



**GREATER TEXOMA UTILITY AUTHORITY  
BOARD MEETING  
JANUARY 27, 2025**

**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, January 27, 2025, 12:00 p.m.**

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Notice is hereby given that a meeting of the Board of Directors of the Greater Texoma Utility Authority will be held on the 27th day of January 2025, 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. Administer Oath of Office.
- IV. Consider and act upon Officers for 2025 Calendar Year.
- V. 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.
- VI. \* Consider and act upon approval of Minutes December 16, 2024, Meeting.
- VII. \* Consider and act upon approval of accrued liabilities for December 2024.
- VIII. \*Consider and act upon Change Order #2 for the City of Sherman WWTP PC 1 Equipment Replacement & Sludge PS Rehabilitation Contract With Red River Construction Co.
- IX. \*Consider and act upon Change Order #2 for the City of Krum Masch Branch Road Water Well Contract With THI Water Well
- X. \*Consider and act upon Change Order #1 for the City of Sherman WWTP Equalization Basin Contract with Red River Construction Co.
- XI. \*Consider and act upon Change Order No. 3 with Red River Construction Company for CGMA Bloomdale Pump Station, Phase 2 Improvements, Contract A.

- XII. Citizens to be Heard.
- XIII. Consider and act upon Audited Financial Statements for Fiscal Year Ending September 20, 2024.
- XIV. Consider and Act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (Bartley Woods WSC Water System Improvements Project).
- XV. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Red River Construction Co. for the City of Sherman Post Oak Wastewater Treatment Plant Equalization Basin Improvements Project as complete.
- XVI. Consider and act upon the award of contract for the City of Sherman Crossroads Wastewater Main Extension Project.
- XVII. Consider and act upon change order 2 for the City of Pottsboro WWTP Improvements Project with Archer Western Constructors, LLC.
- XVIII. Consider and act upon a professional service agreement with Freese and Nichols, Inc. for the CGMA Regional Water System Master Plan.
- XIX. Executive Session
- Pursuant to Government Code, Sections 551.074 and 551.129, the Board of Directors may adjourn into closed Executive Session to discuss the following:
- a. Personnel Matters
    - i. Consider evaluation, duties and employment of Authority General Manager
  - b. Consultations Between Governmental Body and Its Attorney
    - i. Consider GTUA contract negotiations
- XX. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority.
- XXI. Adjourn.

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<sup>1</sup>The Board may vote and/or act upon each of the items listed in this agenda.

<sup>2</sup>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.

<sup>3</sup>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 VI**



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

**MONDAY, DECEMBER 16, 2024**

**AT THE ADMINISTRATIVE OFFICES  
5100 AIRPORT DRIVE  
DENISON TX 75020**

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Members Present: Robert Hallberg, Donald Johnston, Brad Morgan, Ken Brawley, Kristofor Spiegel and Matt Brown

Members Absent: Stanley Thomas, Scott Blackerby, and Henry Koehler,

Staff: Paul Sigle, Stacy Patrick, Tasha Hamilton, Debi Atkins, Nichole Murphy and Velma Starks

General Counsel: Mike Wynne, Wynne and Smith

Bond Counsel: Kristen Savant, Norton Rose Fulbright

I. Call to Order

Board President Brad Morgan called the meeting to order at 12:04 p.m.

II. Pledge of Allegiance

Board President Brad Morgan 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 November 11, 2024, Meeting.

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

VI. \* Consider and act upon Change Order No. 3 with Red River Construction Company for CGMA Bloomdale Pump Station, Phase 2 Improvements, Contract A.

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

VII. Citizens to be Heard.

No citizens wished to be heard.

- VIII. Consider and Act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (Bartley Woods WSC Water System Improvements Project).

Nichole Murphy, Senior Project Manager, provided background information for the Board. The application for funds is not to exceed \$4,000,000.00. Board Member Robert Hallberg made the motion to authorize the filing of an application for the funding not to exceed \$4,000,000.00. Board Member Kristofor Spiegel seconded the motion. Motion passed unanimously.

- IX. Consider and Act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (City of Valley View Water System Improvements Project).

Nichole Murphy, Senior Project Manager, provided background information for the Board. The application for funds is not to exceed \$8,000,000.00. Board Member Matt Brown made the motion to authorize the filing of an application for the funding not to exceed \$8,000,000.00. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

- X. Consider and Act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (City of Southmayd Water System Improvements Project).

Nichole Murphy, Senior Project Manager, provided background information for the Board. The application for funds is not to exceed \$9,325,000.00. Board Member Donald Johnston made the motion to authorize the filing of an application for the funding not to exceed \$9,325,000.00. Board Member Kristofor Spiegel seconded the motion. Motion passed unanimously.

- XI. Consider and Act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (Lake Kiowa SUD Water System Improvements Project).

Nichole Murphy, Senior Project Manager, provided background information for the Board. The application for funds is not to exceed \$6,200,000.00. Board Member Matt Brown made the motion to authorize the filing of an application for the funding not to exceed \$6,200,000.00. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

- XII. Consider and Act upon a resolution by the Board of Directors of the Greater Texoma Utility Authority requesting financial assistance from the Texas Water Development Board, authorizing the filing of an application for assistance, and making certain findings in connection therewith (Ravenna-Nunnelee WSC Water System Improvements Project).

Nichole Murphy, Senior Project Manager, provided background information for the Board. The application for funds is not to exceed \$4,985,000.00. Board Member Donald Johnston made the motion to authorize the filing of an application for the funding not to exceed \$4,985,000.00. Board Member Robert Hallberg seconded the motion. Motion passed unanimously.

- XIII. Consider and Act upon request to reduce retainage on the contract with Archer Western for the City of Sherman WTP Expansion Package 1.

General Manager Paul Sigle provided background information for the Board. The City of Sherman has agreed to reduce the retainage for the project. Board Member Ken Brawley made the motion to reduce retainage on the contract with Archer Western for the City of Sherman WTP Expansion Package 1. Board Member Kristofor Spiegel seconded the motion. Motion passed unanimously.

- XIV. Consider and act upon the award of contract for Bear Creek Special Utility District Pump Station #2 and Pressure Plane #1 Improvements Project.

General Manager Paul Sigle provided background information for the Board. The General Manager is authorized to award a contract to Drake Heavy Contractors, LLC, in the amount of \$8,100,700. This item is contingent upon the Bear Creek SUD Board approval. Board Member Matt Brown made the motion to award the contract to Drake Heavy Contractors, LLC in the amount of \$8,100,700 contingent upon the Bear Creek SUD Board approval. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

- XV. Consider and act upon appointment of a committee for the nomination of officers for the 2025 calendar year.

A committee consisting of Robert Hallberg, Kristofor Spiegel, and Matt Brown was appointed for the nomination of officers for the 2025 calendar year.

- XVI. Discussion and possible action on holidays for the 2025 Calendar Year.

General Manager Paul Sigle informed the Board that the Authority staff is in the process of revising the Employee Manual. Currently the Authority staff has eight holidays per calendar year. For reference, member cities typically observe eleven to twelve holidays. Paul proposed three holidays be added, Good Friday, New's Eve and an employee floating holiday. Board Member Matt Brown made the motion to add the three holidays to the 2025 calendar year for a total of eleven holidays for 2025. Board Member Ken Brawley seconded the motion. Motion passed unanimously

- XVII. Discussion and possible action on January and February Board Meeting dates due to regular scheduled meetings occurring during holidays.

The Board discussed the dates and decided to move the January meeting from January 20, 2025 to January 27, 2025 and the February meeting from February 17, 2025 to February 24, 2025.

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

Paul Sigle enjoyed Hawaii

CGMA issues were resolved

- XIX. Adjourn

Board Member Ken Brawley made the motion to adjourn. Board Member Kristofor Spiegel seconded the motion. Board President Brad Morgan declared the meeting adjourned at 12:40 p.m..

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Recording Secretary

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Secretary-Treasurer

## **AGENDA ITEM VII**

RESOLUTION NO. \_\_\_\_\_

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

The following liabilities are hereby presented for payment:				
	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
<b>GENERAL:</b>				
<u>Dues and Subscriptions</u>				
Herald Democrat (1 year subscription renewal)	189.00			
<u>Equipment</u>				
Bank of Texas Visa (New Laptop for Operations Manager)	324.74			
<u>Fuel and Reimbursements for Mileage</u>				
Nichole Murphy (Reimbursement for mileage)	218.42			
Billie Jo Tiner (Reimbursement for mileage)	2.11			
Paul Sigle (Reimbursement for Mileage)				
Stacy Pactrick (Reimbursement for mileage)	10.72			
Velma Starks (Reimbursement for mileage)	26.33			
Valero Fleet Plus (Fuel - Operations Vehicles)	1,371.89			
<u>Insurance</u>				
TWCA Risk Management (Workers' compensation insurance, Dec 24)	502.00			
<u>Leases/Rental Fees</u>				
Pitney-Bowes (Mailing system)	165.54			
North Texas Regional Airport (Lease - administrative offices)	2,631.96			
Wells Fargo Financial (Konika-Minolta copier, Oct & Nov)	1,018.72			
<u>Legal Fees</u>				
Wynne & Smith, LLC (Rview of monthly Board meeting agenda for November. Attendance of BOD and executive session)	1,462.50			
<u>Meetings and Conferences</u>				
American Express - TWCA	202.12			
Feast On This (BOD Lunch)	272.00			
<u>Professional Services</u>				
Final Details (Cleaning Service)	585.00			
<u>Repair &amp; Maintenance - Building &amp; Equipment</u>				

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Diamond Computers (Replaced fans on QB server)				
Lowe's (Light bulbs and smoke detectors for bldg 703)	613.53			
Neal Plumbing (Repair hallway sink leak)	195.31			
Orkin Sherman 971 (Bldg 703 pest control for vist 4th qtr 2024)	147.00			
<u>Repair &amp; Maintenance - Administrative and Operations Vehicles</u>				
Bob Utter Ford (2019 F150 repaired pump assymby)	110.40			
Whistle Stop (Oil change 2016 F150)	119.18			
<u>Supplies</u>				
Advantage Office Supplies (General Office Supplies)				
American Express (General Office Supplies - GoDaddy renewals & Zoom, QB Gold Edition)	1,900.48			
Bank of Texas Visa (General Office Supplies, Fox It renewal for NM, 3 fan heaters for office and windshield clearner for truck)	282.97			
Office Depot (General Office Supplies, manial envelopes, etc)	593.68			
USA BlueBook (Operation Supplies, Buffer pouches & NIST Traceable pks)				
<u>Training</u>				
Bank of Texas Visa (Training for SW)	790.00			
<u>Utilities</u>				
ATMOS Energy (Gas)	415.10			
City of Denison (Water)	347.19			
City of Sherman (Trash services)	89.00			
Shell Energy (Electric)	303.87			
Sparklight (Internet)	115.93			
Dave Tomlinson (Reimbursement for cell phone expenses)	25.00			
Eric Kyukendall (Reimbursement for cell phone expenses)	25.00			
Nichole Murphy (Reimbursement for cell phone expences)	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 expenses)	25.00			
Steve White (Reimbursement for cell phone expenses)	25.00			
Wayne Eller (Reimbursement for cell phone expenses)	25.00			
<b>TOTAL:</b>	<b>\$ 15,190.03</b>	<b>\$ 24,386.16</b>	<b>\$ 39,385.99</b>	
<b>SOLID WASTE:</b>				
<u>Equipment</u>				
Double J. Equipment Repair (Landfill - Dozer repairs and maintenance done on 12/11/24)	1,107.37			
<u>Utilities</u>				
Grayson-Collin Electric				

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Starr Water Supply	48.07			
<b>TOTAL:</b>	<b>\$ 1,155.44</b>	<b>\$ 591.78</b>	<b>\$ 761.25</b>	
<b>WASTEWATER:</b>				
<u>Advertising</u>				
American Express (Sherman 2024 - Column ad to bid Crossroads Waste Water Main Extention project ran in McKinney Courier Gazette)	901.42			
American Express (Sherman 2024 - Column ad to bid Crossroads Waste Water Main Extention project ran in Herald Democrat)	430.83			
American Express (Sherman 2024 - Gainesville Daily Register ad to bid Crossroads Waste Water Main Extention project)	1,142.80			
American Express (Sherman 2024 - Column ad to bid Post Oak WWTP Electrical upgrades rebid ran in the McKinney Courier Gazette)	1,322.58			
American Express (Sherman 2024 - Column ad to bid Post Oak WWTP Electrical upgrades rebid ran in the Herald Democrat)	296.01			
American Express (Sherman 2024 - Gainesville Daily Register ad to bid Post Oak WWTP Electrical upgrades rebid)	1,290.10			
<u>Construction Contracts</u>				
Archer Western (Pottsboro 22 - WWTP Expansion & Rehab for .65 MGD flow rate. Project 83% complete. Pay App #20)	287,030.72			83%
Huitt-Zollars (Sherman 2021 - Sherman Post Oak Sanitary Sewer Improvements for Bank Stabilizer as of 10/26/24)	3,210.00			
Huitt-Zollars (Sherman 2021 - Sherman Post Oak Sanitary Sewer Improvements for period ending 11/30/24)	1,210.00			
Kiewit (Sherman 2023 - Sherman 2023 - WWTP MBR Pay App # 15 Project 63% complete)	10,000,000.00			63%
Kiewit (Sherman 2024 - WWTP MBR Pay App # 15 Project 63% complete)	19,353,235.17			63%
LAN (Sherman 2024 - Post Oak Creek Interceptor services through 11/8/24)	99,963.93			
Western Municipal (Sherman 2024 - Post Oak Swr PH 1. Project is 50% complete. Pay App #4)	282,545.12			50%
<u>Engineering Fees</u>				
Antero Group (Bells 2022 - Wastewater Engineering Funding, Reviewed drawings & RFIs, Flow Analysis, Sanitary Modeling)	20,603.33			
Antero Group (Bells Wastewater Engineering services. 90.58% complete)	16,106.82			90%
Geotex (Sherman 2019 - Post Oak Sewer Line Testing from 9/2/24-9/30/24)	1,084.13			
Geotex (Sherman 2019 - Post Oak Sewer Line Testing from 10/14/24-10/31/24)	2,599.38			
Geotex (Sherman 2022 - Post Oak Sanitary Sewer Testing)	2,259.75			
Mead & Hunt (Sherman 2024 - North WWTP Design & Peak Flow Expansion Study for Nov 2024)	19,797.71			
Mead & Hunt (Sherman 2024 - Post Oak Digester & Blower Rehab for Nov 2024)	20,540.16			
Plummer (Sherman 2024 - Industrial WW Support / WWT and Water Reuse Master Plan Proj 72% complete)	798,978.04			72%
Plummer (Pottsboro 2019 - WWTP PH2 Construction phase. 90% Complete. Services through 11/29/24)	6,891.00			90%
<u>Legal</u>				
Wynne Smith & Young (Sherman 2022 - Reviewd general agreement & general conditions for lab bilding addition & remodel)	227.50			
<u>Miscellaneous</u>				
BLX Group (Whitewright 2015 - Arbitrage report for period ending 9/30/24)	500.00			
BLX Group (Whitewright 2019 - Arbitrage report for the period ending 8/12/24)	2,500.00			



	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Grayson County Fire Marshal (Sherman 2019 - Permit Application for the Lab & Office buildings renovation and addition)	380.00			
<u>Paying Agent Fees</u>				
Bank of Texas Trust (Anna/Meelissa - GRTEXUACRB06 12/1/24)	475.00			
Bank of Texas Trust (Anna/Meelissa - GTUACRBS07AM 12/1/24)	475.00			
Bank of Texas Trust (Melissa 2009 - GTUACRBMP09A 12/1/24)	300.00			
Bank of Texas Trust (Melissa 2009 - GTUACRBMP09B 12/1/24)	300.00			
Bank of Texas Trust (Pottsboro 2006 - POTTSBORO06 12/1/24)	225.00			
Bank of Texas Trust (Pottsboro 2019 - GTUAPOTTS19 12/19/24)	300.00			
Bank of Texas Trust (Pottsboro 2022 - GTUAPOTTS22 12/1/24)	300.00			
Bank of Texas Trust (Pottsboro 2022 - GTUAPOTTS22A 12/1/24)	300.00			
Bank of Texas Trust (Tom Bean 2015 - GTUATEBEAN15 1/2/25)	300.00			
Bank of Texas Trust (Tom Bean 2017 - GTUATBEAN17 1/2/25)	300.00			
Bank of Texas Trust (Van Alstyne - GTUAVANAL14B 12/1/24)	300.00			
<b>TOTAL:</b>	<b>\$ 30,928,621.50</b>	<b>\$ 33,744,215.98</b>	<b>\$ 3,493,652.04</b>	
<b>WATER:</b>				
<u>Advertising</u>				
American Express (Bear Creek 2024 - Ad for public notice for Bear Creek 2024 Pump Station #2 Pressure Plane #1 Improvements ran in the McKinney Courier Gazette)	1,105.51			
American Express (Bear Creek 2024 - Ad for public notice for Bear Creek 2024 Pump Station #2 Pressure Plane #1 Improvements ran in the Herald Democrat)	232.32			
American Express (Ad for public notice for Bear Creek 2024 Pump Station #2 Pressure Plane #1 Improvements ran in the Gainesville Daily Register)	1,052.40			
<u>Construction Costs</u>				
Archer Western (Sherman 2024 - Lake Texoma PUmP Station Expansion Pay App #1)	80,750.00			
Archer Western (Sherman 2022 - WTP Expansion Pkg #1, Pay app #19 with approved 2.5% retainage by BOD & City)	270,457.84			
Cohn & Gregory Supply (Sherman 2023 - Sherman WTP Equipment order # 1445502)	741.16			
Jaresh Backhoe (Sherman 2023 - Service Repair, Replaced Spray line and disposal heads damage due to water line)	1,500.00			
Landmark (Van Alstyne 2021 - 750K gallon Elevated Storage Tank & Site Pay app #10 Proj is 74.15% complete)	14,345.00			74%
M&M Industrial Control (Sherman 2023 - EDR WTP Upgrade 4 Panel Backpan Delivery & Installation)	41,300.00			
Red River Construction (CGMA - Pump Station Rehab Pay App #13. Project 71% completed)	229,517.45			71%
Red River Construction (Sherman 2023 - WTP Las and Rapid Mix improvements Pay App #5. Proj 14% complete)	182,610.29			14%
Red River Construction (Sherman 2023 - WTP Flocculation & Sedimentation pay app #4 Proj. 18% completed)	102,018.48			18%
Tank Builders (CGMA GST - Bloomdale Pump Station Contract B Ground Storage Tank Pay App #3. Proj is 90% complete)	137,700.00			90%
Triad Service (Sherman 2023 - WTP Concentrate Discharge Force Main Pay App #4 Project 92% complete)	419,463.00			92%
Triad Service (Sherman 2023 - SH 23 OM - WTP Discharge Channel Pay App #4. Project 69.5% completed)	106,376.25			70%
Vector Controls (Sherman 2023 - WTP EDR Rehab equipment and materials)	20,320.83			
Veiolia (Sherman 2023 - WTP Rehab Project, EDR encl, panel, remote, acc, eec 500384)	1,340.69			
W.Watertech Services (Sherman 2023 - WTP Equipment Lot Brentwood Polychem chain and flight equipment)	1,223,000.00			
<u>Engineering Fees</u>				
Freese & Nichols (Sherman 2022 - NW & SW Transmission Pipeline services through 11/30/24. Proj. is 85% complete)	96,956.27			85%

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Freese & Nichols (Sherman 2022 - Lead & Copper PH III through 11/30/24)	7,678.73			
Garney (Sherman 2023 - CMAR 36" NW/SW water main transmission line Pay App #17. Proj. is 70% complete)	4,123,008.89			70%
Garver (Sherman 2023 - WTP Expansion project. Professional Engineering Services through 9/27/24. 93% complete)	19,051.44			93%
Geotex (Sherman 2023 - WTP Concentrate Discharge Channel testing)	1,922.88			
Geotex (Sherman 2023 - WTP Concentrate Discharge Channel testing)	1,047.75			
Geotex (Sherman 2022 - 36" water line testing for 11/4/24-11/30/24)	76,141.17			
Pape-Dawson (Sherman 2023 - WTP Concentrate Discharge & Outfall Design services through 10/25/24. 89% complete)	4,266.50			89%
Pape-Dawson (Sherman 2022 - Sherman Program Management services through 10/25/24. 62% complete)	265,549.54			62%
Pape-Dawson (Sherman 2022 - Sherman Program Management services through 11/22/24. 63% complete)	231,250.20			63%
Parkhill (Sherman 2021 - Sherman WTP emergency power generation for Nov. 2024 engineering services)	14,502.03			
<u>Groundwater</u>				
American Express (NTGCD - GoDaddy SSL renewal, GMA8 website builder renewal, Domain name renewal, QB Gold Ed Renew etc.)	2,015.71			
American Express (RRGCD - GoDaddy email renewal, QB Gold Ed Renewal, TWCA, Etc.)	1,686.27			
AT&T Mobility (NTGCD - W. Parkman - cell phone)	83.32			
Allen Burks (NTGCD - cell phone reimbursement)	12.50			
Allen Burks (RRGCD - cell phone reimbursement)	12.50			
Billie Jo Tiner (NTGCD - mileage)	14.54			
Billie Jo Tiner (RRGCD - mileage)	8.34			
Bank of Texas Visa (NTGCD - BOD Chick-Fil-A, TWCA, UPS well monitoring eq, Autozone antifreeze)	788.29			
Bank of Texas Visa (RRGCD - TWCA)	454.00			
Kenneth Elliott (NTGCD - cell phone reimbursement)	12.50			
Kenneth Elliott (RRGCD - cell phone reimbursement)	12.50			
Paul Sigle (NTGCD - cell phone reimbursement & mileage)	60.45			
Paul Sigle (RRGCD - cell phone reimbursement & mileage)	8.33			
Valero Fleet Plus (NTGCD - Fuel)	104.77			
Velma Starks (NTGCD - mileage reimbursement)	16.66			
Velma Starks (RRGCD - mileage reimbursement)	20.34			
<u>Miscellaneous</u>				
BLX Group (Sherman 2015 - Final Arbitrage Rebate Report period 10/1/24)	500.00			
BLX Group (Whitewright 24 - Interim Arbitrage Rebate Report for period ending 9/30/24)	1,000.00			
Freese & Nichols (Raw Water Supply Master Plan & Regional Water System Feasibility Study through 06/30/24-10/31/24)	94,735.13			
<u>Paying Agent Fees</u>				
Bank of Texas Trust (Dorchester 2002 - GRETEUTIL02 12/1/24)	200.00			
Bank of Texas Trust (Dorchester 2022 - GTUADORCH22 12/1/24)	300.00			
Bank of Texas Trust (Gober 2021 - GTUAGOVER21 12/1/24)	300.00			
Bank of Texas Trust (Pottsboro 2007 - GTUACRB07CPP 12/1/24)	325.00			
Bank of Texas Trust (Van Alstyne 2015 - GTUAVANAL15 12/1/24)	300.00			
Bank of Texas Trust (Van Alstyne 2021 - GTUAVANAL21 12/1/24)	300.00			
<u>CGMA Repair &amp; Maintenance</u>				
Electric Actuator Service (Electric Actuator parts AUMA Rev. Contactor 1 each and 8 hours of labor)	1,856.00			
Environmental Monitoring Lab (CGMA - Nitrate Nitrogen, Nitrite Nitrogen Water tests, multiple test sites along water lines)	2,208.00			
Kemp Lawn Maintenance (CGMA - Bloomdale Pump Station)	380.00			

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Matheson Tri-Gas (CGMA - Acetylene-Large bottles for Bloomdale Pump Station as of 9/21/24-10/21/24)	154.85			
Murley Plumbing (CGMA - Repaired bleach line by vault. No leaks at this time)	807.88			
Murley Plumbing (CGMA - Cleaned 5 locations w/ 4 trucks for site shutdown and valve installation)	18,000.00			
TCEQ (CGMA - Water System Fee - Annul Permit for FY 2025)	125.00			
Texas Excavation Safety System, Inc. (CGMA - Message Fees)	211.60			
<u>Supplies</u>				
Lowes (CGMA - Misc. supplies for routine maintenance)	98.64			
National Wholesale Supply (CGMA - Milwaukee M12 redlithium 4.0AH XC Battery)	126.65			
Scoop (CGMA - 1" Corporation Stop - PVC weltd parts)	1,305.00			
USA Bluebook (CGMA -Ball Check valves, Flex Blue posts, PVC nipples, Marking Posts)	5,386.62			
United AG & Turf (CGMA - saw blades)	75.01			
<u>CGMA Utilities</u>				
A1 Little John (CGMA - Bloomdale P.S. - Portable toilet rental from 12/3/24-12/30/24)	130.44			
AT & T Mobility (CGMA - Emergency back up lines)	782.48			
AT & T U-Verse (CGMA - Bloomdale Pump Station, Internet)	53.76			
North Texas Municipal Water District (Water Usage)	540,866.00			
Paul Sigle (CGMA - Mileage)	39.13			
Steve White (CGMA - Fuel reimbursement)	81.44			
Shell Energy (Bloomdale Pump Station)	18,266.66			
Frontier Waste - McKinney (Bloomdale Pump Station Trash services for Nov 2024)	108.61			
Valero (CGMA - Fuel for 2023 F250)				
<b>TOTAL:</b>	<u>\$ 8,369,541.54</u>	<u>\$ 11,113,476.03</u>	<u>\$ 4,599,186.86</u>	
<b>GRAND TOTAL:</b>	<u>\$ 39,314,508.51</u>	<u>\$ 44,882,669.95</u>	<u>\$ 8,132,986.14</u>	

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.

\_\_\_\_\_



## **AGENDA ITEM XIII**



# **GREATER TEXOMA UTILITY AUTHORITY**

## **AGENDA COMMUNICATION**

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**DATE:** January 23, 2025

**SUBJECT:** AGENDA ITEM NO. XIII

**PREPARED BY:** Debi Atkins, Finance Officer

**SUBMITTED BY:** Paul M. Sigle, General Manager

### **CONSIDER AND ACT UPON AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDING SEPTEMBER 30, 2024**

#### **ISSUE**

Consider and act upon audit for fiscal year ending September 30, 2024

#### **BACKGROUND**

Each year the Authority Board of Directors engages the services of an independent auditing firm to perform an audit of the Authority's financial resources. This year the audit is being provided by Pattillo, Brown & Hill, LLP. The auditors performed their fieldwork at the Authority offices over the past three (3) months and are now prepared to present their findings to the Board.

#### **CONSIDERATIONS**

The statute requires that the Authority provide copies of its audit to various public agencies within 135 days of the end of its fiscal year which is February 12, 2025. In order for this to take place, it is necessary for the Board to review the audit at the January meeting.

Mr. Todd Pruitt will be present at the meeting to present the audit findings.

#### **STAFF RECOMMENDATIONS**

The staff recommends the Board of Directors, after hearing from the auditors, consider adopting the audit and authorize the dissemination to all agencies requiring a copy to be filed.

#### **ATTACHMENTS**

Digital copies of the Audit will be provided to the Board via-email prior to the meeting. Hard copies can be made available to the Board Members upon request.

## **AGENDA ITEM XIV**



# GREATER TEXOMA UTILITY AUTHORITY

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**DATE:** January 6, 2025

**SUBJECT:** AGENDA ITEM NO. XIV

**PREPARED BY:** Stacy Patrick, Project Manager

**SUBMITTED BY:** Paul Sigle, General Manager

**CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD, AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE, AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH (BARTLEY WOODS WSC WATER SYSTEM IMPROVEMENTS PROJECT).**

**ISSUE**

Consider a resolution to request an application for participation by the Texas Water Development Board (TWDB) to finance the planning, acquisition, design, and construction of Bartley Woods WSC Water System Improvements Project.

The Board of Directors signed a resolution in December 2024. The amount has changed from \$4,000,000.00 to \$4,200,000.00.

**BACKGROUND**

Bartley Woods WSC Public Works, Lance Capehart, contacted the Authority General Manager requesting assistance in obtaining funding for improvements to the corporation's water system. These improvements include increasing storage capacity to meet the minimum storage capacity required by TCEQ. The system is currently at 85% of the minimum storage capacity required by TCEQ and will reach 100% storage capacity by 2027 if measures are not taken to address the issue. Project will also install two, 50,000-gallon ground storage tanks, one 5,000-gallon 100 PSI hydropneumatics tank, and one 5,500 gallon 100 PSI hydropneumatics tank.

The Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) was selected as the funding source for these improvements. The DWSRF program offers below-market interest rates and is often the best source for funding projects of this nature.

Bartley Woods WSC has requested assistance in obtaining funding for the Water System Improvements Project. After discussing the project with Bartley Woods WSC, Authority Staff have determined that funding through Texas Water Development Board's DWSRF meets the needs of Bartley Woods WSC.

**STAFF RECOMMENDATIONS**

The staff recommends that the Board authorize the submission of an application to the TWDB for funds to be used by the Authority for the Bartley Woods WSC Improvements Project in the amount not to exceed \$4,200,000.00.

**ATTACHMENTS**

Application Filing and Authorized Representative Resolution



## Application Filing and Authorized Representative Resolution

A RESOLUTION by the \_\_\_\_\_ of the \_\_\_\_\_ requesting financial assistance from the Texas Water Development Board; authorizing the filing of an application for assistance; and making certain findings in connection therewith.

BE IT RESOLVED BY THE \_\_\_\_\_ OF THE \_\_\_\_\_:

SECTION 1: That an application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$\_\_\_\_\_ to provide for the costs of \_\_\_\_\_.

SECTION 2: That \_\_\_\_\_ be and is hereby designated the authorized representative of the \_\_\_\_\_ for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and the rules of the Texas Water Development Board.

SECTION 3: That the following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the \_\_\_\_\_ before any hearing held by the Texas Water Development Board on such application, to wit:

Financial Advisor: \_\_\_\_\_  
\_\_\_\_\_

Engineer: \_\_\_\_\_  
\_\_\_\_\_

Bond Counsel: \_\_\_\_\_  
\_\_\_\_\_

PASSED AND APPROVED, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

(Seal)

## **AGENDA ITEM XV**



# **GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION**

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**DATE:** January 24, 2025

**SUBJECT:** AGENDA ITEM NO. XV

**PREPARED BY:** Stacy Patrick, Project Manager

**SUBMITTED BY:** Paul Sigle, General Manager

**CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE  
GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH RED RIVER  
CONSTRUCTION CO. FOR THE CITY OF SHERMAN POST OAK WASTEWATER TREATMENT  
PLANT EQUALIZATION BASIN IMPROVEMENTS 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 Red River Construction Co. for the City of Sherman Wastewater Treatment Plant (“WWTP”) Equalization Basin Improvements Project as complete.

**BACKGROUND**

In January 2020, the Board and City of Sherman Council approved the Bond Resolution which authorized the issuance of \$13,595,000 through the TWDB’s CWSRF program. The Authority was able to procure a special class of CWSRF funds called the Equivalency Funds, which offered below market interest rates.

The project included the replacement of the equipment in primary clarifier No. 1, and rehabilitation of the sludge transfer pump station including stairs, handrails, modify existing hoist beam, hoist, check valves, plug valves, telescoping valves, rehabilitation of existing concrete walls and electrical and control improvements and remove and replace yard plug valves.

The City of Sherman Engineering Department completed the final inspection of the WWTP Equalization Basin Project.

**CONSIDERATIONS**

Red River Construction Co. has completed the City of Sherman WWTP Equalization Basin Improvements Project. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Red River Construction Co.

**STAFF RECOMMENDATIONS**

The Authority Staff recommend approving the project as complete, contingent upon the City of Sherman’s approval.

**ATTACHED**

Resolution

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH RED RIVER CONSTRUCTION AS COMPLETE FOR THE GTUA ON BELHALF OF THE CITY OF SHERMAN POST OAK WASTEWATER TREATMENT PLANT EQUALIZATION BASIN IMPROVEMENTS PROJECT.

WHEREAS, the Greater Texoma Utility Authority has entered into a Contract for Water Supply and Sewer Service with the City of Sherman and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Red River Construction for the City of Sherman Post Oak Wastewater Treatment Plant Equalization Basin Improvements, and

WHEREAS representatives of the City of Sherman and the project engineer have inspected the City of Sherman Post Oak Wastewater Treatment Plant Equalization Basin Improvements 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 Red River Construction 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 XVI**



# **GREATER TEXOMA UTILITY AUTHORITY**

## **AGENDA COMMUNICATION**

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**DATE:** January 7, 2025

**SUBJECT:** AGENDA ITEM NO. XVI

**PREPARED BY:** Stacy Patrick, Project Manager

**SUBMITTED BY:** Paul Sigle, General Manager

### **CONSIDER AND ACT UPON THE AWARD OF CONTRACT FOR CITY OF SHERMAN CROSSROADS WASTEWATER MAIN EXTENSION PROJECT.**

#### **ISSUE**

Consider and act upon the award of contract for City of Sherman Crossroads Wastewater Main Extension Project.

#### **BACKGROUND**

This project consists of all work associated with the construction of approximately 5,900 linear feet SDR-26 and SDR -35 15-inch, 12-inch, and 8-inch sanitary sewer pipe by open cut. As well as installing fourteen (14) 4-foot diameter sanitary sewer manholes, and ten (10) 5-foot diameter sanitary sewer manholes. This wastewater extension will help provide service to the Crossroads Development from FM 1417 to the north side of West Travis Street.

#### **CONSIDERATIONS**

The City of Sherman received eleven bids on December 18, 2024, at 3:00 P.M. Gound-Up Land Services was disqualified for failing to provide all necessary information in the bid form. Lynn Vessels Construction, LLC submitted the next lowest bid in the amount of \$1,424,838.15. Engineers from Brockette/Davis/Drake, INC. have reviewed the bid and references and have determined the bid is acceptable.

#### **STAFF RECOMMENDATIONS**

The Authority Staff recommend authorizing the General Manager to award a contract to Lynn Vessels Construction, LLC in the amount of \$1,424,838.15. This item was approved at the City of Sherman's council meeting on January 20, 2025.

#### **ATTACHMENTS**

Recommendation Letter

Bid Tabulation

Agreement

BID TABULATIONS

Project Name: Crossroads Water/Wastewater Main Extension

By: James A. Riley, P.E.

Date: December 30, 2024

Client: City of Sherman

BDD Project No: C23008

ITEM NO	DESCRIPTION	QNTY	UNIT	Dickerson Construction		Ana Site Construction		Hayes Construction		Acadia Services		Quality Excavation		Triad Service Group		Ground-up Land Services		Canary Construction		Lynn Vessels Construction		Western Municipal		J&L Construction	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization, Bonds & Insurance @ Maximum 5% of Total Bid	1	LS	\$ 92,450.00	\$ 92,450.00	\$ 53,050.00	\$ 53,050.00	\$ 85,000.00	\$ 85,000.00	\$ 94,000.00	\$ 94,000.00	\$ 43,915.00	\$ 43,915.00	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	\$ 95,000.00	\$ 95,000.00	\$ 47,000.00	\$ 47,000.00	\$ 124,415.00	\$ 124,415.00	\$ 80,642.00	\$ 80,642.00
2	Right-of-Way Preparation	57	STA	\$ 500.00	\$ 28,500.00	\$ 555.00	\$ 31,635.00	\$ 100.00	\$ 5,700.00	\$ 700.00	\$ 39,900.00	\$ 718.00	\$ 40,926.00	\$ 330.00	\$ 18,810.00	\$ -	\$ -	\$ 2,500.00	\$ 142,500.00	\$ 300.00	\$ 17,100.00	\$ 1,600.00	\$ 91,200.00	\$ 243.63	\$ 13,886.91
3	Furnish & Install 8-Inch SDR 35 PVC, By Open Cut, 0 to 15 ft. Deep	92	LF	\$ 75.00	\$ 6,900.00	\$ 64.00	\$ 5,888.00	\$ 135.00	\$ 12,420.00	\$ 95.00	\$ 8,740.00	\$ 118.00	\$ 10,856.00	\$ 75.00	\$ 6,900.00	\$ -	\$ -	\$ 125.00	\$ 11,500.00	\$ 75.65	\$ 6,959.80	\$ 135.00	\$ 12,420.00	\$ 82.14	\$ 7,556.88
4	Furnish & Install 8-Inch SDR 26 PVC, By Open Cut, 15 to 20 ft. Deep	122	LF	\$ 105.00	\$ 12,810.00	\$ 79.00	\$ 9,638.00	\$ 175.00	\$ 21,350.00	\$ 110.00	\$ 13,420.00	\$ 128.00	\$ 15,616.00	\$ 85.00	\$ 10,370.00	\$ -	\$ -	\$ 185.00	\$ 22,570.00	\$ 87.25	\$ 10,644.50	\$ 155.00	\$ 18,910.00	\$ 161.71	\$ 19,728.62
5	Furnish & Install 12-Inch SDR 35 PVC, By Open Cut, 0 to 15 ft. Deep	1,067	LF	\$ 85.00	\$ 90,695.00	\$ 79.00	\$ 84,293.00	\$ 128.00	\$ 136,576.00	\$ 125.00	\$ 133,375.00	\$ 92.00	\$ 98,164.00	\$ 90.00	\$ 96,030.00	\$ -	\$ -	\$ 155.00	\$ 165,385.00	\$ 90.40	\$ 96,456.80	\$ 170.00	\$ 181,390.00	\$ 146.58	\$ 156,400.86
6	Furnish & Install 12-Inch SDR 26 PVC, By Open Cut, 0 to 15 ft. Deep	525	LF	\$ 117.00	\$ 61,425.00	\$ 87.00	\$ 45,675.00	\$ 132.00	\$ 69,300.00	\$ 135.00	\$ 70,875.00	\$ 102.00	\$ 53,550.00	\$ 100.00	\$ 52,500.00	\$ -	\$ -	\$ 165.00	\$ 86,625.00	\$ 97.00	\$ 50,925.00	\$ 185.00	\$ 97,125.00	\$ 156.00	\$ 81,900.00
7	Furnish & Install 12-Inch SDR 26 PVC, By Open Cut, 15 to 25 ft. Deep	1,025	LF	\$ 345.00	\$ 353,625.00	\$ 97.00	\$ 99,425.00	\$ 167.00	\$ 171,175.00	\$ 160.00	\$ 164,000.00	\$ 119.00	\$ 121,975.00	\$ 120.00	\$ 123,000.00	\$ -	\$ -	\$ 210.00	\$ 215,250.00	\$ 102.00	\$ 104,550.00	\$ 240.00	\$ 246,000.00	\$ 193.04	\$ 197,866.00
8	Furnish & Install 15-Inch SDR 35 PVC, By Open Cut, 0 to 15 ft. Deep	100	LF	\$ 970.00	\$ 97,000.00	\$ 98.00	\$ 9,800.00	\$ 136.00	\$ 13,600.00	\$ 145.00	\$ 14,500.00	\$ 232.00	\$ 23,200.00	\$ 105.00	\$ 10,500.00	\$ -	\$ -	\$ 175.00	\$ 17,500.00	\$ 105.70	\$ 10,570.00	\$ 260.00	\$ 26,000.00	\$ 187.65	\$ 18,765.00
9	Furnish & Install 15-Inch SDR 26 PVC, By Open Cut, 0 to 15 ft. Deep	962	LF	\$ 132.00	\$ 126,984.00	\$ 107.00	\$ 102,934.00	\$ 145.00	\$ 139,490.00	\$ 160.00	\$ 153,920.00	\$ 139.00	\$ 133,718.00	\$ 115.00	\$ 110,630.00	\$ -	\$ -	\$ 185.00	\$ 177,970.00	\$ 114.40	\$ 110,052.80	\$ 280.00	\$ 269,360.00	\$ 169.14	\$ 162,712.68
10	Furnish & Install 15-Inch SDR 26 PVC, By Open Cut, 15 to 20 ft. Deep	855	LF	\$ 378.00	\$ 323,190.00	\$ 111.00	\$ 94,905.00	\$ 180.00	\$ 153,900.00	\$ 185.00	\$ 158,175.00	\$ 150.00	\$ 128,250.00	\$ 115.00	\$ 98,325.00	\$ -	\$ -	\$ 240.00	\$ 205,200.00	\$ 118.23	\$ 101,086.85	\$ 300.00	\$ 256,500.00	\$ 203.82	\$ 174,266.10
11	Furnish & Install 15-Inch SDR 26 PVC, By Open Cut, 20 to 25 ft. Deep	900	LF	\$ 460.00	\$ 414,000.00	\$ 136.00	\$ 122,400.00	\$ 282.00	\$ 253,800.00	\$ 155.00	\$ 139,500.00	\$ 163.00	\$ 146,700.00	\$ 130.00	\$ 117,000.00	\$ -	\$ -	\$ 310.00	\$ 279,000.00	\$ 130.00	\$ 117,000.00	\$ 325.00	\$ 292,500.00	\$ 241.06	\$ 216,954.00
12	Furnish & Install 12-Inch SDR 26 PVC, By Method Other Than Open Cut	260	LF	\$ 100.00	\$ 26,000.00	\$ 100.00	\$ 26,000.00	\$ 90.00	\$ 23,400.00	\$ 130.00	\$ 33,800.00	\$ 58.00	\$ 15,080.00	\$ 120.00	\$ 31,200.00	\$ -	\$ -	\$ 350.00	\$ 91,000.00	\$ 108.00	\$ 28,080.00	\$ 250.00	\$ 65,000.00	\$ 76.79	\$ 19,965.40
13	Furnish & Install 15-Inch SDR 26 PVC, By Method Other Than Open Cut	20	LF	\$ 150.00	\$ 3,000.00	\$ 135.00	\$ 2,700.00	\$ 100.00	\$ 2,000.00	\$ 145.00	\$ 2,900.00	\$ 141.00	\$ 2,820.00	\$ 180.00	\$ 3,600.00	\$ -	\$ -	\$ 375.00	\$ 7,500.00	\$ 115.00	\$ 2,300.00	\$ 300.00	\$ 6,000.00	\$ 188.55	\$ 3,771.00
14	Furnish & Install 4-ft. Diameter Wastewater Manhole, 0 to 10 ft. Deep	5	EA	\$ 6,700.00	\$ 33,500.00	\$ 10,400.00	\$ 52,000.00	\$ 8,033.00	\$ 40,165.00	\$ 8,500.00	\$ 42,500.00	\$ 11,288.00	\$ 56,440.00	\$ 7,200.00	\$ 36,000.00	\$ -	\$ -	\$ 8,000.00	\$ 40,000.00	\$ 6,000.00	\$ 30,000.00	\$ 7,700.00	\$ 38,500.00	\$ 12,287.60	\$ 61,438.00
15	Furnish & Install 4-ft. Diameter Wastewater Manhole, 10 to 15 ft. Deep	9	EA	\$ 8,000.00	\$ 72,000.00	\$ 11,300.00	\$ 101,700.00	\$ 9,225.00	\$ 83,025.00	\$ 8,000.00	\$ 72,000.00	\$ 12,393.00	\$ 111,537.00	\$ 9,500.00	\$ 85,500.00	\$ -	\$ -	\$ 10,000.00	\$ 90,000.00	\$ 7,000.00	\$ 63,000.00	\$ 9,600.00	\$ 86,400.00	\$ 14,159.78	\$ 127,438.02
16	Furnish & Install 5-ft. Diameter Wastewater Manhole, 0 to 10 ft. Deep	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 13,500.00	\$ 13,500.00	\$ 13,038.00	\$ 13,038.00	\$ 12,500.00	\$ 12,500.00	\$ 14,827.00	\$ 14,827.00	\$ 9,600.00	\$ 9,600.00	\$ -	\$ -	\$ 11,000.00	\$ 11,000.00	\$ 9,000.00	\$ 9,000.00	\$ 11,750.00	\$ 11,750.00	\$ 12,398.00	\$ 12,398.00
17	Furnish & Install 5-ft. Diameter Wastewater Manhole, 10 to 15 ft. Deep	5	EA	\$ 11,500.00	\$ 57,500.00	\$ 15,800.00	\$ 79,000.00	\$ 16,494.00	\$ 82,470.00	\$ 15,000.00	\$ 75,000.00	\$ 16,190.00	\$ 80,950.00	\$ 13,000.00	\$ 65,000.00	\$ -	\$ -	\$ 15,000.00	\$ 75,000.00	\$ 12,250.00	\$ 61,250.00	\$ 13,100.00	\$ 65,500.00	\$ 18,350.80	\$ 91,754.00
18	Furnish & Install 5-ft. Diameter Wastewater Manhole, 15 to 20 ft. Deep	2	EA	\$ 15,000.00	\$ 30,000.00	\$ 22,000.00	\$ 44,000.00	\$ 18,338.00	\$ 36,676.00	\$ 18,500.00	\$ 37,000.00	\$ 19,088.00	\$ 38,176.00	\$ 15,000.00	\$ 30,000.00	\$ -	\$ -	\$ 19,000.00	\$ 38,000.00	\$ 16,000.00	\$ 32,000.00	\$ 15,700.00	\$ 31,400.00	\$ 30,029.00	\$ 60,058.00
19	Furnish & Install 5-ft. Diameter Wastewater Manhole, 20 to 25 ft. Deep	1	EA	\$ 21,000.00	\$ 21,000.00	\$ 25,000.00	\$ 25,000.00	\$ 23,145.00	\$ 23,145.00	\$ 30,500.00	\$ 30,500.00	\$ 24,247.00	\$ 24,247.00	\$ 17,000.00	\$ 17,000.00	\$ -	\$ -	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 22,000.00	\$ 18,800.00	\$ 18,800.00	\$ 36,904.00	\$ 36,904.00
20	Furnish & Install 5-ft. Diameter Wastewater Manhole with Interior Drop, 20 to 25 ft. Deep	1	EA	\$ 25,000.00	\$ 25,000.00	\$ 32,000.00	\$ 32,000.00	\$ 25,274.00	\$ 25,274.00	\$ 27,000.00	\$ 27,000.00	\$ 26,034.00	\$ 26,034.00	\$ 26,000.00	\$ 26,000.00	\$ -	\$ -	\$ 26,000.00	\$ 26,000.00	\$ 23,000.00	\$ 23,000.00	\$ 21,400.00	\$ 21,400.00	\$ 38,777.00	\$ 38,777.00
21	Furnish & Install 24-Inch Steel Casing Pipe with Bore	20	LF	\$ 750.00	\$ 15,000.00	\$ 765.00	\$ 15,300.00	\$ 400.00	\$ 8,000.00	\$ 1,300.00	\$ 26,000.00	\$ 1,032.00	\$ 20,640.00	\$ 1,500.00	\$ 30,000.00	\$ -	\$ -	\$ 1,100.00	\$ 22,000.00	\$ 591.22	\$ 11,824.40	\$ 1,100.00	\$ 22,000.00	\$ 909.35	\$ 18,187.00
22	Furnish & Install 21-Inch Steel Casing Pipe with Bore	260	LF	\$ 525.00	\$ 136,500.00	\$ 425.00	\$ 110,500.00	\$ 360.00	\$ 93,600.00	\$ 750.00	\$ 195,000.00	\$ 501.00	\$ 130,260.00	\$ 600.00	\$ 156,000.00	\$ -	\$ -	\$ 1,100.00	\$ 286,000.00	\$ 576.77	\$ 149,960.20	\$ 460.00	\$ 119,600.00	\$ 676.05	\$ 175,773.00
23	Abandon Existing Manhole	11	EA	\$ 1,000.00	\$ 11,000.00	\$ 1,400.00	\$ 15,400.00	\$ 1,700.00	\$ 18,700.00	\$ 4,500.00	\$ 49,500.00	\$ 2,814.00	\$ 30,954.00	\$ 4,700.00	\$ 51,700.00	\$ -	\$ -	\$ 2,500.00	\$ 27,500.00	\$ 1,450.00	\$ 15,950.00	\$ 1,600.00	\$ 17,600.00	\$ 3,550.55	\$ 39,056.05
24	Trench Safety	5,928	LF	\$ 5.00	\$ 29,640.00	\$ 7.00	\$ 41,496.00	\$ 2.50	\$ 14,820.00	\$ 4.00	\$ 23,712.00	\$ 4.00	\$ 23,712.00	\$ 2.00	\$ 11,856.00	\$ -	\$ -	\$ 5.00	\$ 29,640.00	\$ 2.50	\$ 14,820.00	\$ 5.00	\$ 29,640.00	\$ 12.20	\$ 72,321.60
25	Connect to Existing Wastewater Main	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 5,000.00	\$ 15,000.00	\$ 8,000.00	\$ 24,000.00	\$ 6,000.00	\$ 18,000.00	\$ 2,678.00	\$ 8,034.00	\$ 8,000.00	\$ 24,000.00	\$ -	\$ -	\$ 3,500.00	\$ 10,500.00	\$ 2,320.00	\$ 6,960.00	\$ 14,500.00	\$ 43,500.00	\$ 6,888.00	\$ 20,664.00
26	Construct Manhole over Existing Wastewater Main	4	EA	\$ 12,000.00	\$ 48,000.00	\$ 17,500.00	\$ 70,000.00	\$ 18,000.00	\$ 72,000.00	\$ 26,500.00	\$ 106,000.00	\$ 11,574.00	\$ 46,296.00	\$ 23,000.00	\$ 92,000.00	\$ -	\$ -	\$ 16,500.00	\$ 66,000.00	\$ 2,900.00	\$ 11,600.00	\$ 8,200.00	\$ 32,800.00	\$ 14,156.00	\$ 56,624.00
27	Erosion Control	5,928	LF	\$ 3.00	\$ 17,784.00	\$ 4.00	\$ 23,712.00	\$ 1.00	\$ 5,928.00	\$ 20.00	\$ 118,560.00	\$ 2.00	\$ 11,856.00	\$ 4.50	\$ 26,676.00	\$ -	\$ -	\$ 4.00	\$ 23,712.00	\$ 3.00	\$ 17,784.00	\$ 7.70	\$ 45,645.60	\$ 6.79	\$ 40,251.12
29	Remove Erosion Control	5,928	LF	\$ 1.00	\$ 5,928.00	\$ 2.00	\$ 11,856.00	\$ 0.50	\$ 2,964.00	\$ 3.00	\$ 17,784.00	\$ 1.00	\$ 5,928.00	\$ 4.50	\$ 26,676.00	\$ -	\$ -	\$ 2.00	\$ 11,856.00	\$ 0.50	\$ 2,964.00	\$ 5.60	\$ 33,196.80	\$ 0.77	\$ 4,564.56
30	Construction Contingency Allowance	1	LS	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00	\$ 250,000.00
TOTAL					\$ 2,403,931.00		\$ 1,588,807.00		\$ 1,881,516.00		\$ 2,128,161.00		\$ 1,714,661.00		\$ 1,676,873.00		No Response		\$ 2,546,208.00		\$ 1,424,838.15		\$ 2,554,552.40		\$ 2,260,623.80

\*Item No. 28 was missing from Bid Submittal Sheet given to Contractors

\$ 2,403,934.00

## **AGREEMENT**

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY (“GTUA”) on behalf of the City of Sherman, and \_\_\_\_\_, a \_\_\_\_\_ corporation (the “CONTRACTOR”). GTUA and CONTRACTOR are sometimes referred to collectively as the “parties” or individually as a “party.”

GTUA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

### **Article 1. WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the “Work”). The Work is generally described as follows:

#### **Crossroads Wastewater Main Extension Project**

### **Article 2. ENGINEER**

The Project has been designed by Brockett/ Davis/ Drake, Inc., of Dallas, Texas, who is hereinafter called ENGINEER and who is to act as GTUA'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### **Article 3. CONTRACT TIME**

- 3.1 The Work must be substantially completed and ready for final payment within 200 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.
- 3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA \$ 240.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

### **Article 4. CONTRACT PRICE**

GTUA shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:



At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

#### **Article 5. PAYMENT PROCEDURES**

CONTRACTOR shall submit a Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by GTUA, as provided in the Special Provisions.

CONTRACTOR and GTUA acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of GTUA, which fiscal year ends on September 30th of each year, shall be subject to GTUA Board approval. In the event that the GTUA Board does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that GTUA shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

#### **Article 6. INTEREST**

If the contract amount of this Agreement is less than \$5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds \$5,000,000, no interest will be paid unless required by law.

#### **Article 7. CONTRACTOR'S REPRESENTATIONS**

In order to induce GTUA to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

#### **Article 8. CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between GTUA and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
- 8.2 Advertisement for Bids

- 8.3 Instructions to Respondents
- 8.4 Certifications Required by Texas Law
- 8.5 Suspension and Debarment Certification
- 8.6 Bid Bond and Bid Bond POA
- 8.7 Statement of Respondent's Qualifications
- 8.8 Insurance Requirement Affidavit
- 8.9 Bid Submittal
- 8.10 Resolution of Award
- 8.11 Form 1295, Certificate of Interested Parties
- 8.12 Certificate of Insurance
- 8.13 Performance Bond and POA
- 8.14 Payment Bond and POA
- 8.15 Notice to Proceed
- 8.16 Maintenance Bond and POA
- 8.17 Closeout Documents
- 8.18 Special Provisions
- 8.19 Technical Specification prepared or issued by the City of Sherman dated 11/26/2024.
- 8.20 Drawings, consisting of sheets numbered 1 through 10, inclusive with each sheet bearing the following general title: City of Sherman, Crossroads Wastewater Main Extension.
- 8.21 Addenda numbers\_\_ to \_\_, inclusive.
- 8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the GTUA Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the GTUA's authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA'S project managers are authorized to issue Contingency Allowance Authorization but GTUA'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

## Article 9. INDEMNITY

**CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GTUA, THE CITY OF SHERMAN AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "GTUA" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING**

THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONTRACTOR” FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF GTUA (COLLECTIVELY, “CLAIMS”). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM “CLAIMS” IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST GTUA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS’ COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, GTUA SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY GTUA, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY GTUA IN WRITING. GTUA RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, GTUA IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY GTUA IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR’S OBLIGATION TO DEFEND GTUA OR AS A WAIVER OF CONTRACTOR’S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GTUA’S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

#### Article 10. LIABILITY

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR’s equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

## Article 11. **TERMINATION**

GTUA or the City of Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

GTUA or the City of Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then GTUA or the City of Sherman shall have the right to terminate this Agreement. Any such act by GTUA or the City of Sherman shall not be deemed a waiver of any other right or remedy of GTUA or the City of Sherman.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

## Article 12. **MISCELLANEOUS**

- 12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.
- 12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.
- 12.12 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 12.13 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal

representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

- 12.15 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.

#### Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, GTUA and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to GTUA, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by GTUA and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

GTUA:

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate Seal)

Attest: \_\_\_\_\_

Address for giving notices:

\_\_\_\_\_

\_\_\_\_\_



December 30, 2024

Mr. Travis Overturf, PE  
City of Sherman  
220 W. Mulberry Street  
Sherman, Texas 75091

Re: Bid Award  
Crossroads Wastewater Main Extension  
Project #3108 / Bid Number 2025-06  
BDD Project No. C23008

Dear Mr. Overturf:

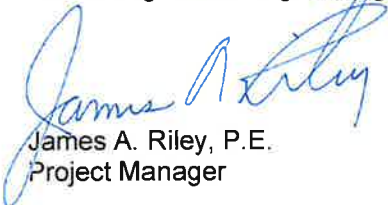
Brockett/Davis/Drake, Inc. (BDD) prepared a bid tabulation and reviewed the bids from the 11 contractors. The bid from Ground-Up Land Services was thrown out due to being non-responsive and not providing their bid on the provided bid tabulation that was part of the bid package.

We recommend the project be awarded to Lynn Vessels Construction, LLC in the amount of \$1,424,838.15.

If you have any questions or need additional information, please contact me at (214) 824-3647 or [jriley@bddeng.com](mailto:jriley@bddeng.com).

Sincerely,

BROCKETTE/DAVIS/DRAKE, INC.  
Texas Registered Engineering Firm F-841



James A. Riley, P.E.  
Project Manager

JAR/dh



## **AGENDA ITEM XVII**



# **GREATER TEXOMA UTILITY AUTHORITY**

## **AGENDA COMMUNICATION**

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**DATE:** January 22, 2025

**SUBJECT:** AGENDA ITEM NO. XVII

**PREPARED BY:** Stacy Patrick, Project Manager

**SUBMITTED BY:** Paul Sigle, General Manager

### **CONSIDER AND ACT UPON CHANGE ORDER NO. 2 FOR THE CITY OF POTTSBORO WWTP IMPROVEMENTS PROJECT.**

#### **ISSUE**

Consider and act upon authorizing Change Order No. 2 to the contract with Archer Western Constructors, LLC for the City of Pottsboro WWTP Improvements Project.

#### **BACKGROUND**

The City of Pottsboro staff requested GTUA staff's assistance in obtaining funding for a wastewater treatment plant rehabilitation and expansion project. The project would increase the capacity of the existing WWTP from a design flowrate of 0.35 MGD to 0.65 MGD through both the construction of new treatment processes and pipelines as well as the rehabilitation of existing infrastructure. The WWTP is in need of expansion, in order to continue meeting TCEQ permit requirements. The Texas Water Development Board (TWDB) Clean Water State Revolving Fund (CWSRF) was identified as the most economical funding source for the identified projects.

At the June 2019 meeting, the Board authorized the issuance of \$8,420,000 in funding through the CWSRF.

As the design on this project progressed, the Engineers updated their cost estimates and determined the funds we had available would not be enough to award the project. The original construction cost estimate from 2018 was \$6,240,000. The most recent estimate, prior to bid, was \$7,852,200 leaving a shortage of funds in the amount \$1,612,200. At the June 2022 Meeting, the Board authorized the issuance of an additional \$2,160,000 through the TWDB's Development Fund.

The City's engineers worked with Archer Western to reduce the contract through Change Order No. 1. The engineers and Archer Western identified the following three (3) deductions: (1) \$70,000 deduction for utilizing the City's existing drying beds for grit dewatering, (2) \$30,000 deduction for reducing the amount of aerated sludge storage basin grating and reusing existing headrail and platform, and (3) \$25,000 deduction for using city-owned property for soil stockpiling. Change Order No. 1 will decrease the contract by \$125,000 resulting in a revised contract amount of \$11,059,000.

#### **CONSIDERATIONS**

Change Order No. 2 consists of the addition of rehabilitation of RAS/WAS Pump Station, addition of headworks 1 rehabilitation including replacement of the aerated grit blower, replacement and rehabilitation of vertical grit screw liner, cylindrical bar screen brushes and gearbox, two additional plug valves, addition of a cast-in-place concrete vertical retaining wall between Final Clarifier 2 and Chlorine Contact Basin 2, and a credit for ARV's.



# **GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION**

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## **PAGE 2**

### **STAFF RECOMMENDATIONS**

The Authority Staff recommend approving Change Order No. 2, an increase of \$129,265.00 to the contract resulting in the amount of \$11,118,265.00. The City of Pottsboro has already authorized the Authority to execute this Change Order.

### **ATTACHMENTS**

Change Order No. 2

**C941 - CHANGE ORDER**  
**Change Order No. 2**

Owner: City of Pottsboro

Contractor: Archer Western Constructors, LLC

Engineer: Plummer

Project: Pottsboro WWTP Expansion to 0.65 MGD

The Contract is modified as follows upon execution of this Change Order.

**Description:**

1. Addition of rehabilitation of RAS/WAS Pump Station 1 pumps (+\$16,869.00) (see PCO-1).
2. Addition of headworks 1 rehabilitation (PCO-2) including replacement of the aerated grit blower, replacement and rehabilitation of vertical grit screw liner, cylindrical bar screen brushes and gearbox (reuse existing motor), two additional plug valves (+\$112,564).
3. Addition of a cast-in-place concrete vertical retaining wall between Final Clarifier 2 and Chlorine Contact Basin 2. (CMR-3) (+\$13,878).
4. Credit for ARVs (CMR-04) (-\$14,046).

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:	Original Contract Times:
\$: <u>11,184,000</u>	Substantial Completion:
	<u>September 13, 2024</u>
	Ready for Final Payment:
	<u>October 13, 2024</u>
	(calendar days or dates)
Increase / Decrease from previously approved Change Orders No. <u>2</u> to No. <u>n/a</u> :	Increase / Decrease from previously approved Change Orders No. <u>  </u> to No. <u>  </u> :
\$: <u>(125,000)</u>	Substantial Completion:
	<u>n/a</u>
	Ready for Final Payment:
	<u>n/a</u>
	(calendar days)
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$: <u>11,059,000</u>	Substantial Completion:
	<u>n/a</u>

	Ready for Final Payment: n/a (calendar days or dates)
Increase / Decrease of this Change Order:  \$: <u>129,265</u>	Increase / Decrease of this Change Order: Substantial Completion: n/a Ready for Final Payment: 0 (RAS Pumps) 56 (headworks) 0 (retaining wall) (calendar days or dates)
Contract Price incorporating this Change Order:  \$: <u>11,188,265</u>	Contract Times with all approved Change Orders: Substantial Completion: September 13, 2024 Ready for Final Payment: December 8, 2024 (calendar days or dates)

**RECOMMENDED:**

By: Chelsea Leger  
Engineer (Authorized Signature)

Print Name: Chelsea Leger, P.E.

Title: Project Manager Date: December 12, 2024

**ACCEPTED:**

By: [Signature]  
Owner (Authorized Signature)

Print Name: Kandace T. Lesley

Title: City Manager Date: 1/22/2025

**RECEIVED:**

By: \_\_\_\_\_  
Contractor (Authorized Signature)

Print Name: Frank Etier

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**APPROVED:**

By: \_\_\_\_\_  
Funding Agency (Authorized Signature)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_



## Archer Western Construction, LLC

A Member of the Walsh Group

August 31, 2023

Chelsea Billingsly

RE: Pottsboro WWTP Expansion to 0.65 MGD- PCO #001 -Existing RAS Pumps Rehab

Dear Mrs. Billingsley,

Archer Western is requesting the following amendment to the contract related to the Pottsboro WWTP Expansion to 0.65 MGD project:

Please issue a change order for \$16,869.00 to make changes as noted in the attached PCO #001.

If you have any questions or require additional information, do not hesitate to contact myself, Austen Lange, Jason Davis, or Jeff Polak.

Sincerely,

Project Manager  
Archer Western Construction, LLC

Cc: Jeff Polak  
Jason Davis  
Austen Lange  
File









## Archer Western Construction, LLC

A Member of the Walsh Group

July 17, 2024

Chelsea Billingsly

RE: Pottsboro WWTP Expansion to 0.65 MGD– PCO #002 – Pottsboro WWTP Headworks 1 Rehabilitation

Dear Mrs. Billingsley,

Archer Western is requesting the following amendment to the contract related to the Pottsboro WWTP Expansion to 0.65 MGD project:

Please issue a change order for \$112,564 to make changes as noted in the attached PCO #002.

If you have any questions or require additional information, do not hesitate to contact myself, Nicholas Harris, Jason Davis, or Jeff Polak.

Sincerely,

*Ramon Mendoza*

Project Manager  
Archer Western Construction, LLC

Cc: Jeff Polak  
Jason Davis  
Nicholas Harris  
File

## PCO-02 Pottsboro WWTP Headworks 1 Rehabilitation

Project Name: Pottsboro WWTP Expansion to 0.65 MGD Project No: 222165

Project Owner: GTUA/City of Pottsboro Initiated By: ☐ Owner  
Engineer: Plummer ☐ Engineer  
Engineer Project Number:                      ☒ Contractor

Contractor: Archer Western Construction, Ltd. Date: 10/14/2024  
Attention

The following change in the contract on this project is proposed

- Work shall not commence until authorized by the OWNER.

### Description of the Proposed Change:

PCO-02 Pottsboro WWTP Headworks 1 Rehabilitation

Rehab of existing Headworks unit: Includes Dewater and clean existing Headworks 1, remove existing cylindrical bar screen, classifier, auger, transport to E12 to rehab, reinstall equipment, start up services.

BY

All work shall be in accordance with the terms, stipulations, & conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☒ Increased ☐ Decreased ☐ Unchanged

by 56 calendar days

This change will: ☒ Add ☐ Deduct ☐ Not Change

Comments: \$112,564

**Ramon Mendoza**

GENERAL CONTRACTOR

**October 14, 2024**

DATE

☒ Accepted ☐ Rejected

*Chelsea Legor*  
Digitally signed by Chelsea Legor  
DN: cn=US, email=chelsea@plummer.com,  
o=Plummer Associates,  
ou=Pottsboro, cn=Chelsea Legor  
Date: 2024.10.16 08:12:17-0500

BY (Consultant Name):

10/16/2024

DATE

Owner's Action:

☒ Accepted ☐ Rejected

BY (Owner)

Date

## Contract Modification Request

PROJECT NO: 222165  
OWNER: GTUA/City of Pottsville  
ENGINEER: Plummer  
Union Manager:

**DESCRIPTION:**

Rehab of existing Headworks unit: Includes Dewater and clean existing Headworks 1, remove existing cylindrical bar screen, classifier, auger, transport to E12 to rehab, reinstall equipment, start up services.

PCO-002

Amount Requested: \$112,564  
Add'l Days Requested: 5

CONTRACTOR: ARCHER WESTERN CONSTRUCTION, LTD

Description		Qty	Unit	Unit/Price	Labor	Material	Equipment	Subcontractor	Totals
<b>LABOR</b>									
Project Management ST		24	HR	\$150.00	\$3,600.00				\$3,600.00
Superintendent ST		32	HR	\$125.00	\$4,000.00				\$4,000.00
Field Engineer ST		32	HR	\$85.00	\$2,720.00				\$2,720.00
Equipment Operators (unload/load material/assist E12)		56	HR	\$65.00	\$3,640.00				\$3,640.00
Mechanical Crew (dewatering HW1, remove grit, remove/reinstall)		68	HR	\$65.00	\$4,420.00				\$4,420.00
Skilled Labor (Assist E12, Dewater Clean Headworks 1)		96	HR	\$55.00	\$5,280.00				\$5,280.00
<b>MATERIAL</b>									
<b>Additional Valves</b>									
14" MJ Plug Valve		1	Ea	\$8,325.00		\$8,325.00			\$8,325.00
6" MJ Plug Valve		1	Ea	\$2,325.00		\$2,325.00			\$2,325.00
14" MJ Solid Sleeve		1	Ea	\$2,570.40		\$2,570.40			\$2,570.40
6" MJ Solid Sleeve		1	Ea	\$350.00		\$350.00			\$350.00
14" MJ Gland Packs		4	Ea	\$651.35		\$2,605.40			\$2,605.40
6" MJ Gland Packs		4	Ea	\$231.25		\$925.00			\$925.00
Pipe Bedding		2	TN	\$80.00		\$160.00			\$160.00
<b>Headworks 1 Rehabilitation</b>									
Ro9/S00 Brush Kit		1	EA	\$928.55		\$928.55			\$928.55
Spiral R 221 12/6 1xturn		4	EA	\$173.59		\$694.36			\$694.36
1" Brass Solenoid Valve C102 Kit		2	EA	\$469.30		\$938.60			\$938.60
Ro9 & Grit Discharge		2	EA	\$3,196.66		\$6,393.32			\$6,393.32
Horizontal Grit Screw		1	EA	\$3,480.12		\$3,480.12			\$3,480.12
Becker Model SV 201/1 Regenerative Compressor and Motor		1	EA	\$3,217.92		\$3,217.92			\$3,217.92
Plate R102/180 1225/6 L449		1	EA	\$692.94		\$692.94			\$692.94
Feather Key DIN 6885 A12x 8x 60		2	EA	\$16.17		\$32.34			\$32.34
Hexagon Bolt DIN 933 M12x 50		1	EA	\$1.53		\$1.53			\$1.53
Washer 13/ 58x 6		1	EA	\$45.26		\$45.26			\$45.26
Ring 90/ 155x 4 3xbo 8		1	EA	\$140.16		\$140.16			\$140.16
Sleeve 77H7/ 90h8x 40		1	EA	\$543.11		\$543.11			\$543.11
Grooved Ring 90/110x12		1	EA	\$267.44		\$267.44			\$267.44
Countersunk Screw Din 963 M 4x 12		3	EA	\$0.91		\$2.73			\$2.73
Strip Sealing Adhesive 20/10		1	EA	\$12.86		\$12.86			\$12.86
Plate R101/180 1980/ 6 L397		3	EA	\$589.79		\$1,769.37			\$1,769.37
<b>EQUIPMENT</b>									
Loader (load unit for freight)		0.50	MO	\$2,781.00			\$1,390.50		\$1,390.50
Mini Excavator		0.25	OY	\$2,240.00			\$560.00		\$560.00
E12 Service Truck		4.00	Day	\$80.00			\$320.00		\$320.00
Vacuum Truck		1.00	Day	\$3,500.00			\$3,500.00		\$3,500.00
<b>SUBCONTRACT</b>									
E12 (Rehab Headworks Unit)		80	MH	\$160.00				\$12,800.00	\$12,800.00
E12 (Travel Time/Cost)		24	MH	\$150.00				\$3,600.00	\$3,600.00
E12 (Startup)		24	MH	\$160.00				\$3,840.00	\$3,840.00
									\$0.00
<b>MISCELLANEOUS ITEMS</b>									
Rental Equipment Freight		1	LS	\$750.00				\$750.00	\$750.00
Headworks Part Freight		1	LS	\$1,200.00				\$1,200.00	\$1,200.00
Dump Fee		1	LS	\$500.00				\$500.00	\$500.00
<b>DIRECT COSTS:</b>					\$23,660.00	\$36,421.41	\$5,770.50	\$22,690.00	\$88,541.91
Small Tools @ 10% of Labor					\$2,366.00				\$



HUBER Technology, Inc.



**Billing Address**  
City of Pottsboro  
528 Hwy 120 E.  
Pottsboro, TX 75076  
UNITED STATES

**Delivery Address**  
City of Pottsboro  
219 Reeves Road  
Pottsboro, TX 75076  
UNITED STATES

**OFFER:** 71015787 / V1  
**Your Reference:** Pottsboro, TX (287315)

**Date printed:** 6/5/24  
**Our Reference:** Cedric Anlhony  
**Phone:** +1-704-990-2408  
**Email:** [Cedric.Anlhony@hhusa.net](mailto:Cedric.Anlhony@hhusa.net)

**Your Reference:**

**Customer No.:** 114428

All parts in stock unless otherwise indicated below.

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	1.00	pcs	10282633 Ro9/500 brush kit	928.55	928.55 0%
20/1	4.00	wdg	560018 splral R 221 12/6 1xturn	173.59	694.36 0%
21/1	2.00	pcs	10129210 1" Brass Solenoid Valve C1D2 Kit	469.30	938.60 0%
22/1	2.00	pcs	10463987 30674499-BF40-74W/DPE09XB4/AMUL-SPU01438 - Ro9 & Grit Discharge **lead time 4-5 weeks**	3,196.66	6,393.32 0%
22/2	1.00	pcs	10484137 30406166 BF40Z-74W/D08MA4-D/AMUL-C2 - Horizontal Grit Screw **lead time 4-5 weeks**	3,480.12	3,480.12 0%
23/1	1.00	pcs	10000001 Becker Model SV 201/1 Regenerative Compressor and Motor **lead time 4-6 weeks**	3,217.92	3,217.92 0%
30/1	1.00	pcs	506423	692.94	692.94

HUBER Technology, Inc.  
1009 Airfe Parkway • Denver, NC 28037  
Phone (704) 949-1010 • Fax (704) 949-1020 • [huber@hhusa.net](mailto:huber@hhusa.net) • [www.huber-technology.com](http://www.huber-technology.com)

A member of the HUBER Group

Offer: 71015787  
 Date printed: 6/5/24  
 Page: 2 (7)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
			plate R102/180° 1725/ 6 L449		0%
31/1	2.00	pcs	706282 feather key DIN 6885 A12x 8x 60	16.17	32.34 0%
32/1	1.00	pcs	702685 hexagon bolt DIN 933 M12x 50	1.53	1.53 0%
33/1	1.00	pcs	500379 washer 13/ 58x 6	45.26	45.26 0%
34/1	1.00	pcs	505202 ring 90/ 155x 4 3xbo 8	140.16	140.16 0%
35/1	1.00	pcs	501298 sleeve 77H7/ 90h8x 40	543.11	543.11 0%
36/1	1.00	pcs	702338 grooved ring 90/110x12	267.44	267.44 0%
37/1	3.00	pcs	702867 countersunk screw DIN 963 M 4x 12	0.91	2.73 0%
38/1	1.00	m	703522 strip sealing adhesive 20/10	12.86	12.86 0%
39/1	3.00	pcs	506610 plate R101/180° 1980/ 6 L397	589.79	1,769.37 0%
40/1	1.00	pcs	10000002 Freight	1,200.00	1,200.00 0%
				<b>Total net</b>	<b>USD 20,360.61</b>
				<b>Including Sales Tax</b>	<b>USD 0.00</b>
				<b>Total gross</b>	<b>USD 20,360.61</b>

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 30 days  
 Delivery: prepaid and add  
 Payment terms: Net 30 days

Best regards

Cedric Anthony  
 Huber Technology, Inc.

Offer: 71015787  
Date printed: 6/5/24  
Page: 3 (7)

## Aftermarket Sales & Service Rates 2024

### Field Service Base Rates

Continental U.S., Mexico and Canada.....	\$160.00 per hour
Outside Continental U.S., Mexico and Canada.....	\$240.00 per hour

### Training

Product Training.....	\$160.00 per hour
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### Travel

Travel (time).....	\$150.00 per hour
Mileage.....	\$0.58 per mile

### Manufacturing/Engineering Services in house

Services include failure analysis of returned hardware.....	\$150.00 per hour
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### Premium Rates

Overtime rate (in excess of 8 hours per day).....	\$240.00 per hour
Standby rate.....	Applicable base rate
Double time rate (Sunday, Holiday, or in excess of 12 hours).....	\$320.00 per hour

### Expenses

Travel and accommodations.....	Actual cost
Per Diem.....	Business Rate Plan 1.. \$64.00 per day
High Cost Area Rate 2..	\$74.00 per day
Service Truck Rate .....	\$80.00 per day
Materials, Equipment Rental, Supplies.....	Actual cost plus 20%
Laboratory testing.....	Actual cost plus 20%

### Fees

Visa, work permits, taxes, user fees or special assessments, etc.....	Actual cost
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### Cancellation Charges

Prior to departure for travel expenses incurred (i.e. airline / change fees).....	Actual cost
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Offer: 71015707  
 Date printed: 6/5/24  
 Page: 4 (7)

## Aftermarket Sales & Service Rates 2024

**Field service Base Rate.** Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, Inc., Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

**Travel.** Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

**Double Time.** Any Sunday or Recognized Huber Technology, Inc. Holiday.

**Transportation.** The customer is responsible for reimbursing Huber Technology, Inc. for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

**Standby rate.** Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

**Accommodations and Meals.** Meals are charged at \$64.00 per day or \$74.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, Inc. for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

**Visa, Work Permits & Local Taxes.** The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

**Warranties.** Per Huber Technology, Inc.'s Terms and Conditions of Sale, Huber Technology, Inc. warrants Field Service work performed at site. "Breach of Warranty" claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, INC. MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, INC.'S TERMS AND CONDITIONS. HUBER TECHNOLOGY, INC. IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, INC. IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

**SCHEDULING – 10 Working Days Notice.** Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, Inc. at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, Inc.

**Insurance.** All Huber Technology, Inc. Service Specialists are insured. Liability Insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Huber Technology, Inc. can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2024

### Hazardous Locations.

Huber Technology, Inc. reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

**Minimum Daily Charge.** For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

**Overtime.** The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

**Recognized Huber Technology, Inc. Holidays** New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

**Expenses.** The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost

break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under \$25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

**Payment.** All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. **Payment is due NET 30 DAYS from the date of invoice.**

**Purchase Orders.** A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, Inc. and must contain the following information:

1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A "confirming-copy" purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.

2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, Inc. before the Service Specialist can continue working.

**Applicable law.** Any purchase order accepted by Huber Technology, Inc. in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA



Offer: 71015787  
Date printed: 6/5/24  
Page: 5 (7)

## Warranty and Returns Policy & Instructions

Huber Technology, Inc. ("Huber") warrants any original Huber part (mechanical or electrical) for a period of:  
A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")

1. Only valid if the product is operated in accordance with the manufacturer's instructions.
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

Or

B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.

1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

- Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
- Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
- Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
- Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
- Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non-transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of original Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. All labor costs associated with the replacement of the part is the responsibility of the owner. The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

### Return of New Wear or Spare Parts:

- Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
- The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber. Returns will not be accepted past thirty (30) days.

• Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.

### Exception:

The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

Offer: 71015787  
Date printed: 6/5/24  
Page: 6 (7)

owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber's receipt of the incorrect part(s).  
warehouse.

The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

Offer: 71015787  
Date printed: 6/5/24  
Page: 7 (7)

## Warranty and Returns Policy & Instructions

### Return of Damaged / Defective Items

- In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: [returns@hhusa.net](mailto:returns@hhusa.net). The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830. Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
- If the damage or defect cannot be verified over the phone or via email contact, the item may be required to be returned to Huber Technology, Inc. for inspection before a determination can be made as to the state of the product.
- The Aftermarket Team will validate the warranty claim for the defective part.
- If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
- The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
- When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

### Return shipping cost

- ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
- UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
- UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

### How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.

- Completely fill out the RMA form.
- Include the completed RMA form in the package along with the item(s) to be returned.
- Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
- Ship the package to:

o o Huber Technology, Inc.  
Aftermarket Sales and Service  
1009 Airline Parkway  
Denver, NC 28037  
Phone: 704.874.8237 Fax 704.896.2830 Email: [service@hhusa.net](mailto:service@hhusa.net)





MACHINING & VALVE  
AUTOMATION SERVICES LLC  
PO BOX 311  
ROYSE CITY TX 75189  
214-502-6432

## QUOTE

DATE	QUOTE #
7/16/2024	2024-100489

ARCHER WESTERN  
1411 GREENWAY DRIVE  
IRVING, TEXAS 75038  
AWTEXASACCOUNTING@WALSHGROUP.COM

ARCHER WESTERN  
1411 GREENWAY DRIVE  
IRVING, TEXAS 75038  
AWTEXASACCOUNTING@WALSHGROUP.COM

REP	TERMS
RICK	NET 30

DESCRIPTION	QTY	COST	TOTAL
6" & 14" PRATT PV's			
PRATT 6" SERIES 600 PLUG VALVE, ANSI CLASS 150#, MECHANICAL JOINT END CONNECTION, CAST IRON BODY, BUNA SEAT, STANDARD PORT WITH BURIED SERVICE GEAR OPERATOR WITH 2" OPERATING NUT.	1	2,325.00	2,325.00
PRATT 14" SERIES 600 PLUG VALVE, ANSI CLASS 150#, MECHANICAL JOINT END CONNECTION, CAST IRON BODY, BUNA SEAT, STANDARD PORT WITH BURIED SERVICE GEAR OPERATOR WITH 2" OPERATING NUT.	1	8,325.00	8,325.00
DELIVERY: 1-2 WEEKS ARO. (SUBJECT TO PRIOR SALE).			
IF EXTRA LABOR OR MATERIALS NOT DESCRIBED ABOVE ARE REQUIRED, THE OWNER WILL BE NOTIFIED FOR APPROVAL BEFORE WORK IS COMPLETED. THIS QUOTE IS GOOD FOR 30 DAYS FROM THE DATE REFERENCED ABOVE. WE THANK YOU FOR CONSIDERING MVA SERVICES FOR YOUR SERVICE NEEDS.			<b>TOTAL</b> \$10,650.00

THANKS  
RICK MELTON  
MVA SERVICES  
SERVICE YOU CAN COUNT ON!  
RICK@MVASERV.COM  
OFFICE 214-502-6432  
CELL 903-456-2964

\*\*\*DUE TO THE CORONA VIRUS OUTBREAK ALL SHIP DATES ARE  
ESTIMATED & NOT GUARANTEED\*\*\*

\*\*\*MATERIAL PRICES MAY INCREASE DUE TO THE MARKET. PRICE IN  
EFFECT AT TIME OF ORDER.\*\*\*

## Mendoza, Ramon

---

**From:** Lange, Austen  
**Sent:** Thursday, June 6, 2024 1:17 PM  
**To:** Mendoza, Ramon  
**Subject:** FW: [EXTERNAL] FW: Pottsboro WWTP 16/SRS Piping  
**Attachments:** RFI-032 piping takeoff.xlsx

**From:** Brad Ketchum <Brad.Ketchum@fortiline.com>  
**Sent:** Thursday, March 21, 2024 12:39 PM  
**To:** Lange, Austen <alange@walshgroup.com>  
**Subject:** FW: [EXTERNAL] FW: Pottsboro WWTP 16/SRS Piping

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you are expecting them and know the content is safe.

Please see pricing below

QTY 1 16"x14" FXF Reducer P-401 lined/ Domestic \$4,144 each  
QTY 1 16" FLG 90 BEND P-401 LINED/PRIMED DOMESTIC \$6,936.26 EACH  
QTY 1 16"X 7'-0" FLG X PE DI SPOOL P-401 LINED/PRIMED DOMESTIC \$3,796.59 EACH  
Qty 2 16" MJ 45 bend (C153) P-401 lined /BIT Domestic \$2,183.82 each  
QTY 1 16" MJ 90 BEND (C153) P-401 LINED /BIT DOMESTIC \$2,775 EACH  
QTY 5 16" MEGALUGS FOR PVC C900 W/316 SST ACC (DOMESTIC) \$651.35 EACH

PLUS FREIGHT ON THE SPOOL

The fittings and megalugs are freight allowed

Let me know

Thanks Brad

**From:** Lange, Austen <alange@walshgroup.com>  
**Sent:** Friday, March 15, 2024 2:45 PM  
**To:** Brad Ketchum <Brad.Ketchum@fortiline.com>  
**Subject:** RE: [EXTERNAL] FW: Pottsboro WWTP 16/SRS Piping

Ok Brad I fixed this takeoff. Added a 90 degree mj and we should only need the 5 megalugs for this.

**From:** Brad Ketchum <Brad.Ketchum@fortiline.com>  
**Sent:** Friday, March 15, 2024 10:30 AM  
**To:** Lange, Austen <alange@walshgroup.com>  
**Subject:** [EXTERNAL] FW: Pottsboro WWTP 16/SRS Piping

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you are expecting them and know the content is safe.

Do you need megalugs on the attached list

From: Lange, Austen <[alange@walshgroup.com](mailto:alange@walshgroup.com)>  
Sent: Friday, March 15, 2024 8:07 AM  
To: Brad Ketchum <[Brad.Ketchum@fortiline.com](mailto:Brad.Ketchum@fortiline.com)>  
Subject: Pottsboro WWTP 16/SRS Piping

Good morning Brad,

We just got back a RFI response for the project and will be needing some piping to be ordered to the project.

Could you please give us a quote on the following pipe and pipe fittings for the project.

These will need to be AIS domestic and line with P401 liner.

Please let me know if you have any questions.

Thank you

Austen Lange  
ARCHER WESTERN CONSTRUCTION  
PROJECT ENGINEER  
Pottsboro WWTP Expansion  
750 Reeves, Rd  
Pottsboro, TX 75076  
Phone 430-235-3869

**CAUTION:** This email originated from outside of Reece. Do not click links unless you recognize the sender and know the content is safe.



C&B Piping, Inc.  
PO Box 942  
Leeds, AL 35094

# INVOICE

Invoice No.	Date
113764	5/16/2023
Refer to Invoice Number 113764	

**SOLD TO:** ARCHER WESTERN (POTTSBORO)  
1411 GREENWAY DRIVE  
IRVING, TX 75038

**SHIP TO:** ARCHER WESTERN (POTTSBORO)  
POTTSBORO WWTP EXP  
210 REEVES ROAD  
RAMON 817-822-0761  
POTTSBORO, TX 75076

Attn:

Attn:

Sales Order	Cust No	Customer PO #	Order Date	Mark Shipment	Terms
0083671-0000	ARC042	222165P0003	3/17/2023	401	NET 30
Sales Rep	Ship Date	Shipped Via	F.O.B. Point	Tracking Number	
SETH FOX	5/16/2023	ODFL	FFA	99965992084	

Quantity				Unit Price		Amount
Item	Order	Ship	B/O	Part Number/Revision	Description	
001		2	2	C040000MJLSETD	4" MJ LONG SLV C153 401/TC USA	443.80
002		9	9	C060000MJLSETD	6" MJ LONG SLV C153 401/TC USA	2,992.60
003		1	1	C080000MJLSETD	8" MJ LONG SLV C153 401/TC USA	438.20
004		9	9	C100000MJLSETD	10" MJ LONG SLV C153 401/TC USA	5,323.50
005		9	9	C140000MJLSETD	14" MJ LONG SLV C153 401/TC USA	11,568.80
<div>RECEIVED DATE MAY 18 2023 OLGA REYNOSO</div> <div>RECEIVED MAY 18 2023 BY: LB</div>						
						20,764.80

C B Piping, Inc. is not responsible for shortages unless marked on the Bill of Lading

## Lange, Austen

**From:** Seth Fox <sfox@cbpiping.com>  
**Sent:** Wednesday, October 11, 2023 1:20 PM  
**To:** Lange, Austen  
**Subject:** RE: [EXTERNAL] RE: 14" MJ wye

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you are expecting them and know the content is safe.

Austen,

Please see the updated pricing for domestic:  
Same terms apply  
Lead time would be 4-6 weeks +/-

QUAN	UNIT	DESCRIPTION	TOTAL WEIGHT	UNIT PRICE
1	EA	14" MJ WYE C153 401/TC USA	465	\$7,620.46

Thank you,



Seth Fox  
Project Manager

**C&B Piping, Inc - Building America Together**  
(o) 205-699-0455  
[www.cbpiiping.com](http://www.cbpiiping.com) [C&B LinkedIn - Follow Us and Stay Updated](#)

**From:** Seth Fox  
**Sent:** Wednesday, October 11, 2023 12:24 PM  
**To:** 'Lange, Austen' <alange@walshgroup.com>  
**Subject:** RE: [EXTERNAL] RE: 14" MJ wye

Austen,

Just remembered this project was domestic! Let me see what I can find that's domestic. Sorry about that!



Seth Fox  
Project Manager

**C&B Piping, Inc - Building America Together**  
(o) 205-699-0455  
[www.cbpiiping.com](http://www.cbpiiping.com) [C&B LinkedIn - Follow Us and Stay Updated](#)



From: Seth Fox  
Sent: Wednesday, October 11, 2023 12:23 PM  
To: 'Lange, Austen' <[alange@walshgroup.com](mailto:alange@walshgroup.com)>  
Subject: RE: [EXTERNAL] RE: 14" MJ wye

Austen,

Please see pricing below:  
Stock in ATL  
Freight: PPA to invoice  
Note: **\*IMPORT\***  
This quote is valid for 30 days.  
Please let me know if you have any questions or concerns.

QUAN	UNIT	DESCRIPTION	TOTAL WEIGHT	UNIT PRICE
1	EA	14" MJ WYE C153 401/TC	465	\$3,791.03

Thank you,



Seth Fox  
Project Manager

C&B Piping, Inc - Building America Together  
(o) 205-699-0455  
[www.cbpipec.com](http://www.cbpipec.com) [C&B LinkedIn - Follow Us and Stay Updated](#)

From: Lange, Austen [<mailto:alange@walshgroup.com>]  
Sent: Wednesday, October 11, 2023 11:37 AM  
To: Seth Fox <[sfox@cbpipec.com](mailto:sfox@cbpipec.com)>  
Subject: RE: [EXTERNAL] RE: 14" MJ wye

Thank you!

From: Seth Fox <[sfox@cbpipec.com](mailto:sfox@cbpipec.com)>  
Sent: Wednesday, October 11, 2023 11:30 AM  
To: Lange, Austen <[alange@walshgroup.com](mailto:alange@walshgroup.com)>  
Subject: [EXTERNAL] RE: 14" MJ wye

**CAUTION:** This email originated from outside the organization. Do not click links or open attachments unless you are expecting them and know the content is safe.

Checking on this now!

Will advise.



Seth Fox  
Project Manager

**C&B Piping, Inc - Building America Together**  
(o) 205-699-0455  
[www.cbiping.com](http://www.cbiping.com) [C&B LinkedIn - Follow Us and Stay Updated](#)

From: Lange, Austen [<mailto:alange@walshgroup.com>]  
Sent: Wednesday, October 11, 2023 11:25 AM  
To: Seth Fox <[sfox@cbiping.com](mailto:sfox@cbiping.com)>  
Subject: 14" MJ wye

Seth,

I am in need of a 14" mj wye that is p401 lined for our project here in Pottsboro TX.

If you can provide this for me I would appreciate it greatly.

Could you also give an approximate delivery time if you are able to help me out with this?

Thank you

Austen Lange  
**ARCHER WESTERN CONSTRUCTION**  
**PROJECT ENGINEER**  
Pottsboro WWTP Expansion  
750 Reeves, Rd  
Pottsboro, TX 75076  
Phone 430-235-3869



INVOICE  
SEND ALL PAYMENTS TO:  
SUNBELT RENTALS, INC.  
PO BOX 409211  
ATLANTA, GA 30384-9211

check request

INVOICE NO.	137664514-0001
ACCOUNT NO.	3102451
INVOIC DATE	4/03/23
PAGE	1 of 1

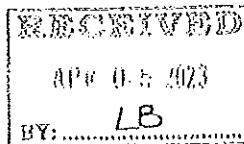
INVOICE TO

1oz-4923-4990  
ARCHER WESTERN-TEXAS REGION  
1411 GREENWAY DR  
EM-JEFF VONDEMKAMP  
IRVING, TX 75038

JOB ADDRESS  
NEW LAKE TEXOMA PIPELINE  
750 REEVES RD  
POTTSBORO, TX 75076 7009  
903-227-9668

RECEIVED BY CASTILLO, MARTIN	CONTRACT NO. 137664514
PURCHASE ORDER NO.	
NR/ CORY ELLIS	
JOB NO. 222165	
BRANCH SHERMAN TX PC1079 910 S SAM RAYBURN FWY SHERMAN, TX 75090 7857 903-209-4923	

QTY	EQUIPMENT #	Min	Day	Week	4 week	Amount
1.00	18,500LB MINI EXCAVATOR CAB	425.00	425.00	1176.00	2625.00	850.00
	10020121 Make: JCB Model: 85Z Ser #: 2563575					
	HR OUT: 2153.700 HR IN: 2166.000 TOTAL: 12.300					
	Billed from 3/30/23 thru 3/31/23					
1.00	18" COMPACT EXCAVATOR BUCKET					N/C
	** grade plate **					
	Rental Sub-total:					850.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	TXHEIT10792023	EA	1.730			1.73
	TX UNIT PROPERTY TAX					
1	TXDS2	EA	12.750			12.75
	TEXAS DIESEL SURCHARGE					
	DELIVERY CHARGE					175.00
	PICKUP CHARGE					175.00
	FINAL BILL: 3/30/23 07:00 AM THRU 3/31/23 02:45 PM.					



Equipment. Service. Guaranteed.

REMIT TO:

SUNBELT RENTALS, INC.  
PO BOX 409211  
ATLANTA, GA 30384-9211

2 1/2 % NET 30  
Invoices not paid within 30 days may be subject to a 1-1/2%  
per month charge.

RAYMOND POTRAWSKI raymond.potrawski@sunbeltrentals.com

SUBTOTAL	1,214.48
SALES TAX	99.01
INVOICE TOTAL	1,313.49

RENTAL RETURN



# PLUMMER

## PROPOSED CONTRACT MODIFICATION

PROJECT: City of Pottsville WWTP Expansion to 0.65 MGD  
PROJECT NUMBER: 1119-002-04  
OWNER: City of Pottsville  
CONTRACTOR: Archer Western  
ENGINEER: Plummer Associates

NO. 3

DESCRIPTION: Grading Plan Changes -- Retaining Wall

### NOTIFICATION BY ENGINEER

The Engineer 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: Chelsea Leger, P.E.

Date: July 11, 2024

### CONTRACTOR'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.
- ☐ Proposed Contract Modification is not accepted.

By: 

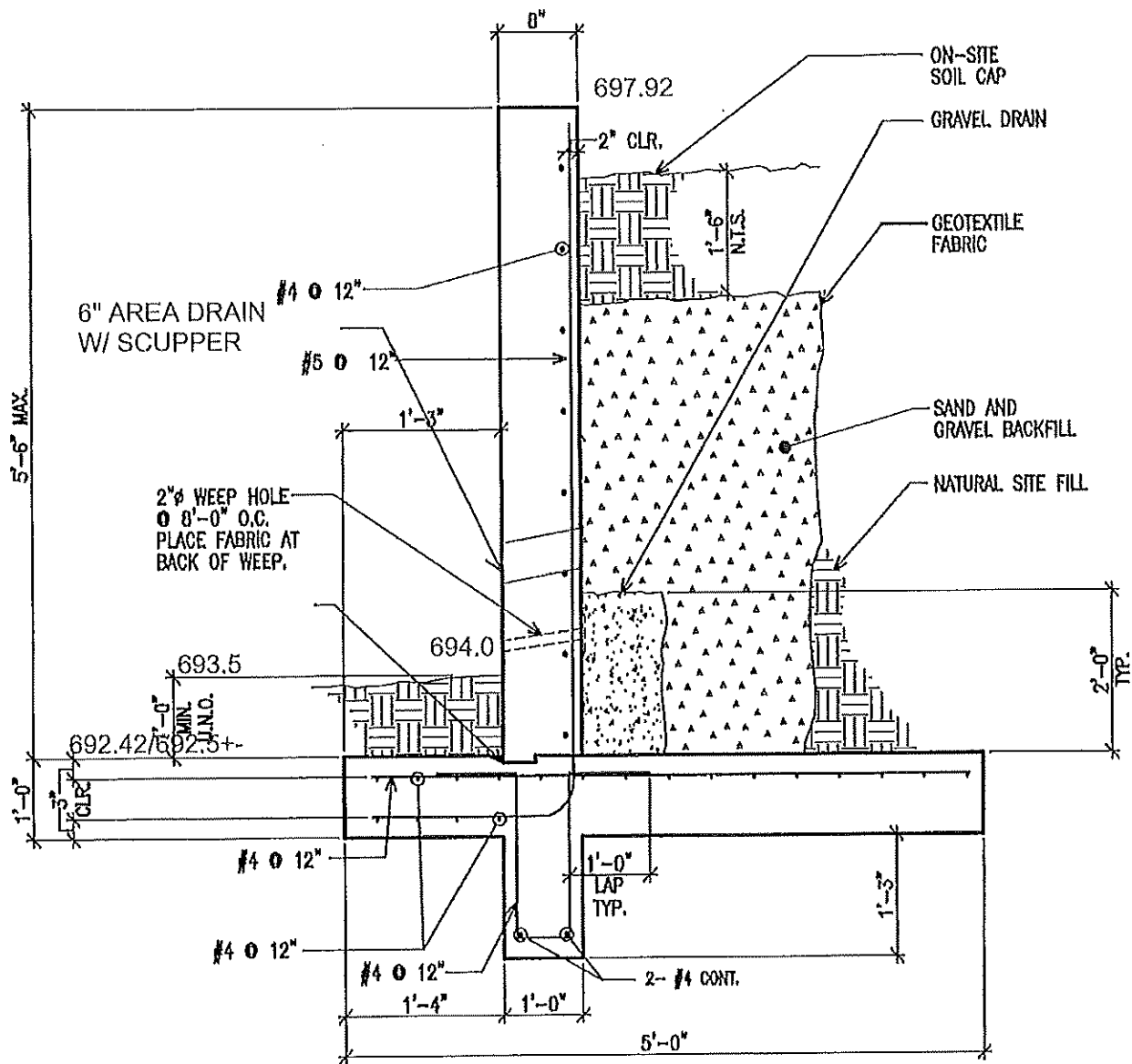
Date: July 11, 2024

## CONTRACTOR'S MODIFICATION REQUEST

## ATTACHMENT A SCOPE OF WORK

The proposed scope of grading changes includes:

- 1) Construction of a retaining wall between chlorine contact basin 2 and final clarifier 2 to reduce the grade and make the area mowable at the top of wall, provide crushed aggregate at the bottom of wall.



**FWN&A**  
**Structural Engineering**  
 Frank W. Neal & Assoc., Inc.  
 1016 W. Broadway Ave.  
 Fort Worth, TX 76104

817-332-1944  
 fwna-eng.com  
 Texas Firm Reg. No. F-296

Retaining Wall Detail For:

Project Name

Project Address

REVISIONS

△

△

△

DATE:  
06-28-24

SHEET #

**SK1**

FWNA PROJECT # 22113503





## Archer Western Construction, LLC

A Member of the Walsh Group

October 1, 2024

Chelsea Billingsley

RE: Pottsboro WWTP Expansion to 0.65 MGD– CMR-03 – Grading Plan Changes – Retaining Wall

Dear Mrs. Billingsley,

Archer Western is requesting the following amendment to the contract related to the Pottsboro WWTP Expansion to 0.65 MGD project:

Please issue a change order for \$13,878.00 to make changes as noted in the attached CMR-02.

If you have any questions or require additional information, do not hesitate to contact myself, Austen Lange, Jason Davis, or Jeff Polak.

Sincerely,

*Ramon Mendoza*

Project Manager  
Archer Western Construction, LLC

Cc: Jeff Polak  
Jason Davis  
Frank Eiler  
Blake Harris  
File





2/Clarifier 2 Retaining Wall

DESCRIPTION: FRP a cast in place retaining wall between Chlorine Contact Basin 2 and Clarifier 2, add a pad around the Scum PS, regrade site per revised area grading plan.

Amount Requested: \$13,878

Add'l Days Requested: 0

Description	Qty	Unit	Unit Price	Labor	Material	Equipment	Subcontractor	Totals
<b>LABOR</b>								
Project Management ST	4	HR	\$150.00	\$600.00				\$600.00
Superintendent ST	8	HR	\$125.00	\$1,000.00				\$1,000.00
Field Engineer ST	4	HR	\$85.00	\$340.00				\$340.00
Equipment Operator	16	HR	\$65.00	\$1,040.00				\$1,040.00
Carpenters (FRP Footing/Wall)	64	HR	\$55.00	\$3,520.00				\$3,520.00
		HR						\$0.00
								\$0.00
<b>MATERIAL</b>								
Concrete (Footing & Retaining Wall, paving around manhole)	6	CY	\$175.00		\$1,050.00			\$1,050.00
Reinforcing Steel	2	TN	\$350.00		\$700.00			\$700.00
Rip Rap	1	LD	\$400.00		\$400.00			\$400.00
12" Area drain	1	EA	\$589.79		\$589.79			\$589.79
<b>EQUIPMENT</b>								
Loader - Haul Spread Rock	0.15	MO	\$2,625.00			\$393.75		\$393.75
Mini Excavator - dig swale	0.15	MO	\$2,240.00			\$336.00		\$336.00
								\$0.00
<b>SUBCONTRACT</b>								
		LS	\$0.00				\$0.00	\$0.00
<b>MISCELLANEOUS ITEMS</b>								
Concrete Testing	1	LS	\$500.00				\$500.00	\$500.00
<b>DIRECT COSTS:</b>				\$6,500.00	\$2,739.79	\$729.75	\$500.00	\$10,469.54
Small Tools @ 10% of Labor				\$650.00				\$650.00
Safety @ 5% of Labor				\$325.00				\$325.00
Equipment Operating Expense @ 50% of Equipment						\$364.88		\$364.88
<b>DIRECT &amp; INDIRECT COSTS:</b>				\$7,475.00	\$2,739.79	\$1,094.63	\$500.00	\$11,809.42
OH&P @ 15% of Direct & Indirect Costs				\$1,121.25	\$410.97	\$164.19	\$100.00	\$1,796.41
<b>SUBTOTALS:</b>				\$8,596.25	\$3,150.76	\$1,258.82	\$600.00	\$13,606
Insurance and Bond @2%								\$272.12
<b>TOTAL AMOUNT THIS COST PROPOSAL SUMMARY</b>								<b>\$13,878</b>

## CMR-04 Credit for using out of specification Air Release Valve

Project Name:  Project No:   
Project Owner:  Initiated By: ☐ Owner  
Engineer:  ☐ Engineer  
Engineer Project Number:  ☒ Contractor  
Contractor:  Date:   
Attention

The following change in the contract on this project is proposed  
• Work shall not commence until authorized by the OWNER.

### Description of the Proposed Change:

#### CMR-04 Credit for using out of specification Air Release Valve

Credit to use Out of specification air release valve.

BY

All work shall be in accordance with the terms, stipulations, & conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

☐ Accepted ☐ Rejected

☒ Increased ☐ Decreased ☒ Unchanged

by 0 calendar days

This change will: ☐ Add ☒ Deduct ☐ Not Change

Comments:

BY (Consultant Name):

DATE

Owner's Action:

☐ Accepted ☐ Rejected

GENERAL CONTRACTOR

BY (Owner)

DATE

Date



# FORTILINE

WATERWORKS

a MORSCO company

15850 Dallas Pkwy  
Dallas, TX 75248  
Payment Inquiries 704-788-9800



## INVOICE

INVOICE NUMBER: 6304165  
BILL OF LADING: 15985  
INVOICE DATE: 3/05/24  
DUE DATE: 4/03/24

Please Remit Payment To:  
PO. Box 841499  
Dallas, Texas 75284-1499

Federal Tax ID# 57-0819190

### Warehouse:

FORTILINE TULSA  
8227 WEST 81ST ST. SOUTH  
TULSA, OK 74131  
Telephone: 918-445-0005


SOLD TO

ARCHER WESTERN CONSTRUCTION  
PO BOX 841499  
DALLAS, TX  
75284

SHIP TO

ARCHER WESTERN CONSTRUCTION  
POTTSBORO WWTP EXPANSION  
219 REEVES ROAD  
POTTSBORO, TX 75076

BRANCH NO	FROM CONTRACT	ORDER NO	SHIPPING METHOD	CUSTOMER NO	TERMS		
036		6304165	Direct	206808	NET 30 DAYS		
PO NO	JOB NAME	JOB NO	SLS	DUE DATE	SHIP DATE		
222165	POTTSBORO WWTP	POTTSBO	BJK	4/03/24	2/27/24		
PRODUCT NO	DESCRIPTION	UOM	ORDERED	SHIPPED	BACK ORDERED	UNIT PRICE	EXTENDED PRICE
09605755346	2" ARI MODEL THREADED STAINLESS STEEL BODY COMBINATION AIR VALVE FOR WASTEWATER 2" OUTLET NON-SLAM 1.5-250 PSI AIS COMPLAINT P/N D26TSSNS02	EA	6	3	3	3846.6700	11,540.01
<div>RECEIVED MAR 05 2024 BY: LB</div>							



FORTILINE offers online payments and access to invoice copies for your convenience at <http://Fortiline.Billtrust.com>.

REGISTER TO ACCESS YOUR ONLINE ACCOUNT AT <http://FORTILINE.BILLTRUST.COM>

*Online Payments, View and Download Invoices and Statements.*

NO RETURNS ACCEPTED WITHOUT PRIOR AUTHORIZATION. AUTHORIZED RETURNS ARE SUBJECT TO RESTOCKING FEES.  
SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CLAIMS MUST BE FILED WITH THE CARRIER.

For TERMS and CONDITIONS of sale, please visit <http://www.fortiline.com>

AMOUNT DUE	\$11,540.01
TAX	\$0.00
FREIGHT	\$124.97
OTHER	\$0.00
<b>TOTAL DUE</b>	<b>\$11,664.98</b>

TO VIEW AND PAY ONLINE:	Fortiline.com	USE THIS ENROLLMENT TOKEN:	XHM SSG SWH
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**DeZURIK  
QUOTATION**

To: ARCHER WESTERN CONTRACTORS  
1411 GREENWAY DRIVE  
IRVING TX 75038  
United States

Invoice Terms: Net 30

Days Valid: 30 day(s)

Delivery Terms: FFA, Prepaid and Allow

Date of Quote: 10/14/2024

Quote Number: QUO139315

Project Name: COMBO ARV's Pottsboro WWTP Expansion.

I.D. (Rep. Use):

Line of Business: 4952 Sewage Treatment

Make Order To: DeZURIK, INC.  
C/O ENVIRONMENTAL IMPROVEMENTS  
INC  
1183 BRITTMORE SUITE 100  
HOUSTON TX 77043  
United States  
Joey Justice  
Tel/Direct: 713.461.1111  
jjjustice@ei2water.com

**Currency and Values expressed in USD (\$)**

ANY PURCHASE ORDER ISSUED AS A RESULT OF THIS QUOTATION IS SUBJECT TO ALL OF THE MANUFACTURER'S CONDITIONS SET FORTH IN THIS DOCUMENT HEREOF, REASONABLE CONTRACT LANGUAGE NEGOTIATIONS AND FINAL ACCEPTANCE BY DEZURIK AT SARTELL, MN USA. UNLESS OTHERWISE NOTED, QUOTATIONS ARE VALID FOR 30 DAYS. UNTIL ACCEPTANCE OF ORDER, QUOTED PRICES AND DELIVERY ARE SUBJECT TO CHANGE. UNLESS OTHERWISE NOTED, PRICES ARE FIRM FOR SHIPMENT OF GOODS WITHIN 12 MONTHS FROM THE RELEVANT QUOTATION DATE. OUR PRICES ARE BASED ON CURRENT PRICES FOR MATERIAL. IF A SIGNIFICANT MATERIAL PRICE INCREASE OCCURS BETWEEN ORDER ACCEPTANCE AND SHIPMENT DATE, GOODS SCHEDULED TO SHIP BEYOND 12 MONTHS OF THE QUOTATION DATE ARE SUBJECT TO A PRICE ADJUSTMENT BY THE AMOUNT NECESSARY TO COVER SUCH AN INCREASE.

Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
1		1	9686668 ASU,2,SCAV,F1,S2,R516-NBR-S2-S2-S2,DTR*BKF*Y02617 Style: ASU - Single Body Sewage Combination Air Valve (ASU) Size: 2 - 2 Inch (50mm) Body Style: SCAV - Clean or Wastewater Service to 150 PSI End Connection: F1 - Flanged Inlet; ASME Class 150; up to 275 PSI Body Material: S2 - 316 Stainless Steel Orifice Size: R516 - 5/16" Orifice; to 150 PSI Seat Seal: NBR - Acrylonitrile-Butadiene (NBR) Disc Float Material: S2 - 316 Stainless Steel Shaft Material: S2 - 316 Stainless Steel Frame Material: S2 - 316 Stainless Steel Options: DTR - DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report Other Accessories: BFK - Backflush Kit - 200 PSI Maximum Weight (Approx): 89 lbs/ 41 kgs Min Valve Pressure: 2 psig Max Temperature: 180 Degrees F. Max Valve Pressure: 150 psig	\$7,939.25	\$7,939.25

# DeZURIK QUOTATION



Line#	Cust. Line #	Qty	Order Code	Unit Price	Total Price
			Modification: Y02617 - VALVES MUST CONFORM TO H.R. 3547 CONSOLIDATED APPROPRIATIONS ACT, 2014 SECTION 436. ANY PROJECT WITH STATE REVOLVING FUNDS REQUIRES MAJOR IRON & STEEL COMPONENTS BE PRODUCED IN THE U.S. WITH MELTED IRON & STEEL. (SEE TEXT).		
2		1	9XXXXXX ASC,2,440,T1,DI,R532-NBR-S2-S2-S2,DTR-SB16*BFK*Y02617 Style: ASC - Single Body Sewage Combination Air Valve (ASC) Size: 2 - 2 Inch (50mm) Body Style: 440 - 1.2-4" Single Body, NPT Outlet; 6" Plain Outlet with Hood End Connection: T1 - Threaded Inlet NPT Body Material: DI - Ductile Iron Orifice Size: R532 - 5/32" Orifice; 11-300 PSI Seat/Needle Material: NBR - Acrylonitrile-Butadiene (NBR) Plug/Float Material: S2 - 316 Stainless Steel Float Lever Material: S2 - 316 Stainless Steel Leverage Frame Material: S2 - 316 Stainless Steel Options: DTR - DeZURIK Standard Certified Production Hydrostatic Shell and Seat Test Report Options: SB16 - 316 Stainless Steel Bolting Coating: L41LD1 - 12 mils minimum of Blue Fusion Bonded Epoxy on Interior and Exterior with SP5 Surface Prep Other Accessories: BFK - Backflush Kit - 200 PSI Maximum Weight (Approx): 100 lbs/ 46 kgs Min Valve Pressure: 11 psig Max Valve Pressure: 300 psig Modification: Y02617 - VALVES MUST CONFORM TO H.R. 3547 CONSOLIDATED APPROPRIATIONS ACT, 2014 SECTION 436. ANY PROJECT WITH STATE REVOLVING FUNDS REQUIRES MAJOR IRON & STEEL COMPONENTS BE PRODUCED IN THE U.S. WITH MELTED IRON & STEEL. (SEE TEXT).	\$3,286.25	\$3,286.25
<b>Total</b>					<b>\$11,225.50</b>

\*Estimated manufacturing lead times included in this quotation are defined as "after release of order to production" (ARO) and are subject to change based upon availability of parts and manufacturing capacity at the time the goods are released to production. Production orders are considered released to production upon receipt. Manufacturing lead times do not include transit lead times. Estimated lead times are based upon the items and quantities listed on the quotation. Any changes to order codes and/or quantities may result in changes to manufacturing lead times.

**Quote Comments:**



## MANUFACTURER'S CONDITIONS

These conditions apply to all quotations, orders and contracts for DeZURIK, Inc. ("we," "us" or "our")

**1. CONSTRUCTION AND LEGAL EFFECT:** Our sale to you (defined as the purchaser of goods from us), is limited to and expressly made conditional on your assent to these typed and printed terms and conditions of sale, the face and reverse side hereof ("These Terms"), all of which form a part of the agreement to sell and which supersede and reject all prior writings (including your order), representations, negotiations with respect hereto and any conflicting terms and conditions of yours, any statement therein to the contrary notwithstanding. The sending of the purchase order for the goods referred to herein, whether or not signed by you, or your acceptance of the goods or payment operates as acceptance by you of These Terms. In case of conflict between These Terms and the terms of your purchase order or acceptance, These Terms govern; any different or conflicting terms submitted by you in any purchase order or acceptance shall be deemed objected to by us and shall be of no effect unless specifically agreed to by us in writing. We will furnish only the quantities and goods specifically listed on the face hereof or the pages attached hereto., or any updates or modifications to the same purchase order. We assume no responsibility for other terms or conditions or for furnishing other equipment or material shown in any plans and/or specifications for a project to which the goods quoted or ordered herein pertain or refer. Our published or quoted terms and conditions are subject to change without notice prior to acceptance of order.

**2. PRICES:** Unless otherwise noted on the face hereof, quotations are valid for 30 days, prices are net, FCA Incoterms 2020 our factory. Stenographic, clerical, and mathematical errors are subject to correction. Until acceptance of order on These Terms, quoted prices and delivery are subject to change. Thereafter, unless otherwise noted, prices are firm for shipment of goods within 12 months from the relevant quotation date. Our prices are based on current prices for material. We will endeavor to obtain the lowest pricing on materials from our suppliers, but if a significant material price increase occurs between order acceptance and shipment date, goods scheduled to ship beyond 12 months of the quotation date are subject to a price adjustment by the amount necessary to cover such increase.

**3. DELIVERY:** Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change. Quoted lead times are figured from the later of date of acceptance of order on These Terms or from the date of receipt of complete technical data and approved drawings as such may be necessary. We shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers or delays from labor difficulties, shortages, strikes or stoppages of any sort, failure or delay in obtaining materials, customer requested order changes, fires, floods, storms, accidents, government restrictions, epidemics, pandemics, causes designated acts of God or force majeure by any statute or court of law or other causes beyond our reasonable control.

**4. SHORTAGE, DAMAGE, ERRORS IN SHIPMENT:** Our responsibility ceases upon delivery to carrier. Risk of loss, injury or destruction of property, shall be borne by you from and after our delivery to carrier, and such loss, injury or destruction shall not release you from the obligation to pay the purchase price. You shall note receipt for goods that are not in accordance with bill of lading or express receipt and you shall make claim against such carrier for any shortage, damage or discrepancy in the shipment per the ICC Code for Freight Claims promptly. You shall inspect and examine all items and goods covered by the order when unpacking crated or boxed goods, and if damage is discovered, leave as is until the carrier's agent makes examination and notation on freight or express bill of concealed damage. We will render reasonable assistance to help trace and recover lost goods and collect just claims as a business courtesy, but without obligation. We do not guarantee safe delivery.

**5. TAXES:** Our prices do not include sales, use, excise, occupation, processing, transportation or other similar taxes which we may be required to pay or collect with respect to any of the materials covered hereby under existing or future law. Consequently, in addition to the price specified herein, such taxes shall be paid by you, or you shall provide us with a tax exemption certificate acceptable to the appropriate taxing authorities. You shall also assume and pay any import or export duties and taxes, with respect to the materials covered by the order, and shall hold harmless and reimburse us therefrom.

**6. CREDIT AND PAYMENT:** Unless otherwise noted on the face hereof, payment of goods shall be 100% thirty (30) days net in US dollars. Payment shall be made: (a) in full without set-off, counterclaim, or withholding of any kind; and (b) not contingent on payment from or approval of any third party. Prorated payments shall become due with partial shipments. We reserve the right at any time to suspend credit or to change credit terms provided herein, when, in our sole opinion, your willingness or ability to pay your obligations to us is in doubt. Failure to pay invoices at maturity date, at our election, makes all subsequent invoices immediately due and payable irrespective of terms, and we may withhold all subsequent deliveries until the full account is settled and we shall not, in such event, be liable for non-performance of contract in whole or in part. You agree to pay, without formal notice, 1.5% per month of the amount not paid when due, provided that, if such rate is in excess of applicable governing law, you agree to pay the maximum permitted rate.

**7. CANCELLATIONS AND CHANGES:** Orders which have been accepted by us are not subject to your cancellation or changes in specifications, except upon our written consent, and we may require, as a condition of such consent, appropriate modification charges and adjustments in price, delivery schedule and other relevant terms, and in the case of cancellation, cancellation charges. In the event we accept your cancellation, you shall be liable for a cancellation charge equal to the higher of (i) 25% of the purchase price of the item(s), or (ii) any loss or cost incurred by us, including, but not limited to, cost of materials, labor, engineering, reconditioning and reasonable overhead.

**8. DEFERRED SHIPMENT:** If shipment is deferred at your request, payment of the contract price shall become due when you are notified that the equipment is ready for shipment. If you fail to make payment and/or furnish shipping instructions, we may either extend time for so doing or cancel the contract. In case of deferred shipment at your request, storage and other reasonable expenses attributable to such delay shall be payable by you.

**9. LIMITED WARRANTY:** Products, auxiliaries and parts thereof that we manufacture for a period of twenty-four (24) months from the date of shipment from our factory, are warranted to the original purchaser only against defective workmanship and material, but only if properly stored, installed, operated, and serviced in accordance with our recommendations and instructions. For items proven to be defective within the warranty period, your exclusive remedy under this limited warranty is repair or replacement of the defective item, at our option, FCA Incoterms 2020 our facility with removal, transportation, and installation at your cost. Products or parts manufactured by others but furnished by us are not covered under this limited warranty. We may provide repair or replacement for other's products or parts only to the extent provided in and honored by the original manufacturer's warranty to us, in each case subject to the limitations contained in the original manufacturer's warranty. No claim for transportation, labor, or special or consequential damages or any other loss, cost or damage is being provided in this limited warranty. You shall be solely responsible for determining suitability for use and in no event shall we be liable in this respect. This limited warranty does not warrant that any product or part we manufacture is resistant to corrosion, erosion, abrasion or other sources of failure, nor do we warrant a minimum length of service. Your failure to give written notice to us of any alleged defect under this warranty within twenty (20) days of its discovery, or attempts by someone other than us or our authorized representatives to remedy the alleged defects therein, or failure to return product or parts for repair or replacement as herein provided, or failure to store, install, or operate said products and parts according to the recommendations and instructions furnished by us shall be a waiver by you of all rights under this limited warranty. This limited warranty is voided by any misuse, modification, abuse or alteration of our product or part, accident, fire, flood or other Act of God, or your failure to pay entire contract price when due. The foregoing limited warranty shall be null and void if, after shipment from our factory, the item is modified in any way or a component of another manufacturer, such as but not limited to; an actuator is attached to the item by anyone other than our factory authorized service personnel. All orders accepted shall be deemed accepted subject to this limited warranty, which shall be exclusive of any other or previous warranty, and this shall be the only effective guarantee or warranty binding on us, despite anything to the contrary contained in the purchase order or represented by any agent or employee of ours in writing or otherwise, notwithstanding, including but not limited to implied warranties.

THE FOREGOING REPAIR AND REPLACEMENT LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES, INCLUDING, BUT NOT LIMITED TO, ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED IN FACT OR BY LAW, AND STATE OUR ENTIRE AND EXCLUSIVE LIABILITY AND YOUR EXCLUSIVE REMEDY FOR ANY CLAIM IN CONNECTION WITH THE

**SALE AND FURNISHING OF SERVICES, GOODS OR PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION OR OPERATIONS. NEITHER ANY PERFORMANCE OR OTHER CONDUCT, NOR ANY ORAL OR WRITTEN INFORMATION, STATEMENT OR ADVICE PROVIDED BY US OR ANY OF OUR EMPLOYEES OR AGENTS WILL CREATE A WARRANTY, OR IN ANY WAY INCREASE THE SCOPE OR DURATION OF THIS LIMITED WARRANTY.**

**10. INTELLECTUAL PROPERTY:** We shall indemnify and hold you harmless from any amount that you are required to pay to a third-party pursuant to final, non-appealable court order as a result of such third-party's claim that a product sold hereunder infringes any United States patent or copyright of such third party; provided that our obligation of indemnification is contingent upon (a) your notifying us in writing of any such claim within 20 days of receipt thereof, (b) your providing us with exclusive control of the defense and/or settlement thereof, and (c) your cooperating with us in such defense and/or settlement. In the event of such a successful infringement claim by the third party, at our option, we shall either (i) modify the product sold hereunder so that it performs comparable functions without infringement, (ii) obtain a royalty-free license for you to continue using the infringing product or (iii) refund to you the then-depreciated fair market value of the infringing component. We shall have no obligation under this Section to the extent a claim is based upon (a) the combination, operation or use of the product with equipment, products, hardware, software, systems or data that was not provided by us, if such infringement would have been avoided in the absence of such combination, operation or use, or (b) your use of the product in any manner inconsistent with our written materials regarding the use of such product. This Section states our entire liability and your exclusive remedy with respect to any alleged infringement arising from the use of the products sold hereunder or any part thereof and is subject to the other limitations contained in These Terms.

**11. LIMITATION OF LIABILITY:** IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGE TO OR LOSS OF OTHER PROPERTY OR EQUIPMENT, BUSINESS INTERRUPTION, COST OF SUBSTITUTE PRODUCTS, LOSS OF TIME, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, LOSS OF USE, OR DIMINUTION IN VALUE) WHATSOEVER, AND OUR LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE CONTRACT PRICE FOR THE GOODS AND/OR SERVICES FOR WHICH LIABILITY IS CLAIMED. ANY ACTION FOR BREACH OF CONTRACT BY YOU, OTHER THAN RIGHTS RESPECTING OUR LIMITED WARRANTY DESCRIBED IN SECTION 9 ABOVE, MUST BE COMMENCED WITHIN 12 MONTHS AFTER THE DATE OF SALE.

**12. EXPORT CONTROL COMPLIANCE:** You agree and acknowledge that the products are sold in accordance with U.S. export control and sanctions laws, regulations and orders, as they may be amended from time to time. You agree to ascertain and comply with all applicable export and re-export obligations and restrictions, including without limitation, U.S. export and re-export controls under the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury, Office of Foreign Assets Control (collectively, "U.S. Export Control Laws"). If you are conducting the export from the United States or the re-export from a country outside the United States, you shall comply with such U.S. Export Control Laws and obtain any license or other authorization required to export or re-export the products and related technology. We shall reasonably cooperate and exercise reasonable efforts, at your expense, to support you in obtaining any necessary licenses or authorizations. You shall not export or re-export the products and/or related technology to any country or entity to which such export or re-export is prohibited, including, but not limited to any country or entity under sanction or embargoes administered by the United States. Any diversion contrary to the law of the United States is prohibited. You will not take, and will not solicit us to take, any action that would violate any anti-boycott or any export or import statutes or regulations of the United States or other governmental authorities, and shall defend and indemnify us for any loss or damage arising out of or related to such actions.

**13. GENERAL COMPLIANCE WITH LAWS:** In addition to your obligations under Section 12 above, you represent and warrant that, in performing your duties under this Agreement, you will comply with, at your sole expense, all applicable laws and regulations of any governmental authority, including, but not limited to your duties involving any required registrations, requirements as to product contents, packaging and labeling, restraint of trade, consumer laws, data privacy, export regulations, and environmental laws. You agree and acknowledge you have had an opportunity to obtain legal advice regarding, and currently comply with, all applicable legal requirements that prohibit unfair, fraudulent or corrupt business practices, including, but not limited to the U.S. Foreign Corrupt Practices Act (FCPA) as well as U.S. and other legal requirements that are designed to combat terrorism and terrorist activities. In addition, neither you nor any of your equity interest owners, officers or directors are named as a "specially designated national" or "blocked person" as designated by the United States Department of the Treasury's Office of Foreign Assets Control under the U.S. PATRIOT Act.

**14. INDEMNIFICATION BY YOU.** You will indemnify, defend and hold us and our corporate parents and other affiliates and their respective officers, directors, stockholders, members, insurers, attorneys, employees, agents, successors, predecessors, assigns, heirs and personal representatives harmless against any and all liability, claims, suits, actions, losses, liabilities, damages, costs and legal fees arising out of or related to: (i) any conduct of you or any related party as described in Sections 12 or 13 above; or (ii) your breach of any other provision herein.

**15. PROPRIETARY INFORMATION:** All specifications, drawings, data, manuals, designs, information, ideas, methods, patterns and inventions made, conceived, developed or generated by us incident to the procurement or performance of this order ("Work Product") will vest in, inure to and be the sole property of us. You will not copy, publish or otherwise disclose, in whole or in part, to others such Work Product without the express prior written permission of us. You will not use information furnished hereunder for any purpose other than for operation and maintenance of the goods and services or for any purpose other than as explicitly intended by us. The rights and obligations in this Section 15 will survive termination or expiration of this order.

**16. ARBITRATION:** Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The venue for such proceedings shall be St. Cloud, MN.

**17. TEXAS WAIVER OF CONSUMER RIGHTS:** If you are entitled to its protection, you hereby agree to waive your rights under the Deceptive Trade Practices-Consumer Protection Act, Section 17.41 et seq., Business & Commerce Code, a law that gives consumers special rights and protections. You warrant that, after consultation with an attorney of your own selection, you voluntarily consent to this waiver.

**18. APPLICABLE LAW:** The rights and duties of the parties shall be governed by the laws and exclusive jurisdiction of the State of Minnesota without regard to the conflict of law principles thereof. You agree the United Nations Convention on Contracts for the International Sale of Goods or any subsequently enacted treaty or convention shall not apply to These Terms.

**19. NO OTHER CONTRACT PROVISIONS; OTHER:** These Terms reflect the entire agreement with respect to the products. Terms and conditions of your order shall be without force and effect, except to the extent identical herewith. No dealer, broker, branch manager, agent, employee or representative of ours has any power of authority except to take orders for our products and to submit the same to us, at our factory, for our approval and acceptance on the terms herein or rejection. There are no representations, agreements, obligations, or conditions, expressed or implied, statutory or otherwise, relating to the subject matter hereof, other than herein contained. DeZURIK, Inc. and related terms (we, us and our) shall refer to DeZURIK, Inc. and its affiliates. If any provision hereof is invalid or not enforceable under applicable law, the remaining provisions shall remain in full force and effect. Any assignment of your rights hereunder without our consent (which shall not be unreasonably withheld) shall be void. These Terms shall be binding on your successors and assigns. Our failure to require your performance of any of These Terms shall not serve as a waiver of or diminish our rights to require strict performance of such provision or These Terms.

## **AGENDA ITEM XVIII**



# **GREATER TEXOMA UTILITY AUTHORITY**

## **AGENDA COMMUNICATION**

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**DATE:** January 24, 2025

**SUBJECT:** AGENDA ITEM NO. XVIII

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

**CONSIDER AND ACT UPON A PROFESSIONAL SERVICE AGREEMENT WITH FREESE AND NICHOLS, INC. FOR THE CGMA REGIONAL WATER SYSTEM MASTER PLAN.**

**ISSUE**

Consider and act upon a professional service agreement with Freese and Nichols, Inc. for the CGMA Regional Water System Master Plan.

**BACKGROUND**

With the rapid expansion of CGMA Cities, the Authority recognizes the need to update the Master Plan for the CGMA Regional Water System. This Master Plan will serve as a strategic framework, identifying the necessary future projects to ensure the system continues to meet the growing demands of the cities.

**CONSIDERATIONS**

Following a competitive Request for Qualifications (RFQ) process, the Authority and CGMA have selected Freese and Nichols, Inc. (FNI) to provide professional services for the CGMA Regional Water System. After discussions regarding the project scope, FNI has submitted a proposed scope of work and a Professional Services Agreement to the Authority, with a not-to-exceed amount of \$267,000.

**STAFF RECOMMENDATIONS**

The Authority Staff approving the Professional Service Agreement.

**ATTACHMENTS**

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by Greater Texoma Utility Authority (Client) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for Client and Client utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as CGMA Regional Water System Master Plan.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services under this Agreement for a lump sum fee of \$242,000.00 for Basic Services and for a not to exceed fee of \$25,000.00 for Special Services.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the Client and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Tarrant County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is December 4, 2024.

Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the Client and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the Client and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

**GREATER TEXOMA UTILITY AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**FREESE AND NICHOLS, INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_

**Greater Texoma Utility Authority  
CGMA Regional Water System Master Plan****PROJECT UNDERSTANDING**

Freese and Nichols, Inc. (FNI) understands that the Greater Texoma Utility Authority (GTUA) is looking to expand service in the Collin-Grayson Municipal Alliance (CGMA) system in North Texas. The CGMA consists of the Cities of Anna, Melissa, Van Alstyne, and Howe. The CGMA water transmission system consists of a pump station and ground storage at Bloomdale Pump Station (BPS) in McKinney. The North Texas Municipal Water District (NTMWD) delivers water to ground storage at the BPS site, which is then pumped through the CGMA line north along SH 5 to delivery points at Melissa, Anna, Van Alstyne, and finally Howe. As the customer cities continue to grow, GTUA is seeking assistance with developing a Master Plan to determine infrastructure needed to address existing transmission capacity deficiencies and serve future growth.

**SCOPE OF SERVICES****Basic Services****Phase A: Project Management and Quality Control**

- A1. Project Kickoff Meeting: FNI will hold an initial meeting with GTUA to review proposed scope of services, approach, goals, and deliverables of the study. The meeting will include discussion of the following:
- Present and discuss methodology and approach
  - Scheduling and project coordination
  - Information and data needs from GTUA
- A2. Project Administration:
- Scope and Schedule Management: FNI will adhere to the scope and schedule throughout the duration of the project.
  - Monthly Progress Reports: FNI will provide GTUA with progress reports each month to discuss project status, findings, and more.
  - QA/QC Process: FNI will implement project quality assurance procedures and develop and implement a project quality control plan.
- A3. Project Status Meetings: FNI will meet GTUA staff virtually on a monthly basis. The purpose of these meetings will be to collaborate on any concerns or issues concerning data request items, results, recommendations, or any questions the Authority may have.

**Phase B: Population, Land Use Assumptions, and Water Demand Projections**

- B1. Initial Customer City Data Gathering and Processing: FNI will compile a data request memorandum outlining the data needs from the customer cities. The CGMA customers water demand projections will be provided by GTUA at the outset of the project. The received data will

then be reviewed including historical flows by delivery point, population projections, pumping/storage capacities, system mapping, etc.

- B2. Customer City Meetings: FNI will meet in-person with each of the customer cities located in the Collin-Grayson Municipal Alliance (CGMA), to discuss potential future water service area boundaries, population projections, and land use assumptions.
- B3. Review Historical Water Demand by Delivery Point and Peaking Analysis: FNI will compile, review, and evaluate available SCADA or other data on historical flows at each delivery point in the treated water transmission system. Water demand projections will be compared to actual historical demands by delivery point.
- B4. Develop Updated Water Demands by Delivery Point: FNI will also attend one meeting with the Authority to discuss population and water demand projections by delivery point, and utilize the data collected to update water demands accordingly.

### **Phase C: Hydraulic Model Development and Calibration**

- C1. Develop CGMA Water System Model: FNI will review existing model, current GIS data, relevant record drawings, construction submittals, CAD drawings and coordinate with the Authority and customer cities to develop a new InfoWater model. The updated all-pipes model will consist of all lines that are currently in the GIS plus recently constructed lines that may not appear in the GIS.
- C2. Collect and Analyze Available SCADA Data: FNI will review available SCADA data in order to collect necessary data for the hydraulic model update.
- C3. Distribute Existing Demands: FNI will utilize billing meter and SCADA data to allocate existing water demands at the customer city delivery points. Water demands will be distributed for existing peak day demand conditions. FNI will review annual water demand trends to determine seasonal demand patterns.
- C4. Facility Assessment: Perform a site assessment of the Bloomdale Pump Station to determine the condition of the station and the ability for expansion in the future. FNI will review general working conditions of the facility.
- C5. Extended Period Simulation (EPS) Model Calibration: FNI will review SCADA data to select a 48-hour period for extended period simulation model calibration. Diurnal curves will be developed for each delivery point based on available data. Model controls (pump status, tank levels) will be developed for calibration scenarios based on observed SCADA data. FNI will conduct EPS model calibration by adjusting model parameters until model output matches observed pressure/SCADA data to a reasonable degree, and document EPS calibration results through mapping and charts comparing model output to observed pressure/SCADA data.
- C6. Develop Hydraulic Water Model Scenarios: FNI will create average day and maximum day EPS model scenarios for the existing (2025), 5-year (2030), 10-year (2035), and 25-year (2050) planning periods. Minimum day demands are assumed to be 60% of average day demands for every delivery point. FNI will input updated demand projections to the InfoWater model including existing and future planned delivery points.

- C7. Customer Diurnal Curve and Ground Storage Tank Evaluation: FNI will utilize SCADA and tank level data to develop and evaluate typical summer, average day, and winter diurnal demand curves for each delivery point. Diurnal curves will represent the variation in tank levels and pumping from the customer delivery points and may not necessarily reflect the actual retail diurnal pattern of the customer cities. FNI will document customers with high peaking factors based on the analysis of data and/or known issues, and evaluate ground storage capacity and historical tank levels and cycling at each delivery point and calculate ratios of peak flows and available ground storage and pumping capacity. Recommendations for modified operations based on the results of the analysis will be documented for possible consideration into CIP planning efforts.
- C8. Service Evaluation: FNI will review existing delivery points and service conditions for future operations. It is understood that each delivery point consists of a meter and a ground storage tank with the exception of Melissa's south delivery point where the Melissa 0.75 MG Elevated Storage Tank is filled by the CGMA transmission system. FNI will review the existing operations and make recommendations for future alternatives to improve the transmission capacity.
- C9. Hydraulic Capacity Analysis and Modeling: FNI will utilize an updated InfoWater model to perform hydraulic capacity analysis of the treated water transmission system for the model scenarios identified above. Operational control strategies will be developed for each modeled scenario, and the InfoWater model will be utilized to evaluate system hydraulics including flows, pressures, and tank levels. FNI will evaluate the impact of the timing and magnitude of future water demand projections and future water supplies and the required capacity in the treated water transmission system. Capacity analysis will be performed for high service pumping, and storage by sub-system. Charts will be developed to visualize the timing of recommended capacity improvements. FNI will evaluate and document modeled alternatives for meeting the capacity needs of the system and develop recommendations for the magnitude and timing of capacity-related improvement projects. FNI will also develop preliminary cost estimate for transmission system capacity improvement alternatives.
- C10. Identify Additional Treated Water Supply: FNI will evaluate current water supply and determine how to meet the needs through additional wholesale water supply as water demands increase. FNI will identify additional treated water supply delivery points from surrounding wholesale providers. Wholesale providers are assumed to be the following:
- North Texas Municipal Water District
  - City of Sherman

#### **Phase D: Capital Improvements Plan**

- D1. Develop Improvement Alternatives: FNI will utilize the information collected from Phases A-C in order to develop a series of improvement alternatives for both GTUA and customer cities of the CGMA to review.
- D2. Meet with GTUA: FNI will meet with the Authority to present results of the evaluation of the future transmission system including mapping and modeling results before and after improvements for each planning period. The meeting will enable FNI and the Authority to evaluate system deficiencies and the impact of current recommended system improvements and develop potential system improvement alternatives. FNI will model and further evaluate the system improvement alternatives developed during the meeting. FNI will further refine

alternatives to address system deficiencies and size water facilities and lines to meet future peak demands.

- D3. Meet with Customer Cities: FNI will conduct a workshop with the customer cities to review the recommended improvements and gather input.
- D4. Develop CGMA Regional Water System Study Draft Report: FNI will utilize the information collected from the in-person meetings with GTUA and customer cities of CGMA in order to create a draft Regional Water System Study Report. FNI will submit the Draft Regional Water System Study to GTUA for review and comment.
- D5. Meet with GTUA to Review Draft Report: FNI will meet with GTUA to review the draft CGMA Regional Water System Study report.
- D6. Finalize Regional Water System Report: FNI will use the information collected from the in-person meetings with GTUA and customer cities of CGMA in order to finalize the Regional Water System Report.

### **Special Services**

FNI may optionally render the following professional services, which are not included in the Basic Services described above, in connection with the development of the project if authorized by the Authority.

- SS1. Temporary Pressure Testing: FNI will identify and map locations for temporary pressure testing based on gaps in SCADA pressures and model calibration needs. In addition, FNI will provide up to twelve (12) recorders for up to two (2) weeks of pressure testing, ideally under summer demand conditions. Customer cities will be responsible for installing the pressure recorders at identified locations.
- SS2. Water Quality Modeling: FNI will utilize InfoWater model to conduct water age modeling for up to three (3) scenarios determined by GTUA. Water age modeling scenarios will be conducted for a sufficient simulation duration to ensure a repeating pattern of water age. Water age modeling will be documented through color-coded mapping.

### **TIME OF COMPLETION**

FNI will complete Phases A through D within ten (10) months from Notice to Proceed

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc.

### **COMPENSATION**

The Basic Services are proposed as a lump sum fee of two-hundred and forty-two thousand dollars (\$242,000) with Special Services as a not to exceed fee of up to twenty-five thousand (\$25,000).



Phase	Description	Total
A	Project Management and Quality Control	\$22,000
B	Population, Land Use, and Water Demand Projections	\$22,000
C	Hydraulic Model Development and Calibration	\$109,900
D	Capital Improvements Plan and Master Plan Report	\$88,100
<b>Basic Services Total (Lump Sum)</b>		<b>\$242,000</b>
SS1	Pressure Testing	\$15,000
SS2	Water Age Modeling	\$10,000
<b>Special Services Total (Not-to-Exceed)</b>		<b>\$25,000</b>
<b>Project Total</b>		<b>\$267,000</b>

*\*Special services will be performed only if requested, in writing, by the Authority.*

**ADDITIONAL SERVICES:** Additional Services to be performed by FNI, if authorized by Client, which are not included in the above described basic services, are described as follows:

- A. Making revisions to drawings or other report documents when such revisions are 1) not consistent with approvals or instructions previously given by Client or 2) due to other causes not solely within the control of FNI.
- B. Meeting or trips in excess of the number of meetings included in Article I for coordination meetings, public meetings or other activities. Additional meetings requested by the client in excess of those included in Article I will be billed hourly in accordance with the rates outlined in Attachment CO.
- C. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- D. Preparing data and reports for assistance to Client in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- E. Revisions, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- F. Providing basic or additional services on an accelerated time schedule. This includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Client.
- G. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.

## TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) Client refers to the party named as such in the Agreement between the Client and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CLIENT:** Client will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by Client. To the fullest extent permitted by law, Client agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to Client, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by Client to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.

4. **INSURANCE:** FNI shall provide Client with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u>	<u>Workers' Compensation</u>
\$2,000,000 General Aggregate	As required by Statute
<u>Automobile Liability (Any Auto)</u>	<u>Professional Liability</u>
\$1,000,000 Combined Single Limit	\$3,000,000 Annual Aggregate

5. **CHANGES:** Client, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by Client. However, when such changes differ from prior comments, directions, instructions, or approvals given by Client or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.

6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the Client's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to Client and in acceptance of Services as satisfactory by Client. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If Client fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to Client, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by Client or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of Client upon payment of FNI's fees for Services. FNI may retain copies for record purposes. Client agrees such documents are not intended or represented to be suitable for reuse by Client or others. Any reuse by Client or by those who obtained said documents from Client without written verification or adaptation by FNI, will be at the Client's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, Client shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Client, and FNI shall indemnify and hold harmless Client from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to Client, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If Client designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** Client agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where Client is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, Client determines that any subcontractor for FNI is incompetent or undesirable, Client shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Client.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** Client and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.

**COMPENSATION**

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Two Hundred Forty Two Thousand Dollars (\$242,000).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Twenty Five Thousand Dollars (\$25,000).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<b>Position</b>	<b>Hourly Rate</b>	
	<b>Min</b>	<b>Max</b>
Professional 1	95	190
Professional 2	128	209
Professional 3	146	318
Professional 4	168	347
Professional 5	249	376
Professional 6	252	468
Construction Manager 1	125	176
Construction Manager 2	128	216
Construction Manager 3	161	216
Construction Manager 4	187	282
Construction Manager 5	223	329
Construction Manager 6	296	391
Construction Representative 1	84	99
Construction Representative 2	99	128
Construction Representative 3	136	205
Construction Representative 4	136	205
CAD Technician/Designer 1	92	132
CAD Technician/Designer 2	110	216
CAD Technician/Designer 3	143	274
Corporate Project Support 1	77	172
Corporate Project Support 2	88	252
Corporate Project Support 3	110	365
Intern / Coop	59	103

**Rates for In-House Services and Equipment**

<b><u>Mileage</u></b>	<b><u>Bulk Printing and Reproduction</u></b>		<b><u>Equipment</u></b>	
Standard IRS Rates		<b><u>B&amp;W</u></b>	<b><u>Color</u></b>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<b><u>Technology Charge</u></b>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Gauge (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<b><u>Survey Grade</u></b> <b><u>Standard</u></b>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and/or rates will be adjusted annually in February. Last updated 2024.**

**ADJOURN**