INVOICE

Invoice No.	Date
306351	12/15/2023
Refer to Invoice Number	
306351	

Sold To
KIEWIT POWER CONSTRUCTORS CO
PO BOX 452500
OMAHA, NE 68145-2500

ATTN: ACCOUNTS PAYABLE

Ship To
KIEWIT WATER FACILITIES SOUTH
302 CLIFF HESTAND RD
SHERMAN, TX 75090-3560

ATTN: CHANDLER PETERSON

Sales Order	Cust No	Customer PO	Order Date	Tax	Mark Shipment	Terms
0706008-0000	008414	4503290148	12/7/2023	T		NET 30 DAY

Salesperson	Ship Date	Shipped Via	FOB Point	Ins	Tracking Number
JENNY ELLESTAD	12/14/2023	UPS	ORIGIN		1Z5764540391792546

Item	T	Quantity Order	BO	Ship	Part Number/Revision	Description	Unit Price $	Amount $
						WEB ORDER: 0		
001	S	15		15	BMAC6-PL	BENCHMARK ACCESS COVER COMPLETE UNIT FOR 6" PVC	80.00	1,200.00
002	S	15		15	MTSD14 A	CAP TOP SEC 3-1/4" FOR 3/4" M ALUM ROD BLANK/NO STAMPING	21.65	324.75
003	S	15		15	MTSDR3 A	ROD-TSD 3/4" X 3' MACHINED W/FLOATING THREAD	36.48	547.20
007	S	15		15	MHDR12 A	POINT HDR12 FOR 3/4 ROD	6.50	97.50
008	S	75		75	MHDRR5 B	ROD: 3/4" X 5' ALUMINUM ROD WITH FLOATING THREAD	31.00	2,325.00
009	S	15		15	MHDRR3 B	ROD: 3/4" X 3' ALUMINUM ROD WITH FLOATING THREAD	25.00	375.00
010	S	1		1	MDA A	KIT MANUAL DRIVING ADAPTER 9/16", 5/8" OR 3/4" ROD	135.94	135.94
						SUBTOTAL		5,005.39
						Texas .06250		356.55
						FREIGHT CHARGES		699.31
						Total $		6,061.25

REMIT PAYMENT TO: BERNTSEN INTL, PO BOX 8670, MADISON, WI 53708
ACH BANK: FIRST BUSINESS BANK ROUTING #: 075905787 ACCOUNT #: 108501800
WIRE TRANSFER BANK: FIRST BUSINESS BANK SWIFT: FBBMUS44 ROUTING #: 075905787 ACCOUNT #: 108556000
AR CONTACT AR@BERNTSEN.COM OR 608-249-8549 OPT 4

maxime.cousineau

De: Jerrod.Barner
Envoyé: 14 décembre 2023 16:57
À: Charles.Wampler
Objet: Re: Survey Monumentation and Control

These are not in our scope of work.

Jerrod

Sent from my iPhone

> On Dec 14, 2023, at 4:42 PM, Charles.Wampler <Charles.Wampler@kiewit.com> wrote:
>
> Hi Jerrod,
> Were these monuments in our scope of work or do we need a change order?
>
> Thanks,
> Charles

From: Jerrod.Barner <Jerrod.Barner@kiewit.com>
Sent: Wednesday, December 13, 2023 3:21 PM
To: Pruitt, Tom <tomp@cityofsherman.com>
Cc: Colin.Bunker <Colin.Bunker@kiewit.com>; kory.kyllo <kory.kyllo@kiewit.com>; Tyler.Bly <Tyler.Bly@kiewit.com>; John.Lavelle <John.Lavelle@Kiewit.com>; Gary.Burgess <Gary.Burgess@kiewit.com>; Charles.Wampler <Charles.Wampler@kiewit.com>
Subject: Survey Monumentation and Control

Tom,

Thank you for taking the time to discuss the issue with Survey Control Monuments and proposed solution going forward with me this afternoon in the Civil breakout session. Below is a summary of what we discussed:

1. As agreed, there is not sufficient Survey Monumentation for the project.
2. Kiewit plans to set permanent survey monumentation for the project.
    1. We will set Deep Rod Monuments that will be driven to 30’ or refusal.
3. Once set and cured Kiewit will let you know when they are ready to be surveyed and The City will engage their surveyor of choice to set Coordinates and Elevations on them.
4. Data provided back to Kiewit will have the following information for each monument.
    1. Surface Coordinates and Elevations
    2. Grid Coordinates and Elevations
    3. The Scale Factor to Covert between Grid & Surface Coordinates.

We will be happy to work with the licensed surveyor for any needs they may have from us. As we all know time is of the essence given the current schedule and pace of the project and we will need to have this completed before we begin any staking or construction of permanent structures. The material is on order for these monuments, and we will be setting them as soon as all material is on site.

Again, thank you for the help on this matter.

Regards,

<image001.png>

JERROD BARNER
Sr. Survey Manager

Kiewit Water Facilities South Co.
302 Cliff Hestand Road, Sherman, TX 75090
C: 817-914-5997
www.kiewit.com

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO: 1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 009

DESCRIPTION:

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.

By: Kory Kyllo Date: 3/29/2024

ENGINEER'S RESPONSE

We respond to your request as follows:

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: Brian Beach, PE CCM Date: 4/3/2024

Engineer: Date: 4·3·2024

Program Manager: Date: 4-4-24

Owner: Digitally signed by Tom Pruitt Date: 2024.04.04 11:25:00-05'00' Date: 4/4/2024

PLUMMER

POTENTIAL CHANGE ORDER REQUEST
ATTACHMENT A
SCOPE OF WORK

POTENTIAL CHANGE ORDER

Kiewit

Date: March 26, 2024	Potential Change Order #: PCO-0009	Revision #: 0
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: Instruction for Proposers

Description of the Proposed Change Order Work: Partnering Meeting

Per Article 29 of the Instructions for Proposers (00 21 16), a proposal for partnering was presented to Pape-Dawson on August 18, 2023 for consideration, see attached email. This was reviewed and discussed with City of Shermans' Program Manager Pape-Dawson, see attached email chain. Paradyne Consulting Works provided an invoice for their services in conducting this Partnering meeting.

CMAR is providing this PCO along with the Basis of Estimate and attachments in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A. There is currently no anticipated impact on schedule.

This additional scope results in an addition for GMP A.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)	Contingency 9% ($)	Additional GCs (12.2% When>$155m)	Fee 9.95% ($)	Change Impact ($)
$9,129.29	$821.64	$1,214.01	$1,110.91	**$12,275.85**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ 3/29/2024

Contractor — Date

Recommended by: Design Engineer

Name — *Date*

Approved by: Program Manager

Name — *Date*

Recommended by: Program Construction Manager

Name — *Date*

Approved by: City of Sherman

Name — *Date*

Approval Signatures are on the PCO cover sheet from Plummer

Basis of Estimate: Partnering Meeting

Summary

1. Paradyne Partnering Meeting	Total	$9,129.29
	Grand Total	**$9,129.29**

1. Paradyne Partnering Meeting

Total	$9,129.29

On August 18th, Pape-Dawson Engineers requested from CMAR for support in coordinating a partnering meeting on September 25th. Paradyne consulting has been contacted to further develop the collaboration / relationship between all parties. This was reviewed and discussed with City of Shermans' Program Manager Pape-Dawson, see attached email chain. Paradyne Consulting Works provided an invoice for their services in conducting this Partnering meeting.

Attachments

1. AME 0002 Partnering Back up Docs (correspondence & invoice)

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Charles.Wampler

Subject: FW: Sherman Partnering

From: Colin.Bunker <Colin.Bunker@kiewit.com>
Sent: Tuesday, September 12, 2023 10:12 AM
To: Joe Castillo @PD <JCastillo@pape-dawson.com>
Cc: Toby Flinn @PD <TFlinn@pape-dawson.com>
Subject: RE: Sherman Partnering

Thanks for this Joe,
I've added David G and Quentin G per Alan and the Kiewit folks (Terry C, Colin B, Kory K, and Tyler B) and sent off to Jon S, the facilitator. I've suggest Jon reach out to Clint, Toby, Alan, and Myself for any initial questions. If you have been able to confirm the location, I can get a meeting invitation sent out to all so it is on all our calendars. Please share when known and if you prefer I send with a TBD location, please let me know. Thanks,

Kiewit

Colin Bunker
Kiewit Infrastructure Co.
10055 Trainstation Circle, Lone Tree, CO 80124
303-710-3848 cell
kiewit.com

From: Joe Castillo @PD <JCastillo@pape-dawson.com>
Sent: Monday, September 11, 2023 5:21 AM
To: Colin.Bunker <Colin.Bunker@kiewit.com>
Cc: Toby Flinn @PD <TFlinn@pape-dawson.com>
Subject: [EXTERNAL] RE: Sherman Partnering

Colin,

Please utilize the list below. You'll have to defer to Alan Davis if there's anyone else you all may feel that needs to attend from Plummer's side.

If you'll get the invite out and attach an agenda if available. Thanks Colin.

NAME	ORGANIZATION	TITLE	EMAIL
Clint Philpot	City of Sherman	Assistant City Manager	clintp@cityofsherman.com
Wayne Lee	City of Sherman	Director of Engineering	waynel@cityofsherman.co
Tom Pruitt	City of Sherman	Utility Engineer	tomp@cityofsherman.com
Nathan Whiddon	City of Sherman	Wastewater Superintendent	nathanw@cityofsherman.c
Jeff Rigdon	City of Sherman	Wastewater Supervisor	jeffr@cityofsherman.com
Chester Wilson	City of Sherman	Pre-Treatment Supervisor	chesterw@cityofsherman.c
Toby Flinn	Pape Dawson- Program Manager	Program Manager	tflinn@pape-dawson.com
Joe Castillo	Pape Dawson- Program Manager	Deputy Program Manager	jcastillo@pape-dawson.co
Ron Mick	Pape Dawson- Program Manager	Senior Project Manager	ron.mick@plussixengineer

Eugene Chung	Pape Dawson- Program Manager	Programs Control Director	echung@pape-dawson.cor
Alan Davis	Plummer	Principal	adavis@plummer.com
Sherri van der Wege	Plummer	Senior Project Manager	svanderwege@plummer.c

Joe Castillo, CFM, PMP, LEED AP, ENV SP | **Programs Control Director**
Pape-Dawson Engineers
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10193974

10350 Richmond Ave., Suite 200, Houston, TX 77042
P: 713-428-2400 | **E:** JCastillo@pape-dawson.com

Houston | San Antonio | Austin | Fort Worth | Dallas | New Braunfels | Corpus Christi

From: Joe Castillo @PD
Sent: Thursday, September 7, 2023 6:13 PM
To: Colin.Bunker <Colin.Bunker@kiewit.com>; Toby Flinn @PD <TFlinn@pape-dawson.com>
Subject: RE: Sherman Partnering

Colin,

Standby for confirmation, looks like we will have availability at one of Sherman's large training facilities.

1. Working on the roster.
2. Generally speaking, times work, will continue to firm this up
3. Placeholder is out to Pape-Dawson attendees and a few select Sherman folks, still working on final roster and at that point, you can send out a formal invite
4. Will provide with final roster

Thanks Colin.

From: Colin.Bunker <Colin.Bunker@kiewit.com>
Sent: Wednesday, August 30, 2023 11:00 AM
To: Toby Flinn @PD <TFlinn@pape-dawson.com>
Cc: Joe Castillo @PD <JCastillo@pape-dawson.com>
Subject: RE: Sherman Partnering

Hi Toby
Jon was able to confirm the 25th. Below are the basic setup questions I need some help on. Can you please provide this week so we can lock in details and get initial questionnaires sent out? Thanks again for the help,

From Jon, There are only a few initial details to attend to:

1. The roster of attendees at the Partnering Meeting (Name / Position / Org / Email). We will have an Exec Huddle (PMs and up) for the first hour, and then the project team will join in. I need help with the roster for all other team members, can you please provide? I can work with Kory and Jon to setup a meeting location once we have a count.

2. Deciding on the hours and arranging the venue. I suggest: Does this timing suit your team? I think ending with a social is always a good idea.
    1. 11:00 – 12:00 Exec Huddle
    2. 12:00 – 1:00 Lunch for all
    3. 1:00 – 5:00 Team Partnering Meeting
    4. 5:00 - 6:00 Social Hour
3. Getting invitations out to this group (I can do this or you can) If you want to send out a placeholder to all participants we can update once a venue is secured, does that work?
4. Letting me know who the principals are from each organization for me to contact (PM or equivalent and the first line off-site exec) This one is a bit trickier on this job given our discussion yesterday, so I need your help for identifying which organizations need to be part of this group and which members will drive. Sounded like Alan for Plummer but I'm not sure who else.

Colin Bunker
Kiewit Infrastructure Co.
10055 Trainstation Circle, Lone Tree, CO 80124
303-710-3848 cell
kiewit.com

From: Toby Flinn @PD <TFlinn@pape-dawson.com>
Sent: Tuesday, August 29, 2023 12:46 PM
To: Colin.Bunker <Colin.Bunker@kiewit.com>
Cc: Joe Castillo @PD <JCastillo@pape-dawson.com>
Subject: [EXTERNAL] FW: Sherman Partnering

Colin, see below.

Toby Flinn, P.E. , PMP | **Vice President**
Pape-Dawson Engineers
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

911 Central Parkway North, Suite 400, San Antonio, TX 78232
P: 210.375.9000 | **E:** TFlinn@pape-dawson.com

San Antonio | Austin | Houston | Fort Worth | Dallas | New Braunfels | Corpus Christi

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From: Pruitt, Tom <tomp@cityofsherman.com>
Sent: Tuesday, August 29, 2023 1:43 PM
To: Toby Flinn @PD <TFlinn@pape-dawson.com>
Subject: RE: Sherman Partnering

Below, in RED, for responses.
Thanks,

Tom Pruitt, P.E.
Utility Engineer
Sherman
CLASSIC TOWN. BROAD HORIZON.
220 W Mulberry St.
Sherman, TX 75091
(903) 892-7212
tomp@cityofsherman.com ←New email

From: Toby Flinn @PD <TFlinn@pape-dawson.com>
Sent: Tuesday, August 29, 2023 1:38 PM
To: Pruitt, Tom <tomp@cityofsherman.com>
Subject: FW: Sherman Partnering

Tom,

Our partnering consultant cannot meet on Sept 6, sorry about that. Please see below the available dates below to select. Do these work?

Preferred: Sept 25***[Pruitt, Tom]*** Good anytime this date
Available: Sept 26 ***[Pruitt, Tom]*** Good for morning; I have a bid opening at 2:00
& Oct 9***[Pruitt, Tom]*** good all afternoon, have pre-P&Z meeting from 8:30 to noon.

Toby

Toby Flinn, P.E. , PMP | **Vice President**
Pape-Dawson Engineers
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

911 Central Parkway North, Suite 400, San Antonio, TX 78232
P: 210.375.9000 | **E:** TFlinn@pape-dawson.com

San Antonio | Austin | Houston | Fort Worth | Dallas | New Braunfels | Corpus Christi

From: Colin.Bunker <Colin.Bunker@kiewit.com>
Sent: Monday, August 28, 2023 1:51 PM
To: Toby Flinn @PD <TFlinn@pape-dawson.com>
Cc: kory.kyllo <kory.kyllo@kiewit.com>; Joe Castillo @PD <JCastillo@pape-dawson.com>
Subject: Sherman Partnering

Thanks Toby,

I'm sorry but when trying to secure the 6th of September for Partnering I discovered the facilitator was no longer available. After conferring with the facilitator and the Kiewit team it's looking like the following dates are available for our group:

Preferred: Sept 15,18,25
Available: Sept 26 & Oct 9

Can you please check with your team to see if one of these dates suits? Thanks very much,

<image001.png>

Colin Bunker
Kiewit Infrastructure Co.
10055 Trainstation Circle, Lone Tree, CO 80124
303-710-3848 cell
kiewit.com

Paradyne Consulting Works LLC
9949 E Seven Palms Drive
Scottsdale, AZ 85262
www.paradyneconsulting.com

INVOICE

BILL TO
Colin Bunker
Kiewit Sherman WWTP South

INVOICE # REP-5377
DATE 09/29/2023
DUE DATE 10/29/2023
TERMS Net 30

DATE		QTY	RATE	AMOUNT
09/25/2023	**Partnering Meeting**	1	6,750.00	6,750.00
	Airfare	1	1,126.81	1,126.81
	Ground Transportation	1	423.68	423.68
	Meals	1	306.41	306.41
	Printing & Materials	1	522.39	522.39

BALANCE DUE **$9,129.29**

Please make direct deposit to: U.S. Bank
Account #150875301064 | Routing #104000029
Remit address: 9949 E Seven Palms Dr. Scottsdale, AZ 85262
Total due in 30 days; overdue accounts subject to a service charge of 1% per month

PLUMMER

Potential Change Order (PCO) Request

PROJECT NO: 1422-005-03

PROJECT: South Wastewater Treatment Plant - MBR
OWNER: City of Sherman
CONTRACTOR: Kiewit Construction South
ENGINEER: Plummer Associates, Inc.
PCO NO.: 010

DESCRIPTION:

NOTIFICATION BY CONTRACTOR

The Contractor proposes to make the additions, modifications, or deletions to the Work described in the Contract Documents, as shown in Attachment "A" and requests that you take the following action:

- ☐ Notify us that you concur that this change does not require a change in Contract time or amount and issue a Field Order.
- ☒ Issue a Change Order for performing the described change. Change in Contract amount is indicated in the attached detailed cost breakdown of labor, materials, equipment and all other costs associated with this change. Impacts on Contract Time are shown in the attached revised schedule.
- ☐ Authorize the Contractor to proceed with the described change. Payment will be requested at the unit price bid.
- ☐ Authorize the Contractor to proceed with the change under the time and materials provisions of the Contract.

By: Kory Kyllo Date: 4/4/2024

ENGINEER'S RESPONSE

We respond to your request as follows:

- ☐ We concur that this is a no cost or time change. See attached/forthcoming Field Order No. / comments.
- ☒ Your proposal is recommended to the Owner. See attached/forthcoming proposed Change Order.
- ☐ Proceed with the change at the unit price bid.
- ☐ Proceed with the change under the time and materials provisions of the Contract.
- ☐ Additional information is required to evaluate this request. Provide information as described in the attached comments and resubmit.
- ☐ Potential Change Order Request is not accepted.

Construction Manager: _____ Date: 4/4/24

Engineer: _____ Date: 4-4-24

Program Manager: _____ Date: 4-4-24

Owner: _____ Date: 4/4/2024

Digitally signed by Tom Pruitt
Date: 2024.04.05 07:54:08-05'00'

POTENTIAL CHANGE ORDER

Kiewit

Date: April 04, 2024	Potential Change Order #: PCO-0010	Revision #: 0
To: City of Sherman (COS) 220 W. Mulberry Street Sherman, TX 75090	Contract #: 1513-U Construction Manager at Risk (CMAR)	Project: South WWTP - MBR

Drawing, Specification, Equipment Number or Other Reference: WCD 014 Eaton Electrical Equipment

Description of the Proposed Change Order Work: Eaton Electrical Equipment changes as per WCD 14

CMAR received WCD 014. CMAR is providing this PCO along with the Basis Estimate and attachments in accordance with General Conditions 1.01 A. 51., 10.01 A. and B., and 10.03 A.

The material lead time has not changed. Impacts on installation have not been evaluated and are not included.
The CMAR support services are T&M per Amendment 1 and are not included in this PCO.

This additional Scope results in an addition for GMP C – Equipment Package 3.

Construction				**Estimated Effect on Contract Price**
Lump Sum ($)	Contingency 9% ($)	Additional GCs (12.2% When>$155m)	Fee 9.95% ($)	Change Impact ($)
$109,868.00	$9,888.12	$14,610.25	$13,369.45	**$147,735.82**

Detailed components of above categories must accompany this estimate (discipline, craft, commodity of material, etc.)

Estimated Effect on Project Schedule (calendar days)		**Estimated Effect on Contract Terms**
Substantial Completion	N/A	N/A
Final Completion	N/A	N/A

Recommended by: Kiewit Water Facilities South Co.

Project Manager: _____ Contractor

4/4/2024
Date

Basis of Estimate: Eaton Electrical Equipment

Summary

1. Eaton Electrical Equipment Modification	Total	$109,868.00
	Grand Total	**$109,868.00**

1. Eaton Electrical Equipment Modification

Total	$109,868.00

The attached Work Change Directive make the following additions, modifications, or deletions to the Work described in the Contract Documents:

2. Drawing E-450, Blower Building, Switchboard SWBD-450
    a. Switchboard SWBD-450
        i. Additional breakers added for additional equipment.
3. Drawing E-550, Membrane Support Building, Switchboard SWBD-500 One-Line Diagram
    a. Additional 45KVA 480V to 208/120V added for Lighting Panel LP-500 for additional HVAC loads.
    b. Permeate Pump horsepower changed for 60 to 75 horsepower. The 60hp VFDs will now be used at the relift pump station. New 75 horsepower VFD required for permeate pumps.
    c. RAS Wetwell Mixers added, additional starters required.
    d. Additional breakers added for equipment being added.
4. Drawing E-556, Membrane Support Building, Electrical Room
    b. Lighting Panel LP-500
        i. Additional lighting panel provided for HVAC Equipment and other equipment.
5. Drawings E-700, Tertiary Filters, MCC-1 North and South Modifications
    a. Added mini power center MPC-700 for the filter additional.
    b. Utilizing the 60HP VFDs originally planned for permeate pumps for the relift Pumps.

Exclusions from the Elliott quote

1. Drawing E-331, Equalization Basin, Power Panel PP-330 One-Line Diagram
    a. Power Panel PP-550 – **Shipped to site on February 29th**
        i. Added two (2) 90A/3P Breakers due to increase in hp of air compressors.
4. Drawing E-556, Membrane Support Building, Electrical Room
    a. Lighting Panel LP-550 – **Shipped to site on February 22nd**
        i. Change main breaker from 100A/3P to 125A/3P to account for additional loads.
        ii. Additional breakers were added for HVAC Equipment.

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Attachments

1. COSK-PSE-WCD0014 Eaton Changes
2. C001 – Adder R001 rev 1.
3. Elliot Sherman Weekly Meeting Message

KIEWIT WATER FACILITIES SOUTH CO.
2050 Roanoke Rd, Westlake, TX 76262

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Work Change Directive No.: 14 **Description:** Eaton Electrical Equipment

Specification: N/A

Drawing No.: varies **Detail Description:** Revise Electrical Equipment provided by Eaton

Make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Provide changes described on the attached list from the Electrical Engineer.

Purpose of Work Change Directive:

This change aligns equipment with updated IFC drawings as indicated on the attached list from the Electrical Engineer.

The Owner directs the Contractor to proceed with Work described in this Work Change Directive. Compensation for this Work will be determined using the methods described below. Costs for the Work Change Directive may not exceed the total authorized compensation shown for this Work Change Directive shown below without authorization of the Owner by other Work Change Directives or by Change Order. Contractor is to submit a Change Proposal when impacts on Contract Price and Contract Times can be determined. A Change Order or Contract Amendment is to be issued to incorporate changes in Contract Price and / or Contract Times.

Basis of Compensation:

☐ Unit Prices ☒ Lump Sum calculated using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Time and Materials using Cost of Work provisions in General Conditions Paragraph 12.01

☐ Allowance based on provisions in General Conditions Paragraph 11.02.

Required Documentation:

☒ Detailed cost breakdown attached showing labor, materials, equipment and all other costs for this change

☒ Schedule attached to show impacts and justification for requested change in Contract Times if applicable

Compensation for this Work Change Directive may not exceed: $ N/A

Project:	South Wastewater Treatment Plant - MBR	**Project Number:**	
Owner:	Greater Texoma Utility Authority/City of Sherman	1513-U	
Contractor:	Kiewit Water Facilities South Co.	105718	
Engineer:	Plummer Associates	1422-005-02	

Recommended by: Design Engineer

Name: [signature] Date: 4.2.2024

Recommended by: Project Construction Manager

Name: [signature] Date: 4/1/24

Approved by: Kiewit Water Facilities South Co.

Name: [signature] Date: 4/4/2024

Approved by: Program Manager

Name: [signature] Date: 4/2/24

Approved by: Greater Texoma Utility Authority

Name: [signature] Digitally signed by Paul Sigle DN: O=GTUA, CN=Paul Sigle, E=paul@gtua.org Reason: I am approving this document Location: Date: 2024.04.03 09:14:16-05'00' Foxit PDF Editor Version: 2023.2.0 Date: 4-3-2024

Approved by: City of Sherman

[signature] P.E. Digitally signed by Tom Pruitt Date: 2024.04.03 08:04:05-05'00' Date

1. Drawing E-331, Equalization Basin, Power Panel PP-330 One-Line Diagram
    a. Power Panel PP-550
        i. Added two (2) 90A/3P Breakers due to increase in hp of air compressors.
2. Drawing E-450, Blower Building, Switchboard SWBD-450
    a. Switchboard SWBD-450
        i. Additional breakers added for additional equipment.
3. Drawing E-550, Membrane Support Building, Switchboard SWBD-500 One-Line Diagram
    a. Additional 45KVA 480V to 208/120V added for Lighting Panel LP-500 for additional HVAC loads.
    b. Permeate Pump horsepower changed for 60 to 75 horsepower. The 60hp VFDs will now be used at the relift pump station. New 75 horsepower VFD required for permeate pumps.
    c. RAS Wetwell Mixers added, additional starters required.
    d. Additional breakers added for equipment being added.
4. Drawing E-556, Membrane Support Building, Electrical Room
    a. Lighting Panel LP-550
        i. Change main breaker from 100A/3P to 125A/3P to account for additional loads.
        ii. Additional breakers were added for HVAC Equipment.
    b. Lighting Panel LP-500
        i. Additional lighting panel provided for HVAC Equipment and other equipment.
5. Drawings E-700, Tertiary Filters, MCC-1 North and South Modifications
    a. Added mini power center MPC-700 for the filter additional.
    b. Utilizing the 60HP VFDs originally planned for permeate pumps for the relift pumps.

ELLIOTT ELECTRIC SUPPLY

CO01 - Adder R001

Date:	3/4/2024	**Subtotal Cost: $**	**109,868.00**	Shipping Address:	
Customer:	Kiewit	Estimated Freight:			
Project:	Wastewater Treatn	**Total Cost: $**	**109,868.00**		
Cust. PO:	man Wastewater S	**Approval Signature:**		Shipping Method:	☐ Standard
Elliott BO:	97-18778			☐ Next Day ☐ Two Day	☐ Other

This material will not be entered without this signed change order. Customer will be charged freight unless vendor minimums are met or special freight is requested.

Items

Quantity	Type	Catalog Number	Leadtime	Unit Price	Extended Price
1		R001 Adder			
		change name SWB-200 to SWBD-200			
		Remove 400A Breaker			
		Adjust (1) 500A to 600A			
		change name SWB-450 to SWBD-450			
		Add (1) 500A Breaker, (1) 30A Breaker			
		and (1) 40A Breaker to Section 1			
		Add ((1) 500A Breaker and (1) 40A Breaker			
		to section 5			
		Change name from SWB-500 to SWBD-500			
		Add (4) 30A Breakers and (2) 125A Breaker			
		to section 1			
		Adjust (1) 40A Breaker to 30A			
		Adjust (6) 110A Breaker to 125A			
		Adjust (2) 110A Breaker to 90A			
		Adjust (1) 110A Breaker to 60A			
		Add (4) 30A Breakers to section 5			
		Add (3) 75HP VFD for Permeate Pumps 1-3			
		Add (1) LP-550			
		Add (1) T-550			
		Add (1) T-500			
		Add (1) MPC-700			
		Add (2) RAS Wetwell Mixers			
1	R001	Switchboard Changes		$ 17,867.00	$ 17,867.00
1	R001	VFD's		$ 39,867.00	$ 39,867.00
1	R001	Enclosed Control		$ 14,400.00	$ 14,400.00
1	R001	XFMR/MPC		$ 35,200.00	$ 35,200.00
1	R001	Panelboard		$ 2,534.00	$ 2,534.00

Project Name: Sherman Post Oak 480V Equipment Procurement

Negotiation No: DA750914X3K1

Alternate No: R001

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 75 HP (56 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 12 Enclosure

Catalog No EGS0964A220D010014*
Designation Permeate Pump 1

Catalog No	Qty	List of Materials
Circuit Breaker	1	Circuit Breaker
Engineered Options	1	Engineered Options
--->100KAIC Rated	1	--->100KAIC Rated
DV/DT Filter	1	DV/DT Filter
Light Kit	1	30mm Power On (White), Drive Run (Green), & Drive Fault (Red) Push-To-Test Light Kit - 10250T Series
Misc Light	5	Misc 30mm Push-To-Test Pilot Light - 10250T Series
Timer Relay	1	Timer Relay
Heavy Duty Control Relay	4	Heavy Duty Control Relay
Oversized CPT (250VA Additional)	1	Oversized CPT (250VA Additional)
Standard Enclosure	1	CX Enclosure
Varnished Boards (Standard)	1	Varnished Boards (Standard)
3 x DI, 3 x DO, 1 x thermistor, 24 Vdc/EXT	1	Exp IO - 3 x DI, 3 x DO, 1 x thermistor, 24 Vdc/EXT
3 x PT100 RTD input	1	Exp IO - 3 x PT100 RTD input

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 75 HP (56 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 12 Enclosure

Catalog No EGS0964A220D010014*
Designation Permeate Pump 2

Catalog No	Qty	List of Materials
Circuit Breaker	1	Circuit Breaker
Engineered Options	1	Engineered Options
--->100KAIC Rated	1	--->100KAIC Rated
DV/DT Filter	1	DV/DT Filter
Light Kit	1	30mm Power On (White), Drive Run (Green), & Drive Fault (Red) Push-To-Test Light Kit - 10250T Series
Misc Light	5	Misc 30mm Push-To-Test Pilot Light - 10250T Series
Timer Relay	1	Timer Relay
Heavy Duty Control Relay	4	Heavy Duty Control Relay
Oversized CPT (250VA Additional)	1	Oversized CPT (250VA Additional)
Standard	1	CX Enclosure

Catalog No	Qty	List of Materials
Enclosure		
Varnished Boards (Standard)	1	Varnished Boards (Standard)
3 x DI, 3 x DO, 1 x thermistor, 24 Vdc/EXT	1	Exp IO - 3 x DI, 3 x DO, 1 x thermistor, 24 Vdc/EXT
3 x PT100 RTD input	1	Exp IO - 3 x PT100 RTD input

Item No.	Qty	Product	Description
	1	Drives - Enclosed	EGS 6-Pulse Enclosed Drive w/ 5% Dual DC Link Choke, 75 HP (56 KW) Low Overload (IL) Rated, 480VAC Three Phase Input, NEMA 12 Enclosure

Catalog No EGS0964A220D010014*
Designation Permeate Pump 3

Catalog No	Qty	List of Materials
Circuit Breaker	1	Circuit Breaker
Engineered Options	1	Engineered Options
--->100KAIC Rated	1	--->100KAIC Rated
DV/DT Filter	1	DV/DT Filter
Light Kit	1	30mm Power On (White), Drive Run (Green), & Drive Fault (Red) Push-To-Test Light Kit - 10250T Series
Misc Light	5	Misc 30mm Push-To-Test Pilot Light - 10250T Series
Timer Relay	1	Timer Relay
Heavy Duty Control Relay	4	Heavy Duty Control Relay
Oversized CPT (250VA Additional)	1	Oversized CPT (250VA Additional)
Standard Enclosure	1	CX Enclosure
Varnished Boards (Standard)	1	Varnished Boards (Standard)
3 x DI, 3 x DO, 1 x thermistor, 24 Vdc/EXT	1	Exp IO - 3 x DI, 3 x DO, 1 x thermistor, 24 Vdc/EXT
3 x PT100 RTD input	1	Exp IO - 3 x PT100 RTD input

Item No.	Qty	Product	Description
	1	Panelboards	PRL1X, 42 Circuits, 225A, Fully Rated, 208Y/120V 3Ph 4W, Tin Plated Copper Bus, 22kAIC, 100A, 3P PDD23F0100 Main Breaker[Top Fed], Surface Mounted

Catalog No PCSAEDBTD42C
Designation LP-550

Qty	List of Materials
1	100A, 3P PDD23F0100 Main Breaker
30	20A, 1P QBHW Branch Breaker
6	30A, 2P QBHW Branch Breaker
1	Tin-Plated Copper Main Bus, 225 Amps
1	Std. Bolted Cu Ground Bar (Cu Cable Only)

Qty	List of Materials
1	Panel Nameplate - White with Black Letters
1	Type 3R Enclosure: LWPQ2048

Item No.	Qty	Product	Description
	1	Dry Type Transformers	Transformer Type: General Purpose Vented 3 Phase, 45 KVA, 1 K-Factor 480 Primary Volts 208Y/120 Secondary Volts Temperature Rise 80C with 220C Insulation System Copper Winding Material Sound Reduction : 0 NEMA ST-20 Audible Sound Level: 50 Efficiency : DOE 10 CFR Part 431 (2016) UL Listed : Y Enclosure Type: NEMA 2 (for N3R, select Weather Shield in Mods tab) Operating Frequency: 60 HZ **Catalog No** V48M28B4516CU **Designation** T-550

Qty	List of Materials
1	3 Phase, 45 KVA, 480 Primary Volts, 208Y/120 Secondary Volts, 80C with 220C Insulation System Temperature Rise, Copper Winding Material, 60 HZ
1	XFMR WEATHERSHIELD KIT FITS FRAME FR942
1	TX Lug Kit/1PH 15-37.5KVA / 3PH 15-45KVA

Item No.	Qty	Product	Description
	1	Dry Type Transformers	Transformer Type: Mini Power Centers 1 Phase, 7.5 KVA, 1 K-Factor 480 Primary Volts 120/240 Secondary Volts Temperature Rise 115C Copper Winding Material Sound Reduction : 0 NEMA ST-20 Audible Sound Level: 45 UL Listed : Y Enclosure Type: NEMA 4X Stainless Steel Operating Frequency: 60 HZ Stainless Steel (316) Enclosure **Catalog No** P48G11S0718CUBS64X **Designation** MPC-700

Qty	List of Materials
1	1 Phase, 7.5 KVA, 480 Primary Volts, 120/240 Secondary Volts, 115C Temperature Rise, Copper Winding Material, 60 HZ

Item No.	Qty	Product	Description
	1	Dry Type Transformers	Transformer Type: General Purpose Vented 3 Phase, 45 KVA, 1 K-Factor 480 Primary Volts 208Y/120 Secondary Volts Temperature Rise 80C with 220C Insulation System Copper Winding Material Sound Reduction : 0 NEMA ST-20 Audible Sound Level: 50 Efficiency : DOE 10 CFR Part 431 (2016) UL Listed : Y Enclosure Type: NEMA 2 (for N3R, select Weather Shield in Mods tab) Operating Frequency: 60 HZ **Catalog No** V48M28B4516CU **Designation** T-500

Qty	List of Materials
1	3 Phase, 45 KVA, 480 Primary Volts, 208Y/120 Secondary Volts, 80C with 220C Insulation System Temperature Rise, Copper Winding Material, 60 HZ
1	XFMR WEATHERSHIELD KIT FITS FRAME FR942
1	TX Lug Kit/1PH 15-37.5KVA / 3PH 15-45KVA

Item No.	Qty	Product	Description
	1	Enclosed Controls	ECN2418C0D-R63/CC14P1P2P20P71S3W12C14C14C14C37C36, NEMA - Freedom, NEMA 12 - Dusttight, 5 HP, 460V, Size 1, 120V/60 110V/50 Coil, Circuit Breaker - 15 amp, Drawing Number: , LIST OF MATERIAL:, ECN2418C0D - FVNR Combo Starter, HMCPE or Mag. Trip, STD-SSOL OLR, w/CPT **Catalog No** ECN2418C0D-R63/CC14P1P2P2 **Designation** RAS Wetwell Mixer #1

Catalog No	Qty	List of Materials
C37	1	Wired per drawings loaded in Bidman
R63/C	1	R63/C-Solid State Overload, FLA 4-20
C36	1	Add and Engineer in wiring customer supplied FLYGHT MINICAS 120 Door Mounted
C3	1	C3-With 100 VA extra capacity CPT, 120V/60HZ, 110V 50HZ secondary w/2 primary & 1 secondary fuse
C14	4	C14-4 Pole Control Relay, (Unwired without diagram), A570 Rating - 120V Coil (2NO/2NC)
P1	1	P1-Push-to-Test pilot Light(red RUN) Wired to Coil
P2	1	P2-Push-to-Test pilot Light(green OFF) Wired in Series with Auxiliary Contact
P71	1	P71-Amber Fault Pilot Light
P20	1	P20-Amber RUN Pilot Light
S3	1	S3-HAND-OFF-AUTO Selector Switch
W12	1	W12-Reduced Copy of Custom Wiring Diagram Laminated on Inside of Door

Project Name: Sherman Post Oak 480V Equipment Procurement

Negotiation No: DA750914X3K1

Alternate No: R001

Item No.	Qty	Product	Description
	1	Enclosed Controls	ECN2418C0D-R63/CC14P1P2P20P71S3W12C14C14C14C37C36, NEMA - Freedom, NEMA 12 - Dusttight, 5 HP, 460V, Size 1, 120V/60 110V/50 Coil, Circuit Breaker - 15 amp, Drawing Number: , LIST OF MATERIAL:, ECN2418C0D - FVNR Combo Starter, HMCPE or Mag. Trip, STD-SSOL OLR, w/CPT

Catalog No ECN2418C0D-R63/CC14P1P2P2
Designation RAS Wetwell Mixer #2

Catalog No	Qty	List of Materials
C37	1	Wired per drawings loaded in Bidman
R63/C	1	R63/C-Solid State Overload, FLA 4-20
C36	1	Add and Engineer in wiring customer supplied FLYGHT MINICAS 120 Door Mounted
C3	1	C3-With 100 VA extra capacity CPT, 120V/60HZ, 110V 50HZ secondary w/2 primary & 1 secondary fuse
C14	4	C14-4 Pole Control Relay, (Unwired without diagram), A570 Rating - 120V Coil (2NO/2NC)
P1	1	P1-Push-to-Test pilot Light(red RUN) Wired to Coil
P2	1	P2-Push-to-Test pilot Light(green OFF) Wired in Series with Auxiliary Contact
P71	1	P71-Amber Fault Pilot Light
P20	1	P20-Amber RUN Pilot Light
S3	1	S3-HAND-OFF-AUTO Selector Switch
W12	1	W12-Reduced Copy of Custom Wiring Diagram Laminated on Inside of Door

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

maxime.cousineau

De: Andrew.Lattof
Envoyé: 19 février 2024 13:56
À: Brett.Brice; Kevin.Baca; Michael.Kolosey; Caleb.Fisher; Kory.Kyllo; Colin Price; Shannan Frohlich; Moseley, Patrick; Maria.Rincon; michaelAcordonier@eaton.com; Daniel Jock; Brian.Beach-PTR; Robin.Walker; Priyank.Parikh1
Cc: Jissel.Ramirez; van der Wege, Sherri
Objet: RE: Elliot/Sherman Weekly Meeting

Hi All,

Here are the notes from today's meeting. For items marked MFG or AG Electrical Contractor there is no action required for this agreement. For items where a change order is needed, Colin will draft a quote and send back to this group.

Permeate Pump VFD 1, 2, and 3 are now 75HP per addendum 3. These are provided by Eaton but were quoted and entered at 60HP per attached Summary of Changes. Keep 3 on order and add 3 additional at 75 HP going forward. Same wiring design. Standard BOM submittal to follow. Change Order to existing Kiewit Agreement with Elliot.

Tank Mixer Soft Starters 1 and 2 are not listed as CMAR furnished but are on my BOM and released on this order. Keep the ones currently on order. Change order to Kiewit's agreement to add 2 more. Wiring Diagram submittal will be required.

There is a second T-550 and LP-550 but we only have one on my BOM. Change order to existing Kiewit agreement.

The drawings call for a large number of Flanged Disconnects which I have never seen on a water job before. Please confirm this is what the engineer/owner want. Will be part of AG electrical contractor scope. The amounts in bid documents were correct but it will not be added to the Kiewit/Elliot agreement.

I also did not see control wiring drawings for these items as well.

Please confirm if the below items are to be Vendor Furnished or Furnished by EC:
Carbon Feed Pump VFD 1 and 2 Feed Pump Manufacturer
Aeration Blower Exhaust Fan 1, 2, 3, 4 AG Electrical Contractor
Air Scour Blower VFD (MFG) and Filter 1, 2,3, 4 (AG Electric) Aeration Blower VFD (MFG) and Filter 1, 2, 3, 4 (Ag Electric) MBR Pump Gallery Supply Fan 1, 2 MBR Pump Gallery Exhaust Fan 1, 2 (AG Electric) RAS Wet Well Mixer 2 Controller 1, 2 (Starters will be a change order, already incl in an above comment)- Listed as CMAR but not on my BOM

Relift Pump 1, 2, 3 - Listed as CMAR but not on my BOM (Original 60 HP ones repurposed here) Sludge Transfer Pump VFD 1, 2 (Included on existing BOM)- Listed as CMAR but not on my BOM Sludge Holding Tank Blower VFD (Blower MFG) and Filter 1, 2 (AG Electric) Sludge Holding Tank Blower cooling fan controller 1, 2 (Ag Electric)

Breaker size changes and additions coming. Patrick working on list.

Submittals approved in November. Blue line changes being worked on for changes. Andrew forwarded via email.

Global Pump to send Pump Relays to Michael C., Andrew to coordinate.

-Andrew

Andrew Lattof
Supply Chain Manager

CITY OF SHERMAN CMAR
10055 Trainstation Circle, Lone Tree CO, 80124
Cell: (847) 754-7097

BROAD HORIZONS | WWTP CMAR

-----Original Appointment-----
From: Andrew.Lattof
Sent: Wednesday, January 17, 2024 9:25 AM
To: Andrew.Lattof; Brett.Brice; Kevin.Baca; Michael.Kolosey; Caleb.Fisher; Kory.Kyllo; Colin Price; Shannan Frohlich; Moseley, Patrick; Maria.Rincon; michaelAcordonier@eaton.com; Daniel Jock; Brian.Beach-PTR; Robin.Walker; Priyank.Parikh1
Cc: Jissel.Ramirez; van der Wege, Sherri
Subject: Elliot/Sherman Weekly Meeting
When: Monday, February 19, 2024 12:00 PM-12:30 PM (UTC-07:00) Mountain Time (US & Canada).
Where: Microsoft Teams Meeting

Weekly Progress/Action Item review meeting

Microsoft Teams meeting

Join on your computer, mobile app or room device
Click here to join the meeting

Meeting ID: 230 527 344 244
Passcode: U6eT2k
Download Teams | Join on the web

Or call in (audio only)
+1 402-979-7582,,857092369# United States, Omaha
Phone Conference ID: 857 092 369#
Find a local number | Reset PIN

Learn More | Meeting options

AGENDA ITEM VIII

GREATER TEXOMA UTILITY AUTHORITY
AGENDA COMMUNICATION

DATE: **April 10, 2024**

SUBJECT: **AGENDA ITEM NO. VIII**

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON REVISED CMAR CONTINGENCY LANGUAGE FOR CITY OF SHERMAN'S SOUTH WASTEWATER TREATMENT PLANT – MBR PROJECT CONSTRUCTION MANAGER AT RISK AGREEMENT WITH KIEWIT WATER FACILITIES SOUTH COMPANY.

ISSUE
Consider and act upon Revised CMAR Contingency Language for City of Sherman's South Wastewater Treatment Plant – MBR Project Construction Manager At Risk Agreement with Kiewit Water Facilities South Company.

BACKGROUND
Due to rapid industrial and municipal growth currently being experienced by the City of Sherman, the Wastewater Treatment Plant has to be expanded to meet expected flow and effluent characteristics. Given these characteristics, our engineers recommended a Membrane Biological Reactor (MBR) as the treatment method that will be required to meet the TCEQ requirements. In order to meet the abbreviated timeline, the method of construction delivery chosen was Construction Manager at Risk, or CMAR. Requests for Qualifications (RFQ's) were submitted with three construction firms submitting Statement of Qualifications (SOQ's). The contractor chosen to undertake the new Wastewater Treatment Plant – MBR was Kiewit Water Facilities South, Co. The engineers have undertaken pre-selection of various long lead time equipment to save as much time as possible. Further, the contractor, now procured, is also undertaking pre-procurement to expedite the time of delivery.

CONSIDERATIONS
Kiewit Water Facilities South is proposing changes to Article 8: Contingency Fund of the CMAR service agreement in order for the project to continue on schedule and under the current budget set by the City of Sherman until additional funds can be obtained for the project. Kiewit met with City of Sherman and the Authority's attorneys on March 6, 2024 to discuss the proposed change to Article 8 and attached is the proposed language agreed upon by Kiewit and City of Sherman.

STAFF RECOMMENDATIONS
The Authority Staff recommends approving amendment 06 for Kiewit Water Facilities South Co for the South Wastewater Treatment Plant – MBR Project. This item is contingent upon the City's approval.

ATTACHMENT
Letter on the Revised CMAR Contingency

PAPE-DAWSON ENGINEERS

March 27, 2024

GTUA/City of Sherman
220 W Mulberry St.
P.O. Box 1106
Sherman, TX 75091
(903) 892-7208

Re: COSK South Wastewater Treatment Plant - MBR Project
Revised CMAR Contingency Language

Dear GTUA/City of Sherman:

This letter is to recommend acceptance of modified language regarding the definition of CMAR Contingency to Document 00 52 23, Article 8, Contingency Funds.

The revised language is attached in the letter from the CMAR dated March 8, 2024. The modification has been reviewed by GTUA and the City of Sherman staff and counsel.

Sincerely,

Toby Flinn, PE
Program Manager

Attachments:
1. COSK-KWT-CMS-LTR-0039, dated March 8, 2024

South WWTP – MBR Project

March 8, 2024

City of Sherman (COS)
220 W. Mulberry Street
Sherman, TX 75090

Attn: Alan Davis

Subject: Revised CMAR Contingency 2
Reference: COSK-KWT-CMS-LTR-0037 Revised CMAR Contingency

Dear Mr. Davis,
CMAR met with COS attorneys on March 6, 2024, to discuss revisions to contract language to allow the Owner to leverage CMAR Contingency amounts to fund additional Owner Contingency and GMP's to progress the schedule until such time that the Owner can obtain additional funding. That timeframe for the Owner to obtain additional funding and establish a new budget shall be before October 31, 2024. The revised language is attached. If the changes can be ageed upon by March 12, 2024 there is a chance they could get approved at the next City Council Meeting on March 18, 2024.

CMAR understands that funding for the Change Order for WCD-001 will be delayed until the Owner is able to increase the current $258M budget. Deferring execution of the Change Order for WCD-001 in no way diminishes the contractual obligation of the Owner to fund and execute a Change Order for WCD-001 UG Pipe scope. CMAR has agreed to continue to execute the WCD-001 scope of work to avoid delaying the project. Execution of a final GMP prior to executing any outstanding WCDs in no way changes the Owner's obligation to fund and execute any outstanding Change Orders. CMAR may not be able to include all outstanding WCDs with a final GMP due to a lack of Owner funding.

Sincerely,

Kiewit Water Facilities South Co.

Kory Kyllo, Project Manager
South WWTP – MBR

CC:	GTUA	Paul Sigle, Nichole Murphy
	COS	Tom Pruitt, Clint Philpott, Wayne Lee
	Engineer	Sherri van der Wege, David Gudal, Brian Beach, Thomas Young
	Owner's Rep	Ron Mick, Hugh Brightwell
	Kiewit	James Goyer, TJ Paul, Kory Kyllo, Colin Bunker, Charles Wampler, John Lavelle

Attachment: Revised Contract Language

Language that will not need revision:

1. Cost Proposal (Proposal Form 2)

2.03 Contingency Funds: Contingency Funds: 3-12 percent of Cost of Work.
The percentage stated in Article 2.03 above is the maximum amount of Contingency Funds to be included in the Guaranteed Maximum Price and the maximum amount of Contingency Funds to be paid the CMAR. The Contingency funds will be returned to the Owner (GTUA) if not spent.

2. Construction Management At Risk Services Agreement

Article 6: CMAR's Construction Services Fee

6.02 As funds are utilized for contingency work in accordance with Article 8 of this Agreement, CMAR shall be paid nine-point nine five percent (9.95%) of the contingency funds utilized as its fee for construction services associated with the contingency work.

Language that will need revision:

ARTICLE 8: CONTINGENCY FUNDS

8.01 The contingency funds are for the exclusive use of the CMAR while executing the Work to reimburse the CMAR for Costs of Work due to unforeseen causes or details not capable of reasonable anticipation at the time of the execution of the Agreement; such contingency funds are not intended for changes in the scope of the Work or for reimbursement of expenses and costs not otherwise recoverable as a Cost of Work under Paragraph 11.01 of the General Conditions of the Construction Contract. The contingency funds shall not be allocated to any particular line item in the Cost of Work.

8.02 The amount of the contingency funds shall be as agreed between the parties when they develop the Guaranteed Maximum Price. Contingency funds will be additive as GMPs are approved and can be used in any aspect of the Work.

8.03 Subject to prior written approval by the GTUA/City of Sherman, the contingency funds may be used for costs incurred in accordance with this Article by the CMAR. The CMAR shall prepare and submit to GTUA/City of Sherman a detailed listing and written justification as to the need to use any part of the contingency funds. GTUA/City of Sherman's approval for such use will not be unreasonably withheld. Approval or concise reasons for disapproval will be provided by GTUA/City of Sherman within 48 hours of receipt of request. Charges against the contingency funds will be tabulated and reported by the CMAR as part of the CMAR's monthly Progress Meeting. CMAR will also provide a tracking system for the measurement and transfer of contingency accounts.

8.04 It is understood that the amount of any such contingency funds is the maximum amount available to the CMAR to cover costs incurred in accordance with this Article and that all cost overruns in excess of the contingency funds will be borne by the CMAR. As an incentive, any unused CMAR Contingency funds can be shared with 60% retained by the Owner and 40% to the contractor at the discretion of GTUA/City of Sherman.

Suggested Revision to Article 8:

ARTICLE 8: CONTINGENCY FUNDS

8.01 The City will establish a Contingency Account, further described in Paragraph 8.04, from which to allocate amounts to the Contingency Fund. The A Contingency Fund will be established at $20,000,000. This The cContingency Ffunds is are for the exclusive use of the CMAR while executing the Work to reimburse the CMAR for costs Costs of Work due to unforeseen causes or details not capable of reasonable anticipation at the time of the execution of the Agreement. ; such The cContingency Ffunds may not be used are not intended for changes in the scope of the Work or for reimbursement of expenses and costs not otherwise recoverable as a Cost of Work under Paragraph 11.01 of the General Conditions of the Construction Contract. The The cContingency Ffunds will shall not be allocated to any particular line item in the Cost of Work, and CMAR may apply the Contingency Fund to any items of Work performed under the Contract Documents.

8.02 The amount of the contingency funds shall be as agreed between the parties when they develop the Guaranteed Maximum Price. Contingency funds will be additive as GMPs are approved and can be used in any aspect of the Work. NOT USED.

8.023 Costs for discrete items above $10,000 are subject to Subject to prior written approval by the GTUA/City of Sherman, the contingency funds may be used for costs incurred in accordance with this Article by the CMAR. For such items, The CMAR shall will prepare and submit to GTUA/City of Sherman a detailed listing and written justification as to the need to use the any part of the cContingency Ffunds. GTUA/City of Sherman's approval for such use will not be unreasonably withheld. Approval or concise reasons for disapproval will be provided by GTUA/City of Sherman within 48 hours of receipt of a request.

8.034 It is understood that the entire agreed Contingency Fund is available to CMAR to cover costs incurred in accordance with this Article. Any cost overruns in excess of the agreed Contingency Fund amount in Paragraph 8.01 will be borne by CMAR.

8.04 The parties acknowledge that while the Contingency Fund is a component of the GMP, Owner will maintain a separate Contingency Aaccount in order to distribute amounts to the for the Contingency Fund. Notwithstanding other provisions off this article, Owner may utilize this Contingency Account at its discretion and as necessary in its allocation of Project funding. As such, It it is possible likely that the Contingency Aaccount, at any given time, may not reflect the actual amount of the Contingency Fund available for use by CMAR under this Article.

8.05 Charges against the Ccontingency Ffunds will be tabulated and reported by the CMAR as part of the CMAR's monthly Progress Meeting. CMAR will also will provide a tracking system for the measurement and transfer of contingency amountsaccounts. Owner will provide a periodic status of the amount in the Contingency Aaccount that is available for the Contingency Fund. Notwithstanding Owner's accounting, the amount reflected in Paragraph Article 8.01 will be made available to CMAR.

~~8.04 It is understood that the amount of any such contingency funds is the maximum amount available to the CMAR to cover costs incurred in accordance with this Article and that all cost overruns in excess of the contingency funds will be borne by the CMAR.~~

8.06 Only if GTUA/City of Sherman chooses, ~~As an incentive, any~~ unused amounts from the ~~CMAR~~ initial CMAR Contingency F~~f~~und~~s~~ identified in Paragraph 8.01 may ~~can will~~ be shared, with 60% retained by ~~the~~ Owner and 40% to CMAR ~~the contractor at the discretion of GTUA/City of Sherman~~.

Language that will not need revision:

1. Cost Proposal (Proposal Form 2)

2.03 Contingency Funds: Contingency Funds: 3-12 percent of Cost of Work.
The percentage stated in Article 2.03 above is the maximum amount of Contingency Funds to be included in the Guaranteed Maximum Price and the maximum amount of Contingency Funds to be paid the CMAR. The Contingency funds will be returned to the Owner (GTUA) if not spent.

2. Construction Management At Risk Services Agreement

Article 6: CMAR's Construction Services Fee

6.02 As funds are utilized for contingency work in accordance with Article 8 of this Agreement, CMAR shall be paid nine-point nine five percent (9.95%) of the contingency funds utilized as its fee for construction services associated with the contingency work.

Language that will need revision:

ARTICLE 8: CONTINGENCY FUNDS

8.01 The contingency funds are for the exclusive use of the CMAR while executing the Work to reimburse the CMAR for Costs of Work due to unforeseen causes or details not capable of reasonable anticipation at the time of the execution of the Agreement; such contingency funds are not intended for changes in the scope of the Work or for reimbursement of expenses and costs not otherwise recoverable as a Cost of Work under Paragraph 11.01 of the General Conditions of the Construction Contract. The contingency funds shall not be allocated to any particular line item in the Cost of Work.

8.02 The amount of the contingency funds shall be as agreed between the parties when they develop the Guaranteed Maximum Price. Contingency funds will be additive as GMPs are approved and can be used in any aspect of the Work.

8.03 Subject to prior written approval by the GTUA/City of Sherman, the contingency funds may be used for costs incurred in accordance with this Article by the CMAR. The CMAR shall prepare and submit to GTUA/City of Sherman a detailed listing and written justification as to the need to use any part of the contingency funds. GTUA/City of Sherman's approval for such use will not be unreasonably withheld. Approval or concise reasons for disapproval will be provided by GTUA/City of Sherman within 48 hours of receipt of request. Charges against the contingency funds will be tabulated and reported by the CMAR as part of the CMAR's monthly Progress Meeting. CMAR will also provide a tracking system for the measurement and transfer of contingency accounts.

8.04 It is understood that the amount of any such contingency funds is the maximum amount available to the CMAR to cover costs incurred in accordance with this Article and that all cost overruns in excess of the contingency funds will be borne by the CMAR. As an incentive, any unused CMAR Contingency funds can be shared with 60% retained by the Owner and 40% to the contractor at the discretion of GTUA/City of Sherman.

Suggested Revision to Article 8:

ARTICLE 8: CONTINGENCY FUND

8.01 The City will establish a Contingency Account, further described in Paragraph 8.04, from which to allocate amounts to the Contingency Fund. The Contingency Fund will be established at $20,000,000. This Contingency Fund is for the exclusive use of the CMAR while executing the Work to reimburse the CMAR for costs due to unforeseen causes or details not capable of reasonable anticipation at the time of the execution of the Agreement. The Contingency Funds may not be used for changes in the scope of the Work or for reimbursement of expenses and costs not otherwise recoverable as a Cost of Work under Paragraph 11.01 of the General Conditions of the Construction Contract. The Contingency Fund will not be allocated to any particular line item in the Cost of Work, and CMAR may apply the Contingency Fund to any items of Work performed under the Contract Documents.

8.02 Costs for discrete items above $10,000 are subject to prior written approval by the GTUA/City of Sherman. For such items, CMAR will prepare and submit to GTUA/City of Sherman a detailed listing and written justification as to the need to use the Contingency Fund. GTUA/City of Sherman's approval for such use will not be unreasonably withheld. Approval or concise reasons for disapproval will be provided by GTUA/City of Sherman within 48 hours of receipt of a request.

8.03 It is understood that the entire agreed Contingency Fund is available to CMAR to cover costs incurred in accordance with this Article. Any cost overruns in excess of the agreed Contingency Fund amount in Paragraph 8.01 will be borne by CMAR.

8.04 The parties acknowledge that while the Contingency Fund is a component of the GMP, Owner will maintain a separate Contingency Account in order to distribute amounts to the Contingency Fund. Notwithstanding other provisions off this article, Owner may utilize this Contingency Account at its discretion and as necessary in its allocation of Project funding. As such, it is likely that the Contingency Account, at any given time, may not reflect the actual amount of the Contingency Fund available for use by CMAR under this Article.

8.05 Charges against the Contingency Fund will be tabulated and reported by the CMAR as part of the CMAR's monthly Progress Meeting. CMAR also will provide a tracking system for the measurement and transfer of contingency amounts. Owner will provide a periodic status of the amount in the Contingency Account that is available for the Contingency Fund. Notwithstanding Owner's accounting, the amount reflected in Paragraph 8.01 will be made available to CMAR.

8.06 Only if GTUA/City of Sherman chooses, unused amounts from the initial CMAR Contingency Fund identified in Paragraph 8.01 may be shared, with 60% retained by Owner and 40% to CMAR.

AGENDA ITEM IX

GREATER TEXOMA UTILITY AUTHORITY
AGENDA COMMUNICATION

DATE: **April 11, 2024**

SUBJECT: **AGENDA ITEM NO. IX**

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON AWARD OF CONTRACT FOR CITY OF SHERMAN WTP – LAS AND RAPID MIX IMPROVEMENTS PROJECT.

ISSUE
Consider and act upon award of Contract for City of Sherman WTP – LAS and Rapid Mix Improvements Project.

BACKGROUND
The City of Sherman has requested assistance in obtaining funding for improvements to the City's water and wastewater system. These improvements include engineering, design, and construction of projects including but not limited to water treatment plant expansion, water and sewer lines improvements, Lake Texoma Pump Station improvements, and wastewater treatment plant expansion.

As part of the rehabilitation of the EDR/conventional treatment side of Sherman's Water Treatment Plant, the City needs to construct a new LAS and rapid mix vaults. The current LAS and rapid mix vaults are in poor condition and the location conflicts with a planned major RO/UF expansion.

CONSIDERATIONS
The City of Sherman accepted three bids for the project on March 27, 2024, at Sherman City Hall. Red River Construction Company had the lowest bid at $4,671,700.00. The City's engineer, Garver, has determined the bid represents good value for the City and is recommending awarding the construction contract to Red River Construction Company.

STAFF RECOMMENDATIONS
The Authority Staff recommends authorizing the General Manager to award the contract to Red River Construction Company in the amount of $4,671,700.00, contingent upon the City of Sherman's City Council taking similar action.

ATTACHED
Engineer's Letter of Recommendation

3000 Internet Blvd
Suite 400
Frisco, TX 75034

TEL 972.377.7480
FAX 972.377.8380

www.GarverUSA.com

April 4, 2024

Tom Pruitt, PE
220 W Mulberry Street
Sherman, TX 75090

Re: Sherman WTP – LAS and Rapid Mix Improvements
Recommendation of Award

Mr. Pruitt:

Three bids were received for the City of Sherman WTP LAS and Rapid Mix Improvements Project at Sherman City Hall at 2:30 PM on March 27, 2024. A bid tabulation is attached for reference. The bids have been checked for accuracy and compliance with the bid documents, and the bidders have provided the required documentation.

We consider Red River Construction Company, the low bidder, to be a responsive, responsible bidder. We believe that the bid submitted by Red River Construction Company represents good value for the City of Sherman, and recommend that the construction contract be awarded to Red River Construction Company in the amount of $4,671,700 by accepting the Total Base Bid Price.

Please call if there are any questions.

Sincerely,

GARVER, LLC

Lance Klement

Lance Klement, PE
Senior Project Manager

Attachments: Bid tabulation

CITY OF SHERMAN
PROJECT NAME: SHERMAN WTP - LAS AND RAPID MIX IMPROVEMENTS
GARVER PROJECT NO: 21W05325
BID PROPOSAL FORM: ORIGINAL
BIDS RECEIVED: MARCH 27, 2024 2:30 PM

				Archer Western Construction, LLC		Gracon Construction, Inc.		Red River Construction Co.	
ITEM	**QTY**	**UNITS**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**
1	1	LS	All Work as defined in the Contract Documents, except those listed separately below	$2,197,500.00	**$2,197,500.00**	$2,610,000.00	**$2,610,000.00**	$1,933,200.00	**$1,933,200.00**
2	1	LS	Work identified as "Rapid Mix Vaults", see Sheets 17 - 41, except those listed separately below	$2,573,600.00	**$2,573,600.00**	$1,650,000.00	**$1,650,000.00**	$1,770,000.00	**$1,770,000.00**
3	1	LS	Work identified as "North Chemical Facility", see Sheets 42 - 52, expcept those listed separately below	$550,800.00	**$550,800.00**	$190,000.00	**$190,000.00**	$235,000.00	**$235,000.00**
4	1	LS	Spot locate and vertify all existing crossing and tie-in locations	$14,700.00	**$14,700.00**	$40,000.00	**$40,000.00**	$39,500.00	**$39,500.00**
5	1	LS	All Trench and Excavation Safety Systems	$7,500.00	**$7,500.00**	$5,000.00	**$5,000.00**	$4,000.00	**$4,000.00**
6	1	LS	All SCADA integration work provided by RLC Automation as specified in Section 40 68 05	$310,000.00	**$310,000.00**	$340,000.00	**$340,000.00**	$350,000.00	**$350,000.00**
7	1	LS	Work identified as "Chemical Feed System" as specified in Section 44 44 20	$76,900.00	**$76,900.00**	$190,000.00	**$190,000.00**	$190,000.00	**$190,000.00**
8	1	LS	Contingency Allowance 1 - WCDs	$100,000.00	**$100,000.00**	$100,000.00	**$100,000.00**	$100,000.00	**$100,000.00**
9	1	LS	Contingency Allowance 2 - Additional Independent Testing	$50,000.00	**$50,000.00**	$50,000.00	**$50,000.00**	$50,000.00	**$50,000.00**
TOTAL BASE BID AMOUNTS					**$5,881,000.00**		**$5,175,000.00**		**$4,671,700.00**

ADDITIVE BID ALTERNATE									
ITEM	**QTY**	**UNITS**	**DESCRIPTION**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**	**UNIT PRICE**	**TOTAL AMOUNT**
AB1	1	LS	Chemical Feed Additive Bid Alternate	$102,600.00	**$102,600.00**	$15,000.00	**$15,000.00**	NO BID	**NO BID**

TOTAL BASE BID AMOUNT	**$5,778,400.00**	**$5,160,000.00**	**$4,671,700.00**
TOTAL BASE BID AMOUNT WITH AB1	**$5,983,600.00**	**$5,190,000.00**	**NO BID**

AGENDA ITEM X

GREATER TEXOMA UTILITY AUTHORITY
AGENDA COMMUNICATION

DATE: **April 11, 2024**

SUBJECT: **AGENDA ITEM NO. X**

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON AWARD OF CONTRACT FOR CITY OF SHERMAN DOWNTOWN WASTEWATER IMPROVEMENTS, PHASE 1.

ISSUE
Consider and act upon award of Contract for City of Sherman Downtown Wastewater Improvements, Phase 1.

BACKGROUND
The City of Sherman has requested assistance in funding improvements to the City's downtown wastewater system through the 2022 Open Market Bond Issuance.

This project phase was identified during the City's Downtown Sanitary Sewer Evaluation as the highest priority sewer replacement for downtown. This phase will replace approximately 6,400 linear feet of sewer mains that were found to be in poor condition during the evaluation performed by the City's engineer, Burgess & Niple, Inc. Portions of this project extend down existing alleys that will be repaved once the mains have been installed.

CONSIDERATIONS
The City of Sherman accepted eight (8) bids for the project on March 18, 2024, at Sherman City Hall. ANA Site Construction had the lowest bid at $2,482,383.00. Burgess & Niple has determined the bid represents good value for the City and is recommending awarding the construction contract to ANA Site Construction.

STAFF RECOMMENDATIONS
The Authority Staff recommends authorizing the General Manager to award the contract to ANA Site Construction in the amount of $2,482,383.00, contingent upon the City of Sherman's City Council taking similar action.

ATTACHED
Engineer's Letter of Recommendation

BURGESS & NIPLE

12750 Merit Drive | Park Central 7 | Suite 425 | Dallas TX 75251 | 972.620.1255

March 21, 2024

Travis Overturf, P.E.
City of Sherman
220 W. Mulberry Street
Sherman, TX 75091

Re: Sherman Downtown Wastewater Improvements Phase 1 Project – Construction Award Recommendation.

Dear Mr. Overturf:

The following bids were received for the above referenced project on March 18, 2024:

		TOTAL BID AMOUNT		
		AMOUNT	BID ALT 1	BID ALT 2
1.	ANA Site Construction, LLC	$2,482,383.00	$411,600.00	$93,912.00
2.	Atkins Brothers Equipment Co., Inc.	$2,641,672.00	$462,000.00	$79,120.00
3.	J&L Construction, LLC	$2,722,319.43	$478,800.00	$92,536.00
4.	Douglas Dailey Construction, LLC	$3,247,767.00	$201,600.00	$39,216.00
5.	Hayes Construction, LLC	$3,252,023.25	$241,500.00	$49,880.00
6.	Dickerson Construction Co., Inc.	$3,357,784.00	$577,500.00	$98,040.00
7.	Western Municipal Const. of Texas, LLC	$3,472,267.79	$357,000.00	$66,736.00
8.	Western Brown Enterprises, Inc.	$4,198,231.48	$534,618.00	$90,681.00

The Engineer's Estimate was $2,642,539.00, Bid Alt 1 - $178,500.00 and Bid Alt 2 - $30,960.00

Our office has not worked with ANA Site Construction on past projects nor has the City of Sherman. The references provided by the Contractor said do quality work and are easy to work with. Therefore, we have no objections to awarding the project to ANA Site Construction unless the City of Sherman has additional information that Burgess & Niple, Inc. does not have at the time of preparing this letter.

If you have any questions concerning the bid tabulation or the recommendation, please call.

Sincerely,

BURGESS & NIPLE, INC.

Lowell D. DeGroot, P.E.
Senior Project Manager

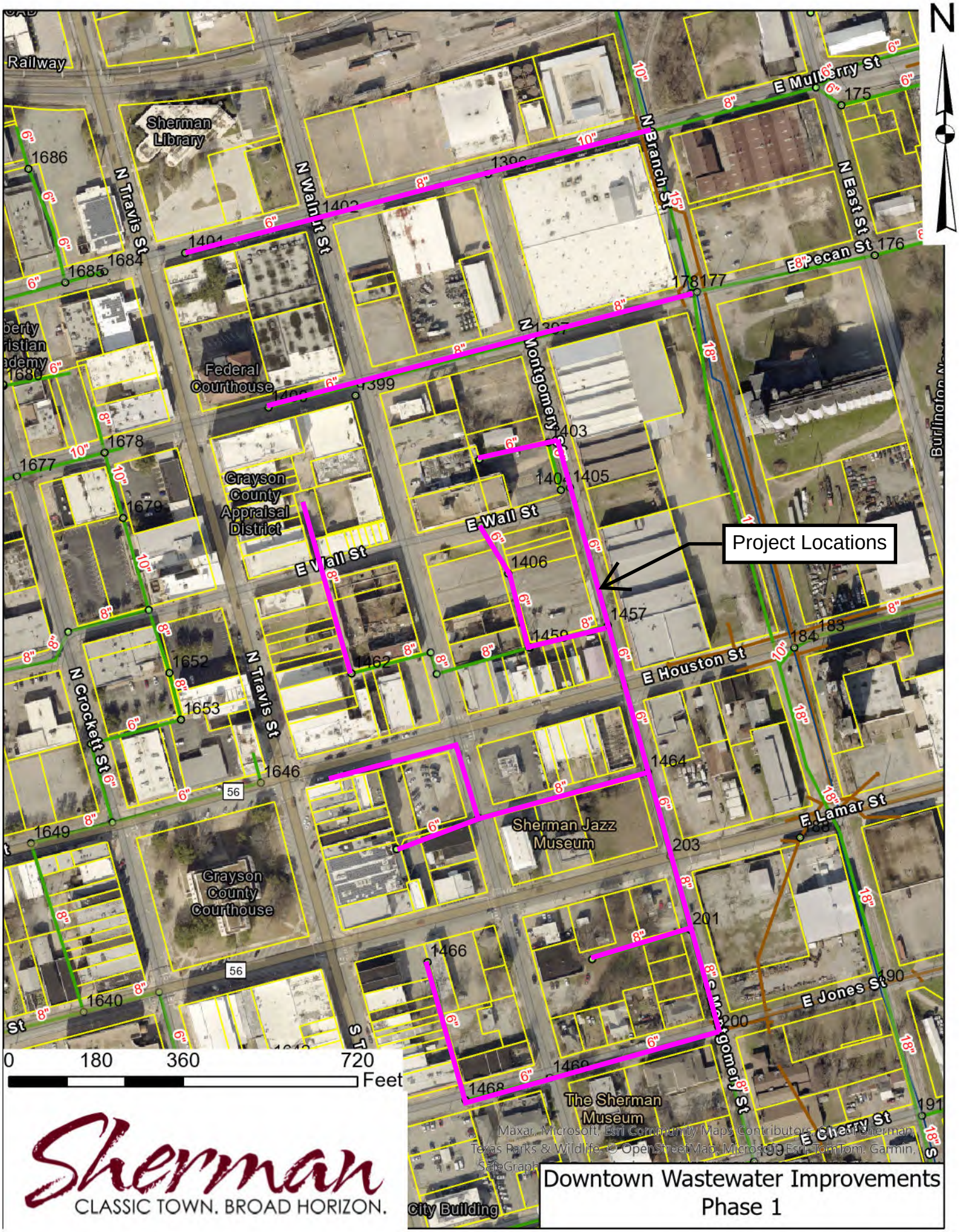
CITY OF SHERMAN, TEXAS
2022 DOWNTOWN REHAB PHASE 1
BID TABULATION
DATE: MARCH 18, 2024

BURGESS & NIPLE
Engineers ■ Planners
12750 Merit Dr. | Park Central 7 | Suite 425
Dallas, TX 75251
(972) 620-1255 Fax (972) 620-8028

ITEM NO.	DESCRIPTION OF UNIT	UNIT	QUANTITY	Engineer's Estimate		1 ANA Site Construction		2 Atkins Brothers Equipment Co., Inc.		3 J&L Construction, LLC		4 Douglas Dailey Construction, LLC		5 Hayes Construction, LLC		6 Dickerson Construction Co., Inc.		5 Western Municipal Const. of Texas, LLC		6 Western Brown Enterprises, Inc.	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization & Project Incidentals (Not to Exceed 5% of Bid Total)	LS	1	$ 95,000.00	$ 95,000.00	$ 78,400.00	$ 78,400.00	$ 20,000.00	$ 20,000.00	$ 113,798.00	$ 113,798.00	$ 56,000.00	$ 56,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 150,000.00	$ 160,767.44	$ 160,767.44	$ 183,597.50	$ 183,597.50
2	R.O.W. Preparation	LS	1	$ 35,000.00	$ 35,000.00	$ 13,000.00	$ 13,000.00	$ 150,000.00	$ 150,000.00	$ 86,595.00	$ 86,595.00	$ 6,000.00	$ 6,000.00	$ 5,000.00	$ 5,000.00	$ 22,000.00	$ 22,000.00	$ 46,208.95	$ 46,208.95	$ 39,847.50	$ 39,847.50
3	Installation and Maintenance of Barricades and Signs	LS	1	$ 15,000.00	$ 15,000.00	$ 25,000.00	$ 25,000.00	$ 5,000.00	$ 5,000.00	$ 18,600.00	$ 18,600.00	$ 26,000.00	$ 26,000.00	$ 10,000.00	$ 10,000.00	$ 60,000.00	$ 60,000.00	$ 87,921.84	$ 87,921.84	$ 37,714.25	$ 37,714.25
4	SWPPP and Erosion/Sediment Conrol	LS	1	$ 5,000.00	$ 5,000.00	$ 14,515.00	$ 14,515.00	$ 5,000.00	$ 5,000.00	$ 13,291.00	$ 13,291.00	$ 4,800.00	$ 4,800.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 51,760.22	$ 51,760.22	$ 3,984.75	$ 3,984.75
5	Pre-Construction CCTV Inspection of San. Sewer Lines	LF	6387	$ 2.00	$ 12,774.00	$ 4.00	$ 25,548.00	$ 3.00	$ 19,161.00	$ 3.00	$ 19,161.00	$ 5.00	$ 31,935.00	$ 1.75	$ 11,177.25	$ 2.00	$ 12,774.00	$ 7.89	$ 50,393.43	$ 10.90	$ 69,618.30
6	Rehab Ex. 6" San. Sewer with 8" HDPE (DR-21) San Sewer by Pipe Bursting	LF	362	$ 85.00	$ 30,770.00	$ 251.00	$ 90,862.00	$ 175.00	$ 63,350.00	$ 231.00	$ 83,622.00	$ 96.00	$ 34,752.00	$ 115.00	$ 41,630.00	$ 275.00	$ 99,550.00	$ 209.89	$ 75,980.18	$ 254.63	$ 92,176.06
7	Rehab Ex. 8" San. Sewer with 8" HDPE (DR-13.5) San Sewer by Pipe Bursting	LF	296	$ 95.00	$ 28,120.00	$ 276.00	$ 81,696.00	$ 181.00	$ 53,576.00	$ 267.00	$ 79,032.00	$ 104.00	$ 30,784.00	$ 120.00	$ 35,520.00	$ 285.00	$ 84,360.00	$ 181.81	$ 53,815.76	$ 254.61	$ 75,364.56
8	Furnish & Install 12" DR-35 PVC San. Sewer Pipe	LF	344	$ 120.00	$ 41,280.00	$ 100.00	$ 34,400.00	$ 195.00	$ 67,080.00	$ 144.00	$ 49,536.00	$ 186.00	$ 63,984.00	$ 206.00	$ 70,864.00	$ 240.00	$ 82,560.00	$ 173.06	$ 59,532.64	$ 231.40	$ 79,601.60
9	Furnish & Install 8" ASTM D-2241, DR-26 PVC San. Sewer Pipe	LF	949	$ 95.00	$ 90,155.00	$ 75.00	$ 71,175.00	$ 191.00	$ 181,259.00	$ 98.00	$ 93,002.00	$ 194.00	$ 184,106.00	$ 196.00	$ 186,004.00	$ 235.00	$ 223,015.00	$ 157.31	$ 149,287.19	$ 194.78	$ 184,846.22
10	Furnish & Install 8" DR-26 PVC (Certalok) San. Sewer Pipe	LF	391	$ 150.00	$ 58,650.00	$ 77.00	$ 30,107.00	$ 199.00	$ 77,809.00	$ 101.00	$ 39,491.00	$ 212.00	$ 82,892.00	$ 204.00	$ 79,764.00	$ 240.00	$ 93,840.00	$ 152.25	$ 59,529.75	$ 226.13	$ 88,416.83
11	Furnish & Install 8" DR-35 PVC San. Sewer Pipe	LF	4041	$ 90.00	$ 363,690.00	$ 62.00	$ 250,542.00	$ 130.00	$ 525,330.00	$ 94.23	$ 380,783.43	$ 170.00	$ 686,970.00	$ 192.00	$ 775,872.00	$ 230.00	$ 929,430.00	$ 130.85	$ 528,764.85	$ 213.91	$ 864,410.31
12	Furnish & Install 20" Dia., 1/4" Thick Steel Casing	LF	15	$ 300.00	$ 4,500.00	$ 274.00	$ 4,110.00	$ 230.00	$ 3,450.00	$ 400.00	$ 6,000.00	$ 621.00	$ 9,315.00	$ 170.00	$ 2,550.00	$ 400.00	$ 6,000.00	$ 815.24	$ 12,228.60	$ 609.28	$ 9,139.20
13	Furnish & Install 16" Dia., 1/4" Thick Steel Casing By Other Than Open Cut	LF	142	$ 550.00	$ 78,100.00	$ 432.00	$ 61,344.00	$ 345.00	$ 48,990.00	$ 411.00	$ 58,362.00	$ 711.00	$ 100,962.00	$ 420.00	$ 59,640.00	$ 720.00	$ 102,240.00	$ 563.67	$ 80,041.14	$ 664.06	$ 94,296.52
14	Trench Safety Design & Implementation	LF	5628	$ 2.00	$ 11,256.00	$ 4.00	$ 22,512.00	$ 1.00	$ 5,628.00	$ 4.00	$ 22,512.00	$ 1.00	$ 5,628.00	$ 2.00	$ 11,256.00	$ 5.00	$ 28,140.00	$ 10.24	$ 57,630.72	$ 16.68	$ 93,875.04
15	Flowable Backfill	CY	194	$ 250.00	$ 48,500.00	$ 243.00	$ 47,142.00	$ 120.00	$ 23,280.00	$ 353.00	$ 68,482.00	$ 200.00	$ 38,800.00	$ 200.00	$ 38,800.00	$ 225.00	$ 43,650.00	$ 252.24	$ 48,934.56	$ 419.11	$ 81,307.34
16	Const. 4.0' Dia. Sanitary Sewer MH	EA	32	$ 7,500.00	$ 240,000.00	$ 6,000.00	$ 192,000.00	$ 8,900.00	$ 284,800.00	$ 6,728.00	$ 215,296.00	$ 11,000.00	$ 352,000.00	$ 11,400.00	$ 364,800.00	$ 6,000.00	$ 192,000.00	$ 5,206.94	$ 166,622.08	$ 8,170.37	$ 261,451.84
17	Abandon Ex. San. Sewer Manhole	EA	6	$ 1,000.00	$ 6,000.00	$ 3,100.00	$ 18,600.00	$ 1,000.00	$ 6,000.00	$ 1,603.00	$ 9,618.00	$ 3,800.00	$ 22,800.00	$ 1,200.00	$ 7,200.00	$ 1,000.00	$ 6,000.00	$ 3,242.27	$ 19,453.62	$ 894.30	$ 5,365.80
18	Remove Ex. San. Sewer Manhole	EA	24	$ 1,200.00	$ 28,800.00	$ 1,300.00	$ 31,200.00	$ 2,000.00	$ 48,000.00	$ 236.00	$ 5,664.00	$ 1,500.00	$ 36,000.00	$ 1,250.00	$ 30,000.00	$ 1,500.00	$ 36,000.00	$ 2,047.60	$ 49,142.40	$ 894.30	$ 21,463.20
19	Short Side San. Sewer Services with cleanout (DR-35 PVC)	EA	58	$ 1,250.00	$ 72,500.00	$ 1,300.00	$ 75,400.00	$ 500.00	$ 29,000.00	$ 577.00	$ 33,466.00	$ 2,600.00	$ 150,800.00	$ 2,300.00	$ 133,400.00	$ 1,350.00	$ 78,300.00	$ 1,335.67	$ 77,468.86	$ 2,064.76	$ 119,756.08
20	Long Side San. Sewer Services with cleanout (DR-35 PVC)	EA	38	$ 1,850.00	$ 70,300.00	$ 1,600.00	$ 60,800.00	$ 1,500.00	$ 57,000.00	$ 793.00	$ 30,134.00	$ 3,100.00	$ 117,800.00	$ 2,750.00	$ 104,500.00	$ 2,200.00	$ 83,600.00	$ 3,772.49	$ 143,354.62	$ 2,916.87	$ 110,841.06
21	Short Side San. Sewer Services with cleanout (ASTM D2241, DR-26 PVC)	EA	47	$ 1,250.00	$ 58,750.00	$ 2,100.00	$ 98,700.00	$ 700.00	$ 32,900.00	$ 1,856.00	$ 87,232.00	$ 2,720.00	$ 127,840.00	$ 2,750.00	$ 129,250.00	$ 2,100.00	$ 98,700.00	$ 2,639.47	$ 124,055.09	$ 2,148.18	$ 100,964.46
22	Additional 4" PVC San. Sewer (SDR-35) Service Line Beyond R.O.W. Line.	LF	200	$ 50.00	$ 10,000.00	$ 415.00	$ 83,000.00	$ 150.00	$ 30,000.00	$ 80.00	$ 16,000.00	$ 68.00	$ 13,600.00	$ 40.00	$ 8,000.00	$ 150.00	$ 30,000.00	$ 1,125.93	$ 225,186.00	$ 97.30	$ 19,460.00
23	Remove and Replace 6" Thick Concrete Pavement	SY	27	$ 110.00	$ 2,970.00	$ 162.00	$ 4,374.00	$ 200.00	$ 5,400.00	$ 429.00	$ 11,583.00	$ 174.00	$ 4,698.00	$ 238.00	$ 6,426.00	$ 200.00	$ 5,400.00	$ 457.19	$ 12,344.13	$ 430.61	$ 11,626.47
24	Remove and Replace 6" Asphalt Pavement	SY	3910	$ 85.00	$ 332,350.00	$ 151.00	$ 590,410.00	$ 92.00	$ 359,720.00	$ 149.00	$ 582,590.00	$ 120.00	$ 469,200.00	$ 95.00	$ 371,450.00	$ 95.00	$ 371,450.00	$ 85.92	$ 335,947.20	$ 131.33	$ 513,500.30
25	Unclassified Alley Excavation	LF	775	$ 100.00	$ 77,500.00	$ 18.00	$ 13,950.00	$ 10.00	$ 7,750.00	$ 36.00	$ 27,900.00	$ 40.00	$ 31,000.00	$ 50.00	$ 38,750.00	$ 35.00	$ 27,125.00	$ 63.00	$ 48,825.00	$ 119.82	$ 92,860.50
26	Construct 6" Thick Conc. Alley Pavement	SY	970	$ 70.00	$ 67,900.00	$ 46.00	$ 44,620.00	$ 145.00	$ 140,650.00	$ 145.00	$ 140,650.00	$ 174.00	$ 168,780.00	$ 180.00	$ 174,600.00	$ 90.00	$ 87,300.00	$ 221.91	$ 215,252.70	$ 432.54	$ 419,563.80
27	Separate Concrete Curb and Gutter	LF	287	$ 45.00	$ 12,915.00	$ 37.00	$ 10,619.00	$ 70.00	$ 20,090.00	$ 45.00	$ 12,915.00	$ 58.00	$ 16,646.00	$ 70.00	$ 20,090.00	$ 30.00	$ 8,610.00	$ 196.44	$ 56,378.28	$ 149.32	$ 42,854.84
28	Remove and Replace Concrete Sidewalk/Leadwalk	SY	134	$ 70.00	$ 9,380.00	$ 33.00	$ 4,422.00	$ 11.00	$ 1,474.00	$ 107.00	$ 14,338.00	$ 20.00	$ 2,680.00	$ 20.00	$ 2,680.00	$ 10.00	$ 1,340.00	$ 94.39	$ 12,648.26	$ 97.90	$ 13,118.60
29	Solid Sodding with 2" Top Soil	SY	175	$ 6.00	$ 1,050.00	$ 13.00	$ 2,275.00	$ 14.00	$ 2,450.00	$ 40.00	$ 7,000.00	$ 18.00	$ 3,150.00	$ 40.00	$ 7,000.00	$ 25.00	$ 4,375.00	$ 85.54	$ 14,969.50	$ 268.29	$ 46,950.75
30	Obstruction Removal	EA	5	$ 1,500.00	$ 7,500.00	$ 4,100.00	$ 20,500.00	$ 1,100.00	$ 5,500.00	$ 1,980.00	$ 9,900.00	$ 1.00	$ 5.00	$ 1,200.00	$ 6,000.00	$ 1,500.00	$ 7,500.00	$ 7,719.31	$ 38,596.55	$ 2,347.54	$ 11,737.70
31	Post Construction San. Sewer Point Repairs	LF	100	$ 300.00	$ 30,000.00	$ 232.00	$ 23,200.00	$ 75.00	$ 7,500.00	$ 99.00	$ 9,900.00	$ 80.00	$ 8,000.00	$ 120.00	$ 12,000.00	$ 50.00	$ 5,000.00	$ 187.47	$ 18,747.00	$ 234.76	$ 23,476.00
32	Cut & Plug Ex. Water Line (regardless of size)	EA	6	$ 1,250.00	$ 7,500.00	$ 1,700.00	$ 10,200.00	$ 2,000.00	$ 12,000.00	$ 784.00	$ 4,704.00	$ 625.00	$ 3,750.00	$ 800.00	$ 4,800.00	$ 750.00	$ 4,500.00	$ 2,080.26	$ 12,481.56	$ 2,542.91	$ 15,257.46
33	3/4" Water Service	EA	5	$ 1,500.00	$ 7,500.00	$ 2,100.00	$ 10,500.00	$ 1,500.00	$ 7,500.00	$ 3,347.00	$ 16,735.00	$ 2,850.00	$ 14,250.00	$ 750.00	$ 3,750.00	$ 2,000.00	$ 10,000.00	$ 3,070.19	$ 15,350.95	$ 658.61	$ 3,293.05
34	Furnish & Install Std Fire Hydrant Assembly	EA	1	$ 5,500.00	$ 5,500.00	$ 12,000.00	$ 12,000.00	$ 8,000.00	$ 8,000.00	$ 13,743.00	$ 13,743.00	$ 6,400.00	$ 6,400.00	$ 9,500.00	$ 9,500.00	$ 9,000.00	$ 9,000.00	$ 8,916.09	$ 8,916.09	$ 11,387.00	$ 11,387.00
35	Remove and Salvage Existing Fire Hydrant	EA	1	$ 750.00	$ 750.00	$ 1,000.00	$ 1,000.00	$ 400.00	$ 400.00	$ 3,404.00	$ 3,404.00	$ 1,200.00	$ 1,200.00	$ 700.00	$ 700.00	$ 1,000.00	$ 1,000.00	$ 662.90	$ 662.90	$ 2,347.54	$ 2,347.54
36	Furnish & Install 4" C-900 DR-18 PVC Water Pipe	LF	50	$ 125.00	$ 6,250.00	$ 70.00	$ 3,500.00	$ 70.00	$ 3,500.00	$ 77.00	$ 3,850.00	$ 125.00	$ 6,250.00	$ 60.00	$ 3,000.00	$ 260.00	$ 13,000.00	$ 141.18	$ 7,059.00	$ 105.50	$ 5,275.00
37	Furnish & Install 4" Gate Valve	EA	1	$ 2,500.00	$ 2,500.00	$ 2,400.00	$ 2,400.00	$ 1,200.00	$ 1,200.00	$ 3,571.00	$ 3,571.00	$ 1,100.00	$ 1,100.00	$ 1,350.00	$ 1,350.00	$ 2,000.00	$ 2,000.00	$ 1,545.63	$ 1,545.63	$ 2,446.85	$ 2,446.85
38	Ductile Iron Fittings	LB	1000	$ 8.00	$ 8,000.00	$ 4.00	$ 4,000.00	$ 3.00	$ 3,000.00	$ 7.00	$ 7,000.00	$ 1.00	$ 1,000.00	$ 8.50	$ 8,500.00	$ 12.50	$ 12,500.00	$ 1.64	$ 1,640.00	$ 9.79	$ 9,790.00
39	Connect to Existing Waterlines	EA	3	$ 1,100.00	$ 3,300.00	$ 2,100.00	$ 6,300.00	$ 4,500.00	$ 13,500.00	$ 2,453.00	$ 7,359.00	$ 4,600.00	$ 13,800.00	$ 1,900.00	$ 5,700.00	$ 4,000.00	$ 12,000.00	$ 6,869.19	$ 20,607.57	$ 4,072.95	$ 12,218.85
40	Grouting and Abandonment of Pipe	CY	31	$ 350.00	$ 10,850.00	$ 260.00	$ 8,060.00	$ 175.00	$ 5,425.00	$ 500.00	$ 15,500.00	$ 390.00	$ 12,090.00	$ 500.00	$ 15,500.00	$ 275.00	$ 8,525.00	$ 716.63	$ 22,215.53	$ 742.85	$ 23,028.35
41	Construction Contingency Allowance	LS	1	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00	$ 300,000.00
			Engineer's Est. with 15% Contingency:		$ 2,642,539.00	Total:	$ 2,482,383.00	Total:	$ 2,641,672.00	Total:	$ 2,722,319.43	Total:	$ 3,247,767.00	Total:	$ 3,252,023.25	Total:	$ 3,357,784.00	Total:	$ 3,472,267.79	Total:	$ 4,198,231.48

ITEM NO.	DESCRIPTION OF UNIT	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	ANA Site Construction		Atkins Brothers Equipment Co., Inc.		J&L Construction, LLC		Douglas Dailey Construction, LLC		Hayes Construction, LLC		Dickerson Construction Co., Inc.		Western Municipal Const. of Texas, LLC		Western Brown Enterprises, Inc.	
						Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Bid Alt	Rehab Ex. 6" San. Sewer with 8" HDPE (DR-21) San Sewer by Pipe Bursting	LF	2100	$ 85.00	$ 178,500.00	$ 196.00	$ 411,600.00	$ 220.00	$ 462,000.00	$ 228.00	$ 478,800.00	$ 96.00	$ 201,600.00	$ 115.00	$ 241,500.00	$ 275.00	$ 577,500.00	$ 170.00	$ 357,000.00	$ 254.58	$ 534,618.00
Bid Alt	Rehab Ex. 10" San. Sewer with 10" HDPE (DR-21) San Sewer by Pipe Bursting	LF	344	$ 90.00	$ 30,960.00	$ 273.00	$ 93,912.00	$ 230.00	$ 79,120.00	$ 269.00	$ 92,536.00	$ 114.00	$ 39,216.00	$ 145.00	$ 49,880.00	$ 285.00	$ 98,040.00	$ 194.00	$ 66,736.00	$ 263.61	$ 90,681.84

Highlighted cells indicate location of error within the particular bid schedule


N
Project Locations
Railway
Sherman Library
Federal Courthouse
Grayson County Appraisal District
Grayson County Courthouse
Sherman Jazz Museum
The Sherman Museum
City Building
N Travis St
N Walnut St
N Branch St
N East St
N Montgomery St
N Crockett St
E Mulberry St
E Pecan St
E Wall St
E Houston St
E Lamar St
E Jones St
E Cherry St
Burlington N
0 180 360 720 Feet
Sherman
CLASSIC TOWN. BROAD HORIZON.
Maxar, Microsoft, Esri Community Maps Contributors, City of Sherman, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph
Downtown Wastewater Improvements
Phase 1

AGENDA ITEM XI

GREATER TEXOMA UTILITY AUTHORITY
AGENDA COMMUNICATION

DATE: **April 12, 2022**

SUBJECT: **AGENDA ITEM NO. XI**

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH PRATER ELECTRIC FOR THE CGMA BLOOMDALE PUMP STATION EMERGENCY GENERATOR CONNECTION PROJECT AS COMPLETE.

ISSUE
Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Prater Electric for the CGMA Bloomdale Pump Station Emergency Generator Connection Project as complete.

BACKGROUND
The CGMA system was constructed in 2007 to provide water to the cities of Melissa, Anna, Van Alstyne and Howe. The growth in these cities necessitated a study to determine what/when improvements need to be made in order to keep up with the growing demand for water. Following this study in late 2021, we presented the findings to the CGMA Board which consists of the mayors of all 4 cities. In addition to the study, the Engineering Services Agreement ("ESA") was also presented and approved by the CGMA Board with a recommendation to the GTUA Board to approve the ESA. The scope of the ESA included rehabbing and upgrading existing 3 pumps and motors, adding a 4th pump and motor, replacing all 3 existing variable frequency drives, adding a standby generator, and updating the SCADA system to a more modern software and HMI.

At the November 2021 Authority Board meeting, the ESA was approved which authorized the design of the projects. The Board also authorized separating the generator quick-connect infrastructure into a separate engineering and construction project. This will allow us to build this portion of the project with cash-on-hand ahead of the bond issuance and be able to plug in our rental generator to power any of the existing pumps.

The Authority awarded the contract to Prater Electric in the amount of $135,000 in April 2022.

CONSIDERATIONS
Prater Electric has completed the CGMA Bloomdale Pump Station Emergency Generator Connection Project. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Prater Electric.

STAFF RECOMMENDATIONS
The Authority Staff recommend approving the project as complete.

ATTACHED
Closeout Resolution

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH PRATER ELECTRIC AS COMPLETE FOR CGMA BLOOMDALE PUMP STATION EMERGENCY GENERATOR CONNECTION PROJECT.

WHEREAS, the Greater Texoma Utility Authority has entered into a Contract for Water Supply and Sewer Service with the CGMA Bloomdale Pump Station Emergency Generator Connection Project; and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Prater Electric for the CGMA Bloomdale Pump Station Emergency Generator Connection Project; and

WHEREAS, representatives of the Texas Water Development Board, the CGMA and the project engineer have inspected the Bloomdale Pump Station Emergency Generator Connection Project and found it to be complete;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY that the Authority hereby formally accepts the contract with Prater Electric as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2024 by the following vote:

AYE: NAY: ABSTAIN:

At a meeting of the Board of Directors of the Greater Texoma Utility Authority.

_____
President

ATTEST:

_____
Secretary-Treasurer

AGENDA ITEM XII

GREATER TEXOMA UTILITY AUTHORITY
AGENDA COMMUNICATION

DATE: **April 11, 2024**

SUBJECT: **AGENDA ITEM NO. XII**

PREPARED BY: Nichole Murphy, Sr. Project Manager
SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON A RESOLUTION APPROVING THE GREATER TEXOMA UTILITY AUTHORITY WATER CONSERVATION PLAN AND WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN

ISSUE

Consider and act upon a resolution approving the Greater Texoma Utility Authority's Water Conservation Plan, Water Resource, and Emergency Management Plan.

BACKGROUND

The Texas Commission on Environmental Quality and the Texas Water Development Board require that the Greater Texoma Utility Authority ("Authority") update the Water Conservation Plan and Drought Contingency Plan by May 1, 2024. The contract between the North Texas Municipal Water District ("NTMWD") and the Authority requires that the Authority adopt a Water Conservation Plan and a Water Resource and Emergency Management Plan meeting criteria set out by the NTMWD.

CONSIDERATIONS

The Authority staff has drafted a Water Conservation Plan, Water Resource, and Emergency Management Plan for consideration by the Board of Directors. This Plan was drafted utilizing the model plans provided by the NTMWD, and will replace the Water Conservation, Drought Contingency, and Emergency Water Response Plan adopted April 2019.

STAFF RECOMMENDATIONS

Staff recommends the Board's adoption of the resolution approving the Greater Texoma Utility Authority Water Conservation Plan, Water Resource, and Emergency Management Plan

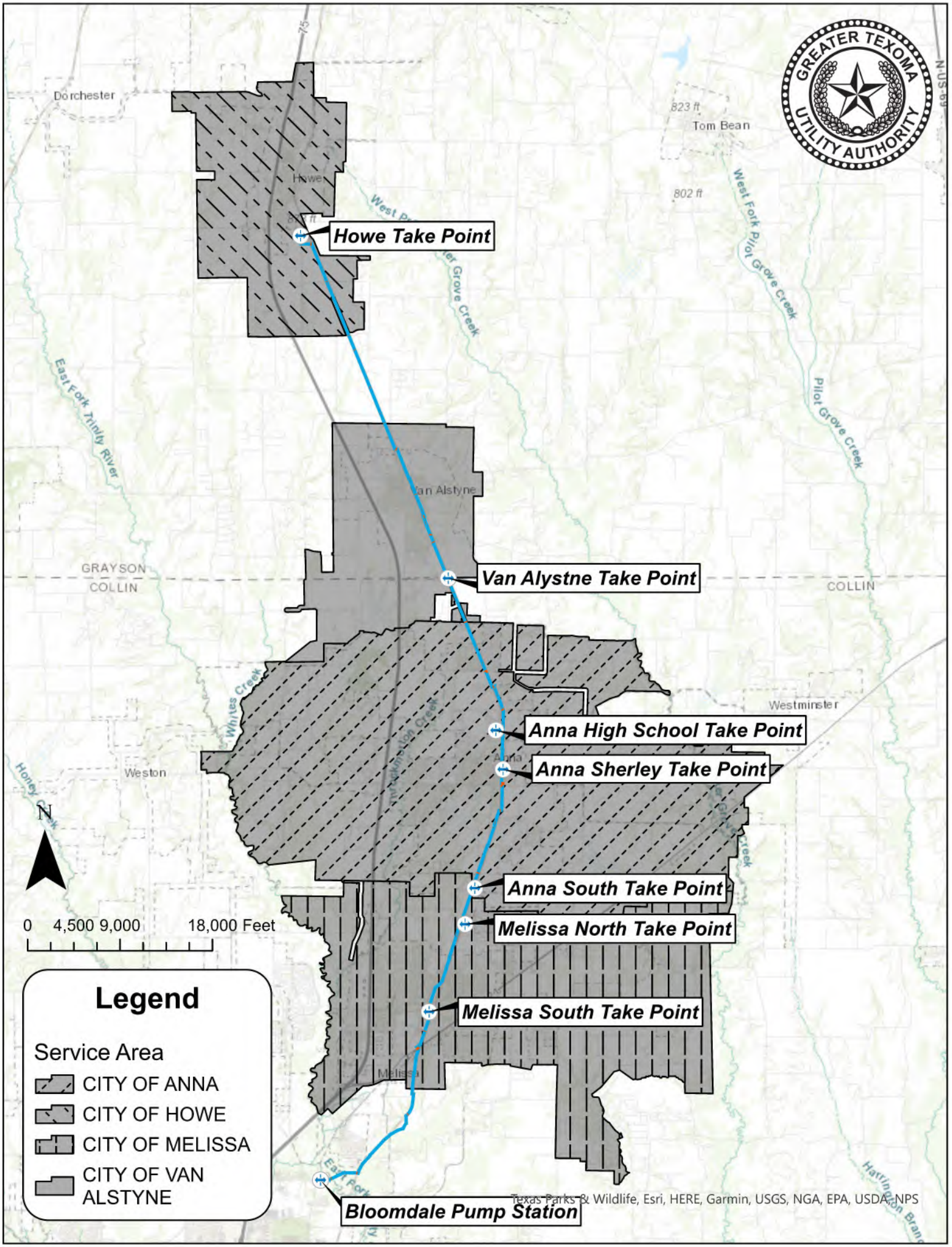
ATTACHMENTS

Resolution approving plan
Draft Water Conservation Plan, Water Resource, and Emergency Management Plan are posted on the GTUA Website under the "Agenda" tab. Hard copies will be available at the Board Meeting.

WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN

Greater Texoma Utility Authority

April 2024


GREATER TEXOMA UTILITY AUTHORITY
Howe Take Point
Van Alystne Take Point
Anna High School Take Point
Anna Sherley Take Point
Anna South Take Point
Melissa North Take Point
Melissa South Take Point
Bloomdale Pump Station
Dorchester
Howe
Van Alstyne
Anna
Melissa
Weston
Westminster
Tom Bean
GRAYSON
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COLLIN
823 ft
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West Fork Pilot Grove Creek
Pilot Grove Creek
East Fork Trinity River
Whites Creek
Honey Creek
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Legend
Service Area
CITY OF ANNA
CITY OF HOWE
CITY OF MELISSA
CITY OF VAN ALSTYNE
Texas Parks & Wildlife, Esri, HERE, Garmin, USGS, NGA, EPA, USDA, NPS

CONTENTS

1. APPENDICES

1.INTRODUCTION AND OBJECTIVES

Water supply has always been a key issue in the development of Texas. In recent years, the increasing population and economic development of North Central Texas have led to growing demands for water supplies. At the same time, local and less expensive sources of water supply are largely developed. Additional supplies to meet higher demands will be expensive and difficult to develop. It is therefore important that we make efficient use of our existing supplies and make them last as long as possible. This will delay the need for new supplies, minimize the environmental impacts associated with developing new supplies, and delay the high cost of additional water supply development.

Recognizing the need for efficient use of existing water supplies, the Texas Commission on Environmental Quality ("TCEQ") has developed guidelines and requirements governing the development of water conservation and drought contingency plans for wholesale water suppliers [1]. The TCEQ guidelines and requirements for wholesale suppliers are included in Appendix B. Greater Texoma Utility Authority ("GTUA") has developed this water conservation and drought contingency plan and water emergency response plan pursuant to TCEQ guidelines and requirements, as well as the North Texas Municipal Water District ("NTMWD") model plan[2]. This plan replaces the GTUA plan dated April 2019.

GTUA is a wholesale water supplier, and currently provides wholesale water to the City of Sherman and the NTMWD. GTUA is also a treated water supplier, currently providing treated water to the Collin-Grayson Municipal Alliance ("CGMA"), which is comprised of the cities of Anna, Howe, Melissa, and Van Alstyne. Treated water for CGMA is obtained from the NTMWD.

The water conservation sections of this plan include measures that are intended to result in ongoing, long-term water savings. The drought contingency and water emergency response sections of this plan address strategies designed to temporarily reduce water use in response to specific conditions.

The objectives of this water conservation and drought contingency and emergency management plan are as follows:

- To reduce water consumption from the levels that would prevail without conservation efforts.
- To reduce the loss and waste of water

[1]Superscripted numbers match references listed in Appendix A.

- To improve efficiency in the use of water
- To document the level of recycling and reuse in the water supply
- To extend the life of current water supplies by reducing the rate of growth in demand
- To preserve supplies for essential uses under drought or water emergency conditions

2. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES

2.1 Conservation Plans

The TCEQ rules governing development of water conservation plans for wholesale water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.5 of the Texas Administrative Code, which is included in Appendix B. For the purpose of these rules, a water conservation plan is defined as "A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s)."[1] The elements in the TCEQ water conservation rules covered in this water conservation and drought contingency plan are listed below. The TCEQ water conservation and drought contingency rules for public water providers are addressed in Section 12 of this plan.

Minimum Conservation Plan Requirements for Wholesale Water Suppliers

GTUA is a wholesale water supplier to customers in North Central Texas. GTUA's customers include cities and municipal utility districts. The minimum requirements in the Texas Administrative Code for water conservation plans for wholesale water suppliers are covered in this report as follows:

- 288.5(1)(A) – Description of Service Area – Section 3 and Appendix C
- 288.5(1)(B) – Specification of Goals – Section 4
- 288.5(1)(C) – Specific, Quantified Goals – Section 4
- 288.5(1)(D) – Measure and Account Water Diverted – Section 5.1
- 288.5(1)(E) – Monitoring and Record Management System – Section 5.2 and 7.2
- 288.5(1)(F) – Program of Metering and Leak Detection and Repair – Section 5.3

- 288.5(1)(G) – Requirement for Water Conservation Plans by Wholesale Customers – Section 6.1
- 288.5(1)(H) – Reservoir System Operation Plan – Section 6.2
- 288.5(1)(I) – Means of Implementation and Enforcement – Section 9
- 288.5(1)(J) – Documentation of Coordination with Regional Water Planning Group – Section 6.4
- 288.5(3) – Review and Update of Plan – Section 10

Additional Conservation Strategies

The Texas Administrative Code lists additional water conservation strategies that can be adopted by a wholesale supplier but are not required. Additional strategies adopted by GTUA include the following:

- 288.5(2)(D) – Other Measures
    - Section 7.1 (model water conservation and drought contingency and water emergency response plans)
    - Section 8.1 (public education program)
    - Section 8.2 (in-house conservation measures)
    - Section 8.3 (landscape water management measures)

2.2 Drought Contingency Plans

The TCEQ rules governing development of drought contingency plans for wholesale water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.22 of the Texas Administrative Code, which is included in Appendix B. GTUA also serves as a public water supplier. Thus, Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 applies to GTUA and is also included in Appendix B.

For the purpose of these rules, a drought contingency plan is defined as "a strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency and water emergency response plan may be a separate document identified as such or may be contained within another water management documents(s)."[1] The drought contingency and water emergency response plan for GTUA, as a wholesale water provider, is contained in Section 11 of this water conservation and drought contingency and water emergency response plan. The drought contingency and water emergency response plan for GTUA as a public water supplier is addressed in Section 12 of this plan.

3. DESCRIPTION OF THE GTUA SERVICE AREA

GTUA's service area is located in Collin and Grayson Counties. GTUA provides wholesale water to the city of Sherman and the NTMWD. Sherman's Certificate of Convenience and Necessity covers approximately 70 square miles and is estimated to serve a population of 43,745. This area includes two rural water supply corporations, which are outside the city limits and the city of Knollwood as well as the town of Dorchester. GTUA also provides wholesale water to NTMWD, a regional wholesale supplier for thirteen member cities and numerous other customers in Collin, Dallas, Denton, Rockwall, Kaufman, Hunt, Hopkins and Rains Counties. NTMWD currently provides water for over 1.3 million people. GTUA provides treated water obtained from NTMWD to the Collin-Grayson Municipal Alliance, which presently includes the cities of Anna, Howe, Melissa, and Van Alstyne.

GTUA obtains its raw water supplies from Lake Texoma. GTUA purchases treated water supplies from NTMWD.

Appendix C to this water conservation and drought contingency plan and water emergency response plan is the water utility profile for GTUA, based on the format recommended by the TCEQ.

4. SPECIFICATION OF WATER CONSERVATION GOALS

As a wholesale water supplier, GTUA does not control the water use of its customers and does not have a direct relationship with the retail customers who are the ultimate consumers of the water. Some GTUA customers could be expected to have increasing municipal per capita demands in the future. The reasons for these projected increases could include the following:

- Some GTUA customers have a trend of increasing historical per capita use which is projected to continue for a time in the future, as the GTUA service area continues to transform from a historically rural to a primarily suburban population.

- Some GTUA customers are expected to see rapid population growth, which historically has been associated with increasing municipal per capita water use in this part of Texas.

- Some GTUA customers currently have very low municipal per capita water use, which is projected to increase over time, as development continues.

The municipal per capita use for GTUA's system can be affected by changes in per capita use for its customers. It can also be affected by how much water GTUA is asked to supply to high per capita use customers or low per capita use customers. These factors cannot be controlled by GTUA.

A commonly accepted definition of residential per capita water use has yet to be defined in the Texas Administrative Code. For the purposes of this plan, residential per capita water use is the total residential water use divided by the population. Residential water use includes single and multi-family housing. Hotels and motels are considered establishments and should not be included as residential water use.

GTUA does control the operation of its water supply and delivery system and can take direct action to maximize the efficiency of that system. In areas under its direct control, GTUA adopts the following goals for water conservation and efficiency:

- Maintain the level of unaccounted water in the system below 5 percent in 2024 and subsequent years, as discussed in Section 5.2

- Maintain universal metering of customers, meter calibrations and meter replacement and repair as described in Section 5.2

- Maintain a program of leak detection and repair, as discussed in Section 5.3

- Continue to implement other in-house water conservation efforts, as discussed in Section 8.2

- Raise public awareness of water conservation and encourage responsible public behavior by a public education program, as discussed in Section 8.1

As a wholesale provider, GTUA will continue to assist its customers in the development of water conservation programs. GTUA has developed *Model Water Conservation and Drought Contingency and Water Emergency Response Plans for GTUA Customers*[3], which its customers can use to develop their own water conservation and drought contingency and water emergency response plans. As part of the model water conservation plan, GTUA requires customers to provide annual water conservation reports. GTUA will review these reports and compile the information as part of its own annual conservation report, which will be used to manage GTUA's water conservation program.

As previously mentioned, GTUA is a wholesale water provider, does not control the water use of its customers, and does not have a direct relationship with the retail customers who are the ultimate consumers of the water. Municipal per capita water use goals for GTUA:

5. METERING, WATER USE RECORDS, CONTROL OF UNACCOUNTED WATER, AND LEAK DETECTION AND REPAIR

One of the key elements in water conservation is careful tracking of water use and control of losses. Accurate metering of water deliveries, detection, and repair of leaks in the raw water delivery and treated water distribution systems and regular monitoring of unaccounted water are important elements of GTUA's program to control losses.

5.1 Practices to Measure and Account for the Amount of Water Diverted

Raw water diversions from Lake Texoma are metered by GTUA using meters with accuracy of ±2%. These meters are calibrated on an annual basis and are repaired and/or replaced as needed.

5.2 Monitoring and Record Management Program for Determining Deliveries, Sales, and Losses

As a wholesale water supplier, GTUA has instituted a program of careful monitoring and record management to assure that its customers are charged appropriately for their water use. The program includes the following elements:

- Deliveries to wholesale customers are metered by meters with accuracy of ±2%, which are read monthly. These readings are used to bill customers.
- Meters used to measure deliveries to wholesale customers are calibrated annually, and tested, as necessary.
- Treated drinking water is metered at the point of delivery from NTMWD and at each customer's delivery vault, metered by meters with accuracy of ±2%.
- Treated water meters are calibrated at least annually, and more frequently, if necessary.
- All meter readings are shared with customers so they can compare the readings against the operations of their system.
- GTUA monitors unaccounted water in its delivery system. (For GTUA, unaccounted water is defined as raw water diverted from Lake Texoma less metered sales to customers, or treated water received from NTMWD less metered sales to customers.)

One of the goals of GTUA's water conservation program is to maintain unaccounted water below 5% every year.

WATER CONSERVATION PLAN
5- AND 10-YR GOALS FOR WATER SAVINGS

Facility Name: GTUA

Water Conservation Plan Year: 2024

	Historic 5yr Average	Baseline	5-yr Goal for year 2029	10-yr Goal for year 2034
Total GPCD[1]	55	55	53	53
Residential GPCD[2]	0	0	0	0
Water Loss (GPCD)[3]	.10	.10	1	1
Water Loss (Percentage)[4]	0%	0%	2%	2%

1. Total GPCD = (Total Gallons in System ÷ Permanent Population) ÷ 365
2. Residential GPCD = (Gallons Used for Residential Use ÷ Residential Population) ÷ 365
3. Water Loss GPCD = (Total Water Loss ÷ Permanent Population) ÷ 365
4. Water Loss Percentage = (Total Water Loss ÷ Total Gallons in System) x 100; or (Water Loss GPCD ÷ Total GPCD) x 100

5.3 Metering and Leak Detection and Repair

GTUA's metering program for raw water is described in Sections 5.1 and 5.2.

- All GTUA water transmission pipelines are reinforced concrete cylinder pipe or ductile iron pipe with an internal protective liner and external protective coating. Because of the multiple layers of material, these pipelines have very long service lives and are not subject to frequent development of leaks.
- Most joints in GTUA's pipeline are designed with bell and spigot joint construction including a rubber gasket. Some joints are welded. For larger lines, each joint is also sealed with concrete.
- All GTUA water pipelines are constructed in legally defined and identified rights-of-way, properly registered with authorities in each county.
- GTUA personnel routinely inspect GTUA facilities and pipelines for leaks or mechanical problems. Repairs are undertaken as soon as practicable in order to minimize waste.
- GTUA operates a program for right-of-way identification for construction projects adjacent to GTUA facilities and pipelines in order to minimize leaks caused by pipeline damage during construction.
- GTUA's metering program allows comparison of measured flows in the system and metered deliveries to customers, which can be used to identify leaks.
- GTUA's regular monitoring of unaccounted water (monthly basis) provides a further check for problems in the distribution system.
- GTUA personnel make regular inspections of its system to detect unauthorized connections.

6. OTHER REQUIRED MEASURES

6.1 Requirement for Water Conservation Plans by Wholesale Customers

Every contract for the wholesale sale of water by GTUA entered into, renewed, or extended after the adoption of this water conservation and drought contingency and water emergency response plan will include a requirement that the wholesale customer and any wholesale customers of that wholesale customer develop and implement a water conservation plan meeting the requirements of Title 30, Part 1, Chapter 288, Subchapter A, Rule 288.2 of the Texas Administrative Code. This requirement will extend to each successive customer in the resale of the water. GTUA will provide the model water conservation and drought contingency and water emergency response plans described in Section 7.1 to all customers to assist them in developing their own water conservation and drought contingency and water emergency response plans.

6.2 Reservoir System Operating Plan

GTUA currently has a total permitted water supply of about 22,600 acre-feet per year from Lake Texoma

6.3 Water Conservation Implementation Report

Appendix E includes the TCEQ-required water conservation implementation report. The report is due to the TCEQ by May 1 of every year, starting in the year 2025. This report lists the various water conservation strategies that have been implemented, including the date the strategy was implemented. The report also calls for the five-year and ten-year per capita water use goals from the previous water conservation plan. The reporting entity must answer whether or not these goals have been met, and if not, why not. The amount of water saved is also reported.

6.4 Coordination with Regional Water Planning Groups

Appendix F includes a copy of a letter sent to the Chair of the Region C Water Planning Group with this water conservation and drought contingency and water emergency response plan.

7. ADDITIONAL GTUA WATER CONSERVATION MEASURES TO ASSIST CUSTOMERS

GTUA has implemented water conservation measures intended to help customers with their water conservation planning, including:

- Providing model water conservation and drought contingency plans for use by customers in developing their own plans.
- Requiring an annual report on water conservation efforts from customers and developing a water conservation report for all GTUA customers

7.1 GTUA *Model Water Conservation Plan for GTUA Customers* and *Model Drought Contingency and Water Emergency Response Plan for GTUA Customers*

In order to assist its customers in the development of their own water conservation and drought contingency and water emergency response plans, GTUA has developed a *Model Water Conservation and Drought Contingency and Water Emergency Response Plans for GTUA Water Customers*[3]. The model water conservation plans address the TCEQ requirements for water conservation plans for municipal use by public water suppliers [1] and includes several provisions that go beyond TCEQ requirements. GTUA will work with its customers to develop water conservation and drought contingency and water emergency response plans using the model plan as a guide.

The model water conservation plan includes the following elements addressing TCEQ requirements for water conservation plans for public water suppliers:

- 288.2(a)(1)(A) – Utility Profile
- 288.2(a)(1)(B) – Specification of Goals
- 288.2(a)(1)(C) – Specific, Quantified Goals
- 288.2(a)(1)(D) – Accurate Metering
- 288.2(a)(1)(E) – Universal Metering
- 288.2(a)(1)(F) – Determination and Control of Unaccounted Water
- 288.2(a)(1)(G) – Public Education and Information Program
- 288.2(a)(1)(H) – Non-Promotional Water Rate Structure
- 288.2(a)(1)(I) – Reservoir System Operation Plan
- 288.2(a)(1)(J) – Means of Implementation and Enforcement
- 288.2(a)(1)(K) – Coordination with Regional Water Planning Group
- 288.2(a)(2)(A) – Leak Detection, Repair and Water Loss Accounting
- 288.2(a)(2)(B) – Record Management System
- 288.2(a)(2)(C) – Requirement for Water Conservation Plans by Wholesale Customers
- 288.2(c) – Review and Update of Plan
- The TCEQ requires a water utility profile to be completed and submitted with the update to the water conservation plan. This is included as Appendix C in the model plan.
- The TCEQ requires that a water conservation implementation report be completed and submitted to them on an annual basis. This is included in Appendix I of the model plan.

In addition to the TCEQ requirements, the GTUA model plan for customers receiving treated water from NTMWD also requires the following strategy be included in the customer plans, pursuant to the NTMWD requirements:

- 288.2(a)(3)(F) – Considerations for Landscape Water Management Regulations

GTUA requires a water usage report to be submitted to the GTUA on an annual basis. This report is included as Appendix D in the model water conservation plan.

GTUA recommends the following strategies be included in customer plans:

- 288.2(a)(3)(A) – Conservation Oriented Water Rates

- 288.2(a)(3)(B) – Ordinances, Plumbing Codes or Rules on Water-Conserving Fixtures
- 288.2(a)(3)(D) – Reuse and Recycling of Wastewater
- 288.2(a)(3)(F) – Additional Considerations for Landscape Water Management Regulations
- 288.2(a)(3)(G) – Monitoring Method
- 288.2(a)(3)(H) – Additional Conservation Ordinance Provisions

The TCEQ lists the following optional strategy that GTUA also suggests as an optional strategy in the model water conservation plan:

- 288.2(a)(3)(C) – Replacement or Retrofit of Water-Conserving Plumbing Fixtures

GTUA's model drought contingency and water emergency response plan is consistent with Texas Commission on Environmental Quality ("TCEQ") guidelines and requirements for development of drought contingency and water emergency response plans by public drinking water suppliers, contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code[1]. The model plan includes the following elements addressing TCEQ requirements for drought contingency plans for public water suppliers:

- 288.20(a)(1)(A) – Provisions to Inform the Public and Provide Opportunity for Public Input
- 288.20(a)(1)(B) – Provisions for Continuing Public Education and Information
- 288.20(a)(1)(C) – Coordination with Regional Water Planning Group
- 288.20(a)(1)(D) – Criteria for Initiation and Termination of Drought Stages
- 288.20(a)(1)(E) – Drought and Emergency Response Stages
- 288.20(a)(1)(F) – Specific, Quantified Targets for Water Use Reductions
- 288.20(a)(1)(G) – Water Supply and Demand Management Measures for Each Stage
- 288.20(a)(1)(H) – Procedures for Initiation and Termination of Drought Stages
- 288.20(a)(1)(I) – Procedures for Granting Variances
- 288.20(a)(1)(J) – Procedures for Enforcement of Mandatory Restrictions
- 288.20(a)(3) – Consultation with Wholesale Supplier
- 288.20(b) – Notification of Implementation of Mandatory Measures
- 288.20(c) – Review and Update of Plan

7.2 Annual Reports

One element of the GTUA *Model Water Conservation and Drought Contingency and Water Emergency Response Plans for GTUA Customers* [3] is a requirement that customers

complete the TCEQ Utility Profile and Water Conservation Plan Requirements for Municipal Water Use by Public Water Suppliers (Appendix D) by March 1 of the following year and submit them to GTUA. GTUA will use these to help generate its own annual water conservation report. GTUA's report will be used to review the effectiveness of its water conservation program.

8. ADDITIONAL GTUA WATER CONSERVATION MEASURES

8.1 Public Education Program

As a regional wholesale water supplier, GTUA does not interact directly with the retail customers at whom public education is aimed. GTUA's public education program is intended to assist and supplement the public education efforts of its customers. GTUA's public education efforts include the following elements:

- Since 2004, GTUA has provided the "Learning to Be Water Wise" curriculum to area school districts at no cost. The "Learning to Be Water Wise" curriculum includes individual kits and activities to educate 5th grade students on the importance of water and the need for water conservation in their homes and communities.
- GTUA provides conservation brochures and information to interested civic groups and schools. Information includes brochures on water-saving measures and xeriscape landscaping.
- GTUA promotes the Texas Smartscape website (www.txsmartscape.com)

8.2 In-House Water Conservation Efforts

GTUA has implemented an in-house water conservation program, including the following elements:

- Wherever possible, landscapes will use native or adapted drought tolerant plants, trees and shrubs.
- Irrigation at GTUA facilities will occur between 8:00PM and 10:00AM in the peak consumption months (April 1 through October 31) to lower evaporation losses.
- Irrigation will be limited to the amount needed to promote survival and health of plants and lawns.
- Irrigation will be avoided Saturday and Sunday, if possible, since these are periods of high water use by the public.

8.3 Landscape Water Management Measures

The following landscape management measures are included in the GTUA model water conservation plan for treated water customers. The minimum measures for treated water

customers that should be implemented and enforced to irrigate the landscape appropriately are as follows:

- Time of day restrictions prohibiting lawn irrigation watering from 10:00AM to 6:00PM beginning April 1 and ending October 31 of each year
- Prohibition of watering impervious surfaces (wind driven water drift will be taken into consideration)
- Prohibition of outdoor watering during precipitation or freeze events.
- Lawn and landscape irrigation is limited to twice per week.
- Prohibiting the use of treated water to fill or refill residential amenity, or any other natural or manmade ponds. A pond is considered to be a still body of water with a surface area of 500 square feet or more.
- Rain and freeze sensors and/or ET or Smart controllers required on all new irrigation systems. Rain and freeze sensors and/or ET or Smart controllers must be maintained to function properly.
- "At home" car washing may be done only when using a water hose with a shut-off nozzle.
- GTUA customers are responsible for developing regulations, ordinances, policies or procedures for enforcement of water conservation guidelines.

8.4 Additional Water Conservation Measures (Not Required in Model Water Conservation Plan)

The following water conservation measures are included in the model water conservation plan as options to be considered by GTUA customers:

- Consideration for additional landscape water management regulations
- Water audits
- Rebates

Appendix E of the model water conservation plan for treated water customers is a summary of considerations for landscape water management regulations adopted as part of the development of this water conservation and drought contingency and water emergency response plan. These regulations are intended to minimize waste in landscape irrigation. Appendix E of the model plan includes the required landscape water measures mentioned above, as well as the ones discussed below. GTUA recommends the following measures be included in customer water conservation plans, but they are not required:

- Requirement that all existing irrigation systems be retrofitted with rain and freeze sensors and/or ET or Smart controllers capable of multiple programming. Rain and

freeze sensors and/or ET or Smart controllers must be maintained to function properly.

- Prohibition of use of poorly maintained sprinkler systems that waste water.
- Prohibition of planting cool season grasses (such as rye grass or other similar grasses) that intensify cool season water requirements, exception allowed for golf courses or public athletic fields.
- Requirement that all new athletic fields be irrigated by a separate irrigation system from surrounding areas.
- Implementation of other measures to encourage off-peak water use.

Landscape ordinances are developed by customers to guide developers in landscaping requirements for the customer. GTUA recommends that the following measures be included in the entity's landscape ordinance:

- Requirement that all new irrigation systems be in compliance with state design and installation regulations (TAC Title 30, Part 1, Chapter 344)
- Native, drought tolerant, or adaptive plants should be encouraged.
- Drip irrigation systems should be promoted.
- ET/Smart controllers that only allow sprinkler systems to irrigate, when necessary, should be promoted.

Water audits are useful in finding ways in which water can be used more efficiently at a specific location. GTUA recommends customers offer water audits to customers. This measure is recommended but not required.

In addition to the conservation measures described above, GTUA considers the following water conservation incentive programs as options to consider:

- Low-flow toilet replacement and rebate programs,
- Rebates for rain/freeze sensors and/or ET or Smart controllers,
- Low-flow showerhead and sink aerators replacement programs or rebates,
- ET/Smart irrigation controller rebates,
- Water efficient clothes washer rebates,
- Pressure reducing valve installation programs or rebates,
- Rain barrel rebates,
- On-demand hot water heater rebates, or
- Other water conservation incentive programs.

9. IMPLEMENTATION AND ENFORCEMENT OF THE WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN

Appendix G contains a copy the Resolution approved by the GTUA Board of Directors at the meeting at which this water conservation and drought contingency and water emergency response plan was adopted. The President of the Board of Directors of GTUA is authorized to implement and enforce the water conservation and drought contingency and water emergency response plan. A water conservation report will be prepared by GTUA staff every year, incorporating reports required from customers, with results reported to the Board of Directors.

9.1 Schedule for Implementing the Plan to Achieve Targets and Goals

Following is a schedule, to achieve the targets and goals for water conservation:

- Calibrations of meters for all water deliveries are conducted annually.
- Meter replacement program:
    - Meters will continue to be monitored for accuracy annually and replaced on a fifteen-year cycle if necessary.
- Water audits are conducted annually.
    - Real water losses are identified and corrected.
    - Real water losses are minimized by replacement of deteriorating water mains and appurtenances, conducted on an on-going basis.
- Materials developed to encourage water conservation measures, materials obtained from the Texas Water Development Board, Texas Commission on Environmental Quality or other sources will be mailed out semi-annually (once in the spring and once in the summer) to all customers.
- Leak detection program to reduce real water losses.
    - Inspections of water main fittings and connections to be conducted monthly.
    - System is continuously monitored by SCADA for flow abnormalities.
    - Pressure controlled to provide service by use of SCADA system.
    - Pressure zones operated based on the topography.
    - Surges in pressure limited by control valves.

9.2 Tracking of Targets and Goals

GTUA staff shall track targets and goals by utilizing the following procedures:

- Records shall be maintained for meter calibration, meter testing, and meter replacement programs.
- Annual water audits shall be documented and kept in the files.
- Staff shall keep a record of the number of mail-outs distributed semi-annually.
- Records shall be maintained for the GTUA Leak Detection Program, including but not

limited to the following:

- Annual inspections of water main fittings and connections
- SCADA system is used to monitor water systems.
- Records shall be kept on the amount of water used for line flushing.

10. REVIEW AND UPDATE OF WATER CONSERVATION PLAN

TCEQ requires that water conservation plans be updated prior to May 1, 2029. Water conservation plans will be required to be updated every five years thereafter. The GTUA Water Conservation and Drought Contingency and Water Emergency Response Plan will be updated as required and as appropriate based on new or updated information.

11. DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN

11.1 Introduction

The purpose of this drought contingency and water emergency response plan is as follows:

- To conserve the available water supply in times of drought and emergency
- To maintain supplies for domestic water use, sanitation, and fire protection
- To protect and preserve public health, welfare, and safety.
- To minimize the adverse impacts of water supply shortages
- To minimize the adverse impacts of emergency water supply conditions

A drought is defined as an extended period of time when an area receives insufficient amounts of rainfall to replenish the water supply, causing water supply sources to be depleted. In the absence of drought response measures, demand tends to increase during a drought due to the need for additional lawn irrigation. The severity of a drought depends on the degree of depletion of supplies and on the relationship of demand to available supplies. GTUA considers a drought to end for raw water customers when the supply reservoir in Lake Texoma refills to its conservation pool. GTUA considers a drought to end for treated water customers when the North Texas Municipal Water District has determined water supplies are sufficient.

11.2 State Requirements for Drought Contingency Plans

This drought contingency and water emergency response plan is consistent with Texas Commission on Environmental Quality (TCEQ) guidelines and requirements for the development of drought contingency plans by wholesale water suppliers, contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.22 of the Texas Administrative Code. This rule is included in Appendix B.

Minimum Requirements

TCEQ's minimum requirements for drought contingency plans are addressed in the following subsections of this report:

- 288.22(a)(1) – Provisions to Inform the Public and Provide Opportunity for Public Input – Section 11.3
- 288.22(a)(2) – Coordination with the Regional Water Planning Group – Section 11.9
- 288.22(a)(3) – Criteria for Initiation and Termination of Drought Stages – Section 11.4
- 288.22(a)(4) – Drought and Emergency Response Stages – Section 11.5
- 288.22(a)(5) – Procedures for Initiation and Termination of Drought Stages – Section 11.5
- 288.22(a)(6) – Specific, Quantifiable Targets for Water Use Reduction – Section 11.5
- 288.22(a)(7) – Specific Measures to Be Implemented during Each Drought Stage – Section 11.5
- 288.22(a)(8) – Provision for Wholesale Contracts to Require Water Distribution According to Texas Water Code §11.039 – Sections 11.5 and 11.6
- 288.22(a)(9) – Provision for Granting Variances to the Plan - Section 11.7
- 288.22(a)(10) - Procedures for Enforcement of Mandatory Restrictions – Section 11.8
- 288.22(b) – Notification of Implementation of Mandatory Measures – Section 11.4
- 288.22(c) – Review and Update of Plan – Section 11.10

11.3 Provisions to Inform the Public and Opportunity for Public Input

GTUA provided opportunity for public input in the development of this drought contingency plan by the following means:

- Providing written notice of the proposed plan and the opportunity to comment on the plan by newspaper and posted notice.
- Meeting with GTUA customers to discuss the plan.
- Providing the draft plan to anyone requesting a copy
- Holding a public meeting at the Greater Texoma Utility Authority offices in Denison at 12:00 p.m., on Monday, April 15, 2024 (Appendix I)

11.4 Initiation and Termination of Drought or Water Emergency Response Stages

Initiation of a Drought or Water Emergency Response Stage

The President may order the implementation of a drought or water emergency response stage when one or more of the trigger conditions for that stage is met. The following actions will be taken when a drought stage is initiated:

- The public will be notified through local media.
- GTUA customers will be notified by e-mail with a follow-up letter or fax that provides the details of the reasons for initiation of the drought contingency and water emergency response stage.
- If any mandatory provisions of the drought contingency and water emergency response plan are activated, GTUA will notify the Executive Director of the TCEQ within 5 business days.

The President may decide not to order the implementation of a drought contingency and water emergency response stage even though one or more of the trigger criteria for the stage are met. Factors that could influence such a decision include, but are not limited to, the time of the year, weather conditions, the anticipation of replenished water supplies, or the anticipation that additional facilities will become available to meet needs.

Termination of a Drought Contingency or Water Emergency Response Stage

The President may order the termination of a drought contingency and water emergency response stage when the conditions for termination are met or at his/her discretion. The following actions will be taken when a drought contingency and water emergency response stage is terminated:

- The public will be notified through local media.
- Customers will be notified by e-mail with a follow-up letter or fax.
- When any mandatory provisions of the drought contingency and water emergency response plan that have been activated are terminated, GTUA will notify the Executive Director of the TCEQ within 5 business days.

The President may decide not to order the termination of a drought contingency and water emergency response stage even though the conditions for termination of the stage are met. Factors which could influence such a decision include, but are not limited to, the time of the year, weather conditions, or the anticipation of potential changed conditions that warrant the continuation of the drought contingency and water emergency response stage.

11.5 Drought Contingency and Water Emergency Response Stages and Measures

Stage 1

Initiation and Termination Conditions for Stage 1

- The President finds that conditions warrant the declaration of Stage 1
- Water demand is projected to approach the limit of the permitted supply.
- The water storage level in Lake Texoma is less than 95 percent of the total conservation pool capacity (applies to raw water customers only)
- Water demand exceeds 90 percent of the amount that can be delivered to customers for three consecutive days.
- Water demand for all or part of the delivery system approaches delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- Water supply system is unable to deliver water due to the failure or damage of major water system components.

Stage 1 may terminate when the circumstances that caused the initiation of Stage 1 no longer prevail.

Goal for Use Reduction and Actions Available under Stage 1

Stage 1 is intended to raise public awareness of potential drought and water emergency problems. The goal for water use reduction under Stage 1 is a two percent reduction of the use that would have occurred in the absence of drought contingency and water emergence response measures. The President may order the implementation of any of the actions listed below, as deemed necessary:

- Require customers (including indirect customers) to initiate Stage 1 in their drought contingency and water emergency response plans.
- Request voluntary reductions in water use by the public and by customers.
- Increase public education efforts on ways to reduce water use.
- Review the problems that caused the initiation of Stage 1.
- Intensify efforts on leak detection and repair.
- Reduce non-essential GTUA water use.

Stage 2

Initiation and Termination Conditions for Stage 2

- The President finds that conditions warrant the declaration of Stage 2
- Water demand is projected to approach the limit of the permitted supply
- The water storage in Lake Texoma is less than 55 percent of the total conservation pool capacity (applies to raw water customers only)
- Water demand exceeds 95 percent of the amount that can be delivered to customers for three consecutive days.
- Water demand for all or part of the delivery system equals delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- Water supply system is unable to deliver water due to the failure or damage of major water system components.

Stage 2 may terminate when the circumstances that caused the initiation of Stage 2 no longer prevail.

Goal for Use Reduction and Actions Available under Stage 2, Moderate

The goal for water use reduction under Stage 2 is a five percent reduction of the use that would have occurred in the absence of drought contingency and water emergency response measures. **If circumstances warrant, the President may set a goal for greater water use reduction.**

The President may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. GTUA must notify TCEQ within five business days if these measures are implemented.

- Continue or initiate any actions available under Stage 1.
- Require customers (including indirect customers) to initiate Stage 2 in their drought contingency and water emergency response plans.
- Initiate engineering studies to evaluate alternative actions if conditions worsen.
- Further accelerate public education efforts on ways to reduce water use.
- Halt non-essential GTUA water use.
- Encourage the public to wait until the current drought or water emergency situation has passed before establishing new landscaping.

- **Requires Notification to TCEQ** – Limit landscape watering with sprinklers or irrigation systems to no more than two days per week. An exception is allowed for landscape associated with new construction that may be watered as necessary for 30 days from the date of the certificate of occupancy. An exemption is also allowed for registered and properly functioning ET/Smart irrigation systems and drip irrigation systems, which do not have restrictions on the number of days per week of operation.
- **Requires Notification to TCEQ** – Restrict landscape and lawn irrigation from 10:00AM to 6:00PM beginning April 1 and ending October 31 of each year.

Stage 3

Initiation and Termination Conditions for Stage 3

- The President finds that conditions warrant the declaration of Stage 3
- Water demand is projected to approach or exceed the limit of the permitted supply.
- The water storage in Lake Texoma is less than 45 percent of the total conservation pool capacity (applies to raw water customers only)
- Water demand exceeds 98 percent of the amount that can be delivered to customers for three consecutive days.
- Water demand for all or part of the delivery system exceeds delivery capacity because delivery capacity is inadequate.
- Supply source becomes contaminated.
- Water supply system is unable to deliver water due to the failure or damage of major water system components.

Stage 3 may terminate when the circumstances that caused the initiation of Stage 3 no longer prevail.

Goal for Use Reduction and Actions Available under Stage 3

The goal for water use reduction under Stage 3 is a reduction of ten percent in the use that would have occurred in the absence of drought contingency and water emergency response measures. **If circumstances warrant, the President may set a goal for greater water use reduction.**

The President may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. GTUA must notify TCEQ within five business days if these measures are implemented.

- Continue or initiate any actions available under Stages 1 and 2.
- Require customers (including indirect customers) to initiate Stage 3 in their drought contingency plans.
- Implement viable alternative water supply strategies.
- **Requires Notification to TCEQ** – Require customers (including indirect customers) to initiate mandatory water use restrictions as follows:
  - Prohibit hosing of paved areas, buildings, or windows. (Pressure washing of impervious surfaces is allowed.)
  - Prohibit operation of ornamental fountains if they use treated water.
  - Prohibit washing or rinsing of vehicles by hose, except with a hose end cutoff nozzle.
  - Prohibit using water in such a manner as to allow runoff or other waste.
- **Requires Notification to TCEQ** – Require customers (including indirect customers) to limit landscape watering with sprinklers or irrigation systems at each service address to once every seven days. Exceptions are as follows:
  - Foundations, new landscaping, new plantings (first year) of shrubs, and trees may be watered for up to 2 hours on any day by a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system.
  - Golf courses may water greens and tee boxes without restrictions.
  - Public athletic fields used for competition may be watered twice per week.
  - Locations using other sources of water supply for irrigation may irrigate without restrictions.
  - Registered and properly functioning ET/Smart irrigation systems and drip irrigation systems may irrigate without restrictions.
- **Requires Notification to TCEQ** –

  Limit landscape watering with sprinklers or irrigation systems between November 1 and March 31 to once every two weeks. An exception is allowed for landscape associated with new construction that may be watered as necessary for 30 days from the date of the certificate of occupancy, temporary certificate of occupancy, or certificate of completion.
- **Requires Notification to TCEQ** – Prohibit hydroseeding, hydromulching, and sprigging.
- **Requires Notification to TCEQ** – Existing swimming pools may not be drained and refilled (except to replace normal water loss).

- **Requires Notification to TCEQ** – Institute a mandated reduction in deliveries to all customers. Such a reduction will be distributed as required by Texas Water Code §11.039 (Appendix H).
- **Requires Notification to TCEQ**- Require customers to initiate a rate surcharge for all water use over a certain level.
- **Requires Notification to TCEQ** – Require customers to prohibit watering of golf courses using treated water, except as needed to keep greens and tee boxes alive.

Stage 4

Initiation and Termination Conditions for Stage 4

- The President finds that conditions warrant the declaration of Stage 4.
- Water demand is projected to approach or exceed the limit of the permitted supply.
- The water storage in Lake Texoma is less than 35 percent of the total conservation pool capacity (applies to raw water customers only)
- Water demand exceeds the amount that can be delivered to customers.
- Water demand for all or part of the delivery system seriously exceeds delivery capacity because the delivery capacity is inadequate.
- Supply source becomes contaminated.
- Water supply system unable to deliver water due to the failure or damage of major water system components.

Stage 4 may terminate when the circumstances that caused the initiation of Stage 4 no longer prevail.

Goal for Use Reduction and Actions Available under Stage 4

The goal for water use reduction under Stage 4 is a reduction of whatever amount is necessary in the use that would have occurred in the absence of drought contingency and water emergency response measures. **If circumstances warrant, the President may set a goal for greater water use reduction.**

The President may order the implementation of any of the actions listed below, as deemed necessary. Measures described as "requires notification to TCEQ" impose mandatory requirements on customers. GTUA must notify TCEQ within five business days if these measures are implemented.

- Continue or initiate any actions available under Stages 1, 2, and 3.

- Require customers (including indirect customers) to initiate Stage 4 in their drought contingency and water emergency response plans.
- Implement viable alternative water supply strategies.
- **Requires Notification to TCEQ** – Require all customers (including indirect customers) to prohibit use of treated water for the irrigation of new landscaping.
- **Requires Notification to TCEQ** – Require all customers (including indirect customers) to prohibit washing of vehicles except as necessary for health, sanitation, or safety reasons.
- **Requires Notification to TCEQ** – Require all customers (including indirect customers) to prohibit commercial and residential landscape watering, except that foundations and trees may be watered for 2 hours on any day with a hand-held hose, a soaker hose, or a dedicated zone using a drip irrigation system. ET/Smart irrigation systems and drip irrigation systems are not exempt from this requirement.
- **Requires Notification to TCEQ -** Require all customers (including indirect customers) to prohibit golf course watering with treated water except for greens and tee boxes.
- **Requires Notification to TCEQ** – Require all customers (including indirect customers) to prohibit permitting of any private pools. Pools already permitted may be completed and filled with water. Existing private and public pools may add water to maintain pool levels but may not be drained and refilled.
- **Requires Notification to TCEQ** – Require all customers (including indirect customers) to require all commercial water users to reduce water use by a set percentage.
- **Requires Notification to TCEQ -** Institute a mandated reduction in deliveries to all customers. Such a reduction will be distributed as required by Texas Water Code §11.039.
- **Requires Notification to TCEQ -** Require customers to initiate a rate surcharge over normal rates for all water use.

11.6 Procedure for Curtailment of Water Supplies

Any mandatory reduction to deliveries from GTUA to its customers shall be distributed as required by Texas Water Code §11.039, which is attached as Appendix H. In addition, every wholesale water supply contract entered into or renewed after adoption of this plan, including contract extensions, shall include a provision that water will be distributed in accordance with Texas Water Code §11.039 in case of a water shortage resulting from drought or water emergency.

11.7 Procedure for Granting Variances to the Plan

The President may grant temporary variances for existing water uses otherwise prohibited under this drought contingency and water emergency response plan to a customer if one or more of the following conditions are met:

- Failure to grant such a variance would cause an emergency condition adversely affecting health, sanitation, or fire safety for the public or the person or entity requesting the variance.
- Compliance with this plan cannot be accomplished due to technical or other limitations.
- Alternative methods that achieve the same level of reduction in water use can be implemented.

Variances shall be granted or denied at the discretion of the President. All petitions for variances should be in writing and should include the following information:

- Name and address of the petitioner(s)
- Purpose of water use
- Specific provisions from which relief is requested
- Detailed statement of the adverse effect of the provision from which relief is requested
- Description of the relief requested.
- Period of time for which the variance is sought.
- Alternative measures that will be taken to reduce water use.
- Other pertinent information.

11.8 Procedures for Enforcing Mandatory Water Use Restrictions

Mandatory water use restrictions may be imposed in Stage 2 and Stage 3 and Stage 4 drought contingency and water emergency response stages. These mandatory water use restrictions will be enforced by warnings and penalties as follows:

- On the first violation, the customer will be given a written warning that they have violated the mandatory water use restriction.
- After a second violation, GTUA may install a flow restrictor in the line or other device to limit the amount of water delivered to the customer.
- GTUA may charge up to twice the established rate for any water used in violation of mandatory water use restrictions.

Each customer will determine and enforce within its distribution system its own set of penalties associated with the mandatory water use restrictions.

11.9 Coordination with the Regional Water Planning Groups

Appendix F includes a copy of the letter sent to the Chair of the Region C Water Planning Group (RCWPG) with this water conservation and drought contingency and water emergency response plan.

11.10 Review and Update of Drought Contingency and Water Emergency Response Plan

As required by TCEQ rules, GTUA reviewed and updated the drought contingency and water emergency response plan prior to the May 1, 2024, deadline, and will review the plan every five years thereafter. The plan was updated as appropriate based on new or updated information. As the plan is subsequently reviewed and updated, a copy of the revised water conservation and drought contingency plan will be submitted to the TCEQ, TWDB and the RCWPG for their records.

12. WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN REQUIREMENTS FOR A PUBLIC WATER SUPPLIER

12.1 Introduction

In addition to serving as a wholesale water supplier, GTUA is also a public water supplier of treated water, providing treated water to the members of the Collin-Grayson Municipal Alliance. Treated water is obtained from the NTMWD and supplied to the members of the Collin-Grayson Municipal Alliance. The TCEQ has established rules for the development of water conservation and drought contingency plans for public water suppliers. The rules for water conservation plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.2 of the Texas Administrative Code. The rules for drought contingency plans for public water suppliers are contained in Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code. Both of these rules are included in Appendix B.

The water conservation and drought contingency and water emergency response plans for GTUA as a wholesale water provider given in sections 1-11 of this report address most of the requirements covered in the rules for public water suppliers. This section summarizes the TCEQ requirements for public water suppliers, indicates where they are met in the report, and covers any additional information needed to meet public water supplier requirements.

12.2 State Requirements for Water Conservation Plans for Public Water Suppliers

Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.2 of the Texas Administrative Code gives the requirements for water conservation plans for public water suppliers. This rule is included in Appendix B.

Minimum Requirements

TCEQ's minimum requirements for water conservation plans for public water suppliers are addressed below:

- 288.2(a)(1)(A) – Utility Profile – Included in Appendix C
- 288.2(a)(1)(B) – Specification of Conservation Goals – Addressed in Section 4
- 288.2(a)(1)(C) – Specific Quantifiable Goals – Addressed in Section 4
- 288.2(a)(1)(D) – Metering of Diversions – Addressed in Section 5.1
- 288.2(a)(2)(E) – Universal Metering – Addressed in Section 5.3. Deliveries to all of GTUA's public water customers are metered. GTUA tracks use for its public water customers to assure that the meters remain in good working order.
- At a minimum, all customer meters will be replaced every 15 years.
- 288.2(a)(1)(F) – Measures to Determine and Control Unaccounted Water – Addressed in Sections 5.2 and 5.3
- 288.2(a)(1)(G) – Program of Continuing Public Education and Information – Addressed in Section 8.1. GTUA will also communicate directly with its public water customers by including brochures and other water conservation information in their bills
- 288.2(a)(1)(H) – Non-Promotional Rate Structure – GTUA's treated water provided to public customers is on a wholesale basis.
- 288.2(a)(1)(I) Reservoir Operations Plan – Addressed in Section 6.2
- 288.2(a)(1)(J) – Means of Implementation and Enforcement – Addressed in Section 9.

- 288.2(a)(1)(K) – Documentation of Coordination with Regional Water Planning Groups - Addressed in Section 6.4

- 288.2(c) – Review and Update of Plan – Addressed in Section 10

Additional Requirements for Users Serving a Current Population of 5,000 or More

TCEQ has additional requirements for water conservation plans for public water suppliers serving more than 5,000 people. Including its wholesale customers, GTUA serves more than 5,000 people. The additional TCEQ requirements this imposes are addressed below:

- 288.2(a)(2)(A) – Program of Leak Detection, Repair, and Water Loss Accounting – Addressed in Sections 5.2 and 5.3

- 288.2(a)(2)(B) – Record Management System – GTUA's sales are to wholesale suppliers. GTUA records can be made available for wholesale customers of raw water and wholesale customers of treated water.

- 288.2(a)(2)(C) – Requirement for Conservation Plans for Wholesale Customers – Addressed in Section 6.1.

Additional Conservation Strategies

TCEQ also lists additional water conservation strategies that may be implemented by a public water supplier but are not required. This water conservation plan includes several of those strategies:

- Section 7 describes additional measures GTUA has adopted to encourage water conservation by its customers.

- Section 7.2 describes GTUA's plans to monitor the effectiveness of the water conservation program.

- Section 8.1 describes GTUA' s public education program.

- Section 8.2 describes GTUA's in-house water conservation efforts.

12.3 State Requirements for Drought Contingency Plans for Public Water Suppliers

Title 30, Part 1, Chapter 288, Subchapter B, Rule 288.20 of the Texas Administrative Code gives the requirements for drought contingency plans for public water suppliers. This rule is included in Appendix B.

- 288.20(a)(1)(A) – Provisions to Inform Public and Provide Opportunity for Public Input – Addressed in Section 11.3

- 288.20(a)(1)(B) – Provisions for Continuing Public Education and Information – GTUA shall provide for continuing public education and information by the following measures

    - Including information on the water conservation and drought contingency and water emergency response plan in bills for its public water customers

    - Notification to the public and the media as the drought contingency stages are implemented.

- 288.20(a)(1)(C) – Document Coordination with Regional Water Planning Groups Addressed in Section 11.9

- 288.20(a)(1)(D) – Description of Information to Be Monitored and Criteria for the Initiation and Termination of Drought Contingency and Water Emergency Response Stages – Addressed in Sections 11.4 and 11.5.

- 288.20(a)(1)(E) – Stages for Implementation of Measures in Response to Situations – Addressed in Section 11.5.

- 288.20(a)(1)(F) – Specific, Quantifiable Targets for Water Use Reduction – Addressed in Section 11.5

- 288.20(a)(1)(G) – Specific Water Supply or Water Demand Measures to Be Implemented at Each Stage of the Plan – Addressed in Section 11.5

- 288.20(a)(1)(H) – Description of Procedures to be Followed for the Initiation and Termination of Drought Contingency and Water Emergency Response Stages – addressed in Section 11.4

- 288.20(a)(1)(I) – Description of Procedures to be Followed for Granting Variances to the Plan – Addressed in Section 11.7. Public water customers may require variances under the same terms as wholesale customers.

- 288.20(a)(1)(J) – Procedures for Enforcement of Mandatory Provisions – Addressed in Section 11.8

- 288.20(b) – Notification of TCEQ for Implementation of Mandatory Measures – Addressed in Section 11.4

- 288.20(c) – Review Drought Contingency and Water Emergency Response Plan Every 5 Years – Addressed in Section 11.10.

APPENDIX A

List of References

Appendix A
List of References

(1) Title 30 of the Texas Administrative Code, Part 1, Chapter 288, Subchapter A, Rules 288.1, 288.2, 288.5, and Subchapter B, Rule 288.20, and 228.22 downloaded from: http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=30&pt=1&ch=288&rl=1, March 2009

(2) Freese and Nichols, Inc.: *Model Water Conservation and Drought Contingency and Water Emergence Response Plan for NTMWD Member Cities and Customers, March 2008*

(3) *Model Water Conservation and Drought Contingency and Water Emergency Response Plans for GTUA Customers, April 2009*

APPENDIX B

Texas Commission on Environmental Quality Rules on Water Conservation and Drought Contingency Plans for

Municipal Uses by Public and Wholesale Water Suppliers

<<Prev Rule Next Rule>>

Texas Administrative Code

TITLE 30	ENVIRONMENTAL QUALITY
PART 1	TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 288	WATER CONSERVATION PLANS, DROUGHT CONTINGENCY PLANS, GUIDELINES AND REQUIREMENTS
SUBCHAPTER A	WATER CONSERVATION PLANS
RULE §288.1	Definitions

The following words and terms, when used in this chapter, shall have the following meanings, unless the context clearly indicates otherwise.

(1) Agricultural or Agriculture--Any of the following activities:

(A) cultivating the soil to produce crops for human food, animal feed, or planting seed or for the production of fibers;

(B) the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or non-soil media by a nursery grower;

(C) raising, feeding, or keeping animals for breeding purposes or for the production of food or fiber, leather, pelts, or other tangible products having a commercial value;

(D) raising or keeping equine animals;

(E) wildlife management; and

(F) planting cover crops, including cover crops cultivated for transplantation, or leaving land idle for the purpose of participating in any governmental program or normal crop or livestock rotation procedure.

(2) Agricultural use--Any use or activity involving agriculture, including irrigation.

(3) Best management practices--Voluntary efficiency measures that save a quantifiable amount of water, either directly or indirectly, and that can be implemented within a specific time frame.

(4) Conservation--Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water, or increase the recycling and reuse of water so that a water supply is made available for future or alternative uses.

(5) Commercial use--The use of water by a place of business, such as a hotel, restaurant, or office building. This does not include multi-family residences or agricultural, industrial, or institutional users.

(6) Drought contingency plan--A strategy or combination of strategies for temporary supply and demand management responses to temporary and potentially recurring water supply shortages and other water supply emergencies. A drought contingency plan may be a separate document identified as such or may be contained within another water management document(s).

(7) Industrial use--The use of water in processes designed to convert materials of a lower order of value into forms having greater usability and commercial value, and the development of power by means other than hydroelectric, but does not include agricultural use.

(8) Institutional use--The use of water by an establishment dedicated to public service, such as a school, university, church, hospital, nursing home, prison, or government facility. All facilities dedicated to public service are considered institutional regardless of ownership.

(9) Irrigation--The agricultural use of water for the irrigation of crops, trees, and pastureland, including, but not limited to, golf courses and parks which do not receive water from a public water supplier.

(10) Irrigation water use efficiency--The percentage of that amount of irrigation water which is beneficially used by agriculture crops or other vegetation relative to the amount of water diverted from the source(s) of supply. Beneficial uses of water for irrigation purposes include, but are not limited to, evapotranspiration needs for vegetative maintenance and growth, salinity management, and leaching requirements associated with irrigation.

(11) Mining use--The use of water for mining processes including hydraulic use, drilling, washing sand and gravel, and oil field re-pressuring.

(12) Municipal use--The use of potable water provided by a public water supplier as well as the use of sewage effluent for residential, commercial, industrial, agricultural, institutional, and wholesale uses.

(13) Nursery grower--A person engaged in the practice of floriculture, viticulture, silviculture, and horticulture, including the cultivation of plants in containers or nonsoil media, who grows more than 50% of the products that the person either sells or leases, regardless of the variety sold, leased, or grown. For the purpose of this definition, grow means the actual cultivation or propagation of the product beyond the mere holding or maintaining of the item prior to sale or lease, and typically includes activities associated with the production or multiplying of stock such as the development of new plants from cuttings, grafts, plugs, or seedlings.

(14) Pollution--The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

(15) Public water supplier--An individual or entity that supplies water to the public for human consumption.

(16) Regional water planning group--A group established by the Texas Water Development Board to prepare a regional water plan under Texas Water Code, §16.053.

(17) Residential gallons per capita per day--The total gallons sold for residential use by a public water supplier divided by the residential population served and then divided by the number of days in the year.

(18) Residential use--The use of water that is billed to single and multi-family residences, which applies to indoor and outdoor uses.

(19) Retail public water supplier--An individual or entity that for compensation supplies water to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants when that water is not resold to or used by others.

(20) Reuse--The authorized use for one or more beneficial purposes of use of water that remains unconsumed after the water is used for the original purpose of use and before that water is either disposed of or discharged or otherwise allowed to flow into a watercourse, lake, or other body of state-owned water.

(21) Total use--The volume of raw or potable water provided by a public water supplier to billed customer sectors or nonrevenue uses and the volume lost during conveyance, treatment, or transmission of that water.

(22) Total gallons per capita per day (GPCD)--The total amount of water diverted and/or pumped for potable use divided by the total permanent population divided by the days of the year. Diversion volumes of reuse as defined in this chapter shall be credited against total diversion volumes for the purposes of calculating GPCD

for targets and goals.

(23) Water conservation coordinator--The person designated by a retail public water supplier that is responsible for implementing a water conservation plan.

(24) Water conservation plan--A strategy or combination of strategies for reducing the volume of water withdrawn from a water supply source, for reducing the loss or waste of water, for maintaining or improving the efficiency in the use of water, for increasing the recycling and reuse of water, and for preventing the pollution of water. A water conservation plan may be a separate document identified as such or may be contained within another water management document(s).

(25) Wholesale public water supplier--An individual or entity that for compensation supplies water to another for resale to the public for human consumption. The term does not include an individual or entity that supplies water to itself or its employees or tenants as an incident of that employee service or tenancy when that water is not resold to or used by others, or an individual or entity that conveys water to another individual or entity, but does not own the right to the water which is conveyed, whether or not for a delivery fee.

(26) Wholesale use--Water sold from one entity or public water supplier to other retail water purveyors for resale to individual customers.

Source Note: The provisions of this §288.1 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective August 15, 2002, 27 TexReg 7146; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective January 10, 2008, 33 TexReg 193; amended to be effective December 6, 2012, 37 TexReg 9515; amended to be effective August 16, 2018, 43 TexReg 5218

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SUBCHAPTER A	WATER CONSERVATION PLANS
RULE §288.2	Water Conservation Plans for Municipal Uses by Public Water Suppliers

(a) A water conservation plan for municipal water use by public water suppliers must provide information in response to the following. If the plan does not provide information for each requirement, the public water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for municipal uses by public water suppliers must include the following elements:

(A) a utility profile in accordance with the Texas Water Use Methodology, including, but not limited to, information regarding population and customer data, water use data (including total gallons per capita per day (GPCD) and residential GPCD), water supply system data, and wastewater system data;

(B) a record management system which allows for the classification of water sales and uses into the most detailed level of water use data currently available to it, including, if possible, the sectors listed in clauses (i) - (vi) of this subparagraph. Any new billing system purchased by a public water supplier must be capable of reporting detailed water use data as described in clauses (i) - (vi) of this subparagraph:

(i) residential;

(I) single family;

(II) multi-family;

(ii) commercial;

(iii) institutional;

(iv) industrial;

(v) agricultural; and,

(vi) wholesale.

(C) specific, quantified five-year and ten-year targets for water savings to include goals for water loss programs and goals for municipal use in total GPCD and residential GPCD. The goals established by a public water supplier under this subparagraph are not enforceable;

(D) metering device(s), within an accuracy of plus or minus 5.0% in order to measure and account for the amount of water diverted from the source of supply;

(E) a program for universal metering of both customer and public uses of water, for meter testing and repair, and for periodic meter replacement;

(F) measures to determine and control water loss (for example, periodic visual inspections along distribution

lines; annual or monthly audit of the water system to determine illegal connections; abandoned services; etc.);

(G) a program of continuing public education and information regarding water conservation;

(H) a water rate structure which is not "promotional," i.e., a rate structure which is cost-based and which does not encourage the excessive use of water;

(I) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin in order to optimize available water supplies; and

(J) a means of implementation and enforcement which shall be evidenced by:

(i) a copy of the ordinance, resolution, or tariff indicating official adoption of the water conservation plan by the water supplier; and

(ii) a description of the authority by which the water supplier will implement and enforce the conservation plan; and

(K) documentation of coordination with the regional water planning groups for the service area of the public water supplier in order to ensure consistency with the appropriate approved regional water plans.

(2) Additional content requirements. Water conservation plans for municipal uses by public drinking water suppliers serving a current population of 5,000 or more and/or a projected population of 5,000 or more within the next ten years subsequent to the effective date of the plan must include the following elements:

(A) a program of leak detection, repair, and water loss accounting for the water transmission, delivery, and distribution system;

(B) a requirement in every wholesale water supply contract entered into or renewed after official adoption of the plan (by either ordinance, resolution, or tariff), and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements in this chapter. If the customer intends to resell the water, the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with the provisions of this chapter.

(3) Additional conservation strategies. Any combination of the following strategies shall be selected by the water supplier, in addition to the minimum requirements in paragraphs (1) and (2) of this subsection, if they are necessary to achieve the stated water conservation goals of the plan. The commission may require that any of the following strategies be implemented by the water supplier if the commission determines that the strategy is necessary to achieve the goals of the water conservation plan:

(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

(B) adoption of ordinances, plumbing codes, and/or rules requiring water-conserving plumbing fixtures to be installed in new structures and existing structures undergoing substantial modification or addition;

(C) a program for the replacement or retrofit of water-conserving plumbing fixtures in existing structures;

(D) reuse and/or recycling of wastewater and/or graywater;

(E) a program for pressure control and/or reduction in the distribution system and/or for customer connections;

(F) a program and/or ordinance(s) for landscape water management;

(G) a method for monitoring the effectiveness and efficiency of the water conservation plan; and

(H) any other water conservation practice, method, or technique which the water supplier shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(b) A water conservation plan prepared in accordance with 31 TAC §363.15 (relating to Required Water Conservation Plan) of the Texas Water Development Board and substantially meeting the requirements of this section and other applicable commission rules may be submitted to meet application requirements in accordance with a memorandum of understanding between the commission and the Texas Water Development Board.

(c) A public water supplier for municipal use shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. The public water supplier for municipal use shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

Source Note: The provisions of this §288.2 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective December 6, 2012, 37 TexReg 9515

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SUBCHAPTER A	WATER CONSERVATION PLANS
RULE §288.5	Water Conservation Plans for Wholesale Water Suppliers

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A water conservation plan for a wholesale water supplier must provide information in response to each of the following paragraphs. If the plan does not provide information for each requirement, the wholesale water supplier shall include in the plan an explanation of why the requirement is not applicable.

(1) Minimum requirements. All water conservation plans for wholesale water suppliers must include the following elements:

(A) a description of the wholesaler's service area, including population and customer data, water use data, water supply system data, and wastewater data;

(B) specific, quantified five-year and ten-year targets for water savings including, where appropriate, target goals for municipal use in gallons per capita per day for the wholesaler's service area, maximum acceptable water loss, and the basis for the development of these goals. The goals established by wholesale water suppliers under this subparagraph are not enforceable;

(C) a description as to which practice(s) and/or device(s) will be utilized to measure and account for the amount of water diverted from the source(s) of supply;

(D) a monitoring and record management program for determining water deliveries, sales, and losses;

(E) a program of metering and leak detection and repair for the wholesaler's water storage, delivery, and distribution system;

(F) a requirement in every water supply contract entered into or renewed after official adoption of the water conservation plan, and including any contract extension, that each successive wholesale customer develop and implement a water conservation plan or water conservation measures using the applicable elements of this chapter. If the customer intends to resell the water, then the contract between the initial supplier and customer must provide that the contract for the resale of the water must have water conservation requirements so that each successive customer in the resale of the water will be required to implement water conservation measures in accordance with applicable provisions of this chapter;

(G) a reservoir systems operations plan, if applicable, providing for the coordinated operation of reservoirs owned by the applicant within a common watershed or river basin. The reservoir systems operations plans shall include optimization of water supplies as one of the significant goals of the plan;

(H) a means for implementation and enforcement, which shall be evidenced by a copy of the ordinance, rule, resolution, or tariff, indicating official adoption of the water conservation plan by the water supplier; and a description of the authority by which the water supplier will implement and enforce the conservation plan; and

(I) documentation of coordination with the regional water planning groups for the service area of the wholesale water supplier in order to ensure consistency with the appropriate approved regional water plans.

(2) Additional conservation strategies. Any combination of the following strategies shall be selected by the water wholesaler, in addition to the minimum requirements of paragraph (1) of this section, if they are necessary in order to achieve the stated water conservation goals of the plan. The commission may require by commission order that any of the following strategies be implemented by the water supplier if the commission determines that the strategies are necessary in order for the conservation plan to be achieved:

(A) conservation-oriented water rates and water rate structures such as uniform or increasing block rate schedules, and/or seasonal rates, but not flat rate or decreasing block rates;

(B) a program to assist agricultural customers in the development of conservation pollution prevention and abatement plans;

(C) a program for reuse and/or recycling of wastewater and/or graywater; and

(D) any other water conservation practice, method, or technique which the wholesaler shows to be appropriate for achieving the stated goal or goals of the water conservation plan.

(3) Review and update requirements. The wholesale water supplier shall review and update its water conservation plan, as appropriate, based on an assessment of previous five-year and ten-year targets and any other new or updated information. A wholesale water supplier shall review and update the next revision of its water conservation plan every five years to coincide with the regional water planning group.

Source Note: The provisions of this §288.5 adopted to be effective May 3, 1993, 18 TexReg 2558; amended to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384; amended to be effective December 6, 2012, 37 TexReg 9515

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SUBCHAPTER B	DROUGHT CONTINGENCY PLANS
RULE §288.20	Drought Contingency Plans for Municipal Uses by Public Water Suppliers

(a) A drought contingency plan for a retail public water supplier, where applicable, must include the following minimum elements.

(1) Minimum requirements. Drought contingency plans must include the following minimum elements.

(A) Preparation of the plan shall include provisions to actively inform the public and affirmatively provide opportunity for public input. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(B) Provisions shall be made for a program of continuing public education and information regarding the drought contingency plan.

(C) The drought contingency plan must document coordination with the regional water planning groups for the service area of the retail public water supplier to ensure consistency with the appropriate approved regional water plans.

(D) The drought contingency plan must include a description of the information to be monitored by the water supplier, and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(E) The drought contingency plan must include drought or emergency response stages providing for the implementation of measures in response to at least the following situations:

(i) reduction in available water supply up to a repeat of the drought of record;

(ii) water production or distribution system limitations;

(iii) supply source contamination; or

(iv) system outage due to the failure or damage of major water system components (e.g., pumps).

(F) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this subparagraph are not enforceable.

(G) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

(i) curtailment of non-essential water uses; and

(ii) utilization of alternative water sources and/or alternative delivery mechanisms with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-

municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(H) The drought contingency plan must include the procedures to be followed for the initiation or termination of each drought response stage, including procedures for notification of the public.

(I) The drought contingency plan must include procedures for granting variances to the plan.

(J) The drought contingency plan must include procedures for the enforcement of mandatory water use restrictions, including specification of penalties (e.g., fines, water rate surcharges, discontinuation of service) for violations of such restrictions.

(2) Privately-owned water utilities. Privately-owned water utilities shall prepare a drought contingency plan in accordance with this section and incorporate such plan into their tariff.

(3) Wholesale water customers. Any water supplier that receives all or a portion of its water supply from another water supplier shall consult with that supplier and shall include in the drought contingency plan appropriate provisions for responding to reductions in that water supply.

(b) A wholesale or retail water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.

(c) The retail public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as the adoption or revision of the regional water plan.

Source Note: The provisions of this §288.20 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384

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SUBCHAPTER B	DROUGHT CONTINGENCY PLANS
RULE §288.22	Drought Contingency Plans for Wholesale Water Suppliers

(a) A drought contingency plan for a wholesale water supplier must include the following minimum elements.

(1) Preparation of the plan shall include provisions to actively inform the public and to affirmatively provide opportunity for user input in the preparation of the plan and for informing wholesale customers about the plan. Such acts may include, but are not limited to, having a public meeting at a time and location convenient to the public and providing written notice to the public concerning the proposed plan and meeting.

(2) The drought contingency plan must document coordination with the regional water planning groups for the service area of the wholesale public water supplier to ensure consistency with the appropriate approved regional water plans.

(3) The drought contingency plan must include a description of the information to be monitored by the water supplier and specific criteria for the initiation and termination of drought response stages, accompanied by an explanation of the rationale or basis for such triggering criteria.

(4) The drought contingency plan must include a minimum of three drought or emergency response stages providing for the implementation of measures in response to water supply conditions during a repeat of the drought-of-record.

(5) The drought contingency plan must include the procedures to be followed for the initiation or termination of drought response stages, including procedures for notification of wholesale customers regarding the initiation or termination of drought response stages.

(6) The drought contingency plan must include specific, quantified targets for water use reductions to be achieved during periods of water shortage and drought. The entity preparing the plan shall establish the targets. The goals established by the entity under this paragraph are not enforceable.

(7) The drought contingency plan must include the specific water supply or water demand management measures to be implemented during each stage of the plan including, but not limited to, the following:

(A) pro rata curtailment of water deliveries to or diversions by wholesale water customers as provided in Texas Water Code, §11.039; and

(B) utilization of alternative water sources with the prior approval of the executive director as appropriate (e.g., interconnection with another water system, temporary use of a non-municipal water supply, use of reclaimed water for non-potable purposes, etc.).

(8) The drought contingency plan must include a provision in every wholesale water contract entered into or renewed after adoption of the plan, including contract extensions, that in case of a shortage of water resulting from drought, the water to be distributed shall be divided in accordance with Texas Water Code, §11.039.

(9) The drought contingency plan must include procedures for granting variances to the plan.

(10) The drought contingency plan must include procedures for the enforcement of any mandatory water use restrictions including specification of penalties (e.g., liquidated damages, water rate surcharges, discontinuation of service) for violations of such restrictions.

(b) The wholesale public water supplier shall notify the executive director within five business days of the implementation of any mandatory provisions of the drought contingency plan.

(c) The wholesale public water supplier shall review and update, as appropriate, the drought contingency plan, at least every five years, based on new or updated information, such as adoption or revision of the regional water plan.

Source Note: The provisions of this §288.22 adopted to be effective February 21, 1999, 24 TexReg 949; amended to be effective April 27, 2000, 25 TexReg 3544; amended to be effective October 7, 2004, 29 TexReg 9384

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APPENDIX C

Water Utility Profile Based on TCEQ Format

Texas Water Development Board

UTILITY PROFILE FOR WHOLESALE WATER SUPPLIER

Fill out this form as completely as possible.
If a field does not apply to your entity, leave it blank.

CONTACT INFORMATION

Name of Utility: Greater Texoma Utility Authority

Public Water Supply Identification Number (PWS ID): TX0910148

Certificate of Convenience and Necessity (CCN) Number: _____

Surface Water Right ID Number: 4301-C

Wastewater ID Number: _____

Completed By: Nichole Murphy Title: Senior Project Manager

Address: 5100 Airport Road City: Denison Zip Code: 75020

Email: nichole@gtua.org Telephone Number: 903-786-4433

Date: 3-28-2024

Regional Water Planning Group: C Map

Groundwater Conservation District: _____ Map

Check all that apply:

- [x] Received financial assistance of $500,000 or more from TWDB
- [x] Have a surface water right with TCEQ

Section I: Utility Data

A. Population and Service Area Data

1. Current service area size in square miles: 33
(Attach or email a copy of the service area map.)

2. Provide projected and historical service area population below.

Year	Historical Population Served By Wholesale Water Service		Year	Projected Population Served By Wholesale Water Service
2023	71,914		2020	55,720
2022	62,953		2030	143,985
2021	55,720		2040	261,040
2020	48,113		2050	356,405
2019	41,645		2060	425,946

4. Describe the source(s)/method(s) for estimating current and projected populations.

Spreadsheet from Paul Sigle/Don Paschal detailing usage from CGMA cities

Texas Water Development Board

B. System Input

Provide system input data for the previous five years.

Total System Input = Self-supplied + Imported

Year	Self-supplied Water in Gallons	Purchased/Imported Water in Gallons	Total System Input	Total gal/day
2023	0	1,650,247,000	1,650,247,000	4,521,225
2022	0	1,469,040,000	1,469,040,000	4,024,767
2021	0	961,775,000	961,775,000	2,635,000
2020	0	953,706,000	953,706,000	2,612,893
2019	0	831,689,000	831,689,000	2,278,600
Historic 5-year Average	0	1,173,291,400	1,173,291,400	3,214,497

C. Water Supply System (Attach description of water system)

1. Designed daily capacity of system 13,500,000 **gallons** per day.
2. Storage Capacity:
   Elevated 0 **gallons**
   Ground 750,000 **gallons**

3. List all current water supply sources in gallons.

Water Supply Source	Source Type*	Total Gallons
NTMWD	Contract	
	Choose One	
	Choose One	
	Choose One	
	Choose One	
	Choose One	

*Select one of the following source types: *Surface water, Groundwater, or Contract*

4. If surface water is a source type, do you recycle backwash to the head of the plant?
   ○ Yes _____ estimated **gallons** per day
   ◉ No

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D. Projected Demands

1. Estimate the water supply requirements for the next ten years using population trends, historical water use, economic growth, etc.

Year	Population	Water Demands (gallons)
2024	81,323	1,690,162,163
2025	90,921	1,973,021,632
2026	100,630	2,254,514,138
2027	110,886	2,467,053,693
2028	121,189	2,900,954,978
2029	132,888	3,213,305,650
2030	143,985	3,525,710,790
2031	155,414	3,837,505,759
2032	167,801	4,177,498,539
2033	179,584	4,517,413,781

2. Describe sources of data and how projected water demands were determined. Attach additional sheets if necessary.

Spreadsheet from Paul Sigle/Don Paschal detailing CGMA historical and projected population and water demands

E. High Volume Customers

1. If applicable, list the annual water use for the five highest volume customers. Select one of the following water use categories to describe the customer; choose Municipal, Industrial, Commercial, Institutional, or Agricultural.

Customer	Water Use Category*	Annual Water Use	Treated or Raw
City of Melissa	Municipal	617,288,000	Treated
City of Anna	Municipal	736,644,000	Treated
City of Van Alstyne	Municipal	142,005,000	Treated
City of Howe	Municipal	62,325,000	Treated
	Choose One		Choose One

*For definitions on recommended customer categories for classifying customer water use, refer to the online Guidance and Methodology for Reporting on Water Conservation and Water Use.

F. Utility Data Comment Section

Provide additional comments about utility data below.

Texas Water Development Board

Section II: System Data

A. Wholesale Connections

1. List the active wholesale connections by major water use category.

Water Use Category*	Active Wholesale Connections		
	Metered	Unmetered	Total Connections
Municipal	7	0	7
Industrial	0	0	0
Commercial	0	0	0
Institutional	0	0	0
Agricultural	0	0	0
TOTAL	7	0	7

*For definitions on recommended customer categories for classifying customer water use, refer to the online Guidance and Methodology for Reporting on Water Conservation and Water Use.

2. List the net number of new wholesale connections by water use category for the previous five years.

Water Use Category*	Net Number of New Wholesale Connections				
	2023	2022	2021	2020	2019
Municipal	0	1	0	0	0
Industrial	0	0	0	0	0
Commercial	0	0	0	0	0
Institutional	0	0	0	0	0
Agricultural	0	0	0	0	0
TOTAL	0	1	0	0	0

*For definitions on recommended customer categories for classifying customer water use, refer to the Guidance and Methodology for Reporting on Water Conservation and Water Use.

B. Wholesale Water Accounting Data - Water Use Categories

For the previous five years, enter the number of gallons of WHOLESALE water exported (*sold or transferred*) to each major water use category.

Customer Category*	Total Gallons of Wholesale Water				
	2023	2022	2021	2020	2019
Municipal	1,558,262,000	1,320,938,000	860,619,000	758,004,000	810,652,000
Industrial	0	0	0	0	0
Commercial	0	0	0	0	0
Institutional	0	0	0	0	0
Agricultural	0	0	0	0	0
TOTAL	1,558,262,000	1,320,938,000	860,619,000	758,004,000	810,652,000

*For definitions on recommended customer categories for classifying customer water use, refer to the online Guidance and Methodology for Reporting on Water Conservation and Water Use.

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C. Wholesale Water Accounting Data - Annual and Seasonal Use

For the previous five years, enter the number of gallons exported (*sold or transferred*) to WHOLESALE customers.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January	95,062,000	48,434,000	56,171,000	41,566,000	56,652,000
February	78,678,000	50,523,000	54,148,000	40,291,000	62,882,000
March	100,225,000	63,404,000	37,148,000	40,802,000	55,723,000
April	108,455,000	80,391,000	62,195,000	52,611,000	47,455,000
May	137,816,000	92,893,000	52,384,000	61,025,000	55,061,000
June	149,464,000	106,532,000	65,721,000	72,563,000	53,199,000
July	164,673,000	216,438,000	95,634,000	83,880,000	96,348,000
August	232,398,000	178,086,000	109,699,000	89,424,000	110,673,000
September	197,693,000	154,418,000	112,454,000	79,464,000	94,670,000
October	128,987,000	129,485,000	89,475,000	76,209,000	84,754,000
November	83,520,000	98,109,000	62,464,000	61,843,000	49,257,000
December	81,291,000	102,225,000	63,036,000	58,326,000	43,978,000
TOTAL	1,558,262,000	1,320,938,000	860,529,000	773,210,000	810,652,000

Month	Total Gallons of Raw Water				
	2023	2022	2021	2020	2019
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
TOTAL	0	0	0	0	0

WHOLESALE	2023	2022	2021	2020	2019	**Average in Gallons**
Summer Wholesale (Treated + Raw)	546,535,000	501,056,00	271,054,000	245,867,000	260,220,00(	364,946,400 5yr Average
TOTAL Wholesale (Treated + Raw)	1,558,262,000	1,320,938,(	860,529,000	773,210,000	810,652,00(	1,064,718,200 5yr Average

Texas Water Development Board

D. Water Loss

Provide Water Loss Data for the previous five years.

Water Loss GPCD = [Total Water Loss in Gallons ÷ Permanent Population Served] ÷ 365

Water Loss Percentage = [Total Water Loss ÷ Total System Input] x 100

Year	Total Water Loss in Gallons	Water Loss per day	Water Loss as a Percentage
2023	91,985,000	4	6%
2022	148,102,000	6	10%
2021	101,156,000	5	11%
2020	195,702,000	11	21%
2019	21,290,000	1	3%
5-year average	111,647,000	5	10%

E. Peak Day Use

Provide the Average Daily Use and Peak Day Use for the previous five years.

Year	Average Daily Use (gal)	Peak Day Use (gal)	Ratio (Peak/Avg)
2023	5	9	1.90
2022	4	9	2.25
2021	3	6	1.93
2020	3	5	1.77
2019	2	4	2.20

F. Summary of Historic Water Use

Water Use Category	Historic 5-year Average	Percent of Water Use
Municipal	1,061,695,000	100%
Industrial	0	0%
Commercial	0	0%
Institutional	0	0%
Agricultural	0	0%

G. Wholesale System Data Comment Section

Provide additional comments about wholesale system data below.

Texas Water Development Board

Section III: Wastewater System Data

If you do not provide wastewater system services then you have completed the Utility Profile. Save and Print this form to submit with your Plan. Continue with the Water Conservation Plan Checklist to complete your Water Conservation Plan.

A. Wastewater System Data (Attach a description of your wastewater system)

1. Design capacity of wastewater treatment plant(s): _____ **gallons** per day.

2. List the active wastewater connections by major water use category.

Water Use Category*	Active Wastewater Connections			
	Metered	Unmetered	Total Connections	Percent of Total Connections
Municipal			0	0%
Industrial			0	0%
Commercial			0	0%
Institutional			0	0%
Agricultural			0	0%
TOTAL	0	0	0	

*For definitions on recommended customer categories for classifying customer water use, refer to the online Guidance and Methodology for Reporting on Water Conservation and Water Use.

2. What percent of water is serviced by the wastewater system? ____%

3. For the previous five years, enter the number of gallons of wastewater that was treated by the utility.

Month	Total Gallons of Treated Water				
	2023	2022	2021	2020	2019
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
TOTAL	0	0	0	0	0

4. Could treated wastewater be substituted for potable water?
   ◯ Yes ◯ No

B. Reuse Data

1. Provide data on the types of recycling and reuse activities implemented during the current reporting period.

Type of Reuse	Total Annual Volume (in gallons)
On-site irrigation	
Plant wash down	
Chlorination/de-chlorination	
Industrial	
Landscape irrigation (parks, golf courses)	
Agricultural	
Discharge to surface water	
Evaporation pond	
Other	
TOTAL	0

C. Wastewater System Data Comment

Provide additional comments about wastewater system data below.

You have completed the Utility Profile. Save and Print this form to submit with your Plan. Continue with the Water Conservation Plan Checklist to complete your Water Conservation Plan.

APPENDIX D

Annual Water Conservation Report

APPENDIX D
NTMWD MEMBER CITY AND CUSTOMER WATER CONSERVATION REPORT
Due: March 31 of every year

Contact Information

TWDB Survey Number:	341465
Name of System:	GTUA
PWS ID:	TX0910148
Contact Name:	Paul Sigle
Title:	General Manager
Email Address:	paul@gtua.org
Telephone Number:	(903) 786-4433
Year Covered:	2023

Water System Information

Estimated Water Service Area Population:	71,914	***Source:***	*Data received from member cities*
# of Backflow Preventers:	1		
Billed Unmetered (MG):	92.0	***Description:***	*Flushing of the system*
Unbilled Metered (MG):	0.0	***Description:***	
Unbilled Unmetered (MG):	0.0	***Description:***	

Water System Information by Delivery Point

Delivery Point	**Total System**
Peak Day (MG)	9.49
Firm Pumping Capacity (MGD)	13.50
Storage Volume (MG)	6.90

Water Conservation Plan 5- and 10-Year Goals for Water Savings

	5-Year Goal	**10-Year Goal**	
Total GPCD	55	55	*Total GPCD = (Total Gallons in System / Permanent Population) / 365*
Residential GPCD	0	0	*Residential GPCD = (Gallons Used for Residential Use / Residential Population) / 365*
Water Loss (GPCD)	1	1	*Water Loss GPCD = (Total Water Loss / Permanent Population) / 365*
Water Loss (Percentage)	2%	2%	*Water Loss Percentage = (Total Water Loss / Total Gallons in System) x 100; or (Water Loss GPCD / Total GPCD) x 100*

Retail Water Metered by Month (in Million Gallons):

Month	Sales by Category							
	Residential Single Family	Residential Multi-Family	Public/ Institutional	Commercial	Industrial	Agriculture	Metered Irrigation	Direct Reuse
January								
February								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								
# of Connections (or Units)								

Recorded Supplies from Sources other than NTMWD by Month (in Million Gallons):

	Source 1	Source 2	Source 3	Source 4	Source 5	Source 6	Source 7	Source 8
Name of Water Provider								
Type of Water								
Name of Source								
January								
February								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								

Wholesale Water Sales to Other Water Systems (in Million Gallons):

	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6	Sale 7	Sale 8
Buyer Name	City of Melissa	City of Anna	City of Van Alstyne	City of Howe				
Type of Water	Surface Water	Surface Water	Surface Water	Surface Water				
Name of Source	NTMWD	NTMWD	NTMWD	NTMWD				
Estimated Water Service Area Population	*27,227*	*30,737*	*9,237*	*4,663*				
January	23.237	59.294	6.535	5.996				
February	23.216	45.102	5.955	4.405				
March	23.420	64.187	7.153	5.466				
April	33.701	61.979	8.056	4.719				
May	48.923	73.371	11.110	4.412				
June	51.627	82.343	10.796	4.698				
July	67.280	78.484	11.609	7.301				
August	108.222	94.933	21.267	7.976				
September	97.815	71.339	22.042	6.497				
October	66.142	41.311	17.488	4.046				
November	41.104	30.761	10.643	1.012				
December	32.600	33.543	9.351	5.797				

Water Sales to Industrial Production Facilities (in Million Gallons):

	Sale 1	Sale 2	Sale 3	Sale 4	Sale 5	Sale 6	Sale 7	Sale 8
Buyer Name								
Type of Water								
Name of Source								
January								
February								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								

Additional Information

Describe Any ICIM (Industrial, Commercial, Institutional & Multi-Family) Practices being Implemented to Improve Water Efficiency

GTUA is wholesale water to the four cities and has no control over ICIM.

Describe any Unusual Circumstances

None

Provide an Update on Progress in Implementation of Conservation Plan

GTUA has adopted it current conservation plan in 2019 and is in the process of updating the plan. The plan can be viewed here: https://gtua.org/authority-information.

What Conservation Measures are Planned for Next Year?

GTUA is wholesale water to the four cities only and the cities implement water conservation measures.

Do City Limits Differ Significantly from Water Service Area? If so, explain.

N/A

Is there any Assistance Requested from the North Texas Municipal Water District?

None.

Other?

APPENDIX E

TCEQ Conservation Implementation Report

Texas Commission on Environmental Quality

Water Conservation Implementation Report

This report must be completed by entities that are required to submit a water conservation plan to the TCEQ in accordance with Title 30 Texas Administrative Code, Chapter 288 . Please complete this report and submit it to the TCEQ. If you need assistance in completing this form, please contact the Resource Protection Team in the Water Supply Division at (512) 239-4691.

Entity Name: **Greater Texoma Utility Authority**

Address: **5100 Airport Road, Denison, TX 75020**

Telephone Number: **(903) 786-4433** **Fax:** _____

Form Completed By: **Paul Sigle**

Title: **General Manager**

Signature: _____ **Date:** _____

I. WATER USES

Indicate the type(s) of water uses (example: municipal, industrial, or agricultural).

Municipal Use

_____ Use

_____ Use

II. WATER CONSERVATION MEASURES IMPLEMENTED

Provide the water conservation measures and the dates the measures were implemented.

Description of Water Conservation Measure: N o n e

Date Implemented:

Description of Water Conservation Measure:

Date Implemented:

Description of Water Conservation Measure:

Date Implemented:

Description of Water Conservation Measure:

Date Implemented:

Description of Water Conservation Measure:

Date Implemented: _____

Description of Water Conservation Measure: _____

Date Implemented: _____

Description of Water Conservation Measure: _____

Date Implemented: _____

Description of Water Conservation Measure: _____

Date Implemented: _____

Description of Water Conservation Measure: _____

Date Implemented: _____

Description of Water Conservation Measure: _____

Date Implemented: _____

III. TARGETS

A. Provide the **specific and quantified five and ten-year targets** as listed in water conservation plan for previous planning period.

5-Year Specific/Quantified Target: 55 Total GPD 2024

Date to achieve target: 12-30-2024

10-Year Specific/Quantified Target: 54 Total GPD 2034

Date to achieve target: 12-30-2034

B. State if these targets in the water conservation plan are being met.

Yes

C. List the **actual amount of water saved.**

2019 – 4,334,380

2020 – 16,718,470

2021 – 156,567,600

2022 - 0

2023 - 0

D. If the targets are not being met, provide an explanation as to why, including any progress on the targets.

APPENDIX F

Letter to Region C Water Planning Group

April 2, 2024

Region C Water Planning Group
North Texas Municipal Water District
P.O. Box 2408
Wylie TX 75098-2408

Re: Water Conservation and Drought Contingency and Water Emergency Response Plan

Dear Sir or Madam:

Enclosed please find a copy of the Water Conservation and Drought Contingency and Water Emergency Response Plan for the Greater Texoma Utility Authority. The Board of Directors of the Greater Texoma Utility Authority approved this Plan at their April 15, 2024 meeting. This copy is being submitted in accordance with the Texas Water Development Board and the Texas Commission on Environmental Quality rules.

Sincerely,

Paul Sigle
General Manager

PS:nm

Enclosure

APPENDIX G

Resolution Adopting Water Conservation and Drought Contingency and Water Emergency Response Plan

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF GREATER TEXOMA UTILITY AUTHORITY ADOPTING A WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN TO PROMOTE THE RESPONSIBLE USE OF WATER AND TO PROVIDE FOR PENALITES AND/OR THE DISCONNECTION OF WATER SERVICE FOR NONCOMPLIANCE WITH THE PROVISIONS OF THE WATER CONSERVATION AND DROUGHT CONTINGENCY AND WATER EMERGENCY RESPONSE PLAN

WHEREAS, the Greater Texoma Utility Authority ("GTUA") has previously adopted a Water Conservation and Drought Contingency Plan; and

WHEREAS, GTUA recognizes that the amount of water available to its water customers is limited; and

WHEREAS, GTUA recognizes that due to natural limitations, drought conditions, system failures, and other acts of God that may occur, GTUA cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality ("TCEQ") require that GTUA adopt a Water Conservation Plan and Drought Contingency and Water Emergency Response Plan; and

WHEREAS, the GTUA has determined an urgent need in the best interest of the public to adopt a Water Conservation and Drought Contingency and Water Emergency Response Plan; and

WHEREAS, pursuant to Chapter 49 of the Water Code, GTUA is authorized to adopt such policies necessary to preserve and conserve its water resources;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GREATER TEXOMA UTILITY AUTHORITY THAT:

SECTION 1: The Water Conservation and Drought Contingency and Water Emergency Response Plan for GTUA dated _____, _____ attached hereto as Appendix A, is hereby adopted.

SECTION 2: This plan shall be used in conjunction with the previously adopted resolutions to implement and preserve GTUA Water Conservation and Drought Contingency and Water Emergency Response Plan.

SECTION 3: All resolutions that are in conflict with the provisions of this resolution be, and the same are hereby, repealed and all other resolutions of the GTUA not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 4: It is hereby declared to be the intention of the Board of Directors of GTUA that the sections, paragraphs, sentences, clauses, and phrases of this resolution are severable and, if any phrase, clause, sentence, paragraph, or section of this resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of the resolution, since the same would have been enacted by the Board of Directors without the incorporation of this resolution of such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5: This resolution shall take effect immediately from and after its passage.

SECTION 6: The Board of Directors does hereby find and declare that sufficient written notice of the date, hour, place and subject of the meeting adopting this Resolution was posted at a designated place convenient to the public for the time required by law preceding the meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Directors further ratifies, approves and confirms such written notice an the posting thereof.

SECTION 7: The General Manager or their designee is hereby directed to file a copy of the Plan and this Resolution with the TCEQ in accordance with Title 30, Chapter 288 of the Texas Administrative Code.

PASSED AND APPROVED this the 15 day of April 2024.

_____
President
Board of Directors
Greater Texoma Utility Authority

ATTEST:

_____
Secretary-Treasurer
Board of Directors
Greater Texoma Utility Authority

APPENDIX H

Texas Water Code §11.039

§ 11.039. DISTRIBUTION OF WATER DURING SHORTAGE.

(a) If a shortage of water in a water supply not covered by a water conservation plan prepared in compliance with Texas Natural Resource Conservation Commission or Texas Water Development Board rules results from drought, accident, or other cause, the water to be distributed shall be divided among all customers pro rata, according to the amount each may be entitled to, so that preference is given to no one and everyone suffers alike.

(b) If a shortage of water in a water supply covered by a water conservation plan prepared in compliance with Texas Natural Resource Conservation Commission or Texas Water Development Board rules results from drought, accident, or other cause, the person, association of persons, or corporation owning or controlling the water shall divide the water to be distributed among all customers pro rata, according to:

(1) the amount of water to which each customer may be entitled; or

(2) the amount of water to which each customer may be entitled, less the amount of water the customer would have saved if the customer had operated its water system in compliance with the water conservation plan.

(c) Nothing in Subsection (a) or (b) precludes the person, association of persons, or corporation owning or controlling the water from supplying water to a person who has a prior vested right to the water under the laws of this state.

Amended by Acts 1977, 65th Leg., p. 2207, ch. 870, § 1, eff. Sept. 1, 1977; Acts 2001, 77th Leg., ch. 1126, § 1, eff. June 15, 2001.

APPENDIX I

Public Notice

PUBLIC NOTICE

The Greater Texoma Utility Authority will conduct a public meeting at 12:00 p.m. on Monday, April 15, 2024 for the purpose of receiving input from the public in preparation of the Greater Texoma Utility Authority Water Conservation and Drought Contingency and Water Emergency Response Plan. The public meeting will take place in the Boardroom, located at 5100 Airport Drive, Denison, Texas 75020.

McKinney Courier-Gazette
powered by STAR LOCAL MEDIA

See Proof on Next Page

AFFIDAVIT OF PUBLICATION

State of Pennsylvania, County of Lancaster, ss:

Nicole Riegert, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of McKinney Courier-Gazette, a newspaper printed and published in the City of McKinney, County of Collin, State of Texas, and that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and the hereto attached:

PUBLICATION DATES:
Apr. 7, 2024

NOTICE ID: CmqyJPgQAoAPQcRJ2Egg
PUBLISHER ID: A- 1054865 T- 1072384
NOTICE NAME: WCP Public Notice

Nicole Riegert
(Signed)_____

Commonwealth of Pennsylvania - Notary Seal
Nicole Burkholder, Notary Public
Lancaster County
My commission expires March 30, 2027
Commission Number 1342120

VERIFICATION

State of Pennsylvania
County of Lancaster

Subscribed in my presence and sworn to before me on this: 04/09/2024

Nicole Burkholder
_____
Notary Public
Notarized remotely online using communication technology via Proof.

LEGAL NOTICE

PUBLIC NOTICE

The Greater Texoma Utility Authority will conduct a public meeting at 12:00 p.m. on Monday, April 15, 2024 for the purpose of receiving input from the public in preparation of the Greater Texoma Utility Authority Water Conservation and Drought Contingency and Water Emergency Response Plan. The public meeting will take place in the Boardroom, located at 5100 Airport Drive, Denison, Texas 75020.

Column
AFFIDAVIT OF PUBLICATION

Herald Democrat
PO Box 1128
(903) 893-8181

I, Sherry Groves, of lawful age, being duly sworn upon oath, deposes and says that I am the Agent Signature of Herald Democrat, a publication that is a "legal newspaper" as that phrase is defined for the city of Sherman, for the County of Grayson, in the state of Texas, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:
Apr. 7, 2024

Notice ID: KRHiJEfVhSpPNJMldD5J
Publisher ID: 2141650
Notice Name: WCP Public Notice

PUBLICATION FEE: $14.52

Sherry Groves
Agent Signature

VERIFICATION

STATE OF TEXAS
COUNTY OF GRAYSON

Signed or attested before me on this

9 day of April, A.D. 2024.

Julie Thomas
Notary Public

JULIE THOMAS
NOTARY PUBLIC
Commission # 23004962
My Commission Expires 04-10-2027
STATE OF OKLAHOMA

PUBLIC NOTICE

The Greater Texoma Utility Authority will conduct a public meeting at 12:00 p.m. on Monday, April 15, 2024 for the purpose of receiving input from the public in preparation of the Greater Texoma Utility Authority Water Conservation and Drought Contingency and Water Emergency Response Plan. The public meeting will take place in the Boardroom, located at 5100 Airport Drive, Denison, Texas 75020.
Published in the Herald Democrat April 7, 2024.
2141650

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF GREATER TEXOMA UTILITY AUTHORITY ADOPTING A WATER CONSERVATION PLAN AND A WATER RESOURCE AND EMERGENCY MANAGEMENT PLAN TO PROMOTE THE RESPONSIBLE USE OF WATER

WHEREAS, the Greater Texoma Utility Authority ("GTUA") has previously adopted a Water Conservation and Drought Contingency and Water Emergency Response Plan; and

WHEREAS, GTUA recognizes that the amount of water available to its water customers is limited; and

WHEREAS, GTUA recognizes that due to natural limitations, drought conditions, system failures, and other acts of God that may occur, GTUA cannot guarantee an uninterrupted water supply for all purposes at all times; and

WHEREAS, the Water Code and the regulations of the Texas Commission on Environmental Quality ("TCEQ") require that GTUA adopt a Water Conservation Plan and a Water Resource and Emergency Management Plan; and

WHEREAS, the GTUA has determined an urgent need in the best interest of the public to adopt a Water Conservation and Water Response and Emergency Management Plan; and

WHEREAS, pursuant to Chapter 49 of the Water Code, GTUA is authorized to adopt such policies necessary to preserve and conserve its water resources;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF GREATER TEXOMA UTILITY AUTHORITY THAT:

SECTION 1: The Board of Directors hereby approves and adopts the Water Conservation Plan and Water Resource and Emergency Management Plan for GTUA dated April 15, 2024, attached hereto as Appendix A, as if recited verbatim herein. The GTUA commits to implement the requirements and procedures set forth in the adopted Plans.

SECTION 2: All resolutions that are in conflict with the provisions of this resolution be, and the same are hereby, repealed and all other resolutions of the GTUA not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 3: It is hereby declared to be the intention of the Board of Directors of GTUA that the sections, paragraphs, sentences, clauses, and phrases of this resolution are severable and, if any phrase, clause, sentence, paragraph, or section of this resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of the resolution, since the same would have been enacted by the Board of Directors without the incorporation of this resolution of such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 4: This resolution shall take effect immediately from and after its passage.

SECTION 5: The Board of Directors does hereby find and declare that sufficient written notice of the date, hour, place and subject of the meeting adopting this Resolution was posted at a designated place convenient to the public for the time required by law preceding the meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Directors further ratifies, approves and confirms such written notice and the posting thereof.

SECTION 6: The General Manager or their designee is hereby directed to file a copy of the Water Conservation Plan, the Water Resource and Emergency Management Plan, and this Resolution with the TCEQ in accordance with Title 30, Chapter 288 of the Texas Administrative Code.

PASSED AND APPROVED this the 15th day of April 2024.

_____
President
Board of Directors
Greater Texoma Utility Authority

ATTEST:

_____
Secretary-Treasurer
Board of Directors
Greater Texoma Utility Authority

ADJOURN