

THE STATE OF TEXAS §
 §
COUNTY OF WEBB §

WATER WELL CONSTRUCTION CONTRACT

THIS WATER WELL CONSTRUCTION CONTRACT (the "Contract" or "Agreement"), made and entered into as of this 25th day of August, by and between Webb County, a political subdivision of the State of Texas, acting through its Commissioners Court, 1000 Houston Street, Laredo, Texas 78040 (hereinafter "Owner"), and Bull's Eye Services, LLC, P.O. Box 1408, Pearsall, Texas 78061 (hereinafter "Contractor"). Under this Contract, Owner and Contractor will individually be referred to as a "Party" and collectively as the "Parties."

Recitals

Whereas, the Contractor is a Texas limited liability company who performs water well construction services; and

Whereas, Owner desires to contract with Contractor for the construction of non-potable water well at the Owner's property located at the Webb County Road & Bridge Los Botines Lot, 328 Pearson Moss Lane, Webb County, Texas 78045 (27° 45'50.4'' N99° 27'38.6'') (the "Project"); and

Whereas, the Contractor desires to perform services related to the Project;

NOW, THEREFORE, the Parties, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

Article I. Project and Definitions

Section 1.01 The Project. The Project is for the construction of a water well on Owner's property located at or near 328 Pearson Moss Lane, Webb County, Texas 78045 (27° 45'50.4'' N99° 27'38.6''), which is located on Webb County's Road and Bridge Los Botines Lot, and pursuant to the Contractor's Proposal which is attached as **Exhibit "A"**, and incorporated by reference and made part of the Contract. Generally, the Project consists of at least the following:

- (a) Drilling a 750 linear foot water well;
- (b) Installation of at least a 10,000-gallon non-potable water storage tank;
- (c) Installation of a submersible pump system;
- (d) Water Truck filling Pumping System;
- (e) Electrical system installation (including control panel, conduit, wiring, grounding and lighting arrestor); and

- (f) Well Yield Testing System Performance Testing, Disinfection, and Training)

Article II. Scope of Work

Section 2.01 Scope of Work. The Owner and the Contractor agree the Contractor shall furnish all labor, materials, ladders (rig), tools, equipment, supplies, and incidental materials, etc. necessary for the prosecution and completion of (the “Work”) for the Project described in Section 1.01. Further, Contractor shall follow the attached “Scope of Work” which is attached as **Exhibit “B”**, and incorporated by reference and made part of the Contract.

Article III. Contract Price

Section 3.01 Contract Price. The Owner agrees to pay the Contractor for the performance of the Work the sum of TWO HUNDRED THOUSAND FOUR HUNDRED THIRTY-SEVEN DOLLARS (\$200,437.00).

Section 3.02 Adjustment to Contract Price. The Parties acknowledge the Contractor’s bid amount is based on drilling a 750-linear foot well which hits a water reservoir sufficient for the Owner’s needs. The Contractor’s bid is based on a per foot basis. Therefore, the Parties shall adjust the Contract Price based on the amount of feet necessary for the Contractor to successfully hit the desired water reservoir based on the necessary depth needed. Such adjustment to the Contract Price shall be performed pursuant to Article IX below.

Section 3.04 Dry Well. The Parties acknowledge that drilling for water in Webb County is not precise and there is a possibility the Contractor may not find a suitable water reservoir on a specific drill attempt (a “Dry Well”). If any Dry wells are drilled, the Contractor agrees to plug them. The Owner acknowledges and agrees to pay the Contractor its reasonable costs for drilling any Dry Wells including plugging same.

Article IV. Contract Documents, Correlation and Intent

Section 4.01 Contract Documents, Correlations and Intent.

- (a) The Contract Documents consist of the following:
- (i) The Contract or Agreement.
 - (ii) Change Orders and modifications issued after execution.
 - (iii) Bid submitted by Contractor dated July 16, 2025 (*See Exhibit A attached*)
 - (iv) Scope of Work (*See Attached Exhibit B attached*)
- (b) All the Contract Documents shall be read together as complimentary and the rights

and obligations thereunder shall be deemed cumulative.

- (c) Qualifications and exclusions contained in the contractor's proposal for the Work are not accepted or agreed to unless specifically incorporated into this Contract.
- (d) The Contractor represents it is familiar with and has expertise in the scope of this trade and the Work.
- (e) Drawing references are for the Contractor's convenience and shall in no way limit the Scope of the Work.
- (f) Words used herein that have well known technical or trade meanings shall be construed according to their customary meaning within the water well construction industry.

Article V. Contract Administration and Owner's Representative

Section 5.01 Owner's Representative. The Owner's representative, as assigned by Webb County on a project-by-project basis, will be the contact person for Contractor. The County Representative for this Project is **Guillermo Cuellar, P.E., Webb County Engineering Department**. Prior to the commencement of work under this contract; Contractor shall obtain authorization to commence work hereunder from the County Representative. Contractor shall provide competent, full-time supervision of the work at all times during the term of this agreement.

Section 5.02 Responsibility for Construction Means and Methods, Etc. Neither the Owner nor the Owner's Representative shall be responsible for the Contractor's (a) construction means, methods, or techniques, (b) safety precaution programs, (c) acts or omissions, or (d) failure to carry out the Work in accordance with the Contract Documents.

Article VI Contractor's Responsibilities

Section 6.01 Adherence to Contract Documents. The Contractor shall perform the Work in strict accordance with the Contract Documents.

Section 6.02 Supervision. The Contractor shall use its best skill and attention for the proper administration, coordination, supervision, and superintendence of the Work. The Contractor shall, when called upon by the Owner or the Owner's Representative, report the general progress of the Work, and shall cause a competent and responsible representative to attend such meetings as are called by the Owner or the Owner's Representative.

Section 6.03 Labor. The Contractor shall furnish and maintain an adequate staff and work force of skilled, competent, experienced, reliable, and honest workers on the Project to carry out the Contractor's obligations hereunder in an efficient and timely

manner until completion of the Work and shall enforce discipline and order among the Contractor's employees and shall not employ on the Project any unfit person or anyone not properly skilled or trained in the task assigned.

Section 6.04 Non-Discrimination. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or ancestry. The Contractor shall take affirmative action to ensure applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, age, national origin, or ancestry. Such action shall include, but shall not be limited to, the following: employment, job classification, upgrading, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for and quality of training, including apprenticeship.

Section 6.05 Permits and Legal Requirements. The Contractor shall secure, maintain, renew, and pay for all permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work called for under this Contract. The Contractor further agrees all Work shall be performed in accordance with and all materials furnished by it under this Contract shall comply strictly with all applicable laws, rules, regulations, ordinances, codes, and orders of all federal, state, and local governmental authorities, agencies, departments, or bureaus having jurisdiction and which affect the Work hereunder (the "Legal Requirements") without extra charge or expense. **The Contractor will be responsible for a violation of any such Legal Requirements arising out of the performance of the Work by the Contractor and will indemnify and save harmless the Owner and the Owner's Representative from and against any fine or expense, including reasonable attorneys' fees and disbursements, resulting to them by reason of any such violation by the Contractor.** The Contractor shall cooperate with the Owner and the Owner's Representative by, among other things, appearing at any court, administrative, or legal proceedings or hearings held in connection with alleged violations of such Legal Requirements.

Section 6.06 Taxes. The Contractor agrees to pay and hereby assumes full and exclusive liability for the payment of all contributions or taxes imposed by the laws of United States or by the laws of any state or city and which are measured by the wages, salaries, or other remuneration paid to persons employed by the Contractor on the Work to be performed hereunder or by material and equipment cost therefor. If the Owner requests, the Contractor shall furnish the Owner such payroll information or employment records as may be necessary to enable the Owner to comply with any law imposing such contributions or taxes, and the Contractor agrees to reimburse the Owner for the entire amount of contributions, taxes, or penalties the Owner may be required to pay because of the failure of the Contractor to furnish such information or records, or because of the failure of the Contractor to pay such contributions or taxes. The Contract Price includes and the Contractor shall be liable for the payment of all sales, use, or other taxes of whatever nature

levied or assessed against the Owner or the Contractor arising out of the furnishing or installing by the Contractor hereunder of any kind of building materials, supplies, or equipment.

Section 6.07 Surety Bonds. As a condition of this Contract, Owner requires the Contractor to furnish a Performance Bond and a separate Payment Bond, which Payment Bond shall provide a direct right of action against the surety by a claimant. Each such Bond shall be in the sum equal to 100% of the Contract Price, shall be in form and substance satisfactory to the Owner and shall be underwritten by a surety company authorized to do business in the Texas and rated A-:VII or better by A.M. Best Company (Best's Key Rating Guide, current Edition, and as amended) . Unless otherwise provided for in the Contract Documents, the premium for said bond shall be paid for by the Contractor. Contractor shall supply the required Performance/Payment bonds to Owner within Seven (7) days of execution of this Contract or not later than Ten (10) working days prior the date of the scheduled installation of materials under this contract which shall be the "DEADLINE" for compliance herewith and which both parties have mutually agreed to as an "Express Condition Precedent" to this contract. Failure to furnish such bonds within the timeframe provided herein shall constitute a material default hereunder.

Section 6.08 Handling of Tools, Equipment, and Materials.

(a) The Contractor is responsible for the handling and distribution of its own tools, equipment, and materials. The Contractor shall confine its tools, equipment, and materials and its operations to areas permitted by Legal Requirements or as directed by the Owner's Representative.

(b) The Contractor shall organize and coordinate, well in advance of the time required on the Project, the procurement and delivery of all necessary materials, supplies, and equipment at the Project site so that they will be available at the Project as needed for timely completion of the Work.

Section 6.10 Property Conditions. By executing this Contract, the Contractor represents it has visited the Property (job site), familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents. The Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents and shall not unreasonably encumber the Property with any materials or equipment. The Contractor shall coordinate all the Contractor's operations with and secure approval from the Owner's Representative before using any portion of the Property.

Section 6.11 Reports, Schedules, Etc.

(a) The Contractor shall provide within ten (10) days of request from the Owner's Representative a proposed schedule of deliveries of materials to the Project with periodic update of the status of progress of such material deliveries within seven (7) days of request by the Owner's Representative.

(b) The Contractor shall, each morning after the commencement of the Work each day, report to the Owner's Representative the number of men (with description of the Work) and equipment on the Project.

(c) The Contractor shall be responsible for the preparation and cost of any affidavit or instrument or supporting data regarding the Work to be performed hereunder and which is required for compliance with any requirements of any governmental authority having jurisdiction.

(d) Whenever required by the Owner, it shall be the duty of the Contractor to file with the Owner, without charge and within five (5) days of written request, a verified statement, in a form satisfactory to the Owner, certifying the amounts then due and owing for labor and materials furnished under the terms of this Contract and setting forth therein the subcontractors or suppliers who remain unpaid and the amounts due to each.

(e) The Contractor shall promptly notify the Owner's Representative in writing of any accidents to persons or property.

Section 6.12 Damaged Materials and Work. Material which has become damaged in any way during storage and delivery shall not be used and shall be replaced by the Contractor at no additional cost. Completed work of this Contractor shall be free of defects.

Section 6.13 Quality of Workmanship and Materials. The Contractor shall perform the Work strictly in accordance with the best modern construction practices and shall use only the highest standard of workmanship and new materials of best quality, subject to the specific requirements of the drawings and specifications.

Section 6.14 Construction Means and Methods. The Contractor shall be solely responsible for the means and methods of construction of the Work and for the safe performance of the Work hereunder.

Section 6.15 Project Meetings. The Contractor shall attend and participate in all regular progress meetings and special job meetings the Owner's Representative calls.

Article VII. Project Schedule and Completion of the Work

Section 7.01 Time for Completion of the Work. It is understood and agreed that time is of the essence in the commencement, prosecution, and completion of the Work. The Contractor shall and will proceed with the Work and every part and detail thereof in a

prompt and diligent manner and shall and will do the several parts thereof at such times and in such order as the Owner's Representative may direct. The Contractor shall and will wholly finish the said Work according to the Contract Documents and as required in order to maintain the progress of construction of the Project and in accordance with the time schedules, starting dates, and completion dates, if any, set forth in this Contract, except the Contractor's time for completion as hereinbefore set forth shall be extended by reason of any delay resulting from causes beyond the Contractor's control as provided in Section 7.02 herein.

Section 7.02 Delays, Damages, and Extensions of Time.

(a) The Contractor shall provide adequate manpower to keep up with the progress of the Work. It is understood Contractor shall perform the Work during the hours of at least 8:00 a.m. to 5:00 p.m. Monday through Friday. However, Contractor will work overtime at its own expense when its manpower is inadequate to keep up with the progress of the Work.

(b) The Contractor shall not cause any unnecessary hindrance or delay to other subcontractors on the Project and shall bear all damages incurred by other subcontractors by the Contractor's operations.

(c) Should the Work be obstructed or delayed by any act, neglect, delay, or default of the Owner, or by reason of Acts of God, accidents, strikes, or labor disputes, war, governmental preemption in connection with a national emergency, rules, orders or regulations of any department, bureau, or subdivision of any governmental agency, or any other causes beyond the reasonable control of the Contractor, then the time for the completion of the Work shall be extended for a period equal to the time lost by reason of the causes aforesaid as approved by the Owner's Representative, but no such allowance shall be made unless a written claim therefor be presented to the Owner and the Owner's Representative within three (3) working days after the commencement of such delay. No charge shall be made by the Contractor for storage of materials, tools, and equipment on the Work during such delay and no claim shall be made by the Contractor for damages for any such delay or cessation of Work.

(d) It is specifically agreed by the Contractor that under no circumstances will the Contractor look to or make any monetary claim against the Owner for the consequences of any delay resulting from directions given or not given by the Owner's Representative including scheduling and coordination of the Work. **Contractor agrees that it is not entitled to any damages for delay under this Contract and Contractor is only entitled to an extension of contract time due to any foreseen or unforeseen delays.**

(e) If the Contractor or any of its subcontractors or suppliers shall delay

the progress of the Work and, as a result thereof, the Owner shall incur damages, the Contractor shall be responsible for same and shall indemnify and hold harmless the Owner on account of any such damages.

(f) With respect to the Contractor's right to a time extension due to strikes, if the acts of the Contractor cause a strike or boycott, no extension of time shall be granted based thereon and if said acts shall cause a delay to the Project, the Contractor shall be responsible therefor.

(g) The Contractor shall perform such out-of-sequence Work as is normally performed by Contractor's respective trade at no additional cost.

(h) The Contractor shall perform all punch-list work only at times as will not unreasonably interfere with the use or occupancy of the Project at no additional cost to the Owner.

Section 7.03 Time of Commencement and Substantial Completion. The Work to be performed under this Contract shall commence on a date established by the Owner's Representative (the "Commencement Date") established by the Issuance of a "Notice to Proceed" and, subject to the Owner's authorized adjustments and interruptions in the Work, shall be substantially completed no later than ONE HUNDRED TWENTY DAYS (120) calendar days from the date set in the "Notice to Proceed" (the "Substantial Completion Date"). Unnecessary interruption in the Work or failure to supply enough labor to adequately complete the Work with diligence will permit the Owner to have the right to seek any redress available under the terms of this Contract or as are available in law or equity.

Section 7.04 Liquidated Damages. In the event the Work is not completed by the Substantial Completion Date, because of the fault of the Contractor, the amount owed the Contractor shall be reduced by Four Hundred Dollars (\$400) per day from the Substantial Completion Date to the Actual Completion Date. Owner and Contractor agree that liquidated damages as described in this Contract are a genuine estimate of the Owner's sole remedy for such delay. Delay caused by Force Majeure events or by actions of the Owner shall not constitute resulting in the payment of liquidated damages.

Article VIII. Inspection, Testing, and Correction of the Work

Section 8.01 Inspection and Correction of the Work. The Contractor shall provide, sufficient safe and proper facilities at all times for the Owner's Representative (or their authorized representatives) inspection of the Work. The Contractor shall, within twenty-four (24) hours after receiving written notice from the Owner or the Owner's Representative, at its own cost and expense, proceed to remove from the Property all materials rejected by the Owner or the Owner's Representative as not complying with the Contract Documents, whether worked or unworked, and to remove all portions of the

Scope of Work: Non-Potable Water Well Installation at Webb County Road & Bridge Los Botines Lot

Project Goal: To design, permit, drill, construct, equip, and commission a non-potable water supply well at the Webb County Road & Bridge Los Botines Lot. This system will provide a reliable water source for operational needs, including supplying water to a mobile home office (for non-potable uses like toilets and cleaning) and facilitating the filling of holding tanks for water trucks used by the Webb County Road & Bridge department. The project also includes the installation and connection of a 10,000-gallon water storage tank to the well system, and a dedicated pumping system for efficient water truck filling from this tank.

Location: Webb County Road & Bridge Los Botines Lot, 328 Pearson Moss Ln., Webb County, Texas. 78045 (27°45'50.4"N 99°27'38.6"W)

Submitted by: Guillermo B. Cuellar, P.E.
Guillermo Cuellar, P.E.

Prepared by: Matthew Martin, E.I.T.
Matthew Martin, E.I.T.

I. General Project Requirements & Responsibilities

- **Permitting:** The Contractor shall be responsible for obtaining all necessary permits from regulatory agencies, including but not limited to the Texas Water Development Board (TWDB), local groundwater conservation districts (if applicable), Webb County, and any other relevant federal, state, or local authorities. All permitting fees shall be the responsibility of the Contractor unless otherwise agreed upon in writing.
- **Safety:** The Contractor shall adhere to all applicable OSHA safety regulations and best practices throughout the project duration. This includes, but is not limited to, the provision of personal protective equipment (PPE), site safety plans, and proper equipment operation.
- **Site Access & Restoration:** The Contractor shall be responsible for maintaining clear and safe access to the well site, tank installation area, and truck filling station. Upon completion, the Contractor shall restore the site to its original or an improved condition, including removal of all debris, excess materials, and compaction of disturbed areas.
- **Reporting & Documentation:** The Contractor shall provide daily progress reports, well logs, material manifests, pump test data, water quality analysis reports (for non-potable parameters), and as-built drawings upon project completion.
- **Warranty:** The Contractor shall provide a minimum one-year warranty on all materials and workmanship from the date of final acceptance.

II. Well Drilling & Construction

- **Borehole Depth:** The well borehole is anticipated to be between 600 and 750 feet deep, based on TWDB data for the area. The final depth will be determined by the driller based on encountering sufficient water-bearing formations.

EXHIBIT "B"

- Drilling Method: Rotary drilling (mud or air rotary, as appropriate for geological conditions) utilizing a certified and licensed water well driller.
- Borehole Diameter: 12-inch diameter borehole to accommodate casing and pump.
- E-Log Requirement: Prior to the installation of any casing, the Contractor shall perform geophysical (e-log) logging of the open borehole. The e-log shall include, at a minimum, natural gamma and resistivity logs. The purpose of the e-log is to accurately identify and characterize water-bearing formations, determine formation lithology, and assist in the final design of the well screen and gravel pack.
- Casing:
 - Material: Minimum 6-inch diameter, Schedule 40 PVC well casing. Steel casing (A53 Grade B or equivalent) may be considered for the surface casing depending on geological conditions and regulatory requirements. Note: NSF/ANSI Standard 61 certification is not strictly required for non-potable applications but can be considered for durability.
 - Installation: Casing shall be installed plumb and centered in the borehole. All joints shall be watertight and secured according to industry standards.
 - Grouting: Annular space between the borehole and casing shall be pressure-grouted from the bottom up to the land surface with a bentonite-cement grout mixture to seal off undesirable formations and prevent contamination. Grout shall meet TWDB specifications.
- Screen:
 - Material: 6-inch diameter PVC well screen with appropriate slot size for the encountered formation. Stainless steel screen (Type 304 or 316L) may be considered for enhanced durability. Note: NSF/ANSI Standard 61 certification is not strictly required for non-potable applications.
 - Length & Placement: Screen length and placement will be determined by the driller based on geological conditions and water-bearing zones, typically 20-40 feet of screen.
- Filter Pack: A graded silica sand or gravel pack shall be installed in the annular space around the well screen. The filter pack material shall be specifically sized based on the e-log data and formation samples to prevent sand production and optimize well efficiency. The filter pack shall extend a minimum of 5 feet above the top of the well screen
- Well Completion:
 - Sanitary Seal: A watertight well cap or seal shall be installed at the top of the well casing to prevent surface contamination.
 - Concrete Slab:

- A reinforced concrete slab (minimum 10'x10'x6") shall be constructed to accommodate the wellhead, pressure tank, control panel, and any other above-ground components.
 - The slab shall be level and provide adequate support for all equipment.
 - Slab shall be designed to prevent ponding of water and promote drainage away from the wellhead.
 - Well Development: The well shall be developed using appropriate methods (e.g., surging, pumping, air lifting) until the water is clear and sand-free, and the well yield is optimized.
 - Water Quality Testing: Upon completion of well development, a certified laboratory shall perform a water quality analysis relevant to non-potable use, including but not limited to, pH, conductivity, turbidity, total dissolved solids, and any other parameters as required by Webb County or relevant regulations for the intended non-potable applications.
-

III. Well Pump System Specifications (Pre-Tank)

- Pump Type: Submersible well pump.
- Pump Sizing: A 5 horsepower (HP) submersible well pump shall be utilized.
- Pump Material: Stainless steel (304 or 316) or equivalent corrosion-resistant materials for pump and motor.
- Motor: NEMA standard submersible motor, properly sized for the pump, compatible with single-phase, 220V power supply.
- Cable: Submersible pump cable, adequately sized for the pump motor and depth, rated for continuous underwater service.
- Drop Pipe: Galvanized steel or PVC drop pipe, appropriately sized to minimize friction loss and support the pump and cable. Schedule 80 PVC recommended for depths exceeding 200 feet.
- Pressure Tank: Minimum 86-gallon ASME rated galvanized steel or composite diaphragm-type pressure tank, sized to provide adequate water storage and reduce pump cycling. Larger tank may be required based on demand.
- Pressure Switch: Adjustable pressure switch with appropriate pressure range (e.g., 40-60 psi).
- Pressure Gauge: Stainless steel pressure gauge.
- Check Valve: Spring-loaded check valve installed above the pump to prevent backflow.
- Valves: Isolation valves (ball valves or gate valves) for maintenance and system control.
- Sampling Port: Dedicated sampling port with a ball valve for water quality testing.

- Mobile Home Office Connection: Install a 1-inch diameter pipe and ball valve connection point from pressure tank
-

IV. Electrical Specifications (Overall System)

- Power Supply: Only single-phase, 220V (nominal 240V) power will be available from the existing electrical service at the Los Botines Lot. Contractor will be responsible for installation and connection of all electrical components to existing distribution box, all equipment will be located within approximately 50 ft. of electric utility connection. Contractor to verify available amperage and coordinate with local utility provider if upgrades are required to meet the combined electrical demands of the well pump and the new truck filling pump within the 220V single-phase constraint.
 - Control Panel (Well Pump): NEMA 3R (outdoor rated) control panel with appropriate motor starter, overcurrent protection, circuit breakers, and manual disconnect switch, specifically designed for a 5 HP, 240V single-phase submersible pump operation.
 - Conduit: All electrical wiring shall be installed in rigid PVC or galvanized rigid steel conduit, buried to appropriate depths as per NEC and local codes.
 - Wiring: All wiring shall be copper, sized appropriately for all pump motors and other electrical components, and installed in accordance with the National Electrical Code (NEC) and local regulations.
 - Grounding: The entire electrical system shall be properly grounded to prevent electrical hazards.
 - Lightning Arrestor: Surge protection/lightning arrestor shall be installed at the wellhead control panel and for the truck filling pump panel.
-

V. Water Storage Tank Installation & Connection

- Tank Type & Capacity: Supply and install one (1) 10,000-gallon non-potable water storage tank. The tank shall be constructed from durable, UV-resistant material suitable for outdoor storage of non-potable water (e.g., poly-ribbed, corrugated steel with appropriate lining).
- Foundation: Will be provided and installed by Webb County Road & Bridge Department.
- Piping & Connections (Well to Tank):
 - Install all necessary piping from the well pump discharge to the inlet of the 10,000-gallon storage tank. Piping shall be sized appropriately for flow rate and pressure, utilizing Schedule 40 PVC or equivalent, suitable for non-potable water transfer.
 - Include a float switch or equivalent level control mechanism within the tank to automatically shut off the well pump when the tank is full and restart it when the water level drops, preventing overflow and ensuring continuous supply.

- Install a dedicated overflow pipe from the tank to a suitable drainage area, preventing erosion or damage around the tank.
 - Install a drain valve at the bottom of the tank for periodic cleaning and maintenance.
 - Tank Venting: Ensure the tank is properly vented to allow for air exchange during filling and discharge, preventing vacuum or pressure buildup.
 - Signage: Clearly label the tank and all associated piping as "NON-POTABLE WATER – DO NOT DRINK" with appropriate signage at all access and discharge points.
-

VI. Water Truck Filling Pumping System (Post-Tank)

- Pump Type: Supply and install a robust, self-priming centrifugal or close-coupled pump designed for high flow rates, suitable for transferring non-potable water from the 10,000-gallon storage tank to water trucks.
- Pump Sizing: The pump shall be sized to achieve a minimum flow rate of 100 gallons per minute (GPM) at a discharge pressure adequate for efficient truck filling. The Contractor shall calculate and verify pump sizing based on estimated friction losses and desired filling times. (Typical sizing for this flow rate might be 5-10 HP, but confirmation is required).
- Motor: NEMA standard electric motor, sized appropriately for the pump, compatible with the available single-phase, 220V power supply.
- Piping (Tank to Pump to Truck):
 - Install appropriate suction piping from the bottom of the 10,000-gallon tank to the inlet of the truck filling pump, incorporating a screen or strainer to prevent debris from entering the pump.
 - Install discharge piping from the pump to the truck filling station. Piping shall be a minimum of 2-inch diameter (or larger, depending on calculated flow and pressure losses) and constructed of Schedule 40 PVC or galvanized steel, suitable for non-potable water.
- Control Panel (Truck Filling Pump): Provide and install a dedicated NEMA 3R (outdoor rated) control panel for the truck filling pump, including:
 - Motor starter with thermal overload protection.
 - Circuit breaker and manual disconnect switch.
 - Start/Stop pushbuttons.
 - Run-dry protection for the pump, tied to a low-level sensor in the 10,000-gallon tank to prevent damage if the tank runs low.
- Pressure Gauge: Install a pressure gauge on the discharge side of the truck filling pump.

- Check Valve: Install a check valve on the discharge side of the pump to prevent backflow into the tank.
 - Truck Filling Station Components:
 - Install a robust, weather-resistant 2-inch cam-lock quick-connect fitting attached to heavy duty 2-inch flexible hose for truck connection.
 - Provide a gate valve or full-port ball valve immediately upstream of the truck filling connection for manual flow control.
 - Install an overhead filling mast arm at a minimum height of 14 ft. and a minimum reach of 8 ft., with attached flexible hose
 - Provide a 3-way ball valve, clearly labeled, for manual flow selection between cam-lock quick-connect fitting and overhead mast dispenser.
 - Signage: Clearly label the truck filling station as "NON-POTABLE WATER – FOR TRUCK FILLING ONLY – NOT FOR DRINKING".
-

VII. Materials & General Specifications

- All materials shall be new, of high quality, and suitable for their intended non-potable water applications.
 - All materials shall meet or exceed applicable ASTM, AWWA, and other relevant industry standards.
 - All work shall be performed by qualified and licensed personnel.
 - All work shall comply with all applicable federal, state, and local codes, ordinances, and regulations.
-

VIII. Testing & Commissioning

- Well Yield Test: A minimum 24-hour constant rate pump test shall be conducted to determine the well's sustained yield, drawdown, and recovery.
- Pump Performance Test (Well): The installed well pump system shall be tested to verify flow rate, pressure, and electrical consumption meet design specifications.
- Pump Performance Test (Truck Filling): The installed truck filling pump system shall be tested to verify the specified flow rate (100 GPM minimum) and discharge pressure are achieved during truck filling operations.
- System Functionality Test: The entire well, pump, and storage tank system, including all automated controls and discharge points (mobile office and truck filling station), shall be tested to ensure proper and continuous operation.

- Training: The Contractor shall provide basic operational and maintenance training to Webb County personnel upon project completion for both the well system and the truck filling pump system.
-

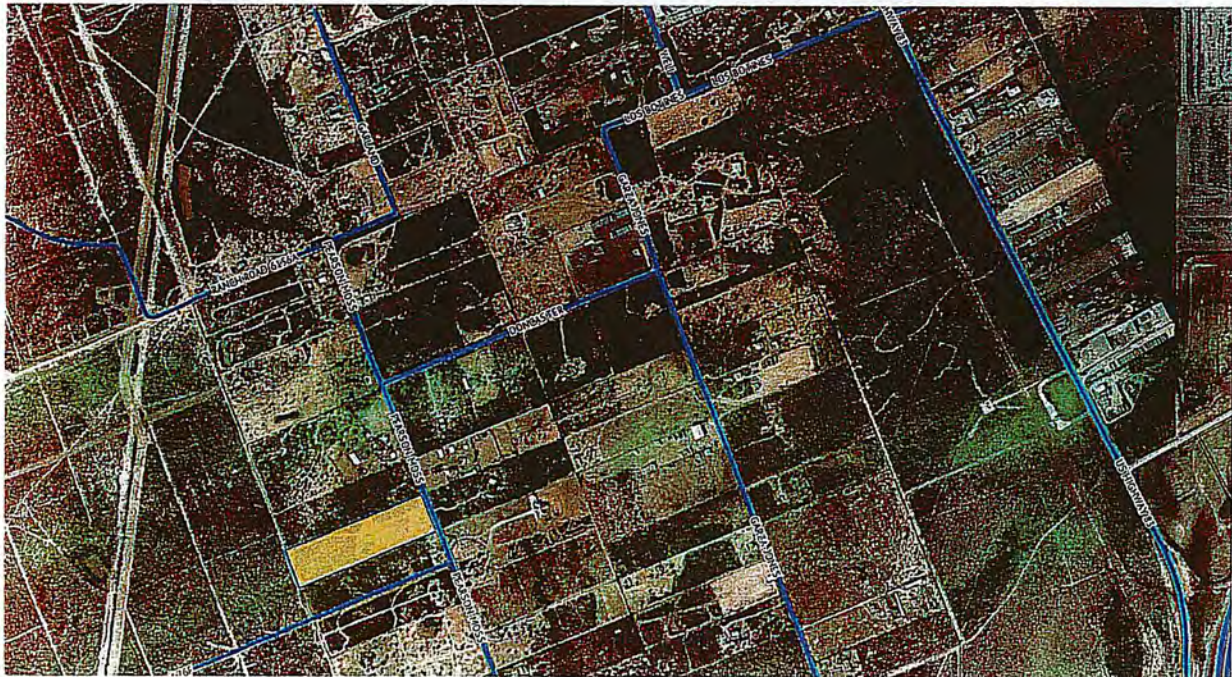
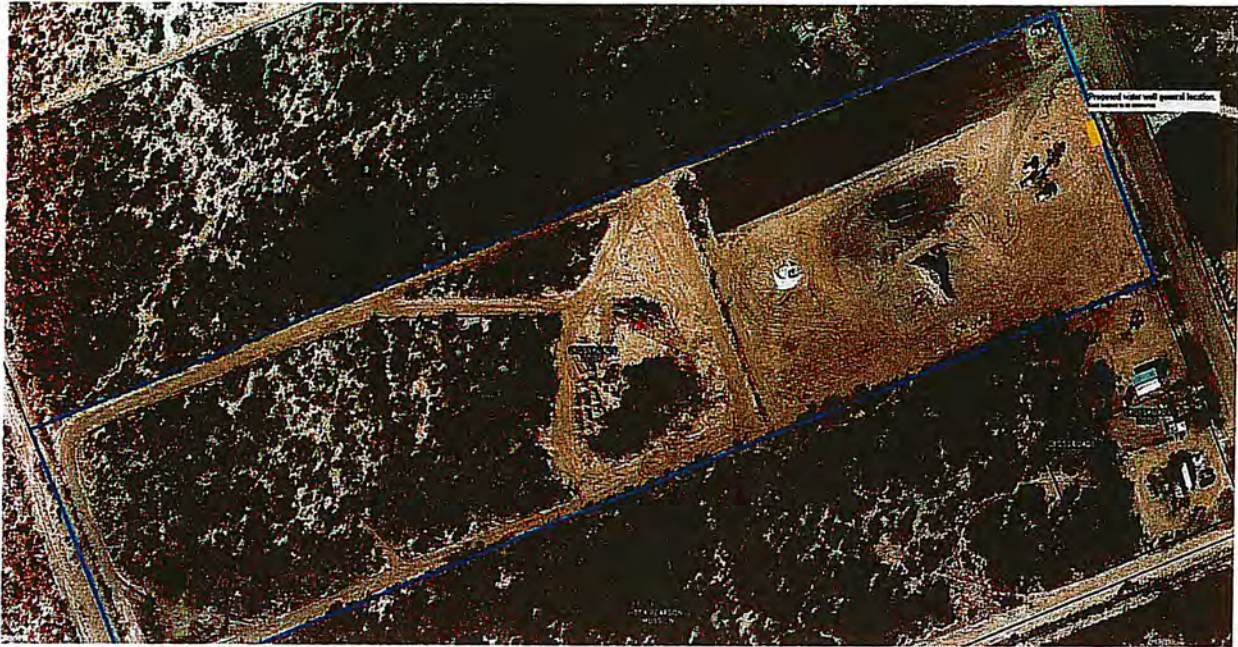
IX. Exclusions

- Connection of the non-potable well water to any existing or future potable water plumbing systems.
 - Installation of any water treatment systems (e.g., filtration, softening) unless specifically requested and added to the scope of work.
 - Any hazardous material abatement not explicitly defined in this scope.
-

X. Deliverables

- Permit applications and approvals.
 - Daily drilling logs.
 - Geophysical (e-log) survey data and interpretation.
 - Well completion report (driller's log).
 - Pump test data and analysis (for both well and truck filling pumps).
 - Water quality analysis report (for non-potable parameters).
 - As-built drawings of the well, well pump system, water storage tank installation, and truck filling pump system.
 - Equipment manuals and warranties for all components.
 - Training documentation.
-

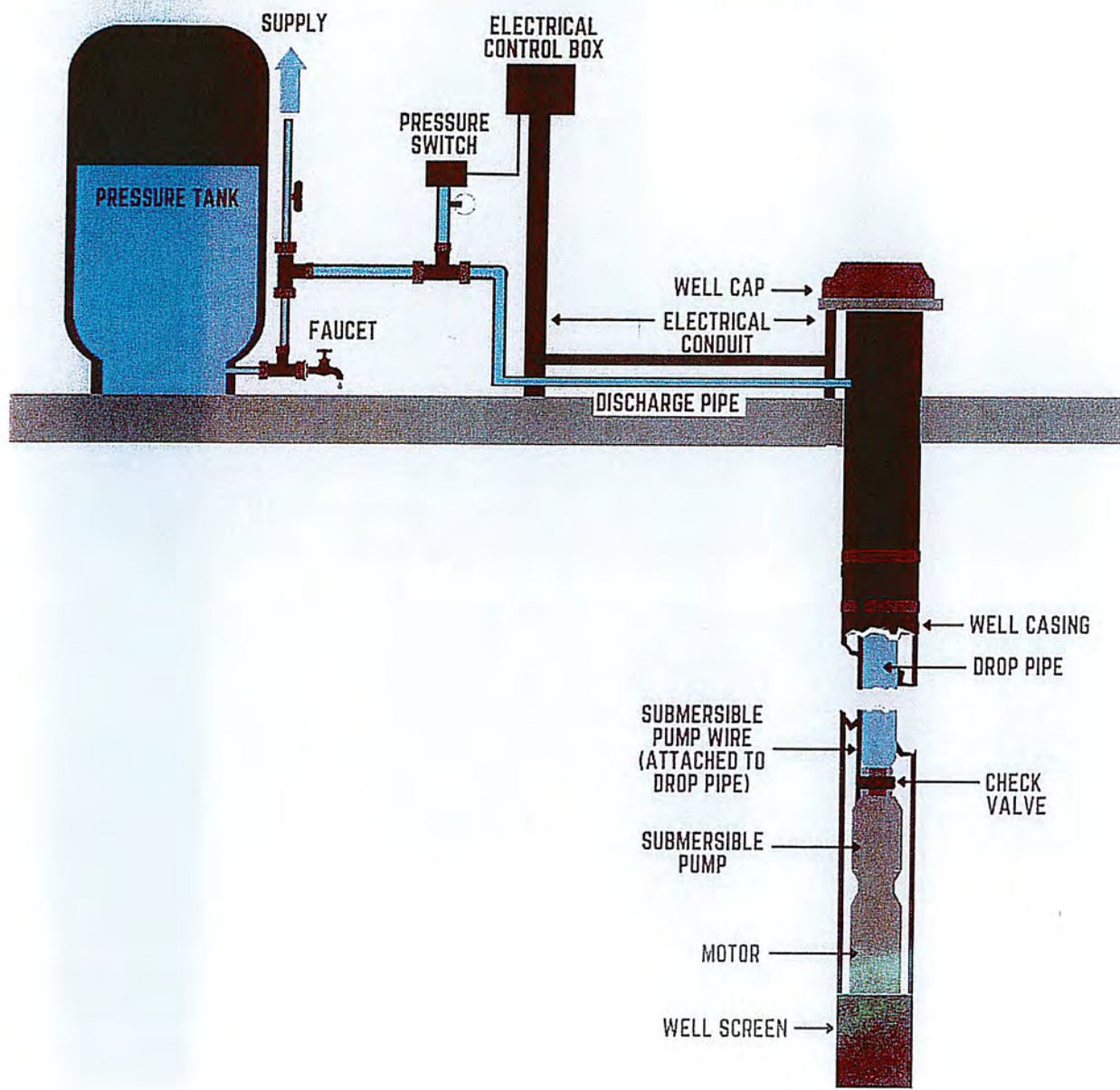
EXHIBIT "B"

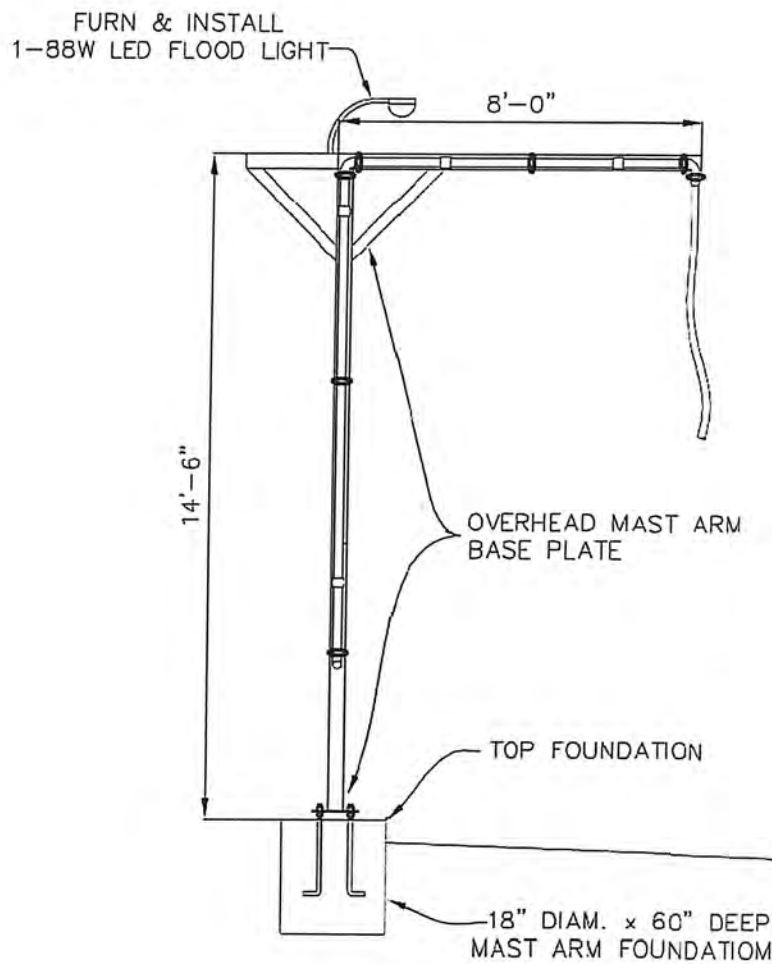




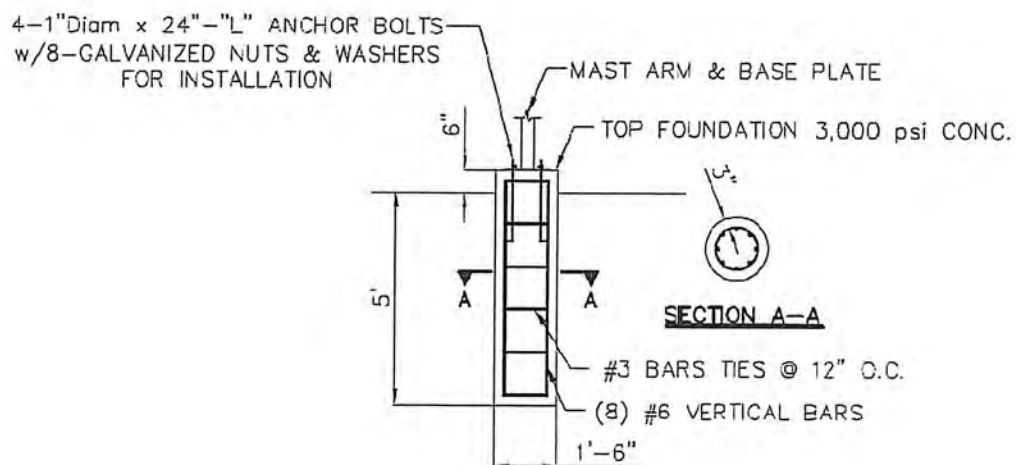
APPROX. LAYOUT, FINAL LOCATION TO BE COORDINATED WITH WEBB COUNTY ROAD & BRIDGE DEPT.

WELL WATER SYSTEM





MAST ARM ELEVATION
NOT TO SCALE



POST FOUNDATION DETAIL
NO SCALE

Work which the Owner or the Owner's Representative shall, by like written notice, reject as unsound or improper or as in any way failing to conform to the Contract Documents. Work done or materials furnished by the Contractor and not approved by the Owner or the Owner's Representative will not be accepted. The Contractor shall promptly correct all Work rejected as defective or as failing to conform to the Contract Documents whether observed before or after substantial completion of the Project and whether or not fabricated, installed, or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the Owner's other consultants' additional services made necessary thereby. The Contractor shall not be relieved from the Contractor's obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner's Representative in their administration of this Contract or by any inspections, tests, or approvals required of or performed by others.

Section 8.02 Defective Work.

(a) In case the nature of the defect of any particular portion of the Work is such that in the judgment of the Owner, it is not expedient to have the Work corrected, the Owner shall have the right to deduct such sums of money from the amount due to the Contractor as constitutes a fair and reasonable remuneration for the difference in value of the Work as furnished from that as specified or for the damage to the completed Work.

(b) Should any person or persons at any time assert a claim or institute any action, suit, or proceeding against the Owner involving the manner or sufficiency of the performance of the Work comprehended by this Contract insofar as the same relates to or affects any part or portion of the Work comprehended herein and hereby undertaken to be done and performed by the Contractor, the Contractor will upon request of the Owner promptly take over the defense of any such claim, action, suit, or proceeding at the sole cost and expense of the Contractor and will also indemnify the Owner and save them harmless from and against any and all liability, damages, judgments, costs, or expense including attorneys' fees and disbursements arising out of or in connection with any such claim, action, suit, or proceeding.

Article IX. Changes in the Work

Section 9.01 Changes in the Work.

(a) With respect to any changes requested by the Owner, the Contractor shall provide a detailed estimate of the cost and schedule impact of such change and shall not proceed with such changes until directed to do so in writing by the Owner or Owner's Representative as hereinafter provided.

(b) The Contractor shall make no claim for changes in the Work, additional Work, or extra Work unless the same shall be done in pursuance of a written order from the Owner as hereinafter provided, and notice of all such claims shall be made to the Owner's Representative and the Owner in writing within three (3) working days after

the event giving rise to such claim, or shall be considered as abandoned by the Contractor.

(c) Bills for any changes in the Work, additional Work, or extra Work shall be rendered at such time and in such form as directed by the Owner. For the purpose of verifying such bills, the Contractor shall upon request produce any and all data to determine the correctness of the charges.

(d) In the event of reimbursable extra Work, changes in the Work or additional Work performed by the Contractor the Contract Price shall be revised by one of the following methods as determined by the Owner:

(i) by a mutually agreeable estimated amount properly substantiated and itemized including a mark-up of 10% in the aggregate for overhead and profit; or

(ii) by payment of actual reasonable out-of-pocket costs determined on a time and material basis with a mark-up of 10% in the aggregate for overhead and profit; or

(iii) by a mutually agreed lump sum amount.

(e) The Contractor shall not be entitled to a mark-up upon a subcontractor's extra work which subcontractor is controlled by or otherwise affiliated with the Contractor.

(f) The Contractor shall use its best efforts in good faith to arrive at an agreeable lump sum amount and failing that shall use its best efforts in good faith to arrive at an agreeable upset price for such Work in the event such Work is performed on a time and material basis.

(g) When there is a dispute in the value in and/or existence of a change, addition, or extra Work, the Contractor shall be required to continue working on the disputed Work and shall be paid on a time and material basis as provided in this paragraph if the Work is an extra, but not if the Work is determined to be a part of this Contract.

(h) When performing Work on a time and material basis, the Contractor, on a daily basis, shall furnish to the Owner's Representative duplicate time sheets, material tickets, and slips for other miscellaneous charges, retaining copies of each and securing the signature of the Owner and Owner's Representative's representative on all time sheets, material tickets, and slips for miscellaneous charges. All signed documents shall accompany applications for payment.

(i) In the event of changes in the Work which reduce the Scope of the Work hereunder, the Contract Price shall be reduced by an appropriate amount.

Article X. Payments

Section 10.01 Payments.

(a) Partial payments of the Contract Price shall be paid by the Owner to the Contractor as follows:

Once each calendar month no later than the fifth (5th) of said month, the Contractor shall furnish to the Owner (by delivery to the Owner's Representative) a written requisition together with supporting affidavits in form and substance satisfactory to the Owner for all work completed by the Contractor up to the date of such requisition. If the Owner and the Owner's Representative approve the requisition, and all work done by the Contractor theretofore, and all work completed by the Contractor theretofore, the Owner, and the Owner's Representative are satisfied the Work still to be done and the materials still to be furnished by the Contractor can be completed within the Contract Price, the Owner, upon receipt of the Owner's Representative's approval of such requisition or so much thereof as they may have found to be correct, shall pay to the Contractor, no later than the 45th day after such requisition was furnished, a sum equal to ninety-five percent (95%) of the amount shown in such requisition, or so much thereof as the Owner's Representative may have found to be correct. Before each such payment is required, the Contractor shall give to the Owner's Representative and the Owner good and sufficient evidence the premises are free from all liens and claims chargeable to the said Contractor.

(b) The final payment shall be made by the Owner to the Contractor as follows:

After the Work under this Contract has been completely performed and accepted by the Owner, the Contractor shall notify the Owner, and the Owner's Representative thereof. Thereafter and within sixty (60) days after the Owner, and the Owner's Representative shall have approved all Work done by the Contractor and if the Owner, and the Owner's Representative are satisfied this Contract has been completely performed, the Owner, upon receipt from the Contractor of a waiver of materialman's and mechanics' lien and a general release of the Owner and the Owner's Representative duly executed by the Contractor, together with good and sufficient evidence the premises are free from all liens and claims chargeable to the said Contractor, shall pay the balance owing to the Contractor. If at any time there be any lien or claim for which, if established, the Owner or the said premises may be made liable and which would be chargeable to the Contractor, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to indemnify the Owner completely against any and all costs and expenses arising out of such lien or claim until the same shall be effectually satisfied, discharged, or canceled and should there prove to be any such lien or claim after all payments are made, the Contractor shall pay to the Owner all monies they may be compelled to pay in discharging any such lien or claim.

(c) No payment made under this Contract shall be evidence of performance of this Contract either wholly or in part against any claim of the Owner and no payment shall be construed to be an acceptance of any defective Work.

(d) Notwithstanding any provisions in this Contract to the contrary, amounts held back by Owner pursuant to the provisions hereof shall not be released, and progress payments (to the extent provided by law) as well as final payment shall not be made to the Contractor unless and until the Contractor and all subcontractors and suppliers (as requested by Owner's Representative) shall duly execute and deliver to the Owner written releases of claims and of liens (which releases of lien shall be a partial releases as provided by law) in a form acceptable to the Owner. Progress payments shall not be made hereunder unless the requisition therefore is accompanied by a waiver and release of liens for all work performed up to the last day of the next prior requisition for which payment has been made.

(e) Each requisition for payment by the Contractor, which shall constitute a representation by the Contractor that (i) the partial payment then requested to be disbursed has been incurred by the Contractor on account of the Work, (ii) the materials, supplies, and equipment for which such requisition is being submitted have been installed or incorporated in the Project or have been stored at the Property; provided, however, the Owner shall not be obligated hereby to pay or advance monies for materials stored off-site, unless, at the Owner's sole option and discretion, such is approved in advance and in writing by the Owner, (iii) the materials, supplies, and equipment are insured in accordance with the provisions of this Contract, (iv) to the best of the Contractor's knowledge, the materials, supplies, and equipment are not subject to any liens or encumbrances, (v) to the best of the Contractor's knowledge, no mechanic's, laborer's, vendor's, materialman's, or other liens have been filed in connection with the Project or any of the materials, supplies, or equipment incorporated therein or purchased in connection therewith, (vi) the Work which is the subject of such requisition has been performed in strict accordance with the Contract Documents and all applicable Legal Requirements, and (vii) the partial payment then requested to be disbursed, together with all sums previously disbursed under prior requisitions, does not exceed that portion of the Contract Price which is allocable to the portion of the Work actually completed up to the date of such requisition and the remainder of the Contract Price (as the same may have been adjusted hereunder) will be sufficient to pay in full the costs necessary to perform and complete the Work. The Contractor shall execute a payment receipt, in a form acceptable to the Owner, at the time of each payment when requested by the Owner.

(f) The Owner or the Owner's Representative may decline to approve a requisition for payment in whole or in part or decline to make a payment or may disapprove a previously approved requisition for payment because of evidence of:

- (i) defective Work not remedied;
- (ii) uninsured claims filed or ~~and~~ evidence of probable evidence of filing of such claims;
- (iii) failure of the Contractor to make payments to its

subcontractors or suppliers or employees properly due;

(iv) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price;

(v) damage to the Work or other subcontractor's work for which the Contractor is responsible;

(vi) reasonable evidence that the Work will not be completed within the required completion time;

(vii) erroneous estimates by the Contractor of the value of Work performed;

(viii) other failures of the Contractor to perform in accordance with the Contract Documents.

Section 10.02 Fixed Price. The amount of the Contract Price shall not be increased or decreased on account of any changes in costs of any materials or labor and/or on account of existing taxes, or any taxes which may be imposed hereafter by federal, state, or city governments during the life of this Contract unless the Owner agrees to such change in writing.

Section 10.03 Liens. The Contractor agrees that all materials incorporated by it in the Project and all materials delivered by it at the Property for incorporation in the Project shall be free of any and all liens, claims, chattel mortgages, and conditional sales agreements of third parties. The Contractor further agrees any monies it shall receive in payment for the Work performed under this Contract shall be received in trust and used to discharge its financial obligations with respect to the Work. The Contractor further agrees it will not file or cause to be filed any mechanic's lien for materials furnished or to be furnished and/or for labor performed or to be performed unless default shall first have been made by the Owner in making a payment under this Contract and ten days prior written notice of such default shall have been given to the Owner and the Owner's Representative. The Contractor further agrees if any subcontractor or any materialman or anyone claiming by or through such subcontractor or materialman shall file or cause to be filed any lien, the Contractor will, upon notice from the Owner or Owner's Representative, cause such lien to be canceled and discharged within ten (10) days from such notice; and in the event of the Contractor's failure to do so, the Owner shall have the right to cause such lien to be canceled and discharged by bonding or otherwise and in that event any expense so incurred by the Owner, including the premiums upon any bond furnished for such cancellation and discharge and reasonable attorneys' fees and disbursements, shall be paid by the Contractor or at the option of the Owner shall be deducted from any payment then due or thereafter becoming due from the Owner to the Contractor. In the event of any breach by the Contractor of any of the terms of this Section 10.03, the Owner shall have the option to terminate this Contract and the employment of the Contractor. Said right shall be cumulative and shall be in addition to any and all other rights and remedies herein or otherwise by law given to the Owner. Upon

receipt of evidence of the Contractor's default hereunder with respect to its obligations to make payments to its subcontractors and suppliers, the Owner reserves the right, after five (5) business days prior written notice, to retain any money due the Contractor and pay directly for labor, materials, equipment, tools, plant, facilities, services, and all other obligations of the Contractor and to deduct the amount of any such direct payments from any payments or amounts then due or thereafter to become due to the Contractor.

Article XI. Safety and Protection of Persons and Property

Section 11.01 Protection of Persons and Property.

(a) The Contractor shall protect its Work and materials by standard industry methods so that same will not be marred by the Work or workers of other trades during installation and until acceptance of the Work. The Contractor shall also temporarily protect any permanently installed work that may be damaged during installation of the Contractor's Work hereunder. The Owner and the Owner's Representative will not in any manner be answerable or accountable for any loss or damage that shall or may happen to the Work or any part or parts thereof respectively or for any of the materials or other things used and employed in finishing and completing the Work, or for injury to any person or persons, either workers or the public, or for damage to property.

(b) The Contractor further agrees it will, during the performance of the Work, take proper precautions to prevent injury or damages to persons or property, including without limitation providing, erecting and maintaining all reasonable, necessary or required safety devices for its employees, erecting proper barricades and other safeguards around its Work, and posting danger signs and other warning devices where warranted by the nature of the existing condition of the Work. In any event, the Contractor shall promptly and properly replace any safety devices provided by others or the Contractor and which are disturbed by the Contractor's operations or forces hereunder.

(c) The Contractor shall take all necessary steps to protect and secure its Work, materials, tools and equipment from vandalism, theft, and fire damage, and the Owner shall not be responsible for losses or damages to such items.

(d) The Contractor shall be responsible for compliance with all federal, state, and local safety, traffic, highway, fire, health, and environmental protection laws, rules, and regulations, and all standards, rules, and regulations which have been or shall be promulgated by the parties or agencies which administer the aforesaid laws. **The Contractor shall indemnify and hold harmless the Owner from and against any and all costs and expenses incurred by the aforesaid parties including, but not limited to, fines, penalties, attorneys' fees and expenses, work stoppages, and corrective measures that may result from acts of commission or omission by the Contractor, its subcontractors, materialmen, agents, employees, and assigns in failing to comply with the aforesaid laws, rules, and regulations or the other safety requirements set**

forth herein. The amount of such costs and expenses shall be charged to this Contractor's account.

(e) The Contractor shall be responsible for initiating, maintaining, and supervising safety precautions and programs in connection with the performance of its Work hereunder. The Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to: (i) all the Contractor's employees on the Project and all other persons on or near the Property who may be affected by the Contractor's operations; (ii) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off-site, under the care, custody, or control of the Contractor or any of the Contractor's subcontractors; (iii) other property at the Property; and (iv) the Work of the Owner or other separate contractors. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel and in accordance with all applicable Legal Requirements. The Contractor shall properly remedy all damage or loss to any property referred to herein caused in whole or in part by the Contractor, any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and for which the Contractor is responsible hereunder except damage or loss attributable to the acts or omissions of the Owner or anyone directly or indirectly employed by Owner or by anyone for whose acts any of them may be liable and not attributable to the fault or negligence of the Contractor. The foregoing obligation is in addition to the Contractor's indemnification obligations set forth elsewhere herein.

(f) The Contractor shall designate a responsible member of the Contractor's organization at the Property whose duty shall be the prevention of accidents. This person, unless notified otherwise by the Contractor, shall be the Contractor's most senior foreman at the Property.

Article XII. Indemnity and Insurance Requirements

Section 12.01 Insurance Requirements.

(a) The Contractor agrees to carry insurance for its own account of sufficient amount to cover any loss or damage that may arise on account of injuries happening to its employees, or to any other person, caused by or in connection with the operations of the Contractor under this Contract, but in any event with the minimum limits of liability set forth in Section 12.01(e) hereinafter. The Contractor shall provide copies of the policies therefor to the Owner whenever requested.

(b) The Contractor shall not commence Work under this Contract until it has obtained all the insurance referred to herein and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence Work on its

subcontract until the insurance required of the Contractor and subcontractor herein has been so obtained and approved.

(c) The Contractor further agrees to deliver to the Owner within five (5) days after the signing of this Contract and before commencing any Work hereunder a certificate of insurance, in a form satisfactory to the Owner, showing the name of the insurance company, the date of expiration of the policies, the various endorsements and coverages required herein, naming Owner as an additional insured required herein, and the limits of liability thereunder, and which certificate shall recite that thirty (30) days' prior written notice will be given to the Owner should such policies be canceled or changed during their term.

(d) All insurance required to be maintained must be procured from insurance companies authorized to do business in the State of Texas and approved by the Owner.

(e) The kinds of insurance and limits of liability required of the Contractor and any subcontractor shall be:

Kind	Limits
Worker's Compensation and Disability Benefits Insurance	State Statutory Limits
Employers Liability: Each Occurrence each accident Disease Each Occurrence Disease Aggregate	 \$1,000,000.00 \$1,000,000.00 \$1,000,000.00
Commercial General Liability: -Per-Occurrence -General Aggregate bodily Injury & Property Damage -Products Completed Operations	 \$1,000,000.00 \$1,000,000.00 \$1,000,000.00
Commercial Automobile Liability: -Per occurrence for bodily injury and Property Damage (including non-owned and hired car coverage)	 \$1,000,000.00
Builder's Risk Insurance	Amount of Contractor's Contracted amount

(f) Compliance with the foregoing requirements with respect to insurance shall not relieve the Contractor from any liability under the indemnity provisions of this Contract.

(g) The Contractor shall list the Owner as additional insured under the Contractor's liability policy(ies).

(h) If the Owner consents to any subcontracting, each subcontractor shall be required to maintain the same forms of liability insurance referred to above and all

subcontracts shall contain the same complete indemnification provisions as set forth in this Contract, indemnifying the indemnitees under this Contract and those who in order of relationship are prior to the one to whom the Contract is issued.

Section 12.02 Indemnity Requirements. The Contractor shall, to the fullest extent permitted by law, indemnify and defend the Owner, its Commissioners Court, officers, agents, and employees, and save them harmless from and against any and all claims, damages, losses, liabilities, suits, judgments, actions, and all expenses (including attorneys' fees and disbursements) arising out of any negligent or wrongful act, error, or omission or breach of contract or infringement of any patent right by the Contractor or any of its subcontractors or suppliers of any tier in connection with the performance of the Work hereunder; provided that nothing herein shall require the Contractor to indemnify or hold harmless an indemnitee hereunder to the extent such claim is caused by the negligence of such indemnitee. The foregoing indemnity shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any indemnitee hereunder. The foregoing indemnity shall include bodily injury and death of any employee of the Contractor and shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable under any applicable workers' compensation, disability benefits, or other similar employee benefits acts. Contractor further agrees that so much of the monies due under this Contract as may be considered necessary by the Owner may be retained by the Owner until all such suits or claims for damages as aforesaid shall have been settled, unless the Contractor presents satisfactory evidence of adequate insurance for same covering the Owner and the other indemnitees as additional insureds.

Article XIII. Subcontracting and Assignments or Subletting.

(a) The Contractor shall not sublet, assign, or transfer this Contract or any part thereof or any interest therein or contract any part of the Work called for by this Contract or permit the further subcontracting of any part thereof without prior written notice to the Owner and the Owner's Representative. The Contractor shall not subcontract any portion of the Work to any proposed subcontractor to whom the Owner's Representative or the Owner have objection. Every such subcontract shall require the subcontractor to be bound by and to comply with all the Contract Documents and the Contractor shall cause its subcontractors to comply with all the Contract Documents.

(b) The Contractor shall be responsible for the acts, omissions, work, materials, and equipment of the Contractor's employees, subcontractors, and suppliers and their agents and employees and any other persons directly or indirectly employed by any of them.

Article XIV. Default and Termination

Section 14.01 Owner's Right to Stop the Work and Perform the Work in the Event of Default

(a) In the event of the Contractor's default hereunder by its failure to perform any task required, the Owner may, without prejudice to any other remedy the Owner may have, upon forty-eight (48) hours prior written notice to the Contractor, but shall not be obligated to, perform or cause to be performed such task and charge the Contractor all cost and expenses incurred by the Owner in connection therewith.

(b) If the Contractor fails to correct defective Work as required elsewhere hereunder or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed by the Owner or its agent or representative, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner or its agents to exercise this right for the benefit of the Contractor or any other person or entity.

(c) If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within three (3) days after receipt of written notice from the Owner's Representative to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, but shall not be obligated to, after three (3) days following receipt by the Contractor of an additional written notice and without any prejudice to any other right or remedy the Owner may have, make good such deficiencies. In such case, an appropriate change order shall be issued deducting from the payment then or thereafter due to the Contractor all cost and expense incurred by the Owner in correcting such deficiencies, including compensation for the Owner's other consultants for additional services made necessary by such default, neglect, or failure. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

Section 14.02 Failure to Perform. Should the Contractor be adjudged bankrupt, or make a general assignment for the benefit of creditors, or should a petition under the Bankruptcy Act or under any other act relating to insolvency be filed by or against the Contractor, or should a receiver be appointed on account of its insolvency, or should the Contractor at any time refuse or neglect to supply a sufficiency of properly skilled workers or of materials of the proper quality and quantity, or fail in any respect to prosecute the Work with promptness and diligence, or fail in the performance of any of the obligations on its part herein contained, the Owner may, if the Contractor fails to cure such default within

three (3) days after receipt of written notice from the Owner, in addition to any other rights provided hereunder or otherwise by law, stop the Work and/or discontinue the employment of the Contractor hereunder and to cause the Work to be performed and completed and to deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said Work, and to enter upon the premises and take possession of all materials, tools, and equipment of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefor; and in case of discontinuance of the employment of the Contractor, it shall not be entitled to receive any further payment under this Contract and, if the expenses incurred by the Owner in finishing the Work shall exceed the unpaid balance of the amount to be paid under this Contract, the Contractor shall pay the difference to the Owner. Upon the discontinuance of the Contractor's employment hereunder, the Owner may engage the Contractor's subcontractors and suppliers to complete the Work. Owner may also pursue any remedies entitled to it against Contractor's Performance Bond and its surety.

Section 14.03 Termination without Cause. The Owner may terminate the employment of the Contractor at any time, even though the Contractor is not in default hereunder, upon five (5) days prior written notice. In such event, the Owner shall pay to or for the account of the Contractor on account of the Work performed prior to the effective date of such termination: (1) all actual costs approved by the Owner as having been paid or incurred by the Contractor in connection with performance of the Work; (2) all costs incurred with the Owner's prior written approval in settling or discharging commitments entered into in good faith by the Contractor in connection with performance of the Work; (3) a reasonable amount to cover general overhead expenses of the Contractor incurred in connection with the performance of the Work and which are not covered by payments under Items (1) and (2) above; and (4) an amount equal to 10% of the total of items (1), (2), and (3) above in lieu of all profits which the Contractor would or might have realized if this Contract had been completely performed; provided the workmanship, materials, and equipment for which payment is to be made as aforesaid are in accordance with the requirements of this Contract. There shall be deducted from the amount determined above all payments previously made and all amounts which the Owner is entitled to charge the Contractor under this Contract. In no event shall the amount to be paid to, or for the account of, the Contractor pursuant to this Section 14.03 plus all amounts previously paid the Contractor under this Contract exceed the Contract Price, as adjusted.

Article XV. Warranties and Guaranty

Section 15.01 Warranties. The Contractor warrants to the Owner that all materials and equipment furnished under this Contract will be new unless otherwise specified and all Work will be of first-class quality, free from faults and defects, and in conformance with the Contract Documents. All Work not conforming to those

requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment supplied hereunder. This warranty is not limited by the provisions of this Section 15.01.

Section 15.02 Guaranty.

(a) The Contractor hereby guaranties the Contractor will promptly, at its own cost and expense, repair and make good any and all defects in the Work performed or materials supplied by the Contractor due to improper workmanship or materials which may appear during the period of one (1) year from the date of completion of the Work performed by the Contractor and approval and acceptance thereof by the Owner and the Contractor will further repair any Work or damages as a result of said defective or improper workmanship or material, or damage in connection with the repair of same.

(b) The warranties and guaranties provided under the Contract Documents shall be for the benefit of and enforceable by the Owner.

(c) The Contractor shall obtain and deliver to the Owner any specific warranties given by its subcontractors or suppliers which shall expressly provide they are for the benefit of and enforceable by the parties specified above as well as the Contractor.

(d) If the Owner shall perform or arrange for the performance of corrective work required to be performed by the Contractor but which the Contractor has failed or refused to perform, upon due notice, the Contractor's warranties and guaranty hereunder shall not be affected in any manner, and the Contractor hereby expressly waives all claims its warranties or guaranty were impaired due to the corrective work performed by, or at the direction of, the Owner.

(e) The warranties and guaranty provided for in the Contract Documents are in addition to and not a limitation of any rights the Owner may have under the terms of the Contract Documents, including without limitation breach of contract or as otherwise provided by law.

Section 15.03 Payments. The Contractor represents and warrants neither the Contractor nor any officer, agent, employee or representative of the Contractor has made or agreed to make any payment or delivered any other consideration to receive the contract to do the Work. This representation shall survive the completion or termination of this Agreement. In the event it is subsequently determined the Contractor did make or agree to make a payment or deliver other consideration to receive the Contract, the Contractor shall return to the Owner any payment the Contractor has received from the Owner or on the

Owner's behalf under this Agreement and the Contractor shall forfeit the right to receive any future payment from or on behalf of the Owner.

Article XVI. Owner's Right to Perform Work and Award Separate Contracts

Section 16.01 Owner's Right to Perform Work and Award Separate Contracts.

The Owner reserves the right to perform Work related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other work at the Property under these or similar conditions whether or not similar to the type of work called for under this Contract.

Article XVII. Additional Provisions

Section 17.01 Notices. All notices hereunder shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed as follows:

If to the Owner:
Tano E. Tijerina
Webb County Judge
1000 Houston Street, 3rd Floor
Laredo, Texas 78040

If to the Contractor:
Chris Rodger
President
P.O. Box 1408
5118 I-35
Pearsall, Texas 78061
crodgers@bulls-eyeservices.com

With copy to:
Civil Legal Division
1000 Houston Street, 2nd Floor
Laredo, Texas 78040

Section 17.02 Binding Effect. This Contract shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors, and assigns.

Section 17.03 No Third-Party Benefit. No provision contained in this Contract shall create or confer any benefit with or rights to any third parties nor give to third parties (other than the Owner) any claim or right of action beyond such as may legally exist in the absence of any such provision.

Section 17.04 Choice of Forum and Governing Law. Any and all actions, proceedings, and lawsuits must be brought in the state courts of Webb County, Texas and are subject to Texas law.

Section 17.05 Severability. If any provision of the Contract Documents is invalid or unenforceable as against any person or party, the remainder of the Contract Documents and the applicability of such provision to other persons or parties shall not be affected

thereby. Each provision of the Contract Documents shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.

Section 17.06 Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available under applicable law.

Section 17.07 No Waiver. No action or failure to act by the Owner shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing.

Section 17.08 Survival. The obligations of the Contractor hereunder, including without limitation obligations concerning indemnity, warranties, discharge of liens, and defense of the Owner in connection therewith, shall survive the expiration or earlier termination of this agreement.

Section 17.09 Entire Agreement. This Contract including Exhibits contains the entire understanding between the parties and supersedes any agreements, statements, commitments, or proposals heretofore had between the parties and may not be changed orally.

Section 17.10 Captions. Captions and titles of the different Articles and Sections are solely for the purpose of aiding in the location of materials in this Contract and are not to be considered under any circumstances as parts, provisions, or interpretations of this Agreement.

Section 17.11 Amendment. No changes to this Contract shall be made except upon written agreement of both parties.

Section 17.12 Rule of Construction. The parties hereto acknowledge that each party and its legal counsel have reviewed and revised this agreement, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Contract or any amendments or exhibits hereto.

Section 17.13 Immunity. Owner does not waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees and agents as a result of the execution of this Contract and performance of the functions and obligations described herein.

Section 17.14 Legal Compliance. The parties hereto agree to comply fully with all applicable federal, state and local statutes, ordinances, rules, and regulations in connection with the Project contemplated under this contract. In the event that any of the parties hereto are

required by law or regulation to perform any act inconsistent with this contract, or to cease performing any act required by this contract, this agreement shall be deemed to have been modified to conform with the requirements of such law, regulation or rule.

Section 17.15 Relationship of Parties. Contractor is engaged under this Agreement as an **"INDEPENDENT CONTRACTOR"** and not as an agent or employee of Owner. Contractor is not entitled to benefits of any kind to which Owner's employees are entitled, including but not limited to unemployment compensation, workers' compensation, health insurance, or retirement benefits. Contractor assumes full responsibility for payment of all federal, state and local taxes or contributions, including but not limited to, unemployment insurance, social security, Medicare, and income taxes with respect to Contractor and Contractor's employees. This Agreement does not create a partnership or a joint venture between the parties hereto, nor does it authorize either party to serve as the legal representative or agent of the other. Neither party has any right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against, or in the name of, or on behalf of the other party.

Section 17.16 Verification on Boycotting Energy Companies. As required by Section 2274.002, Texas Government Code, the Contractor hereby verifies the Contractor does not boycott any energy companies and will not boycott energy companies during the term of the Agreement. For purposes of this verification, "boycott energy company" is defined in Section 809.001, Texas Government Code, as an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or does business with a company described above.

Section 17.17 Verification on Discrimination of Firearm Entity or Firearm Trade Association. As required by Section 2274.002, Texas Government Code, the Contractor hereby verifies the Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the Agreement against a firearm entity or firearm trade association. For purposes of this verification, "discriminate against a firearm or firearm trade association" is defined in Section 2274.001, Texas Government Code, as refusing to engage in trade of any goods or services with an entity or association based solely on its status as a firearm entity or firearm trade association, refraining from continuing existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association, or terminating an existing business relationship with an entity or association based solely on its status as a firearm entity or firearm trade

association.

Section 17.18 Verification on Prohibition on Contracts with Certain Foreign-owned Companies in Connection with Critical Infrastructure. As required by Section 2274.0102, Texas Government Code, hereby verifies that Bull's Eye Services, LLC is not owned by or the majority of stock or other ownership interest of the company is held or controlled by, (i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country. Further Bull's Eye Services, LLC hereby verifies that Bull's Eye Services, LLC is not headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this verification, "critical infrastructure" is defined in Section 2274.0101(2), Texas Government Code, as a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.

Section 17.19 VERIFICATION INDEMNIFICATION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE CONTRACTOR AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER (AND ANY OF THE OWNERS' AGENTS, COMMISSIONERS COURT, OFFICERS, CONSULTANTS, AND ATTORNEYS) FROM ALL CLAIMS, CAUSES OF ACTION, LEGAL PROCEEDINGS, DAMAGES, COSTS, FEES AND EXPENSES ARISING OUT OF OR IN ANY WAY RELATING TO AN ACTUAL OR ALLEGED MISREPRESENTATION BY THE CONTRACTOR REGARDING SECTIONS 17.16-17.18.

Section 17.16 Form 1295. As required by Section 2252.908, Texas Government Code, The Contractor is required to complete online and submit to the Owner a completed Texas Ethics Commission Form 1295 upon execution of this Agreement.

IN WITNESS WHEREOF, the parties aforesaid have duly executed the foregoing instrument, or caused the same to be executed in duplicate originals on the dates set forth below.

WEBB COUNTY

CONTRACTOR

BULL'S EYE SERVICES, LLC.

Tano E. Tijerina
Webb County Judge

By: Chris Rodger
Title: President

Date: _____, 2025

Date: _____, 2025

ATTESTED:

Margie Ramirez-Ibarra
Webb County Clerk

APPROVED AS TO FORM:

Fortunato G. Paredes
Webb County Civil Legal Division

*By law, this office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).

ITB 2025-012 Los Botines Water Well Project

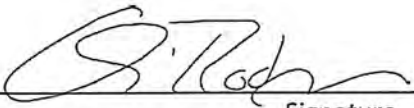
Bid Price Sheet Form A

Description	Unit	Quantity	Price
Project Mobilization, Permitting, Safety, and Site Restoration	LS	1	\$ 14,927.00
Project Management, Documentation, and Warranty	LS	1	\$ 9,598.00
Water Well Drilling and Installation (including casing, screen, grout, filter pack, water hauling)	LF	750	\$ 92,250.00
Well Development and Water Quality Testing	LS	1	\$ 8,400.00
Wellhead Completion (including sanitary seal and concrete slab)	LS	1	\$ 3,183.00
Submersible Pump System (including pump, motor, drop pipe, pressure tank, and all associated appurtenances)	LS	1	\$ 19,108.00
10,000 Gallon Storage Tank (including suitable foundation and all necessary connection)	LS	1	\$ 23,310.00
Water Truck Filling Pumping System (capable of 100 gpm flow, including appropriate truck filling piping and connections)	LS	1	\$ 18,871.00
Electrical System Installation (including control panel, conduit, wiring, grounding, and lightning arrestor)	LS	1	\$ 4,610.00
Well Yield Testing, System Performance Testing, Disinfection, and Training	LS	1	\$ 6,180.00
Total			\$ 200,437.00

\$123/LF

Bull's Eye Services, LLC

Company Name



Signature

7/16/2025

Date

Scope of Work: Non-Potable Water Well Installation at Webb County Road & Bridge Los Botines Lot

Project Goal: To design, permit, drill, construct, equip, and commission a non-potable water supply well at the Webb County Road & Bridge Los Botines Lot. This system will provide a reliable water source for operational needs, including supplying water to a mobile home office (for non-potable uses like toilets and cleaning) and facilitating the filling of holding tanks for water trucks used by the Webb County Road & Bridge department. The project also includes the installation and connection of a 10,000-gallon water storage tank to the well system, and a dedicated pumping system for efficient water truck filling from this tank.

Location: Webb County Road & Bridge Los Botines Lot, 328 Pearson Moss Ln., Webb County, Texas. 78045 (27°45'50.4"N 99°27'38.6"W)

Submitted by: Guillermo B. Cuellar, P.E.
Guillermo Cuellar, P.E.

Prepared by: Matthew Martin, E.I.T.
Matthew Martin, E.I.T.

I. General Project Requirements & Responsibilities

- **Permitting:** The Contractor shall be responsible for obtaining all necessary permits from regulatory agencies, including but not limited to the Texas Water Development Board (TWDB), local groundwater conservation districts (if applicable), Webb County, and any other relevant federal, state, or local authorities. All permitting fees shall be the responsibility of the Contractor unless otherwise agreed upon in writing.
- **Safety:** The Contractor shall adhere to all applicable OSHA safety regulations and best practices throughout the project duration. This includes, but is not limited to, the provision of personal protective equipment (PPE), site safety plans, and proper equipment operation.
- **Site Access & Restoration:** The Contractor shall be responsible for maintaining clear and safe access to the well site, tank installation area, and truck filling station. Upon completion, the Contractor shall restore the site to its original or an improved condition, including removal of all debris, excess materials, and compaction of disturbed areas.
- **Reporting & Documentation:** The Contractor shall provide daily progress reports, well logs, material manifests, pump test data, water quality analysis reports (for non-potable parameters), and as-built drawings upon project completion.
- **Warranty:** The Contractor shall provide a minimum one-year warranty on all materials and workmanship from the date of final acceptance.

II. Well Drilling & Construction

- **Borehole Depth:** The well borehole is anticipated to be between 600 and 750 feet deep, based on TWDB data for the area. The final depth will be determined by the driller based on encountering sufficient water-bearing formations.

EXHIBIT "B"

- Drilling Method: Rotary drilling (mud or air rotary, as appropriate for geological conditions) utilizing a certified and licensed water well driller.
- Borehole Diameter: 12-inch diameter borehole to accommodate casing and pump.
- E-Log Requirement: Prior to the installation of any casing, the Contractor shall perform geophysical (e-log) logging of the open borehole. The e-log shall include, at a minimum, natural gamma and resistivity logs. The purpose of the e-log is to accurately identify and characterize water-bearing formations, determine formation lithology, and assist in the final design of the well screen and gravel pack.
- Casing:
 - Material: Minimum 6-inch diameter, Schedule 40 PVC well casing. Steel casing (A53 Grade B or equivalent) may be considered for the surface casing depending on geological conditions and regulatory requirements. Note: NSF/ANSI Standard 61 certification is not strictly required for non-potable applications but can be considered for durability.
 - Installation: Casing shall be installed plumb and centered in the borehole. All joints shall be watertight and secured according to industry standards.
 - Grouting: Annular space between the borehole and casing shall be pressure-grouted from the bottom up to the land surface with a bentonite-cement grout mixture to seal off undesirable formations and prevent contamination. Grout shall meet TWDB specifications.
- Screen:
 - Material: 6-inch diameter PVC well screen with appropriate slot size for the encountered formation. Stainless steel screen (Type 304 or 316L) may be considered for enhanced durability. Note: NSF/ANSI Standard 61 certification is not strictly required for non-potable applications.
 - Length & Placement: Screen length and placement will be determined by the driller based on geological conditions and water-bearing zones, typically 20-40 feet of screen.
- Filter Pack: A graded silica sand or gravel pack shall be installed in the annular space around the well screen. The filter pack material shall be specifically sized based on the e-log data and formation samples to prevent sand production and optimize well efficiency. The filter pack shall extend a minimum of 5 feet above the top of the well screen
- Well Completion:
 - Sanitary Seal: A watertight well cap or seal shall be installed at the top of the well casing to prevent surface contamination.
 - Concrete Slab:

- A reinforced concrete slab (minimum 10'x10'x6") shall be constructed to accommodate the wellhead, pressure tank, control panel, and any other above-ground components.
 - The slab shall be level and provide adequate support for all equipment.
 - Slab shall be designed to prevent ponding of water and promote drainage away from the wellhead.
 - Well Development: The well shall be developed using appropriate methods (e.g., surging, pumping, air lifting) until the water is clear and sand-free, and the well yield is optimized.
 - Water Quality Testing: Upon completion of well development, a certified laboratory shall perform a water quality analysis relevant to non-potable use, including but not limited to, pH, conductivity, turbidity, total dissolved solids, and any other parameters as required by Webb County or relevant regulations for the intended non-potable applications.
-

III. Well Pump System Specifications (Pre-Tank)

- Pump Type: Submersible well pump.
- Pump Sizing: A 5 horsepower (HP) submersible well pump shall be utilized.
- Pump Material: Stainless steel (304 or 316) or equivalent corrosion-resistant materials for pump and motor.
- Motor: NEMA standard submersible motor, properly sized for the pump, compatible with single-phase, 220V power supply.
- Cable: Submersible pump cable, adequately sized for the pump motor and depth, rated for continuous underwater service.
- Drop Pipe: Galvanized steel or PVC drop pipe, appropriately sized to minimize friction loss and support the pump and cable. Schedule 80 PVC recommended for depths exceeding 200 feet.
- Pressure Tank: Minimum 86-gallon ASME rated galvanized steel or composite diaphragm-type pressure tank, sized to provide adequate water storage and reduce pump cycling. Larger tank may be required based on demand.
- Pressure Switch: Adjustable pressure switch with appropriate pressure range (e.g., 40-60 psi).
- Pressure Gauge: Stainless steel pressure gauge.
- Check Valve: Spring-loaded check valve installed above the pump to prevent backflow.
- Valves: Isolation valves (ball valves or gate valves) for maintenance and system control.
- Sampling Port: Dedicated sampling port with a ball valve for water quality testing.

- Mobile Home Office Connection: Install a 1-inch diameter pipe and ball valve connection point from pressure tank
-

IV. Electrical Specifications (Overall System)

- Power Supply: Only single-phase, 220V (nominal 240V) power will be available from the existing electrical service at the Los Botines Lot. Contractor will be responsible for installation and connection of all electrical components to existing distribution box, all equipment will be located within approximately 50 ft. of electric utility connection. Contractor to verify available amperage and coordinate with local utility provider if upgrades are required to meet the combined electrical demands of the well pump and the new truck filling pump within the 220V single-phase constraint.
 - Control Panel (Well Pump): NEMA 3R (outdoor rated) control panel with appropriate motor starter, overcurrent protection, circuit breakers, and manual disconnect switch, specifically designed for a 5 HP, 240V single-phase submersible pump operation.
 - Conduit: All electrical wiring shall be installed in rigid PVC or galvanized rigid steel conduit, buried to appropriate depths as per NEC and local codes.
 - Wiring: All wiring shall be copper, sized appropriately for all pump motors and other electrical components, and installed in accordance with the National Electrical Code (NEC) and local regulations.
 - Grounding: The entire electrical system shall be properly grounded to prevent electrical hazards.
 - Lightning Arrestor: Surge protection/lightning arrestor shall be installed at the wellhead control panel and for the truck filling pump panel.
-

V. Water Storage Tank Installation & Connection

- Tank Type & Capacity: Supply and install one (1) 10,000-gallon non-potable water storage tank. The tank shall be constructed from durable, UV-resistant material suitable for outdoor storage of non-potable water (e.g., poly-ribbed, corrugated steel with appropriate lining).
- Foundation: Will be provided and installed by Webb County Road & Bridge Department.
- Piping & Connections (Well to Tank):
 - Install all necessary piping from the well pump discharge to the inlet of the 10,000-gallon storage tank. Piping shall be sized appropriately for flow rate and pressure, utilizing Schedule 40 PVC or equivalent, suitable for non-potable water transfer.
 - Include a float switch or equivalent level control mechanism within the tank to automatically shut off the well pump when the tank is full and restart it when the water level drops, preventing overflow and ensuring continuous supply.

- Install a dedicated overflow pipe from the tank to a suitable drainage area, preventing erosion or damage around the tank.
 - Install a drain valve at the bottom of the tank for periodic cleaning and maintenance.
 - Tank Venting: Ensure the tank is properly vented to allow for air exchange during filling and discharge, preventing vacuum or pressure buildup.
 - Signage: Clearly label the tank and all associated piping as "NON-POTABLE WATER – DO NOT DRINK" with appropriate signage at all access and discharge points.
-

VI. Water Truck Filling Pumping System (Post-Tank)

- Pump Type: Supply and install a robust, self-priming centrifugal or close-coupled pump designed for high flow rates, suitable for transferring non-potable water from the 10,000-gallon storage tank to water trucks.
- Pump Sizing: The pump shall be sized to achieve a minimum flow rate of 100 gallons per minute (GPM) at a discharge pressure adequate for efficient truck filling. The Contractor shall calculate and verify pump sizing based on estimated friction losses and desired filling times. (Typical sizing for this flow rate might be 5-10 HP, but confirmation is required).
- Motor: NEMA standard electric motor, sized appropriately for the pump, compatible with the available single-phase, 220V power supply.
- Piping (Tank to Pump to Truck):
 - Install appropriate suction piping from the bottom of the 10,000-gallon tank to the inlet of the truck filling pump, incorporating a screen or strainer to prevent debris from entering the pump.
 - Install discharge piping from the pump to the truck filling station. Piping shall be a minimum of 2-inch diameter (or larger, depending on calculated flow and pressure losses) and constructed of Schedule 40 PVC or galvanized steel, suitable for non-potable water.
- Control Panel (Truck Filling Pump): Provide and install a dedicated NEMA 3R (outdoor rated) control panel for the truck filling pump, including:
 - Motor starter with thermal overload protection.
 - Circuit breaker and manual disconnect switch.
 - Start/Stop pushbuttons.
 - Run-dry protection for the pump, tied to a low-level sensor in the 10,000-gallon tank to prevent damage if the tank runs low.
- Pressure Gauge: Install a pressure gauge on the discharge side of the truck filling pump.

- Check Valve: Install a check valve on the discharge side of the pump to prevent backflow into the tank.
 - Truck Filling Station Components:
 - Install a robust, weather-resistant 2-inch cam-lock quick-connect fitting attached to heavy duty 2-inch flexible hose for truck connection.
 - Provide a gate valve or full-port ball valve immediately upstream of the truck filling connection for manual flow control.
 - Install an overhead filling mast arm at a minimum height of 14 ft. and a minimum reach of 8 ft., with attached flexible hose
 - Provide a 3-way ball valve, clearly labeled, for manual flow selection between cam-lock quick-connect fitting and overhead mast dispenser.
 - Signage: Clearly label the truck filling station as "NON-POTABLE WATER – FOR TRUCK FILLING ONLY – NOT FOR DRINKING".
-

VII. Materials & General Specifications

- All materials shall be new, of high quality, and suitable for their intended non-potable water applications.
 - All materials shall meet or exceed applicable ASTM, AWWA, and other relevant industry standards.
 - All work shall be performed by qualified and licensed personnel.
 - All work shall comply with all applicable federal, state, and local codes, ordinances, and regulations.
-

VIII. Testing & Commissioning

- Well Yield Test: A minimum 24-hour constant rate pump test shall be conducted to determine the well's sustained yield, drawdown, and recovery.
- Pump Performance Test (Well): The installed well pump system shall be tested to verify flow rate, pressure, and electrical consumption meet design specifications.
- Pump Performance Test (Truck Filling): The installed truck filling pump system shall be tested to verify the specified flow rate (100 GPM minimum) and discharge pressure are achieved during truck filling operations.
- System Functionality Test: The entire well, pump, and storage tank system, including all automated controls and discharge points (mobile office and truck filling station), shall be tested to ensure proper and continuous operation.

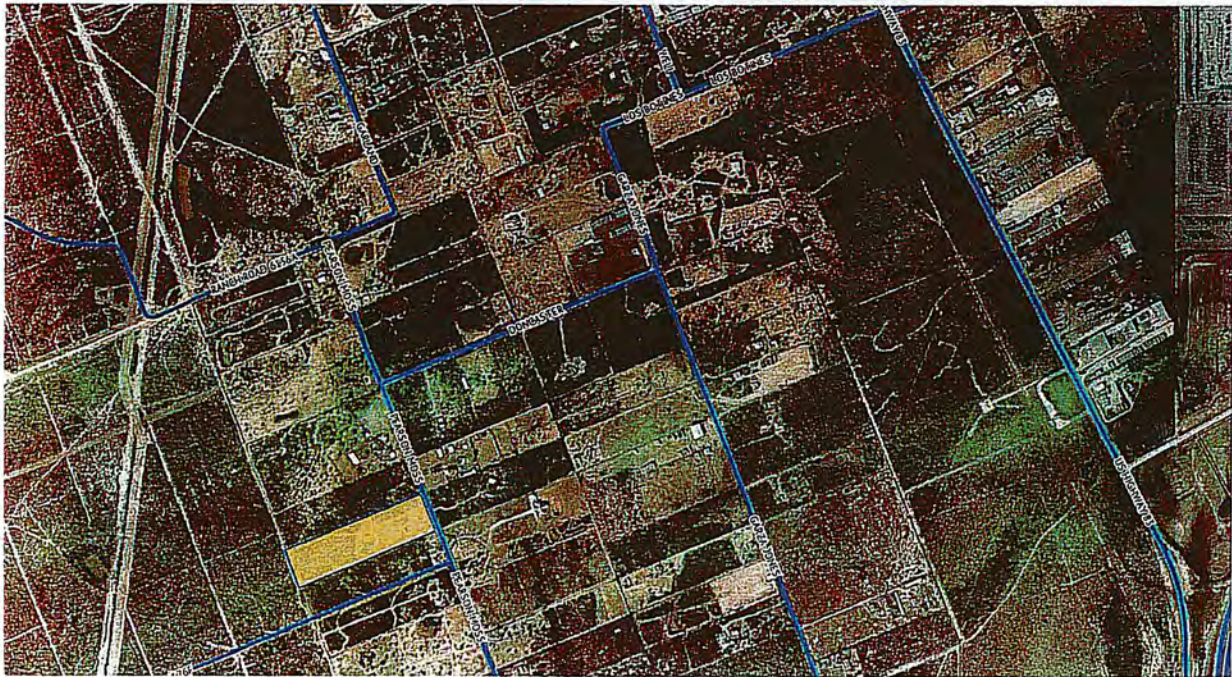
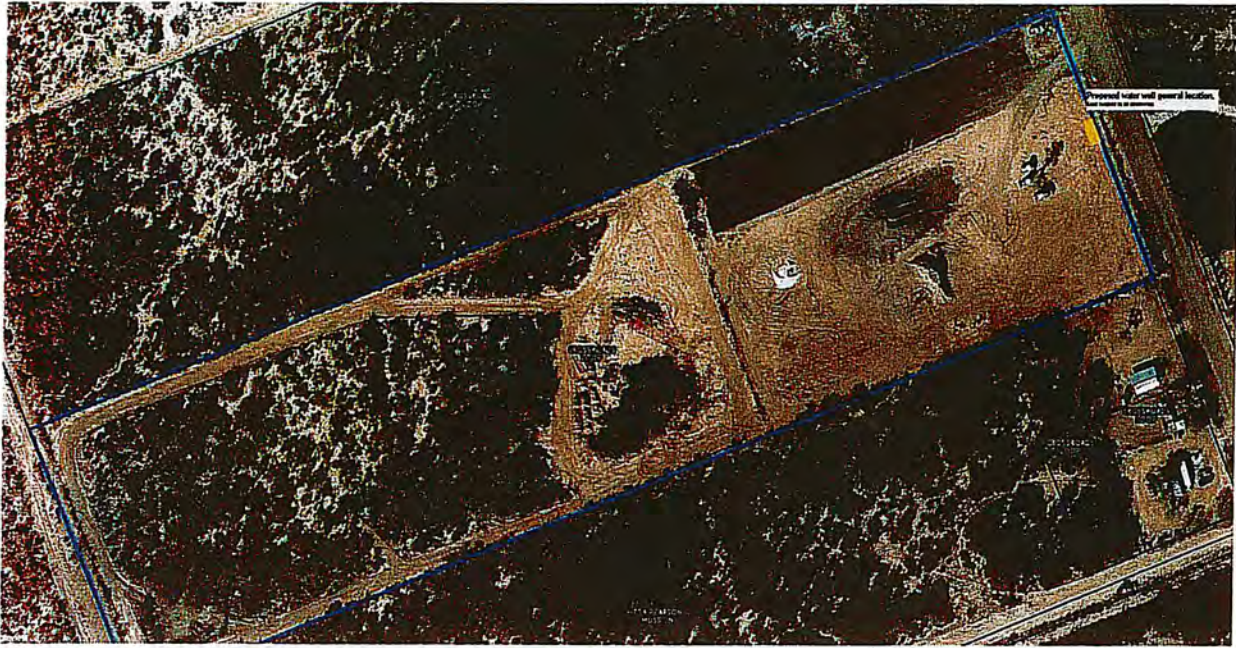
- Training: The Contractor shall provide basic operational and maintenance training to Webb County personnel upon project completion for both the well system and the truck filling pump system.
-

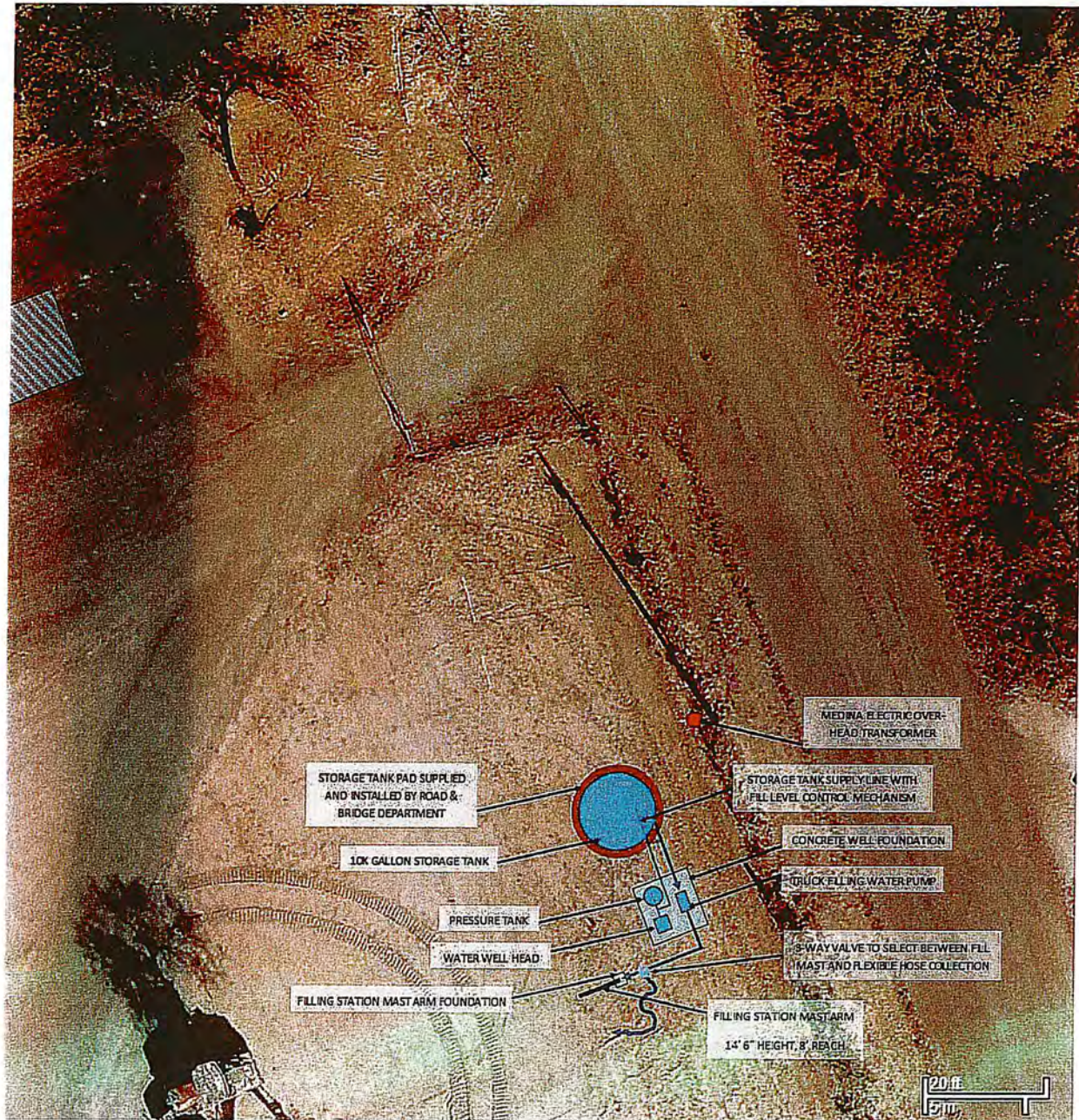
IX. Exclusions

- Connection of the non-potable well water to any existing or future potable water plumbing systems.
 - Installation of any water treatment systems (e.g., filtration, softening) unless specifically requested and added to the scope of work.
 - Any hazardous material abatement not explicitly defined in this scope.
-

X. Deliverables

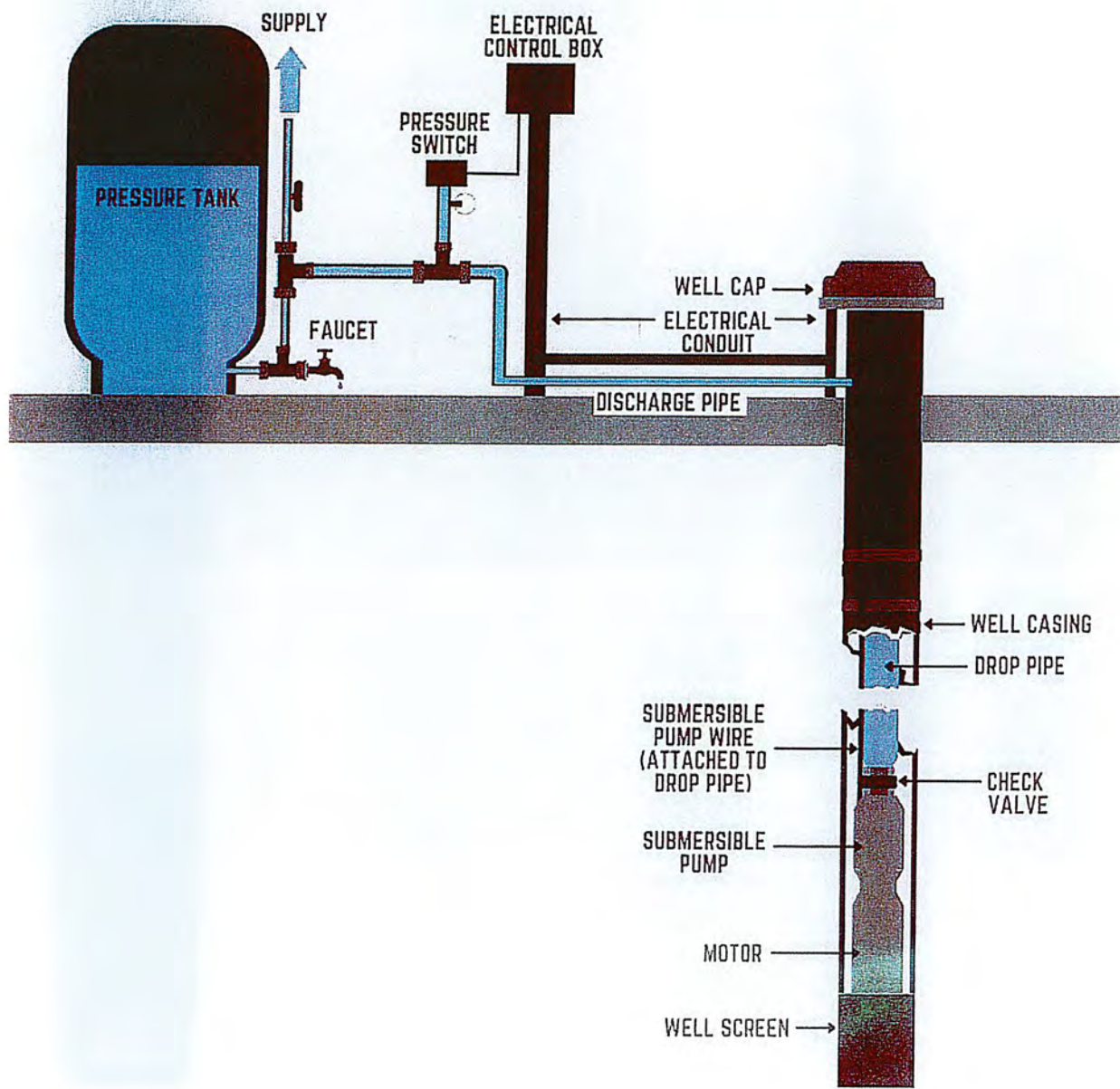
- Permit applications and approvals.
 - Daily drilling logs.
 - Geophysical (e-log) survey data and interpretation.
 - Well completion report (driller's log).
 - Pump test data and analysis (for both well and truck filling pumps).
 - Water quality analysis report (for non-potable parameters).
 - As-built drawings of the well, well pump system, water storage tank installation, and truck filling pump system.
 - Equipment manuals and warranties for all components.
 - Training documentation.
-

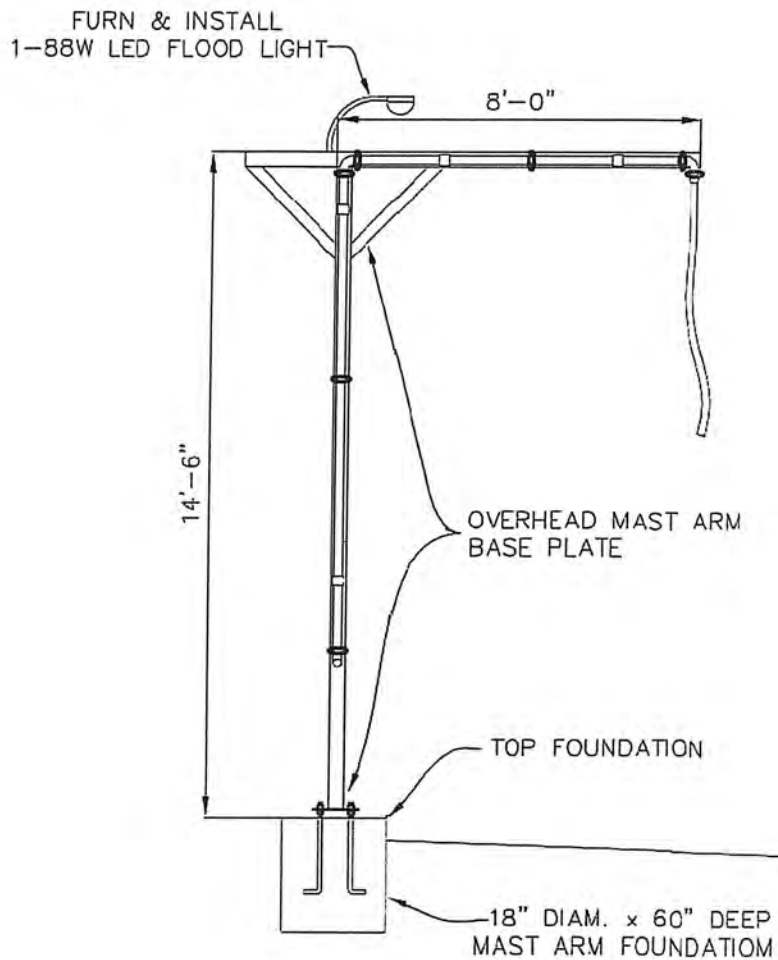




APPROX. LAYOUT, FINAL LOCATION TO BE COORDINATED WITH WEBB COUNTY ROAD & BRIDGE DEPT.

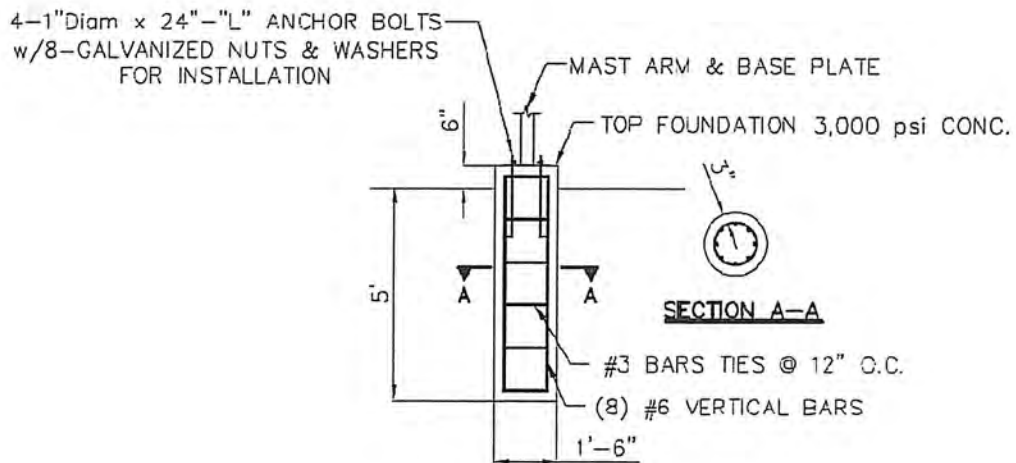
WELL WATER SYSTEM





MAST ARM ELEVATION

NOT TO SCALE



POST FOUNDATION DETAIL

NC SCALE