

CITY OF FAIRFIELD
CITY COUNCIL MEETING
JUNE 22, 2021

THE CITY COUNCIL OF THE CITY OF FAIRFIELD, TEXAS WILL CONVENE INTO A REGULAR SCHEDULED MEETING AT 6:00PM ON TUESDAY, JUNE 22, 2021 IN THE FAIRFIELD ISD CARREER AND TECHNOLOGY EDUCATION COMPLEX, AT 960 E. COMMERCE ST, FAIRFIELD, TEXAS, 75840 IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT, CHAPTER 551 TEXAS GOVERNMENT CODE. MEMBERS OF THE PUBLIC MAY PARTICIPATE BY JOINING AT (844) 854-2222 AND ENTER CODE 693979.

NOTICE: AT ANY TIME DURING THE CITY COUNCIL MEETING, THE CITY COUNCIL MAY ADJOURN INTO EXECUTIVE SESSION FOR ANY REASON LISTED ON THIS AGENDA PURSUANT TO ANY APPLICABLE SECTION OF THE TEXAS GOVERNMENT CODE, CONSULTATION WITH ATTORNEY – SECTION 551.071, REAL PROPERTY DELIBERATION – SECTION 551.072, DELIBERATION ON GIFTS – SECTION 551.073, PERSONNEL MATTERS – SECTION 551.074, DISCUSSION OF SECURITY MEASURES – SECTION 551.076 AND ECONOMIC DEVELOPMENT – SECTION 551.087.

H.B. NO.2840 – Section 551.001(3) (b) and (c). A governmental body shall allow each member of the public who desires to address the body regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item. A governmental body may adopt reasonable rules regarding the public's right to address the body under this section, including rules that limit the total amount of time that a member of the public may address the body on a given it. **CITIZENS WISHING TO SPEAK DURING CITIZEN COMMENTS OR ON A PARTICULAR AGENDA ITEM NEED TO NOTIFY THE CITY SECRETARY AT: (903) 389-2633 BY 9:00 A.M. MONDAY, JUNE 21, 2021.**


1. CALL TO ORDER; PRAYER AND PLEDGE
2. VISITORS AND CITIZENS FORUM: AT THIS TIME, ANY PERSON WITH BEFORE THE COUNCIL NOT SCHEDULED ON THE AGENDA MAY SPEAK TO THE COUNCIL. NO FORMAL ACTION CAN BE TAKEN ON THESE ITEMS AT THIS TIME.
3. EXECUTIVE SESSION-
 1. CONSULTATION WITH ATTORNEY- SECTION 551.071
 - A. DISCUSSION AND UPDATE REGARDING CITY OF TEAGUE V. CITY OF FAIRFIELD AND ITS MAYOR KENNETH D HUGHES, IN HIS OFFICIAL CAPACITY, CAUSE NO. CV 18334-1 AND; CITY OF TEAGUE V. CITY OF FAIRFIELD, CAUSE NO. 18-334-B.
4. RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ON ITEM(S) DISCUSSED IN EXECUTIVE SESSION
5. DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING THE CITY ADMINISTRATOR TO ISSUE REQUEST FOR PROPOSALS FOR APPLICATION AND PLAN WRITING SERVICES TO THE 2021 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PLANNING AND CAPACITY FUND.
6. DISCUSSION AND POSSIBLE ACTION ON A PURCHASE REQUEST TO PURCHASE EQUIPMENT TO REPAIR PART OF THE UV DISINFECTION EQUIPMENT AT MIMS CREEK WASTEWATER PLANT.
7. DISCUSSION AND POSSIBLE ACTION ON A PROPOSAL FROM HAYTER ENGINEERING TO DESIGN AND SUPERVISE BIDDING AND CONSTRUCTION OF EXTENDING A 6" WATER LINE ON COUNTY ROAD 606 OR PHASE III OF THE CITY'S WATER LOOP PROJECT.
8. ADJOURN

I CERTIFY THAT THE ABOVE NOTICE OF MEETING WAS POSTED BY JUNE 18 2021 At 6:00 P.M. ON THE WINDOW AT THE ADMINISTRATION AND UTILITY BILLING OFFICES LOCATED AT 425 W. COMMERCE ST, FAIRFIELD TEXAS, AND WILL REMAIN POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING SCHEDULED TIME OF THE MEETING, I FURTHER CERTIFY THAT THE FOLLOWING NEWS MEDIA AND WEBSITE HOSTING WAS PROPERLY NOTIFIED OF THIS MEETING AS STATED ABOVE: FAIRFIELD RECORDER AND FREESTONE COUNTY TIMES, FAIRFIELD, TX.


MISTY RICHARDSON, CITY SECRETARY

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS SHOULD BE MADE FORTY-EIGHT (48) HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (903)389-2633 FOR FURTHER INFORMATION

**City Council
City of Fairfield, Texas
Agenda Action Form**

AGENDA DATE:	June 22, 2021	AGENDA ITEM	Planning Grant Authorization
AGENDA SUBJECT:	Discussion and possible action on authorizing the city administrator to issue Request for Proposals for application and plan writing services to the 2021 Texas Community Development Block Grant Planning and Capacity Building Fund.		
PREPARED BY:	Nate Smith	Date Submitted:	June 17, 2021
EXHIBITS:	Brochure; explanation of planning studies		
BUDGETARY IMPACT			
Matching funds would need to be appropriated in the 2021-22 Fiscal Year Budget			
CITYADMINISTRATOR APPROVAL:			

SUMMARY:

The city's Comprehensive Plan, adopted in 2002, is reaching the end of its shelf life in 2022. The city is eligible for another Texas Community Development Block Grant for a new 10-year Comprehensive Plan. This grant is from a different fund, Planning and Capacity Building Fund, than the Water Tower project, the Community Development Fund. Like the Community Development Fund, the city has not received a grant from the Planning and Capacity Building Fund for quite some time. The application for the planning grant would not affect the water tower grant application, which is due to be awarded in the late summer or early fall, according to GrantWorks.

The city is eligible for a grant up to \$45,000 for this plan. The matching fund requirement for the grant would be 15 percent. GrantWorks, the firm who brought this grant opportunity to our attention, can do the studies that we require for \$62,195. With the matching funds of \$9,329 and the overage, the city would have to appropriate up to \$26,524 in its next budget should we receive the grant. Based on our recent survey work and the fact we have not received a grant in quite some time, we should rank high on the application scale.

The city's Comprehensive Plan can include the following studies:

1. Base Planning Activities (population, land use, housing)
2. Street Conditions
3. Water System
4. Wastewater System
5. Storm Drainage System
6. Capital Improvements Program
7. Thoroughfares (Stop signs, lights, etc.)
8. Central Business District (Downtown, the Square)
9. Parks and Recreation
10. Zoning Ordinance
11. Subdivision Ordinance (We have a subdivision ordinance on the books already)

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RECOMMENDED ACTION:

Recommend approval



SUMMARY OF COMPREHENSIVE PLANNING

The core of the GrantWorks Planning Department's work is the creation of Comprehensive Plans. We have written over 200 of these documents and so have extensive experience with them. A typical comprehensive plan will generally cover the "Base" studies which include the Population, Housing, and Land Use Studies, the infrastructure studies which include the Water, Sewer, Streets, and Drainage Studies, and also can include Thoroughfare, Central Business District, and Parks and Open Space Studies. Almost all plans also include a Capital Improvements Program.

The **Population Study** studies past population trends of the City, County, and other cities in the region in order to project population through the end of the planning period. Different projection methods are used including a linear regression analysis of Census data, a geometric extrapolation of recent Census data, an extrapolation of Texas State Data Center growth scenarios, and Texas Water Development Board Municipal Water User Group projections. We use the population projection throughout the rest of the comprehensive plan in order to determine whether current systems have the capacity to serve any future increase in population.

The **Housing Studies** begin with a detailed inventory of the housing in the City, which is accomplished through a parcel by parcel survey of the City. An outside visual inspection of every residential structure in the City and its ETJ is input into GIS mapping software during field work and each structure is mapped as either stick-frame or manufactured housing which is occupied or vacant in standard, deteriorated, or dilapidated condition. Multifamily structures are also recorded during this process. Community input is used to determine housing needs such as whether the City feels it needs more affordable rental housing. A population projection, combined with the data just described above, is then used to determine whether there will be a housing deficit or a housing surplus in the future. An estimate is made of how many new housing units the City will need to build, replace, or repair within the planning period.

The **Land Use Study** begins with a detailed inventory of existing land use. The existing land use inventory is accomplished through a detailed parcel-by-parcel inspection in the field. When available, land use is then verified through parcel data that is provided by County Appraisal Districts. Future Land Use is mapped by studying City Ordinances which affect land use such as Zoning Ordinances and Flood Damage Prevention Ordinances. Environmental constraints such as soil buildability and floodplains are also used to determine areas of cities that are more likely or less likely to grow. A Developable Lands Map is also produced which shows the areas where the City has the most potential to grow. We also host planning workshops in order to obtain the public's vision for how land use should or should not change in the City's future. Using mainly these techniques we map Land Use and Future Land Use for our clients.

The **Water and Sewer Studies** are written by a Professional Engineer with a Texas professional license. Compliance Investigations from the Texas Commission on Environmental Quality (TCEQ) are obtained and past TxCDBG project history details from the Texas Department of Agriculture (TDA) are obtained. Line and component data are generally collected from the City Engineers or from the City itself. The data is analyzed and determinations are made as to whether the systems meet standards and criteria from TCEQ and other organizations, problems with the systems are prioritized, and suggested system improvements are proposed. Capacity to accommodate future population growth is also studied. Input from the City is collected in the form of water and sewer questionnaires which are given to the City's Public Works Director to complete.

The **Drainage Studies** are also written by a Professional Engineer and begin with a very detailed inventory of culverts, drainage channels, bridges, underground drainage pipes, and drainage inlets in the City and its ETJ. This is done through physical inspection in the field where culvert materials, sizes, and conditions are collected and mapped using GIS. During a public workshop, residents and councilmembers delineate problem drainage areas in the City and these are also mapped. These problems are prioritized and a Professional Engineer then proposes solutions to mitigate these problem drainage areas.

The **Streets Study** begins with a detailed inventory of the conditions, width, and material of all City, County, and TxDOT roads in the City limits and in the City's ETJ. These are mapped in the field using GIS. Input from the City is collected via a questionnaire generally completed by the City's Public Works Director. Problems with the City's street network are prioritized and then all City-maintained streets in fair and poor condition are scheduled for seal-coating, overlaying, or reconstructing based on the streets' conditions. These improvements are always phased with water and/or sewer improvement phases in order to avoid the problem of rehabilitating a road only to have it torn up soon for water and/or sewer improvements.

The **Thoroughfares Study** begins with a detailed inventory of all traffic signals and signs that regulate traffic flow within the City and its ETJ. During a public workshop, input on dangerous intersections and traffic congestion is collected. An analysis of major thoroughfares is made to determine if traffic circulation needs to be improved or if improvements are needed in the City's bicycle and pedestrian infrastructure. Missing or faded signs are scheduled for replacement and recommendations for new signs, traffic signals, crosswalks, and other improvements are made.

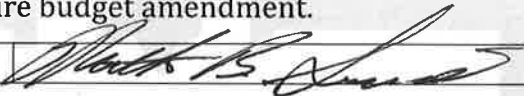
The **Central Business District Study** begins with the City's determination of the boundaries of their Central Business District. Generally, these will be a historic shopping area in the center of a city. Most of these old downtowns in Texas were originally built for pedestrian access but have fallen into disuse over the years due to competing commercial developments along highways or in other parts of the cities. Many Texas cities attempt to revitalize these areas, and the Central Business District Study suggests ways to do this. First of all, an inventory of all buildings, amenities (benches, trash cans, planters, landscaping, ADA ramps, etc.), parking

spaces, traffic signs and lights, sidewalks, street lighting, and other information is mapped in GIS. Based on public and city input, improvements are suggested for the Central Business District. These are generally related to amenities in the Central Business District, although parking, sidewalks, lighting, and other improvements are also suggested.

The **Parks and Open Space Study** begins with an inventory of all the existing parks in a town, what equipment they contain, and whether any of that equipment is damaged. Damaged equipment is scheduled for repair or replacement. These studies analyze the City's recreational needs in two ways: the standards-based assessment and the needs-based assessment. For the standards-based assessment, we compare the existing inventory of recreational facilities to national standards from the National Recreation and Park Association and the State of Colorado's standards for small communities, noting any areas where the City is deficient in its inventory. For the needs-based assessment, we distribute a parks and recreation questionnaire in which we ask what needs and desires the City's residents have for recreational facilities. These are distributed to the ISD, the City, and other community groups and churches if possible. Improvement suggestions are then made and scheduled in phases, in order to meet both standards and the specific desires of the population.

The **Capital Improvements Program** collects all the capital improvement projects from the different studies in the plan and determines the City's financial capacity to implement them. Recommendations regarding the City's capacity to issue debt are detailed, and the first five years of such projects are scheduled.

**City Council
City of Fairfield, Texas
Agenda Action Form**

AGENDA DATE:	June 22, 2021	AGENDA ITEM	Purchase request for UV repair equipment
AGENDA SUBJECT:	Discussion and possible action on a purchase request to purchase equipment to repair part of the UV disinfection equipment at the Mims Creek Wastewater plant.		
PREPARED BY:	Nate Smith/Clyde Woods	Date Submitted:	June 18, 2021
EXHIBITS:	Purchase request; Quotation from Kingdom Technology Services		
BUDGETARY IMPACT			
Could be reimbursable, but may require budget amendment.			
CITYADMINISTRATOR APPROVAL: 			

SUMMARY:
<p>The programmable logic controller (PLC) for the Mims Creek wastewater plant has failed. Kingdom Technology Services, one of two UV service companies in the state, has told us parts are no longer available for this type of UV system and a new PLC is required.</p> <p>The refurbishment of the UV system is one of the projects the city could use American Rescue Plan Act (ARPA) funding as the total project is over \$100,000 and needs to be done. However, the burnout of the PLC needs to be completed immediately as leaving the UV lights on constantly damages the UV system. Staff will submit this purchase for reimbursement from the ARPA.</p>

RECOMMENDED ACTION:
Recommend approval



City of Fairfield

222 South Mount Street
Fairfield, Texas 75840
Telephone: (903) 389-2633
Fax: (903) 389-6327

VENDOR NAME: Kingdom Technology Services

ADDRESS 16001 State Highway 249
Houston, TX 77086

TELEPHONE: 832-248-4229 **FAX:** 877-321-2477


VENDOR REP: Troy Smith **DATE:** 17-Jun-21

QUOTED PRICE IS VALID THROUGH DATE: 18-Jul-21

FUND/DEPT CODE: 02-5-08-6105 **BALANCE:** \$25,000

<u>Quantity</u>	<u>Description</u>	<u>Unit Price</u>	<u>Total</u>
1	UV System Controller Update	\$ 35,500.00	\$ 35,500.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
		Subtotal	\$ 35,500.00
		Shipping	
		Total	\$ 35,500.00

REQUEST BY: Clyde Woods **DATE:** 17-Jun-21

DIRECTOR: Nate Smith  **DATE:** 18-Jun-21

PURCHASING: _____ **DATE:** _____

Proposal for:	Nathaniel Smith	Date	06/18/2021
	Fairfield WWTP	Proposal #	7201 R4
	222 South Mount Street	Valid until	07/18/2021
	Fairfield, TX 75840	Terms:	50% Down, 25% at delivery, 25% net 30
	903-389-2633 nate.smith@fairfieldtexas.net	Lead Time:	10-14 weeks ARO pending confirmation with supply chain

UV System Corrective Action
System compliance review, upgrade, update to current requirements

Revision 4: Updated with current date/time

All steps are to get the wastewater site in compliance with the EPA standards (40 CFR 122-124) and the TCEQ standards, rule 317.6

This proposal includes system compliance modifications to include:

- UV system operation control at panel
- UV system auto cycling
- UV system manual override

This upgrade will include:

- UV control panel HMI/PLC
- UV Lamp On/Off indication
- UV Lamp out alert
- UV Lamp intensity meter per bank

Items provided by customer:

None – no items needed for this service

This will resolve:

- Non-functional control panel
- Outdated controller, no longer supported
- Replace Expensive failing electronic components
- Simplify circuit for ease of service and operation

Current System review

The system is made up of

- 2 Channel of water flow
- 4 Banks of modules
- 3 Modules per bank
- 6 lamps per module

The concerns of the current system include

- Control panel does not report correctly
- UV Intensity does not report
- Module controls are beyond life and susceptible to failure
- Hydraulic system for wiper is not working – this will not be addressed in this quote. This will be reviewed at a later date.



Existing System

The electronics of the existing system are concerning.
The controller of the system is no longer supported.
This will be replaced with a new Siemens PLC/HMI.



The bank controls as shown below are failing and causing concern with replacement cost and communication.

The electrical cabinet of the bank will be modified removing the old technology and putting the controls for each bank in the cabinet



The concerns of the existing system include:

- Aging electrical
- Outdated program and controls – The plant is vulnerable to a stop of operation should the electrical fail
- Module operations
- Need to add a UV Intensity sensor per bank or channel

This proposal is to integrate the following:

- ✓ Regulatory requirements for UV Controls
- ✓ Low UV Metering
- ✓ Lamp status control
- ✓ Simplified module operations
- Integrated controls in single cabinet
- UV lamp status
- Resettable module lamp count
- Alarm integration
- SCADA integration option
- Service and Maintenance Interface

Control Panel Upgrade:

1. New Control Cabinet for all electronics with A/C for managed cooling
2. Siemens PLC/HMI (Allen Bradley optional)
3. Cabinet is offered in painted steel (Stainless – 304 optional)
4. Touch screen controls
5. Lockout / Tagout
6. E-stop
7. Red light / Green light indicator on panel
8. Manual switches offer upon request (optional)



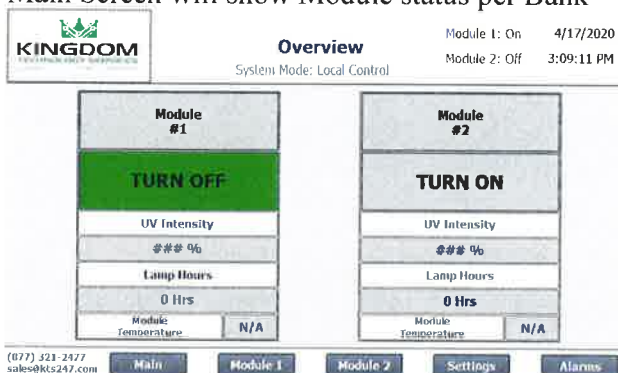
Metering

According to UV System standards and EPA standards, the following will integrate from control panel to each module:

- Module condition per module per bank
- Lamp status per every lamp per module
- UV Intensity per Channel – The UV DVGW Sensor will be mounted to module 1 per each channel. This will allow constant UV Intensity reading.
- The metering will have a full display in percentage or mW of the UV performance. This will have an adjustable alarm pre-set to 50% of the output.
- The UV Sensor is driven by the DVGW standards and will collect readings from the channel

Below is a quick review of the new program main screens

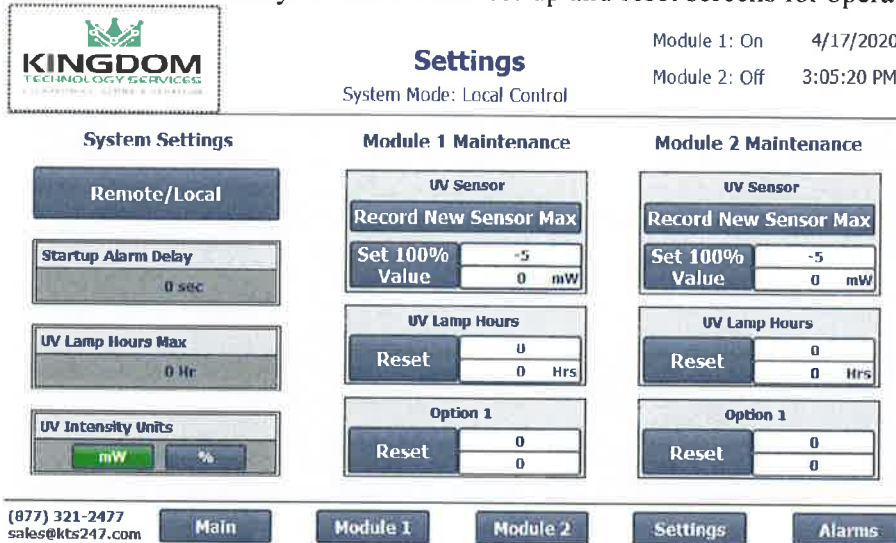
Main Screen will show Module status per Bank



Secondary screen will show lamp and performance data per module per bank



In the service screens you will find the set-up and reset screens for operations.



Settings
System Mode: Local Control

Module 1: On 4/17/2020
Module 2: Off 3:05:20 PM

System Settings	Module 1 Maintenance	Module 2 Maintenance
Remote/Local	UV Sensor	UV Sensor
Startup Alarm Delay	Record New Sensor Max	Record New Sensor Max
0 sec	Set 100% Value -5 mW	Set 100% Value -5 mW
UV Lamp Hours Max	UV Lamp Hours	UV Lamp Hours
0 Hr	Reset 0 Hrs	Reset 0 Hrs
UV Intensity Units	Option 1	Option 1
mW	Reset 0	Reset 0
%	0	0

(877) 321-2477
sales@kts247.com

Main Module 1 Module 2 Settings Alarms

Finally, you will have screens for alarm/event data and history
Additional information not shown will be included specific to site request.

UV Module

The UV Module will be upgraded as follows:

- ✓ Using the existing structure or stainless-steel module
- ✓ Removing electronics from the module for ease of service and quality control of electronic components.
- ✓ Removal of Ballast for water, temperature, corrosion, and operation protection
- ✓ All lamps will remain the same
- ✓ All quartz will remain the same
- ✓ All O-rings will remain the same
- ✓ Electrical power connections will be removed
- ✓ The only items in the module will be lamp and terminal blocks

COST CONSIDERATIONS

The considerations of an upgrade over a repair include cost of repair parts, outdated and obsolete controller, ongoing issues with electrical, and best performance of equipment and budget for ongoing operations and lifecycle of components.

Step to system upgrade:

1. Immediate modification to Hand on/off breaker control as a temporary step to keep system running during system upgrade.
*** This is a temporary step during the system rebuild. During this time Kingdom Technicians will be on site quarterly until the process is complete.
2. Design/Installation of UV Controller and Bank 1A modification
3. Bank 2A upgrade within 24 months from the start of the system correction
4. Bank 1B upgrade within 24 months from the start of the system correction
5. Bank 2B upgrade within 24 months from the start of the system correction

WARRANTY

With the system upgrade proposed, Kingdom Technology Services provides a 3-year warranty on all parts and service to the proposed solution.

PRICING PER Step

1. Temporary Hand On/Off set-up:	\$5000.00
2. Bank 1A and Main Controller Upgrade as listed below	\$56,250.00
3. Bank 2A Upgrade as listed below	\$20,750.00
4. Bank 1B Upgrade as listed below	\$20,750.00
5. Bank 2B Upgrade as listed below	\$20,750.00

PRICING

The below pricing includes options to spread out the budget as either a one-time system overhaul or putting in a new controller and upgrading banks as the budget permits

Qty	Item	Unit Price - U.S.	Total Price - U.S.
1	Temporary Hand-On Controls for each module	\$5,000.00	\$5,000.00
1	UV System Controller update	\$35,500.00	\$35,500.00
1	Bank 1A update	\$20,750.00	\$20,750.00
1	Bank 1B update	\$20,750.00	\$20,750.00
1	Bank 2A update	\$20,750.00	\$20,750.00
1	Bank 2B update	\$20,750.00	\$20,750.00
1	Two technician installation (estimated 1 week on site per bank)	Included	Included
		Total:	\$123,500.00

Taxes not included

PROPOSAL VALID FOR 30 days


Please reference Kingdom Proposal Number on all Purchase Orders and correspondence. Thank you for this opportunity to serve your needs.

Proposal Accepted by:

Name: _____ Date: ____/____/____

Signature _____

**City Council
City of Fairfield, Texas
Agenda Action Form**

AGENDA DATE:	June 22, 2021	AGENDA ITEM	Phase III Water Loop Project
AGENDA SUBJECT:	Discussion and possible action on a proposal from Hayter Engineering to design and supervise bidding and construction of extending a 6" water line on County Road 606, or Phase III of the city's Water Loop project		
PREPARED BY:	Nate Smith	Date Submitted:	June 17, 2021
EXHIBITS:	Proposal of services		
BUDGETARY IMPACT			
This phase is to cost approximately \$220,000; It will be paid out of funds from the Water Loop Project fund.			
CITYADMINISTRATOR APPROVAL:			

SUMMARY:
Phase III of the city's Water Loop project is extending a 6" water line along County Road 606, and looping that end of the city's water system. The funds for the project come from the Water Loop fund.

RECOMMENDED ACTION:
Recommend approval



December 10, 2020

Mr. Kenneth Hughes, Mayor
City of Fairfield
425 W. Commerce Street
Fairfield, Texas 75480

Re: Exhibit C – Scope of Services
County Road 606 Waterline Extension

Mayor Hughes:

Thank you for giving Hayter Engineering the opportunity to provide this agreement to the City of Fairfield regarding the extension of the 6" waterline along County Road 606 west to US Hwy 84. It is my understanding that the City has selected Hayter Engineering based upon our ability and experience, as is required by the Texas Engineering Practice Act.

The goal of the project is to loop the dead-end 6" line along the west side of the IH 45 service road which currently ends approximately 700 feet north of the Church Street bridge.

Below you will find Hayter Engineering's understanding of the project as well as the proposed scope of services.

PROJECT UNDERSTANDING

A. General

In order to reduce water waste due to flushing and to have higher pressure in this area, the existing dead-end 6" line will be extended south along the IH 45 service road then west along the north side of CR 606 to tie into the proposed 12" water line on the east side of SH 84 planned to serve the Boyd Prison. The proposed water line is approximately 5,400 linear feet.

The improvements will be designed to Texas Commission on Environmental Quality (TCEQ) standards.

SCOPE

B. Design Engineering Phase Services

1. Design Engineering

a. Plan Preparation

- Design of water line extension along the route described above. Design of isolation valve locations, connections to existing line, and flush valve locations will be included. Submission of a TxDOT right-of-way permit is not included in this task, but can be added as an additional service as described in Section F as well as in Exhibit B.
- Coordination with system personnel on preferences of components and location of water line replacement route.

b. Contract Document Preparation

- Hayter Engineering's typical front-end documents will be used.
- Technical specifications will be prepared.

c. A final design opinion of probable construction cost (OPCC) will be developed for the project.

Practical Infrastructure Solutions

4445 SE Loop 286 | Paris, TX 75460 | haytereng.com

Ext: 441-311 | Ex: 441-1002/3600 | OSBP/EUS #603 • ASBP/E #2521 • EA #116525

Texas | Oklahoma | Arkansas | Louisiana



- d. An internal QA/QC will be performed by another Professional Engineer not involved with this project.
- e. The plans and specifications will be sent to TCEQ for review and approval.

C. Bid & Award Phase Services

1. Assist the City of Fairfield in advertising for bids for a single prime contractor to perform the work.
 - a. An advertisement for bids will be posted on CivCast.
 - b. Provide contract documents and drawings to contractor and suppliers as requested. Both electronic and hard copies will be available.
 - c. Respond to up to 2 contractor and supplier questions & RFI's
 - d. Prepare up to 2 addenda as appropriate to interpret, clarify, or expand the bidding documents.
2. Conduct 1 bid opening at the Hayter Engineering (via Zoom) and prepare bid tabulation.
3. Review low bidder qualifications, bid bond, prepare award recommendation, and issue Notice of Award.
 - a. This task will include a presentation to the City Council for the recommendation of award (if requested)
4. Prepare contract documents for execution and review for completion.
 - a. Submit executed contract documents for approval and permission to issue Notice to Proceed.

D. Construction Review Phase Services

1. Conduct 1 preconstruction conference (via Zoom) and issue preconstruction conference notes.
2. Issue Notice to Proceed.
3. Review submittals and shop drawings for conformance to specifications.
4. 1 site visit will occur per month (for 4 months) to verify quantities on pay applications and to observe the general conformance of construction to the plans and specifications.
5. Respond to up to 2 requests for information (RFI's) from the contractor.
6. Prepare and execute up to 2 change orders.
7. Review up to 4 monthly pay applications for accuracy and prepare recommendation for payment.
8. Conduct one Prefinal Inspection, create Prefinal Inspection Punchlist, and distribute to City and Contractor.
9. Coordinate with City personnel on punchlist progress, completion, and scheduling of project closeout.
10. Project closeout documentation. This task will include a presentation to the City Council for the recommendation of the final pay request and the final change order (if requested).

E. Project Management and Coordination

These activities shall include the time required for task leadership and direction, telephone and written communication, project status updates, personnel and data management, general project management activities, and administrative services. The time for these activities is incorporated in the various phases of this project.

F. Additional Services

Additional services likely to be required at this time are as follows:

1. Design Surveying
 - a. Perform and prepare topographic survey of the route from the end of the dead-end water line to SH 84 as described above.
 - i. The pipe will be placed on TxDOT right-of-way along IH 45 service road.
 - ii. The pipe will be placed inside of right-of-way along the north side of CR 606.
 - iii. The topographic survey will be prepared in AutoCAD Civil 3D;
2. TxDOT right-of-way (crossing) permit;
3. Record drawings; and
4. Warranty review.

Pricing for these services is shown in Section H below.

Services in addition to those defined above are not included; however, can be performed, with approval. These additional services will be performed based upon a negotiated fee or on a reimbursable, time and materials basis. Additional services include, but are not limited to:

1. Additional meetings other than those listed above;
2. Brush clearing for surveying;
3. Additional monthly applications for payment, change orders, field changes, and RFI's.
4. Stormwater Pollution Prevention Plan;
5. Water modeling;
6. Easement preparation or acquisition;
7. Application for financial assistance;
8. Public outreach such as meetings with concerned citizens; and
9. Construction material testing.

G. Limitations and Exclusions

1. Services not set forth above and in Exhibit B of this Agreement are specifically excluded from the scope of services. Hayter Engineering assumes no responsibility to perform any services not specifically listed in Exhibits B & C.
2. This scope of services does not include the filing of; or the fees associated with; the filing of any permits, submittal fees, impact fees, etc.

H. Compensation

The fee for the above described services shall as follows:

• Design surveys (time and expense)	\$10,460
• Design (lump sum)	\$16,830
• Bidding services (time and expense)	\$5,575
• Construction review (time and expense)	\$16,575
• Crossing permits (time and expense)	\$500
• Record drawings (time and expense)	\$570
• Warranty review (time and expense)	\$2,585
TOTAL	\$53,095

If you have any questions I can be contacted at (903) 785-0303 or at KevinVanhoozier@haytereng.com.

Sincerely,

Hayter Engineering



Kevin R. Vanhoozier, P.E.
Project Manager

AGREEMENT FOR PROFESSIONAL SERVICES

This AGREEMENT is entered into by the City of Fairfield, a municipal corporation, acting herein through its Mayor, duly authorized to act by the City Council, hereinafter called "OWNER," and HAYTER ENGINEERING, INC., a Texas corporation, acting herein through a duly authorized officer, herein called "ENGINEER," because OWNER desires ENGINEER'S services in connection with engineering services for the 2021 waterline extension project along County Road 606.

WITNESSETH:

For the mutual promises and benefits herein described, the parties agree as follows:

1. Term of AGREEMENT: This AGREEMENT shall become effective on the day it is executed and shall continue in effect thereafter until the services provided for herein have been performed, or until terminated as provided herein.
2. Services to be Performed by ENGINEER: Professional services are detailed in Exhibit B – Professional Services and Exhibit C – Scope of Services hereto.

OWNER may request additional services of any type normally rendered by ENGINEER. These will be called "additional services," and compensation shall be determined as per Section 3(b) hereof.

Professional services during the construction period, if any such services are included in this AGREEMENT, are understood to be for the time of completion initially specified in the corresponding construction contract, and services beyond that time, including services as expert witness or assisting in litigation, or services due to failure of the CONTRACTOR to complete on time, will be deemed additional services.

Professional services provided are limited to those set forth in this agreement. The ENGINEER shall have no other obligations or responsibilities beyond those listed herein.

3. Compensation of ENGINEER: Owner shall pay ENGINEER as follows:

(a) Professional Services:

Design Surveys (time and expense)	\$10,460
Design (lump sum)	\$16,830
Crossing Permit (time and expense)	\$500
Bid, Award & Contract Execution (time and expense)	\$5,575
Construction Review / Engineering (time and expense)	\$16,575
Record Drawings (time and expense)	\$570
Warranty Review (time and expense)	\$2,585

- (b) OWNER shall pay ENGINEER for additional services as outlined in Exhibit B and

as authorized in writing by OWNER at the per diem rates in Exhibit A hereto, plus reimbursable expenses.

- (c) ENGINEER may submit monthly statements for professional and additional services. These will be based upon ENGINEER'S estimate of services completed at the time, and OWNER shall make prompt payments. If OWNER fails to pay ENGINEER within sixty (60) calendar days of the receipt of ENGINEER'S statement, the amounts due ENGINEER shall increase at the rate of one percent (1%) a month. ENGINEER may, after giving seven (7) days written notice to OWNER, suspend services until paid.
- (d) In the event of termination by OWNER, ENGINEER shall be entitled to payment for services rendered through receipt of termination notice. ENGINEER will also be entitled to payment for all reasonable termination expenses.
- (e) "Termination expenses" means reimbursable expenses, salaries, and overhead costs due to termination, including, but not limited to, transferring job records to OWNER, termination negotiations, and reassignment of personnel.

"Reimbursable expenses" include, but are not limited to, long distance telephone, postage, equipment, expendables, mileage, subcontractors or special consultants, freight, testing fees, copies, and blueprints. Where special consultants or subcontractors are used as additional services, the ENGINEER'S reimbursement shall include a service charge equal to 5% of the subcontractor's invoice amount.

- 4. Services to be Performed by OWNER: OWNER shall: (i) designate a specific person as OWNER's representative; (ii) provide ENGINEER with any previous studies, reports, data, final site layouts, budget constraints, special OWNER requirements, or other pertinent information known to OWNER; no charge will be made to ENGINEER for such information, and OWNER and its agencies will cooperate with ENGINEER to provide said information, in every way possible to facilitate the performance of the project; (iii) ensure access for the ENGINEER to properties necessary for performance of the ENGINEER'S work; (iv) provide legal, accounting, or insurance consultants, financial advisors or other similar specialists as required for the project; (v) make prompt payments in response to ENGINEER'S statements; and (vi) respond in a timely fashion to requests from the ENGINEER. ENGINEER is entitled to rely upon and use, without independent verification and without liability, all information and services provided by OWNER or OWNER's appointees, or with respect to buried utilities, the utility providing service in the project area.
- 5. Termination: The obligation to provide further services under this AGREEMENT may be terminated by either party upon ten (10) calendar days written notice, in the event of substantial failure by the other party to perform in accordance with the terms hereof.
- 6. Reuse of Documents: All documents prepared by ENGINEER are instruments of service for the specific project contemplated under this AGREEMENT. They are not intended for

reuse on extensions of that project, or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability to ENGINEER.

7. Notices: Any notices to be given hereunder by either party to the other may be affected either by personal delivery, in writing, or by registered or certified mail.
8. Sole Parties and Entire AGREEMENT: This AGREEMENT shall not create any rights or benefits to anyone except the OWNER and ENGINEER and contains the entire agreement between the parties. Oral modifications to this agreement shall have no force or effect.
9. Texas Law to Apply; Successors; Construction: This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas. It shall be binding upon, and inure to the benefit of, the parties hereto and their representatives, successors and assigns. Should any provisions in this AGREEMENT later be held invalid, illegal or unenforceable, they shall be deemed void, and this AGREEMENT shall be construed as if such provision had never been contained herein.
10. Other Provisions: The parties hereto further agree as follows:
 - (a) **Limitation of Liability.** In recognition of the relative risks and benefits of the project to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, to limit the liability of the ENGINEER and his subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the ENGINEER and his or her sub-consultants to all those named shall not exceed \$100,000 or the ENGINEER'S total fee for services rendered on this project, whichever is greater. Such claims and causes include, but are not limited to, negligence, professional errors or omissions, strict liability, and breach of contract.
 - (b) The ENGINEER shall not be responsible for delays caused by factors beyond the ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of the ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level. When such delays beyond the ENGINEER's reasonable control occur, the OWNER agrees that the ENGINEER shall not be responsible for damages, nor shall the ENGINEER be deemed in default of this Agreement.

- (c) Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statute of limitations commence to run any later than the date when the ENGINEER'S services are substantially completed.
- (d) Any opinion of the probable construction cost prepared by the ENGINEER represents only his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or many other factors, the ENGINEER does not imply nor guarantee the accuracy of such opinions. If the OWNER elects to redesign or rebid the project to reduce costs, ENGINEER'S services for such rebidding or redesign shall be additional services.
- (e) The ENGINEER has not been retained or compensated to provide design and construction review services relating to any construction contractor's safety precautions or to means, methods, techniques, sequences, or procedures required for the contractor to perform his work, but not relating to the final or completed structure. The ENGINEER does not in any manner guarantee the performance of the construction contractors.
- (f) ENGINEER will strive to perform services hereunder in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document, or otherwise.
- (g) ENGINEER is not responsible for any damages, including those to third parties, resulting from modifications made to the ENGINEER'S design or technical specifications by a construction manager, value engineer, or other party to the project selected or approved by the OWNER.
- (h) When the ENGINEER is providing an assessment or survey of property being considered for purchase by the OWNER, the OWNER shall secure an agreement from the property owner to protect the OWNER and ENGINEER in the event said assessment or survey finds a condition that could potentially reduce the value of the property.
- (i) Consequential damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the

Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss or reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

- (j) Reference communications. The ENGINEER may be required to render opinions about the performance or qualifications of others engaged or being considered for engagement by the OWNER. Those about whom opinions are rendered may, consequently, initiate claims against the ENGINEER. To help create an atmosphere in which the ENGINEER may freely report or express such opinions candidly in the interest of the OWNER, the OWNER agrees to indemnify and hold harmless the ENGINEER against all damages, liabilities or costs, including reasonable attorneys' fees arising from the rendering of such confidential opinions and reports by the ENGINEER to the OWNER.
- (k) Delivery of Electronic Files – In accepting and utilizing any drawings, reports and data on any form of electronic media from the ENGINEER, Owner agrees that such files are instruments of service of the ENGINEER, solely for this Project. The Owner agrees not to reuse these electronic files for any purpose other than of the Project. The Owner agrees to waive all claims against the ENGINEER resulting from any unauthorized changes to or reuse of the electronic files for any other project.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

In the event of a conflict between the hard-copy construction documents and record drawings prepared by the ENGINEER and the electronic files, the signed and sealed hard-copy construction documents shall govern.

In addition, the OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the ENGINEER, its officers, directors, employees and sub-consultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the ENGINEER or from any reuse of the electronic files.

- (l) Mediation – In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the OWNER and the ENGINEER agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

- IN WITNESS WHEREOF, the parties, having read and understood this AGREEMENT, have executed such in duplicate copies, each of which shall have full dignity and force as an original, on the 10th day of December, 2020.

By: 
Michael J. Donnan, President

By: _____
Kenneth Hughes, Mayor

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EXHIBIT A
Schedule of Per Diem Rates
January 1, 2021

Personnel	Hourly Rates
Principal	185.00
Project Manager	155.00
Project Engineer	135.00
Design Engineer II	125.00
Design Engineer I	110.00
Senior CAD/Survey Technician	95.00
CAD Technician II	70.00
CAD Technician I	60.00
Senior Administrative Assistant	85.00
Administrative Assistant	70.00
On-Site Observer	85.00
Surveyor	145.00
Survey Technician II	65.00
Survey Technician I	50.00
Survey Crew - 2 Man Party	115.00
Survey Crew - 3 Man Party	175.00
Survey Crew – 1 Man GPS	105.00

The schedule of per diem rates may be changed by the ENGINEER at his sole discretion. Time billed for per diem rate services shall be in minimum increments of ¼ hour.

EXHIBIT B

PROFESSIONAL SERVICES

2.1 BASIC PROFESSIONAL SERVICES

2.1.1 General

ENGINEER shall provide for OWNER professional engineering and surveying services as hereinafter provided and as described in Exhibit C – Scope of Services. These services will include providing professional engineering consultation and advice and furnishing customary civil engineering services.

2.3 Design Phase, Drawings and Specification Phase

2.3.1 Prepare drawings to show the general scope, extent and character of the work of CONTRACTOR ("Drawings"), and Technical Specifications.

2.3.2 Provide technical data for OWNER'S use in obtaining approval of governmental authorities having jurisdiction to approve the design of the Project and assist OWNER in consultations with said approval authority.

2.3.3 Advise OWNER of any adjustments to the latest opinion of probable construction costs.

2.3.4 Prepare for review and approval by OWNER, its legal counsel and other advisors, contract agreement forms, general conditions, and supplementary conditions, and bid forms, invitations to bid and instructions to bidders, and assist in the preparation of other related documents.

2.3.5 Furnish one copy of the above documents and of the Drawings and Specifications and present and review them with OWNER. Additional copies as required will be furnished by the ENGINEER to the Texas Commission on Environmental Quality (TCEQ) and funding agencies as required for review and approval.

2.4 Bidding

2.4.1 Assist OWNER in advertising for bids once for a single prime contract for the Work.

2.4.2 Prepare addenda as appropriate to interpret, clarify or expand the Bidding Documents.

2.4.3 ENGINEER will print and distribute all sets of drawings and addendums required; maintain a list of prospective bidders; distribute any addenda required; provide drawings and specifications to contractor plan rooms; and attend a pre-bid conference if one is deemed advisable.

- 2.4.4 Attend the bid opening, prepare bid tabulation sheets, and recommend an award if deemed appropriate.
- 2.4.5 ENGINEER will prepare the necessary sets of documents for contract execution; work with CONTRACTOR and OWNER to execute same; submit executed documents for approval to City Attorney and any funding agencies requiring document review; and distribute executed documents.

2.5 Construction Phase

- 2.5.1 ENGINEER shall consult, advise, and act as OWNER'S representative as provided in the construction contract. All of OWNER'S instructions to CONTRACTOR will be issued through ENGINEER who will have authority to act on behalf of OWNER to the extent provided in said construction contract.
- 2.5.2 In connection with observations of the work of CONTRACTOR while it is in progress:
 - 2.5.2.a ENGINEER shall make visits to the site at intervals ENGINEER deems necessary, in order to observe the progress and quality of the CONTRACTOR'S work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general, if such work is proceeding in accordance with the contract documents.
 - 2.5.2.b If requested by OWNER or recommended by ENGINEER and agreed to in writing by OWNER, an on-site observer will be furnished, to act as directed by ENGINEER in order to assist ENGINEER in observing performance of the work. Such services will be paid for as per Section 3b. The duties and responsibilities and the limitations on the authority of the on-site observer will be set forth in a separate exhibit which is to be made a part of this Agreement before such services begin.
 - 2.5.2.c ENGINEER'S visits to, and representation by the on-site observer at the site, will enable ENGINEER to better carry out the duties and responsibilities assigned to ENGINEER during the Construction Phase, and, by exercise of ENGINEER'S efforts as an experienced and qualified design professional, provide OWNER a greater degree of confidence that the completed work of CONTRACTOR will conform generally to the contract documents. ENGINEER shall not, however, during such visits or as a result of such observations, 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 by CONTRACTOR or for safety precautions and programs incident to the work, or for any failure of CONTRACTOR to comply with laws, regulations, codes or orders applicable to CONTRACTOR'S work. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by CONTRACTOR, nor assume responsibility for CONTRACTOR'S failure to furnish and perform their work in accordance with the contract documents.

2.5.3 Interpretations and Clarifications

ENGINEER shall issue necessary interpretations and clarifications of the contract documents and in connection therewith prepare work directive changes and change orders, as required.

2.5.4 Shop Drawings & Substitutes

The ENGINEER shall review and approve or take other appropriate action on the CONTRACTOR submittals, such as shop drawings, product data, samples, and other data, which the CONTRACTOR is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the CONTRACTOR. The ENGINEER'S review shall be conducted with reasonable promptness while allowing sufficient time in the ENGINEER'S judgment to permit adequate review. Review of a specific item shall not indicate that the ENGINEER has reviewed the entire assembly of which the item is a component. The ENGINEER shall not be responsible for any deviations from the Construction Documents not brought to the attention of the ENGINEER in writing by the CONTRACTOR. The ENGINEER shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

2.5.5 Inspections and Tests

ENGINEER shall have authority, as OWNER'S representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testing and approvals required by laws, regulations, codes, orders or the contract documents, to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the contract documents.

2.5.6 Disputes between OWNER and CONTRACTOR

ENGINEER shall act as initial interpreter of the contract documents and judge of the acceptability of the work and make decisions on all claims of OWNER and CONTRACTOR relating to the acceptability of the work or the interpretation of the requirements of the contract documents. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.

2.5.7 Applications for Payment

Based on ENGINEER'S observations as an experienced and qualified design professional, on information provided by the on-site observer and on review of

applications for payment and the accompanying data and schedules; ENGINEER shall determine the amount owed to CONTRACTOR and recommend in writing payments to CONTRACTOR. This recommendation will constitute a representation to OWNER that the work has progressed to the point indicated, and that, to the best of ENGINEER'S knowledge, information and belief, the quality of such work is generally in accordance with the contract documents. However, ENGINEER will not thereby be deemed to have made exhaustive, continuous or detailed reviews or examinations to check the quality or quantity of CONTRACTOR'S work as it is furnished, beyond the responsibilities specifically assigned to ENGINEER in this Agreement and the contract documents. ENGINEER'S review of CONTRACTOR'S work for the purpose of recommending payments will also not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes CONTRACTOR has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, 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.

2.5.8 Inspections

ENGINEER shall conduct an inspection to determine if the work is substantially complete, and a final inspection to determine if the completed work is acceptable, so that ENGINEER may recommend final payment to CONTRACTOR. Any such recommendation is subject to the limitations expressed earlier herein.

2.5.9 Limitation of Responsibilities

ENGINEER shall not be responsible for the acts or omissions of any CONTRACTOR, or its subcontractor, supplier, or any of the CONTRACTOR'S or subcontractor's suppliers, agents or employees, or any other persons (except ENGINEER'S own employees and agents) at the site or otherwise furnishing or performing any of the CONTRACTOR'S work; however, nothing contained in this section shall release ENGINEER from liability for failure to properly perform duties and responsibilities assumed by ENGINEER in the contract documents.

2.6 ADDITIONAL PROFESSIONAL SERVICES

- 2.6.1 Crossing Permits - ENGINEER will assist OWNER in obtaining permits required for construction on railroad or highway right-of-way, including preparation of necessary forms, and liaison with railroad or state. OWNER will pay any permit fees levied by the railroad or state. This is a Time & Expense item with an estimated cost of \$500.
- 2.6.2 Design Surveys – ENGINEER/SURVEYOR will provide field surveying necessary to design the project, including planimetric locations, elevations, and similar topographic information, but not including boundary type surveys. This is a Time & Expense item with an estimated cost of \$10,460.

- 2.6.3 Record Drawings - ENGINEER will compile for client a set of record drawings, showing data furnished to the ENGINEER by CONTRACTOR or OWNER, and provide two sets of prints and a PDF. This is a Time & Expense item with an estimated cost of \$570.
- 2.6.4 Warranty Review – ENGINEER will assist OWNER in notifying the CONTRACTOR of contractual deficiencies regarding workmanship, material and equipment that become apparent during the warranty period. This includes conducting a warranty inspection at the end of the warranty period, preparing a deficiency punch list, and verifying completion of punch list items. This is a Time & Expense item with an estimated cost of \$2,585.

Additional professional services will only be billed at the request of the OWNER and will be billed per the rates shown in Exhibit A.