



## **Filing Receipt**

**Filing Date - 2023-04-25 01:11:13 PM**

**Control Number - 54718**

**Item Number - 5**

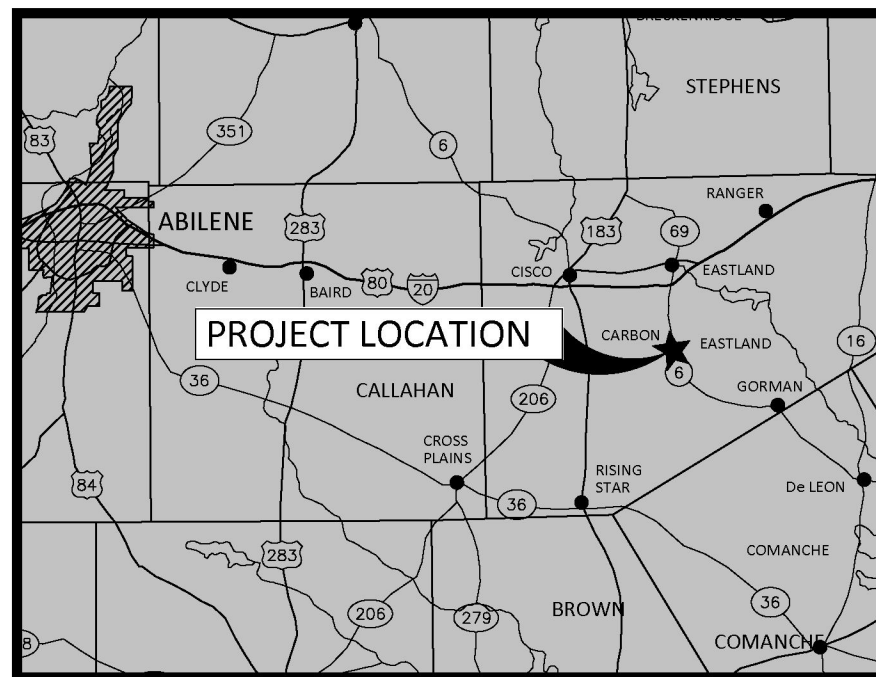
# PLANS FOR CITY OF CARBON, TEXAS

## <sup>Δ</sup> CID 01 WATER SYSTEM IMPROVEMENTS

FUNDED BY: TEXAS WATER DEVELOPMENT BOARD, DWSRF PROJECT NO. 62866

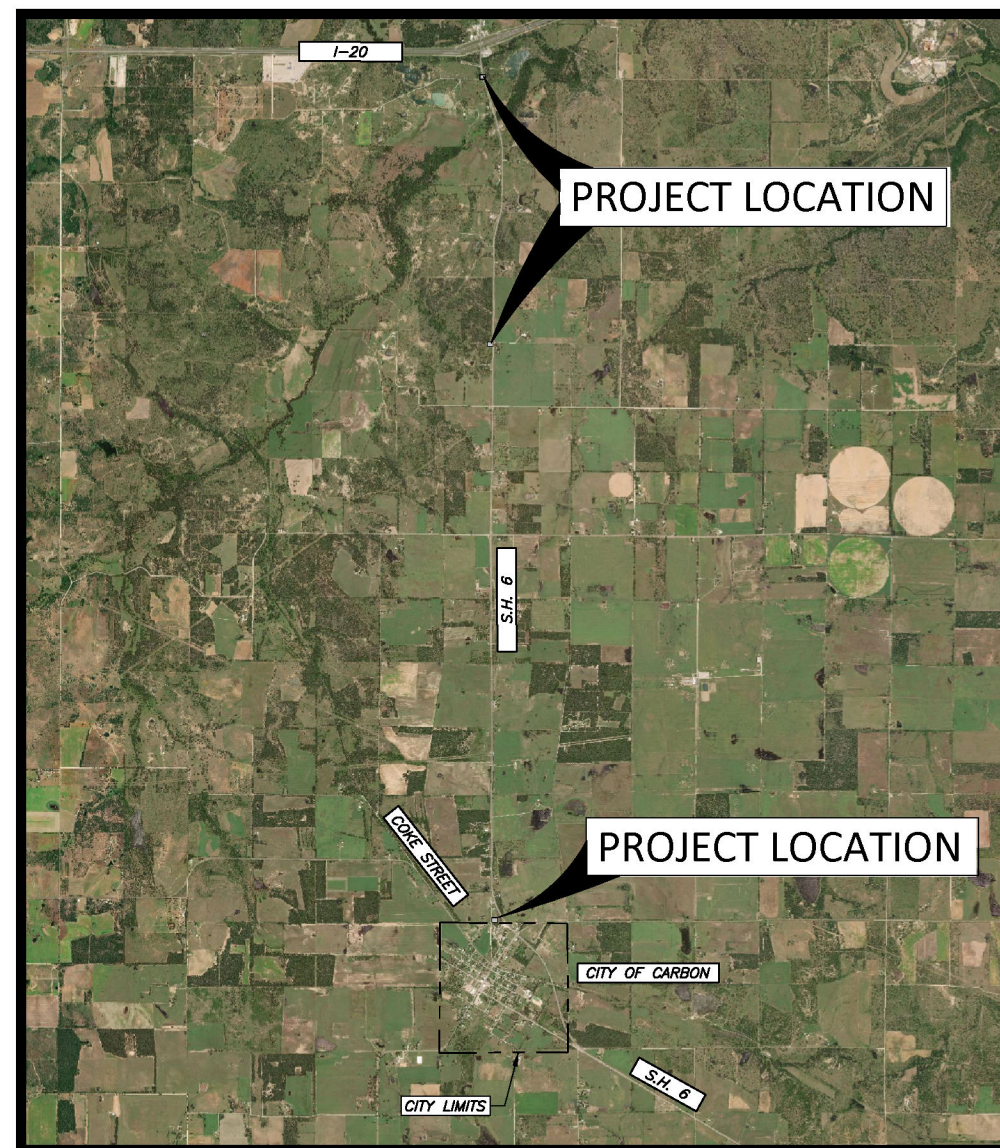
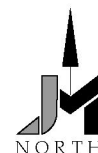
JANUARY 2023

REVISIONS:	
DESCRIPTION	DATE
<sup>Δ</sup> TWDB COMMENTS	03/21/2023



VICINITY MAP

NTS



PROJECT LOCATION MAP

SCALE: 1"=4,000'



SHEET LIST	
SHEET NO.	SHEET DESCRIPTION
01	COVER SHEET
02	CONSTRUCTION NOTES
03	PUMP STATION 2 SITE PLAN
04	PUMP STATION 2 FLOOR PLAN
05	STANDPIPE DETAILS
06	STANDPIPE DETAILS 2
07	CHEMICAL FEED DETAILS
08	PUMP STATION 1 SITE PLAN
09	MASTER METER SITE PLAN
10	WATER LINE DETAILS

### COUNCIL MEMBERS

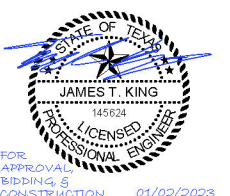
COREY HULL .....	MAYOR
JESSICA TAYLOR	LINDSEY MCGAHA
MICHAEL WILLIAMS	TYLER JUSTICE
SYLVIA GOSNELL .....	CITY SECRETARY
CHAD GOSNELL .....	WATER WORKS SUPERINTENDENT



3465 CURRY LANE  
ABILENE, TX 79606  
325-695-1070

1508 SANTA FE DR, STE 204  
WEATHERFORD, TX 76086  
817-594-9880

4920 S. LOOP 289, STE 104  
LUBBOCK, TX 79414  
806-368-6375





PRINTED BY: BRENDON DAY  
X:\C\CARBON\18323 -- TW0B WATER SYSTEM IMPROVEMENTS\DRAWING\STANDPIPE\PLANS\C\_CIVIL\02 CONSTRUCTION NOTES.DWG  
PLOTTED ON: 3/22/2023 4:08 PM

GENERAL CONSTRUCTION NOTES:

- COORDINATE WORK AND ACTIVITIES WITH OTHER CONTRACTORS WORKING ON SITE AS APPLICABLE. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING REQUIRED SECURITY TO PROTECT HIS OWN PROPERTY, EQUIPMENT, AND WORK IN PROGRESS.
- TRENCH SAFETY SYSTEM SHALL MEET, AS A MINIMUM, THE REQUIREMENTS OF OSHA SAFETY AND HEALTH REGULATIONS PART 1920, SUBPART P; THE OWNER'S SAFETY REQUIREMENTS, AND DIVISION 31 SECTION 310401 "TRENCH EXCAVATION SAFETY PROTECTION SYSTEM"
- AT LEAST 3 DAYS BEFORE COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR SHALL FILE A NOTICE OF INTENT (NOI) WITH TCEQ. THE NOTICE SHALL BE SENT TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, STORM WATER & GENERAL PERMITS TEAM, MC-228, P.O. BOX 13087, AUSTIN, TEXAS 78711-3087. THE NOI FORM AND CONTRACTOR SHALL PREPARE A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AND OBTAIN AND FULLY COMPLY WITH THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) PERMIT TXR 150000. QUESTIONS CONCERN THE NOI AND PERMIT REQUIREMENTS MAY BE ADDRESSED TO TCEQ AT 512-239-4524.
- PAINT ALL NEW ABOVE GRADE EXTERIOR CONCRETE SURFACES PER SPECIFICATION DIVISION 9 "FINISHES" INCLUDING, BUT NOT LIMITED TO CONCRETE WALLS, STRUCTURAL SUPPORTS, METER VAULTS, MANHOLES, ETC. PAINT ALL NEW EXTERIOR CONCRETE SURFACES ABOVE GRADE. PAINT NEW EQUIPMENT, PIPING, FITTINGS, VALVES, AND SUPPORTS EXCEPT STAINLESS STEEL, ALUMINUM, AND FIBERGLASS IN ACCORDANCE WITH SPECIFICATIONS DIVISION 9. COLORS SHALL BE SELECTED BY THE OWNER.
- PROTECT EXISTING STRUCTURES, PIPING, AND EQUIPMENT. CONTRACTOR SHALL REPLACE OR REPAIR ITEMS DAMAGED DURING CONSTRUCTION OR DEMOLITION AT NO ADDITIONAL COST TO THE OWNER. TOUCH-UP ITEMS THAT ARE AFFECTED DURING CONSTRUCTION.
- ALL ANCHOR BOLTS AND ALL HARDWARE SHALL BE TYPE 316 STAINLESS STEEL UNLESS OTHERWISE NOTED.
- REFER TO STANDARD DETAILS AND SPECIFICATIONS FOR PIPE SUPPORTS, WEIR PLATES, WALL OR FLOOR PIPE PENETRATIONS, RESTRAINT REQUIREMENTS AND EQUIPMENT PAD DETAIL.
- TAG ALL NEW EQUIPMENT, INSTRUMENTS, STARTERS, MCC PANELS, AND CONTROL PANELS PER SPECIFICATIONS.
- EQUIPMENT INSTALLATION:
  - PROVIDE EQUIPMENT PADS FOR ALL EQUIPMENT AND ELECTRICAL EQUIPMENT AS SHOWN ON THE DRAWINGS. ALL EQUIPMENT PADS HAVE NOT BEEN DESIGNATED ON THE DRAWINGS.
  - STORE AND PROTECT EQUIPMENT IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
  - EQUIPMENT WILL BE INSTALLED AS SHOWN AS THE DRAWINGS AND IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS. PROVIDE AT THE SITE ONE COPY OF THE MANUFACTURER'S INSTRUCTIONS.
- ALL BURIED VALVES SHALL HAVE A VALVE BOX OR BURIED OPERATOR PER THE STANDARD DETAILS.
- CONTRACTOR SHALL INSULATE ALL WATER CONTAINING OR FREEZABLE PIPING THAT ARE 8 INCH IN DIAMETER AND SMALLER PER SPECIFICATIONS.
- PROVIDE A ½" THICK EXPANSION JOINT MATERIAL AROUND ALL PIPE PENETRATIONS THROUGH CONCRETE.
- REFERENCE ELECTRICAL PLANS FOR LOCATION OF ELECTRICAL CONDUIT, DUCT BANKS, RACEWAYS, LIGHT POLES AND MANHOLES.
- CONTRACTOR SHALL COORDINATE ELECTRICAL, INSTRUMENTATION, AND PIPING.
- NO FIREARMS SHALL BE PERMITTED ON THE PROJECT SITE.
- NO FIRES WILL BE ALLOWED UNLESS WRITTEN PERMISSION FROM THE OWNER AND FIRE MARSHALL ARE OBTAINED. DIRT AND ROCK SHALL BE SEPARATED FROM BRUSH.
- THE CONTRACTOR SHALL CONTROL EROSION AND SEDIMENTATION PER THE APPLICABLE PERMITS, LAWS, AND REGULATIONS.
- THE CONTRACTOR SHALL REPAIR IMMEDIATELY OR HAVE REPAIRED AT HIS COST ALL DAMAGED UTILITIES. REPAIRS SHALL BE MADE WITH SIMILAR OR BETTER MATERIALS.
- NO CHANGE IN THE WORK PERFORMED REQUIRING MONETARY CHANGES SHALL BE AUTHORIZED WITHOUT WRITTEN APPROVAL BY THE ENGINEER.
- ALL MATERIALS TEST SHALL BE PROVIDED BY THE OWNER.

YARD PIPING NOTES:

- LOCATIONS AND ELEVATIONS SHOWN FOR EXISTING UNDERGROUND PIPING, UTILITIES AND OTHER UNDERGROUND STRUCTURES AND APPURTENANCES ARE BASED ON ORIGINAL CONSTRUCTION PLANS. THE OWNER AND ENGINEER DO NOT ASSUME RESPONSIBILITY FOR FAILURE TO SHOW ANY OR ALL OF THESE UNDERGROUND FACILITIES OR TO SHOW THEM IN THE EXACT LOCATION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE ACTUAL LOCATIONS OF ALL EXISTING STRUCTURES AND UNDERGROUND UTILITIES THAT COULD AFFECT WORK PRIOR TO CONSTRUCTION, AND TO CONTACT OWNER'S REPRESENTATIVE IF GRADE MODIFICATIONS ARE NECESSARY AT THESE LOCATIONS.
- PLANS SHOW ELEVATIONS AT SELECTED POINTS ON THE YARD PIPING. CONTRACTOR SHALL MAKE EVERY ATTEMPT TO MAINTAIN A CONSTANT SLOPE BETWEEN THE ELEVATION POINTS SHOWN. REVERSE SLOPES BETWEEN POINTS WILL NOT BE ALLOWED WITHOUT OBTAINING WRITTEN APPROVAL FROM THE ENGINEER.
- CONTRACTOR SHALL PROVIDE ALL FITTINGS AND APPURTENANCES NECESSARY TO MAKE ALL CONNECTIONS AS SHOWN ON THESE PLANS.
- SUPPORT AND PROTECT EXISTING LINES AS NECESSARY DURING CONSTRUCTION TO MAINTAIN SERVICE AT ALL TIMES. PROTECT EXISTING STRUCTURES, PIPING, AND EQUIPMENT, WHICH ARE TO REMAIN. REPLACE ITEMS DAMAGED BY CONSTRUCTION OR DEMOLITION AT NO ADDITIONAL COST TO THE OWNER.
- PROVIDE MINIMUM 3 FEET OF COVER ON ALL YARD PIPING UNLESS OTHERWISE SHOWN.
- MECHANICAL THRUST AND CONCRETE BLOCKING RESTRAINTS ARE REQUIRED AT ALL VALVES AND FITTINGS INCLUDING BENDS, TEES, WYES, REDUCERS AND ENDS EXCEPT FOR PIPE 2" AND SMALLER.
- ALL PIPES LOCATED UNDER STRUCTURES SHALL BE DUCTILE IRON AND SHALL BE CONCRETE ENCASED BENEATH THE STRUCTURE TO A DISTANCE OF MIN. 5 FEET BEYOND THE FOOTING OF THE STRUCTURE AND TO THE MIDPOINT OF PIPE BETWEEN FIRST AND SECOND PIPE JOINT BEYOND EDGE OF STRUCTURE UNLESS OTHERWISE SHOWN. CONCRETE ENCASEMENT FOR PIPES UNDER STRUCTURES DOES NOT TAKE THE PLACE OF PIPE RESTRAINT. MECHANICAL RESTRAINTS ARE REQUIRED PER THE DRAWINGS AND SPECIFICATIONS.
- PIPELINE STATIONING IS ALONG THE CENTERLINE OF PIPES.
- PROVIDE CONCRETE ENCASEMENT EMBEDMENT AT ALL CONNECTIONS TO STRUCTURES. EXTEND TO MIDPOINT BETWEEN FIRST AND SECOND PIPE JOINT BEYOND EDGE OF STRUCTURE UNTIL A STANDARD TRENCH CONDITION IS REACHED.
- THE CONTRACTOR SHALL FULLY COMPLY WITH ALL TCEQ REGULATIONS PERTAINING TO SEPARATION DISTANCES AS DESCRIBED IN TCEQ DESIGN CRITERIA FOR WATER DISTRIBUTION LINES, 30 TAC 290 SUBCHAPTER D 290.44(e)

EXCAVATION AND BACKFILL NOTES:

- IF REQUIRED, INSTALL DEWATERING SYSTEM TO LOWER THE WATER TABLE DURING CONSTRUCTION OF UNDERGROUND STRUCTURES, MAINTAIN THE SATURATION LINE AT LEAST 2 FEET BELOW THE LOWEST ELEVATION WHERE CONCRETE IS TO BE PLACED.
- PLACE BACKFILL AS PROMPTLY AS PRACTICABLE AFTER COMPLETION OF EACH STRUCTURE. DO NOT PLACE BACKFILL AGAINST CONCRETE WALLS OR SIMILAR STRUCTURES UNTIL CONCRETE HAS BEEN CURED AT LEAST 7 DAYS. WHERE TOP OF WALLS ARE SUPPORTED BY SLABS OR INTERMEDIATE WALLS, DO NOT BEGIN BACKFILL OPERATIONS UNTIL THE SLAB OR INTERMEDIATE WALLS HAVE BEEN PLACED AND THE CONCRETE CURED FOR A MINIMUM 7 DAYS.
- EXCESSIVE EXCAVATION UNDER FOUNDATIONS SHALL BE FILLED, IN ACCORDANCE WITH SPECIFICATIONS
- PROVIDE SHEETING, SHORING, AND BRACING AS REQUIRED TO PROPERLY AND SAFELY COMPLETE THE WORK.
- BACKFILL AGAINST STRUCTURES SHALL BE EITHER REGULAR MATERIAL OR SELECT MATERIAL AS SHOWN ON THE DRAWINGS AND PLACED IN LAYERS AS DESCRIBED IN THE SPECIFICATIONS AND/OR INDICATED ON THE DRAWINGS.
- BACKFILL AND/OR FILL PLACED IN AREAS WITH STRUCTURES, PIPES, CONDUITS, OR OTHER ITEMS ABOVE IT OR WITHIN 2'-0" SHALL BE SELECT MATERIAL OR CEMENT STABILIZED SAND AS SHOWN ON THE DRAWINGS, PLACED ACCORDING TO SPECIFICATIONS.
- EXCAVATED REGULAR MATERIALS MAY BE PLACED IN THE AREAS REQUIRING FILL THAT ARE NOT UNDER A STRUCTURE. TRASH AND WASTE MATERIALS SHALL BE DISPOSED OF OFFSITE IN ACCORDANCE WITH THE SPECIFICATIONS.
- MATERIALS TESTING SHALL BE PROVIDED BY THE OWNER.

SURVEY NOTES:

- INFORMATION PROVIDED ON THESE PLANS MAY OR MAY NOT SHOW ALL CURRENTLY EXISTING STRUCTURES AND UTILITIES ABOVE OR BELOW THE GROUND. THE SURVEY INFORMATION DOES NOT INCLUDE THE LOCATION OF ALL EXISTING TREES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE ENTIRE PROJECT SITE PRIOR TO SUBMITTING A BID.
- CONTRACTOR SHALL MARK ALL UTILITIES FOUND DURING CONSTRUCTION ON AS-BUILT DRAWINGS. NOTES SHALL INCLUDE TYPE, SIZE, LOCATION AND ELEVATIONS. DRAWINGS SHALL DIFFERENTIATE BETWEEN NEW AND EXISTING UTILITIES.
- BENCHMARKS ARE AS SHOWN ON PLANS.
- CONSTRUCTION STAKING SHALL BE PROVIDED BY THE OWNER.

AMERICAN IRON AND STEEL (AIS) REQUIREMENTS

THIS PROJECT IS SUBJECT TO THE AMERICAN IRON AND STEEL (AIS) REQUIREMENTS OF FEDERAL LAW, INCLUDING FEDERAL APPROPRIATIONS ACTS AND SECTION 1452 (a) (4) OF THE SAFE DRINKING WATER ACT (42 USC 300j-12(a)(4)), AS APPLICABLE. ALL IRON AND STEEL PRODUCTS FOR CONSTRUCTION, ALTERATION, MAINTENANCE, OR REPAIRS INCORPORATED IN THESE PLANS MUST BE PRODUCED IN THE UNITED STATES.

ENVIRONMENTAL REQUIREMENTS

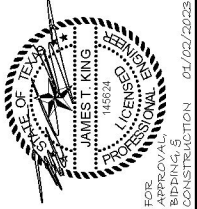
- STANDARD EMERGENCY CONDITION FOR THE DISCOVERY OF CULTURAL RESOURCES
- STANDARD EMERGENCY CONDITION FOR THE DISCOVERY OF THREATENED AND ENDANGERED SPECIES

TCEQ CHLORAMINE DISINFECTION SYSTEM GENERAL CONSTRUCTION NOTES

- PURSUANT TO 30 TAC 290.42(E)(7), CHLORAMINE DISINFECTION SHALL BE PERFORMED IN A MANNER WHICH ASSURES THAT THE PROPER CHLORINE TO AMMONIA (AS NITROGEN) RATIO IS ACHIEVED IN ORDER TO MAINTAIN A MONOCHLORAMINE RESIDUAL AND LIMIT NITRIFICATION.
- PURSUANT TO 30 TAC 290.42(E)(7)(B) MIXING SHALL BE PROVIDED TO DISPERSE CHEMICALS.
- WHEN CHLORINE IS INJECTED UPSTREAM OF ANY OTHER DISINFECTANT, THE AMMONIA INJECTION POINT MUST BE DOWNSTREAM OF THE CHLORINE INJECTION POINT.
- SAMPLING TAPS MUST BE PROVIDED AT LOCATIONS THAT ALLOW FOR CHLORINE AND AMMONIA TO BE ADDED TO THE WATER TO FORM MONOCHLORAMINE AS THE PRIMARY CHLORAMINE SPECIES. THESE LOCATIONS MUST BE LISTED IN THE SYSTEM'S MONITORING PLAN AS DESCRIBED IN 30 TAC §290.121 (RELATING TO MONITORING PLANS). SAMPLE TAPS MUST BE PROVIDED AS DESCRIBED IN 30 TAC 290.42(E)(7)(C)(I-III):
  - UPSTREAM OF THE CHLORINE OR AMMONIA CHEMICAL INJECTION POINT, WHICHEVER IS FURTHEST UPSTREAM;
  - BETWEEN THE ADDITION OF THE CHLORAMINE CHEMICALS AT CHLORAMINATION FACILITIES SUBMITTED FOR PLAN REVIEW AFTER DECEMBER 31, 2015; FOR THESE FACILITIES, AN INSTALLATION WITHOUT THIS SAMPLE TAP MAY BE APPROVED IF AN ACCEPTABLE TECHNICAL REASON IS DESCRIBED IN THE PLAN REVIEW DOCUMENTS. TECHNICAL REASONS, SUCH AS DISINFECTION BYPRODUCT CONTROL, MUST BE SUPPORTED BY BENCH SCALE SAMPLING RESULTS. OTHER TECHNICAL REASONS, SUCH AS MEMBRANE INTEGRITY, MUST BE SUPPORTED BY DOCUMENTATION; AND III. AT A POINT AFTER MIXING TO BE ABLE TO MEASURE FULLY-FORMED MONOCHLORAMINE LEVELS.
- WHERE ANHYDROUS AMMONIA FEED EQUIPMENT IS UTILIZED, IT MUST BE HOUSED IN A SEPARATE ENCLOSURE EQUIPPED WITH BOTH HIGH AND LOW LEVEL VENTILATION TO THE OUTSIDE ATMOSPHERE. THE ENCLOSURE MUST BE PROVIDED WITH FORCED AIR VENTILATION WHICH INCLUDES: SCREENED AND LOUVERED FLOOR LEVEL AND HIGH LEVEL VENTS; A FAN WHICH IS LOCATED AT AND DRAWS AIR IN THROUGH THE FLOOR VENT AND DISCHARGES THROUGH THE TOP VENT; AND A FAN SWITCH LOCATED OUTSIDE THE ENCLOSURE. ALTERNATELY, SYSTEMS MAY INSTALL NEGATIVE PRESSURE VENTILATION AS LONG AS THE FACILITIES ALSO HAVE GAS CONTAINMENT AND TREATMENT AS PRESCRIBED BY THE CURRENT IFC. 290.42(E)(6).
- 290.42(F)(1)(E) BULK STORAGE FACILITIES AND DAY TANKS MUST BE DESIGNED TO MINIMIZE THE POSSIBILITY OF LEAKS AND SPILLS. (I) THE MATERIALS USED TO CONSTRUCT BULK STORAGE AND DAY TANKS MUST BE COMPATIBLE WITH THE CHEMICALS BEING STORED AND RESISTANT TO CORROSION. (II) EXCEPT AS PROVIDED IN THIS CLAUSE, ADEQUATE CONTAINMENT FACILITIES SHALL BE PROVIDED FOR ALL LIQUID CHEMICAL STORAGE TANKS. TEXAS COMMISSION ON ENVIRONMENTAL QUALITY PAGE 198 CHAPTER 290 – PUBLIC DRINKING WATER RULE PROJECT NO. 2013-046-290-OW
  - CONTAINMENT FACILITIES FOR A SINGLE CONTAINER OR FOR MULTIPLE INTERCONNECTED CONTAINERS MUST BE LARGE ENOUGH TO HOLD THE MAXIMUM AMOUNT OF CHEMICAL THAT CAN BE STORED WITH A MINIMUM FREEBOARD OF SIX VERTICAL INCHES OR TO HOLD 110% OF THE TOTAL VOLUME OF THE CONTAINER(S), WHICHEVER IS LESS.
  - COMMON CONTAINMENT FOR MULTIPLE CONTAINERS THAT ARE NOT INTERCONNECTED MUST BE LARGE ENOUGH TO HOLD THE VOLUME OF THE LARGEST CONTAINER WITH A MINIMUM FREEBOARD OF SIX VERTICAL INCHES OR TO HOLD 110% OF THE TOTAL VOLUME OF THE CONTAINER(S), WHICHEVER IS LESS.
  - NO CONTAINMENT FACILITIES ARE REQUIRED FOR HYPOCHLORITE SOLUTION CONTAINERS THAT HAVE A CAPACITY OF 55 GALLONS OR LESS.
- WHEN CHLORINE GAS IS USED, A FULL-FACE SELF-CONTAINED BREATHING APPARATUS OR SUPPLIED AIR RESPIRATOR THAT MEETS OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) STANDARDS FOR CONSTRUCTION AND OPERATION, AND A SMALL BOTTLE OF FRESH AMMONIA SOLUTION (OR APPROVED EQUAL) FOR TESTING FOR CHLORINE LEAKAGE SHALL BE READILY ACCESSIBLE OUTSIDE THE CHLORINATOR ROOM AND IMMEDIATELY AVAILABLE TO THE OPERATOR IN THE EVENT OF AN EMERGENCY. 290.42(E)(4)(A).
- WHEN USING CHLORAMINES, THE PUBLIC WATER SYSTEMS SHALL PROVIDE EQUIPMENT FOR MAKING AT LEAST THE FOLLOWING DETERMINATIONS FOR PURPOSES OF COMPLYING WITH THE REQUIREMENTS IN §290.110 OF THIS TITLE:
  - FREE AMMONIA (AS NITROGEN);
  - MONOCHLORAMINE;
  - TOTAL CHLORINE;
  - FREE CHLORINE; AND TEXAS COMMISSION ON ENVIRONMENTAL QUALITY PAGE 196 CHAPTER 290 – PUBLIC DRINKING WATER RULE PROJECT NO. 2013-046-290-OW
  - NITRITE AND NITRATE (BOTH AS NITROGEN). THE PUBLIC WATER SYSTEMS MUST EITHER OBTAIN EQUIPMENT FOR MEASURING NITRITE AND NITRATE OR IDENTIFY AN ACCREDITED LABORATORY THAT CAN PERFORM NITRITE AND NITRATE ANALYSIS AND CAN PROVIDE RESULTS TO THE PUBLIC WATER SYSTEMS WITHIN 48 HOURS OF SAMPLE DELIVERY.

TCEQ WATER STORAGE TANK GENERAL CONSTRUCTION NOTES

- THE WATER STORAGE TANK MUST BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS 30 TEXAS ADMINISTRATIVE CODE (TAC) CHAPTER 290 SUBCHAPTER D. WHEN CONFLICTS ARE NOTED WITH LOCAL STANDARDS, THE MORE STRINGENT REQUIREMENT SHALL BE APPLIED. AT A MINIMUM, CONSTRUCTION FOR PUBLIC WATER SYSTEMS MUST ALWAYS MEET TCEQ'S "RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS."
- ALL FACILITIES FOR POTABLE WATER STORAGE SHALL BE COVERED AND DESIGNED, FABRICATED, ERECTED, TESTED AND DISINFECTED IN STRICT ACCORDANCE WITH CURRENT AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS AND SHALL BE PROVIDED WITH THE MINIMUM NUMBER, SIZE AND TYPE OF ROOF VENTS, MAN WAYS, DRAINS, SAMPLE CONNECTIONS, ACCESS LADDERS, OVERFLOWS, LIQUID LEVEL INDICATORS ON-SITE, AND OTHER APPURTENANCES AS SPECIFIED IN THESE RULES.
- DISINFECTION OF WATER STORAGE FACILITIES SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C652-11 OR MOST RECENT.
- DECHLORINATION OF DISINFECTING WATER SHALL BE IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD C655-09 OR MOST RECENT.
- BOLTED TANKS SHALL BE DESIGNED, FABRICATED, ERECTED AND TESTED IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD D103. WELDED TANKS SHALL BE DESIGNED, FABRICATED, ERECTED AND TESTED IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARD D100. THE ROOF OF ALL METAL TANKS SHALL BE DESIGNED AND ERECTED SO THAT NO WATER PONDS AT ANY POINT ON THE ROOF AND, IN ADDITION, NO AREA OF THE ROOF SHALL HAVE A SLOPE OF LESS THAN 0.75 INCH PER FOOT. CONCRETE TANK ROOFS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH THEIR RESPECTIVE AWWA STANDARD.
- ROOF VENTS SHALL BE INSTALLED IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARDS AND SHALL BE EQUIPPED WITH APPROVED SCREENS TO PREVENT ENTRY OF ANIMALS, BIRDS, INSECTS AND HEAVY AIR CONTAMINANTS. SCREENS SHALL BE FABRICATED OF CORROSION RESISTANT MATERIAL AND SHALL BE 16 MESH OR FINER. SCREENS SHALL BE SECURELY CLAMPED IN PLACE WITH STAINLESS OR GALVANIZED BANDS OR WIRES AND SHALL BE DESIGNED TO WITHSTAND WINDS OF NOT LESS THAN TANK DESIGN CRITERIA (UNLESS SPECIFIED OTHERWISE BY THE ENGINEER).
- ALL ROOF OPENINGS SHALL BE DESIGNED IN ACCORDANCE WITH CURRENT AWWA STANDARDS. IF AN ALTERNATE 30 INCH DIAMETER ACCESS OPENING IS NOT PROVIDED IN A STORAGE TANK, THE PRIMARY ROOF ACCESS OPENING SHALL NOT BE LESS THAN 30 INCHES IN DIAMETER. OTHER ROOF OPENINGS REQUIRED ONLY FOR VENTILATING PURPOSES DURING CLEANING, REPAIRING OR PAINTING OPERATIONS SHALL BE NOT LESS THAN 24 INCHES IN DIAMETER OR AS SPECIFIED BY THE LICENSED PROFESSIONAL ENGINEER. AN EXISTING TANK WITHOUT A 30-INCH IN DIAMETER ACCESS OPENING MUST BE MODIFIED TO MEET THIS REQUIREMENT WHEN MAJOR REPAIR OR MAINTENANCE IS PERFORMED ON THE TANK. EACH ACCESS OPENING SHALL HAVE A RAISED CURBING AT LEAST FOUR INCHES IN HEIGHT WITH A LOCKABLE COVER THAT OVERLAPS THE CURBING AT LEAST TWO INCHES IN A DOWNWARD DIRECTION. WHERE NECESSARY, A GASKET SHALL BE USED TO MAKE A POSITIVE SEAL WHEN THE HATCH IS CLOSED. ALL HATCHES SHALL REMAIN LOCKED EXCEPT DURING INSPECTIONS AND MAINTENANCE.
- OVERFLOWS SHALL BE DESIGNED IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARDS AND SHALL TERMINATE WITH A GRAVITY-HINGED AND WEIGHTED COVER, AN ELASTOMERIC DUCKBILL VALVE, OR OTHER APPROVED DEVICE TO PREVENT THE ENTRANCE OF INSECTS AND OTHER NUISANCES. THE COVER SHALL FIT TIGHTLY WITH NO GAP OVER 1/16 INCHES. IF THE OVERFLOW TERMINATES AT ANY POINT OTHER THAN THE GROUND LEVEL, IT SHALL BE LOCATED NEAR ENOUGH AND AT A POSITION ACCESSIBLE FROM A LADDER OR THE BALCONY FOR INSPECTION PURPOSES. THE OVERFLOW(S) SHALL BE SIZED TO HANDLE THE MAXIMUM POSSIBLE FILL RATE WITHOUT EXCEEDING THE CAPACITY OF THE OVERFLOW(S). THE DISCHARGE OPENING OF THE OVERFLOW(S) SHALL BE ABOVE THE SURFACE OF THE GROUND AND SHALL NOT BE SUBJECT TO SUBMERGENCE.
- INLET AND OUTLET CONNECTIONS SHALL BE LOCATED SO AS TO PREVENT SHORT CIRCUITING OR STAGNATION OF WATER. CLEARWELLS USED FOR DISINFECTANT CONTACT TIME SHALL BE APPROPRIATELY BAFFLED.
- CLEARWELLS AND POTABLE WATER STORAGE TANKS SHALL BE THOROUGHLY TIGHT AGAINST LEAKAGE, SHALL BE LOCATED ABOVE THE GROUND WATER TABLE AND SHALL HAVE NO WALLS IN COMMON WITH ANY OTHER PLANT UNITS CONTAINING WATER IN THE PROCESS OF TREATMENT. ALL ASSOCIATED APPURTENANCES INCLUDING VALVES, PIPES AND FITTINGS SHALL BE TIGHT AGAINST LEAKAGE.
- EACH CLEARWELL OR POTABLE WATER STORAGE TANK SHALL BE PROVIDED WITH A MEANS OF REMOVING ACCUMULATED SILT AND DEPOSITS AT ALL LOW POINTS IN THE BOTTOM OF THE TANK. DRAINS SHALL NOT BE CONNECTED TO ANY WASTE OR SEWAGE DISPOSAL SYSTEM AND SHALL BE CONSTRUCTED SO THAT THEY ARE NOT A POTENTIAL AGENT IN THE CONTAMINATION OF THE STORED WATER.
- ALL CLEAR WELLS, GROUND STORAGE TANKS, STANDPIPES, AND ELEVATED TANKS SHALL BE PAINTED, DISINFECTED, AND MAINTAINED IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARDS. HOWEVER, NO TEMPORARY COATINGS, WAX GREASE COATINGS, OR COATING MATERIALS CONTAINING LEAD WILL BE ALLOWED. NO OTHER COATINGS WILL BE ALLOWED WHICH ARE NOT APPROVED FOR USE (AS A CONTACT SURFACE WITH POTABLE WATER) BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA), NSF INTERNATIONAL, OR THE UNITED STATES FOOD AND DRUG ADMINISTRATION (FDA). ALL NEWLY INSTALLED COATINGS MUST CONFORM TO ANSI/NSF INTERNATIONAL STANDARD 61 AND MUST BE CERTIFIED BY AN ORGANIZATION ACCREDITED BY ANSI.
- NO TANKS OR CONTAINERS SHALL BE USED TO STORE POTABLE WATER THAT HAS PREVIOUSLY BEEN USED FOR ANY NON-POTABLE PURPOSE. WHERE A USED TANK IS PROPOSED FOR USE, A LETTER FROM THE PREVIOUS OWNER OR OWNERS MUST BE SUBMITTED TO THE COMMISSION WHICH STATES THE USE OF THE TANK.
- ACCESS MANWAYS IN THE RISER PIPE, SHELL AREA, ACCESS TUBE, BOWL AREA OR ANY OTHER LOCATION OPENING DIRECTLY INTO THE WATER COMPARTMENT SHALL BE LOCATED IN STRICT ACCORDANCE WITH CURRENT AWWA STANDARDS. THESE OPENINGS SHALL NOT BE LESS THAN 24 INCHES IN DIAMETER. HOWEVER, IN THE CASE OF A RISER PIPE OR ACCESS TUBE OF 36 INCHES IN DIAMETER OR SMALLER, THE ACCESS MANWAY MAY BE 18 INCHES TIMES 24 INCHES WITH THE VERTICAL DIMENSION NOT LESS THAN 24 INCHES. THE PRIMARY ACCESS MANWAY IN THE LOWER RING OR SECTION OF A GROUND STORAGE TANK SHALL BE NOT LESS THAN 30 INCHES IN DIAMETER. WHERE NECESSARY, FOR ANY ACCESS MANWAY WHICH ALLOWS DIRECT ACCESS TO THE WATER COMPARTMENT, A GASKET SHALL BE USED TO MAKE A POSITIVE SEAL WHEN THE ACCESS MANWAY IS CLOSED.
- SERVICE PUMP INSTALLATION TAKING SUCTION FROM STORAGE TANKS SHALL PROVIDE AUTOMATIC LOW WATER LEVEL CUTOFF DEVICES TO PREVENT DAMAGE TO THE PUMPS. THE SERVICE PUMP CIRCUITRY SHALL ALSO RESUME PUMPING AUTOMATICALLY ONCE THE MINIMUM WATER LEVEL IS REACHED IN THE TANK.
- PURSUANT TO 30 TAC §290.44(B)(1), THE MAXIMUM ALLOWABLE LEAD CONTENT OF PIPES, PIPE FITTINGS, PLUMBING FITTINGS, AND FIXTURES IS 0.25 PERCENT.

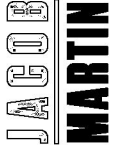


FOR THE STATE OF TEXAS  
JAMES T. KING  
49524  
PROFESSIONAL ENGINEER  
CONSTRUCTION

3465 CURRY LANE  
ABILENE, TX 79606  
325-695-1070

1508 SANTA FE DR, STE 203  
WEATHERFORD, TX 76086  
817-594-9880

FRW# F-2448



JACOBI & MARTIN

CITY OF CARBON, TEXAS


CID 01 WATER SYSTEM IMPROVEMENTS

CONSTRUCTION DRAWINGS

CONSTRUCTION NOTES

NO.	REVISION	DATE	SCALE	N/A	PROJECT # 19323	DESIGNED J.T.K.	DRAWN J.T.K.	CHECKED H.K.H.
SHEET				02				
SEQ.				02 OF 10				

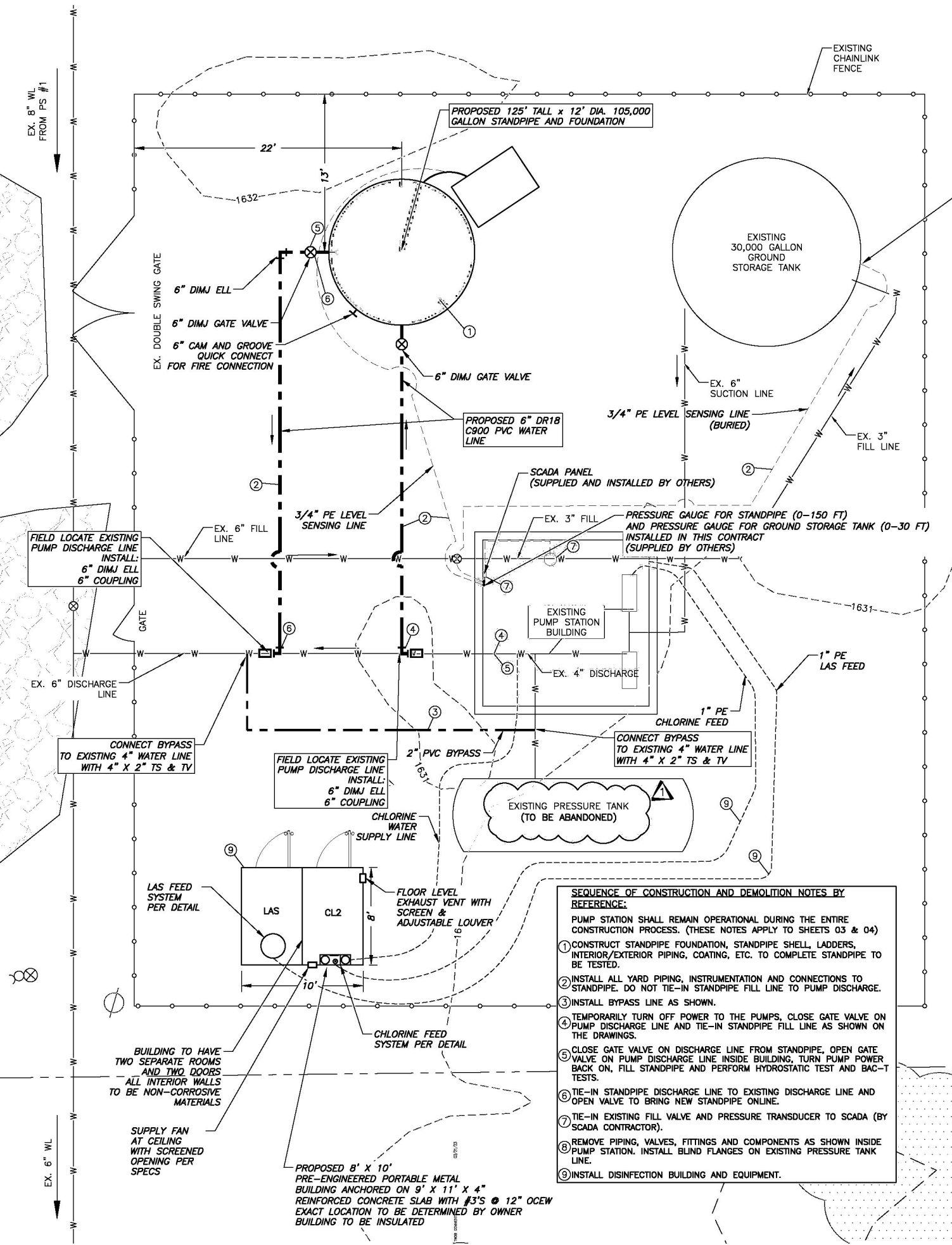
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.  
CHECK SCALE & ADJUST ACCORDINGLY.



COLLINS BLVD  
(ASPHALT PVMT. 50' ROW)

TO CARBON

TO EASTLAND



**LEGEND**

	PROPOSED WATER LINE
	PROPOSED REDUCER
	PROPOSED COUPLING
	PROPOSED VALVE
	PROPOSED TEE
	PROPOSED CROSS
	PROPOSED 90° ELL
	PROPOSED 45° BEND
	PROPOSED 22.5° BEND
	PROPOSED 11.25° BEND
	PROPOSED CAP
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	EXISTING ASPHALT SURFACE
	EXISTING GRAVEL SURFACE
	EXISTING OVERHEAD ELECTRIC
	EXISTING FENCE
	EXISTING WATER LINE
	EXISTING SEWER LINES
	EXISTING GAS LINE

**SEQUENCE OF CONSTRUCTION AND DEMOLITION NOTES BY REFERENCE:**

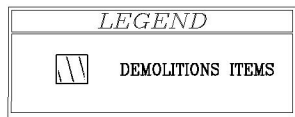
PUMP STATION SHALL REMAIN OPERATIONAL DURING THE ENTIRE CONSTRUCTION PROCESS. (THESE NOTES APPLY TO SHEETS 03 & 04)

1. CONSTRUCT STANDPIPE FOUNDATION, STANDPIPE SHELL, LADDERS, INTERIOR/EXTERIOR PIPING, COATING, ETC. TO COMPLETE STANDPIPE TO BE TESTED.
2. INSTALL ALL YARD PIPING, INSTRUMENTATION AND CONNECTIONS TO STANDPIPE. DO NOT TIE-IN STANDPIPE FILL LINE TO PUMP DISCHARGE.
3. INSTALL BYPASS LINE AS SHOWN.
4. TEMPORARILY TURN OFF POWER TO THE PUMPS, CLOSE GATE VALVE ON PUMP DISCHARGE LINE AND TIE-IN STANDPIPE FILL LINE AS SHOWN ON THE DRAWINGS.
5. CLOSE GATE VALVE ON DISCHARGE LINE FROM STANDPIPE, OPEN GATE VALVE ON PUMP DISCHARGE LINE INSIDE BUILDING, TURN PUMP POWER BACK ON, FILL STANDPIPE AND PERFORM HYDROSTATIC TEST AND BAC-T TESTS.
6. TIE-IN STANDPIPE DISCHARGE LINE TO EXISTING DISCHARGE LINE AND OPEN VALVE TO BRING NEW STANDPIPE ONLINE.
7. TIE-IN EXISTING FILL VALVE AND PRESSURE TRANSDUCER TO SCADA (BY SCADA CONTRACTOR).
8. REMOVE PIPING, VALVES, FITTINGS AND COMPONENTS AS SHOWN INSIDE PUMP STATION. INSTALL BLIND FLANGES ON EXISTING PRESSURE TANK LINE.
9. INSTALL DISINFECTION BUILDING AND EQUIPMENT.

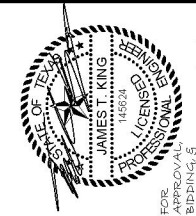
3485 CURRY LANE ABILENE, TX 79606 325-695-1070	
1508 SANTA FE DR, STE 203 WEATHERFORD, TX 76086 817-594-9880	
FIRM# F-2448	
<b>JACOBO MARTIN</b>	
CITY OF CARBON, TEXAS	
CID WATER SYSTEMS TEMPORARY IMPROVEMENTS	
CONSTRUCTION DRAWINGS	
PUMP STATION 2 SITE PLAN	
SCALE	1"=5'
DATE	03/21/23
PROJECT #	19323
DESIGNED	J.T.K.
DRAWN	J.T.K.
CHECKED	H.K.H.
SHEET 03	
SEQ. 03 OF 10	

BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING.  
CHECK SCALE & ADJUST ACCORDINGLY.





- EXISTING PUMP STATION FLOOR PLAN  
N.T.S.



3465 CURRY LANE  
ABILENE, TX 79606  
325-695-1070

1508 SANTA FE DR, STE 203  
WEATHERFORD, TX 76086  
817-594-9880

**FIRM# F-2448**



CITY OF CARBON, TEXAS

## CID WATER SYSTEM IMPROVEMENTS

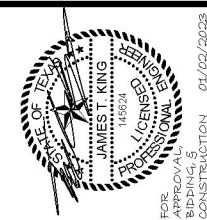
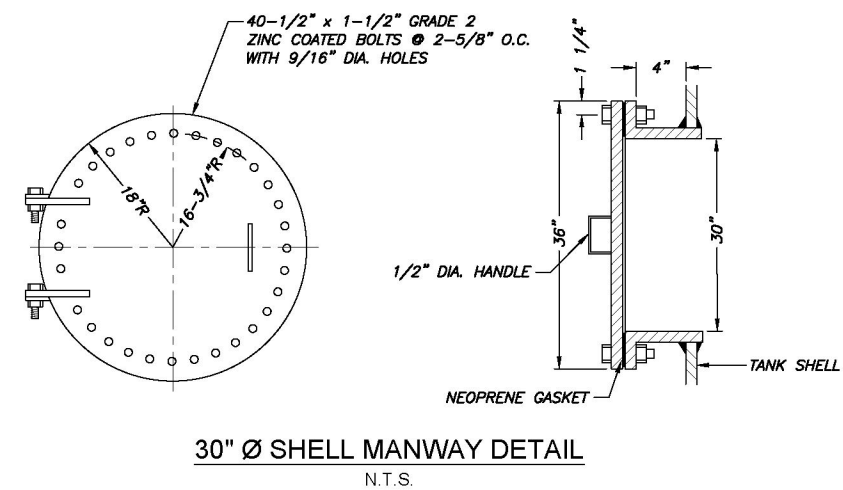
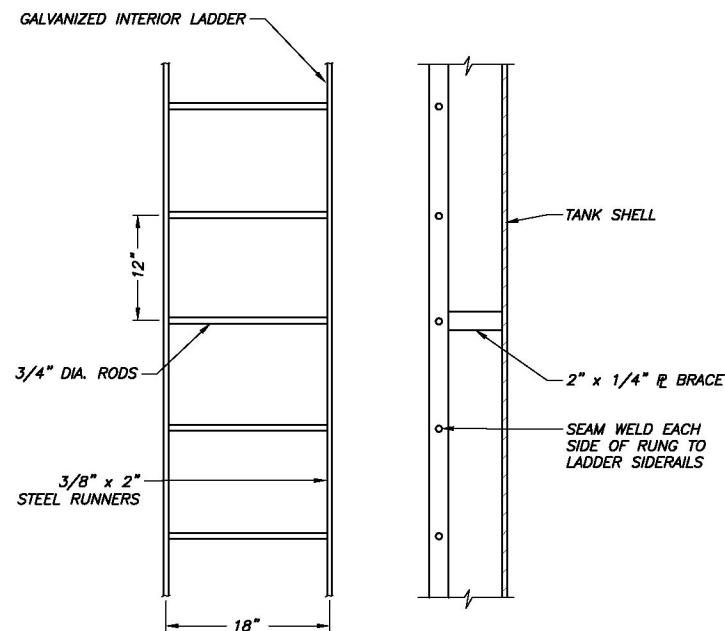
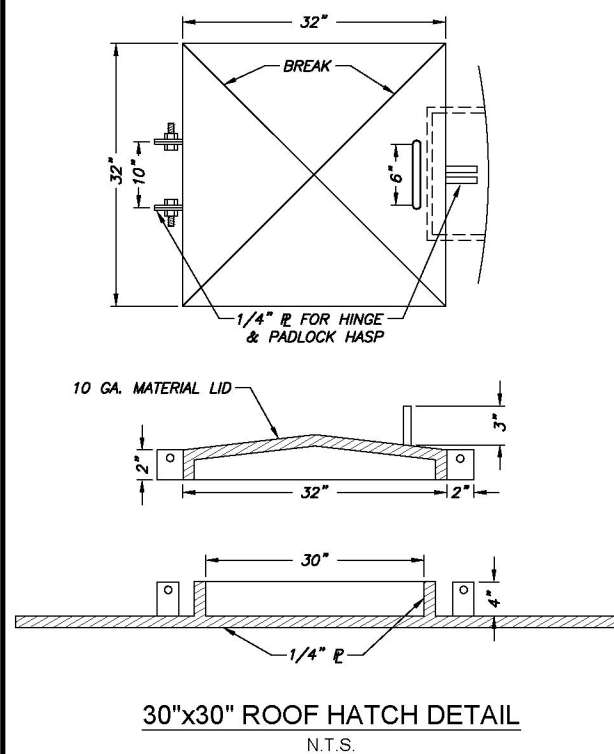
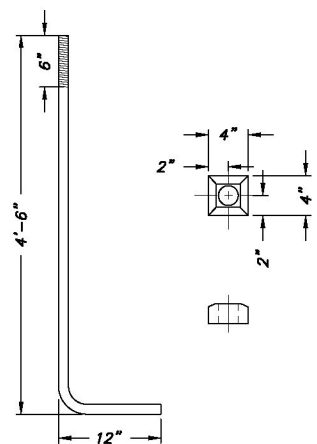
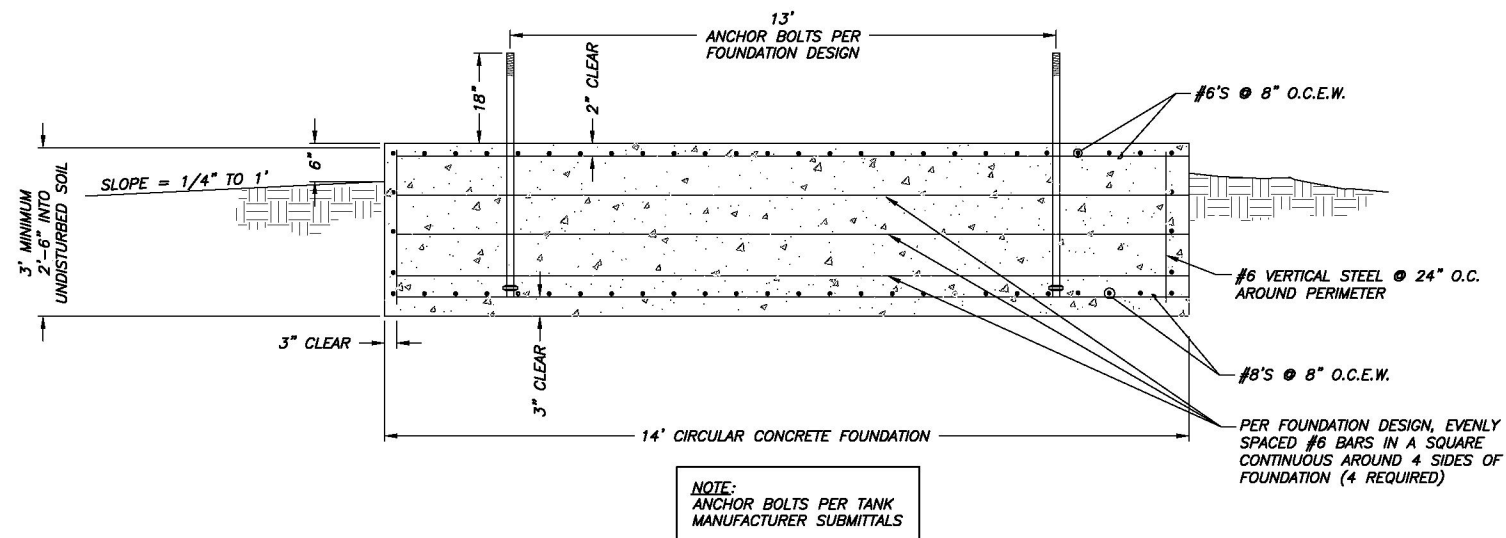
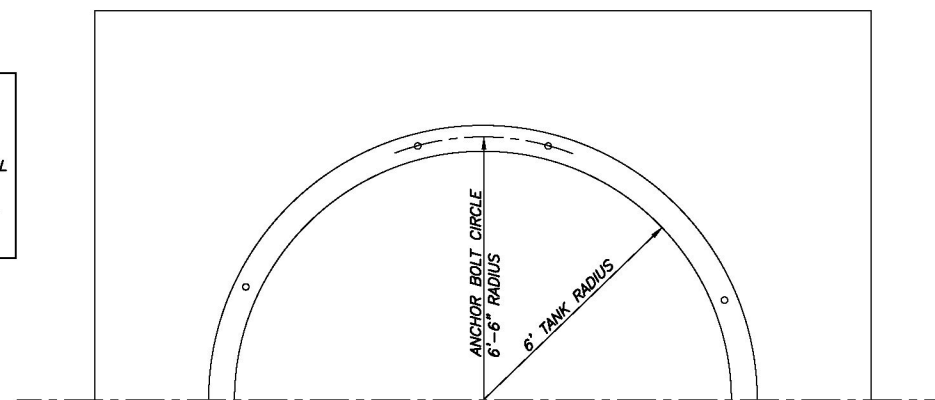
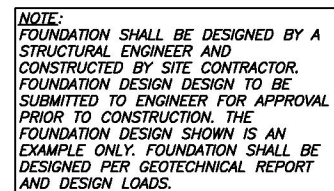
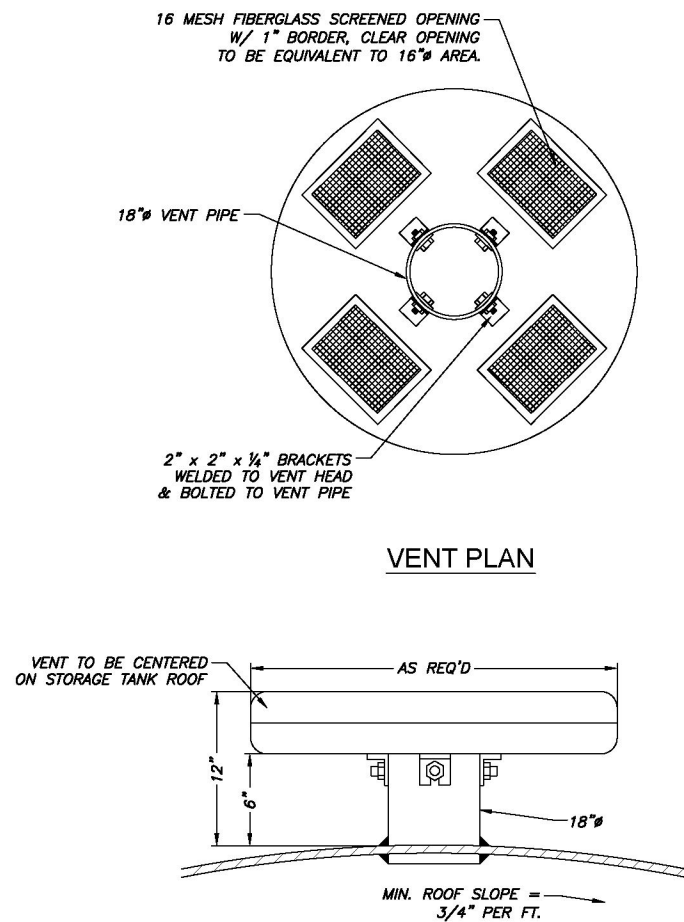
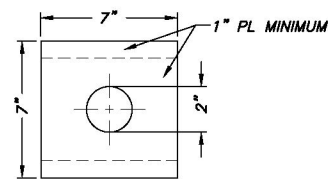
## CONSTRUCTION DRAWINGS

PUMP STATION 2 FLOOR PLAN

SHEET		04	
SEQ.		04 OF 10	
NO.	REVISION	DATE	SCALE
			N.T.S.
			PROJECT # 19323
			DESIGNED J.T.K.
			DRAWN J.T.K.
			CHECKED E.K.K.
<p>BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE &amp; ADJUST ACCORDINGLY.</p>			







3465 CURRY LANE  
ABILENE, TX 79606  
325-695-1070

1508 SANTA FE DR, STE 203  
WEATHERFORD, TX 76086  
817-594-9880

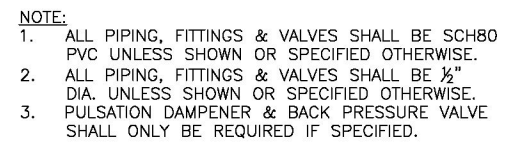
FIRM# F-2448



CITY OF CARBON, TEXAS  
CID WATER SYSTEMS IMPROVEMENTS

CONSTRUCTION DRAWINGS  
STANDPIPE DETAILS 2

SHEET		06	
NO.	REVISION	DATE	SCALE
			N.T.S.
			PROJECT # 19323
			DESIGNED J.T.K.
BAR IS ONE INCH IN LENGTH ON ORIGINAL DRAWING. CHECK SCALE & ADJUST ACCORDINGLY.			J.T.K.
			H.K.H.



TYPICAL LAS CHEMICAL FEED ASSEMBLY  
N.T.S.











Projected Financial Information may be shown by providing any of the following:

1. Completed Appendix B;
2. Documentation that includes all of the information required in Appendix B in a concise format;
3. A detailed budget or capital improvement plan, which indicates sources and uses of funds required, including improvements to the system being transferred; or
4. A recent budget and capital improvements plan that includes information needed for analysis of the operations test (16 Tex. Admin. Code § 24.11(e)(3)) for the system being transferred and any operations combined with the system. This may be provided electronically by providing a uniform resource locator (URL) or a link to a website portal.

---

**Part D: Proposed Transaction Details**

---

11. A. Proposed Purchase Price: \$ 0.00

If the transferee Applicant is an investor owned utility (IOU) provide answers to B through D.

B. Transferee has a copy of an inventory list of assets to be transferred (*attach*):

☐ No ☐ Yes ☐ N/A

Staff WSC Paid  
\$85,000 to the City of  
Carbon to take over the  
two lines.

Total Original Cost of Plant in Service: \$

Accumulated Depreciation: \$

Net Book Value: \$

C. **Customer contributions in aid of construction (CIAC):** Have the customers been billed for any surcharges approved by the Commission or TCEQ to fund any assets currently used and useful in providing utility service? Identify which assets were funded, or are being funded, by surcharges on the list of assets.

☒ No ☐ Yes

Total Customer CIAC: \$

Accumulated Amortization: \$

D. **Developer CIAC:** Did the transferor receive any developer contributions to pay for the assets proposed to be transferred in this application? If so, identify which assets were funded by developer contributions on the list of assets and provide any applicable developer agreements.

☒ No ☐ Yes

Total developer CIAC: \$

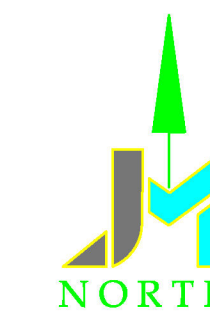
Accumulated Amortization: \$

---

12. A. Are any improvements or construction required to meet the minimum requirements of the TCEQ or Commission and to ensure continuous and adequate service to the requested area to be transferred plus any area currently certificated to the transferee Applicant? Attach supporting documentation and any necessary TCEQ approvals, if applicable.

☐ No ☒ Yes

CITY OF CARBON  
WATER SYSTEM MAP  
JANUARY 2017

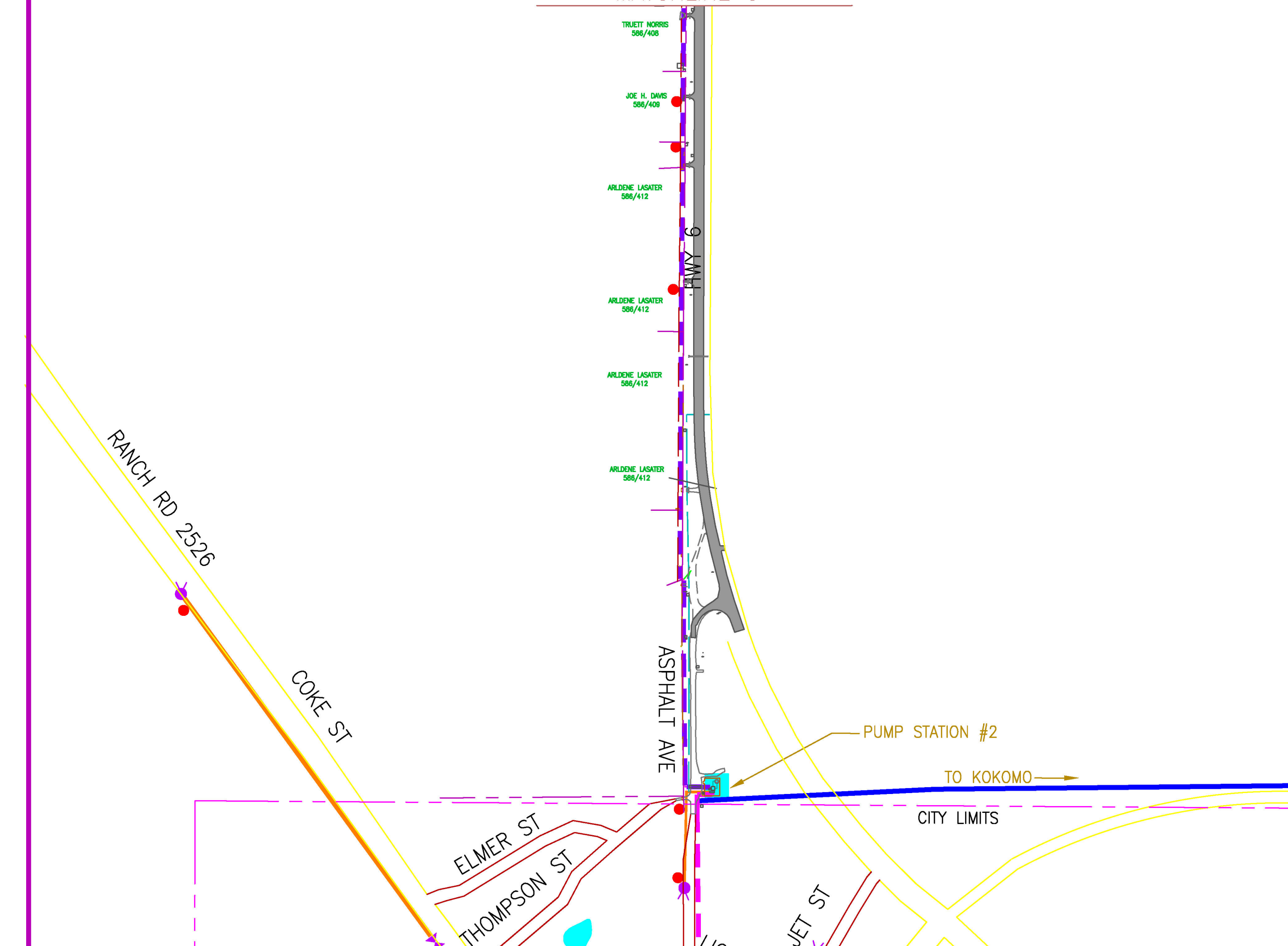


1" = 400'

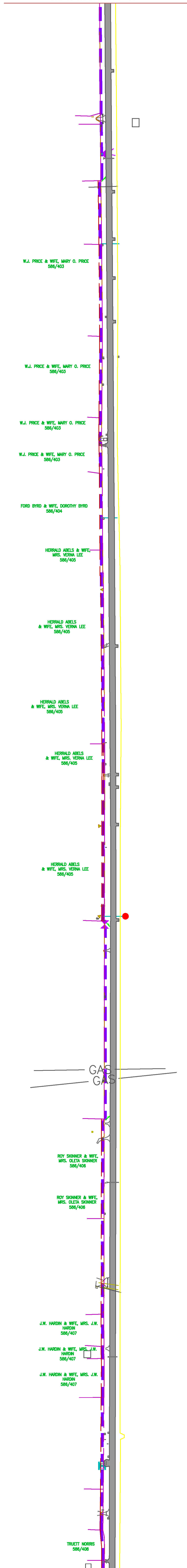
LEGEND

	EXISTING WATER LINE
	EXISTING 1-1/2" WATER LINE
	EXISTING 2" WATER LINE
	EXISTING 2-1/2" WATER LINE
	EXISTING 3" WATER LINE
	EXISTING 4" WATER LINE
	EXISTING 6" WATER LINE
	EXISTING 8" WATER LINE
	METER (SINKAGE)
	PUMP STATION
	FLUSH VALVE
	GATE VALVE
	AIR RELEASE VALVE

MATCHLINE C

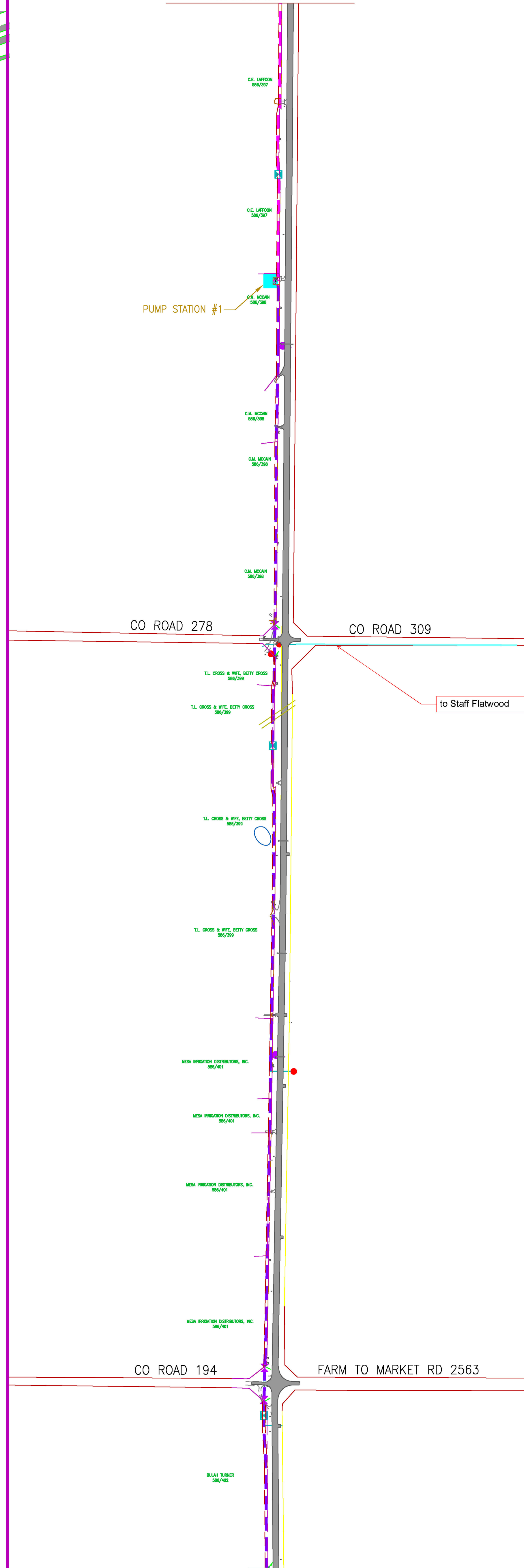


MATCHLINE B

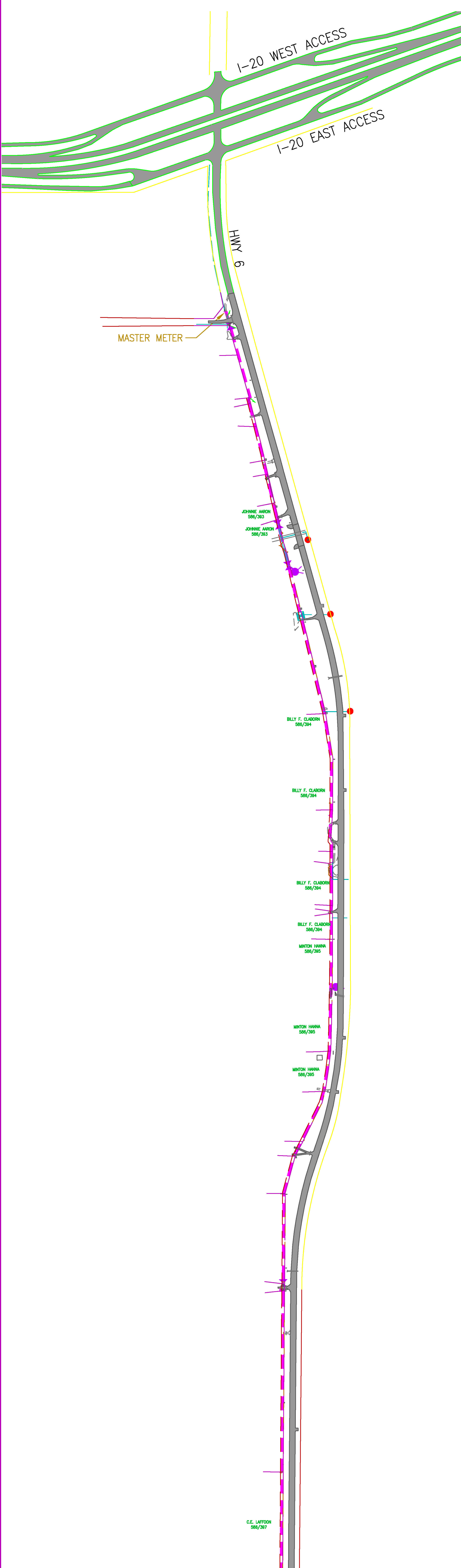


MATCHLINE C

MATCHLINE A



MATCHLINE B



MATCHLINE A



CITY OF CARBON  
WATER SYSTEM MAP  
JANUARY 2017

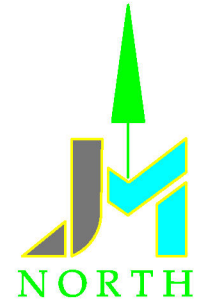


**JACOB  
MARTIN**














3465 CURRY LANE  
ABILENE, TX 79608  
325-695-1070

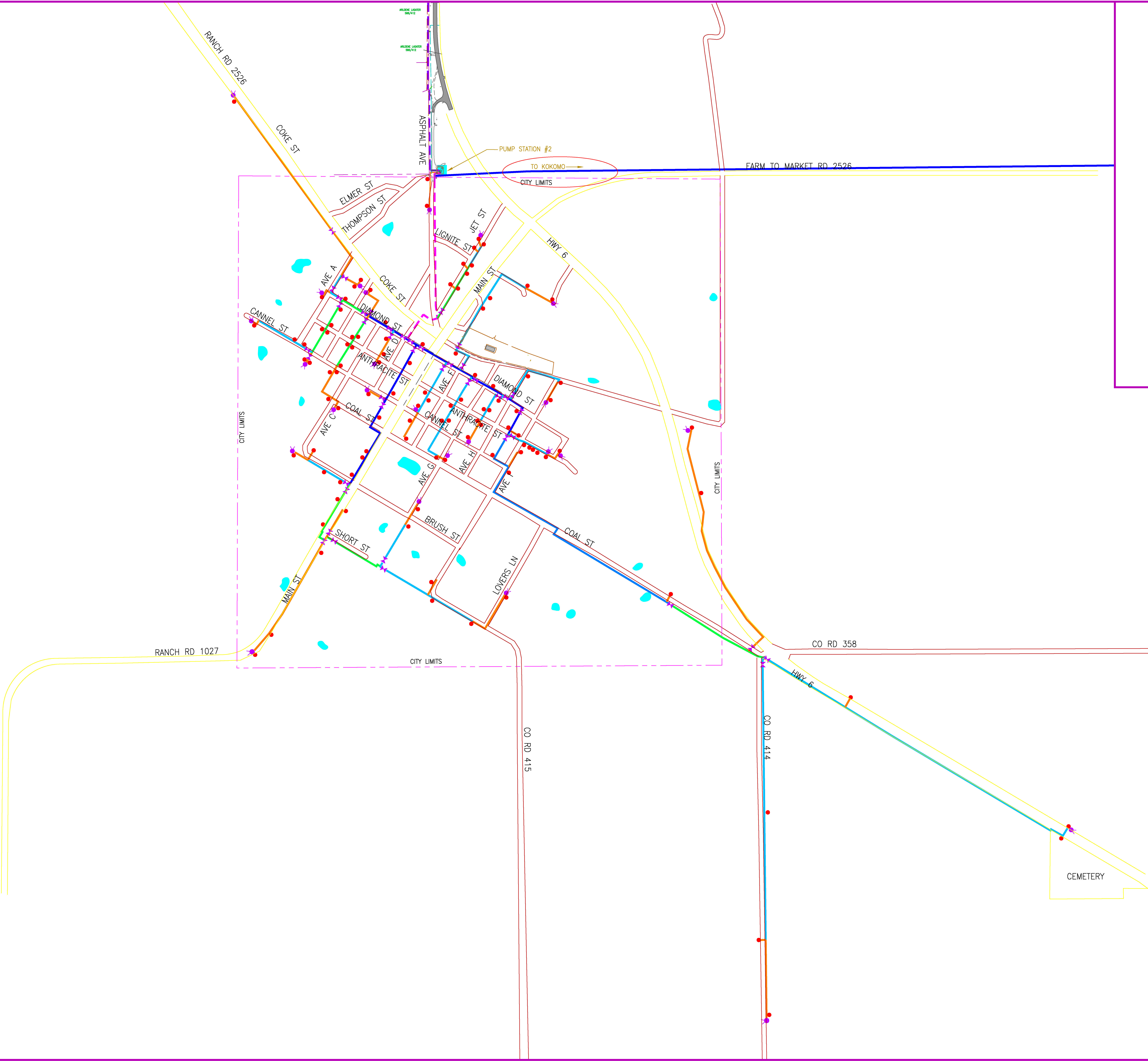
1508 SANTA FE DR, STE 203  
WEATHERFORD, TX 76089  
817-584-9880

FORM # E-2149



1' = 400'

LEGEND	
	EXISTING WATER LINE
	EXISTING 1-1/2" WATER LINE
	EXISTING 2" WATER LINE
	EXISTING 2-1/2" WATER LINE
	EXISTING 3" WATER LINE
	EXISTING 4" WATER LINE
	EXISTING 6" WATER LINE
	EXISTING 8" WATER LINE
	METER (SERVICE)
	PUMP STATION
	FLUSH VALVE
	DATE VALVE
	AIR RELEASE VALVE







# **Principal Forgiveness Agreement Drinking Water State Revolving Fund**

**TEXAS WATER DEVELOPMENT BOARD**

**AND**

**CITY OF CARBON**

**EASTLAND COUNTY, TEXAS**

**TWDB COMMITMENT NO. LF1001113**

**TWDB PROJECT NO. 62866 (IUP FISCAL YEAR 2020)**

**TWDB RESOLUTION NO. 20-017**

**CFDA # 66.468**

---

CITY OF CARBON  
TWDB COMMITMENT NO. LF1001113  
TWDB PROJECT NO. 62866  
TWDB RESOLUTION NO. 20-017

PRINCIPAL FORGIVENESS AGREEMENT

TABLE OF CONTENTS

ARTICLE I. DEFINITIONS ..... 1

ARTICLE II. AUTHORITY AND RECITALS ..... 3

ARTICLE III. LEGAL REQUIREMENTS ..... 4

ARTICLE IV. PLANNING, DESIGN AND CONSTRUCTION ..... 6

ARTICLE V. SPECIAL COVENANTS AND REPRESENTATIONS ..... 7

ARTICLE VI. NON-PERFORMANCE AND REMEDIES ..... 9

ARTICLE VII. GENERAL TERMS AND CONDITIONS ..... 10

EXHIBITS

TWDB Resolution No. 20-017 ..... EXHIBIT A

City of Carbon’s Resolution..... EXHIBIT B

List of Federal Laws and Authorities (Cross-Cutters) .....EXHIBIT C

Davis-Bacon Contract and Subcontract Provisions..... EXHIBIT D

Project Schedule .....EXHIBIT E

Project Budget.....EXHIBIT F

Escrow Agreement..... EXHIBIT G

THE STATE OF TEXAS §  
COUNTY OF TRAVIS §

TWDB Commitment No. LF1001113

**PRINCIPAL FORGIVENESS AGREEMENT  
BETWEEN THE  
TEXAS WATER DEVELOPMENT BOARD  
AND THE  
CITY OF CARBON**

WHEREAS, the City of Carbon (City), located in Eastland County, has filed an application with the Texas Water Development Board (TWDB) for financial assistance in the amount of \$754,600 from the Drinking Water State Revolving Fund (DWSRF) to finance water system improvements identified as Project No. 62866; and

WHEREAS, on February 27, 2020, the TWDB determined that the City qualifies for principal forgiveness as a Disadvantaged Community, Very Small System, and because it meets Green Project requirements pursuant to 31 TAC § 371.17 and the criteria set forth in the 2020 DWSRF Intended Use Plan (IUP), and agreed, pursuant to the TWDB Resolution to provide financial assistance in the amount of \$754,600 to the City and further agreed that \$754,600 will be forgiven; and

WHEREAS, the TWDB and the City are the Parties to this Agreement.

NOW, THEREFORE, the Parties mutually agree to adhere to the terms of this Agreement and to administer the Principal Forgiveness Funds provided through this Agreement in conformance with all applicable state and federal laws and regulations, the TWDB Resolution, and all terms and conditions set forth herein.

---

**ARTICLE I. DEFINITIONS**

---

The following terms, as used in this Agreement, have the meanings assigned below:

Agreement means this Principal Forgiveness Agreement and the attached exhibits.

CFR means the Code of Federal Regulations.

Commitment means an offer by the Board to provide financial assistance to an Applicant as evidenced by a TWDB resolution.

Construction Account means an account dedicated to the payment of Project costs, as defined by 31 TAC § 371.1(16) and required by the TWDB Resolution.

Disadvantaged Community means an area that meets the requirements of a disadvantaged community as defined in 31 TAC § 371.1(23) and the criteria identified in the 2020 DWSRF IUP.

DWSRF means the Drinking Water State Revolving Fund, a program of financial assistance administered by the TWDB for water projects pursuant to the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*; applicable federal regulations; Texas Water Code, Chapter 15, §§ 15.601 – 15.618; and 31 TAC Chapter 371.

Eligible Expenses means the expenses allowed by TWDB program requirements and authorized by the TWDB in the approved Project Budget.

EPA means the U.S. Environmental Protection Agency.

Escrow Account means an account established by the City that will be used to manage the Principal Forgiveness Funds in accordance with an escrow agreement acceptable to the Executive Administrator, which is attached hereto as **EXHIBIT G**, until the Executive Administrator authorizes the release of the Principal Forgiveness Funds to the Construction Account.

Executive Administrator means the Executive Administrator of the TWDB or designated representative.

Financial Assistance means funding made available to eligible Applicants as authorized in 40 CFR § 35.3525, including principal forgiveness.

Force Majeure means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery, pipelines or canals, and any other incapacities of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such incapacity that by the exercise of due diligence and care such party could not have avoided.

Green Project means a project or portion of a project that meets the EPA criteria for inclusion in the Green Project Reserve, including green infrastructure, water or energy efficiency improvements or other environmentally innovative activities.

Green Project Reserve means the equivalent amount of the EPA capitalization grant that is reserved for projects that meet the EPA's criteria for green projects.

IUP means the Intended Use Plan, State Fiscal Year 2020, approved by the TWDB and the EPA in which the Project was prioritized for funding.



Outlay Report means the TWDB form regarding the total amount of costs incurred by the City relating to the Project for the specified period.

Parties or Party means the TWDB and the City and their authorized successors and assignees.

Principal Forgiveness Funds means the portion of the Financial Assistance that is forgiven identified as LF1001113, in an amount not to exceed \$754,600.

Project means the project for which the TWDB is providing financial assistance under this Agreement and as further described in the TWDB Resolution and identified as Project No. 62866.

State means the State of Texas.

TWDB Resolution means TWDB Resolution No. 20-017, dated February 27, 2020, approving the application for financial assistance filed by the City and authorizing the execution of this Agreement.

Very Small system means a system that serves one thousand persons or fewer.

---

## ARTICLE II. AUTHORITY AND RECITALS

---

**2.01. AUTHORITY.** This Agreement is authorized and required by the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*, and is also governed by terms of the IUP; Texas Water Code, Chapter 6; Texas Water Code; Chapter 15, §§ 15.601 – 15.618; 31 TAC Chapter 371; and the TWDB Resolution.

**2.02. RECITALS.** The Parties agree that the following representations are true and correct and form the basis of this Agreement:

- A. The TWDB may provide financial assistance in the form of additional subsidization, such as principal forgiveness, for all or a portion of the Project costs in an amount which the TWDB has determined to be eligible.
- B. On February 27, 2020, the TWDB considered an Application filed by the City for financial assistance from the DWSRF program. Based on the representations made by the City in that Application, the TWDB adopted the TWDB Resolution in which the TWDB:
  - 1. determined that the City qualifies for principal forgiveness and is eligible for financial assistance; and

2. made a commitment to provide financial assistance in an amount not to exceed \$754,600 for the planning, design and construction of the Project and to provide additional subsidization in the form of principal forgiveness to the City in an amount not to exceed \$754,600 as Principal Forgiveness Funds without the expectation of repayment.
- C. The TWDB and the City enter this Agreement to memorialize and set forth the terms and conditions for the Principal Forgiveness Funds in an amount not to exceed \$754,600. The Executive Administrator is authorized to execute this Agreement on behalf of the TWDB pursuant to the TWDB Resolution, which is attached to this Agreement as **EXHIBIT A**. The City is authorized to execute this Agreement through its authorized representative designated in a resolution duly adopted by the governing body of the City, a copy of which is attached hereto as **EXHIBIT B**.
- D.

---

### ARTICLE III. LEGAL REQUIREMENTS

---

**3.01. APPLICABLE LAWS.** In consideration of the performance of the mutual agreements set forth in this Agreement, the City, by and through its designated and authorized representatives, agrees to plan, design, and/or construct the Project in compliance with the following:

- A. the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*, and the EPA regulations at 40 CFR Part 35;
- B. all federal laws and regulations identified on **EXHIBIT C**;
- C. Texas Water Code; Chapter 15, §§ 15.601 – 15.618;
- D. 30 TAC Chapter 290; and
- E. 31 TAC Chapter 371.

**3.02. LABOR STATUTES AND REGULATIONS.** The City agrees to comply with the following statutes and regulations and shall execute the certifications required by the TWDB related to same. Further, the City shall ensure that each contract for work on the Project shall also contain the following requirements:

- A. Equal Employment Opportunity. The City shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and U.S. Department of Labor regulations at 41 CFR Chapter 60, relating to Office of Federal Contract Compliance, EEO. The City shall include this provision in any contract or subcontract in excess of \$10,000 as required by 40 CFR § 31.36.

- B. Davis-Bacon Act Wage Rates. In accordance with the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*, and the applicable IUP, the City, its contractors and its subcontractors, for the Project that is funded in whole or in part with Principal Forgiveness Funds, shall pay all laborers and mechanics at rates not less than those prevailing on similar projects in the same locality, as determined by the U.S. Secretary of Labor's Wage and Hour Division, in conformance with the Davis-Bacon Act, 40 U.S.C. §§ 3141--3148, 29 CFR Part 5, relating to Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction, and 29 CFR Part 3, relating to Contractors and Subcontractors on Public Work Financed in Whole or in Part by Loans or Grants from the United States. All contracts and subcontracts for the construction of the Project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of \$2,000 the contracts clauses as attached hereto as **EXHIBIT D**.
- C. Contract Work Hours and Safety Standards Act. The City shall ensure that its contractors and subcontractors comply with the Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701--3708 and 29 CFR Part 5.

**3.03. NO LOBBYING.** The City agrees to comply with 40 CFR Part 34, relating to New Restrictions on Lobbying. The City understands and agrees that none of the Principal Forgiveness Funds provided under this Agreement shall be expended to pay any person for influencing or attempting to influence an officer or employee of any federal entity, or a Member of Congress, with regard to the awarding of any federal contract, federal grant, federal loan, or the extension, continuation, renewal, amendment or modification of any federal contract, loan, or grant. The City shall require that all contracts in excess of \$100,000 for work implementing the Project contain the following statement: IN ACCORDANCE WITH THE BYRD ANTI-LOBBYING AMENDMENT, ANY RECIPIENT WHO MAKES A PROHIBITED EXPENDITURE UNDER TITLE 40 CFR PART 34 OR FAILS TO FILE THE REQUIRED CERTIFICATION OR LOBBYING FORMS SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH EXPENDITURE.

**3.04. IRON AND STEEL.** The City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States as required by 31 TAC § 371.4, related EPA SRF Policy Guidelines and the TWDB American Iron and Steel Guidance, unless the City has requested and obtained a waiver from EPA pertaining to the Project. This section applies in a manner consistent with United States obligations under international agreements. If the City is a signatory to such an agreement, then the City is under the obligation to determine its applicability and requirements and document the actions taken to comply for the TWDB.

**3.05. PROCUREMENT.** The City shall comply with the following when procuring goods and services for work on the Project according to the requirements in this section.

- A. Debarred and Suspended Vendors. Prior to selecting any contractor, the City shall ensure that the contractor is not listed on the federal Excluded Parties List System and is not suspended or disbarred by either the State or the federal government. See the following websites for lists of suspended and debarred federal and State vendors: [www.window.state.tx.us/procurement/prog/vendor\\_performance/debarred](http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred) and [www.sam.gov](http://www.sam.gov).
- B. State Procurement Requirements. All purchases for goods, services or commodities made with funds provided under this Agreement shall comply with State and local procurement and contracting laws.
- C. Disadvantaged Business Enterprises. The City agrees to comply with 40 CFR Part 33, relating to Participation by Disadvantaged Business Enterprises in United States Environmental Protection Agency Programs.

**3.06. FINANCIAL, MANAGERIAL AND TECHNICAL CAPABILITIES.** The City covenants to maintain its technical, financial, and managerial capability to ensure compliance with the Safe Drinking Water Act § 300-j12.

---

#### **ARTICLE IV. PLANNING, DESIGN AND CONSTRUCTION**

---

**4.01. PROJECT REQUIREMENTS.** The City shall comply with the following requirements:

- A. Plans and Specifications. The City shall construct the Project in accordance with the plans and specifications as sealed by a State licensed engineer and as approved by the Executive Administrator in compliance with 31 TAC §§ 371.60 – 371.62.
- B. Changes to Plans and Specifications. The City shall not make or implement any changes to the scope of the Executive Administrator's approved Project or to the specifications for the Project including, but not limited to, changes to the Green Project Reserve portion of the Project without the written approval of the Executive Administrator.
- C. Project Schedule. The City shall adhere to the TWDB approved Project schedule, attached as **EXHIBIT E**, and shall timely and expeditiously use funds and complete the Project. The City shall not exceed or revise the Project schedule except upon written approval from the TWDB. The City shall not delay the Project completion date except by Amendment to this Agreement.
- D. Project Budget. The City shall be solely responsible for all costs that exceed the TWDB approved Project budget, attached as **EXHIBIT F**. The City shall notify the Executive Administrator immediately when it appears that the Project budget may not be sufficient to complete the Project. The City shall not exceed the Project budget except by Amendment to this Agreement.



- E. Environmental Compliance. The City shall comply with all environmental conditions and shall implement environmental mitigation measures as required through TWDB environmental review under 31 TAC Chapter 371, Subchapter E.

**4.02. PROGRESS REPORTS.** The Executive Administrator may request reports on the progress of the Project at any time. The reports shall contain information as directed by the Executive Administrator and shall be submitted periodically as requested. The City shall respond as requested and a failure to respond may result in withholding the release of funds from the Escrow Account.

---

## **ARTICLE V. SPECIAL COVENANTS AND REPRESENTATIONS**

---

**5.01. CONDITIONS FOR DISBURSEMENT OF PRINCIPAL FORGIVENESS FUNDS.** No Principal Forgiveness Funds shall be deposited into the Escrow Account or released until the applicable requirements and conditions in the TWDB Resolution and 31 TAC § 371.72, relating to Disbursement of Funds, are met. Construction funds shall not be released unless the City has complied with 31 TAC Chapter 371, Subchapter E, relating to Environmental Reviews and Determinations, and 31 TAC §§ 371.60--371.62, relating to Engineering Review and Approval. If other conditions affect the release of funds, the Parties agree to negotiate in good faith regarding any new or different terms or conditions that become applicable to the release of Principal Forgiveness Funds.

**5.02. DELIVERY OF PRINCIPAL FORGIVENESS FUNDS.** The TWDB shall deposit the Principal Forgiveness Funds in an approved Escrow Account to be released to the City's Construction Account at the direction of the Executive Administrator.

- A. Outlay Reports and Invoices. The City shall submit the following documentation:

1. TWDB Outlay Report forms identifying:
  - a. the total amount of expenses incurred by the City for the period covered by the Outlay Report; and
  - b. invoices, receipts or other documentation satisfactory in form and in substance to the TWDB sufficient to establish the requested amount as an eligible expense incurred by the City.
2. Outlay Report forms are due to TWDB quarterly during the planning, acquisition and design phases and monthly during the construction phase of the Project until the completion of the Project.

- B. Release from Escrow Account. The Executive Administrator shall authorize the release of Principal Forgiveness Funds from Escrow when Outlay Reports have been approved by the TWDB.

**5.03. INELIGIBLE EXPENSES.** The City must use Principal Forgiveness Funds for Eligible Expenses. The City must return any Principal Forgiveness Funds that are used for expenses that cannot be verified as eligible or that are ineligible. The amount of Principal Forgiveness Funds used for any ineligible or unverified expenses shall be credited against verified Eligible Expenses. If the total amount of Eligible Expenses is insufficient to fully offset the amount of improperly expended Principal Forgiveness Funds, the City must use other funds to fully repay the TWDB.

**5.04. FINAL ACCOUNTING.** The City shall provide a final accounting of funds expended on the Project pursuant to 31 TAC § 371.85 and return any remaining Principal Forgiveness Funds in a manner determined by the Executive Administrator.

**5.05. LEGAL STATUS.** The City must notify the Executive Administrator prior to taking any actions to alter its legal status in any manner.

**5.06. WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN.** If applicable, the City shall adopt and implement a water conservation and drought contingency plan that complies with Texas Water Code §§ 16.4021.

**5.07. WATER AUDIT.** If the City is a retail public utility as defined in Texas Water Code § 13.002 and the City provides potable water, then the City annually shall perform and file a water audit computing the City's most recent annual system water loss with the TWDB. The first water audit shall be submitted by May 1<sup>st</sup> following the passage of one year after the effective date of this Agreement and then by May 1<sup>st</sup> every year thereafter during the term of this Agreement. The City agrees to comply with 31 TAC § 358.6 relating to water audits.

**5.08. REGISTRATION REQUIREMENT.** Pursuant to the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252, the City shall obtain a Data Universal Numbering System (DUNS) Number and shall maintain registration in the System for Award Management (SAM).

**5.09. ANNUAL FINANCIAL AUDIT.** During the Term of this Agreement, the City shall submit an annual audit of the general-purpose financial statements prepared in accordance with Generally Accepted Accounting Principles (GAAP) by a certified public accountant or licensed public accountant. Audits shall be submitted to the TWDB no later than 180 days after the close of the City's fiscal year.

**5.10. INVESTMENT AND COLLATERALIZATION OF PUBLIC FUNDS.** Financial Assistance funds are public funds and, as such, these funds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257.

---

## ARTICLE VI. NON-PERFORMANCE AND REMEDIES

---

### 6.01. STOP WORK ORDERS.

- A. Stop Work Order (SWO). The Executive Administrator may issue a written SWO to the City at any time for failure to comply with any provision of this Agreement. The SWO shall provide the City with notice of the facts supporting the determination to issue the SWO. The SWO may require cessation of work immediately or at a definite future date. The SWO shall provide the City with a specified time to cure.
- B. City's Response. The City shall provide a written response to the SWO and shall provide the Executive Administrator with a detailed plan to address and cure the conditions causing the SWO. The City shall provide the response within five business days from its receipt of the SWO.
- C. Executive Administrator's Reply. The Executive Administrator may accept, reject or amend the City's plan and shall provide notice of such action to the City within five business days of receipt of the plan. The Executive Administrator may issue an amended SWO that allows resumption of work contingent upon the City's execution of the plan to cure. The Executive Administrator may modify the City's plan to cure only in a manner consistent with the terms and conditions of this Agreement.
- D. City's Option. The City shall notify the Executive Administrator within five business days whether it accepts the amended plan. If the City does not accept the amended plan, the Executive Administrator may terminate this Agreement. Upon successful completion of the plan to cure the conditions causing the SWO, the City shall continue work to complete all obligations under this Agreement.

**6.02. TERMINATION.** The TWDB may terminate this Agreement in writing at any time. Upon receipt of a notice of termination, the City shall immediately discontinue all work in connection with the performance of this Agreement and shall promptly cancel all existing orders or other financial commitments chargeable to funding provided pursuant to this Agreement, provided, however, that any costs for Eligible Expenses incurred prior to the receipt of such written notice by the City shall be payable from the funding provided pursuant to this Agreement.

Within thirty days of the notice of termination, the City shall submit a statement showing in detail the work performed, all payments received by the City, and all payments made by or due from the City to any contractor prior to the date of termination.

### 6.03. SURVIVAL OF TERMS AND CONDITIONS.

- A. Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement that:

1. the Parties have expressly agreed shall survive any such termination or expiration, if any; or
  2. by their nature, would be intended to be applicable following any such termination or expiration.
- B. The Parties expressly agree that the following terms and conditions survive the termination or expiration of this Agreement.
1. Article V, Sections 5.03, 5.04, 5.05, 5.07 and 5.08.
  2. Article VII, General Terms and Conditions.

**6.04. REAL ESTATE.** If the City purchases real estate for the Project with Principal Forgiveness Funds and any of the real estate or portion of the real estate is not used for the Project, the City shall repay to the TWDB the full amount of the Principal Forgiveness Funds for purchase of the real estate that is not used for the Project. Such amount shall be due and payable within 90 days after termination or expiration of this Agreement.

**6.05. REMEDIES.**

- A. The City shall have all remedies available in law or equity.
- B. The TWDB shall have all remedies available in law or equity, including remedies available under Texas Water Code §§ 6.114 and 6.115.

---

**ARTICLE VII. GENERAL TERMS AND CONDITIONS**

---

**7.01. INSURANCE AND INDEMNIFICATION.**

- A. The City shall at all times keep insured with a responsible insurance company or companies such portions of the Project as are customarily insured by political subdivisions in the State that operate like properties in similar locations under similar circumstances. The City shall insure against risks, accidents, casualties or loss in an amount that is customarily carried by such municipalities and political subdivisions and is at least sufficient to protect the TWDB's interest in the Project.
- B. The City is solely responsible for liability resulting from acts or omissions of the City, its employees, contractors, or agents. The City shall indemnify and hold the TWDB and the State harmless, to the extent that the City may do so in accordance with State law.
- C. Principal Forgiveness proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The City agrees to indemnify, hold harmless and protect the TWDB from any and all claims,



causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law.

**7.02. PERMITS.** The City shall be responsible for timely filing applications for all licenses, permits, registrations and other authorizations that the City has identified in the application for financial assistance as required for the planning, design and construction of the Project. The City shall submit copies of all these final licenses, permits, registrations and other authorizations issued by local, state and federal agencies to the TWDB within thirty (30) days of receipt from the issuing agency.

**7.03. RECORDS.** The City shall comply with all terms and conditions relating to records of the Project as follows:

- A. Duty to Maintain Records. The City shall maintain financial accounting records relating to the Project in accordance with Generally Accepted Accounting Principles. The City shall also require its contractors to maintain financial accounting records consistent with Generally Accepted Accounting Principles and with State laws applicable to government accounting. All accounting and other financial documentation shall be accurate, current, and shall reflect recordation of the transactions at or about the time the transactions occurred;
  1. Single Audit Act, 31 U.S.C. §§ 7501--7507. The City shall comply with the Single Audit Act and with Office of Management and Budget (OMB) Circular A-133, ensuring an audit is conducted in accordance with OMB Circulars.
  2. Green Projects. If all or part of the Project is designated as a Green Project, then the City shall maintain separate tracking of the expenses related to that Project or portion of the Project that has been designated as an approved Green Project.
- B. Duty to Retain Records. The City shall retain all financial records and supporting documents and any other documents pertinent to the Project in accordance with the requirements of 31 TAC § 371.86, relating to Records Retention. The TWDB requires the City to retain all records related to this Agreement for a period of three (3) years after Project completion.
- C. Public Records. The City understands and agrees that all documents relating to this Agreement are subject to the Public Information Act, Texas Government Code, Chapter 552, and that such documents may not be withheld from public disclosure, except in accordance with law and with the rulings of the Texas Attorney General. The City is required to make any information created or exchanged pursuant to this

Agreement, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge. The City shall promptly respond to a request by the TWDB for copies of any of the City's records related to this Agreement.

**D. Access to Records.**

1. State Auditor. By executing this Agreement, the City accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all Principal Forgiveness Funds received pursuant to this Agreement. The City shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The City agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The City also agrees to include a provision in any contract or subcontract related to this Agreement that requires the contractor and the subcontractor to submit to audits and investigations by the Texas State Auditor's Office in connection with all Principal Forgiveness Funds received pursuant to the contract or subcontract.
2. TWDB, EPA, and Comptroller General of the United States. The City agrees that the TWDB, the EPA, and the Comptroller General of the United States shall have full access to any books, documents, papers, and records which are related to the funds expended under this Agreement and that further these federal entities may audit, examine, copy excerpts, and make transcriptions of any such books, documents, papers, and records. The standards of administration, property management, audit procedures, procurement and financial management, and the records and facilities of the City and its contractors are subject to audit and inspection by the TWDB and by the EPA and by any other authorized state or federal entity. All books, documents, papers, and records of the City related to this Agreement shall be made available for audit, examination, excerpt, and transcription by the staff of the TWDB within a reasonable time after a request from the TWDB. The City understands and agrees that the EPA's Regional Administrator may, after a thirty-day written notice, review any records the Regional Administrator deems necessary to determine compliance with all requirements concerning the Principal Forgiveness Funds provided under this Agreement.

**7.04. UPDATING INFORMATION.** The City shall provide the TWDB with updated information, reports, statements and certifications as requested by the Executive Administrator relating to the financial condition of the City or the Project and the use of Principal Forgiveness Funds. The City shall promptly notify the TWDB of any material change in the activities, prospects or conditions of the City relating to the Project, or its ability to observe and perform its duties, covenants, obligations and agreements under this Principal Forgiveness Agreement.

**7.05. FORCE MAJEURE.** Unless otherwise provided, neither the City nor the TWDB nor any agency of the State shall be liable to the other for any delay in or failure of performance of a requirement contained in this Agreement caused by *Force Majeure*. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing Party exercises all reasonable due diligence to perform. Each Party must inform the other in writing with proof of receipt within five (5) business days of the existence of such *Force Majeure* or otherwise waive this right as a defense.

**7.06. NON-ASSIGNABILITY.** The terms and conditions of the financial assistance provided by this Agreement may not be assigned, transferred, or subcontracted in any manner without the express written consent of the TWDB.

**7.07. ENTIRE AGREEMENT AND AMENDMENT.** This Agreement, which incorporates all attached Exhibits, constitutes the entire agreement between the Parties. This Agreement may be amended only in writing signed by the Parties. The changes allowed under Section 4.01 do not require an amendment to this Agreement unless a change to the Project Schedule, **EXHIBIT E** or the Project Budget, **EXHIBIT F**, results in a different project completion date or total budget amount.

**7.08. NO WAIVER.** The failure of any Party to insist upon the strict performance of any of the terms, provisions, or conditions of this Agreement shall not be construed as a waiver or relinquishment for the future of the strict performance of any such term, provision, or condition or any other term, provision, or condition.

**7.09. NO DEBT CREATED.** Each Party agrees and understands that, by this Agreement, the State, acting through the TWDB, is not lending its credit or in any manner creating a debt on behalf of the State. To the extent that the City is not securing the Obligations with ad valorem taxes, each Party agrees and understands that, pursuant to this Agreement, the City is not lending its credit or in any other manner creating a debt on behalf of the City.

**7.10. LAW AND VENUE.** The validity, operation, and performance of this Agreement shall be governed and controlled by the laws of the State of Texas and applicable federal regulations, and the terms and conditions of this Agreement shall be construed and interpreted in accordance with the laws of the State. The Parties understand and agree that this Agreement is for the provision of financial assistance for the planning, design, acquisition and construction of the Project and as such all or part of the performance of the terms and obligations of the Agreement will be performed in Eastland County, Texas. Notwithstanding the location of the Project, the Parties understand and agree that any proceeding brought for any breach of this Agreement involving the TWDB shall be in Travis County, Texas. This section does not waive the sovereign immunity of the State or the TWDB.

**7.11. NOTICES.** All notices, notifications, or requests required or permitted by this Agreement shall be in writing and shall be transmitted by personal delivery or transmitted by United States certified mail, return receipt requested, postage prepaid, to the addresses

of the Parties shown below. Notice shall be effective when received by the Party to whom notice is sent.

Texas Water Development Board  
Attn: Executive Administrator  
Physical Address:  
1700 N. Congress Ave., 6<sup>th</sup> Floor  
Austin, Texas 78701-1496  
Mailing Address:  
P.O. Box 13231  
Austin, Texas 78711-3231

City of Carbon  
Attn: City Secretary  
Physical Address:  
302 S. Main Street  
Carbon, Texas 76435-0414  
Mailing Address:  
P.O. Box 414  
Carbon, Texas 76435-0414

**7.12. TERM.** This Agreement is effective on the date signed by the Executive Administrator. The Agreement shall expire upon the successful completion of the Project and Final Accounting in accordance with Section 5.04 of this Agreement.

[remainder of page left intentionally blank]

**TEXAS WATER DEVELOPMENT BOARD**

*Jeff Walker*

---

Jeff Walker  
Executive Administrator

Date 4/9/2020



**CITY OF CARBON**

A handwritten signature in black ink, appearing to read "Corey Hull", written over a horizontal line.

Corey Hull  
Mayor

Date 4/9/2020

**EXHIBIT A**  
TWDB Resolution No. 20-017

**A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD  
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE  
TO THE CITY OF CARBON  
FROM THE DRINKING WATER STATE REVOLVING FUND  
THROUGH \$754,600 IN PRINCIPAL FORGIVENESS**

**(20-017)**

WHEREAS, the City of Carbon, located in Eastland County (City) has filed an application for financial assistance in the amount of \$754,600 from the Drinking Water State Revolving Fund (DWSRF) to finance the planning, design and construction of certain water system improvements identified as Project No. 62866; and

WHEREAS, the City seeks financial assistance from the Texas Water Development Board (TWDB) in the amount of \$754,600 with 100 percent to be forgiven, as is more specifically set forth in the application and in recommendations of the TWDB's staff; and

WHEREAS, the commitment is approved for funding under the TWDB's pre-design funding option, and initial and future releases of funds are subject to 31 TAC § 371.13; and

WHEREAS, the TWDB hereby finds:

1. that no debt obligations are to be assumed by the City for the financial assistance and no taxes or revenues are required to be pledged by the City;
2. that the application and assistance applied for meet the requirements of the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.* as well as state law, in accordance with Texas Water Code § 15.607;
3. that the City has submitted a proposed program of water conservation for the more efficient use of water that will meet reasonably anticipated local needs and conditions and that incorporates practices, techniques or technology prescribed by the Texas Water Code and TWDB's rules;
4. that the TWDB has approved a regional water plan for the region of the state that includes the area benefiting from the project and the needs to be addressed by the project will be addressed in a manner that is consistent with the approved regional and state water plans, as required by Texas Water Code § 16.053(j);
5. that a current water audit required by Texas Water Code § 16.0121 and 31 TAC § 358.6 has been completed by the City and filed with the TWDB in accordance with Texas Water Code § 16.053(j);
6. that the City meets the definition of "Disadvantaged Community" in 31 TAC § 371.1(23) and is therefore eligible for principal forgiveness in the amount of \$288,254; that the City meets the definition of a "small" or "rural" disadvantaged

community in the applicable IUP and is therefore eligible for principal forgiveness in the amount of \$123,538; that the City meets the definition of a very small system in accordance with the current Intended Use Plan, and is therefore eligible for principal forgiveness in the amount of \$300,000; and that the TWDB has determined that the entire Project, or a portion of the Project, satisfies the applicable Intended Use Plan's criteria for Green Projects and is eligible for Principal Forgiveness in the amount of \$42,808;

NOW, THEREFORE, based on these findings, the TWDB resolves as follows:

A commitment is made by the TWDB to the City of Carbon for financial assistance in the amount of \$754,600 from the Drinking Water State Revolving Fund with 100 percent to be forgiven. This commitment will expire on June 30, 2020.

Such commitment is conditioned as follows:

Standard Conditions

1. this commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand;
2. this commitment is contingent upon the City's compliance with all applicable requirements contained in 31 TAC Chapter 371;
3. this commitment is contingent on the City executing a Principal Forgiveness Agreement in a form and substance acceptable to the Executive Administrator;
4. the City shall return any principal forgiveness funds that are determined to be surplus funds in a manner determined by the Executive Administrator;
5. the Principal Forgiveness Agreement must contain a provision that the City agrees to comply with all of the conditions set forth in the TWDB Resolution, which conditions are incorporated herein.
6. the Principal Forgiveness Agreement must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Principal Forgiveness Agreement that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;
7. financial assistance funds are public funds and, as such, the Principal Forgiveness Agreement must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257;

8. financial assistance funds proceeds shall not be used by the City when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The Principal Forgiveness Agreement shall include an environmental indemnification provision wherein the City agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law;
9. prior to closing, and if not previously provided with the application, the City shall submit executed contracts for engineering and, if applicable, financial advisor and bond counsel contracts, for the project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;
10. prior to closing, when any portion of the financial assistance is to be held in escrow or in trust, the City shall execute an escrow or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;

#### State Revolving Fund Conditions

11. the City shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines;
12. the Principal Forgiveness Agreement must include a provision stating that all laborers and mechanics employed by contractors and subcontractors for projects shall be paid wages at rates not less than those prevailing on projects of a similar character in the locality in accordance with the Davis-Bacon Act, and the U.S. Department of Labor's implementing regulations. The City, all contractors, and all sub-contractors shall ensure that all project contracts mandate compliance with Davis-Bacon. All contracts and subcontracts for the construction of the project carried out in whole or in part with financial assistance made available as provided herein shall insert in full in any contract in excess of \$2,000 the contracts clauses as provided by the TWDB;
13. the Principal Forgiveness Agreement must include a provision stating that the City shall provide the TWDB with all information required to be reported in accordance with the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252. The City shall obtain a Data Universal Numbering System (DUNS) Number and shall register with System for Award



Management (SAM), and maintain current registration at all times during the term of the Principal Forgiveness Agreement;

14. the Principal Forgiveness Agreement shall provide that all funds will be timely and expeditiously used, as required by 40 CFR § 35.3135(d), and also shall provide that the City will adhere to the approved project schedule;
15. the Principal Forgiveness Agreement must contain a covenant that the City will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 371.4 and related State Revolving Fund Policy Guidelines;

Drinking Water State Revolving Fund Conditions

16. prior to closing, the Texas Commission on Environmental Quality, must make a determination, the form and substance of which is satisfactory to the Executive Administrator, that the City has demonstrated the necessary financial, managerial, and technical capabilities to proceed with the project or projects to be funded with the proceeds of these Principal Forgiveness Agreement;

PROVIDED, however, the commitment is subject to the following special conditions:

Special Condition:

17. prior to closing, the City shall adopt and implement the water conservation program approved by the TWDB.

APPROVED and ordered of record this 27th day of February, 2020.

TEXAS WATER DEVELOPMENT BOARD



Peter M. Lake, Chairman

DATE SIGNED: 2/27/20

ATTEST:



Jeff Walker, Executive Administrator

**EXHIBIT B**  
City of Carbon's Resolution

RESOLUTION APPROVING THE EXECUTION AND DELIVERY OF A PRINCIPAL  
FORGIVENESS AGREEMENT; AND RESOLVING OTHER MATTERS RELATING TO THE  
SUBJECT

THE STATE OF TEXAS                         §  
COUNTY OF EASTLAND                     §  
CITY OF CARBON                           §

WHEREAS, the City of Carbon, Texas (the “City”) has received approval from the Texas Water Development Board (“TWDB”) for financial assistance from TWDB to the City in the amount of \$754,600 (the “Grant”), consisting of a Principal Forgiveness Agreement;

WHEREAS, TWDB has approved a Principal Forgiveness Agreement (the “Principal Forgiveness Agreement”) in connection with the Grant, in which the City agrees to certain conditions with respect to the Grant;


WHEREAS, this City Council hereby finds and determines that it is a public benefit to and in the best interests of the City and its residents to enter into the Principal Forgiveness Agreement in order to obtain the Grant to fund needed improvements and additions to the City's potable water distribution system; and

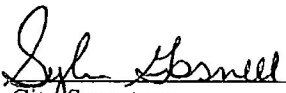
WHEREAS, it is officially found, determined and declared that the meeting at which this Resolution has been adopted was open to the public, and public notice of the date, hour, place and subject of said meeting, including this Resolution, was given, all as required by the applicable provisions of Chapter 551, Texas Government Code; Now, Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CARBON, TEXAS:

1. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.
2. The Principal Forgiveness Agreement, in substantially the form presented at this meeting, is hereby approved and the Mayor or the Mayor Pro-Tem of the City is hereby authorized and directed to execute and deliver the Principal Forgiveness Agreement, with such changes and modifications as may be approved by the Mayor or the Mayor Pro-Tem, with such approval to be evidenced by his or her signature thereon. The Escrow Agreement relating to the Principal Forgiveness Agreement between the Issuer and the escrow agent named therein (the "Escrow Agent"), substantially in the form and content presented at this meeting, is hereby approved and the Mayor, City Secretary or the Mayor Pro-Tem is hereby authorized and directed to execute the Escrow Agreement on behalf of the City. The Escrow Agent named in the Escrow Agreement is hereby appointed as the Escrow Agent pursuant to such Escrow Agreement.
3. The Mayor, Mayor Pro-tem, and City Secretary of the City, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to take such actions and to execute and deliver in the name and on behalf of the City all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Resolution.
4. This Resolution shall become effective immediately upon adoption.

DULY PASSED AND APPROVED by the City Council of the City of Carbon, Texas, on March 16, 2020.

  
\_\_\_\_\_  
Mayor  
City of Carbon, Texas

  
\_\_\_\_\_  
City Secretary  
City of Carbon, Texas

(CITY SEAL)

Resolution Approving the Execution and Delivery of a Principal Forgiveness Agreement  
Between the Texas Water Development Board and the City of Carbon, Texas

## **EXHIBIT C**

### **List of Federal Laws and Authorities (Cross-Cutters)**

The basic rules for complying with cross-cutting federal authorities are set-out in the CWSRF regulations at 40 C.F.R. § 35.3145 and in the DWSRF regulations at 40 C.F.R. § 35.3575. A list of and link to these authorities is provided below and also available from the Environmental Protection Agency (EPA) at:  
[http://water.epa.gov/grants\\_funding/dwsrf/xcuts.cfm](http://water.epa.gov/grants_funding/dwsrf/xcuts.cfm). A handbook on the applicability of the cross-cutting federal authorities is available from EPA at  
<http://www.epa.gov/owm/cwfinance/cwsrf/enhance/DocFiles/Other%20Docs/CrosscutterHandbook.pdf>.

#### **Environmental Authorities**

- Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended
- Clean Air Act, Pub. L. 84-159, as amended
- Coastal Barrier Resources Act, Pub. L. 97-348
- Coastal Zone Management Act, Pub. L. 92-583, as amended
- Endangered Species Act, Pub. L. 93-205, as amended
- Environmental Justice, Executive Order 12898
- Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
- Protection of Wetlands, Executive Order 11990
- Farmland Protection Policy Act, Pub. L. 97-98
- Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- National Historic Preservation Act of 1966, PL 89-665, as amended
- Safe Drinking Water Act, Pub. L. 93-523, as amended
- Wild and Scenic Rivers Act, Pub. L. 90-542, as amended

#### **Economic and Miscellaneous Authorities**

- Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372
- Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans
- Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended
- Debarment and Suspension, Executive Order 12549

#### **Social Policy Authorities**

- Age Discrimination Act of 1975, Pub. L. 94-135
- Title VI of the Civil Rights Act of 1964, Pub. L. 88-352 (2)
- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act)
- Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250)
- Employment Opportunity, Executive Order 11246
- Women's and Minority Business Enterprise, Executive Orders 11625, 12138 and 12432



- Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590

**The Civil Rights Act and related anti-discrimination statutes apply to all the operations of the SRF program.**

## **EXHIBIT D**

### **Davis-Bacon Contract and Subcontract Provisions**

#### **(a) GENERAL CONTRACT AND SUBCONTRACT PROVISIONS.**

The subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in 29 CFR § 5.1 and the Consolidated Appropriations Act, 2016 (or subsequent federal law), the following clauses:

##### **(1) Minimum Wages**

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **(2) Withholding**

The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **(3) Payrolls and basic records**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected,

and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **(4) Apprentices and trainees**

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or



subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

## **(5) Compliance with Copeland Act requirements**

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

## **(6) Subcontracts.**

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

## **(7) Contract termination; debarment.**

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

## **(8) Compliance with Davis-Bacon and Related Act requirements.**

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

## **(9) Disputes concerning labor standards.**

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

## **(10) Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**b. CONTRACT PROVISIONS FOR CONTRACTS IN EXCESS OF \$100,000**

Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**(1) Overtime requirements**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.**

In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

**(3) Withholding for unpaid wages and liquidated damages**

The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

#### **(4) Subcontracts**

The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### **(c) MAINTENANCE OF RECORDS**

In addition to the clauses contained in Section (a), above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

#### **(d) COMPLIANCE VERIFICATION**

(1) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(2) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract.<sup>1</sup> Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

---

<sup>1</sup> The provision that read "At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract" was issued a waiver in EPA Class Deviation memo dated November 16, 2012.

(3) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(4) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(5) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA Region 6 DB Coordinator, TWDB, and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

**EXHIBIT E**  
Project Schedule

<b>Project Task</b>	<b>Schedule Date</b>
Environmental Determination	6/30/2020
Engineering Feasibility Report	8/31/2020
Design Phase Completion	10/30/2020
Start of Construction	1/4/2021
Construction Completion	8/4/2021



**EXHIBIT F**  
Project Budget

**Current Budget Summary****Carbon****62866 - Pump Station Improvements and Radio Read Meters**

Last Update: 1/24/2020

Budget Items	Description	TWDB Funds	Local Funds	Other Funds	Total
Budget Items	Description	TWDB Funds	Local Funds	Other Funds	Total
<b>Construction</b>					
Construction		\$520,000.00	\$0.00	\$0.00	\$520,000.00
<b>Subtotal for Construction</b>		<b>\$520,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$520,000.00</b>
<b>Basic Engineering Services</b>					
Construction Engineering		\$11,000.00	\$0.00	\$0.00	\$11,000.00
Design		\$44,000.00	\$0.00	\$0.00	\$44,000.00
Planning		\$20,000.00	\$0.00	\$0.00	\$20,000.00
<b>Subtotal for Basic Engineering Services</b>		<b>\$75,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$75,000.00</b>
<b>Special Services</b>					
Application		\$5,000.00	\$0.00	\$0.00	\$5,000.00
Environmental		\$15,000.00	\$0.00	\$0.00	\$15,000.00
Geotechnical		\$5,000.00	\$0.00	\$0.00	\$5,000.00
Inspection		\$20,000.00	\$0.00	\$0.00	\$20,000.00
Surveying		\$10,000.00	\$0.00	\$0.00	\$10,000.00
Testing		\$10,000.00	\$0.00	\$0.00	\$10,000.00
Water Conservation Plan		\$5,000.00	\$0.00	\$0.00	\$5,000.00
<b>Subtotal for Special Services</b>		<b>\$70,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$70,000.00</b>
<b>Fiscal Services</b>					
Bond Counsel		\$2,500.00	\$0.00	\$0.00	\$2,500.00
Financial Advisor		\$13,000.00	\$0.00	\$0.00	\$13,000.00
Fiscal/Legal		\$2,000.00	\$0.00	\$0.00	\$2,000.00
Issuance Costs		\$1,000.00	\$0.00	\$0.00	\$1,000.00
<b>Subtotal for Fiscal Services</b>		<b>\$18,500.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$18,500.00</b>
<b>Contingency</b>					
Contingency		\$71,100.00	\$0.00	\$0.00	\$71,100.00
<b>Subtotal for Contingency</b>		<b>\$71,100.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$71,100.00</b>
<b>Total</b>		<b>\$754,600.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$754,600.00</b>

**EXHIBIT G**  
Escrow Agreement

## **ESCROW AGREEMENT**

THIS ESCROW AGREEMENT (Agreement), made by and between City of Carbon, Texas, a political subdivision of the State of Texas in Eastland County, Texas, (City), and BOKF, NA, as Escrow Agent together with any successor in such capacity;

W I T N E S S E T H:

WHEREAS, pursuant to a Resolution adopted on March 16, 2020 (Resolution), the City of Carbon, Texas by authorizing execution of a Principal Forgiveness Agreement in the amount of \$754,600, the City accepts certain contractual obligations (Obligations) to obtain financial assistance from the Texas Water Development Board (TWDB) for the purpose of funding water or wastewater system improvements (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the City to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives and successors, as follows:

**SECTION 1: ESCROW ACCOUNT(S).** Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number LF1001113 shall be deposited to the credit of a special escrow account(s) or escrow subaccount (Escrow Account) maintained at the Escrow Agent on behalf of the City and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the City, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled "City of Carbon, Texas, Principal Forgiveness Agreement, Texas Water Development Board Commitments LF1001113 Escrow Account" and shall not be subject to warrants, drafts or checks drawn by the City but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other

purposes in accordance with the Obligations and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the City and to the TWDB the Escrow Account(s) bank statements upon request.

**SECTION 2: COLLATERAL.** All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

**SECTION 3: INVESTMENTS.** While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds as directed in writing by the City in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the City's responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy. In the absence of written investment direction from the City, the Proceeds and any interest or income earned thereon shall be held un-invested.

**SECTION 4: DISBURSEMENTS.** The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

**SECTION 5: UNEXPENDED FUNDS.** Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the Obligations. The City shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the Obligations, that being the sole obligation of the City.

**SECTION 6: CERTIFICATIONS.** The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the City and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

**SECTION 7: LIABILITY OF ESCROW AGENT.** To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or willful misconduct. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations. In the event of a question regarding any disbursement or a disagreement between the undersigned or TWDB or any other person resulting in adverse claims being made upon the

amounts in the Escrow Account, the Escrow Agent shall be protected and shall not be liable to the City or any other person if it follows the written direction of the Executive Administrator or of a final order or judgment of a court of competent jurisdiction. The City agrees to indemnify and save Escrow Agent harmless from all losses, costs, liabilities, actual damages, fees and expenses (including, but not limited to, reasonable attorney's fees and expenses) suffered or incurred by Escrow Agent arising from the performance of its obligations under this Agreement ("Acts"), except such Acts as arise from or attributable to the negligence or willful misconduct of Escrow Agent. Escrow Agent may consult with legal counsel in the event of any dispute or question as to the construction of any of the provisions hereof or its duties hereunder, and, to the extent it acts in good faith without negligence or willful misconduct, it shall be fully protected in acting in accordance with the opinion and instructions of such counsel. The Escrow Agent may resign at any time by providing such termination notices in accordance with Section 11.

**SECTION 8: RECORDS.** The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the City and the TWDB.

**SECTION 9: MERGER/CONSOLIDATION.** In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

**SECTION 10: AMENDMENTS.** This Agreement may be amended from time to time as necessary with the written consent of the City and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

**SECTION 11: TERMINATION.** In the event that this Agreement is terminated by either the City or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The City is responsible for ensuring that the following criteria are satisfied in selecting the successor escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the City and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this



Agreement; and (d) the City must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the City has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the City. Whether appointed by the City or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

**SECTION 12: EXPIRATION.** This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the City.

**SECTION 13: POINT OF CONTACT.** The points of contact for the Escrow Agent and the TWDB are as follows:

Tony Hongnoi  
BOKF, NA  
5956 Sherry Lane, Suite 1201  
Dallas, Texas 75225  
Phone: (972) 892-9968  
Email: thongnoi@bokf.com

Executive Administrator  
Texas Water Development Board  
1700 North Congress Avenue  
Austin, Texas 78701

**SECTION 14: CHOICE OF LAW.** This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

**SECTION 15: ASSIGNABILITY.** This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

**SECTION 16: ENTIRE AGREEMENT.** This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the City and supersedes any other agreements, whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the City and consented to by the Escrow Agent and the TWDB.

**SECTION 17: VALIDITY OF PROVISIONS.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the

remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**SECTION 18: COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the City but may not be paid directly from the Escrow Account(s).

**SECTION 19: ANTI-BOYCOTT VERIFICATION.** The Escrow Agent represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2271.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2271 of the Texas Government Code, and subject to applicable Federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

**SECTION 20: IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** The Escrow Agent represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

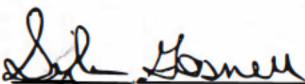
**SECTION 21: TAX MATTERS/PATRIOT ACT & BANK SECRECY ACT.** The City agrees that, for tax reporting purposes, all interest or other income, if any, attributable to the amounts held in escrow by the Escrow Agent pursuant to this Agreement shall be allocable to the City. Tax reporting will be completed by the City. The City agrees to provide the Escrow Agent completed Forms W-9 (or Forms W-8, in the case of non-U.S. Persons) and other forms and documents that the Escrow Agent may reasonably request at the time of execution of this Agreement, and any information reasonably requested by the Escrow Agent to comply with the USA Patriot Act of 2001, as amended from time to time or the Bank Secrecy Act, as amended from time to time. The City understands that if such documentation is not so certified to the Escrow Agent, the Escrow Agent may be required by the Internal Revenue Code, as it may be amended from time to time, to withhold a portion of any interest or other income earned on the investment of monies or other property held by the Escrow Agent pursuant to this Escrow Agreement.

**SECTION 22: COUNTERPARTS/ELECTRONIC TRANSACTIONS.** The parties hereto agree that the transactions described herein may be conducted and related documents may be sent, received, and stored by electronic means. Copies, telecopies, facsimiles, electronic files and

other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

City of Carbon, Texas

By:   
Authorized Representative

Date: 3/24/20

City of Carbon, Texas  
101 N. Court Street  
Carbon, Texas 79054-0383

BOKE, NA,  
as Escrow Agent

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

BOKF, NA  
5956 Sherry Lane, Suite 1201  
Dallas, Texas 75225

other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

City of Carbon, Texas

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

City of Carbon, Texas  
101 N. Court Street  
Carbon, Texas 79054-0383

BOKF, NA,  
as Escrow Agent

By:  \_\_\_\_\_  
Title: Vice President

Date: \_\_\_\_\_

BOKF, NA  
5956 Sherry Lane, Suite 1201  
Dallas, Texas 75225



City of Carbon  
2020 DWSRF Escrow

Texas Water Development Board  
ESCROW AGENT

Schedule of Fees

Acceptance Fee:

WAIVED

One Time Escrow Account Setup/Administration Fee:

WAIVED

For ordinary administrative services by Escrow Agent – includes daily routine account management; cash transaction processing (including wire and check processing); disbursement of funds in accordance with the agreement; and online access to trust account statements. This fee is due at the time of Escrow Agreement funding/execution.

Fee is based on the following assumptions:

- Number of escrow accounts: One (1)
- Number of Withdrawals from the Escrow accounts: As needed

Charges for performing extraordinary or other services not contemplated at the time of the execution of the transaction or not specifically covered elsewhere in this schedule will be determined by appraisal in the amounts commensurate with the service provided.

Services not included in this Fee Schedule, but deemed necessary or desirable by you, may be subject to additional charges based on a mutually agreed upon fee schedule.

Our proposal is subject in all aspects to review and acceptance of the final financing documents which sets forth our duties and responsibilities.

*If funds are invested outside the money market funds offered by BOK Financial, an additional fee may be assessed on an annual basis to act as custodian.*

**Erin Fitzpatrick**  
**Vice President**  
**Tel: 972.892.9972**  
[efitzpatrick@bokf.com](mailto:efitzpatrick@bokf.com)

**BOK Financial**  
**Corporate Trust Services**  
**5956 Sherry Lane, Suite 1201**  
**Dallas, TX 75225**





INTEGRITY  
EXCELLENCE  
TRUST

April 24, 2023

Public Utility Commission  
Central Records  
1701 N Congress, Suite 8-100  
Austin, Texas 78701

Re: City of Carbon and Staff WSC STM – Eastland County

Dear PUC:

Please see the response to the Notice of Deficiencies for the application of the City of Carbon, TX to take over the two facility lines from Staff WSC (CCN 11155) known as Kokomo and Flatwood.

The attached documentation is included for updated answers to question 11. A. and proof of a firm capital commitment (TWDB documents project #62866) that funds are approved for the \$500,000 required capital improvements pursuant to 24.11(e)(5). Engineering plans are included to show the use of the committed funds.

Additional facilities map are attached that show that the City of Carbon lines are currently connected to Staff WSC's the facilities and connections to be transferred as well as where the facilities and connections are located.

If you have any questions or need additional information, please don't hesitate to email me at [dhudson@jacobmartin.com](mailto:dhudson@jacobmartin.com) or call me at 325.695.1070.

Sincerely,

David Hudson  
**JACOB | MARTIN**



info@jacobmartin.com  
www.jacobmartin.com



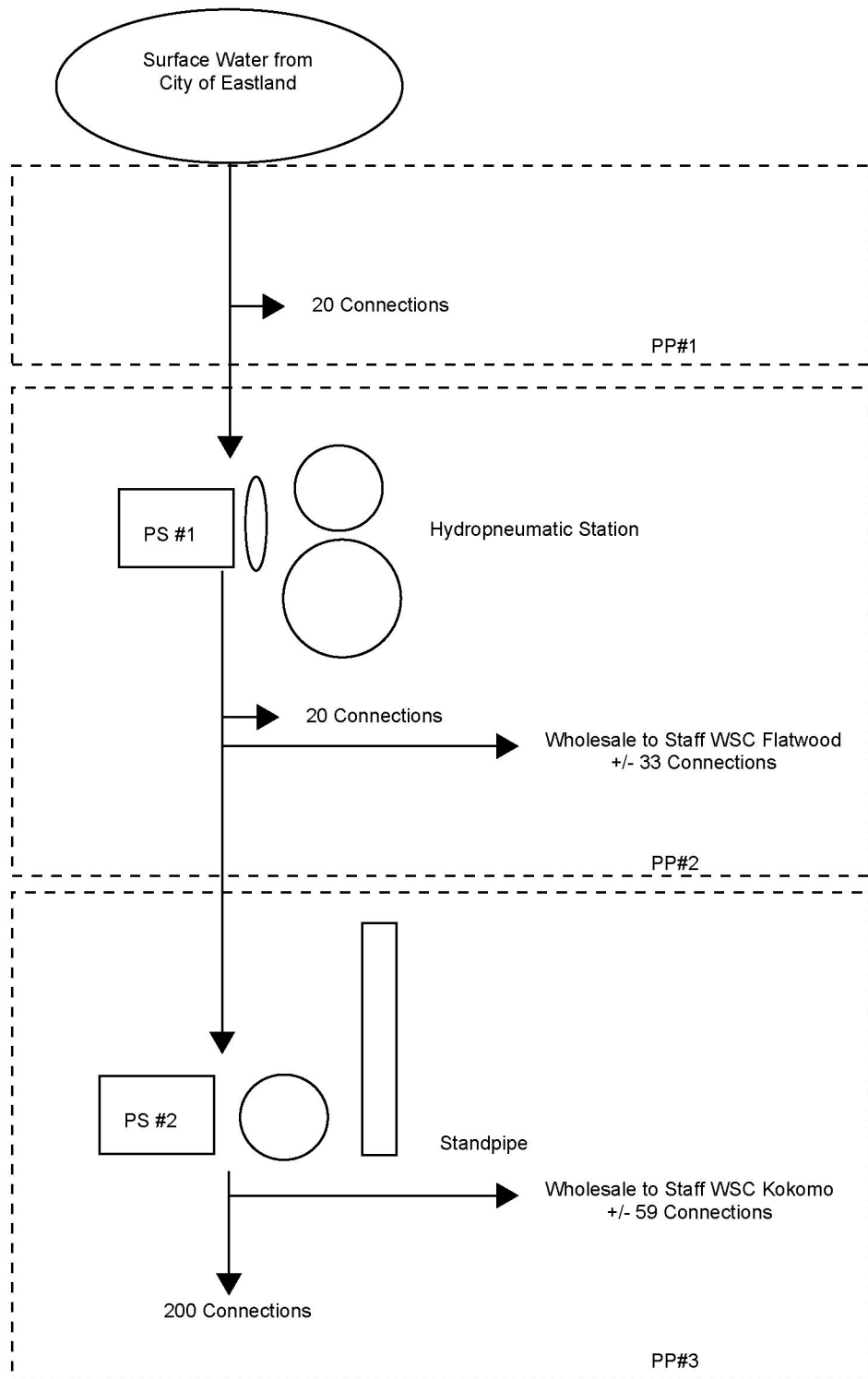
3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

1508 Santa Fe, Suite 203  
Weatherford, TX 76086  
817.594.9880

1014 Broadway  
Lubbock, TX 79401  
806.368.6375

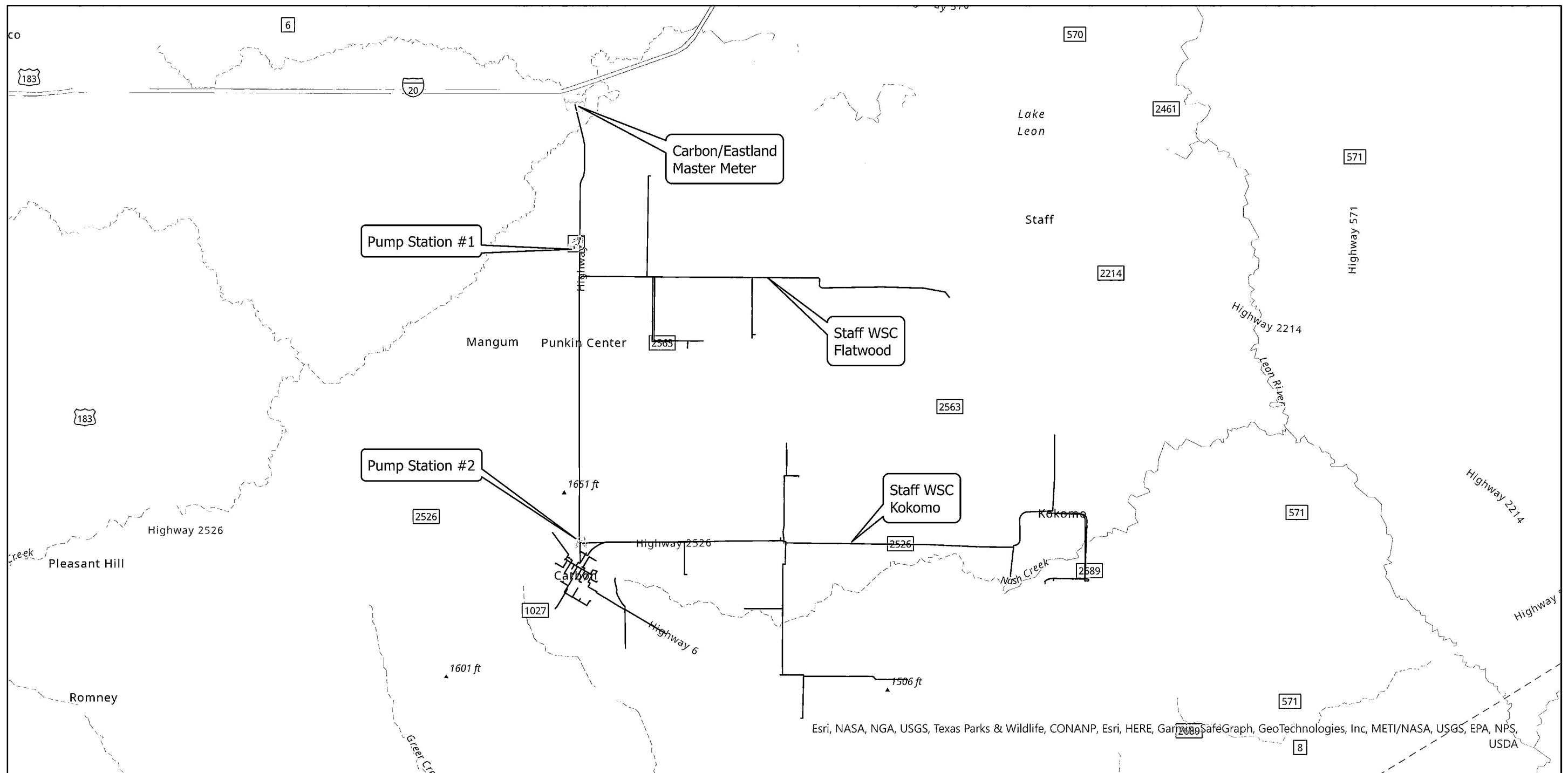


TBPE Firm #: 2448  
TBAE Firm #: BR 2261  
TBPLS Firm #: 10194493

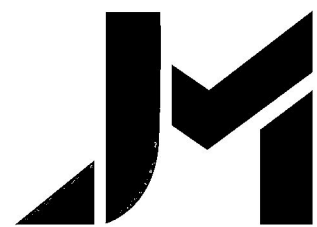


CITY OF CARBON SYSTEM SCHEMATIC





Esri, NASA, NGA, USGS, Texas Parks & Wildlife, CONANP, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, USDA



**JACOB  
MARTIN**

# City of Carbon Water System Map November 2022

