

# Contract

## ENGINEERING SERVICES

### PART I AGREEMENT

THIS AGREEMENT, entered into this the 18<sup>th</sup> day of March, 2024 by and between POLK COUNTY, TEXAS, hereinafter called the "County, Locality or Owner" acting herein by Sydney Murphy, County Judge, hereunto duly authorized, and GOODWIN-LASITER, INC. hereinafter called "Firm," acting herein by Pat G. Oates, P.E. Engineering Manager.

#### WITNESSETH THAT:

WHEREAS, Polk County desires to:

- Develop application(s) to the Texas Division of Emergency Management (TDEM) on the Hazard Mitigation Grant Program (HMGP) related to anticipated Backup Generator Improvements at RC Water Supply Corporation (WSC) to facilitate recovery from repetitive damages in the past from power outages during disaster events. **This is completed.**
- The County proposes to improve some of its' infrastructure in response to disaster events. The project is under the general direction and administration of TDEM.

WHEREAS, in response to TDEM funding of prior applications, Polk County desires to implement **design and bidding (Phase 1)** and **construction (Phase 2 – By contractors)** of the following project as designated by TDEM:

- **DR 4485-0026 – Polk County RC WSC Water Treatment Plant #1 Generator (Power Outage Mitigation).**

Whereas the County desires to engage Goodwin-Lasiter, Inc. to render certain engineering and design surveying services in connection with the TDEM HMGP 4485.

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services**

The Firm will perform the services set out in Part II, Scope of Services.

2. **Time of Performance** - The services of the Firm shall commence on March 18, 2024. In any event, all of the services required and performed hereunder shall be completed for **Phase 1** no later than as prescribed in the TDEM HMGP Kick-Off Meeting as follows for each Project:

- **DR 4485-0026: 02-23-2024 to 02-01-2026**

3. **Local Program Liaison** - For purposes of this Agreement, Sydney Murphy, County Judge, (or equivalent authorized by the County Commissioner's Court) will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
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4. Access to Records - TDEM, Inspectors General, the Comptroller General of the United States and the County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TDEM HMGP Project awards, in order to make audits, examinations, excerpts, and transcripts, and to close-out the County's DR contract with TDEM.
5. Retention of Records - The Firm shall retain all required records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The amount of compensation and reimbursement to be paid hereunder shall be as follows:

PROJECT NO.	PHASE 1	PHASE 2
4485-0026	\$ 22,346.10	\$ 9,576.90

**TOTAL** **\$ 31,923.00**

**Schedule of Billing Phase 1 (% of above Each Project Phase):**

- Complete Design Survey 10%
- Preliminary Plans / Report 30%
- Final Plans / Docs. / Specs. 60%

**Schedule of Billing Phase 2 (% of above Each Project Phase):**

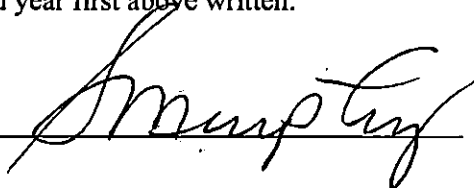
- Complete Bid Phase 20%
- During Construction 70%
- Certificate of Completion 10%

7. Indemnification of Owner -- The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
  8. Indemnification of Firm -- The County shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Firm and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the County's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
  9. Miscellaneous Provisions
    - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Polk County, Texas.
    - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
    - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
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- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

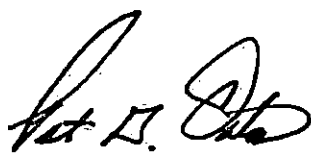
BY:



Sydney Murphy

County Judge, Polk County

BY:



Pat G. Oates, P.E. Engineering Director

Goodwin-Lasiter, Inc.

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**PART II**  
**SCOPE OF SERVICES**

The Engineering Firm shall render the following professional services necessary for the development of the TDEM HMGP Project Application:

**SCOPE OF SERVICES**

**PHASE 1**

1. Attend preliminary conferences with the County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TDEM HMGP project and, if applicable, furnish to the County: None anticipated.
  - a. Name and address of property owners;
  - b. Legal description of parcels to be acquired; and
  - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
6. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within 90 days of execution of this Agreement.
7. Furnish the County copies of the preliminary report, if applicable (additional copies will be furnished to the County at direct cost of reproduction).
8. Provide in proposed construction contracts deductive ( or additive )alternatives where feasible, so that should the lowest responsive base bid for construction exceed ( or fall short of )the funds available, deductive ( or additive )alternatives can be taken to reduce ( or increase )the bid price.
9. Submit required documents to appropriate regulatory agency(ies).
10. Provide Contract Documents, Final Plans and Technical Specifications to TDEM and the Commissioner's Court for review and their approval prior to proceeding into Phase 2. This information is to be provided with 120 days after preliminary report acceptance by the County.

**PHASE 2**

11. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the County an updated written Estimate of Probable Costs for the Project.
  12. Obtain record of the 10-day call to confirm prevailing wage decision from the Grant Administrator.
  13. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
  14. Conduct bid opening and prepare record.
  15. Tabulate, analyze, and review bids for completeness and accuracy.
  16. Accomplish construction contractor's eligibility verification through www.SAM.gov.
  17. Conduct pre-construction conference and prepare copy of report/minutes.
  18. Issue Notice to Proceed to construction contractor.
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19. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work generally conforms with the approved plans and specifications, and to determine if the work is proceeding in general accordance with the Agreement.
20. Use EJCDC-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the County during construction; issue to contractors all instructions requested by the County; and prepare routine change orders if required, at no charge for engineering services to the County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by County and the Firm and submit to TDEM HMGP for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in general accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the County and approval by TDEM HMGP, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion. Require Contractor(s) to provide a Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, as reported by the Contractor, and furnish the County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

## SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the County.
  2. The Firm shall, prior to proceeding with the work, notify the County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
  3. If any time during progress of the work, the County determines that any subcontractor is incompetent or undesirable, the County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the County.
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4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDEM and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
  - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
  - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
  - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
  - d. Section 3 of the Housing and Urban Development Act of 1968;
  - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
  - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and[Text deleted – Recovered Materials]
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the County TDEM, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the County has made final payment to the contractor and all other pending matters are closed.

#### STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and County to perform work and services to be provided under this Agreement.
  2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
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3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from County and at the Firm's expense if the deficiency is due to Firm's negligence. The County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the County under applicable state or federal law.
  4. The Firm agrees to and shall hold harmless the County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
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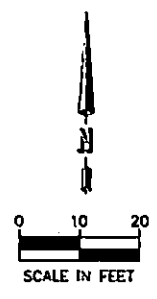
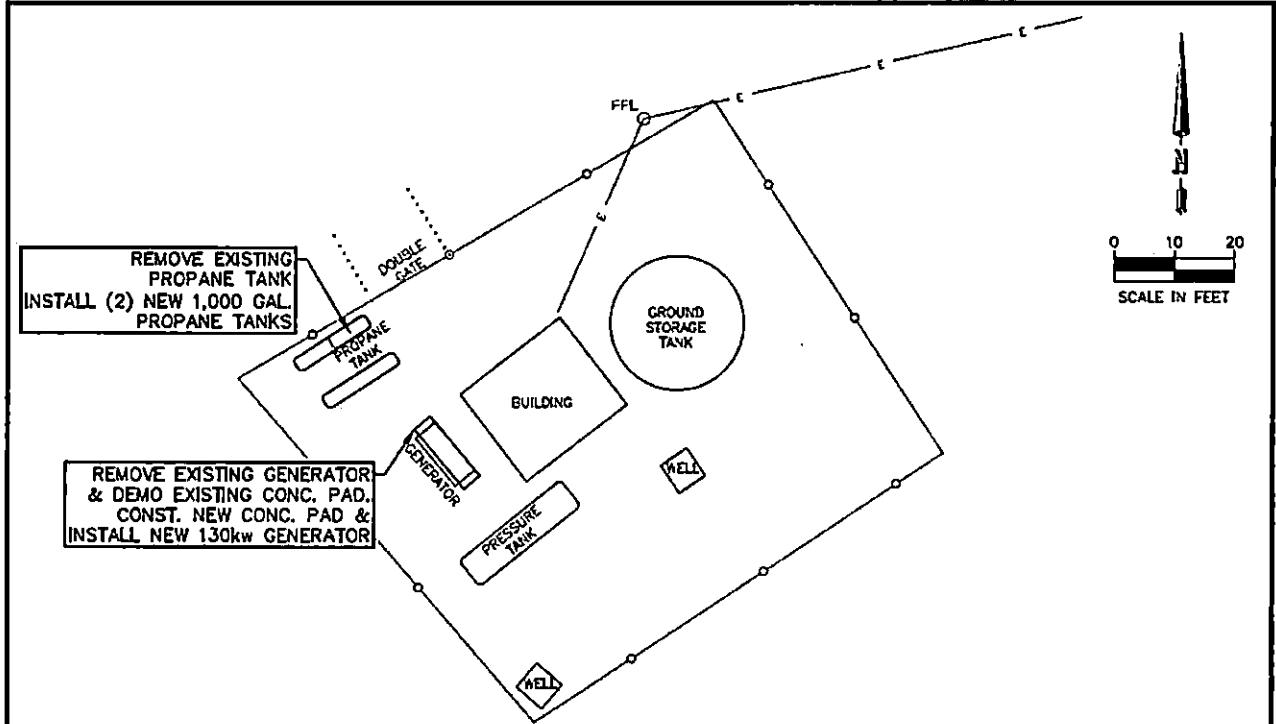


# PART III

## Project Location Maps

4485-0026 RC WSC Plant #1

ELECTRICAL NOTES	GENERAL NOTES	SITEWORK NOTES																														
<ol style="list-style-type: none"> <li>1. COMPLY WITH ALL LATEST N.E.C. REQUIREMENTS, LOCAL ORDINANCES, AND STATE AND FEDERAL REGULATIONS AS APPLICABLE TO THIS PROJECT.</li> <li>2. ELECTRICAL CONTRACTOR TO SUPPLY CUT SHEETS FOR PROPOSED CONSTRUCTION FOR ALL THE EQUIPMENT LISTS &amp; SUBMIT TO THE ENGINEER FOR APPROVAL PRIOR TO PURCHASE.</li> <li>3. COORDINATE ELECTRICAL SERVICE WITH POWER COMPANY AND OWNER. PROVIDE AND INSTALL AS REQUIRED.</li> <li>4. HEIGHT OF WALL SWITCHES AND RECEPTACLES SHALL MEET "ACCESSIBILITY" REQUIREMENTS OF APPLICABLE CODES. PROVIDE STAINLESS STEEL COVERS FOR LIGHT SWITCHES, RECEPTACLES AND COVER PLATES, ALL (3).</li> <li>5. WIRING TO BE #12-GAUGE COPPER (EXCEPT CONTROL WIRE TO BE AS REQUIRED BY MANUFACTURER).</li> <li>6. CONDUIT INSTALLED UNDERGROUND TO BE SCHEDULE 40 ELECTRICAL GRADE PVC FOR HORIZONTAL RUNS. AT STUB-UPS FROM UNDERGROUND, INSTALL GALVANIZED HEAVY WALL RIGID STEEL (R/S) FOR THE LAST THREE FEET OF HORIZONTAL RUN. RADIAL AND VERTICAL RUNS, UNLESS NOTED OTHERWISE, OUTDOOR CONDUIT TO BE GALVANIZED HEAVY WALL RIGID STEEL (R/S) CONDUIT WITH THREADED FITTINGS. (SEE OPTION: IF THE ELECTRICAL DELIVERY PROVIDER'S SPECIFICATIONS REQUIRE A DIFFERENT MATERIAL FOR THE ELECTRICAL SERVICE, CONFORM TO THE ELECTRICAL DELIVERY PROVIDER'S SPECIFICATIONS FOR THE ELECTRICAL SERVICE PORTION OF THE INSTALLATION.) INSTALL "FROG YELLOW" ELECTRICAL MARKING TAPE IF ABOVE OUTDOOR BURIED CONDUIT.</li> <li>7. CONDUIT INSTALLED INSIDE BUILDINGS TO BE RIGID ALUMINUM IN SERVICED CONNECTIONS.</li> <li>8. WHERE FEASIBLE TO USE TYPE TWN OR TRN STRANDED, 75C MIN. INS. IF AIR CAN BE STRANDED OR SOLD. BRIDGE (INSULATED) BRANCH CIRCUIT CARRYING CONDUCTORS, COLOR COORD. TO BE IN ACCORDANCE WITH N.E.C. PRESSURE CONNECTORS MAY BE USED AT TERMINATIONS (EXCEPTION: USE COMPRESSION LUGS FOR WIRE CONNECTIONS).</li> <li>9. WIRE HOSES SHOWN ARE BASED ON ESTIMATED LENGTHS. VERIFY THAT THE VOLTAGE DROP DOES NOT EXCEED PER NEC-ARTICLE 9 (A)(1), PER. NO. 4. CAPACITY OF MULTIPLE CONDUCTORS IN A SINGLE CONDUIT MUST ALSO BE DEPARTED PER NEC-ARTICLE 9(A)(1) (A)(2).</li> <li>10. UNLESS OTHERWISE NOTED, DISCONNECT SWITCHES, PANELS, TRANSFER SWITCHES, ETC. ARE DIAGRAMMATICALLY SHOWN ON PLANS TO CONVEY THE APPROXIMATE LOCATIONS FOR INSTALLATION. EVEN IF SHOWN BACK TO BACK ON THE PLANS, ALL BOXES ON EITHER SIDE OF A WALL OR PARTITION MUST BE SEPARATED HORIZONTALLY BY AT LEAST 6 INCHES.</li> <li>11. REFER TO THE CHAL. DRAWINGS FOR TREATMENT INFORMATION RELATED TO THE PROJECT ELECTRICAL WORK.</li> <li>12. ALL CONDUIT SPACES NOT SHOWN ON PLANS MUST BE PRE-APPROVED IN WRITING BY ENGINEER USE COMPRESSION SLEEVES FOR SPACES OF NO. 8 AWG AND LARGER.</li> <li>13. REQUIRED ELECTRICAL WORK IS SHOWN IN ITS ENTIRETY ON THE ENCLOSED DETAILS AND NOTES. THE WORK SHALL RESULT IN FULLY FUNCTIONING BACKUP POWER SYSTEMS. HOWEVER, THERE MAY BE OTHER EXISTING NON-CODE COMPLIANT CODES, REPAIR AND/OR REPLACEMENT TO CORRECT THESE ISSUES ARE OUTSIDE OF THIS SUBJECT PROGRAM AND MAY OR MAY NOT BE CONTRACTED SEPARATELY BY THE OWNER DURING THE CONSTRUCTION OF THE IMPROVEMENTS OUTLINED IN THESE PLANS &amp; SPECS.</li> <li>14. COMPLY WITH ALL FEDERAL, STATE, AND LOCAL ORDINANCES AND REGULATIONS REGARDING THE LOCATION OF PROPANE TANKS.</li> </ol> <p style="text-align: center;"><b>LIQUID PROPANE UNDERGROUND PIPING NOTES:</b></p> <ol style="list-style-type: none"> <li>1. INSTALL PER INTERNATIONAL FUEL GAS CODE.</li> <li>2. PIPE SIZE TO BE 1" COPPER PIPE (C/P).</li> <li>3. BURRY PIPE A MINIMUM OF 12" DEEP.</li> <li>4. PROTECTIVE COATING FOR UNDERGROUND COPPER TUBING: FACTORY-APPLIED, EXTRUDED PE A MINIMUM OF 0.25 MM THICK.</li> <li>5. PROTECTIVE COATING FOR UNDERGROUND STEEL PIPING: FACTORY-APPLIED, THREE LAYER COATING OF EPOXY, ADHESIVE AND PE JOINT COVER KIT; EPOXY PAINT, ADHESIVE AND HEAT-RESISTANT SLEEVES.</li> <li>6. FOR TRANSITIONS BETWEEN DISCREET PIPING MATERIALS, PROVIDE APPROVED LISTED TRANSITION FITTINGS.</li> </ol>	<ol style="list-style-type: none"> <li>1. CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF POUL COUNTY, TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), NATIONAL ELECTRIC CODE (NEC), AND THESE PLANS.</li> <li>2. CONTRACTOR IS TO FAMILIARIZE HIMSELF WITH THE PLANS, PROJECT SITE, EXISTING CONDITIONS, ETC. BEFORE ANY OF THE INSTALLATION OF PROPOSED IMPROVEMENTS PRIOR TO BEGINNING. COOPERATION OF WORK WITH THE ENGINEER AND THE OWNER IS REQUIRED.</li> <li>3. CONTRACTOR IS TO PERFORM HIS OWN QUANTITY DETERMINATION FOR ITEMS INCIDENTAL TO CONSTRUCTION PRIOR TO ORDERING TO PROVIDE A COMPLETE AND APPROVED PROJECT TO OWNER.</li> <li>4. THROUGH PROJECT COMPLETE, ITEMS NOT SPECIFICALLY COVERED IN PLANS AND SPECIFICATIONS WHICH CONSTITUTE A PART OF THE PROJECT SHALL BE CONSIDERED IN UNIT PRICES AND ARE INCIDENTAL TO THE PROJECT.</li> <li>5. MAINTAIN SITE IN BEST CONDITION "NEAT" CONDITION. SITE IS TO BE CLEANED UP AT THE END OF EACH DAY'S WORK.</li> <li>6. STORE EQUIPMENT AND MATERIALS AT LOCATIONS AS DIRECTED BY THE OWNER. EQUIPMENT IS TO BE STORED OVERNIGHT AT LOCATIONS SO AS NOT TO BLOCK ROADS OR DRIVEWAYS. MATERIALS ARE TO BE PROTECTED FROM DAMAGE BY THE ELEMENTS.</li> <li>7. ON WATER SUPPLY, SEWAGE RAINFALL, OR SEWAGE TREATMENT FACILITIES, EXCEPT TO THESE SYSTEMS SHALL BE AS CONTINUOUS AS POSSIBLE.</li> <li>8. PROVIDE TEMPORARY FENCING AS REQUIRED TO PROTECT CONSTRUCTION OPERATIONS AND PROVIDE FOR PUBLIC SAFETY.</li> <li>9. IN THE ABSENCE OF SPECIFIC REQUIREMENTS FOR ANY WORK, CONTRACTOR SHALL COORDINATE WITH OWNER &amp; ENGINEER. PROCEEDING WITHOUT PRIOR WRITTEN CONSENT FROM THESE PARTIES WILL BE AT THE CONTRACTOR'S SOLE RISK.</li> <li>10. CONTRACTOR IS REQUIRED TO ATTEND A PRE-CONSTRUCTION MEETING WITH THE ENGINEER AND OWNER PRIOR TO STARTING WORK. NO WORK IS TO BE REAPPROVED UNTIL THIS MEETING IS COMPLETED AND A WRITTEN NOTICE TO PROCEED IS ISSUED BY THE OWNER TO THE CONTRACTOR.</li> <li>11. CONTRACTOR IS TO COORDINATE LOCATION OF GENSET, TRANSFER SWITCH &amp; REDUNDANT DISCONNECT OF APPLICABLE WITH OWNER &amp; ENGINEER. ANY DEVIATIONS FROM THE DRAWINGS MUST BE APPROVED BY THE ENGINEER.</li> <li>12. DIMENSIONS ARE NOT NECESSARILY TO SCALE. WHERE GIVEN, THE SCALE SHOULD ONLY BE USED FOR APPROXIMATING DISTANCES. CONTRACTORS SHOULD VERIFY DIMENSIONS WITH FIELD MEASUREMENTS TO OBTAIN QUANTITIES REQUIRED TO COMPLETE THE PROJECT.</li> </ol>	<ol style="list-style-type: none"> <li>1. COORDINATE REQUIRED DRAINAGE IMPROVEMENTS WITH THE OWNER AND ENGINEER. TAKE NEEDED GRADE ELEVATIONS TO ESTABLISH POSITION OF EXISTING DRAINAGE. MAINTAIN 1" FALL. SLOPE (NO GREATER THAN 4 FT. HORIZONTAL TO 1 FT. VERTICAL) EXCEPT WHERE SHOWN OTHERWISE ON PLANS. MAINTAIN MINIMUM 1% LONGITUDINAL SLOPE WHERE POSSIBLE.</li> <li>2. MAINTAIN ADEQUATE DYE DRAINAGE FACILITIES AS REQUIRED. INSURE THAT NO DRAINAGE ON OR OFF THE SITE IS BLOCKED BY PROPOSED CONSTRUCTION. PROTECT EXCAVATIONS FROM FLOODING DUE TO RUNOFF AND GROUNDWATER INFILTRATION.</li> <li>3. PRIOR TO BEGINNING GRADING OPERATIONS, REMOVE 6 INCHES OF TOPSOIL &amp; ORGANIC MATERIAL FROM AREAS TO BE REGRADED. STORE TOPSOIL IN STOCKPILE IN AREAS AS DIRECTED BY GRADER/ENGINEER FOR REUSE IN AREAS WHERE SEEDING WILL BE PERFORMED. AREAS WHERE CONSTRUCTION HAS DISTURBED SOIL AROUND SITE SHALL RECEIVE 4" TOPSOIL TO ACHIEVE FRESH GRADE. EXCESS TOPSOIL SHALL BE REMOVED FROM SITE AT OWNER'S DISCRETION.</li> <li>4. EXCESS ON-SITE MATERIAL IS TO BE DEPOSITED OF AND ADDITIONAL EXCESS FILL REQUIRED TO COMPLETE WORK IS TO BE PROVIDED AT NO ADDITIONAL COST TO OWNER. SELECT MATERIAL TO BE AN APPROVED GRANULAR MATERIAL WITH AT LEAST 85% FINER THAN #20 (75% FINER THAN #10) AND 10% FINER THAN #40 (5% FINER THAN #60) AND A MINIMUM OF 4% PASSING A #200 SIEVE. FILL OPERATIONS ARE TO BE ACCOMPANIED BY PLACING SELECT MATERIAL IN BEDS (LARGE MATERIAL LEFT AND COMPACTED TO 95% STD. PROCTOR DENSITY (ASTM D1557)).</li> <li>5. NEAR COMPLETION OF WORK, RE-MOVE ALL SITE CONSTRUCTION DEBRIS AND FINE GRADE ALL DISTURBED AREAS IN PREPARATION FOR SEEDING. DISK AND CLEAN UP PERIMETER TRANSITION AROUND SITE. FINISHED GRADES TO BE SLOPED TO PROVIDE PROPER DRAINAGE.</li> <li>6. ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATIONS SHALL BE RE-PAVED, SEEDED, AND FERTILIZED AFTER WORK IS INSTALLED. SEEDING TO BE APPLIED AT THE STATED QUANTITIES FOR THE FOLLOWING MIXTURES:             <ol style="list-style-type: none"> <li>(1) BETWEEN GRASS: MAILED: 12 LBS/AC</li> <li>(2) FINE GRASS: 35 LBS/AC</li> </ol> </li> <li>7. CONTRACTOR IS TO BE RESPONSIBLE FOR EROSION CONTROL DURING AND AFTER CONSTRUCTION UNITS. ADEQUATE VEGETATION HAS BEEN ESTABLISHED TO ALL DISTURBED AREAS. PROVIDE ADEQUATE EROSION CONTROL MEASURES NECESSARY TO CONTAIN SEDIMENT AND EROSION TO WITHIN THE PROJECT SITE. BEST MANAGEMENT PRACTICES (BMP'S) INCLUDE, BUT ARE NOT LIMITED TO, REINFORCED FILTER FABRIC FENCING, SILT TRAPS, REINFORCED STRAIN SALES, EROSION CONTROL BLANKETS, ETC.</li> <li>8. CONCRETE PADS ARE TO EXTEND A MINIMUM OF ONE (1) FOOT IN EACH DIRECTION BEYOND THE CURB RAIL UNLESS NOTED OTHERWISE. AREAS DESIGNATED ON SITE DRAWINGS AS GENSET ARE THE APPROXIMATE OUTLINE OF CONCRETE SLABS.</li> </ol>																														
<p><b>NOTE: THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF:</b>  <b>Nick M. Hoelscher #106648 ON 8/14/22. IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, PERMITTING OR ANY OTHER USE REQUIRING "FINAL SEALED" DOCUMENTS.</b></p>	 <p><b>GOODWIN • LASTER • STRONG</b>          ENGINEERING • ARCHITECTURE • SURVEYING          LANDSCAPE ARCHITECTURE • INTERIOR DESIGN          1908 S. ONE STREET ST. STE. 100 • WYOMING, MISSOURI 64499          817.777.0000 • FAX 817.777.0001 • WWW.GLS.COM</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">DATE 8/14/22</td> <td style="text-align: center;">OWNER SNF</td> <td style="text-align: center;">APPROVED BY NWH</td> <td style="text-align: center;">DATE NTS</td> <td style="text-align: center;">JOB NUMBER 367088</td> </tr> <tr> <td colspan="4" style="text-align: center;"><b>TDEM HMGP DR4485 Project</b></td> <td style="text-align: center;">SHEET NO.</td> </tr> <tr> <td colspan="4" style="text-align: center;">Pola County, Texas</td> <td style="text-align: center;"><b>G1</b></td> </tr> <tr> <td colspan="4" style="text-align: center;">RC WSC</td> <td></td> </tr> <tr> <td colspan="4" style="text-align: center;">General Notes</td> <td></td> </tr> <tr> <td colspan="5" style="text-align: center; font-size: small;">                 © 2022 ALL RIGHTS RESERVED BY GOODWIN • LASTER • STRONG, INC. UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED WITHOUT WRITTEN CONSENT FROM GOODWIN • LASTER • STRONG, INC.                  1908 S. ONE STREET ST. STE. 100 • WYOMING, MISSOURI 64499 • 817.777.0000 • FAX 817.777.0001 • WWW.GLS.COM             </td> </tr> </table>	DATE 8/14/22	OWNER SNF	APPROVED BY NWH	DATE NTS	JOB NUMBER 367088	<b>TDEM HMGP DR4485 Project</b>				SHEET NO.	Pola County, Texas				<b>G1</b>	RC WSC					General Notes					© 2022 ALL RIGHTS RESERVED BY GOODWIN • LASTER • STRONG, INC. UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED WITHOUT WRITTEN CONSENT FROM GOODWIN • LASTER • STRONG, INC. 1908 S. ONE STREET ST. STE. 100 • WYOMING, MISSOURI 64499 • 817.777.0000 • FAX 817.777.0001 • WWW.GLS.COM				
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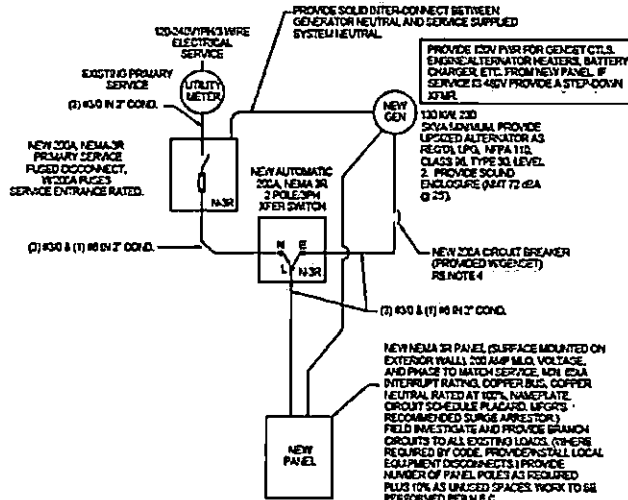
**GOODWIN-LASITER-STRONG**  
ENGINEERING • ARCHITECTURE • INTERIOR DESIGN  
LANDSCAPE ARCHITECTURE • EXTERIOR DESIGN  
1908 S. CHERRYWAY BY STE. 302 • LUFKIN, TEXAS 75489 • PHONE 409-277-0000  
4077 COLLEGE PARK DR. STE. 100 • DALLAS, TEXAS 75249 • PHONE 972-972-2222  
486 INCA ROAD STE. 107 • FLEMING, TEXAS 75841 • PHONE 847-2624

WALSH/ARNDT/STREIBER-DE WOODS INC				6/14/2022 10:28 AM	
DATE	DATE BY	APPROVED BY	SCALE	JOB NUMBER	
6/14/22	SNF	NMH	1"=20'	367088	
TDEM HMGP DR4485 Project				SHEET NO.	
Polk County, Texas				C1	
RC WSC					
Site Layout					
©2022 ALL RIGHTS RESERVED BY GOODWIN-LASITER, INC. UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED WITHOUT WRITTEN CONSENT FROM GOODWIN-LASITER, INC.					
THIS PLAN REPRESENTS THE DESIGN OF THE PROJECT AND DOES NOT CONSTITUTE A CONTRACT. THE CONTRACT SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE CONTRACT DOCUMENTS.					

**GENERAL NOTES:**  
 1. ALL CONDUCTORS BY CONTRACTOR SHALL BE COPPER.  
 2. IF EXISTING EQUIPMENT DOES NOT COMPLY WITH MOST CURRENT N.E.C., MODIFY EQUIPMENT OR REPLACE AS REQUIRED.  
 3. VERIFY THE RATING OF THE CIRCUIT BREAKER PROVIDED BY THE GENSET MANUFACTURER BEFORE DOING ANY WORK. IF THE SUPPLIED BREAKER RATING DIFFERS FROM THE RATING SHOWN IN THIS ONE-LINE, PROVIDE AND INSTALL APPROPRIATE CONDUIT/CONDUCTOR SIZES, TRANSFER SWITCH RATINGS, ETC. PER N.E.C. TO MATCH CIRCUIT BREAKER PROVIDED.  
 4. PROVIDE ONE OR MORE SPEAKERS ON GENSET AS NECESSARY TO MEET U.L. LISTING TO PROVIDE 100% RATED ABOVE AT 20% MAX. VOLTAGE DROP & TO ALLOW CONNECTION OF EXISTING EQUIPMENT SHOWN.  
 5. PROVIDE SECONDARY ENCLOSURE IF NECESSARY TO CONNECT TO EXISTING EQUIPMENT.  
 6. COORDINATE WITH ELECTRICAL DELIVERY PROVIDER TO MATCH SYSTEM DOWNTIME.  
 7. PROPANE REGULATOR VENT PIPING TO BE GRAY PVC SCH 40 (PVC CONDUIT IS ACCEPTABLE).  
 8. SEE ALSO SHEET "01" ELECTRICAL NOTES.

**NOTE:** COORDINATE WITH ELECTRIC DELIVERY PROVIDER (EDP) AS REGARDS SERVICE REQUIREMENTS, PROVIDE INSTALL AS REQD. FOR JPM SERVICES. VERIFY THE TYPE OF SERVICE (CENTER GROUND/DELTA HIGH LEG, CORNER-GROUNDED DELTA, WYE, ETC.) PRIOR TO COMMENCING WORK. FOR EXISTING CORNER-GROUNDED SERVICES, COORDINATE WITH THE EDP TO REWIRE SERVICE TO WYE CONFIGURATION. CONTRACTOR RESPONSIBLE FOR ALL ASSOCIATED COSTS. PROVIDE GENSET CONFIGURED TO MATCH SERVICE. ELECTRICIAN SHALL COORDINATE WITH GENERATOR/TRANSFER SWITCH & SWITCH GEAR PROVIDERS TO ASSURE THAT EQUIPMENT PROVIDED IS FULLY COMPATIBLE WITH THE SERVICE AND WITH THE EXISTING BLDG. ELECTRICAL, SO AS TO PROVIDE FULLY FUNCTIONING SYSTEMS.

PROVIDE W/PROCI RECEPTACLES WITHIN 24" FT OF GENSET & WITHIN 24" FT OF SERVICE EQUIP. IF RECEPTACLES EXIST WITHIN ANY DISTANCES, VERIFY W/PROCI CONFIGURATION & OPERATIONAL; REPAIR OR REPLACE AS REQUIRED.



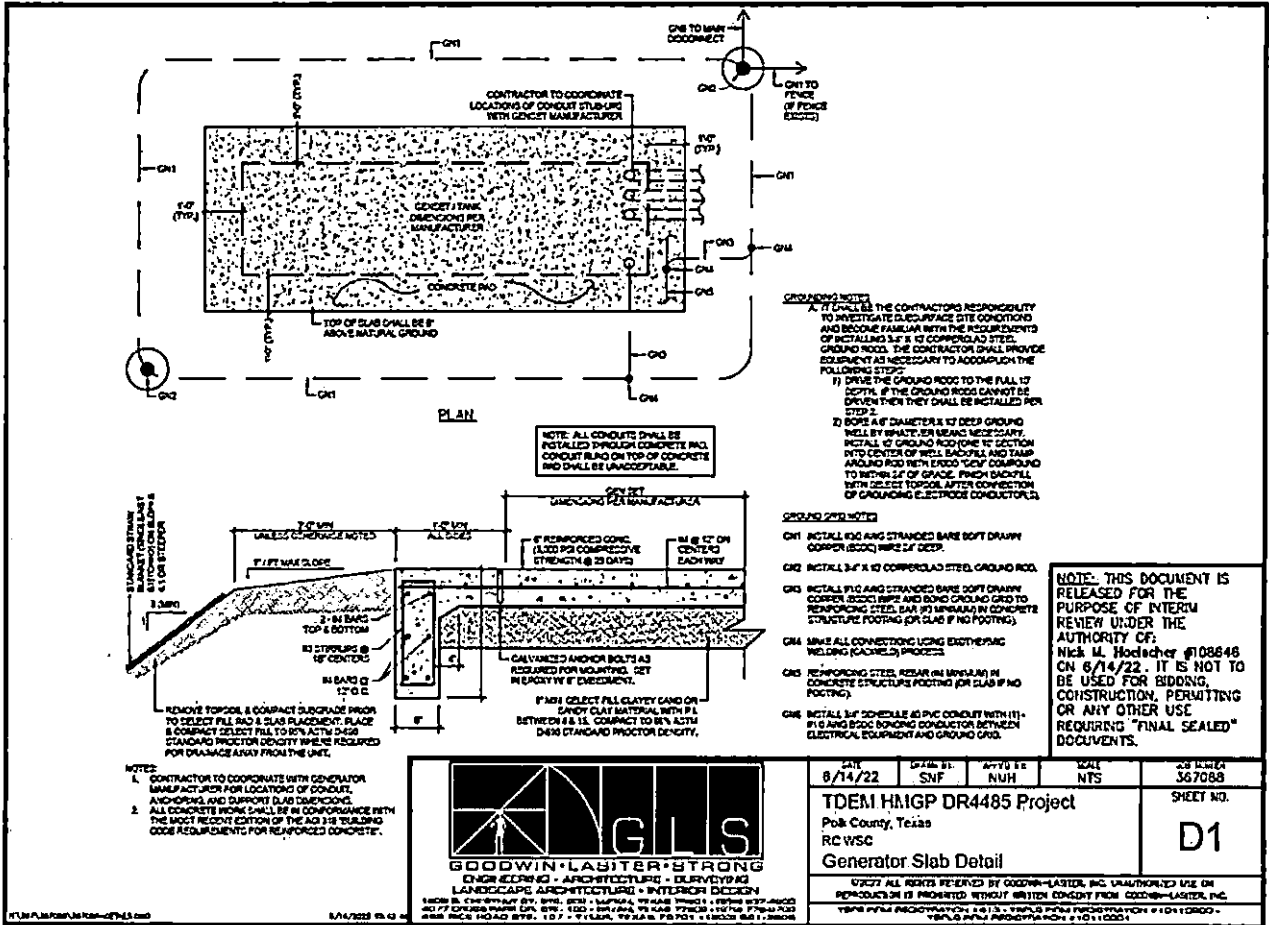
PROVIDE ARC-FLASH LABELING IN ACCORDANCE WITH N.E.C. PROVIDE VERIFICATION OR RECALCULATE THE MAXIMUM AVAILABLE FAULT CURRENT AS NECESSARY TO ENSURE THE SERVICE EQUIPMENT RATINGS ARE SUFFICIENT FOR THE MAXIMUM AVAILABLE FAULT CURRENT AT THE LINE TERMINALS OF THE EQUIPMENT. THE DERATED FIELD MARKINGS SHALL BE ADJUSTED TO REFLECT THE NEW LEVEL OF MAXIMUM AVAILABLE FAULT CURRENT. FIELD MARKINGS SHALL BE OF SUFFICIENT DURABILITY TO WITHSTAND THE ENVIRONMENT INVOLVED. REF: NEC 118.16

PROVIDE GROUNDING & BONDING PER CURRENT N.E.C.

PROVIDE 3\"/>

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DATE	DRAWN BY	APPROVED BY	SCALE	SHEET NUMBER
6/14/22	SHF	ELM	NTS	367088
TDEM HMGPR DR4485 Project				SHEET NO. <b>E1</b>
Polk County, Texas				
RC WSC One-Line Diagram				
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**GROUNDING NOTES**

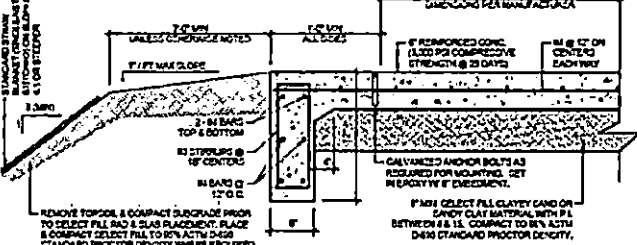
A. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO INVESTIGATE AND SURFACE SITE CONDITIONS AND BECOME FAMILIAR WITH THE REQUIREMENTS OF INSTALLING 3/4" X 1/2" COPPER/ALU STEEL GROUND RODS. THE CONTRACTOR SHALL PROVIDE EQUIPMENT AS NECESSARY TO ACCOMPLISH THE FOLLOWING STEPS:

- 1) DRIVE THE GROUND RODS TO THE FULL 1/2" DEPTH. IF THE GROUND RODS CANNOT BE DRIVEN THEN THEY SHALL BE INSTALLED PER STEP 2.
- 2) BORE A 6" DIAMETER X 1/2 DEEP GROUND WELL BY SPATE. PER MEANS NECESSARY. INSTALL 1/2" GROUND RODS TO CENTER INTO CENTER OF WELL. BACKFILL AND TAMP AROUND ROD WITH EXPOSED 100# COMPACTED TO WITHIN 2" OF SPACE. FINISH SHOULL WITH SELECT TOPSOIL AFTER CONNECTION OF GROUNDING ELECTRICAL CONDUCTORS.

**GROUNDING NOTES**

- GN1 INSTALL #10 ANG STRANDED BARE SOFT DRAWN COPPER (800) WIRE 2' DEEP.
- GN2 INSTALL 3/4" X 1/2 COPPER/ALU STEEL GROUND ROD.
- GN3 INSTALL #10 ANG STRANDED BARE SOFT DRAWN COPPER (800) WIRE AND BOND GROUND GRID TO REINFORCING STEEL BAR (NO MINIMUM IN CONCRETE STRUCTURE FOOTING OR SLAB IF NO FOOTING).
- GN4 MAKE ALL CONNECTIONS USING EXOTHERMIC WELDING (EACH SIDE) PROJECT.
- GN5 REINFORCING STEEL REBAR (MINIMUM IN CONCRETE STRUCTURE FOOTING OR SLAB IF NO FOOTING).
- GN6 INSTALL 3/4" SCHEDULE 40 PVC CONDUIT WITH (1) #10 ANG BONDING CONDUCTOR BETWEEN ELECTRICAL EQUIPMENT AND GROUND GRID.

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 Nick W. Hodischer #108646  
 ON 6/14/22. IT IS NOT TO BE USED FOR BIDDING, CONSTRUCTION, PERMITTING OR ANY OTHER USE REQUIRING "FINAL SEALED" DOCUMENTS.



**NOTES**

1. CONTRACTOR TO COORDINATE WITH GENERATOR MANUFACTURER FOR LOCATIONS OF CONDUIT, AND HOW AND SUPPORT SLAB CONDITIONS.
2. ALL CONCRETE WORK SHALL BE IN CONFORMANCE WITH THE MOST RECENT EDITION OF THE ACI 318 BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE.

DATE	DATE BY	APPRO BY	SCALE	SHEET NO.
8/14/22	SNF	NUH	NTS	367088
TDEM HMGP DR4485 Project				SHEET NO.
Polk County, Texas				D1
RC WSC				
Generator Slab Detail				
<small>           ©2022 ALL RIGHTS RESERVED BY GODWIN-LASTER, INC. UNAUTHORIZED USE OR REPRODUCTION IS PROHIBITED WITHOUT WRITTEN CONSENT FROM GODWIN-LASTER, INC.            TYPE PRINT PRODUCTION # 1615 - TYPE PRINT PRODUCTION # 10110000 -            *BPLS PLS REPRODUCTION # 10110000         </small>				

**PART IV**  
**TERMS AND CONDITIONS**

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Firm, and the County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the County.

County may at any time and for any reason terminate the Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
  4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TDEM program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs
-

of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Firm from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. Reports and Information. The Firm, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

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12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TDEM award between TDEM and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TDEM award between TDEM and the County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TDEM award between TDEM and the County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TDEM award between TDEM and the County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

**Federal Civil Rights Compliance.**

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
-

- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from
-



participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
  
  18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
  
  19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)  
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
-

# PART V PROJECT TIME SCHEDULE ENGINEERING/ARCHITECTURAL/SURVEYOR PROFESSIONAL SERVICES

Exhibit 1.

## Project Implementation Schedule

Owner: **Polk County**  
 Contract No: **367088**  
 Contract Start: **03/18/24**  
 Contract End: **02/01/26**

Grantee Contract: \_\_\_\_\_  
 Year 24 \_\_\_\_\_ 25 \_\_\_\_\_ 26 \_\_\_\_\_

Description	Cal. Days	Milestone/ Submittal Dates	Year 24																											
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28
Activity: 4 Project: TDEM HMGP 4485 Description: Generator Project - RC WSC Plant #1																														
Engineering Procurement/Contracting	60	03/19/24 - 05/18/24	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Design Survey	45	05/19/24 - 07/03/24																												
Environmental Procurement/Contracting <sup>1</sup>	60	07/04/24 - 09/02/24																												
Environmental ERR Preparation & Submittal	60	09/03/24 - 11/02/24																												
Environmental ERR Certification	30	12/03/24																												
Acquisition <sup>2</sup> - NA																														
Planning	90	07/18/24 - 10/16/24																												
Plans and Specifications	120	10/31/24 - 02/23/25																												
Final Plan Review with Owner	30	03/31/25																												
Advertise for Bids	7	04/08/25																												
Bid Opening	28	05/07/25																												
Award	21	05/29/25																												
Construction	180	06/27/25 - 12/24/25																												
Closeout <sup>6</sup>	60	03/25/26																												

<sup>1</sup> Environmental procurement/contracting is assumed to start the day following the PER submittal.  
<sup>2</sup> Acquisition is assumed to start the day following the 30% design submittal.  
<sup>3</sup> 60% design is assumed to start two (2) weeks after the 30% design submittal for review.  
<sup>4</sup> 100% design is assumed to start two (2) weeks after the 60% design submittal for review.  
<sup>5</sup> Construction is assumed to start four (4) weeks after construction award or four (4) weeks after design completion if bidding/award is not applicable.  
<sup>6</sup> Closeout completion is assumed to occur 30 calendar days after closeout documents are submitted for review/approval.

**MONTHLY STATUS REPORT**

Grant Recipient: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Grant No.: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Project Status:

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Date of Last Inspection: \_\_\_\_\_

Name of Inspector: \_\_\_\_\_

Inspection Description:

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Projected Date of Construction Completion: \_\_\_\_\_

Amount of Last Pay Request: \_\_\_\_\_

Date of Last Pay Request: \_\_\_\_\_

Status of Last Pay Request: \_\_\_\_\_

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
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_____	_____
_____	_____
_____	_____

*\*This report may be e-mailed or faxed to the Grant Recipient*