



BRIAN CUMBO

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ADMITTED IN KY AND WV

September 27, 2021

Public Service Commission
P.O. Box 615
Frankfort, KY 40602

RE: Martin County Water District
PSC Case No. 2020-00154

To Whom It May Concern:

Enclosed please find Martin County Water District's Notice of Filing the information packet for the September 28, 2021 Board meeting.

Thank you for your attention to this matter.

Very truly yours,

BRIAN CUMBO

BC/ld

Enclosure

cc: Martin County Water District
Hon. Mary Varson Cromer

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION


In the Matter of:

ELECTRONIC MARTIN COUNTY WATER)
DISTRICT MANAGEMENT AND OPERATION)
MONITORING PURSUANT TO KRS 278.250)

CASE NO. 2020-00154

NOTICE OF FILING

Comes the Martin County Water District, by counsel, and hereby gives Notice of Filing of the attached information packet for the Martin District monthly Board meeting scheduled for September 28, 2021.


BRIAN CUMBO
COUNSEL FOR MARTIN COUNTY
WATER DISTRICT
P.O. BOX 1844
INEZ, KY 41224
TELEPHONE: (606) 298-0428
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EMAIL: cumbolaw@cumbolaw.com

CERTIFICATE OF SERVICE

This will certify that a true and correct copy of the foregoing was emailed on this the 27th day of September, 2021, to the following:

Public Service Commission
ATTN: Nancy Vinsel
P.O. Box 615
Frankfort, KY 40602
nancy.vinsel@ky.gov

Hon. Mary Varson Cromer
Appalachian Citizens' Law Center, Inc.
317 Main Street
Whitesburg, KY 41858
mary@appalachianlawcenter.org


BRIAN CUMBO

Martin County Water District
387 E. Main St.

Phone (606) 298-3885 Inez, Kentucky 41224

Regular Meeting, Tuesday, September 28, 2021 – 6:00 p.m.
Martin County Government Center (2nd Floor)

- 1) Call the meeting to order
- 2) Review and Consideration to Approve Minutes
- 3) Introduction of Guests
- 4) Review and Consideration of Financial Reports
 - A. Review and Consideration to Approve Treasurer's Report
 - B. Review and Consideration to Approve Other Financials
- 5) Review and Consideration to Approve Bills
- 6) Legal
 - A. Any Issues for Discussion with Board Attorney
- 7) Operations
 - A. Alliance Operations Report
 - B. Water Loss Report
- 8) Capital Projects Report
 - A. Project Updates
- 9) Other Old Business
 - A.
- 10) Other New Business
 - A. Rural Water Impact Website Proposal
 - B. Engineering Agreement with Fishbeck
 - C. Discussion About Rate Reduction for Customers Without Service for Extended Periods
- 11) Consider Motion to Convene into Closed Executive Session
- 12) Consider Motion to Close Executive Session
- 13) Other and Informational
- 14) Adjourn

Notice is hereby given that, subject to a motion duly made and adopted, the Board of Directors may hold an Executive Session subject to the laws of Kentucky.

**Martin County Water District
Regular Meeting of the Board of Directors
August 24, 2021, Meeting Minutes**

Presiding: James Kerr, Chairman
Present: Directors: Greg Crum, BJ Slone, Lee Mueller
Staff: Craig Miller (GM), JJ Ridings (LM), Cassandra Moore
Guests: Sheila Maynard, Tyler O'Connor, Eric McCoy, John Cassell, Melissa McCoy, Victor Slone, Jason Damron, Nina McCoy

The Regular Meeting of the Martin County Water District was held on August 24, 2021, at the Martin County Government Center, at 42 East Main St (2nd Floor), Inez, Kentucky 41224. Mr. Kerr called the meeting to order at 6:00 p.m.

Mr. Kerr called for review of the July 27, 2021, Regular Board Meeting. Having no questions or further discussions, Mr. Slone motioned to accept the July 27, 2021, Regular Board Meeting minutes. Mr. Crum seconded. All ayes. Motion carried.

Mr. Kerr inquired if there were any guest requesting to speak. Tyler O'Connor addressed the issue related to a pump on Hwy 645 and customers being without water for five weeks. He stated he understand issues arise but felt that this particular one was ignored and not taken as seriously as it should have been. Mr. Kerr relayed that he understood the frustration, apologized, and took full responsibly for the situation. Shelia Maynard stated that she was frustrated with the lack of communication on behalf of everyone. She "had to ask for water" and didn't think she should have had too. She said a chain of command should be put in place for these types of situations. Eric McCoy and Melissa McCoy stated that the entire time they have lived at the location that they've only had this trouble a couple times, but this time was unacceptable. Wanted to know why they could buy extra pumps and place on a shelf for future use. Mr. Kerr replied that would require extra funds that they don't possess at the moment. Nina McCoy asked if some of the grant funding had been changed. Mr. Miller advised that they had changed one of the grant projects to help with the booster station plans on 645.

Mr. Kerr requested discussion on the review and consideration of the Financial Reports. Mr. Miller detailed each report as submitted. After further discussion, Mr. Slone motioned to approve the Treasurer's report submitted. Mr. Crum seconded. All ayes. Motion carried. Other Financials were presented by Mr. Miller. After further discussion, Mr. Crum motioned to approve, Mr. Slone seconded. All ayes. Motion carried.

Mr. Kerr called for review and consideration to Approve Bills. After review and no further discussion, Mr. Slone motioned to approve the list of bills as presented. Mr. Crum seconded. All ayes. Motion carried.

Mr. Kerr asked if there were any legal issues to discuss. Mr. Cumbo advised there was no issues.

Mr. Kerr called for review of the Operations Report. Mr. Ridings provided the Operations report. The distribution staff has hired three new employees and are working hard to get them trained. They are all from Martin County and show great potential for growth within the field. A new pump was installed at the Meathouse booster station. Unfortunately, Meathouse has continued to be an issue, as the location experiences electrical blips often. Each time it flickers, the pump station must be reset. The 645 pump station serves one business and five residential customers. These customers have been without water for a large portion of last month. It was initially flooded on July 19th and been experiencing major issues ever since. Two companies which specialize in pumps and one engineering firm have been working with Alliance to resolve the issue. All major components of the pump station have been replaced, including pump, motor, pressure switches, compression tank bladder and piping.

Mr. Miller presented an update of the water loss report.

Mr. Miller presented an update on the capital projects report. The raw water and plant project have been put on hold at this point in time. The district has been approved for a grant, which will allow the purchase of extra generators.

Mr. Kerr inquired if there was any Other Old Business to discuss. Ms. Moore advised that she had reached out to collection agencies but hadn't heard back from any of them yet.

Mr. Kerr inquired if there was any Other New Business to discuss. Staff is asking the board to approve the adjust bad debt-write off from 2020. The previous debt has not been processed in the system and some customers agreed to a payment arrangement. Staff presented to board with an updated list and amount. After further discussion, Mr. Slone motioned to approve the bad debt write off from 2020. Mr. Crum seconded. All ayes. Motion carried.

Executive Session not required.

Mr. Kerr inquired if there were any other questions before motioning to adjourn.

Having no further items for discussion, Mr. Kerr requested a motion to adjourn. Mr. Crum motioned to adjourn the meeting. Mr. Mueller seconded. All ayes. Motion carried. Meeting adjourned at 7:16 p.m.

Minutes approved this _____ day of _____, 2021.

James Kerr, Chairman

Cassandra Moore, District Clerk

Martin County Water District
Balance Sheet
August 31, 2021

8/31/2021

ASSETS

CURRENT ASSETS

Checking Account - Operations	\$	52,170.50
Revenue Fund - EFT		39,894.39
Cash on Hand		900.00
Total Cash		92,964.89
Accounts Receivable		414,599.42
Allowance for Doubtful Accounts		(103,740.88)
Unbilled Accounts Receivable		62,058.00
Inventory		4,566.18
Prepaid Expenses		1,094.64
Total Current Assets		471,542.25

PROPERTY, PLANT, & EQUIPMENT

Land	214,713.83
Water Supply & Distribution System	27,316,475.43
Buildings	500,263.89
Equipment & Furniture	6,398,523.47
Vehicles	307,473.65
Construction Work in Progress	961,836.70
Less: Accumulated Depreciation	(17,662,379.38)
Net Property, Plant, & Equipment	18,036,907.59

RESTRICTED CASH

Security Deposits	180,137.34
Grant Fund	63.04
Sinking Fund - RD	7,032.33
Regions Sinking Fund	58,203.79
KIA Sinking Fund	11,594.23
KACO Sinking Fund	6,275.21
Debt Service Surcharge Fund	1,000.12
Management Infrastructure Surcharge Fund	1,000.22
Depreciation Fund	1,021.92
Accrued Interest Receivable	2.00
Total Restricted Cash	266,330.20

OTHER ASSETS

Deferred Outflows of Resources Related to Pensions	134,959.00
Total Other Assets	134,959.00

Total Assets		\$ 18,909,739.04
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Martin County Water District
Balance Sheet
August 31, 2021

8/31/2021

LIABILITIES AND DISTRICT'S EQUITY

CURRENT LIABILITIES

Accounts Payable	\$ 1,179,720.51
Sales Tax Payable	820.89
School Tax Payable	(5,539.88)
Long Term Debt-Current	131,281.02
Accrued Interest Payable	7,310.24
Customer Deposits	81,682.44
Total Current Liabilities	1,395,275.22

LONG-TERM DEBT

Note Payable - KIA	360,525.13
Lease Payable - KACO	56,221.96
Bonds Payable - 2015 E Current Refunding	1,705,000.00
Bonds Premium - 2015 E, Net of A/Amort	17,614.86
Less Current Portion of L-Term Debt	(131,281.02)
Net Pension Liability	1,080,845.00
Other Inflow Resources - Pension	480,553.00
Total Long-Term Debt	3,569,478.93

Total Liabilities

4,964,754.15

DISTRICT'S EQUITY

Retained Earnings (Deficit)	13,749,196.33
YTD Net Income	195,788.56
Total District's Equity	13,944,984.89

Total Liabilities and District's Equity

\$ 18,909,739.04

Martin County Water District
Statements of Revenues and Expenses
Fiscal Year Jan 01 to Dec 31
For the Month(s) Ending
Actual vs Budget

<u>August, 2021</u>			<u>YTD</u>		<u>Annual</u>
<u>Actual</u>	<u>Budget</u>		<u>Actual</u>	<u>Budget</u>	<u>Budget</u>
		Operating Revenues			
\$ 163,346	\$ 163,606	Water Sales - Residential	\$ 1,202,889	\$ 1,359,591	\$ 2,010,893
25,178	26,748	Water Sales - Commercial	188,405	213,984	320,978
13,072	7,792	Water Sales - Public Authorities	66,910	62,336	93,504
58	4	Bulk Water Sales	251	32	50
-	2,194	Connection Fees - Tap	17,612	17,552	26,333
4,795	1,491	Late Charge Fees	37,916	11,928	17,888
3,503	2,049	Reconnect/Meter Sets/Other Fees	24,429	16,392	24,585
8,923	8,937	Debt Service Surcharge	71,641	71,496	107,241
16,009	16,038	Management Infrastructure Surcharge	128,624	128,304	192,456
20	436	Miscellaneous Income	71,403	3,488	5,233
234,903	229,295	Total Operating Revenues	1,810,082	1,885,103	2,799,161
		Operating Expenses			
21,926	-	Water Purchased	21,926	-	10,000
74,542	168,507	Management & Operations Contract	1,254,089	1,348,056	2,022,079
11,795	21,667	Utilities	217,015	173,336	260,000
(867)	2,500	Insurance	19,380	20,000	30,000
89	833	Repairs & Maintenance	13,005	6,664	10,000
-	-	Materials & Supplies	166	-	-
132	833	Outside Services	2,162	6,664	10,000
1,175	625	Legal Expenses	10,788	5,000	7,500
-	-	Accounting/Audit	7,725	7,800	7,800
4,583	4,583	Bad Debts	36,666	36,664	55,000
-	121	Bond Trustee Fees	450	968	1,450
-	154	Dues	2,220	1,232	1,850
102	271	Office Expense	2,229	2,168	3,250
-	-	Taxes	5,035	-	-
696	750	Regulatory Assess Fees	6,461	6,000	9,000
-	-	Permits	15	-	-
-	667	KY 811 Services	-	5,336	8,000
110	125	Miscellaneous Expenses	1,805	1,000	1,500
114,282	201,636	Total Operating Expenses	1,601,136	1,620,888	2,437,429
120,621	27,659	Net Income B/4 Other Income (Expenses)	208,946	264,215	361,732
		Other Income (Expenses)			
-	-	Capital Contributions	560,746	-	-
10	40	Interest Income	73	320	483
(6,878)	(6,705)	Interest Expense	(54,478)	(53,640)	(80,458)
63	63	Amortization	502	504	753
(65,000)	(65,000)	Depreciation	(520,000)	(520,000)	(780,000)
(71,805)	(71,602)	Total Other Income (Expenses)	(13,157)	(572,816)	(859,222)
\$ 48,816	\$ (43,943)	Net Income (Loss)	\$ 195,789	\$ (308,601)	\$ (497,490)

**Martin County Water District
Inez, KY**

Treasury Report

Billing Charges For the Month of:	Aug-21	
Water Revenue		\$ 163,445.56
Water Revenue-Commercial		25,177.72
Water Revenue-Commercial Exempt		13,072.02
Late Charges		4,794.69
Sales Taxes		1,524.15
Debt Service Surcharge		8,922.83
School Tax		6,051.35
Management Infrastructure Surcharge		16,008.85
Returned Check		4,955.68
Connection Fees		-
Due Back to CAP		-
Other Miscellaneous Fees		3,343.43
Deposits Applied		(495.00)
Refund Checks Paid		-
Total Billing Charges		\$ 246,801.28
Gallons Billed		13,141,490
Customers Billed		3,561

Accounts Receivable	Aug-21	
Beginning Balance		387,131.94
Billing Charges		246,801.28
Bad Debt (Write Offs) Recoveries		(15,851.21)
Accounts Receivable Collections		(218,646.22)
End of Month Accounts Receivable		399,435.79

Operations Account		
Beginning Balance		\$ 90,484.99
Deposits		
Accounts Receivable Collections		218,646.22
Accounts Receivable Collections - Pmts in EFT Revenue Account		(82,375.09)
Sewer Billing Collections in Water Bank Acct - Due to MCS		69,002.15
Deposits Received		1,575.00
Transfers from Other District Accts		75,500.00
Scrap Sales - Barrels		20.00
Other Receipts (Tokens, Hydrant Meter, Geotechnology)		220.84
Total Deposits		282,589.12
Disbursements:		
Checks Written		(145,253.94)
Pmts made to Sanitation for A/R Collections		(98,629.59)
Transfers to Other District Accts		(30,107.86)
Auto Drafted Utilities		(42,816.76)
Returned Checks		(4,065.46)
Bank Fees		(30.00)
End of Month Balance	4A-4	\$ 52,170.50

Martin County Water District
Inez, KY
Treasury Report
Summary of Cash & Investments
August 31, 2021

Bank Account	Beginning Balance	Deposits	Interest Earned, Net of Fees	Payments	Ending Balance
	198,188.07				
Operations Account	\$ 90,484.99	282,589.12	-	(320,903.61)	\$ 52,170.50
Revenue EFT Account	33,667.55	82,375.09	-	(76,148.25)	39,894.39
Cash on Hand	900.00	-	-	-	900.00
Total Unrestricted Cash	<u>125,052.54</u>	<u>364,964.21</u>	<u>-</u>	<u>(397,051.86)</u>	<u>92,964.89</u>
Restricted Cash					
Security Deposits	177,914.80	2,230.00	7.67	(15.13)	180,137.34
ARC Grant	63.04	-	-	-	63.04
Rockhouse Project	6,675.98	10,800.00	-	(10,443.65)	7,032.33
Regions Bank-KY 2015E Martin County	47,758.56	10,443.65	1.58	-	58,203.79
KIA Bond & Interest	11,475.53	5,800.00	0.15	(5,681.45)	11,594.23
KY Assoc of Counties Leasing Trust	5,391.17	1,200.00	0.10	(316.06)	6,275.21
Debt Service Surcharge	6,207.64	3,606.08	0.12	(8,813.72)	1,000.12
Management Infrastructure Surcharge	10,330.49	6,471.78	0.22	(15,802.27)	1,000.22
Depreciation Reserve	1,021.90	-	0.02	-	1,021.92
Total Restricted Cash	<u>266,839.11</u>	<u>40,551.51</u>	<u>9.86</u>	<u>(41,072.28)</u>	<u>266,328.20</u>
Total Cash & Investments	<u>\$ 391,891.65</u>	<u>405,515.72</u>	<u>9.86</u>	<u>(438,124.14)</u>	<u>\$ 359,293.09</u>

**Martin County Water District
Billing Summary**

Date	Billed		Gallons (000'S)	Billed # of Customers	Payments Received
	Revenue	YTD Total			
Aug-21	205,478	1,462,225	13,141	3,561	218,646
Jul-21	187,538	1,256,747	13,937	3,571	231,387
Jun-21	198,188	1,069,209	15,411	3,577	220,666
May-21	166,612	871,021	11,619	3,579	210,056
Apr-21	177,176	704,409	13,070	3,607	208,321
Mar-21	168,943	527,233	11,672	3,589	221,475
Feb-21	174,700	358,289	12,558	3,623	178,814
Jan-21	183,589	183,589	13,253	3,497	325,483
Dec-20	176,266	2,424,068	12,219	3,501	201,732
Nov-20	183,638	2,247,802	13,274	3,501	178,105
Oct-20	183,281	2,064,164	13,297	3,496	213,095
Sep-20	181,546	1,880,884	12,276	3,490	188,022
Aug-20	182,051	1,699,338	13,603	3,481	237,043

Martin County Water District

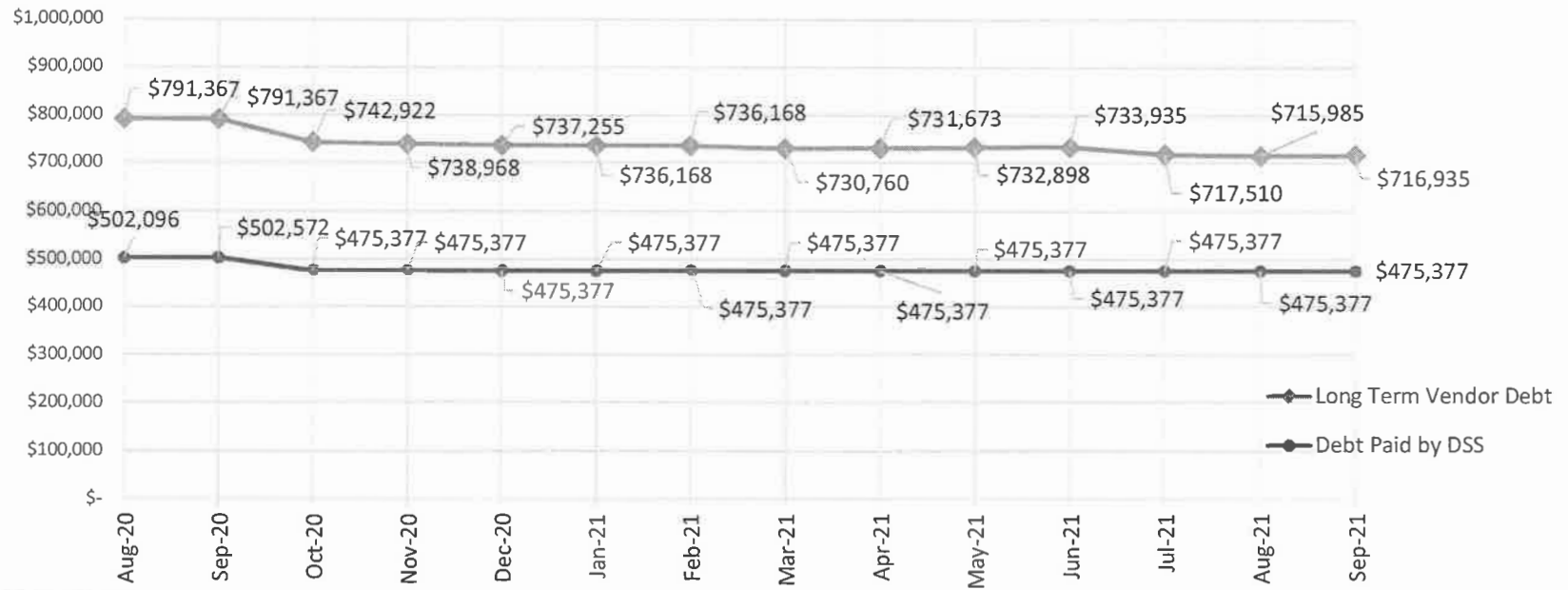
Net Income on a Cash Basis (Snapshot) EXCLUDES DEPRECIATION (format Revised 28 July 20)

	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21
REVENUE													
Customer Count	3,481	3,490	3,496	3,501	3,501	3,497	3,623	3,589	3,607	3,579	3,577	3,571	3,561
Payments Received	\$237,043	\$188,022	\$213,095	\$178,105	\$201,732	\$325,483	\$178,814	\$221,475	\$208,321	\$210,056	\$220,666	\$231,387	\$218,646
EXPENSES													
Operations Account	\$228,784	\$239,610	\$247,224	\$233,190	\$232,012	\$222,042	\$220,106	\$216,707	\$230,318	\$222,369	\$239,191	\$239,068	\$231,079
Transfers for debt serv funding	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800
Payment Plans	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DSS EXP/ (FUNDING)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MIS EXP / (FUNDING)													
Sub total	\$246,584	\$257,410	\$265,024	\$250,990	\$249,812	\$239,842	\$237,906	\$234,507	\$248,118	\$240,169	\$256,991	\$256,868	\$248,879
NET INCOME													
Cash Basis	-\$9,541	-\$69,388	-\$51,929	-\$72,885	-\$48,080	\$85,640	-\$59,092	-\$13,032	-\$39,797	-\$30,113	-\$36,325	-\$25,481	-\$30,233

Notes:

- 1: **Payments Received** are those received for the full month
- 2: **Expenses** are those planned and presented in the Board Packet for the referenced month
- 3: **Payment Plans** are payments towards outstanding debt not funded by DSS
- 4: **Operations Account Includes** the estimated DSS and MIS transfers
- 5: **MIS EXP** estimated funds applied to AWR Invoice (An Operations Account Expense) estimated DSS and MIS transfers
- 6: MIS fund beginning balance January 2020-of \$12,244 applied to AWR fee in June
7. Balance of debt -payments to be funded with unused DSS= **\$475,377**
- 8: **Based on the requirements there will be deposits and subsequent withdrawals in DSS/MIS accounts with a likely sum of zero monthly**

Martin County Water District Outstanding Vendor Debt



Vendor Balance

Period: 08/31/21

Martin County Water District

Year-To-Date
Ending Balance
08/31/21

No. Name

DOMESTIC

V00006	BRIAN CUMBO	-32,209.10
V00012	Xylem	-78,739.10
V00013	ALL PUMPS SALES & SERVICES	-8,411.90
V00014	CI THORNBURG	-36,345.26
V00015	CI THORNBURG-VFD#2	-12,071.32
V00016	EVANS HARDWARE	-30,362.72
V00017	EVANS HARDWARE #2	-18,820.64
V00018	LINDA SUMPTER, CPA	-151,942.35
V00020	SERVICE PUMPS & SUPPLY	-21,282.99
V00021	SOLES ELECTRIC COMPANY	-13,300.00
V00022	UNITED RENTALS	-56,722.94
V00023	ZIP ZONE EXPRESS	-256,726.95

Total in \$ -716,935.27

Martin County Water District, Inez KY
List of Bills for Consideration
28-Sep-21

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Operations Account		
1 AEP	Electric (26 bills) Estimated	\$ 20,938.51
2 Big Sandy RECC	Electric (9 bills) Estimated	\$ 2,066.53
3 Paintsville Utilities	Electric for token (7/8/21 to 8/8/21) Estimated	\$ 36.28
4 Martin County Public Library	Rent (Oct)	\$ 796.12
6 Martin County Water Distrrict	Sanitation Aug	\$ 141.67
7 Sales tax	07/2021 (estimated)	\$ 1,242.32
8 School tax	07/2021 (estimated)	\$ 7,125.72
9 Alliance Water Resources	9/1/21-9/15/21 O&M services	\$ 82,222.75
10 Alliance Water Resources	9/15/21-9/30/21 O&M services	\$ 82,222.75
11 Alliance Water Resources	9/21 Suddenlink Reimbursement (estimated)	\$ 74.14
12 Alliance Water Resources	9/21 Suddenlink Reimbursement (estimated)	\$ 34.95
13 Management Inf. Surcharge	Estimated (actual collected will be paid)	\$ 14,461.63
14 Debt Service Surcharge	Estimated (actual collected will be paid)	\$ 8,060.67
15 Walker Communications	Phone maintenance (Sept)	\$ 89.00
17 Brian Cumbo	Legal Fees	\$ 1,175.00
18 Elite Ins	Bond Renewal	\$ 916.20
19 Prestonsburg City's Utilities	Purchased Water	\$ 9,112.70
20 KY Underground Protection	811 Services	105.00
21 Mountain Water District	Purchased Water	\$ 256.96

TOTAL **\$ 231,078.90**

The following invoices have already been paid via auto debit or to avoid service interruption(s) and/or late fees.

2 Zoom	Zoom subscription (June)	\$ 15.89
TOTAL		\$ 15.89

**Martin County Water District, Inez KY
List of Bills for Consideration
28-Sep-21**

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Operations Account - Debt Service Funding		Transfer Amounts
1 KIA	Monthly funding for KIA Bond/Loan	\$ 5,800.00
2 KACo	Monthly funding for lease payment	\$ 1,200.00
3 KRW/Regions Bank	Monthly funding for loan	\$ 10,800.00
TOTAL		\$ 17,800.00
 TOTAL OPERATIONS		 \$ 248,894.79
 PAST DUE ACCOUNTS		 (Based on cash availabilty)
		8/31/2021
2 CI Thornburg VFD # 2	VFD	\$ 12,071.32
3 Xylem	Pump rental	\$ 78,739.10
4 Soles Electric	Pump service	\$ 13,300.00
5 Service Pump & Supply	Pump service	\$ 21,282.99
6 All Pumps Sales & Services	Pump service	\$ 8,411.90
7 Cumbo Law Office	Legal service	\$ 32,209.10
8 Evans Hardware #2	Parts & supplies	\$ 18,820.64
10 United Rentals	Pump Rental	\$ 56,722.94
TOTAL		\$ 241,557.99
 DSS Account		 (Based on cash availabilty)
1 Evans Hardware	Parts & supplies	\$ 30,362.72
2 CI Thornburg	Parts & supplies	\$ 36,345.26
3 Linda Sumpter CPA	Accounting fees	\$ 151,942.35
4 Zip Zone	Fuel	\$ 256,726.95
TOTAL		\$ 475,377.28
 Total Past Due Accounts		 \$ 716,935.27

Martin County Water District, Inez KY
List of Bills for Consideration
28-Sep-21

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Security Deposit Account		
Customer		
1	Diana Maynard	\$ 11.17
2	Jim Burchett	\$ 27.97
3	Genevive & Will Stacy	\$ 64.12
	TOTAL	\$ 103.26

Martin County Water District

OUR MISSION

We partner with communities to deliver the finest water and wastewater services available at a competitive price. We are committed to keeping water safe and clean while serving people and taking care of communities with improved technical operations, careful management, and financial oversight, and ensured regulatory compliance.

Alliance Water Resources, Inc.

**206 S. Keene
St. Columbia,
MO 65201**

(573)874-8080

August 2021

Administrative

Staff is continuously working to improve the GIS system within the office and water treatment plant. When leaks are reported after hours, the water treatment operators log the leaks. Then the following morning, or next business day, the office staff will process the appropriate work orders for repairs.

Water Treatment

Plant staff worked tirelessly with distribution crews to move water around the system to keep water in the tanks while crews were addressing leaks and failures throughout the system. Plant staff provided information to the crews about tank levels and pressure fluctuations in the system.

Distribution:

The distribution team continues to train new team members while one spot remains open. This past month we sent one employee to Cape Girardeau for two weeks of training and enlisted another in a six-month distribution course. The distribution team was also given extensive safety training. The subjects covered included air quality monitoring, competent person, trenching, and flagger safety.

The distribution team pulled the raw water intake pump on August 30th. Flooding threatened the pump making it imperative to remove the pump. The raw water intake pump was not able to be reinstalled until September 7th. The district nor Alliance has equipment readily available capable of installing or uninstalling the raw water intake pumps.

Distribution team members started valving off tanks during low usage hours on September 7th. Buck Creek (Beauty) and Marcus Wells (Tomahawk) were the two tanks valved off to both locate leaks and maintain water levels. Currently, the water levels have increased and continue to build slowly.

We currently have four vehicles in need of repair before they can be safely driven.



Professional Water and Wastewater Operations

Martin County Water District

Summary:

We continue to serve MCWD in the most efficient manner possible. While it continues to be a difficult and challenging situation, we are excited about our team and looking forward to continuing to grow and thrive in our system.

Customer Service:

Staff is constantly working to improve customer notes and information. Any contact made to or by the customers is noted on the appropriate account. This will allow staff to recall information when needed.

Project Updates

SOURCE	AMOUNT	PROJECTS
AML Pilot Nexus Grant-2017	\$3,450,000	A, B, C, D
COE 531 (25% Match)	\$1,869,718	B, C
ARC Grant	\$1,200,000	F
AML Pilot Nexus Grant-2018	\$2,000,000	I
Total Grant	\$8,519,718	

Safety

Safety meetings in covered excavation and safety.

Regulatory

The Martin County Water Treatment Plant performs operational water quality monitoring to ensure compliance with all state, federal safe drinking water act requirements, including chlorine, fluoride, iron, pH, manganese, solids, turbidity and bacteriological analysis.

Training

Several distribution employees are scheduled for examination.



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 Professional Water and Wastewater Operations
Martin County Water District

Water Plant Operation

Water Pumped – August	
Total Water Production (gallons)	51,899,000
Total Water Metered/Billed (gallons)	13,141,000
Other Water Used (gallons)	1,226,000
Total Water Loss (gallons)	37,532,000
Portion of TWL due to Main Breaks (gallons)	
Average Daily Flow (Million Gallons per Day)	1.674 MGD
Maximum Daily Flow	1.727 MGD
Fluoride Used (lbs.)	400.5 LBS
Chlorine Used (lbs.)	1,984.3 LBS
Lab Tests	3,751 TESTS

Water Quality Analysis

Test	Routine	Special	Repeat
Bacteriological	10 (Pass)	12 (Pass)	
		Reported	Minimum Limit
Fluoride Plant Sample	31	0.76 mg/l Average	0.6 mg/l
Chlorine Distribution Sample	38	Low Readings Total - 0.34 mg/L Free – 0.27mg/L	0.2 mg/l

Customer Service Request and Work Orders

Meter Reads	3398
Meter Sets	20
Turn offs-Close account	18
Taps	0
Meter Changes	8
Disconnects for Non-payment	41
Boil Notices	2
Line Locates	71
Water Leaks/Breaks	41
Other/Investigates	201

Water Main Breaks & Service Lines

Date	Location	Pipe Size/Type	Estimated Water Loss (gallons)
7-14-2021	71 CHARLES LANE	¾" Service	2,000,000
7-15-2021	TOP OF TURKEY HILL	4" Main	34,560
8/11/2021	2933 Blacklog Rd	¾ Service	
8/11/2021	45 Everett Rd	¾ Service	
8/11/2021	81 Guyton Rd	¾ Service	
8/11/2021	919 Collins Creek	¾ Service	
8/12/2021	261 Jarrell Br	2" Main	
8/18/2021	Jarrell Br	¾ Service	
8/18/2021	138 Everett Rd	¾ Service	
8/05/2021	9134 Beauty Rd	¾ Service	
8/16/2021	9124 Rockcastle	¾ Service	
8/20/2021	31 Carlos Webb	¾ Service	
8/21/2021	7393 Rockcastle Rd	3" Main	
8/27/2021	9153 Rockcastle Rd	¾ Service	
8/30/2021	30 Beauty Rd	¾ Service	
8/25/2021	3699 Poplar Fk	4" Main	
8/25/2021	20 Lestill Ln	1" Service	
8/25/2021	1263 Peter Cave Rd	2" Main	
8/27/2021	35 Mckinney Rd	1" Service	
8/27/2021	9562 Meathouse Rd	4" Main	
8/28/2021	3699 Poplar Fk	4" Main	

Repair Expenses Ending August 2021

Expended	Actual YTD	Annual Budget	% Budget / Line Item
Bldg. & Grounds Maintenance	\$358	\$7,000	5%
Vehicle Maintenance	\$40,619	\$25,000	162%
Water Plant Maintenance	\$12,938	\$15,000	86%
Well Maintenance	\$0	\$0	0%
Distribution System Maintenance	\$84,043	\$60,000	140%
Water Meter Maintenance	\$1,606	\$10,000	16%
Street Maintenance	\$7,305	\$8,000	91%
Totals	\$146,869	\$125,000	117%

Chemical Expenses Ending August 2021

Expended	Actual YTD	Annual Budget	% Budget / Line Item
Sodium Hydroxide	\$7,249	\$11,000	66%
Lime/Caustic Soda	\$0	\$30,000	0%
Polymer	\$2,816	\$15,000	19%
Alum	\$20,955	\$0	N/A
Chlorine	\$11,086	\$20,000	55%
Permanganate	\$641	\$19,000	3%
Fluoride	\$0	\$7,000	0%
Chemicals Other - Water	\$4,532	\$8,000	57%
Totals	\$47,279	\$110,000	43%

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Martin County Water District

Notes:

- 1) Building & Grounds Maintenance
 - a. \$0.00

- 2) Vehicle Maintenance
 - a. Fast Change Lube and Oil - \$116.48
 - b. Middlefork Service Center - \$241.24
 - c. Middlefork Service Center - \$606.32
 - d. Adams Auto Parts - \$270.00
 - e. Capital Tire - \$176.91
 - f. Middlefork Service Center - \$40.00
 - g. Middlefork Service Center - \$182.67

- 3) Water Plant Maintenance
 - a. \$0.00

- 4) Well Maintenance
 - a. \$0.00

- 5) Distribution System Maintenance
 - a. Howell's Recycling - \$175.00
 - b. Petty Cash - \$85.00
 - c. Xylem - \$1,390.22
 - d. Ken's Towing - \$1,400.00
 - e. Consolidated Pipe - \$2,213.61
 - f. Roy Kirk - \$425.00
 - g. Warren Pump - \$636.84
 - h. GENJNL - \$11.95
 - i. Roy Kirk - \$325.00
 - j. Roy Kirk - \$885.00
 - k. Xylem - \$556.50
 - l. Consolidated Pipe - \$1,150.93
 - m. Consolidated Pipe - \$1,098.58
 - n. Consolidated Pipe - \$1,322.88
 - o. Consolidated Pipe - \$1,904.16
 - p. All-Pumps - \$1,788.29
 - q. Roy Kirk - \$345.00
 - r. Roy Kirk - \$900.00
 - s. All-Pumps - \$1,079.47
 - t. GENJNL - \$43.33
 - u. GENJNL - \$118.06
 - v. GENJNL - \$256.48
 - w. GENJNL - \$175.82
 - x. GENJNL - \$70.94
 - y. Tug Valley Service - \$5,346.27

- 6) Meter Maintenance

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- a. \$0.00
- 7) Street Maintenance
 - a. \$0.00
- 8) Sodium Hydroxide
 - a. \$0.00
- 9) Lime/Caustic Soda
 - a. \$0.00
- 10) Polymer
 - a. \$0.00
- 11) Alum
 - a. \$0.00
- 12) Chlorine
 - a. Citco - \$1,406.30
 - b. Brenntag - \$940.90
- 13) Permanganate
 - a. \$0.00
- 14) Fluoride
 - a. \$0.00
- 15) Chemicals Other – Water
 - a. \$0.00

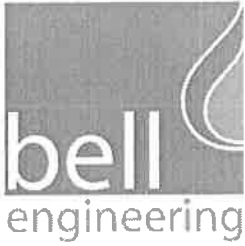
PUBLIC SERVICE COMMISSION

Monthly Water Loss Report

Water Utility: Martin County Water District

For the Month of: August Year: 2021

LINE #	ITEM	GALLONS (Omit 000's)
1	WATER PRODUCED AND PURCHASED	
2	Water Produced	51,899
3	Water Purchased	
4	TOTAL PRODUCED AND PURCHASED	51,899
5		
6	WATER SALES	
7	Residential	10,135
8	Commercial	3,006
9	Industrial	
10	Bulk Loading Stations	
11	Wholesale	
12	Public Authorities	
13	Other Sales (explain)	
14	TOTAL WATER SALES	13,141
15		
16	OTHER WATER USED	
17	Utility and/or Water Treatment Plant	1,226
18	Wastewater Plant	
19	System Flushing	
20	Fire Department	
21	Other Usage (explain)	
22	TOTAL OTHER WATER USED	1,226
23		
24	WATER LOSS	
25	Tank Overflows	
26	Line Breaks	
27	Line Leaks	37,532
28	Excavation Damages	
29	Theft	
30	Other Loss	
31	TOTAL WATER LOSS	37,532
32		
33	Note: Line 14 + Line 22 + Line 31 MUST Equal Line 4	
34		
35	WATER LOSS PERCENTAGE	
36	(Line 31 divided by Line 4)	72.32%



MEETING AGENDA
PROGRESS MTG #26
MARTIN COUNTY WATER DISTRICT
MARTIN COUNTY, KENTUCKY
September 14, 2021

LOCATION: Via Teams
TIME: 3:30 PM
Present: Announcement of Those Present

SUMMARY OF PROJECT FUNDING:

<u>Source</u>	<u>Amount</u>	<u>Associated Project(s)</u>
AML Pilot NEXUS Grant (2017)	\$3,450,000	A,B,C,D
COE 531 Partnership (25% Match)	\$1,869,718	B,C
ARC Grant	\$1,200,000	E
AML Pilot NEXUS Grant (2018)	<u>\$2,000,000</u>	G
TOTAL GRANT	\$8,519,718	

A. CONTRACT 113-19-01

RAW WATER INTAKE IMPROVEMENTS (PUMP PURCHASE ONLY)

1. AML provided clearance to advertise for bids on June 13, 2019.
2. Bids were opened at BSADD at 11:00 AM Wednesday July 3, 2019. Xylem Dewatering Solutions was the only bid received in the amount of \$470,286.07, compared to Bell's opinion of cost of \$500,000.00.
3. Bell made recommendation to award to BSADD and they along with MCWD agreed to accept the bid.
4. On July 29, 2019 Bell received the AML Contractor/Subcontractor Information, Campaign Finance Law Compliance and Affidavit for Bidders Forms from Xylem. These were forwarded to AML.
5. On August 9, 2019 AML advised Xylem had cleared the AVS check and the contract could be signed. Contract documents were forwarded to Xylem.
6. Contract documents were executed by both Xylem and the BSADD. A Notice to Proceed was issued to Xylem after the contracts were executed.
7. The 2 MG pump, 4 MG pump, 2 MG variable speed drive, 4 MG variable speed drive (VFD) and the river screen are complete.

B. CONTRACT 113-19-02

RWI&WTP IMPROVEMENTS

1. The WTP and RWI sites were surveyed.
2. Basins were documented for condition assessment.
3. The Preliminary Engineering Report for the project was completed and distributed.
4. The Phase I Environmental Site Assessment required by the Corps of Engineers was completed and submitted.
5. Vendor proposals for replacement equipment were requested and reviewed.
6. Plans and specifications were developed.
7. Project mapping for NEPA purposes was submitted to AML on February 6, 2020.
8. Project description and Opinion of Probable Construction Costs were submitted to AML on February 17, 2020.
9. Project was submitted for DOW review on March 13, 2020. DOW Construction Permit issued on June 3, 2020.
10. Project was submitted for a COE 4345 Permit Application review on March 20, 2020. Permit was issued on June 8, 2020.
11. The AML Authorization to Proceed was granted on July 31, 2020.
12. The Project was submitted to DOW for a Permit to Construct Along or Across a Stream on April 14, 2020. The DOW requested a public notice be run in the Mountain Citizen newspaper. The notice ran on June 24th, July 1st and July 8th. The period for public comments or objections related to the project ran through July 29th. The permit was issued on August 13, 2020.
13. Project was submitted to Corps of Engineers for Plan and Specification Review March 20, 2020. Corps provided review comments on April 28, 2020. Final plans and specifications including all electrical and structural components of the project were forwarded to the Corps of Engineers for final review during the week of July 13th. The Corps of Engineers completed its review of the final plans / specifications including the opinion of probable cost and certified the package.
14. The Corps of Engineers advertised the Draft Environmental Assessment (DEA) and Finding of No Significant Impact (FONSI) for the project on August 4, 2020 for the 30-day public comment period. KY SHPO requested further consultation. The FONSI was issued October 29, 2020.
15. Project was sent out for bidding on November 11, 2020.
16. A pre-bid meeting for interested contractors was held @ 1:00 p.m. on December 1, 2020.
17. Bids for the project were originally received on December 15, 2020 at 1:00 p.m. Only one bid was received (submitted by Pace Contracting). The project bid was in excess of the available funds.
18. The project was rebid.

19. Bids for the project rebid were opened on April 13th at 1:00 p.m. at the office of the Big Sandy Area Development District. There were four plan holders for the rebid. Only one bid was received (submitted by Pace Contracting).
20. The bid submitted by Pace was \$3,858,387.00.
21. The base bid of \$3,858,387.00 submitted compares to a base bid of \$3,396,220.00 submitted by Pace last December. The difference is \$462,167.00 between the bids.
22. The combined base bids for the RWI/WTP Project and Water Line Replacement in the Beauty/Lovely Project exceeded the funds available for construction activities. Given the grave condition of the Raw Water Intake and Water Treatment Plant, the MCWD took the following actions:
 - A. Defer the construction of the Water Line Replacement in the Beauty / Lovely area until a later date and use the funds budgeted for this project for construction of the RWI/WTP Project.
 - B. Continued submitting funding requests in an effort to obtain funding to construct the Water Line Replacement Project in the Beauty / Lovely area as soon as possible.
 - C. Awarded the Raw Water Intake / Water Treatment Plant Project to Pace Contracting based on the base bid received with the deletions outlined in Table 1.

TABLE 1

DESCRIPTION	PRIORITY TO ADD BACK	AMOUNT
Base Bid submitted by Pace Contracting, Inc.	N/A	\$3,858,387.00
Delete - Backup Generator	1	\$ (175,000.00)
Delete - Roof Replacement over Garage	2	\$ (31,818.00)
Delete - 60' & 20' Sections of 10-Inch Pipe	3	\$ (11,143.00)
Delete - Cash Allowance for Second Trailer	4	\$ (20,000.00)
Delete - Temporary Piping	N/A	\$ (10,000.00)
Change - Augur Cast Piles to Micro Piles	N/A	\$ (17,000.00)
Change - Buried Conduit from Rigid to PVC	N/A	\$ (20,000.00)
Reduce - Pace Markup	N/A	\$ (50,000.00)
Reduce - Various Unit Price Items	N/A	\$ (50,000.00)
TOTAL AWARD AMOUNT		\$ 3,473,426.00

23. A letter awarding the project to Pace under the conditions outlined in Table 1 and subject to concurrence of all the state and federal agencies was sent to Pace on July 9th.

24. Authorization to Proceed was received from AML on September 1. The USACE had previously granted approval.
25. Executed contract books and bonds were received from Pace on September 8, 2021.
26. A preconstruction meeting is scheduled for September 22, 2021 at the offices of the Big Sandy Area Development District at 11:00 a.m.
27. Contract books will be signed and dated by the Big Sandy Area Development District at the preconstruction meeting.
28. A Notice to Proceed (NTP) will be issued at the meeting. The contract requires the contractor be given ten days from the issuance of the NTP before the contract time will start.
29. The Contract time will begin on October 4, 2021. The contract period is 270 days to substantial completion and 300 days to final completion.

**C. CONTRACT 113-19-03
LINE IMPROVEMENTS**

1. Bell was able to locate several sets of As-Built Drawings of the water distribution system. Bell scanned copies of all plan sets and returned to MCWD with digital copies of plan sets for MCWD future use.
2. Bell and MCWD personnel have been in the field multiple times locating existing lines, surveying existing meters, valves and fire hydrants and determining routing of new water lines.
3. Location of features affecting alignment of the waterline has been completed.
4. The Phase I Environmental Site Assessment required by the Corps of Engineers was completed and submitted.
5. Plans and specifications have been developed.
6. Project mapping for NEPA purposes was submitted to AML on February 10, 2020.
7. Project description and Opinion of Probable Construction Costs were submitted to AML on February 17, 2020.
8. Project was submitted for DOW review on March 13, 2020. DOW Construction Permit was issued on April 27, 2020.
9. Project submitted to Corps of Engineers Plan and Specification Review March 20, 2020. Corps provided review comments on April 28, 2020. Bell responded to comments and resubmitted plans/specifications on May 7, 2020. The Corps of Engineers completed its review of the final plans / specifications including the opinion of probable cost and certified the package.
10. Project was submitted to KYTC on April 6, 2020 for review. KYTC Encroachment Permit was issued on May 13, 2020.

11. Submitted to DOW for Permit to Construct Along or Across a Stream April 14, 2020. The permit was issued on June 17, 2020.
12. The AML Authorization to Proceed was granted on July 31, 2020.
13. The Corps of Engineers advertised the Draft Environmental Assessment (DEA) and Finding of No Significant Impact (FONSI) for the project on August 4, 2020 for the 30-day public comment period. KY SHPO requested further consultation. The FONSI was issued October 29, 2020.
14. Project was sent out for bidding on November 11, 2020.
15. A pre-bid meeting for interested contractors was held @ 11:00 a.m. on December 1, 2020.
16. Bids for the project were originally received on December 15, 2020 at 11:00 a.m. Five bids were received.
17. The project was rebid.
18. Bids for the project rebid were opened on March 30th at 11:00 a.m. at the office of the Big Sandy Area Development District. There were six plan holders for the rebid. Three bids were received (BP Pipeline, Buchanan Contracting, and Conhurst, LLC).
19. The low bid was submitted by Conhurst with a base bid of \$910,810.00 and a total bid with alternate of \$1,744,066.00.
20. The combined base bid for the RWI/WTP Project and Water Line Replacement in the Beauty/Lovely Project exceeds the funds available for construction activities. Given the grave condition of the Raw Water Intake and Water Treatment Plant, the MCWD is deferring construction of the Water Line Replacement. The MCWD is seeking funding for this project by working with Congressman Rogers office on a potential federal earmark and by seeking a portion of the \$49.5 M from the state for underfunded projects.

D. WATER SYSTEM CAPITAL IMPROVEMENT PLAN / HYDRAULIC MODELING

1. Document is required by PSC
2. Bell has completed field review of RWI, WTP, Storage Tanks, Pumping Stations and PRV's.
3. Bell & UK met in Martin County on June 21, 2019 to coordinate collection of field data the week of July 8, 2019. This effort was for calibration of the Hydraulic Model.
4. UK professors and 3 students traveled to Martin County on July 8, 2019 to begin effort of collecting field data (pressures and flows) at key points throughout the water distribution system. Bell had a team of four individuals that were to join the UK team on July 10, 2019; however, MCWD had some major line breaks on July 9, 2019 and were unable to recover water supply during the week to allow flowing water from hydrants.

5. The effort to collect flow data was rescheduled for August 6 and 7, 2019, however, on August 5, 2019 MCWD has a failure of a PRV which would not allow the flowing of the hydrants.
6. The collection of the field data was rescheduled and occurred on August 14 and 15, 2019.
7. Field data has been reviewed. UK returned to the field in an effort to repeat two tests for the Hazen Williams coefficient that appeared suspect.
8. Money is in place to pay for the Hydraulic Model through AML 2017 Grant. OSM refused to allow for payment of the CIP through the 2018 Grant. The funds associated with that have been realigned toward additional waterline replacement.
9. UK delivered testing forms to Bell.
10. PRVs, tanks, lines, etc. have been input into the model.
11. Alliance Resources provided usage data and address information for each customer to effectively distribute demand throughout the system.
12. Model was calibrated using field collected data.
13. Bell has been working with UK to coordinate modeling efforts.
14. A Zoom meeting was held between the Kentucky Division of Water, University of Kentucky and Bell on July 1, 2020 to discuss the modeling. A second Zoom meeting was held on July 7, 2020 between UK and Bell to further discuss items that are needed.
15. Data has been shared between UK and Bell.
16. A trip to obtain additional field data was made in mid-July 2020.
17. The hydraulic model is operational and has been checked against previously recorded field observations. The results being output by the model are consistent with the observations obtained in the field.
18. Bell and UK are sharing model information.

E. CONTRACT 113-19-04

ARC WATERLINE REPLACEMENT PROJECT

1. Bell received the signed contract on August 2, 2019.
2. Bell and MCWD personnel have been in the field multiple times locating existing lines, surveying existing meters, valves and fire hydrants and determining routing of new water lines.
3. Location of all features affecting alignment of the waterline has been completed including gas lines.
4. Plans and specifications have been developed.
5. Project was submitted for DOW review on March 27, 2020. DOW Construction Permit issued April 27, 2020.
6. Project was submitted to KYTC on April 6, 2020 for review. KYTC Encroachment Permit was issued April 24, 2020.

7. Bids for the project were opened on May 29, 2020. Three bids were received for the project. The low bid in the amount of \$390,725.00 was submitted by Boca Enterprises, Inc.
8. A conversation was held with DLG representative on June 8, 2020 concerning using the remaining funds to continue laying additional mainline & service lines, along with, installing new meters in the Lovely area. ARC approved allowing the funds to be used to replace additional mainline, service line and water meters.
9. Issues were resolved with the Contractor concerning contract time associated with the additional construction activities.
10. The Contract has been executed and the Contractor has submitted the required performance and payment bonds.
11. A preconstruction meeting was held on September 9, 2020 at the offices of Alliance Water Resources.
12. Project construction is complete. A final walkthrough was conducted on June 22nd and a list of deficiencies prepared. The contractor is to address those deficiencies and the project can then be closed. Contractor is currently awaiting delivery of the ladder for the master meter vault so it can be installed.
13. Record Drawings have been forwarded to the MCWD.

**F. CONTRACT 695-19-01
HIGH SCHOOL WATER STORAGE TANK & BOOSTER PUMP STATION
TELEMETRY**

1. Bell received the signed contract on August 14, 2019.
2. The project was advertised for bids on August 21, 2019 and was advertised a second time on September 11, 2019.
3. Bids for the project were opened September 26, 2019 @ 5:00 p.m. at the offices of the Martin County Fiscal Court.
4. The low (and only) bid was submitted by Micro-Comm. The base bid submitted was in the amount of \$48,921.00 and included the installation of an electrically powered telemetry unit at the pumping station and a solar powered unit at the tank site. A deductive alternate of \$5,400.00 was offered if the Fiscal Court ran electric to the tank site and Micro-Comm could also use an electrically powered unit at this location. Cost would then be \$43,521.00.
5. Bell provided a letter of recommendation to the Martin County Fiscal Court concerning the award of the project to Micro-Comm.
6. Martin County Fiscal Court has awarded the project to the low bidder.
7. Contract documents have been executed by both the Contractor and Fiscal Court. The executed documents were received from the Fiscal Court on

Friday, February 28, 2020. They were forwarded to the contractor along with the Notice to Proceed with construction on March 3, 2020.

8. Information from the Contractor concerning the FCC licensing process was received.
9. The Contractor has submitted shop drawings of the equipment to be used as part of the project. Bell Engineering has reviewed the equipment for conformance with the contract requirements and returned to the Contractor.
10. The transducer tap at the tank site has been completed.
11. The telemetry has been programmed and is operating.

G. USP BIG SANDY, EASTERN KENTUCKY BUSINESS PARK & BIG SANDY AIRPORT WATER PROJECT

1. Project budget was revised and sent to AML on September 19, 2019.
2. The Memorandum of Agreement between AML and BSADD was signed by BSADD on September 25th. The MOA was signed by AML on October 1, 2019.
3. A contract for engineering services has been executed by the Big Sandy Area Development District.
4. Bell and MCWD personnel went to the field to review potential tank and pump station sites.
5. The Preliminary Engineering Report for the project is complete and has been distributed.
6. Plans have been prepared for the 250,000-gallon water storage tank.
7. Bell, Alliance and MCWD coordinated with the mineral lease holder and the surface owner concerning location of the proposed tank and pump station. BSADD, Bell and Alliance representatives met with the property owner on January 30, 2020.
8. On March 3rd, the property owner advised most of the property is permitted with only a phase one bond release.
9. Bell and Alliance met on-site with the property owner on May 5, 2020 and permission to move forward was granted.
10. The site was surveyed on May 27, 2020 and topographic mapping was developed.
11. Due to issues with utilizing AML Pilot funds on this tank site, a new site is being sought. Multiple sites continue to be reviewed.
12. At the request of the MCWD, work on this project has been paused.
13. A meeting with MCWD was cancelled due to an emergency water issue. Will reschedule as soon as possible.

H. CONTRACT 113-20-01

WATER LINE RELOCATION WILLIS DIALS/DAN'S BRANCH ROAD

1. Met on-site with Bizzack Construction, Alliance Water Resources and representatives of other utilities on May 28, 2020.
2. Plans and specifications were prepared.
3. At the request of Bizzack Construction, the project was forwarded to a utility contractor (Akins Excavation) for pricing.
4. Pricing and plans were forwarded to Bizzack Construction for approval by KYTC.
5. The project was approved for construction by the Kentucky Division of Water.
6. Bell Engineering staked the proposed waterline alignment on Thursday, September 17, 2020.
7. Akins Excavating relocated the waterline.
8. The new line was pressure tested, disinfected and samples were taken. The line was then placed in service.

I. CONTRACT 113-20-02 and 113-20-03

WATER LINE RELOCATION HUNTER'S LANE AND ROCKHOUSE CREEK

1. Met on-site with Bizzack Construction, Alliance Water Resources and representatives of other utilities on May 28, 2020.
2. A scope of work for these projects is being developed.
3. Projects are currently scheduled by KYTC and Bizzack Construction for 2021/2022 fiscal year.

J. KY 908 GUARDRAIL PROJECT

1. Met on-site with KYTC multiple times.
2. KYTC has advised additional funds have been requested to perform this work. They will release the project for design when those funds are approved.

September 28th, 2021

TO: Martin County Water District
Board of Directors

INFORMATION & DECISION

FROM: Staff

RE: Rural Water Impact Website Proposal

In an effort to enhance our customer service and engagement, staff has been doing research into a website for the District. In doing so, staff has found company that provides a comprehensive, user friendly, website for a minimal fee. Staff is providing a quote from Immense Impact, LLC., as well as an informative flyer. Rural Water Impact has already put together a demo website for the District that can be launched as official within days of approval. This demo website has been made available to the board for review.

The costs for this website would be split 75% water and 25% Sanitation.

If the Board agrees, Staff request a motion to approve this decision and the permission to begin the process of launching the new website.

Immense Impact, LLC.
 P.O. Box 121034
 Arlington, Texas 76012
 United States
 (888) 551-4815 Ext: 4



Craig Miller
 Martin County Water District
 387 E Main St. Suite 140
 Inez, Kentucky 41224 US

Estimate Number 21-0928MUO
 Estimate Date 09/28/2021

Description	Rate	Qty	Line Total
RWI T4 Annual Subscription Rural Water Impact Tier 4 (3000+ connections) Annual Website Subscription Includes Hosting, Unlimited Customer Support, All Website Software Updates & Upgrades.	\$545.40	1	\$545.40
RWI Set Up Fee Website Set Up Fee - One Time Charge (Does Not Include Existing Website Content Transfer)	\$299.00	1	\$299.00
RWI Tier 4 Giving Back RWI Tier 4 Customer Appreciation - 1 Month Free with Annual Subscription (\$45.95)	-\$45.95	1	-\$45.95
		Subtotal	798.45
		Tax	0.00
		Estimate Total (USD)	\$798.45

Notes

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Terms

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Agreement
Design and Construction Professional Services

Martin County Water District and Fishbeck
Water System Improvement Project
Project No. _____

This is an Agreement made as of _____ [Date], between Martin County Water District (Owner) and Fishbeck (Engineer).

Owner employs Engineer to perform professional engineering services, to serve as Owner's professional engineering representative, and to provide professional engineering consultation and advice for a professional fee in connection with the design and construction of Water System Improvement Project (the "Project").

This Agreement covers the entire Project, each Phase of which will be authorized by Owner by subsequent Amendment. Initially, signing of this Agreement by Owner shall authorize Engineer to perform the planning and design phase services for water system improvement projects.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1. General:

1.1.1. Basic services shall include:

Study and Report –	As agreed to in writing by the parties at the time such services are authorized.
Preliminary Design –	As agreed to in writing by the parties at the time such services are authorized.
Final Design –	As agreed to in writing by the parties at the time such services are authorized.
Bidding –	As agreed to in writing by the parties at the time such services are authorized.
Construction –	As agreed to in writing by the parties at the time such services are authorized.
Operation –	As agreed to in writing by the parties at the time such services are authorized.

1.1.2. Exhibit B – "General Provisions, Design and Construction Projects", describes the Basic Services through all phases of the Project.

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

2.1. If authorized in writing by Owner, Additional Services (not included as part of Basic Services) related to the Project will be performed or obtained from others by Engineer for an additional professional fee.

SECTION 3 — OWNER'S RESPONSIBILITIES

Owner shall have the responsibilities set forth herein and in Exhibit C — "Owner's Responsibilities."

SECTION 4 — PERIOD OF SERVICE

4.1. Insofar as possible, Engineer's Basic Services will be performed within the time periods stipulated below. Completion dates for each Phase will be based on the actual date of authorization to proceed.

Study and Report –	As agreed to in writing by the parties at the time such services are authorized.
Preliminary Design –	As agreed to in writing by the parties at the time such services are authorized.
Final Design –	As agreed to in writing by the parties at the time such services are authorized.
Bidding –	As agreed to in writing by the parties at the time such services are authorized.
Construction –	As agreed to in writing by the parties at the time such services are authorized.
Operation –	As agreed to in writing by the parties at the time such services are authorized.

4.2. Engineer's Additional Services (if any) will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

4.3. If any time period within or date by which any of Engineer's services are to be completed is exceeded through no fault of Engineer, all rates, measures and amounts of compensation, and the time for completion of performance shall be subject to equitable adjustment.

SECTION 5 — MEANING OF TERMS

5.1. Terms used in describing the applicable method of payment for services rendered and Reimbursable Expenses incurred by Engineer shall have the meanings indicated below:

Lump Sum Fee – A specific dollar amount for a defined Scope of Services.

Current Hourly Rates – Rate Schedules published to indicate hourly charges for various classifications of Engineer's employees.

Reimbursable Expenses – Those costs incurred on or directly for Owner's Project. Reimbursement shall be at Engineer's current rate for mileage for service vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.

SECTION 6 — PAYMENTS TO ENGINEER

6.1. Methods of Payment for Services of Engineer.

6.1.1. For Basic Services. Owner shall pay Engineer for all Basic Services rendered under Section 1 as follows:

Study and Report –	As agreed to in writing by the parties at the time such services are authorized.
Preliminary Design –	As agreed to in writing by the parties at the time such services are authorized.
Final Design –	As agreed to in writing by the parties at the time such services are authorized.
Bidding –	As agreed to in writing by the parties at the time such services are authorized.
Construction –	As agreed to in writing by the parties at the time such services are authorized.
Operation –	As agreed to in writing by the parties at the time such services are authorized.

6.1.2. For Resident Project Representative. Owner shall pay Engineer for the Resident Project Representative on the basis agreed to in writing by the parties at the time such services are authorized.

6.1.3. For Additional Services. Owner shall pay Engineer for all Additional Services rendered under Section 2 on the basis agreed to in writing by the parties at the time such services (if any) are authorized.

6.1.4. For Construction Phase Reinspection Services. Owner shall pay Engineer for all second and subsequent inspections for substantial and final completion required because of failure of the Work to comply with Contractor's original certifications. Compensation will be based on Engineer's current Rate Schedule and Owner will deduct the amount paid from payments to Contractor as provided in the Agreement between Owner and Contractor.

6.2. Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed. Interest of 1 percent per 4-week period will be payable on all amounts not paid within 28 days from date of invoice, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Owner.

6.3. Owner agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes, including but not limited to sales taxes on services or related expenses which may be imposed on Engineer by any governmental entity.

6.3.1. If Owner directs Engineer to invoice another, Engineer will do so, but Owner agrees to be ultimately responsible for Engineer's compensation until Owner provides Engineer with that third party's written acceptance of all terms of this Agreement and until Engineer agrees to the substitution.

6.4. In addition to any other remedies Engineer may have, Engineer shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

SECTION 7 — GENERAL CONSIDERATIONS

7.1. Opinions of Cost.

7.1.1. Any opinions of probable construction cost and/or total project cost provided by Engineer will be on a basis of experience and judgment, but since it has no control over market conditions or bidding procedures, Engineer cannot warrant that bids or ultimate construction costs or total project costs will not vary from such estimates.

7.2. Standards of Performance.

7.2.1. The standard of care for services performed or furnished by Engineer will be the care and skill ordinarily used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

7.2.2. Engineer shall be responsible for the technical accuracy of its services and resulting documents. Engineer shall correct deficiencies without additional compensation except to the extent such action is directly attributable to deficiencies in Owner-furnished information.

7.2.3. Engineer and Owner shall comply with applicable Laws or Regulations and Owner-mandated standards. This Agreement is based on these requirements as of its Effective Date. Changes to these requirements after the Effective Date of this Agreement may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, and/or compensation.

7.2.4. Owner shall be responsible for, and Engineer may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

7.2.5. Owner shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to delay the services of Engineer.

7.2.6. Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer's having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain.

7.2.7. During the Construction Phase, Engineer shall not supervise, direct, or have control over Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident to the Contractor's Work in progress, nor for any failure of Contractor to comply with Laws and Regulations applicable to Contractors furnishing and performing the Work.

7.2.8. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the Work in accordance with the Contract Documents including, but not limited to, items required by the Contract Documents to be designed by Contractor.

7.2.9. Engineer shall not be responsible for the acts or omissions of any Contractor(s), subcontractor or supplier, or of any of the Contractor's agents or employees, or any other persons (except Engineer's own employees) at the Site or otherwise furnishing or performing any of the Contractor's Work; or for any decision made on interpretations or clarifications of the Contract Documents given by Owner without consultation and advice of Engineer.

7.3. Termination.

7.3.1. Either Owner or Engineer may terminate this Agreement by giving 10 days' written notice to the other party. In such event, Owner shall pay Engineer in full for all services previously authorized and performed prior to the effective date of termination, plus (at the discretion of Engineer) a termination charge to cover finalization work necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Engineer will return to Owner all documents and information which are the property of Owner.

7.4. Hazardous Waste.

7.4.1. Engineer has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Engineer shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Engineer.

7.5. Construction Observation and Contractor Performance Review.

7.5.1. If Engineer's services under this Agreement do not include full-time construction observation or review of Contractor's performance, Owner shall assume responsibility for interpretations of Contract Documents and for construction observation, and shall waive all claims against Engineer that may be in any way connected thereto.

7.6. Delegated Design

7.6.1. Owner recognizes and holds Engineer harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.

7.7. Limitation of Liability.

7.7.1. To the fullest extent permitted by law, Engineer's total liability to Owner for any cause or combination of causes, whether arising out of claims based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto.

7.7.2. A higher limit of liability may be considered upon Owner's written request, prior to commencement of services, and agreement to pay an additional fee.

7.8. Insurance.

7.8.1. Engineer shall procure and maintain insurance as follows:

Workers' Compensation:	Statutory
Employer's Liability –	
Each Accident:	\$100,000
Disease, Policy Limit:	\$500,000
Disease, Each Employee:	\$100,000
General Liability –	
General Aggregate:	\$1,000,000
Products:	\$1,000,000
Personal and Advertising Injury:	\$500,000
Each Occurrence:	\$500,000
Fire Damage:	\$300,000
Medical Expense:	\$10,000
Automobile Liability –	
Combined Single Limit:	\$1,000,000
Excess Liability Umbrella –	
Each Occurrence:	\$9,000,000
General Aggregate:	\$9,000,000
Professional Liability –	
Each Occurrence:	\$5,000,000
Aggregate:	\$5,000,000

7.8.2. Owner may request Engineer, at Owner's expense, to provide and maintain additional insurance coverage or higher limits. If commercially available, Engineer shall obtain such additional coverage or higher limits.

7.8.3. Owner shall cause Engineer and Engineer's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Owner which are applicable to the Project. Owner shall also provide Workers' Compensation insurance for Owner's employees. Owner agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Engineer.

7.8.4. Upon request, Owner and Engineer shall each deliver to the other certificates of insurance evidencing their coverages.

7.8.5. Owner shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the Contract Documents and to cause Engineer and Engineer's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Engineer.

7.9. Indemnification.

7.9.1. Engineer will defend, indemnify, and hold Owner harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures caused by Engineer's negligence or willful misconduct. Owner agrees to defend, indemnify, and hold Engineer harmless from any claim, liability, or defense cost for injury or loss sustained by any party from exposures allegedly caused by Engineer's performance of services hereunder, except for injury or loss caused by the negligence or willful misconduct of Engineer. These indemnities are subject to specific limitations provided for in this Agreement.

7.10. Consequential Damages.

7.10.1. Owner and Engineer waive consequential damages for claims, disputes, or other matters in question relating to this Agreement including, but not limited to, loss of business.

7.11. Dispute Resolution.

7.11.1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to exercising their rights under other provisions of this Agreement, or under law.

7.12. Legal Expense.

7.12.1. If either Owner or Engineer makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Engineer brings a lawsuit against Owner to collect invoiced fees and expenses, Owner agrees to pay Engineer's reasonable collection expenses including attorney fees.

7.13. Ownership of Work Product.

7.13.1. Engineer shall remain the owner of all drawings, reports, and other material provided to Owner, whether in hard copy or electronic media form, and Engineer shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights including the copyright. Owner shall be authorized to use the copies provided by Engineer only in connection with the Project. Any unauthorized use or reuse by Owner or others for any purpose whatsoever shall be at Owner's risk and full legal responsibility, without liability to Engineer. Owner shall defend, indemnify, and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting therefrom.

7.14. Electronic Media.

7.14.1. Data, reports, drawings, specifications, and other material and deliverables may be transmitted to Owner in either hard copy, digital, or both formats. If transmitted electronically, and a discrepancy or conflict with the electronically transmitted version occurs, the hard copy in Fishbeck's files used to create the digital version shall govern. If a hard copy does not exist, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Owner to open and use the digital versions of the documents in the future.

7.15. Successors and Assigns.

7.15.1. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 7.15.2. the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

7.15.2. Neither Owner nor Engineer shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent professional associates and consultants as Engineer may deem appropriate to assist in the performance of services hereunder.

7.15.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Owner and Engineer, and 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.

7.16. Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of Engineer.

7.17. The following Exhibits are attached to and made a part of this Agreement.

7.17.1. Exhibit A "Proposal or Scope of Services". The Scope of Services shall be as agreed to in writing by the parties at the time such services are authorized.

7.17.2. Exhibit B "General Provisions, Design and Construction Projects."

7.17.3. Exhibit C "Owner's Responsibilities."

7.17.4. Exhibit D "Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative."

7.17.5. Exhibit E Fishbeck "Rate Schedule."

7.18. This Agreement (consisting of pages 1 to 9 inclusive) together with Exhibits A, B, C, D, and E constitute the entire Agreement between Owner and Engineer and supersede all prior written or oral understandings. This Agreement and said Exhibits A, B, C, D, and E may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

OWNER

ENGINEER

[Owner Name]

Fishbeck

[Owner Signatory, Title]



John A. Willemin, PE, Senior Vice President

Contract Date: _____

Address for Giving Notices:

Address for Giving Notices:

[Owner Street Address for Notices]
[Owner City, State, Zip]

11353 Reed Hartman Highway, Suite 500
Cincinnati, Ohio 45241

Proposal or Scope of Services

The Scope of Services shall be as agreed to in writing by the parties at the time such services are authorized.

General Provisions Design and Construction Projects

Attached to and made a part of Agreement dated _____ between Martin County Water District (Owner) and Fishbeck (Engineer) with respect to the Project described therein.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1. GENERAL

1.1.1. Engineer shall perform professional services as hereinafter stated which include customary civil, structural, mechanical, and electrical engineering services and customary architectural services incidental thereto.

1.1.2. The duties and responsibilities of Engineer shall be amended and supplemented by any proposal issued by Engineer and approved by the Owner to authorize the work. Each such proposal shall be issued by Amendment to the Agreement thereby becoming part of these General Provisions.

1.2. STUDY AND REPORT PHASE

Engineer shall:

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

1.2.2. Advise Owner as to the necessity of Owner's providing or obtaining data or services from others, and act as Owner's representative in connection with any such services.

1.2.3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

1.2.4. Provide analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

1.2.5. Provide a general economic analysis of Owner's requirements applicable to various alternatives.

1.2.6. Prepare a Report containing schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations, including Engineer's opinion of probable costs for the Project.

1.3. PRELIMINARY DESIGN PHASE

Engineer shall:

1.3.1. In consultation with Owner and on the basis of the individual project needs, determine general scope, extent, and character of the Project.

1.3.2. Prepare Preliminary Design documents consisting of final design criteria, preliminary drawings, and any outline of the specifications.

1.3.3. Advise Owner if additional data or services are necessary and assist Owner in obtaining such data and services.

1.3.4. Based on the information contained in the Preliminary Design documents, submit an opinion of probable Project Cost.

1.3.5. Furnish up to three copies of the above Preliminary Design documents and present and review them in person with Owner.

1.4. FINAL DESIGN PHASE

Engineer shall:

1.4.1. On the basis of the accepted Preliminary Design documents and the opinion of probable Project Cost, prepare for incorporation in the Contract Documents final drawings (hereinafter called "Drawings") to show the general scope, extent, and character of the Work to be furnished and performed by Contractor, and Specifications (which will be prepared in conformance with the current format of the Construction Specifications Institute or other appropriate organization).

1.4.2. Furnish to Owner such documents and design data as may be required for, and assist in the preparation of, the required documents so that Owner may apply for approvals of such governmental authorities as have jurisdiction over design criteria applicable to the Project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate authorities.

1.4.3. Advise Owner of any adjustments to the latest opinion of probable Project Cost caused by changes in general scope, extent, or character or design requirements of the Project or Construction Costs. Furnish to Owner a revised opinion of probable Project Cost based on the Drawings and Specifications.

1.4.4. Prepare for review and approval by Owner, its legal counsel, and other advisors contract agreement forms, general conditions and supplementary conditions; and (where appropriate) bid forms, invitations to bid, and instructions to bidders; and assist in the preparation of other related documents.

1.4.5. Furnish up to three copies of the above documents and of the Drawings and Specifications, and present and review them in person with Owner.

1.5. BIDDING OR NEGOTIATING PHASE

Engineer shall:

1.5.1. Assist Owner in advertising for, and obtaining bids or negotiating proposals for, each separate prime contract for construction, materials, equipment, and services.

1.5.2. Issue addenda as appropriate to interpret, clarify, or expand the Bidding Documents.

1.5.3. Consult with and advise Owner as to the acceptability of subcontractors and other persons and organizations proposed by the prime Contractor (hereinafter called "Contractor") for those portions of the Work as to which such acceptability is required by the Bidding Documents.

1.5.4. Consult with and advise Owner as to the acceptability of substitute materials and equipment proposed by Contractor when substitution prior to the award of contracts is allowed by the Bidding Documents.

1.5.5. Assist Owner in evaluating bids or proposals and in assembling and awarding contracts.

1.6. CONSTRUCTION PHASE

Engineer shall:

1.6.1. *General Administration of Construction Contract.* Consult with and advise Owner and act as Owner's representative as provided in Articles 1 through 17, inclusive, of the Standard General Conditions of the Construction Contract, No. C-700 (2007 edition) of the Engineer's Joint Contract Documents Committee. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in said Standard General Conditions shall not be modified, except as Engineer may agree in writing. All of Owner's instructions to Contractor will be issued through Engineer who will have authority to act on behalf of Owner to the extent provided in said Standard General Conditions except as otherwise provided in writing.

1.6.2. *Visits to Site and Observation of Construction.* In connection with observations of the Work of Contractor(s) while it is in progress:

1.6.2.1. Engineer shall make visits to the site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's Work. In addition, Engineer shall provide the services of a Resident Project Representative (and assistants as agreed) at the site to assist Engineer and to provide more continuous observation of such Work. Based on information obtained during such visits and on such observations, Engineer will determine in general if such Work is proceeding in accordance with the Contract Documents, and Engineer shall keep Owner informed of the progress of Work.

1.6.2.2. The Resident Project Representative (and any assistants) will be Engineer's agent or employee and under Engineer's supervision. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit D "Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative."

1.6.2.3. The purpose of the Engineer's visits to and representation by the Resident Project Representative at the site will be to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase and, in addition, by exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work of Contractor will conform generally to the Contract Documents, and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor. On the other hand, Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over Contractor's Work; nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Contractor, for safety precautions and programs incident of the Work of Contractor, or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractors furnishing and performing their Work. Accordingly, Engineer can neither guarantee the performance of any Contractor nor assume responsibility for any Contractor's failure to furnish and perform their Work in accordance with the Contract Documents.

1.6.3. *Defective Work.* During such visits and on the basis of such observations, Engineer may recommend to Owner that Contractor's Work be disapproved and rejected while it is in progress if Engineer believes that such Work will not produce a completed Project that conforms generally to the Contract Documents, or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

1.6.4. *Clarifications and Interpretations; Field Orders.* Engineer shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's Work. Such clarifications and interpretations shall be consistent with the intent of and reasonably inferrable from the Contract Documents. Engineer may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

1.6.5. *Change Orders and Work Change Directives.* Engineer shall recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

1.6.6. *Shop Drawings and Submittals.* Engineer shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the aforesaid Standard General Conditions), samples, and other data which Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions and programs incident thereto. Engineer shall neither review nor approve shop drawings prepared by Contractor for items required by the Contract Documents to be designed by Contractor; such documents shall be received for informational purposes solely to determine that Contractor has understood he has these responsibilities and has obtained the required professional design assistance.

1.6.7. *Substitutes and "Or Equal."* Engineer shall evaluate and determine the acceptability of substitute or "or equal" materials and equipment proposed by Contractor.

1.6.8. *Inspections and Tests.* Engineer shall have authority, as Owner's representative, to require special inspection or testing of the Work, and shall receive and review all certificates of inspection, testings, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents). Engineer shall be entitled to rely on the results of such tests.

1.6.9. *Disagreements between Owner and Contractor.* Engineer shall render formal written decisions on all claims of Owner and Contractor relating to the acceptability of the Work thereunder and make decisions on all claims of Owner and Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work. Engineer shall be fair and not show partiality to Owner or Contractor, and shall not be liable for the result of any such interpretations or decisions rendered in good faith.

1.6.10. *Applications for Payment.* Based on Engineer's observations as an experienced and qualified design professional, on information provided by the Resident Project Representative, and on review of applications for payment and the accompanying data and schedules:

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

1.6.10.2. By recommending any payment Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Engineer's review of Contractor's Work for the purposes of recommending payments will not impose on Engineer responsibility to supervise, direct, or control such Work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes any Contractor has used the moneys paid on account of the Contract price, or to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any lien, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

1.6.11. *Contractor's Completion Documents.* Engineer shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals, samples, and other data which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests, and approvals the results certified indicate compliance with, the Contract Documents) and shall transmit them to Owner.

1.6.12. *Substantial Completion.* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, Engineer shall conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of Owner, Engineer considers the Work Substantially Complete, Engineer shall deliver a certificate of Substantial Completion to Owner and Contractor.

1.6.13. *Final Notice of Acceptability of the Work.* Engineer shall 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.

1.6.14. *Limitation of Responsibilities.* Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents.

1.7. OPERATION PHASE

During Operation Phase, Engineer shall, when requested by Owner:

1.7.1. Provide assistance in the closing of any financial or related transaction for the Project.

1.7.2. Provide assistance in connection with the testing and adjusting of any equipment or system.

1.7.3. Assist Owner in training Owner's staff to operate and maintain the Project equipment or systems.

1.7.4. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

1.7.5. Prepare a set of reproducible record prints or Drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by Contractor to Engineer and which Engineer considers significant.

1.7.6. In company with Owner, visit the Project to observe any apparent defects in the completed construction, assist Owner in consultations and discussions with Contractor concerning correction of such deficiencies, and make recommendations as to replacement or correction of defective Work.

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

2.1. ADDITIONAL SERVICES REQUIRING OWNER'S AUTHORIZATION IN ADVANCE

2.1.1. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below. These services will be paid for by Owner as indicated in Section 6 of this Agreement.

- 2.1.1.1 Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
- 2.1.1.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner.
- 2.1.1.3 Services resulting from significant changes in scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of this Agreement, or are due to changes from instructions previously given by Owner or Construction Manager, or are due to any other causes beyond Engineer's control.
- 2.1.1.4 Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those identified under this Agreement.
- 2.1.1.5 Services required as a result of Owner's providing incomplete or incorrect Project information with set forth in Exhibit C.
- 2.1.1.6 Providing renderings or models for Owner's use.
- 2.1.1.7 Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of feasibility studies, cash flow and economic evaluations, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
- 2.1.1.8 Furnishing services of Engineer's Consultants for other than Basic Services.
- 2.1.1.9 Services attributable to more than two prime construction contracts.
- 2.1.1.10 Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
- 2.1.1.11 Preparing for, coordinating with, participating in, and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
- 2.1.1.12 Preparing additional Bidding Documents or Contract Documents for alternative bids or prices requested by Owner for the Work or a portion thereof.

2.1.1.13. Determining the acceptability of substitute materials and equipment proposed during the Bidding or Negotiating Phase when substitution prior to the award of contracts is allowed by the Bidding Documents.

2.1.1.14. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required under this Agreement.

2.1.1.15. Providing construction surveys and staking to enable Contractor to perform its Work other than as required under Basic Services, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

2.1.1.16. Providing Construction Phase services beyond the Contract Times set forth.

2.1.1.17. Providing assistance in resolving any Hazardous Environmental Condition in compliance with current Laws and Regulations.

2.1.1.18. Preparation of operation and maintenance manuals.

2.1.1.19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

2.1.1.20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner under this Agreement.

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

2.2. REQUIRED ADDITIONAL SERVICES

2.2.1. Engineer shall perform or furnish, without requesting or receiving specific advance authorization from Owner, the Additional Services of the types listed below. Engineer shall advise Owner in writing promptly after starting any such Additional Services.

2.2.1.1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner so as to make the compensation commensurate with the extent of the Additional Services rendered.

2.2.1.2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or equal” items; and services after the award of the Construction Agreement in evaluating and determining the acceptability of a substitution which is found to be inappropriate for the Project or an excessive number of substitutions.

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

2.2.1.4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work, (2) an occurrence of a Hazardous Environmental Condition, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, (6) default by Contractor, or (7) reinspection by Engineer to determine Substantial or Final Completion.

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

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

Owner's Responsibilities

Attached to and made a part of Agreement dated _____, between Martin County Water District (Owner) and Fishbeck (Engineer) with respect to the Project described therein.

1.1. In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall:

1.1.1. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the Drawings and Specifications; and furnish copies of Owner's standard forms, conditions, and related documents for Engineer to include in the Bidding Documents, when applicable.

1.1.2. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, or investigation at or adjacent to the Site.

1.1.3. Following Engineer's assessment of initially available Project information and data and upon Engineer's request, furnish or otherwise make available such additional Project related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1.1.3.1. Property descriptions.

1.1.3.2. Zoning, deed, and other land use restrictions.

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

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

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

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

1.1.4. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of a Hazardous Environmental Condition or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services or in the Work of any Contractor.

1.1.5. Authorize Engineer to provide Additional Services as set forth in Section 2 of Exhibit B of this Agreement as required.

1.1.6. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

1.1.7. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, insurance counselor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

1.1.8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

1.1.9. Provide, as required for the Project:

1.1.9.1. Accounting, bond and financial advisory, independent cost estimating, and insurance counseling services.

1.1.9.2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

1.1.9.3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the moneys paid.

1.1.9.4. Placement and payment for advertisement for Bids in appropriate publications.

1.1.10. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

1.1.11. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others for Owner so that Engineer may make the necessary calculations to develop and periodically adjust Engineer's opinion of Probable Project Costs.

1.1.12. If Owner designates a Construction Manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit C the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

1.1.13. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit C that is to be mutually agreed upon and made part of this Agreement before such services begin.

1.1.14. Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Substantial Completion and final payment inspections.

1.1.15. Review and approve Contractor’s waiver of lien information submitted with Contractor’s payment requests after Engineer’s written recommendation on payment amount.

1.1.16. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Contract Documents, or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. These services shall be provided separately by Owner or through cash allowance under the Contract Documents.

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

Attached to and made a part of Agreement dated _____, between Martin County Water District (Owner) and Fishbeck (Engineer).

Engineer shall furnish a Resident Project Representative (RPR), assistants, and other field staff to assist Engineer in observing progress and quality of the Work of Contractor. The RPR, assistants, and other field staff may provide full-time representation, or may provide representation to a lesser degree.

Through such additional onsite observations of the Contractor's Work in progress, and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's Work in progress, supervise, direct, or have control over the Contractor's Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's Work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In particular, the specific limitations set forth in paragraph 1.6 of Exhibit B are applicable.

The duties and responsibilities of the RPR are limited to those of Engineer in Engineer's agreement with the Owner and in the construction Contract Documents, and are further limited and described as follows:

A. General:

RPR is Engineer's agent at the site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's Work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.

B. Duties and Responsibilities of RPR:

1. *Schedules*: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor, and consult with Engineer concerning acceptability.
2. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings.
3. *Liaison*:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in understanding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's onsite operations.

- c. Assist in obtaining from Owner additional details or information when required for proper execution of the Work.
4. *Shop Drawings and Samples:*
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the Site by Contractor, and notify Engineer of availability of samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
5. *Review of Work and Rejection of Defective Work:*
 - a. Conduct onsite observations of the Work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any Work will not produce a completed Project that conforms generally to the Contract Documents, or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged or does not meet the requirements of any inspection, test, or approval required to be made; and advise Engineer of that part of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection, or approval.
6. *Inspections, Tests, and Systems Start-ups:*
 - a. Consult with Engineer in advance of scheduling major inspections, tests, and systems start-ups of important phases of the Work.
 - b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof.
 - c. Observe, record, and report to Engineer appropriate details relative to the test procedures and start-ups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Engineer.
7. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed, and transmit to Contractor clarifications and interpretations as issued by Engineer.
8. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications, and report with recommendations to Engineer. Transmit to Contractor decisions as issued by Engineer.
9. *Records:*
 - a. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Change Directives, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders, Field Orders or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of test procedures; and send copies to Engineer.
 - c. Record names, addresses, and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - d. Maintain records for use in preparing Project documentation.
 - e. Upon completion of Work, furnish original set of all RPR documentation to Engineer.
10. *Reports:*
- a. Furnish Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Report immediately to Engineer the occurrence of any accidents, any Hazardous Environmental Conditions, emergencies, or acts of God endangering the Work, and property damaged by fire or other causes.
11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals, and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents; and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
13. *Completion:*
- a. Before Engineer issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.
 - b. Observe whether Contractor has arranged for inspections required by Laws and Regulations including, but not limited to, those to be performed by public agencies having jurisdiction over the Work.
 - c. Participate in final inspection in the company of Engineer, Owner, and Contractor, and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.
- C. *Limitations of Authority by RPR:*
- RPR shall not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Engineer.

2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of Contractor, subcontractors, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction, unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of Owner or Contractor.
6. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
7. Authorize Owner to occupy the Project in whole or in part.
8. Participate in specialized field or laboratory tests or inspections conducted offsite by others except as specifically authorized by Engineer.



Rate Schedule

June 12, 2021

Principal	\$245
Architect Construction Engineer/Manager/Administrator Engineer Estimator Geologist Hydrogeologist Industrial Hygienist Interior Designer Project Manager Scientist Surveyor	
Senior Level	\$145-\$237
Mid Level	\$126-\$145
Staff Level	\$86-\$126
Architectural Specialist Engineering Specialist Environmental Specialist Health & Safety Specialist Operations Specialist Technical Specialist Project Superintendent Survey Specialist	
Senior Level	\$145-\$214
Mid Level	\$106-\$145
Staff Level	\$83-\$106
Technician	
Senior Level	\$112-\$132
Mid Level	\$98-\$112
Staff Level	\$74-\$98
Production Support	\$86
Photocopies	\$0.10/Copy
Mileage/Passenger Vehicles	\$0.70/Mile
Field and Service Vehicles	\$0.95/Mile (\$37/day min.)
Equipment Schedule	Separate Schedule
Expenses and Outside Services	Cost Plus 10%

Compensation to be at one and one-half times the hourly rate for approved overtime.

Invoices are rendered every four weeks and payment is due upon receipt. A service charge of 1% per four-week period is added to accounts unpaid after 28 days from date of billing.

6/2021