

Bastrop County

WCID #2

Board Packet

for

May 16, 2024

BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2 MEETING AGENDA

TO: THE BOARD OF DIRECTORS OF BASTROP COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2, BASTROP COUNTY, TEXAS AND TO ALL INTERESTED PARTIES:

NOTICE IS HEREBY GIVEN THAT A MEETING OF THE GOVERNING BODY OF THE ABOVE-NAMED POLITICAL SUBDIVISION WILL BE HELD ON THURSDAY MAY 16, 2024 AT 6:30 P.M IN THE BOARD ROOM LOCATED AT 112 CORPORATE DRIVE, BASTROP, TX 78602.

MEETING DISCUSSION TOPICS



- 1.) Call to Order and Establish a Quorum – O’Hanlon
- 2.) Salute to Flags – O’Hanlon
- 3.) Public Comments/Announcements (The Board respectfully requests that persons limit comments to three (3) minutes. Under the Open Meeting Act, the Board may not deliberate or take action in response to any matter raised during public comment that is not a separate agenda item.)
- 4.) Discussion and possible action regarding scheduling of future meeting dates:
 - a. Regular Board of Director’s Meeting scheduled for Thursday, June 20, 2024 at 6:30 p.m.
- 5.) CONSENT AGENDA: (*Consent Agenda items are generally routine. Unless removed by a member of the Board or General Manager, items listed on the consent agenda may be acted on together and without prior discussion.*)
 - a. Approval of minutes from the April 18, 2024 Meeting of the Board of Directors; and
 - b. Approval of monthly financial report for April 2024; and
 - c. Approval of Release of Liens held by District on Real Property.
- 6.) Discussion regarding the following items to be presented in the General Manager’s report:
 - a. Update on District facilities, water plants and lift stations
 - b. Update on Water/Wastewater Maintenance & Improvement projects
 - c. Update on Roads maintenance & improvement projects
 - d. Employee & Administrative Update
- 7.) Discussion and review of capital improvement projects to be funded with bond proceeds– Hightower
- 8.) Discussion and possible action regarding Presentation from Schaumburg & Polk Engineering – Allen Ross
- 9.) Discussion and possible action related to approval of Fiscal Year 2023 Financial Audit Report – Hightower
- 10.) Board suggestions on future agenda items
- 11.) Adjourn

Authorized Signature

The Board of Directors may go into Executive Session at any time during the meeting pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the matters set forth on this agenda regardless of whether Executive Session is specifically referenced. No final action, decision or vote will be taken on any subject or matter in Executive Session. The District is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-321-1688 for further information.

Agenda

Item #5

Consent

Agenda

5a. April 18th

Board Meeting Minutes

Minutes of the Regular Board Meeting for
BASTROP COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT #2

A regular meeting of the Board of Directors of Bastrop County Water Control and Improvement District #2 was held on Thursday, April 18, 2024, beginning at 6:30 p.m. The meeting was held at the District office, located at 112 Corporate Drive.

Present BCWCID #2 Board Members:

Mary Beth O'Hanlon, President
Scott Ferguson, Vice-President
Michele Plummer, Secretary
Butch Carmack, Director
Ron Whipple, Treasurer

BCWCID #2 Staff:

Paul Hightower, General Manager
Patricia Lujan, Office Supervisor
Darrel Culberson, Comptroller
Tyler Walsh, Senior Manager
Adam Brown, Field Manager

Absentees

Remote Participation

Tony Corbett, Attorney

- 1.) Call to Order and Establish a Quorum – O'Hanlon

By: MaryBeth O'Hanlon

Time: 6:30PM

- 2.) Salute to Flags – O'Hanlon

- 3.) Public Comments/Announcements (The Board respectfully requests that persons limit comments to three (3) minutes. Under the Open Meeting Act, the Board may not deliberate or take action in response to any matter raised during public comment that is not a separate agenda item.)

Lorenzo McQueen expressed to the Board how bad Keawakapu Drive is and that it needed to be mowed. Tyler Walsh let him know that his road was slated to be paved this year which would help. Mr. Hightower stated that we are currently working with a contractor on the mowing and that they should be coming around soon. Mr. Walsh let him know that we should be in the area within 3-4 weeks to start on the roads.

No further comments or discussion.

- 4.) Discussion and possible action regarding scheduling of future meeting dates:
 - a. Regular Board of Director's Meeting scheduled for Thursday, May 16, 2024 at 6:30 p.m.

Mrs. O'Hanlon stated that the District's next regular Board meeting is Thursday May 16th at 6:30pm. All Directors stated they should be present. The new elected Board member, Ruth Bullock, will be absent. No further comments or suggestions.

- 5.) **CONSENT AGENDA:** (*Consent Agenda items are generally routine. Unless removed by a member of the Board or General Manager, items listed on the consent agenda may be acted on together and without prior discussion.*)
- a. Approval of minutes from the March 21, 2024 Meeting of the Board of Directors; and
 - b. Approval of minutes from the March 23, 2024 Annual Road Meeting; and
 - c. Approval of monthly financial report for March 2024; and
 - d. Approval of Release of Liens held by District on Real Property.

No comments regarding the Board Meeting minutes.

Mr. Culberson presented the District's financial & cash statement. Board expressed no issues or concerns.

Paul Hightower read the Release of Liens as noted in the report.

No further questions or comments.

Mrs. O'Hanlon called the question.

Motion: Butch Carmack moved to approve the Consent Agenda.

Seconded: Ron Whipple

Vote: Five (5) in favor, motion carries.

- 6.) Discussion regarding the following items to be presented in the General Manager's report:
- a. Update on District facilities, water plants and lift stations
 - b. Update on Water/Wastewater Maintenance & Improvement projects
 - c. Update on Roads maintenance & improvement projects
 - d. Employee & Administrative Update

Mr. Hightower read the GM report as posted in the Board packet. Butch Carmack inquired about Stage 1 and staff informed the Board that we would stay in Stage 1 for the time being and that if drought continued, we would be entering Stage 2 in the near future.

No further comments or discussion.

- 7.) Discussion and review of capital improvement projects to be funded with bond proceeds—
Hightower

No updates.

- 8.) Discussion and possible action related to approval of Maintenance Water Line Improvements - Wainee\Mahalua Award Recommendation Letter from Befco – Hightower / BEFCO

Mr. Hightower read the bid documents as shown in the packet and stated that Befco’s recommendation was M&C Fonseca Construction. After discussion, Board chose to accept Befco’s recommendation letter for the 6” water main project.

Mrs. O’Hanlon called the question.

Motion: Scott Ferguson moved to approve the recommendation as presented.

Seconded: Ron Whipple

Vote: Five (5) in favor, motion carries.

- 9.) Discussion and possible action related to approval of October 2024-September 2025 Road Engineering Proposal from Befco - Hightower

Mr. Hightower read the proposal as presented in the packet and explained that this is for the 2024/2025 road construction engineering from Befco. No comments or questions.

Mrs. O’Hanlon called the question.

Motion: Butch Carmack moved to approve the proposal as presented.

Seconded: Ron Whipple

Vote: Five (5) in favor, motion carries.

- 10.) Discussion and possible action related to approval of Fiscal Year 2023 Financial Audit Report – Hightower

Mr. Hightower explained to the Board that Inframark has left us in a tight spot with financials. We had some missing information from the documents that were sent over to the auditors. We have the information and Darrel in putting it into the system so that the auditors can access it fully. Mr. Hightower explained that we would be late filing the audit but that staff is working diligently to get it all corrected. We did notify TCEQ about being late and also are working with Chris Lane to notify the proper banks as needed.

- 11.) Board suggestions on future agenda items

Mr. Hightower advised the Board that there will be some future discussions regarding the movie theater and possible water or wastewater needs. MaryBeth thanked Ron Whipple for his time as a Board Member since this was his last meeting,

12.) Adjourn 7:23 p.m.

Mrs. O'Hanlon called the question.

Motion: Scott Ferguson moved to adjourn.

Seconded: Butch Carmack.

Vote: Five (5) in favor, motion carries.

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Authorized Signature

5b. Financials

Bastrop County Water Control and Improvement District #2
Cash & Investment Report
As of April 30, 2024

Fund	Account Name	Account Number	Bank Name	Yield	Prior Month Balance	Current Balance
Standby Fund						
	Standby Operating Account	2687	Roscoe State Bank	0.00%	\$ 102,384	\$ 102,474
Standby Fund Total					\$ 102,384	\$ 102,474
Roads Fund						
	Roads Construction Account	2709	Roscoe State Bank	0.00%	\$ 370,017	\$ 358,184
	Roads Construction MMA	3131	Roscoe State Bank	1.75%	102,275	102,418
Roads Fund Total					\$ 472,292	\$ 460,601
Debt Service Fund						
	TWDB Reserve Fund - DS	0001	Texpool	3.98%	\$ 219,576	\$ 220,535
	Annual TWDB MMA - DS	4385	First National Bank	0.50%	123,069	123,123
	Wastewater Escrow TWDB Loan - D	1041	Amergy Bank		85,313	85,313
	Debt Service Fund - DS	0004	Texpool	3.98%	314,321	315,694
Debt Service Fund Total					\$ 742,279	\$ 744,665
Capital Fund						
	Water Capital Projects Fund	7780	First National Bank	0.50%	\$ 36,943	\$ 36,943
	Capital Project - Bond Series 2021	0005	Texpool	3.98%	4,934,728	4,956,282
	Water Capital Projects Fund	3653	First National Bank	0.50%	86	86
	Capital Project - Bond Series 2023	0006	Texpool	3.98%	2,437,667	2,448,314
Capital Fund Total					\$ 7,409,423	\$ 7,441,625
Water Fund						
	Water Operating Account	1469	First National Bank	0.50%	\$ 826,521	\$ 950,507
	Wastewater TWDB Checking	3289	First National Bank	0.00%	572	572
Operating Total:					\$ 827,093	\$ 951,079
	Wastewater /Water MMA	0002	Texpool	3.98%	\$ 1,253,471	\$ 1,258,946
	Wastewater /Water Capital	3543	First National Bank	0.50%	346,253	346,282
	Wastewater MMA (Water)	5076	First National Bank	0.50%	147,116	147,180
Water Fund Total					\$ 2,573,933	\$ 2,703,487
Total Cash & Investments					\$ 11,300,312	\$ 11,452,853

5c. Liens Release

Agenda

Item #6

**General
Manager's
Report**

BASTROP COUNTY WCID NO. 2

General Manager's Update

May 16, 2024

6a. Update on District water plants and lift stations:

All stations running good at this time. Staff has figured out a good running point for the new VFD and upgraded well motors, that decreases the sand output. They are going to run them at this point for a period of time to let the aquifer stabilize. We are still getting 100+ gpm which will greatly help the system.

6b. W/WW Maintenance & Capital Improvements update:

The Wainee\Mahalua project was awarded to the contractor. Befco has reached out to them regarding the project but we have not heard anything from them yet. Other projects are being lined out now with SPI and we will update the Board on all of these as we move forward.

6c. Roads maintenance & improvement projects update:

Road crews are on task for the year. County is finishing up the Lovers Lane construction and will be moving into Tahitian soon.

6d. Employee & Administrative update:

No updates at this time.

Agenda

Item #8

**Discussion and possible
action regarding
Presentation from
Schaumburg & Polk
Engineering**

Attachment “A”

SPECIFIC SCOPE OF WORK, FEE PROPOSAL AND SCHEDULE

Bastrop County Water Control & Improvement District No. 2

Preliminary Engineering Report and Design Services for New Water Test Well

May 15, 2024

Items of work specified below shall be included as Exhibit A to the EJCDC Form of Agreement between Owner and Engineer for Professional Services.

BASIC SERVICES

1. Study & Report

- a. Meet with Owner to determine specific requirements of project. Hydraulic modeling of the system will not be included in this scope of work.
- b. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the project, including TCEQ.
- c. Review possible locations for the proposed potable water well including the “Shop” location site near the intersection of Loke Lane and Nuuanu Lane, and other locations in the “lower system” of the BCWCID #2 water distribution system.
- d. Employ a Hydrogeologist (Advanced Groundwater Solutions, LLC) to assist in conducting a groundwater availability, well siting and planning study.
- e. Evaluate the recommendations of previous engineering professionals regarding new ground storage tanks (GSTs), elevated storage tanks (ESTs) or other new facilities that may be used with the new water well.
- f. Study and make recommendations for a new pump station facility in the “Lower” part of the system in anticipation of growth. Make recommendations for possible property acquisitions if the “Shop” lot is not chosen as the site for the new water well.
- g. Review the existing KY Pipe Water Model (prepared by previous engineer) of the BCWCID #2 water distribution system including service area descriptions, TCEQ customer information, existing potable water facilities, and existing source water facilities.
- h. Review previous engineer’s analyses of the existing water distribution system, wells, storage tanks, and other appurtenances’ capacities and compare against TCEQ’s minimum required capacities over a 20-year service area growth.
- i. Use the KY Pipe Water Model to model proposed improvements after a well site has been determined. Make recommendations for improvements to the system

considering recommendations by previous engineer for GSTs, ESTs, water line improvements and other appurtenances, prioritize the improvements and refine associated engineer's opinions of probable construction costs (EOPCC).

- j. Field data collection to develop an AutoCAD site map of proposed well location for TCEQ sanitary control easement and construction drawings.
- k. Prepare and submit a Preliminary Engineering Report (PER) containing schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the locations, sizes, and types of improvements, including alternate solution available, including all associated costs, for the following:
 - Proposed Water Well Site
 - Location of Proposed Well
 - Depth of Proposed Well
 - Construction parameters such as diameter and depth of well casing, blank liner, screen and gravel pack
 - Well pump and well motor parameters
 - Information and recommendations for a test hole and test well, if not previously completed at the proposed well site.
 - state and local regulatory and permitting requirements
 - Water Storage Tanks
 - location, size and type of recommended ground storage tanks (GSTs)
 - location, size and type of recommended elevated storage tanks (ESTs)
 - location, size and type of recommended standpipes (if any)
 - Groundwater Treatment Plant with High Service Pump Station
 - Size and Type of Building, with doors, HVAC and electrical
 - Disinfection Facilities
 - Aeration Facilities
 - Emergency Generator Requirements
 - Distribution System (Pipeline) Improvements
 - Make recommendations for any proposed distribution system improvements
- l. Present and discuss recommended options with the BCWCID #2 board and revise PER in accordance with the comments received.

Note: It is not the intent of the Preliminary Engineering Report to "re-invent the wheel"! It is understood that the BCWCID #2 has already paid the previous engineer to perform many of these tasks. SPI does not intend to duplicate the work performed by the previous engineer. SPI intends to verify the previous work, make improvements on it, and produce firm recommendations for moving this project forward!

2. Design, Specifications and Construction of a Test Well at the “Shop” Location ONLY

- a. Employ a Hydrogeologist (Advanced Groundwater Solutions, LLC) to assist with the Test Well Design, Specifications and Construction
- b. Prepare preliminary plans and specifications for a new potable water test well as recommended in the PER.
 - Provide well construction parameters for a District test hole and test well, including the following:
 - The test hole depth and diameter
 - types of geophysical logs to perform
 - Pumping tests of the temporary test well
 - Recommended water sampling, testing and laboratory analyses (*note: the cost of all water sampling and testing will be paid for separately by the BCWCID #2*)
 - Abandonment and capping or plugging of the test well
- c. Provide updated engineer’s opinion of probable construction cost (EOPCC).

3. Bidding Phase – Test Well

- a. Provide contract documents and assist BCWCID #2 in bidding process for the test well.
- b. Advertise in on-line plan rooms such as CivCast and local newspapers (if required by BCWCID #2. Advertising fees will be paid for by the BCWCID #2.
- c. Print and distribute Plans and Specs to responsive prospective bidders.
- d. Attend a pre-bid meeting for the project and assist the Client to address any addendum item(s)
- e. Conduct bid opening, record, evaluate and tabulate bids, and recommend contract award to BCWCID #2.

4. Construction Phase – Test Well

- a. Conduct a Pre-Construction Conference prior to commencement of Work at the Site.
- b. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including Progress Schedule, Schedule of Submittals, and Schedule of Values.
- c. As appropriate, establish baselines and benchmarks for locating the work which in Engineer’s judgment are necessary to enable Contractor to proceed.

- d. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe the progress and quality of the Contractor's executed Work.
- e. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor's work.
- f. Recommend and prepare Change Orders and Work Change Directives to Owner, as appropriate.
- g. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.
- h. Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- i. 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.
- j. Process pay applications from Contractor.
- k. In company with Owner and Contractor, conduct an inspection to determine if the Work is substantially complete. If Engineer considers the Work substantially complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.
- l. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
- m. Engineer shall assemble and provide a final set of as-built drawings based on Contractors field plan set, and Engineer's working plan set. These plans will be provided to the Owner in both paper and digital format.

PROJECT DELIVERABLES

1. Preliminary Engineering Report
2. 50% Test Well Design Phase Plans, Specifications, Budgets
3. 90% Test Well Design Phase Plans, Specifications, Budgets
4. Final Signed and Sealed Test Well Plans, Specifications and Bidding Documents.
5. Construction Reports and Record Drawings

RESPONSIBILITIES OF OWNER

1. The Owner is responsible for any and all fees required for any permits and project advertising.
2. The Owner is responsible for initial clearing, grubbing and rough grading of Test Well Site.
3. The Owner is responsible for providing and maintaining access to the Test Well Site.
4. This proposal excludes boundary survey for land acquisition.
5. This proposal excludes all actual costs of property or easement acquisition.

PROFESSIONAL SERVICES FEE

SPI proposes to complete the scope of services described herein for the Lump Sum Fee of one hundred sixty thousand dollars (\$160,000)

Fee Proposal

Preliminary Engineering Report	\$88,000.00
Professional Services for Test Well	\$72,000.00
TOTAL FEE	\$160,000.00

PROFESSIONAL SERVICES SCHEDULE

The Engineer proposes the following schedule:

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish five (5) review copies of the 50% complete PER to Owner.	Within 45 days of the Effective Date of the Agreement.
Owner	Submit 50% review comments to Engineer.	Within 10 days of the receipt of submittal from Engineer.
Engineer	Furnish five (5) review copies of the 90% complete PER to Owner.	Within 85 days of the Effective Date of the Agreement.
Owner	Submit 90% review comments to Engineer.	Within 10 days of the receipt of submittal from Engineer.
Engineer	Furnish five (5) review copies of the Final Signed and Sealed Preliminary Engineering Report to Owner.	Within 110 days of the Effective Date of the Agreement.
Engineer	Furnish five (5) review copies of the 50% Test Well Design Plans to Owner.	Within 85 days of the Effective Date of the Agreement.
Owner	Submit 50% review comments to Engineer.	Within 10 days of the receipt of submittal from Engineer.
Engineer	Furnish five (5) review copies of the 90% Test Well Design Plans to Owner.	Within 125 days of the Effective Date of the Agreement.
Owner	Submit 90% review comments to Engineer.	Within 10 days of the receipt of submittal from Engineer.

Engineer	Furnish five (5) review copies of the Final Signed and Sealed Test Well Design Plans to Owner.	Within 140 days of the Effective Date of the Agreement.
Owner / Engineer	Conduct Bid Opening	Within 170 days of the Effective Date of the Agreement.
Owner / Engineer/ Contractor	Begin Construction of Test Well	Within 200 days of the Effective Date of the Agreement.
Owner / Engineer/ Contractor	Complete Construction of the Test Well	Within 260 days of the Effective Date of the Agreement.
Engineer/ Contractor	Make Recommendations for New Water Well Parameters and Production Capacity	Within 21 days of the Completion of Construction of the Test Well.

Thank you for considering Schaumburg & Polk, Inc. for this project!

END OF 6-PAGE SPECIFIC SCOPE OF WORK, FEE PROPOSAL AND SCHEDULE

APPENDIX 1



2024 SCHEDULE OF HOURLY RATES and EXPENSES

ADMINISTRATIVE ASSISTANT	\$78.00 /HOUR
INTERN	\$60.00 /HOUR
SURVEY CREW	\$180.00 /HOUR
SURVEYOR I	\$60.00 /HOUR
SURVEYOR II	\$80.00 /HOUR
SURVEYOR III	\$100.00 /HOUR
SURVEYOR IV	\$120.00 /HOUR
SURVEYOR TECH	\$110.00 /HOUR
RPLS	\$180.00 /HOUR
CONSTRUCTION REPRESENTATIVE I	\$85.00 /HOUR
CONSTRUCTION REPRESENTATIVE II	\$112.00 /HOUR
CONSTRUCTION REPRESENTATIVE III	\$140.00 /HOUR
DESIGN TECHNICIAN I	\$90.00 /HOUR
DESIGN TECHNICIAN II	\$105.00 /HOUR
DESIGN TECHNICIAN III	\$120.00 /HOUR
DESIGN TECHNICIAN IV	\$150.00 /HOUR
ENGINEER I / II	\$120.00 /HOUR
ENGINEER III	\$140.00 /HOUR
ENGINEER IV	\$160.00 /HOUR
ENGINEER V	\$190.00 /HOUR
ENGINEER VI	\$230.00 /HOUR
ENGINEER VII	\$260.00 /HOUR
ENGINEER VIII	\$275.00 /HOUR
ENGINEER IX	\$290.00 /HOUR

REIMBURSABLE EXPENSES		
Mileage		IRS Allowable Rate
Travel and Meals		Actual Cost x 1.10
Misc. Reimbursable Expenses		Actual Cost x 1.10

OUTSIDE CONSULTANT RATES		
Associate Engineer	Civil, Electrical, Env	up to \$225.00/HOUR
Subconsultants		Actual Cost x 1.10

Schaumburg & Polk, Inc. furnishes General Liability Insurance, Professional Liability Insurance and State of Texas mandatory limits of Worker's Compensation insurance.

Preparation for and furnishing expert witness testimony will be billed at three times the hourly rates shown above for the various classifications.

Rates Effective: January 1, 2024 (*adjusted annually*)



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7. The attached EJCDC document may contain "Notes to User," bracketed comments, or prompts that provide instructions for filling in project-specific information, selecting the appropriate clause from a list of options, or making additions or deletions, or that give background information regarding a particular provision. The user may (and in most cases should) delete these notes, comments, and prompts during the drafting process. Deletion of such notes, comments, and prompts is not subject to the License Agreement requirement that additions or deletions to Standard EJCDC Text be shown clearly, and therefore does not need to be shown with "Track Changes," redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
8. The attached EJCDC document may contain exhibits that are to be used to set out project-specific provisions, such as scope of services, compensation, and insurance requirements. These exhibits are meant to be revised, supplemented, and altered by the user, or discarded if not applicable to the specific project. The text of the various exhibits is not considered Standard EJCDC Text and is not subject to the License Agreement requirement that additions or deletions to the Standard EJCDC Text be shown clearly, and therefore does not need to be shown with "Track Changes," redline/strikeout, highlighting, or other means of indicating changes, at any point in the drafting process.
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c/o National Society of Professional Engineers
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Alexandria, VA 22314
Phone: (703) 684-2845
Fax: (703) 836-4875
e-mail: aschwartz@nspe.org

You acknowledge that you have read this License Agreement, understand it and agree to be bound by its terms and conditions. You further agree that it is the complete and exclusive statement of the License Agreement and supersedes any proposal or prior agreement, oral or written, and any other communications between us relating to the subject matter of this License Agreement.

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(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



SPECIAL NOTE ON USE OF THIS FORM

This abbreviated Agreement form (“Short Form”) is intended for use only for professional services of limited scope and complexity. It does not address the full range of issues of potential importance to the parties. Depending on the scope and complexity of the services and the project, the Owner and Engineer may be better served by using the Agreement Between Owner and Engineer for Professional Services (EJCDC® E-500, 2014 Edition), or one of the several special-purpose EJCDC professional services agreement forms.

If the Owner intends to enter into a construction contract for implementation of a design prepared under the Short Form, or otherwise associated with professional services provided under the Short Form, Owner may wish to consider using EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition, and other 2013 EJCDC Construction Series documents. The terms and provisions used in EJCDC® C-700 and the other EJCDC Construction Series documents are consistent with those used in the Short Form.

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**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between Bastrop County Water Control & Improvement District No. 2 (“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: Preliminary Engineering Report and Test Well (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Please see Attachment “A”, SPECIFIC SCOPE OF WORK, FEE PROPOSAL AND SCHEDULE (“Services”).

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish 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 (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: ***within 265 days of the effective date of the agreement.*** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

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, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) 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, and (2) 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, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

[Choose one of the four compensation methods for Services that follow as Paragraph 2.02. Delete the other three options.]

2.02 Basis of Payment—Lump Sum

- A. Owner shall pay Engineer for Services as follows:
 - 1. A Lump Sum amount of \$160,000.00.
 - 2. In addition to the Lump Sum amount, reimbursement for the following expenses: **None**
[identify any reimbursable expenses, or indicate "None."]
- 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.

[End of Compensation for Services Options]

2.03 Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

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 are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. 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. 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 and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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 Constructor, other third-party 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 any services performed or furnished by Engineer. 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. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor'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 Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply

with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. 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 due and owing for all Services and Additional 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.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in

any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.

- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- 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.
- K. This Agreement is to be governed by the law of the state in which the Project is located. ***[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]***
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

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 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C.

§§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 ***Attachments:*** Appendix 1, Engineer's Standard Hourly Rates ***[Exclude Appendix 1, Engineer's Standard Hourly Rates, only if hourly rates are not to be used for either basic compensation (Paragraph 2.02) or Additional Services (Paragraph 2.03)]***

[Itemize any other attachments that will be part of the Agreement].

1. One document titled as follows:


Attachment "A"
SPECIFIC SCOPE OF WORK, FEE PROPOSAL AND SCHEDULE
Bastrop County Water Control & Improvement District No. 2
Preliminary Engineering Report and Design Services for New Water Test Well
May 14, 2024

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

Owner: Bastrop County Water & Control District
No. 2

Engineer: Schaumburg & Polk, Inc.

By: _____
Print name: Mary Beth O'Hanlon
Title: Board President
Date Signed: _____

By:  _____
Print name: Allen R. Ross, P.E.
Title: President
Date Signed: May 14, 2024

Engineer License or Firm's Certificate No. (if required):
000520
State of: Texas

Address for Owner's receipt of notices:
112 Corporate Drive
Bastrop TX 78602

Address for Engineer's receipt of notices:
187 Elmhurst Dr., Suite F
Kyle, TX 78640

This is **Appendix 1, Engineer's Standard Hourly Rates**, referred to in and part of the Short Form of Agreement between Owner and Engineer for Professional Services dated [].

Engineer's Standard Hourly Rates

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 1 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Paragraphs 2.01, 2.02, and 2.03, and are subject to annual review and adjustment.

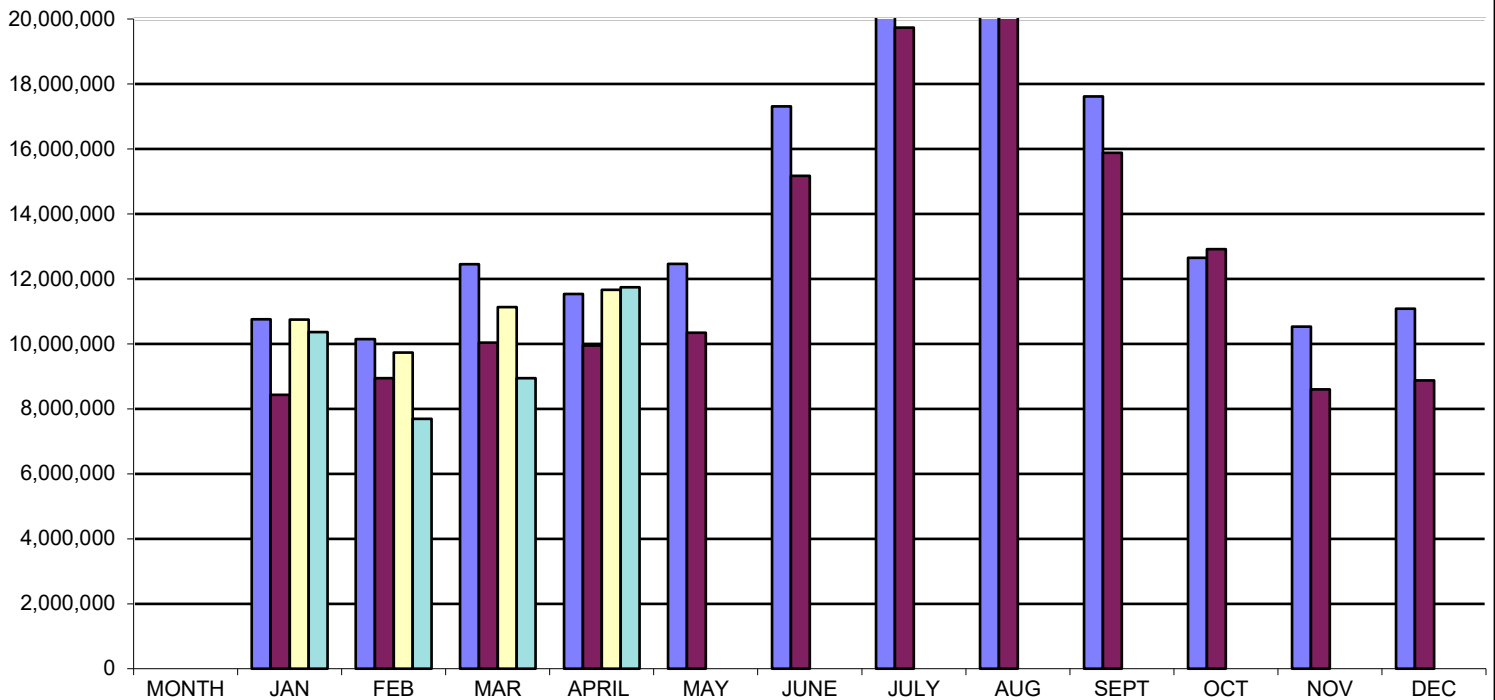
B. Schedule of Hourly Rates:

Billing Class	Rate
Billing Class VIII	\$ []/hour
Billing Class VII	\$ []/hour
Billing Class VI	\$ []/hour
Billing Class V	\$ []/hour
Billing Class IV	\$ []/hour
Billing Class III	\$ []/hour
Billing Class II	\$ []/hour
Billing Class I	\$ []/hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, "Billing Class VI—Assistant Project Manager"), or using the engineering firm's own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project's course.]

Misc Reports

	2023	2023	2024	2024	2024		
	PUMPED	USAGE	PUMPED	USAGE	PUMPED	ACTIVE	
MONTH	WATER	OF WATER	WATER	OF WATER	UNBILLED	METERS	%
JAN	10760239	8426807	10742789	10367301	309,996	2,271	1%
FEB	10147969	8939642	9733921	7695855	953,700	2,268	11%
MAR	12454621	10041789	11134303	8939458	800,927	2,280	13%
APRIL	11537934	9950485	11662091	11746378	699,375	2,279	-7%
MAY	12462381	10344180					#DIV/0!
JUNE	17314556	15172654					#DIV/0!
JULY	23565506	19738094					#DIV/0!
AUG	24789200	23637321					#DIV/0!
SEPT	17613065	15879891					#DIV/0!
OCT	12646027	12919807					#DIV/0!
NOV	10525332	8598438					#DIV/0!
DEC	11076969	8875527					#DIV/0!
TOTALS	174,893,799	152,524,635	43,273,104	38,748,992	2,763,998		4%



JOB CODE	----- ISSUED THIS PERIOD -----				----- PRIOR ORDERS -----			TOTAL	TOTAL
	ISSUED	COMPLETED	VOIDED	OUTSTANDING	COMPLETED	VOIDED	OUTSTANDING	COMPLETED	OUTSTANDING
ALARM SEWER ALARM	20	15	0	1	2,531	31	2	2,546	3
BROWN BROWN WATER	1	1	0	0	398	3	0	399	0
CHANG CHANGE SIGN	0	0	0	0	37	0	0	37	0
CULVE CULVERT PERMIT	0	0	0	0	523	11	0	523	0
FLUSH FLUSH WATER LINE	3	3	0	0	911	1	0	914	0
HSWAP METER HEAD SWAP	0	0	0	0	152	15	0	152	0
IRRIG IRRIGATION PERMIT	0	0	0	0	61	2	1	61	1
LEAK CHECK FOR LEAK	6	2	0	0	1,995	26	4	1,997	4
LKMTR LOCK MTR	13	2	11	0	238	64	0	240	0
LNLOC LINE LOCATE	0	0	0	0	266	5	0	266	0
METER MOVE METER CHARGE	0	0	0	0	6	8	1	6	1
MI METER INFORMATION	3	2	0	0	184	13	1	186	1
MISCE MISCELLANEOUS	5	3	0	1	3,506	188	16	3,509	17
MOW MOWING GRASS	0	0	0	0	262	1	2	262	2
OCC OCCUPANT CHANGE	19	19	0	0	4,490	72	0	4,509	0
ODOR SMELLY WATER	3	3	0	0	40	0	0	43	0
OFF TURN OFF SERVICE	9	9	0	0	3,058	298	0	3,067	0
OFFEE TRIP CHARGE TURN OFF	0	0	0	0	22	0	0	22	0
ON TURN ON SERVICE	14	14	0	0	4,114	90	0	4,128	0
ONFEE TRIP CHARGE TURN ON	0	0	0	0	23	2	0	23	0
POOLS POOL/SPA PERMIT	1	1	0	0	57	1	0	58	0
RADIO RADIO READ REPORT	0	0	0	0	154	5	0	154	0
RC READ CHECK	0	0	0	0	448	111	0	448	0
ROAD ROAD REPAIR	4	0	0	0	3,962	26	10	3,962	10
RRMON RADIO READ MONITOR (RENT)	0	0	0	0	0	1	0	0	0
SEWER WASTEWATER MISC SERVICE	8	7	0	0	1,487	32	2	1,494	2
SIGN STREET SIGN	0	0	0	0	77	4	1	77	1
SWAP METER SWAP-OUT	0	0	0	0	1,832	114	0	1,832	0
SWTAP W/W TAP	6	2	0	4	529	27	1	531	5
TMPWT TMP WTR	0	0	0	0	9	5	0	9	0
W/W W/W ESTIMATE	9	8	1	0	1,286	46	1	1,294	1
WMEAS MEASURE FOR WATER TAP	14	14	0	0	1,991	53	1	2,005	1
WPRES LOW WATER PRESSURE	2	2	0	0	433	18	0	435	0
WTRTP WATER TAP	3	1	0	2	403	794	0	404	2
WWMOV W/W ESTIMATE FOR RELOCATE	0	0	0	0	11	6	0	11	0
** GRAND TOTALS **	143	108	12	8	35,496	2,073	43	35,604	51

APRIL 2024

BCWCID#2

Re-Cap of Water Tap Applications WATER TAPS:

2024 Pending	4	
2024 Complete.....	22	
2023 Complete.....	78	
2022 Complete.....	117	
2021 Complete.....	112	
2020 Complete.....	119	
2019 Complete.....	96	
2018 Complete.....	96	
2017 Complete.....	78	
2016 Complete	88	
2015 Complete	60	
2014 Complete	39	
2013 Complete.....	35	
2012 Complete.....	37	
2011 Complete.....	42	
2010 Complete.....	49	
2009 Complete.....	43	
2008 Complete.....	35	
2007 Complete.....	47	
2006 Pending.....	1	(Sac-N-Pac)
2006 Complete.....	25	
2005 Complete.....	26	
2004 Complete.....	39	
2003 Complete.....	72	
2002 Complete.....	113	

APRIL 2024
BCWCID#2

Re-Cap of Wastewater Tap Applications

WASTEWATER TAPS:

2024 Pending	8
2024 Complete.....	13
2023 Complete.....	32
2022 Complete.....	35
2021 Pending	1
2021 Complete.....	33
2020 Complete.....	43
2019 Complete.....	34
2018 Complete.....	52
2017 Complete	35
2016 Complete	40
2015 Complete	32
2014 Complete	26

Active Wastewater Customers: 897