



**GREATER TEXOMA UTILITY AUTHORITY
BOARD MEETING
OCTOBER 21, 2024**

**GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020**



AGENDA
GREATER TEXOMA UTILITY AUTHORITY
BOARD OF DIRECTORS MEETING
GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020
Monday, October 21, 2024, 12:00 p.m.

Notice is hereby given that a meeting of the Board of Directors of the Greater Texoma Utility Authority will be held on the 21st day of October 2024, at 12:00 p.m. in the Administrative Offices of the Greater Texoma Utility Authority, 5100 Airport Drive, Denison TX, 75020, at which time the following items may be discussed, considered, and acted upon, including the expenditure of funds.

Agenda:

- I. Call to Order.
- II. Pledge of Allegiance.
- III. Consent Agenda
 - * Items marked with an asterisk (*) are considered routine by the Board of Directors and will be enacted in one motion without discussion unless a Board Member or a Citizen requests a specific item to be discussed and voted on separately.
- IV. * Consider and act upon approval of Minutes September 16, 2024, Meeting.
- V. * Consider and act upon approval of accrued liabilities for September 2024.
- VI. * Consider and act upon Change Order No. 2 for City of Bells WWTP Rehabilitation Contract with Urban Infraconstruction.
- VII. * Consider and act upon updated Change Order No. 6 for City of Whitewright Water Lines Improvement Project with Underwood, Inc.
- VIII. Citizens to be Heard
- IX. Executive Session

Pursuant to Government Code, Sections 551.129 the Board of Directors may adjourn into closed Executive Session to discuss the following:

 - a. Consultations Between Governmental Body and Its Attorney
 - i. Consider GTUA contract negotiations
- X. Regular Session

- XI. Consider and act upon the award of contract for City of Sherman Miscellaneous Water Line Improvements.
- XII. Consider and act upon the award of contract for the City of Sherman Laboratory Services Building Addition & Remodel Project.
- XIII. Consider and act upon the award of Contract for the City of Sherman Shephard Drive Sewer Extension Project.
- XIV. Consider and act upon a Resolution by the Board of Directors of The Greater Texoma Utility Authority accepting the contract with Lynn Vessels Construction, LLC for the City of Sherman Hickory Hill Offsite Water and Sanitary Sewer Improvements Project as complete.
- XV. Consider and act upon approval of the Investment Policy.
- XVI. Discussion and possible action on November Board of Director Meeting.
- XVII. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority.
- XVIII. Adjourn.

¹The Board may vote and/or act upon each of the items listed in this agenda.

²At any time during the meeting or work session and in compliance with the Texas Open Meetings Act, Chapter 551, Government Code, Vernon's Texas Codes, Annotated, the Greater Texoma Utility Authority Board may meet in executive session on any of the above agenda items or other lawful items for consultation concerning attorney-client matters (§551.071); deliberation regarding real property (§551.072); deliberation regarding prospective gifts (§551.073); personnel matters (§551.074); and deliberation regarding security devices (§551.076). Any subject discussed in executive session may be subject to action during an open meeting.

³PERSONS WITH DISABILITIES WHO PLAN TO ATTEND THIS MEETING, AND WHO MAY NEED ASSISTANCE, ARE REQUESTED TO CONTACT VELMA STARKS AT (903) 786-4433 TWO (2) WORKING DAYS PRIOR TO THE MEETING, SO THAT APPROPRIATE ARRANGEMENTS CAN BE MADE.

AGENDA ITEM IV

**MINUTES OF THE BOARD OF DIRECTORS' SPECIAL MEETING
GREATER TEXOMA UTILITY AUTHORITY**

MONDAY, SEPTEMBER 16, 2024

**AT THE ADMINISTRATIVE OFFICES
5100 AIRPORT DRIVE
DENISON TX 75020**

Members Present: Stanley Thomas, Matt Brown, Scott Blackerby, Henry Koehler, Robert Hallberg, Donald Johnston, and Brad Morgan

Members Absent: Kristofor Spiegel and Ken Brawley

Staff: Paul Sigle, Stacy Patrick, Nichole Murphy, Tasha Hamilton, Debi Atkins, Billie Jo Tiner, Lisa Lee, and Velma Starks

General Counsel: Mike Wynne, Wynne and Smith

Bond Counsel: Kristen Savant, Norton Rose Fulbright (arrived later)

Financial Advisor Garry Kimball, Specialized Public Finance

I. Call to Order

Board President Brad Morgan called the meeting to order at 12:00 p.m.

II. Pledge of Allegiance

Board President Brad Morgan led the group in the Pledge of Allegiance.

III. Consent Agenda

Items marked with an asterisk () are considered routine by the Board of Directors and are enacted in one motion without discussion unless a Board Member or a Citizen requests a specific item to be discussed and voted on separately.

IV. * Consider and act upon approval of Minutes of August 19, 2024, Meeting.

V. * Consider and act upon approval of accrued liabilities for August 2024.

Discussion of liabilities was held. The Board requested a column showing the percentage of completion for each project.

Board Member Henry Koehler made the motion to approve the Consent Agenda. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

VI. Citizens to be Heard.

No citizens wished to be heard.

- VII. Consider all matters incident and related to the issuance and sale of “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2024 (Bear Creek Special Utility District Project)”, including the adoption of a resolution approving the issuance of such bonds.

General Manager Paul Sigle provided background information for the Board. Garry Kimball, Specialized Public Finance, provided details. Board Member Donald Johnston made the motion to approve the issuance of the bonds contingent upon Bear Creek SUD approving the issuance of the bonds at their Board Meeting tonight. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

- VIII. Consider and act upon the award of contract for City of Sherman Miscellaneous Water Line Improvements.

General Manager Paul Sigle provided background information for the Board. Discussion was held. Board Member Donald Johnston made the motion to table this item. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

- IX. Consider and act upon the award of contract for City of Gainesville Water Transmission Main 16” Foundry Road Project.

General Manager Paul Sigle provided background information for the Board. Board Member Matt Brown made the motion to award the contract to A&V Water in the amount of \$1,091,252.26 contingent upon the City of Gainesville’s approval. Board Member Henry Loehler seconded the motion. Motion passed unanimously.

- X. Consider and act upon Change Order No. 2 for City of Bells WWTP Rehabilitation Construct with Urban Infraconstruction.

General Manager Paul Sigle provided background information for the Board. Board Member Donald Johnston made the motion to approve Change Order No. 2 increasing the contract amount by \$132,686.59 for a total contract amount of \$1,540,985.37 contingent on the City of Bells’ approval. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

- XI. Consider and act upon Change Order No. 2 and a Resolution by the Board of Directors of The Greater Texoma Utility Authority accepting the contract with THI doing business as Hall Resources for the City of Whitewright Water System Improvements – Water Well #5 Project as complete.

General Manager Paul Sigle provided background information for the Board. Board Member Matt Brown excused himself. Board Member Robert Hallberg made the motion to accept the contract with Hall Resources for the City of Whitewright Water System Improvements – Water Well #5 Project as complete contingent upon the City of Whitewright’s approval. Board Member Scott Blackerby seconded the motion. Motion passed.

- XII. Consider and act upon a Resolution by the Board of Directors of The Greater Texoma Utility Authority accepting the contract with Underwood, Inc. for the City of Whitewright Water Distribution System Improvements Waterline Improvements Project as complete.

General Manager Paul Sigle provided background information for the Board. Board Member Matt Brown made the motion to accept the contract with Underwood, Inc. for the City of Whitewright Water Distribution System Improvements Waterline Improvements Project as complete, contingent upon the City of Whitewright’s approval. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

- XIII. Consider and act upon Change Order No. 5 and a Resolution by the Board of Directors of The Greater Texoma Utility Authority accepting the contract with Landmark Structures for the City of Princeton Water System Improvements Elevated Storage Tank Project as complete.

General manager Paul Sigle provided background information for the Board. Board Member Scott Blackerby made the motion to accept the contract with Landmark Structures for the City of Princeton Water System Improvements Elevated Storage Tank Project as complete, contingent upon the City of Princeton's approval. Board Member Robert Hallberg seconded the motion. Motion passed unanimously.

- XIV. Consider and act upon a Resolution by the Board of Directors of The Greater Texoma Utility Authority accepting the contract with Belt Construction of Texas, LLC for the City of Princeton Water Main CIP Projects 6, 8, and 17 as complete.

General Manager Paul Sigle provided background information for the Board. Board Member Scott Blackerby made the motion to accept the contract with Belt Construction of Texas, LLC for the City of Princeton Water Main CIP Projects 6, 8, and 17 as complete, contingent upon the City of Princeton's approval. Board Member Robert Hallberg seconded the motion. Motion passed unanimously.

- XV. Consider and act upon a building lease agreement between North Texas Regional Airport and Greater Texoma Utility Authority.

General Manager Paul Sigle provided background information for the Board. Discussion was held. The Board suggested an amendment be added naming GTUA as additional insurer. Board Member Donald Johnston made the motion that GTUA authorize General Manager Paul Sigle to negotiate amendment to contract. If the amendment is not accepted, General Manager Paul Sigle is authorized to accept the contract with or without amendment. Board Member Matt Brown seconded the motion. Motion passed unanimously.

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- XVI. Consider and act upon Budget Amendment for Fiscal Year 2023-2024.

General Manager Paul Sigle provided background information for the Board. The Budget Committee consisting of Brad Morgan, Henry Koehler and Kristofor Spiegel reviewed the budget amendment. Board Member Henry Koehler made the motion to accept the budget amendment. Board Member Stanley Thomas seconded the motion. Motion passed unanimously.

- XVII. Consider and act upon Budget for Fiscal Year 2024-2025.

General Manager Paul Sidle provided background information for the Board. Discussion was held. Debi Atkins, Finance Officer informed the board that health insurance was largest increase and trucks are bought every five years. Budget does not include salary adjustments

Board Member Matt Brown made the motion to go into Executive Session at 1:02 p.m. Board Member Henry Koehler seconded the motion. Motion passed unanimously.

- XVIII. Executive Session

Pursuant to Government Code, Sections 551,074, the Board of Directors may adjourn into closed Executive Session to discuss the following:

A. Personnel Matters

- (i) Consider evaluation, duties and employment of Authority General Manager

(ii) Consider evaluation and duties of administrative and operational personnel

XIX. Regular Session.

Board reconvened into regular session at 1:26 p.m. Board Member Donald Johnston made the motion to increase to \$1,650,158.21. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

XX. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority.

- General Manager Paul Sigle discuss attending TWDB's Board meeting held in McKinney and TWCA River Authority and Water District's Manager Meeting.
- The City of Sherman received an interest rate of 4.33% on most recent Open Market Bond Issue that is scheduled to close on October 1st.
- The Authority has a Request for Qualification out for engineers for the next round of improvements to the CGMA System.

XXI. Adjourn

Board Member Donald Johnston made the motion to adjourn. Board Member Stanley Thomas seconded the motion. Board President Brad Morgan declared the meeting adjourned at 1.38 p.m.

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Recording Secretary

Secretary-Treasurer

AGENDA ITEM V

RESOLUTION NO. _____

**A RESOLUTION BY THE BOARD OF DIRECTORS OF THE
GREATER TEXOMA UTILITY AUTHORITY AUTHORIZING
PAYMENT OF ACCRUED LIABILITIES FOR THE MONTH OF SEPTEMBER**

The following liabilities are hereby presented for payment:

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
GENERAL:				
<u>Dues and Subscriptions</u>				
Denison Area Chamber of Commerce (Membership fee renewal)	100.00			
<u>Fuel and Reimbursements for Mileage</u>				
Nichole Murphy (Reimbursement for mileage)	102.51			
Paul Sigle (Reimbursement for Mileage)	62.85			
Stacy Pactrick (Reimbursement for mileage)	99.08			
Velma Starks (Reimbursement for mileage)	37.86			
Valero Fleet Plus (Fuel - Operations Vehicles)	1,676.35			
<u>Insurance</u>				
TWCA Risk Management (Workers' compensation insurance, August & September)	900.00			
TWCA Risk Management (MVR for Sigle & Parkman 7/1/24-7/1/25)	15.00			
<u>Leases/Rental Fees</u>				
North Texas Regional Airport (Lease - administrative offices)	2,494.64			
<u>Legal Fees</u>				
Wynne Smith & Young LLC (Agenda, Board Meeting)	893.75			
<u>Maintenance Agreements</u>				
Novatech (Konika-Minolta copier)	1,108.26			
<u>Meetings and Conferences</u>				
American Express (TWCA Meeting)	95.00			
Debi Atkins (BOD drinks)	19.20			
Feast On This (BOD Lunch)	272.00			
<u>Postage</u>				

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
United States Postal Service (Meter Refill)	500.00			
United States Postal Service (Post Office Box annual renewal)	410.00			
<u>Professional Services</u>				
Final Details (Cleaning Service)	585.00			
<u>Repair & Maintenance - Building & Equipment</u>				
American Express (Chlorimeter and kit for operations)	621.72			
Bank of Texas Visa (Secure Shredding and new dolly)	436.18			
Hach Company (Assy Pack Chemkeys)	127.58			
USA Bluebook (Replacement pH Electrode Double junction for 87852)	62.97			
USA Bluebook (Liquid Testing agents)	203.20			
USA Bluebook (PlantPro Fast pH2 tester with replaceable electrode 2 each for operations)	204.00			
<u>Repair & Maintenance - Administrative and Operations Vehicles</u>				
Whistlestop Oil Change (2022 Ranger oil change and 2016 F150 inspection fee, 2014 F150 oil change)	225.90			
<u>Supplies</u>				
American Express (General Office Supplies, GoDaddy email & Security renewal)	707.76			
Office Depot (General Office Supplies)	212.55			
<u>Training</u>				
Bank of Texas Visa (PFIA Training for LL)	240.00			
Texas Sate Library & Archives Commission (Record Retention Workshop for SP)	36.00			
<u>Utilities</u>				
ATMOS Energy (Gas)	133.92			
City of Denison (Water)	281.37			
City of Sherman (Trash services)	93.50			
Shell Energy (Electric)	620.53			
Sparklight (Internet)	115.93			
Zulty Inc.(phone lines - local & long distance)	179.37			
Dave Tomlinson (Reimbursement for cell phone expenses)	25.00			
Eric Kyukendall (Reimbursement for cell phone expenses)	25.00			
Nichole Murphy (Reimbursement for cell phone expences)	25.00			
Paul Sigle (Reimbursment for cell phone expense & internet change)	8.34			
Richard McCool (Reimbursement for cell phone expense)	25.00			
Stacy Patrick (Reimbursement for cell phone expenses)	25.00			
Steve White (Reimbursement for cell phone expenses)	25.00			
Wayne Eller (Reimbursement for cell phone expenses)	25.00			

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
TOTAL:	\$ 14,057.32	\$ 28,741.36	\$ 33,540.50	
SOLID WASTE:				
<u>Utilities</u>				
Grayson-Collin Electric (August & September)	556.82			
Starr Water Supply	34.17			
TOTAL:	\$ 590.99	\$ 34.17	\$ 524.89	
WASTEWATER:				
<u>Advertising</u>				
American Express (Sherman 2019 - Bids for Lab Bldg Addition & Remodel posted in the Herald Democrat)	366.63			
American Express (Sherman 2019 - Bids for Lab Bldg Addition and Remodel posted in the McKinney Courier Gazette)	1,580.33			
American Express (Sherman 2019 - Bids for Lab Bldg Addition and Remodel posted in the Gainesville Daily Register)	1,583.60			
<u>Construction Contracts</u>				
Archer Western (Pottsboro 2022 - WWTP Expansion & Rehab for .65 MGD flow rate. Pay App #17)	516,999.21			79.00%
Archer Western (Pottsboro 2022 - WWTP Expansion & Rehab for .65 MGD flow rate. Pay App #18)	541,073.13			75.00%
Archer Western (Sherman 2022 - WTP Expansion Pkg #1, Pay app #18)	313,764.86			96.00%
ANA Site Const. (Sherman 2022 - Downtown Wastewater improvements Phase 1 Pay App #2)	282,413.05			20.00%
Kiewit (Sherman 2023 - WWTP MBR Pay App # 11)	10,340,783.96			30.00%
Kiewit (Sherman 2023 - WWTP MBR Pay App # 12)	16,359,223.54			35.86%
Urban Infraconstruction (Bells 2022 - WWTP Rehabilitation Pay App #6)	224,408.56			73.00%
Urban Infraconstruction (Bells 2022 - WWTP Rehabilitation Pay App #7)	47,849.13			77.00%
Western Municipal Const. (Sherman 2024 - Post Oak Swr PH 1. Pay app #1)	341,925.61			9.00%
<u>Engineering Fees</u>				
Antero (Bells 2022 - Wastewater Engineering)	31,097.68			82.50%
Antero (Bells 2022 - Wastewater Engineering)	8,510.00			84.00%
Binkley & Barfield (Sherman 2021 - Southside Industrial Sanitary Sewer Replacement for July 2024)	713.91			85.00%
Huitt-Zollars (Sherman 2021 - Post Oak Sanitary sewer Improvements. Engineering services through 8/31/24)	4,300.00			61.00%
Lockwood, Andrews & Newman (Sherman 2019 - Post Oak Creek Interceptor services through 9/13/24)	40,824.00			15.00%
Lockwood, Andrews & Newman (Sherman 2024 - Post Oak Creek Interceptor services through 9/13/24)	40,926.00			15.00%
Mead & Hunt (Sherman 2024 - Post Oak WWTP Digester and Blower Rehab for services through 8/31/24)	2,852.80			
Mead & Hunt (Sherman 2024 - Post Oak WWTP Digester and Blower Rehab for services through 9/30/24)	5,135.04			32.00%
McManus & Johnson (Van Alstyne 2021 - Elevated Storage Tank construction complete as of 8/31/24)	5,250.00			92.00%
McManus & Johnson (Van Alstyne 2021 - Elevated Storage Tank construction complete as of 9/30/24)	6,300.00			95.00%

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Plummer (Sherman 2023 - Industrial WW Support / WWT and Water Reuse Master Plan through 8/30/24)	301,226.13			66.00%
Plummer (Sherman 2024 - Industrial WW Support / WWT and Water Reuse Master Plan through 8/30/24)	1,065,022.43			66.00%
Plummer (Sherman 2024 - Industrial WW Support / WWT and Water Reuse Master Plan through 9/27/24)	529,709.06			69.00%
Plummer (Pottsboro 2019 - WWTP PH2 Construction phase services through 9/27/24)	6,891.00			86.00%
Plummer (Pottsboro 2019 - WWTP PH2 Construction phase services through 8/30/24)	10,336.50			81.00%
Plummer (Pottsboro 2019 - WWTP PH2 II RPR Services through 8/30/24)	5,635.00			84.00%
Plummer (Pottsboro 2019 - WWTP PH2 II RPR Services through 9/27/24)	6,440.00			88.00%
Plummer (Sherman 2022 - WWTP Electrical Switchgear Design for electrical generator services through 9/30/24)	14,971.92			66.00%
<u>Miscellaneous</u>				
BLX Group (Pottsboro 2019 - Arbitrage Analysis 23-24)	1,000.00			
FAO USACE Tulsa District (Sherman 2021 REF- DACW56-05-WS0007 - Water storage O&M for Lake Texoma	5,653.59			
FAO USACE Tulsa District (Sherman 2021 REF - Repair, Rehab, Replacement costs for Lake Texoma 10/21/24-10/20/25)	7,492.96			
United States Treasury (Pottsboro 2019 Arbitrage payment through 7-24)	231,102.12			
<u>Paying Agent Fees</u>				
Bank of Texas Trust (Sadler 2016 - GTUASADLER16 10/1/24)	300.00			
<u>Postage</u>				
Federal Express - (Sherman 2023 - Contract docs requesting corporate seal sent to Elliot Electric Supply for Post Oak Pad mounted switches and transformers)	67.07			
TOTAL:	<u>\$ 31,303,728.82</u>	<u>\$ 2,647,513.72</u>	<u>\$ 3,994,258.27</u>	
WATER:				
<u>Advertising</u>				
American Express (Sherman 2022 - Bids for Misc. Water line Improvements posted in the McKinney Couier Gazette)	1,281.88			
American Express (Sherman 2022 - Bids for Misc. Water line Improvements posted in the Gainesville Daily Register)	1,245.20			
American Express (Sherman 2022 - Bid Advertisement for the Shepherd Utilities Pad + C Sewer and lines posted in the Herald Democrat)	308.55			
American Express (Sherman 2022 - Bid Advertisement for the Shepherd Utilities Pad + C Sewer and lines posted in the McKinney Courier Gazette)	1,417.55			
American Express (Sherman 2022 - Bids for Misc. Water line Improvements posted in the Herald Democrat)	275.88			
<u>Construction Costs</u>				
Bel Air Village (Sherman 2023 - Utilities PH2 London Lane & Beach Blvd. #12A invoice 2024.09)	244,482.58			84.00%

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
BELT Construction (Princeton 2022 - Water MainCIP projects 6,8 & 17. Pay App #6)	14,364.00			95.00%
Cohn & Gregory (Sherman 2023A - WTP equipment, materials, and supplies ticket)	4,023.64			
Elliott Electric Supply (Sherman 2023 - WTP Rehab materials and supplies)	674.54			
Freese & Nichols (Sherman 2022 - NW & SW Transmission Pipeline services through 9/30/24)	70,325.39			83.00%
Parkhill (Sherman 2021 - WTP emergency power generation for Sept. 2024 engineering services)	1,092.06			98.04%
Red River Construction (Sherman 2023 - WTP Flocculation & Sedimentation Pay App #1)	154,802.50			9.00%
Red River Construction (Sherman 2023 - WTP Flocculation & Sedimentation Pay App #2)	34,580.00			11.00%
Red River Construction (Sherman 2023 - WTP Las and Rapid Mix improvements Pay App #2)	109,598.70			4.00%
Red River Construction (Sherman 2023 - WTP Las and Rapid Mix improvements Pay App #3)	64,831.80			6.00%
Red River Construction (CGMA - Pump Station Rehab Pay App #10)	183,040.31			61.00%
Red River Construction (CGMA - Pump Station Rehab Pay App #11)	46,675.40			62.00%
Reliance Fasteners of Denison (Sherman 2023 - WTP Rehab. 316 SS HXHD Capscrews)	254.51			
Sherman Machine (Sherman 2023 - WTP Rehab 8 Prop Adaptors bored)	600.00			
Tank Builders (CGMA - Bloomdale Pump Station Contract B Ground Storage Tank Pay App #1)	300,753.00			38.00%
Triad (Sherman 2023 - WTP Discharge Channel Pay App #1)	22,800.00			1.00%
Triad (Sherman 2023 - SH 23 OM - WTP Discharge Channel Pay App #2)	161,025.00			11.00%
Triad (Sherman 2023 - WTP Concentrate Discharge Force Main Pay App #1)	23,750.00			1.00%
Triad (Sherman 2023 - WTP Concentrate Discharge Force Main Pay App #2)	184,053.00			16.00%
Winsupply (Bells 2022 - Meter management, software and training)	9,000.00			
<u>Engineering Fees</u>				
Freese & Nichols (Sherman 2022 - NW & SW Pipeline 82% complete)	87,488.38			82.00%
Freese & Nichols (Sherman 2023 - Lead & Copper Rule Revision through 8/31/24)	7,028.27			
Freese & Nichols (Sherman 2023 - Lake Texoma Pump Station Expansion Amendment #1 period through August 2024)	34,672.01			60.00%
Garney (Sherman 2024 - CMAR 36" NW/SW water main transmission line Pay App #14)	7,022,571.24			48.00%
Garver (Sherman 2023 - WTP Expansion project. Professional Engineering Services through 8/30/24)	32,650.86			93.10%
Garver (Sherman 2023 - Expansion project. Professional Engineering Services through 9/27/24)	4,098.50			94.00%
Garver (Sherman 2024A - Stephens Rd. Ground Storage Tank & Pump Station Rehab as of 8/30/24)	31,702.56			
Garver (Sherman 2024A - Stephens Rd. Ground Storage Tank & Pump Station Rehab as of 9/27/24)	40,442.40			60.00%
Geotex (Sherman 2022 - Multiple sample locations for 36" West Sherman Water Main for August 2024)	115,899.89			
Geotex (Sherman 2022 - Inspection services for the 36" West Sherman Water Main for July 2024)	113,457.72			
Geotex (Sherman 2023 - WTP Concentrate Discharge System engineering services dated 8/31/24)	3,543.38			
Hayter Engineering (Gober 2021 - Water System Improvements correcting amount due to vendor)	112.19			
Pape-Dawson (Sherman 2023 - WTP Concentrate Discharge & Outfall Design services through 8/23/24)	37,934.25			86.00%
Pape-Dawson (Sherman 2023 - WTP Concentrate Discharge & Outfall Design services through 9/27/24)	38,614.50			89.00%
Pape-Dawson (Sherman 2022 - Sherman Program Management services through 8/23/24)	265,429.02			86.00%
Parkhill (Sherman 2021 - Sherman emergency power generation for August 2024 engineering services)	1,500.00			96.85%
<u>Groundwater</u>				
American Express (NTGCD - TAGD, TWCA)	935.22			
American Express (RRGCD - TAGD, TWCA)	1,012.21			
AT&T Mobility (NTGCD - W. Parkman - cell phone)	86.51			
Allen Burks (NTGCD - cell phone reimbursement)	12.50			
Allen Burks (RRGCD - cell phone reimbursement)	12.50			

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
Bank of Texas Visa (NTGCD - BOD Chick-Fil-A, GMA8 Grayson Cty Posting,)	282.60			
Debi Atkins (RRGCD - reimbursement for BOD drinks)	11.55			
Kenneth Elliott (NTGCD - cell phone reimbursement)	12.50			
Kenneth Elliott (RRGCD - cell phone reimbursement)	12.50			
Paul Sigle (NTGCD - reimbursements, mileage, phone)	189.23			
Paul Sigle (RRGCD - cell phone reimbursement)	8.33			
Valero Fleet Plus (NTGCD - Fuel)	261.59			
Velma Starks (NTGCD - mileage reimbursement)	23.00			
Velma Starks (RRGCD - mileage reimbursement)	26.54			
Whistlestop Car Spa (NTGCD - Oil changes, etc. Inspection fee for 2019 F150)	7.00			
Zulty, Inc. (NTGCD - 800 line, local & long distance)	179.36			
Zulty, Inc. (RRGCD - 800 line, local & long distance)	179.37			
<u>Legal</u>				
Terrill & Waldrop (Sherman 2019 - Matter No. 10099, consultation regarding LK Texoma storage rights for July 2024)	2,687.50			
Terrill & Waldrop (Sherman 2019 - Matter No. 10099, consultation regarding LK Texoma storage rights for 8/28/24)	550.00			
Wynne Smith & Young (Sherman 2023 - GTUA & Member Cities for Water & Sewer services for August 2024)	618.75			
<u>Miscellaneous</u>				
Friendship Ranch Inc. (Sherman 2023 - Sherman ROW 36" line easement)	60,454.00			
<u>Postage</u>				
Federal Express (NTGCD - BOD Appreciation award to David Flusche)	21.45			
<u>CGMA Repair & Maintenance</u>				
Auto Works Service Center (CGMA - Tire repair for Ford F250)	23.04			
Brenntag Southwest (CGMA - Chemicals to disinfect water lines)	4,904.10			
Enviornmental Monitoring Lab (CGMA - Nitrate Nitrogen, Nitrite Nitrogen Water tests, multiple test sites along water lines)	1,104.00			
Kemp Lawn Maintenance (CGMA - Bloomdale Pump Station)	380.00			
RLC Controls (CGMA - Replaced old meter with new 8" Flow Meter at Anna Hwy 5 Vault. includes installation and commissioning.	7,108.30			
Pump Solutions (CGMA - 7/26/24 crane use to service and troubleshoot pump #1)	945.00			
Texas Excavation Safety System, Inc. (CGMA - Message Fees)	484.15			
<u>Supplies</u>				
Hach Company (CGMA - Assy Pack Chemkey 25 pieces)	382.74			
Lowes (CGMA - Misc. parts and supplies for routine maintenance)	1,092.79			
Matheson Tri Gas (CGMA - Nitrogen bottle rentals for Bloomdale Pump Station)	129.39			

	CURRENT	PRIOR MONTH	PRIOR YEAR	% COMPLETE
<u>CGMA Utilities</u>				
A1 Little John (CGMA - Bloomdale P.S. - Portable toilet rental from	130.44			
AT & T Mobility (CGMA - Emergency back up lines)	788.88			
AT & T U-Verse (CGMA - Bloomdale Pump Station, Internet)	53.76			
North Texas Municipal Water District (Water Usage)	468,294.40			
North Texas Municipal Water District (Excess Water Usage)	112,984.11			
Shell Energy (Bloomdale Pump Station)	30,201.29			
Waste Connections Lone Star (CGMA - Bloomdale Pump Station trash collection)	97.22			
Valero (CGMA - Fuel for 2023 F250)	393.40			
TOTAL:	<u>\$ 10,169,481.88</u>	<u>\$ 11,284,821.11</u>	<u>\$ 3,046,031.33</u>	
GRAND TOTAL:	<u>\$ 41,487,859.01</u>	<u>\$ 13,961,110.36</u>	<u>\$ 7,074,354.99</u>	

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY THAT the Secretary-Treasurer is hereby authorized to make payments in the amounts listed above.

On motion of _____ and

seconded by _____, the foregoing

Resolution was passed and approved on this, the _____ day of _____, _____ by the following vote:

AYE:

NAY:

At a regular meeting of the Board of Directors of the Greater Texoma Utility Authority.

President

ATTEST:

Secretary/Treasurer

AGENDA ITEM VI

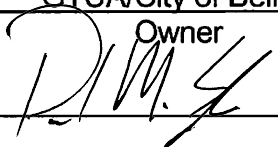
CHANGE ORDER No. 2

ENGINEER'S Project No.: 3525-006-01
PROJECT: **GTUA/ City of Bells**
CONTRACTOR: Urban Infraconstruction

ORIGINAL CONTRACT Amount: \$ **1,400,500.00** CONTRACT Date: January 24, 2024

TO: Urban Infraconstruction, LLC
CONTRACTOR

You are directed to make the changes noted below in the subject Contract:

GTUA/City of Bells
Owner
By: 
Dated: 9/20/2024

NATURE OF CHANGES:

- 1) Route PVC pipe from potable water source to new screen to provide washwater meeting the equipment's demand and pressure requirements outlined in the screen O&M manual. See attached proposal. No impact to critical path of contract time, 0 days for this change order.

A summary of the changes is attached.

These changes result in the following adjustment of Contract Price and Contract Time:

Original Contract Price:	\$ <u>1,420,500.00</u>
Change Order No. 2:	\$ <u>5,014.78</u>
Credit:	\$ <u>0.00</u>
Previous Change Order(s) Price:	\$ <u>-17,216.00</u>
New Contract Price:	\$ <u>1,408,298.78</u>
Percent Change:	<u>-0.9%</u>

The Above Changes are Recommended for Approval:

Plummer Associates, Inc.

Engineer

By: Paula Monaco

Digitally signed by Paula Monaco
DN: cn=Paula Monaco, email=Paula.Monaco@plummer.com,
ou=Plummer Associates, o=Plummer Associates, cn=Paula Monaco
Date: 2024.09.16 14:09:43-0500

Dated: September 16, 2024

Contractor

By: 

Digitally signed by Martha M
Gonzalez-Munoz
DN: C=US,

E=mgonzalezmunoz@urbanconstruct.com,
O="Urban Infrastructure, LLC", OU=Area
Manager- Water Resources, CN=Martha M
Gonzalez-Munoz
Date: 2024.09.16 17:39:42-0500

Dated:

The Above Changes are Accepted by:

City/Entity

By: 

Dated:

9-20-24

Office: 526 N Britain Rd.
Irving, TX 75061
Phone: 817-616-5544

INFRACONSTRUCTION

City of Bells_Wastewater Treatment Plant Rehabilitation
City of Bells
203 S. Broadway St.
Bells, Texas 75414

July 31, 2024

Re: PCO-Additional 1" Water Line for Bar Screen

Project Name: City Of Bells | Wastewater Treatment Plant Rehabilitaiton

Please see the attached cost estimate for additional scope- 1" water line installation for bar screen. The proposed connection would be from North West corner of the clarifier to new influent screen structure. The total length of pipe is 102' LF.

Additional Contract Days: ~~2 Day~~

0 Day

(Work does not impact critical path of schedule)

- PAM

Regards,

Anjali Vanzara
Project Manager

AGENDA ITEM VII

Change Order No. 6

Date of Issuance:	Effective Date:
Owner: GTUA obo City of Whitewright	Owner's Contract No.: WTW007.002
Contractor: Underwood, Inc.	Contractor's Project No.: WTW007.002
Engineer: KSA engineers, Inc.	Engineer's Project No.: WTW007.002
Project: TWDB Water Distribution System Improvements	Contract Name: 62831 CID 02

The Contract is modified as follows upon execution of this Change Order:

Description: Reconciliation
 Item #1.02: QNTY -224 Amount -\$9,632
 Item#1.16: QNTY +3 Amount +\$10,200
 Item#1.32 QNTY -1 Amount -\$7,000

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 752,421.75	Original Contract Times: Substantial Completion: <u>270 (10/16/2022)</u> Ready for Final Payment: <u>300 (11/15/2022)</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>5</u> : \$ 27,525.00	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____ : Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: _____ \$ 779,946.75	Contract Times prior to this Change Order: _____ Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: _____ \$ -6,432.00	[Increase] [Decrease] of this Change Order: _____ Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price Incorporating this Change Order: _____ \$ 773,514.75	Contract Times with all approved Change Orders: _____ Substantial Completion: _____ Ready for Final Payment: _____ days or dates

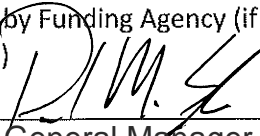
RECOMMENDED:
 By: _____
 Engineer (If required)
 Title: _____
 Date: _____

ACCEPTED:
 By: Brandon Garcia
 Owner (Authorized Signature)
 Title: Publicworks Director
 Date: 7/23/24

ACCEPTED:
 By: [Signature]
 Contractor (Authorized Signature)
 Title: President
 Date: 7-23-24

Approved by Funding Agency (if
applicable)

By:



Date: 9/18/2024

Title:

General Manager

AGENDA ITEM XI



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: October 16, 2024

SUBJECT: AGENDA ITEM NO. XI

PREPARED & SUBMITTED BY: Paul Sigle, General Manager

CONSIDER AND ACT UPON THE AWARD OF CONTRACT FOR CITY OF SHERMAN MISCELLANEOUS WATER LINE IMPROVEMENTS.

ISSUE

Consider and act upon the award of contract for City of Sherman Miscellaneous Water Line Improvements.

BACKGROUND

This project was identified by the City of Sherman's Utility Department as a high priority replacement project for the City's water system. This project replaces approximately 3,300' of water line between 4 different locations around Sherman.

CONSIDERATIONS

The City of Sherman received nine bids on August 15th at 3:00 PM. Kitching & Co. LLC was the apparently lowest bidder with an amount of \$685,365.08. The City of Sherman's Engineering Department has reviewed Kitching & Co bid and references and has determined the bid is acceptable.

STAFF RECOMMENDATIONS

The Authority Staff recommend authorizing the General Manager to award a contract to Kitching & Co LLC in the amount of \$685,365.08. This item is contingent upon the City of Sherman's approval.

ATTACHMENTS

Recommendation Letter
Bid Tabulation
Agreement



City Council Regular Meeting

Agenda Item No. G.2.

Meeting Date: 9/16/2024

Prepared By: Travis Overturf, Civil Engineer

Approved By:

Caption:

RESOLUTION NO.

Awarding a Bid to and Authorizing Execution of a Contract Between Kitching & Co LLC and the Greater Texoma Utility Authority Based on an Invitation to Bid for the Miscellaneous Water Line Improvements 2022

Issue:

To consider awarding a bid to and authorizing execution of a contract between Kitching & Co LLC of Anna, Texas, and the Greater Texoma Utility Authority based on an invitation to bid for the Miscellaneous Water Line Improvements 2022.

Background:

This project was identified by our Utility Department as a high priority replacement project for our water system. This project replaces approximately 3,300' of water line between 4 different locations around Sherman.

Nine (9) bidders responded to the request for bids. Bids were opened on August 15th, and the lowest, responsive, responsible bid in the amount of \$685,365.08 was submitted by Kitching & Co LLC. The Engineer recommends awarding to this contractor. A bid tabulation is attached.

Origination:

Engineering Department

Financial Consideration:

Funding in the amount of \$685,365.08 will be provided through existing GTUA Open Market Bonds.

Staff Recommendation:

It is recommended that the bid be awarded for the Miscellaneous Water Line Improvements 2022 to Kitching & Co LLC in the amount of \$685,365.08. It is also recommended that the Greater Texoma Utility Authority (GTUA) be authorized to execute the required contract documents.

Alternatives:

As may be directed by City Council

Attachments:

1. Resolution No.
2. Unsigned Agreement
3. Bid Tabulation
4. Location Map

Project: Miscellaneous Water Line Improvements 2022
Owner: City of Sherman
Number: 2024-21
Project # 1516-U and Bid Number 2024-21

Item	Description	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
G1	Mobilization	1	LS	30,250.00	\$30,250.00	40,000.00	\$40,000.00	45,000.00	\$45,000.00	50,000.00	\$50,000.00
G2	Right-of-Way Preparation	1	LS	7,865.00	\$7,865.00	5,000.00	\$5,000.00	2,000.00	\$2,000.00	20,000.00	\$20,000.00
G3	Traffic Control	1	LS	5,808.00	\$5,808.00	4,000.00	\$4,000.00	3,000.00	\$3,000.00	15,000.00	\$15,000.00
G4	SW3P Implementation & Maintenance	1	LS	3,025.00	\$3,025.00	3,500.00	\$3,500.00	2,500.00	\$2,500.00	10,000.00	\$10,000.00
G5	Audio & Video Route Survey	1	LS	1,815.00	\$1,815.00	1,000.00	\$1,000.00	1,500.00	\$1,500.00	5,000.00	\$5,000.00
M1	Sodding	200	SY	14.85	\$2,970.00	10.00	\$2,000.00	9.00	\$1,800.00	15.00	\$3,000.00
M2	Furnishing & Replacing Topsoil (2" Min)	200	SY	4.84	\$968.00	15.00	\$3,000.00	1.00	\$200.00	25.00	\$5,000.00
M3	Miscellaneous Irrigation Allowance	1	LS	7,865.00	\$7,865.00	1,500.00	\$1,500.00	2,500.00	\$2,500.00	5,000.00	\$5,000.00
M4	Tree Protection	8	EA	730.13	\$5,841.04	200.00	\$1,600.00	200.00	\$1,600.00	600.00	\$4,800.00
M5	Construction Contingency Allowance	1	LS	125,000.00	\$125,000.00	125,000.00	\$125,000.00	125,000.00	\$125,000.00	125,000.00	\$125,000.00
P1	Temporary Asphalt Pavement Repair for Water Line Trench	1,240.00	SY	30.33	\$37,609.20	70.00	\$86,800.00	100.00	\$124,000.00	65.00	\$80,600.00
P2	Remove & Replace Asphalt Pavement (Full-Depth Repair)	247	SY	30.88	\$7,627.36	80.00	\$19,760.00	100.00	\$24,700.00	122.00	\$30,134.00
P3	Remove & Replace Gravel Parking Lot	80	SY	31.56	\$2,524.80	35.00	\$2,800.00	40.00	\$3,200.00	40.00	\$3,200.00
P4	Remove & Replace Reinforced Concrete Pavement	95	SY	127.81	\$12,141.95	120.00	\$11,400.00	180.00	\$17,100.00	95.00	\$9,025.00
P5	Remove & Replace Concrete Driveway (6")	46	SY	109.43	\$5,033.78	120.00	\$5,520.00	180.00	\$8,280.00	160.00	\$7,360.00
P6	Remove & Replace Curb & Gutter	198	LF	120.33	\$23,825.34	60.00	\$11,880.00	40.00	\$7,920.00	30.00	\$5,940.00
P7	Remove Sidewalk (4")	18	SY	61.51	\$1,107.18	80.00	\$1,440.00	30.00	\$540.00	40.00	\$720.00
P8	Remove & Replace Concrete Flume	1.5	SY	358.96	\$538.44	200.00	\$300.00	300.00	\$450.00	200.00	\$300.00
P9	Remove Existing Retaining Wall	8	LF	70.90	\$567.20	100.00	\$800.00	100.00	\$800.00	750.00	\$6,000.00
P10	Remove Curb & Gutter	10	LF	56.00	\$560.00	40.00	\$400.00	30.00	\$300.00	20.00	\$200.00
P11	Barrier Free Ramp	1	EA	5,445.00	\$5,445.00	2,000.00	\$2,000.00	3,500.00	\$3,500.00	2,200.00	\$2,200.00
W1	6" PVC C-900, DR-14 Water Line Pipe (Open Cut)	1,080.00	LF	69.73	\$75,308.40	52.00	\$56,160.00	72.00	\$77,760.00	87.00	\$93,960.00
W2	6" PVC C-900, DR-18 Water Line Pipe (By Other Than Open Cut)	500	LF	85.83	\$42,915.00	45.00	\$22,500.00	80.00	\$40,000.00	130.00	\$65,000.00
W3	6" PVC C-900, DR-18 Water Line Pipe (Open Cut)	1,010.00	LF	51.24	\$51,752.40	43.00	\$43,430.00	69.00	\$69,690.00	87.00	\$87,870.00
W4	12" PVC C-900, DR-18 Water Line Pipe (Open Cut)	720	LF	95.63	\$68,853.60	134.00	\$96,480.00	112.00	\$80,640.00	100.00	\$72,000.00
W5	Remove Pipe	25	LF	15.49	\$387.25	30.00	\$750.00	40.00	\$1,000.00	80.00	\$2,000.00
W6	Connect Proposed 6"-12" to Existing 2"-12" Water Line (Dead End, Gate Valve, Reducer, Tee, or Cross)	8	EA	2,164.51	\$17,316.08	6,000.00	\$48,000.00	6,000.00	\$48,000.00	6,000.00	\$48,000.00
W7	Connect Proposed 6"-12" to Existing 2"-8" Water Line (Special Connection)	2	EA	1,713.22	\$3,426.44	1,800.00	\$3,600.00	5,500.00	\$11,000.00	4,900.00	\$9,800.00
W8	Connect Proposed 6" to Existing 8" Water Line (Tapping Sleeve & Gate Valve)	1	EA	3,794.42	\$3,794.42	4,400.00	\$4,400.00	6,200.00	\$6,200.00	7,800.00	\$7,800.00
W9	Cut & Cap Abandon-in-Place Existing										

Date: 8/15/2024

Bid Tabulation

Project: Miscellaneous Water Line Improvements 2022

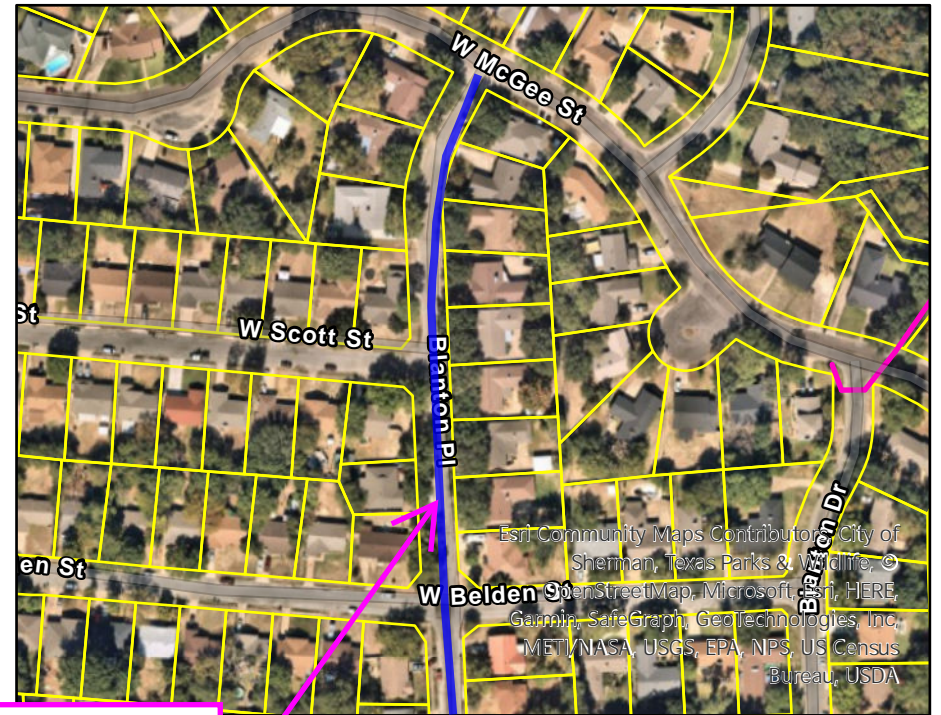
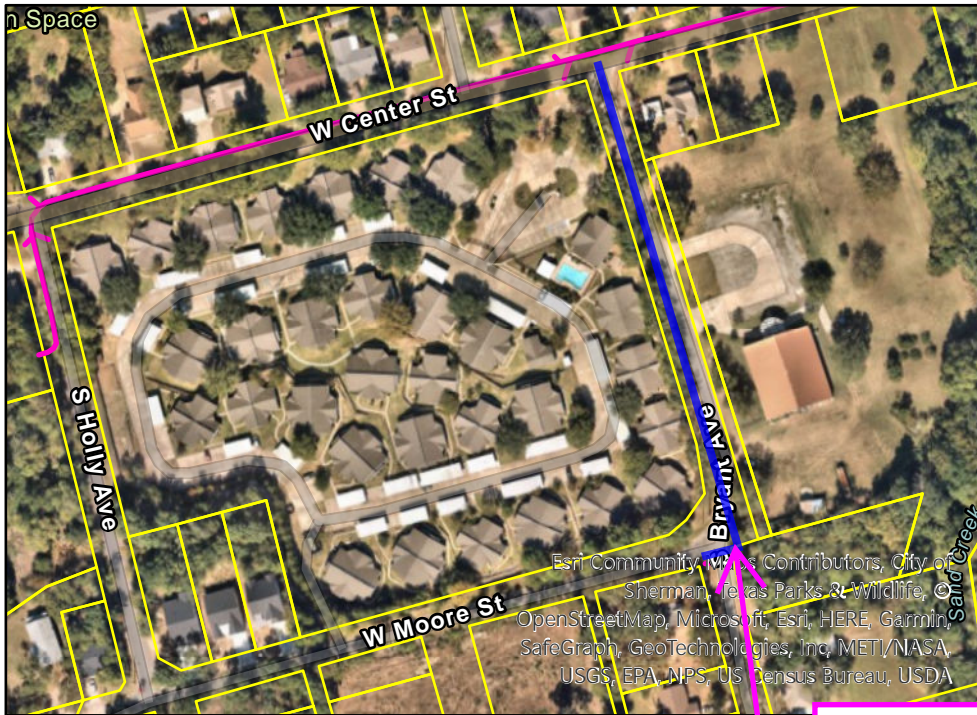
Owner: City of Sherman

Number: 2024-21

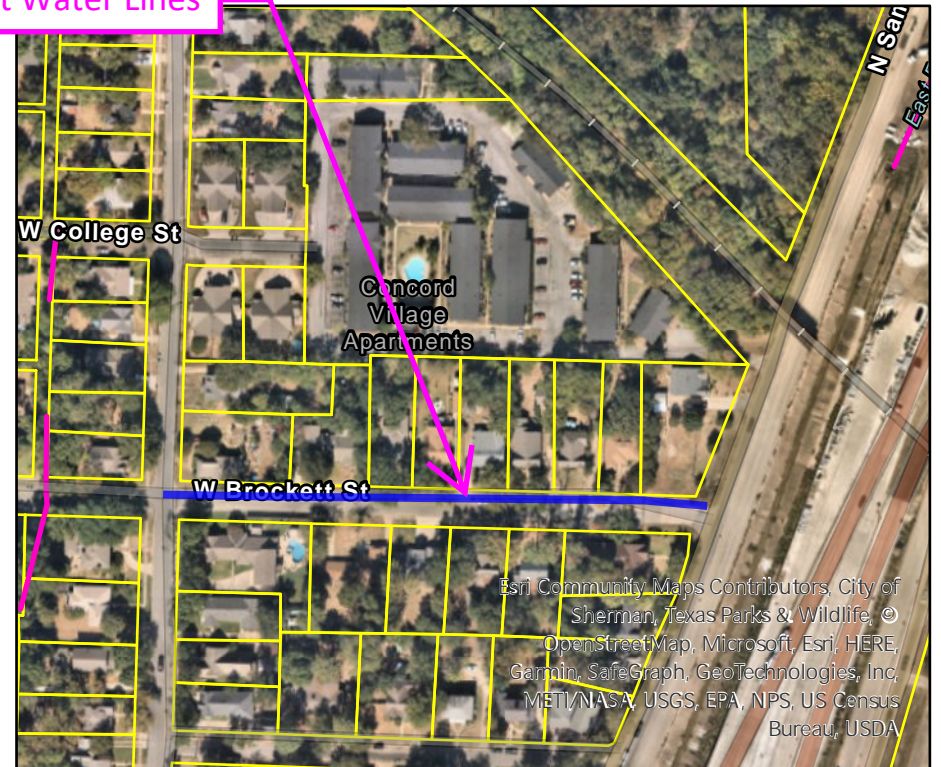
Project # 1516-U and Bid Number 2024-21

Date: 8/15/2024

				Western Municipal Construction							
Item	Description	Estimated Quantity		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
G1	Mobilization	1	LS	456,750.23	\$456,750.23		\$0.00		\$0.00		\$0.00
G2	Right-of-Way Preparation	1	LS	15,944.76	\$15,944.76		\$0.00		\$0.00		\$0.00
G3	Traffic Control	1	LS	12,045.01	\$12,045.01		\$0.00		\$0.00		\$0.00
G4	SW3P Implementation & Maintenance	1	LS	12,827.93	\$12,827.93		\$0.00		\$0.00		\$0.00
G5	Audio & Video Route Survey	1	LS	7,227.00	\$7,227.00		\$0.00		\$0.00		\$0.00
M1	Sodding	200	SY	22.92	\$4,584.00		\$0.00		\$0.00		\$0.00
M2	Furnishing & Replacing Topsoil (2" Min)	200	SY	20.51	\$4,102.00		\$0.00		\$0.00		\$0.00
M3	Miscellaneous Irrigation Allowance	1	LS	31,317.02	\$31,317.02		\$0.00		\$0.00		\$0.00
M4	Tree Protection	8	EA	591.72	\$4,733.76		\$0.00		\$0.00		\$0.00
M5	Construction Contingency Allowance	1	LS	125,000.00	\$125,000.00		\$0.00		\$0.00		\$0.00
P1	Temporary Asphalt Pavement Repair for Water Line Trench	1,240.00	SY	104.75	\$129,890.00		\$0.00		\$0.00		\$0.00
P2	Remove & Replace Asphalt Pavement (Full-Depth Repair)	247	SY	90.61	\$22,380.67		\$0.00		\$0.00		\$0.00
P3	Remove & Replace Gravel Parking Lot	80	SY	52.64	\$4,211.20		\$0.00		\$0.00		\$0.00
P4	Remove & Replace Reinforced Concrete Pavement	95	SY	281.49	\$26,741.55		\$0.00		\$0.00		\$0.00
P5	Remove & Replace Concrete Driveway (6")	46	SY	282.91	\$13,013.86		\$0.00		\$0.00		\$0.00
P6	Remove & Replace Curb & Gutter	198	LF	202.48	\$40,091.04		\$0.00		\$0.00		\$0.00
P7	Remove Sidewalk (4")	18	SY	283.30	\$5,099.40		\$0.00		\$0.00		\$0.00
P8	Remove & Replace Concrete Flume	1.5	SY	281.49	\$422.24		\$0.00		\$0.00		\$0.00
P9	Remove Existing Retaining Wall	8	LF	531.49	\$4,251.92		\$0.00		\$0.00		\$0.00
P10	Remove Curb & Gutter	10	LF	126.47	\$1,264.70		\$0.00		\$0.00		\$0.00
P11	Barrier Free Ramp	1	EA	5,420.25	\$5,420.25		\$0.00		\$0.00		\$0.00
W1	6" PVC C-900, DR-14 Water Line Pipe (Open Cut)	1,080.00	LF	160.94	\$173,815.20		\$0.00		\$0.00		\$0.00
W2	6" PVC C-900, DR-18 Water Line Pipe (By Other Than Open Cut)	500	LF	393.48	\$196,740.00		\$0.00		\$0.00		\$0.00
W3	6" PVC C-900, DR-18 Water Line Pipe (Open Cut)	1,010.00	LF	139.45	\$140,844.50		\$0.00		\$0.00		\$0.00
W4	12" PVC C-900, DR-18 Water Line Pipe (Open Cut)	720	LF	180.61	\$130,039.20		\$0.00		\$0.00		\$0.00
W5	Remove Pipe	25	LF	26.59	\$664.75		\$0.00		\$0.00		\$0.00
W6	Connect Proposed 6"-12" to Existing 2"-12" Water Line (Dead End, Gate Valve, Reducer, Tee, or Cross)	8	EA	6,573.95	\$52,591.60		\$0.00		\$0.00		\$0.00
W7	Connect Proposed 6"-12" to Existing 2"-8" Water Line (Special Connection)	2	EA	6,664.30	\$13,328.60		\$0.00		\$0.00		\$0.00
W8	Connect Proposed 6" to Existing 8" Water Line (Tapping Sleeve & Gate Valve)	1	EA	8,711.95	\$8,711.95		\$0.00		\$0.00		\$0.00
W9	Cut & Cap Abandon-in-Place Existing 2"-6" Water Line (Install Thrust Blocking)	11	EA	1,260.08	\$13,860.88		\$0.00		\$0.00		\$0.00
W10	Remove & Salvage Existing Gate Valve & Box	10	EA	531.49	\$5,314.90		\$0.00		\$0.00		\$0.00
W11	Remove & Salvage Existing Fire Hydrant Assembly	2	EA	5,314.93	\$10,629.86		\$0.00		\$0.00		\$0.00
W12	Standard Fire Hydrant Assembly	5	EA	10,446.09	\$52,230.45		\$0.00		\$0.00		\$0.00
W13	6" Gate Valve & Box	22	EA	2,081.25	\$45,787.50		\$0.00		\$0.00		\$0.00
W14	12" Gate Valve & Box	6	EA	4,369.84	\$26,219.04		\$0.00		\$0.00		\$0.00
W15	Short Service	22	EA	1,966.36	\$43,259.92		\$0.00		\$0.00		\$0.00
W16	Long Service	19	EA	3,942.87	\$74,914.53		\$0.00		\$0.00		\$0.00
W17	Trench Safety & Excavation Protection	2,983.00	LF	6.02	\$17,957.66		\$0.00		\$0.00		\$0.00
					\$0.00		\$0.00		\$0.00		\$0.00
TOTAL BASE BID					\$1,934,229.08		\$0.00		\$0.00		\$0.00



Replacement Water Lines



Sherman
CLASSIC TOWN. BROAD HORIZON.

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY ("GTUA") on behalf of The City of Sherman, and _____, a _____ corporation (the "CONTRACTOR"). GTUA and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

GTUA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the "Work"). The Work is generally described as follows:

MISCELLANEOUS WATER LINE IMPROVEMENTS 2022

Article 2. ENGINEER

The Project has been designed by Wade Trim, Fort Worth, Texas, who is hereinafter called ENGINEER and who is to act as GTUA'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work must be substantially completed and ready for final payment within 150 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.
- 3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA \$ 420.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. CONTRACT PRICE

GTUA shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit a Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by GTUA, as provided in the Special Provisions.

CONTRACTOR and GTUA acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of GTUA, which fiscal year ends on September 30th of each year, shall be subject to GTUA Board approval. In the event that the GTUA Board does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that GTUA shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

Article 6. **INTEREST**

If the contract amount of this Agreement is less than \$5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds \$5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce GTUA to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between GTUA and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
- 8.2 Solicitation for Bids

- 8.3 Instructions to Respondents
- 8.4 Certifications Required by Texas Law
- 8.5 Suspension and Debarment Certification
- 8.6 Bid Bond and Bid Bond POA
- 8.7 Statement of Respondent's Qualifications
- 8.8 Insurance Requirement Affidavit
- 8.9 Bid Submittal
- 8.10 Resolution of Award
- 8.11 Form 1295, Certificate of Interested Parties
- 8.12 Certificate of Insurance
- 8.13 Performance Bond and POA
- 8.14 Payment Bond and POA
- 8.15 Notice to Proceed
- 8.16 Closeout Documents
- 8.17 Special Provisions
- 8.18 Technical Specification prepared or issued by the City of Sherman dated 03/12/2024.
- 8.19 Drawings, consisting of sheets numbered 1 through 29, inclusive with each sheet bearing the following general title: City of Sherman, **MISCELLANEOUS WATER LINE IMPROVEMENTS 2022**
- 8.20 Addenda numbers to , inclusive.
- 8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the GTUA Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the GTUA's authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA'S project managers are authorized to issue Contingency Allowance Authorization but GTUA'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. INDEMNITY

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GTUA, THE CITY OF SHERMAN AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "GTUA" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING

THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS "CONTRACTOR" FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF GTUA (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST GTUA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, GTUA SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY GTUA, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY GTUA IN WRITING. GTUA RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, GTUA IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY GTUA IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND GTUA OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GTUA'S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. **LIABILITY**

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

GTUA or the City of Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

GTUA or the City of Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then GTUA or the City of Sherman shall have the right to terminate this Agreement. Any such act by GTUA or the City of Sherman shall not be deemed a waiver of any other right or remedy of GTUA or the City of Sherman.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

- 12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.
- 12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.
- 12.12 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 12.13 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal

representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, GTUA and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to GTUA, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by GTUA and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature below) will be deemed the effective date of this Agreement (the “Effective Date”).

GTUA:

By: _____

Date: _____

Attest: _____

Address for giving notices:

CONTRACTOR: _____

By: _____

Date: _____

(Corporate Seal)

Attest: _____

Address for giving notices:

AGENDA ITEM XII



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: October 16, 2024

SUBJECT: AGENDA ITEM NO. XII

PREPARED BY: Stacy Patrick, Project Manager

SUBMITTED BY: Paul Sigle, General Manager

**CONSIDER AND ACT UPON THE AWARD OF CONTRACT FOR THE CITY OF SHERMAN,
LABORATORY SERVICES BUILDING ADDITION & REMODEL PROJECT.**

ISSUE

Consider and act upon the award of contract for the City of Sherman, Laboratory Services Building Addition & Remodel Project.

BACKGROUND

Originally, the funds from the 2020 CWSRF bond issue were designated for the construction of a Brine Line Project to transport the waste from the City's Water Treatment Plant to Post Oak Wastewater Treatment Plant. Due to the Concentrate Discharge Project to discharge the concentrate into Lake Texoma, the City did not need the Brine Line. The City decided to reallocate these funds to support the construction of an addition and remodel of the Laboratory Services Building located at the Post Oak Wastewater Treatment Plant. This expansion and remodel are essential to ensure compliance with TCEQ requirements for an on-site certified laboratory.

CONSIDERATIONS

The City of Sherman received five bids for the Laboratory Services Building Addition & Remodel Project on September 19, 2024. However, one of the bids was determined to be not responsive due to providing a bid bond in the bid. The lowest responsive bidder was submitted by Hawk Builders, LLC of Gunter, with a bid amount of \$2,679,183.00 including the base bid and two additive alternates and with a construction time of 365 calendar days. The City's engineer's, Freeman-Millican, Inc., has reviewed the bid from Hawk Builders, LLC and has determine the bid as acceptable.

STAFF RECOMMENDATIONS

The Authority Staff recommend authorizing the General Manager to award a contract to Hawk Builders, LLC, in the amount of \$2,679,183.00. This item is contingent upon the City of Sherman's approval.

ATTACHMENTS

Recommendation Letter
Bid Tabulation
Agreement

September 24, 2024

Mr. Paul Sigle, GTUA General Manager
5100 Airport Dr, Denison, TX 75020

Mr. Tom Pruitt, P.E., Utility Engineer
317 South Travis Street, Sherman TX 75091

Re: Recommendation to Award:
City of Sherman, Laboratory Services Building Addition & Remodel

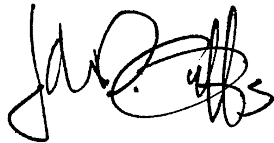
Dear Mr. Sigle & Mr. Pruitt:

Enclosed is the Bid Tabulation for the above-referenced project. Four bids were received and opened on September 19, 2024. The low bid was submitted by Hawk Builders, LLC of Gunter, Texas with a bid amount of \$2,679,183.00 including the base bid and two additive alternates, and with a construction time of 365 calendar days. The proposal form was completed without a signature, but the bid bond and contractor's qualification statement were signed. The bid amount is within the projected cost of \$2.5 to \$3.0 million.

The ICGM Group, LLC submitted an unsigned proposal with a copy of a bid bond submitted for a different project, the Sherman City Hall Remodel. The contractor's qualification statement was not properly completed. We recommend this proposal be rejected.

We did not know of Hawk Builders before they bid on the recent Sherman City Hall Remodel. We have reviewed their qualifications and financial statement. The financial statement has been provided to GTUA and the City of Sherman for further review. We also talked to Mr. Seton Hawkins in the Gunter office. Their references responded positively about their experiences with them on previous projects. We recommend the Owner waive the lack of a signature on their proposal and award the construction contract to Hawk Builders, LLC in the amount of \$2,679,183.00 including the base bid and two additive alternates.

Sincerely,
FREEMAN - MILLICAN, INC.

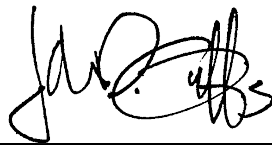


John Gattis, AIA

BID TABULATION
GREATER TEXOMA UTILITY AUTHORITY FOR CITY OF SHERMAN
LABORATORY SERVICES BUILDING ADDITION & REMODEL
BID DATE: SEPTEMBER 19, 2024

PREPARED BY: FREEMAN-MILLICAN, INC., ENGINEERS-ARCHITECTS-PLANNERS

BIDDER	BASE BID P.1 (LUMP SUM)	ADDITIVE ALTERNATES		TOTAL	CONTRACT TIME (CALENDAR DAYS)
A.1 (LUMP SUM)	A.2 (LUMP SUM)				
Hawk Builders, LLC 301 West Main Street Gunter, Texas 75058 214-934-1149	\$ 2,598,591.00	\$ 51,792.00	\$ 28,800.00	\$ 2,679,183.00	365
Tegrity Contractors, Inc. 202 N Allen Drive Suite E Allen, Texas 75013 972-562-6060	\$ 2,777,777.00	\$ 107,777.00	\$ 37,777.00	\$ 2,923,331.00	300
AUI Partners, LLC 9800 Hillwood Parkway - Suite 160 Fort Worth, Texas 76177	\$ 2,964,857.00	\$ 113,730.00	\$ 26,950.00	\$ 3,105,537.00	325
Lever Construction, LLC 2117 Martin Drive Bedford, Texas 940-631-0131	\$ 3,261,833.00	\$ 145,000.00	\$ 38,150.00	\$ 3,444,983.00	300



09.24.2024

FREEMAN-MILLICAN, INC.
John Gattis, AIA



AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY ("GTUA") on behalf of THE CITY OF SHERMAN, and _____, a _____ corporation (the "CONTRACTOR"). GTUA and CONTRACTOR are sometimes referred to collectively as the "parties" or individually as a "party."

GTUA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the "Work"). The Work is generally described as follows:

City of Sherman
Laboratory Services Building Addition & Remodel

Article 2. ENGINEER

The Project has been designed by Freeman-Millican, Inc., Dallas, Texas, who is hereinafter called ENGINEER and who is to act as GTUA'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work must be substantially completed and ready for final payment within 365 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.
- 3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA \$500.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. CONTRACT PRICE

GTUA shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

For the lump sum prices shown on the Proposal Form included in the Contract Documents.

Article 5. **PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment in accordance with the General Conditions. Applications for Payment will be processed by GTUA, as provided in the General Conditions and Section 01 29 00, Payment Procedures, of the Technical Specifications.

CONTRACTOR and GTUA acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of GTUA, which fiscal year ends on September 30th of each year, shall be subject to GTUA Board approval. In the event that the GTUA Board does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that GTUA shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

Article 6. **INTEREST**

If the contract amount of this Agreement is less than \$5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds \$5,000,000, no interest will be paid unless required by law.

Article 7. **CONTRACTOR'S REPRESENTATIONS**

In order to induce GTUA to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the General Conditions.
- 7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. **CONTRACT DOCUMENTS**

The "Contract Documents," which comprise the entire agreement between GTUA and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
- 8.2 Standard General Conditions of the Construction Contract
- 8.3 Supplemental Contract Conditions
- 8.4 Solicitation for Bids
- 8.5 Instructions to Respondents

- 8.6 Certifications Required by Texas Law
- 8.7 Suspension and Debarment Certification
- 8.8 Bid Bond and Bid Bond POA
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- 8.14 Certificate of Insurance
- 8.15 Performance Bond and POA
- 8.16 Payment Bond and POA
- 8.17 Notice to Proceed
- 8.18 Closeout Documents
- 8.19 Technical Specification prepared or issued by the City of Sherman dated 07-10-2024.
- 8.20 Drawings, consisting of sheets numbered 1 through 84, inclusive with each sheet bearing the following general title: City of Sherman, Laboratory Services Building Addition & Remodel.
- 8.21 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the General Conditions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the GTUA Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the GTUA's authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA'S project managers are authorized to issue Contingency Allowance Authorization but GTUA'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

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THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

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To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR's equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

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GTUA or the City of Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

GTUA or the City of Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement,

CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then GTUA or the City of Sherman shall have the right to terminate this Agreement. Any such act by GTUA or the City of Sherman shall not be deemed a waiver of any other right or remedy of GTUA or the City of Sherman.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

- 12.1 Terms used in the Agreement will have the meanings indicated in the General Conditions.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.

- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.
- 12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.
- 12.12 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 12.13 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, GTUA and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to GTUA, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by GTUA and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

GTUA: CONTRACTOR:_____

By: _____

By: _____

Date: _____

Date: _____

(Corporate Seal)

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

AGENDA ITEM XIII



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: October 16, 2024

SUBJECT: **AGENDA ITEM NO. XIII**

PREPARED BY: Stacy Patrick, Project Manager

SUBMITTED BY: Paul Sigle, General Manager

**CONSIDER AND ACT UPON THE AWARD OF CONTRACT FOR THE CITY OF SHERMAN,
SHEPHERD DRIVE SEWER EXTENSION PROJECT.**

ISSUE

Consider and act upon the award of contract for the City of Sherman, Shepherd Drive Sewer Extension Project.

BACKGROUND

This project consists of the construction of approximately 986 linear feet of PS 115 24-inch sanitary sewer pipe by open cut with crushed stone embedment, 60 linear feet of PS 115 24-inch sanitary sewer pipe by open cut with concrete encasement, four 5-foot diameter sanitary sewer manholes, and bypass pumping, together with all necessary appurtenances for a complete sanitary sewer project. Project shall include all necessary labor, materials, and testing in accordance with the plans and specifications.

CONSIDERATIONS

The City of Sherman received three bids for the Shepherd Drive Sewer Extension Project on October 9, 2024. The lowest responsive bidder was submitted by Hayes Construction, LLC with a bid amount of \$668,730.00. The City's engineers, Birkhoff, Hendricks & Carter, L.L.P., have reviewed the bid and have found the bid as acceptable.

STAFF RECOMMENDATIONS

The Authority Staff recommend authorizing the General Manager to award a contract to Hayes Construction, LLC, in the amount of \$668,730.00. This item is contingent upon the City of Sherman's approval.

ATTACHMENTS

Recommendation Letter

Bid Tabulation

Agreement

BIRKHOFF, HENDRICKS & CARTER, L.L.P.
PROFESSIONAL ENGINEERS

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Phone (214) 361-7900

www.bhcllp.com

JOHN W. BIRKHOFF, P.E.
GARY C. HENDRICKS, P.E., R.P.L.S.
JOE R. CARTER, P.E.
ANDREW MATA, JR., P.E.

DEREK B. CHANEY, P.E., R.P.L.S.
CRAIG M. KERKHOFF, P.E.
JUSTIN R. IVY, P.E.
COOPER E. REINBOLD, P.E.

October 14, 2024

Mr. Travis Overturf, P.E.
Project Manager
City of Sherman
220 W. Mulberry Street
Sherman, Texas 75091

Re: Shepherd Drive Sewer Extension
Recommended Award of Construction Contract

Dear Mr. Overturf:

The City received three (3) bids on October 9, 2024, at the Shepherd Drive Sewer Extension project bid opening (Bid # 2024-26). The pdf files for the bids were provided by the City to BH&C, and we understand that the City of Sherman has the original offers and bid bonds which will be returned to the bidders after award of the construction contract.

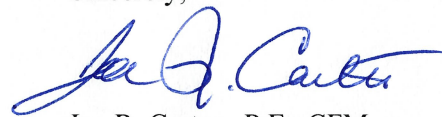
We checked the bids as submitted in response to bid #2024-26 and found the bid amount shown by the lowest bidder was incorrect; however, the corrected bid amount is still the lowest bid submitted. The corrected lowest amount bid was in the amount of \$668,730.00, as submitted by Hayes Construction, LLC. The second lowest amount bid was in the amount of \$732,933.22, as submitted by Triad Service Group, LLC. We are enclosing two copies of the tabulation of bids for your use.

The contractor provided references for municipal and private construction projects and the references provided overall positive feedback on the projects listed and completed. Hayes Construction, LLC also provided a list of equipment they owned. The contractor did not list any projects with the same sanitary sewer size and depth as the Shepherd Drive Sewer Extension project.

Based on our review of the bidder's references, statement of qualifications and equipment list, it is our opinion that Hayes Construction, LLC, has the equipment and experience to pursue this project. We recommend the City accept the alternate bid from Hayes Construction, LLC and award them a contract in the total amount bid of \$668,730.00 for the construction of the Shepherd Drive Sewer Extension project.

We are available at your convenience to discuss any questions you may have with this project.

Sincerely,



Joe R. Carter., P.E., CFM

Enclosures

cc: Mr. Wayne E. Lee, P.E. (City Engineer)

TABULATION OF BIDS				BID OF		BID OF		BID OF	
Project: City of Sherman, Texas Shepherd Drive Sewer Extension Public Works # 1491-U Bid Number 2024-26				Date: October 9, 2024		Hayes Construction, LLC 205 Cody Lane Sherman, TX 75092		Triad Service Group, LLC 519 E. I30 Frontage Road PO Box 720 Rockwall, TX 75087	
BIRKHOFF, HENDRICKS & CARTER, L.L.P. PROFESSIONAL ENGINEERS Dallas, Texas				Ana Site Construction, LLC PO Box 527 Valley View, TX 76272					
Item No.	Approximate Quantities	Unit	Description	Unit Bid Price	Extension	Unit Bid Price	Extension	Unit Bid Price	Extension
1	1	L.S.	Mobilization, Bonds & Insurance @ Maximum 5% Total Bid	\$30,000.00	\$ 30,000.00	\$33,500.00	\$ 33,500.00	\$38,080.00	\$ 38,080.00
2	10.46	Sta.	Right-of-way Preparation	\$600.00	\$ 6,276.00	\$6,000.00	\$ 62,760.00	\$4,345.00	\$ 45,448.70
3	18	L.F.	Furnish & Install 24-Inch PVC Sanitary Sewer with Crushed Stone Embedment, By Open Cut, 15 ft. Deep or Less	\$240.00	\$ 4,320.00	\$235.00	\$ 4,230.00	\$296.00	\$ 5,328.00
4	188	L.F.	Furnish & Install 24-Inch PVC Sanitary Sewer with Crushed Stone Embedment, By Open Cut, 15 to 20 ft. Deep	\$330.00	\$ 62,040.00	\$255.00	\$ 47,940.00	\$280.00	\$ 52,640.00
5	485	L.F.	Furnish & Install 24-Inch PVC Sanitary Sewer with Crushed Stone Embedment, By Open Cut, 20 to 25 ft. Deep	\$430.00	\$ 208,550.00	\$288.00	\$ 139,680.00	\$310.00	\$ 150,350.00
6	198	L.F.	Furnish & Install 24-Inch PVC Sanitary Sewer with Crushed Stone Embedment, By Open Cut, 25 to 30 ft. Deep	\$530.00	\$ 104,940.00	\$315.00	\$ 62,370.00	\$552.00	\$ 109,296.00
7	97	L.F.	Furnish & Install 24-Inch PVC Sanitary Sewer with Crushed Stone Embedment, By Open Cut, 30 to 35 ft. Deep	\$630.00	\$ 61,110.00	\$355.00	\$ 34,435.00	\$665.00	\$ 64,505.00
8	60	L.F.	Furnish & Install 24-Inch PVC Sanitary Sewer with Concrete Encasement, By Open Cut	\$200.00	\$ 12,000.00	\$327.00	\$ 19,620.00	\$417.00	\$ 25,020.00
9	1	L.S.	Remove Existing 24-Inch PVC Sanitary Sewer Plug and Connect	\$4,500.00	\$ 4,500.00	\$20,000.00	\$ 20,000.00	\$13,010.00	\$ 13,010.00
10	1	L.S.	Provide Bypass Pumping, Core Existing Manhole and Connect	\$15,000.00	\$ 15,000.00	\$40,000.00	\$ 40,000.00	\$30,000.00	\$ 30,000.00
11	1	L.S.	Remove, Salvage & Replace Existing CM Storm Pipe and Headwall	\$8,500.00	\$ 8,500.00	\$38,700.00	\$ 38,700.00	\$5,090.00	\$ 5,090.00
12	4	Ea.	Furnish & Install 5-Ft. Sanitary Sewer Manhole (Up to 10 feet Deep)	\$10,497.00	\$ 41,988.00	\$24,000.00	\$ 96,000.00	\$18,730.00	\$ 74,920.00
13	55	V.F.	Furnish & Install Extra Depth Sanitary Sewer Manhole	\$1,100.00	\$ 60,500.00	\$980.00	\$ 53,900.00	\$1,090.00	\$ 59,950.00
14	1	Ea.	Furnish & Install Vent For Sanitary Sewer Manhole	\$2,500.00	\$ 2,500.00	\$5,500.00	\$ 5,500.00	\$6,670.00	\$ 6,670.00
15	1,046	L.F.	Design & Implement Trench Safety Systems	\$5.00	\$ 5,230.00	\$9.50	\$ 9,937.00	\$41.00	\$ 42,886.00
16	1,046	L.F.	Design & Implement Storm Water Pollution Prevention Plan	\$4.00	\$ 4,184.00	\$8.40	\$ 8,786.40	\$18.00	\$ 18,828.00
17	1,046	L.F.	Remove Erosion Control Measures	\$2.00	\$ 2,092.00	\$19.67	\$ 20,574.82	\$10.00	\$ 10,460.00
18	1	L.S.	Owner's Contingency Allowance	\$35,000.00	\$ 35,000.00	\$35,000.00	\$ 35,000.00	\$35,000.00	\$ 35,000.00
			TOTAL AMOUNT BID (ITEMS 1 THROUGH 18):		\$ 668,730.00		\$ 732,933.22		\$ 787,481.70

AGREEMENT

THIS AGREEMENT is by and between the GREATER TEXOMA UTILITY AUTHORITY (“GTUA”) on behalf of the City of Sherman, and _____, a _____ corporation (the “CONTRACTOR”). GTUA and CONTRACTOR are sometimes referred to collectively as the “parties” or individually as a “party.”

GTUA and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents (hereinafter defined) and shall furnish all personnel, labor, equipment, supplies and all other items necessary to provide the services and deliverables as specified by the terms and conditions of the Contract Documents (collectively, the “Work”). The Work is generally described as follows:

Shepherd Drive Sewer Extension Project

Article 2. ENGINEER

The Project has been designed by Birkhoff, Hendricks & Carter, LLP, of Dallas, Texas, who is hereinafter called ENGINEER and who is to act as GTUA'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIME

- 3.1 The Work must be substantially completed and ready for final payment within 120 calendar days from the date when the Contract Time commences to run, as provided in the General Conditions.
- 3.2 Liquidated Damages. GTUA and CONTRACTOR recognize that time is of the essence of this Agreement and that GTUA will suffer financial loss and actual damages if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss and damages suffered by GTUA if the Work is not completed on time. The exact amount of such loss and damages will be difficult to ascertain. Accordingly, instead of requiring any such proof, GTUA and CONTRACTOR agree that CONTRACTOR shall pay GTUA \$ 240.00 for each calendar day in which the Work is not completed, not as a penalty but as liquidated damages for the loss and damages that would be suffered by GTUA as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein.

Article 4. CONTRACT PRICE

GTUA shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents in current funds as follows:

At the unit prices shown on the Unit Price Bid Schedule included in the Contract Documents.

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit a Application for Payment in accordance with the General Conditions. Applications for Payment will be processed by GTUA, as provided in the Special Provisions.

CONTRACTOR and GTUA acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of GTUA, which fiscal year ends on September 30th of each year, shall be subject to GTUA Board approval. In the event that the GTUA Board does not approve the appropriation of funds for this Agreement, the Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the parties shall have no further obligations hereunder, except that GTUA shall be obligated to pay monies owed CONTRACTOR for Services it has provided pursuant to this Agreement through the end of that fiscal year provided that CONTRACTOR is not in breach of this Agreement.

Article 6. INTEREST

If the contract amount of this Agreement is less than \$5,000,000, no interest will be paid to the CONTRACTOR on retained money. When the contract amount exceeds \$5,000,000, no interest will be paid unless required by law.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce GTUA to enter into this Agreement, CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that, in any manner, may affect cost, progress, performance or furnishing of the Work.
- 7.2 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
- 7.3 CONTRACTOR has reviewed and fully agrees to the limitation of liability provisions included in the Special Provisions.
- 7.4 CONTRACTOR certifies that they are eligible to be awarded government contracts. CONTRACTOR also certifies that any agreement entered into with a subcontractor will contain a clause stating that the subcontractor is eligible to be awarded government contracts.

Article 8. CONTRACT DOCUMENTS

The "Contract Documents," which comprise the entire agreement between GTUA and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement
- 8.2 Advertisement for Bids

- 8.3 Instructions to Respondents
- 8.4 Certifications Required by Texas Law
- 8.5 Suspension and Debarment Certification
- 8.6 Bid Bond and Bid Bond POA
- 8.7 Statement of Respondent's Qualifications
- 8.8 Insurance Requirement Affidavit
- 8.9 Bid Submittal
- 8.10 Resolution of Award
- 8.11 Form 1295, Certificate of Interested Parties
- 8.12 Certificate of Insurance
- 8.13 Performance Bond and POA
- 8.14 Payment Bond and POA
- 8.15 Notice to Proceed
- 8.16 Maintenance Bond and POA
- 8.17 Closeout Documents
- 8.18 Special Provisions
- 8.19 Technical Specification prepared or issued by the City of Sherman dated 09/13/2024.
- 8.20 Drawings, consisting of sheets numbered 1 through 9, inclusive with each sheet bearing the following general title: City of Sherman, Shepherd Drive Sewer Extension.
- 8.21 Addenda numbers__ to __, inclusive.
- 8.22 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto:

All written Amendments, change orders, and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Special Provisions. The parties understand and agree that deviations or modifications to the scope of Work described in the Contract Documents, in the form of one or more written Contingency Change Allowance or also change orders, may be authorized from time to time by GTUA ("Change Orders"). "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Orders by the GTUA Manager or his designee will not be authorized for payment and/or shall not become part of this Agreement. A duly executed, written Change Order shall be preceded by the GTUA's authorization for the GTUA Manager to execute said Change Order. CONTRACTOR agrees that GTUA'S project managers are authorized to issue Contingency Allowance Authorization but GTUA'S project managers, superintendents and/or inspectors not authorized to issue verbal or written Change Orders.

There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented, as outlined in this Agreement.

Article 9. INDEMNITY

CONTRACTOR HEREBY RELEASES AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS GTUA, THE CITY OF SHERMAN AND THEIR RESPECTIVE BOARD OR CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS "GTUA" FOR PURPOSES OF THIS SECTION) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEY'S FEES AND EXPENSES INCURRED IN ENFORCING

THIS SECTION), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH GOODS AND/OR SERVICES PROVIDED BY CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONTRACTOR IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONTRACTOR” FOR PURPOSES OF THIS SECTION) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONTRACTOR IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF GTUA (COLLECTIVELY, “CLAIMS”). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM “CLAIMS” IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST GTUA BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR’S OR EMPLOYEE’S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS’ COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE.

IN ITS SOLE DISCRETION, GTUA SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY GTUA, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY GTUA IN WRITING. GTUA RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, GTUA IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY GTUA IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR’S OBLIGATION TO DEFEND GTUA OR AS A WAIVER OF CONTRACTOR’S OBLIGATION TO INDEMNIFY GTUA PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN GTUA-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF GTUA’S WRITTEN NOTICE THAT GTUA IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, GTUA SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY GTUA.

THE RIGHTS AND OBLIGATIONS CREATED BY THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Article 10. LIABILITY

To the fullest extent permitted by law, CONTRACTOR shall be fully and solely responsible and liable for its own acts and omissions, including those of its officers, agents, representatives, employees, subcontractors, licensees, invitees and all other parties performing services for or on behalf of CONTRACTOR under this Agreement, and for any and all damage to CONTRACTOR’s equipment and other property. GTUA and the City of Sherman assume no such responsibility or liability. GTUA and the City of Sherman shall have no such responsibility or liability to either CONTRACTOR or its officers, agents, representatives, employees, subcontractors, licensees, invitees or other persons.

Article 11. **TERMINATION**

GTUA or the City of Sherman is entitled to terminate this Agreement at any time for any reason or for no reason by giving CONTRACTOR at least thirty (30) days' prior written notice of the termination date.

GTUA or the City of Sherman is entitled to terminate this Agreement immediately on breach of any term or provision of the Contract Documents by CONTRACTOR. If at any time during the term of this Agreement, CONTRACTOR shall fail to commence the work in accordance with the provisions of the Contract Documents or fail to diligently perform the work in an efficient, timely and careful manner and in strict accordance with the provisions of the Contract Documents, then GTUA or the City of Sherman shall have the right to terminate this Agreement. Any such act by GTUA or the City of Sherman shall not be deemed a waiver of any other right or remedy of GTUA or the City of Sherman.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

Article 12. **MISCELLANEOUS**

- 12.1 Terms used in the Agreement will have the meanings indicated in the Special Provisions.
- 12.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, monies that may become due and monies that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 CONTRACTOR acknowledges and agrees that the existence of a prohibited interest during the term of this Agreement will render this Agreement voidable. CONTRACTOR further acknowledges and agrees that it also is aware of, and will abide by, the vendor disclosure requirements set forth in Chapter 176 of the Texas Local Government Code, as amended.
- 12.4 Each party represents and warrants to the other that it has the full power and authority to enter into and fulfill the obligations of this Agreement. The respective signatories to this Agreement, by affixing their signatures hereto, warrant and represent that they have the authority to bind their respective parties as duly authorized representatives thereof.
- 12.5 The parties acknowledge and agree that, in executing and performing this Agreement, GTUA has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it or the City of Sherman against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.

- 12.6 In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, void, unenforceable or unlawful by a court of competent jurisdiction, then that term, condition or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been included in this Agreement.
- 12.7 If either party files any action or brings any proceeding against the other arising from this Agreement, then as between GTUA and CONTRACTOR, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.8 The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement, without regard to conflict of law principles. This Agreement is performable in Grayson County, Texas, and the exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Grayson County, Texas.
- 12.9 Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.10 CONTRACTOR covenants and agrees that CONTRACTOR is an independent contractor and not an officer, agent, servant or employee of GTUA; that CONTRACTOR shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same; that the doctrine of respondent superior shall not apply as between GTUA and CONTRACTOR, its officers, agents, employees, contractors, subcontractors and consultants; and that nothing herein shall be construed as creating a partnership or joint enterprise between GTUA and CONTRACTOR.
- 12.11 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.
- 12.12 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
- 12.13 This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.14 GTUA and CONTRACTOR each binds itself, its partners, successors, assign, and legal

representatives to the other party hereto, its partners, successors, assign and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

- 12.15 GTUA and CONTRACTOR agree the City of Sherman is an intended third-party beneficiary of CONTRACTOR's obligations under the Contract Documents and shall be entitled to enforce such obligations as if it were a party hereto and may seek and obtain any and all available remedies against CONTRACTOR in the event CONTRACTOR breaches any term or provision of the Contract Documents, it being the intent of GTUA and CONTRACTOR to confer direct benefits on the City of Sherman under the Contract Documents. In addition, GTUA and CONTRACTOR agree that the City of Sherman is entitled to exercise all rights of GTUA under the Contract Documents.

Article 13. **OTHER PROVISIONS**

None.

IN WITNESS WHEREOF, GTUA and CONTRACTOR have signed this Agreement in multiple copies. One counterpart each has been delivered to GTUA, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed or identified by GTUA and CONTRACTOR or by ENGINEER on their behalf. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature below) will be deemed the effective date of this Agreement (the "Effective Date").

GTUA:

By: _____

Date: _____

Attest: _____

Address for giving notices:

CONTRACTOR: _____

By: _____

Date: _____

(Corporate Seal)

Attest: _____

Address for giving notices:

AGENDA ITEM XIV



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: October 15, 2024

SUBJECT: AGENDA ITEM NO. XIV

PREPARED BY: Stacy Patrick, Project Manager

SUBMITTED BY: Paul Sigle, General Manager

**CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE
GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH LYNN
VESSELS CONSTRUCTION, LLC FOR THE CITY OF SHERMAN HICKORY HILL OFFSITE
WATER AND SANITARY SEWER IMPROVEMENTS PROJECT AS COMPLETE.**

ISSUE

Consider and act upon closeout of the Contract with Lynn Vessels Construction, LLC. for the City of Sherman Hickory Hill Offsite Water and Sanitary Sewer Improvements Project.

BACKGROUND

This project installed roughly 6,900 linear feet of 12-inch and 8-inch water main as well as 6,900 linear feet of wastewater main consisting of 15-inch, 12-inch, and 8-inch pipe sizes per the Hickory Hill Master Development Agreement between the City of Sherman and Sherman Hickory Hill, LLC. This extended water and wastewater service to the Hickory Hill Planned Development as well as some existing residents along the alignment.

CONSIDERATIONS

Lynn Vessels Construction, LLC has completed the City of Sherman Hickory Hill Offsite Water and Sanitary Improvements Project. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Lynn Vessels Construction, LLC.

STAFF RECOMMENDATIONS

The Authority Staff recommend approving the project as complete.

ATTACHED

City of Sherman Letter of Project Acceptance
Closeout Documents

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH LYNN VESSELS CONSTRUCTION, LLC. AS COMPLETE FOR THE GTUA ON BELHALF OF THE CITY OF SHERMAN HICKORY HILL OFFSITE WATER AND SANITARY SEWER IMPROVEMENTS PROJECT.

WHEREAS, the Greater Texoma Utility Authority has entered into a Contract for Water Supply and Sewer Service with the City of Sherman and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Lynn Vessels Construction, LLC. for the City of Sherman Hickory Hill Offsite Water and Sanitary Sewer Improvements-Project, and

WHEREAS representatives of the City of Sherman and the project engineer have inspected the City of Sherman Hickory Hill Offsite Water and Sanitary Sewer Improvements Project and found it to be complete.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY that the Authority hereby formally accepts the contract with Lynn Vessels Construction, LLC. as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2024 by the following vote:

AYE:

NAY:

ABSTAIN:

At a meeting of the Board of Directors of the Greater Texoma Utility Authority.

President

ATTEST:

Secretary-Treasurer

October 10th, 2024

Hickory Hill Offsite Water and Sanitary Sewer Improvements
ATTN: Lynn Vessels Construction, LLC
PO Box 1212
Sherman, Texas 75091

Re: Final Inspection, and Final Acceptance Letter for
Hickory Hill Offsite Water and Sanitary Sewer Improvements, COS # 2582-A/ 01

Mr. Vessels:

The City of Sherman Engineering Department completed the final inspection of the improvements for the above-mentioned development on February 7th, 2024. This development appears to be in substantial compliance with the issued construction documents and compliance with City of Sherman requirements. The City accepts the infrastructure portion of the project.

This is an acceptance of the physical work, and in no event shall this inspection or acceptance be deemed as a waiver by the City of Sherman, in any respect or degree, of any of the terms and provisions of the governing contract or any of the right under the contract in the event that you have failed to comply strictly with the terms and provisions thereof.

If you have any questions, please feel free to contact me at your convenience.

Sincerely,
City of Sherman



Travis Overturf, P.E.
Project Manager
Title

Cc Dwight LaGrone, GIS Manager
Jerry Pace, GIS Technician II
Kristi Jenkins, Engineering Coordinator

MAINTENANCE BOND

BOND NO. 4467107

STATE OF TEXAS §
 §
COUNTY OF Grayson §

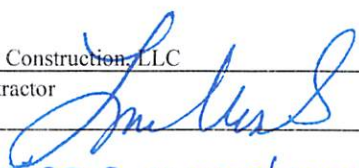
KNOW ALL PERSONS BY THESE PRESENTS:

THAT Lynn Vessels Construction, LLC
(Name of Contractor) of Sherman (City) Grayson County, State of Texas, as PRINCIPAL
and SureTec Insurance Company (Name of Surety) as SURETY, a corporation
organized under the laws of the State of Texas as sureties, do hereby expressly acknowledge themselves to be held and
bound to pay unto the City of Sherman, a municipal corporation, chartered by virtue of a special act of legislature of the State of Texas, at
Sherman, Grayson County, Texas, the sum of Two Million Five Hundred Sixteen Thousand Six Hundred Thirty and 17 /100
Dollars (\$2,516,630.17) for the payment of which sum will truly be made unto said City of Sherman, and its
successors, and said principal and sureties to hereby bind themselves, their assigns and successors jointly and severally.

This obligation is conditioned, however, that whereas the said contractor has this day entered into a written contract with the said
City of Sherman to build and construct HICKORY HILL OFFSITE WATER AND SANITARY SEWER IMPROVEMENTS (Name of
Project) which contract, plans and specifications therein mentioned are hereby expressly made a part hereof as though the same were written
embodied herein.

WHEREAS, under the plans, specifications, and contract, it is provided that the contractor will maintain and keep in good repair
the work herein contracted to be done and performed for a period of one (1) year from the date of the acceptance of said work, and to do all
necessary repairing and/or reconstructing in whole or in part of said improvements that should be occasioned by settlement of foundation,
defective workmanship or materials furnished in the construction or any part thereof or any of the accessories thereto constructed by the
contractor. It being understood that the purpose of this section, in part, is to cover all defective conditions arising by reason of defective material
and charge the same against the said contractor and sureties on this obligation, and the said contractor sureties hereon shall be subject to the
liquidation damages mentioned in said contract for each day's failure on its part to comply with the terms of said provisions of said contract.
Now, therefore, if the said contractor shall keep and perform its said agreement to maintain said work and keep the same in repair for the said
maintenance period of one (1) years, as provided, then these presents shall be null and void, and have no further effect, but if default shall be
made by said contractor in the performance of its contract to so maintain and repair said work, then these presents shall have full force and
effect, and said City of Sherman shall have and recover from the said contractor and its principal and sureties damages in the premises, as
provided; and it is further agreed that this obligation shall be continuing one against the principal and sureties, hereon, and that successive
recoveries may be and had hereon for successive branches until the full amount shall have been exhausted; and it is further understood that the
obligation herein to maintain said work shall continue throughout said maintenance period, and the same shall not be changed, diminished or
in any manner affected from any cause during said time.

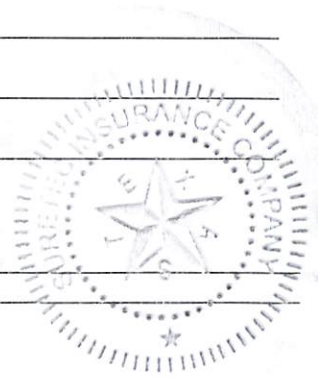
IN WITNESS WHEREOF, the said PRINCIPAL and SURETY have signed and sealed this instrument this
12th day of September, 20 24.

PRINCIPAL:
Lynn Vessels Construction, LLC
Name of Contractor

Signature
LYNN VESSELS, OWNER/MANAGER
Printed Name and Title
P.O. Box 1212
Address
Sherman, TX 75091
City, State, Zip

SURETY:
SureTec Insurance Company
Name of Surety

Signature
Felix Navejar, Attorney-in-Fact
Printed Name and Title
2103 CityWest Blvd., Suite 1300
Address
Houston, TX 77042
City, State, Zip

The name, address and phone number of the Resident Agent of Surety is:
Eric Lesch, P.O. Box 1306, Colleyville, TX 76034, Phone: 972-459-4749



**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

AIA DOCUMENT G707

OWNER	<input checked="" type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

Bond # 4467107

PROJECT: Hickory Hill Offsite Water and Sanitary Sewer Improvements

TO (Owner):
City of Sherman, Texas
220 W Mulberry Street
Sherman, TX 75090

CONTRACT FOR: Construction

CONTRACT DATE: 06/12/2023

CONTRACTOR:
Lynn Vessels Construction, LLC

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
SureTec Insurance Company
2103 CityWest Blvd., Suite 1300
Houston, TX 77042

, SURETY COMPANY,

on bond of
Lynn Vessels Construction, LLC
P. O. Box 1212
Sherman, TX 75091

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to
City of Sherman, Texas
220 W Mulberry Street
Sherman, TX 75090

, OWNER,

As set forth in the said Surety Company's bond

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 12th day of September, 2024.

SureTec Insurance Company

Surety

Attest:
(Seal)

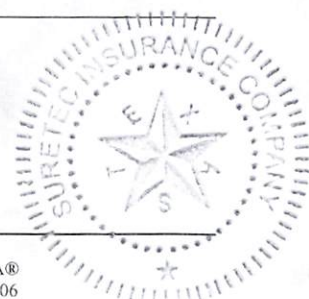


Eric Lesch, Witness



Signature of authorized representative

Felix Navejar, Attorney-In-Fact
Name & Title



Project: Hickory Hill Offsite Water and Sanitary Sewer Improvements
Obligee: City of Sherman, Texas
Principal: Lynn Vessels Construction, LLC
Bond #: 4467107

POA #: 4221029

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clem F. Lesch, Eric Lesch, Melissa Lesch, Felix Navejar

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 7th day of July, A.D. 2021.

SURETEC INSURANCE COMPANY

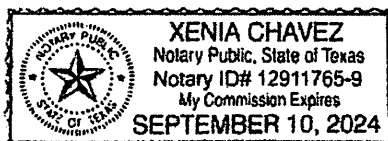
By: Michael C. Keimig
Michael C. Keimig, President



State of Texas
County of Harris

ss:

On this 7th day of July, A.D. 2021 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

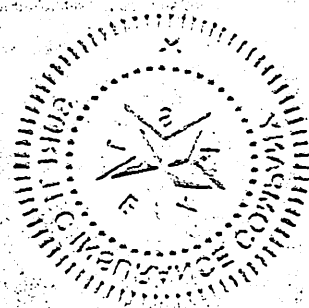
I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 12th day of September, 2024, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221029
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST







UNITED STATES DEPARTMENT OF JUSTICE

[Handwritten signature]

[Handwritten signature]

TO THE HONORABLE ATTORNEY GENERAL
WASHINGTON, D. C.
FROM THE DIRECTOR, FBI
SUBJECT: [Illegible]

[Several paragraphs of illegible typed text follow, appearing to be a memorandum or report.]

[Additional paragraphs of illegible typed text.]

Very truly yours,
[Illegible signature]
Special Agent in Charge

cc - [Illegible]
[Illegible]
[Illegible]

SureTec Insurance Company

IMPORTANT NOTICE Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll-free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-490-1007
Web: <http://www.tdi.texas.gov>
Email: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIMS DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Project: Hickory Hill Offsite Water and Sanitary Sewer Improvements
Obligee: City of Sherman, Texas
Principal: Lynn Vessels Construction, LLC
Bond #: 4467107

POA #: 4221029

SureTec Insurance Company LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clem F. Lesch, Eric Lesch, Melissa Lesch, Felix Navejar

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Ten Million and 00/100 Dollars (\$10,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 7th day of July, A.D. 2021.

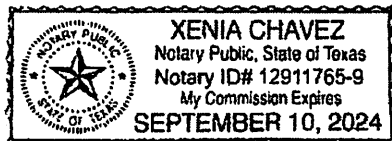
SURETEC INSURANCE COMPANY

By: Michael C. Keimig
Michael C. Keimig, President



State of Texas ss:
County of Harris

On this 7th day of July, A.D. 2021 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



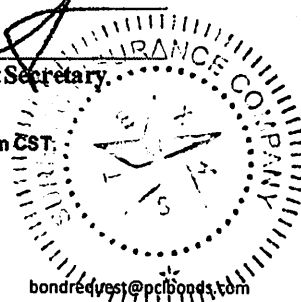
Xenia Chavez
Xenia Chavez, Notary Public
My commission expires September 10, 2024

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 12th day of September, 2024, A.D.

M. Brent Beaty
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity. 4221029
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



STATE OF TEXAS

§

COUNTY OF GRAYSON

§

CONTRACTOR'S RELEASE OF LIENS AFFIDAVIT OF BILLS PAID

BEFORE ME, the undersigned authority, on this day personally appeared LYNN VESSELS,
(print Affiant's name)

OWNER/MANAGER of Lynn Vessels Construction, LLC (print Affiant's name)
(title) (construction company name) (herein after referred to as the

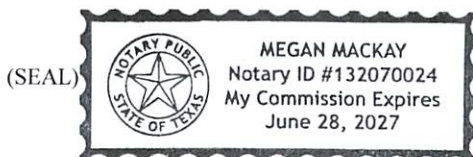
"Company"), who being duly sworn by me states:

1. That he/she is the general contractor, employed for the construction work of HICKORY HILL OFFSITE WATER AND SANITARY SEWER IMPROVEMENTS,
(name of project)
(hereinafter referred to as the "Project"), contracted by the CITY OF SHERMAN, and that said construction work was completed on 02 / 07 / 2024,
(date)
2. That there are no claims, liens, suits or causes of action of whatsoever nature made, asserted or filed by any person, persons, firm or corporation, against either him/her, the Company or the City of Sherman, by reason of any labor, materials, or services furnished under the Project.
3. That all labor employed and all materials used, and all services rendered in said Project has been fully paid for by him/her, **EXCEPT** as disclosed hereunder:
4. That Affiant will pay all outstanding bills and/or claims on the above-mentioned Project, for any labor employed, materials used and/or services rendered, from funds paid by the City of Sherman, in reliance hereof.
5. That in consideration and conditioned upon City's final payment of funds, Affiant hereby waives and/or releases any and all lien rights held by Affiant emanating from performance and completion of the above-mentioned Project.
6. That no patented, registered, or copyrighted machines, materials, methods or processes were used in said Project, nor supplied as a part of the finished work or appurtenant thereto, except with the payment of any or all fees, royalties, or license charges; and that there exist no claims, liens, suits or causes of action of whatsoever nature made, asserted or filed by any person, persons, firm, or corporation by any reason of the use of any patented, registered, copyrighted machines, materials, methods or processes upon said Project.
7. That Affiant hereby offers and represents to FULLY INDEMNIFY the City of Sherman for any loss and/or expense resulting from any false or incorrect information contained herein, which Affiant knows or should have known to be incorrect, and that Affiant, by signature hereof, assumes all responsibility and is hereinafter personally liable for any loss or damage to the City of Sherman, resulting from any false or incorrect information contained herein.

WITNESS MY HAND on this 11th day of SEPTEMBER, 2024

Affiant's Signature

SWORN TO and SUBSCRIBED before me by LYNN VESSELS on this 17th day of SEPTEMBER 2024
(print Affiant's name)



Notary Public, GRANSON County, Texas



Pay Request No. 7 (Seven) FINAL From: 3/29/24 To: 7/28/2024
 Name of Contractor: Lynn Vessels Construction, LLC
 Owner's Address: PO Box 1212, Sherman, TX 75091
 Engineer: City of Sherman
 Engineer's Address: 220 W. Mulberry, Sherman, TX 75091
 Project Name: Hickory Hill Offsite Water and Sanitary Sewer Improvements
 Project Number: 2582-A-01
 Contract Price (Including Change Orders): \$2,787,773.86

Item No.	Description of Item	Original Bid Quantity	Unit	Original Bid Unit Price	Quantity Completed This Month	Total Quantity Completed	Total Value Completed
Hickory Hill Offsite Water and Sanitary Sewer Improvements							
1	Mobilization	1	LS	77,929.54		1	77,929.54
2	R.O.W. Preparation	1	LS	14,820.00		1.00	14,820.00
3	Barricading and Traffic Control	1	LS	3,575.00		1	3,575.00
4	SWPPP and Erosion Control	1	LS	18,492.50		1	18,492.50
5	8" PVC (C-900 DR-18) Water Main	151	LF	51.06		151	7,710.06
6	12" PVC (C-900 DR-18) Water Main	3,272	LF	87.00		3,272	284,664.00
6a	12" PVC (C-900 DR-18) Restrained Joint Water Main By Method Other Than Open Cut (Driveway Bores at 3939 and 4045 W Lamberth)	80	LF	210.73		80	16,858.40
7	Install 12" PVC (C-900 DR-18) Water Main <i>NOTE: 3,500 linear feet of 12" PVC pipe (C900 DR18) will be provided by the Owner/City. Contractor shall coordinate with Public Works and pick up the pipe from their yard located at 811 S East St, Sherman Tx 75090</i>	3,500	LF	28.34		3,500	99,190.00
8	21" Steel Encasement for Water Line	186	LF	252.63		186	46,989.18
9	8" Gate Valve and box	4	EA	2,510.91		4	10,043.64
10	12" Gate Valve and box	20	EA	4,759.52		20	95,190.40
11	Connect to Existing Water Line	2	EA	1,821.30		2	3,642.60
12	Fire Hydrant Assembly	14	EA	8,305.05		14	116,270.70
13	Ductile Iron Fittings	5	TON	12,318.48		5	61,592.40
14	Trench Safety (Water)	6,918	LF	0.65		6,918	4,496.70
15	Water Line Chlorination and Testing	6,918	LF	1.11		6,918	7,678.98
16	8" PVC SDR-26 Sanitary Sewer Main	362	LF	73.75		362	26,697.50
17	12" PVC SDR-26 Sanitary Sewer Main	871	LF	91.16		871	79,400.36
18	15" PVC SDR-35 Sanitary Sewer Main	1,057	LF	96.11		1,057	101,588.27
19	15" PVC SDR-26 Sanitary Sewer Main	4,640	LF	123.05		4,640	570,952.00
20	4' Diameter Standard Manhole	4	EA	7,963.15		4	31,852.60
21	5' Diameter Standard Manhole	19	EA	11,747.62		19	223,204.78
22	5' Diameter Inside Drop Manhole	2	EA	19,042.40		2	38,084.80
23	6' Diameter Inside Drop Manhole	1	EA	13,036.40		1	13,036.40
24	Remove Existing Manhole	1	EA	1,885.00		1	1,885.00
25	8" Sewer Plug	4	EA	165.10		3	495.30
26	Furnish and Install Steel Encasement for sanitary s	189	LF	258.87		189	48,926.43
27	Rock Riprap for Creek Stabilization	580	SY	81.72		580	47,397.60
28	Furnish and Install Aerial Crossing in Accordance with Structural Plans	1	LS	404,736.80		1	404,736.80
29	Trench Safety (Sewer)	6,930	LF	1.30		6,930	9,009.00
30	Sanitary Sewer Line TV & Testing	6,930	LF	2.73		6,930	18,918.90
31	Construction Contingency Allowance	1	LS	300,000.00			0.00
CCA 1	Adjust Manhole Elevation for Street Grade Change	1	EA	2,500.00		2500	2,500.00
CCA 2	Adjust Fire Hydrant Elevation per Road Plans	14	EA	1,618.37		1618.37	22,657.18
CCA 3	10" Dia PVC Sewerline Open Cut SS-1E Addition	26.49	LF	65.00		65	1,721.85
CCA 4	10" Plug	1	EA	520.00		520	520.00
CCA 5	Core Manhole & Install Boot	1	EA	3,901.30		3901.3	3,901.30

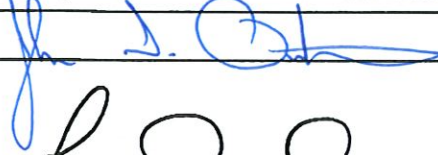
Item No.	Description of Item	Original Bid Quantity	Unit	Original Bid Unit Price	Quantity Completed This Month	Total Quantity Completed	Total Value Completed
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2,516,630.17 ✓

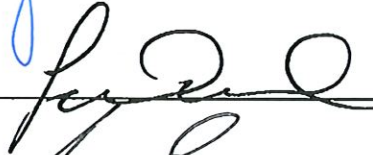
Completed to Date: \$2,516,630.17
 Stored Material: \$0.00
 Completed and Stored to Date: \$2,516,630.17
 Loss 5% Retainage: \$125,831.51 ✓
 Less Previous Payments: \$2,390,798.66
 Amount Due This Application: \$125,831.51 ✓

Contractor certifies that to the best of its knowledge: 1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; 3) title of all Work materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and 3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Engineer Signature and Date:

 10/10/24

Contractor Signature and Date:

 7/29/2024

On-Site Observer Signature and Date:

 10/10/24

AGENDA ITEM XV



GREATER TEXOMA UTILITY AUTHORITY

AGENDA COMMUNICATION

DATE: October 16, 2024

SUBJECT: AGENDA ITEM NO. XV

PREPARED BY: Debi Atkins, Finance Officer
SUBMITTED BY: Paul M. Sigle, General Manager

REVIEW AND ACT UPON APPROVAL OF THE INVESTMENT POLICY

ISSUE

Review and act upon the Investment Policy as required by the Public Funds Investment Act.

BACKGROUND

The Authority is required by the Public Funds Investment Act to have an investment policy in place. The policy provides a framework and guidance document for the investment officers to manage the Authority's funds.

The Board's continual review of this policy is evidence that the Authority is responsible in its use of public funds. Three (3) Authority staff members attend the Public Funds Investment training on a bi-annual basis. Staff also try to keep our attendance staggered in order to keep up with any changes that may occur.

CONSIDERATIONS

The Authority's investment policy has been reviewed by Valley View Consultants and did not recommend any changes to the policy. The policy has to be review by the Board annual.

STAFF RECOMMENDATIONS

The staff recommends the Board review and approve the proposed Investment Policy.

ATTACHMENTS

Investment Policy

GREATER TEXOMA UTILITY AUTHORITY

POLICY RESOLUTION #20.07

FISCAL MANAGEMENT AND INVESTMENT

Adopted: October 21, 2024

INVESTMENT POLICY

I. PURPOSE

A. Formal Adoption

This investment policy is authorized by the Greater Texoma Utility Authority Board of Directors in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act (the “Act”). It is intended to provide guidelines to the Board of Directors and the investment officers to effectively supervise and manage the investment assets of the Authority.

B. Scope

This investment policy applies to all of the investment activities of the Greater Texoma Utility Authority, excluding the Employee Retirement Trust, and the deferred compensation plan. This policy establishes guidelines for those who can invest Authority funds, for how Authority funds will be invested, and for when and how a periodic review of investments will be made. In addition to this policy, bond funds (which shall include but not be limited to each construction fund, bond fund, revenue fund, and reserve fund), each enterprise fund, and the general fund shall be managed by their governing resolution and all applicable state and federal laws. The Authority will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

C. Review and Amendment

The General Manager and the Board of Directors shall review this policy annually. This policy and any amendments must be approved and adopted by the Board of Directors at least annually.

D. Investment Strategy

The investment strategy must follow investment objectives for each particular fund according to the following priorities:

1. Understanding suitability of investments to the Authority's requirements,
2. Preservation and safety of principal,
 - a. Credit risk - the Authority will minimize credit risk, the risk of loss due to the failure of the issuer or backer of the investment
 - b. Interest rate risk - the Authority will minimize the risk that the interest earnings and the market value of investments in the portfolio will fall due to

changes in general interest rates

3. Liquidity,
4. Marketability prior to maturity of each investment,
5. Diversification, and
6. Yield.

II. INVESTMENT POLICIES

A. Eligible Investments

Investments described below are authorized by Chapter 2256, Texas Government Code, as eligible securities for the Authority. The purchase of specific issues may, at times, be restricted or prohibited by the General Manager and Board of Directors. Authority funds governed by this policy may be invested in:

1. Obligations of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, but excluding principal-only and interest-only mortgage-backed securities, collateralized mortgage obligations, and real estate mortgage investment conduits.
2. Direct obligations of the State of Texas, or its agencies and instrumentalities.
3. Other obligations, the principal and interest on which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
4. Obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than "A" or its equivalent.
5. Fully collateralized repurchase agreements having a defined termination date, placed through a primary government securities dealer, as defined by the Federal Reserve, and secured by obligations described by 1-4 above, which are eligible investments under the Act, pledged with a third party selected or approved by the Authority, and having a market value of not less than the principal amount of the funds disbursed. The term includes direct security repurchase agreements entered into by the Authority and reverse repurchase agreements only obtained in connection with investment by the Authority in an Eligible Investment Pool or Money Market Mutual Fund. (All Authority repurchase agreement transactions shall be governed by a signed Master Repurchase Agreement as described in B.4. of this section.)

6. Certificates of deposit, and other forms of deposit, placed in compliance with the Act in state and national banks, savings and loan associations, and credit unions that are:
 - a. Guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC), or its successor; or the National Credit Union Share Insurance Fund (NCUSIF), or its successor, or, secured by obligations authorized by the Public Funds Collateral Act;
 - b. Governed by a depository contract, as described in B.4., that complies with federal and state regulation to properly secure a pledged security interest; and,
 - c. Solicited for bid orally, in writing, electronically, or any combination of those methods.
7. Money market mutual funds regulated by the Securities and Exchange Commission that fully invest dollar-for-dollar all Authority funds without sales commissions or loads and whose investment objectives include seeking to maintain a stable net asset value of \$1.0000 per share. The Authority may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.
8. Eligible investment pools as defined in Section 2256.016 of the Act provided that (a) investment in the particular pool has been authorized by the Board of Directors; (b) the pool shall have furnished the investment officers or other authorized representatives of the Authority an offering circular containing the information required by Section 2256.016(b) of the Act; (c) the pool shall furnish to the investment officers or other authorized representatives of the Authority investment transaction confirmations with respect to all investments made with it; (d) the pool shall furnish to the investment officers or other authorized representatives of the Authority, monthly reports that contain the information required by Section 2256.016(c) of the Act; (e) the pool's assets shall consist exclusively of the obligations authorized by the Act; and (f) whose investment philosophy and strategy are consistent with this policy and the Authority's ongoing investment strategy.

The Authority is not required to liquidate investments that were authorized investments at the time of purchase.

Not less than quarterly, the Investment Officers will monitor the credit rating for each held investment that has an Act required minimum rating. Any investment that requires a minimum rating does not qualify during the period the investment does not have the minimum rating. Prudent measures will be taken to liquidate an investment that is downgraded to less than the required minimum rating.

B. Protection of Principal

The Authority shall seek to control the credit risk due to the failure of a security issuer or grantor.

Such risk shall be controlled by investing only in the types of securities as defined in the policy; by qualifying the broker, dealer, and financial institution with whom the Authority will transact; by collateralization as required by law; and through portfolio diversification by maturity and type.

The purchase of individual securities shall be executed "delivery versus payment" (DVP) through the Authority's safekeeping agent. By so doing, Authority funds are not released until the Authority has received, through the safekeeping agent, the securities purchased.

1. Portfolio Diversification

The investment portfolio shall be diversified by:

- a. Limiting investments to avoid over concentration in securities from a specific issuer or business sector (where appropriate),
- b. Limiting investment in securities that have higher credit risks,
- c. Investing with varying maturities, and
- d. Continuously investing a portion of the portfolio in readily available funds such as financial institution deposits, local government investment pools, money market funds, or overnight repurchase agreements to ensure that appropriate liquidity is maintained in order to meet ongoing obligations.

Bond proceeds may be invested in a single investment (e.g., flexible repurchase agreement or similar structured investment) if the General Manager, the Finance Officer, and Secretary-Treasurer determine that such an investment complies with federal arbitrage restrictions and facilitates arbitrage recordkeeping and calculations.

2. Diversification by Investment Maturity

In order to minimize interest rate risk, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines by fund are as follows:

a. Current Operating Funds

The weighted average days to maturity for the operating fund portfolio shall be less than 365 days and the maximum allowable maturity shall be three years. The maximum maturity for repurchase agreements shall be 30 days. The investment officers will monitor the average days to maturity level and make changes as appropriate.

b. Bond Proceeds

The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the "temporary

period," as defined by federal tax law. During the temporary period, bond proceeds may be invested at an unrestricted yield. After the expiration of the temporary period, bond proceeds subject to yield restriction shall be invested considering the anticipated cash flow requirements of the funds and market conditions to achieve compliance with the applicable regulations.

c. Debt Service Funds

Debt service funds shall be invested to ensure adequate funding for each consecutive debt service payment. The investment officers shall invest in such a manner as not to exceed an "unfunded" debt service date with the maturity of any investment. An unfunded debt service date is defined as a coupon or principal payment date that does not have cash or investment securities available to satisfy said payment.

d. Bond Reserve Funds

Market conditions, bond resolution constraints, and arbitrage regulation compliance will be considered when formulating reserve fund strategy. Maturity limitation shall generally not exceed the call provisions of the bond resolution and shall not exceed the final maturity of the bond issue.

e. Operating Reserve Funds

The anticipated cash requirements of other Authority funds will govern the appropriate maturity mix. Appropriate portfolio strategy shall be determined based on market conditions, policy compliance, Authority financial condition, and risk/return constraints. Maximum maturity shall not exceed five years.

3. Ensuring Liquidity

Liquidity shall be achieved by anticipating cash flow requirements, by investing in securities with active secondary markets, and by investing in financial institution transaction accounts (e.g., DDA, MMA, NOW), eligible money market mutual funds and eligible investment pools.

A security may be liquidated to meet unanticipated cash requirements, to re-deploy cash into other investments expected to outperform current holdings, or otherwise to adjust the portfolio.

4. Collateralization

Consistent with the requirements of state law, the Authority requires all bank, savings and loan association, and credit union deposits to be federally insured, or collateralized with eligible securities or Letters of Credit issued by a Federal Agency or Instrumentality. Financial institutions serving as Authority depositories will be required to sign a depository agreement with the Authority. The Agreement shall define the Authority's rights to the collateral in case of default, bankruptcy, or closing, and shall establish a perfected security interest in compliance with federal and state regulations, including:

- the agreement must be in writing;
- the agreement must be executed by the depository and the Authority contemporaneously with the acquisition of the asset;
- the agreement must be approved by the Board of Directors or the loan committee of the depository and a copy of the meeting minutes must be delivered to the Authority; and
- the agreement must be part of the depository's "official record" continuously since its execution.

Repurchase agreements must also be secured in accordance with state law. Each counter party to a repurchase transaction is required to sign a copy of the Public Securities Association Master Repurchase Agreement, or similar agreement, as approved by the Authority. An executed copy of this agreement must be on file before the Authority will enter into any transactions with a counter party. All master repurchase agreements must be approved by the Board of Directors.

a. Collateral Levels

(1) Financial Institution Deposits

The market value of this principal portion of marketable security collateral pledged for financial institution deposits must at all times be equal to or greater than 102% of the deposit amount plus accrued interest on the deposit, less the applicable level of FDIC or NCUSIF insurance. The minimum level of Letters of Credit shall be 100% of principal plus anticipated accrued interest, less the applicable level of FDIC or NCUSIF insurance.

(2) Repurchase Agreements

A repurchase agreement's security value shall be the par value plus accrued interest, and the security's market value must be maintained at the following minimum levels:

Agreement Maturities Greater Than One Business Day

U.S. Treasury securities.....102%

U.S. agency and instrumentalities.....103%

Agreement Maturities of One Business Day

All securities.....100%

b. Monitoring Collateral Adequacy

(1) Financial Institution Deposits

The Authority shall require monthly reports with market values of pledged securities from all financial institutions with which the Authority has deposits. The investment officers will monitor adequacy of collateralization

levels to verify market values and total collateral positions.

(2) Repurchase Agreement

Routine monitoring by the investment officers of market values of all underlying securities purchased for the Authority in repurchase transactions is required. More frequent monitoring may be necessary during periods of market volatility.

c. Additional Collateral and Securities

(1) Financial Institution Deposits

If the collateral pledged for a deposit falls below the deposit value of the deposit, plus accrued interest, less FDIC or NCUSIF insurance, the institution holding the deposit will be notified by the investment officers and will be required to pledge additional collateral no later than the end of the next succeeding business day.

(2) Repurchase Agreements

If the value of the securities underlying a repurchase agreement falls below the margin maintenance levels specified above, the investment officers will request additional securities. If the repurchase agreement is scheduled to mature within five business days, and the amount is deemed to be immaterial, then the request is not necessary.

d. Collateral Release or Substitution

Collateralized deposits and repurchase agreements often require release or substitution of collateral. Any broker/dealer or financial institution may automatically substitute collateral of equal or greater value than the replaced security.

The investment officers, or a designee, must provide written notification of the decision to the custodian/safekeeping agent holding the security prior to any security release. Substitution is allowable for all transactions, but should be limited, if possible, to minimize potential administrative problems and transfer expense. The investment officers may limit substitution and assess appropriate fees if substitution becomes excessive or abusive.

5. Safekeeping and Custody

a. Safekeeping/Custodial Agreement

The Authority shall contract with a bank or banks for the safekeeping of securities owned by the Authority as a part of its investment portfolio, or custodian of collateral as part of its depository and repurchase agreements.

b. Pledged Collateral Custodian

All collateral deposits must be held by a third-party institution eligible under the Public Funds Collateral Act and acceptable to the Authority, or by the Federal Reserve Bank.

c. Safekeeping of Repurchase Agreement Securities

The securities purchased under repurchase agreements must be delivered to a third-party safekeeping agent with which the Authority has established a safekeeping agreement.

C. Investment Broker/Dealers

Investment selection for all funds shall be based on legality, appropriateness, liquidity, and risk/return considerations. All Authority investment portfolios shall be actively managed to enhance overall interest income. Investment broker/dealers shall adhere to the spirit, philosophy, and specific term of this policy, and shall avoid recommending or suggesting transactions outside the same "Standard of Care" as defined in III. D.4.

1. Authorized Broker/Dealers

A list will be maintained of approved investment broker/dealers. These may include "primary" dealers or regional dealers that qualify under Securities and Exchange Commission Rule 153C-1 (uniform net capital rule).

All broker/dealers who desire to become qualified bidders for investment transactions must supply the following as appropriate and when requested:

- Audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification and U4
- Proof of state registration
- Completed broker/dealer questionnaire

An annual review of the qualified broker/dealers will be conducted by the Board of Directors.

D. Responsibility and Controls

1. Administration

The administrative staff and the Board of Directors shall develop the policies for the Authority's investment portfolios. The guidelines and procedures established by this policy will at all times be adhered to by the Authority.

2. Authority to Invest

a. Designation of investment officers and delegation of authority regarding investment decisions

The Authority's Board of Directors designates the General Manager, Finance Officer,

and Senior Accountant having authority to make investment decisions (the "investment officers"). No other person may deposit, withdraw, invest, transfer, or manage in any other manner the funds of the Authority without express written authority of the Board, except that any investment officer may give written authorization for a member of the Authority's contract administrator's finance and accounting staff to execute electronic fund transfers between the Authority's financial institution accounts. Authority granted under this section is effective until rescinded by the Board or until termination of the person's employment or board membership or until the termination of the contract administrator's agreement.

b. The investment officers shall have the authority to:

- (1) Obtain and review competitive rates from qualified investment providers, financial institutions and broker/dealers.
- (2) Make or authorize the making of investments on behalf of the Authority.
- (3) Authorize or confirm the wire transfers of money of the Authority as authorized in this policy.
- (4) Maintain custody of all records of the Authority relating to its investment and management of its funds.
- (5) Perform or supervise the performance of any duties authorized to be performed by the Authority depository under this policy.
- (6) Prepare or supervise the preparation of periodic reports to be provided to the Board of Directors summarizing the investment and management of funds of the Authority.
- (7) Perform other duties as appropriate to implement this policy.

c. The investment officers shall attend training, as required by Water Code 49.1571, relating to the investment officers' responsibilities within 12 months after taking office or assuming responsibilities, and every two years thereafter based on the Authority's fiscal year. Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act. The investment officers shall continue to participate in educational opportunities as needed to maintain their quality and capabilities for performing their duties.

The investment training session shall be provided by an independent source approved by the Board. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an

institution of higher education or any other sponsor other than a business organization with whom the Entity may engage in an investment transaction.

3. Prudent Investment Management

The designated investment officers shall perform their duties in accordance with the adopted investment policy and internal procedures. The prudence of the Investment Officer is considered by the investment of all funds rather than a single investment. The Investment Officer, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for a specific investment's credit risk or market price changes, provided that these deviations are reported immediately and the appropriate action is taken to control adverse developments.

4. Standard of Care

The standard of care used by the Authority and designated investment officers shall be the "prudent person rule" and shall be applied in the context of managing the overall portfolio within the applicable legal constraints. The Act states:

- a. Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

Investment of funds shall be governed by the following investment objectives, in order of priority:

- (1) Preservation and safety of principal;
- (2) Liquidity; and
- (3) Yield.

- b. In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) The investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) Whether the investment decision was consistent with the written investment policy of the entity.

5. Standard of Ethics

The designated investment officers shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could

impair their ability to make impartial decisions. Employees and investment officers shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of their entity. Additionally, all investment officers shall file with the Texas Ethics Commission and the Board of Directors a statement disclosing any personal business relationship with any entity seeking to sell investments to the Authority or any relationship within the second degree by affinity or consanguinity to an individual seeking to sell investments to the Authority.

6. Establishment of Internal Controls

The Board of Directors will oversee the investment officers in the maintenance of a system of internal controls over the investment activities of the Authority. The investment officers are responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that the cost of a control should not exceed the benefits likely to be derived; and the valuation of costs and benefits requires estimates and judgments by management.

Accordingly, the investment officers shall establish a process for annual independent review by an external auditor to assure compliance with policies and procedures. The internal controls shall address the following points:

- a. Avoidance of collusion
- b. Separation of transactions authority from accounting and record keeping
- c. Custodial safekeeping
- d. Written confirmation for telephone (voice) transactions for investments and wire transfers

7. Reporting

Investment performance will be monitored and evaluated by the investment officers. The investment officers will provide a quarterly comprehensive report signed by all investment officers to the Board of Directors. This investment report shall:

- a. Include a listing of individual securities held at the end of the reporting period,
- b. State the reporting period beginning market value, additions or changes to the market value during the period, and ending market value for the period of each pooled fund group,

- c. State the reporting period beginning market value and ending market value for each investment security by asset type and fund type,
- d. State the maturity date of each investment security,
- e. State the fund for which each investment security was purchased,
- f. Include an average weighted yield to maturity of portfolio (the selected portfolio performance measurement) as compared to applicable benchmark,
- g. State the fully accrued interest for the reporting period,
- h. State the percentage of the total portfolio that each type of investment represents, and
- i. State the compliance of the investment portfolio with the Authority's investment policy and strategy of the Public Funds Investment Act.

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least quarterly. The source of pricing used to calculate market value will be sources independent from the transaction.

In conjunction with the annual financial audit, the quarterly reports shall be formally reviewed by an independent auditor, and the result of the review shall be reported to the Board by that auditor. The Authority, also in conjunction with its annual financial audit, shall perform a compliance audit of management controls or investments and adherence to the Authority's investment policy and strategies.

8. Investment Policy Certification

Local government investment pools and discretionary investment management firms shall be presented a written copy of this investment policy. The qualified representative of the business organization shall execute a written instrument substantially to the effect that the organization has:

- a. Received and reviewed this investment policy; and
- b. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities with the Authority that are not authorized by the Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the Authority's entire portfolio; requires an interpretation of subjective investment standards; or relates to investment transactions of the Authority that are not made through accounts or other contractual arrangements over which the business organization has accepted

discretionary investment authority.

The Authority shall not enter into an investment transaction with a business organization prior to receiving the written instrument described above.

On motion of _____ seconded by _____,
the foregoing resolution was adopted by the Board of Directors of the Greater Texoma Utility Authority this 21st
day of October 2024 by the following vote:

_____ Voted "For" _____ Voted "Against" _____ Abstained

at a regular meeting of the Board of Directors of the Greater Texoma Utility Authority.

President

ATTEST:

Secretary-Treasurer

Policy source: Board Policy Manual, Section 20.00, Policies on Finance

Appendix A
Approved Investment Training Sources

Association of Water Board Directors
Texas Rural Water Association
Texas Water Utilities Association
Government Finance Officers' Association
Government Finance Officers' Association of Texas
Government Treasurers' Organization of Texas
Council of Governments
University of North Texas Center for Public Management
American Institute of Certified Public Accountants
Association of Governmental Accountants

Appendix B
Authorized Broker/Dealers

BOKF Financial
FHN Financial
Multi-Bank Securities
SAMCO Capital Markets
Wells Fargo Securities

ADJOURN