



**GREATER TEXOMA UTILITY AUTHORITY
BOARD MEETING
MAY 15, 2023**

**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, May 15, 2023, 12:00 p.m.**

Notice is hereby given that a meeting of the Board of Directors of the Greater Texoma Utility Authority will be held on the 15th day of May, 2023, at 12:00 p.m. in the Administrative Offices of the Greater Texoma Utility Authority, 5100 Airport Drive, Denison TX, 75020, at which time the following items may be discussed, considered and acted upon, including the expenditure of funds:

Agenda:

- I. Call to Order.
- II. Pledge of Allegiance.
- III. Consent Agenda
 - * Items marked with an asterisk (*) are considered routine by the Board of Directors and will be enacted in one motion without discussion unless a Board Member or a Citizen requests a specific item to be discussed and voted on separately.
- IV. * Consider and act upon approval of Minutes April 17, 2023, Meeting.
- V. * Consider and act upon approval of accrued liabilities for April 2023.
- VI. Citizens to be Heard.
- VII. Receive Quarterly Investment Report.
- VIII. Consider all matters incident and related to the issuance, sale and delivery of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023-A (City of Sherman Project)", including the adoption of a resolution authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to authorized officials of the Authority.
- IX. Consider all matters incident and related to declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a resolution pertaining thereto.
- X. Consider all matters incident and related to the issuance and sale of "Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023A (City of Whitewright Project)", including the adoption of a resolution approving the issuance of such bonds.

- XI. Consider all matters incident and related to the issuance and sale of “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023B (City of Whitewright Project)”, including the adoption of a resolution approving the issuance of such bonds.
- XII. Consider all matters incident and related to the Principal Forgiveness Agreement between the Texas Water Development Board and the Greater Texoma Utility Authority in connection with the City of Whitewright Project, including the adoption of a resolution and an Escrow Agreement relating thereto.
- XIII. Consider and act upon authorization for General Manager to advertise for bids for City of Whitewright Wastewater System Improvements Project.
- XIV. Consider all matters incident and related to the Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023 (Gober Municipal Utility District Project), including the adoption of a resolution approving the execution of a Contract of Indemnification with Gober Municipal Utility District and approving the execution of a Financing Agreement with the Texas Water Development Board in connection therewith.
- XV. Consider all matters incident and related to the Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023 (White Shed Water Supply Corporation Project), including the adoption of a resolution approving the execution of a Contract of Indemnification with White Shed Water Supply Corporation and approving the execution of a Financing Agreement with the Texas Water Development Board in connection therewith.
- XVI. Consider and act upon the Guaranteed Maximum Price Two (GMP 2.00) for Garney Companies, Inc. for the City of Sherman 36-inch West Sherman Water Main Project.
- XVII. Consider and act upon Change Order No. 1 to the contract with Garney Companies, Inc. for the City of Sherman 36-inch West Sherman Water Main Project.
- XVIII. Consider and act upon Change Order No. 1 to the contract with THI Water Well for the City of Whitewright Proposed Well No. 5 Project.
- XIX. Consider and act upon Change Order No. 3 to the contract with Underwood, Inc. for the City of Whitewright Waterline Project.
- XX. Consider and act upon Change Order No. 3 Correction to the contract with Red River Construction Co. for the City of Kaufman WWTP Improvements Project.
- XXI. Consider and act upon Change Order No. 2 to the contract with Associated Construction Partners, Ltd., for the City of Princeton Forest Grove Pump Station Improvements Project.
- XXII. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Utility Authority accepting the contract with Associated Construction Partners, Ltd. for the City of Princeton Forest Grove Pump Station Improvements Project as complete.
- XXIII. Receive General Manager’s Report: The General Manager will update the Board on operational and other activities of the Authority.
- XXIV. Adjourn.

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

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

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

AGENDA ITEM IV

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

MONDAY, APRIL 17, 2023

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

Members Present: Brad Morgan, Ken Brawley, Scott Blackerby, Matt Brown, Robert Hallberg, and Donald Johnson

Members Absent: Stanley Thomas

Staff: Paul Sigle, Nichole Sims Murphy, Tasha Hamilton, Lisa Cranfill, Debi Atkins, and Velma Starks

General Counsel: Mike Wynne, Wynne and Smith

Bond Counsel:

Visitors:

I. Call to Order

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

II. Pledge of Allegiance

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

III. Consent Agenda

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

IV. * Consider and act upon approval of Minutes of March 20, 2023, Meeting.

V. * Consider and act upon approval of accrued liabilities for March 2023.

Board Member Scott Blackerby made the motion to approve the Consent Agenda as presented. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

VI. Citizens to be Heard.

No citizens wished to be heard.

VII. Consider and act upon the Guaranteed Maximum Price One (GMP 1.00) for Garney Companies, Inc. for the City of Sherman 36 Inch West Water Main Project.

General Manager Paul Sigle provided background information for the Board. Garney has proposed to establish Guaranteed Maximum Price for the procurement of combination air valves, butterfly, and transfer valves in the amount of \$1,104,891.20. This will increase the total contract price to \$1,693,489.20. This item is contingent on the City of Sherman's approval. Board Member Matt Brown made the motion to authorize the General Manager to approve the GMP for Garney, Inc. in the amount of \$1,104,891.20 contingent on the City of Sherman's approval. Board Member Robert Hallberg seconded the motion. Motion passed unanimously.

VIII. Consider and act upon Change Order No. 3 to the contract with Landmark Structures for the City of Princeton Elevated Storage Tank Project.

General Manager Paul Sigle provided background information for the Board. Change Order No. 3 is the cost to add a dedicated hatch for the tank mixer, an increase of \$7,840.00 resulting in a revised contract amount of \$7,970,904.00. Board Member Scott Blackerby made the motion to approve Change Order No. 3 contingent upon the City of Princeton's approval. Board Member Donald Johnston seconded the motion. Motion passed unanimously.

IX.. Consider and act upon Change Order No. 3 to the contract with Red River Construction Co. for the City of Kaufman WWTP Improvements.

General Manager Paul Sigle provided background information for the Board. Change Order No. 3 includes modifying a Davit crane to an electric operator crane for pump removal. This change will provide the plant operator with a more efficient method of pump removal for repairs and maintenance. This change order also includes the furnishing and installation of two new gas alarm panels to facilitate the proper operation of the new disinfection system. This will allow for better integration with the existing plant system and better disinfection control. Change Order No. 3 would result in an increase of \$20,855.26 for a revised contract amount of \$3,090,342.65. The City of Kaufman will also have to directly fund the costs of this change order as there are no additional bond funds available. This is contingent upon similar action being taken by the City of Kaufman in addition to receiving additional funds from the City to cover the additional costs. Board Member Robert Hallberg made the motion to approve Change Order No. 3 contingent upon similar action being taken by the City of Kaufman in addition to receiving additional funds from the City to cover the additional costs. Board Member Scott Blackerby seconded the motion. Motion passed unanimously.

X. Consider and act upon a Resolution by the Board of Directors of the Greater Texoma Authority accepting the contract with Patterson Professional Services for the City of Paradise Water Line Extension and Elevated Storage Tank Improvements Project as complete.

General Manager Paul Sigle provided background information for the Board. Patterson Professional Services has completed the City of Paradise Water Line Extension and Elevated Storage Tank Improvements Project. Accepting the project as complete will allow the Authority to process the final payment and release the retainage to Patterson Professional Services. Board Member Matt Brown made the motion to accept the contract with Patterson Professional Services as complete contingent upon the City of Paradise taking similar action. Board Member Ken Brawley seconded the motion. Motion passed unanimously.

XI. Discussion and possible action on CGMA System.

General Manager Paul Sigle provided presentation regarding easement issues. Three houses have major location issues with the easement. Discussion was held. Suggestion was made to send joint letter from GTUA and City of Anna informing homeowners of easement issues. The three houses which have major location issues on the easement should receive special letters detailing the issues regarding the easement.

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

- Sherman Bond issuance is to close on April 27th.
- TWDB has approved Whitewright project, Gober MUD project, and White Shed project. These will be brought to the board next month.
- Interest in lead pipe replacements has been expressed.
- Oklahoma has finally established a boundary committee.

XIII. Adjourn.

Board Member Ken Brawley made the motion to adjourn. Board Member Robert Hallberg seconded the motion. Board President Brad Morgan declared the meeting adjourned at 12:37 p.m.

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Recording Secretary

Secretary-Treasurer

AGENDA ITEM V

RESOLUTION NO. _____

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

The following liabilities are hereby presented for payment:

	CURRENT	PRIOR MONTH	PRIOR YEAR
GENERAL:			
<u>Dues and Subscriptions</u>			
Bank of Texas Visa (Government Finance Office Review)	460.00		
GFOA (Subscription renewal. Transferred from DS to PS for the period of 05/1/23 through 4/30/24)	160.00		
<u>Fuel and Reimbursements for Mileage</u>			
Nichole Sims-Murphy (Reimbursement for mileage)	245.08		
Paul Sigle (Fuel)	108.07		
Stacy Pactrick (Reimbursement for mileage)	10.80		
Velma Starks (Reimbursement for mileage)	29.36		
Valero Fleet Plus (Fuel - operations vehicles)	1,668.51		
<u>Insurance</u>			
Paul Sigle (Personal Auto)	95.70		
TWCA Risk Management (Workers' compensation insurance)	450.00		
<u>Leases/Rental Fees</u>			
North Texas Regional Airport (Lease - administrative offices)	2,456.72		
<u>Legal Fees</u>			
Wynne & Smith, LLC (Agenda, Board Meeting)	487.50		
<u>Maintenance Agreements</u>			
Novatech (Konica-Minolta copier)	774.43		
<u>Meetings and Conferences</u>			
American Express (Canyon of the Eagles, leadership program)	151.65		
Feast on This (BOD Lunches)	217.00		
<u>Postage</u>			
United States Postal Service (Meter Refill)	500.00		
<u>Professional Services</u>			
Final Details (Cleaning Service)	585.00		
Gonzalez Landscape (Lawn Care, Jan-Mar 2023)	306.24		
<u>Repair & Maintenance - Building & Equipment</u>			
Neal Plumbing (Service women's restroom handicap toilet and unclog hallway sink)	484.76		
<u>Repair & Maintenance - Administrative and Operations Vehicles</u>			
Whistlestop Car Spa - (2014 F150 registration, oil change and truck wash and F150 2012, Inspection)	123.32		
<u>Supplies</u>			
American Express (General Office Supplies, Zoom, GoDaddy Renewals)	1,378.75		
Bank of Texas Visa (General Office Supplies, misc. janitorial supplies, Adobe Acrobat)	354.03		
Lowes (Liquid Plummer to unclog hall way sink)	19.52		
Uline (Sanitizing wipes, bucket scrubs, and insect repellent wipes)	78.00		
USA Bluebook (Secondary Standards Monochloramine test kits for Knollwood, Munson, Whitewight)	823.08		
<u>Training</u>			
American Express (University of North Texas - DA training for Professional Funds Investment Act)	240.00		

	CURRENT	PRIOR MONTH	PRIOR YEAR
<u>Utilities</u>			
Dave Tomlinson (Reimbursement for cell phone expenses)	25.00		
Nichole Sims-Murphy (Reimbursement for cell phone expenses)	25.00		
Paul Sigle (Reimbursement for cell phone expense & internet change)	8.34		
Richard McCool (Reimbursement for cell phone expense)	25.00		
Steve White (Reimbursement for cell phone expenses)	25.00		
Wayne Eller (Reimbursement for cell phone expenses)	25.00		
AT&T Mobility (Cell Phones)	81.41		
City of Denison (Water)	230.00		
City of Sherman (Trash services)	85.00		
Zulty Inc.(phone lines - local & long distance)	170.59		
Shell Energy (Electric)	329.59		
ATMOS Energy (Gas)	156.89		
TOTAL:	\$ 13,394.34	\$ 9,797.29	\$ 13,168.62

SOLID WASTE:			
<u>Supplies</u>			
Lowes (Weed Killer, Extension cord, LPG torch kits, and work light)	151.06		
<u>Utilities</u>			
Grayson-Collin Electric	137.75		
Starr Water Supply	68.84		
TOTAL:	\$ 357.65	\$ 200.57	\$ 2,217.76

WASTEWATER:			
<u>Construction Contracts</u>			
Lynn Vessels (Sherman 2021 - Northwest Lift Station pay app #10, project 36% complete)	17,202.56		
Red River Construction (Sherman 2020 - Post Oak WWTP Aeration Basin & other secondary treatment improv. Pay App 1&2)	145,989.04		
<u>Engineering Fees</u>			
Binkley & Barfield (Sherman 2021 - South side Sanitary Sewer Replacement for engineering services for March 23)	3,816.00		
City of Valley View (Valley View 2022 - WW System Improvements pad funding Phase for 9/1/22-11/10/22)	34,535.63		
City of Valley View (Valley View 2022 - WW System Improvements pad funding Phase for 12/09/22)	6,712.75		
D&S Engineering (Sherman 2019 - NW Sewer and Lift Station concrete Cylinders transport as of 3/31/23)	1,414.88		
Huit-Zollars (Sherman 2021 - Post Oak Sanitary sewer Improvements for the period ending 4/1/23)	5,812.00		
Huit-Zollars (Sherman 2021 - Post Oak Sanitary sewer Improvements for the period ending 1/28/23)	33,810.00		
Mead & Hunt (Sherman 2020 - Post Oak Equalization Basin Improvements for March 2023)	420.00		
Mead & Hunt (Sherman 2017 - Post Oak WWTP Aeration & Secondary Treatment services for March 2023)	2,652.50		
Plummer (Pottsboro 2019 - WWTP PH2 Bid phase through 8/26/22)	18,934.72		
Plummer (Pottsboro 2019 - WWTP PH2 Bid phase through 9/30/22)	14,877.28		
Plummer (Pottsboro 2019 - WWTP PH2 Construction Phase through 11/25/22)	1,171.47		
Plummer (Pottsboro 2019 - WWTP PH2 Construction Phase through 12/30/22)	8,407.02		
Plummer (Pottsboro 2019 - WWTP PH2 Construction Phase through 1/27/23)	10,060.86		
Plummer (Pottsboro 2019 - WWTP PH2 RPR Services through 10/28/22)	5,857.35		
Plummer (Pottsboro 2019 - WWTP PH2 RPR Services through 2/24/23)	575.00		
Plummer (Pottsboro 2019 - WWTP PH2 RPR Services through 3/31/23)	3,220.00		
Plummer (Pottsboro 2019 - WWTP PH2 Construction Phase through 2/24/23)	34,455.00		
Plummer (Pottsboro 2019 - WWTP PH2 Construction phase through 3/31/23)	26,185.80		
Plummer (Sherman 2022 - Industrial WW Support-WW treatment & Water Reuse Master Plan for 3/31/23)	128,746.84		
<u>Paying Agent Fees</u>			
Bank of Texas Trust (Anna / Melissa GRTEXUACRB06 6/1/23)	475.00		
Bank of Texas Trust (Anna / Melissa GTUACRBS07AM 6/1/23)	475.00		
Bank of Texas Trust (Melissa GTUACRBMP09A 6/1/23)	300.00		
Bank of Texas Trust (Melissa GTUACRBMP09B 6/1/23)	300.00		
Bank of Texas Trust (Pottsboro POTTSBOR006 6/1/23)	225.00		
Bank of Texas Trust (Pottsboro GTUAPOTTS19 6/1/23)	300.00		
Bank of Texas Trust (Pottsboro GTUAPOTTS22 6/1/23)	300.00		
Bank of Texas Trust (Van Alstyne GTUAVANAL14B 6/1/23)	300.00		
TOTAL:	\$ 507,531.70	\$ 172,956.79	\$ 679,476.11

WATER:			
<u>Advertising</u>			
American Express - (Lake Kiowa 2021 - Advert in Gainesville Daily Register for Waterline Replacement Project)	88.20		
Bank of Texas Visa (Sherman 2022 - Posted in the Gainesville Daily advert for bids WTP expansion prepurchase Pkg 2)	176.40		
Cherry Road Media - (Sherman 2022 - Advert for Diameter Pipe Mater. Run Dates 3/1/23-3/31/23)	30.66		
Column (Ad for CMAR WTP expansion bids run 4/2/23-4/9/23 Const. Staking, SWPOPP, Tunnels, Clearing & Temp Gates)	42.35		
Column (Open bid, CMAR WTP Expansion Const. Staking, SWPOPP, Tunnels, Clearing & Temp Gates Ran 4/2/23-4/9/23 (McKinney Courier Gazette))	232.18		
Column (Lake Kiowa 2021 - Advert of statement of findings for Waterline Replacement Proj. Run date 3/26/23)	23.76		
Star Local Media (Lake Kiowa - Advert for Blackfoot Trail Addition Environmental Review. Run date 3/26/23)	129.50		
Star Local Media (Sherman 22 - Advert for bids for the CMAR WTP Exp. Pkg. Run dates 4/2/23-4/9/23)	206.53		

	CURRENT	PRIOR MONTH	PRIOR YEAR
<u>Construction Costs</u>			
Archer Western (Sherman 2022 - WTP Expansion package #1 for Pay Apps 1 & 2)	1,282,025.00		
<u>Engineering Fees</u>			
City of Princeton (Princeton 2018 - Forest Grove Pump Station. Const. Phase services through 11/30/22)	350.00		
Freese & Nicholes (Sherman 2022 - Shepherd 2.0 MG elevated Storage Tank for services through 3/31/23)	21,507.11		
Freese & Nicholes (Sherman 2022 - LK Texoma Pump Station Expansion. Amend. #1 COSH. Services for 3/31/23)	14,440.86		
Freese & Nicholes (Sherman 2022 - 36" Northwest & Southwest Transmission Pipeline engineering services through 3/31/23)	493,174.72		
Freeman-Millican (CGMA - Bloomdale Pump Station - General engineering services for Phase 2 for 3/31/23)	17,046.00		
McManusa & Johnson (Van Alstyne 2021 - Elevated storage tank. 90% Design complete)	15,000.00		
Pape-Dawson (Sherman 2022 - Program Mgmt Ser. for Major Infrastructure Impr. for 3/31/23)	346,103.40		
Parkhill (Sherman 2021 - Sherman emergency power generation for March 2023 engineering services)	2,482.92		
Plummer (Sherman 2022 - WWTP Electrical Switchgear Design for electrical generator services through 3/31/23)	32,611.30		
<u>Groundwater</u>			
American Express (NTGCD - GoDaddy renewals, Canyon of the Eagle Leadership)	223.53		
American Express (RRGCD - GoDaddy renewals, Canyon of the Eagles Leadership)	1,089.38		
AT & T Mobility (NTGCD - W. Parkman - cell phone)	74.39		
Allen Burks (NTGCD - cell phone reimbursement)	12.50		
Allen Burks (RRGCD - cell phone reimbursement)	12.50		
Kenneth Elliott (NTGCD - cell phone reimbursement March & April, parts & materials for well monitoring, oil filter for truck)	39.48		
Kenneth Elliott (RRGCD - cell phone reimbursement March & April)	25.00		
Lowes (NTGCD - Flow Tests supplies)	16.26		
Paul Sigle (NTGCD - cell phone reimbursement)	8.33		
Paul Sigle (RRGCD - cell phone reimbursement)	8.33		
Valero Fleet Plus (NTGCD - Fuel)	409.94		
Velma Starks (NTGCD - mileage reimbursement)	6.99		
Velma Starks (RRGCD - mileage reimbursement)	26.92		
Whistlestop Car Spa (NTGCD - Oil changes, etc.)	128.52		
Zulty, Inc. (NTGCD - 800 line, local & long distance)	170.58		
Zulty, Inc. (RRGCD - 800 line, local & long distance)	170.58		
<u>Legal</u>			
Wynne & Smith (CGMA - City of Anna Development Corp Easement encroachment for March 2023)	301.25		
<u>Miscellaneous</u>			
Gonzalez Landscape (Sherman 2012 - Pump Station mowing Jan-Mar 2003)	500.04		
<u>Paving Agent Fees</u>			
Bank of Texas Trust (Pottsboro GTUACRB07CPP 6/1/23)	325.00		
Bank of Texas Trust (Van Alstyne GTUAVANAL14A 6/1/23)	300.00		
Bank of Texas Trust (Van Alstyne GTUAVANAL15 6/1/23)	300.00		
Bank of Texas Trust (Van Alstyne GTUAVANAL21 6/1/23)	300.00		
<u>CGMA Equipment</u>			
Stewart & Stevenson (CGMA - Bloomdale emergency generator lease from 2/27/23-3/26/23)	6,489.00		
USA Bluebook (CGMA - 3 ct. Sampling station Warm Climate - 12" bury Dep alum.)	2,423.22		
<u>CGMA Repair & Maintenance</u>			
Clearwater Controls (CGMA - 3/21/23 check operation, calibrate & Certify flowmeters at various locations for distribution system)	576.00		
Gonzalez Landscape (CGMA - Mowing Howe Pump Station)	212.49		
Kemp Lawn Maintenance (CGMA - Bloomdale Pump Station, Dec.)	380.00		
Texas Excavation Safety System, Inc. (CGMA - Message Fees)			
<u>Supplies</u>			
Bank of Texas Visa (CGMA - Perlite for Howe Pump station new chlorine room)			
Home Depot (CGMA - Materials for Bloomdale Sidewalk)	911.73		
Lowe's (CGMA - Materials for Bloomdale trash slab, sidewalk and Howe Chlorine Room)	1,532.87		
Uline (CGMA - Haz mat pads for Howe station, reflective tape for CGMA water lines)	582.55		
USA Bluebook (CGMA - Secondary Monochloramine test kit)	274.36		
<u>CGMA Utilities</u>			
A1 Little John (CGMA - Bloomdale P.S. - Portable toilet rental from 4/25/23-5/22/23)	260.88		
AT & T Mobility (CGMA - Emergency back up lines)	112.46		
AT & T U-Verse (CGMA - Bloomdale Pump Station, Internet)	53.76		
Shell Energy (Bloomdale Pump Station)	13,093.07		
TOTAL:	\$ 2,257,022.80	\$ 1,805,771.58	\$ 870,294.11
GRAND TOTAL:	\$ 2,778,306.49	\$ 1,988,726.23	\$ 1,565,156.60

CURRENT PRIOR MONTH PRIOR YEAR

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

On motion of _____ and

seconded by _____, the foregoing

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

AYE:
NAY:

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

President

ATTEST:

Secretary/Treasurer

AGENDA ITEM VII



Greater Texoma Utility Authority

QUARTERLY INVESTMENT REPORT

For the Quarter Ended

March 31, 2023

Prepared by
Valley View Consulting, L.L.C.

The investment portfolio of the Greater Texoma Utility Authority is in compliance with the Public Funds Investment Act and the Investment Policy and Strategies.

Paul Sigle
General Manager

Debi Atkins
Finance Officer

Disclaimer: These reports were compiled using information provided by the Authority. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	December 31, 2022		March 31, 2023		
	Ave. Yield	Book Value	Market Value	Book Value	Market Value
Demand Accounts	0.51%	\$ 763,814	\$ 763,814	\$ 352,689	\$ 352,689
NOW/MMA/MMF/ICS	4.83%	60,991,507	60,991,507	54,967,616	54,967,616
Local Government Pools	4.61%	33,356,937	33,356,937	32,548,910	32,548,910
CDs/Securities	4.09%	75,682,430	75,447,198	75,673,430	75,656,474
Totals		\$ 170,794,688	\$ 170,559,456	\$ 163,542,645	\$ 163,525,688

Quarter End Average Yield (1)

Total Portfolio	4.43%
Rolling Three Month Treasury	4.78%
Rolling Six Month Treasury	4.73%

Fiscal Year-to-Date Average Yield (2)

Total Portfolio	3.91%
Rolling Three Month Treasury	4.49%
Rolling Six Month Treasury	4.32%
TexPool	4.30%

Interest Revenue

Quarterly Interest Income	\$ 1,357,706	Approximate	<u>Bank Fee Offset</u>	
Year-to-date Interest Income	\$ 2,095,396	Approximate	Quarterly Bank Fees Offset	\$ 1,452
			Year-to-date Bank Fees Offset	\$ 3,142

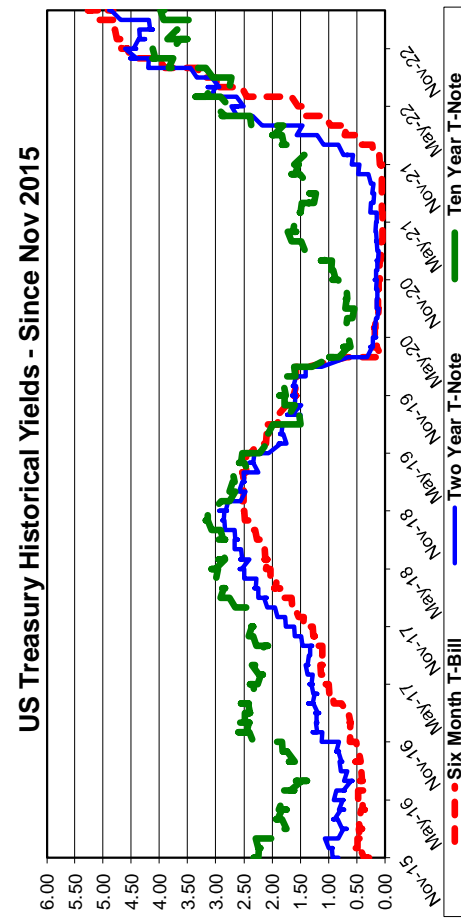
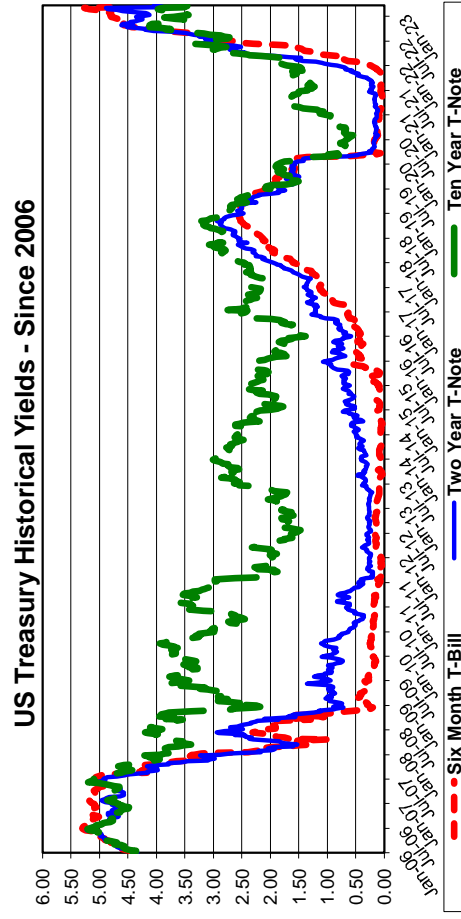
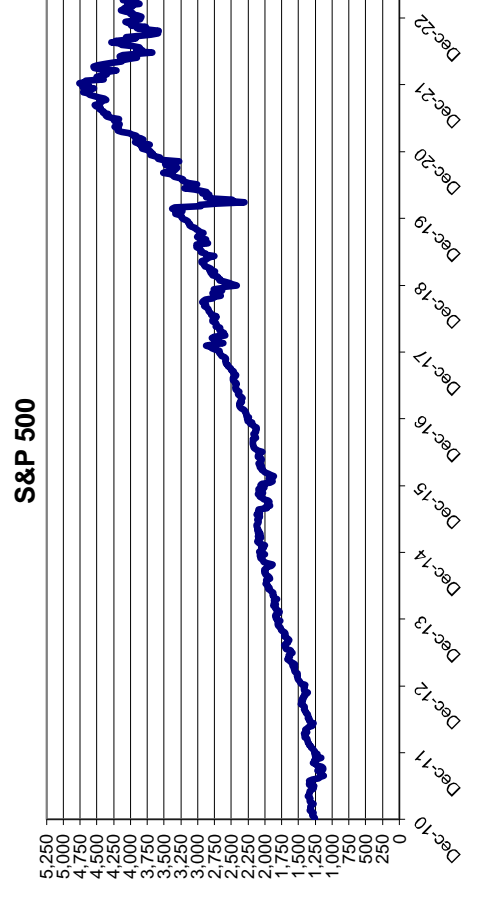
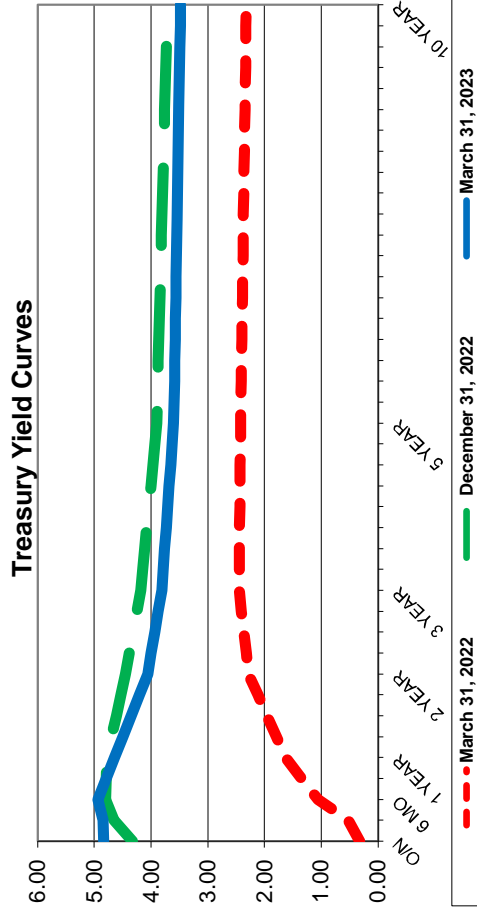
(1) Average Yield calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

(2) Fiscal Year-to-Date Average Yields calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

3/31/2023

The Federal Open Market Committee (FOMC) raised the Fed Funds target range 0.25% to 4.75% - 5.00% March 22nd (Effective Fed Funds are trading +/-4.82%). An additional 0.25% increase is projected May 3rd. Fourth Quarter 2022 GDP was revised downward to 2.6% (final number). March Non-Farm Payroll saw 236k new jobs. OPEC announced production cuts and Crude Oil moved up slightly to +/- \$80 per barrel. The S&P Stock Index still oscillates on either side of 4,000. In early March, two large US banks and one European bank required bail-outs to prevent wider financial market disruption. The yield curve shifted lower on broader economic concerns, even with the expectation of additional FOMC rate increases. The Market is now considering lower future interest rates as early as this fall. Inflation is still over the FOMC 2% target (Core PCE +/-4.7% and CPI +/-6.4%). International challenges add to economic uncertainty.



**Investment Holdings
March 31, 2023**

Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Face Amount/ Par Value	Book Value	Market Price	Market Value	Life (Day)	Yield
BOT DDA (3)		0.510%	04/01/23	03/31/23	\$ 352,689	\$ 352,689	1.00	\$ 352,689	1	0.51%
BOT Escrow MIMF		4.730%	04/01/23	03/31/23	33,590,427	33,590,427	1.00	33,590,427	1	4.73%
Invesco Govt & Agy Inst MMMF		4.740%	04/01/23	03/31/23	5,094	5,094	1.00	5,094	1	4.74%
Veritex Bank MMA		4.760%	04/01/23	03/31/23	206,461	206,461	1.00	206,461	1	4.76%
Veritex Bank MMA Escrow		4.760%	04/01/23	03/31/23	1,169,335	1,169,335	1.00	1,169,335	1	4.76%
NexBank ICS		5.000%	04/01/23	03/31/23	9,996,299	9,996,299	1.00	9,996,299	1	5.00%
NexBank ICS Escrow		5.000%	04/01/23	03/31/23	10,000,000	10,000,000	1.00	10,000,000	1	5.00%
TexPool	AAA	4.808%	04/01/23	03/31/23	5,168	5,168	1.00	5,168	1	4.81%
TexSTAR	AAA	4.607%	04/01/23	03/31/23	32,543,742	32,543,742	1.00	32,543,742	1	4.61%
East West Bank		3.060%	04/18/23	07/21/22	1,000,000	1,000,000	100.00	1,000,000	18	3.06%
East West Bank		3.060%	04/18/23	07/21/22	700,000	700,000	100.00	700,000	18	3.06%
East West Bank		3.060%	04/18/23	07/22/22	300,000	300,000	100.00	300,000	18	3.06%
East West Bank		3.060%	04/18/23	07/22/22	500,000	500,000	100.00	500,000	18	3.06%
East West Bank		3.060%	04/21/23	07/22/22	1,300,000	1,300,000	100.00	1,300,000	21	3.06%
East West Bank		3.060%	04/21/23	07/22/22	1,000,000	1,000,000	100.00	1,000,000	21	3.06%
East West Bank		3.210%	05/23/23	08/23/22	600,000	600,000	100.00	600,000	53	3.21%
East West Bank		3.210%	05/23/23	08/23/22	1,000,000	1,000,000	100.00	1,000,000	53	3.21%
East West Bank		3.210%	05/23/23	08/23/22	400,000	400,000	100.00	400,000	53	3.21%
UST 0.125		0.125%	05/31/23	07/14/22	2,300,000	2,300,000	99.26	2,283,044	61	3.04%
East West Bank		3.210%	06/23/23	08/23/22	600,000	600,000	100.00	600,000	84	3.21%
East West Bank		3.210%	06/23/23	08/24/22	400,000	400,000	100.00	400,000	84	3.21%
East West Bank		3.210%	06/23/23	08/23/22	500,000	500,000	100.00	500,000	84	3.21%
East West Bank		3.010%	07/14/23	07/15/22	4,400,000	4,400,000	100.00	4,400,000	105	3.01%
East West Bank		3.010%	07/17/23	07/15/22	1,200,000	1,200,000	100.00	1,200,000	108	3.01%
East West Bank		3.010%	07/17/23	07/15/22	300,000	300,000	100.00	300,000	108	3.01%
East West Bank		3.010%	07/17/23	07/15/22	50,000	50,000	100.00	50,000	108	3.01%
East West Bank		3.010%	07/17/23	07/15/22	500,000	500,000	100.00	500,000	108	3.01%
East West Bank		4.920%	08/10/23	02/10/23	1,000,000	1,000,000	100.00	1,000,000	132	4.92%
East West Bank		3.230%	08/22/23	08/23/22	1,000,000	1,000,000	100.00	1,000,000	144	3.23%
East West Bank		3.230%	08/23/23	08/23/22	500,000	500,000	100.00	500,000	145	3.23%
East West Bank		3.230%	08/24/23	08/24/22	200,000	200,000	100.00	200,000	146	3.23%
East West Bank		3.230%	08/24/23	08/24/22	500,000	500,000	100.00	500,000	146	3.23%
East West Bank		3.230%	08/24/23	08/24/22	700,000	700,000	100.00	700,000	146	3.23%
Texas Capital		3.370%	09/09/23	09/13/22	200,000	200,000	100.00	200,000	162	3.37%
Texas Capital		3.370%	09/09/23	09/13/22	1,422,000	1,422,000	100.00	1,422,000	162	3.37%
East West Bank		4.920%	09/10/23	02/10/23	6,000,000	6,000,000	100.00	6,000,000	163	4.92%
Bank OZK		0.121%	09/12/23	09/13/22	935,930	935,930	100.00	935,930	165	0.12%
Texas Capital		3.370%	09/13/23	09/13/22	700,000	700,000	100.00	700,000	166	3.37%
Texas Capital		3.370%	09/13/23	09/13/22	400,000	400,000	100.00	400,000	166	3.37%
Texas Capital		3.370%	09/13/23	09/13/22	200,000	200,000	100.00	200,000	166	3.37%
Texas Capital		3.370%	10/09/23	09/13/22	100,000	100,000	100.00	100,000	192	3.37%
East West Bank		4.920%	10/10/23	02/10/23	500,000	500,000	100.00	500,000	193	4.92%

**Investment Holdings
March 31, 2023**

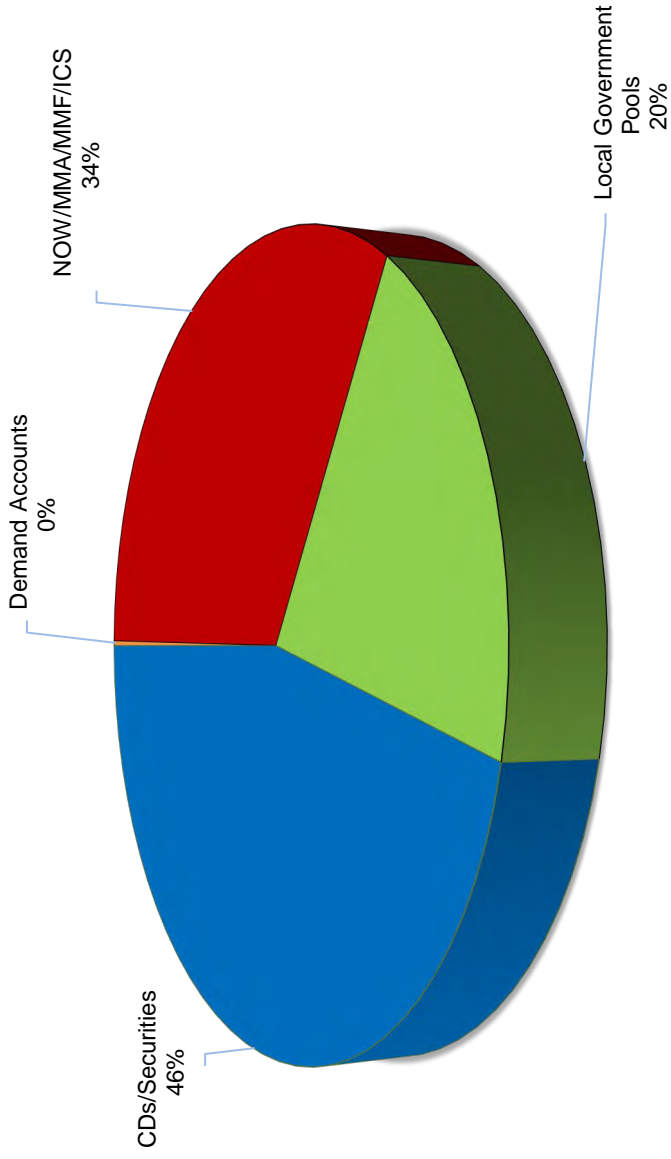
Description	Ratings	Coupon/ Discount	Maturity Date	Settlement Date	Face Amount/ Par Value	Book Value	Market Price	Market Value	Life (Day)	Yield
East West Bank		4.920%	10/10/23	02/10/23	6,000,000	6,000,000	100.00	6,000,000	193	4.92%
Texas Capital		3.370%	10/13/23	09/13/22	700,000	700,000	100.00	700,000	196	3.37%
Texas Capital		3.370%	10/13/23	09/13/22	400,000	400,000	100.00	400,000	196	3.37%
Texas Capital		3.370%	10/13/23	09/13/22	75,000	75,000	100.00	75,000	196	3.37%
East West Bank		4.630%	10/26/23	10/26/22	3,258,500	3,258,500	100.00	3,258,500	209	4.63%
Texas Capital		3.380%	11/09/23	09/13/22	100,000	100,000	100.00	100,000	223	3.38%
East West Bank		4.920%	11/10/23	02/10/23	6,000,000	6,000,000	100.00	6,000,000	224	4.92%
East West Bank		4.690%	12/07/23	12/07/22	2,121,000	2,121,000	100.00	2,121,000	251	4.69%
East West Bank		4.920%	12/11/23	02/10/23	8,000,000	8,000,000	100.00	8,000,000	255	4.92%
Texas Capital		3.380%	12/13/23	09/13/22	700,000	700,000	100.00	700,000	257	3.38%
Texas Capital		3.380%	12/13/23	09/13/22	50,000	50,000	100.00	50,000	257	3.38%
Texas Capital		3.380%	12/13/23	09/13/22	200,000	200,000	100.00	200,000	257	3.38%
East West Bank		4.910%	01/10/24	02/10/23	3,000,000	3,000,000	100.00	3,000,000	285	4.91%
East West Bank		4.910%	01/10/24	02/10/23	2,892,000	2,892,000	100.00	2,892,000	285	4.91%
Texas Capital		3.380%	01/13/24	09/13/22	600,000	600,000	100.00	600,000	288	3.38%
Texas Capital		3.390%	02/09/24	09/13/22	100,000	100,000	100.00	100,000	315	3.39%
Texas Capital		3.390%	02/13/24	09/13/22	600,000	600,000	100.00	600,000	319	3.39%
Texas Capital		3.400%	03/09/24	09/13/22	1,422,000	1,422,000	100.00	1,422,000	344	3.40%
Texas Capital		3.400%	03/13/24	09/13/22	600,000	600,000	100.00	600,000	348	3.40%
Texas Capital		3.400%	04/13/24	09/13/22	600,000	600,000	100.00	600,000	379	3.40%
Cap Tex		4.650%	04/26/24	10/26/22	3,275,000	3,275,000	100.00	3,275,000	392	4.65%
Texas Capital		3.410%	05/13/24	09/13/22	500,000	500,000	100.00	500,000	409	3.41%
Texas Capital		3.410%	06/13/24	09/13/22	500,000	500,000	100.00	500,000	440	3.41%
Texas Capital		3.410%	07/13/24	09/13/22	500,000	500,000	100.00	500,000	470	3.41%
Texas Capital		3.425%	08/13/24	09/13/22	400,000	400,000	100.00	400,000	501	3.43%
Texas Capital		3.430%	09/09/24	09/13/22	1,372,000	1,372,000	100.00	1,372,000	528	3.43%
Texas Capital		3.425%	09/13/24	09/13/22	300,000	300,000	100.00	300,000	532	3.43%
					\$ 163,542,645	\$ 163,542,645			97	4.43%
									(1)	(2)

(1) **Weighted average life** - For purposes of calculating weighted average life, bank accounts, pools and money market funds are assumed to have an one day maturity.

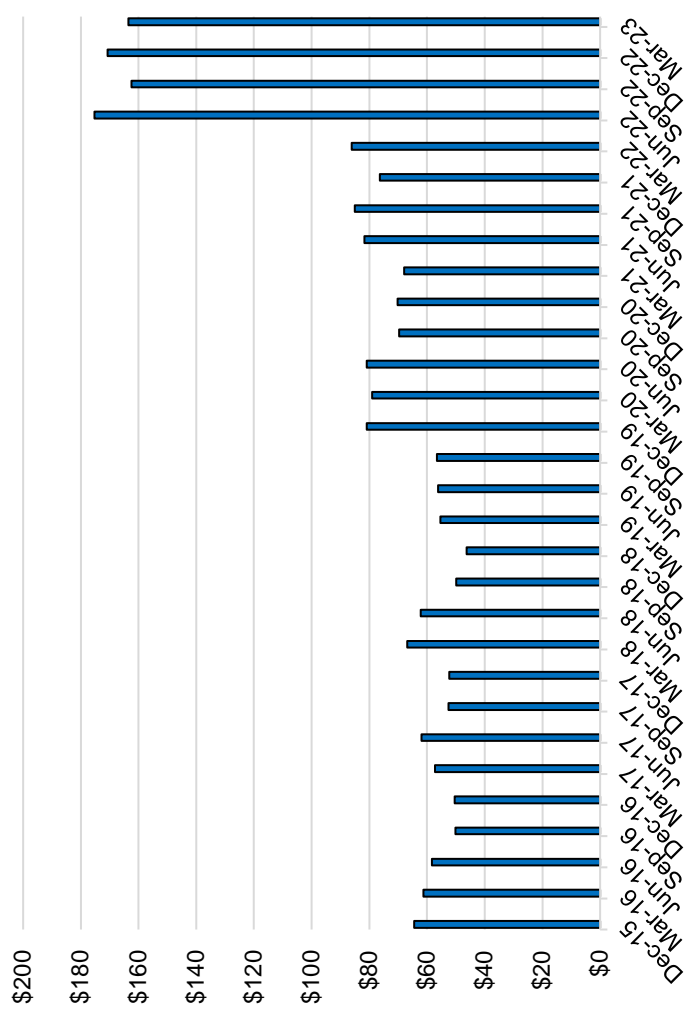
(2) **Weighted average yield to maturity** - The weighted average yield to maturity is based on adjusted book value, realized and unrealized gains/losses and investment advisory fees are not considered. The yield for the reporting month is used for bank accounts, pools, and money market funds.

(3) **Earnings Credit** - The Authority's depository accounts provide an earnings credit on balances which is used to offset bank fees. The reported rate is estimated based on fees offset and average balances.

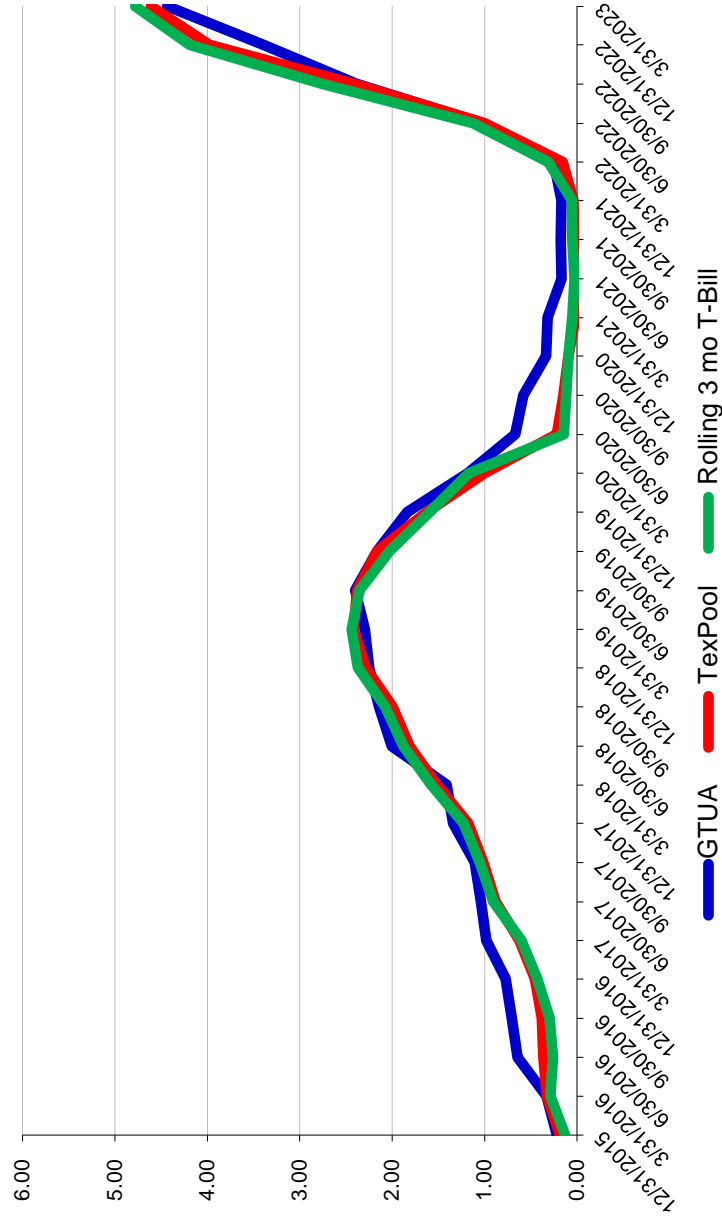
Portfolio Composition



Total Portfolio (Millions)



Total Portfolio Performance



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/22	Increases	Decreases	Book Value 03/31/23	Market Value 12/31/22	Change in Market Value	Market Value 03/31/23
BOT DDA (3)	0.51%	04/01/23	\$ 763,814	\$ -	\$ (411,125)	\$ 352,689	\$ 763,814	\$ (411,125)	\$ 352,689
BOT Escrow MMF	4.73%	04/01/23	27,685,078	5,905,349	-	33,590,427	27,685,078	5,905,349	33,590,427
Prosperity MMA (Sherman 20/21)	0.00%	04/01/23	3,294,324	-	(3,294,324)	-	3,294,324	(3,294,324)	-
Prosperity MMA Escrow	0.00%	04/01/23	13,351,860	-	(13,351,860)	-	13,351,860	(13,351,860)	-
Invesco Govt & Agy Inst MMMF	4.74%	04/01/23	6,600,964	-	(6,595,871)	5,094	6,600,964	(6,595,871)	5,094
Veritex Bank MMA	4.76%	04/01/23	204,128	2,333	-	206,461	204,128	2,333	206,461
Veritex Bank MMA Escrow	4.76%	04/01/23	1,156,970	12,365	-	1,169,335	1,156,970	12,365	1,169,335
NexBank ICS	5.00%	04/01/23	8,698,183	1,298,116	-	9,996,299	8,698,183	1,298,116	9,996,299
NexBank ICS Escrow	5.00%	04/01/23	-	10,000,000	-	10,000,000	-	10,000,000	10,000,000
TexPool	4.81%	04/01/23	5,095	74	-	5,168	5,095	74	5,168
TexSTAR	4.61%	04/01/23	33,351,842	-	(808,101)	32,543,742	33,351,842	(808,101)	32,543,742
East West Bank	3.06%	01/22/23	700,000	-	(700,000)	-	700,000	(700,000)	-
FHLB Discount Note	2.83%	01/30/23	6,100,000	-	(6,100,000)	-	6,080,463	(6,080,463)	-
East West Bank	0.67%	01/31/23	1,000,000	-	(1,000,000)	-	1,000,000	(1,000,000)	-
East West Bank	0.67%	01/31/23	2,000,000	-	(2,000,000)	-	2,000,000	(2,000,000)	-
East West Bank	0.81%	02/07/23	1,456,000	-	(1,456,000)	-	1,456,000	(1,456,000)	-
Texas Capital	3.15%	02/13/23	500,000	-	(500,000)	-	500,000	(500,000)	-
Texas Capital	3.15%	02/13/23	250,000	-	(250,000)	-	250,000	(250,000)	-
UST 0.125	2.93%	02/28/23	9,000,000	-	(9,000,000)	-	8,939,964	(8,939,964)	-
FHLB Discount Note	2.96%	03/10/23	1,400,000	-	(1,400,000)	-	1,388,870	(1,388,870)	-
Bank OZK	0.21%	03/23/23	995,000	-	(995,000)	-	995,000	(995,000)	-
FHLB Discount Note	3.02%	03/30/23	10,000,000	-	(10,000,000)	-	9,896,531	(9,896,531)	-
East West Bank	3.06%	04/18/23	1,000,000	-	-	1,000,000	1,000,000	-	1,000,000
East West Bank	3.06%	04/18/23	700,000	-	-	700,000	700,000	-	700,000
East West Bank	3.06%	04/18/23	300,000	-	-	300,000	300,000	-	300,000
East West Bank	3.06%	04/18/23	500,000	-	-	500,000	500,000	-	500,000
East West Bank	3.06%	04/21/23	1,300,000	-	-	1,300,000	1,300,000	-	1,300,000
East West Bank	3.06%	04/21/23	1,000,000	-	-	1,000,000	1,000,000	-	1,000,000
East West Bank	3.21%	05/23/23	600,000	-	-	600,000	600,000	-	600,000
East West Bank	3.21%	05/23/23	1,000,000	-	-	1,000,000	1,000,000	-	1,000,000
East West Bank	3.21%	05/23/23	400,000	-	-	400,000	400,000	-	400,000
UST 0.125	3.04%	05/31/23	2,300,000	-	-	2,300,000	2,258,941	24,102	2,283,044
East West Bank	3.21%	06/23/23	600,000	-	-	600,000	600,000	-	600,000
East West Bank	3.21%	06/23/23	400,000	-	-	400,000	400,000	-	400,000
East West Bank	3.21%	06/23/23	500,000	-	-	500,000	500,000	-	500,000
East West Bank	3.01%	07/14/23	4,400,000	-	-	4,400,000	4,400,000	-	4,400,000
East West Bank	3.01%	07/17/23	1,200,000	-	-	1,200,000	1,200,000	-	1,200,000
East West Bank	3.01%	07/17/23	300,000	-	-	300,000	300,000	-	300,000
East West Bank	3.01%	07/17/23	50,000	-	-	50,000	50,000	-	50,000
East West Bank	3.01%	07/17/23	500,000	-	-	500,000	500,000	-	500,000
East West Bank	4.92%	08/10/23	-	1,000,000	-	1,000,000	-	1,000,000	1,000,000

Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 12/31/22	Increases	Decreases	Book Value 03/31/23	Market Value 12/31/22	Change in Market Value	Market Value 03/31/23
East West Bank	3.23%	08/22/23	1,000,000	-	-	1,000,000	1,000,000	-	1,000,000
East West Bank	3.23%	08/23/23	500,000	-	-	500,000	500,000	-	500,000
East West Bank	3.23%	08/24/23	200,000	-	-	200,000	200,000	-	200,000
East West Bank	3.23%	08/24/23	500,000	-	-	500,000	500,000	-	500,000
East West Bank	3.23%	08/24/23	700,000	-	-	700,000	700,000	-	700,000
Texas Capital	3.37%	09/09/23	200,000	-	-	200,000	200,000	-	200,000
Texas Capital	3.37%	09/09/23	1,422,000	-	-	1,422,000	1,422,000	-	1,422,000
East West Bank	4.92%	09/10/23	-	6,000,000	-	6,000,000	-	6,000,000	6,000,000
Bank OZK	0.12%	09/12/23	935,930	-	-	935,930	935,930	-	935,930
Texas Capital	3.37%	09/13/23	700,000	-	-	700,000	700,000	-	700,000
Texas Capital	3.37%	09/13/23	400,000	-	-	400,000	400,000	-	400,000
Texas Capital	3.37%	09/13/23	200,000	-	-	200,000	200,000	-	200,000
Texas Capital	3.37%	10/09/23	100,000	-	-	100,000	100,000	-	100,000
East West Bank	4.92%	10/10/23	-	500,000	-	500,000	-	500,000	500,000
East West Bank	4.92%	10/10/23	-	6,000,000	-	6,000,000	-	6,000,000	6,000,000
Texas Capital	3.37%	10/13/23	700,000	-	-	700,000	700,000	-	700,000
Texas Capital	3.37%	10/13/23	400,000	-	-	400,000	400,000	-	400,000
Texas Capital	3.37%	10/13/23	75,000	-	-	75,000	75,000	-	75,000
East West Bank	4.63%	10/26/23	3,258,500	-	-	3,258,500	3,258,500	-	3,258,500
Texas Capital	3.38%	11/09/23	100,000	-	-	100,000	100,000	-	100,000
East West Bank	4.92%	11/10/23	-	6,000,000	-	6,000,000	-	6,000,000	6,000,000
East West Bank	4.69%	12/07/23	2,121,000	-	-	2,121,000	2,121,000	-	2,121,000
East West Bank	4.92%	12/11/23	-	8,000,000	-	8,000,000	-	8,000,000	8,000,000
Texas Capital	3.38%	12/13/23	700,000	-	-	700,000	700,000	-	700,000
Texas Capital	3.38%	12/13/23	50,000	-	-	50,000	50,000	-	50,000
Texas Capital	3.38%	12/13/23	200,000	-	-	200,000	200,000	-	200,000
East West Bank	4.91%	01/10/24	-	3,000,000	-	3,000,000	-	3,000,000	3,000,000
East West Bank	4.91%	01/10/24	-	2,892,000	-	2,892,000	-	2,892,000	2,892,000
Texas Capital	3.38%	01/13/24	600,000	-	-	600,000	600,000	-	600,000
Texas Capital	3.39%	02/09/24	100,000	-	-	100,000	100,000	-	100,000
Texas Capital	3.39%	02/13/24	600,000	-	-	600,000	600,000	-	600,000
Texas Capital	3.40%	03/09/24	1,422,000	-	-	1,422,000	1,422,000	-	1,422,000
Texas Capital	3.40%	03/13/24	600,000	-	-	600,000	600,000	-	600,000
Texas Capital	3.40%	04/13/24	600,000	-	-	600,000	600,000	-	600,000
Cap Tex	4.65%	04/26/24	3,275,000	-	-	3,275,000	3,275,000	-	3,275,000
Texas Capital	3.41%	05/13/24	500,000	-	-	500,000	500,000	-	500,000
Texas Capital	3.41%	06/13/24	500,000	-	-	500,000	500,000	-	500,000
Texas Capital	3.41%	07/13/24	500,000	-	-	500,000	500,000	-	500,000
Texas Capital	3.43%	08/13/24	400,000	-	-	400,000	400,000	-	400,000
Texas Capital	3.43%	09/09/24	1,372,000	-	-	1,372,000	1,372,000	-	1,372,000
Texas Capital	3.43%	09/13/24	300,000	-	-	300,000	300,000	-	300,000
TOTAL / AVERAGE	4.43%		\$ 170,794,688	\$ 50,610,236	\$ (57,862,280)	\$ 163,542,645	\$ 170,559,456	\$ (7,033,768)	\$ 163,525,688

**Allocation by Fund
Book Value**

March 31, 2023

	Maturity	Investment Total	General	Construction	Bond I&S	Revenue	Reserve
		\$	\$				
BOT DDA (3)	03/31/23	352,689	352,689				
BOT Escrow MMF	03/31/23	33,590,427		33,590,427			
Invesco Govt & Agy Inst MMMF	03/31/23	5,094	5,094				
Veritex Bank MMA	03/31/23	206,461		206,461			
Veritex Bank MMA Escrow	03/31/23	1,169,335		1,169,335			
NexBank ICS	03/31/23	9,996,299		5,030,838	4,638,497	326,965	
NexBank ICS Escrow	03/31/23	10,000,000		10,000,000			
TexPool	03/31/23	5,168	5,168				
TexSTAR	03/31/23	32,543,742	737,570	25,763,806	2,999,416	1,876,912	1,166,038
East West Bank	04/18/23	1,000,000	-	1,000,000	-	-	-
East West Bank	04/18/23	700,000	-	700,000	-	-	-
East West Bank	04/18/23	300,000	-	300,000	-	-	-
East West Bank	04/18/23	500,000	-	500,000	-	-	-
East West Bank	04/21/23	1,300,000	-	1,300,000	-	-	-
East West Bank	04/21/23	1,000,000	-	1,000,000	-	-	-
East West Bank	05/23/23	600,000	-	600,000	-	-	-
East West Bank	05/23/23	1,000,000	-	1,000,000	-	-	-
East West Bank	05/23/23	400,000	-	400,000	-	-	-
East West Bank	05/31/23	2,300,000	-	1,300,000	-	1,000,000	-
UST 0.125	06/23/23	600,000	-	600,000	-	-	-
East West Bank	06/23/23	400,000	-	400,000	-	-	-
East West Bank	06/23/23	500,000	-	500,000	-	-	-
East West Bank	07/14/23	4,400,000	-	3,400,000	-	1,000,000	-
East West Bank	07/17/23	1,200,000	-	1,200,000	-	-	-
East West Bank	07/17/23	300,000	-	300,000	-	-	-
East West Bank	07/17/23	50,000	-	50,000	-	-	-
East West Bank	07/17/23	500,000	-	500,000	-	-	-
East West Bank	08/10/23	1,000,000	-	1,000,000	-	-	-
East West Bank	08/22/23	1,000,000	-	-	-	1,000,000	-
East West Bank	08/23/23	500,000	-	500,000	-	-	-
East West Bank	08/24/23	200,000	-	200,000	-	-	-
East West Bank	08/24/23	500,000	-	500,000	-	-	-
East West Bank	08/24/23	700,000	-	700,000	-	-	-
Texas Capital	09/09/23	200,000	-	200,000	-	-	-
Texas Capital	09/09/23	1,422,000	-	-	1,422,000	-	-

**Allocation by Fund
Book Value**

March 31, 2023

	Maturity	Investment					Bond I&S	Revenue	Reserve
		General	Construction						
East West Bank	09/10/23	-	6,000,000	-	-	-	-	-	
Bank OZK	09/12/23	-	935,930	-	-	-	-	935,930	
Texas Capital	09/13/23	-	700,000	-	-	-	-	-	
Texas Capital	09/13/23	-	400,000	-	-	-	-	-	
Texas Capital	09/13/23	-	200,000	-	-	-	-	-	
Texas Capital	10/09/23	-	100,000	-	-	-	-	-	
East West Bank	10/10/23	-	500,000	-	-	-	-	-	
East West Bank	10/10/23	-	6,000,000	-	-	-	-	-	
Texas Capital	10/13/23	-	700,000	-	-	-	-	-	
Texas Capital	10/13/23	-	400,000	-	-	-	-	-	
Texas Capital	10/13/23	-	75,000	-	-	-	-	-	
East West Bank	10/26/23	-	3,258,500	-	-	-	-	3,258,500	
Texas Capital	11/09/23	-	100,000	-	-	-	-	-	
East West Bank	11/10/23	-	6,000,000	-	-	-	-	-	
East West Bank	12/07/23	-	2,121,000	-	-	-	-	2,121,000	
East West Bank	12/11/23	-	8,000,000	-	-	-	-	-	
Texas Capital	12/13/23	-	700,000	-	-	-	-	-	
Texas Capital	12/13/23	-	50,000	-	-	-	-	-	
Texas Capital	12/13/23	-	200,000	-	-	-	-	-	
East West Bank	01/10/24	-	3,000,000	-	-	-	-	-	
East West Bank	01/10/24	-	2,892,000	-	-	-	-	2,892,000	
Texas Capital	01/13/24	-	600,000	-	-	-	-	-	
Texas Capital	02/09/24	-	100,000	-	-	-	-	-	
Texas Capital	02/13/24	-	600,000	-	-	-	-	-	
Texas Capital	03/09/24	-	1,422,000	-	1,422,000	-	-	-	
Texas Capital	03/13/24	-	600,000	-	-	-	-	-	
Texas Capital	04/13/24	-	600,000	-	-	-	-	-	
Cap Tex	04/26/24	-	3,275,000	-	-	-	-	3,275,000	
Texas Capital	05/13/24	-	500,000	-	-	-	-	-	
Texas Capital	06/13/24	-	500,000	-	-	-	-	-	
Texas Capital	07/13/24	-	500,000	-	-	-	-	-	
Texas Capital	08/13/24	-	400,000	-	-	-	-	-	
Texas Capital	09/09/24	-	1,372,000	-	-	1,372,000	-	-	
Texas Capital	09/13/24	-	300,000	-	-	-	-	-	

Totals **\$ 163,542,645** **\$ 1,100,521** **\$ 131,735,867** **\$ 11,853,913** **\$ 2,203,876** **\$ 16,648,468**

**Allocation by Fund
Book Value**

March 31, 2023

	Maturity	Investment Total	General	Construction	Bond I&S	Revenue	Reserve
		\$	\$				
BOT DDA (3)	03/31/23	352,689	352,689				
BOT Escrow MMF	03/31/23	33,590,427		33,590,427			
Invesco Govt & Agy Inst MMMF	03/31/23	5,094	5,094				
Veritex Bank MMA	03/31/23	206,461		206,461			
Veritex Bank MMA Escrow	03/31/23	1,169,335		1,169,335			
NexBank ICS	03/31/23	9,996,299		5,030,838	4,638,497	326,965	
NexBank ICS Escrow	03/31/23	10,000,000		10,000,000			
TexPool	03/31/23	5,168	5,168				
TexSTAR	03/31/23	32,543,742	737,570	25,763,806	2,999,416	1,876,912	1,166,038
East West Bank	04/18/23	1,000,000	-	1,000,000	-	-	-
East West Bank	04/18/23	700,000	-	700,000	-	-	-
East West Bank	04/18/23	300,000	-	300,000	-	-	-
East West Bank	04/18/23	500,000	-	500,000	-	-	-
East West Bank	04/21/23	1,300,000	-	1,300,000	-	-	-
East West Bank	04/21/23	1,000,000	-	1,000,000	-	-	-
East West Bank	05/23/23	600,000	-	600,000	-	-	-
East West Bank	05/23/23	1,000,000	-	1,000,000	-	-	-
East West Bank	05/23/23	400,000	-	400,000	-	-	-
East West Bank	05/31/23	2,283,044	-	1,290,416	-	992,628	-
UST 0.125	06/23/23	600,000	-	600,000	-	-	-
East West Bank	06/23/23	400,000	-	400,000	-	-	-
East West Bank	06/23/23	500,000	-	500,000	-	-	-
East West Bank	07/14/23	4,400,000	-	3,400,000	-	1,000,000	-
East West Bank	07/17/23	1,200,000	-	1,200,000	-	-	-
East West Bank	07/17/23	300,000	-	300,000	-	-	-
East West Bank	07/17/23	50,000	-	50,000	-	-	-
East West Bank	07/17/23	500,000	-	500,000	-	-	-
East West Bank	08/10/23	1,000,000	-	1,000,000	-	-	-
East West Bank	08/22/23	1,000,000	-	-	-	-	1,000,000
East West Bank	08/23/23	500,000	-	500,000	-	-	-
East West Bank	08/24/23	200,000	-	200,000	-	-	-
East West Bank	08/24/23	500,000	-	500,000	-	-	-
East West Bank	08/24/23	700,000	-	700,000	-	-	-
Texas Capital	09/09/23	200,000	-	200,000	-	-	-
Texas Capital	09/09/23	1,422,000	-	-	1,422,000	-	-

**Allocation by Fund
Book Value**

March 31, 2023

	Maturity	Investment					Reserve
		General	Construction	Bond I&S	Revenue		
		Total					
East West Bank	09/10/23	6,000,000	6,000,000	-	-	-	
Bank OZK	09/12/23	935,930	-	-	-	935,930	
Texas Capital	09/13/23	700,000	700,000	-	-	-	
Texas Capital	09/13/23	400,000	400,000	-	-	-	
Texas Capital	09/13/23	200,000	200,000	-	-	-	
Texas Capital	10/09/23	100,000	100,000	-	-	-	
East West Bank	10/10/23	500,000	500,000	-	-	-	
East West Bank	10/10/23	6,000,000	6,000,000	-	-	-	
Texas Capital	10/13/23	700,000	700,000	-	-	-	
Texas Capital	10/13/23	400,000	400,000	-	-	-	
Texas Capital	10/13/23	75,000	75,000	-	-	-	
East West Bank	10/26/23	3,258,500	-	-	-	3,258,500	
Texas Capital	11/09/23	100,000	100,000	-	-	-	
East West Bank	11/10/23	6,000,000	6,000,000	-	-	-	
East West Bank	12/07/23	2,121,000	-	-	-	2,121,000	
East West Bank	12/11/23	8,000,000	8,000,000	-	-	-	
Texas Capital	12/13/23	700,000	700,000	-	-	-	
Texas Capital	12/13/23	50,000	50,000	-	-	-	
Texas Capital	12/13/23	200,000	200,000	-	-	-	
East West Bank	01/10/24	3,000,000	3,000,000	-	-	-	
East West Bank	01/10/24	2,892,000	-	-	-	2,892,000	
Texas Capital	01/13/24	600,000	600,000	-	-	-	
Texas Capital	02/09/24	100,000	100,000	-	-	-	
Texas Capital	02/13/24	600,000	600,000	-	-	-	
Texas Capital	03/09/24	1,422,000	-	1,422,000	-	-	
Texas Capital	03/13/24	600,000	600,000	-	-	-	
Texas Capital	04/13/24	600,000	600,000	-	-	-	
Cap Tex	04/26/24	3,275,000	-	-	-	3,275,000	
Texas Capital	05/13/24	500,000	500,000	-	-	-	
Texas Capital	06/13/24	500,000	500,000	-	-	-	
Texas Capital	07/13/24	500,000	500,000	-	-	-	
Texas Capital	08/13/24	400,000	400,000	-	-	-	
Texas Capital	09/09/24	1,372,000	-	1,372,000	-	-	
Texas Capital	09/13/24	300,000	300,000	-	-	-	

Totals **\$ 163,525,688** **\$ 1,100,521** **\$ 131,726,283** **\$ 11,853,913** **\$ 2,203,876** **\$ 16,641,096**

**Allocation by Fund
Book Value**

December 31, 2022

	Maturity	Investment Total	General	Construction	Bond I&S	Revenue	Reserve
		\$	\$				
BOT DDA (3)	12/31/22	763,814	763,814				
BOT Escrow MMF	12/31/22	27,685,078		27,685,078			
Prosperity MMA (Sherman 20/21)	12/31/22	3,294,324		3,294,324			
Prosperity MMA Escrow	12/31/22	13,351,860		13,351,860			
Invesco Govt & Agy Inst MMMF	12/31/22	6,600,964		6,600,964			
Veritex Bank MMA	12/31/22	204,128		204,128			
Veritex Bank MMA Escrow	12/31/22	1,156,970		1,156,970			
NexBank ICS	12/31/22	8,698,183		5,131,202	3,243,672	323,310	
TexPool	12/31/22	5,095	5,095				
TexSTAR	12/31/22	33,351,842	1,807,939	25,845,734	3,766,195	1,702,002	229,973
East West Bank	01/22/23	700,000		700,000			
FHLB Discount Note	01/30/23	6,100,000		6,100,000			
East West Bank	01/31/23	1,000,000		1,000,000			
East West Bank	01/31/23	2,000,000		2,000,000			
East West Bank	02/07/23	1,456,000					1,456,000
Texas Capital	02/13/23	500,000		500,000			
Texas Capital	02/13/23	250,000		250,000			
UST 0.125	02/28/23	9,000,000		9,000,000			
FHLB Discount Note	03/10/23	1,400,000			1,400,000		
Bank OZK	03/23/23	995,000					995,000
FHLB Discount Note	03/30/23	10,000,000		10,000,000			
East West Bank	04/18/23	1,000,000		1,000,000			
East West Bank	04/18/23	700,000		700,000			
East West Bank	04/18/23	300,000		300,000			
East West Bank	04/18/23	500,000		500,000			
East West Bank	04/21/23	1,300,000		1,300,000			
East West Bank	04/21/23	1,000,000		1,000,000			
East West Bank	05/23/23	600,000		600,000			
East West Bank	05/23/23	1,000,000		1,000,000			
East West Bank	05/23/23	400,000		400,000			
UST 0.125	05/31/23	2,300,000		1,300,000			1,000,000
East West Bank	06/23/23	600,000		600,000			
East West Bank	06/23/23	400,000		400,000			
East West Bank	06/23/23	500,000		500,000			
East West Bank	07/14/23	4,400,000		3,400,000			1,000,000

**Allocation by Fund
Book Value**

December 31, 2022

	Maturity	Investment				Bond I&S	Revenue	Reserve
		General	Construction					
		Total						
East West Bank	07/17/23	1,200,000	1,200,000					
East West Bank	07/17/23	300,000	300,000					
East West Bank	07/17/23	50,000	50,000					
East West Bank	07/17/23	500,000	500,000				1,000,000	
East West Bank	08/22/23	1,000,000						
East West Bank	08/23/23	500,000	500,000					
East West Bank	08/24/23	200,000	200,000					
East West Bank	08/24/23	500,000	500,000					
East West Bank	08/24/23	700,000	700,000					
Texas Capital	09/09/23	200,000	200,000					
Texas Capital	09/09/23	1,422,000			1,422,000			
Bank OZK	09/12/23	935,930					935,930	
Texas Capital	09/13/23	700,000	700,000					
Texas Capital	09/13/23	400,000	400,000					
Texas Capital	09/13/23	200,000	200,000					
Texas Capital	10/09/23	100,000	100,000					
Texas Capital	10/13/23	700,000	700,000					
Texas Capital	10/13/23	400,000	400,000					
Texas Capital	10/13/23	75,000	75,000					
East West Bank	10/26/23	3,258,500					3,258,500	
Texas Capital	11/09/23	100,000	100,000					
East West Bank	12/07/23	2,121,000					2,121,000	
Texas Capital	12/13/23	700,000	700,000					
Texas Capital	12/13/23	50,000	50,000					
Texas Capital	12/13/23	200,000	200,000					
Texas Capital	01/13/24	600,000	600,000					
Texas Capital	02/09/24	100,000	100,000					
Texas Capital	02/13/24	600,000	600,000					
Texas Capital	03/09/24	1,422,000			1,422,000			
Texas Capital	03/13/24	600,000	600,000					
Texas Capital	04/13/24	600,000	600,000					
Cap Tex	04/26/24	3,275,000					3,275,000	
Texas Capital	05/13/24	500,000	500,000					
Texas Capital	06/13/24	500,000	500,000					
Texas Capital	07/13/24	500,000	500,000					
Texas Capital	08/13/24	400,000	400,000					

**Allocation by Fund
Book Value**

December 31, 2022

	Maturity	Investment	General	Construction	Bond I&S	Revenue	Reserve
Texas Capital	09/09/24	Total					
		1,372,000			1,372,000		
Texas Capital	09/13/24	300,000		300,000			
Totals		\$ 170,794,688	\$ 2,576,848	\$ 138,295,259	\$ 12,625,866	\$ 2,025,311	\$ 15,271,403

**Allocation by Fund
Market Value**

December 31, 2022

	Maturity	Investment Total	General	Construction	Bond I&S	Revenue	Reserve
		\$	\$				
BOT DDA (3)	12/31/22	763,814	763,814				
BOT Escrow MMF	12/31/22	27,685,078		27,685,078			
Prosperity MMA (Sherman 20/21)	12/31/22	3,294,324		3,294,324			
Prosperity MMA Escrow	12/31/22	13,351,860		13,351,860			
Invesco Govt & Agy Inst MMMF	12/31/22	6,600,964		6,600,964			
Veritex Bank MMA	12/31/22	204,128		204,128			
Veritex Bank MMA Escrow	12/31/22	1,156,970		1,156,970			
NexBank ICS	12/31/22	8,698,183		5,131,202	3,243,672	323,310	
TexPool	12/31/22	5,095	5,095				
TexSTAR	12/31/22	33,351,842	1,807,939	25,845,734	3,766,195	1,702,002	229,973
East West Bank	01/22/23	700,000		700,000			
FHLB Discount Note	01/30/23	6,080,463		6,080,463			
East West Bank	01/31/23	1,000,000		1,000,000			
East West Bank	01/31/23	2,000,000		2,000,000			
East West Bank	02/07/23	1,456,000					1,456,000
Texas Capital	02/13/23	500,000		500,000			
Texas Capital	02/13/23	250,000		250,000			
UST 0.125	02/28/23	8,939,964		8,939,964			
FHLB Discount Note	03/10/23	1,388,870			1,388,870		
Bank OZK	03/23/23	995,000					995,000
FHLB Discount Note	03/30/23	9,896,531		9,896,531			
East West Bank	04/18/23	1,000,000		1,000,000			
East West Bank	04/18/23	700,000		700,000			
East West Bank	04/18/23	300,000		300,000			
East West Bank	04/18/23	500,000		500,000			
East West Bank	04/21/23	1,300,000		1,300,000			
East West Bank	04/21/23	1,000,000		1,000,000			
East West Bank	05/23/23	600,000		600,000			
East West Bank	05/23/23	1,000,000		1,000,000			
East West Bank	05/23/23	400,000		400,000			
UST 0.125	05/31/23	2,258,941		1,276,793			982,148
East West Bank	06/23/23	600,000		600,000			
East West Bank	06/23/23	400,000		400,000			
East West Bank	06/23/23	500,000		500,000			
East West Bank	07/14/23	4,400,000		3,400,000			1,000,000

**Allocation by Fund
Market Value**

December 31, 2022

	Maturity	Investment Total	General	Construction	Bond I&S	Revenue	Reserve
East West Bank	07/17/23	1,200,000		1,200,000			
East West Bank	07/17/23	300,000		300,000			
East West Bank	07/17/23	50,000		50,000			
East West Bank	07/17/23	500,000		500,000			1,000,000
East West Bank	08/22/23	1,000,000					
East West Bank	08/23/23	500,000		500,000			
East West Bank	08/24/23	200,000		200,000			
East West Bank	08/24/23	500,000		500,000			
East West Bank	08/24/23	700,000		700,000			
Texas Capital	09/09/23	200,000		200,000			
Texas Capital	09/09/23	1,422,000			1,422,000		
Bank OZK	09/12/23	935,930					935,930
Texas Capital	09/13/23	700,000		700,000			
Texas Capital	09/13/23	400,000		400,000			
Texas Capital	09/13/23	200,000		200,000			
Texas Capital	10/09/23	100,000		100,000			
Texas Capital	10/13/23	700,000		700,000			
Texas Capital	10/13/23	400,000		400,000			
Texas Capital	10/13/23	75,000		75,000			
East West Bank	10/26/23	3,258,500					3,258,500
Texas Capital	11/09/23	100,000		100,000			
East West Bank	12/07/23	2,121,000					2,121,000
Texas Capital	12/13/23	700,000		700,000			
Texas Capital	12/13/23	50,000		50,000			
Texas Capital	12/13/23	200,000		200,000			
Texas Capital	01/13/24	600,000		600,000			
Texas Capital	02/09/24	100,000		100,000			
Texas Capital	02/13/24	600,000		600,000			
Texas Capital	03/09/24	1,422,000			1,422,000		
Texas Capital	03/13/24	600,000		600,000			
Texas Capital	04/13/24	600,000		600,000			
Cap Tex	04/26/24	3,275,000					3,275,000
Texas Capital	05/13/24	500,000		500,000			
Texas Capital	06/13/24	500,000		500,000			
Texas Capital	07/13/24	500,000		500,000			
Texas Capital	08/13/24	400,000		400,000			

**Allocation by Fund
Market Value**

December 31, 2022

	Maturity	Investment	General	Construction	Bond I&S	Revenue	Reserve
Texas Capital	09/09/24	Total					
		1,372,000			1,372,000		
Texas Capital	09/13/24	300,000		300,000			
Totals		\$ 170,559,456	\$ 2,576,848	\$ 138,089,010	\$ 12,614,736	\$ 2,025,311	\$ 15,253,552

AGENDA ITEM VIII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 11, 2023

SUBJECT: AGENDA ITEM NO. VIII

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE AND DELIVERY OF “GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2023-A (CITY OF SHERMAN PROJECT)”, INCLUDING THE ADOPTION OF A RESOLUTION AUTHORIZING THE ISSUANCE OF SUCH BONDS, ESTABLISHING PARAMETERS FOR THE SALE AND ISSUANCE OF SUCH BONDS AND DELEGATING CERTAIN MATTERS TO AUTHORIZED OFFICIALS OF THE AUTHORITY.

ISSUE

Consider all matters incident and related to the issuance and sale of “Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023-A (City of Sherman Project)”.

BACKGROUND

The City of Sherman has requested assistance in obtaining funding for improvements to the City’s water and wastewater system. These improvements include engineering, design, and construction of projects including but not limited to water treatment plant expansion, water and sewer lines improvements, Lake Texoma Pump Station improvements, and wastewater treatment plant expansion. The Board will be provided with further information on the projects as the Board meeting.

CONSIDERATIONS

At this meeting, General Manager requests delegated sale authority so we can accept bids shortly after the bonds are priced via negotiated sale. The City of Sherman Council will consent to the issuance of the bonds on June 19, 2023, following the negotiated sale. The Bond Issuance is scheduled to close on July 11, 2023.

The parameters resolution was not complete at the time this memo was drafted. The resolution will contain limitations on the following: 1) The aggregate principal amount of the Bonds, 2) The true interest cost of the Bonds, and 3) The maximum maturity date of the Bonds.

Kristen Savant, with Norton Rose Fulbright, is preparing the necessary documentation for the bond resolution which will be available at the meeting and emailed to the Board of Directors.

STAFF RECOMMENDATIONS

The Authority Staff recommends the adoption of a resolution for General Manager to operate as Pricing Officer for the sale of the Bonds on behalf of the City of Sherman.

ATTACHMENTS

Timetable for Issuance

The resolution will be emailed to the Board



Greater Texoma Utility Authority (Sherman) Timetable for Issuance of Contract Revenue Bonds, Series 2023-A

- | | |
|--------------------------|--|
| Monday, May 15, 2023* | • Authority Board approves delegated sale authority. |
| Wednesday, May 17, 2023 | • Preliminary Official Statement (POS) distributed by Financial Advisor for comments by working group. |
| Week of
June 5, 2023 | • Rating call (with S&P; time and day TBA). |
| Tuesday, June 6, 2023 | • POS is electronically posted on I-Deal. |
| Friday, June 9, 2023 | • Rating and insurance responses due. |
| Wednesday, June 14, 2023 | • Series 2023 Bonds are priced via negotiated sale and final rates are locked. |
| Monday, June 19, 2023 | • City Council meeting to affirm delegated sale of Bonds. |
| Tuesday, July 11, 2023 | • Closing. Bond proceeds distributed according to Closing Instruction Letter. |

* Regular Authority Board Meeting.

AGENDA ITEM IX



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 11, 2023

SUBJECT: AGENDA ITEM NO. IX

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER ALL MATTERS INCIDENT AND RELATED TO DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT, INCLUDING THE ADOPTION OF A RESOLUTION PERTAINING THERETO.

ISSUE

Consider all matters incident and related to declaring expectation to reimburse expenditures with proceeds of future debt, including the adoption of a resolution pertaining thereto.

BACKGROUND

The City of Sherman has requested assistance in obtaining funding for improvements to the City's water and wastewater system. These improvements include engineering, design, and construction of projects including but not limited to water treatment plant expansion, water and sewer lines improvements, Lake Texoma Pump Station improvements, and wastewater treatment plant expansion. The Board will be provided with further information on the projects as the Board meeting.

CONSIDERATIONS

Due to the timing for the completion of projects, the City of Sherman will require the Authority to reimburse the City for expenditures with proceeds from the future bond issuance set to close on July 11, 2023.

Kristen Savant, with Norton Rose Fulbright, is preparing the necessary documentation for the bond resolution which will be available at the meeting and emailed to the Board of Directors.

STAFF RECOMMENDATIONS

The Authority Staff recommends the adoption of a resolution for declaring the expectation to reimburse expenditures with proceeds of future debt for the City of Sherman.

AGENDA ITEM X, XI & XII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 11, 2023

SUBJECT: AGENDA ITEM NO. X, XI, AND XII

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF “GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2023A (CITY OF WHITEWRIGHT PROJECT)”, INCLUDING THE ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE OF SUCH BONDS.

CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE ISSUANCE AND SALE OF “GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2023B (CITY OF WHITEWRIGHT PROJECT)”, INCLUDING THE ADOPTION OF A RESOLUTION APPROVING THE ISSUANCE OF SUCH BONDS.

CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE PRINCIPAL FORGIVENESS AGREEMENT BETWEEN THE TEXAS WATER DEVELOPMENT BOARD AND THE GREATER TEXOMA UTILITY AUTHORITY IN CONNECTION WITH THE CITY OF WHITEWRIGHT PROJECT, INCLUDING THE ADOPTION OF A RESOLUTION AND AN ESCROW AGREEMENT RELATING THERETO.

ISSUE

Consideration of a resolution authorizing the issuance of Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023A (City of Whitewright Project), Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023B (City of Whitewright Project), and Principal Forgiveness Agreement.

BACKGROUND

The City of Whitewright has requested the Authority’s assistance in financing and constructing improvements to the City’s wastewater treatment plant. The Authority staff plans to pursue the Texas Water Development Board’s (“TWDB”) Clean Water State Revolving Fund (“CWSRF”) for this project. The CWSRF program offers below-market interest rates and is often the best source for funding projects of this nature.

The total amount sought for this project from the TWDB is \$7,145,000. The funding for this project includes three (3) separate components due to the City qualifying for loan forgiveness in addition to a portion of the loan being offered at 0% interest. The three (3) portions are 1) Series 2023A which offers a 0% interest rate for 30 years; 2) Series 2023B which offers 2.68% interest rate for 30 years; and 3) Principal Forgiveness which is not required to be paid back. The three (3) components are summarized below:

Series	Interest Rate	Amount
2023A	0%	\$3,055,000
2023B	2.68%	\$3,590,000
Principal Forgiveness	-	\$500,000
Total		\$7,145,000



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

CONSIDERATIONS

The TWDB notified the Authority Staff that the Board approved the Whitewright bond application for funding through the CWSRF at their March 9, 2023, meeting. The next step is to approve resolutions for all three (3) funding components. The bonds are expected to close on June 13, 2023.

Kristen Savant, with Norton Rose Fulbright, is preparing the necessary documentation for the bond resolution which will be available at the meeting and emailed to the Board of Directors.

STAFF RECOMMENDATIONS

The Authority Staff recommends approval of the three resolutions relating to the bond funds in the amount of \$7,145,000, issued on behalf of the City of Whitewright for improvements to their water system.

ATTACHMENTS

TWDB Letter
Debt Service Schedule

March 29, 2023

Paul Sigle
General Manager
Greater Texoma Utility Authority
5100 Airport Drive
Denison, TX 75020

Re: Greater Texoma Utility Authority/City of Whitewright
TWDB Project No. 73916 Closing Requirements
Clean Water State Revolving Fund Financial Commitment
\$3,055,000 Loan (L1001603) \$3,590,000 Loan (L1001604) \$500,000 Principal Forgiveness
(LF1001516)

Dear Mr. Sigle:

Thank you for utilizing the Texas Water Development Board (TWDB) financial assistance programs. On March 9, 2023, TWDB approved the Authority's financial assistance request. A copy of the TWDB resolution is enclosed. The news release is located at: <https://texaswaternewsroom.org/pressreleases/index.html>. The financial assistance commitment expires on September 30, 2023.

The loan will become effective with the TWDB's purchase of your bonds. Using the outline provided below, please create a schedule for closing the loan and receiving the funds.

Documentation or Event	Deadline (business days)	Due To
1. Bond Ordinance, draft	20 business days prior to borrower execution date	TWDB Attorney and Financial Analyst
2. Interest rates for bond ordinance	5 business days before adoption date	Borrower
Bond ordinance adoption	PLEASE PROVIDE DATE	TWDB Financial Analyst and TWDB Attorney
3. Principal Forgiveness Execution Resolution	3 business day after adoption date	TWDB Attorney
4. Budget for the release of funds at closing (TWDB 1201) *	18 business days prior to closing date	TWDB Engineering Reviewer
5. Approved Outlay Report and Draft Closing Memo with release amounts	15 business days prior to closing date	Outlay/ TWDB Financial Analyst
6. Final closing documents (see below)	10 days prior to closing date	TWDB Financial Analyst
Closing	PLEASE PROVIDE DATE	TWDB Financial Analyst and TWDB Attorney

**If required, a template for an outlay report and instructions will be provided by TWDB staff*

***If required, interest rates expire forty-five (45) days after your adoption date*

Our Mission

Leading the state's efforts in
ensuring a secure water future
for Texas and its citizens

Board Members

Brooke T. Paup, Chairwoman | George B. Peyton V, Board Member | L'Oreal Stepney, Board Member
Jeff Walker, Executive Administrator

Entities receiving State Revolving Fund financial assistance for equivalency projects must meet state and federal requirements for DBE procurement. Recipients are required to show evidence of “Good Faith Effort” for all procurements. Additional information regarding this program can be found online or by contacting the TWDB Coordinator.

Prior to submitting draft documents, please provide to your TWDB financial analyst the dates for your bond ordinance adoption and preferred closing date. If you would like to schedule a closing conference call to go over the process, you may contact the TWDB financial analyst or Team Manager. Required closing documents and TWDB team contact information are shown below.

Required final closing documents:

- Bond Ordinance or Resolution adopting the issuance
- Attorney General Opinion (5 business days prior to closing)
- Comptroller’s Certificate (5 business days prior to closing)
- Semi-annual Debt Service Schedule
- Escrow Agreement, executed
- Financial Advisor’s Closing Instructions
- Paying Agent Agreement, executed
- Private Placement Memorandum – with all attachments
- TWDB Vendor Set-Up or Direct Deposit Form
- Blanket Issuer Letter of Representations (BLOR)
- Bond Counsel Opinion
- No Litigation Certificate
- No Arbitrage/Federal Tax Certificate
- Principal Forgiveness Agreement, executed (as required)
- Approved Outlay Report

Note: If a source of funds and/or price certificates are needed, please contact Loan-Closing-Team@twdb.texas.gov.

Our team looks forward to working with you to make this a successful project. Please include the project number listed above when sending correspondence related to this project. If you have any questions or seek additional information, you may contact any of the team members or me at joe.koen@twdb.texas.gov or 512-936-8169. Team members contact information:

Jason Ashbury, Engineer, 512-475-1758
Thomas Quick, Financial Analyst, 512-463-7971
Kylie Beard, Environmental Reviewer, 512-475-1786
Breann Hunter, Attorney, 512-463-8510
Jo Carol Bradshaw, DBE Coordinator, 512-463-4841

Sincerely,

Joe Koen
Team Manager/ Northeast Region

TQ/ds

Paul Sigle
March 29, 2023
Page 3

Enclosure: TWDB Resolution No. 23-019

cc via email: Gary Kimball, Specialized Public Finance Inc., garry@spfmuni.com
Kristen Savant, Norton Rose Fulbright, kristen.savant@nortonrosefulbright.com
Nichole Simms, Greater Texoma UA, nicholes@gtua.org
Jeff James P.E., Kimley Horn Inc., jeff.james@kimley-horn.com

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$7,145,000 TO THE GREATER TEXOMA UTILITY AUTHORITY
FROM THE CLEAN WATER STATE REVOLVING FUND
THROUGH THE PROPOSED PURCHASE OF
\$3,055,000 GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS,
PROPOSED SERIES 2023A (CITY OF WHITEWRIGHT PROJECT)
\$3,590,000 GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS,
PROPOSED SERIES 2023B (CITY OF WHITEWRIGHT PROJECT)
AND
\$500,000 IN PRINCIPAL FORGIVENESS

(23-019)

WHEREAS, the Greater Texoma Utility Authority (Authority), located in Grayson County, has filed an application for financial assistance in the amount of \$7,145,000 from the Clean Water State Revolving Fund (CWSRF) to finance the planning, acquisition, design, and construction of certain wastewater system improvements identified as Project No. 73916; and

WHEREAS, the Authority seeks financial assistance from the Texas Water Development Board (TWDB) through the TWDB's proposed purchase of \$3,055,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2023A (City of Whitewright Project), \$3,590,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2023B (City of Whitewright Project) (together with all authorizing documents, (Obligations)) and the execution of a Principal Forgiveness Agreement in an amount of \$500,000, all as is more specifically set forth in the application and in recommendations of the TWDB's staff; and

WHEREAS, the Authority has offered a pledge of contract revenue as sufficient security for the repayment of the Obligations; and

WHEREAS, the commitment is approved for funding under the TWDB's pre-design funding option, and initial and future releases of funds are subject to 31 TAC § 375.14; and

WHEREAS, the TWDB hereby finds:

1. that the revenue and/or taxes pledged by the Authority will be sufficient to meet all the Obligations assumed by the Authority, in accordance with Texas Water Code § 15.607;
2. that the application and assistance applied for meet the requirements of the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*, as well as state law, in accordance with Texas Water Code § 15.607;

3. that the Authority has adopted and implemented a water conservation program for the more efficient use of water that will meet reasonably anticipated local needs and conditions and that incorporates practices, techniques or technology prescribed by the Texas Water Code and TWDB's rules;
4. that the Authority has considered cost-effective, innovative, and nonconventional methods of treatment, in accordance with Texas Water Code § 15.007; and
5. that the City of Whitewright (City) meets the definition of a "Disadvantaged Community" in 31 TAC § 375.1(23) and is therefore eligible for principal forgiveness in the amount of \$341,602; that the City qualifies as a "small" or "rural" system as determined by the applicable IUP, and the project is therefore eligible for principal forgiveness in the amount of \$158,398 and funding with a reduced interest rate. The City is therefore eligible for principal forgiveness through the CWSRF in a total amount not to exceed \$500,000. Additionally, the City is eligible for funding as a small or rural disadvantaged community with a reduced interest rate of 0% in an amount not to exceed \$3,055,000.

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

A commitment is made by the TWDB to the Greater Texoma Utility Authority for financial assistance in the amount of \$7,145,000 from the Clean Water State Revolving Fund through the TWDB's proposed purchase of \$3,055,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2023A (City of Whitewright Project), \$3,590,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2023B (City of Whitewright Project), and execution of a Principal Forgiveness Agreement in the amount of \$500,000. This commitment will expire on September 30, 2023.

Such commitment is conditioned as follows:

Standard Conditions:

1. this commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that all of the requirements of the laws under which said Obligations were issued have been complied with; that said Obligations were issued in conformity with the Constitution and laws of the State of Texas; and that said Obligations are valid and binding obligations of the Authority;
3. this commitment is contingent upon the Authority's compliance with all applicable requirements contained in 31 TAC Chapter 375;

4. the Obligations must provide that the Authority agrees to comply with all of the conditions set forth in the TWDB Resolution, which conditions are incorporated herein;
5. the Obligations must provide that the Obligations can be called for early redemption on any date beginning on or after the first interest payment date which is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption;
6. the Authority, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the Authority's Obligations or obligated persons, will, at a minimum, regardless of the amount of the Obligations, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the Authority's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the Authority is an obligated person with respect to such bonds under SEC Rule 15c2-12;
7. the Obligations must contain a provision requiring the Authority to levy a tax and/or maintain and collect sufficient rates and charges, as applicable, to produce system funds in an amount necessary to meet the debt service requirements of all outstanding obligations and to maintain the funds established and required by the Obligations;
8. the Obligations must include a provision requiring the Authority to use any loan proceeds from the Obligations that are determined to be remaining unused funds, which are those funds unspent after the original approved project is completed, for enhancements to the original project that are explicitly approved by the Executive Administrator or if no enhancements are authorized by the Executive Administrator, requiring the Authority to submit a final accounting and disposition of any unused funds;
9. the Obligations must include a provision requiring the Authority to use any loan proceeds from the Obligations that are determined to be surplus funds remaining after completion of the project and completion of a final accounting in a manner as approved by the Executive Administrator;
10. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;

11. loan proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257;
12. loan proceeds shall not be used by the Authority when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The Obligations shall include an environmental indemnification provision wherein the Authority agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Authority, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law;
13. prior to closing, the Authority shall submit documentation evidencing the adoption and implementation of sufficient system rates and charges and/or the levy of an interest and sinking tax rate (if applicable) sufficient for the repayment of all system debt service requirements;
14. prior to closing, and if not previously provided with the application, the Authority shall submit executed contracts for engineering, and, if applicable, financial advisor and bond counsel contracts, for the project that are satisfactory to the Executive Administrator. Fees to be reimbursed under the contracts must be reasonable in relation to the services performed, reflected in the contract, and acceptable to the Executive Administrator;
15. prior to closing, when any portion of the financial assistance is to be held in escrow or in trust, the Authority shall execute an escrow or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;
16. the Executive Administrator may require that the Authority execute a separate financing agreement in form and substance acceptable to the Executive Administrator;
17. the Obligations must provide that the Authority will comply with all applicable TWDB laws and rules related to the use of the financial assistance;
18. the Obligations must provide that the Authority must comply with all conditions as specified in the final environmental finding of the Executive Administrator when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources;

19. the Obligations must contain a provision requiring the Authority to maintain insurance coverage sufficient to protect the TWDB's interest in the project;

Conditions Related to Tax-Exempt Status:

20. the Authority's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
21. the Authority's bond counsel opinion must also state that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
22. the Obligations must include a provision prohibiting the Authority from using the proceeds of this loan in a manner that would cause the Obligations to become "private activity bonds" within the meaning of section 141 of the Internal Revenue Code of 1986, as amended (Code) and the Treasury Regulations promulgated thereunder (Regulations);
23. the Obligations must provide that no portion of the proceeds of the loan will be used, directly or indirectly, in a manner that would cause the Obligations to be "arbitrage bonds" within the meaning of section 148(a) of the Code and Regulations, including to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) which produce a yield materially higher than the yield on the TWDB's bonds that are issued to provide financing for the loan (Source Series Bonds), other than Nonpurpose Investments acquired with:
 - a. proceeds of the TWDB's Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;
 - b. amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Regulations; and
 - c. amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Obligations, 125% of average annual debt service on the Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations;
24. the Obligations must include a provision requiring the Authority take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal

government in order to satisfy the requirements of section 148 of the Code. The Obligations must provide that the Authority will:

- a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and retain all records of such accounting for at least six years after the final Computation Date. The Authority may, however, to the extent permitted by law, commingle Gross Proceeds of its loan with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;
 - b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its loan, not less frequently than each Computation Date, in accordance with rules set forth in section 148(f) of the Code, section 1.148-3 of the Regulations, and the rulings thereunder. The Authority shall maintain a copy of such calculations for at least six years after the final Computation Date;
 - c. as additional consideration for the making of the loan, and in order to induce the making of the loan by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date;
 - d. exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (b) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations;
25. the Obligations must include a provision prohibiting the Authority from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes;
 26. the Obligations must provide that the Authority will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of section 149(b) of the Code;
 27. the transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the Authority's reasonable expectations regarding the use, expenditure and investment of the proceeds of the Obligations;

35. the Obligations and Principal Forgiveness Agreement must contain a covenant that the Authority will abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by 31 TAC § 375.3, 33 U.S.C. § 1388, and related State Revolving Fund Policy Guidelines;
36. the Obligations must contain language detailing compliance with the requirements set forth in 33 U.S.C. § 1382 *et seq.* related to maintaining project accounts containing financial assistance for planning, design, acquisition, or construction, as applicable, in accordance with generally accepted accounting principles (GAAP). These standards and principles also apply to the reporting of underlying infrastructure assets;
37. the Obligations must contain a covenant that the Authority shall abide by the prohibition on certain telecommunications and video surveillance services or equipment as required by 2 CFR § 200.216; and
38. the Authority shall submit, prior to the release of funds, a schedule of the useful life of the project components prepared by an engineer as well as a certification by the applicant that the average weighted maturity of the obligations purchased by the TWDB does not exceed 120% of the average projected useful life of the project, as determined by the schedule.

Clean Water State Revolving Fund Conditions:

39. the Authority shall pay at closing an origination fee approved by the Executive Administrator of the TWDB pursuant 31 TAC Chapter 375;
40. at the TWDB's option, the TWDB may fund the financial assistance under this Resolution with either available cash-on-hand or from bond proceeds. If the financial assistance is funded with available cash-on-hand, the TWDB reserves the right to change the designated source of funds to bond proceeds issued for the purpose of reimbursing funds used to provide the financial assistance approved in this Resolution; and
41. prior to release of funds for professional consultants including, but not limited to, the engineer, financial advisor, and bond counsel, as appropriate, the Authority must provide documentation that it has met all applicable state procurement requirements as well as all federal procurement requirements under the Disadvantaged Business Enterprises program; and
42. prior to release of funds for professional services related to architecture or engineering, including but not limited to contracts for program management, construction management, feasibility studies, preliminary engineering, design, engineering, surveying, mapping, or other architectural and engineering services as

defined in 40 U.S.C. § 1102(2)(A)–(C), the Authority must provide documentation that it has met all applicable federal procurement requirements as more specifically set forth in 40 U.S.C. § 1101 *et seq* and 33 U.S.C. § 1382(b)(14).

Pledge Conditions for the Loan:

43. upon request by the Executive Administrator, the Authority shall submit annual audits of contracting parties for the Executive Administrator's review;
44. the Obligations must contain a provision requiring the Authority to maintain and enforce the contracts with its customers so that revenues paid to the Authority by its customers are sufficient to meet the revenue requirements of the Authority's obligations arising from the operation of the water and sewer system;
45. the Obligations must contain a provision that the pledged contract revenues from the Authority may not be pledged to the payment of any additional parity obligations of the Authority secured by a pledge of the same contract revenues unless the Authority demonstrates to the Executive Administrator's satisfaction that the pledged contract revenues will be sufficient for the repayment of all Obligations and additional parity obligations; and
46. prior to closing, the Authority must submit executed contracts between the Authority and the contracting parties regarding the contract revenues pledged to the payment of the Authority's Obligations, in form and substance acceptable to the Executive Administrator. Such contracts shall include provisions consistent with the provisions of this Resolution regarding the contracting parties' annual audits, the setting of rates and charges and collection of revenues sufficient to meet the Authority's debt service obligations and additional parity obligations.

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

Special Conditions:

47. prior to closing, the Authority shall execute a Principal Forgiveness Agreement in a form and substance acceptable to the Executive Administrator; and
48. the Principal Forgiveness Agreement must include a provision stating that the Authority shall return any principal forgiveness funds that are determined to be surplus funds in a manner determined by the Executive Administrator

APPROVED and ordered of record this 9th Day of March, 2023.

TEXAS WATER DEVELOPMENT BOARD

Brooke T. Paup
Brooke T. Paup, Chairwoman

DATE SIGNED: 3/9/23

ATTEST:

Jeff Walker
Jeff Walker, Executive Administrator

FINAL

Greater Texoma Utility Authority

\$3,055,000 Contract Revenue Bonds, Series 2023A (CWSRF) - 0%

(City of Whitewright Project)

Closing 6/13/23

Debt Service Schedule

Part 1 of 2

Date	Principal	Coupon	Total P+I	Fiscal Total
06/13/2023	-	-	-	-
10/01/2024	105,000.00	-	105,000.00	-
09/30/2025	-	-	-	105,000.00
10/01/2025	105,000.00	-	105,000.00	-
09/30/2026	-	-	-	105,000.00
10/01/2026	105,000.00	-	105,000.00	-
09/30/2027	-	-	-	105,000.00
10/01/2027	105,000.00	-	105,000.00	-
09/30/2028	-	-	-	105,000.00
10/01/2028	105,000.00	-	105,000.00	-
09/30/2029	-	-	-	105,000.00
10/01/2029	105,000.00	-	105,000.00	-
09/30/2030	-	-	-	105,000.00
10/01/2030	105,000.00	-	105,000.00	-
09/30/2031	-	-	-	105,000.00
10/01/2031	105,000.00	-	105,000.00	-
09/30/2032	-	-	-	105,000.00
10/01/2032	105,000.00	-	105,000.00	-
09/30/2033	-	-	-	105,000.00
10/01/2033	105,000.00	-	105,000.00	-
09/30/2034	-	-	-	105,000.00
10/01/2034	105,000.00	-	105,000.00	-
09/30/2035	-	-	-	105,000.00
10/01/2035	100,000.00	-	100,000.00	-
09/30/2036	-	-	-	100,000.00
10/01/2036	100,000.00	-	100,000.00	-
09/30/2037	-	-	-	100,000.00
10/01/2037	100,000.00	-	100,000.00	-
09/30/2038	-	-	-	100,000.00
10/01/2038	100,000.00	-	100,000.00	-
09/30/2039	-	-	-	100,000.00
10/01/2039	100,000.00	-	100,000.00	-
09/30/2040	-	-	-	100,000.00
10/01/2040	100,000.00	-	100,000.00	-
09/30/2041	-	-	-	100,000.00
10/01/2041	100,000.00	-	100,000.00	-
09/30/2042	-	-	-	100,000.00
10/01/2042	100,000.00	-	100,000.00	-
09/30/2043	-	-	-	100,000.00
10/01/2043	100,000.00	-	100,000.00	-

2023 Whitewright CWSRF Is | Series 2023A | 5/10/2023 | 11:12 AM

FINAL

Greater Texoma Utility Authority

\$3,055,000 Contract Revenue Bonds, Series 2023A (CWSRF) - 0%

(City of Whitewright Project)

Closing 6/13/23

Debt Service Schedule

Part 2 of 2

Date	Principal	Coupon	Total P+I	Fiscal Total
09/30/2044	-	-	-	100,000.00
10/01/2044	100,000.00	-	100,000.00	-
09/30/2045	-	-	-	100,000.00
10/01/2045	100,000.00	-	100,000.00	-
09/30/2046	-	-	-	100,000.00
10/01/2046	100,000.00	-	100,000.00	-
09/30/2047	-	-	-	100,000.00
10/01/2047	100,000.00	-	100,000.00	-
09/30/2048	-	-	-	100,000.00
10/01/2048	100,000.00	-	100,000.00	-
09/30/2049	-	-	-	100,000.00
10/01/2049	100,000.00	-	100,000.00	-
09/30/2050	-	-	-	100,000.00
10/01/2050	100,000.00	-	100,000.00	-
09/30/2051	-	-	-	100,000.00
10/01/2051	100,000.00	-	100,000.00	-
09/30/2052	-	-	-	100,000.00
10/01/2052	100,000.00	-	100,000.00	-
09/30/2053	-	-	-	100,000.00
10/01/2053	100,000.00	-	100,000.00	-
09/30/2054	-	-	-	100,000.00
Total	\$3,055,000.00	-	\$3,055,000.00	-

Yield Statistics

Bond Year Dollars	\$47,746.50
Average Life	15.629 Years
Average Coupon	-
DV01	4,774.65
Net Interest Cost (NIC)	-
True Interest Cost (TIC)	-
Bond Yield for Arbitrage Purposes	1.5255611%
All Inclusive Cost (AIC)	0.1031495%

IRS Form 8038

Net Interest Cost	-
Weighted Average Maturity	15.629 Years

2023 Whitewright CWSRF Is | Series 2023A | 5/10/2023 | 11:12 AM

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Greater Texoma Utility Authority

\$3,590,000 Contract Revenue Bonds, Series 2023B (CWSRF)

(City of Whitewright Project)

Closing 6/13/23

Debt Service Schedule

Part 1 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
06/13/2023	-	-	-	-	-
10/01/2023	-	-	26,342.55	26,342.55	-
04/01/2024	-	-	43,904.25	43,904.25	-
09/30/2024	-	-	-	-	70,246.80
10/01/2024	90,000.00	1.810%	43,904.25	133,904.25	-
04/01/2025	-	-	43,089.75	43,089.75	-
09/30/2025	-	-	-	-	176,994.00
10/01/2025	90,000.00	1.600%	43,089.75	133,089.75	-
04/01/2026	-	-	42,369.75	42,369.75	-
09/30/2026	-	-	-	-	175,459.50
10/01/2026	90,000.00	1.600%	42,369.75	132,369.75	-
04/01/2027	-	-	41,649.75	41,649.75	-
09/30/2027	-	-	-	-	174,019.50
10/01/2027	90,000.00	1.600%	41,649.75	131,649.75	-
04/01/2028	-	-	40,929.75	40,929.75	-
09/30/2028	-	-	-	-	172,579.50
10/01/2028	95,000.00	1.600%	40,929.75	135,929.75	-
04/01/2029	-	-	40,169.75	40,169.75	-
09/30/2029	-	-	-	-	176,099.50
10/01/2029	95,000.00	1.600%	40,169.75	135,169.75	-
04/01/2030	-	-	39,409.75	39,409.75	-
09/30/2030	-	-	-	-	174,579.50
10/01/2030	95,000.00	1.600%	39,409.75	134,409.75	-
04/01/2031	-	-	38,649.75	38,649.75	-
09/30/2031	-	-	-	-	173,059.50
10/01/2031	100,000.00	1.600%	38,649.75	138,649.75	-
04/01/2032	-	-	37,849.75	37,849.75	-
09/30/2032	-	-	-	-	176,499.50
10/01/2032	100,000.00	1.600%	37,849.75	137,849.75	-
04/01/2033	-	-	37,049.75	37,049.75	-
09/30/2033	-	-	-	-	174,899.50
10/01/2033	100,000.00	1.600%	37,049.75	137,049.75	-
04/01/2034	-	-	36,249.75	36,249.75	-
09/30/2034	-	-	-	-	173,299.50
10/01/2034	105,000.00	1.730%	36,249.75	141,249.75	-
04/01/2035	-	-	35,341.50	35,341.50	-
09/30/2035	-	-	-	-	176,591.25
10/01/2035	105,000.00	1.970%	35,341.50	140,341.50	-
04/01/2036	-	-	34,307.25	34,307.25	-
09/30/2036	-	-	-	-	174,648.75

2023 Whitewright CWSRF Iss | Series 2023B | 5/10/2023 | 11:12 AM

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Greater Texoma Utility Authority

\$3,590,000 Contract Revenue Bonds, Series 2023B (CWSRF)

(City of Whitewright Project)

Closing 6/13/23

Debt Service Schedule

Part 2 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
10/01/2036	105,000.00	2.190%	34,307.25	139,307.25	-
04/01/2037	-	-	33,157.50	33,157.50	-
09/30/2037	-	-	-	-	172,464.75
10/01/2037	110,000.00	2.380%	33,157.50	143,157.50	-
04/01/2038	-	-	31,848.50	31,848.50	-
09/30/2038	-	-	-	-	175,006.00
10/01/2038	110,000.00	2.500%	31,848.50	141,848.50	-
04/01/2039	-	-	30,473.50	30,473.50	-
09/30/2039	-	-	-	-	172,322.00
10/01/2039	115,000.00	2.560%	30,473.50	145,473.50	-
04/01/2040	-	-	29,001.50	29,001.50	-
09/30/2040	-	-	-	-	174,475.00
10/01/2040	120,000.00	2.640%	29,001.50	149,001.50	-
04/01/2041	-	-	27,417.50	27,417.50	-
09/30/2041	-	-	-	-	176,419.00
10/01/2041	120,000.00	2.680%	27,417.50	147,417.50	-
04/01/2042	-	-	25,809.50	25,809.50	-
09/30/2042	-	-	-	-	173,227.00
10/01/2042	125,000.00	2.740%	25,809.50	150,809.50	-
04/01/2043	-	-	24,097.00	24,097.00	-
09/30/2043	-	-	-	-	174,906.50
10/01/2043	130,000.00	2.800%	24,097.00	154,097.00	-
04/01/2044	-	-	22,277.00	22,277.00	-
09/30/2044	-	-	-	-	176,374.00
10/01/2044	130,000.00	2.860%	22,277.00	152,277.00	-
04/01/2045	-	-	20,418.00	20,418.00	-
09/30/2045	-	-	-	-	172,695.00
10/01/2045	135,000.00	2.890%	20,418.00	155,418.00	-
04/01/2046	-	-	18,467.25	18,467.25	-
09/30/2046	-	-	-	-	173,885.25
10/01/2046	140,000.00	2.930%	18,467.25	158,467.25	-
04/01/2047	-	-	16,416.25	16,416.25	-
09/30/2047	-	-	-	-	174,883.50
10/01/2047	145,000.00	2.950%	16,416.25	161,416.25	-
04/01/2048	-	-	14,277.50	14,277.50	-
09/30/2048	-	-	-	-	175,693.75
10/01/2048	150,000.00	2.980%	14,277.50	164,277.50	-
04/01/2049	-	-	12,042.50	12,042.50	-
09/30/2049	-	-	-	-	176,320.00
10/01/2049	150,000.00	2.990%	12,042.50	162,042.50	-

2023 Whitewright CWSRF Iss | Series 2023B | 5/10/2023 | 11:12 AM

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Greater Texoma Utility Authority

\$3,590,000 Contract Revenue Bonds, Series 2023B (CWSRF)

(City of Whitewright Project)

Closing 6/13/23

Debt Service Schedule

Part 3 of 3

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/01/2050	-	-	9,800.00	9,800.00	-
09/30/2050	-	-	-	-	171,842.50
10/01/2050	155,000.00	3.000%	9,800.00	164,800.00	-
04/01/2051	-	-	7,475.00	7,475.00	-
09/30/2051	-	-	-	-	172,275.00
10/01/2051	160,000.00	3.010%	7,475.00	167,475.00	-
04/01/2052	-	-	5,067.00	5,067.00	-
09/30/2052	-	-	-	-	172,542.00
10/01/2052	165,000.00	3.020%	5,067.00	170,067.00	-
04/01/2053	-	-	2,575.50	2,575.50	-
09/30/2053	-	-	-	-	172,642.50
10/01/2053	170,000.00	3.030%	2,575.50	172,575.50	-
09/30/2054	-	-	-	-	172,575.50
Total	\$3,590,000.00	-	\$1,709,525.55	\$5,299,525.55	-

Yield Statistics

Bond Year Dollars	\$62,972.00
Average Life	17.541 Years
Average Coupon	2.7147392%
DV01	4,796.20
Net Interest Cost (NIC)	2.7147392%
True Interest Cost (TIC)	2.6787264%
Bond Yield for Arbitrage Purposes	1.5255611%
All Inclusive Cost (AIC)	2.7958427%

IRS Form 8038

Net Interest Cost	2.7147392%
Weighted Average Maturity	17.541 Years

2023 Whitewright CWSRF Iss | Series 2023B | 5/10/2023 | 11:12 AM

AGENDA ITEM XIII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 11, 2023

SUBJECT: AGENDA ITEM NO. XIII

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON AUTHORIZATION FOR GENERAL MANAGER TO ADVERTISE FOR BIDS FOR CITY OF WHITEWRIGHT WASTEWATER SYSTEM IMPROVEMENTS PROJECT.

ISSUE

Authorization for General Manager to advertise for bids for the City of Whitewright Wastewater System Improvements Projects.

BACKGROUND

The previous agenda item discussed funding for these projects.

OPTIONS/ALTERNATIVES

In the past the Board has customarily authorized the General Manager to proceed with advertising projects as soon as the engineering plans and specifications are complete.

CONSIDERATIONS

Authorizing the General Manager to advertise as soon as plans and specifications are complete will improve the efficiency of the process of completing the project.

STAFF RECOMMENDATIONS

The Authority Staff recommends that the Board authorize the General Manager to advertise for bids on any projects that are to be funded by the City of Whitewright Bonds.

AGENDA ITEM XIV



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 11, 2023

SUBJECT: AGENDA ITEM NO. XIV

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2023 (GOBER MUNICIPAL UTILITY DISTRICT PROJECT), INCLUDING THE ADOPTION OF A RESOLUTION APPROVING THE EXECUTION OF A CONTRACT OF INDEMNIFICATION WITH GOBER MUNICIPAL UTILITY DISTRICT AND APPROVING THE EXECUTION OF A FINANCING AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD IN CONNECTION THEREWITH.

ISSUE

Consider and act upon authorization to execute a Financing Agreement with Texas Water Development Board (“TWDB”) and a Contract of Indemnification with the Gober MUD.

BACKGROUND

The Gober MUD Board President, Jan Johnson, contacted the Authority General Manager requesting assistance in obtaining funding for improvements to the District’s water system. These improvements include construction of new water lines, electrical work, new generator, and a ground storage tank liner.

The Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) was selected as the funding source for these improvements. The DWSRF program offers below-market interest rates and is often the best source for funding projects of this nature.

In August of 2020, the Board of Directors approved a resolution authorizing an application for financial assistance with the Texas Water Development Board in the amount of \$830,000. Upon closing of the \$830,000 bond issue, Gober MUD went out for bids for the Waterline Improvements Project. The bids for the Waterline Improvements Project came in over budget and left no funds available for the Electrical Improvements Project.

Gober MUD’s Board of Directors has requested assistance in obtaining funding for the Electrical Improvements Project. After discussing the project with Gober MUD, Authority Staff has determined that funding through Texas Water Development Board’s Texas Water Development Fund (DFund) meets the needs of Gober MUD.

On April 6, 2023, TWDB committed to the Authority for financial assistance in a total amount of \$505,000.

CONSIDERATIONS

The TWDB requires Financing Agreements for its DFund Program. These agreements commit the Authority to the funding prior to the TWDB going to market to fund the entire DFund program. If the Authority does not end up pursuing the funding, then there are liquidated damage clauses that kick in and require a penalty payment. The TWDB does not want to issue debt for entities that are not planning to borrow it.

Kristen Savant, Bond Counsel, has drafted a Contract of Indemnification to accompany the Financing Agreement. The Contract of Indemnification would be executed between Gober MUD and the Authority. The primary goal of



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

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that contract is to make Gober MUD liable for the liquidated damages should they decide not to go forward with the Bonds.

STAFF RECOMMENDATIONS

The Authority Staff recommends that the Board authorize the execution of the Contract of Indemnification. In addition, the staff recommends authorization to execute the Financing Agreement contingent upon the Gober MUD's approving and executing the Contract of Indemnification.

ATTACHMENTS

TWDB Financing Agreement



FINANCING AGREEMENT

This FINANCING AGREEMENT (Agreement) is entered into between the TEXAS WATER DEVELOPMENT BOARD (TWDB), an agency of the State of Texas (State), and the Greater Texoma Utility Authority (Authority), a political subdivision of the State. The TWDB and the Authority may be referred to as the “Party or the Parties” in this Agreement.

RECITALS

WHEREAS, the TWDB adopted 23-025 23-025 (Attachment A referred to as the Resolution) on April 6, 2023 making a commitment to the Authority for financial assistance in a total amount of \$505,000 (TWDB Commitment) from the Financial Assistance Account of the Development Fund II (DFund II) administered by the TWDB; and

WHEREAS, through this Agreement, the Authority intends to sell to the TWDB the Authority’s \$505,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2023 (Authority Bonds) for the TWDB’s financial assistance from DFund II, as further described in Attachment B; and

WHEREAS, DFund II is funded, in part, with proceeds of the TWDB’s Water Financial Assistance Bonds (TWDB Bonds) authorized under Texas Water Code § 17.959 and Texas Constitution, Article III, Sections 49-d-8, 49-d-9, 49-d-11, and money received as repayment of financial assistance provided from DFund II which is used to pay the principal and interest on such TWDB Bonds, and

WHEREAS, the Resolution provides that funding the TWDB Commitment is contingent on a future sale of TWDB Bonds or on the availability of funds on hand; and

WHEREAS, the TWDB intends to provide financial assistance from DFund II to the Authority with proceeds of TWDB Bonds designated by the TWDB; and

WHEREAS, the TWDB and the Authority desire to enter into this Agreement to set forth the obligations of the Parties with respect to the TWDB providing financial assistance to the Authority consistent with the desire of the TWDB to issue TWDB Bonds to provide money for DFund II.

NOW, THEREFORE, for and in consideration of the promises and the mutual covenants contained in this Agreement, the TWDB and the Authority agree as follows:

AGREEMENT

SECTION 1. MUTUAL COMMITMENT. As further described in the Resolution, the TWDB committed to the Authority and the Authority hereby commits to borrow from the TWDB an amount not to exceed \$505,000 from DFund II to be evidenced by the issuance and delivery of Authority Bonds to the TWDB consistent with the terms and conditions described in this Agreement, Attachment A and Attachment B.

SECTION 2. TRANSACTION SCHEDULE AND PRICING. By execution of this Agreement, the Authority acknowledges and represents that it has a current need for financial assistance from the TWDB and will take all necessary steps to issue and deliver the Authority Bonds to evidence the TWDB Commitment described in Section 1. The Authority further acknowledges and understands that the TWDB is entering into this Agreement for the sole purpose of issuing TWDB Bonds to fund the TWDB Commitment described in the Resolution and in this Agreement. The Authority acknowledges that the TWDB Bonds, the subject of this Agreement, are being issued for the purpose of funding the Authority's requested financial assistance.

With respect to the Authority Bonds and the TWDB Bonds, the Parties agree to structure such public securities in a manner that will allow for substantially similar terms, redemption provisions, and related matters to allow the TWDB to timely pay the entire amount of debt service on the TWDB Bonds. To confirm the terms of the Authority Bonds and TWDB Bonds, the Authority must execute this Agreement. The foregoing notwithstanding, the TWDB consents to early redemption, or prepayment, of the Authority Bonds, as provided for in this Agreement and the accompanying TWDB Resolution attached as Attachment A. The Authority Bonds may be prepaid by the Authority on any date beginning on or after the first scheduled interest payment date that occurs no earlier than 10 years from the dated date of the Authority Bonds.

In order to mutually assure the performance of the Parties under this Agreement, the Parties agree that the issuance and delivery of the Authority's Bonds to TWDB must occur not later than October 19, 2023 (Delivery Deadline). Failure by the Authority to issue and deliver to the TWDB the Authority's Bonds will result in the Authority being liable to the TWDB for the stipulated damages agreed to by the Parties in Section 3 of this Agreement.

SECTION 3. BREACH OF AGREEMENT, LIQUIDATED DAMAGES.

- A. The Authority understands and agrees that TWDB will incur severe and irreparable damages if the Authority's Bonds are not issued and delivered by the Delivery Deadline. The Authority will be in breach of this Agreement if the Authority fails to issue and deliver to the TWDB the Authority's Bonds under the terms of this Agreement, on or before the Delivery Deadline.

- B. In the event of the breach described in Section 3A, the Parties agree that quantifying the TWDB's losses arising from the Authority's failure to issue and deliver its bonds to the TWDB is inherently difficult. The Parties therefore stipulate that the sum agreed upon for liquidated damages is not a penalty, but rather a reasonable measure of damages based on the Parties' respective experience in the industry and the nature of the TWDB's losses that may result from the Authority's failure to issue and deliver its bonds to the TWDB. In recognition of the difficulties thereof, if the Authority fails to issue and deliver to the TWDB the Authority's bonds by the Delivery Deadline, the Authority agrees to pay from lawfully available funds \$45,565. The Authority is obligated to pay such costs to the TWDB no later than January 17, 2024.

SECTION 4. AMORTIZATION AND FINAL REPAYMENT STRUCTURE.

The Authority must provide the TWDB a maturity schedule in the form set forth in Attachment B at the time of execution of this Agreement. This Agreement must be fully executed by both Parties no later than June 6, 2023. The principal maturity amounts in Attachment B may be revised for the purposes of level debt service, subject to the approval by the Executive Administrator of the TWDB at any time prior to June 13, 2023, with no penalty to be incurred by the Authority. A final amortization schedule adopted by the Authority as included in the Authority's private placement memorandum and Authority Bond resolution must reflect the final repayment schedule as approved by the Executive Administrator of the TWDB, which in no event will be later than June 13, 2023.

SECTION 5. CONTINGENCIES AND TERMINATION.

- A. The Parties agree that the TWDB's obligation to purchase the Authority's securities with proceeds from DFund II is contingent upon the TWDB receiving all legally required approvals for the issuance of the TWDB Bonds, from the Legislative Budget Board, the Bond Review Board, and the Texas Attorney General, as applicable. The TWDB's obligation to purchase the Authority's securities to fulfill the commitment described in Section 1 of this Agreement with proceeds of TWDB bonds is also contingent upon the purchase and delivery of TWDB Bond proceeds by the underwriters pursuant to the Bond Purchase Agreement relating to the TWDB Bonds.

Accordingly, if any contingency described in the preceding paragraph above is unmet, the TWDB, upon delivery of written notice thereof to the Authority, may extend or terminate this Agreement together with all of its obligations and duties hereunder without incurring any cost, fee, or penalty for either the TWDB or the Authority.

- B. The Parties agree that the Authority's obligation to issue and deliver the Authority's Bonds is contingent upon approval by the Texas Attorney General of the Authority's Bonds. The Authority agrees to use its best efforts to obtain approval by the Texas Attorney General of the Authority's Bonds to satisfy the delivery and issuance

requirements set forth in Section 2 of this Agreement. To this end, the Authority agrees as follows:

- (1) The Authority must timely file the transcript of proceedings for the Authority Bonds with the Texas Attorney General;
- (2) The Authority must comply with the requirements and conditions contained in the Resolution;
- (3) The Authority must provide the TWDB with a copy of the preliminary approval letter from the Texas Attorney General promptly upon receipt;
- (4) The Authority must provide the TWDB with a copy of its responses to the preliminary approval letter concurrently with the submission of such responses to the Texas Attorney General; and
- (5) The Authority must allow TWDB to brief the Texas Attorney General on any issues noted in the preliminary approval letter and initiate or participate in conferences with the Texas Attorney General related to the approval of the Authority's Bonds.

Accordingly, if after the Authority employs its best efforts to obtain approval by the Texas Attorney General and such approval cannot be obtained, as a matter of law, the TWDB may at its sole discretion terminate this Agreement. Upon termination by the TWDB, the Authority will pay, from any of its lawfully available funds, the agreed-upon liquidated damages as provided by Section 3B, no later than November 8, 2022.

SECTION 6. REDEMPTION OF OUTSTANDING DEBT. Proceeds of the Authority's bonds will not be used, in whole or in part, to redeem outstanding bonds, commercial paper, or other obligations issued by the Authority without prior written approval by the Development Fund Manager. The Authority agrees that it will not take or fail to take any action that will cause the TWDB Bonds to be considered to be advance refunding bonds under Section 149(d) of the Internal Revenue Code of 1986, as amended.

SECTION 7. NOTICES. All notices, agreements or other communications required by this Agreement will be given, and will be deemed given, when delivered in writing to the address, facsimile, or email of the identified Party or Parties set forth below:

Texas Water Development Board Development Fund Manager P.O. Box 13231 Austin, Texas 78711-3231 Telephone (512) 475-4584 Facsimile (512) 475-2053	Greater Texoma Utility Authority Attn: Nichole Sims Murphy, Project Coordinator P.O. Box 6 Gober, Texas 75443-0101 Telephone: (903) 786-4433 E-mail: nicholes@gtua.org
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SECTION 8. SEVERABILITY. In the event any provision of this Agreement is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate, render unenforceable or otherwise affect any other provisions hereof.

SECTION 9. AMENDMENTS, SUPPLEMENTS AND MODIFICATIONS. Other than the contingencies allowed under Section 5, this Agreement may be amended, supplemented, or modified only in a writing executed by duly authorized representatives of the Parties. The Parties agree that amendments to this Agreement pursuant to Section 4, however, to revise principal maturity amounts to level debt service as approved by the Executive Administrator, may be made without an amendment to this Agreement.

SECTION 10. APPLICABLE LAW. This Agreement and any amendments will be governed by and construed in accordance with the laws of the State of Texas.

SECTION 11. STATE AUDIT. By executing this Agreement and delivering the Authority Bonds the Authority accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all state funds received pursuant to this Agreement. The Authority must comply with any directive from the Texas State Auditor and will cooperate in any such investigation or audit. The Authority agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The Authority also agrees to include a provision in any contract or subcontract related to this Agreement that requires the contractor and the subcontractor to submit to audits and investigations by the Texas State Auditor's Office in connection with any state funds received pursuant to the contract or subcontract.

SECTION 12. FORCE MAJEURE. Either Party to this Agreement may be excused from performance under this contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, or epidemic, provided that the Party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the Party's control to ensure performance and to shorten the duration of the event of Force Majeure. The Party suffering an event of Force Majeure must provide notice of the event to the other Party as soon as practicable but not later than five

business days after the event. Subject to this provision, such nonperformance will not be deemed a breach or a ground for termination.

SECTION 13. EFFECTIVE DATE. This Agreement is effective as of the date of the last signature below.

SECTION 14. BINDING AGREEMENT. The execution of this Agreement has been authorized by the governing boards of both Parties. The individuals executing this Agreement have the legal authority to bind each respective Party to the terms and conditions of this Agreement. The respective commitments of the TWDB and the Authority set forth above is binding upon the TWDB and the Authority upon both Parties' execution of this Agreement.

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EXECUTED in multiple counterparts, each of which shall be deemed to be an original.

GREATER TEXOMA UTILITY AUTHORITY

By: _____

Name: Paul Sigle

Title: General Manager

Date: _____

TEXAS WATER DEVELOPMENT BOARD

By: _____

Name: Jeff Walker

Title: Executive Administrator

Date: _____

ATTACHMENT A

TWDB RESOLUTION NO. 23-025

**A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE IN THE AMOUNT OF
\$505,000 TO GREATER TEXOMA UTILITY AUTHORITY
FROM THE FINANCIAL ASSISTANCE ACCOUNT OF
THE TEXAS WATER DEVELOPMENT FUND II
THROUGH THE PROPOSED PURCHASE OF
\$505,000 GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS
PROPOSED SERIES 2023 (GOBER MUD PROJECT)**

(23-025)

WHEREAS, the Greater Texoma Utility Authority, located in Fannin County, Texas, Authority, has filed an application for financial assistance in the amount of \$505,000 from the Financial Assistance Account of the Texas Water Development Fund II, established by Texas Water Code § 17.959, to finance water system improvements, identified as Project No. 21815; and

WHEREAS, the Authority seeks financial assistance from the Texas Water Development Board (TWDB) in the amount of \$505,000 through the TWDB's purchase of \$505,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2023 (Gober MUD Project) (together with all authorizing documents (Obligations)), all as is more specifically set forth in the application and in recommendations of the TWDB's staff; and

WHEREAS, the Authority has offered a pledge of contract revenue as sufficient security for the repayment of the Obligations; and

WHEREAS, in accordance with Texas Water Code § 17.124, the TWDB has considered all matters required by law and in particular the following:

1. the needs of the area to be served by the water supply project, the benefit of the water supply project to the area, the relationship of the water supply project to the overall, statewide water needs, and the relationship of the water supply project to the approved regional and state water plans; and
2. the availability of revenue to the Authority, from all sources, for the ultimate repayment of the cost of the water supply project, including interest.

WHEREAS, the TWDB hereby finds:

1. that the public interest requires state assistance in the water supply project, in accordance with Texas Water Code § 17.125(a)(1);
2. that in its opinion the tax and/or revenue pledged by the Authority will be sufficient to meet all the Obligations assumed by the Authority during the succeeding period of not more than 50 years, in accordance with Texas Water Code § 17.125(a)(2);

3. that the Authority, a wholesale supplier of water, has adopted a resolution affirming that it will cooperate and coordinate with its retail providers to implement a water conservation program that will result in the more efficient use of water, that will meet reasonably anticipated local needs and conditions and that will incorporate those practices, techniques or technologies prescribed by the Texas Water Code and TWDB's rules;
4. that the application and financial assistance requested meet the requirements of Chapter 17, Subchapters D, E, and L, Water Code, and the TWDB's rules set forth in 31 TAC Chapter 363, Subchapter A;
5. that the TWDB has approved a regional water plan for the region of the state that includes the area benefiting from the project and the needs to be addressed by the project will be addressed in a manner that is consistent with the approved regional and state water plans, as required by Texas Water Code § 16.053(j); and
6. that the current water audit required by Texas Water Code § 16.0121 has been completed by the Gober Municipal Utility District and filed with the TWDB, in accordance with Texas Water Code § 16.053(j).

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

A commitment is made by the TWDB to the Greater Texoma Utility Authority for financial assistance in the amount of \$505,000 from the Financial Assistance Account of the Texas Water Development Fund II, to be evidenced by the TWDB's purchase of \$505,000 Greater Texoma Utility Authority Contract Revenue Bonds, Proposed Series 2023 (Gober MUD Project). This commitment will expire on October 31, 2023.

Such commitment is conditioned as follows:

Standard Conditions:

1. this commitment is contingent on a future sale of bonds by the TWDB or on the availability of funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that the Authority has complied with all of the requirements of the laws under which said Obligations were issued; that said Obligations were issued in conformity with the Constitution and laws of the State of Texas; and that said Obligations are valid and binding obligations of the Authority;
3. this commitment is contingent upon the Authority's compliance with all applicable laws, rules, policies, and guidance (as these may be amended from time to time to

adapt to a change in law, in circumstances, or any other legal requirement), including but not limited to 31 TAC Chapter 363;

4. the Obligations must provide that the Obligations can be called for early redemption (Early Redemption) only in inverse order of maturity, and on any date beginning on or after the first interest payment date which is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption;
5. the Obligations must include a provision wherein the Authority, or an obligated person for whom financial or operating data is presented to the TWDB in the application for financial assistance either individually or in combination with other issuers of the Authority's Obligations or obligated persons, will, at a minimum, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission (SEC) in 17 CFR § 240.15c2-12 (Rule 15c2-12) and determined as if the TWDB were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the TWDB and the beneficial owners of the Authority's Obligations, if the TWDB sells or otherwise transfers such Obligations, and the beneficial owners of the TWDB's bonds if the Authority is an obligated person with respect to such bonds under SEC Rule 15c2-12;
6. the Obligations must include a provision requiring the City to use any surplus loan proceeds from the Obligations remaining after completion of a final accounting in a manner as approved by the Executive Administrator; and
8. the Obligations must contain a provision that the TWDB may exercise all remedies available to it in law or equity, and any provision of the Obligations that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect;
9. financial assistance proceeds are public funds and, as such, the Obligations must include a provision requiring that these proceeds shall be held at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Government Code, Chapter 2256 and the Public Funds Collateral Act, Government Code, Chapter 2257;
10. financial assistance proceeds shall not be used by the Authority when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The Obligations shall include an environmental indemnification provision wherein the Authority agrees to indemnify, hold harmless and protect the TWDB from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Authority, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law;

11. prior to closing, the Authority shall submit documentation evidencing the adoption and implementation of sufficient system rates and charges or, if applicable, the levy of an interest and sinking tax rate sufficient for the repayment of all system debt service requirements;
12. prior to closing, and if required under the TWDB's financial assistance program and not previously provided with the application, the Authority shall submit an executed engineering contract as appropriate for the project scope of work, and an executed financial advisor contract and executed bond counsel contract as appropriate for the work to be performed in obtaining the TWDB's financial assistance for the project, in a form and substance that are satisfactory to the Executive Administrator. Fees to be reimbursed under any consulting contract must be reasonable in relation to the services performed, must be reflected in the contract, and must be acceptable to the Executive Administrator;
13. prior to closing, when any portion of financial assistance proceeds are to be held in escrow or in trust, the Authority shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB;
14. the Executive Administrator may require that the Authority execute a separate financing agreement in form and substance acceptable to the Executive Administrator;
15. the Authority shall abide by all applicable construction contract requirements related to the use of iron and steel products produced in the United States, as required by Texas Government Code, Chapter 2252, Subchapter F and Texas Water Code § 17.183;
16. the Authority must immediately notify TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition);

Conditions Related To Tax-Exempt Status:

17. prior to closing, the Authority's bond counsel must prepare a written opinion that states that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
18. prior to closing, the Authority's bond counsel must prepare a written opinion that states that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
19. the Obligations must include a provision prohibiting the Authority from using the proceeds of this financial assistance in a manner that would cause the Obligations to become "private activity bonds" within the meaning of § 141 of the Internal Revenue

Code of 1986, as amended (Code) and the Treasury Regulations promulgated thereunder (Regulations);

20. the Obligations must provide that no portion of the proceeds of the loan will be used, directly or indirectly, in a manner that would cause the Obligations to be “arbitrage bonds” within the meaning of § 148(a) of the Code and Regulations, including to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) that produce a yield materially higher than the yield on the TWDB’s bonds that are issued to provide financing for the loan (Source Series Bonds), other than Nonpurpose Investments acquired with:
 - a. proceeds of the TWDB’s Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;
 - b. amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the Regulations; and
 - c. amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Obligations, 125% of average annual debt service on the Obligations, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations;

21. the Obligations must include a provision requiring the Authority take all necessary steps to comply with the requirement that certain amounts earned on the investment of gross proceeds of the Obligations be rebated to the federal government in order to satisfy the requirements of § 148 of the Code. The Obligations must provide that the Authority will:
 - a. account for all Gross Proceeds, as defined in the Code and Regulations, (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and retain all records of such accounting for at least six years after the final Computation Date. The Authority may, however, to the extent permitted by law, commingle Gross Proceeds of its loan with other money of the Authority, provided that the Authority separately accounts for each receipt and expenditure of such Gross Proceeds and the obligations acquired therewith;
 - b. calculate the Rebate Amount, as defined in the Code and Regulations, with respect to its loan, not less frequently than each Computation Date, in accordance with rules set forth in § 148(f) of the Code, § 1.148-3 of the Regulations, and the rulings thereunder. The Authority shall maintain a copy of such calculations for at least six years after the final Computation Date;

- c. as additional consideration for the making of the loan, and in order to induce the making of the loan by measures designed to ensure the excludability of the interest on the TWDB's Source Series Bonds from the gross income of the owners thereof for federal income tax purposes, pay to the United States the amount described in paragraph (b) above within 30 days after each Computation Date;
 - d. exercise reasonable diligence to assure that no errors are made in the calculations required by paragraph (b) and, if such error is made, to discover and promptly to correct such error within a reasonable amount of time thereafter, including payment to the United States of any interest and any penalty required by the Regulations;
22. the Obligations must include a provision prohibiting the Authority from taking any action that would cause the interest on the Obligations to be includable in gross income for federal income tax purposes;
 23. the Obligations must provide that the Authority will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of § 149(b) of the Code;
 24. the Obligations must contain a covenant that the Authority will refrain from using the proceeds of the Obligations to pay debt service on another issue of obligations of the borrower in contravention of section 149(d) of the Code (related to "advance refundings");
 25. the transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the Authority's reasonable expectations regarding the use, expenditure and investment of the proceeds of the Obligations;
 26. the transcript must include evidence that the information reporting requirements of § 149(e) of the Code will be satisfied. This requirement may be satisfied by filing an IRS Form 8038 with the Internal Revenue Service. In addition, the applicable completed IRS Form 8038 or other evidence that the information reporting requirements of § 149(e) have been satisfied must be provided to the Executive Administrator within fourteen (14) days of closing. The Executive Administrator may withhold the release of funds for failure to comply;
 27. the Obligations must provide that neither the Authority nor a related party thereto will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Obligations to be acquired from the Authority by the TWDB;

Pledge Conditions For The Loan:

28. upon request by the Executive Administrator, the Authority shall submit annual audits of contracting parties for the Executive Administrator's review;

29. the Obligations must contain a provision requiring the Authority to maintain and enforce the contracts with its customers so that the revenues paid to the Authority by its customers are sufficient to meet the revenue requirements of the Authority's obligations arising from the operation of the water and sewer system;
30. the Obligations must contain a provision that the pledged contract revenues from the Authority may not be pledged to the payment of any additional parity obligations of the Authority secured by a pledge of the same contract revenues unless the Authority demonstrates to the Executive Administrator's satisfaction that the pledged contract revenues will be sufficient for the repayment of all Obligations and additional parity obligations;
31. prior to closing, the Authority must submit executed contracts between the Authority and the contracting parties regarding the contract revenues pledged to the payment of the Authority's Obligations, in form and substance acceptable to the Executive Administrator. Such contracts shall include provisions consistent with the provisions of this Resolution regarding the contracting parties' annual audits, the setting of rates and charges and collection of revenues sufficient to meet the Authority's debt service obligations and additional parity obligations;

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

Special Condition:

32. prior to closing: (a) the Authority must adopt and implement the water conservation program approved by the TWDB; and (b) the Authority must include in its contract with the Contracting Parties a requirement that the Contracting Parties adopt a water conservation plan that complies with TWDB rules and that is approved by the Authority. If this requirement is to be included in an existing water or wastewater service contract, it may be included at the earliest of the renewal or substantial amendment of that contract, or by other appropriate measures.

APPROVED and ordered of record this, the 6th day of April 2023.

TEXAS WATER DEVELOPMENT BOARD

Brooke T. Paup

Brooke T. Paup, Chairwoman

DATE SIGNED: 4/6/23

ATTEST:

Jeff Walker
Jeff Walker, Executive Administrator

ATTACHMENT B

DESCRIPTION OF BORROWER BONDS

Title of Borrower Bonds: \$505,000 Greater Texoma Utility Authority Contract Revenue Bonds, Series 2023 (Gober MUD)

Project Name: GTUA (Gober MUD) Project

Project Number: 21815

Aggregate Principal Amount of Borrower Bonds: \$505,000

Anticipated Closing Date: 05/30/2023

Dated Date: 05/30/2023

First Principal Payment Date: 6/1/2024

First Interest Payment Date: 12/1/2023

Maturity Schedule:

Maturity Date	Principal Payment	Maturity Date	Principal Payment
6/1/2024	\$ 15,000	6/1/2039	\$ 15,000
6/1/2025	10,000	6/1/2040	15,000
6/1/2026	10,000	6/1/2041	15,000
6/1/2027	10,000	6/1/2042	20,000
6/1/2028	10,000	6/1/2043	20,000
6/1/2029	10,000	6/1/2044	20,000
6/1/2030	10,000	6/1/2045	20,000
6/1/2031	10,000	6/1/2046	20,000
6/1/2032	10,000	6/1/2047	20,000
6/1/2033	10,000	6/1/2048	25,000
6/1/2034	15,000	6/1/2049	25,000
6/1/2035	15,000	6/1/2050	25,000
6/1/2036	15,000	6/1/2051	25,000
6/1/2037	15,000	6/1/2052	30,000
6/1/2038	15,000	6/1/2053	30,000

AGENDA ITEM XV



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 11, 2023

SUBJECT: AGENDA ITEM NO. XV

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER ALL MATTERS INCIDENT AND RELATED TO THE GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS, SERIES 2023 (WHITE SHED WATER SUPPLY CORPORATION PROJECT), INCLUDING THE ADOPTION OF A RESOLUTION APPROVING THE EXECUTION OF A CONTRACT OF INDEMNIFICATION WITH WHITE SHED WATER SUPPLY CORPORATION AND APPROVING THE EXECUTION OF A FINANCING AGREEMENT WITH THE TEXAS WATER DEVELOPMENT BOARD IN CONNECTION THEREWITH.

ISSUE

Consider and act upon authorization to execute a Financing Agreement with Texas Water Development Board (“TWDB”) and a Contract of Indemnification with the White Shed WSC.

BACKGROUND

The White Shed WSC Board President, Jodie Gibbs, contacted the Authority General Manager requesting assistance in obtaining funding for a new well and elevated storage tank project for White Shed’s water system. Authority Staff meet with members of the White Shed WSC Board of Directors to discuss possible funding opportunities and White Shed has requested assistance from GTUA in providing funding for the water project.

After discussing the project with White Shed WSC, Authority Staff has determined that funding through Texas Water Development Board’s Texas Water Development Fund (DFund) meet the needs of White Shed WSC. On April 6, 2023, TWDB committed to the Authority for financial assistance in a total amount of \$3,500,000.

CONSIDERATIONS

The TWDB requires Financing Agreements for its DFund Program. These agreements commit the Authority to the funding prior to the TWDB going to market to fund the entire DFund program. If the Authority does not end up pursuing the funding, then there are liquidated damage clauses that kick in and require a penalty payment. The TWDB does not want to issue debt for entities that are not planning to borrow it.

Kristen Savant, Bond Counsel, has drafted a Contract of Indemnification to accompany the Financing Agreement. The Contract of Indemnification would be executed between White Shed WSC and the Authority. The primary goal of that contract is to make White Shed WSC liable for the liquidated damages should they decide not to go forward with the Bonds.

STAFF RECOMMENDATIONS

The Authority Staff recommends that the Board authorize the execution of the Contract of Indemnification. In addition, the staff recommends authorization to execute the Financing Agreement contingent upon the White Shed WSC’s approving and executing the Contract of Indemnification.

AGENDA ITEM XVI



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 11, 2023

SUBJECT: AGENDA ITEM NO. XVI

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON THE GUARANTEED MAXIMUM PRICE TWO (GMP 2.00) FOR GARNEY COMPANIES, INC. FOR THE CITY OF SHERMAN 36-INCH WEST SHERMAN WATER MAIN PROJECT.

ISSUE

Consider and act upon the Guaranteed Maximum Price Two (GMP 2.00) for Garney Companies, Inc. for the City of Sherman 36 Inch West Water Main Project.

BACKGROUND

The City of Sherman is executing a major infrastructure improvements program to meet the fast-growing needs of the city including industrial, commercial, and residential users. The city needs to complete certain key infrastructure projects to meet the planned industrial expansion needs of significant industrial users before 2025. At this time, this includes water treatment plant expansion, pump station, transmission pipeline, elevated storage tank, and wastewater treatment plant expansion.

GTUA and the City of Sherman selected Garney as Construction Manager At Risk (CMAR) for the installation of a new 36-inch diameter water main from the water treatment plant, through the western portion of the City, and down to the southern portion of the City.

Garney has received bids for the first bid package consisting of procurement for pipe, combination air valves, and butterfly and transfer valves in March. Based on the scoring, Ferguson Waterworks was selected to provide the butterfly and transfer valves, and Fortiline, Inc. was selected to provide the combination air valves. The City decided to rebid the pipe at a later date. Based on the proposal, Garney established a Guaranteed Maximum Price One (GMP 1.00) for this bid package at \$1,104,891.20.

CONSIDERATIONS

Garney, City of Sherman, and the Authority accepted bids for early work items for the City of Sherman 36-inch West Sherman Water Main Project on April 20, 2023 for construction staking, SWPPP installation and inspection, tunnel installation, clearing, and temporary gates. Below are the scores for the submitted bids.

SOV	Scope	Company	Points
2.01	Construction Survey	Gorrondona	96.00
2.02	SWPPP	Trinity Green	98.00
2.03	Tunnels	LP Sundance	98.33
		AR Daniels	86.22
2.04	Clearing and Temp Gates	AL Helmcamp	92.00

Garney proposes to establish the Guaranteed Maximum Price (GMP) for this bid package at \$8,846,863.41. Below is a breakdown of the total contract amount for this project.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

Guaranteed Maximum Price (GMP)				
Preconstruction	CMAR COSF - Preconstruction	Preconstruction Service Fee: COSF	\$396,248.00	\$396,248.00
Procurement	CMAR COSF - Procurement	Procurement Service Fee: COSF	\$192,350.00	\$192,350.00
Preconstruction	CMAR COSD - Preconstruction	Preconstruction Service Fee: COSD	\$183,000.00	\$183,000.00
Procurement	CMAR COSD - Procurement	Procurement Service Fee: COSD	\$95,000.00	\$95,000.00
GMP 1	Cost of Work	Direct Cost of Work / Material	\$928,480.00	\$928,480.00
GMP 2	Cost of Work	Direct Cost of Work / Material	\$7,434,339.00	\$7,434,339.00
CMAR	CMAR Contract - Construction	Construction Services (CMAR) GC Multiplier	\$543,583.24	\$543,583.24
CMAR	CMAR Contract - Construction	Construction Services (CMAR) Fee	\$794,467.81	\$794,467.81
CMAR	CMAR Contract - Construction	CMAR Contingency	\$250,884.57	\$250,884.57
Total Contract Amount to Date				\$10,818,352.61
COS - Preconstruction Cost				\$866,598.00
COS - WWM Construction Cost				\$9,951,754.61

STAFF RECOMMENDATIONS

The Authority Staff recommends authorizing the General Manager to approve the GMP 2.00 for Garney in the amount of \$8,846,863.41 for a total contract amount of \$10,818,352.61. This item is contingent on the City of Sherman’s approval.

ATTACHMENTS

Garney Construction GMP Letter 2.00



Tom Pruitt, P.E.
City of Sherman
220 W. Mulberry St.
Sherman, TX 75091

5/5/2023

RE: 36" West Water Main – GMP 2.00

Mr. Pruitt,

In accordance with the Agreement between Garney Companies, Inc. and Greater Texoma Utility Authority (GTUA) on behalf of City of Sherman, Garney is pleased to provide the below information and attached documentation to establish the progressive Guaranteed Maximum Price for City of Sherman – 36" West Water Main– Bid Package 2.00 – Pipeline Material Supply.

Garney proposes to establish the Guaranteed Maximum Price (GMP) for this bid package at \$8,846,863.41. This GMP Proposal includes the work and installation of the following scopes to support future GMP proposals and the installation of the Water Pipeline.

- SOV 2.01 – Construction Staking
- SOV 2.02 – SWPPP Installation and Inspections
- SOV 2.03 – Tunnel Installation
- SOV 2.04 – Clearing and Temporary Gates

This GMP proposal is for the early works listed above in adherence to the bid documents. The above scopes of work will be subcontracted by Garney Construction within the requirements of the Agreement for the CMAR Project. These scopes may have coordination with future procurements in forthcoming GMP proposals. Also included in this proposal is the cost for the CMAR management.

The procurement scope included in this GMP proposal includes the above scopes of work as identified in the plans and specifications made available to Garney for the purpose of procurement. These plans and specifications are generally referred to as the "36-inch West Sherman Water Main – March 2023 – 90% Submittal" and "Greater Texoma Utility Authority on behalf of City of Sherman Bidding Documents for 36-inch West Sherman Water Main – Bid Package 2.00 – March 2023."

These plans and specifications were not final at the time of procurement and were intended for the sole purpose of early procurement of the above referenced items. It is both possible and likely that design revisions will be made as the project progresses from the 90% Design through Final Design for Construction. Any revisions to these plans and specifications, and cost adjustments associated with those revisions, will be captured either in future GMP proposals or as a Change Order to the current GMP proposal, as directed by GTUA, City of Sherman, and in accordance with the Agreement.

This GMP includes the Construction Manager at Risk's Fees and Expenses, the estimated Cost of the Work, and expenditures as outlined in the Contract Documents and Agreement.

Please contact Garney directly if there are any questions regarding this GMP Proposal.

Sincerely,
GARNEY COMPANIES, INC.

Sam Marston
Preconstruction Manager

CC: VT Madhaven – Pape Dawson
Bill Williams – Garney
Wayne Lee – City of Sherman
Paul Sigle – Greater Texoma Utility District

Bidding documents:

36-inch West Sherman Water Main – March 2023 – 90% Submittal
Greater Texoma Utility Authority on behalf of City of Sherman Bidding Documents for 36-in
West Sherman Water Main – Bid Package 2.00 – March 2023
Addendum 1 for Bid Package 2.00

**Greater Texoma Utility Authority
on behalf of City of Sherman**

36" West Sherman Water Main



GMP 2.00 - Bid Package 2.0

Work Procurement
Link to Bid Documents





Contract Documents per Bid Package 2.00

The West Water Main Bid Package 2.00 contract bid documents can be accessed via the following link. On this site, we have posted the following documents.

- 90% Drawings and Specifications
- Addendum 1

90% Drawings and Specifications utilized at time of Bid.

To access the Bid Package 2.00 Contract Documents:

1. Navigate to the following Website: <https://www.civcastusa.com/>
2. Click "Browse Bids"
3. In the filters drop down list to the right select "All (Archives)"
4. In the filters type the project name into the dialogue box
5. Select the link to the project documents

**Greater Texoma Utility Authority
on behalf of City of Sherman**

36" West Sherman Water Main



GMP 2.00 - Bid Package 2.00

Work Procurement
GMP Clarifications





Description of Variations, Substitutions Proposed Bid Package 2.00

1. **Specifications** (See hyperlink provided to gain access to the contract documents that accompanied Bid Package 2.00). Per this Early Work GMP 2.00, submittal is "as per specifications" at time of Bid Package 2.00.
 - a. Qualifications and Assumptions (See Below)
 - b. Exclusions (See Below)
2. **Assumptions and Clarifications**
 - a. This is strictly material procurement per plans and specifications available at time of bid.
 - b. GMP pricing exclusive of pipeline installation costs.
 - c. GMP pricing contingent upon GTUA and City of Sherman May 2023 Board Approval.
 - d. Permits are to be provided by others.
 - e. GMP assumes access to easements throughout the duration of the project.
 - f. GMP does not include an alternative access to the easement from roads or other thoroughfares.
 - g. Milestones included in the bid package(s) scopes of work may and likely will change as easement acquisition progresses and lands become available.
 - h. Costs associated with impacts associated to land procurement have not been included in full. Any impacts will be quantified and included in future GMPs.
3. **Value Analysis**
 - a. Opportunities for value to the program can be negotiated based on team consensus. Items identified specifically with this bid package will be discussed, modified, and tracked through the start of construction.
4. **Allowance Schedule (Not applicable)**
5. **Schedule of Unit Prices**
 - a. As included in the schedule of values provided by the proposers.
6. **All other information (Not applicable)**

**Greater Texoma Utility Authority
on behalf of City of Sherman**

36" West Sherman Water Main



GMP 2.00 - Bid Package 2.00

Work Procurement
Concurrence of Award/Evaluation





5/5/2023

RE: Greater Texoma Utility District on behalf of City of Sherman – Bid Package 2.00

In accordance with the Agreement between Garney Companies, Inc. and Greater Texoma Utility District on behalf of City of Sherman, Garney is providing the below information for the recommendation of award for the City of Sherman 36” West Water Main – Bid Package 2.00 – Early Works. This includes the tabulation of bids received in response to the solicitation and associated scoring for each bid package.

Bid package 2.00 included the following procurement items:

- SOV 2.01 – Construction Staking
- SOV 2.02 – SWPPP Installation and Inspection
- SOV 2.03 – Tunnel Installation
- SOV 2.04 – Clearing and Temporary Gates

The proposals for the above bid packages were received 4/20/2023 for review and evaluation. The City, Program Manager, and CMAR evaluated the proposals received on 4/27/2023. A consensus was made, to award the above-mentioned scopes to the respective proposers.

SOV	Scope	Company	Total Awarded Points
2.01	Construction Survey	Gorrondona	96.00
2.02	SWPPP	Trinity Green	98.00
2.03	Bores/Tunnels	LP Sundance	98.33
2.03	Bores/Tunnels	AR Daniels	86.22
2.04	ROW Clearing/Temp Fence	AL Helmcamp	92.00

AGENDA ITEM XVII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 11, 2023

SUBJECT: AGENDA ITEM NO. XVII

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON CHANGE ORDER NO. 1 TO THE CONTRACT WITH GARNEY COMPANIES, INC. FOR THE CITY OF SHERMAN 36-INCH WEST SHERMAN WATER MAIN PROJECT.

ISSUE

Consider and act upon Change Order No. 1 to the contract with Garney Companies, Inc. for the City of Sherman 36-inch West Sherman Water Main Project.

BACKGROUND

The City of Sherman is executing a major infrastructure improvements program to meet the fast-growing needs of the city including industrial, commercial, and residential users. The city needs to complete certain key infrastructure projects to meet the planned industrial expansion needs of significant industrial users before 2025. At this time, this includes water treatment plant expansion, pump station, transmission pipeline, elevated storage tank, and wastewater treatment plant expansion.

GTUA and the City of Sherman selected Garney as Construction Manager At Risk (CMAR) for the installation of a new 36-inch diameter water main from the water treatment plant, through the western portion of the City, and down to the southern portion of the City.

CONSIDERATIONS

Due to a change in new demand from large manufacturing plants, the date when the new water main must be substantially completed can be delayed by about 229 days. Change Order No. 1 changes the substantial completion date and final completion date to February 14, 2025, and April 15, 2025, respectively.

STAFF RECOMMENDATIONS

The Authority Staff recommends authorizing the approval of Change Order No. 1 to the contract with Garney Companies, Inc. for the City of Sherman 36-inch West Sherman Water Main Project. Change Order No. 1 doesn't change the price of the contract. This item is contingent on the City of Sherman's approval.

ATTACHMENTS

Change Order No. 1

Project: <u>36 Inch W. Sherman Water Main</u>	Project Number: _____
Owner: <u>GTUA- City of Sherman</u>	_____
Contractor: <u>Garney Companies -CMAR</u>	_____
Engineer: <u>Freese and Nichols, Inc</u>	_____

Contract Amendment No.: 1 **Effective Date of the Contract:** 02/16/2023

Make the following modifications to the Contract Documents:
 The Substantial Completion date is being changed. The original date was 6/30/2024. The contract period is being increased by 229 days. The new Substantial Completion date is 2/14/2025 and Final Completion date is 4/15/2025. All other conditions and terms in the original contract remain the same.

This Contract Amendment modifies the Contract Documents. Should this amendment include any change in compensation, the compensation in this Contract Amendment is the full, complete, and final compensation for all costs the Contractor may incur as a result of or relating to this change whether said costs are known, unknown, foreseen, or unforeseen at this time, including without limitation, any cost for delay, extended overhead, ripple or impact cost, or any other effect on changed or unchanged Work as a result of this Contract Modification. The changes in Contract Times are the complete and final adjustments for direct impacts to the ability of the Contractor to complete the Work within the Contract Times and are the only adjustments to which the Contractor is entitled. Except as modified hereby, the Contract Documents and all of the terms and provisions thereof remain in full force and effect.

a Original Contract Price	<u>588,598.00</u>
b Previously Approved Change Order Amounts	<u>0</u>
c Adjusted Contract Price (a + b)	<u>588,598.00</u>
d Change Order Amount	<u>0</u>
e Revised Contract Price (c + d)	<u>588,598.00</u>
f Percent Change to Date	<u> </u> %
g Change in Days this Contract Amendment	<u>229</u> days


Completion Dates:		Original		Previous		Current
Substantial Completion	h	<u>6/30/2024</u>		<u>6/30/2024</u>	j	<u>2/14/2025</u>
Final Completion	k	<u>12/31/2024</u>		<u>12/31/2024</u>	m	<u>4/15/2025</u>

Recommended by: Design Engineer

05/05/2023

Name _____ *Date* _____

Approved by: Garney Companies

 5/5/23

Name _____ *Date* _____

Approved by: GTUA

Name _____ *Date* _____

Recommended by: Program manager

05/05/2023

Name _____ *Date* _____

Approved by: City of Sherman

5/8/2023

Name _____ *Date* _____

AGENDA ITEM XVIII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 11, 2023

SUBJECT: AGENDA ITEM NO. XVIII

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON CHANGE ORDER NO. 1 TO THE CONTRACT WITH THI WATER WELL FOR THE CITY OF WHITEWRIGHT PROPOSED WELL NO. 5 PROJECT

ISSUE

Consider and act upon Change Order No. 1 to the contract with THI Water Well for the City of Whitewright Proposed Well No. 5 Project

BACKGROUND

In 2018, the City of Whitewright requested the Authority's assistance with financing a water system improvement projects. The City is planning projects which include a new water well, ground storage tank, pump station, re-coating of an elevated storage tank, water line replacements, and appurtenances.

The Texas Water Development Board's ("DWSRF") Drinking Water State Revolving Fund ("DWSRF") was identified as the most economical funding source for the identified projects. The 2019 bond issuance through the TWDB was \$3,758,106. The funding for this project includes three (3) separate components due to the City qualifying for loan forgiveness in addition to a portion of the loan being offered at 0% interest. The three (3) portions are 1) Series 2019A which offers a 1.35% interest rate subsidy for 30 years; 2) Series 2019B which offers 0% interest rate for 30 years; and 3) Principal Forgiveness which is not required to be paid back. The three (3) components are summarized below:

1.35% Interest Subsidy, 30-year	\$ 1,645,000
0% Interest, 30-year	\$ 1,025,000
Principal Forgiveness	\$ 1,088,106
	<hr/>
Total	\$ 3,758,106

The waterline replacement project, also funded by this bond issuance, was awarded to Underwood, Inc. in the amount of \$752,421.75. Construction on this project is ongoing.

The Well No. 5 Project consists of drilling a 230 gallons per minute well approximately 1,130 feet deep into the Woodbine aquifer. This project also includes adding an all-weather access road, fencing, electrical, controls and other appurtenances. This well will replace their existing No. 5 well that has "sanded in" and is no longer able to produce water for the City. This project is necessary for the City as they have met the TCEQ 's limitations of 0.6gpm per connection limitation for their source water.

THI Water Well was selected for the project in June of 2022 with a bid of \$1,498,788.

CONSIDERATIONS

During drilling of the new well, the borehole for the new well came in contact with the gravel pack of the existing well. The City and THI planned to cap the existing well, and allow Red River GCD to use the existing well as a monitoring well. Due to this issue, the existing well will need to be plugged. Change Order No. 1 consists of abandoning the existing well on site instead of capping for an increased contract price of \$29,500.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

STAFF RECOMMENDATIONS

The staff recommends approving Change Order No. 1 to increase the contract to THI Water Well, in the amount of \$29,500 for a new contract price of \$1,528,288.00. This item is contingent on the approval of the City of Whitewright.

ATTACHMENTS

Change Order No. 1

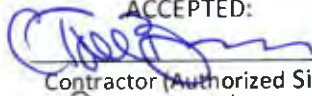
Date of Issuance: 03/31/2023	Effective Date: 03/31/2023
Owner: City of Whitewright and GTUA	Owner's Contract No.: TWDB Project No. 62831 CID02
Contractor: Hall Resources dba THI Water Well	Contractor's Project No.: WTW007
Engineer: KSA Engineers, Inc.	Engineer's Project No.: WTW007
Project: Whitewright Proposed Well No. 5	Contract Name: TWDB DWSRF Water Distribution System Improvements Proposed City Well No. 5

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

Description: Addition of abandoning existing well on site instead of capping. Increase bid item 1.23 Abandon and plug by \$39,000 and decrease bid item 1.11 Capping existing well by \$9,500. Contractor to abandon in place existing well as described in Specifications and in accordance with TCEQ and AWWA Standard A100-20 Water Wells.

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 1,498,788.00	Original Contract Times: February, 13, 2023 Substantial Completion: <u>July, 13, 2023 (150 days)</u> Ready for Final Payment: <u>August 12, 2023 (180 days)</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: _____ \$ 1,498,788.00	Contract Times prior to this Change Order: _____ Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: <u>Increase</u> \$ 29,500	[Increase] [Decrease] of this Change Order: _____ Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: _____ \$ 1,528,288.00	Contract Times with all approved Change Orders: _____ Substantial Completion: <u>July, 13, 2023 (150 days)</u> Ready for Final Payment: <u>August 12, 2023 (180 days)</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By:  Contractor (Authorized Signature)
Title: _____	Title: _____	Title: <u>President</u>
Date: _____	Date: _____	Date: <u>3/31/2023</u>

Approved by Funding Agency (if _____)

applicable)

By: _____

Date: _____

Title: _____

AGENDA ITEM XIX



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 11, 2023

SUBJECT: AGENDA ITEM NO. XIX

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON CHANGE ORDER NO. 3 TO THE CONTRACT WITH UNDERWOOD, INC. FOR THE CITY OF WHITEWRIGHT WATERLINE PROJECT.

ISSUE

Consider and act upon authorizing Change Order No. 3 to the contract with Underwood, Inc. for the City of Whitewright Waterline Project.

BACKGROUND

In 2018, the City of Whitewright requested the Authority's assistance with financing a water system improvement project. The City is planning projects which include a new water well, ground storage tank, pump station, re-coating of an elevated storage tank, water line replacements, and appurtenances.

The Texas Water Development Board's ("DWSRF") Drinking Water State Revolving Fund ("DWSRF") was identified as the most economical funding source for the identified projects. The total amount sought for these projects from the TWDB was \$3,758,106. The funding for this project includes three (3) separate components due to the City qualifying for loan forgiveness in addition to a portion of the loan being offered at 0% interest. The three (3) portions are 1) Series 2019A which offers a 1.35% interest rate subsidy for 30 years; 2) Series 2019B which offers 0% interest rate for 30 years; and 3) Principal Forgiveness which is not required to be paid back. The three (3) components are summarized below:

1.35% Interest Subsidy, 30-year	\$ 1,645,000
0% Interest, 30-year	\$ 1,025,000
Principal Forgiveness	\$ 1,088,106
	<hr/>
Total	\$ 3,758,106

The waterline replacement project consists of approximately 9,200 linear feet of 6" and 8" waterlines. This project was bid on June 8, 2021, at the Whitewright City Hall. There were ten (10) bids received with an apparent low bidder of Underwood, Inc. in the amount of \$752,421.75. Change Order No. 2 consists of an extension of 60 days to complete the project substantially. Underwood, Inc was unable to start the project until 120 days after notice to proceed due to material availability. The contractor is also waiting for a permit to cross the railroad.

CONSIDERATIONS

Change Order No. 3 consists of an additional 90 days due to delays from railroad permitting.

STAFF RECOMMENDATIONS

The Authority Staff recommends approving Change Order No. 3 to increase the substantial completion date and final completion date to June 4, 2023, and July 3, 2023, respectively. This change order does not increase the amount for the contract. This item is contingent upon the approval of the City of Whitewright.

ATTACHMENTS

Change Order No. 3

Date of Issuance: 04/03/2023	Effective Date: 04/03/2022
Owner: GTUA obo City of Whitewright	Owner's Contract No.: WTW007.002
Contractor: Underwood, Inc.	Contractor's Project No.: WTW007.002
Engineer: KSA engineers, Inc.	Engineer's Project No.: WTW007.002
Project: TWDB Water Distribution System Improvements	Contract Name: 62831 CID 02

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

Description: Extension of contract time due to delays from railroad permitting. Additional of 90 days from today's date requested.

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>752,421.75</u>	Original Contract Times: Substantial Completion: <u>270 (10/16/2022)</u> Ready for Final Payment: <u>300 (11/15/2022)</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: _____ \$ <u>762,921.75</u>	Contract Times prior to this Change Order: _____ Substantial Completion: <u>300</u> Ready for Final Payment: <u>330</u> days or dates
[Increase] [Decrease] of this Change Order: _____ \$ _____	[Increase] [Decrease] of this Change Order: <u>Increase</u> Substantial Completion: <u>198</u> Ready for Final Payment: <u>198</u> days or dates
Contract Price incorporating this Change Order: _____ \$ <u>762,921.75</u>	Contract Times with all approved Change Orders: _____ Substantial Completion: <u>June 4, 2023</u> Ready for Final Payment: <u>July 3, 2023</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required) Title: Project Manager Date: <u>04/03/2023</u>	By: _____ Owner (Authorized Signature) Title: _____ Date: _____	By:  Contractor (Authorized Signature) Title: President Date: <u>4/3/23</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

AGENDA ITEM XX



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 11, 2023

SUBJECT: AGENDA ITEM NO. XX

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

**CONSIDER AND ACT UPON CHANGE ORDER NO. 3 CORRECTION TO THE CONTRACT WITH
RED RIVER CONSTRUCTION CO. FOR THE CITY OF KAUFMAN WWTP IMPROVEMENTS
PROJECT.**

ISSUE

Consider and act upon Change Order No. 3 Correction to the contract with Red River Construction Co. for the City of Kaufman WWTP Improvements Project.

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 \$2,977,203.00.

Change Order No. 2 included adjustments to plans due to the discovery of existing pipelines located in a different location than indicated on old construction plans. Change Order No. 2 resulted in an additional of \$92,284.39 for a revised contract amount of \$3,069,487.39.



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

PAGE 2

CONSIDERATIONS

Change Order No. 3 includes modifying a Davit crane to an electric operator crane for pump removal. This change will provide the plant operator with a more efficient method of pump removal for repairs and maintenance. This change order also includes the furnishing and installation of two new gas alarm panels to facilitate the proper operation of the new disinfection system. This will allow for better integration with the existing plant system and better disinfection control.

The Authority approved Change Order No. 3 at the April Board of Directors meeting for an increase of \$20,855.26 to the contract price. Due to listing the incorrect amount for the increase, the Authority will need to approve the correct increase in the contract price of \$22,490.12. Change Order No. 3 would result in a new contract amount of \$3,091,977.51. The City of Kaufman will also have to directly fund the costs of this change order as there are no additional bond funds available.

STAFF RECOMMENDATIONS

The Authority Staff recommends authorizing the approval of the corrected Change Order No. 3 to the contract with Red River Construction Company for the City of Kaufman WWTP Improvements. Any action would be contingent upon the Authority receiving additional funds from the City to cover the additional costs of the change order.

ATTACHMENT

Corrected Change Order No. 3

The Above Changes are Recommended for Approval:

Freeman-Millican, Inc.

Engineer

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

Dated: 20 APR 23

Red River Construction Co

Contractor

By: Steve Lammert

Dated: 4/20/23

Contract Modification Request #1A

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>Electric Davit Crane @ RAS/WAS Pump Station</u>	Date: <u>Feb. 14, 2023</u>

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

At the request of the owner and engineer, this proposal is to replace the manual davit crane with an electric davit crane. This proposal includes running electric conduit, wire, and a receptacle for the electric davit crane, the electric davit crane, and modifications to the RAS/WAS pump station grating. The Owner will retain the manual hoist.

1 LS	Electrical Conduit, Wire, Receptacle, & Labor	\$1,534.00
		Subtotal:
		\$1,534.00
5%	Contractors Fee	\$76.70
1.5%	Bond Fee	\$24.16
		TOTAL:
		\$1,634.86

1 Ea.	Electric Winch (Model 4WP2-K)	\$3,900.00
1 LS	Small Tools	\$150.00
1 LS	Fuel	\$150.00
1 LS	Welding Supplies	\$75.00
1 LS	Safety Supplies	\$10.00
1 LS	Water & Ice	\$10.00
8 MH	Labor @ \$26/Hr.	\$208.00
8 MH	Welder @ \$30/Hr.	\$240.00
4 MH	Supervision @ \$50/Hr.	\$200.00
50%	Labor Burden	\$324.00
		Subtotal:
		\$5,267.00
15%	Contractors Fee	\$790.05
1.5%	Bond Fee	\$90.86
		TOTAL:
		\$6,147.91

Proposal Total: \$7,782.77

*****No additional days are being requested for this work**

Prepared by Red River Construction Company, Inc.

By: Steve Summerkamp
Steve Summerkamp, Project Manager

Steven Summerkamp

From: Peterson Pump and Motor Service <petecd@sbcglobal.net>
Sent: Thursday, February 9, 2023 8:41 PM
To: Steven Summerkamp
Subject: Re: Kaufman WWTP - Electric Davit Crane

Steve,

Electric winch is \$3300 plus freight.
Lead time is 4-5 weeks

That does not include installation. We could install for \$600(its mainly the trip out there...)

It will need a 120 volt outlet to plug into. That would have to be done by electrician.

Respectfully,

Dwight Peterson

Peterson Pump and Motor Service

972-333-5365

petecd@sbcglobal.net

On Monday, February 6, 2023 at 09:22:38 AM CST, Steven Summerkamp <steven.summerkamp@redriverconstruction.com> wrote:

Thank you

Thanks,

Steve Summerkamp, Project Manager

Office: 972-578-0127

Cell: 214-356-4930

H&H ELECTRICAL CONTRACTORS, INC.

8475 COUNTY ROAD 271, TERRELL, TX. 75160

Office: 972-524-0205 Fax # 972-524-1439

TDLR ELECTRICAL CONTRACTOR # 17190

Date: February 14, 2023
To: Red River Construction
Attn: Steven Summerkamp
Project: 2441 GTUA Kaufman Watse Water treatment Plant Improvements
RE: **CMR_6 Ras Was Electric Crane**
Scope: Conduit / Wire for Crane

Exclusions: • Formed concrete work/ Concrete Paving

Proposed Total: \$1,534.00

Pricing is valid for thirty (30) Days with letter of intent within ten (10) Days.
If you have any questions, Please do not hesitate to call.

Sincerely,

Kevin Clement
(972) 524-0205
Kevinhhelectric@outlook.com

Contract Modification Request #2

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>Chemical Building Gas Alarm Panels and Signal Isolators</u>	Date: <u>Feb. 24, 2023</u>

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

The chemical building needed two additional gas alarm panels to make the chemical system function as desired by the owner. Attached is our proposal to supply and install these two gas alarm panels.

	2 Ea. Gas Alarm Panels	\$6,900.00	\$13,800.00
		Subtotal:	\$13,800.00
	5% Contractors Fee		\$690.00
	1.5% Bond Fee		\$217.35
		TOTAL:	\$14,707.35

Proposal Total: \$14,707.35

*****365 additional days are being requested for this work**

Prepared by Red River Construction Company, Inc.

By: Steve Summerkamp
Steve Summerkamp, Project Manager

H&H ELECTRICAL CONTRACTORS, INC.

8475 COUNTY ROAD 271, TERRELL, TX. 75160

Office: 972-524-0205 Fax # 972-524-1439

TDLR ELECTRICAL CONTRACTOR # 17190

Date: February 23, 2023

To: Red River Construction

Attn: Steven Summerkamp

Project: GTUA: Kaufman Wastewater Treatment Plant Improvements

RE: **CMR_3 chemical building**

Scope: Provide 2 Gas alarm Panels and Signal Isolators Per attached RLC SCOPE

- Exclusions:*
- Formed concrete work including: Lighting foundation, Antenna foundation
 - Demo of structural or foundation concrete
 - Saw cutting or concrete work of any kind or paving or repair of paving
 - **Removal / Installation of Light Pole**
 - Saw cutting / replacing road 16" wide

Proposed Total: \$13,800.00

Pricing is valid for thirty (30) Days with letter of intent within ten (10) Days.
If you have any questions, Please do not hesitate to call.

Sincerely,

David Lyles
(325) 338-3966
davidl@hhelectrical.biz

RLC Controls

SCADA, Security & Control Systems

City of Kaufman – Chemical Flow Pacing RFQ-001

RLC Controls is pleased to offer this scope of work for the modifications referenced above. Our scope of work will include the following equipment and services:

Equipment Provided:

- Qty 2 – Gas Alarm Panels (Complete)
- Qty 1 – Signal Isolator – 1 Input / 2 Outputs

Services Provided:

- Construct Gas Alarm Panels
- Install and Commission Equipment (Control Panels and Isolator)
- Validate for Accuracy

RFQ – Total Cost Addition: \$13,800.00

1. Pricing does NOT include the following services and equipment:
 - a. Furnishing or installation of any electrical power and specialty panels/products including switchgear, MCCs, distribution panels, AFD's/VFD's, disconnects, heat tracing, power monitor devices, etc.
 - b. Physical installation of panel racks and related enclosures.
 - c. Mechanical installation of in-line devices (flow meters, valves, etc.)
 - d. Furnishing and installation of mechanical piping saddles/mating flanges/process taps and isolating valves required to connect field instrumentation.
 - e. Concrete housekeeping/equipment pads
 - f. "Civil" work including building and vessel modifications, asphalt demolition/patching, concrete foundations/piers, etc.
 - g. Sales tax or bonding cost. Payment and/or Performance Bond pricing can be added by request.
2. Pricing includes all Per Diem and Travel Costs.
3. Pricing is based on progressive invoicing and to include payment for properly stored material. Payment terms to be net thirty days.
4. Bid valid for thirty (30) days.

8115 Hicks Hollow
McKinney, TX 75071

Office: 972-542-7375
Fax: 214-733-8254

**MATERIAL PRICES MAY INCREASE DUE TO THE CURRENT MARKET. PRICE IS
IN EFFECT AT TIME OF ORDER AND IS SUBJECT TO CHANGE, IF NOT
RELEASED PRIOR TO THE 30 DAY MARK, MENTIONED ABOVE.**

We sincerely appreciate this opportunity and look forward to a successful completion of this project.

Best Regards,

Michael Skelton
Chief Operations Officer
RLC Controls, Inc.

972-542-7375 X 212 Office
940-206-6128 Cell
michaelskelton@rlccontrols.com

AGENDA ITEM XXI



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 11, 2023

SUBJECT: AGENDA ITEM NO. XXI

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON CHANGE ORDER NO. 2 TO THE CONTRACT WITH ASSOCIATED CONSTRUCTION PARTNERS, LTD., FOR THE CITY OF PRINCETON FOREST GROVE PUMP STATION IMPROVEMENTS PROJECT.

ISSUE

Consider and act upon Change Order No. 2 to the contract with Associated Construction Partners, Ltd., for the City of Princeton Forest Grove Pump Station Improvements Project.

BACKGROUND

The City of Princeton staff approached the Authority staff requesting assistance in financing and constructing improvements to the City's water system, including a 4.0 MG ground storage tank, yard piping, pump station, electrical/SCADA/instrumentation, plumbing/HVAC, meters and all appurtenances necessary for the projects. The City of Princeton is growing rapidly, and the need has arisen for them to replace some of their existing water delivery infrastructure to continue to meet their demands.

At the February 2018 meeting, the Board of Directors adopted a Bond Resolution authorizing the issuance of \$15,200,000 through the Texas Water Development Board's ("TWDB") Drinking Water State Revolving Fund ("DWSRF"). The DWSRF offers an interest rate subsidy of 1.35% which the TWDB estimated would save the City of Princeton approximately \$3,900,000 over the life of the loan by using the DWSRF program.

At the June 2019 Meeting, the Board authorized the award of the contract to Associated Construction Partners, LTD in the amount of \$13,307,500.00. Associated Construction Partners, LTD Change Order No. 1 requested the movement of the tank to facilitate constructability. Change Order No. 1 decreased the contract price by \$73,185.00 resulting in a revised contract amount of \$13,234,315.00.

CONSIDERATIONS

The engineers for the project discovered that the original specified SCADAPack would be obsolete within the next two years. RLC, the contractor who is installing the SCADA system, recommends a PLC that is compatible with the current SCADA system used by the City. Additionally, the existing WonderwareHMI software doesn't have the significant compacity to meet the needs of the SCADA system. RLC is proposing replacing the WonderwareHMI software with VT SCADA software. Change Order No. 2 will increase the contract price by \$84,612.44.

STAFF RECOMMENDATIONS

The Authority Staff recommends authorizing the execution of Change Order No. 2 to the contract with Associated Construction Partners, LTD for an increase of \$84,612.44 resulting in a revised contract amount of \$13,318,927.44.

ATTACHMENTS

Change Order No. 2



215 W. Bandera Rd. Ste. 114-461
 Boerne, Texas 78006
 mgr@acpartners.org
 210.698.8714

CHANGE ORDER COST SUMMARY

PROJECT NAME:	Forest Grove Pump Station	C.P. #	2
PROJECT NO:	1201	DATE:	12/9/2021
ENGINEER:	Kimley Horn		

DESCRIPTION OF CHANGE:

Replace SCADAPack with a PCL that is compatible with current SCADA the City is using per RFI #34.

General Contractor Direct Costs

Additive Costs

A Labor	\$ 1,447.91	
B Material	\$ -	
C Equipment	\$ -	
D Subtotal of Additive Cost (not including subcontractor costs)		\$ 1,447.91

Deductive Costs (use parentheses to denote negative figures)

E Labor	\$ -	
F Material	\$ -	
G Equipment	\$ -	
H Subtotal of Deductive Cost		\$ -

I Contractor's Total Direct Cost (D+H) \$ 1,447.91

J Contractor's Fee for Increase in Contract Price	15%	\$ 217.19
Contractor's Fee for Decrease in Contract Price	5%	\$ -

K **Total Contractor Direct Costs + Mark-up (Line I + J)** \$ 1,665.10

L Total Contractor's Subcontractor Costs \$ 78,997.47

M Contractor's Fee on Subcontractor Direct Costs (if increase) 5% \$ 3,949.87

N **Total Contractor Change Request (Line K + L + M)** \$ 84,612.44

 Contractor Signature	12/9/23 Date
--------------------------	-----------------

 Engineer Signature	04/19/23 Date
------------------------	------------------

_____ Owner Signature	_____ Date
--------------------------	---------------



PAGE 2
 Additive Costs

Description of Work

Replace SCADAPack with a PCL that is compatible with current SCADA the City is using per RFI #34.

Days Required

60

Code	Labor Type	#	Rate		Days	Total
L03	Project Manager	1	\$ 628.10	x	1	\$ 628.10
L01	Supervision	2	\$ 409.91	x	1	\$ 819.81
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
Total Labor						\$ 1,447.91

Material Description	Qty	Rate	Total
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Material			\$ -

Equipment Type	Days	Rate	Fuel	Del	Total
None	0	\$ -	10		
None	0	\$ -	20		
None	0	\$ -	20		
None	0	\$ -	100		
None	0	\$ -	100		
None	0	\$ -	100		
Total Equipment					\$ -

Page Total					\$ 1,447.91
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PAGE 3
 Deductive Costs

Description of Work

Days Required

0

Code	Labor Type	#	Rate		Days	Total
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
Total Labor						\$ -

Material Description	Qty	Rate	Total
	0		\$ -
	0		\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Material			\$ -

Equipment Type	Days	Rate	Fuel	Del	Total
None	0	\$ -	100		
None	0	\$ -	100		
None	0	\$ -	100		
None	0	\$ -	100		
None	0	\$ -	100		
None	0	\$ -	100		
Total Equipment					\$ -

Page Total					\$ -
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215 W. Bandera Rd. Ste. 114-461
Boerne, Texas 78006
mgr@acpartners.org
210.698.8714

PAGE 4
Subcontractor Costs

Description	Qty	Rate	Total
RLC	1	\$ 78,997.47	\$ 78,997.47
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Subcontractor Total			\$ 78,997.47



SCADA, Security & Control Systems

8115 Hicks Hollow
McKinney, TX 75071

Office: 972-542-7375
Fax: 214-733-8254

November 1, 2021

RFI-34

City of Princeton Forest Grove Pump Station

Reference: Attachments as follows

RFI for improvements

RLC quote for replacing the SCADAPack 357 attached

RLC quote for HMI SCADA upgrade to 5000 tags, VT Scada, redundant servers and workstation.

Additional days requested for this change order: 60 Days



REQUEST FOR INFORMATION

Project: Forest Grove Pump Station	RFI #: RFI-34
Project No.: 064478923	Date Sent: 10/15/2021
Sender: Associated Construction Partners (ACP)	Receiver: City of Princeton, TX
Copies To: Shawn Fort	

Subject: RFI #34 –
Request: We have recently discovered the specified SCADAPack 357 will be obsolete within the next 2 years. RLC would like to replace the SCADAPack with a PLC that is compatible with the current SCADA the City is using. The existing Wonderware HMI software has a 500 tag limit. The City has added multiple sites since this project was released. The current 500 tag limit is not enough to accommodate the new Pump Station. After discussion with the City and Kimley-Horn engineers, RLC is proposing to change HMI software to VT SCADA which has built in alarm callout features, dual redundant server feature and 5000 tags. This software is compatible with the existing PLC's. The City has also requested replacing the HMI PC.
Sender's Proposed Answer/Solution: Replace the SCADAPack PLC with Modicon M340 Replace the Wonderware HMI with VT SCADA software with 5000 tags Replace the existing PC with 2 servers for redundancy

THE PROPOSED ANSWER/SOLUTION IS, IS NOT, INCLUDED IN THE CONTRACT.

Receiver's Response: KHA & GAI take no exception to the replacement of SCADAPack PLC with Modicon M340 for the Forest Grove Pump Station. It is understood that RLC will be taking the lead in replacement of the Wonderware HMI with VT SCADA software with 5000 tags and replacing the existing PC with 2 servers for redundancy. The City takes no exception to the new VT SCADA software and replacing the PC with servers. Kimley-Horn and Gupta and Associates will not be reviewing submittals or providing technical assistance for these two items.

Response By: Stuart Williams, P.E.	Company: Kimley-Horn and Associates, Inc. Texas Registration No. F-928	Date: 10/27/2021
--	---	----------------------------

DISTRIBUTION: Shawn Fort (City of Princeton) Kimley-Horn Project File
--

RLC Controls, Inc.

Serving your Instrumentation Needs

*Main Address: 8115 Hicks Hollow
McKinney, TX 75071
Phone: 214-683-8185*

DATE: 11/1/2021
PROJECT: Princeton Forest Grove Pump Station

RFI-34 Scope of work for the PLC Upgrade

RLC, Inc. is pleased to provide pricing for this project as an Instrumentation & Controls Subcontractor:

THIS QUOTE INCLUDES THE FOLLOWING:

- A. RLC will provide a deduct for the end-of-life SCADA Pack 357.
- B. RLC will provide a cost for the new Schneider Electric M340 PLC.
- C. RLC will provide a cost to change out the PLC in the RTU panel that has already been built.

Deduct for SCADA Pack 375	-\$3,351.00
Cost for M340 PLC	\$5,600.00
<u>Labor to change PLC's</u>	<u>\$4,748.47</u>
Total for PLC Change	\$6,997.47

RLC Controls, Inc.

*Michael Cunningham
President*

RLC Controls, Inc.

Serving your Instrumentation Needs

Main Address: 8115 Hicks Hollow
McKinney, TX 75071
Phone: 214-683-8185

DATE: 11/1/2021
PROJECT: Princeton Forest Grove Pump Station

RFI-34 Scope of work for the SCADA Upgrade

RLC, Inc. is pleased to provide pricing for this project as an Instrumentation & Controls Subcontractor:

THIS QUOTE INCLUDES THE FOLLOWING:

- A. RLC will provide and install two Dell Power Edge R340 Servers. The servers will have the following software:
 - VTSCADA 5K Dual Server Premium License the servers will be redundant and fail over to each other.
 - VTSCADA 5K Development/ Runtime
 - VTSCADA 5K Alarm Notification
 - The servers will have unlimited users and clients. The clients can be a PC or a mobile user.
- B. RLC will provide and install 1 Dell workstations for the operator terminals.
- C. RLC will provide and install 2 Dell 32" monitors
- D. RLC will provide and install one server cabinet to house the servers at the Main Office.
- E. RLC will provide and install 1 APC 1500 KVA UPS for battery backup for the servers.
- F. RLC will develop a new SCADA application based on the existing Water and Wastewater system.
- G. RLC will provide a FAT with the customer on the new system
- H. RLC will start-up the new SCADA system and test all the I/O points in the system.
- I. RLC will provide training on the new system and software.

Project Total \$72,000.00

Proposal Clarifications & Exclusions

- 1. Pricing does NOT include the following services and equipment:
 - a. Furnishing or installation of any panel racks, instrument racks or mounting plates, conduit, raceway, duct banks, wire, etc. required to connect instruments and associated panels.

- b. Sales tax or bonding cost. Payment and/or Performance Bond pricing can be added by request.
2. Pricing includes all Per Diem and Travel Costs.
3. Pricing is based on progressive invoicing and to include payment for properly stored material. Payment terms to be net thirty days.
4. Bid valid for sixty (60) days.

TERMS: Net due in thirty (30) days from date of invoice.

TAXES: Excluded

FREIGHT: FOB Jobsite; freight allowed.

INSURANCE: RLC carries builder's risk and general liability insurance as required by project specifications. Any additional insurance, such as being named on our policy, can be provided at an additional cost.

RLC Controls, Inc.

Michael Cunningham
President

Project Name: Forest Grove Pump Station Improvements
 Project Owner: City of Princeton, Texas

Schedule with CO # 2 Impact

ID	Task Name	Duration	Predecessors	Successors	Start	Finish	Calendar
1	Overall Contract Time Schedule	944 days			Mon 8/26/19	Sat 4/30/22	December 2021, January 2022, February 2022, March 2022, April 2022, May 2022
2	Administrative Activities	694 days			Mon 8/26/19	Mon 7/19/21	
76	Construction Activities	943 days			Tue 8/27/19	Sat 4/30/22	
77	Mobilization and Initial Work	76 days			Tue 8/27/19	Sun 11/10/19	
95	13205 - Precast, Prostressed Concrete Tank with Steel Diaphragm	557 days			Mon 11/11/19	Thu 9/20/21	
127	Pavement Modifications S Forest Grove	38 days			Mon 1/20/20	Wed 2/26/20	
133	Construction of the Offsite 24-inch Water Lines shown on C16, C17, and Pipeline A on Sheet C5	633 days			Tue 2/11/20	Thu 1/14/21	
137	24" Discharge Piping	54 days			Mon 1/18/21	Fri 3/12/21	
145	Pump Station Subgrade and Infrastructure	123 days			Tue 9/29/20	Fri 1/29/21	
182	Pump Station Building	330 days			Sat 1/30/21	Sat 12/25/21	
233	Yard Piping	163 days			Thu 5/6/21	Fri 10/15/21	

Normal Milestone Summary Critical
 Inactive Milestone Manual Task Duration-only
 Manual Summary Rollup External Tasks
 Manual Summary Start-only Finish-only
 External Milestone

Associated Construction Partners, Ltd
 215 W Bandera Rd., Suite 114-461
 Boerne, Texas 78006

Phone 210-698-8714
 Fax 210-698-8712
 Email: mg@acpartners.org

Project Name: Forest Grove Pump Station Improvements
 Project Owner: City of Princeton, Texas

Schedule with CO # 2 Impact

ID	Task Name	Duration	Predecessors	Successors	Start	Finish
242	Site Electrical	257 days			Mon 2/1/21	Fri 10/15/21
267	NTMWD Meter Vault, Site Building	339 days			Sat 3/13/21	Fri 3/4/22
304	Tank Mixer & Chemical Disinfection System	88 days			Wed 3/3/21	Sat 5/29/21
314	Site Improvements	86 days			Sat 10/16/21	Thu 1/27/22
326	Startup and Testing	19 days	225,207,231,232,2-327		Mon 3/7/22	Thu 3/31/22
327	Substantial Completion	0 days	326,321,322,323,3-328,329,330,331FE		Thu 3/31/22	Thu 3/31/22
328	Existing Pump Station and NTMWD Demolition	17 days	327		Fri 4/1/22	Mon 4/25/22
329	Landscape and Irrigation	17 days	327		Fri 4/1/22	Mon 4/25/22
330	Purch List, Site Cleanup, and Restoration	22 days	327		Fri 4/1/22	Sat 4/30/22
331	Final Completion	0 days	327,FS+30 days		Sat 4/30/22	Sat 4/30/22

Associated Construction Partners, Ltd
 215 W Bandera Rd., Suite 114-461
 Boerne, Texas 78006

Phone: 210-698-4714
 Fax: 210-698-4712
 Email: mg@acpartners.org

Normal Milestone Summary
 Inactive Milestone Manual Task
 Inactive Summary Manual Summary
 Duration-only Start-only Finish-only

External Tasks
 External Milestone

AGENDA ITEM XXII



GREATER TEXOMA UTILITY AUTHORITY AGENDA COMMUNICATION

DATE: May 11, 2023

SUBJECT: AGENDA ITEM NO. XXII

PREPARED AND SUBMITTED BY: Paul M. Sigle, General Manager

CONSIDER AND ACT UPON A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH ASSOCIATED CONSTRUCTION PARTNERS, LTD. FOR THE CITY OF PRINCETON FOREST GROVE PUMP STATION IMPROVEMENTS 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 Associated Construction Partners, Ltd. for the City of Princeton Forest Grove Pump Station Improvements Project as complete.

BACKGROUND

The City of Princeton staff approached the Authority staff requesting assistance in financing and constructing improvements to the City's water system, including a 4.0 MG ground storage tank, yard piping, pump station, electrical/SCADA/instrumentation, plumbing/HVAC, meters and all appurtenances necessary for the projects. The City of Princeton is growing rapidly, and the need has arisen for them to replace some of their existing water delivery infrastructure to continue to meet their demands.

At the February 2018 meeting, the Board of Directors adopted a Bond Resolution authorizing the issuance of \$15,200,000 through the Texas Water Development Board's ("TWDB") Drinking Water State Revolving Fund ("DWSRF"). The DWSRF offers an interest rate subsidy of 1.35% which the TWDB estimated would save the City of Princeton approximately \$3,900,000 over the life of the loan by using the DWSRF program.

At the June 2019 Meeting, the Board authorized the award of the contract to Associated Construction Partners, LTD in the amount of \$13,307,500.00. Associated Construction Partners, LTD Change Order No. 1 requested the movement of the tank to facilitate constructability. Change Order No. 1 decreased the contract price by \$73,185.00 resulting in a revised contract amount of \$13,234,315.00.

CONSIDERATIONS

The City of Princeton and the project engineers have reviewed the project and have accepted the project as completed on April 24th.

STAFF RECOMMENDATIONS

The Authority staff recommends accepting the contract with Associated Construction Partners, LTD, as complete for the contraction of the City of Princeton Forest Grove Pump Station Improvements Project.

ATTACHMENTS

Resolution
Closing Documents

RESOLUTION NO. _____

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH ASSOCIATED CONSTRUCTION PARTNERS, LTD. AS COMPLETE FOR THE CITY OF PRINCETON FOREST GROVE PUMP STATION IMPROVEMENTS PROJECT.

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Associated Construction Partners, Ltd. For the City of Princeton Forest Grove Pump Station Improvements Project, and

WHEREAS, representatives of the Texas Water Development Board, the City of Princeton and the project engineer have inspected the City of Princeton Forest Grove Pump Station Improvements Project and found it to be complete.

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

Upon motion by _____, seconded by _____, the foregoing Resolution was passed and approved on this _____ day of _____ 2023 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

PERIODIC ESTIMATE

PAYMENT REQUEST (39)

Estimate No: 39 Sheet 1 of 11 Sheet(s)

Project Discription: Forest Grove Pump Station Improvements
Owner: City of Princeton/GTUA
Address: 123 West Princeton Drive, Princeton, TX 75407
Contractor: Associated Construction Partners, Ltd.
Address: 215 W Bandera Rd., Ste. 114-461, Boerne, TX 78006
Telephone: 210-698-8714

Original Contract Amount	13,307,500.00
Total Additions	84,612.44
Total Deductions	73,185.00
Contract as Revised to Date	\$ 13,318,927.44
Total Amount of Work Done to Date	13,318,927.44
Materials on Hand	0.00
Total Work and Materials	\$ 13,318,927.44
Amount Retained (5) Percent	0.00 665,946.37
Balance	\$ 12,652,981.07
Less Previous Payments	12,572,599.25
Amount Due This Application	746,328.19 66,361.82

Date of Contract Commencement	Time 7/16/2019
Days allowed in Contract	750
Date of Substantial completion	9/14/2021
Date of Final Completion	10/14/2021

Contractor's Certificaton:

I David Simpson, 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 that I am authorized to make this affidavit.

CLAIMANT: DS

By: David Simpson

Subscribed and sworn to before me February 2023

My commission Expires: January 18, 2024

Notary Public: Rachel Fitchett
 RACHEL FITCHETT
 Notary Public, State of Texas
 My Commission Expires: January 18, 2024
 Notary ID 128852400

ENGINEER's Recommendation:

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

04.18.23
Date

Kimberly Horro & Associates
ENGINEER
By: Shawn Fort

Date

Shawn Fort
C=US, E=sfort@princetonbx.us,
O=City of Princeton, CN=Shawn
Fort
2023.04.18 06:48:39-05'00'

Date



PAYMENT REQUEST (39)

17	<u>Forest Grove Pump Station Improvements</u>	PROJECT NUMBER
OWNER:	<u>City of Princeton/GTUA</u>	<u>TWDB 62759 ACP 1201</u>
CONTRACTOR:	<u>Associated Construction Partners, Ltd.</u>	<u>NTMWD 101-0494-18</u>
ENGINEER:	<u>Kimley-Horn</u>	<u>NTMWD WA 3460</u>

PAYMENT PERIOD FROM:	<u>11/1/2022</u> to <u>11/31/22</u>	<u>39</u>
-----------------------------	-------------------------------------	-----------

SUMMARY OF PAYMENT ESTIMATE VALUES FROM ATTACHED TABULATIONS

Original Contract Amount	\$ <u>13,307,500.00</u>
Approved Change Orders	\$ <u>11,427.44</u>
Current Contract Amount	\$ <u>13,318,927.44</u>
Total Value of Original Contract Performed (Attachment "A" consisting of __ pages)	\$ <u>13,307,500.00</u>
Extra Work on Approved Change Orders (Attachment "B" consisting of __ pages)	\$ <u>11,427.44</u>
Materials on Hand (Attachment "C" consisting of __ pages)	\$ <u>-</u>
Total Value of Work to Date	\$ <u>13,318,927.44</u>
Less Amount Retained at <u>0%</u>	\$ <u>-</u>
Net Amount Earned on Contract	\$ <u>13,318,927.44</u>
Less Amount of Previous Payments	\$ <u>12,572,599.25</u>
BALANCE DUE THIS STATEMENT	\$ <u>746,328.19</u>
Percentage of Contract Paid to Date	<u>94.40%</u>

Associated Construction Partners, Ltd. certifies that all work, including materials on hand, covered by this Periodical Payment has been completed and delivered and stored in accordance with the Contract Documents, that all amounts have been paid by ACP for work, materials, and equipment for which previous Periodical Payments were issued and received from the Owner, and that the current payment shown herein is now due.

Contractor: Associated Construction Partners, Ltd. By DS

Date: 11/30/2022 Shane Simpson

Subscribed and sworn to before me this 9th day of February, 2023

Notary Public: Rachel Fitchett

My Commission expires: 18-Jan-24



Recommended for Payment by City of Princeton	Recommended for Payment by City of Princeton
--	--

By _____ Date	By _____ Date
------------------	------------------

Bid Item No.	Description of Work	Quantity	Units	Unit Cost	Contract Value	Quantity This Estimate	Quantity To-Date	WORK COMPLETED		Percent Complete	Balance To Finish
								This Estimate	To-Date		
A1.01	Insurance and Bonds	1	LS	\$ 225,000.00	\$ 225,000.00		1	\$ -	\$ 225,000.00	100.00%	\$ -
A1.02	Mobilization	1	LS	\$ 633,000.00	\$ 633,000.00		1	\$ -	\$ 633,000.00	100.00%	\$ -
A1.03	Temporary Electrical Power	1	LS	\$ 12,500.00	\$ 12,500.00		1	\$ -	\$ 12,500.00	100.00%	\$ -
A1.04	Initial Site Survey and Layout	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
A1.05	Tree Clearing	1	LS	\$ 150,000.00	\$ 150,000.00		1	\$ -	\$ 150,000.00	100.00%	\$ -
A1.06	Pavement Modification S Forest Grove	1	LS	\$ 50,000.00	\$ 50,000.00		1	\$ -	\$ 50,000.00	100.00%	\$ -
A1.07	24" Discharge Piping at Road Crossing (1+100 - 2+450) Open Cut Monte Carlo Blvd	1	LS	\$ 25,000.00	\$ 25,000.00		1	\$ -	\$ 25,000.00	100.00%	\$ -
A1.08	24" Discharge Piping at Road Crossing (1+100 - 2+450) Traffic Control and Paving	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
A1.09	24" Discharge Piping at Road Crossing (1+100 - 2+450) Casing Installation	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.10	24" Discharge Piping at Road Crossing (1+100 - 2+450) Connect to Existing 20" Water Line	1	LS	\$ 25,000.00	\$ 25,000.00		1	\$ -	\$ 25,000.00	100.00%	\$ -
A1.11	24" Discharge Piping at Road Crossing (1+100 - 2+450) Install Piping and Spacers	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.12	24" Discharge Piping at Road Crossing (1+100 - 2+450) Install Pavement/Repair	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
A1.13	24" Discharge Piping (2+50 - 5+14)	1	LS	\$ 130,000.00	\$ 130,000.00		1	\$ -	\$ 130,000.00	100.00%	\$ -
A1.14	Clear and Grub Area Stockpile	1	LS	\$ 120,000.00	\$ 120,000.00		1	\$ -	\$ 120,000.00	100.00%	\$ -
A1.15	Tank Area Excavation 0' to 5'	1	LS	\$ 55,000.00	\$ 55,000.00		1	\$ -	\$ 55,000.00	100.00%	\$ -
A1.16	Soil Retention 0' to 5'	1	LS	\$ 95,000.00	\$ 95,000.00		1	\$ -	\$ 95,000.00	100.00%	\$ -
A1.17	Tank Area Excavation 5' to 10'	1	LS	\$ 60,000.00	\$ 60,000.00		1	\$ -	\$ 60,000.00	100.00%	\$ -
A1.18	Soil Retention 5' to 10'	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.19	Tank Area Excavation 10' to 15'	1	LS	\$ 65,000.00	\$ 65,000.00		1	\$ -	\$ 65,000.00	100.00%	\$ -
A1.20	Soil Retention 10' to 15'	1	LS	\$ 70,000.00	\$ 70,000.00		1	\$ -	\$ 70,000.00	100.00%	\$ -
A1.21	Tank Area Excavation 15' to 20'	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.22	Soil Retention 15' to 20'	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.23	Tank Area Excavation 20' to 25'	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.24	Soil Retention 20' to 25'	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.25	Tank Area Excavation 25' to 30'	1	LS	\$ 80,000.00	\$ 80,000.00		1	\$ -	\$ 80,000.00	100.00%	\$ -
A1.26	Soil Retention 25' to 30'	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.27	Tank Area Excavation 30' to 35'	1	LS	\$ 85,000.00	\$ 85,000.00		1	\$ -	\$ 85,000.00	100.00%	\$ -
A1.28	Soil Retention 30' to 35'	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.29	Tank Area Excavation 35' to 40'	1	LS	\$ 90,000.00	\$ 90,000.00		1	\$ -	\$ 90,000.00	100.00%	\$ -
A1.30	Soil Retention 35' to 40'	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.31	Tank Site Work Subgrade	1	LS	\$ 25,000.00	\$ 25,000.00		1	\$ -	\$ 25,000.00	100.00%	\$ -
A1.32	Tank Site Work 12" Leveling Base	1	LS	\$ 25,000.00	\$ 25,000.00		1	\$ -	\$ 25,000.00	100.00%	\$ -
A1.33	Tank Construction Site Work Wiring Track	1	LS	\$ 95,000.00	\$ 95,000.00		1	\$ -	\$ 95,000.00	100.00%	\$ -
A1.34	Tank Construction Site Work Ramp	1	LS	\$ 100,000.00	\$ 100,000.00		1	\$ -	\$ 100,000.00	100.00%	\$ -
A1.35	Tank Construction Site Work Pads	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.36	Tank Construction Site Work Roads	1	LS	\$ 100,000.00	\$ 100,000.00		1	\$ -	\$ 100,000.00	100.00%	\$ -
A1.37	Tank Piping Rough In	1	LS	\$ 50,000.00	\$ 50,000.00		1	\$ -	\$ 50,000.00	100.00%	\$ -
A1.38	Precast, Prestressed Concrete Tank	1	LS	\$ 2,200,000.00	\$ 2,200,000.00		1	\$ -	\$ 2,200,000.00	100.00%	\$ -
A1.39	Tank Installation of Drain Pipe	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.40	Tank Granular Backfill	1	LS	\$ 50,000.00	\$ 50,000.00		1	\$ -	\$ 50,000.00	100.00%	\$ -
A1.41	Tank Filler Fabric	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00	100.00%	\$ -
A1.42	Lift Station Wet Well Installation	1	LS	\$ 70,000.00	\$ 70,000.00		1	\$ -	\$ 70,000.00	100.00%	\$ -

Forest Grove Pump Station and 4.0 MG Ground Storage Tank
 A1 - Complete Construction of the Pump Station, 4 MG Ground Storage Tank, Yard Piping, Electrical, SCADA, Instrumentation, HVAC, and all equipment, materials, and services required in accordance with the Contract Documents, Plans, and Specifications

Bid Item No.	Description of Work	Quantity	Units	Unit Cost	Contract Value	Quantity This Estimate	Quantity To-Date	WORK COMPLETED		Percent Complete	Balance To Finish
								This Estimate	To-Date		
A1.43	Tank and Lift Station Backfill 40' to 35'	1	LS	\$ 35,000.00	\$ 35,000.00	1	1	\$ -	\$ 35,000.00	100.00%	\$ -
A1.44	Tank and Lift Station Backfill 35' to 30'	1	LS	\$ 34,000.00	\$ 34,000.00	1	1	\$ -	\$ 34,000.00	100.00%	\$ -
A1.45	Tank and Lift Station Backfill 30' to 25'	1	LS	\$ 33,000.00	\$ 33,000.00	1	1	\$ -	\$ 33,000.00	100.00%	\$ -
A1.46	Tank and Lift Station Backfill 25' to 20'	1	LS	\$ 32,000.00	\$ 32,000.00	1	1	\$ -	\$ 32,000.00	100.00%	\$ -
A1.47	Tank and Lift Station Backfill 20' to 15'	1	LS	\$ 31,000.00	\$ 31,000.00	1	1	\$ -	\$ 31,000.00	100.00%	\$ -
A1.48	Tank and Lift Station Backfill 15' to 10'	1	LS	\$ 30,000.00	\$ 30,000.00	1	1	\$ -	\$ 30,000.00	100.00%	\$ -
A1.49	Tank and Lift Station Backfill 10' to 5'	1	LS	\$ 29,000.00	\$ 29,000.00	1	1	\$ -	\$ 29,000.00	100.00%	\$ -
A1.50	Tank and Lift Station Backfill 5' to 0'	1	LS	\$ 28,000.00	\$ 28,000.00	1	1	\$ -	\$ 28,000.00	100.00%	\$ -
A1.51	Lift Station Valve Vault Installation	1	LS	\$ 2,500.00	\$ 2,500.00	1	1	\$ -	\$ 2,500.00	100.00%	\$ -
A1.52	Lift Station Copings	1	LS	\$ 30,000.00	\$ 30,000.00	1	1	\$ -	\$ 30,000.00	100.00%	\$ -
A1.53	Lift Station Pipe, Valves, and Fittings	1	LS	\$ 65,000.00	\$ 65,000.00	1	1	\$ -	\$ 65,000.00	100.00%	\$ -
A1.54	Lift Station Flight Pump Installations	1	LS	\$ 15,000.00	\$ 15,000.00	1	1	\$ -	\$ 15,000.00	100.00%	\$ -
A1.55	24" Supply Line	1	LS	\$ 25,000.00	\$ 25,000.00	1	1	\$ -	\$ 25,000.00	100.00%	\$ -
A1.56	20" Supply Line (4 MG GST)	1	LS	\$ 10,000.00	\$ 10,000.00	1	1	\$ -	\$ 10,000.00	100.00%	\$ -
A1.57	20" Supply Line (5 MG GST)	1	LS	\$ 110,000.00	\$ 110,000.00	1	1	\$ -	\$ 110,000.00	100.00%	\$ -
A1.58	Site Electrical Manholes	1	LS	\$ 175,000.00	\$ 175,000.00	1	1	\$ -	\$ 175,000.00	100.00%	\$ -
A1.59	Site Electrical Ductbank Section 1	1	LS	\$ 150,000.00	\$ 150,000.00	1	1	\$ -	\$ 150,000.00	100.00%	\$ -
A1.60	Site Electrical Ductbank Section 2	1	LS	\$ 50,000.00	\$ 50,000.00	1	1	\$ -	\$ 50,000.00	100.00%	\$ -
A1.61	Site Electrical Ductbank Section 3	1	LS	\$ 30,000.00	\$ 30,000.00	1	1	\$ -	\$ 30,000.00	100.00%	\$ -
A1.62	Site Electrical Ductbank Section 4	1	LS	\$ 20,000.00	\$ 20,000.00	1	1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.63	Site Electrical Ductbank Section 5	1	LS	\$ 20,000.00	\$ 20,000.00	1	1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.64	Site Electrical Ductbank Section 6	1	LS	\$ 20,000.00	\$ 20,000.00	1	1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.65	Site Electrical Ductbank Section 7	1	LS	\$ 20,000.00	\$ 20,000.00	1	1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.66	Site Electrical Ductbank Section 8	1	LS	\$ 20,000.00	\$ 20,000.00	1	1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.67	Site Electrical Ductbank Section 9	1	LS	\$ 7,500.00	\$ 7,500.00	1	1	\$ -	\$ 7,500.00	100.00%	\$ -
A1.68	Site Electrical Ductbank Section 10	1	LS	\$ 10,000.00	\$ 10,000.00	1	1	\$ -	\$ 10,000.00	100.00%	\$ -
A1.69	Site Electrical Ductbank Section 11	1	LS	\$ 10,000.00	\$ 10,000.00	1	1	\$ -	\$ 10,000.00	100.00%	\$ -
A1.70	Site Electrical Ductbank Section 12	1	LS	\$ 25,000.00	\$ 25,000.00	1	1	\$ -	\$ 25,000.00	100.00%	\$ -
A1.71	Site Electrical Direct Buried Section 13	1	LS	\$ 12,000.00	\$ 12,000.00	1	1	\$ -	\$ 12,000.00	100.00%	\$ -
A1.72	Site Electrical Direct Buried Section 14	1	LS	\$ 12,000.00	\$ 12,000.00	1	1	\$ -	\$ 12,000.00	100.00%	\$ -
A1.73	Pump Station Building Excavation 0' to 5'	1	LS	\$ 25,000.00	\$ 25,000.00	1	1	\$ -	\$ 25,000.00	100.00%	\$ -
A1.74	Pump Station Building Excavation 5' to 10'	1	LS	\$ 27,000.00	\$ 27,000.00	1	1	\$ -	\$ 27,000.00	100.00%	\$ -
A1.75	Pump Station Building Excavation 10' to 15'	1	LS	\$ 30,000.00	\$ 30,000.00	1	1	\$ -	\$ 30,000.00	100.00%	\$ -
A1.76	Pump Station Building Excavation 15' to 20'	1	LS	\$ 34,000.00	\$ 34,000.00	1	1	\$ -	\$ 34,000.00	100.00%	\$ -
A1.77	Pump Station Building Excavation 20' to 25'	1	LS	\$ 39,000.00	\$ 39,000.00	1	1	\$ -	\$ 39,000.00	100.00%	\$ -
A1.78	Pump Station Building Excavation 25' to 30'	1	LS	\$ 45,000.00	\$ 45,000.00	1	1	\$ -	\$ 45,000.00	100.00%	\$ -
A1.79	Pump Station Building Excavation 30' to 35'	1	LS	\$ 52,000.00	\$ 52,000.00	1	1	\$ -	\$ 52,000.00	100.00%	\$ -
A1.80	Pump Station Building Excavation 35' to 40'	1	LS	\$ 60,000.00	\$ 60,000.00	1	1	\$ -	\$ 60,000.00	100.00%	\$ -
A1.81	Pump Station Building Excavation 40' to 45'	1	LS	\$ 69,000.00	\$ 69,000.00	1	1	\$ -	\$ 69,000.00	100.00%	\$ -
A1.82	Pump Can Base Foundation Subgrade Prep	1	LS	\$ 50,000.00	\$ 50,000.00	1	1	\$ -	\$ 50,000.00	100.00%	\$ -
A1.83	Pump Can Base Foundation Forming	1	LS	\$ 20,000.00	\$ 20,000.00	1	1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.84	Pump Can Base Foundation Steel Tying, Set anchors	1	LS	\$ 20,000.00	\$ 20,000.00	1	1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.85	Pump Can Base Foundation Pour, Finish, Strip, and Clean	1	LS	\$ 20,000.00	\$ 20,000.00	1	1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.86	Set Pump Cans	1	LS	\$ 250,000.00	\$ 250,000.00	1	1	\$ -	\$ 250,000.00	100.00%	\$ -
A1.87	20" Suction Line Installation (4 MG GST)	1	LS	\$ 125,000.00	\$ 125,000.00	1	1	\$ -	\$ 125,000.00	100.00%	\$ -
A1.88	20" Suction Line Installation (5 MG GST)	1	LS	\$ 125,000.00	\$ 125,000.00	1	1	\$ -	\$ 125,000.00	100.00%	\$ -
A1.89	36" Suction Header	1	LS	\$ 175,000.00	\$ 175,000.00	1	1	\$ -	\$ 175,000.00	100.00%	\$ -
A1.90	12" Surge Line	1	LS	\$ 50,000.00	\$ 50,000.00	1	1	\$ -	\$ 50,000.00	100.00%	\$ -
A1.92	Pump Station Building Backfill 48' to 40'	1	LS	\$ 20,000.00	\$ 20,000.00	1	1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.93	Pump Station Building CLSM Around Pump Can 48' to 40'	1	LS	\$ 20,000.00	\$ 20,000.00	1	1	\$ -	\$ 20,000.00	100.00%	\$ -

Forest Grove Pump Station Improvements
 City of Princeton/GTUA
 CONTRACTOR: Associated Construction Partners, Ltd.
 ENGINEER: Kimley-Horn

PAY PERIOD ENDING DATE: 11/31/22
 PAY ESTIMATE NO.: 39

KIMLEY-HORN PROJECT NO:
 TWDB PROJECT NO:

Bid Item No.	Description of Work	Quantity	Units	Unit Cost	Contract Value	Quantity This Estimate	Quantity To-Date	WORK COMPLETED		Percent Complete	Balance To Finish
								This Estimate	To-Date		
A1.194	Pump Station Building Backfill 40' to 35'	1	LS	\$ 19,000.00	\$ 19,000.00		1	\$ -	\$ 19,000.00	100.00%	\$ -
A1.195	Pump Station Building CLSM Around Pump Can 40' to 35'	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.196	Pump Station Building Backfill 35' to 30'	1	LS	\$ 18,000.00	\$ 18,000.00		1	\$ -	\$ 18,000.00	100.00%	\$ -
A1.197	Pump Station Building CLSM Around Pump Can 35' to 30'	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.198	Pump Station Building Backfill 30' to 25'	1	LS	\$ 17,000.00	\$ 17,000.00		1	\$ -	\$ 17,000.00	100.00%	\$ -
A1.199	Pump Station Building CLSM Around Pump Can 30' to 25'	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.200	Pump Station Building Backfill 25' to 20'	1	LS	\$ 16,000.00	\$ 16,000.00		1	\$ -	\$ 16,000.00	100.00%	\$ -
A1.201	Pump Station Building CLSM Around Pump Can 25' to 20'	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.202	Pump Station Building Backfill 20' to 15'	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
A1.203	Pump Station Building CLSM Around Pump Can 20' to 15'	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.204	Pump Station Building Backfill 15' to 10'	1	LS	\$ 14,000.00	\$ 14,000.00		1	\$ -	\$ 14,000.00	100.00%	\$ -
A1.205	Pump Station Building CLSM Around Pump Can 15' to 10'	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.206	Pump Station Building Backfill 10' to 5'	1	LS	\$ 13,000.00	\$ 13,000.00		1	\$ -	\$ 13,000.00	100.00%	\$ -
A1.207	Pump Station Building CLSM Around Pump Can 10' to 5'	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.208	Pump Station Building Backfill 5' to 0' Finished Grade	1	LS	\$ 12,000.00	\$ 12,000.00		1	\$ -	\$ 12,000.00	100.00%	\$ -
A1.209	Pump Station Building CLSM Around Pump Can 5' to 0' Finished Grade	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.210	24" Diameter Piers	1	LS	\$ 160,000.00	\$ 160,000.00		1	\$ -	\$ 160,000.00	100.00%	\$ -
A1.211	Electrical Rough In	1	LS	\$ 150,000.00	\$ 150,000.00		1	\$ -	\$ 150,000.00	100.00%	\$ -
A1.212	Plumbing Rough In	1	LS	\$ 100,000.00	\$ 100,000.00		1	\$ -	\$ 100,000.00	100.00%	\$ -
A1.213	Pump Station Building Concrete Beam Excavation	1	LS	\$ 25,000.00	\$ 25,000.00		1	\$ -	\$ 25,000.00	100.00%	\$ -
A1.214	Pump Station Building Concrete Beam Cation Forms	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.215	Pump Station Building Concrete Beam Forming	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
A1.216	Pump Station Building Concrete Beam Steel Tie	1	LS	\$ 50,000.00	\$ 50,000.00		1	\$ -	\$ 50,000.00	100.00%	\$ -
A1.217	Pump Station Building Concrete Beam Pour and Finish	1	LS	\$ 50,000.00	\$ 50,000.00		1	\$ -	\$ 50,000.00	100.00%	\$ -
A1.218	Pump Station Building Concrete Beam Strip, Clean, and Finish	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
A1.219	Pump Station Building Concrete Foundation Cation Forms	1	LS	\$ 35,000.00	\$ 35,000.00		1	\$ -	\$ 35,000.00	100.00%	\$ -
A1.220	Pump Station Building Concrete Foundation Forming	1	LS	\$ 50,000.00	\$ 50,000.00		1	\$ -	\$ 50,000.00	100.00%	\$ -
A1.221	Pump Station Building Concrete Foundation Steel Tie	1	LS	\$ 100,000.00	\$ 100,000.00		1	\$ -	\$ 100,000.00	100.00%	\$ -
A1.222	Pump Station Building Concrete Foundation Pour and Finish	1	LS	\$ 100,000.00	\$ 100,000.00		1	\$ -	\$ 100,000.00	100.00%	\$ -
A1.223	Pump Station Building Concrete Foundation Strip, Clean, and Finish	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
A1.224	Pump Station Building Concrete Stem Wall Forming	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00	100.00%	\$ -
A1.225	Pump Station Building Concrete Stem Wall Steel Tie	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00	100.00%	\$ -
A1.226	Pump Station Building Concrete Stem Wall Pour and Finish	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
A1.227	Pump Station Building Concrete Stem Wall Strip, Clean, and Finish	1	LS	\$ 1,500.00	\$ 1,500.00		1	\$ -	\$ 1,500.00	100.00%	\$ -
A1.228	Pump Station Building Concrete Pump Foundations Forming	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00	100.00%	\$ -
A1.229	Pump Station Building Concrete Pump Foundations Steel Tie	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00	100.00%	\$ -
A1.230	Pump Station Building Concrete Pump Foundations Pour and Finish	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
A1.231	Pump Station Building Concrete Pump Foundations Strip, Clean, and Finish	1	LS	\$ 1,500.00	\$ 1,500.00		1	\$ -	\$ 1,500.00	100.00%	\$ -
A1.232	Pump Station Stand Crane Columns and Members	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00	100.00%	\$ -
A1.233	Pump Station Crane Installation	1	LS	\$ 3,000.00	\$ 3,000.00		1	\$ -	\$ 3,000.00	100.00%	\$ -
A1.234	Pump Station Crane Testing	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.235	Pump Station O&M	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
A1.236	Pump Station Structural Steel	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
A1.237	Pump Station Decking	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
A1.238	Pump Station Roof, Gutter, and Downspouts	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -

Bid Item No.	Description of Work	Quantity	Units	Unit Cost	Contract Value	Quantity This Estimate	Quantity To-Date	WORK COMPLETED		Percent Complete	Balance To Finish
								This Estimate	To-Date		
A1.139	Pump Station Roof Ratches	1	LS	\$ 12,000.00	\$ 12,000.00		1	\$ -	\$ 12,000.00	100.00%	\$ -
A1.140	Pump Station Doors	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.141	Pump Station Overhead Doors	1	LS	\$ 12,000.00	\$ 12,000.00		1	\$ -	\$ 12,000.00	100.00%	\$ -
A1.142	Pump Station Plumbing Fixture Installation	1	LS	\$ 7,500.00	\$ 7,500.00		1	\$ -	\$ 7,500.00	100.00%	\$ -
A1.143	Pump Station Building Electrical Lightning Protection	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.144	Pump Station Building Electrical Grounding	1	LS	\$ 35,000.00	\$ 35,000.00		1	\$ -	\$ 35,000.00	100.00%	\$ -
A1.145	Pump Station Building Electrical Raceway	1	LS	\$ 125,000.00	\$ 125,000.00		1	\$ -	\$ 125,000.00	100.00%	\$ -
A1.146	Pump Station Building Electrical Conduit	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -
A1.147	Pump Station Building Electrical Wire and Cable	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.148	Pump Station Building Electrical Racks and Cabinets	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.149	Pump Station Building Electrical Fixtures	1	LS	\$ 50,000.00	\$ 50,000.00		1	\$ -	\$ 50,000.00	100.00%	\$ -
A1.150	Pump Station Building Electrical Panels	1	LS	\$ 100,000.00	\$ 100,000.00		1	\$ -	\$ 100,000.00	100.00%	\$ -
A1.151	Pump Station Building Instruments	1	LS	\$ 50,000.00	\$ 50,000.00		1	\$ -	\$ 50,000.00	100.00%	\$ -
A1.152	Pump Station Building Programming and Integration	1	LS	\$ 135,000.00	\$ 135,000.00		1	\$ -	\$ 135,000.00	100.00%	\$ -
A1.153	Pump Station Building HVAC	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00	100.00%	\$ -
A1.154	Pump Station Building Set Pumps	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.155	Pump Station Building Set Pump Motors	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
A1.156	Pump Station Building Grou. Level, Millwright, and Test	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
A1.157	Pump Station Building Discharge Piping from Pumps to 30" Discharge Header	1	LS	\$ 125,000.00	\$ 125,000.00		1	\$ -	\$ 125,000.00	100.00%	\$ -
A1.158	Pump Station Building Coatings	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00	100.00%	\$ -
A1.159	Pump Station Building Pipe, Valves, Fittings and Pumps Coatings	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
A1.160	Sanitary Sewer Piping Installation from Bldg to Gator Pump (included)	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
A1.161	Sanitary Sewer Piping Installation from Gator Pump to MH	1	LS	\$ 7,500.00	\$ 7,500.00		1	\$ -	\$ 7,500.00	100.00%	\$ -
A1.162	Site Electrical Generator Rough In	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
A1.163	Site Electrical Generator Delivery and Offloading	1	LS	\$ 185,000.00	\$ 185,000.00		1	\$ -	\$ 185,000.00	100.00%	\$ -
A1.164	30" Discharge Header	1	LS	\$ 35,000.00	\$ 35,000.00		1	\$ -	\$ 35,000.00	100.00%	\$ -
A1.165	8" Fire Hydrant Line	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
A1.166	Storm Drain Piping and Inlets	1	LS	\$ 120,000.00	\$ 120,000.00		1	\$ -	\$ 120,000.00	100.00%	\$ -
A1.167	6" Concrete Splash Pad at Tank	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00	100.00%	\$ -
A1.168	6" Concrete Generator Foundation	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
A1.169	Concrete Sidewalk	1	LS	\$ 3,500.00	\$ 3,500.00		1	\$ -	\$ 3,500.00	100.00%	\$ -
A1.170	Concrete Transformer Pad	1	LS	\$ 2,500.00	\$ 2,500.00		1	\$ -	\$ 2,500.00	100.00%	\$ -
A1.171	Concrete Proposed TNP Switch Gear	1	LS	\$ 2,500.00	\$ 2,500.00		1	\$ -	\$ 2,500.00	100.00%	\$ -
A1.172	Site Work Driveway Subgrade	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
A1.173	Concrete Driveway and Curbing	1	LS	\$ 50,000.00	\$ 50,000.00		1	\$ -	\$ 50,000.00	100.00%	\$ -
A1.174	Site Work Finished Subgrade	1	LS	\$ 25,000.00	\$ 25,000.00		1	\$ -	\$ 25,000.00	100.00%	\$ -
A1.175	Site Work Topsoil to Fished Grade	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
A1.176	Decorative Screen Wall	1	LS	\$ 175,000.00	\$ 175,000.00		1	\$ -	\$ 175,000.00	100.00%	\$ -
A1.177	Permanent Sign	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
A1.178	Gate and Operator	1	LS	\$ 12,000.00	\$ 12,000.00		1	\$ -	\$ 12,000.00	100.00%	\$ -
A1.179	Wooden Privacy Fence	1	LS	\$ 18,000.00	\$ 18,000.00		1	\$ -	\$ 18,000.00	100.00%	\$ -
A1.180	Landscape and Irrigation	1	LS	\$ 55,000.00	\$ 55,000.00		1	\$ -	\$ 55,000.00	100.00%	\$ -
A1.181	Existing Pump Station Demolition	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00	100.00%	\$ -
A1.182	Startup and Testing	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00	100.00%	\$ -
A2 - Storm Water Pollution Prevention Plan											
A2.01	SW3P - BMP Installation	1	LS	\$ 25,000.00	\$ 25,000.00		1	\$ -	\$ 25,000.00	100.00%	\$ -
A3 - Trench Safety for Items A1-A2 related to the Construction of the Forest Grove Pump Station and 4.0 MG Ground Storage Tank Improvements											

Bid Item No.	Description of Work	Quantity	Units	Unit Cost	Contract Value	Quantity This Estimate	Quantity To-Date	WORK COMPLETED		Percent Complete	Balance To Finish
								This Estimate	To-Date		
A3-01	Trench Safety	1	LS	\$ 50,000.00	\$ 50,000.00		1	\$ -	\$ 50,000.00	100.00%	\$ -
A4-01	Security System Cameras, Recorder, Battery Backup, Installation and Configuration	1	LS	\$ 55,000.00	\$ 55,000.00		1	\$ -	\$ 55,000.00	100.00%	\$ -
B1 - Complete Construction of the Offsets 24-inch Water Lines shown on C16, C17, and Pipeline A on Sheet C5											
B1-01	Survey	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
B1-02	Install Water Line 1+00 to 10+35.64 Includes Valve	1	LS	\$ 365,000.00	\$ 365,000.00		1	\$ -	\$ 365,000.00	100.00%	\$ -
B1-03	Make Connection to existing 24" NTMWD Water Line	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
B1-04	Testing	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
B2 - Trench Safety for Item B1 related to the construction of the Delivery Site Water Line											
B2-01	Trench Safety for Item B1 related to the construction of the Delivery Site Water Line	1	LS	\$ 25,000.00	\$ 25,000.00		1	\$ -	\$ 25,000.00	100.00%	\$ -
NTMWD Delivery Site											
C1 - Complete Construction of the NTMWD Delivery Site Improvements including: Meter Vault, Delivery Site Building, Pipeline B, control valve, meter, electrical, SCADA, and all equipment, materials and services in accordance with the Contract Documents, Plans, and Specifications											
C1-01	Site Work Excavation	1	LS	\$ 95,000.00	\$ 95,000.00		1	\$ -	\$ 95,000.00	100.00%	\$ -
C1-02	Site Work Subgrade Preparation	1	LS	\$ 30,000.00	\$ 30,000.00		1	\$ -	\$ 30,000.00	100.00%	\$ -
C1-03	Concrete Foundation Forming	1	LS	\$ 30,000.00	\$ 30,000.00		1	\$ -	\$ 30,000.00	100.00%	\$ -
C1-04	Concrete Foundation Steel Tie	1	LS	\$ 30,000.00	\$ 30,000.00		1	\$ -	\$ 30,000.00	100.00%	\$ -
C1-05	Concrete Foundation Pour Concrete, Strip, Clean, and Finish	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00	100.00%	\$ -
C1-06	Concrete Wall Forming	1	LS	\$ 60,000.00	\$ 60,000.00		1	\$ -	\$ 60,000.00	100.00%	\$ -
C1-07	Concrete Wall Steel Tie	1	LS	\$ 60,000.00	\$ 60,000.00		1	\$ -	\$ 60,000.00	100.00%	\$ -
C1-08	Concrete Wall Pour Concrete, Strip, Clean, and Finish	1	LS	\$ 30,000.00	\$ 30,000.00		1	\$ -	\$ 30,000.00	100.00%	\$ -
C1-09	Concrete Suspended Forming/False Work	1	LS	\$ 60,000.00	\$ 60,000.00		1	\$ -	\$ 60,000.00	100.00%	\$ -
C1-10	Concrete Suspended Steel Tie	1	LS	\$ 30,000.00	\$ 30,000.00		1	\$ -	\$ 30,000.00	100.00%	\$ -
C1-11	Concrete Suspended Pour Concrete, Strip, Clean, and Finish	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
C1-12	Yard Piping	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00	100.00%	\$ -
C1-13	Vault Piping	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
C1-14	Westfall Flow Conditioner Delivery and Offloading	1	LS	\$ 50,000.00	\$ 50,000.00		1	\$ -	\$ 50,000.00	100.00%	\$ -
C1-15	Electromagnetic Flow Meter	1	LS	\$ 60,000.00	\$ 60,000.00		1	\$ -	\$ 60,000.00	100.00%	\$ -
C1-16	24" BFV W/ Actuator	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
C1-17	Control Valve	1	LS	\$ 15,000.00	\$ 15,000.00		1	\$ -	\$ 15,000.00	100.00%	\$ -
C1-18	Building Masonry	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
C1-19	Building Structural Steel and Roof	1	LS	\$ 2,500.00	\$ 2,500.00		1	\$ -	\$ 2,500.00	100.00%	\$ -
C1-20	Building Door	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
C1-21	Building HVAC Installations	1	LS	\$ 2,500.00	\$ 2,500.00		1	\$ -	\$ 2,500.00	100.00%	\$ -
C1-22	Access Hatches	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
C1-23	Painting and Coatings	1	LS	\$ 3,500.00	\$ 3,500.00		1	\$ -	\$ 3,500.00	100.00%	\$ -
C1-24	Vault Sump	1	LS	\$ 1,500.00	\$ 1,500.00		1	\$ -	\$ 1,500.00	100.00%	\$ -
C1-25	Sampling Station	1	LS	\$ 5,000.00	\$ 5,000.00		1	\$ -	\$ 5,000.00	100.00%	\$ -
C1-26	Stairs and Handrail	1	LS	\$ 10,000.00	\$ 10,000.00		1	\$ -	\$ 10,000.00	100.00%	\$ -
C1-27	Electrical Lighting Protection	1	LS	\$ 50,000.00	\$ 50,000.00		1	\$ -	\$ 50,000.00	100.00%	\$ -
C1-28	Electrical Grounding	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
C1-29	Electrical Conduit/Raceways	1	LS	\$ 75,000.00	\$ 75,000.00		1	\$ -	\$ 75,000.00	100.00%	\$ -
C1-30	Electrical Wire and Cable	1	LS	\$ 40,000.00	\$ 40,000.00		1	\$ -	\$ 40,000.00	100.00%	\$ -
C1-31	Electrical Racks and Cabinets	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -
C1-32	Electrical Fixtures	1	LS	\$ 20,000.00	\$ 20,000.00		1	\$ -	\$ 20,000.00	100.00%	\$ -

17 Forest Grove Pump Station Improvements
 OWNER: City of Princeton/GTJA
 CONTRACTOR: Associated Construction Partners, Ltd.
 ENGINEER: Kimley-Horn

11/31/22
39

KIMLEY-HORN PROJECT NO:
TWDB PROJECT NO:

62759

Bid Item No.	Description of Work	Quantity	Units	Unit Cost	Contract Value	Quantity This Estimate	Quantity To-Date	WORK COMPLETED		Percent Complete	Balance To Finish
								This Estimate	To-Date		
C1.33	Electrical Panels	1	LS	\$ 75,000.00	\$ 75,000.00	1	1	\$ -	\$ 75,000.00	100.00%	\$ -
C1.34	Instruments	1	LS	\$ 50,000.00	\$ 50,000.00	1	1	\$ -	\$ 50,000.00	100.00%	\$ -
C1.35	Programming and Integration	1	LS	\$ 60,000.00	\$ 60,000.00	1	1	\$ -	\$ 60,000.00	100.00%	\$ -
C2 - NTMWD Site Concrete Driveway											
C2.01	NTMWD Site Concrete Driveway	1	LS	\$ 2,500.00	\$ 2,500.00	1	1	\$ -	\$ 2,500.00	100.00%	\$ -
C3 - Existing NTMWD Delivery Site Demolition											
C3.01	Existing NTMWD Delivery Site Demolition	1	LS	\$ 3,000.00	\$ 3,000.00	1	1	\$ -	\$ 3,000.00	100.00%	\$ -
C3.02	Existing NTMWD Delivery Site Demolition	1	LS	\$ 2,000.00	\$ 2,000.00	1	1	\$ -	\$ 2,000.00	100.00%	\$ -
C4 - Trench Safety for Items C1-C3 related to the Construction of the NTMWD Delivery Site Improvements											
C4.01	Trench Safety for Items C1-C3 related to the Construction of the NTMWD Delivery Site Improvements	1	LS	\$ 5,000.00	\$ 5,000.00	1	1	\$ -	\$ 5,000.00	100.00%	\$ -
Tank Mixer and Chemical Disinfection System											
D1 - Tank Mixer & Chemical Disinfection System											
D1.01	Site Work Excavation	1	LS	\$ 5,000.00	\$ 5,000.00	1	1	\$ -	\$ 5,000.00	100.00%	\$ -
D1.02	Site Work Subgrade Preparation	1	LS	\$ 10,000.00	\$ 10,000.00	1	1	\$ -	\$ 10,000.00	100.00%	\$ -
D1.03	Concrete Foundation Forming	1	LS	\$ 10,000.00	\$ 10,000.00	1	1	\$ -	\$ 10,000.00	100.00%	\$ -
D1.04	Concrete Foundation Steel Tie	1	LS	\$ 5,000.00	\$ 5,000.00	1	1	\$ -	\$ 5,000.00	100.00%	\$ -
D1.05	Concrete Foundation Pour Concrete, Strip, Clean, and Finish	1	LS	\$ 5,000.00	\$ 5,000.00	1	1	\$ -	\$ 5,000.00	100.00%	\$ -
D1.06	Yard Piping	1	LS	\$ 20,000.00	\$ 20,000.00	1	1	\$ -	\$ 20,000.00	100.00%	\$ -
D1.07	Install Buildings on Foundation	1	LS	\$ 150,000.00	\$ 150,000.00	1	1	\$ -	\$ 150,000.00	100.00%	\$ -
D1.08	Install Chemical Equipment	1	LS	\$ 35,000.00	\$ 35,000.00	1	1	\$ -	\$ 35,000.00	100.00%	\$ -
D1.09	Install Mixer	1	LS	\$ 100,000.00	\$ 100,000.00	1	1	\$ -	\$ 100,000.00	100.00%	\$ -
TOTAL CONTRACT											\$ -
											\$ 13,307,500.00

**ATTACHMENT "C"
PAYMENT REQUEST
TABULATION OF VALUES FOR MATERIALS ON HAND**

PROJECT:	Forest Grove Pump Station Improvements	PROJECT NUMBER	
OWNER:	City of Princeton/GTLJA	TWDB 62759 ACP 1201	
CONTRACTOR:	Associated Construction Partners, Ltd.		
ENGINEER:	Kimley-Horn		

PAYMENT PERIOD FROM: 11/1/2022 **TO:** 11/31/22 **ESTIMATE NO.:** 39

PR #	Invoice No	Manufacturer and Description	On Hand Last Estimate to Date	Received This Estimate	Installed to Date	On Hand This Estimate
5	190058	Thompson Pipe Group	\$ 250,541.16	-	\$ 250,541.16	\$ -
5	8593	Newman Regency Group	\$ 48,500.00	-	\$ 48,500.00	\$ -
8	1098151	Ferguson Waterworks	\$ 65,219.61	-	\$ 65,219.61	\$ -
8	1069784	Ferguson Waterworks	\$ 21,297.10	-	\$ 21,297.10	\$ -
8	1098162	Ferguson Waterworks	\$ 23,140.27	-	\$ 23,140.27	\$ -
8	1098162-1	Ferguson Waterworks	\$ 1,679.14	-	\$ 1,679.14	\$ -
8	1098536	Ferguson Waterworks	\$ 1,418.53	-	\$ 1,418.53	\$ -
8	1101102	Ferguson Waterworks	\$ 2,847.35	-	\$ 2,847.35	\$ -
8	1082727	Ferguson Waterworks	\$ 26,535.60	-	\$ 26,535.60	\$ -
8	1098239	Ferguson Waterworks	\$ 2,400.00	-	\$ 2,400.00	\$ -
8	1098239-1	Ferguson Waterworks	\$ 4,838.62	-	\$ 4,838.62	\$ -
8	1107521	Ferguson Waterworks	\$ 621.09	-	\$ 621.09	\$ -
8	1107521-1	Ferguson Waterworks	\$ 584.24	-	\$ 584.24	\$ -
8	1099907	Ferguson Waterworks	\$ 4,214.59	-	\$ 4,214.59	\$ -
9	1119459	Ferguson Waterworks	\$ 12,301.88	-	\$ 12,301.88	\$ -
9	1069784-2	Ferguson Waterworks	\$ 32,474.32	-	\$ 32,474.32	\$ -
9	1069784-1	Ferguson Waterworks	\$ 5,381.98	-	\$ 5,381.98	\$ -
11	3556B27210	Xylem	\$ 40,539.78	-	\$ 40,539.78	\$ -
11	3556B27211	Xylem	\$ 13,912.22	-	\$ 13,912.22	\$ -
11	1000900	Precision Pump Systems	\$ 5,627.58	-	\$ 5,627.58	\$ -
11	1123383	Ferguson Waterworks	\$ 20,522.20	-	\$ 20,522.20	\$ -
11	1123025	Ferguson Waterworks	\$ 5,261.44	-	\$ 5,261.44	\$ -
12	PO	Smith Pump Company	\$ 78,941.00	-	\$ 78,941.00	\$ -
13	1070192-3	Ferguson Waterworks	\$ 23,621.76	-	\$ 23,621.76	\$ -
13	1146056	Ferguson Waterworks	\$ 14,044.60	-	\$ 14,044.60	\$ -
13	1070192-2	Ferguson Waterworks	\$ 137,196.72	-	\$ 137,196.72	\$ -
13	047852-IN	Ei2	\$ 126,000.00	-	\$ 126,000.00	\$ -
14	1069784-3	Ferguson Waterworks	\$ 10,951.93	-	\$ 10,951.93	\$ -
14	1070192-4	Ferguson Waterworks	\$ 42,092.40	-	\$ 42,092.40	\$ -

14	1143853	Ferguson Waterworks	\$	7,623.47	\$	-	\$	7,623.47	\$	-
14	1070192-5	Ferguson Waterworks	\$	70,865.28	\$	-	\$	70,865.28	\$	-
15	1070192-6	Ferguson Waterworks	\$	202,836.96	\$	-	\$	202,836.96	\$	-
16	1151552-00	Mechanical Reps, Inc.	\$	5,500.00	\$	-	\$	5,500.00	\$	-
16	1069784-4	Ferguson Waterworks	\$	18,501.95	\$	-	\$	18,501.95	\$	-
16	1098248-2	Ferguson Waterworks	\$	4,886.65	\$	-	\$	4,886.65	\$	-
16	1163519	Ferguson Waterworks	\$	3,752.82	\$	-	\$	3,752.82	\$	-
16	004848-IN	EI2	\$	58,500.00	\$	-	\$	58,500.00	\$	-
16	61318	Barnsco	\$	8,202.00	\$	-	\$	8,202.00	\$	-
16	61319	Barnsco	\$	17,283.50	\$	-	\$	17,283.50	\$	-
16	61320	Barnsco	\$	9,231.30	\$	-	\$	9,231.30	\$	-
16	48135	Barnsco	\$	20,056.38	\$	-	\$	20,056.38	\$	-
16	SA 187909	Burnco	\$	580.00	\$	-	\$	580.00	\$	-
16	SA 187910	Burnco	\$	500.00	\$	-	\$	500.00	\$	-
19	1171825	Ferguson Waterworks	\$	39,387.08	\$	-	\$	39,387.08	\$	-
20	21490	Shirley Masonry	\$	40,042.50	\$	-	\$	40,042.50	\$	-
20	0049498-IN	EI2	\$	111,000.00	\$	-	\$	111,000.00	\$	-
20	1189247	Ferguson Waterworks	\$	20,246.86	\$	-	\$	20,246.86	\$	-
20	1189960	Ferguson Waterworks	\$	14,295.37	\$	-	\$	14,295.37	\$	-
21	1189216	Ferguson Waterworks	\$	26,551.73	\$	-	\$	26,551.73	\$	-
21	1189247-1	Ferguson Waterworks	\$	8,724.06	\$	-	\$	8,724.06	\$	-
21	1151818-00	MRI	\$	19,700.00	\$	-	\$	19,700.00	\$	-
22	1001869	Smith Pump Company	\$	335,698.00	\$	-	\$	335,698.00	\$	-
22	4370985-2	Ace Industries, Inc.	\$	25,449.87	\$	-	\$	25,449.87	\$	-
25	9007808584	Summit	\$	25,066.00	\$	-	\$	25,066.00	\$	-
25	9007813014	Summit	\$	3,281.00	\$	-	\$	3,281.00	\$	-
25	9007814667	Summit	\$	1,141.00	\$	-	\$	1,141.00	\$	-
25	9007816672	Summit	\$	7,926.00	\$	-	\$	7,926.00	\$	-
25	9007819730	Summit	\$	2,106.00	\$	-	\$	2,106.00	\$	-
25	9007826995	Summit	\$	1,852.00	\$	-	\$	1,852.00	\$	-
25	9007829229	Summit	\$	2,960.00	\$	-	\$	2,960.00	\$	-
25	9007832719	Summit	\$	3,677.00	\$	-	\$	3,677.00	\$	-
25	9007714766	Summit	\$	101,308.00	\$	-	\$	101,308.00	\$	-
26	18664	Del Zotto Products	\$	7,884.76	\$	-	\$	7,884.76	\$	-
26	18688	Del Zotto Products	\$	5,737.12	\$	-	\$	5,737.12	\$	-
26	18712	Del Zotto Products	\$	6,568.80	\$	-	\$	6,568.80	\$	-
			\$	-	\$	-	\$	-	\$	-
			\$	-	\$	-	\$	-	\$	-
TOTAL FOR PAGE / PROJECT			\$	1,101,195.86	\$	-	\$	1,101,195.86	\$	-



215 W. Bandera Rd. Ste. 114-461
 Boerne, Texas 78006
 mgr@acpartners.org
 210.698.8714

CHANGE ORDER COST SUMMARY

PROJECT NAME:	<u>Forest Grove Pump Station</u>	C.P. #	<u>2</u>
PROJECT NO:	<u>1201</u>	DATE:	<u>12/9/2021</u>
ENGINEER:	<u>Kimley Horn</u>		
DESCRIPTION OF CHANGE:			
Replace SCADAPack with a PCL that is compatible with current SCADA the City is using per RFI #34.			

General Contractor Direct Costs

Additive Costs

A Labor	\$	1,447.91	
B Material	\$	-	
C Equipment	\$	-	
D Subtotal of Additive Cost (not including subcontractor costs)			\$ 1,447.91

Deductive Costs (use parentheses to denote negative figures)

E Labor	\$	-	
F Material	\$	-	
G Equipment	\$	-	
H Subtotal of Deductive Cost			\$ -

I Contractor's Total Direct Cost (D+H) \$ 1,447.91

J Contractor's Fee for Increase in Contract Price	15%	\$ 217.19	
Contractor's Fee for Decrease in Contract Price	5%	\$ -	

K Total Contractor Direct Costs + Mark-up (Line I + J) \$ 1,665.10

L Total Contractor's Subcontractor Costs \$ 78,997.47

M Contractor's Fee on Subcontractor Direct Costs (if increase) 5% \$ 3,949.87

N Total Contractor Change Request (Line K + L + M) \$ 84,612.44

	12/9/23
Contractor Signature	Date

	04/19/23
Engineer Signature	Date

Shawn Fort C=USA, E=sfort@princeton.tx.us, O=City of Princeton, CN=Shawn Fort	Date
2023.04.21 08:16:36-05'00'	

GTUA/Owner

Date

12/9/2021 1:14 PM



PAGE 2
 Additive Costs

Description of Work

Replace SCADAPack with a PCL that is compatible with current SCADA the City is using per RFI #34.

Days Required

60

Code	Labor Type	#	Rate		Days	Total
L03	Project Manager	1	\$ 628.10	x	1	\$ 628.10
L01	Supervision	2	\$ 409.91	x	1	\$ 819.81
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
NA	-	0	\$ -	x	0	
Total Labor						\$ 1,447.91

Material Description	Qty	Rate	Total
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Material			\$ -

Equipment Type	Days	Rate	Fuel	Del	Total
None	0	\$ -	10		
None	0	\$ -	20		
None	0	\$ -	20		
None	0	\$ -	100		
None	0	\$ -	100		
None	0	\$ -	100		
Total Equipment					\$ -

Page Total					\$ 1,447.91
-------------------	--	--	--	--	--------------------



PAGE 3
 Deductive Costs

Description of Work

--

Days Required

0

Code	Labor Type	#	Rate		Days	Total
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
NA	-	0	\$ -	X	0	
Total Labor						\$ -

Material Description	Qty	Rate	Total
	0		\$ -
	0		\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Total Material			\$ -

Equipment Type	Days	Rate	Fuel	Del	Total
None	0	\$ -	100		
None	0	\$ -	100		
None	0	\$ -	100		
None	0	\$ -	100		
None	0	\$ -	100		
None	0	\$ -	100		
Total Equipment					\$ -

Page Total		\$ -
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215 W. Bandera Rd. Ste. 114-461
Boerne, Texas 78006
mgr@acpartners.org
210.698.8714

PAGE 4
Subcontractor Costs

Description	Qty	Rate	Total
RLC	1	\$ 78,997.47	\$ 78,997.47
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
	0	\$ -	\$ -
Subcontractor Total			\$ 78,997.47



SCADA, Security & Control Systems

8115 Hicks Hollow
McKinney, TX 75071

Office: 972-542-7375
Fax: 214-733-8254

November 1, 2021

RFI-34

City of Princeton Forest Grove Pump Station

Reference: Attachments as follows

RFI for improvements

RLC quote for replacing the SCADAPack 357 attached

RLC quote for HMI SCADA upgrade to 5000 tags, VT Scada, redundant servers and workstation.

Additional days requested for this change order: 60 Days



REQUEST FOR INFORMATION

Project: Forest Grove Pump Station	RFI #: RFI-34
Project No.: 064478923	Date Sent: 10/15/2021
Sender: Associated Construction Partners (ACP)	Receiver: City of Princeton, TX
Copies To: Shawn Fort	

Subject: RFI #34 – Request: We have recently discovered the specified SCADAPack 357 will be obsolete within the next 2 years. RLC would like to replace the SCADAPack with a PLC that is compatible with the current SCADA the City is using. The existing Wonderware HMI software has a 500 tag limit. The City has added multiple sites since this project was released. The current 500 tag limit is not enough to accommodate the new Pump Station. After discussion with the City and Kimley-Horn engineers, RLC is proposing to change HMI software to VT SCADA which has built in alarm callout features, dual redundant server feature and 5000 tags. This software is compatible with the existing PLC's. The City has also requested replacing the HMI PC. Sender's Proposed Answer/Solution: Replace the SCADAPack PLC with Modicon M340 Replace the Wonderware HMI with VT SCADA software with 5000 tags Replace the existing PC with 2 servers for redundancy
--

THE PROPOSED ANSWER/SOLUTION IS, IS NOT, INCLUDED IN THE CONTRACT.

Receiver's Response: KHA & GAI take no exception to the replacement of SCADAPack PLC with Modicon M340 for the Forest Grove Pump Station. It is understood that RLC will be taking the lead in replacement of the Wonderware HMI with VT SCADA software with 5000 tags and replacing the existing PC with 2 servers for redundancy. The City takes no exception to the new VT SCADA software and replacing the PC with servers. Kimley-Horn and Gupta and Associates will not be reviewing submittals or providing technical assistance for these two items.

Response By: Stuart Williams, P.E.	Company: Kimley-Horn and Associates, Inc. Texas Registration No. F-928	Date: 10/27/2021
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DISTRIBUTION: Shawn Fort (City of Princeton) Kimley-Horn Project File
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RLC Controls, Inc.

Serving your Instrumentation Needs

Main Address: 8115 Hicks Hollow
McKinney, TX 75071
Phone: 214-683-8185

DATE: 11/1/2021
PROJECT: Princeton Forest Grove Pump Station

RFI-34 Scope of work for the PLC Upgrade

RLC, Inc. is pleased to provide pricing for this project as an Instrumentation & Controls Subcontractor:

THIS QUOTE INCLUDES THE FOLLOWING:

- A. RLC will provide a deduct for the end-of-life SCADA Pack 357.
- B. RLC will provide a cost for the new Schneider Electric M340 PLC.
- C. RLC will provide a cost to change out the PLC in the RTU panel that has already been built.

Deduct for SCADA Pack 375	-\$3,351.00
Cost for M340 PLC	\$5,600.00
<u>Labor to change PLC's</u>	<u>\$4,748.47</u>
Total for PLC Change	\$6,997.47

RLC Controls, Inc.

Michael Cunningham
President

RLC Controls, Inc.

Serving your Instrumentation Needs

Main Address: 8115 Hicks Hollow
McKinney, TX 75071
Phone: 214-683-8185

DATE: 11/1/2021
PROJECT: Princeton Forest Grove Pump Station

RFI-34 Scope of work for the SCADA Upgrade

RLC, Inc. is pleased to provide pricing for this project as an Instrumentation & Controls Subcontractor:

THIS QUOTE INCLUDES THE FOLLOWING:

- A. RLC will provide and install two Dell Power Edge R340 Servers. The servers will have the following software:
 - VTSCADA 5K Dual Server Premium License the servers will be redundant and fail over to each other.
 - VTSCADA 5K Development/ Runtime
 - VTSCADA 5K Alarm Notification
 - The servers will have unlimited users and clients. The clients can be a PC or a mobile user.
- B. RLC will provide and install 1 Dell workstations for the operator terminals.
- C. RLC will provide and install 2 Dell 32" monitors
- D. RLC will provide and install one server cabinet to house the servers at the Main Office.
- E. RLC will provide and install 1 APC 1500 KVA UPS for battery backup for the servers.
- F. RLC will develop a new SCADA application based on the existing Water and Wastewater system.
- G. RLC will provide a FAT with the customer on the new system
- H. RLC will start-up the new SCADA system and test all the I/O points in the system.
- I. RLC will provide training on the new system and software.

Project Total \$72,000.00

Proposal Clarifications & Exclusions

- 1. Pricing does NOT include the following services and equipment:
 - a. Furnishing or installation of any panel racks, instrument racks or mounting plates, conduit, raceway, duct banks, wire, etc. required to connect instruments and associated panels.

- b. Sales tax or bonding cost. Payment and/or Performance Bond pricing can be added by request.
2. Pricing includes all Per Diem and Travel Costs.
3. Pricing is based on progressive invoicing and to include payment for properly stored material. Payment terms to be net thirty days.
4. Bid valid for sixty (60) days.

TERMS: Net due in thirty (30) days from date of invoice.

TAXES: Excluded

FREIGHT: FOB Jobsite; freight allowed.

INSURANCE: RLC carries builder's risk and general liability insurance as required by project specifications. Any additional insurance, such as being named on our policy, can be provided at an additional cost.

RLC Controls, Inc.

Michael Cunningham
President

Project Name: Forest Grove Pump Station Improvements
 Project Owner: City of Princeton, Texas

Schedule with CO # 2 Impact

ID	Task Name	Duration	Predecessors	Successors	Start	Finish	Calendar
1	Overall Contract Time Schedule	944 days			Mon 8/26/19	Sat 4/30/22	December 2021, January 2022, February 2022, March 2022, April 2022, May 2022
2	Administrative Activities	694 days			Mon 8/26/19	Mon 7/19/21	
76	Construction Activities	943 days			Tue 8/27/19	Sat 4/30/22	
77	Mobilization and Initial Work	76 days			Tue 8/27/19	Sun 11/10/19	
95	13205 - Precast, Prostressed Concrete Tank with Steel Diaphragm	557 days			Mon 11/11/19	Thu 9/20/21	
127	Pavement Modifications S Forest Grove	38 days			Mon 1/20/20	Wed 2/26/20	
133	Construction of the Offsite 24-inch Water Lines shown on C16, C17, and Pipeline A on Sheet C5	633 days			Tue 2/11/20	Thu 1/14/21	
137	24" Discharge Piping	54 days			Mon 1/18/21	Fri 3/12/21	
145	Pump Station Subgrade and Infrastructure	123 days			Tue 9/29/20	Fri 1/29/21	
182	Pump Station Building	330 days			Sat 1/30/21	Sat 12/25/21	
233	Yard Piping	163 days			Thu 5/6/21	Fri 10/15/21	

Normal Milestone Summary Critical
 Inactive Milestone Manual Task Duration-only
 Manual Summary Rollup External Tasks
 Manual Summary Start-only Finish-only
 External Milestone

Associated Construction Partners, Ltd
 215 W Bandera Rd., Suite 114-461
 Boerne, Texas 78006

Phone 210-698-8714
 Fax 210-698-8712
 Email: mg@acpartners.org

Project Name: Forest Grove Pump Station Improvements
 Project Owner: City of Princeton, Texas

Schedule with CO # 2 Impact

ID	Task Name	Duration	Predecessors	Successors	Start	Finish
242	Site Electrical	257 days			Mon 2/1/21	Fri 10/15/21
267	NTMWD Meter Vault, Site Building	339 days			Sat 3/13/21	Fri 3/4/22
304	Tank Mixer & Chemical Disinfection System	88 days			Wed 3/3/21	Sat 5/29/21
314	Site Improvements	86 days			Sat 10/16/21	Thu 1/27/22
326	Startup and Testing	19 days	225,207,231,232,2-327		Mon 3/7/22	Thu 3/31/22
327	Substantial Completion	0 days	326,321,322,323,3-328,329,330,331FE		Thu 3/31/22	Thu 3/31/22
328	Existing Pump Station and NTMWD Demolition	17 days	327		Fri 4/1/22	Mon 4/25/22
329	Landscape and Irrigation	17 days	327		Fri 4/1/22	Mon 4/25/22
330	Purch List, Site Cleanup, and Restoration	22 days	327		Fri 4/1/22	Sat 4/30/22
331	Final Completion	0 days	327FS+30 days		Sat 4/30/22	Sat 4/30/22

Associated Construction Partners, Ltd
 215 W Bandera Rd., Suite 114-461
 Boerne, Texas 78006

Phone: 210-698-4714
 Fax: 210-698-4712
 Email: mg@acpartners.org

Normal Milestone Summary Critical

Inactive Milestone Manual Task Duration-only

Manual Summary Rollup Manual Summary Start-only Finish-only

External Tasks External Milestone

From: [Helmberger, Joe](#)
Sent: Tuesday, April 25, 2023 4:27 PM
To: [Tasha Hamilton](#)
Subject: Forest Grove Pump Station - Change Orders - 064478939

There are, to my knowledge, no outstanding change orders for this project.

Thanks and please call with any questions.

Joe

Joseph E. Helmberger, P.E.

Kimley-Horn | 260 East Davis Street, Suite 100, McKinney, Texas 75069

Direct: 469 301 2585 | Mobile: 214 546 3707

[Celebrating 16 years as one of FORTUNE's 100 Best Companies to Work For](#)

CERTIFICATE OF PROJECT COMPLETION

Project: CITY OF PRINCETON FOREST GROVE PUMP STATION

Date of Issuance: 04/25/2023

Owner: CITY OF PRINCETON

Contractor: ASSOCIATED CONSTRUCTION PARTNERS, Ltd.

Engineer: KIMMEL HOWE & ASSOCIATES

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 PRINCETON
OWNER

And to ASSOCIATED CONSTRUCTION PARTNERS, Ltd.
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

4/24/2023
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

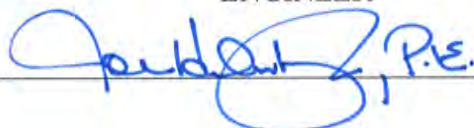
CONTRACTOR: Two year Contractor's Guarantee (from the date of completion),
Payment and Performance Bonds, Pipe Manufacturer's Warranty,

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 April 25, 2023.

KINLEY-HORN & ASSOCIATES
ENGINEER
By: , P.E.

Date: April 3, 2023

Re: Performance Bond # **2287761**
Payment Bond # **2287761**

Greater Texoma Utility Authority
On behalf of City of Princeton
5100 Airport Drive
Denison TX 75020

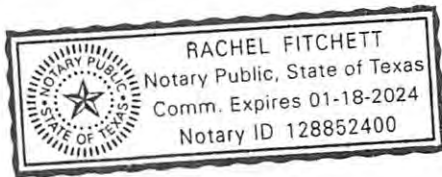
As Surety of the above captioned Performance and Payment Bonds covering the construction of the **Forest Grove Pump Station Project**, for the Greater Texoma Utility Authority On behalf of City of Princeton, Princeton, Texas, we hereby agree to the payment of the full amount of retainage due to **Associated Construction Partners, Ltd.**, for the **Forest Grove Pump Station Project** with the understanding that this will in no way affect the liability of the Surety under the Bond.

Swiss Re Corporate Solutions America
Insurance Corporation

By: Betty J. Reeh SURETY
Title: Betty J. Reeh, Attorney-in-Fact
Address:
1200 Main Street #800
Kansas City, MO 64105

Sworn to and subscribed before me at Boerne Texas,

this 5th day of April A.D. 2023.



Rachel Fitchett
Notary Public in and for the
County of Kordall Texas

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,
ANA OWENS, PATRICK COYLE, PATRICIA ANN LYTTLE, AND MICHAEL D. HENDRICKSON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of April, 20 23

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

CONTRACTOR'S CERTIFICATION AND GUARANTEE

Date: 4/5/2023

Project: Forest Grove Pump Station Improvements

Owner: City of Princeton

Contractor: Associated Construction Partners, Ltd.

Date of Contract: July 16, 2019


Date of Project Completion: April 24, 2023

Final Contract Amount: \$13,318,927.44

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 Two year(s) from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of Two 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: Associated Construction Partners, Ltd.

By: 

Date: 4/5/2023

Attest: *Rachel Fitchett*

**CONTRACTOR'S WAIVER
AND RELEASE,
AFFIDAVIT OF BILLS PAID
AND INDEMNIFICATION**

WHEREAS, the undersigned ("Contractor") has heretofore entered into a written contract ("Agreement") with the City of Princeton ("Owner"), dated 7/16/2019, in connection with the construction of improvements ("Work") on the City of Princeton/Greater Texoma Utility Authority. Forest Grove Pump Station Project ("Project") owned by the City of Princeton/Greater Texoma Utility Authority,

WHEREAS, Contractor has performed labor or furnished materials or both, pursuant to said Agreement and is requesting payment in the amount of \$13,318,927.44 full and final settlement for such labor performed and/or materials furnished;

NOW, THEREFORE, in order to induce Owner to make payments to Contractor and Contractor in turn to make payment to Subcontractors/Suppliers, the sufficiency of which is hereby acknowledged and agreed, Contractor hereby agrees as follows:

- (1) Contractor hereby waives, relinquishes and releases any and all attempted liens, rights of lien, any payment bond claims, rights or charges of any nature whatsoever, that may have arisen or may arise in the future by virtue of all labor performed and/or material supplied or committed by Contractor on, or for the Project, including any and all attempted or claimed Mechanics' or Materialmen's Liens, which it may have or claim against the Owner, the Owner's Engineer, or the Project, and any and all structures, buildings and other improvements located thereon arising under any laws of the State of Texas, subject only to any limited specific written exceptions set forth in this Waiver and Release in paragraph (6).
- (2) Contractor certifies and warrants that all labor performed, and materials committed represent the actual value of accomplished Work under the terms of the Agreement, including all authorized Change Orders.
- (3) Contractor has paid each of its subcontractors, laborers, suppliers and materialmen in full for all labor and materials provided to Contractor for or in connection with the construction, renovation, or repair of improvements on or relating to the subject Property, or any portion thereof, excepting only the amounts owed for the following specified bills to the persons identified below. Contractor warrants and represents that the following specified bills will be paid to Contractor by Owner/Administrator in reliance on this Final Bills Paid Affidavit:

Name of Payee	Address	Telephone No.	Amount Owed
1 None other than retainage			
2.			
4.			

Other than the above specified bills owed to the above referenced persons, Contractor is not aware of any unpaid bills, claims, demands, or causes of action by any of its subcontractors, laborers, suppliers, or materialmen for or in connection with the furnishing of labor or materials, or both, for the construction, renovation, or repair of improvements located on or related to the subject Property.

- (4) Contractor certifies and warrants that it has complied with all applicable federal, state, or local tax and employment laws (including the payment of any applicable sales and use taxes), unemployment compensation laws, Workers' Compensation laws, and Texas prevailing wage and federal wage and hour laws, insofar as they are applicable to its Work on the Project.
- (5) Contractor further understand that this Contractor's Waiver and Release, Affidavit of Bills Paid and Indemnification being given pursuant to and in accordance with Sections 53.085 and 53.259 of the Texas Property Code and that the intentional, knowing, or reckless making of a false or misleading statement in this Affidavit constitutes an offense under said Section and is a Class A misdemeanor.
- (6) CONTRACTOR HEREBY INDEMNIFIES AND HOLDS HARMLESS OWNER FROM ANY AND ALL CLAIMS DEMANDS OR CAUSES OF ACTION AND ANY COSTS, EXPENSES AND ATTORNEYS FEES INCURRED IN CONNECTION THEREWITH, ARISING FROM OR CONNECTED WITH THE STATEMENTS AND REPRESENTATIONS CONTAINED HEREIN.
- (7) Exceptions/Clarifications:

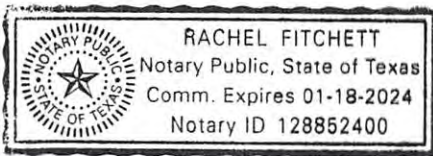
(8) Details of any applicable special indemnity bond issued, or special financial arrangements made to bond around any outstanding claim to protect Owner and Engineer:

Executed this 9th day of December, 2022.

Associated Construction Partners, LTD

By: Jill Simpson
Jill Simpson, President

Attest: Rachel Fitchett



SUBSCRIBED AND SWORN TO BEFORE ME UNDER
OFFICIAL SEAL OF OFFICE THIS 9th
Day of December, 2022

Rachel Fitchett
Notary Public, State of Texas

MAINTENANCE BOND

STATE OF TEXAS)
)
COUNTY OF DENTON)

KNOW ALL BY THESE PRESENTS: That Associated Construction Partners, Ltd whose address is 215 W. Bandera Road, Suite 114-461, Boerne, TX 78006 hereinafter referred to as "Principal," and Swiss Re Corporate Solutions America Insurance Corporation, a corporate surety/sureties organized under the laws of the State of Missouri and fully licensed to transact business in the State of Texas, as Surety, hereinafter referred to as "Surety" (whether one or more), are held and firmly bound unto the City of Princeton, a Texas municipal corporation, hereinafter referred to as "Owner," in the penal sum of thirteen million three hundred eighteen thousand nine hundred twenty-seven and 44/100 Dollars (\$ 13,318,927.44), in lawful money of the United States to be paid to Owner, its successors and assigns, for the payment of which sum well and truly to be made, we bind ourselves, our successors, heirs, executors, administrators and successors and assigns, jointly and severally; and firmly by these presents, the condition of this obligation is such that:

WHEREAS, Principal entered into a certain written Construction Agreement with the City of Princeton, dated on or about the 16th day of July, 2019, ("Agreement") to furnish all permits, licenses, bonds, insurance, products, materials, equipment, labor, supervision, and other accessories necessary for the construction of:

Forest Grove Pump Station Improvements

in the City of Princeton, Texas, as more particularly described and designated in the above-referenced Agreement, such Agreement being incorporated herein and made a part hereof as fully and to the same extent as if written herein word for word; and

WHEREAS, in said Contract, the Principal binds itself to use first class materials and workmanship and of such kind and quality that for a period of two (2) years from the completion and final acceptance of the improvements by Owner the said improvements shall require no repairs, the necessity for which shall be occasioned by defects in workmanship or materials and during the period of two (2) years following the date of final acceptance of the Work by Owner, Principal binds itself to repair or reconstruct said improvements in whole or in part at any time within said period of time from the date of such notice as the City shall determine to be necessary for the preservation of the public health, safety or welfare. If Principal does not repair or reconstruct the improvements within the time period designated, Owner shall be entitled to have said repairs made and charge Principal and/or Surety the cost of same under the terms of this Maintenance Bond.

NOW, THEREFORE, if Principal will maintain and keep in good repair the Work herein contracted to be done and performed for a period of two (2) years from the date of final acceptance and do and perform all necessary work and repair any defective condition (it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by Principal) then this obligation shall be void;

otherwise it shall remain in full force and effect and Owner shall have and recover from Principal and its Surety damages in the premises as provided in the Plans and Specifications and Agreement.

PROVIDED, however, that Principal hereby holds harmless and indemnifies Owner from and against any claim or liability for personal injury or property damage caused by and occurring during the performance of said maintenance and repair operation.

PROVIDED, further, that if any legal action be filed on this Bond, exclusive venue shall lie in Denton County, Texas.

AND PROVIDED FURTHER, Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the Work performed thereunder, or the Plans, Specifications, Drawings, etc. accompanying same shall in any way affect its obligation on this Bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety as the resident agent in Texas for service of process to whom all requisite notice may be delivered and on whom service of process may be had in matters arising out of this suretyship.

IN WITNESS WHEREOF, this instrument is executed in six copies, each one of which shall be deemed an original, on this the 3rd day of April, 2023.

ATTEST:

PRINCIPAL:

By: Rachel Fitchett
Signature
Rachel Fitchett
Typed/Printed Name
Construction Coordinator
Title
215 W. Bandera Road, Suite 114-461
Address
Boerne, TX 78006
City State Zip
210.698.8714
Phone Fax

Associated Construction Partners, Ltd
Company Name
By: Jill Simpson
Signature
Jill Simpson
Typed/Printed Name
President
Title
215 W. Bandera Road, Suite 114-461
Address
Boerne, TX 78006
City State Zip
210.698.8714
Phone Fax

ATTEST:

By: Drew Riddle
 Signature
 Drew Riddle
 Printed Name
 Witness
 Title
 32335 US Highway N, Suite 1201
 Address
 Bulverde, TX 78163
 City State Zip
 210.697.2230 210.696.8414
 Phone Fax

SURETY:

By: Betty J. Reeh
 Signature
 Betty J. Reeh
 Printed Name
 Attorney-in-Fact
 Title
 1200 Main Street #800
 Address
 Kansas City, MO 64105
 City State Zip
 210.696.8414 210.696.8414
 Phone Fax

The Resident Agent of the Surety in Texas, for delivery of notice and service of the process is:

NAME: Acrisure, LLC dba IBTX - Bryan Moore
 STREET ADDRESS: 32335 US Highway N, Suite 1201
 CITY, STATE, ZIP: Bulverde, TX 78163

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

BETTY J. REEH, CLARK D. FRESHER, BRYAN K. MOORE, ANDREW ADDISON, ELIZABETH ORTIZ,
ANA OWENS, PATRICK COYLE, PATRICIA ANN LYTTLE, AND MICHAEL D. HENDRICKSON

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 2022

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 2022, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 22 day of April, 2023

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact **Jeffrey Goldberg, Vice President - Claims**, at **1-800-338-0753**.

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation's** toll-free number for information or to make a complaint at:

1-800-338-0753

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1- 800-252-3439

You may write the **Texas Department of Insurance**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Jeffrey Goldberg, Vice President - Claims**, al **1-800-338-0753**.

Usted puede llamar al numero de telefono gratis de **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation's** para informacion o para someter una queja al:

1-800-338-0753

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

**1200 Main Street, Suite 800
Kansas City, MO 64105**

Puede escribir al **Departamento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departamento de Seguros de Texas**:

**P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.state.tx.us>
E-mail: ConsumerProtection@tdi.state.tx.us**

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departamento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Monthly American Iron and Steel Certificate

Compliance Submittal by Owner (Sub-Recipient)

TWDB Project No. _____

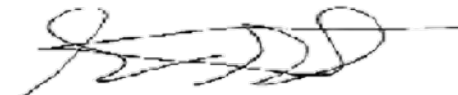
Loan No. _____

This executed certificate must be submitted with each Outlay report requesting funds associated with construction contracts for all iron and steel products and/or materials included within the project's construction contracts.

I, _____, _____ of
(Name) (Title)

_____ hereby certify that all iron and steel products and/or materials incorporated into the construction, alteration, maintenance, or repair of the subject project are in full compliance with the American Iron and Steel requirements of Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388) for the Clean Water State Revolving Fund or federal law, including federal appropriation acts and Section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable, for the Drinking Water State Revolving Fund, or comply with waivers granted by the U.S. Environmental Protection Agency.

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.



Signature

Date

Final American Iron and Steel Certification

Compliance Submittal by Owner (Sub-Recipient)

TWDB Project No. _____

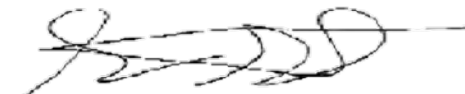
Loan No. _____

This executed certification must be submitted after the completion of the construction contract and prior to issuance of a Certificate of Approval by the TWDB, stating the project was completed in compliance with the AIS requirements.

I, _____, _____ of
(Name) (Title)

_____ hereby certify that all iron and steel products and/or materials incorporated into the construction, alteration, maintenance, or repair of the subject project were in full compliance with the American Iron and Steel requirements of Section 608 of the Federal Water Pollution Control Act (33 U.S.C. §1388) for the Clean Water State Revolving Fund or federal law, including federal appropriation acts and Section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. §300j-12(a)(4)), as applicable, for the Drinking Water State Revolving Fund, or comply with waivers granted by the U.S. Environmental Protection Agency.

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.



Signature

Date

Forms Section

Monthly Davis-Bacon Wage Rate Certificate of Compliance Submittal by Owner (Subrecipient)

TWDB Project No. 62797

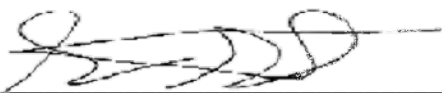
Loan No. L-1000674

This executed certificate must be submitted with each Outlay report for labor included within construction contracts. This Certificate applies only for Financial Assistance CLOSED AFTER 10/30/2009.

I, Shawn Fort, CFM, Director of Development Services of
(Name) (Title)
City of Princeton hereby certify that periodic reviews of a
(Name of entity)

representative sample of the weekly payroll data, and contractor weekly payroll certifications, such as OMB No. 1235-0008, have been performed to verify that contractors and subcontractors are paying the appropriate wage rate for compliance with section 513 of the Federal Water Pollution Control Act (33 U.S.C. 1372) for the Clean Water State Revolving Fund or with section 1452(a)(5) of the Safe Drinking Water Act (42 U.S.C.300j-12(a)(5)) for the Drinking Water State Revolving Fund. These laws require payment of prevailing wages in accordance with 40 U.S.C. §§ 3141–3144, 3146, and 3147 (contained within the Davis-Bacon Act, as amended).

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.



Signature

4/25/2023

Date

From: [Helmberger, Joe](#)
Sent: Tuesday, April 25, 2023 4:25 PM
To: [Tasha Hamilton](#)
Subject: RE: Forest Grove Pump Station - As-Built Drawings - 064478939

December 12, 2022 is the day the folder was created so I's say that is the day we received them.

Joe

Joseph E. Helmberger, P.E.

Kimley-Horn | 260 East Davis Street, Suite 100, McKinney, Texas 75069

Direct: 469 301 2585 | Mobile: 214 546 3707

[Celebrating 16 years as one of FORTUNE's 100 Best Companies to Work For](#)

From: Tasha Hamilton <tashah@gtua.org>
Sent: Tuesday, April 25, 2023 4:22 PM
To: Helmberger, Joe <joe.helmberger@kimley-horn.com>
Subject: RE: Forest Grove Pump Station - As-Built Drawings - 064478939

Joe,

When did you receive the as built drawings?

From: Helmberger, Joe <joe.helmberger@kimley-horn.com>
Sent: Tuesday, April 25, 2023 8:06 AM
To: Tasha Hamilton <tashah@gtua.org>
Cc: sfort@princetontx.us; Rouse, Brittany <Brittany.Rouse@kimley-horn.com>
Subject: Forest Grove Pump Station - As-Built Drawings - 064478939

Kimley-Horn is in receipt of the As-Built drawings for this project.

Thanks.

Joe

Joseph E. Helmberger, P.E.

Kimley-Horn | 260 East Davis Street, Suite 100, McKinney, Texas 75069

Direct: 469 301 2585 | Mobile: 214 546 3707

[Celebrating 16 years as one of FORTUNE's 100 Best Companies to Work For](#)



PRINCETON
TEXAS
CITY OF PRINCETON
2000 E. Princeton Drive
Princeton, TX 75407
972-734-2416, Fax 972-734-2548

4/24/2023

Re; Forest Grove Pump Station Letter of Completion

To whom it may concern,

This letter is to confirm that effective April 24th, 2023 that ACP American Construction Partners, Ltd., has completed the construction of this project and City of Princeton has deemed the project to be complete.

Sincerely,

A handwritten signature in black ink, appearing to read "Derek Borg", is written over a horizontal line. The signature is fluid and cursive.

Derek Borg, City Manager

PRINCETON
TEXAS

ADJOURN