



Regular Meeting Agenda
Thursday, April 20, 2023 6:30 PM
12162 State HWY 155 N.
Tyler, Texas 75708







Page

1. Call to Order:

- 1.1 The Regular meeting of the East Texas Municipal Utility District is now called to order at 6:30 pm on Thursday, April 20, 2023. This meeting has been properly noticed according to the Laws of the State of Texas.
- 1.2 Director Roll Call:
 - President - Eddie LeJeune***
 - Vice President /Secretary- David Hair***
 - Treasurer - William Drew***
 - Member - Lathan Pilcher***
 - Member- John Weldon***
- 1.3 Therefore, the meeting is in compliance with Sec. 49.064 of the Texas Water Code and Chapter 551 of the Texas Open Government Code, this Public Meeting is now in session.
- 1.4 Received Delegations & Public Comments:
NOTICE to Attendees: Please sign the attendance sheet by the door upon your arrival. If you would like to speak to a particular subject or issue *please write in the topic(s) in the space provided* so the Presiding Officer can call on you when it is the appropriate time.

2. Business:

- 2.1 Consider and possibly approve minutes from the previous March 16, 2023 meeting.

- | | | |
|-----|--|---------|
| 2.2 | Consider and possibly approve mileage reimbursement for David Hair to RuralWaterCon 2023 in Austin TX.
GSA Documentation
GSA 2023 Rate Sheet.pdf 
Mileage Reimbursement Form
DH Mileage Report - RuralWaterCon 2023.pdf  | 4 - 5 |
| 2.3 | Consider and possibly approve TIPS purchasing cooperative resolution and agreement.
TIPS Resolution.pdf 
Tips Agreement.pdf  | 6 - 9 |
| 2.4 | Consider and possibly approve Whitman Land Group agreement.
Right of Way Services Agreement
ETEX MUD WLG ROW Services Agmt 2023.pdf  | 10 - 18 |
| 2.5 | Consider and possibly approve designating Kevin Cashion of Gollob, Morgan, and Peddy the District investment officer and adopt INVESTMENT OF PUBLIC FUNDS - POLICY No. 2023-4.20.001. | |
| 2.6 | Consider and possibly approve Schaumburg & Polk, Inc. agreements for TWDB series 2022 A & B and ARP Act projects.
TWDB Series 2022 A & B Project
Final Draft Agreement - TWDB A.B.pdf 
ARP Act Project
Final Draft Agreement-ARPA.pdf  | 19 - 42 |

3. Executive Session

Closed Session as authorized by Texas Government Code Sections 551.071 for the purpose of consulting with legal counsel.

Time into ES: _____

Time out of ES: _____

4. Adjourn

This approve by the President of the Board of Directors:

Posted 72 hours prior to the meeting by General Manager:

U.S. General Services Administration (GSA)

January Mileage Reimbursement Rates

If use of privately owned automobile is authorized or if no Government-furnished automobile is available	January 1, 2023	\$0.655
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Located on GSA website at the link below:

<https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates?gsaredirect=mileage>

Mileage Report

Name	David Hair	Rate Per Mile	\$0.665
Title	Vice President/Secretary	For Period	From 3/29/23 to 3/31/23
Purpose	RuralWaterCon 2023	Total Mileage	464
Submitted on	April 20, 2023	Total Reimbursement	\$308.56

Date	Starting Location	Destination	Mileage	Reimbursement
3/29/2023	Tyler TX	Austin TX	232	\$154.28
3/31/2023	Austin TX	Tyler TX	232	\$154.28
Totals			464	\$308.56

Approved and Signed this the _____ day of _____, 20____:

President of the Board of Directors
East Texas Municipal Utility District

(seal)

Attest to:

Member of the Board of Directors
East Texas Municipal Utility District



TIPS BOARD RESOLUTION

STATE OF TEXAS

FOR: THE REGION VIII
EDUCATION SERVICE CENTER

WHEREAS, the Board of Directors of East Texas Municipal Utility District of Smith County, Texas, pursuant to the authority granted by TEX. GOV'T CODE § 791.001, et seq, desires to participate in the TIPS Purchasing Cooperative offered by Region VIII Education Service Center, and in the Opinion that participating in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

Therefore, be it RESOLVED that the East Texas Municipal Utility District of Smith County requests a stated need for participation in The Interlocal Purchasing System (TIPS) whereby Lane Thompson is authorized and directed to sign and deliver any and all necessary requests and documents in connection therewith for and on behalf of East Texas Municipal Utility District of Smith County.

I certify that the foregoing is a true and correct original Resolution duly adopted by the East Texas Municipal Utility District of Smith County and is filed on record at the TIPS office.

In witness thereof, I have set my hand and signature this _____ day of _____, 2023 .

President of the Board of Directors
East Texas Municipal Utility District

(seal)

Attest by:

Secretary of the Board of Directors
East Texas Municipal Utility District

**AN INTERLOCAL AGREEMENT Between
Region 8 Education Service Center and a
TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT
(School, College, University, State, City, County, or Other Political Subdivision)**

East Texas Municipal Utility District of Smith County

TEXAS PUBLIC ENTITY NAME

Control Number (TIPS will Assign)

Schools enter County-District Number

Region 8 Education Service Center
Pittsburg, Texas

225 - 950
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for an Interlocal agreement to provide such services is granted under Texas Government Code § 791 *et seq* as amended. Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other legally eligible Local Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective _____ and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at any time upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Region 8 Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to improve procurement process efficiencies and assist in achieving best value for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

Roles of the TIPS Purchasing Cooperative:

- ✓ Provide for the organizational structure of the program.
- ✓ Provide staff for efficient operation of the program.
- ✓ Promote marketing of the TIPS Program.
- ✓ Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
- ✓ Provide members with procedures for placing orders through TIPS PO System.
- ✓ Maintain filing system for Due Diligence Documentation.
- ✓ Collect fees from vendors to support the costs of operations of TIPS.

Role of the Public Entity:

- ✓ Commit to participate in the program by an authorized signature on membership forms.
- ✓ Designate a Primary Contact and Secondary Contact for entity.

- ✓ Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.
- ✓ Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to tipspo@tips-usa.com.
- ✓ Accept shipments of products ordered from Awarded Vendors.
- ✓ Process Payments to Awarded Vendors in a timely manner.

General Provisions:

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC 8 are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from legally appropriated and budgeted available funds for the current fiscal year of each such entity.

No jointly owned property shall be created by this agreement and, therefore, no provision to dispose of jointly held property is required.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The site of the mediation shall be in Camp County, Texas or a site mutually agreed by the parties. The selection of the mediator shall be mutually agreed. The cost of mediation shall be shared equally.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by electronic means and the terms and conditions agreed to are binding upon the Parties.

Authorization:

Region 8 Education Service Center and The Interlocal Purchasing System (TIPS) Program have entered

into an Agreement to provide cooperative purchasing opportunities to public agencies.
This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.
(If required by the entity.)

The individuals signing below are authorized to do so by the respective parties to this Agreement.

Member Entity:

East Texas Municipal Utility District

Entity or District Name

By: _____
Authorized Signature

Print Name: Eddie LeJeune Jr.

Title: President

Date

Purchasing Cooperative Lead Agency:

Region 8 Education Service Center

By: _____
Authorized Signature

Dr. David Fitts
Title: Executive Director Region 8 ESC

Date

Public Entity Contact Information

Lane Thompson

Primary Purchasing Person Name

12162 HWY 155 N.

Street Address

Tyler, TX. 75708

City, State

903-877-3644

Telephone Number

Zip

Fax Number

lthompson@etmud.com

Primary Person Email Address

Rosemary Solis

Secondary Person Name

rsolis@etmud.com

Secondary Person Email Address

The state of Texas requires an Interlocal Agreement be approved by the respective entities governing board. You may email completed Interlocal Agreement to tips@tips-usa.com.



RIGHT OF WAY SERVICES AGREEMENT

This Right of Way Services Agreement (“Agreement”) is entered into by and between **EAST TEXAS MUNICIPAL UTILITY DISTRICT**, (“CLIENT”) and **WHITMAN LAND GROUP, LLC** (“WLG”). The CLIENT and WLG are hereinafter sometimes referred to individually as a “Party” and collectively as the “Parties”.

WITNESSETH

In consideration of their mutual covenants hereunder, the Parties agree as follows:

1. **Scope of Services.** WLG agrees to perform certain land services on an “as-needed” basis depending on the needs of the CLIENT (“Project(s)”). The Services to be provided may include, among others, those set forth in “Scope of Services” attached hereto as Exhibit “B”.

2. **Performance of Services.** After accepting a request for Services, WLG will perform the Services as an independent contractor. The CLIENT agrees to provide WLG with such information, data and criteria as may be required from time to time by WLG to perform the Services efficiently and in accordance with this Agreement.

3. **Commencement of Services.** Prior to the commencement of any work, WLG will prepare an Authorization to Proceed (“Authorization”) with project fee estimates and other supporting exhibits. Upon approval of the Authorization, such Authorization shall be signed by CLIENT and attached to this Agreement as Exhibit “E”, and Project shall be performed in accordance with the Scope of Services.

4. **Compensation and Charges for Services.** Charges for Services will be made in accordance with the Schedule of Fees attached hereto as Exhibit “A”. WLG shall invoice by Milestone for Services performed and payment shall be made by check within thirty days (30) days. WLG shall maintain such books and records as may be reasonably required to substantiate charges invoiced under this Agreement. The rates for land rights acquisition are all inclusive and will not exceed the per parcel rate outlined in this Agreement. Acquisition services will be invoiced in two Milestones:

Milestone 1 - 30% of per parcel fee

Payable after initial file set up, creation of the conveyance documents, supplemental memorandums, other project specific instruments, project maps, and delivery of an initial contact letter to the property owners.

Milestone 2 - 30% of per parcel fee

Payable upon commencement of negotiations, being the first substantial contact with the property owner by phone conversation or in-person meeting.

Milestone 3 - 40% of per parcel fee

Payable upon delivery of a signed instrument conveying the land rights needed for the Project (or other form of conveyance) or file delivered to Client’s attorney for condemnation.



4. **Confidential Information.** All confidential data and information acquired by WLG from the CLIENT during the performance of Services shall be kept confidential and shall not be disclosed by WLG to third parties without the written consent of CLIENT, unless WLG is required by law or court order to make disclosure. Data and information obtained by WLG in the ordinary course of its business, or which is in the public domain through no wrongful act of WLG shall not be considered confidential.

5. **Ownership of Work Product.** All reports, records, and other electronic files, sketches, working drawings and other tangible evidence of WLG's work product prepared hereunder for CLIENT shall be the property of CLIENT, and will be delivered by WLG upon request from CLIENT. WLG may retain a record copy of its work product.

6. **Term.** This Agreement shall have an initial term of three (3) years (the "Initial Term") commencing on the Effective Date, and then shall automatically renew for two (2) successive periods of one (1) year each (the "Renewal Terms"), unless GRANTEE or GRANTOR provide the other party with a minimum of thirty (30) days' notice of its intention not to renew at the end of the then current term.

7. **Excluded Services.** The Parties acknowledge and agree that WLG shall not supervise, direct or control CLIENT's other contractors or subcontractors at any tier ("CLIENT's Contractors"), nor shall WLG have authority over or responsibility for: (a) the means, methods, techniques or sequences of work process or other work performed; (b) jobsite safety or enforcement of federal, state, local or other safety requirements in connection with the work performed; (c) any failure to comply with applicable laws, rules, regulations, ordinances, codes, permits or orders; or (d) any actions or omissions, including their failure to perform in accordance with their contractual responsibilities, by the CLIENT's Contractors. Appraisals in connection with pre-condemnation support are not included in this agreement and will be provided at CLIENT's expense on a case-by-case basis with prior written consent of CLIENT.

8. **Insurance.** WLG shall carry, at its expense; the insurance coverages set forth in "Insurance Coverage" attached hereto as Exhibit C.

9. **Termination and Suspension.** Either Party shall have the right to terminate this Agreement if the other Party materially defaults in the performance of its obligations hereunder and fails to commence steps to remedy such default within fifteen (15) days after written notice thereof. CLIENT shall also have the right to terminate this Agreement for its own convenience, without cause, upon thirty (30) days written notice to WLG. In the event of termination, WLG shall be paid for all (i) Services rendered up to the termination date and (ii) in cases where the termination is not due to the default of WLG, costs incurred by WLG for an orderly discontinuance of Services. All partially completed work product shall be delivered to CLIENT after termination and payment therefore. (b) CLIENT may suspend performance of the Services provided that it issues to WLG a written suspension notice, which includes an undertaking by the CLIENT to adjust the price and/or the performance schedule for the impact of the suspension.

10. **Adjustments.** In the event of: (a) changes or additions to the scope of Services requested; or (b) delays in the performance of Services by reason of force majeure, charges and/or performance schedules shall, if appropriate, be adjusted. Upon the occurrence of any change, addition or delay, WLG shall, as soon as practicable, propose to the CLIENT for consideration and mutual agreement, an adjustment to charges and/or performance schedules.

11. **Warranty.** WLG warrants that the Services shall be performed with that degree of skill and judgment normally exercised by professional right of way firms performing services of a similar nature. The Parties agree that there are no standards of performance, guarantees or warranties extending beyond those expressed in this Paragraph.

12. **Notices.** Any notices or communications required or permitted to be given hereunder shall be given in writing by delivery in person or by first class mail addressed to the Party, postage prepaid, by e-mail or by facsimile at the following addresses or such other addresses as a Party may from time to time designate in writing:

To WLG:

Whitman Land Group, LLC
1251 Pin Oak Road, #131
Katy, TX 77494

Telephone: (972) 318-9688

E-Mail: matthew@whitmanlandgroup.com

To CLIENT:

East Texas Municipal Utility District
12162 SH 155 N.
Tyler, Texas 75708

Telephone: (903)877-3644

E-Mail:

Notices delivered in person shall be effective upon delivery. Notices sent by mail shall be effective on the third day after being so mailed. Notices sent by e-mail shall be effective on the day following transmission.

13. **Assignments and Subcontracts.** This Agreement shall inure to the benefit of and binding upon Parties and their successors and permitted assigns. Neither Party shall assign all or any part of this Agreement without the prior written consent of the other Party. WLG shall obtain the consent of CLIENT before subcontracting any component of the Services, such consent not to be unreasonably withheld by CLIENT.

14. **Severability.** In the event any portion of this Agreement is held to be unenforceable or invalid, the validity and enforceability of the remainder of this Agreement shall be unaffected.

15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and supersedes all previous bids, proposals, contracts, understandings and other agreements between the Parties. This Agreement may not be amended except in writing signed by both Parties. In the event of a conflict between this Agreement and any "job order" or "authorization letter" issued in connection herewith, the provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates noted herein, said Agreement to be effective on the date executed by the authorized representative for:

EAST TEXAS MUNICIPAL UTILITY DISTRICT

WHITMAN LAND GROUP, LLC

a Texas limited liability company

By: _____

By: _____

Print Name: _____

Print Name: Matthew Whitman

Title: _____

Title: Principal / Broker

Date: _____

Date: _____

SCHEDULE OF FEES

Acquisition Fee per Parcel: **\$2,995.00**

Number of Projected Acquisition Parcels: to be determined on an “as-needed” basis

Note: Fees in connection surveys are not included in per parcel acquisition fees. If the need for a survey arises through regular negotiations or possible eminent domain actions, the appraisal or survey fees will be paid by the CLIENT.

Recording Fees: \$100.00/per parcel

Includes all associated cost with Notary Services on conveyance documents, all associated expenses for recording the conveyance document within the county of record.

Fee Simple Fee per Parcel: **\$3,995.00**

Number of Projected Acquisition Parcels: to be determined on an “as-needed” basis

Title Research Fee per Parcel: **\$495.00**

Number of Projected Title Parcels: to be determined on an “as-needed” basis

Survey Fee per Parcel: **\$2,495.00** *Survey may vary per project/property

Number of Projected Survey Parcels: to be determined on an “as-needed” basis

Appraisal Fee per Parcel: **\$3,595.00**

Number of Projected Title Parcels: to be determined on an “as-needed” basis

Condemnation Support Fee per Parcel: **\$1,795.00**

Number of Projected Title Parcels: to be determined on an “as-needed” basis

Note: Fees in connection with condemnation support are for those activities after a final offer letter that are not already described in the Scope of Services included herein.

Additional Services: **\$150.00** per hour of service

Includes any request(s), activities, or services to be provided outside of the “Scope of Services” as set forth in “Exhibit B”.

SCOPE OF SERVICES

The services described below are included in the per parcel rate described in the Exhibit “A” Schedule of Fees. This Scope of services is intended to be all-inclusive for land rights acquisition with certain eminent domain support tasks if required.

Communication

- Provide monthly summaries of Projects expenses including amounts authorized, amounts paid and budget forecasting or less frequent as required by CLIENT.
- Maintain current status reports of all parcel and Projects activities and report to the CLIENT and/or CITY monthly or as otherwise requested.
- Provide schedule of all areas of work indicating anticipated start and end dates.
- Participate in Projects review meetings as required by the CLIENT.
- Prepare initial property owner contact list for use by CLIENT.

File Management

- Working files will be kept in WLG’s Projects administrative office, but documents generated or received by WLG will be forwarded to the CLIENT upon request to WLG.
- Prepare invoices utilizing the CLIENT’s standard payment submissions forms with supporting documentation.
- Maintain records of all payments including warrant number, amount, and date paid, etc.
- Maintain copies of all correspondence and contacts with property owners.

Title Services & Right of Way Verification Services

- Conduct a limited title search to identify evidence of existing easements and current deed or instrument of conveyance to ensure accuracy of ownership.
- Prepare a limited title certificate memorializing evidence of current ownership.

Negotiation Services

- Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.
- Prepare the introductory letters, memorandum of agreement, instruments of conveyance and any other documents required or requested by CLIENT on applicable CLIENT forms.
- Contact each property owners or owner’s designated representative, to present the written offer in person where practical, and deliver appraisal report if one has been prepared. Maintain follow-up contacts and secure the instruments necessary to secure the land rights needed for the contemplated facilities.
- If monetary compensation is to be offered to property owner(s) in connection with this Projects, said compensation will be approved in writing by the CLIENT prior to said offer being presented to the property owner(s).
- Respond to property owner inquiries verbally and in writing, and in person as necessary.
- Maintain parcel files of original documentation related to the property interest acquire.

- Transmit to CLIENT any written counteroffer from property owners including supporting documentation, along with a response recommendation.
- Record all instruments securing property rights with the County Clerk in the jurisdiction in which the subject property is located.

Deliverables

Upon completion of the acquisition of land rights, WLG shall deliver to CLIENT:

- Original signed instrument.
- Appraisal (if applicable)
- Copy of Memorandum of Agreement (if applicable).
- Limited Title Certificate (verifying ownership).
- a copy of the most recent deed (or other conveyance document) applicable to the subject property.

Additionally, in the event of an uncooperative party, Whitman Land Group, LLC will provide the following eminent domain support tasks:

Surveys

- Initiate and survey of the acquisition parcel, at CLIENT's cost, from a licensed Surveyor familiar with land acquisitions in the Projects area.

Appraisals

- Initiate an appraisal of the acquisition parcel, at CLIENT's cost, from a licensed Appraiser familiar with land acquisitions in the Projects area. Appraisal fees are not included in this agreement.
- Analyze appraisal and confirm with CLIENT the approved value prior to making offer for each parcel.

Negotiations and Acquisitions

- Prepare an initial offer letter that includes copies of all appraisal reports received on the property, a survey of the acquisition parcel (prepared by others), copies of the proposed conveyance instrument, and the Texas Landowner Bill of Rights. Delivery of the Initial Offer Letter will be via USPS Certified Mail, Return Receipt Requested.
- Negotiate in good faith with the property owner during the prescribed 30-day period for owners consideration of the Initial Offer.
- Prepare a Final Offer Letter that includes copies of all appraisal reports received on the property, a survey of the acquisition parcel (prepared by others), copies of the proposed conveyance instrument, and the Texas Landowner Bill of Rights. Delivery of the Final Offer Letter will be via USPS Certified Mail, Return Receipt Requested.
- Negotiate in good faith with the property owner during the prescribed 14-day period for owners consideration of the final offer.
- WLG shall maintain negotiators logs detailing attempts at contact, conversations, and other communications with the property owner during the negotiation period.

Deliverables:

Upon expiration of the 30-day and 14-day periods for the property owners consideration of the Initial Offer and the Final Offer, WLG shall deliver to CLIENT:

- Copy of the Initial Offer Letter and exhibits
- Copy of the Final Offer Letter and exhibits
- Appraisal
- Proposed Conveyance Document
- Negotiators Log
- Copies of written communications between WLG and property owner.

This Scope of Work for Condemnation Support Services does not adequately address all potential aspects of acquiring property rights as established in the Uniform Relocation Assistance and Real Property Acquisition Policy's Act of 1970 and further defined by Texas Senate Bill 18.

**CERTIFICATE OF LIABILITY INSURANCE**
 DATE (MM/DD/YYYY)
 3/20/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davidson Stewart Morelock 11700 Preston Rd Ste 660-205 Dallas TX 75230		CONTACT NAME: John Logan PHONE (A/C, No, Ext): (214) 217-9277 FAX (A/C, No): (214) 217-9278 E-MAIL ADDRESS: jlogan@dsminsurance.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: The Hartford	NAIC # 29424
INSURED WHITMAN REAL ESTATE GROUP LLC DBA WHITMAN LAND GROUP 1251 Pin Oak Rd - Suite 131-152 Katy TX 77494		INSURER B: Hiscox Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	10200

COVERAGES**CERTIFICATE NUMBER:** CL1932011038**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X		46SBVU3341	2/14/2019	2/14/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY	X		46UECIA4355	3/21/2019	3/21/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			46SBVU3341	2/14/2019	2/14/2020	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DED RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	46WBCAS7529	2/14/2019	2/14/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			MPL151684317	2/14/2019	2/14/2020	Aggregate 2,000,000
B	Cyber Liability			MPL151684317	2/14/2019	2/14/2020	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE John Morelock/JL

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 ACORD 25 (2014/01)
 INS025 (201401)

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11/2/2015



Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any coincidental information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Whitman Real Estate Group, LLC	9000918	matthew@whitmanlandgroup.com	972-318-9688
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Matthew Whitman	0441422	matthew@whitmanlandgroup.com	972-979-2350
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Sales Agent/Associate's Name	License No.	Email	Phone
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

Whitman Real Estate Group, 1251 Pin Oak Rd, Suite 131 Katy, TX 77494

Information available at www.trec.texas.gov

Phone: 83252965101

Fax: 8324135455

IABS 1-0 Date
Unfiled

SHORT FORM OF AGREEMENT BETWEEN
East Texas Municipal Utility District (OWNER)
AND
Schaumburg & Polk, Inc. (ENGINEER)

FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between East Texas Municipal Utility District ("Owner") and Schaumburg & Polk, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
TWDB DWSRF Water System Improvements (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

Engineer’s services are described in the attached “Specific Scope of Work” document dated April 2023. This document is Exhibit A to this Agreement and becomes a binding part of this Agreement.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period:
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding ___ months. If the

actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, then the 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. In addition, Engineer may, after giving

seven days written notice to Owner, suspend services under this Agreement until Engineer has been 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. Payments will be credited first to interest and then to principal.

3.01 *Termination*

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. 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 for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a

termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.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 of notice; 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.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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.
- C. In the event of any termination under Paragraph 3.01, 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.

4.01 *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 4.01.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, 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.

5.01 *General Considerations*

- A. 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. Subject to the foregoing standard of care, 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.
- B. Except as otherwise provided in Exhibit A to this Agreement, Engineer shall not supervise, direct, control, or have authority over any contractor's 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 Project 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.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor, except to the extent Engineer is responsible for

the same under Exhibit A to this Agreement. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Except as otherwise provided in Exhibit A to this Agreement, 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 employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. 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 the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have 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.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, 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, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or two (2) times the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42

U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, 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 Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), 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.

7.01 *Basis of Payment*

A. Using the procedures set forth in Paragraph 2.01, in accordance and as outlined in Exhibit A (TWDB Series 2022 A & B Budget), Owner shall pay Engineer as follows:

1. Not to exceed amount of \$ 535,000.00

B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

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

OWNER:

By: _____
Title: _____
Date Signed: _____

Address for giving notices:

East Texas Municipal Utility District

12162 SH 155 N.

Tyler, Tx 75708

903-877-3644

ENGINEER:

By: Jeremy P. Buechter, P.E.

Title: Executive Vice President

Date Signed: _____

Engineer License or Firm's Certificate
Number: TBPE 000520

State of: Texas

Address for giving notices:

Schaumburg & Polk, Inc.

320 S. Broadway, Suite 200

Tyler, TX 75702

903-595-3913

Exhibit A
East Texas Municipal Utility District (ETMUD)
TWDB DWSRF Water System Improvements
Specific Scope of Work
April 2023

This should be included as Exhibit A to the EJCDC Short Form of Agreement between Owner and Engineer for Professional Services.

This TWDB DWSRF Water System Improvements Project generally includes the Development of a Water System Master Plan, planning, design, bidding and construction phase services for new waterlines and replacement of waterlines and equipment.

BASIC SERVICES

The following tasks are anticipated to be completed as part of this project.

Task 1: Water System Master Plan

Project Management:

Perform general project management related tasks such as routine communication with ETMUD, project status updates, quality control efforts, project inspections and oversight, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule. Schaumburg & Polk will maintain all records and work directly with TWDB representatives, ETMUD staff, and others to ensure compliance with TWDB requirements, including provision of the following services:

Evaluation of Existing Conditions:

\$45,000

Schaumburg & Polk will use the data collected to develop a hydraulic water model for ETMUD's water system. Schaumburg & Polk will apply the current development conditions and associated peak demands (daily flow and fire flow demands) to determine the adequacy/capacity of the existing water infrastructure (storage facilities, wells, pump stations and lines):

- Schaumburg & Polk will prepare a color exhibit showing the existing conditions. The base map for the existing infrastructure will be provided by ETMUD.
- Schaumburg & Polk will perform up to five (5) site visits to review the existing infrastructure discuss the existing conditions, infrastructure, and results of the existing conditions model.
- Schaumburg & Polk will develop a Land Use Plan.
- Schaumburg & Polk will perform and provide the results of a hydraulic model of ETMUD.
- Schaumburg & Polk will coordinate with ETMUD to obtain the following data needed to prepare the Water System Master Plan. The following data will be provided by ETMUD:
 - Current and historical number of service connections within the service area
- Schaumburg & Polk will prepare, evaluate, or determine best practice for the following:
 - Population projections and anticipated growth trends for service area
 - ETMUD's Design Criteria and relevant Ordinances
 - Zoning and/or land use plan
- Agreements with wholesale customer(s)
- Flow data from meters at intake locations

- SCADA data for elevated storage tanks, ground storage tanks, standpipes/columns, pump stations, wells. SCADA data may include historical operating levels/ranges/settings for all storage facilities, pump discharge/head parameters, meter data, etc.
- Historical customer water billing records
- Fire hydrant pressure/flows in the system
- Relevant correspondence regarding the water system from TCEQ and other agencies
- Record drawings for all water facilities and appurtenances (GIS files may be sufficient)

Evaluation of Ultimate Conditions:

\$50,000

- Schaumburg & Polk will use the data collected and the hydraulic model to determine the short term (5-year and 10-year) and ultimate conditions (build out conditions) for ETMUD.
- Schaumburg & Polk will determine the water infrastructure that is needed to meet the peak water demands for the planning horizons.
- Schaumburg & Polk will prepare a color exhibit showing the proposed improvements.
- Schaumburg & Polk will meet with ETMUD up to five (5) times to discuss the proposed conditions, infrastructure, and results of the proposed conditions model.
- Schaumburg & Polk will develop a Capital Improvement Plan list and associated Opinion of Probable Construction Costs (OPCC) for the proposed improvements for the planning horizon.
- Schaumburg & Polk will develop an Asset Management Plan with an opinion of probable costs associated with the Asset Management Plan.
- Schaumburg & Polk will meet with ETMUD to determine a prioritization listing of the proposed improvements based upon need, growth, and budgetary constraints.
- Schaumburg & Polk will assist ETMUD's consultants in the development of a depreciation schedule, cost of service study, and a rate study.

Preparation of Report:

\$50,000

Schaumburg & Polk will prepare a report to summarize the analysis, approaches, assumptions, results, and recommendations. The report will be in an 8.5"x11" format with color exhibits, where appropriate. Up to five (5) copies of the draft report will be provided to ETMUD for review and comment. Schaumburg & Polk will address up to two (2) rounds of comments. A .pdf version of the final report will be provided to ETMUD. The report will contain the following elements:

- Executive Summary
- Introduction
- Collected Data (population projections, historical trends/projections, supply, and demand information)
- Existing System Overview
- Design Criteria
- System Evaluation
- Conclusion and Recommendations
 - Hydraulic Model
 - Asset Management Plan
 - 5-year and 10-year Capital Improvement Plan
 - Land Use Plan
- Appendices (Exhibits)

Task 2: Water System Improvements

Project Management:

Perform general project management related tasks such as routine communication with ETMUD, project status updates, quality control efforts, project inspections and oversight, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule. Schaumburg & Polk will maintain all records and work directly with TWDB representatives, ETMUD staff, and others to ensure compliance with TWDB requirements, including provision of the following services:

Planning Phase:

\$50,000

- Meet with ETMUD to determine specific requirements of project.
- Review existing system information provided by the ETMUD.
- Field data collection for design, including any needed topographic survey of selected sites and areas of upgrade as deemed necessary by Schaumburg & Polk.
- Prepare updated preliminary cost opinions and review with ETMUD.
- Identify any required Environmental permits.
- Prepare a report containing the plan for the construction project which is called an Engineering Feasibility Report "EFR" and review with ETMUD and incorporate comments.
- Submit EFR for TWDB approval and respond to comments.

Design Phase:

\$140,000

- Prepare final signed and sealed plans and specifications for upgrades and rehabilitation.
- Include consideration of alternate bids as recommended by Schaumburg & Polk or requested by ETMUD.
- Review final plans and specifications with ETMUD and revise as necessary to address any comments or questions.
- Submit final plans and specs to TWDB, TxDOT, TCEQ, and any other required regulatory review, and respond to questions or comments.
- Acquire necessary environmental approvals for all work. This excludes an individual USACE permit (not anticipated).
- SCHAUMBURG & POLK will perform internal review of the plans and contract documents at 30, 60, and 90% completion milestones.
- ETMUD will be provided plans and contract documents for review and comments at 30, 60, and 90% completion milestones.
- Schaumburg and Polk shall produce an inspection plan for all aspects and phases of construction to ensure the highest quality of construction.
- Schaumburg and Polk shall produce an inspection plan for all aspects and phases of construction to ensure the highest quality of construction.

Bidding, Construction, and Inspection Phase:

\$200,000

- Provide contract documents and assist ETMUD in bidding project.
- E-mail advertisements directly to contractors to help advertise projects.
- Advertise in on-line planrooms.
- Print and distribute Plans and Specs to responsive contractors.
- Conduct bid opening, evaluate, and tabulate bids, and submit findings to ETMUD.

- Conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Schaumburg & Polk, including Progress Schedule, Schedule of Submittals, and Schedule of Values.
- Make visits to the Site at intervals appropriate to the various stages of construction, as Schaumburg & Polk deems necessary, to observe the progress and quality of the Contractor's executed Work. Anticipated as 12 hrs per week for a 26-week construction duration or as needed to ensure construction standards. Schaumburg & Polk shall be for confirming that each phase and aspect of the work is performed by the contractor in accordance with all engineering design specifications and all materials and manufacturer's specifications.
- Site visits shall be coordinated based on the contractor's submitted schedule and progress.
- Schaumburg & Polk and ETMUD shall compile a list of critical milestones based on Contractor's schedule and coordinate to witness all critical work and provide appropriate inspection and testing.
- Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.
- Recommend and prepare Change Orders and Work Change Directives to ETMUD, as appropriate.
- Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.
- Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. Discuss with ETMUD the pros/cons of "or-equal" items and represent ETMUD in enforcement of plans and specifications and/or appropriate cost or schedule adjustments to allow "or-equals".
- 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.
- Process pay applications from Contractor.
- In company with ETMUD and Contractor, conduct an inspection to determine if the Work is substantially complete. If Schaumburg & Polk considers the Work substantially complete, Schaumburg & Polk shall provide a certificate of Substantial Completion to ETMUD and Contractor.
- Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Schaumburg & Polk may recommend, in writing, final payment to Contractor.
- Schaumburg & Polk shall assemble and provide a final set of as-built drawings based on Contractors field plan set, Schaumburg & Polk's working plan set, and the Resident Representatives field set of plans. These plans will be provided to ETMUD in both paper and digital format. These shall include operable data and design files including but not limited to CADD, ArcGIS, and Shape files.

Project Deliverables:

- Prepare a Water System Master Plan including but not limited to the following:
 - Hydraulic Model
 - Asset Management Plan
 - 5-year and 10-year Capital Improvement Plan
 - Land Use Plan
 - Assist ETMUD's consultants where needed in their completion of the following:
 - ✧ Depreciation Schedule of current and future assets
 - ✧ Cost of Service Study
 - ✧ Rate Study
- Obtaining TWDB Approved EFR
- Prepare Environmental Permit(s)
- Prepare 30% Design Phase Plans, Construction Estimate
- Prepare 60% Design Phase Plans, Specifications, Construction Estimate

- Prepare Final Signed and Sealed Plans and Specifications.
- Prepare Bid Tabulation and review of low bidders
- Prepare Construction Record Drawings (As-builts)
- Comply with all TWDB and TCEQ requirements
- Prepare contractor payment reports needed for payment issuances and all other needs from the TWDB representatives, ETMUD staff and others to pay contractors associated with the project
- Prepare detailed Inspection Reports

Responsibilities of ETMUD:

- ETMUD is responsible for any and all fees required for any permits.
- This proposal excludes boundary survey or land acquisition.
- GIS Mapping
- Depreciation Schedule of current and future assets
- Cost of Service Study
- Rate Study

END OF 5-PAGE SPECIFIC SCOPE OF WORK

TWDB Series 2022 A & B Budget				
Item No.	Item Name	Item Description	Item Proj. Cost	Item Vendor
1	GIS	Create a digital or GIS map of the water system by plotting known points, pot-holing & recording new data points, and using of old maps.	\$ 30,000.00	ETMUD - Third party as needed
2	Evaluation of Existing Conditions	SPI will use the data collected to develop a hydraulic water model for ETMUD's water system. SPI will apply the current development conditions and associated peak demands to determine adequate/capacity needs.	\$ 45,000.00	SPI
3	Evaluation of Ultimate Conditions	Schaumburg & Polk will use the data collected and the hydraulic model to determine the short term (5-year and 10-year) and ultimate conditions	\$ 50,000.00	SPI
4	Preparation of Report	Schaumburg & Polk will prepare a report to summarize the analysis, approaches, assumptions, results and recommendations.	\$ 50,000.00	SPI
5	Planning Phase	Meet with ETMUD to determine specific requirements of project, field data collection for design, including any needed topographic survey of selected sites and areas of upgrade, and etc.	\$ 50,000.00	SPI
6	Design Phase	Prepare final signed and sealed plans and specifications for upgrades and rehabilitation, include consideration of alternate bids as recommended, and etc.	\$ 140,000.00	SPI
7	Bidding, Construction, and Inspection Phase	Provide contract documents and assist ETxMUDETUD in bidding project, e-mail advertisements directly to contractors to help advertise project, advertise in on-line planrooms, print and distribute Plans and Specs to responsive contractors and etc. Inspection of all work performed during construction to ensure that it was installed according to engineer standards, design and material & manufacturer specifications.	\$ 200,000.00	SPI
8	Depreciation Schedule, Cost of Service Study, and Rate Study Analysis	Determine the current asset depreciation schedule and develop a method and/or procedures to accurately assess the depreciation of constructed and future assets, determine the cost of service, and determine a rate for services for the adequate management of the system.	\$ 50,000.00	ETMUD - Third party as needed
9	Construction	Watermain relocation	\$ 1,020,000.00	Contractor
10	Emergency Power	Reserve Power System; including solar panels, wind power, batteries, and smart grid components, for high capacity wells.	\$ 415,000.00	Contractor
11	Permit Fees	Possible fees for permits as required.	\$ 8,500.00	ETMUD - Third party as needed
12	Advertisements	Newspaper advertisements.	\$ 8,500.00	ETMUD - Third party as needed
13	Easements	Surveying and easement acquisitions.	\$ 50,000.00	ETMUD - Third party as needed
Total			\$ 2,117,000.00	
State of Texas Intended Use Plan 2022 - Drinking Water State Revolving Fund Funding amount			\$ 2,119,530.00	

Agreed, approved, and signed this the _____ day of _____, 20____:

President of the Board of Directors
East Texas Municipal Utility District

(seal)

Attest by:

Secretary of the Board of Directors
East Texas Municipal Utility District

Agreed, approved, and signed this the _____ day of _____, 20____:

Jeremy P. Buechter, P.E.
Executive Vice President
Schaumburg & Polk, Inc.

SHORT FORM OF AGREEMENT BETWEEN
East Texas Municipal Utility District (OWNER)
AND
Schaumburg & Polk, Inc. (ENGINEER)

FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between East Texas Municipal Utility District (“Owner”) and Schaumburg & Polk, Inc. (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: ARPA Regionalization of the Winona Wastewater System (“Project”).

Engineer’s Services under this Agreement are generally identified as follows:

Engineer’s services are described in the attached “Specific Scope of Work” document dated April 2023. This document is Exhibit A to this Agreement and becomes a binding part of this Agreement.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services within a reasonable time, or within the following specific time period:
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding ___ months. If the

actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, then the 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. In addition, Engineer may, after giving

seven days written notice to Owner, suspend services under this Agreement until Engineer has been 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. Payments will be credited first to interest and then to principal.

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.

b. 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 for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a

termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.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 of notice; 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.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer 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.
- C. In the event of any termination under Paragraph 3.01, 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.

4.01 *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 4.01.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, 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.

5.01 *General Considerations*

- A. 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. Subject to the foregoing standard of care, 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.
- B. Except as otherwise provided in Exhibit A to this Agreement, Engineer shall not supervise, direct, control, or have authority over any contractor's 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 Project 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.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor, except to the extent Engineer is responsible for

the same under Exhibit A to this Agreement. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Except as otherwise provided in Exhibit A to this Agreement, 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 employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. 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 the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have 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.

- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, 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, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or two (2) times the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42

U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, 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 Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), 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.

7.01 *Basis of Payment*

- A. Using the procedures set forth in Paragraph 2.01, in accordance and as outlined in Exhibit A (ARPA Budget), Owner shall pay Engineer as follows:

1. Not to exceed amount of \$ 620,000.00

- B. The portion of the compensation amount billed monthly for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

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

OWNER:

By: Eddie LeJeune,

Title: President

Date Signed: _____

Address for giving notices:

East Texas Municipal Utility District

12162 SH 155 N.

Tyler, Tx 75708

903-877-3644

ENGINEER:

By: Jeremy P. Buechter, P.E.

Title: Executive Vice President

Date Signed: _____

Engineer License or Firm's Certificate

Number: TBPE 000520

State of: Texas

Address for giving notices:

Schaumburg & Polk, Inc.

320 S. Broadway, Suite 200

Tyler, TX 75702

903-595-3913

Exhibit A
East Texas Municipal Utility District (ETMUD)
ARPA Regionalization of the Winona Wastewater System
Specific Scope of Work
April 2023

This should be included as Exhibit A to the EJCDC Short Form of Agreement between Owner and Engineer for Professional Services.

This ARPA Regionalization of the Winona Wastewater System Project generally includes: The development of a construction plans for decommissioning of the City of Winona's Wastewater Treatment Plant (WWTP), construction of a lift station and force main to pump all flow from Winona's WWTP location to East Texas Municipal Utility Districts' WWTP, construction of an all-weather access road to new lift station at location of lift station, and improvements needed at ETMUD's WWTP.

BASIC SERVICES

The following tasks are anticipated to be completed as part of this project.

Project Management:

Perform general project management related tasks such as routine communication with ETMUD, project status updates, quality control efforts, project inspections and oversight, internal team meetings, project invoicing, project planning efforts, preparation of the project schedule and updates to the project schedule. Schaumburg & Polk will maintain all records and work directly with grant coordinator, ETMUD staff, county representatives, and others to ensure compliance with ARP Act requirements, including provision of the following services:

Planning Phase:

\$125,000

- Meet with ETMUD to determine specific requirements of project.
- Review existing Winona & ETMUD system information.
- Field data collection for design, including any needed topographic survey of selected project areas as deemed necessary by Schaumburg & Polk.
- Prepare preliminary cost opinions and review with ETMUD.
- Identify any required environmental permits.
- Prepare a Preliminary Engineering Report (PER) containing the plan for the project, review with ETMUD, and incorporate comments.
- Submit PER to TCEQ and respond to comments.

Design Phase:

\$270,000

- Develop a Closure Plan for Winona's WWTP
- Submit closure plan to TCEQ for approval
- Prepare final signed and sealed plans and specifications for construction associated with the decommissioning of Winona's WWTP, construction of lift station and force main
- Include consideration of alternate bids as recommended by Schaumburg & Polk or requested by ETMUD.
- Review final plans and specifications with ETMUD and revise as necessary to address any comments or questions.
- Submit final plans and specs to TxDOT, TCEQ, and any other required regulatory reviewers, and respond to questions

or comments.

- Acquire necessary environmental approvals for all work. This excludes an individual USACE permit (not anticipated).
- SPI will perform internal review of the plans and contract documents at 30, 60, and 90% completion milestones
- Schaumburg and Polk shall produce an inspection plan for all aspects and phases of construction to ensure the highest quality of construction.

Bidding , Construction, and Inspection Phase:

\$225,000

- Provide contract documents and assist ETMUD in bidding the project.
- E-mail advertisements directly to contractors to help advertise project.
- Advertise in on-line planrooms
- Print and distribute Plans and Specs to responsive contractors.
- Conduct bid opening, evaluate, and tabulate bids, and submit findings to ETMUD.
- Conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Schaumburg & Polk, including Progress Schedule, Schedule of Submittals, and Schedule of Values.
- Make visits to the Site at intervals appropriate to the various stages of construction, as Schaumburg & Polk deems necessary, to observe the progress and quality of the Contractor's executed Work. Anticipated as 15 hrs per week for a 39-week construction duration or as needed to ensure construction standards. Schaumburg & Polk shall be for confirming that each phase and aspect of the work is performed by the contractor in accordance with all engineering design specifications and all materials and manufacturer's specifications.
- Site visits shall be coordinated based on the Contractor's submitted schedule and progress.
- Schaumburg & Polk and ETMUD shall compile a list of critical milestones based on Contractor's schedule and coordinate to witness all critical work and provide appropriate inspection and testing.
- Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.
- Recommend and prepare Change Orders and Work Change Directives to ETMUD, as appropriate.
- Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.
- Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor. Discuss with ETMUD pros/cons of "or-equal" items and represent ETMUD in enforcement of plans and specifications and/or appropriate cost or schedule adjustments to allow "or-equals".
- 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.
- Process pay applications from Contractor.
- In company with ETMUD and Contractor, conduct an inspection to determine if the Work is substantially complete. If Schaumburg & Polk considers the Work substantially complete, Schaumburg & Polk shall provide a certificate of Substantial Completion to ETMUD and Contractor.
- Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Schaumburg & Polk may recommend, in writing, final payment to Contractor.
- Provide TCEQ with documentation that closure plan for Winona's wastewater treatment plant was followed
- Schaumburg & Polk shall assemble and provide a final set of as-built drawings based on Contractors field plan set, Schaumburg & Polk's working plan set, and the Resident Representatives field set of plans. These plans will be provided to ETMUD in both paper and digital format. These shall include operable data and design files including but not limited to CADD, ArcGIS, and Shape files.

Project Deliverables:

- Obtaining TCEQ approval of Winona WWTP Closure Plan
- Obtaining TCEQ approval of Construction Plans
- Obtaining Environmental Permit(s)
- Preparing 30% Design Phase Plans, Construction Estimate
- Preparing 60% Design Phase Plans, Specifications, Construction Estimate
- Prepare Final Signed and Sealed Plans, Specifications, Construction Estimate
- Perform Bid Tabulation and review of low bidders
- Prepare Construction Record Drawings
- Comply with all ARP Act requirements
- Prepare contractor payment reports needed for payment issuances and all other needs from the grant coordinator, ETMUD staff, county representatives, and others to pay contractors associated with the project
- Prepare detailed Inspection Reports

Responsibilities Of ETMUD:

- ETMUD is responsible for any and all fees required for any permits.
- ETMUD is responsible for any newspaper advertisement costs
- This proposal excludes boundary survey or land acquisition.

END OF 3-PAGE SPECIFIC SCOPE OF WORK

City of Winona ARP Act Project				
Item No.	Item Name	Item Description	Item Proj. Cost	Item Vendor
1	Planning Phase	Meet with ETMUD to determine specific requirements of project, field data collection for design, including any needed topographic survey of selected sites and areas of upgrade. Review existing Winona & ETMUD system information. Field data collection for design, including any needed topographic survey of selected project areas as deemed necessary by SPI. Prepare preliminary cost opinions and review with ETMUD. Identify any required environmental permits. Prepare a Preliminary Engineering Report (PER) containing the plan for the project, review with ETMUD, and incorporate comments. Submit PER to TCEQ and respond to comments	\$ 125,000.00	SPI
2	Design Phase	Develop a Closure Plan for Winona's WWTP. Submit closure plan to TCEQ for approval. Prepare final signed and sealed plans and specifications for construction associated with the decommissioning of Winona's WWTP, construction of lift station and force main. Include consideration of alternate bids as recommended by Schaumburg & Polk or requested by ETMUD. Review final plans and specifications with ETMUD and revise as necessary to address any comments or questions. Submit final plans and specs to TxDOT, TCEQ, and any other required regulatory reviewers, and respond to questions or comments. Acquire necessary environmental approvals for all work. This excludes an individual USACE permit (not anticipated). SPI will perform internal review of the plans and contract documents at 30, 60, and 90% completion milestones	\$ 270,000.00	SPI
3	Bidding, Construction, and Inspection Phase	Provide contract documents and assist ETMUD in bidding the project. E-mail advertisements directly to contractors to help advertise project. Advertise in on-line planrooms. Print and distribute Plans and Specs to responsive contractors. Conduct bid opening, evaluate, and tabulate bids, and submit findings to ETMUD. Conduct a Pre-Construction Conference prior to commencement of Work at the Site. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to SPI, including Progress Schedule, Schedule of Submittals, and Schedule of Values. Make visits to the Site at intervals appropriate to the various stages of construction, as SPI deems necessary, to observe the progress and quality of the Contractor's executed Work. Anticipated as 15 hrs per week for a 39 week construction duration or as need to ensure construction standards. Site visits shall be coordinated based on Contractor's submitted schedule and progress. SPI and ETMUD shall compile a list of critical milestones based on Contractor's schedule and coordinate to witness all critical work and provide appropriate inspection and testing and the rest of scope has outlined.	\$ 225,000.00	SPI
4	Permit Fees	Possible fees for permits as required.	\$ 8,500.00	ETMUD
5	Advertisements	Newspaper advertisements.	\$ 8,500.00	ETMUD
6	Easements	Surveying and easement acquisitions.	\$ 85,000.00	Third Party
7	Construction	Lift Station and Forcemain	\$ 2,475,000.00	Contractor
8	Emergency Power	Reserve Power System; including solar panels, wind power, batteries, and smart grid components for the site needs.	\$ 400,000.00	Contractor
Total			\$ 3,597,000.00	
Smith County ARP Act Committed Funds			\$ 3,700,000.00	

Agreed, approved, and signed this the _____ day of _____, 20____:

President of the Board of Directors
East Texas Municipal Utility District

(seal)

Attest by:

Secretary of the Board of Directors
East Texas Municipal Utility District

Agreed, approved, and signed this the _____ day of _____, 20____:

Jeremy P. Buechter, P.E.
Executive Vice President
Schaumburg & Polk, Inc.