

**GREATER TEXOMA UTILITY AUTHORITY
BOARD MEETING
OCTOBER 18, 2021**

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

**NOTICE OF PUBLIC MEETING
OF THE BOARD OF DIRECTORS OF THE
GREATER TEXOMA UTILITY AUTHORITY
GTUA BOARD ROOM
5100 AIRPORT DRIVE
DENISON, TEXAS 75020
Monday, October 18, 2021, 12:30 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 18th day of October, 2021, at 12:30 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 20, 2021 Meeting.
- V. * Consider and act upon approval of accrued liabilities for September 2021.
- VI. Citizens to be Heard.
- VII. Review and act upon Approval of the Authority's Investment Policy.
- VIII. Consider and act upon authorizing City of Kaufman WWTP Improvements Change Order No. 2 to the contract with Red River Construction Company.
- IX. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Dickerson Construction for the Collin Grayson Municipal Alliance Water System's North Texas Municipal Water District Point of Delivery Project as complete.
- X. Receive General Manager's Report: The General Manager will update the Board on operational and other activities of the Authority.
- XI. 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.

ATTACHMENT IV

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

MONDAY SEPTEMBER 20, 2021

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

Members Present: Brad Morgan, Scott Blackerby, Stanley Thomas, Matt Brown, Ken Brawley, and Anthony Richardson

Members Absent: Donald Johnston

Staff: Drew Satterwhite, Nichole Sims, Tasha Hamilton, Debi Atkins, and Velma Starks

General Counsel: Mike Wynne, Wynne and Smith
Bond Counsel

Visitors: Tom Pruitt, City of Sherman

I. Call to Order

Board President Brad Morgan called the meeting to order at 12:30 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 request a specific item to be discussed and voted on separately.

IV. * Consider and act upon approval of Minutes of August 16, 2021 Meeting.

V. * Consider and act upon approval of accrued liabilities for August 2021.

General Manager Drew Satterwhite reviewed the liabilities with the Board.

Board Member Scott Blackerby made a motion to approve the consent agenda items. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

VI. Citizens to be Heard.

There were no citizens requesting to address the Board.

VII. Consider and act upon a reduction in retainage with Patterson Professional Services, LLC for the City of Gunter Downtown Wastewater Treatment Plant replacement Project.

General Manager Drew Satterwhite provided background information for the Board. There has been a total of four change orders. Patterson Professional Services, LLC has completed all work they were contracted to perform except for two (2) items which are delayed due to issues that are beyond their control. Change Order No. 4 included 1) adding mufflers to the newly installed blowers to ease noise complaints from nearby residents, 2) reconciling quantities of sludge that were removed from old ponds. The core samples from the old ponds cannot be taken until Texas Commission on Environmental Quality (TCEQ) has approved a closure plan. This plan should have been submitted by the engineer several months ago, but it was not completed and the contractor must now wait on TCEQ to approve the submitted plan until they can perform the core sampling. In regard to the mufflers, the contractor purchased three (3) mufflers to install on the blowers which were included in Change Order No. 4. The supplier of these mufflers only has two (2) of three (3) available currently and the contractor is awaiting delivery. The final inspection with the TWDB, engineer and City was performed on September 8, 2021. Contingent upon the City of Gunter's approval, the staff recommends authorizing a partial release of retainage to the contract with Patterson Professional Services in the amount of \$108,598.14, which would result in \$26,024.04 remaining to pay upon completion of the project. Discussion was held. Board Member Stanley Thomas made the motion to a partial release of retainage to the contract with Patterson Professional Services in the amount of \$108,598.14 contingent upon the City of Gunter's approval. Board Member Matt Brown seconded the motion. Motion passed unanimously.

VIII. Consider and act upon Change Order No. 1 to the contract with Lynn Vessels Construction, LLC for City of Sherman Northwest Sewer and Force Main Project.

General Manager Drew Satterwhite provided background information for the Board. The PVC pipe manufacturing industries have experienced material instabilities and manufacturing delays due to COVID and the February 2021 freeze event. The contractor's original pipe manufacturer that quoted the project served a letter that they would not be able to provide the requested pipe for this project. Subsequently, the contractor had to find a different manufacturer at a higher price since the bid opening. This change in price is only for the material and does not include any labor. Even with the increase in material price, the contract amount is still the lowest bid received. The City of Sherman approved this Change Order at their September 7, 2021, council meeting. Discussion was held. Board Member Scott Blackerby made the motion to authorize the execution of Change Order No. 1. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

IX. Consider and act upon Budget Amendment for FY 2020-2021.

General Manager Drew Satterwhite provided background information for the Board. Discussion was held regarding amending the Construction Budget, Combined Bond Budget and the CGMA Budget. Budget Committee (Stanley Thomas, Ken Brawley, Brad Morgan) reviewed budget amendment on September 14, 2021. Board Member Matt Brown made the motion to approve

the amended budget. Board Member Anthony Richardson seconded the motion. Motion passed unanimously.

X. Consider and act upon Budget for Fiscal Year October 1, 2021 – September 30, 2022.

General Manager Drew Satterwhite provided information for the Board. The Budget Committee (Stanley Thomas, Ken Brawley, Brad Morgan) went over budget at their meeting. The Budget consists of five categories: Construction Budget, General Fund Budget, Collin Grayson Municipal Alliance Budget, Solid Waste and Combined Bond Budget. An increase in the General Fund Budget is due to the proposed addition of two (2) new employees. One (1) of the new employees would be a Field Technician to serve the Groundwater Districts and the other would be an accountant to bring our accounting staff back up to three (3) employees as it was prior to this current fiscal year. Discussion was held. Board convened into Executive Session.

XI. Executive Session

Board convened into Executive Session at 1:10 p.m.

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

A. Personnel Matters

(i) Consider evaluation and duties of Authority General Manager

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

XII. Regular Session

Board reconvened into Regular Session at 1:50 p.m. No action was taken in Executive Session. Board Member Matt Brown made the motion to adopt the budget for Fiscal Year 2021-2022. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

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

General Manager Drew Satterwhite reminded the Board no virtual meeting may be held since September 1, 2021

General Manager Drew Satterwhite provided information to the Board regarding the Red River Boundary issue between Texas and Oklahoma and how the water treatment plant landed in Oklahoma. After several years it appears that the Texas Commission and the Oklahoma Commission are working on settling the boundary issues regarding the water plant.

XIV. Adjourn

Board Member Ken Brawley made the motion to adjourn. Board Member Matt Brown seconded the motion. Motion passed unanimously. Board President Brad Morgan declared the meeting adjourned at 2:07 p.m.

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Recording Secretary

Secretary-Treasurer

ATTACHMENT 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
GENERAL:			
<u>Dues and Subscriptions</u>			
Denison Area Chamber of Commerce (annual membership dues)	75.00		
Texas Comptroller of Public Accounts - annual buying membership program	100.00		
<u>Fuel and Reimbursements for Mileage</u>			
Nichole Sims (Reimbursement for mileage)	34.16		
Theda Anderson (Reimbursement for mileage)	51.14		
Velma Starks (Reimbursement for mileage)	37.36		
Drew Satterwhite (Fuel)	89.00		
Valero Fleet (Fuel - operations vehicles)	1,136.56		
<u>Insurance</u>			
Drew Satterwhite (2017 Ford F150)	86.25		
<u>Leases/Rental Fees</u>			
Pitney-Bowes (Mailing system)	105.00		
North Texas Regional Airport (Lease - administrative offices)	2,303.84		
USPS (Annual Post Office Box Renewal)	342.00		
<u>Legal Fees</u>			
Wynne & Smith, LLC (Agenda, Board Meeting)	650.00		
<u>Maintenance Agreements</u>			
Novatech (Konica-Minolta copier)	254.00		
<u>Meetings and Conferences</u>			
Feast on This (BOD Lunches)	195.00		
Theda Anderson (BOD meeting drinks and cookies)	27.81		
<u>Miscellaneous</u>			
City of Denison Lab (Water Tests for Northern Hills)	21.00		
Bank of Texas Visa - Shippings fees to LCRA Lab for Munson water tests	132.39		
Texoma Fire Equipment (Annual)	128.00		
<u>Postage</u>			
United States Postal Service (Renewed Post office box)	342.00		
<u>Professional Services</u>			
Final Details (Cleaning Service)	585.00		
<u>Repair & Maintenance - Building & Equipment</u>			
Diamond Computers (McAfee anti-virus software for DS laptop)	39.95		
Midway Lock & Key (Rekeyed front and back glass doors issued 16 keys.)	180.00		
Texoma Fire & Equipment (Annual fire inspection)	128.00		
Orkin Franchise 926 (Pest Control)	135.31		
<u>Repair & Maintenance - Administrative and Operations Vehicles</u>			
Drew Satterwhite (Vehicle Registration renewal for 2017 Ford Truck Plate)	73.00		
Whistlestop Car Spa - (Oil Changes for 2019 & 2016 Ford F150. Replaced wiper blades on 2019.)	197.68		
<u>Supplies</u>			
American Express (General Office Supplies - Logmein, Zoom, Resolutions books)	290.46		
Bank of Texas Visa (General Office Supplies)	172.82		
Office Depot (General Office Supplies, toner, chair for NS, copier paper, trash bags, tissue etc.)	714.78		
Lowe's (Field Supplies, gloves, and brass fittings)	227.56		
Valero (Field Supplies - Ice)	8.60		
<u>Training</u>			
Bank of Texas Visa (DA's PFIA training)	240.00		
<u>Utilities</u>			
Alan Moore (Reimbursement for cell phone expenses)	25.00		
Wayne Eller (Reimbursement for cell phone expenses)	25.00		
Dave Tomlinson (Reimbursement for cell phone expenses)	25.00		

	CURRENT	PRIOR MONTH	PRIOR YEAR
Drew Satterwhite (Reimbursement for cell phone expense & internet change)	25.00		
Sparklight (Internet)	129.44		
AT&T Mobility (Cell Phones)	78.19		
City of Denison (Water August & September)	441.56		
City of Sherman (Trash services for August and September)	170.00		
8x8, Inc.(phone lines - local & long distance)	372.69		
MP2 Energy Texas (Electric - August & September)	1,033.38		
ATMOS Energy	71.30		
TOTAL:	\$ 11,500.23	\$ 29,855.08	\$ 11,532.33
SOLID WASTE:			
<u>Utilities</u>			
Grayson-Collin Electric	129.55		
Starr Water Supply	60.30		
TOTAL:	\$ 189.85	\$ 319.19	\$ 757.38
WASTEWATER:			
<u>Construction Contracts</u>			
Lynn Vessels (Sherman 2020 - Storm Water Management projec. Pay App #11)	36,604.69		
Patterson Professional (Gunter 2018 - WWTP - Replacement project Pay App #24)	17,784.00		
Red River Construction (Kaufman 2019 - WWTP improvements. Pay App #11A)	154,266.53		
Red River Construction (Kaufman 2019 - WWTP improvements. Pay App #11)	55,138.95		
Red River Construction (Sherman 2020 - Post Oak Aeration 10% complete)	113,668.45		
<u>Engineering Fees</u>			
Freese & Nichols (Sherman 21 - WWater Master Plan. Basic Services 23.88% complete)	40,508.25		
Freeman-Millican (Sherman 21 - Lab services bldg. addition/remodel. 95% Preliminary design & 10% const. docs. completed)	24,822.00		
Freeman-Millican (Sherman 2017 - Construction North West Sewer 30% complete)	3,492.00		
Freeman-Millican (Sherman 2019 - 1st. To Rosedale Design 70% complete)	5,720.00		
Perkins Engineering (Sherman 2019 - Post Oak Aeration 27% complete)	9,945.89		
Plummer (Pottsboro 2019 - WWTP PH2 Engineering fees through August 2021. Detailed Design 98.18% complete)	42,899.32		
<u>Legal</u>			
Mike Wynne & Smith (Sherman 2017 - Review of contracts, insurance and bonding documents for North West Sewer Lift)	568.75		
<u>Miscellaneous</u>			
BLX Group (Pottsboro 2010 - Final Arbitrage)	250.00		
TOTAL:	\$ 505,668.83	\$ 832,914.40	\$ 100,873.89
WATER:			
<u>Advertising</u>			
Herald Banner (LK Kiowa 2021 - Public notice for catagorical exclusion comment period.)	123.00		
Herald Democrat (Gober 2021 - Advert for Categorical Exclusion for water system improvement project)	65.41		
<u>Construction Costs</u>			
Crescent Constructors (Bear Creek 2019 - PH 2 underground storage tank, Pump station with 12" & 16" wtr lines Pay app #1)	243,719.65		
Crescent Constructors (Bear Creek 2019 - PH 2 underground storage tank, Pump station with 12" & 16" wtr lines Pay app #2)	244,226.12		
<u>Engineering Fees</u>			
City of Krum (Krum 2017 - reimbursement for February engineer fees for Masch Branch Water Well)	3,626.77		
City of Krum (Krum 2017 - reimbursement for March engineer fees for Masch Branch Water Well)	5,718.30		
City of Princeton (Princeton 2018 - Forest Grove Project construction phase services through July)	2,247.50		
Freeman-Millican (Sherman 2019 - Water line improvements to Travis & 75 60% construction complete)	2,917.60		
Freese & Nichols (Sherman 21 - Water Master Plan. Basic Services 20.97% complete. Special Ser. 19.97% complete)	10,536.75		
Freese & Nichols (Sherman 21 - Water Master Plan 26% complete & 30% complete)	33,603.78		
Fugro USA (Princeton 2018 - inspections fees for Forest Grove Pump Station)	425.00		
Garver (Sherman 21 - Ida Ground Storage Tank Rehab. Engineering services through August 2021)	9,815.60		
Hayter (Sherman 21 - Design Eng. 90% complete for S. Surface (Legacy) wtr line. & SW Booster Pump Station mods)	3,921.25		
<u>Groundwater</u>			
8x8, Inc. (NTGCD - 800 line, local & long distance)	372.85		
8x8, Inc. (RRGCD - 800 line, local & long distance)	372.85		
American Express (NTGCD - Invoiced A/R app, BOD meeting, TAGD, Zoom, Foxit)	841.21		
American Express (RRGCD - Invoiced A/R app, BOD meeting, Grayson Co. public posting, TAGD, Zoom, Foxit)	974.54		
AT & T Mobility (NTGCD - W. Parkman - cell phone)	72.18		
Allen Burks (RRGCD - cell phone reimbursement)	25.00		
Bank of Texas Visa (NTGCD - BOD Chick-Fil-A, GMA8 posting,)	195.06		
Bank of Texas Visa (RRGCD - BOD Bay by the Lake, Grayson Co. public ad, BOD lunch,)	349.80		
Lowe's (NTGCD - Flow Testing equipment)	94.79		
Lowe's (NTGCD - Flow Testing equipment)	94.79		
Nichole Sims (NTGCD - mileage reimbursement)	0.56		
Paul Sigle (NTGCD - cell phone reimbursement)	12.50		
Paul Sigle (RRGCD - cell phone reimbursement,)	12.50		
Valero (NTGCD - Fuel, W. Parkman)	261.70		

	CURRENT	PRIOR MONTH	PRIOR YEAR
Velma Starks (NTGCD - mileage reimbursement)	25.98		
Velma Starks (RRGCD - mileage reimbursement)	16.36		
<u>Miscellaneous</u>			
BLX Group (Gainesville 2011 - Arbitrage Calculations)	250.00		
<u>CGMA Equipment</u>			
Bank of Texas Visa (Purchased 2 chemical pumps from Westech Equipment)	1,281.90		
<u>CGMA Repair & Maintenance</u>			
Brenntag Southwest (CGMA - Chemicals to disinfect lines at pump station)	11,517.73		
City of Denison Lab (CGMA - Water Tests)	21.00		
Kemp Lawn Maintenance (CGMA - Bloomdale Pump Station, August & September)	761.66		
LCRA Environmental Lab Services (CGMA - Water Tests)	160.00		
Texas Excavation Safety System, Inc. (CGMA - Message Fees)	215.65		
USA Bluebook (CGMA - miscellaneous parts for repairs, 200 gal. chem storage tank)	2,518.29		
<u>Supplies</u>			
Alan Moore (Keys for CGMA)	10.82		
Lowe's (Field Supplies - wasp spray, shovel, hose clamps, other misc. items.)	182.60		
<u>CGMA Utilities</u>			
AT & T Mobility (CGMA emergency back up lines)	112.46		
AT & T U-Verse (Bloomdale Pump Station, August & September)	192.18		
North Texas Municipal Water District (Water Usage)	228,980.00		
MP2 Energy Texas (Bloomdale Pump Station)	15,855.63		
TOTAL:	<u>\$ 826,729.32</u>	<u>\$ 1,172,140.19</u>	<u>\$ 1,430,470.71</u>
GRAND TOTAL:	<u>\$ 1,344,088.23</u>	<u>\$ 2,035,228.86</u>	<u>\$ 1,543,634.31</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.

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

ATTACHMENT VII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: October 13, 2021

SUBJECT: AGENDA ITEM NO. VII

REVIEW AND ACT UPON APPROVAL OF THE AUTHORITY'S 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. Two (2) Authority staff members attend the Public Funds Investment training on a bi-annual basis. Staff also tries to keep our attendance staggered in order to keep up with any changes that may occur.

CONSIDERATIONS

In 2017, the last year following relevant legislative changes, the Budget Committee met with staff and Valley View Consulting to review the proposed changes. The changes were incorporated into the Investment Policy, and the Policy was subsequently approved by the Board of Directors of the Greater Texoma Utility Authority.

For the second straight legislative session, there were not any changes to the Public Funds Investment Act that would impact the Authority's current investment policy. The Authority's Financial Advisor, Valley View Consulting, has reviewed the policy and recommended no changes to the policy.

STAFF RECOMMENDATIONS

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

ATTACHMENTS

Investment Policy

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

RECOMMENDED BY:

Debi Atkins, Finance Officer

GREATER TEXOMA UTILITY AUTHORITY

POLICY RESOLUTION #20.07

**FISCAL MANAGEMENT
AND INVESTMENT**

Adopted: October 18, 2021

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, or its successor; or the National Credit Union Share Insurance fund, 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 has to 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 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 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 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 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 and Finance Officer 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. 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. Control of collusion
- b. Separation of transactions authority from accounting and record keeping
- c. Custodial safekeeping
- d. Avoidance of physical delivery securities
- e. 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 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 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.

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

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

ATTACHMENT VIII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: October 13, 2021

SUBJECT: AGENDA ITEM NO. VIII

**CONSIDER AND ACT UPON AUTHORIZING CITY OF KAUFMAN WWTP IMPROVEMENTS CHANGE ORDER NO. 2
TO THE CONTRACT WITH RED RIVER CONSTRUCTION COMPANY**

ISSUE

Consider and act upon authorizing the City of Kaufman wastewater treatment plant improvements Change Order No. 2.

BACKGROUND

City of Kaufman staff contacted the Authority staff, requesting financial assistance for improvements to the City's wastewater treatment plant ("WWTP"). On February 28, 2019, Drew Satterwhite attended a City Council Retreat to discuss the process of utilizing GTUA to access and administer Texas Water Development Board ("TWDB") funding. Following this presentation, the City has requested that the Authority proceed with the pursuit of TWDB Clean Water State Revolving Fund ("CWSRF") money to fund improvements at their WWTP. This project is necessary to replace equipment that has reached the end of its useful life. Rehabilitation of WWTP to include headworks improvements, clarifier, filters, disinfection, stormwater holding basin improvements, plant lift station mixer and abandonment of old lift station. In addition, new sludge equipment is being provided to allow for increased efficiency during normal operations and to allow for emergency operations in the event of sludge equipment failure.

At the March 3, 2020 meeting, the Board authorized a bond resolution in the amount of \$2,710,000. This bond series is for a 30-year term in which we received a 0.23% net interest cost.

Bids were opened May 12, 2020. Nine bids were received, with Red River Construction Company being the apparent low bidder at \$3,318,803.00. The bond issuance for this project included \$2,593,556.00 available for construction on the project, therefore a Change Order to reduce the scope/price of the contract was done simultaneous with the award of contract. In addition, the City had to contribute \$383,647.00 in order to make funds available for the award of contract.

Change Order No. 1 included the deletion on the following scope items: belt press bypass piping, sludge bed rehabilitation, sludge holding basin coarse bubble diffuser, Filter Roof Structure, demolition of clarifiers 1, 2, UV facility and the old lift station. Change Order no. 1 resulted in a reduction of \$394,600.00 for a revised contract amount of \$3,977,203.00.

During construction, several pipelines were discovered to be in a different location and/or elevation from those shown on the old construction plans. Field adjustments were required to accommodate the existing pipelines. In addition, the bar screen structure was shifted to accommodate the existing underground piping. The attached change order document provides detail of the seven (7) changes, six (6) of which were additional costs. Change Order No. 2 would result in an additional \$92,284.39 resulting in a revised contract amount of \$3,069,487.39.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

CONSIDERATIONS

The City of Kaufman is planning to take this Change Order No. 2 to their council on October 25, 2021.

The City of Kaufman will also have to directly fund the costs of this Change Order No. 2 as there are not additional bond funds available.

STAFF RECOMMENDATIONS

Staff recommends authorizing the approval of Change Order No. 2 to the contract with Red River Construction Company. Any action would be contingent upon similar action being taken by the Kaufman City Council in addition to receiving the additional funds from the City to cover the additional costs.

PREPARED AND SUBMITTED BY:

A handwritten signature in black ink, appearing to read "Drew Satterwhite", is written over a horizontal line.

Drew Satterwhite, P.E., General Manager

CHANGE ORDER No. 2

ENGINEER'S Project No.: 19018

PROJECT: **GTUA/Kaufman Wastewater System Improvements –
Kaufman WWTP Improvements**

CONTRACTOR: **Red River Construction Company**

ORIGINAL CONTRACT Amount: \$ 3,318,803.00 CONTRACT Date: May 18, 2020

TO: Red River Construction Co.
CONTRACTOR

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

GTUA on behalf of City of Kaufman
Owner

By: _____

Dated: _____

NATURE OF CHANGES: During construction activities, several pipelines were discovered to be in a different location and/or elevation from those shown on the available existing plant construction plans. Field adjustments were required in order to accommodate the existing pipelines. In addition, the bar screen structure was shifted to accommodate the existing underground piping and an unknown structure. Attached is a detailed breakdown of the cost associated with each item.

- 1) Line 3 – A new 18” plug valve was added to the interconnect between the existing aeration basin and existing clarifier #3. Per discussions with the Operator, this valve would allow for better isolation of the clarifier for maintenance and also allow for continued operation during construction. (Add \$48,482.97)
- 2) Line 4 – Additional fittings were added to the scum line to enable the connection to the existing scum line. (Add \$91.08)
- 3) PVC Drain Line @ Existing Lift Station – The drain line required modification due to underground conflicts. (Add \$1,204.89)
- 4) Line 7 Connection – The chlorine contact influent line was adjusted to connect to the existing 24” pipeline between the filter and the existing effluent box. This switch required fittings and a new 24” valve. This would allow for continued operation of the plant, and more specifically the non-potable water system, during construction activities. This will also allow for isolation during facility maintenance. (Add \$28,196.47)
- 5) Bar Screen Structure Relocation – The bar screen location was adjusted from the original location in order to facilitate an easier connection to the existing system. (Deduct \$8,212.53)
- 6) Piping Replacement Between Bar Screen & Grit System – Upon excavation of the existing manhole and piping between the bar screen and grit system it was discovered that the existing piping is in very poor condition and would be difficult to utilize with the new junction box connection to the new bar screen, existing bar screen and grit system. The junction box was redesigned to allow for removal of the poor piping. (Add \$17,711.85)

- 7) Buried Structure Demolition – Upon removal of the existing slab adjacent to the existing bar screen, a manhole type structure was discovered. It needs to be removed in order for the new bar screen to connect to the grit system. (Add \$4,809.65)
-

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

Original Contract Price:	\$	<u>3,318,803.00</u>
Change Order No. 1:	\$	<u>(341,600.00)</u>
Change Order No. 2:	\$	<u>92,284.39</u>
New Contract Price:	\$	<u>3,069,487.39</u>
Percent Change:		<u>7.5%</u>

The Above Changes are Recommended for Approval:

Freeman-Millican, Inc.
Engineer

By: Mark D. Hill, P.E.
Mark D. Hill, P.E.

Dated: 22 SEP 21

Red River Construction Co
Contractor

By: Steven Summerhays

Dated: 9/22/2021

Contingency Allowance Request #5B

PROJECT: <u>GTUA City of Kaufman WWTP Improvements</u>	PROJECT NUMBER
OWNER: <u>City of Kaufman, Texas</u>	TWDB #73847
CONTRACTOR: <u>RED RIVER CONSTRUCTION CO.</u>	347
ENGINEER: <u>Freeman-Millican, Inc.</u>	19018
REFERENCE: <u>Yard Piping Changes and Bar Screen Relocation</u>	Date: <u>Sep. 22, 2021</u>

The Contractor proposes to make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Line 3:

1 LS	Piping and Valves (See attached quote)	\$38,948.06
1 LS	Safety Supplies	\$45.00
1 LS	Small Tools	\$125.00
1 LS	Fuel, Oil, & Grease	\$150.00
16 MH	Pipe Installation Labor @ \$23/Hr.	\$368.00
12 MH	Hand Excavate and Backfill Labor @ \$23/Hr.	\$276.00
18 MH	Equipment Operator @ \$26/Hr.	\$468.00
8 MH	Superintendent @ \$50/Hr.	\$400.00
50%	Labor Burden	\$756.00
Subtotal:		\$41,536.06
15%	Contractors Fee	\$6,230.41
1.5%	Bond Fee	\$716.50
TOTAL:		\$48,482.97

Line 4:

1 LS	4" SDR 26 Fittings (See attached quote)	\$78.03
Subtotal:		\$78.03
15%	Contractors Fee	\$11.70
1.5%	Bond Fee	\$1.35
TOTAL:		\$91.08

PVC Drain Line @ Existing Lift Station:

1 LS	10" Pipe & Fittings (See attached quote)	\$1,032.25
Subtotal:		\$1,032.25
15%	Contractors Fee	\$154.84
1.5%	Bond Fee	\$17.81
TOTAL:		\$1,204.89

Line 7 Connection:

1 LS	Valve & Piping (See attached quote)	\$25,159.00
-1 LS	SOV Item 15.024 Credit	(\$2,700.00)
1 LS	Small Tools	\$25.00
1 LS	Safety Supplies	\$25.00
1 LS	Fuel, Oil, & Grease	\$150.00
14 MH	Pipe Installation Labor @ \$23/Hr.	\$322.00
21 MH	Hand Excavate & Backfill Labor @ \$23/Hr.	\$483.00
6 MH	Equipment Operator @ \$26/Hr.	\$156.00
2 MH	Supervision @ \$47/Hr.	\$94.00
50%	Labor Burden	\$527.50
Subtotal:		\$24,241.50
15%	Contractors Fee	\$3,538.28
1.5%	Bond Fee	\$416.70
TOTAL:		\$28,196.47

Bar Screen Structure Relocation:

-1 LS	SOV Item 15.037 Credit - 30" Plant Influent	(\$17,000.00)
-1 LS	SOV Item 15.038 Credit - 6' Diameter Manhole	(\$5,500.00)
-1 LS	SOV Item 1.013 Credit - SS Weir Box	(\$2,400.00)
60 LF	SOV Item 15.040 - 1.5" & 2" WL @ Headworks	\$1,500.00
28 LF	SOV Item 1.006 - 24" PVC Piping	\$3,290.84
10 CY	Flowable Fill to Plug Ex. Bar Screen Influent	\$1,400.00
10 CY	Concrete Collar	\$1,500.00
1 LS	Bypassing	\$7,835.00
1 LS	Small Tools	\$275.00
1 LS	Safety Supplies	\$75.00
14 MH	Concrete/Flowable Fill Labor @ \$23/Hr.	\$322.00
6 MH	Supervision @ \$50/Hr.	\$300.00
50%	Labor Burden	\$311.00
	Subtotal:	(\$8,091.16)
15%	Contractors Fee	\$0.00
1.5%	Bond Fee	(\$121.37)
	TOTAL:	(\$8,212.53)

Piping Replacement Between Bar Screen and Grit System:

2 Wks	Bypass Pumping	\$7,397.50
1 LS	Bypass Pumping Fuel	\$2,875.00
1 LS	Misc. Bypass Pumping	\$550.00
-4 CY	Concrete Credit	(\$580.00)
1 LS	Waterstop & Keyway	\$250.00
1 LS	Hilti Epoxy	\$550.00
28 ft ²	Aluminum Grating	\$670.00
1 LS	Galvanized Grating Embeds	\$125.00
1 LS	Safety Supplies	\$125.00
80 MH	Bypass Pumping Labor @ \$25/Hr.	\$2,000.00
3 MH	Supervision @ \$47/Hr.	\$141.00
50%	Labor Burden	\$1,070.50
	Subtotal:	\$15,174.00
15%	Contractors Fee	\$2,276.10
1.5%	Bond Fee	\$261.75
	TOTAL:	\$17,711.85

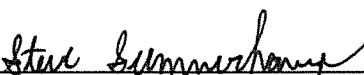
Change of Conditions - Buried Structure Demolition

1 LS	Hydraulic Jackhammer	\$500.00
1 LS	Trucking	\$250.00
1 LS	Excavator	\$1,000.00
1 LS	Concrete Haul-off	\$1,400.00
16 Hrs	Equipment Operator @ \$26/Hr.	\$416.00
8 Hrs	Hand Excavate Labor @ \$23/Hr.	\$184.00
1 LS	Safety Supplies	\$25.00
1 LS	Fuel, Oil, & Grease	\$125.00
1 LS	Water, Ice, Cups	\$9.00
3 MH	Supervision @ \$47/Hr.	\$141.00
50%	Labor Burden	\$70.50
	Subtotal:	\$4,120.50
15%	Contractors Fee	\$618.08
1.5%	Bond Fee	\$71.08
	TOTAL:	\$4,809.65

Proposal Total: \$92,284.39

Requested Days if Accepted: 28 weeks for delivery of the 24" Butterfly Valve

Prepared by Red River Construction Company, Inc.

By: 
Steve Summerkamp, Project Manager



Bid Proposal for GTUA Kaufman Change order #2 & #3 August 2021 Update

CUSTOMER	<p>RED RIVER CONSTRUCTION CO INC 2804 CAPITAL ST WYLIE, TX 75098 Contact: Steve Summerkamp (T) 214-356-4930 steven.summerkamp@redriverconstruction.com</p>	<p>Job GTUA Kaufman Change order #2 & #3 August 2021 Update Kaufman, TX Kaufman County Engineer: Freeman-Millican Bid Date: 08/23/2021 05:00 pm Bid #: 1954235</p>
CONTACT	<p>Sales Representative Jeff McCord (M) 817-876-1151 (T) 469-498-1880 (F) 844-756-6513 Jeff.McCord@coreandmain.com</p>	<p>Core & Main 6959 State Hwy 276 Royse City, TX 75189 (T) 972-635-2722</p>
NOTES	<p>THIS QUOTE REPRESENTS OUR INTERPRETATION OF MATERIAL WE MAY FURNISH FOR THIS JOB AND IS NOT GUARANTEED AS TO ACCURACY OF SIZES, QUANTITIES OR OTHER DESCRIPTIONS. CORE & MAIN IS NOT LIABLE FOR DELIVERY DELAYS, CANCELLATIONS OR PRICE INCREASES RESULTING FROM ANY CAUSE BEYOND OUR CONTROL. THESE INCLUDE BUT ARE NOT LIMITED TO: MANUFACTURERS' SHORTAGES, AVAILABILITY OR TIMELINESS OF TRANSPORTATION, MATERIAL, FUELS, OR SUPPLIES.</p>	



Bid Proposal for GTUA Kaufman Change order #2 & #3 August 2021 Update

RED RIVER CONSTRUCTION CO INC

Job Location: Kaufman, TX
 Engineer: Freeman-Millican
 Bid Date: 08/23/2021 05:00 pm
 Core & Main 1954235
 Addendum: 1, 2 (05/08/2020)

Core & Main
 6959 State Hwy 276
 Royse City, TX 75189
 Phone: 972-635-2722
 Fax: 972-635-9325

Seq#	Qty	Description	Units	Price	Ext Price
DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.					
This project is being bid in accordance with AIS requirements					
LINE #3					
10					
20	2	18 MJ PLUG VALVE AIS, DEZURIK, AS SUBMITTED	EA	11,410.59	22,821.18
40	1	18 MJ TEE C153 P401 USA	EA	4,709.26	4,709.26
50	1	18 MJ L/P SLV C153 P401 USA	EA	2,076.86	2,076.86
60	3	18 MEGALUG 2018PEC 316SS W/ACC F/C900 2018PECSS16 INCLUDES 316SS T-BOLTS & GSKT FOR USE ON C900 PVC 2018PECDSS16	EA	736.81	2,210.43
100	7	18 MEGALUG 2018PEC 316SS W/ACC F/C900 2018PECSS16 INCLUDES 316SS T-BOLTS & GSKT EBAA NOT APPRVD FOR SDR35 PVC 2018PECDSS16	EA	736.81	5,157.67
140	7	18 MJXSWR SDR35 TRANS GASKET	EA	141.50	990.50
150	2	BHFI 340-1 SET (SWR) 10" VALVE BOX COMPLETE "SEWER", USA BOX COMPLETE "SEWER" LID	EA	95.05	190.10
170	2	7" VLV EXT STEM F/2" NUT SST	EA	396.03	792.06
180***	14	18 PVC SDR35 SWR PIPE (G) 14' ORDERED JULY 2021	FT	51.11	715.54
200	1	18 MJ 90 C153 P401 USA	EA	2,889.36	2,889.36
210	1	18 MEGALUG 1118DEC 316SS W/ACC F/C900 2018PECSS16 INCLUDES 316SS T-BOLTS & GSKT FOR USE ON DIP 11118DECDS16	EA	689.88	689.88
LINE #4					
260					
270	1	4X4 HW SWR SDR26 WYE GXG	EA	55.59	55.59
280	1	4 HW SWR SDR26 45 GXG	EA	22.44	22.44
300					
BAR SCREEN EFF TO J-BOX					
310***	56	24 PVC SDR26 HW SWR PIPE (G) 14' ORDERED JULY 2021	FT	117.53	6,581.68
<i>28' needed to extend eff. line - Kaufman #3,290⁸⁴</i> <i>28' for original to contract - R.R. #3,290⁸⁴</i>					
340		PVC DRAIN LINE @ LS			

#38,948⁰⁶
 ↑ Kaufman
 ↓ R.R.

#78⁰³

#3,290⁸⁴

*** Quoted By Others
 08/23/2021 - 9:15 AM

THIS QUOTE IS NOT A CONTRACT TO SUPPLY MATERIAL OR GUARANTEE OF PRODUCT AVAILABILITY.
 FOB JOB SITE FOR FULL TRUCK LOADS. FREIGHT CHARGES MAY APPLY FOR PARTIAL SHIPMENTS.
 Actual taxes may vary



Bid Proposal for GTUA Kaufman Change order #2 & #3 August 2021 Update

Bid #: 1954235

Seq#	Qty	Description	Units	Price	Ext Price
350	1	10 MEGALUG 2010PEC 316SS W/ACC F/C900 2018PECSS16 INCLUDES 316SS T-BOLTS & GSKT FOR USE ON C900 PVC 2010PECDSS16	EA	383.65	383.65
390***	20	10 PVC C900 DR18 PIPE (G) 20' PC235 ORDERED JULY 2021	FT	32.43	648.60
420		LINE #1			
430	1	18 MEGALUG 2018PEC 316SS W/ACC F/C900 2018PECSS16 INCLUDES 316SS T-BOLTS & GSKT EBAA NOT APPRVD FOR SDR35 PVC 2018PECDSS16	EA	736.81	736.81
470	1	18 MJXSWR SDR35 TRANS GASKET	EA	141.50	141.50
490		24" FROM PREV SUBMIT CO#2			
500	1	24 MJ BUTTERFLY VALVE AIS, DEZURIK, AS SUBMITTED	EA	8,796.48	8,796.48
520	1	24 MJ TEE C153 P401 USA	EA	7,033.34	7,033.34
530	1	24 MJ S/P SLV C153 P401 USA SHORT PATTERN 24"X9-1/2" LONG	EA	2,664.82	2,664.82
550	6	24 MEGALUG 2024PEC 316SS W/ACC F/C900 2024PECSS16 INCLUDES 316SS T-BOLTS & GSKT FOR USE ON C900 PVC 2024PECDSS16	EA	1,028.88	6,173.28
590	1	BHFI 340-1 SET (SWR) 10" VALVE BOX COMPLETE "SEWER", USA BOX COMPLETE "SEWER" LID	EA	95.05	95.05
610	1	7' VLV EXT STEM F/2" NUT SST	EA	396.03	396.03
Sub Total					-\$76,972.11
Tax					0.00
Total					-\$76,972.11

1,032²⁵

R.R.

25,159⁰⁰

Branch Terms:

Please understand all material pricing and availability is unstable at this time. If you are the successful bidder, please inform Core & Main as soon as possible to secure pricing. Delivery will need to be taken when available. We cannot be responsible for storage of material. This is strictly on the Contractor and Owner to secure a location for stored materials. If delivery cannot be taken, pricing is subject to change to market price at time of delivery. We apologize for this inconvenience but it is currently out of our control.

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>

*** Quoted By Others

08/23/2021 - 9:15 AM

THIS QUOTE IS NOT A CONTRACT TO SUPPLY MATERIAL OR GUARANTEE OF PRODUCT AVAILABILITY. FOB JOB SITE FOR FULL TRUCK LOADS. FREIGHT CHARGES MAY APPLY FOR PARTIAL SHIPMENTS.

Actual taxes may vary

BARCO PUMP

940 Hensley Lane
 Wylie, Texas 75098
 (214) 428-5691 • Fax (214) 428-6777

1 wk \$3,685⁻
 1 hr Mobilization \$3,500⁻
 1 hr Fuel \$650⁻

 Total: \$7,835⁻

Quotation

Customer Red River Construction Date 06/23/2021
 Project _____
 Address _____
 City/State/Zip Kaufman, TX
 Email Steven.Summerkamp@redriverconstruction.com Phone 214-538-5829
Edgar.perez@redriverconstruction.com
 Attention To Steven Summerkamp & Edgar Perez

Qty	Part No	Description	Cost/Day	Cost/Week	Cost/4WEEKS
2	P06A	PRIMARY PUMPS PA6A-QSB4.5 W/AUTO START	450.00	1350.00	4050.00
2	P06A	BACK UP PUMPS PA6A-QSB4.5	225.00	675.00	2025.00
3	HGM1	MANIFOLD DUAL IN SINGLE OUT	225.00	450.00	900.00
80FT	HPP8	RIGID DISCHARGE 6"	80.00	160.00	320.00
80FT	HS08	KANALINE SUCTION 6"	80.00	160.00	320.00
300FT	PY08	8" HDPE PIPE BARB X BARB	150.00	300.00	600.00
1	HMSC	Auto Dialer System	375.00	750.00	1500.00
RENTAL TOTAL			\$1,360.00	\$3,685.00	\$9,395.00
Mobilization			\$3500.00		
Demobilization			\$1900.00		

ANY CHANGES MADE AFTER THE QUOTE HAS BEEN ACCEPTED WILL LEAD TO ADDITIONAL COSTS AND LEAD TIME

Delivery: _____ Quoted By Chris Sommer
Alika Cruz 214-603-9757
 Terms: _____ Note: This proposal may be withdrawn by us if not
 _____ accepted within 30 days.

ACCEPTANCE OF PROPOSAL. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date Accepted: _____ Signature: _____
 Title: _____

ATTACHMENT IX



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: October 5, 2021

SUBJECT: AGENDA ITEM NO. IX

CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH DICKERSON CONTRUCTION FOR THE COLLIN GRAYSON MUNICIPAL ALLIANCE WATER SYSTEM'S NORTH TEXAS MUNICIPAL WATER DISTRICT POINT OF DELIVERY PROJECT AS COMPLETE.

ISSUE

Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Dickerson Construction for the Collin Grayson Municipal Alliance Water system's North Texas Municipal Water District Point of Delivery project as complete.

BACKGROUND

The North Texas Municipal Water District ("NTMWD") constructed a new 84" transmission line that runs within 500' of the Authority's Collin-Grayson Municipal Alliance ("CGMA") pump station. For the past 10 years, the system has purchased water from NTMWD and has it delivered through the City of McKinney's distribution system. This arrangement has worked great for all parties, however, now that the NTMWD line is in the area, the CGMA system will finally be able to tie directly into NTMWD's transmission system and eliminate the pass through charge from McKinney.

In October of 2017 the Board authorized the execution of a contract with Freeman-Millican Engineers for the design of the new point of delivery project in addition to studying the feasibility of a north feed on the system from the City of Sherman.

At the June 2018 meeting, the Board of Directors approved an interlocal agreement to sell seven (7) easements the Authority purchased on behalf of the CGMA Cities in 2005-2006 to the NTMWD. The sale of these easements resulted in \$310,718.53 to be paid immediately and the remaining \$264,199.24 to be paid within 18 months.

On Thursday, September 5th, 2019 the Authority opened bids for the project. The low bid was submitted by Dickerson Construction in the amount of \$721,005.00. In an effort to reduce costs, Change Order No. 1 was authorized simultaneously with the award of contract. Change Order No. 1 consisted of eliminating the emergency interconnect with McKinney as well as constructing an additional 8" pipeline to feed a new fire hydrant at the pump station. Change Order No. 1 resulted in a \$99,256.00 reduction resulting in a revised contract amount of \$621,749.00.

The City of Irving's 75' easement includes a 72" waterline and a fiber optic cable. The fiber optic cable was unknown and not shown on as-built plan sets. The City of Irving requested a larger clearance from their 72" pipe and to provide steel encasement across their easement. The steel encasement would protect the 36" pipeline in the event Irving needs to excavate in the area for pipeline repair and during installation of the future pipeline adjacent to the existing pipeline. This Change Order includes modification to the 36" pipe segments due to additional bends and layout, addition of 48" steel encasement pipe and lowering of the fiber optic cable, with associated welded connection, materials and installation.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

Change Order No. 2 resulted in an increase of \$98,036.80 resulting in a revised contract amount of \$719,785.80. Change Order No. 2 was developed after many discussions and negotiations with the City of Irving. This was the most economical way to cross the Irving waterline and fiber optic line in a timely manner.

Change Order No. 3 consisted of the following: (1) Change air release manhole from 4' diameter to 6' diameter at the request of NTMWD - \$6,177.00; (2) Addition of 8" flange valve at connection for fire line - \$3,473.12; (3) Addition of 2-18" Ductile Iron 22½ deg bends with accessories for connection to existing 18" pipeline - \$4,655.92; (4) Add two stainless steel fittings and isolation valves in meter vault for GTUA installed pressure gauges to facilitate operations and monitor orifice plate - \$1,775.00. Change Order No. 3 resulted in an increase of \$16,081.04 resulting in a revised contract amount of \$735,866.84.

CONSIDERATIONS

This project is now complete following a final walk through with the contractor, engineer, GTUA staff and NTMWD staff.

STAFF RECOMMENDATIONS

The Authority staff recommends that the Board authorize the close out of this project.

ATTACHMENTS

Closeout documents

PREPARED AND SUBMITTED BY:

Drew Satterwhite, P.E., General Manager

PERIODIC ESTIMATE

Estimate No 5 Final Sheet 1 of 2 Sheet(s)

Project Description: GTUA Bloomdale Pump Station
 Owner: Greater Texoma Utility Authority
 Address: _____
 Contractor: Dickerson Construction Company Inc.
 Address: P.O. Box 181 Celina, TX 75009
 Telephone: 972-382-2123

Original Contract Amount	721,005.00
Total Additions	114,117.84
Total Deductions	99,526.00
Contract as Revised to Date	\$ 735,596.84
Total Amount of Work Done to Date	\$735,596.84
Materials on Hand	0.00
Total Work and Materials	\$ 735,596.84
Amount Retained (5) Percent	-
Balance	\$ 735,596.84
Less Previous Payments	\$698,817.00
Amount Due This Application	\$ 36,779.84

Date of Contract	
Time Commencement	10/7/2019
Days allowed in Contract	
Date of Substantial completion	
Date of Final Completion	9/28/2021

Contractor's Certification:

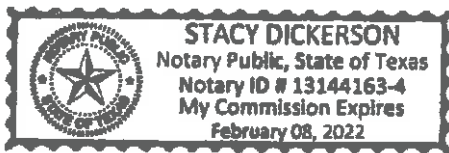
I Blake Dickerson, the undersigned upon oath do depose and say that I have full knowledge of the above and foregoing account, that the said account is just, correct, due, and according to law and that the amount claimed after allowing all just credits, is now due and wholly unpaid, and

CLAIMANT: Dickerson Construction Company Inc.

By: [Signature]
 Subscribed and sworn to before me 10-5 2021

My commission Expires: 2-8-22

Notary Public: Stacy Dickerson



ENGINEER's Recommendation:

This application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

05 OCT 21
Date

Mark D. Hill, P.E.
ENGINEER

By: Mark D. Hill, P.E.

Date
10-11-21
Date

[Signature] GTUA
INSPECTOR

DICKERSON CONSTRUCTION COMPANY, INC.
P. O. BOX 181
CELINA, TEXAS 75009
(972) 382-2123 FAX # (972) 382-2043
dcc.jld@sbcglobal.net

INVOICE # _____
JOB # _____
A/R # _____

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

Owner: Greater Texoma Utility Authority

Pay Request # 5 Final

Project: Bloomdale Pump Station

Period: 3/26/2021 to 9/28/2021

Item #	Description	Unit	Qty. in Proposal	Qty Complete this Request	Total Work Completed	Contract Price	Total Extended Amount	Total Earned This Request	Total Work Completed To Date
P1	Mobilization	LS	1	0%	100%	\$33,500.00	\$33,500.00		
P2	36" C303 BWP Waterline	LF	441	0	441	\$550.00	\$242,550.00	\$0.00	\$33,500.00
P3	Cathodic Protection	LS	1	0	1	\$26,000.00	\$26,000.00	\$0.00	\$242,550.00
P4	Connect to 84" x 36" Tee	LS	1	0	1	\$10,000.00	\$10,000.00	\$0.00	\$26,000.00
P5	36" Butterfly Valve	LS	1	0	1	\$66,000.00	\$66,000.00	\$0.00	\$10,000.00
P6	Air Release Valve	LS	1	0	1	\$23,000.00	\$23,000.00	\$0.00	\$66,000.00
P7	18" Gate Valve	ea	3	0	1	\$22,000.00	\$66,000.00	\$0.00	\$23,000.00
P8	4' x 7' Concrete Vault	ea	2	0	0	\$16,000.00	\$32,000.00	\$0.00	\$22,000.00
P9	Connection STA 4+29	LS	1	0	0	\$30,000.00	\$30,000.00	\$0.00	\$0.00
P10	Fire Hydrant Assembly	LS	1	0	1	\$5,000.00	\$5,000.00	\$0.00	\$0.00
P11	Double Check Back Flow	LS	1	0	0	\$34,000.00	\$34,000.00	\$0.00	\$5,000.00
P12	Flow Conditioner	LS	1	0	1	\$23,500.00	\$23,500.00	\$0.00	\$0.00
P13	Meter Vault	LS	1	0	1	\$14,750.00	\$14,750.00	\$0.00	\$23,500.00
P14	Electrical - SCADA	LS	1	0%	100%	\$47,000.00	\$47,000.00	\$0.00	\$14,750.00
P15	Test Waterline	LS	1	0	1	\$51,000.00	\$51,000.00	\$0.00	\$47,000.00
P16	Disinfect Water Line	LS	1	0	1	\$3,000.00	\$3,000.00	\$0.00	\$51,000.00
P17	Erosion Control	LS	1	0%	100%	\$11,500.00	\$11,500.00	\$0.00	\$3,000.00
P18	Trench Safety	LF	441	0	441	\$5.00	\$2,205.00	\$0.00	\$11,500.00
P19	Fire Hydrant Connection	ea	1	0	1	\$17,822.00	\$17,822.00	\$0.00	\$2,205.00
P20	18" Connection	ea	1	0	1	\$22,652.00	\$22,652.00	\$0.00	\$17,822.00
P21	20" DIP CL250	ea	1	0	0	\$2,500.00	\$2,500.00	\$0.00	\$22,652.00
P22	24" DIP CL300	ea	1	0	0	\$3,000.00	\$3,000.00	\$0.00	\$0.00
P23	20" DIP Sleeve CL350	ea	1	0	0	\$2,000.00	\$2,000.00	\$0.00	\$0.00
P24	24" DIP Sleeve CL350	ea	1	0	0	\$3,000.00	\$3,000.00	\$0.00	\$0.00
#1		LS	1	0	0	(\$99,526.00)	(\$99,526.00)	\$0.00	\$0.00
#2		LS	1	0	1	\$98,036.80	\$98,036.80	\$0.00	\$98,036.80
#3		LS	1	1	1	\$16,081.04	\$16,081.04	\$16,081.04	\$16,081.04
						sub-total	\$786,570.84	\$16,081.04	\$735,596.84

Total Amount Completed \$735,596.84
Less 5% Retained \$0.00
Total Amount Payable \$735,596.84
Less Previous Payment \$698,817.00
Total Earned This Request \$36,779.84

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: October 7, 2021

Project: Bloomdale Pump Station NTMWD POD Mckinney, Texas

Owner: Greater Texoma Utility Authority

Contractor: Dickerson Construction Company Inc.

Date of Contract: October 7, 2019

Date of Project Completion: September 28, 2021

Final Contract Amount: \$735,596.84

The CONTRACTOR certifies that (1) all payments received from OWNER on account of WORK done under the CONTRACT have been applied to discharge obligations of CONTRACTOR incurred in connection with WORK; and (2) title to all materials and equipment incorporated in said WORK will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances.

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of 2 year(s) from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of 2 year(s) from the date of completion that all work under the CONTRACT is free from faulty materials in every particular and free from improper workmanship, and against injury from proper and usual wear, and agrees to replace or to re-execute without cost to the OWNER such work as may be found to be improper or imperfect and to make good all damages caused to the other work or materials, due to such required replacement or re-execution. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary to such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period.

Contractor: Dickerson Construction Company Inc.

By: 

Date: October 7, 2021

Attest: 

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we Dickerson Construction Company, Inc. of Colina, Texas hereinafter referred to as the Principal, and Continental Casualty Company as Surety, are held and firmly bound unto Greater Texoma Utility Authority of Denison, Texas hereinafter referred to as the Obligee, in the sum of Seven Hundred Twenty One Thousand Five Dollars and Zero Cents Dollars (\$ 721,005.00), for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the Greater Texoma Utility Authority dated October 7, 2019, for Greater Texoma Utility Authority - Bloomdale Pump Station NTMWD POD

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of Two (2) year(s) after approval of the final estimate on said job, by the owner, against all defects in workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on September 28, 2021

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of Two (2) year(s) from and after September 28, 2021 then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 28th day of September, 2021

Dickerson Construction Company, Inc. (Principal)

By [Signature] (Seal)

Continental Casualty Company (Surety)

By Beverly A. Ireland Attorney-in-Fact [Signature]

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

David R Groppell, Sharon Cavanaugh, Beverly A Ireland, Roxanne G Brune, Sharen Groppell, Kurt A Risk, Francine Hay, Gloria Villa, Individually

of Houston, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 21st day of June, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 21st day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 28th day of September, 2021.



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

**CONSENT OF SURETY
TO FINAL PAYMENT**

**Conforms with the American Institute of
Architects, AIA Document G707**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO OWNER: Greater Texoma Utility Authority
(Name and address) 5100 Airport Dr.
Denison, Texas 75020

ARCHITECT'S PROJECT NO.:
16023

CONTRACT FOR:
General Construction

PROJECT: GTUA Bloomdale Pump Station
(Name and address)

CONTRACT DATED:
October 7, 2019

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

Continental Casualty Company

5151 San Felipe, Suite 1200
Houston, Texas 77056

, SURETY,

on bond of
(Insert name and address of Contractor)

Dickerson Construction Company, Inc.

1130 N. Louisiana Dr./P.O. Box 181
Celina, Texas 75009

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any
of its obligations to
(Insert name and address of Owner)

Greater Texoma Utility Authority

5100 Airport Dr.
Denison, Texas 75020

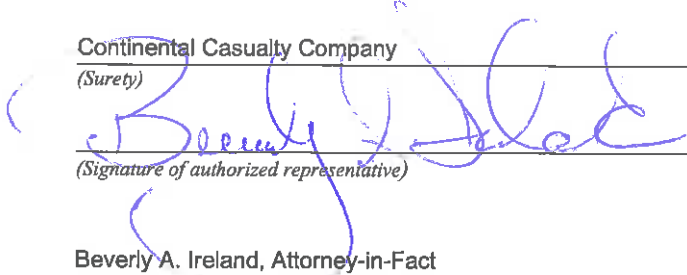
, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: September 29, 2021
(Insert in writing the month followed by the numeric date and year.)


Attest: Kourtney Reece, Account Analyst

Continental Casualty Company
(Surety)


(Signature of authorized representative)

Beverly A. Ireland, Attorney-in-Fact
(Printed name and title)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

David R Groppell, Sharon Cavanaugh, Beverly A Ireland, Roxanne G Brune, Sharen Groppell, Kurt A Risk, Francine Hay, Gloria Villa, Individually

of Houston, TX, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 27th day of August, 2020.

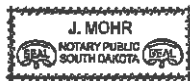


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 27th day of August, 2020, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires June 23, 2021

J. Mohr Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 29th day of September, 2021



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson Assistant Secretary

Form F6853-4/2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”)to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

CERTIFICATE OF PROJECT COMPLETION

Project: Bloomdale Pump Station NTMWD POD Mckinney, Texas

Date of Issuance: September 28, 2021

Owner: Greater Texoma Utility Authority

Contractor: Dickerson Construction Company Inc.

Engineer: Freeman Millican Inc.

This Certificate of Project Completion applies to all Work under Contract Documents or to the following specified parts thereof:

All specified work

To: Greater Texoma Utility Authority/City of _____
OWNER

And to Dickerson Construction Company Inc.
CONTRACTOR

The Work to which this Certificate applies has been inspected by authorized representatives of OWNER, CONTRACTOR and ENGINEER, and that Work is hereby declared to be complete in accordance with Contract Documents on

September 28, 2021
Date of Completion

From the date of Completion the responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees shall be as follows:

RESPONSIBILITIES:

OWNER: Security, operation, safety, maintenance, heat, utilities, insurance

CONTRACTOR: Two year Contractor's Guarantee (from the date of completion),
Payment and Performance Bonds, Pipe Manufacturer's Warranty,

The following documents are attached to and made a part of this Certificate:

Contractor's Guarantee, Consent of Surety, Final Pay Estimate

This certificate does not constitute an acceptance of work not in accordance with the Contract Documents nor is it a release of CONTRACTOR'S obligations to complete the Work in accordance with the Contract Documents.

Executed by ENGINEER on September 28, 2021.

Freeman-Millican, Inc.

ENGINEER

By: Mark D. Hill, Jr.

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH DICKERSON CONSTRUCTION AS COMPLETE FOR THE COLLIN GRAYSON MUNICIPAL ALLIANCE WATER SYSTEM’S NORTH TEXAS MUNICIPAL WATER DISTRICT POINT OF DELIVERY PROJECT.

WHEREAS, the Greater Texoma Utility Authority has entered into a Contract for Water Supply and Sewer Service between the Authority and with The Collin Grayson Municipal Alliance (CGMA); and

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Dickerson Construction Company for The Collin Grayson Municipal Alliance Water System’s North Texas Municipal Water District Point of Delivery Project; and

WHEREAS, representatives of the Greater Texoma Utility Authority, The Collin Grayson Municipal Alliance, and the project engineer have inspected the Point of Delivery 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 Dickerson Construction as complete.

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____, 2021 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

ADJOURN