

PROGRAM SUMMARY:
 TOTAL SITE AREA = +/-150.459 ACRES
 57 TOTAL LOTS PROPOSED
 • MINIMUM 1.5 ACRE LOTS



EXHIBIT A

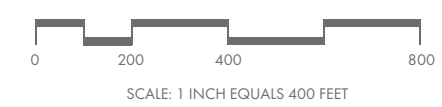
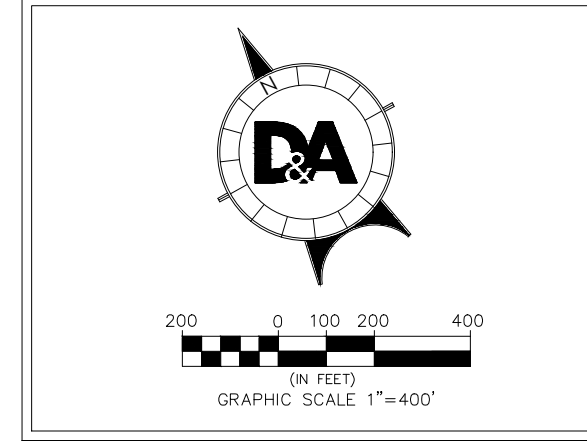
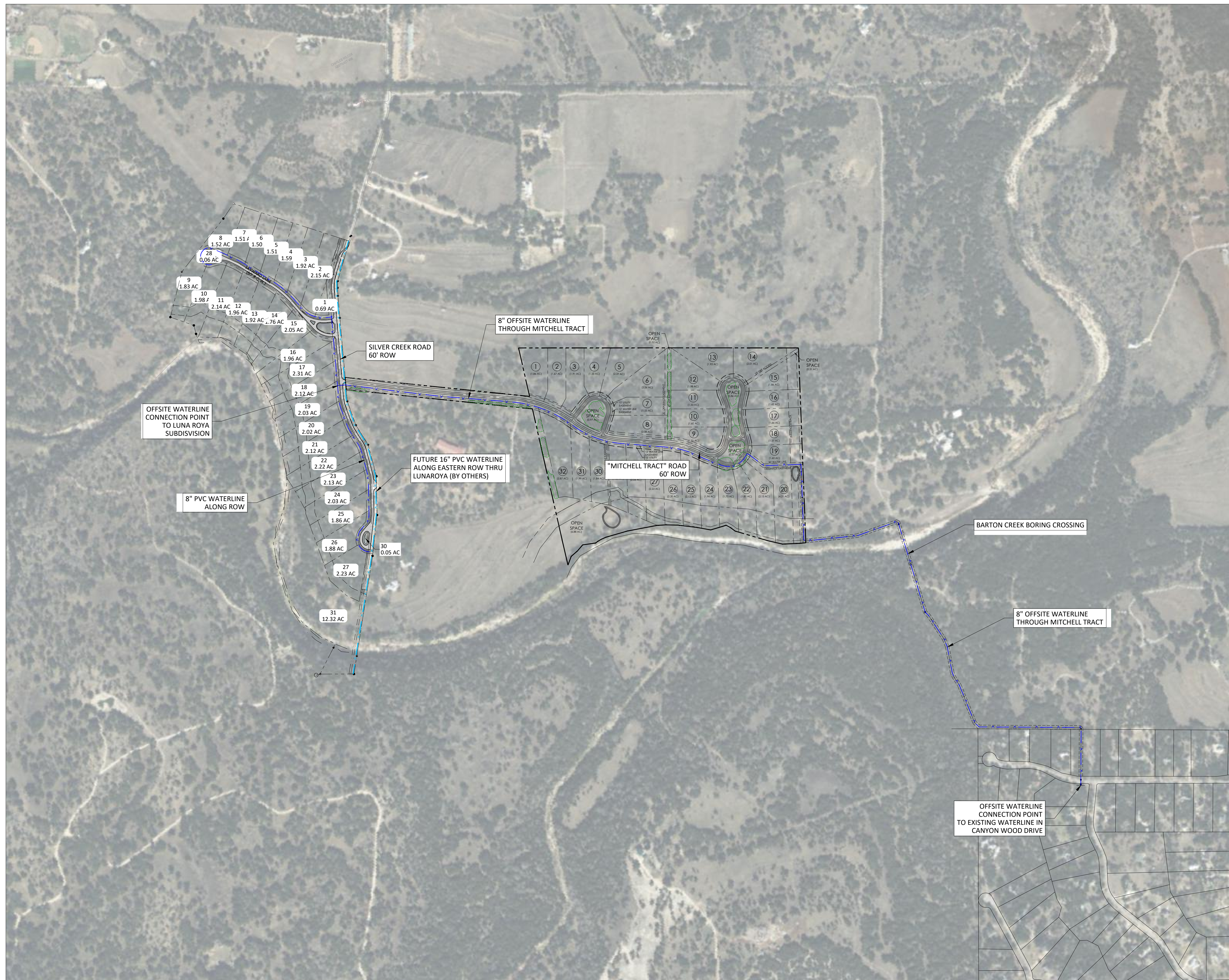


EXHIBIT B
DEVELOPER FACILITIES

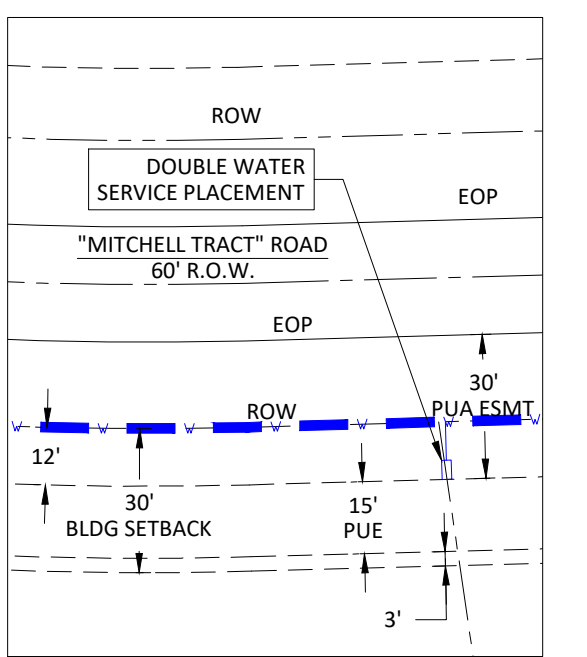
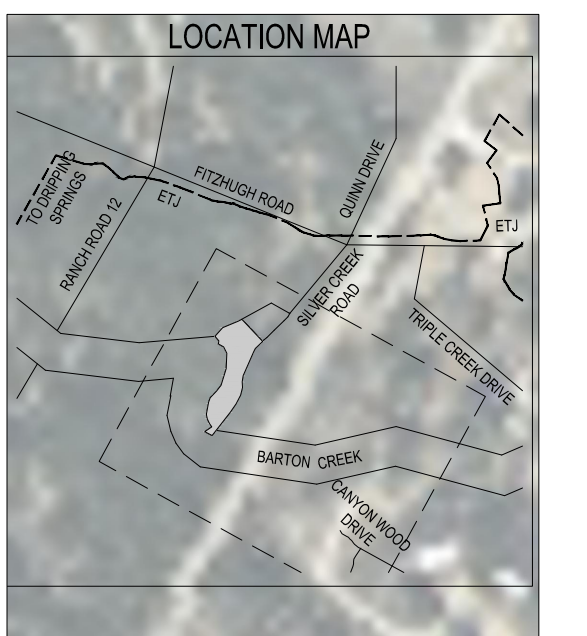
Developer Facilities are (i) the offsite water line that connects Proposed Lunaroya Development on Silver Creek Road to the Sunset Canyon subdivision and (ii) the internal water lines that deliver water to the individual water meters within the Proposed Development as depicted in Exhibit B.

Drawing: C:\brownting\mfd\cd\proj\files\cd\01149413\2408002 WATER LINE SCHEMATIC.dwg
 User: ADR/DDY
 Plot Date/Time: Dec 06, 24, 08:09
 Plot Date/Time: Dec 06, 24, 08:33:05



LEGEND

●	IRON ROD FOUND
⊕	FIRE HYDRANT
⊙	SIGN
⊖	POWER POLE
⊥	DOWN GUY
---	SUBDIVISION BOUNDARY
---	LOT LINES
---	BUILDING SETBACK LINE
---	EASEMENTS
---	PROPOSED RIGHT OF WAY
---	PROPOSED FACE OF CURB
---	EXISTING CONTOURS
---	WETLAND CRITICAL ENVIRONMENTAL FEATURE (CEF)
P.P.D.	PUBLIC PARKLAND DEDICATION
O.S.	OPEN SPACE
WQBZ	WATER QUALITY BUFFER ZONE
■	FEMA 100-YR FLOODPLAIN



ITEM E



CIVIL ENGINEERING * DEVELOPMENT CONSULTING * PROJECT MANAGEMENT

Authorization for Professional Services

Project Name: Bee Cave Elementary Wastewater Conversion
Project Number:
Client: West Travis County Public Utility Agency
Contact: Jennifer Riechers, General Manager
Address: 13215 Bee Cave Parkway, Bldg. B, Ste. 110, Bee Cave, Texas 78738
Phone: (512) 263-0100
Email: jriechers@wtcpua.org

Client hereby requests and authorizes Malone/Wheeler, Inc. to perform the following services:

Scope of Services: Bee Cave Elementary Wastewater Conversion

Malone/Wheeler proposes to provide engineering services as necessary to effect the conversion of Bee Cave Elementary from WCID 17 retail wastewater service to WTCPUA retail wastewater service, including complete rehabilitation of the existing wastewater lift station, facilitating easement preparation and execution, identification and construction of a new tie-in to the WTCPUA wastewater collection system, all according to the terms of the agreement between WCID 17 & the WTCPUA.

Engineering Design – Malone/Wheeler will prepare construction documents including plans and a complete project manual for rehabilitation of the wastewater lift station located at Bee Cave Elementary according to guidance provided by operations staff. Projects will be coordinated with existing and proposed CIP facilities to ensure compatibility and efficiency in execution.

Procurement through Award – Assist the CLIENT in advertising, bidding, and award of the project in accordance with applicable provisions of the Texas Water Code (TWC) and Local Government Codes. Services shall include: coordination of publication of advertisement in accordance with TWC, response to plan holder RFIs, issuance of addenda if required, review of bids and contractor qualifications, presentation of a recommendation of award to the CLIENT, and issuance of a Notice of Award pursuant to the contract documents.

Construction Administration – Provide the CLIENT with representation during construction as well as oversight, management, and observation of the construction project to ensure compliance with the contract documents and design. Services shall include: submittal review, comment, and approval; RFI analysis and response; contractor correspondence and coordination; project schedule tracking; on-site observations and documentation; pay application review and processing; change order review, negotiation, and processing (if necessary); maintenance of project documentation; start-up and testing observations; issuance of a letter of concurrence; recommendations to the WTCPUA on facility acceptance; contract close-out; and warranty inspection.

Compensation: This project will be billed on a basis of Time & Materials with an estimated fee of \$91,300. The budgets are based on the wage rates for Malone/Wheeler, Inc. found in the approved Billing Rate Schedule.

If technical or professional services are furnished by an outside source, an additional 15% shall be added to the cost of services for Malone/Wheeler, Inc. administrative costs, unless otherwise specified. Reimbursable expenses as defined in the Provisions shall be invoiced at cost to Malone/Wheeler, Inc. plus 10% for administrative and processing costs.

Terms & Conditions: Services covered by this authorization shall be performed in accordance with the *Engineering Services Agreement Between West Travis County Public Utility Agency and Malone/Wheeler, Inc.*, dated October 21st, 2021.




AUTHORIZATION

Approved by CLIENT

Authorized
Signatory: _____
Printed Name: Jennifer Riechers
Title: General Manager
Date: _____

Approved for Malone/Wheeler, Inc.

By: 
Printed Name: Dennis Lozano
Title: Principal
Date: 11.15.24

ITEM H

An Agreement for the Provision of Limited Professional Services

Murfee Engineering Co., Inc.
1101 Capital of Texas Hwy. South, Bldg. D
Austin, Texas 78746
(512) 327-9204
gmurfee@murfee.com

Client: WTC Public Utility Agency
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738
jriechers@wtcpua.org

Date: December 5, 2024 Project No.: _____

WTCPUA Work Order No. _____

Project Name: Cross-Country Transmission Main

Scope/Intent and Extent of Services: Engineering Services for construction of the 35,000 linear foot Cross-Country Transmission Main project shall include development of plans and specifications, submittal for approval(s) from Travis County, Hays County, TCEQ, and TXDOT as required, responding to staff review comments, and managing the approval process. Preparation of design plans shall include topographic, property and tree surveying, and aerial imagery documentation, as necessary to provide a complete set of plans and specifications for construction. Construction phase services will include administration of the construction contract, which consists of the bidding phase, review of submittals, construction observation & testing, review and recommendation of pay applications, attendance of on-site and office coordination meetings, and all services necessary to adequately administer the construction contract through the warranty period, including engineer's certifications upon completion.

Additional temporary and permanent easements will need to be acquired. The final alignment may span across approximately 29 parcels. It is imperative to begin the process of obtaining easements and environmental approvals well in advance. Note that easement procurement is a task with uncertainty in regard to the time and success for obtaining contiguous easements. Our efforts will include coordination with others to obtain rights of entry, prepare preliminary site alignment and land use exhibits for use by others, and modify alignments to the final plan, as necessary. The estimated fee is based on timely and consistent coordination in order to provide alignment exhibits, illustrations, and project information necessary to accommodate the successful negotiation for both temporary and permanent easements. The preliminary alignment for the proposed 16-inch transmission main is assumed to traverse large rural parcels, which is the most feasible route. Based on experience, alternative alignments will need to be evaluated. If unavoidable circumstances result in alignment modifications after the initial design of plan and profile sheets, due to easement or environmental constraints, work to redesign the plans will be performed as additional services, approved prior to beginning, by the WTCPUA, on a case-by-case basis.

Fee Arrangement: Time and materials in accordance with the approved rate schedule with an estimated fee as follows:

Planning & Conceptual Design	\$ 80,000
Easement Coordination	\$ 180,000
Preparation & Approval of Site Plan	\$ 100,000
Preparation of Design Plans & Specifications	\$ 480,000
Bid Phase*	\$ 50,000
Construction Administration	\$ 280,000
TxDOT Coordination	\$ 10,000
SWPPP Preparation	\$ 3,000
Subtotal:	<u>\$ 1,183,000</u>

MURFEE ENGINEERING COMPANY, INC.

HOURLY RATE SCHEDULE

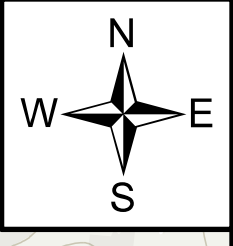
Effective June 1, 2024

<u>Employee Classification</u>	<u>Hourly Rate</u>
Principal	\$350
Managing Engineer	\$300
Senior Project Manager	\$250
Project Manager	\$225
Senior Project Engineer	\$210
Project Engineer	\$190
Engineering Technician II	\$150
Engineering Technician I	\$130
Senior CAD Design Technician	\$180
CAD Design Technician	\$145
Draftsperson	\$125
Project Administration Manager	\$200
Construction Administration and Observation Manager	\$170
Construction Administration and Observation Technician	\$120
Technical Admin Assistant/Intern	\$110
Financial Services	\$100
Executive Assistant	\$85
Administrative Assistant	\$80
Reimbursable Expenses	Cost + 15%

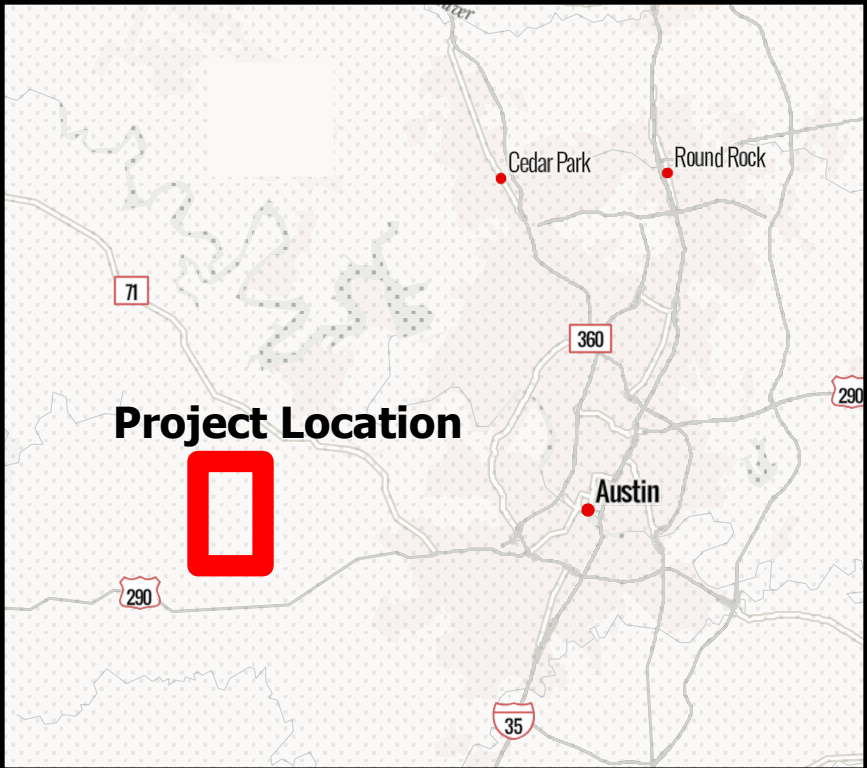
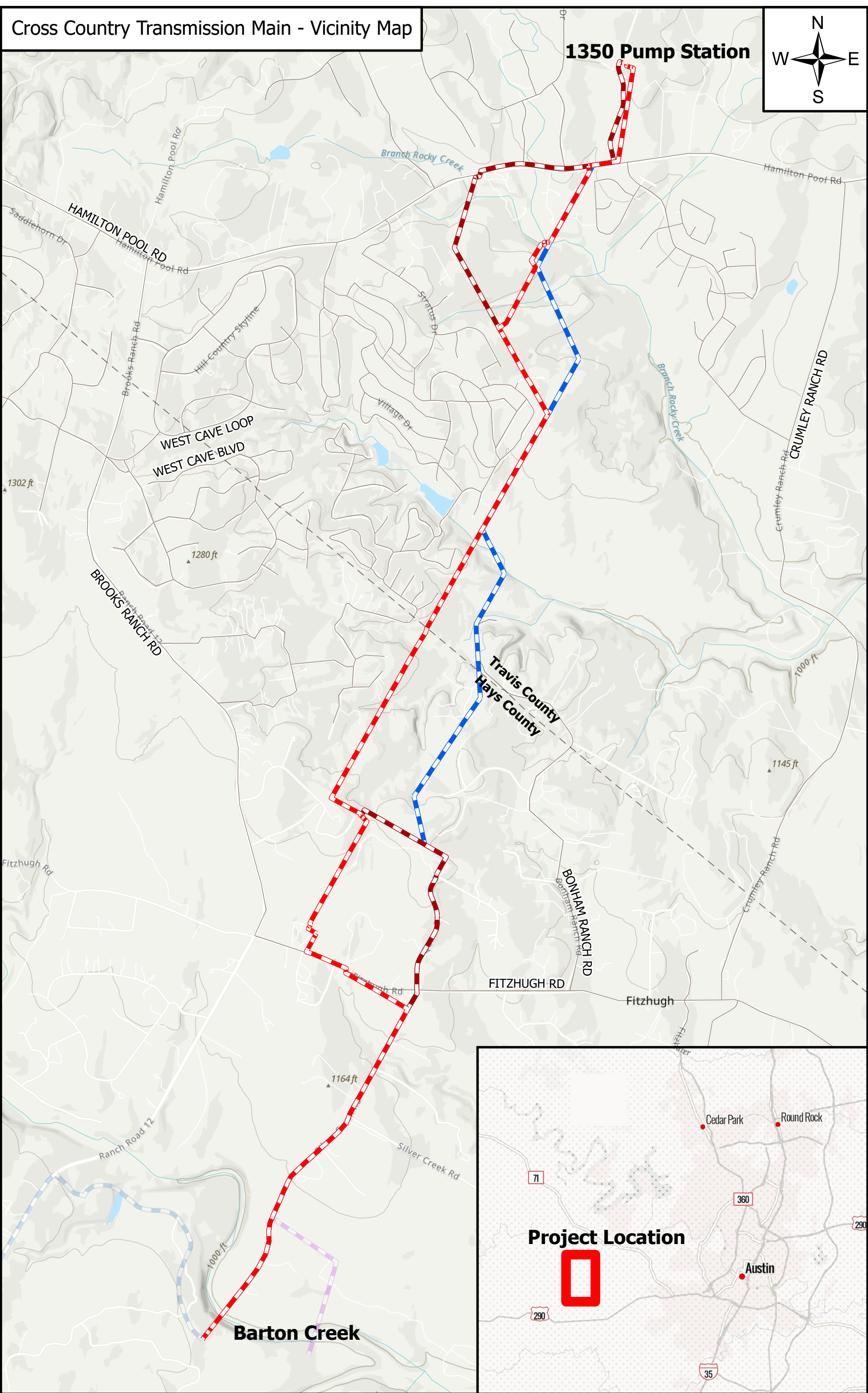
MANPOWER & BUDGET ESTIMATE

Client:		WTCPUJA																
Project:		Cross Country Transmission Main																
Task	Employee Classification	Principal	Managing Engineer	Senior Project Manager	Project Manager	Senior Project Engineer	Project Engineer	Project Engineer	Project Administration Manager	Project Administration Associate	Engineering Technician II	Engineering Technician I	Senior CAD Design Technician	CAD Design Technician	Draftsperson	Technical Administrative Assistant	Total Hours	Labor Cost
1. Planning & Conceptual Design		100	30	0	0	0	70	0	0	0	0	0	80	0	0	75	355	\$ 79,950.00
2. Easement Procurement Coordination		150	175	0	0	0	0	115	0	0	0	175	0	160	5	780	\$ 180,050.00	
3. Site Plan & Jurisdictional Coordination		4	100	10	0	10	100	115	0	0	0	35	0	20	100	504	\$ 99,100.00	
5. Design & Preparation of Construction Plans		50	350	20	0	440	70	70	0	0	215	55	410	700	450	2780	\$ 479,500.00	
7. Bidding Phase		20	75	0	0	20	20	20	0	0	40	0	0	0	6	221	\$ 50,360.00	
8. Construction Administration		25	125	0	0	150	20	70	0	1000	140	0	0	25	150	1705	\$ 280,775.00	
9. TxDOT Coordination		4	15	0	0	4	4	4	0	4	4	0	0	0	0	45	\$ 10,200.00	
10. SWPPP Preparation		2	2	0	0	2	2	2	0	0	2	2	0	0	0	14	\$ 3,060.00	
Outside Services																		
Survey																		\$321,930.00
Environmental																		\$164,482.00
Easement Agent																		\$447,615.00
Subsurface Utility Engineering																		\$150,938.00
Hours		255	842	30	0	76	716	396	0	1241	257	620	905	711			TOTAL	\$ 2,267,960.00
Labor Cost		\$89,250	\$252,600	\$7,500	\$0	\$15,960	\$136,040	\$79,200	\$0	\$186,150	\$33,410	\$111,600	\$113,125	\$78,210			TOTAL	\$ 1,482,995.00

Cross Country Transmission Main - Vicinity Map



1350 Pump Station



Barton Creek

Project Location

Exhibit A
Subconsultant Proposals
Surveying

December 2, 2024

Murfee Engineering Co., Inc.
Attn: George Murfee, PE
1101 S. Capital of TX Hwy, Suite 100
Austin, Texas 78746

Re: **Water Line Design (Approx. 38,000 LF) and Easements (20)**

Dear Mr. Murfee:

This letter is my proposal for providing surveying services on the above-described project. This proposal is to prepare Design Surveys and Waterline Easements (with TCE areas shown on same drawing) on an approximately 38,000 linear foot route for a proposed 16" Water Transmission Main from the Tank Site off Cueva Drive south to Barton Creek, as shown on the 'Cross Country Transmission Main – Alignment Alternatives' drawing provided by email on November 26, 2024. The scope of service to be provided is as follows:

Design Survey

- ◇ A Tree (8" and larger diameter) and topographic survey will be done on an approximately 50' wide area comprising the proposed water line easement area (WLE – 20.0' wide) and temporary construction easement area (TCE - 30.0' wide), plus approximately 15 staging areas (100'x50') along the route (Project engineers to provide staging area locations). Notes: Where easements follow existing roadways, the design limits will be expanded to either the nearest existing edge-of-pavement or to a bridge abutment, guard rail, retaining wall or other natural barrier that would prohibit usable access to the proposed waterline from the current roadway.
- ◇ Visible utilities, driveways, fences, and other improvements within the area, will be located.
- ◇ Prepare drawings that show the above information, along with the current ROW lines, at a suitable scale for planning.

TCE Preparation (approximately 20)

- ◇ Prepare certified fieldnotes and accompanying sketches for the proposed waterline easement areas along the proposed route provided.
- ◇ Easements will be tied to existing property line and right-of-way line boundaries only. If additional monumentation is required along the easement angle points, it will be done as an additional service as needed.

This proposal is based upon the following assumptions:

- ◇ A digital alignment drawing, showing the route needed, will be provided prior to starting design.
- ◇ A current title commitment, or abstract of easements, will be provided for the easements / tracts if required to be shown on the design surveys or sketches described above.
- ◇ Right of Entry will be provided by others.

The cost for the above services is a lump-sum fee of \$283,200.00 (plus sales tax on easement items), with an approximate breakdown of costs:

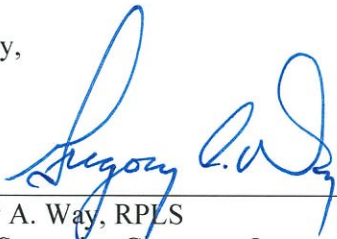
Design Survey	\$231,200.00 (no tax)
<u>Easements (20)</u>	<u>\$52,000.00 (plus tax)</u>
Total	\$283,200.00 (plus tax on Esmt.s)

Notes:

- 1- If additional easements (more than 20) are required, add \$2,600.00 (plus tax) per parcel or easement.
- 2- If easement widths or alignments need to be modified (as requested by the project engineer), after the initial easements are prepared, the changes will be done as an additional service, on a time and materials basis, with an estimated cost of \$1,000.00 per easement.

Thank you for the opportunity to be of service. Should you have any questions, please feel free to call.

Sincerely,



Gregory A. Way, RPLS
Capital Surveying Company, Inc.

ACCEPTED

Exhibit B
Subconsultant Proposals
Environmental



Proposal For

Project Title

George Murfee
Murfee Engineering
1101 Capital of Texas Hwy South
Bldg D, Ste 110
Austin, Texas 78746

WTCPUA Cross Country TM

Project Description

aci environmental consulting, LLC is pleased to provide the following scope of services for the 38,000-lf WTCPUA Cross Country Transmission Main in Travis and Hays Counties, Texas. This scope of work is based on the project alignment document provided and a general 50-foot-wide pipeline easement. Exhibit A shows the approximate location of the Cross Country TM alignment, hereafter the “project study area.”

Scope of Services

This scope of work focuses on the preliminary environmental routing to support the approximate 20% design and Preliminary Design Report. As such, this effort focuses on fatal flaw analysis environmental constraints. Further reporting and documentation will be postponed to later in design.

This scope of work is valid for 90 days.

Task 1: Public Records Review

aci env. consulting will research and review available reports associated with the project study area from the THC, TCEQ, TPWD, Travis County, City of Austin, and Hays County. Review of public information and previously prepared reports will assist in assessing previously conservation areas or mitigated areas along the alignment.

Task 2: Environmental Constraints Report

aci env. consulting will prepare an environmental constraints report to present the results of the desktop and field reconnaissance review of the project study area. The findings from the tasks below will be incorporated into this report. This task includes one round of comments from the project team. Following the comment response a finalized digital copy (PDF format) of the report will be provided to the client.

Task 3: Water Assessment

aci env. consulting will conduct a jurisdictional waters of the United States assessment, based on the Environmental Protection Agency’s (EPA) and U.S. Army Corps of Engineers’ (USACE) Rapanos guidance, within the project study area. The purpose of this assessment is to identify the location and extent of potential waters of the United States in accordance with Section 404 of the Clean Water Act (CWA). aci env. consulting will perform an analysis of the most current available aerial photographs, topographic maps, National Wetlands Inventory (NWI) database, National Hydrography Dataset (NHD), and soil surveys as well as conduct appropriate field work necessary to identify the location and extent of USACE jurisdictional waters and potential wetlands within the ROW of the alignment. The findings from this task will be incorporated into the Environmental Constraints Report.

Task 4: Endangered Species Habitat Assessment

aci env. consulting will perform an endangered songbird habitat evaluation along the project study area for golden-cheeked warbler. A visual inspection of habitat within and immediately adjacent to the alignment ROW will be performed for songbird habitat. Woody vegetation within 300 feet of the ROW will be evaluated as right-of-entry allows. All potential habitat along the proposed project will be identified and provided in a report to the client. Note: According to the terms and conditions of aci env. consulting’s Endangered Species Permit issued by U.S. Fish and Wildlife Service (USFWS), the findings of the habitat assessment for golden-cheeked warbler must be reported to USFWS directly by aci env. consulting following assessment completion unless aci notifies the client of the upcoming spring survey season when a presence/absence survey may be conducted. The findings from this task will be incorporated into the Environmental

Constraints Report.

Task 5: Hazardous Materials Screen

aci env. consulting will conduct a hazardous materials screen for the project alignment by completing an ASTM environmental background search. This environmental setting will rely primarily on desktop analysis and will not include site assessment or the ASTM 1527-05 level of review. The findings from this task will be incorporated into the Environmental Constraints Report.

Task 6: Cultural Resources Desktop Assessment

A qualified archeologist will perform a review of records from the Texas Research Laboratory (TARL) available on the Texas Historical Commission’s (THC) online Texas Archeological Sites Atlas (Atlas) to identify previously recorded surveys or cultural resources within the alignment and within a 1-km radius. An archeologist will also review historical maps, aerial photographs, topographic maps, soil survey maps, the TxDOT Austin District Hybrid Potential Archeological Liability Map (HPALM), and geological maps. This task does not include a cultural resources survey. If a cultural resources survey is required, the work will be submitted and completed under a new scope. This desktop review will include recommendations regarding additional cultural resources investigations, if warranted. The findings of this task will be incorporated into the Environmental Constraints Report.

Task 7: Project Coordination

Due to the collaborative nature of the proposed project, project management and coordination efforts are anticipated through October 2024. aci environmental consulting will conduct project management and, at the client’s request, prepare for and attend up to five conference calls through October 2024.

Future Potential Tasks:

The following Tasks are not included in this scope, but will likely be completed during 60% design phase:

- Archeological survey
- Travis County ERI (if needed)
- Hays County RHCP participation (if needed)
- Travis County BCCP participation (if needed)
- GCWA Presence/Absence survey (if needed)
- OHWM Detailed delineation (if needed)

Exceptions:

This scope of services does not include the following:

- Modifications to the alignment provided
- Right-of-entry acquisition, organization, and coordination
- Section 404 Permitting
- Endangered Species permitting (if needed)
- TxDOT or NEPA level review of part or all of the project
- The “future potential tasks” noted above;
- Full Phase I Environmental Site Assessments for each parcel along the alignment;
- Section 404 permitting (if necessary);
- Phase I archeological survey
- Phase II archeological testing (in cases where impacts from the project are unavoidable and potentially significant archeological deposits are present); or
- The archeological recovery of any human burials, should they be discovered during the field survey.
- Presence/absence surveys for any federally listed species (such as golden-cheeked warbler, endangered karst invertebrates, aquatic salamanders).

Fee and Structure

Task 1: Public Records Review	Fixed Fee	3,200.00
Task 2: Env. Constraints Report	Fixed Fee	9,500.00
Task 3: Waters Assessment	Fixed Fee	8,100.00

Task 4: Endangered Species Habitat Assessment	Fixed Fee	5,500.00
Task 5: Hazardous Materials Screen	Fixed Fee	4,900.00
Task 6: Cultural Desktop	Fixed Fee	5,200.00
Task 7: Project Coordination	Fixed Fee	5,250.00
		<hr/>
		\$ 41,650.00

Terms and Conditions

PROFESSIONAL SERVICES AGREEMENT

This is an Agreement between aci environmental consulting, LLC with its principal office located at 1001 Mopac Circle, Austin, Texas 78746-6804 ("aci") and Murfee Engineering, 1101 Capital of Texas Hwy. South, Bldg D, Suite 110, Austin, Texas 78746 ("Client").

RECITALS

aci and Murfee Engineering wish to enter into an Agreement (Contract # 05-24-151) in which aci will furnish certain professional services ("Services") in connection with the WTCPUA Cross Country Transmission Main in Travis and Hays Counties, Texas ("Project").

NOW, THEREFORE, in consideration of the mutual agreements set forth in the Agreement Documents, the parties agree as follows:

ARTICLE 1. SCOPE OF WORK

aci shall provide services, all materials, labor, and/or supplies for the tasks and shall carry out all obligations, duties and responsibilities imposed on aci by this Agreement (the "Work").

aci shall furnish to Client upon completion of the Work one legible copy each of all laboratory, field or other notes, log book pages, technical data, computations, designs and other instruments of service prepared under the terms of this Agreement.

aci agrees that its Scope of Work is exclusive to Client for this Project, and will not separately solicit or accept any assignment from Owner directly related to the Project during the term of the Agreement without Client's written approval.

aci will maintain files containing all deliverable documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this Agreement.

Client shall provide aci with existing plans, maps, studies, reports, field notes, and other data in its possession relative to the Project at no cost to aci; however, any and all such information shall remain the property of Client.

ARTICLE 2. AGREEMENT PRICE

Client shall pay to aci for the Work and aci shall accept as full compensation the lump sum amount of \$41,650.00 ("Agreement Price") as set forth in the attached Scope of Work.

ARTICLE 3. SCHEDULE

aci guarantees that it can and shall perform and complete the Work in accordance with the Scope of Services attached hereto. aci acknowledges that the timely performance of the Work is essential to the timely completion of the Project. aci shall commence Work upon written notice to proceed by Client.

ARTICLE 4. AGREEMENT DOCUMENTS

The Agreement Documents identified below comprise the entire agreement between Client and aci ("Agreement" or "Agreement Documents."): Agreement Documents: Agreement, Agreed Exceptions, Change Orders, applicable Field Purchase Orders, documents and data furnished by aci after the Effective Date that are approved and accepted in writing by Client.

ARTICLE 5. PERFORMANCE OF THE WORK

5.1 SCHEDULING THE WORK. aci shall begin performance of the Work when Notified by Client to proceed, and shall abide by each Schedule as established by Client. aci shall cooperate with Client in scheduling and performing aci's Work to avoid conflict, delay in or interference with the work of Client, other subcontractors, or Owner. aci shall coordinate its activities with Client and other subcontractors so as to promote the general progress of the entire Project.

5.2 TIMELINESS. aci shall perform the Work in a prompt, efficient, safe, and diligent manner.

5.3 SUBCONTRACTS. aci may subcontract any Work, or use a third party or broker to furnish any labor for the Work. aci shall be solely responsible for the engagement and management of its Subcontractors in the performance of the Work, for the performance of Work by its Subcontractors, and for all acts or omissions of Subcontractors.

5.4 SITE CONDITIONS. aci shall have the sole responsibility to satisfy itself concerning the nature and location of the Work, the Site, and the general and local conditions.

5.5 COMPLIANCE WITH LAWS. aci shall fully comply with all Laws applicable to aci and to the Work.

5.6 TAXES, PERMITS AND LICENSES. Except as otherwise provided in the Agreement Documents, aci shall obtain and pay for all required licenses, certificates, permits, fees, and inspections necessary to perform the Work. Except as otherwise provided herein, the Agreement Price includes all taxes, licenses, certificates, permits, inspections, and fees of every nature which may be imposed on aci or on the materials, labor, construction equipment, tools or other goods or services used or consumed in the performance of the Work or upon the transaction between Client and aci.

5.7 CHANGE ORDERS. "Change" shall mean an addition, deletion or revision in the Work. "Change Order" shall mean an agreement in writing entered into after the execution of this Agreement and pursuant to the Agreement Documents, signed by Client and aci, authorizing and approving a Change, adjustments in the Agreement Price or Schedule, adjustments in guarantees and warranties or in scheduling or other matters which change the Agreement.

A Change Order may be requested by either Client or aci in accordance with the terms of this Section. Agreement by both parties to any Change Order request shall constitute a final settlement of all matters arising out of or relating to the Change, including all direct and indirect costs related to such Change and all adjustments to the Agreement Price and Schedule. Except for Changes approved by Change Order, aci hereby waives all rights to and releases Client from, any claim of additional compensation or any extension of time to the Schedule and all other change to the Agreement Documents.

ARTICLE 6. PAYMENT

6.1 PAYMENT. Payment(s) will be made within 30 days of receipt of acceptable invoice for the rendition of services or as provided on an acceptable Field Purchase Order. You agree to pay, without further demand, the amount due on this monthly statement or invoice promptly upon receipt, which amount is due and payable at our office in Austin, Texas. After thirty days, unpaid balances accrue interest at the rate of 12% per annum, compounded monthly, but not at a rate higher than allowed by law. If you have any objection to any monthly statement or invoice, you agree to make that specific objection to us within twenty-one (21) days following the date of that monthly statement or invoice. If you do not make any objection to a monthly statement or invoice within this twenty-one (21) day period, you agree that you have received, accepted, and approved that monthly statement or invoice without objection.

In the event that Client fails to make a timely payment to aci, aci may, after ten (10) days written notice to Client cease performing any further Services for the Project. In the event that aci ceases to perform Services under this section, the schedule for completion shall not be suspended for the period of non-payment. Further, aci shall not be responsible for any damages, losses, costs or liabilities, including consequential damages resulting directly or indirectly from aci ceasing to perform Services under this section.

If aci withdraws from its representation of Client, Client will still be responsible for all fees and costs that aci has incurred on Client's behalf, advanced to Client, or billed to Client prior to the date of aci's withdrawal.

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 INDEPENDENT CONTRACTOR. aci and its Subcontractors shall be independent contractors with respect to the Work, and neither aci nor its Subcontractors, nor any person employed by any of them shall be deemed to be Client's employees, servants, or agents in any respect. Nothing in this Agreement shall be construed as creating a joint venture or partnership between Client and aci.

7.2 PASSAGE OF TITLE. Title to the Work shall pass to Client at the time of payment; provided, however, that aci shall retain the copyrights to all work products created by aci.

7.3 ASSIGNMENT. aci may neither assign this Agreement, in whole or in part, nor any money payable under this Agreement without Client's prior written consent. Client reserves the right to assign this Agreement at any time at its sole discretion; provided, however, that Client's assignment of this Agreement will not release Client's obligations to pay aci for any fees under this Agreement.

7.4 NON-SOLICITATION. During the Term of this Agreement and for a one (1) year period after the date of expiration or termination of this Agreement, Client and its affiliates shall not directly or indirectly solicit or directly or indirectly employ or engage (as an employee, independent contractor or otherwise) any employee, contract employee or subcontractor of aci without the prior written consent of aci. For purposes of this section, the term "Affiliate" shall include any parent, subsidiary, or sister entities to Client, partnership or joint venture in which Client is part of, any successor-in-interest, any person holding more than a ten percent ownership interest in Client, or any other entity contracting with Client with respect to the Work. The term "Indirectly employ" shall include, but not be limited to, Client or its Affiliates contracting with, or receiving services from another provider working on the Work who employs or contracts with any person who was employed or contracted with aci within the previous year. This provision shall only apply to those employees, contract employees and subcontractors to aci who performed Services for, or had material contact with Client and its Affiliates, during the Term of this Agreement. The parties agree that this section should be liberally construed to protect the interests of aci. The parties further agree that damages may not adequately compensate aci for a breach of this section and that aci shall be entitled to injunctive relief and specific performance in addition to all other remedies available in law or equity.

7.5 GOVERNING LAW. This Agreement shall be governed by, and construed and enforced in accordance with, the laws in effect in the State of Texas.

7.6 SEVERABILITY. If any provision, or any part thereof, of this Agreement is found by any court or governmental agency of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not affect the remainder of such provision or any other provision hereof which shall remain in full force and effect.

7.7 CLIENT REPRESENTATIONS. Client understands and agrees that aci will not be responsible for the result of any incomplete or inaccurate representations or information that Client makes to aci.

7.8 ATTORNEY'S FEES. If either party to this agreement fails to fulfill any of the terms of this agreement, the prevailing party in any litigation to recover for such failure will be entitled to all collection fees, costs, disbursements and reasonable attorneys' fees, in addition to the above fees and expenses due to aci for its representation of Client.

7.9 ENTIRE AGREEMENT AND MODIFICATION. This Agreement is the entire agreement of the parties relating the subject matter of this agreement and supersedes any prior understandings or written or oral agreements or representations between the parties regarding the subject matter of this agreement. The parties may not modify, discharge, or change this agreement in any respect except by a further agreement in writing that both parties sign. However, any consent, waiver, approval, or authorization shall be effective if the party granting or making such consent, waiver, approval, or authorization signs it.

7.10 USE OF CLIENT'S NAME. Client hereby authorizes aci to use Client's name for the purpose of providing a list of representative clients to prospective clients.

7.11 EFFECTIVE DATE. This Agreement shall become effective on the date that Client executes this Agreement and delivers the executed Agreement to aci.

If you find these terms and conditions acceptable, please sign both originals, return one to aci consulting, and keep one for your records.

Authorization and Acceptance

(Acknowledgement of Concurrence with the foregoing)

aci environmental consulting, LLC **Kevin Ramberg | C.O.O.**

X

Murfee Engineering **George Murfee**

X

Date

Potential Additional Probable Costs related to Environmental Assessment

Future Design Phase Tasks:

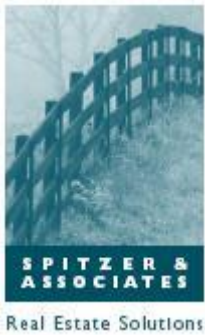
Description	Amount
Archeological survey	\$47,250
Travis County ERI	\$8,400
Hays County RHCP Participation	\$8,400
Travis County BCCP Participation	\$8,400
GCWA Presence/Absence Survey	\$39,900
OHWB Detailed Delineation	\$8,400

Subtotal \$120,750

Exhibit C

Subconsultant Proposals

Easement Agent



November 26, 2024

Mr. George Murfee
Murfee Engineering Company, Inc.
1101 S. Capital of TX Hwy, Bldg. D
Austin, TX 78746

RE: 16-inch Cross Country Transmission Line Proposal

Dear George,

Please find our scope and cost proposal for the 16-inch Cross Country Transmission Line Proposal. My understanding of the scope of this project is that there are three potential options currently being evaluated. All options require temporary construction easements along the entire alignment plus new additional easements. All options are approximately 38,000 linear feet long.

It is my understanding the project will also require temporary construction easements and additional laydown areas. The level of effort for a temporary construction easement is a bit abbreviated from purchasing a permanent easement but will still require an appraisal. All negotiations will be conducted according to the Texas Property Code and will follow Good Faith negotiation practices. The scope for the right of way portion of the project will include:

- Project Administration
 - Maintain current status reports of parcel and project activities
 - Participate in project review meetings
 - Prepare initial property owner contact list for use in distribution of introduction letters
 - Provide property owners with Notice of Intent to acquire letters and landowner Bill of Rights CMRRR
- File Management
 - Primary project and parcel files will be kept in Consultant's office until the project is complete
 - Prepare check requests utilizing pre-approved payment submissions forms with supporting documentation
 - Maintain records of payment amounts
 - Maintain copies of correspondence and contacts with property owner
- Title Services/Closings
 - We will work with the Project's preferred Title Company or find one with availability of timely service performance.

- Appraisal Services
 - Work with the approved appraisal firm to contact the property owners and schedule an appraisal inspection, offering the property owners or their designated representative the opportunity to accompany the appraiser on the inspection of the subject property. Maintain record of contact in file.
 - Submit completed appraisal to client to set just compensation determination
- Negotiation Services
 - Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).
 - Prepare the initial offer letter, purchase agreement and instrument of conveyance.
 - The written offer and appraisal report will be sent to each property owner or the property owner's designated representative through CMRRR. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
 - Contact each property owner or owner's designated representative, to present the written offer in person where practical and deliver appraisal report.
 - Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.
 - Respond to property owner inquiries verbally and in writing within two business days.
 - Prepare a separate negotiator contact report for each parcel.
 - Maintain parcel files of original documentation related to the purchase of the real property or property interests.
 - Discuss with client any written counter offer from property owners including supporting documentation, and make recommendation with regard to counter offer.
 - Prepare final offer letter, documents of conveyance as necessary and mail by certified mail, return receipt requested (CMRRR).

Spitzer & Associates will provide all right of way activities for the preferred alignment for a fee of \$9200. per parcel, billed hourly monthly.

The appraisal fees will be a pass-through expense from the appraiser that the project would like to use. Please advise if WF Smith is the preferred appraisal firm. There will also be pass through expenses for title fees and miscellaneous postage and mailing fees.

Thank you for this opportunity. My team is ready to begin the process as soon as possible. Let me know if you have any questions or need additional information.

Kind regards,



Candy Spitzer
President

Exhibit D
Subconsultant Proposals
Subsurface Utility Engineering



12/9/2024

George W. Murfee, P.E.
Murfee Engineering Company (MEC)
1101 Capital of Texas Highway South Building D
Austin, Texas 78746
gmurfee@murfee.com

SurvWest Proposal Number: BD240431 (Phase I)

Subsurface Utility Engineering WTCPUA Cross Country Transmission Main – Travis County Texas

Dear Mr. Murfee:

SurvWest, LLC (SURVWEST) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) required for the above referenced project.

Introduction

This proposal is based on information via email on November 25, 2024, and TEAMS meeting on December 4, 2024.

The project involves the design of a new water transmission line in Travis and Hays County Texas.

With the intent of achieving Quality D Level depiction of subsurface utilities, SURVWEST will perform the work required for this project in general accordance with the recommended practices and procedures described in ASCE/UESI/CI 38-22 (Standard Guideline for Investigating and Documenting Existing Utilities). The following definitions are taken directly from the ASCE 38-22 document for clarification.

- ★ **Quality Level D (QLD):** A value assigned to a Utility Segment or Utility Feature not visible at the ground surface whose estimated position is judged through Utility records, information from others, or from visual clues such as pavement cuts, obvious trenches, or existence of service.
- ★ **Quality Level C (QLC):** A value assigned to a Utility Segment not visible at the ground surface whose estimated position is judged through correlating Utility records or similar evidence to Utility Features, visible aboveground and/or under-ground. The Utility Anchor Point on the Utility Features shall be tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.
- ★ **Quality Level B (QLB):** A value assigned to a Utility Segment or subsurface Utility Feature whose existence and horizontal position is based on Geophysical Methods combined with professional judgment and whose location is tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.
- ★ **Quality Level A (QLA):** A value assigned to that portion (x-, y-, and z-geometry) of a Utility Segment or subsurface Utility Feature that is directly exposed and measured and whose location and dimensions are tied to the Project Survey Datum. The Utility Segment or subsurface Utility Feature shall be tied to the Project Survey Datum with an accuracy of 0.1 ft (30mm) vertical and to 0.2 ft (60 mm) horizontal for the measurements of the outside limits of the Utility Feature or Utility Segment that is exposed.

Scope of Work

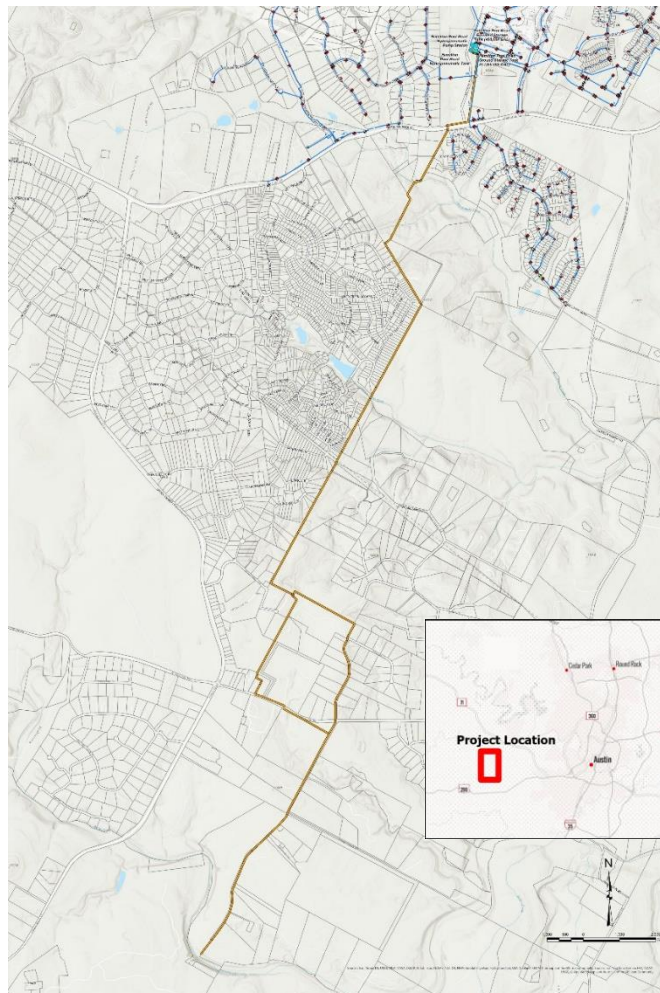
Based on information provided by Murfee Engineering Company (“CLIENT”), SURVWEST has developed a preliminary scope for the work required for this project. The scope of work may be modified with the CLIENT, Owner, or their representative’s concurrence during the performance of the work if warranted by actual field findings.

For this project, SURVWEST will provide the following services broken into three different phases within the SUE project limits. The SUE project limits are defined as a 100-foot-wide corridor centered along a proposed alignment ~31,000LF (~5.8mi) in length and depicted by the orange line in *Figure 1* below.

Phase I - QLD SUE investigation performed for the entire length of the proposed alignment routes.

Phase II - QLB SUE investigation performed for approximately 10,000LF of the proposed alignment routes. Investigation locations will be selected by the Client. This phase will be added to the scope after Client’s review of the completed Phase I SUE QLD deliverables and will be considered as a separate supplemental fee and modification to this agreement.

Phase III - QLA SUE Test Holes. Up to ten (10) test holes will be performed. QLA SUE test hole locations will be selected by the client. This phase will be added to the scope after Client’s review of the completed Phase II SUE QLB deliverables and will be considered as a separate supplemental fee and modification to this agreement.



SurvWest Proposal Number: BD240431 (Phase I)

Subsurface Utility Engineering WTCPUA Cross Country Transmission Main – Travis County Texas

SUE QLD (Records/Research)

SURVWEST will conduct utility research of the project limits. In addition to records received from CLIENT, SURVWEST will gather, and review information collected from one or more of the following sources. The data acquired through this effort will be taken into consideration when analyzing field data and preparing the project deliverables.

- ▲ One Call Notification Center
- ▲ Internet-Based Databases
- ▲ Aerial Imagery
- ▲ Utility Owners
 - Record Drawings
 - Previous Construction Plans
 - Database Information/Maps
 - Oral Histories
- ▲ County/Parish Clerk Office
- ▲ State Department of Transportation

Assumptions and Considerations

Exclusions

The scope of work described in this proposal EXCLUDES the following services:

- ▲ Collection of data from utility poles and overhead wires, open channels and irrigation ditches, underground irrigation systems.
- ▲ Utility Coordination Services, including the preparation of the list of utility providers, conflict matrix, participation in coordination meetings, evaluation or coordination of relocations, or the preparation of clearance or removal/relocation documents.
- ▲ Project Design Survey
- ▲ Topographic Survey
- ▲ Right-of-way verification or boundary survey.
- ▲ Project Design and Engineering
- ▲ Project Construction Services

Assumptions

- ▲ For identified utilities, the size and material type of all utilities will be provided only if the information is indicated on available record drawings.
- ▲ No more than 50,000 linear feet of utilities will be mapped throughout this project. If this number is exceeded, a change order may be required.

Client Responsibilities

- ▲ CLIENT will provide SURVWEST with CAD base map files such as topography, ROW, and proposed stationing alignment files. These files will support the SUE data collected and ensure proper alignment with CLIENT's electronic CAD formats.
- ▲ If applicable, CLIENT will provide SURVWEST with the utility line styles and symbology to utilize in preparing the deliverable(s). This includes title blocks, OWNER and CLIENT logo images, and contact information.

Deliverables

Deliverables (CAD)

Upon receipt of base map/topographic/ROW files from CLIENT, SURVWEST will prepare an AutoCAD formatted electronic file depicting the type and general horizontal location of the utilities found from records received from utility providers within the project limits. SURVWEST will utilize the line style and symbology provided by CLIENT. If the CLIENT does not provide this information, SURVWEST will utilize its standard line styles and symbology.

Anticipated Schedule

SURVWEST can commence work within ten (10) business days of receiving the notice to proceed (NTP). The estimated time to complete the QLD SUE investigation and development of SUE deliverables for this project is a total of 35 business days, or 7 calendar weeks after commencement of work.

The above estimated schedule is based on information provided by CLIENT and OWNER. This schedule does not reflect delays related to property access, permitting, inclement weather, or any other factors outside of SURVWEST's control.

Estimated Fees

Task Description	Units	Quantity	Task Fee
Phase I - QLD SUE	LS	1	\$33,688.00
Project Total			\$33,688.00

The total estimated cost to complete the work described herein is **\$33,688.00** as a NTE fee without prior written approval by CLIENT. SURVWEST will invoice the CLIENT, on a Time and Materials basis, for any additional days worked beyond the estimated time with prior CLIENT approval.

Closing

We look forward to working with you on this project. Should you have any questions or require additional information, please contact me at (512) 517-6294 or cphipps@survwest.com.

Sincerely,

SURVWEST, LLC



Charlie Phipps
SUE Project Manger

This offer is not binding, and no contract between the parties shall exist unless and until definitive written agreements have been negotiated and executed by the parties. The services and products described herein are subject to change and will only be binding obligations if included in definitive written agreements executed by the parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written and agree to all terms and conditions listed on Exhibit A, attached hereto.

Client Name

Print Name

Signature

Title

Address for Giving Notices:



EXHIBIT A

SURVWEST, LLC GENERAL PROVISIONS FOR PROFESSIONAL SERVICES OTHER THAN DESIGN AND CONSTRUCTION

ARTICLE 1. DEFINITIONS

SurvWest, LLC. shall also refer to its subsidiaries. The Client shall refer to the party, partnership, corporation, or entity signing this contract.

ARTICLE 2. INVOICES AND PAYMENT PROVISIONS The Client will be invoiced each month for work which has been accomplished to the date shown on the invoice. Invoices are due and payable within 30 days of date on invoice. Questionable charges or errors on an invoice shall be brought to the attention of SurvWest, LLC. within fourteen (14) days of the invoice date, or it will be presumed that the charges were correct as invoiced. Disputed charges will be reconciled in a timely fashion and a revised invoice will be issued, if necessary. The revised invoice will be due and payable upon receipt. Invoices or portions of invoices unpaid in excess of thirty (30) days from the invoice date shall accrue interest at a rate of 2.5% per month until paid in full. The Client hereby agrees to pay all costs and expenses incurred by SurvWest, LLC. Including, but not limited to reasonable attorney fees in pursuing collection of any sums not paid to SurvWest, LLC. pursuant to the terms of this contract. SurvWest, LLC. may terminate this contract if payment on any invoice not in dispute is not paid in full within sixty (60) days from the date of the invoice. Portions of the fee that may be billed on a time and materials basis will be billed in accordance with the Fee Schedule in effect at the time the contract is executed, except as provided for in Article 3. Applicable Gross Receipts Tax will be added to all charges. Applicable fees for processing, permits, or review shall be paid by the Client. Additional provisions are as follows:

- A. **Project Mobilization Fee/Retainer:** SurvWest, LLC. may require a mobilization fee or retainer prior to the commencement of work. The mobilization fee or retainer will be applied to project charges as they are incurred and invoiced.
- B. **Contract Termination and Project Cancellation Fee:** This contract may be terminated by the Client upon fourteen (14) days written notice to SurvWest, LLC. In the event of such termination, compensation for the services performed and unpaid as of the termination date shall be due and payable immediately, to SurvWest, LLC. In addition, SurvWest, LLC. may have refused other contracts in order to complete this contract in a timely and efficient manner. Therefore, if this contract's duration is longer than one hundred and twenty (120) days and if this contract is cancelled by the Client within sixty (60) days of the date of execution of this contract, a cancellation fee of twenty five percent (25%) of the total contract fee or \$1,000.00, whichever is greater, will be due and payable immediately, together with any other services performed and remaining unpaid.
- C. **Project Restart Fee:** Because of substantial costs incurred by SurvWest, LLC. to stop and restart a contract once it is underway, should this contract's progress be halted at any time for thirty (30) or more days by the Client for any reason, a contract restart fee of \$500.00 or 10% of the total fee earned to date, whichever is greater, will be due and payable immediately.
- D. **Client Team Member Reorientation:** There will be a Client team member reorientation fee paid by the Client for each project team member of the Client who is added or replaced prior to completion of the contract.
- E. **No Back-up for Reimbursables:** No back-up data or copies of bills, as maintained by SurvWest, LLC., will be provided for

reimbursable expenses invoiced under this contract. Should back-up data maintained by SurvWest, LLC. be requested, it will be provided for an administration fee of \$100.00 per monthly invoice requiring verification plus \$1.00 per copy of back-up data supplied.

- F. **Fee for Print:** All prints of project documents not covered as a part of the contract fee will be billed to the Client at a rate of \$5.00 per sheet.

ARTICLE 3. CONTRACT RENEGOTIATION

SurvWest, LLC. reserves the right to renegotiate fee schedule rates annually for open-end hourly rate and time and materials contracts that continue for longer than one year.

ARTICLE 4. LIABILITY

It is understood that any and all professional liabilities incurred by SurvWest, LLC., throughout the course of rendering professional services under this contract, shall be limited to a maximum of the fee received by SurvWest, LLC. for all services rendered on the project (not including reimbursable expenses and subconsultants).

ARTICLE 5. CLAIMS

The owner/Client acknowledges that SurvWest, LLC. is a limited liability company and agrees that any claim made by the owner/Client arising out of any act or omission of any director, officer, or employee of SurvWest, LLC. in the execution or performance of this contract shall be made against SurvWest, LLC. and not against such director, officer, or employee.

ARTICLE 6. PROPRIETARY INFORMATION

The use of any materials or maps prepared by SurvWest, LLC. shall be restricted to the original use for which they were prepared. Reproduction, reuse, or alteration by any method, in whole or in part, is prohibited unless authorized in writing by SurvWest, LLC. Any such reproduction reuse or alteration of documents relieves SurvWest, LLC. of any responsibilities or liabilities whatsoever.

SurvWest, LLC. has the right to photograph any phase of this project, under the terms of this contract, and to use the photos in the promotion of the professional practice through advertising, public relations, brochures, or other marketing materials.

ARTICLE 7. SUCCESSORS AND ASSIGNS

The Client and SurvWest, LLC. each binds itself, its successors, assigns, and legal representatives to the other party of this contract, and to the successors, assigns, and legal representative of such other party with respect to all provisions of this contract. Neither the Client nor SurvWest, LLC. shall assign, set over, or transfer his interest, in whole or in part, in this contract without the prior written consent of the other, and any act in derogation hereof, shall, at the option of the non-assigning party, render the written contract terminated.

ARTICLE 8. DISPUTES

SurvWest, LLC and the client shall have claims, disputes, and other matters in question between the parties to this contract arising out of or relating to the contract or breach thereof to be decided by litigation if the matter cannot be resolved between the parties by mediation. Any lawsuits filed shall be filed in state court in the County of Denver or federal court in the District Court of Colorado.

ARTICLE 9. SPECIAL PROVISIONS

Special provisions, conditions, modifications, and/or schedules which may be required are contained in attachments or exhibits to this contract.

Potential Additional Probable Costs related to Subsurface Utility Engineering

Preliminary & Design Phase Tasks:

Description	Amount
QLB + QLB Survey (10,000 LF)	\$76,125
QLA Test Holes + QLA survey (x10 Test Holes)	\$39,375

Subtotal \$115,500

ITEM I

	Option No. 5: REMOVED		
4	Option No. 6: Materials, Equipment, and Labor to replace Mag Anodes complete with all new hardware and sealer.	\$600	\$2,400
1	Freight to the Jobsite site.	\$2,750	\$2,750
		TOTAL	<u>\$155,117</u>
	<p>Supplied By Others</p> <ul style="list-style-type: none"> • Offloading • Taxes, Bonds, & permits if required. • Trash disposal. • Water for cleaning, and testing • Chlorination of tank and sampling. <p>NOTE 1: To facilitate the works, the tank must be drained & cleaned out by the Purchaser prior to the arrival of our personnel.</p> <p>NOTE 2: Proposed scope of work is based on the TA's inspection of the tank exterior and interior and general experience with Aquastore Tanks of similar age and service. TA makes no guarantee that the tank re-caulk will remedy all tank deficiencies. If scraping of sealer from panel edges exposes damage to any sidewall panel that TA determines cannot be repaired by patching and requires panel replacement instead, TA will advise Buyer of the additional cost to supply replacement panel(s). If during the course of performing the Seller's scope of work, other damage to the tank shell is revealed, TA will notify the Buyer's designated project coordinator to discuss the extent of additional work and cost. Additional repairs will not be performed unless Buyer agrees to any added cost proposed by TA. Depending on the scope of any additional repairs, TA will advise Buyer whether the repairs can be made promptly or will require remobilization.</p>		

	<p><u>NOTE 3:</u> Mobilization to cover travel to and from site from our Van Alstyne, Texas office will be charged for each trip. Mobilization will be charged and invoiced to the Purchaser if Purchaser cancels the inspection unless TA is notified at least 7 days prior to the scheduled arrival of TA personnel.</p> <p><u>NOTE 4:</u> Price is valid for acceptance for 30 days from the date of this Proposal.</p>		
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Accepted for the purchaser: _____

Date: _____20_____

Submitted by _____
Chad Callahan

ITEM J



**West Travis County Public Utility Agency
Memorandum**

TO: Board of Directors

FROM: Jennifer Smith

CC: Jennifer Riechers

SUBJECT: Fiscal Year 2024 Financial Audit Services

DATE: 12/18/2024

WTCPUA Staff recommends approval of the attached engagement letter from Maxwell, Locke & Ritter, LLP (ML&R) for the financial audit for fiscal year 2024. The base fee is \$65,000.

The reasons for recommending approval of ML&R to complete the audit services for fiscal year 2024 are as follows:

1. Base fee is a slight \$2,000 increase over the prior year.
2. Fiscal year 2024 may be the last year to complete a regular financial audit. Future audits will likely require a single audit due to anticipated federal grant funding. A single audit will result in increased compliance testing and reporting along with increased audit fees, so sending out requests for proposal for audit services in 2025 with these added requirements will result in a more efficient bid process.
3. Credit rating agencies will likely evaluate the fiscal year 2024 audit during the upcoming bond issuance process. Maintaining a consistent independent audit report may be advantageous.

August 26, 2024

To the Board of Directors and Ms. Jennifer Riechers
West Travis County Public Utility Agency
13215 Bee Cave Pkwy
Building B, Suite 110
Bee Cave, Texas 78738

Dear Board Members:

We are pleased to confirm our understanding of the services we are to provide West Travis County Public Utility Agency (the “PUA”) as of and for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, the budgetary comparison information for the General Fund, and the disclosures (collectively, the “financial statements”), which collectively comprise the basic financial statements of the PUA as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (“GAAP”) provide for certain required supplementary information (“RSI”), such as management’s discussion and analysis (“MD&A”), to supplement the PUA’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the PUA’s RSI in accordance with auditing standards generally accepted in the United States of America (“GAAS”). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management’s Discussion and Analysis
- Schedule of Changes in Net Pension Liability and Related Ratios
- Schedule of Agency Contributions
- Notes to Required Supplementary Information

We have also been engaged to report on supplementary information other than RSI that accompanies the PUA's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditors' report on the financial statements:

- Supplemental schedules required by the Water Agency Accounting Manual

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

- Other supplemental schedules

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditors' Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgement and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the PUA or to acts by management or employees acting on behalf of the PUA.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Revenue recognition - impact fee revenue
- Revenue recognition - service revenue
- Management override - fraud risk

We note that our audit planning procedures are not yet complete, and modifications may be made to these identified significant risks.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the PUA's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the PUA in conformity with accounting principles generally accepted in the United States of America based on information provided by you. As part of our audit procedures for the year ended September 30, 2024, we may provide advisory services or recommendations to improve internal controls or propose adjusting entries, provided that management reviews the entries to understand the nature of the entries and the impact on the financial statements.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside the general and subsidiary ledgers); and for the evaluation of whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

With regard to including the auditors' report in an exempt offering document, you agree that the aforementioned auditors' report, or reference to Maxwell Locke & Ritter LLP ("ML&R"), will not be included in any such offering document without our prior permission or consent. With regard to an exempt offering document with which ML&R is not involved, you agree to clearly indicate in the exempt offering document that ML&R is not involved with the contents of such offering document.

You are responsible for the preparation of the supplementary information in conformity with GAAP. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is also responsible to notify us in advance of your intent to print our report, in whole or in part, for inclusion in a document containing other information and to give us the opportunity to review such printed matter before its issuance. With regard to publishing the financial statements on the PUA's website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of the PUA's key personnel. We will plan the engagement based on the assumption that the PUA's personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, the PUA's personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. Other circumstances that may result in an increase of our fees include excessive general ledger adjustments, poor records, significant unanticipated transactions, financial reporting issues, or delays in resolution of issues that extend the period of time necessary to complete the engagement.

The audit documentation for this engagement is the property of ML&R and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of ML&R personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the cognizant or oversight agency or its designee. The cognizant or oversight agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Jimmy Romell is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit in January 2025 and to issue our reports no later than March 2025. To ensure that ML&R's independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel. Our audit engagement ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our base fee for these services will be \$65,000. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly. Our invoices for these fees will be rendered as work progresses and are payable upon presentation.

In the event we are required to respond to a subpoena, court order, or other legal process for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our hourly rates for the time we expend in connection with such response, and to reimburse us for all of our out-of-pocket costs incurred in that regard.

Management may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you concerning the scope and estimated fees for those additional services. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

In accordance with our firm policies, work may be suspended if the PUA's account becomes significantly overdue and will not be resumed until the PUA's account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. The PUA will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The PUA agrees that ML&R has the right to place advertisements in financial and other newspapers and journals at its own expense describing its services rendered to the PUA hereunder, provided that ML&R will submit a copy of any such advertisements to the PUA so that you can consent to the form and content of the advertisements. Without such consent, ML&R agrees not to make any public representations regarding the services rendered to the PUA, other than including the PUA in a list of clients served.

Reporting

We will issue a written report upon completion of our audit of the PUA's financial statements. Our report will be addressed to the Board of Directors of the PUA. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of the PUA's records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming opinions on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Disputes and Claims

The parties to this engagement agree that any dispute that may arise regarding the meaning, performance or enforcement of this or any prior engagement between them (except actions by the firm to enforce payment of its professional invoices), will, prior to resorting to litigation, be submitted to mediation, and that they will engage in the mediation process in good faith. Any mediation initiated as a result of this engagement shall be administered within the county of Travis, Texas, by the American Arbitration Association, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Texas law without regard to the conflict of laws or provisions thereof. The results of any such mediation shall be binding only upon agreement of each party to be bound. The parties participating in the mediation shall bear their own costs, except that any charges assessed by the mediation organization shall be shared equally by the participating parties.

Any claim arising out of this engagement, except our actions to enforce payment of our invoices, must be asserted within one year from the completion of services or the date any such cause of action accrues, whichever is later, unless otherwise barred by the applicable statute of limitation.

In connection with this engagement, the PUA agrees that we may communicate with you or others via email transmission, and by signing this letter the PUA authorizes us to do so. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by an addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, the PUA agrees that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

As part of its agreement with the PUA, ML&R will provide the PUA with access to a cloud-based accounting solution provided by LeaseCrunch, LLC ("LeaseCrunch Services"). As between the PUA and ML&R, ML&R disclaims all liability related in any way to the PUA's use of the LeaseCrunch Services. ML&R also disclaims any warranties related to the LeaseCrunch Services. The PUA is solely responsible for the acts and omissions of any third party, including employees or contractors, who the PUA has designated as a user of the LeaseCrunch Services (each an "End User"). Each End User is required to accept the LeaseCrunch Acceptable Use Policy upon initial login to the LeaseCrunch Services. The PUA agrees to indemnify and hold ML&R and its affiliates harmless from any and all liability and expenses, including reasonable attorneys' fees and costs, related to third-party claims arising out of the PUA's or its End User's use of LeaseCrunch Services in violation of LeaseCrunch's Acceptable Use Policy.

The PUA agrees to hold ML&R and its partners, heirs, executors, personal representatives, successors, and assigns harmless from any and all claims of the PUA which arise from knowing misrepresentations to ML&R by the management of the PUA, or the intentional withholding or concealment of information from ML&R by the management of the PUA. The PUA also agrees to indemnify ML&R for any and all claims made against ML&R by third parties which arise from any of these actions by the management of the PUA, as long as ML&R is not negligent in the performance of its services.



We appreciate the opportunity to be of service to the PUA and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

Maxwell Locke & Ritter LLP

Maxwell Locke & Ritter LLP

This letter correctly sets forth the understanding of West Travis County Public Utility Agency:

Jennifer Riechers, General Manager

Date