



CITY COUNCIL AGENDA

Monday, April 04, 2022 at 6:00 PM

City Hall – Council Chambers, 200 North Fifth, Crockett, TX 75835

Dr. Ianthia Fisher, Mayor

Gene Caldwell, Council Member
Darrell Jones, Council Member
Ernest Jackson, Council Member
Marquita Beasley, Council Member
Mike Marsh, Mayor Pro Tem

John Angerstein, City Administrator
Mitzi Stefka, City Secretary
William Pemberton, City Attorney
Clayton Smith, Police Chief
Jason Frizzell, Fire Chief

Notice is hereby given of a meeting of the City Council of Crockett to be held on **MONDAY, APRIL 04, 2022 at 6:00 PM** at City Hall – Council Chambers, 200 North Fifth, Crockett, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

OPEN MEETING WITH INVOCATION AND PLEDGE

RECOGNITION OF VISITORS

COMMENTS FROM AUDIENCE OR COUNCIL *(At this time, anyone will be allowed to speak on City related matters only; no personal matters or matters under litigation will be allowed. The length of time may not exceed three (3) minutes. NO Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.)*

APPROVAL OF MINUTES

1. APPROVAL OF MINUTES: REGULAR SESSION - MARCH 21, 2022

BUSINESS

2. PUBLIC HEARING ON REQUEST FROM CHARLES SPELLMAN OF SPELLMAN PROPERTIES, LLC, FOR A ZONE CHANGE FROM R3, MULTIPLE-FAMILY RESIDENTIAL DISTRICT, TO M, MANUFACTURING, WAREHOUSING, AND WHOLESALING DISTRICT, FOR PROPERTY LOCATED AT 120 NORTHWEST LOOP 304, AND IDENTIFIED AS PARCEL 7725 BY THE HOUSTON COUNTY APPRAISAL DISTRICT. LEGAL DESCRIPTION BEING 2.0 ACRES OUT OF AND A PART OF THE A. E. GOSSETT SURVEY, A-423 IN THE CITY OF CROCKETT, HOUSTON COUNTY, TEXAS AND BEING OUT OF AND A PART OF A 4 ACRE TRACT CONVEYED TO L. R. WHEELER IN A DEED RECORDED IN VOLUME 448, PAGE 50 OF THE HOUSTON COUNTY DEED RECORDS; SAVE AND EXCEPT THAT CERTAIN 0.352 ACRE TRACT OUT OF AND A PART OF A. E. GOSSETT SURVEY, A-432, CITY OF CROCKETT, HOUSTON COUNTY, TEXAS AND BEING OUT OF AND A PART OF A 2.0 ACRE TRACT DESCRIBED IN A DEED FROM L. R. WHEELER AND WIFE, DOROTHY, TO ERNEST G. SCHRIEWER ET AL, TRUSTEES FOR THE CROCKETT CONGREGATION OF JEHOVAH'S WITNESSES RECORDED IN VOL. 585, PAGE 215 OF THE HOUSTON COUNTY DEED RECORDS; LEAVING APPROXIMATELY 1.648 ACRES, MORE OR LESS
3. CONSIDER AND APPROVE REQUEST FROM CHARLES SPELLMAN OF SPELLMAN PROPERTIES, LLC, FOR A ZONE CHANGE FROM R3, MULTIPLE-FAMILY RESIDENTIAL DISTRICT, TO M, MANUFACTURING, WAREHOUSING, AND WHOLESALING DISTRICT, FOR PROPERTY LOCATED AT 120 NORTHWEST LOOP 304, AND IDENTIFIED AS PARCEL 7725 BY THE HOUSTON COUNTY APPRAISAL DISTRICT. LEGAL DESCRIPTION BEING 2.0 ACRES OUT OF AND A PART OF THE A. E. GOSSETT SURVEY, A-423 IN THE CITY OF CROCKETT, HOUSTON COUNTY, TEXAS AND BEING OUT OF AND A PART OF A 4 ACRE TRACT CONVEYED TO L. R. WHEELER IN A DEED RECORDED IN VOLUME 448, PAGE 50 OF THE HOUSTON COUNTY DEED RECORDS; SAVE AND EXCEPT THAT CERTAIN 0.352 ACRE TRACT OUT OF AND A PART OF A. E. GOSSETT SURVEY, A-

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4. CONSIDER AND APPROVE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH KSA ENGINEERS, INC. FOR WATER MAIN REPLACEMENT ON EAST HOUSTON AVENUE AND EAST GOLIAD AVENUE IN CONJUNCTION WITH THE TEXAS WATER DEVELOPMENT BOARD'S DRINKING WATER STATE REVOLVING FUND

ADJOURNMENT

In compliance with the Americans with Disabilities Act, the City of Crockett will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Mitzi Stefka, City Secretary, at 936-544-5156.

CERTIFICATION

I certify that a copy of the April 4, 2022 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on April 1, 2022 at 9:00 AM.

Mitzi Stefka, City Secretary

I certify that the agenda items to be considered by the City Council was removed from the City Hall window on the ____ day of _____, 2022. _____ Title _____

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 21st DAY OF MARCH 2022 IN THE CITY HALL COUNCIL CHAMBERS, LOCATED AT 200 NORTH FIFTH IN THE CITY OF CROCKETT, HOUSTON COUNTY TEXAS AT 6:00 P.M.

THE COUNCIL MET IN REGULAR SESSION WITH THE FOLLOWING MEMBERS PRESENT: IANTHIA FISHER, GENE CALDWELL, ERNEST JACKSON, MARQUITA BEASLEY & MIKE MARSH. CITY OFFICIALS PRESENT: CITY ADMINISTRATOR JOHN ANGERSTEIN, CITY SECRETARY MITZI STEFKA, POLICE CHIEF CLAYTON SMITH AND FIRE CHIEF JASON FRIZZELL. DARRELL JONES NOT PRESENT.

OPEN MEETING WITH INVOCATION AND PLEDGE

Mayor Fisher called the formal session open. Council member Jackson gave the invocation and all joined in the pledge.

RECOGNITION OF VISITORS

Mayor Fisher recognized all visitors present.

COMMENTS FROM AUDIENCE OR COUNCIL *(At this time, anyone will be allowed to speak on City related matters only; no personnel matters or matters under litigation will be allowed. The length of time may not exceed three minutes. NO Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.)*

1. APPROVAL OF MINUTES: REGULAR SESSION – MARCH 7, 2022

Mayor Pro Tem Marsh made a motion to approve the minutes of the March 7, 2022 Regular Meeting. Council member Beasley seconded the motion. Motion passes 4-0.

2. PRESENTATION FROM JOSEPH TUGGLE ON EAGLE SCOUT PROJECT IN DAVY CROCKETT MEMORIAL PARK

Joseph Tuggle presented council with his Eagle Scout project, building and placing six benches along the disc frisbee trails, in Davy Crockett Memorial Park.

➤ Mayor Fisher moved to Item #6 at this time.

3. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR FEBRUARY 2022

Chief Smith reported for the month of February 2022; 13 total manpower, 2311 total manpower hours, 467 total calls and 17 total accidents. A breakdown of the criminal reports is included in the packets.

4. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR FEBRUARY 2022

Fire Chief Frizzell reported for the month of February 2022 the following: 43 total calls. A breakdown is included in the packets.

5. PRESENTATION FROM BEN ROSENBERG, FINANCIAL ADVISOR WITH U.S. CAPITAL ADVISOR REGARDING THE SALE SUMMARY FOR THE CERTIFICATES OF OBLIGATION, SERIES 2022 FOR THE TEXAS WATER DEVELOPMENT BOARD'S DRINKING WATER STATE REVOLVING FUND

Mr. Ben Rosenberg explained to council this Certificate of Obligation is for the water line replacement project. The total project cost is \$3,450,905, \$1,705,905 is Texas Water Development Board principal forgiveness and \$1,745,000 is a 0% interest loan with the first payment not due for two years.

6. PRESENTATION / DISCUSSION / ACCEPTANCE OF FISCAL YEAR 2021 FINANCIAL AUDIT

Ms. Molly Abele, of Axley & Rode Lufkin, TX presented the audit for Fiscal Year 2021. Ms. Abele stated they were issuing an unmodified opinion, which is the highest they can give and which states that everything is presented fairly in all material respects. She continued that the general fund budget was under budget by \$268,585 in expenditures for the year with the City having an overall net gain of \$554,917 for the year. Ms. Abele explained that the Crockett Economic and Industrial Development Corporation balance sheet shows changes in total expenditures increased by \$256,551 in the Incentive line item, revenues stayed comparable to last year. There were findings from the prior year audit that needed to be corrected; one with the city and three with CEIDC. The city fully corrected their finding, two were fully corrected and one partially corrected for CEIDC. The board added all board members to check signing but checks are still presigned in advance of check processing. Mayor Pro Tem Marsh ask Mr. Gentry if checks were still being presigned, he responded no they were not. Ms. Abele stated Mr. Angerstein noted that there will still checks being signed in advance of processing. Mayor Fisher summarized that there are still blank checks being signed ahead of processing and with this citation in the audit it effects the city funding from various agencies. Mr. Angerstein noted all City accounts were frozen and put on hold until a Corrective Action Plan was submitted. The hold was released and reimbursement was received. After council discussion, Mayor Pro Tem Marsh made a motion to accept the audit as presented and to have a special called meeting to address and correct issues with CEIDC and that no presigned checks be presented for payment until after that meeting. Council member Caldwell seconded the motion. Motion passes 4-0.

➤ Mayor Fisher went back to Item #3.

7. CONSIDER AND APPROVE AN ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF CROCKETT, TEXAS, COMBINATION TAX AND SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2022; AUTHORIZING EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT RELATING TO SUCH CERTIFICATES;

PRESCRIBING THE FORM OF SAID CERTIFICATES; LEVYING A TAX AND PLEDGING SURPLUS REVENUES OF THE WATER AND SEWER SYSTEM IN PAYMENT THEREOF; AND ENACTING OTHER PROVISIONS RELATING THERETO

Mayor Pro Tem Marsh made a motion to approve an Ordinance authorizing the issuance of the City of Crockett, Texas, Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022; authorizing execution and delivery of a Paying Agent/Registrar Agreement and an Escrow Agreement relating to such Certificates; prescribing the form of said certificates; levying a tax and pledging surplus revenues of the Water and Sewer System in payment thereof; and enacting other provisions relating thereto. Council member Jackson seconded the motion. Motion passes 4-0.

8. **CONSIDER AND APPROVE A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CROCKETT, TEXAS APPROVING A PRINCIPAL FORGIVENESS AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD AND AUTHORIZING THE MAYOR AS THE DESIGNATED REPRESENTATIVE OF THE CITY TO EXECUTE THE PRINCIPAL FORGIVENESS AGREEMENT; AND APPROVING OTHER MATTERS RELATED THERETO**

Council member Beasley made a motion to approve a Resolution by the City Council of the City of Crockett, Texas approving a Principal Forgiveness Agreement with the Texas Water Development Board and authorizing the Mayor as the Designated Representative of the City to execute the Principal Forgiveness Agreement; and approving other matters related thereto. Council member Jackson seconded the motion. Motion passes 4-0.

9. **CONSIDER AND APPROVE AN ORDINANCE OF THE CITY OF CROCKETT, TEXAS ADOPTING A WATER CONSERVATION AND EMERGENCY WATER DEMAND MANAGEMENT PLAN TO PROMOTE RESPONSIBLE USE OF WATER AND ESTABLISHING CRITERIA FOR THE INITIATION AND TERMINATION OF DROUGHT RESPONSE STAGES INCLUDING RESTRICTIONS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR FILING; PROVIDING FOR PUBLICATION BY CAPTION AND; PROVIDING AN EFFECTIVE DATE**

Mayor Pro Tem Marsh made a motion to approve an Ordinance of the City of Crockett, Texas adopting a Water Conservation and Emergency Water Demand Management Plan to promote responsible use of water and establishing criteria for the initiation and termination of drought response stages including restrictions; providing a savings clause; providing a severability clause; providing for filing; providing for publication by caption and; providing an effective date. Council member Beasley seconded the motion. Motion passes 4-0.

10. **CONSIDER AND APPROVE A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CROCKETT, HOUSTON COUNTY, TEXAS APPOINTING THE ELECTION OFFICIALS FOR THE MAY 7, 2022 GENERAL ELECTION, SETTING**

THE RATE OF PAY FOR THE ELECTION OFFICIALS, THE MAXIMUM NUMBER OF ELECTION CLERKS FOR THE POLLING PLACE AND DESIGNATION OF THE EARLY VOTING BALLOT BOARD

Council member Jackson made a motion to approve a Resolution of the City Council of the City of Crockett, Houston County, Texas appointing the Election Officials for the May 7, 2022 General Election, setting the rate of pay for Election Officials, the maximum number of Election Clerks for the polling place and designation of the Early Voting Ballot Board. Council member Beasley seconded the motion. Motion passes 4-0.

11. CONSIDER AND APPROVE DESIGNATION OF DEPUTY EARLY VOTING CLERKS

Council member Beasley made a motion to approve the designation of Deputy Early Voting Clerks as Selena Eleby and John Angerstein. Council member Caldwell seconded the motion. Motion passes 4-0.

12. CONSIDER AND APPROVE THE PURCHASE OF A SEWER CAMERA USING FUNDS FROM SANITARY SEWER OVERFLOW REVENUE

Council member Jackson made a motion to approve the purchase of a sewer camera from Envirosight for \$76,603.00 and using funds from Sanitary Sewer Overflow Revenue. Council member Beasley seconded the motion. Motion passes 4-0.

13. CONSIDER AND APPROVE A RESOLUTION TO ELECT THE STANDARD ALLOWANCE AVAILABLE UNDER THE REVENUE LOSS PROVISION OF THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT

Council member Beasley made a motion to approve a Resolution to elect the standard allowance available under the Revenue Loss Provision of the Coronavirus Local Fiscal Recovery Fund established under the American Rescue Plan Act. Council member Jackson seconded the motion. Motion passes 4-0.

14. CONSIDER AND APPROVE RECOMMENDED SPEED ZONES AT DAVY CROCKETT MEMORIAL PARK

Council member Jackson made a motion to approve the recommended speed zones at Davy Crockett Memorial Park of 10 MPH within the park and 25 MPH for streets leading into the park; Edmiston Drive, Brazos Street and S. 5th Street. Council member Caldwell seconded the motion. Motion passes 4-0.

15. CONSIDER AND APPROVE JOB DESCRIPTION OF FIRE MARSHAL

Council member Beasley made a motion to approve the job description of Fire Marshal. Council member Caldwell seconded the motion. Motion passes 4-0.

16. EXECUTIVE SESSION: GOV. CODE SECTION 551.072 - DELIBERATION REGARDING REAL PROPERTY. TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY

Mayor Fisher announced council would convene into Executive Session according to Gov. Code Section 551.072 – Deliberation Regarding Real Property. To Deliberate the Purchase, Exchange, Lease, or Value of Real Property. Time was 7:12 P.M.

RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ON EXECUTIVE ITEMS

Council reconvened into open session at 7:42 P.M. No Action.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 7:43 P.M.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary



City of Crockett
Planning & Zoning Commission and City Council
Action Taken for Zoning Change Application

Item 3.

Applicant's/Property Owner's Information.

Applicant's Full Name: Spellman Properties, LLC c/o Charles Spellman

Property Owner's Full Name: Same as Applicant

Property Address Under Consideration: 120 NW Loop 304, Crockett, TX (Parcel 7725)

Description of Proposed Land Use Activity: Potential child care facility, medical clinic, professional offices

Financial institution, manufacturing or other use allowed in "M" district.

Present Zoning District: R3

Requested Zoning District (if applicable): M

Criteria for Specific Use Permit. (Used as basis for approving a specific use permit.)

Will the proposed zoning change adversely affect the character and appropriate use of the area or neighborhood in which it would be located?

☐ Yes ☒ No If yes, describe adverse impact:

Will the proposed zoning change substantially depreciate the value of adjacent and nearby properties for use in accordance with regulations of the zoning district in which they are located?

☐ Yes ☒ No If yes, describe reason for substantial depreciation:

Will the proposed use be in keeping with the spirit and intent of City ordinance?

☒ Yes ☐ No If no, explain:

How will the proposed zoning change affect the traffic circulation of the district in which it is proposed?

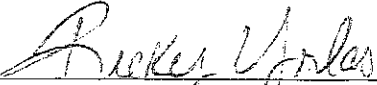
☒ No negative impact ☐ Negative Impact If negative impact, explain:

How will the proposed zoning change affect the public utilities of the district in which it is proposed?

☒ No negative impact ☐ Negative Impact If negative impact, explain:

How will the proposed zoning change affect the health, safety and general welfare of the community?

☒ No negative impact ☐ Negative Impact If negative impact, explain:


Code Enforcement Officer or Designee

3-14-2022
Date (mm/dd/yyyy)



City of Crockett
Planning & Zoning Commission and City Council
Action Taken for Zoning Change Application

Item 3.

Planning & Zoning Commission's Public Hearing Action

Date of Public Hearing: March 29, 2022

Number of property owners who were mailed notices of public hearing because, per HCAD tax rolls, they own land lying within 300 feet of the property for which proposed change is sought: 4

Number of residents, other than applicant, at hearing who spoke:

in favor of application approval 0

opposed to application approval 0

Comments:

Planning & Zoning Commission's Motion:

☒ Recommend approval of requested zoning change. Special Conditions:

☐ Recommend disapproval of requested zoning change. Reasons:

☐ Table application for following reasons:

Motion Made by: Wade Thomas

Motion Seconded by: Connie Strban

Vote on Motion. For: 5 Against: 0

David J. J...
P&Z Chairman

03/29/2022
Date (mm/dd/yyyy)

Action Taken by City Council

Date of City Council Meeting: April 4, 2022

☐ Approve zoning change. Special Conditions:

☐ Disapprove zoning change. Reasons:

☐ Table application for following reasons:

Motion Made by:

Motion Seconded by:

Vote on Motion. For: _____ Against: _____

Mayor

Date (mm/dd/yyyy)



City of Crockett Zone Change Application

Item 3.

Submit this completed form to the Code Enforcement/Zoning Official along with:

- a copy of the property deed (the deed or accompanying plat must demonstrate that the property is platted or located in an approved subdivision in Crockett, unless the lot has not changed in configuration since 1961);
- a project plan showing the name of the project, a scale map showing the location of the proposed project and a directional arrow, all existing and proposed streets and points of access to the project, lot dimensions, locations and dimensions of existing and proposed buildings and structures, off-street parking areas with parking spaces individually drawn and counted, spaces, sidewalks (if applicable), and number of dwelling units per acre; and
- \$100 fee to cover costs of application review and processing (cash, check or money order made out to City of Crockett, or credit card).
- A survey drawing showing the exact locations of the proposed district boundaries is required if the application is requesting that only a portion of a lot is to be rezoned or the lot lines cannot be identified by the legal description.

Part I. Applicant's/Property Owner's Personal Information	
Applicant's Full Name: Spellman Properties, LLC. c/o Charles Spellman	
Mailing Address: 9751 State Hwy. 21 West, Crockett, TX 75835	
Email Address: kim.spellman@I Cloud .Com	Phone Number: 713-416-0483
Are you the property owner for the property? ☐ No ☒ Yes	
<i>If no, provide the following information for property owner.</i>	
Property Owner's Full Name:	
Mailing Address:	
Email Address:	Phone Number:
Part II. Proposed Zoning Change and Land Use Activity	
Property Address: 120 NW Loop 304, Crockett, TX 75835	
Present Zoning District: R3	Requested Zoning District: M – Manufacturing, Warehousing, and Wholesaling District
Description of Proposed Land Use Activity (attach another page if needed):	
Potential child care facility, medical clinic, professional offices, financial institution, manufacturing,	
or other appropriate use as allowed in the M (manufacturing, warehousing, and wholesaling) district.	



City of Crockett Zone Change Application

Item 3.

Part III. Acknowledgements and Signature

I certify that:

- all information provided on and with this application is true and correct to the best of my knowledge and no requested information has been withheld; and
- I understand that I must notify the Code Enforcement/Zoning Official of any changes to the information provided on or with this application.

Charles Bellman
Signature of Applicant

02-09-2022
Date (mm/dd/yyyy)

Signature of Property Owner (if different)

Date (mm/dd/yyyy)

Part IV. To be Completed by Code Enforcement Officer or Designee

Date Application Received: 2/9/2022 Comments (if any):

\$100 Fee Paid: ☐ Cash ☐ Check # 10907 ☐ Card Date Paid: 2/9/2022

Rickey Yndas
Code Enforcement Officer or Designee

2-16-2022
Date (mm/dd/yyyy)



7725

Parcels: 7725

[View Detailed Property Information](#)

Property Information:

Parcels ID: 7725
Account Number: 00423-04584-00000-000000
Stated Area: 1.887 a
Legal Acreage: 1.65
Legal Description: A E GOSSETT AB 423 1.648 AC
Tract or Lot:
Block:
Abstract Number:
Abstract Subdivision Code:
Primary Category Code: F1
Location Code: 55
Property Location: 120 LOOP 304 NW, -

Owner Information:

Owner: SPELLMAN PROPERTIES LLC
In Care of:
Sequence: 1
Interest: 1.00
Exempt: 0
Mailing Address: 9751 STATE HWY 21 W, CROCKETT TX 75835-

Deed & Sales:

Deed Volume:
Deed Page:
Market Value:

Users Codes:

1:
2:
3:
4:
5:
6:

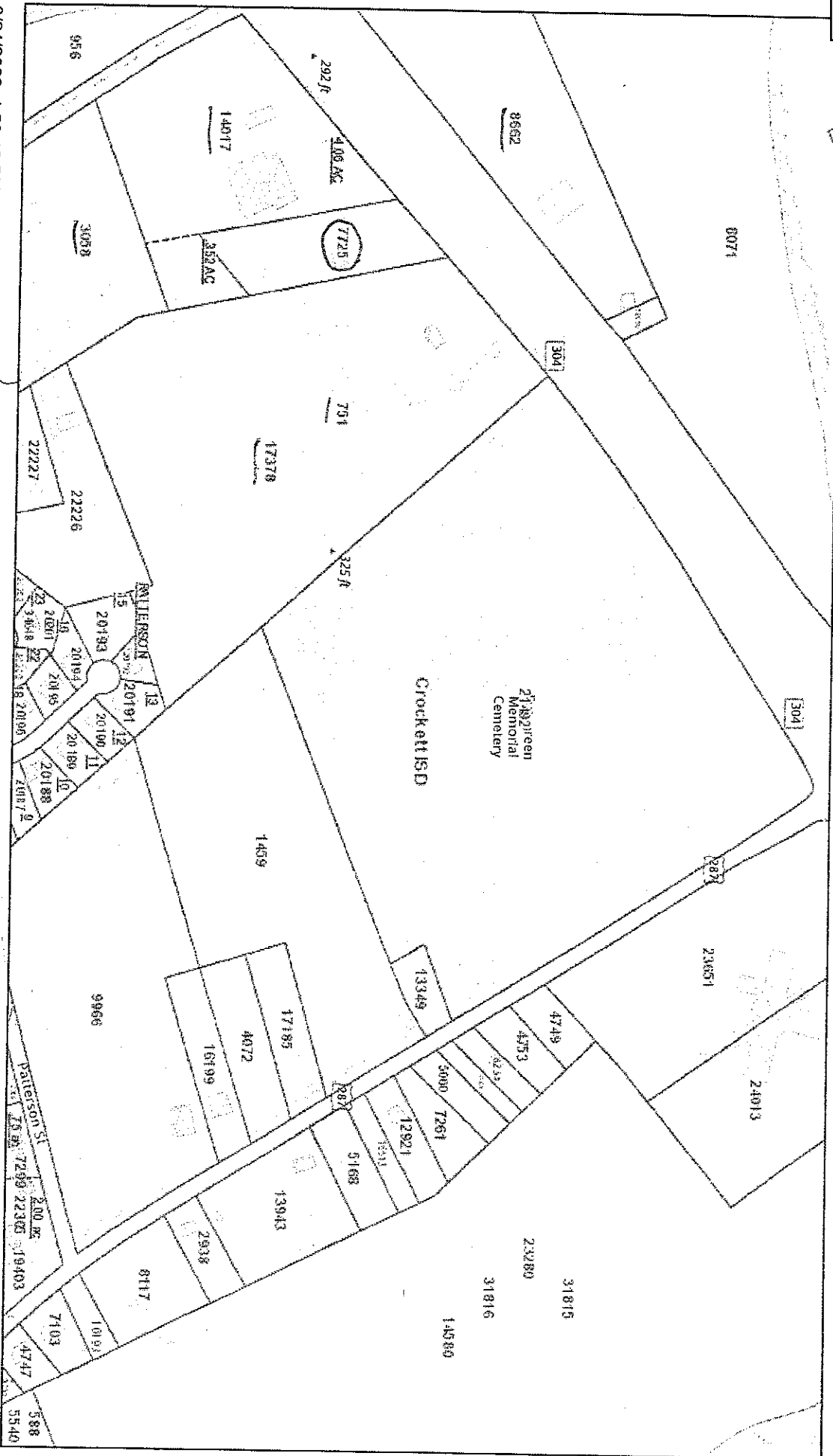
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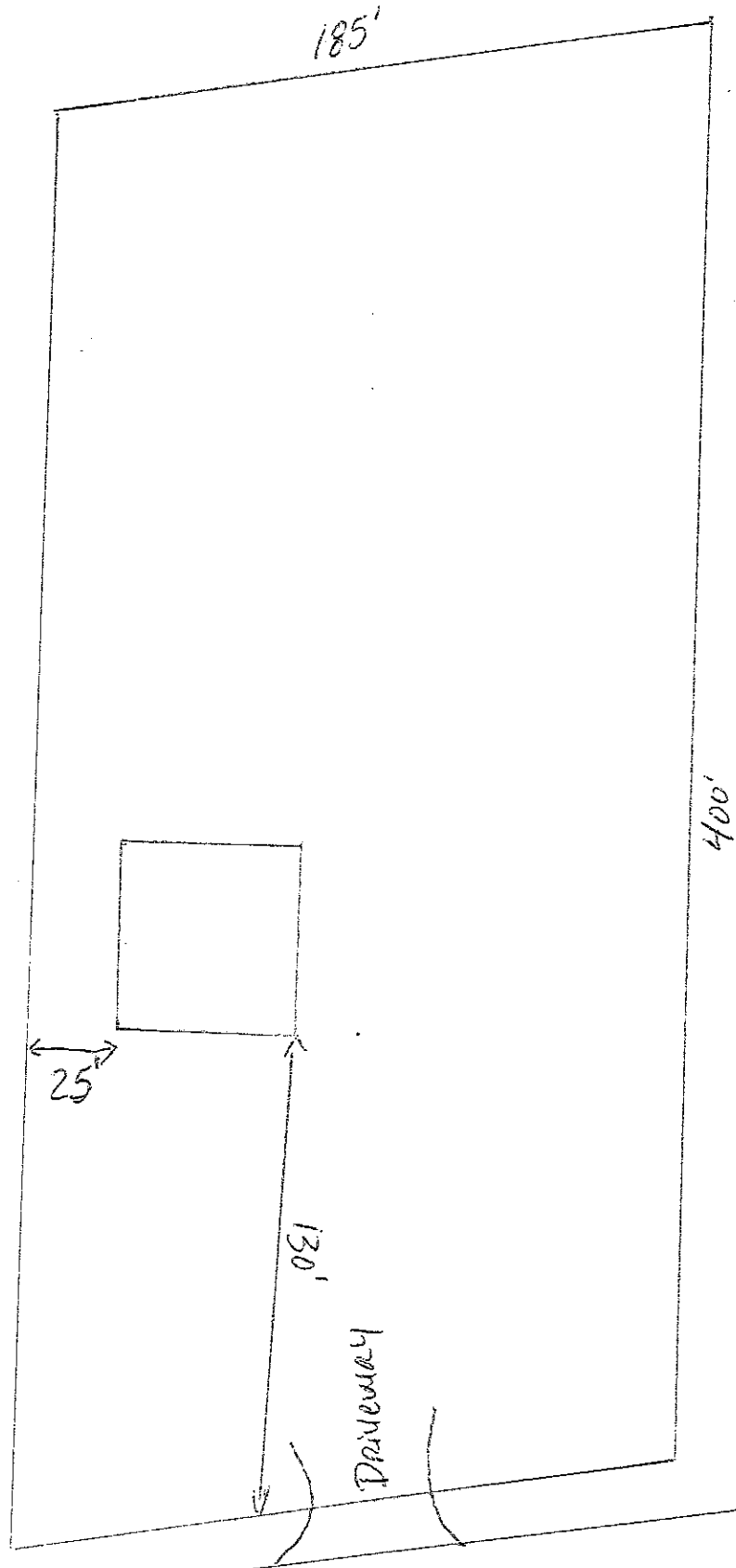
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Houston CAD

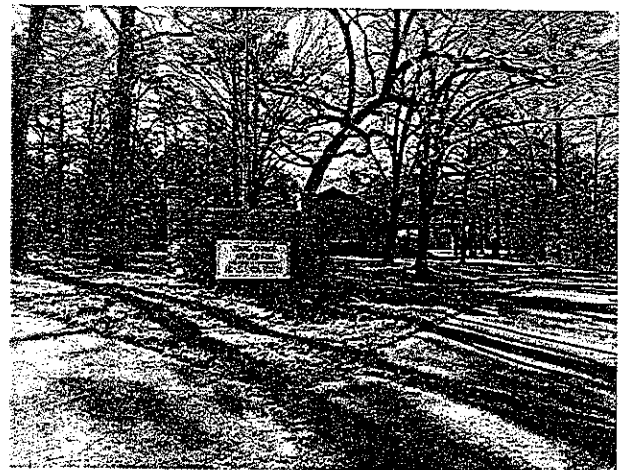
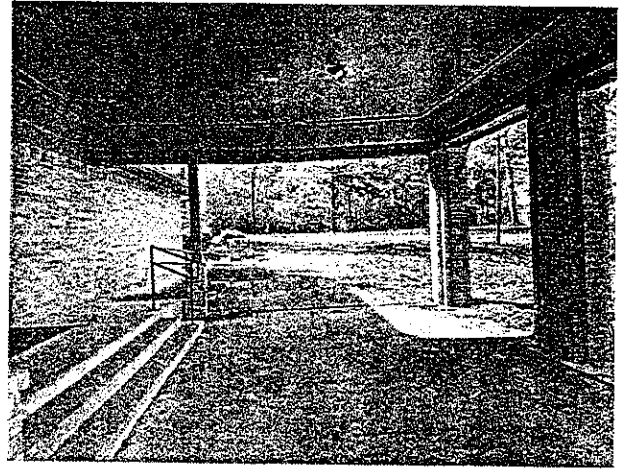
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☒ School Districts ☐ History Labels
☐ History Line ☐ Parcels

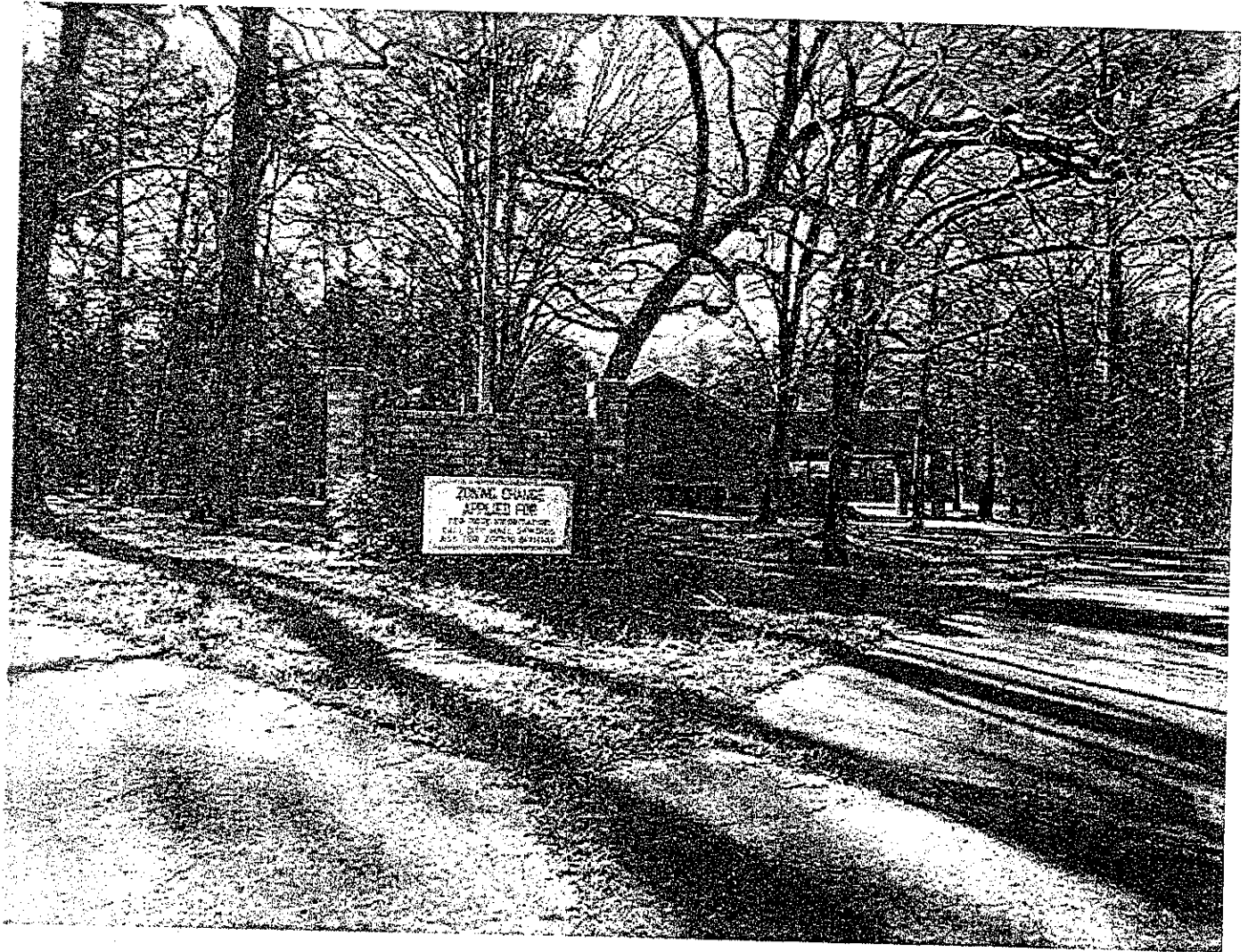




Parcel 7725 – 120 NW Loop 304
Property Pictures



Zoning Sign Placed 3/15/22



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE



ENGINEERS JOINT CONTRACT
DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASSOCIATED GENERAL CONTRACTORS OF AMERICA

AMERICAN SOCIETY OF CIVIL ENGINEERS

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE

A Practice Division of the

NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

This Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (EJCDC C-700, 2007 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC User's Guide to the Owner-Engineer Agreement, EJCDC E-001, 2009 Edition.

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ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
 _____ City of Crockett, Texas (“Owner”) and
 _____ KSA Engineers, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

SH7 & SH21 Water Main Rehabilitation (TWDB DWSRF No. 62912) (“Project”).

Engineer's services under this Agreement are generally identified as follows:

Rehabilitation of water mains along SH7 and SH21 between 5th Street and East Loop 304.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Exhibit C.
- C. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, programs,

instructions, reports, data, and information in performing or furnishing services under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided in Exhibit A and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner contests an invoice, Owner shall promptly advise Engineer of the specific basis for doing so, may withhold only that portion so contested, and must pay the undisputed portion.
- D. *Legislative Actions:* If after the Effective Date any governmental entity takes a legislative action that imposes taxes, fees, or charges on Engineer's services or compensation under this Agreement, then the Engineer may invoice such new taxes, fees, or charges as a Reimbursable Expense to which a factor of 1.0 shall be applied. Owner shall reimburse Engineer for the cost of such invoiced new taxes, fees, and charges; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions of probable Construction Cost are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, Owner must employ an independent cost estimator as provided in Exhibit B.

~~5.02 *Designing to Construction Cost Limit*~~

- ~~A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F, "Construction Cost Limit," to this Agreement.~~

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in collating the various cost categories which comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same

time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may employ such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and regulations.
 - 2. Prior to the Effective Date, Owner provided to Engineer in writing any and all policies and procedures of Owner applicable to Engineer's performance of services under this Agreement. ~~provided to Engineer in writing.~~ Engineer shall comply with such policies and procedures, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. Changes after the Effective Date to these Laws and Regulations, or to Owner-provided written policies and procedures, may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- F. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.
- G. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) ~~unless both parties mutually agree to use other general conditions by specific reference in Exhibit J.~~
- H. Engineer shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any

failure of a contractor to comply with Laws and Regulations applicable to such contractor's furnishing and performing of its work.

- I. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.
- J. Engineer shall not provide or have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor, or Supplier, or of any of their agents or employees or of any other persons (except Engineer's own agents, employees, and Consultants) at the Site or otherwise furnishing or performing any Work; or for any decision made regarding the Contract Documents, or any application, interpretation, or clarification, of the Contract Documents, other than those made by Engineer.
- L. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction and Owner assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing Change Orders, revisions to the Contract Documents during construction, construction surety bonding and insurance requirements, construction observation and review, review of payment applications, and all other necessary Construction Phase engineering and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase engineering or professional services except for those services that are expressly required of Engineer in Exhibit A, Paragraph A1.05.

6.03 *Use of Documents*

- A. All Documents are instruments of service in respect to this Project, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Owner shall not rely in any way on any Document unless it is in printed form, signed or sealed by the Engineer or one of its Consultants.
- B. Either party to this Agreement may rely that data or information set forth on paper (also known as hard copies) that the party receives from the other party by mail, hand delivery, or facsimile, are the items that the other party intended to send. Files in electronic media format of text, data, graphics, or other types that are furnished by one party to the other are furnished only for convenience, not reliance by the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between

the electronic files and the hard copies, the hard copies govern. ~~If the parties agree to other electronic transmittal procedures, such are set forth in Exhibit J.~~

- C. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any transmittal errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files.
- D. When transferring documents in electronic media format, the transferring party makes no representations as to long-term compatibility, usability, or readability of such documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the documents' creator.
- E. Owner may make and retain copies of Documents for information and reference in connection with use on the Project by Owner. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the Documents and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- F. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies and as loss payees on any property insurance policies carried by Owner which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, property damage (other than to the Work itself), motor vehicle

damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project.

- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project shall contain provisions to the effect that Engineer's and its Consultants' interests are covered and that in the event of payment of any loss or damage the insurers will have no rights of recovery against Engineer or its Consultants, or any insureds, additional insureds, or loss payees thereunder.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 30 days prior written notice has been given to Owner and Engineer and to each other additional insured (if any) to which a certificate of insurance has been issued.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 *Suspension and Termination*

A. *Suspension:*

By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Engineer's performance has been substantially delayed through no fault of Engineer.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

By Engineer:

- 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
- 3) Engineer shall have no liability to Owner on account of such termination.

Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1-a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

For convenience,

By Owner effective upon Engineer's receipt of notice from Owner.

- C. *Effective Date of Termination:* The terminating party under Paragraph 6.05.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.E.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.05.D.1, to invoice Owner and to payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using hourly methods and rates for Additional Services as set forth in Exhibit C.

6.06 *Controlling Law*

- A. This Agreement is to be governed by the law of the state ~~or jurisdiction in which the Project is located.~~ of Texas.
- B. Any controversy or claim arising out of or relating to this Agreement or breach thereof shall be settled in the federal and state courts in Gregg County, Texas.

6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.07.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or 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.

- C. Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, Subcontractor, Supplier, other individual or entity, or to any surety for or employee of any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

Owner agrees that the substance of the provisions of this Paragraph 6.07.C shall appear in the Contract Documents.

6.08 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights under law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.08.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights under law.

6.09 *Environmental Condition of Site*

- A. Owner has disclosed to Engineer in writing the existence of all known and suspected Asbestos, PCBs, Petroleum, Hazardous Waste, Radioactive Material, hazardous substances, and other Constituents of Concern located at or near the Site, including type, quantity, and location.
- B. Owner represents to Engineer that to the best of its knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at the Site.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to Constituents of Concern. If Engineer or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner" "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 *Indemnification and Mutual Waiver*

- A. ***Indemnification by Engineer:*** To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

- B. ***Indemnification by Owner:*** Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent (if any) required in Exhibit I, Limitations of Liability.
- C. ***Environmental Indemnification:*** To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, and all court, arbitration, or other dispute resolution costs) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. ***Percentage Share of Negligence:*** To the fullest extent permitted by law, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. ***Mutual Waiver:*** To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

6.11 *Miscellaneous Provisions*

- A. ***Notices:*** Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. ***Survival:*** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. ***Severability:*** Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. ***Waiver:*** A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following provisions:

Additional Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

Agreement – This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

Asbestos – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

Basic Services – The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

Construction Contract – The entire and integrated written agreement between Owner and Contractor concerning the Work.

Construction Cost – The cost to Owner of those portions of the entire Project designed or specified by Engineer. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to properties; Owner's costs for legal, accounting, insurance counseling or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement. Construction Cost is one of the items comprising Total Project Costs.

Constituent of Concern – Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Consultants – Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

Contract Documents – Those items so designated in the Construction Contract, including the Drawings, Specifications, construction agreement, and general and supplementary conditions. Only printed or hard copies of the items listed in the Construction Contract are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

Contractor – The entity or individual with which Owner has entered into a Construction Contract.

Documents – Data, reports, Drawings, Specifications, Record Drawings, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

Drawings – That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings are not Drawings as so defined.

Effective Date – The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

Engineer – The individual or entity named as such in this Agreement.

Hazardous Waste – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Laws and Regulations; Laws or Regulations – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Owner – The individual or entity with which Engineer has entered into this Agreement and for which the Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

PCBs – Polychlorinated biphenyls.

Petroleum – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous waste and crude oils.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Radioactive Material – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

Record Drawings – Drawings depicting the completed Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, addenda, change orders, work change directives, field orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

Reimbursable Expenses – The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Project.

Resident Project Representative – The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative agreed to by Owner. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

Samples – Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Shop Drawings – All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

Site – Lands or areas to be indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

Specifications – That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Substantial Completion – The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

Supplier – A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or Subcontractor.

Total Project Costs – The sum of the Construction Cost, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner pursuant to Exhibit B of this Agreement.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Not Included
- F. Exhibit F, Not Included
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Not Included
- K. Exhibit K, Amendment to Owner-Engineer Agreement.
- L. Exhibit L,
- M. Exhibit M,

8.02 *Total Agreement:*

- A. This Agreement, (together with the exhibits identified above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This

Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument based on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives:*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications:*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Scanned Reproductions*

- A. The parties agree and stipulate that the original of this Agreement, including the signature page and any attachments, may be scanned and stored in a computer database or similar device, and that any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original, may be used for any purpose just as if it were the original, including proof of the content of the original writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Crockett, Texas

By: _____

Name: Dr. Ianthia Fisher

Title: Mayor

Date Signed: _____

Address for giving notices:

200 N. 5th Street

Crockett, TX 75835

Designated Representative (Paragraph 8.03.A):

John Angerstein

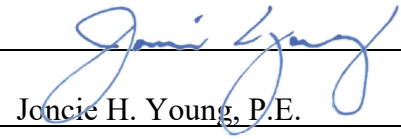
Title: City Administrator

Phone Number: 936.544.5156

Facsimile Number: _____

E-Mail Address: angersteinj@crocketttexas.org

Engineer: KSA Engineers, Inc.

By: 

Name: Joncie H. Young, P.E.

Title: Director of Client Services

Date Signed: April 1, 2022

Engineer License or
Firm's Certificate No. F-1356

State of: Texas

Address for giving notices:

140 East Tyler Street

Suite 600

Longview, TX 75601

Designated Representative (Paragraph 8.03.A):

C. Daniel "Danny" Hays, P.E.

Title: Project Manager

Phone Number: 936.637.6061

Facsimile Number: 888.224.9418

E-Mail Address: dhays@ksaeng.com

This is **EXHIBIT A**, consisting of 14 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase

A. Engineer shall:

Consult with Owner to define and clarify Owner's requirements for the Project and available data.

Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B which are not part of Engineer's Basic Services.

Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental assessment.

Identify and evaluate alternate solutions available to Owner and, after consultation with Owner, recommend to Owner those solutions which in Engineer's judgment meet Owner's requirements for the Project.

Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to Owner which Engineer recommends. For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a summary of allowances for other items and services included within the definition of Total Project Costs.

Perform or provide the following additional Study and Report Phase tasks or deliverables: See Attachment A.

Furnish three review copies of the Report and any other deliverables to Owner ~~within _____ calendar days of the Effective Date~~ and review it with the Owner. Within fifteen calendar days of receipt, Owner shall submit to Engineer any comments regarding the Report and any other deliverables.

Revise the Report and any other deliverables in response to Owner's comments, ~~as appropriate, and furnish _____ copies of the revised Report and any other deliverables to the Owner within _____ calendar days of receipt of Owner's comments.~~

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when the revised Report and any other deliverables have been delivered to Owner.

A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other deliverables, selection by Owner of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, and upon written authorization from Owner, Engineer shall:

Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

~~Provide necessary field surveys and topographic and~~ Request available utility mapping for design purposes. Utility mapping will be based upon information obtained from utility owners.

Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in collating the various cost categories which comprise Total Project Costs.

Perform or provide the following additional Preliminary Design Phase tasks or deliverables:
See Attachment A.

Furnish three review copies of the Preliminary Design Phase documents and any other deliverables to Owner ~~within _____ calendar days of authorization to proceed with this phase,~~ and review them with Owner. Within fifteen calendar days of receipt, Owner shall submit to Engineer any comments regarding the Preliminary Design Phase documents and any other deliverables.

~~Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate, and furnish to Owner _____ copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables, within _____ calendar days after receipt of Owner's comments.~~

- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables have been delivered to Owner.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:

Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.

Advise Owner of any adjustments to the opinion of probable Construction Cost known to Engineer.

Perform or provide the following additional Final Design Phase tasks or deliverables: See Attachment A.

Prepare and furnish bidding documents for review by Owner, its legal counsel, and other advisors, and assist Owner in the preparation of other related documents. Within fifteen days of receipt, Owner shall submit to Engineer any comments and, ~~subject to the provisions of Paragraph 6.01.G,~~ instructions for revisions.

Revise the bidding documents in accordance with comments and instructions from the Owner, as appropriate, and submit three final copies of the bidding documents, a revised opinion of probable Construction Cost, and any other deliverables to Owner, ~~within _____ calendar days after receipt of Owner's comments and instructions.~~

- B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals ~~required by Paragraph A1.03.A.6~~ have been delivered to Owner.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts

are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the bidding documents and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.

Issue addenda as appropriate to clarify, correct, or change the bidding documents.

Provide information or assistance needed by Owner in the course of any negotiations with prospective contractors.

Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.

If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, ~~but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.~~

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

Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables: See Attachment A.

- ~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors. (except as may be required if Exhibit F is a part of this Agreement).~~

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Construction Contract shall not be modified, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

~~*Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.~~

Selecting Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.0.

Pre-Construction Conference: Participate in a Pre-Construction Conference prior to commencement of Work at the Site.

Schedules: Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

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

Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

The purpose of Engineer's visits to, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used

by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's Work, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish or perform the Work in accordance with the Contract Documents.

Defective Work: Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work (a) is defective under the standards set forth in the Contract Documents, (b) will not produce a completed Project that conforms to the Contract Documents, or (c) will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

Clarifications and Interpretations; Field Orders: Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. Subject to any limitations in the Contract Documents, Engineer may issue field orders authorizing minor variations in the Work from the requirements of the Contract Documents.

Change Orders and Work Change Directives: Recommend change orders and work change directives to Owner, as appropriate, and prepare change orders and work change directives as required.

Shop Drawings and Samples: Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

Substitutes and "or-equal": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor., ~~but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~

Inspections and Tests: Require such special inspections or tests of Contractor's work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Engineer shall be entitled to rely on the results of such tests.

Disagreements between Owner and Contractor: Render formal written decisions on all duly submitted issues relating to the acceptability of Contractor's work or the interpretation of

the requirements of the Contract Documents pertaining to the execution, performance, or progress of Contractor's Work; review each duly submitted Claim by Owner or Contractor, and in writing either deny such Claim in whole or in part, approve such Claim, or decline to resolve such Claim if Engineer in its discretion concludes that to do so would be inappropriate. In rendering such decisions, Engineer shall be fair and not show partiality to Owner or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of Contractor's Work (subject to any subsequent adjustments allowed by the Contract Documents).

By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's Work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the Work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

Contractor's Completion Documents: Receive, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Contract Documents, certificates of inspection, tests and

approvals, Shop Drawings, Samples and other data approved ~~as provided under Paragraph A1.05.A.11,~~ and transmit the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment. ~~The extent of such review by Engineer will be limited as provided in Paragraph A1.05.A.11.~~

Substantial Completion: Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Project to determine if the Work is substantially complete. If after considering any objections of Owner, Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

Additional Tasks: Perform or provide the following additional Construction Phase tasks or deliverables: See Attachment A..

Final Notice of Acceptability of the Work: Conduct a final visit to the Project to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice ~~in the form attached hereto as Exhibit E (the "Notice of Acceptability of Work")~~ that the Work is acceptable ~~(subject to the provisions of Paragraph A1.05.A.15.b)~~ to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.
- C. *Limitation of Responsibilities:* Engineer shall not be responsible for the acts or omissions of any Contractor, Subcontractor or Supplier, or other individuals or entities performing or furnishing any of the Work, for safety or security at the Site, or for safety precautions and programs incident to Contractor's Work, during the Construction Phase or otherwise. Engineer shall not be responsible for the failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase Engineer shall:

Together with Owner, visit the Project to observe any apparent defects in the Work, assist Owner in consultations and discussions with Contractor concerning correction of any such defects, and make recommendations as to replacement or correction of defective Work, if any.

Together with Owner or Owner's representative, visit the Project within one month before the end of the correction period to ascertain whether any portion of the Work is subject to correction.

1. Perform or provide the following additional Post-Construction Phase tasks or deliverables:
See Attachment A.

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner in Attachment A-1 or in subsequent Amendments to this Agreement, Engineer shall furnish or obtain from others Additional Services of the types listed below.

Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

~~Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~

Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

~~Providing renderings or models for Owner's use.~~ necessary field surveys and topographic surveys for design purposes.

Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the

- Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- Furnishing services of Consultants for other than Basic Services.
- Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
- Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
- Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
- Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, ~~except when such assistance is required by Exhibit F.~~
- Providing construction surveys and staking to enable Contractor to perform its work ~~other than as required under Paragraph A1.05.A.6,~~ and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
- Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.
- Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
- Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.
- Preparation of operation and maintenance manuals.
- Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
- Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
- Assistance in connection with the adjusting of Project equipment and systems.

Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

1. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

Overtime work requiring higher than regular rates.

Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

Providing the services of a Resident Project Representative (RPR) at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

Services in connection with work change directives and change orders to reflect changes requested by Owner.

Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.

Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

PART 3 – SCHEDULE

A3.01 Times for rendering the services described in this Agreement are as follows.

[illegible]

Note:

Should review times exceed those identified above, the project schedule will be extended accordingly.

This is **Attachment A-1 to EXHIBIT A**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Additional Services of Engineer

- A. Additional Services of ENGINEER: As noted below, the ENGINEER is hereby authorized to perform the following additional services as outlined in Exhibit A – Paragraphs 2.01 and 2.02:

Included	Excluded		
☐	☐	a.	Design Survey
☐	☐	b.	Grant or Loan Application
☐	☐	c.	Storm Water Pollution Prevention Plan
☐	☐	d.	Environmental Assessment
☐	☐	e.	Environmental Information Document
☐	☐	f.	Resident Project Representative Services
☐	☐	g.	Construction Staking
☐	☐	h.	Geotechnical Investigation
☐	☐	i.	Materials Testing
☐	☐	j.	Analytical Testing
☐	☐	k.	Reimbursable Expenses (Mileage, Printing, Postage & etc.)
☐	☐	l.	Easement or Boundary Surveys
☐	☐	m.	Easement or Boundary Descriptions
☐	☐	n.	Land Acquisition Services
☐	☐	o.	TxDOT Utility Permits
☐	☐	p.	Operation and Maintenance Manual
☐	☐	q.	Other: TWDB Program Management
☐	☐	r.	Other: Traffic Control Plan
☐	☐	s.	Other: Part-Time Resident Project Representative Services
☐	☐	t.	Other: Water Conservation Plan
☐	☐	u.	Other:
☐	☐	v.	Other:
☐	☐	w.	Other:

Fees associated with Authorized Additional Services are shown in Exhibit C.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement and unless otherwise provided in Exhibit A, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.
- B. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.
- C. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

Property descriptions.

Zoning, deed, and other land use restrictions.

Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

Explorations and tests of subsurface conditions at or contiguous to the Site, drawings of physical conditions relating to existing surface or subsurface structures at the Site, or hydrographic surveys, with appropriate professional interpretation thereof.

Environmental assessments, audits, investigations, and impact statements, and other relevant environmental or cultural studies as to the Project, the Site, and adjacent areas.

Data or consultations as required for the Project but not otherwise identified in the Agreement or the Exhibits thereto.

- D. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of the presence at the Site of any Constituent of Concern, or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services, the Work, or in the performance of any Contractor.
- E. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement as required.

- F. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- G. Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
- I. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.
 - Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.
- J. Place and pay for advertisement for Bids in appropriate publications.
- K. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- L. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- M. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- N. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- O. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Substantial Completion and final payment visits to the Project.

- P. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof.
- Q. Provide Engineer with the findings and reports generated by the entities providing services to Owner pursuant to this paragraph.
- R. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- S. Perform or provide the following additional services: None

This is **EXHIBIT C**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Method of Payment*

- A. Owner shall pay Engineer for services in accordance with one or more of the following methods as identified in Attachment C-1:

1. Method A: Lump Sum
2. Method B: Standard Hourly Rates

C2.02 *Explanation of Methods*

A. Method A – Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services, services of Consultants, and reimbursable expenses, if any. Appropriate amounts will be incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.
3. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Method B – Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class for all services performed on the Specific Project, plus Reimbursable Expenses and Consultant's charges, if any.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Standard Hourly Rates and Reimbursable Expenses Schedule are attached to this Exhibit as Attachment C-2.

4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, Reimbursable Expenses, and Consultants' charges, if any.
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultant's charges, if any.
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

Costs incurred by Engineer in the performance of the Task Order in the following categories constitute Reimbursable Expenses:

- A. Transportation and subsistence incidental thereto; advertisements, postage, and shipping costs; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and their assistants; toll telephone calls, faxes, and telegrams; and reproduction of reports, Drawings, Specifications, Bidding Documents, and similar Specific Project-related items in addition to those required under Exhibit A. If authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for computer time and the use of other highly specialized equipment. Reimbursable expenses shall be paid at rates set forth in Attachment C-1 to this Exhibit C which shall be adjusted annually (as of the date of the Agreement) to reflect equitable changes in the rates.
- B. The amounts payable to Engineer for Reimbursable Expenses will be the project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to a Specific Project, the latter multiplied by a Factor of 1.0.

C2.04 *Consultant Charges*

- A. The amount payable to Engineer for Additional Services performed by the Engineer's Consultants shall be equal to 1.15 times the consultant's charges for these services.

C2.05 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding, a rate of 1.5 times the witness's standard hourly rate will be assessed. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.06 *Other Provisions Concerning Payment*

- A. *Extended Contract Times.* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*

1. Engineer's estimate of the amounts that will become payable for services provided on the basis of hourly rates and reimbursable expenses are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

This is **Attachment C-1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Services and Fees

Work Task	Study & Report Phase	Preliminary Design Phase	Final Design Phase	Bidding Phase	Construction Phase (See Note Two)	Commissioning Phase	Total	Payment Method (See Note 1)
Basic Services	\$25,000.00	\$137,400.00	\$91,600.00	\$15,000.00	\$47,500.00		\$316,500.00	Lump Sum
Design Survey	\$28,750.00						\$28,750.00	
Environmental	\$30,000.00						\$30,000.00	
Traffic Control Plan			\$20,000.00				\$20,000.00	
Water Conservation Plan	\$7,500.00						\$7,500.00	
TxDOT Permit			\$10,000.00				\$10,000.00	
TWDB Program Management	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$10,000.00		\$30,000.00	
TWDB Application	\$15,000.00						\$15,000.00	
Subtotal	\$111,250.00	\$142,400.00	\$126,600.00	\$20,000.00	\$57,500.00	0.00	\$457,750.00	
RPR Construction Services					\$93,500.00		\$93,500.00	Hourly Rate and Reimbursable Expenses
Subtotal	0.00	0.00	0.00	0.00	\$93,500.00	0.00	\$93,500.00	
Total	\$111,250.00	\$142,400.00	\$126,600.00	\$20,000.00	\$151,000.00	0.00	\$551,250.00	

Notes:

¹ Fees shown for services to be provided on the basis of Hourly Rates and Reimbursable Expenses are estimated only and are not considered lump sum or not-to-exceed values.

² Construction Phase Basic Service assumes a construction period of 270 consecutive calendar days. ENGINEER's work on this phase beyond the construction period will be billed at hourly rates.

This is **Attachment C-2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Standard Form of Agreement between Owner and Engineer for Professional Services**, dated _____.

Hourly Rate and Reimbursable Expense Schedule

Rates for hourly work and reimbursable expenses effective on the date of this Agreement are:

Principal	\$270.00/hour
Senior Environmental Planner	\$220.00/hour
Environmental Planner	\$175.00/hour
Senior Aviation Planner	\$220.00/hour
Aviation Planner	\$180.00/hour
Senior Urban Design Planner	\$215.00/hour
Urban Design Planner	\$185.00/hour
Development Services Manager	\$195.00/hour
Electrical Engineer	\$175.00/hour
Electrical Design Engineer	\$145.00/hour
Mechanical Engineer	\$185.00/hour
Senior Project Manager	\$230.00/hour
Project Manager	\$175.00/hour
Senior Project Engineer	\$170.00/hour
Project Engineer	\$150.00/hour
Senior Design Engineer	\$130.00/hour
Design Engineer	\$115.00/hour
Senior Project Architect	\$215.00/hour
Project Architect	\$145.00/hour
Design Architect	\$105.00/hour
GIS Specialist	\$180.00/hour
Senior Engineering Technician	\$195.00/hour
Engineering Technician	\$105.00/hour
Senior Design Technician	\$125.00/hour
Design Technician	\$ 90.00/hour
Safety Manager	\$135.00/hour
Safety Specialist	\$100.00/hour
TCEQ Instructor	\$100.00/hour
Regulation Compliance Specialist	\$100.00/hour
Project Assistant	\$ 90.00/hour
Senior CAD Technician	\$ 90.00/hour
CAD Technician	\$ 85.00/hour
Senior Project Representative	\$110.00/hour
Senior Project Representative - After Hours	\$130.00/hour
Project Representative	\$ 95.00/hour
Project Representative - After Hours	\$115.00/hour
Graphic Designer	\$ 75.00/hour
Administrative Assistant	\$ 75.00/hour
Secretary	\$ 55.00/hour
Three-Man Survey Crew	\$195.00/hour
Two-Man Survey Crew	\$165.00/hour
Senior Registered Surveyor	\$175.00/hour
Registered Surveyor	\$140.00/hour
Senior Survey Technician	\$120.00/hour
Survey Technician	\$100.00/hour
Mileage	\$ 0.56/mile
ATV (4-Wheeler)	\$100.00/day

GPS	\$100.00/day
Reimbursable Expenses (Travel, Lodging, Copies, Printing)	Actual Cost
Outside Consultants	Cost + 15%

NOTE: The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually as of January to reflect equitable changes in the compensation payable to Engineer.

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative (“RPR”) to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree.
- B. Through RPR's observations of Contractor's work in progress and field checks of materials and equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such RPR field checks or as a result of such RPR observations of Contractor's work in progress, supervise, direct, or have control over Contractor's Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for security or safety at the Site, for safety precautions and programs incident to any contractor's work in progress, or for any failure of a contractor to comply with Laws and Regulations applicable to such contractor's performing and furnishing of its work. The Engineer (including RPR) neither guarantee the performances of any contractor nor assumes responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific terms set forth in Paragraph A1.05 of Exhibit A of the Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:

General: RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

Liaison:

Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.

Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

Shop Drawings and Samples:

Record date of receipt of Samples and approved Shop Drawings.

Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

Review of Work and Rejection of Defective Work:

Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.

Inspections, Tests, and System Start-ups:

Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.

Records:

Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all change orders, field orders, work change directives, addenda, additional Drawings issued subsequent to the execution of the Construction Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of change orders, field orders, work change directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

Maintain records for use in preparing Project documentation.

Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

Reports:

Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

Draft and recommend to Engineer proposed change orders, work change directives, and field orders. Obtain backup material from Contractor.

Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

Completion:

Participate in visits to the Project to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.

Participate in a final visit to the Project in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed and deficiencies to be remedied.

Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

Authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items).

Exceed limitations of Engineer’s authority as set forth in this Agreement.

Undertake any of the responsibilities of Contractor, Subcontractors or Suppliers.

Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor’s work.

Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

Accept shop drawing or sample submittals from anyone other than Contractor.

Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**.

Insurance

Paragraph 6.04 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.04 Insurance

A. The limits of liability for the insurance required by Paragraphs 6.04.A and 6.04.B of the Agreement are as follows:

1. *By Engineer:*
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Each Accident: \$500,000
 - 2) Disease, Policy Limit: \$500,000
 - 3) Disease, Each Employee: \$500,000
 - c. General Liability –
 - 1) Each Occurrence
(Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$2,000,000
 - e. Automobile Liability –
 - 1) Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident \$1,000,000
 - f. Professional Liability –

- | | | |
|---------------------------|-------------------|-------------|
| 1) | Each Claim Made: | \$1,000,000 |
| 2) | Annual Aggregate: | \$2,000,000 |
| g. Other (specify): _____ | | \$_____ |
2. *By Owner:*
- | | | |
|----|--|-------------|
| a. | Workers' Compensation: | Statutory |
| b. | Employer's Liability – | |
| 1) | Each Accident | \$500,000 |
| 2) | Disease, Policy Limit | \$500,000 |
| 3) | Disease, Each Employee | \$500,000 |
| c. | General Liability – | |
| 1) | General Aggregate: | \$2,000,000 |
| 2) | Each Occurrence (Bodily Injury
and Property Damage): | \$1,000,000 |
| d. | Excess Umbrella Liability -- | |
| 1) | Each Occurrence: | \$2,000,000 |
| 2) | General Aggregate: | \$2,000,000 |
| e. | Automobile Liability – | |
| 1) | Combined Single Limit
(Bodily Injury and Property Damage):
Each Accident | \$1,000,000 |
| f. | Other (specify): _____ | \$_____ |

~~B. Additional Insureds:~~

- ~~1. Engineer and the Consultants identified in the Task Order for a Specific Project shall be listed on Owner's general liability policies of insurance as additional insureds, and on any applicable property insurance policy as loss payees, as provided in Paragraph 6.04.B.~~

This is **EXHIBIT H**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Dispute Resolution

Paragraph 6.08 of the Agreement is amended and supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by ~~by insert name of mediator, or mediation service~~. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Limitations of Liability

Paragraph 6.10 of the Agreement is supplemented to include the following agreement of the parties:

A. Limitation of Engineer's Liability

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal). If no such insurance coverage is provided with respect to Owner's Claims, then the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all such uninsured Owner's Claims shall not exceed \$1,000,000.

2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.10. the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for any special, incidental, indirect, or consequential damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants, ~~and including but not limited to:~~

3. ~~*Agreement Not to Claim for Cost of Certain Change Orders:* Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of~~

~~imprecision, incompleteness, errors, omissions, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees not to sue or to make any claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the costs of such approved Covered Change Orders exceed _____% of Construction Cost, and then only for an amount in excess of such percentage. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include any costs that Owner would have incurred if the Covered Change Order work had been included originally without any imprecision, incompleteness, error, omission, ambiguity, or inconsistency in the Contract Documents and without any other error or omission of Engineer related thereto. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percentage of Construction Cost stated above or for any other Change Order. Wherever used in this paragraph, the term Engineer includes Engineer’s officers, directors, members, partners, agents, employees, and Consultants.~~

- B. *Indemnification by Owner:* To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner’s officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No.

1. Background Data:

- a. Effective Date of Owner-Engineer Agreement: _____
- b. Owner: City of Crockett, Texas
- c. Engineer: KSA Engineers, Inc.
- d. Project: _____

2. Description of Modifications:

- a. Engineer shall perform or furnish the following Additional Services:
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:
- c. The responsibilities of Owner are modified as follows:
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:
- e. The schedule for rendering services is modified as follows:
- f. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

5. Agreement Summary (Reference only)

- a. Original Agreement amount: \$ _____
- b. Net change for prior amendments: \$ _____
- c. This amendment amount: \$ _____
- d. Adjusted Agreement amount: \$ _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: City of Crockett, Texas

ENGINEER: KSA Engineers, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date
Signed: _____

Date Signed: _____

Attachment A

Scope of Services

TWDB Funding Application

- Prepare documents and coordinate with city staff, financial advisor, and bond counsel for submittal of a funding application to the TWDB under the CWSRF program.

Study & Report Phase (TWDB Planning Phase)

- Project Environmental:
 - Prepare documentation to support a Categorical Exclusion for project work contained within existing developed/disturbed public rights-of-way.
- Topographic Survey
 - Conduct a topographic survey of the project area to locate visible, above ground features for use in development of engineering documents and plans.
- Engineering Feasibility Report
 - Using information from the topographic survey and utility mapping provided by the City, prepare three (3) alternatives to the proposed project as follows: 1) No action alternative; 2) pipe bursting alternative, 3) open trenching alternative.
 - Prepare updated opinions of probable construction cost, and other project alternative requirements.
 - Prepare a draft engineering feasibility report in accordance with TWDB program requirements and review with city staff.
 - Prepare a final engineering feasibility report, incorporating comments from city staff, and submit to the TWDB for approval.
- TWDB coordination
 - Conduct a project kick-off meeting with city and TWDB staff
 - Correspond with TWDB staff regarding planning phase submittals including response to TWDB requests for information
 - Coordination of required public notices associated with the project environmental
 - Prepare and submit monthly outlay reports to TWDB for disbursement of project funds to the City. Reports will be prepared by Engineer, submitted to the City for required signatures, and submitted to TWDB for processing upon receipt of signed report from City.

Preliminary Design Phase (TWDB Design Phase)

- 60% Plans and Specifications:
 - Prepare plans and specification to a 60% completion level for the improvements associated with the recommended alternative in the final engineering feasibility report approved by the TWDB.
 - Prepare a 60% design opinion of probable construction cost.
 - Review plans and specifications with city staff

- TWDB coordination
 - Correspond with TWDB staff regarding design phase submittals including response to TWDB requests for information
 - Prepare and submit monthly outlay reports to TWDB for disbursement of project funds to the City. Reports will be prepared by Engineer, submitted to the City for required signatures, and submitted to TWDB for processing upon receipt of signed report from City.

Final Design Phase (TWDB Design Phase)

- 90% Plans and Specifications:
 - Prepare plans and specification to a 90% completion level for the improvements associated with the recommended alternative in the final engineering feasibility report approved by the TWDB incorporating city staff comments on the 60% completion submittal.
 - Prepare construction contract agreement documents using the 2013 Engineers Joint Council document series with supplemental conditions and documents required by TWDB.
 - Prepare traffic control plan.
 - Prepare TxDOT utility installation requests.
 - Review plans and specifications with city staff
 - Prepare final design phase submittal to TWDB for review and approval.
 - TWDB coordination
- 100% Plans and Specifications:
 - Prepare plans and specification to a 100% completion level for the improvements associated with the recommended alternative in the final engineering feasibility report approved by the TWDB incorporating city staff and TWDB comments on the 90% completion submittal
- TWDB coordination
 - Correspond with TWDB staff regarding design phase submittals including response to TWDB requests for information
 - Prepare and submit monthly outlay reports to TWDB for disbursement of project funds to the City. Reports will be prepared by Engineer, submitted to the City for required signatures, and submitted to TWDB for processing upon receipt of signed report from City.

Bidding Phase (TWDB Construction Phase)

- Finalize bid advertisement schedule and prepare final bid advertisement
- Coordinate publication of bid advertisement with local newspaper
- Conduct a mandatory pre-bid meeting to ensure that all bidders are knowledgeable of specific TWDB requirements.
- Respond to bidder questions and issue addenda
- Conduct a bid opening and prepare a summary of the bid results
- Attend City Council meeting for award of construction contract
- TWDB coordination
 - Correspond with TWDB staff regarding bidding phase submittals including response to TWDB requests for information
 - Prepare and submit monthly outlay reports to TWDB for disbursement of project funds to the City. Reports will be prepared by Engineer, submitted to the City for required signatures, and submitted to TWDB for processing upon receipt of signed report from City.

Construction Phase (TWDB Construction Phase)

- Construction Administration
 - Prepare construction contract documents and coordinate execution by the Contractor and City
 - Conduct pre-construction conference
 - Review product submittals required by the final plans and specifications
 - Conduct monthly site visits, by Engineer, to assess completion level of construction
 - Process monthly Contractor applications for payment
 - Conduct preliminary and final substantial completion inspections
 - Construction administration services are estimated to occur over a 12-month construction contract period
- Resident Project Representative
 - Provide part-time Resident Project Representative services (20-hours per week) to monitor progress of work in accordance with the plans and specifications and coordinate Contractor questions with Engineer.
 - Resident Project Representative services are estimated to occur over a 9-month active construction period based upon the Contractor's actual schedule.
- TWDB Coordination
 - Correspond with TWDB staff regarding construction phase submittals including response to TWDB requests for information
 - Review Contractor provided documentation for certification of compliance with American Iron & Steel requirements.
 - Conduct monthly Contractor employee interviews and review Contractor provide documentation to ensure compliance with Davis-Bacon wage rate requirements.
 - Coordinate with City and TWDB regarding requirements for project closeout upon completion of construction.

- Prepare and submit monthly outlay reports to TWDB for disbursement of project funds to the City. Reports will be prepared by Engineer, submitted to the City for required signatures, and submitted to TWDB for processing upon receipt of signed report from City.

Commissioning Phase (TWDB Construction Phase)

- Record Drawings
 - Prepare project record drawings based on Contractor provided as-built markups

ID	WBS		Task Name	Duration	Start	Finish	2022												2023												2024												2025												Item 4
							arter	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A		
1	1		Total Project Duration	832 days	Mon 5/2/22	Tue 7/8/25																																																	
2	1.1		Planning Phase	147 days	Mon 5/2/22	Tue 11/22/22																																																	
3	1.1.1		NTP from Owner	1 day	Mon 5/2/22	Mon 5/2/22																																																	
4	1.1.2		Project Environmental	61 days	Tue 5/3/22	Tue 7/26/22																																																	
5	1.1.2.1		Categorical Exclusion	30 days	Tue 5/3/22	Mon 6/13/22																																																	
6	1.1.2.2		Notice Publication	1 day	Tue 6/14/22	Tue 6/14/22																																																	
7	1.1.2.3		Comment Period	30 days	Wed 6/15/22	Tue 7/26/22																																																	
8	1.1.3		Topographic Survey	60 days	Tue 5/3/22	Mon 7/25/22																																																	
9	1.1.4		Engineering Feasibility Report	137 days	Mon 5/16/22	Tue 11/22/22																																																	
10	1.1.4.1		Update Preliminary EFR with current info/d	30 days	Mon 5/16/22	Fri 6/24/22																																																	
11	1.1.4.2		Prepare EFR OPCC	3 days	Tue 7/26/22	Thu 7/28/22																																																	
12	1.1.4.3		Prepare draft report	7 days	Fri 7/29/22	Mon 8/8/22																																																	
13	1.1.4.4		Owner review	15 days	Tue 8/9/22	Mon 8/29/22																																																	
14	1.1.4.5		Prepare final report	1 day	Tue 8/30/22	Tue 8/30/22																																																	
15	1.1.4.6		TWDB review & approval	60 days	Wed 8/31/22	Tue 11/22/22																																																	
16	1.2		Design Phase	276 days	Wed 11/23/22	Wed 12/13/23																																																	
17	1.2.1		Preliminary Design	126 days	Wed 11/23/22	Wed 5/17/23																																																	
18	1.2.1.1		Prepare 60% Plans	120 days	Wed 11/23/22	Tue 5/9/23																																																	
19	1.2.1.2		Prepare 60% Specifications	120 days	Wed 11/23/22	Tue 5/9/23																																																	
20	1.2.1.3		60% Design OPCC	1 day	Wed 5/10/23	Wed 5/10/23																																																	
21	1.2.1.4		Owner Review	5 days	Thu 5/11/23	Wed 5/17/23																																																	
22	1.2.2		Final Design	150 days	Thu 5/18/23	Wed 12/13/23																																																	
23	1.2.2.1		Prepare 90% Plans	60 days	Thu 5/18/23	Wed 8/9/23																																																	
24	1.2.2.2		Prepare 90% Specificaitons	60 days	Thu 5/18/23	Wed 8/9/23																																																	
25	1.2.2.3		Prepare TWDB Contract Documents	15 days	Thu 8/10/23	Wed 8/30/23																																																	
26	1.2.2.4		90% Design OPCC	1 day	Thu 8/10/23	Thu 8/10/23																																																	
27	1.2.2.5		Owner Review	15 days	Thu 8/31/23	Wed 9/20/23																																																	
28	1.2.2.6		TWDB review & approval	60 days	Thu 9/21/23	Wed 12/13/23																																																	
29	1.2.2.7		Prepare 100% Plans	15 days	Thu 9/21/23	Wed 10/11/23																																																	
30	1.2.2.8		Prepare 100% Project Manual	15 days	Thu 9/21/23	Wed 10/11/23																																																	
31	1.3		Bidding Phase	48 days	Thu 12/14/23	Mon 2/19/24																																																	
32	1.3.1		1st publication of Advertisement for Bids	1 day	Thu 12/14/23	Thu 12/14/23																																																	
33	1.3.2		Pre-bid Meeting	1 day	Thu 12/21/23	Thu 12/21/23																																																	
34	1.3.3		2nd publication of Advertisement for Bids	1 day	Thu 12/21/23	Thu 12/21/23																																																	
35	1.3.4		Bid Opening	1 day	Wed 1/3/24	Wed 1/3/24																																																	
36	1.3.5		Bid tabulation & summary letter	2 days	Thu 1/4/24	Fri 1/5/24																																																	
37	1.3.6		TWDB review & approval	30 days	Mon 1/8/24	Fri 2/16/24																																																	
38	1.3.7		City Council Award	1 day	Mon 2/19/24	Mon 2/19/24																																																	
39	1.4		Construction Phase	361 days	Tue 2/20/24	Tue 7/8/25																																																	
40	1.4.1		General Contract Administration	361 days	Tue 2/20/24	Tue 7/8/25																																																	
41	1.4.1.1		Contract execution by Contractor	15 days	Tue 2/20/24	Mon 3/11/24																																																	
42	1.4.1.2		Review Contractor executed documents	3 days	Tue 3/12/24	Thu 3/14/24																																																	
43	1.4.1.3		Contract execution by Owner	10 days	Fri 3/15/24	Thu 3/28/24																																																	
44	1.4.1.4		TWDB review & approval	30 days	Fri 3/29/24	Thu 5/9/24																																																	
45	1.4.1.5		Prepare pre-construction conference agend	1 day	Fri 3/29/24	Fri 3/29/24																																																	
46	1.4.1.6		Conduct pre-construction conference	1 day	Mon 4/1/24	Mon 4/1/24																																																	
47	1.4.1.7		Prepare pre-construction conference minut	2 days	Tue 4/2/24	Wed 4/3/24																																																	
48	1.4.1.8		Issue NTP to Contractor	1 day	Fri 5/10/24	Fri 5/10/24																																																	
49	1.4.1.9		Review Contractor submittals	30 days	Mon 5/27/24	Fri 7/5/24																																																	
50	1.4.1.10		Monthly Pay Applications	270 days	Mon 5/13/24	Fri 5/23/25																																																	
51	1.4.1.11		Monthly Engineer Site Visits	270 days	Mon 5/13/24	Fri 5/23/25																																																	
52	1.4.1.12		Preliminary Substantial Completion Inspecti	1 day	Mon 5/26/25	Mon 5/26/25																																																	
53	1.4.1.13		Final Substantial Completion Inspection	1 day	Tue 7/8/25	Tue 7/8/25																																																	
54	1.4.2		Project Observation (RPR)	270 days	Mon 5/13/24	Fri 5/23/25																																																	
55	1.5		Commissioning Phase	14 days	Mon 6/9/25	Thu 6/26/25																																																	
56	1.5.1		Prepare Record Drawings	14 days	Mon 6/9/25	Thu 6/26/25																																																	

Project: CT073 DWSRF Water M

Date: Mon 3/28/22

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress