

ITEM D



Murfee Engineering Company

February 27, 2025

Mr. Scott Roberts, President and
Board of Directors
West Travis County Public Utility Agency
13215 Bee Cave Parkway, Building B, Suite 110
Bee Cave, Texas 78738

**Re: WTCPUA 1080 Transmission Main Segment B
Contractor's Application for Payment No. 10**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 10 from Austin Engineering Co., Inc. for the period ending February 28th, 2025. We have reviewed this application for payment, and concur with the items and quantities, and recommend approval and payment in the amount of seventy-two thousand three hundred sixty-five dollars and 4/100 Dollars (\$72,365.04). This application for payment is broken down as follows:

Original Contract Price:	\$4,636,705.50
Net Change by Change Orders:	\$375,306.72
Current Contract Price:	\$5,012,012.22
Total Completed and Stored to Date:	\$2,781,490.02
Retainage (5%):	\$139,074.50
Amount Due this Application:	\$72,365.04
Balance to Finish, Plus Retainage:	\$2,369,596.70

If you have any questions, please do not hesitate to contact me.

Sincerely

A handwritten signature in blue ink that reads 'Jason Baze'. The signature is fluid and cursive, with the first name 'Jason' and last name 'Baze' clearly distinguishable.

Jason Baze, P.E.

cc: Jennifer Riechers – WTCPUA
MEC File No. 11051.122

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE 1 OF 2 PAGES

TO OWNER: WEST TRAVIS CO. PUA
13215 BEE CAVE PKWY., BLDG. B, STE. 110
BEE CAVE, TX 78738

PROJECT: 1080 24" TRANSMISSION
MAIN, SEGMENT B

APPLICATION NO: **TEN (10)**
DATE: 2/28/2025
PERIOD TO: 2/28/2025

Distribution to:
☐ OWNER
☐ General Contractor
☒ CONTRACTOR
☐
☐

FROM CONTRACTOR:

AUSTIN ENGINEERING CO., INC.
P.O. BOX 342349
AUSTIN, TEXAS 78734

PROJECT NO: 11051.122

AECO JOB NO: 24005
AECO INVOICE NO: 25031
CONTRACT DATE: 3/1/2024

CONTRACT FOR: 1080 24" TRANSMISSION MAIN, SEGMENT "B"

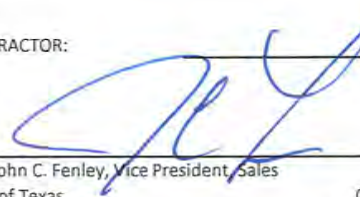
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM	\$	4,636,705.50
2. Net change by Change Orders	\$	375,306.72
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	5,012,012.22
4. TOTAL COMPLETED & STORED TO Date (Column D + E on G703)	\$	2,781,490.02
5. RETAINAGE:		
a. 5 % of Completed Work & Stored Materials (Column D + E on G703)	\$	139,074.50
b. % of Stored Material (Column F on G703)	\$	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	139,074.50
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	2,642,415.52
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	2,570,050.48
8. CURRENT PAYMENT DUE	\$	72,365.04
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	2,369,596.70

CONTRACTOR: AUSTIN ENGINEERING CO., INC.

By:  Date: 2/28/25
John C. Fenley, Vice President, Sales
State of Texas County of Travis
Subscribed and sworn to before me this 28th day of February, 2025
Notary Public:
My Commission expires: 08/01/27


CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the General Contractor certifies to the Owner that to the best of the General Contractor's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Subcontractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Murfee Engineering Co., Inc.

By: 
This Certificate is not negotiable only to the Contractor named herein. Issuance, payment or Owner or Contractor under t

Date: March 3, 2025

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ -	
Total approved this Month	\$ 375,306.72	\$ -
TOTALS	\$ 375,306.72	\$ -
NET CHANGES by Change Order	\$	375,306.72

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: TEN (10)

APPLICATION DATE: 2/28/2025

PERIOD TO: 02/28/25

PROJECT: 1080 24" TRANSMISSION

ENGINEERS PROJECT NO.: 11051.122

ITEM NO.	DESCRIPTION OF WORK	BID QUANTITY	UNIT	UNIT PRICE	TOTAL	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
						FROM PREV. APPLICATION	THIS PERIOD					
1	SILT FENCE INCLUDING J-HOOKS INSTALLATION	8,400	LF	\$ 5.00	\$ 42,000.00	\$ 27,225.00	\$ -		\$ 27,225.00	65%	\$ 14,775.00	\$ 1,361.25
2	STABILIZED CONSTRUCTION ENTRANCE INSTALLATION	15	EA	\$ 1,200.00	\$ 18,000.00	\$ 8,400.00	\$ -		\$ 8,400.00	47%	\$ 9,600.00	\$ 420.00
3	LOC RESTORATION / HYDROMULCH SEEDING,	42,000	SY	\$ 1.00	\$ 42,000.00	\$ 21,000.00	\$ 2,140.00		\$ 23,140.00	55%	\$ 18,860.00	\$ 1,157.00
4	SOIL RETENTION BLANKET INSTALLATION	1,000	SY	\$ 3.00	\$ 3,000.00	\$ -	\$ 3,000.00		\$ 3,000.00	100%	\$ -	\$ 150.00
5	TREE PROTECTION INSTALLATION AND MAINTENANCE	3,414	LF	\$ 5.00	\$ 17,070.00	\$ 9,388.50	\$ -		\$ 9,388.50	55%	\$ 7,681.50	\$ 469.43
6	ROCK BERM, COMPLETE & IN PLACE	50	LF	\$ 30.00	\$ 1,500.00	\$ -			\$ -		\$ 1,500.00	\$ -
7	SWPPP COMPLIANCE, COMPLETE & IN PLACE	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 4,000.00	\$ --		\$ 4,000.00	100%	\$ -	\$ 200.00
8	16" DUCTILE IRON WATER MAIN	17	LF	\$ 330.00	\$ 5,610.00	\$ 5,610.00	\$ -		\$ 5,610.00	100%	\$ -	\$ 280.50
9	CONNECTION EXISTING 16" WATER MAIN	2	EA	\$ 6,500.00	\$ 13,000.00	\$ 13,000.00	\$ -		\$ 13,000.00	100%	\$ -	\$ 650.00
10	24" DUCTILE IRON WATER MAIN (UNRESTRAINED)	6,913	LF	\$ 308.50	\$ 2,132,660.50	\$ 993,905.77	\$ -	\$ 227,488.65	\$ 1,221,394.42	57%	\$ 911,266.08	\$ 61,069.72
11	24" DUCTILE IRON WATER MAIN (RESTRAINED)	2,583	LF	\$ 380.00	\$ 981,540.00	\$ 545,824.40	\$ -	\$ -	\$ 545,824.40	56%	\$ 435,715.60	\$ 27,291.22
12	36" ENCASEMENT PIPE (BORE), COMPLETE & IN PLACE	621	LF	\$ 950.00	\$ 589,950.00	\$ 227,050.00	\$ -	\$ 36,959.00	\$ 264,009.00	45%	\$ 325,941.00	\$ 13,200.45
13	12" GATE VALVE AND BOX, COMPLETE & IN PLACE	3	EA	\$ 5,500.00	\$ 16,500.00	\$ 11,000.00	\$ --		\$ 11,000.00	67%	\$ 5,500.00	\$ 550.00
14	16" GATE VALVE AND BOX, COMPLETE & IN PLACE	4	EA	\$ 13,000.00	\$ 52,000.00	\$ 43,800.00	\$ -	\$ -	\$ 43,800.00	84%	\$ 8,200.00	\$ 2,190.00
15	24" GATE VALVE AND BOX, COMPLETE & IN PLACE	7	EA	\$ 41,500.00	\$ 290,500.00	\$ 166,080.00	\$ -	\$ 87,287.00	\$ 253,367.00	87%	\$ 37,133.00	\$ 12,668.35
16	FIRE HYDRANT ASSEMBLY, COMPLETE & IN PLACE	5	EA	\$ 13,500.00	\$ 67,500.00	\$ 54,000.00	\$ -		\$ 54,000.00	80%	\$ 13,500.00	\$ 2,700.00
17	3" AIR RELEASE/VACUUM VALVE AND VAULT, COMPLETE & IN PLACE	5	EA	\$ 23,500.00	\$ 117,500.00	\$ 67,005.98	\$ --	\$ 30,009.00	\$ 97,014.98	83%	\$ 20,485.02	\$ 4,850.75
18	CONNECTION TO EXISTING 24" DIP	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00	\$ -		\$ 8,000.00	100%	\$ -	\$ 400.00
19	TRENCH SAFETY, COMPLETE & IN PLACE	8,875	LF	\$ 1.00	\$ 8,875.00	\$ 4,658.00	\$ -		\$ 4,658.00	52%	\$ 4,217.00	\$ 232.90
20	PAVEMENT REPAIR, COMPLETE & IN PLACE	40	LF	\$ 825.00	\$ 33,000.00	\$ 33,000.00	\$ -		\$ 33,000.00	100%	\$ -	\$ 1,650.00
21	DRIVEWAY REPAIR, COMPLETE & IN PLACE	1	LS	\$ 27,500.00	\$ 27,500.00				\$ -		\$ 27,500.00	\$ -
22	TEMPORARY IRRIGATION	8,500	LF	\$ 5.00	\$ 42,500.00	\$ 10,625.00	\$ 10,625.00		\$ 21,250.00	50%	\$ 21,250.00	\$ 1,062.50
23	CONCRETE RETARDS	6	EA	\$ 2,500.00	\$ 15,000.00				\$ -		\$ 15,000.00	\$ -
24	BONDS AND INSURANCE	1	LS	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00	\$ -		\$ 55,000.00	100%	\$ -	\$ 2,750.00
25	ORANGE CONSTRUCTION FENCE	1,000	LF	\$ 5.00	\$ 5,000.00	\$ 5,000.00	\$ -		\$ 5,000.00	100%	\$ -	\$ 250.00
26	FENCE REPAIR, COMPLETE & IN PLACE	1,500	LF	\$ 25.00	\$ 37,500.00				\$ -		\$ 37,500.00	\$ -
27	TRAFFIC CONTROL, COMPLETE & IN PLACE	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ -		\$ 10,000.00	100%	\$ -	\$ 500.00
					BASE CONTRACT	\$ 4,636,705.50	\$ 2,323,572.65	\$ 15,765.00	\$ 381,743.65	\$ 2,721,081.30	\$ 1,915,624.20	
CHANGE ORDER NO. 1												
28	DUMPSTER & TRASH CLEANUP	1	LS	\$ 5,579.80	\$ 5,579.80	\$ -	\$ 5,579.80		\$ 5,579.80	100%	\$ --	\$ 278.99

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE 2 OF 2 PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: **TEN (10)**
 APPLICATION DATE: 2/28/2025
 PERIOD TO: 02/28/25
 PROJECT: 1080 24" TRANSMISSION
 ENGINEERS PROJECT NO.: 11051.122

A	B	C				D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	BID QUANTITY	UNIT	UNIT PRICE	TOTAL	WORK COMPLETED		MATERIALS PRESENTLY STORED	TOTAL COMPLETED AND STORED TO DATE	%	BALANCE TO FINISH	RETAINAGE
						FROM PREV. APPLICATION	THIS PERIOD					
29	16" X 2" SADDLE & TAP FOR TEST SHUT-OUT	2	EA	\$ 1,178.70	\$ 2,357.40	\$ -	\$ 2,357.40		\$ 2,357.40	100%	\$ -	\$ 117.87
30	CONCRETE CAP ON EXISTING 8" WW - NOT SHOWN IN PLANS	1	LS	\$ 8,793.90	\$ 8,793.90	\$ -	\$ 8,793.90		\$ 8,793.90	100%	\$ -	\$ 439.70
31	24" STORM SEWER REPAIR - STA. 20+40 NOT SHOWN IN PLANS	1	LS	\$ 6,380.50	\$ 6,380.50	\$ -	\$ 6,380.50		\$ 6,380.50	100%	\$ -	\$ 319.03
32	48" STORM SEWER REPAIR - STA 16+80 NOT SHOWN IN PLANS	1	LS	\$ 24,204.12	\$ 24,204.12	\$ -	\$ 24,204.12		\$ 24,204.12	100%	\$ -	\$ 1,210.21
33	ADDITIONAL SCOPE FOR TIE-IN @ STA 50+00	1	LS	\$ 13,093.00	\$ 13,093.00	\$ -	\$ 13,093.00		\$ 13,093.00	100%	\$ -	\$ 654.65
	TOTAL CHANGE ORDER NO. 1				\$ 60,408.72	\$ -	\$ 60,408.72	\$ -	\$ 60,408.72		\$ -	
CHANGE ORDER NO. 2												
34	SILT FENCE INCLUDING J-HOOKS INSTALLATION	1804	LF	\$ 5.00	\$ 9,020.00	\$ -	\$ -		\$ -		\$ 9,020.00	\$ -
35	SCE	2	EA	\$ 1,200.00	\$ 2,400.00	\$ -	\$ -		\$ -		\$ 2,400.00	\$ -
36	SEEDING	5850	SY	\$ 1.00	\$ 5,850.00	\$ -	\$ -		\$ -		\$ 5,850.00	\$ -
37	TREE PROTECTION	840	LF	\$ 5.00	\$ 4,200.00	\$ -	\$ -		\$ -		\$ 4,200.00	\$ -
38	SWPPP COMPLIANCE	1	LS	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -		\$ -		\$ 1,500.00	\$ -
39	12" RJ DIP	158	LF	\$ 590.00	\$ 93,220.00	\$ -	\$ -		\$ -		\$ 93,220.00	\$ -
40	CONNECTION TO EXISTING 12"	2	EA	\$ 10,000.00	\$ 20,000.00	\$ -	\$ -		\$ -		\$ 20,000.00	\$ -
41	24" ENCASEMENT BY OPEN CUT	20	LF	\$ 500.00	\$ 10,000.00	\$ -	\$ -		\$ -		\$ 10,000.00	\$ -
42	12" RJ DIP INSTALLED IN EXISTING 24" ENCASEMENT	186	LF	\$ 300.00	\$ 55,800.00	\$ -	\$ -		\$ -		\$ 55,800.00	\$ -
43	12" GV	5	EA	\$ 7,000.00	\$ 35,000.00	\$ -	\$ -		\$ -		\$ 35,000.00	\$ -
44	2"AR	2	EA	\$ 5,000.00	\$ 10,000.00	\$ -	\$ -		\$ -		\$ 10,000.00	\$ -
45	TRENCH SAFETY	158	LF	\$ 1.00	\$ 158.00	\$ -	\$ -		\$ -		\$ 158.00	\$ -
46	PRY & VAULT			NO BID	NO BID	\$ -	\$ -		\$ -			\$ -
47	CONCRETE SIDEWALK & WALL REMOVE & REPLACE	1	LS	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -		\$ -		\$ 25,000.00	\$ -
48	BONDS & INSURANCE	1	LS	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -		\$ -		\$ 30,000.00	\$ -
49	ORANGE CONSTRUCTION FENCE	550	LF	\$ 5.00	\$ 2,750.00	\$ -	\$ -		\$ -		\$ 2,750.00	\$ -
50	TRAFFIC CONTROL	1	LS	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -		\$ -		\$ 10,000.00	\$ -
	TOTAL CHANGE ORDER NO. 2				\$ 314,898.00	\$ -	\$ -	\$ -	\$ -		\$ 314,898.00	
GRAND TOTALS					\$5,012,012.22	\$2,323,572.65	\$76,173.72	\$381,743.65	\$2,781,490.02	55%	\$2,230,522.20	\$275,128.57

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

PROJECT: 1080 24" TRANSMISSION MAIN, SEGMENT "B"
JOB NO.: 11051.122


The undersigned executes this on behalf of AUSTIN ENGINEERING COMPANY, INC. ("Contractor") who has contracted with WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY, a ("Owner") to furnish materials, supplies and/or labor pursuant to those certain agreements between Owner and Contractor (collectively, the "Agreements") and/or otherwise provided labor and/or materials in connection with certain improvements to real property located Travis County, Texas (the "Property").

On receipt by the Contractor of this document of a check from West Travis County Public Utility Agency in the sum of **Seventy-Two Thousand, Three Hundred Sixty-Five Dollars and Four Cents (\$72,365.04)** payable to Contractor and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the Contractor's position that the Contractor has on the Property and Contractor agrees to indemnify and hold Owner, all future owners of the Property and all lienholders harmless from all claims and expenses (including attorney's fees) arising out of any unpaid mechanics and/or materialmen's claims, including subcontractors, suppliers and/or materialmen who may file any liens against said Property for any services, labor or material delivered or performed in connection with the Property, whether or not related to the Agreements or the work performed on or for the benefit of the Property, by, through or under Contractor, [except for the Retainage Amount unless and until the Retainage Amount has been paid by Owner in accordance with the terms of the Agreements at which time Contractor's indemnity shall automatically extend to and also cover the Retainage Amount].

This release covers a progress payment for all labor, services, equipment, or materials furnished to the Property or to West Travis County Public Utility Agency as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the Contractor.

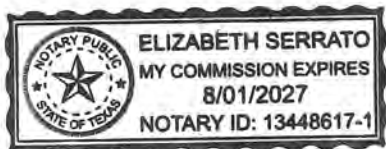
The Contractor warrants that the Contractor has already paid or will use the funds received from this progress payment to promptly pay in full all the Contractor's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project regarding the attached statement(s) or progress payment request(s).

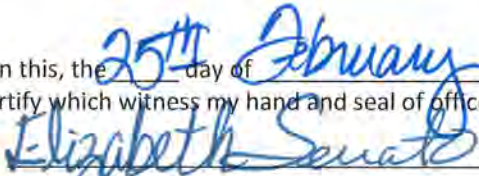
Date: February 25, 2025
AUSTIN ENGINEERING COMPANY, INC.
By: 
Name: John C. Fenley
Title: Vice President, Sales

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

SUBSCRIBED AND SWORN TO BEFORE ME on this, the 25th day of February, 2025, by John C. Fenley, Vice President, Sales of Austin Engineering Co., Inc., to certify which witness my hand and seal of office.

(NOTARY SEAL)




Notary Public, State of Texas
My Commission Expires: August 1, 2027



Murfee Engineering Company

March 7th, 2025

Mr. Scott Roberts, President and Board of Directors
West Travis County Public Utility Agency
13215 Bee Cave Parkway, Building B, Suite 110
Bee Cave, Texas 78738

**Re: WTCPUA Southwest Parkway Pump Station
Contractor's Application for Payment No. 5**

Mr. Roberts and Board,

Enclosed is Application for Payment No. 5 from Payton Construction. for the period ending December 31st. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of one hundred ninety-nine thousand, one-hundred eighty-three dollars and zero cents. (\$199,183.00) This application for payment is broken down as follows:

Original Contract Price:	\$4,157,905.00
Net Change by Change Orders:	11,710.00
Current Contract Price:	\$4,169,615.00
Total Completed and Stored to Date:	\$511,457.00
Retainage (5%):	\$25,573.00
Amount Due this Application:	\$199,183.00
Balance to Finish, Plus Retainage:	\$3,683,731.00

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Jason Baze'.

Jason Baze, P.E.
Murfee Engineering Company

MEC File No. 11051-175C

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

OWNER: West Travis County Public Utility Agency
13215 Bee Cave Parkway
Building B, Suite 110
Bee Cave, Texas 78738

PROJECT: West Travis County Public Utility Agency
Southwest Parkway Pump Station Upgrade
10710 State Highway 71
Austin, Texas 78735

APPLICATION NO: 5
APPLICATION DATE: 03/03/2025
PERIOD TO: 02/28/2025
PCI JOB NO: 235

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ENGINEER
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

CONTRACTOR: Payton Construction, Inc.
P.O. Box 1734
Wimberley, Texas 78676

ENGINEER: Murfee Engineering Company, Inc.
1101 Capital of Texas Highway South
Building D, Suite 110
Austin, Texas 78746

CONTRACT DATE: 08/01/24 **NOTICE TO PROCEED:** 08/15/24 **COMPLETION DATE:** 06/21/25 **CONTRACT TIME:** 310 CD **CONTRACT TIME USED:** 197 CD

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>4,157,905</u>
2. NET CHANGE BY CHANGE ORDERS	\$	<u>11,710</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>4,169,615</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>511,457</u>
5. RETAINAGE:		
a. <u>5%</u> of Completed Work (Column D + E on G703)	\$	<u>25,573</u>
b. <u>5%</u> of Stored Material (Column F on G703)	\$	<u>0</u>
TOTAL RETAINAGE (Lines 5a + 5b or Total in Column J of G703)	\$	<u>25,573</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>485,884</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>286,701</u>
8. CURRENT PAYMENT DUE	\$	<u>199,183</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>3,683,731</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0	\$0
Total changes approved this month by Owner	\$11,710	\$0
Totals	\$11,710	\$0
Net Changes by Change Order	\$11,710	

CONTRACTOR'S CERTIFICATE FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Payton Construction, Inc.

By: George Slagle Date: 03/03/25

State of: Texas County of: Hays
Subscribed and sworn to before me this 3rd day of March, 2025
Notary Public: Sharolyn Flippo Sharolyn Flippo My Commission expires: 02-27-2029



ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.
AMOUNT CERTIFIED \$ **\$199,183.00**
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: Murfee Engineering Company, Inc.

By: Jason Rye Date: March 14, 2025
This Certificate is payable only to the
Contractor and acceptance of payment are without
prejudice Contractor under this Contract.

OWNER'S APPROVAL FOR PAYMENT

OWNER: West Travis County Public Utility Agency

By: _____ Date: _____

CONTINUATION SHEET

AIA DOCUMENT G703

PROJECT: West Travis County Public Utility Agency - Southwest Parkway Pump Station Upgrade

OWNER: West Travis County Public Utility Agency

ENGINEER: Murfee Engineering Co., Inc.

CONTRACTOR: Payton Construction, Inc.

APPLICATION NO: 5

APPLICATION DATE: 03/03/2025

PAYMENT PERIOD FROM : 01/01/2025 to 02/28/2025

PCI PROJECT NO: 235

ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	%(G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
E-1	240 SY - Restoration of Vegetative Areas (240 SY @ \$20/SY = \$4800)	\$4,800	\$48	\$0	\$0	\$48	1%	\$4,752	\$2
E-2	125 LF - Installation and Maintenance of Silt Fence (125 LF @ \$28/LF = \$3500)	\$3,500	\$35	\$0	\$0	\$35	1%	\$3,465	\$2
E-3	28 TON - Installation of Pavement per Plans & Details (28 TON @ \$2,140/TON = \$59,920)	\$59,920	\$599	\$0	\$0	\$599	1%	\$59,321	\$30
W-1	4 EA - Removal of Existing Pumps and Equipment (4 EA @ \$22,905 = \$91,620)	\$91,620	\$916	\$0	\$0	\$916	1%	\$90,704	\$46
W-2	4 EA - Installation of 300 HP, 2033 GPM Pumps (4 EA @ \$131,250 = \$525,000)	\$525,000	\$5,250	\$0	\$0	\$5,250	1%	\$519,750	\$263
W-3	4 EA - Installation of 12" Pump Control Valves, Actuated Metal Seat Ball Type (4 EA @ \$220,000 = \$880,000)	\$880,000	\$8,800	\$0	\$0	\$8,800	1%	\$871,200	\$440
W-4	4 EA - Installation of 12" Resilient Seat Gate Valves (4 EA @ \$7,500 = \$30,000)	\$30,000	\$300	\$0	\$0	\$300	1%	\$29,700	\$15
W-5	4 EA - Installation of 12" Wafer Style Check Valves (4 EA @ \$6,580 = \$26,320)	\$26,320	\$263	\$0	\$0	\$263	1%	\$26,057	\$13
W-6	100 LF - Installation of 12" DI Pipe, Fittings and Appurtenances, Above Ground (100 LF @ \$1,270 = \$127,000)	\$127,000	\$1,270	\$0	\$0	\$1,270	1%	\$125,730	\$64
W-7	25 LF - Installation of 12" DI Pipe, Fittings and Appurtenances, Below Ground (25 LF @ \$2,500 = \$62,500)	\$62,500	\$625	\$0	\$0	\$625	1%	\$61,875	\$31
W-8	1 EA - Installation of Cut-In 24" x 10" Tee (1 EA @ \$17,300 = \$17,300)	\$17,300	\$173	\$17,127	\$0	\$17,300	100%	\$0	\$865
W-9	110 LF - Installation of 10" DI Pipe, Fittings and Appurtenances, Below Ground (110 LF @ \$1,370 = \$150,700)	\$150,700	\$94,941	\$55,759	\$0	\$150,700	100%	\$0	\$7,535
W-10	1 LS - Installation of Water Surge Valve, Valves and Appurtenances (1 LS @ \$114,000 = \$114,000)	\$114,000	\$82,080	\$0	\$0	\$82,080	72%	\$31,920	\$4,104
W-11	1 LS - Demolition of Interior Building Walls, Building Trellis and Exterior Concrete Pad (1 LS @ \$17,775 = \$17,775)	\$17,775	\$17,775	\$0	\$0	\$17,775	100%	\$0	\$889

CONTINUATION SHEET

AIA DOCUMENT G703

PROJECT: West Travis County Public Utility Agency - Southwest Parkway Pump Station Upgrade
OWNER: West Travis County Public Utility Agency
ENGINEER: Murfee Engineering Co., Inc.
CONTRACTOR: Payton Construction, Inc.

APPLICATION NO: 5
APPLICATION DATE: 03/03/2025
PAYMENT PERIOD FROM : 01/01/2025 to 02/28/2025
PCI PROJECT NO: 235

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % (G ÷ C)	I BALANCE TO FINISH (C - G)	J RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
W-12	8 EA - Installation of 2" Air/Vacuum Release Valves, Drain Lines and Appurtenances (8EA @ \$2,625 = \$21,000)	\$21,000	\$210	\$0	\$0	\$210	1%	\$20,790	\$11
W-13	2 EA - Installation of 10" Resilient Seat Gate Valves (2 EA @ \$8,700 = \$17,400)	\$17,400	\$6,960	\$10,440	\$0	\$17,400	100%	\$0	\$870
W-14	1 LS - Installation of Cut-In 16" x 10" Tee (1 LS @ \$12,264 = \$12,264)	\$12,264	\$8,585	\$3,679	\$0	\$12,264	100%	\$0	\$613
W-15	62 CY - Installation of Thrust Blocks (62 CY @ \$463 = \$28,706)	\$28,706	\$287	\$0	\$0	\$287	1%	\$28,419	\$14
W-16	3 EA - Installation of 20" Resilient Seat Gate Valves (3 EA @ \$55,200 = \$165,600)	\$165,600	\$54,648	\$110,952	\$0	\$165,600	100%	\$0	\$8,280
EL-1	1 LS - Electrical Upgrades, ATS, Motor Control Centers, Switchgear, Conduits and Appurtenances (1 LS @ \$1,400,000 = \$1,400,000)	\$1,400,000	\$14,000	\$0	\$0	\$14,000	1%	\$1,386,000	\$700
EL-2	Allowance for SCADA and Programming Update	\$125,000	\$1,250	\$0	\$0	\$1,250	1%	\$123,750	\$63
M-1	1 LS - Installation of Heating, Ventilation and Cooling Equipment, Ducts and Appurtenances (1 LS @ \$255,000 = \$255,000)	\$255,000	\$2,550	\$0	\$0	\$2,550	1%	\$252,450	\$128
P-1	1 LS - Installation, Relocation and Removal of Plumbing Piping, Fixtures and Appurtenances (1 LS @ \$22,500 = \$22,500)	\$22,500	\$225	\$0	\$0	\$225	1%	\$22,275	\$11
	ORIGINAL CONTRACT TOTALS	\$4,157,905	\$301,790	\$197,957	\$0	\$499,747	12%	\$3,658,158	\$24,987
CO-1	1 LS - Change Order No. 1 - Use 3 ea. 16" Gate Valves in lieu of 3 ea. 20" Gate Valves (see Item W-16). Add 4th 16" Gate Valve incl. excavation, shoring, dewatering, installation, backfilling and removal of existing concrete duct bank in conflict with installation of the 4th 16" Gate Valve. (1 LS @ \$11,710 = \$11,710)	\$11,710	\$0	\$11,710	\$0	\$11,710	100%	\$0	\$586
	CONTRACT TOTALS TO DATE	\$4,169,615	\$301,790	\$209,667	\$0	\$511,457	12%	\$3,658,158	\$25,573

AFFIDAVIT OF BILLS PAID, PARTIAL LIEN WAIVER AND INDEMNITY
[FOR USE BY CONTRACTOR ONLY]

[illegible]

BEFORE ME, the undersigned authority, on this day personally came and appeared
Wendell W. Payton, known to me to be a credible person, and
President of Payton Construction, Inc.
, a Texas Corporation (hereinafter called "Contractor"), and
 who, being first duly sworn, upon his oath declares and acknowledges as follows:

2. I am the duly authorized agent for the said Contractor which has authorized me to make this affidavit, to enter into the agreements and to grant the lien waivers herein set forth, on its behalf and as its acts and deeds, and all of the facts and recitations herein are true and correct.

Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA Southwest Parkway Pump Station Upgrade (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and Payton Construction, Inc. (the "Contractor") dated August 1, 2024.

3. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including August 31, 2024 - December 31, 2024 (the "Release Date").

4. In consideration of the payment by Owner of all said sums and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Contractor has waived and released and, acting herein by and through me, does hereby waive and release, any and all liens, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the Constitution, statutes and laws of the State of Texas) owned, claimed or held, or to be owned, claimed or held by Contractor in and to the Facilities and on any property on which the Facilities are located (such property is referred to herein as the "Land"), or any part thereof, whether real or personal property and whether or not affixed to or severed or severable from the Land, for any materials supplied and labor performed in connection with construction of the Facilities up to and including the Release Date; and the Contractor for itself, its representatives and assigns does release, acquit and forever discharge Owner and his respective successors and assigns, from any and all such claims, debts, demands and causes of action that Contractor has or may have as a result of the same.

Supplemental General Conditions – Section 00811

5. A full and complete list of all persons and entities which Contractor has engaged or with which Contractor has entered into any contractual arrangement to furnish materials or to perform any labor in connection with any construction or work on the Land or the Facilities up to and including the Release Date is set forth on Exhibit A, attached hereto and incorporated herein for all purposes. Contractor has actual knowledge that all bills owed by Contractor to others for materials furnished and labor performed in connection with any construction or work on the Land or the Facilities up to and including the Release Date have been fully paid and satisfied and Contractor does further warrant, represent and guarantee that if for any reason a claim or claims of a lien or liens are filed for materials furnished or labor performed, or both, by virtue of Contractor's participation in the erection or construction of the Facilities or the participation therein of any individual or entity with whom or with which Contractor has entered into any contractual arrangement, Contractor will immediately furnish a bond pursuant to Sections 53.171 - 53.175 of the Texas Property Code for release of each such lien, and obtain a settlement of all such claims and obtain and furnish to Owner written full releases of all liens in respect of such claims in form and substance satisfactory to Owner all at Contractor's expense; OR IF CONTRACTOR CANNOT OBTAIN SUCH A RELEASE OR RELEASES, CONTRACTOR AGREES TO WHOLLY INDEMNIFY OWNER FOR ANY AND ALL COSTS OWNER MAY INCUR IN SATISFYING SUCH CLAIMS OR REMOVING SUCH LIENS, OR BOTH.

EXECUTED on this the 3rd day of March, 2025.

CONTRACTOR Payton Construction, Inc.

By: Wendell W. Payton

Print Name: Wendell W. Payton

Title: President

SWORN TO AND SUBSCRIBED BEFORE ME on this 3rd day of March, 2025



Sharolyn Flippo
Notary Public in and for the State of Texas
Printed Name: Sharolyn Flippo
My Commission Expires: February 27, 2029

THE STATE OF TEXAS §
 §
COUNTY OF HAYS §

Supplemental General Conditions – Section 00811

This instrument was acknowledged before me on the 3rd day of March,
2025 by Wendell W. Payton, President of
Payton Construction, Inc., a Texas Corporation, on behalf of said
Corporation.



Sharolyn Flippo

Notary Public in and for the State of Texas

Printed Name: Sharolyn Flippo

My Commission Expires: February 27, 2029

ATTACH:

Exhibit A - List of Subcontractors

Exhibit “A”
List of Subcontractors

1. Chelf Electrical Services
2. Dynamic Pump Systems (Equipment Supplier)
3. VGM Heating & Cooling
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
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- 19.
- 20.



Murfee Engineering Company

February 17, 2025

Mr. Scott Roberts, President and
Board of Directors
West Travis County Public Utility Agency
13215 Bee Cave Parkway, Building B, Suite 110
Bee Cave, Texas 78738

**Re: WTCPUA Lake Pointe LS Rehab
Contractor's Application for Payment No. 6**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 6 from Udelhoven Oilfield System Service, Inc. for the period ending December 15, 2024. We have reviewed this application for payment, concur with the items and quantities, and recommend approval and payment in the amount of five hundred sixty-six thousand nine hundred seventy-two dollars and three cents (\$566,972.03). This application for payment is broken down as follows:

Original Contract Price:	\$1,409,775.75
Change Orders No. 1 to 3:	\$509,750.28
Contract Price with Change Orders	\$1,919,526.03
Total Completed to Date:	\$1,919,526.03
Retainage (5%):	\$95,976.30
Amount Due this Application:	\$566,972.03
Balance to Finish, Plus Retainage:	\$95,976.30

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink that reads 'Jason Baze'. The signature is fluid and cursive, with the first name 'Jason' and last name 'Baze' clearly legible.

Jason Baze, P.E.
Project Engineer

Contractor's Application for Payment No.

006

Owner: West Travis County Public Utility Agency 13215 Bee Cave Parkway, Building B, Ste 110 Bee Cave, TX 78738	Period: 10/1/2024 - 12/15/2024 Invoice #: 8625	Application Date: 12/12/2024
Contractor: Udelhoven, Inc. 1210 FM 537 Floresville, TX 78114	Engineer: Murfee Engineering Attn: Jason Baze 1101 Capital of Texas Highway South Building D Austin, TX 78746	
Project: Lake Pointe Lift Station Rehabilitation	Contractor's Project No.: 7400203	Engineer's Project No.: 11051.151

Application For Payment

Change Order Summary		
Approved Change Orders		
Number	Additions	Deductions
1	\$509,750.28	
2	\$183,081.64	
3		\$183,081.64
TOTALS	\$692,831.92	\$183,081.64
NET CHANGE BY CHANGE ORDERS	\$509,750.28	

1. ORIGINAL CONTRACT PRICE.....	\$	\$1,409,775.75
2. Net change by Change Orders.....	\$	\$509,750.28
3. Current Contract Price (Line 1 ± 2).....	\$	\$1,919,526.03
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates).....	\$	\$1,919,526.03
5. RETAINAGE:		
a. 5% X \$1,919,526.03 Work Completed.....	\$	\$95,976.30
b. 5% X \$0.00 Stored Material.....	\$	\$0.00
c. Total Retainage (Line 5.a + Line 5.b).....	\$	\$95,976.30
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$	\$1,823,549.73
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$	\$1,256,577.70
8. AMOUNT DUE THIS APPLICATION.....	\$	\$566,972.03
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above).....	\$	\$95,976.30


Contractor's Certification

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

Contractor Signature

By:  Date: **12/12/2024**

Payment of: \$ **566,972.03**
 (Line 8 or other - attach explanation of the other amount)

is recommended by:  **February 17, 2025**
 (er) (Date)

Payment of: \$ **566,972.03**
 (Line 8 or other - attach explanation of the other amount)

is approved by: _____
 (Owner) (Date)

Approved by: _____
 Funding or Financing Entity (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For: Lake Pointe Lift Station Rehabilitation				Application Number: 006				
Application Period: 10/1/2024 - 12/15/2024				Application Date: 12/12/2024				
			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Item No.	Description	Scheduled Value (\$)	From Previous Application (C+D)	This Period				
1	Preconstruction, Bonds & Insurance	\$87,450.00	\$87,450.00	\$0.00	\$0.00	\$87,450.00	100.0%	\$0.00
2	Product Engineering and Submittals	\$42,802.00	\$42,802.00	\$0.00	\$0.00	\$42,802.00	100.0%	\$0.00
3	Mobilization	\$151,192.00	\$151,192.00	\$0.00	\$0.00	\$151,192.00	100.0%	\$0.00
4	Bypass Pumping							
4.1	Bypass Layout	\$19,536.00	\$19,536.00	\$0.00	\$0.00	\$19,536.00	100.0%	\$0.00
4.2	Bypass Setup & Testing	\$71,040.00	\$71,040.00	\$0.00	\$0.00	\$71,040.00	100.0%	\$0.00
4.3	Bypass Teardown and Demob	\$46,138.00	\$0.00	\$46,138.00	\$0.00	\$46,138.00	100.0%	\$0.00
5	Replace Filtrate Line							
5.1	Demolition and Core	\$18,648.00	\$18,648.00	\$0.00	\$0.00	\$18,648.00	100.0%	\$0.00
5.2	Remove existing filtrate valves and replace	\$23,851.00	\$23,851.00	\$0.00	\$0.00	\$23,851.00	100.0%	\$0.00
5.3	Backfill and replace	\$11,011.00	\$10,460.45	\$550.55	\$0.00	\$11,011.00	100.0%	\$0.00
6	Yard Piping							
6.1	Discover and replace forcemain connection	\$95,173.00	\$95,173.00	\$0.00	\$0.00	\$95,173.00	100.0%	\$0.00
6.2	Discover and replace Gravity main with Manhole Connection	\$93,634.00	\$70,225.50	\$23,408.50	\$0.00	\$93,634.00	100.0%	\$0.00
7	Wet Well Lining							
7.1	Dewater Wet Well Structure	\$21,035.00	\$21,035.00	\$0.00	\$0.00	\$21,035.00	100.0%	\$0.00
7.2	Clean and Dewater Wet Well	\$77,046.00	\$77,046.00	\$0.00	\$0.00	\$77,046.00	100.0%	\$0.00
7.3	Surface Prep and Minor Structural Repairs	\$81,088.00	\$81,088.00	\$0.00	\$0.00	\$81,088.00	100.0%	\$0.00
7.4	Liner & Welding	\$217,560.00	\$217,560.00	\$0.00	\$0.00	\$217,560.00	100.0%	\$0.00
7.5	Liner Ceiling Attachments	\$44,225.00	\$44,225.00	\$0.00	\$0.00	\$44,225.00	100.0%	\$0.00
7.6	Void Space Prep and Rehab	\$21,039.00	\$21,039.00	\$0.00	\$0.00	\$21,039.00	100.0%	\$0.00
7.7	Liner Grouting	\$52,036.00	\$52,036.00	\$0.00	\$0.00	\$52,036.00	100.0%	\$0.00
7.8	Liner Testing	\$12,496.00	\$0.00	\$12,496.00	\$0.00	\$12,496.00	100.0%	\$0.00
8	Wet Well							
8.1	Demo and Install Hatches	\$46,163.00	\$20,773.35	\$25,389.65	\$0.00	\$46,163.00	100.0%	\$0.00
8.2	Demolish Existing Wet Well Components	\$29,316.00	\$29,316.00	\$0.00	\$0.00	\$29,316.00	100.0%	\$0.00
8.3	Pump Bases - Brackets	\$69,411.00	\$0.00	\$69,411.00	\$0.00	\$69,411.00	100.0%	\$0.00
8.4	Custom Trapeze Supports	\$34,525.00	\$0.00	\$34,525.00	\$0.00	\$34,525.00	100.0%	\$0.00
8.5	Internal Piping	\$35,383.00	\$0.00	\$35,383.00	\$0.00	\$35,383.00	100.0%	\$0.00
8.6	Balance, Shim and Level	\$7,977.75	\$0.00	\$7,977.75	\$0.00	\$7,977.75	100.0%	\$0.00
	Subtotals of Base Scope	\$1,409,775.75	\$1,154,496.30	\$255,279.45	\$0.00	\$1,409,775.75	100.0%	\$0.00
	Change Orders:							
CO 1	CCTV Inspection, Junction Structure and Yard Piping Modifications	\$509,750.28	\$168,217.07	\$341,533.21	\$0.00	\$509,750.28	100.0%	\$0.00
CO 2	Manual Screen Installation at Junction Structure	\$181,081.64	\$181,081.64	\$0.00	\$0.00	\$181,081.64	100.0%	\$0.00
CO 3	Nullify Manual Screen Installation at Junction Structure	(\$181,081.64)	(\$181,081.64)	\$0.00	\$0.00	(\$181,081.64)	100.0%	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
			\$0.00	\$0.00	\$0.00	\$0.00	0.0%	\$0.00
	Subtotals of Change Orders	\$509,750.28	\$168,217.07	\$341,533.21	\$0.00	\$509,750.28		\$0.00
	Totals	\$1,919,526.03	\$1,322,713.37	\$596,812.66	\$0.00	\$1,919,526.03		\$0.00

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

CONTRACTOR'S AFFIDAVIT AND LIEN WAIVER

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, personally appeared Jillian Williams
 who, being by me duly sworn states as follows:

I.

My name is Jillian Williams. I am Controller of
Udelhoven, Inc. (hereinafter referred to as "Contractor").

II.

Pursuant to that certain Standard Form of Agreement (the "Contract"), by and between WTCPUA (the "Owner"), _____ and Contractor, dated 03/15/2022, for the construction of certain facilities known as WTCPUA Lake Pointe Lift Station Rehab as more particularly described in the Contract (the "Facilities"), I, a duly authorized agent for Contractor, do hereby warrant and represent, for and on behalf of Contractor, that: (i) a full and complete list of all subcontractors, laborers and material suppliers who have, prior to the date set forth herein below, been engaged in the construction of or supplying material incorporated into the Facilities is set forth on Exhibit "A" attached hereto and incorporated herein by reference; (ii) Contractor and all subcontractors, laborers, and material suppliers engaged in the construction of or supplying materials incorporated into the Facilities have been paid in full for all work performed and all materials supplied prior to the date set forth herein below; and (iii) prior to the date set forth herein below, the Facilities were fully and finally completed in strict accordance with the Contract.

III.

For and in consideration of the payment to Contractor of all sums now due and owing or to be due and owing for the construction of the Facilities, Contractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities, or on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to the date set forth herein below. Without limitation on the foregoing, Contractor hereby releases and discharges the Property, the Owner, and any and all other parties from all indebtedness and obligations of whatsoever character against them or the Property in connection with the construction of the Facilities and, in addition, releases and discharges the Property from any and all liens and charges of every character held by the undersigned, whether the liens be contractual, statutory, or constitutional, and further whether said liens are evidenced by lien claim affidavits or not and whether filed for record in the Office of the County Clerk of the county where the Property is located, or not; it being the intention to relinquish, and release the Property completely free and clear of all liens and lien claims of every character asserted by the undersigned. This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

up to and including the date hereof, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities claiming through or under the undersigned have been fully paid all amounts that may be due and owing and the undersigned does hereby agree to hold the Owner harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party.

EXECUTED on this the 3 day of February, 2025.

CONTRACTOR Udelhoven, Inc.

By: _____

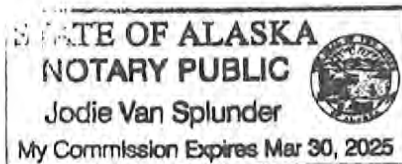
Print Name: _____

Jillian Williams

Title: _____

Controller

SWORN TO AND SUBSCRIBED BEFORE ME on this 3 day of February, 2025.



Notary Public

Printed Name: _____

My Commission Expires: March 30, 2025

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____,
by _____,
of _____, a _____, on behalf
of said _____.

Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: _____

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

EXHIBIT "A"

LIST OF ALL SUBCONTRACTORS, LABORERS AND MATERIAL SUPPLIERS

All subcontractors, laborers and suppliers must sign beside paid amount to acknowledge their receipt of payment in full.

NAME OF SUBCONTRACTOR LABORER OR SUPPLIER	TYPE OF WORK	AMOUNT PAID	SIGNATURE
1. Construct Assurance LLC		\$384,730.94 - Subcontractor Lien Waiver Sent for signature 01/31/25	
2.			
3.			
4.			
5.			
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20.			

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

SUBCONTRACTOR'S PARTIAL LIEN WAIVER

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, personally appeared _____
who, being by me duly sworn, states as follows:

I.

My name is Nicholas W. Carlisle. I am, President of
Construct Assurance LLC (hereinafter referred to as "Subcontractor").

Subcontractor has provided materials or performed work in conjunction with the construction of facilities known as WTCPUA Lake Pointe Lift Station Rehab (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), _____ and Udelhoven, Inc. ("Contractor"), dated 03/15/2022.

II.

For and in consideration of the payment to Subcontractor of the sum of \$ 384,730.94 now due and owing for the construction of the Facilities as reflected in Subcontractor's invoice number 6 ("Progress Payment"), Subcontractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities and on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to 12/26/24 (the "Release Date"). This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the Release Date, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities through the Release Date claiming through or under the undersigned will be fully paid all amounts that may be due and owing (to the extent not already paid) and the undersigned does hereby agree to hold the Owner and any lending institution advancing funds in reliance hereon, harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party. The total amount paid to the Subcontractor for the Facilities, including the Progress Payment is \$ 384,730.94.

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the
31st day of January, 2025.

Construct-Assurance, LLC

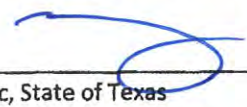
(SUBCONTRACTOR)

By: 

Print Name: Nicholas W. Carlisle

Title: President

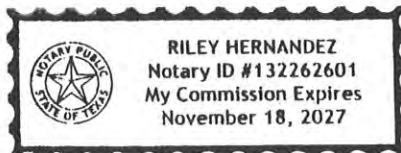
SWORN TO AND SUBSCRIBED BEFORE ME this 31 day of January, 2025.

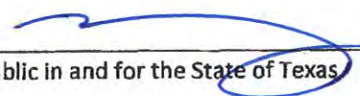

Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF TRAVIS Guadalupe §

This instrument was acknowledged before me on the 31st day of January,
2025 by Nicholas W. Carlisle, President
of Construct - Assurance, a limited liability company, on behalf of
said _____.




Notary Public in and for the State of Texas

Printed Name: Riley Hernandez

My Commission Expires: 11-18-2027

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

SUBCONTRACTOR'S PARTIAL LIEN WAIVER

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, personally appeared _____
who, being by me duly sworn, states as follows:

I.

My name is Nicholas W. Carlisle. I am, President of
Construct Assurance LLC (hereinafter referred to as "Subcontractor").

Subcontractor has provided materials or performed work in conjunction with the construction of facilities known as WTCPUA Lake Pointe Lift Station Rehab (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), _____ and Udelhoven, Inc. ("Contractor"), dated 03/15/2022.

II.

For and in consideration of the payment to Subcontractor of the sum of \$ 44,535.05 now due and owing for the construction of the Facilities as reflected in Subcontractor's invoice number 4 ("Progress Payment"), Subcontractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities and on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to 08/31/2024 (the "Release Date"). This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the Release Date, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities through the Release Date claiming through or under the undersigned will be fully paid all amounts that may be due and owing (to the extent not already paid) and the undersigned does hereby agree to hold the Owner and any lending institution advancing funds in reliance hereon, harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party. The total amount paid to the Subcontractor for the Facilities, including the Progress Payment is \$ 44,535.05.

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the 18th day of November, 2024.

Construct Assurance LLC

(SUBCONTRACTOR)

By: 

Print Name: Nicholas W Carlisle

Title: President

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, _____.

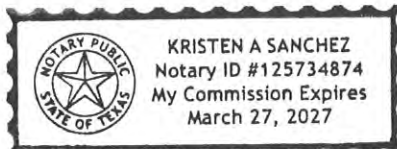
Notary Public, State of Texas

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 18 day of November, 2024 by Nicholas W. Carlisle, President of Construct - Assurance, LLC, a _____, on behalf of said _____.




Notary Public in and for the State of Texas

Printed Name: Kristen A. Sanchez

My Commission Expires: MARCH 27, 2027

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

SUBCONTRACTOR'S PARTIAL LIEN WAIVER

THE STATE OF TEXAS §
 §
COUNTY OF ~~TRAVIS~~ §
 Guadalupe

BEFORE ME, the undersigned authority, personally appeared Nicholas Canisla
who, being by me duly sworn, states as follows:

I.

My name is _____ I am, _____ of
Construct Assurance LLC (hereinafter referred to as "Subcontractor").

Subcontractor has provided materials or performed work in conjunction with the construction of facilities known as WTCPUA Lake Pointe Lift Station Rehab (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), _____ and Udelhoven, Inc. ("Contractor"), dated 03/15/2022.

II.

For and in consideration of the payment to Subcontractor of the sum of \$ 94,838.70 now due and owing for the construction of the Facilities as reflected in Subcontractor's invoice number 5 ("Progress Payment"), Subcontractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities and on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to 09/30/24 (the "Release Date"). This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the Release Date, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities through the Release Date claiming through or under the undersigned will be fully paid all amounts that may be due and owing (to the extent not already paid) and the undersigned does hereby agree to hold the Owner and any lending institution advancing funds in reliance hereon, harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party. The total amount paid to the Subcontractor for the Facilities, including the Progress Payment is \$ 94,838.70.

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

AFFIDAVIT OF BILLS PAID, PARTIAL LIEN WAIVER AND INDEMNITY
[FOR USE BY CONTRACTOR ONLY]

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally came and appeared Jillian Williams, known to me to be a credible person, and Controller of Udelhoven, Inc., a _____ (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

2. I am the duly authorized agent for the said Contractor which has authorized me to make this affidavit, to enter into the agreements and to grant the lien waivers herein set forth, on its behalf and as its acts and deeds, and all of the facts and recitations herein are true and correct.

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA Lake Pointe Lift Station Rehab (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and _____ Udelhoven Oilfield System Services, Inc. (the "Contractor") dated 03/15/2022.

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including UOSS Inv 8529, 08/31/2024 (the "Release Date").

5. In consideration of the payment by Owner of all said sums and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Contractor has waived and released and, acting herein by and through me, does hereby waive and release, any and all liens, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the Constitution, statutes and laws of the State of Texas) owned, claimed or held, or to be owned, claimed or held by Contractor in and to the Facilities and on any property on which the Facilities are located (such property is referred to herein as the "Land"), or any part thereof, whether real or personal property and whether or not affixed to or severed or severable from the Land, for any materials supplied and labor performed in connection with construction of the Facilities up to and including the Release Date; and the Contractor for itself, its representatives and assigns does release, acquit and forever discharge Owner and his respective successors and assigns, from any and all such claims, debts, demands and causes of action that Contractor has or may have as a result of the same.

6. A full and complete list of all persons and entities which Contractor has engaged or with which Contractor has entered into any contractual arrangement to furnish materials or to perform any labor in connection with any construction or work on the Land or the Facilities up to and including the Release Date is set forth on Exhibit A, attached hereto and incorporated herein for all purposes. Contractor has actual knowledge that all bills owed by Contractor to others for materials furnished and labor performed in connection with any construction or work on the Land or the Facilities up to and including the Release

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

Date have been fully paid and satisfied and Contractor does further warrant, represent and guarantee that if for any reason a claim or claims of a lien or liens are filed for materials furnished or labor performed, or both, by virtue of Contractor's participation in the erection or construction of the Facilities or the participation therein of any individual or entity with whom or with which Contractor has entered into any contractual arrangement, Contractor will immediately furnish a bond pursuant to Sections 53.171 - 53.175 of the Texas Property Code for release of each such lien, and obtain a settlement of all such claims and obtain and furnish to Owner written full releases of all liens in respect of such claims in form and substance satisfactory to Owner all at Contractor's expense; OR IF CONTRACTOR CANNOT OBTAIN SUCH A RELEASE OR RELEASES, CONTRACTOR AGREES TO WHOLLY INDEMNIFY OWNER FOR ANY AND ALL COSTS OWNER MAY INCUR IN SATISFYING SUCH CLAIMS OR REMOVING SUCH LIENS, OR BOTH.

EXECUTED on this the 3 day of February, 2025.

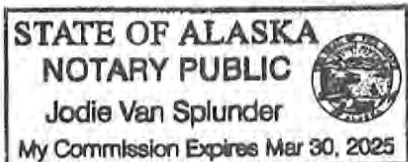
CONTRACTOR Udelhoven, Inc.

By: _____

Print Name: Jillian Williams

Title: Controller

SWORN TO AND SUBSCRIBED BEFORE ME on this 3 day of February, 2025



Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: March, 30, 2025

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____ by _____, _____ of _____, a _____, on behalf of said _____.

Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: _____

ATTACH:

Exhibit A - List of Subcontractors

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

Exhibit "A"
List of Subcontractors

1. Construct Assurance LLC _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

AFFIDAVIT OF BILLS PAID, PARTIAL LIEN WAIVER AND INDEMNITY
[FOR USE BY CONTRACTOR ONLY]

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally came and appeared Jillian Williams, known to me to be a credible person, and Controller of Udelhoven, Inc., a _____ (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

2. I am the duly authorized agent for the said Contractor which has authorized me to make this affidavit, to enter into the agreements and to grant the lien waivers herein set forth, on its behalf and as its acts and deeds, and all of the facts and recitations herein are true and correct.

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA Lake Pointe Lift Station Rehab (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and _____ Udelhoven Oilfield System Services, Inc. (the "Contractor") dated 03/15/2022.

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including UOSS Inv 8590, 09/30/2024 (the "Release Date").

5. In consideration of the payment by Owner of all said sums and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Contractor has waived and released and, acting herein by and through me, does hereby waive and release, any and all liens, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the Constitution, statutes and laws of the State of Texas) owned, claimed or held, or to be owned, claimed or held by Contractor in and to the Facilities and on any property on which the Facilities are located (such property is referred to herein as the "Land"), or any part thereof, whether real or personal property and whether or not affixed to or severed or severable from the Land, for any materials supplied and labor performed in connection with construction of the Facilities up to and including the Release Date; and the Contractor for itself, its representatives and assigns does release, acquit and forever discharge Owner and his respective successors and assigns, from any and all such claims, debts, demands and causes of action that Contractor has or may have as a result of the same.

6. A full and complete list of all persons and entities which Contractor has engaged or with which Contractor has entered into any contractual arrangement to furnish materials or to perform any labor in connection with any construction or work on the Land or the Facilities up to and including the Release Date is set forth on Exhibit A, attached hereto and incorporated herein for all purposes. Contractor has actual knowledge that all bills owed by Contractor to others for materials furnished and labor performed in connection with any construction or work on the Land or the Facilities up to and including the Release

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

Date have been fully paid and satisfied and Contractor does further warrant, represent and guarantee that if for any reason a claim or claims of a lien or liens are filed for materials furnished or labor performed, or both, by virtue of Contractor's participation in the erection or construction of the Facilities or the participation therein of any individual or entity with whom or with which Contractor has entered into any contractual arrangement, Contractor will immediately furnish a bond pursuant to Sections 53.171 - 53.175 of the Texas Property Code for release of each such lien, and obtain a settlement of all such claims and obtain and furnish to Owner written full releases of all liens in respect of such claims in form and substance satisfactory to Owner all at Contractor's expense; OR IF CONTRACTOR CANNOT OBTAIN SUCH A RELEASE OR RELEASES, CONTRACTOR AGREES TO WHOLLY INDEMNIFY OWNER FOR ANY AND ALL COSTS OWNER MAY INCUR IN SATISFYING SUCH CLAIMS OR REMOVING SUCH LIENS, OR BOTH.

EXECUTED on this the 3 day of February, 2025.

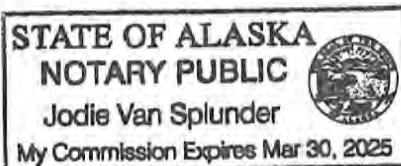
CONTRACTOR Udelhoven, Inc.

By: _____

Print Name: Jillian Williams

Title: Controller

SWORN TO AND SUBSCRIBED BEFORE ME on this 3 day of February, 2025



Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: MARCH 30, 2025

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____ of _____ by _____, _____ a _____ on behalf of said _____.

Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: _____

ATTACH:

Exhibit A - List of Subcontractors

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

Exhibit "A"
List of Subcontractors

1. Construct Assurance LLC _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

CONTRACTOR'S AFFIDAVIT AND LIEN WAIVER

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, personally appeared Jillian Williams
 who, being by me duly sworn states as follows:

I.

My name is Jillian Williams. I am Controller of
Udelhoven, Inc. (hereinafter referred to as "Contractor").

II.

Pursuant to that certain Standard Form of Agreement (the "Contract"), by and between WTCPUA (the "Owner"), _____ and Contractor, dated 03/15/2022, for the construction of certain facilities known as WTCPUA Lake Pointe Lift Station Rehab as more particularly described in the Contract (the "Facilities"), I, a duly authorized agent for Contractor, do hereby warrant and represent, for and on behalf of Contractor, that: (i) a full and complete list of all subcontractors, laborers and material suppliers who have, prior to the date set forth herein below, been engaged in the construction of or supplying material incorporated into the Facilities is set forth on Exhibit "A" attached hereto and incorporated herein by reference; (ii) Contractor and all subcontractors, laborers, and material suppliers engaged in the construction of or supplying materials incorporated into the Facilities have been paid in full for all work performed and all materials supplied prior to the date set forth herein below; and (iii) prior to the date set forth herein below, the Facilities were fully and finally completed in strict accordance with the Contract.

III.

For and in consideration of the payment to Contractor of all sums now due and owing or to be due and owing for the construction of the Facilities, Contractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities, or on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to the date set forth herein below. Without limitation on the foregoing, Contractor hereby releases and discharges the Property, the Owner, and any and all other parties from all indebtedness and obligations of whatsoever character against them or the Property in connection with the construction of the Facilities and, in addition, releases and discharges the Property from any and all liens and charges of every character held by the undersigned, whether the liens be contractual, statutory, or constitutional, and further whether said liens are evidenced by lien claim affidavits or not and whether filed for record in the Office of the County Clerk of the county where the Property is located, or not; it being the intention to relinquish, and release the Property completely free and clear of all liens and lien claims of every character asserted by the undersigned. This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

up to and including the date hereof, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities claiming through or under the undersigned have been fully paid all amounts that may be due and owing and the undersigned does hereby agree to hold the Owner harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party.

EXECUTED on this the 3 day of February, 2025.

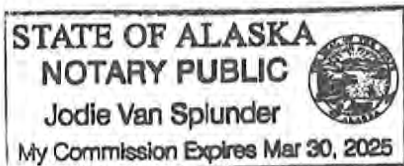
CONTRACTOR Udelhoven, Inc.

By: Jillian Williams

Print Name: Jillian Williams

Title: Controller

SWORN TO AND SUBSCRIBED BEFORE ME on this 3 day of February, 2025.



Jodie Van Splunder
Notary Public

Printed Name: Jodie Van Splunder
My Commission Expires: March 30, 2025

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____,
by _____,
of _____, a _____, on behalf
of said _____.

Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: _____

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

EXHIBIT "A"

LIST OF ALL SUBCONTRACTORS, LABORERS AND MATERIAL SUPPLIERS

All subcontractors, laborers and suppliers must sign beside paid amount to acknowledge their receipt of payment in full.

NAME OF SUBCONTRACTOR LABORER OR SUPPLIER	TYPE OF WORK	AMOUNT PAID	SIGNATURE
1. Construct Assurance LLC		44,535.05 - per attached lien waiver/check copy	
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
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Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810
CONTRACTOR'S AFFIDAVIT AND LIEN WAIVER

THE STATE OF TEXAS §
 §
 COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, personally appeared Jillian Williams
 who, being by me duly sworn states as follows:

I.

My name is Jillian Williams, I am Controller of
Udelhoven, Inc. (hereinafter referred to as "Contractor").

II.

Pursuant to that certain Standard Form of Agreement (the "Contract"), by and between WTCPUA (the "Owner"), _____ and Contractor, dated 03/15/2022, for the construction of certain facilities known as WTCPUA Lake Pointe Lift Station Rehab as more particularly described in the Contract (the "Facilities"), I, a duly authorized agent for Contractor, do hereby warrant and represent, for and on behalf of Contractor, that: (i) a full and complete list of all subcontractors, laborers and material suppliers who have, prior to the date set forth herein below, been engaged in the construction of or supplying material incorporated into the Facilities is set forth on Exhibit "A" attached hereto and incorporated herein by reference; (ii) Contractor and all subcontractors, laborers, and material suppliers engaged in the construction of or supplying materials incorporated into the Facilities have been paid in full for all work performed and all materials supplied prior to the date set forth herein below; and (iii) prior to the date set forth herein below, the Facilities were fully and finally completed in strict accordance with the Contract.

III.

For and in consideration of the payment to Contractor of all sums now due and owing or to be due and owing for the construction of the Facilities, Contractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities, or on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to the date set forth herein below. Without limitation on the foregoing, Contractor hereby releases and discharges the Property, the Owner, and any and all other parties from all indebtedness and obligations of whatsoever character against them or the Property in connection with the construction of the Facilities and, in addition, releases and discharges the Property from any and all liens and charges of every character held by the undersigned, whether the liens be contractual, statutory, or constitutional, and further whether said liens are evidenced by lien claim affidavits or not and whether filed for record in the Office of the County Clerk of the county where the Property is located, or not; it being the intention to relinquish, and release the Property completely free and clear of all liens and lien claims of every character asserted by the undersigned. This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

up to and including the date hereof, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities claiming through or under the undersigned have been fully paid all amounts that may be due and owing and the undersigned does hereby agree to hold the Owner harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party.

EXECUTED on this the 3 day of February, 2025.

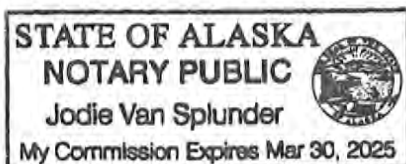
CONTRACTOR Udelhoven, Inc.

By: _____

Print Name: Jillian Williams

Title: Controller

SWORN TO AND SUBSCRIBED BEFORE ME on this 3 day of February, 2025.



Notary Public _____

Printed Name: Jodie Van Splunder

My Commission Expires: March 30, 2025

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____,
_____ by _____,
_____ of _____, a _____, on behalf
of said _____.

Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: _____

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

EXHIBIT "A"

LIST OF ALL SUBCONTRACTORS, LABORERS AND MATERIAL SUPPLIERS

All subcontractors, laborers and suppliers must sign beside paid amount to acknowledge their receipt of payment in full.

NAME OF SUBCONTRACTOR LABORER OR SUPPLIER	TYPE OF WORK	AMOUNT PAID	SIGNATURE
1. Construct Assurance LLC		\$94,838.70 - per attached lien waiver/check copy	
2. _____			
3. _____			
4. _____			
5. _____			
6. _____			
7. _____			
8. _____			
9. _____			
10. _____			
11. _____			
12. _____			
13. _____			
14. _____			
15. _____			
16. _____			
17. _____			
18. _____			
19. _____			
20. _____			

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Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

AFFIDAVIT OF BILLS PAID, PARTIAL LIEN WAIVER AND INDEMNITY
[FOR USE BY CONTRACTOR ONLY]

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally came and appeared Jillian Williams, known to me to be a credible person, and Controller of Udelhoven, Inc., a _____ (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

2. I am the duly authorized agent for the said Contractor which has authorized me to make this affidavit, to enter into the agreements and to grant the lien waivers herein set forth, on its behalf and as its acts and deeds, and all of the facts and recitations herein are true and correct.

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA Lake Pointe Lift Station Rehab (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and Udelhoven Oilfield System Services, Inc. (the "Contractor") dated 03/15/2022.

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including UOSS Inv 8625, 12/15/2024 (the "Release Date").

5. In consideration of the payment by Owner of all said sums and other good and valuable consideration, the receipt of all of which is hereby acknowledged, Contractor has waived and released and, acting herein by and through me, does hereby waive and release, any and all liens, rights and interests (whether choate or inchoate and including, without limitation, all mechanic's and materialman's liens under the Constitution, statutes and laws of the State of Texas) owned, claimed or held, or to be owned, claimed or held by Contractor in and to the Facilities and on any property on which the Facilities are located (such property is referred to herein as the "Land"), or any part thereof, whether real or personal property and whether or not affixed to or severed or severable from the Land, for any materials supplied and labor performed in connection with construction of the Facilities up to and including the Release Date; and the Contractor for itself, its representatives and assigns does release, acquit and forever discharge Owner and his respective successors and assigns, from any and all such claims, debts, demands and causes of action that Contractor has or may have as a result of the same.

6. A full and complete list of all persons and entities which Contractor has engaged or with which Contractor has entered into any contractual arrangement to furnish materials or to perform any labor in connection with any construction or work on the Land or the Facilities up to and including the Release Date is set forth on Exhibit A, attached hereto and incorporated herein for all purposes. Contractor has actual knowledge that all bills owed by Contractor to others for materials furnished and labor performed in connection with any construction or work on the Land or the Facilities up to and including the Release

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810

Date have been fully paid and satisfied and Contractor does further warrant, represent and guarantee that if for any reason a claim or claims of a lien or liens are filed for materials furnished or labor performed, or both, by virtue of Contractor's participation in the erection or construction of the Facilities or the participation therein of any individual or entity with whom or with which Contractor has entered into any contractual arrangement, Contractor will immediately furnish a bond pursuant to Sections 53.171 - 53.175 of the Texas Property Code for release of each such lien, and obtain a settlement of all such claims and obtain and furnish to Owner written full releases of all liens in respect of such claims in form and substance satisfactory to Owner all at Contractor's expense; OR IF CONTRACTOR CANNOT OBTAIN SUCH A RELEASE OR RELEASES, CONTRACTOR AGREES TO WHOLLY INDEMNIFY OWNER FOR ANY AND ALL COSTS OWNER MAY INCUR IN SATISFYING SUCH CLAIMS OR REMOVING SUCH LIENS, OR BOTH.

EXECUTED on this the 3 day of February, 2025.

CONTRACTOR Udelhoven, Inc.

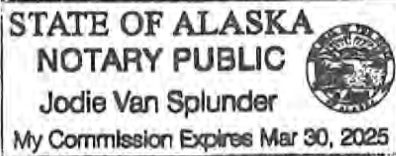
By: _____

Print Name: Julian Williams

Title: _____

Controller

SWORN TO AND SUBSCRIBED BEFORE ME on this 3 day of February, 2025



Notary Public in and for the State of Texas

Printed Name: Jodie Van Splunder

My Commission Expires: March 30, 2025

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of _____, _____ by _____ of _____, a _____, on behalf of said _____.

Notary Public in and for the State of Texas

Printed Name: _____

My Commission Expires: _____

ATTACH:

Exhibit A - List of Subcontractors

Bidding Requirements, Contract Forms & Conditions of the Contract
Supplemental General Conditions – Section 00810
Exhibit “A”
List of Subcontractors

1. Construct Assurance LLC
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____
20. _____



FLEET MANAGEMENT

Enterprise Fleet Management
Purchase Option Team
1-800-543-8226 direct
EFM_Car_Sales@efleets.com
2281 Ball Drive
Saint Louis, MO 63146

BILL OF SALE

Printed as of 01/15/2025

BUYER(S)		SALE DATE		GPBR	
BUYER		CAR SALE #		UNIT NO.	
West Travis County Public Utility Agency				289GZT	
CO-BUYER		A SALE PRICE \$77,078.72			
		B ADDITIONAL EQUIPMENT			
				LESSEE TAX EXEMPT ID	
STREET ADDRESS				30-0713672	
13215 Bee Caves Parkway B Suite 110					
CITY/STATE/ZIP		C SUBTOTAL (A PLUS B) \$77,078.72			
Bee Cave / TX / 78738		D SALES TAX \$0.00			
DAY PHONE		EVENING PHONE			
FAX		OTHER CHARGES			
PURCHASE VEHICLE		E TITLE FEE			
YR/MAKE/MODEL/SERIES		F ADMINISTRATION FEE \$0.00			
2024 Ford F-350 Chassis XL 4x4 SD Crew Cab 179 in. WB DRW (9954613)		G ACCUMULATED PERSONAL PROPERTY TAX \$0.00			
VIN#		H ACCUMULATED LICENSE FEES \$0.00			
1 F D 8 W 3 H T 6 R E E 0 2 9 7 4		I			
MILEAGE		J			
COLOR		K			
(0 P) Oxford White		L			
The vehicle is sold "As Is - not expressly warranted or guaranteed" with All Faults:		M			
BUYER UNDERSTANDS THAT THIS VEHICLE IS BEING SOLD "AS IS NOT EXPRESSLY WARRANTED OR GUARANTEED WITH ALL FAULTS AND IS NOT COVERED BY DEALER WARRANTIES. I UNDERSTAND THAT THE SELLER IS NOT REQUIRED TO MAKE ANY REPAIRS AFTER BUYER BUYS THIS VEHICLE AND BUYER WILL HAVE TO PAY FOR REPAIRS THIS VEHICLE WILL NEED."		N			
		O			
		P TOTAL OTHER (F THRU O) \$0.00			
		Q SELLING PRICE (C PLUS D PLUS P) \$77,078.72			

ADDITIONAL		Initial
Payments for the vehicle(s) are to be made payable to "Enterprise FM Trust" Please remit payment by certified check or certified funds.		JR
Buyer is responsible for obtaining any necessary insurance coverage on the purchased vehicle. Any coverage maintained by seller does not transfer with the purchased vehicle.		
There may be additional charges outstanding that are not included in the Selling Price. Please refer to your most recent Billing Statement on https://login.efleets.com . The title for the vehicle will only be released once all outstanding charges have been cleared.		

LIENHOLDER	LIENHOLDER ADDRESS	LIEN DATE	LIENHOLDER PHONE
BUYER	SELLER		
West Travis County Public Utility Agency	The Legal Entity as listed on the Vehicle(s) Titles(s) ('Seller')		
SIGNATURE	DATE	ADDRESS	
Jennifer Riechers	January 23, 2025	2281 Ball Drive	
CO-BUYER		CITY/STATE/ZIP	
		St. Louis / MO / 63146	
SIGNATURE	DATE	APPROVED BY	DATE
		Rachel Davis	January 24, 2025

LESSEE ODOMETER (MILEAGE) DISCLOSURE STATEMENT

Federal Law (and State Law if applicable) requires that the lessee disclose the mileage to the lessor in connection with the transfer of ownership. Failure to complete or making a false statement may result in fines and/or imprisonment. Complete disclosure form below and return to lessor.

I, Jennifer Riechers (Name of person making disclosure) state that the odometer now reads 1453 (no tenths) miles and to the best of my knowledge that it reflects the actual mileage of the vehicle described below, unless one of the following statements is checked.

- ☐ 1. I hereby certify that to the best of my knowledge the odometer reading as stated above reflects the amount of mileage in excess of the designed mechanical odometer limit of the vehicle described below.
- ☐ 2. I hereby certify that to the best of my knowledge the odometer reading as stated above is not the actual mileage.
- ☐ 3. I hereby certify that to the best of my knowledge the vehicle described above does not have an air bag on or off switch which has been installed by someone other than the vehicle manufacturer and any existing air bag has not been deactivated.

YMMS	Unit Number
2024 Ford F-350 Chassis XL 4x4 SD Crew Cab 179 in. WB DRW (9954613)	289GZT
VEHICLE IDENTIFICATION NUMBER	
1FD8W3HT6REE02974	

LESSEE'S NAME		
West Travis County Public Utility Agency		
STREET ADDRESS		
13215 Bee Caves Parkway B Suite 110		
CITY	STATE	ZIP CODE
Bee Cave	TX	78738
LESSEE'S SIGNATURES		Date
Signed by: <i>Jennifer Riechers</i>		January 23, 2025

LESSOR'S LEGAL NAME		
ENTERPRISE FLEET MANAGEMENT		
STREET ADDRESS		
2281 Ball Drive		
CITY	STATE	ZIP CODE
St. Louis	MO	63146
DATE DISCLOSURE FORM SENT TO LESSEE		DATE COMPLETED FORM RECEIVED FROM LESSEE
01-15-2025		January 24, 2025
LESSOR'S SIGNATURE		
Discussed by: <i>Rachel Davis</i>		

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
West Travis County PUA
BILL TO ADDRESS:
ATTN Jennifer Riechers
13215 Bee Cave Parkway
Buidling B Suite 110
Bee Cave, TX 78738

FROM CONTRACTOR:
Ferguson Enterprises LLC dba Ferguson Waterworks
REMIT TO ADDRESS:
Ferguson Waterworks #1106
PO Box 847411
Dallas, TX 75284-7411

APPLICATION #: 1
APPLICATION DATE: 4/9/2025
PERIOD: Start - 3/14/2025 (installs)

Distribution to:
☐ OWNER
☐ CONTRACTOR

PROJECT NAME: Advanced Metering Infrastructure Installation
AGREEMENT DATE: 12/17/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1.	ORIGINAL CONTRACT SUM	\$	2,628,858.78
2.	Net Change by Change Orders	\$	3,208.00
3.	CONTRACT SUM TO DATE (Line 1 ± 2)	\$	2,632,066.78
4.	TOTAL COMPLETED TO DATE (Column F on G703)	\$	1,903,063.66
5.	RETAINAGE: 5.00% of Completed Work	\$	95,153.18
6.	TOTAL EARNED LESS RETAINAGE (Line 4 - Line 5)	\$	1,807,910.48
7.	LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from Prior Certificate)	\$	0.00
7A.	LESS PAYMENTS ALREADY REC'D - Cks 9011 & 9041	\$	1,610,087.50
8.	CURRENT PAYMENT DUE	\$	197,822.98
9.	CONTRACT SUM TO DATE (Line 3 above)	\$	2,632,066.78
	LESS TOTAL EARNED LESS RETAINAGE (Line 6 above)	\$	1,807,910.48
	REMAINING BALANCE OF CONTRACT	\$	824,156.30

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved by Owner in previous months		
Total changes approved by Owner this month	\$3,208.00	
Totals	\$3,208.00	\$0.00
NET CHANGE by CHANGE ORDERS	\$3,208.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Ferguson Enterprises LLC dba Ferguson Waterworks

By: Celeste Moltzen Date: 4/9/25

State of: North Dakota
Subscribed and sworn to before me this 9th day of April, 2025
Notary Public:

My Commission expires Oct 1 2028

KIMBERLY RETZLAFF
Notary Public
State of North Dakota
My Commission Expires Oct 1, 2028

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702 APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification, is attached.

APPLICATION #:	1
APPLICATION DATE:	4/9/2025
PERIOD:	Start - 3/14/2025 (installs)
PROJECT NAME:	Advanced Metering Infrastructure Installation

ITEM NO.	B DESCRIPTION OF WORK	C				D	E		F		G % COMPLETE (F ÷ C)	H BALANCE TO FINISH (C - F)	
		SCHEDULED VALUE				WORK COMPLETED							
		UOM	UNIT PRICE	QTY	EXTENDED PRICE	FROM PREVIOUS PAY APPLICATIONS		THIS PERIOD		TOTAL TO DATE			
						QTY	EXTENDED PRICE	QTY	EXTENDED PRICE	QTY			EXTENDED PRICE
MATERIAL: Meters and Accessories													
1	5/8"x3/4"x7.5" Kamstrup polymer meter	EA	\$ 301.64	2296	\$ 692,565.44	\$ -	2421	\$ 730,270.44	2421	\$ 730,270.44	105.44%	\$ (37,705.00)	
2	5/8"x3/4"x7.5" Kamstrup cellular polymer meter	EA	\$ 319.89	125	\$ 39,986.25	\$ -		\$ -	0	\$ -	0.00%	\$ 39,986.25	
3	3/4"x7.5" Kamstrup polymer meter	EA	\$ 318.86	2106	\$ 671,519.16	\$ -	2231	\$ 711,376.66	2231	\$ 711,376.66	105.94%	\$ (39,857.50)	
4	3/4"x7.5" Kamstrup cellular polymer meter	EA	\$ 347.31	125	\$ 43,413.75	\$ -		\$ -	0	\$ -	0.00%	\$ 43,413.75	
5	1"x10.75" Kamstrup SS meter	EA	\$ 401.14	144	\$ 57,764.16	\$ -	144	\$ 57,764.16	144	\$ 57,764.16	100.00%	\$ -	
6	1.5"x13" Kamstrup SS meter	EA	\$ 891.43	102	\$ 90,925.86	\$ -		\$ -	0	\$ -	0.00%	\$ 90,925.86	
7	2"x17" Kamstrup SS meter	EA	\$ 1,335.43	86	\$ 114,846.98	\$ -		\$ -	0	\$ -	0.00%	\$ 114,846.98	
8	3"x12" Kamstrup SS meter	EA	\$ 1,846.15	10	\$ 18,461.50	\$ -	10	\$ 18,461.50	10	\$ 18,461.50	100.00%	\$ -	
9	4"x14" Kamstrup SS meter	EA	\$ 2,600.59	5	\$ 13,002.95	\$ -		\$ -	0	\$ -	0.00%	\$ 13,002.95	
10	6"x18" Kamstrup SS meter	EA	\$ 4,615.38	4	\$ 18,461.52	\$ -		\$ -	0	\$ -	0.00%	\$ 18,461.52	
11	8"x20" Kamstrup SS meter	EA	\$ 6,368.57	4	\$ 25,474.28	\$ -		\$ -	0	\$ -	0.00%	\$ 25,474.28	
12	10"x17.7" Kamstrup SS meter	EA	\$ 7,445.14	0	\$ -	\$ -		\$ -	0	\$ -	0.00%	\$ -	
13	12"x19.7" Kamstrup SS meter	EA	\$ 8,514.86	1	\$ 8,514.86	\$ -		\$ -	0	\$ -	0.00%	\$ 8,514.86	
14	Kamstrup MTU	EA	\$ 186.92	10	\$ 1,869.20	\$ -		\$ -	0	\$ -	0.00%	\$ 1,869.20	
15	External Antenna - 6ft	EA	\$ 53.04	250	\$ 13,260.00	\$ -	250	\$ 13,260.00	250	\$ 13,260.00	100.00%	\$ -	
16	12" Black round lid w/ AMR	EA	\$ 21.58	600	\$ 12,948.00	\$ -	600	\$ 12,948.00	600	\$ 12,948.00	100.00%	\$ -	
17	19" Black plastic dual AMR lid	EA	\$ 73.03	800	\$ 58,424.00	\$ -	780	\$ 56,963.40	780	\$ 56,963.40	97.50%	\$ 1,460.60	
18	17"x30" Black lid w/ AMR	EA	\$ 126.37	75	\$ 9,477.75	\$ -	80	\$ 10,109.60	80	\$ 10,109.60	106.67%	\$ (631.85)	
					\$ -	\$ -		\$ -	0	\$ -	0.00%	\$ -	
INSTALLATION: Meters and Accessories													
25	Install 5/8"x3/4"x7.5" meter	EA	\$ 71.70	2421	\$ 173,585.70	\$ -	536	\$ 38,431.20	536	\$ 38,431.20	22.14%	\$ 135,154.50	
26	Install 3/4" meter	EA	\$ 71.70	2231	\$ 159,962.70	\$ -	1169	\$ 83,817.30	1169	\$ 83,817.30	52.40%	\$ 76,145.40	
27	Install 1" meter	EA	\$ 71.70	144	\$ 10,324.80	\$ -		\$ -	0	\$ -	0.00%	\$ 10,324.80	
28	Install 1.5" meter	EA	\$ 243.00	102	\$ 24,786.00	\$ -		\$ -	0	\$ -	0.00%	\$ 24,786.00	
29	Install 1.5" meter w/ replumb	EA	\$ 325.00	3	\$ 975.00	\$ -		\$ -	0	\$ -	0.00%	\$ 975.00	
30	Install 2" meter	EA	\$ 285.00	86	\$ 24,510.00	\$ -		\$ -	0	\$ -	0.00%	\$ 24,510.00	
31	Install 2" meter w/ replumb	EA	\$ 325.00	8	\$ 2,600.00	\$ -		\$ -	0	\$ -	0.00%	\$ 2,600.00	
32	Install 3" meter	EA	\$ 535.00	10	\$ 5,350.00	\$ -		\$ -	0	\$ -	0.00%	\$ 5,350.00	
33	Install 4" meter	EA	\$ 669.00	0	\$ -	\$ -		\$ -	0	\$ -	0.00%	\$ -	
34	Install 6" meter	EA	\$ 965.00	0	\$ -	\$ -		\$ -	0	\$ -	0.00%	\$ -	
35	Install 8" meter	EA	\$ 1,440.00	0	\$ -	\$ -		\$ -	0	\$ -	0.00%	\$ -	
36	Install 10" meter	EA	\$ 2,145.00	0	\$ -	\$ -		\$ -	0	\$ -	0.00%	\$ -	
37	Install 12" meter	EA	\$ 2,145.00	0	\$ -	\$ -		\$ -	0	\$ -	0.00%	\$ -	
38	Install MTU	EA	\$ 105.00	10	\$ 1,050.00	\$ -		\$ -	0	\$ -	0.00%	\$ 1,050.00	
39	Install meter box lids	EA	\$ 6.00	1475	\$ 8,850.00	\$ -	76	\$ 456.00	76	\$ 456.00	5.15%	\$ 8,394.00	
						\$ -		\$ -	0	\$ -	0.00%	\$ -	

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702 APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification, is attached.

APPLICATION #:	I
APPLICATION DATE:	4/9/2025
PERIOD:	Start - 3/14/2025 (installs)
PROJECT NAME:	Advanced Metering Infrastructure Installation

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE				D	E		F		G	H	
		UOM	UNIT PRICE	QTY	EXTENDED PRICE	WORK COMPLETED						% COMPLETE (F ÷ C)	BALANCE TO FINISH (C - F)
						FROM PREVIOUS PAY APPLICATIONS		THIS PERIOD		TOTAL TO DATE			
						QTY	EXTENDED PRICE	QTY	EXTENDED PRICE	QTY	EXTENDED PRICE		
System Network and Hardware													
41	READy converter mobile kit (includes 2 handhelds with whip antennas, 2 external magnetic antennas, 2 110 VAC adapters, 2 USB cables, 2 mobile holders, quick guide, and protective carry case)	LS	\$ 2,340.00	1	\$ 2,340.00		\$ -		\$ -	0	\$ -	0.00%	\$ 2,340.00
42	READy optical eye for data logging and meter configuration (includes bluetooth connectivity, battery charger, register alignment bracket, and carry case)	LS	\$ 790.00	1	\$ 790.00		\$ -		\$ -	0	\$ -	0.00%	\$ 790.00
43	READy AMI 450 MHz data collector kit (includes collector, tower top unit, dual array antennas, mounting hardware, and necessary cables). Utility to furnish 1 SIM card from their cell provider.	EA	\$ 16,500.00	6	\$ 99,000.00		\$ -	6	\$ 99,000.00	6	\$ 99,000.00	100.00%	\$ -
43A - CO#1	EMT Conduit Run Inside Water Tower - new item w/ CO#1	EA	\$ 1,604.00	2	\$ 3,208.00		\$ -	2	\$ 3,208.00	2	\$ 3,208.00	100.00%	\$ -
44	60 ft Rohn tower at preselected locations	EA	\$ 34,371.56	2	\$ 68,743.12		\$ -		\$ -	0	\$ -	0.00%	\$ 68,743.12
Project Management, Training, Software Setup													
46	Kamstrup READy manager AMI software setup (one-time fee, for up to 7500 endpoints)	LS	\$ 44,282.40	1	\$ 44,282.40		\$ -	1	\$ 44,282.40	1	\$ 44,282.40	100.00%	\$ -
47	AMI system rollout services (includes CIS billing interface, activation of meters, onsite hardware setup, project management, and operator training delivered by Kamstrup and Ferguson)	LS	\$ 24,000.00	1	\$ 24,000.00		\$ -		\$ -	0	\$ -	0.00%	\$ 24,000.00
48	Kamstrup READy manager AMI software annual hosting fee (for up to 7500 endpoints)	LS	\$ 14,190.00	1	\$ 14,190.00		\$ -	1	\$ 14,190.00	1	\$ 14,190.00	100.00%	\$ -
49	Kamstrup leak detector annual hosting fee (for up to 7500 endpoints)	EA	\$ 33,798.57	0	\$ -		\$ -		\$ -	0	\$ -	0.00%	\$ -
50	Cellular fees per meter per year	EA	\$ 7.68	360	\$ 2,764.80		\$ -		\$ -	0	\$ -	0.00%	\$ 2,764.80
51	H2O Analytics System up-front fee	EA	\$ 5.75	5018	\$ 28,853.50		\$ -		\$ -	0	\$ -	0.00%	\$ 28,853.50
52	H2O Analytics System annual fee	EA	\$ 1.95	5018	\$ 9,785.10		\$ -		\$ -	0	\$ -	0.00%	\$ 9,785.10
53	Work order software	LS	\$ 23,000.00	1	\$ 23,000.00		\$ -		\$ -	0	\$ -	0.00%	\$ 23,000.00
54	Work order software annual fee	LS	\$ 8,200.00	1	\$ 8,200.00		\$ -		\$ -	0	\$ -	0.00%	\$ 8,200.00
55	H2O Analytics customer portal implementation fee (one-time fee invoiced by Ferguson up H2O Analytics contract approval)	EA	\$ -	5018	\$ -		\$ -		\$ -	0	\$ -	0.00%	\$ -
As Needed Services													
61	Submeter GPS	EA	\$ 5.00	0	\$ -		\$ -	1705	\$ 8,525.00	1705	\$ 8,525.00	100.00%	\$ (8,525.00)
CONTRACT TOTAL					\$ 2,632,066.78		\$ -		\$ 1,903,063.66		\$ 1,903,063.66	72.30%	\$ 729,003.12

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702 APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification, is attached.

APPLICATION #:	1
APPLICATION DATE:	4/9/2025
PERIOD:	Start - 3/14/2025 (installs)
PROJECT NAME:	Advanced Metering Infrastructure Installation

A ITEM NO.	B DESCRIPTION OF WORK	C				D	E		F		G	H	
		SCHEDULED VALUE				WORK COMPLETED						% COMPLETE (F ÷ C)	BALANCE TO FINISH (C - F)
		UOM	UNIT PRICE	QTY	EXTENDED PRICE	FROM PREVIOUS PAY APPLICATIONS		THIS PERIOD		TOTAL TO DATE			
						QTY	EXTENDED PRICE	QTY	EXTENDED PRICE	QTY	EXTENDED PRICE		
	Annual Required Software Hosting Fees (Year 2+)												
	Kamstrup READy manager AMI software annual hosting fee (for up to 7500 endpoints)	LS	\$ 14,190.00	1	\$ 14,190.00		\$ -		\$ -	0	\$ -	0.00%	\$ 14,190.00
	H2O Analytics customer portal annual recurring hosting fee (invoiced by H2O Analytics 12 months after contract date).	LS	\$ -	0	\$ -		\$ -		\$ -	0	\$ -	0.00%	\$ -
	Kamstrup leak detector annual hosting fee (for up to 7500 endpoints)	EA	\$ 33,798.57	1	\$ 33,798.57		\$ -		\$ -	0	\$ -	0.00%	\$ 33,798.57
	H2O Analytics System annual fee	EA	\$ 1.95	5018	\$ 9,785.10		\$ -		\$ -	0	\$ -	0.00%	\$ 9,785.10
	Work order software annual fee	LS	\$ 8,200.00	1	\$ 8,200.00		\$ -		\$ -	0	\$ -	0.00%	\$ 8,200.00
	Cellular fees per meter per year	EA	\$ 7.68	360	\$ 2,764.80		\$ -		\$ -	0	\$ -	0.00%	\$ 2,764.80
	TOTAL				\$ 68,738.47		\$ -		\$ -		\$ -	0.00%	\$ 68,738.47



FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

PRINT DUPLICATE INVOICE

Deliver To:
From: Celeste Moltzan
celeste.moltzan@ferguson.com
Comments:

Please Contact With Questions:
210-333-2410

Invoice Number	Customer	Page
1326536-4	62064	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 730270.44

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

Sold To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
WEST TRAVIS COUNTY PUBLIC

Ship To:

WEST TRAVIS COUNTY
5000 1/2 AVISPA BONITA
BEE CAVE, TX 78738

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1106	1106	TXE	METER PROJECT	RLS	WEST TRAVIS COUNTY PUBLIC	02/28/2025	85000
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
2421	2421	K02K02D18B8UB	5/8X3/4 POLY 2200 ALD MTR - Item 1	301.640	EA	730270.44	
144	0	K02L02D18D8UB	1X10-3/4 SS 2200 ALD MTR	401.140	EA	0.00	
102	0	K02L02D18F8UB	1-1/2X13 SS 3200 AMI MTR GAL	891.430	EA	0.00	
86	0	K02L02D18H8UB	2X17 SS 3200 AMI MTR GAL	1335.430	EA	0.00	
10	0	K02L02D18K8UB	3X12 SS 3200 AMI MTR GAL	1846.150	EA	0.00	
5	0	K02L02D18P8UB	4X14 SS 3200 AMI MTR GAL	2600.590	EA	0.00	
4	0	K02E02G1FR8US	6X18 SS 4200 AMR/AMI MTR GAL *X	4615.380	EA	0.00	
4	0	K02E02G1GA8US	8X20 SS 4200 AMR/AMI MTR GAL *X	6368.570	EA	0.00	
1	0	K02E02G1GS8US	12X19.7 SS 4200 AMR/AMI MTR GAL *X	8514.860	EA	0.00	
1	0	K692YL00000	AMI PROJECT ROLL OUT OVER 10000	15000.000	EA	0.00	

Invoice Sub-Total

730270.44

Tax

0.00

Total Amt

730270.44

TOTAL DUE --->

730270.44

pd ck# 9041
processed 4/2/25

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>
GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.



FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

PRINT DUPLICATE INVOICE

Deliver To:
From: Celeste Moltzan
celeste.moltzan@ferguson.com
Comments:

Please Contact With Questions:
210-333-2410

Invoice Number	Customer	Page
1326536-2	62064	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 711376.66

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

Sold To:
WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
WEST TRAVIS COUNTY PUBLIC

Ship To:
WEST TRAVIS COUNTY
5000 1/2 AVISPA BONITA
BEE CAVE, TX 78738

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1106	1106	TXE	METER PROJECT	RLS	WEST TRAVIS COUNTY PUBLIC	02/26/2025	84961
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
2421	0	K02K02D18B8UB	5/8X3/4 POLY 2200 ALD MTR	301.640	EA	0.00	
2231	2231	K02K02D18C8UB	3/4X7-1/2 POLY 2200 ALD MTR - Item 3	318.860	EA	711376.66	
144	0	K02L02D18D8UB	1X10-3/4 SS 2200 ALD MTR	401.140	EA	0.00	
102	0	K02L02D18F8UB	1-1/2X13 SS 3200 AMI MTR GAL	891.430	EA	0.00	
86	0	K02L02D18H8UB	2X17 SS 3200 AMI MTR GAL	1335.430	EA	0.00	
10	0	K02L02D18K8UB	3X12 SS 3200 AMI MTR GAL	1846.150	EA	0.00	
5	0	K02L02D18P8UB	4X14 SS 3200 AMI MTR GAL	2600.590	EA	0.00	
4	0	K02E02G1FR8US	6X18 SS 4200 AMR/AMI MTR GAL *X	4615.380	EA	0.00	
4	0	K02E02G1GA8US	8X20 SS 4200 AMR/AMI MTR GAL *X	6368.570	EA	0.00	
1	0	K02E02G1GS8US	12X19.7 SS 4200 AMR/AMI MTR GAL *X	8514.860	EA	0.00	
250	0	K6697914	US PIT ANT 5 6.6 FT CABLE AMI CONN	53.040	EA	0.00	
4	0	KREADYCOLLECTOR	AMI RF COL	11000.000	EA	0.00	
1	0	K692YL00000	AMI PROJECT ROLL OUT OVER 10000	15000.000	EA	0.00	

Invoice Sub-Total

711376.66

Tax

0.00

Total Amt

711376.66

pd ck# 9041
processed 4/2/25

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FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

PRINT DUPLICATE INVOICE

Deliver To:
From: Celeste Moltzan
celeste.moltzan@ferguson.com
Comments:

Please Contact With Questions:
210-333-2410

Invoice Number	Customer	Page
1326536-5	62064	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 76225.66

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

Sold To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
WEST TRAVIS COUNTY PUBLIC

Ship To:

WEST TRAVIS COUNTY
5000 1/2 AVISPA BONITA
BEE CAVE, TX 78738

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1106	1106	TXE	METER PROJECT	RLS	WEST TRAVIS COUNTY PUBLIC	03/28/2025	85331
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
144	144	K02L02D18D8UB	1X10-3/4 SS 2200 ALD MTR -Item 5	401.140	EA	57764.16	
102	0	K02L02D18F8UB	1-1/2X13 SS 3200 AMI MTR GAL	891.430	EA	0.00	
86	0	K02L02D18H8UB	2X17 SS 3200 AMI MTR GAL	1335.430	EA	0.00	
10	10	K02L02D18K8UB	3X12 SS 3200 AMI MTR GAL -Item 8	1846.150	EA	18461.50	
5	0	K02L02D18P8UB	4X14 SS 3200 AMI MTR GAL	2600.590	EA	0.00	
4	0	K02E02G1FR8US	6X18 SS 4200 AMR/AMI MTR GAL *X	4615.380	EA	0.00	
4	0	K02E02G1GA8US	8X20 SS 4200 AMR/AMI MTR GAL *X	6368.570	EA	0.00	
1	0	K02E02G1GS8US	12X19.7 SS 4200 AMR/AMI MTR GAL *X	8514.860	EA	0.00	
1	0	K692YL00000	AMI PROJECT ROLL OUT OVER 10000	15000.000	EA	0.00	

Invoice Sub-Total 76225.66
Tax 0.00
Total Amt 76225.66

TOTAL DUE ---> 76225.66

open

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>
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FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

PRINT DUPLICATE INVOICE

Deliver To:
From: Celeste Moltzan
celeste.moltzan@ferguson.com
Comments:

Please Contact With Questions:
210-333-2410

Invoice Number	Customer	Page
1328923	62064	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 79823.00

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

Sold To:
WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
WEST TRAVIS COUNTY PUBLIC

Ship To:
WEST TRAVIS COUNTY PUBLIC UTIL
5000 1/2 AVISPA BONITA
BEE CAVE, TX 78738

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1106	1106	TXE	METER LIDS	RLS	WEST TRAVIS COUNTY PUBLIC	03/18/2025	85198
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
600	600	SP-DFW18AMR1QAL1	DFW 12" ROUND LID - Item 16	21.250	EA	12750.00	
780	780	SP-DFW19AMR1QA2	DFW 19" REOFIT AMR LID - Item 17	73.030	EA	56963.40	
80	80	SP-DFW1730CD1ANH	DFW 1730 NHK LID - Item 18	126.370	EA	10109.60	

Invoice Sub-Total 79823.00

Tax 0.00

Total Amt 79823.00

* Unit pricing is incorrect.

See CM100906 & INV 1343597
to credit & rebill

TOTAL DUE ---> 79823.00

open

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FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

PRINT DUPLICATE INVOICE

Deliver To:
From: Celeste Moltzan
celeste.moltzan@ferguson.com
Comments:

Please Contact With Questions:
210-333-2410

Invoice Number	Customer	Page
CM100906	62064	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> -12750.00

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

Sold To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
WEST TRAVIS COUNTY PUBLIC

Ship To:

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1106	1106	TXE	METER LIDS	RLS	WEST TRAVIS COUNTY PUBLIC	04/03/2025	CM0
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
600	600	SP-DFW18AMR1QALI	DFW 12" ROUND LID OI 1328923 - Item 16	-21.250	EA	-12750.00	
		Cust PO:METER LIDS	Job Name: WEST TRAVIS COUNTY PUBLIC				
			WRONG PRICE, S/BE \$21.58 PER				
			CONTRACT. REBILLED ON INV 1343597.				

Invoice Sub-Total -12750.00
Tax 0.00
Total Amt -12750.00

TOTAL DUE ---> -12750.00

Open

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>
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FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

PRINT DUPLICATE INVOICE

Deliver To:
From: Celeste Moltzan
celeste.moltzan@ferguson.com
Comments:

Please Contact With Questions:
210-333-2410

Invoice Number	Customer	Page
1343597	62064	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 12948.00

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

Sold To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
WEST TRAVIS COUNTY PUBLIC

Ship To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
WEST TRAVIS COUNTY PUBLIC

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1106	1106	TXE	REBILL OF CM100906	RLS	WEST TRAVIS COUNTY PUBLIC	04/03/2025	85399
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
600	600	SP-DFW18AMR1QALI	DFW 12" ROUND LID - Item 16	21.580	EA	12948.00	
			REBILL OF CM100906 TO MATCH PRICING				
			PER THE CONTRACT.				

Invoice Sub-Total 12948.00
Tax 0.00
Total Amt 12948.00

TOTAL DUE ---> 12948.00

Open

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>
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FERGUSON® WATERWORKS

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

PRINT DUPLICATE INVOICE

Deliver To:
From: Celeste Moltzan
celeste.moltzan@ferguson.com
Comments:

Please Contact With Questions:
210-333-2410

Invoice Number	Customer	Page
1326536-3	62064	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 57260.00

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

Sold To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
WEST TRAVIS COUNTY PUBLIC

Ship To:

WEST TRAVIS COUNTY
5000 1/2 AVISPA BONITA
BEE CAVE, TX 78738

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1106	1106	TXE	METER PROJECT	RLS	WEST TRAVIS COUNTY PUBLIC	02/27/2025	84980

Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount
2421	0	K02K02D18B8UB	5/8X3/4 POLY 2200 ALD MTR	301.640	EA	0.00
144	0	K02L02D18D8UB	1X10-3/4 SS 2200 ALD MTR	401.140	EA	0.00
102	0	K02L02D18F8UB	1-1/2X13 SS 3200 AMI MTR GAL	891.430	EA	0.00
86	0	K02L02D18H8UB	2X17 SS 3200 AMI MTR GAL	1335.430	EA	0.00
10	0	K02L02D18K8UB	3X12 SS 3200 AMI MTR GAL	1846.150	EA	0.00
5	0	K02L02D18P8UB	4X14 SS 3200 AMI MTR GAL	2600.590	EA	0.00
4	0	K02E02G1FR8US	6X18 SS 4200 AMR/AMI MTR GAL *X	4615.380	EA	0.00
4	0	K02E02G1GA8US	8X20 SS 4200 AMR/AMI MTR GAL *X	6368.570	EA	0.00
1	0	K02E02G1GS8US	12X19.7 SS 4200 AMR/AMI MTR GAL *X	8514.860	EA	0.00
250	250	K6697914	US PIT ANT 5 6.6 FT CABLE AMI CONN - Item 5	53.040	EA	13260.00
4	4	KREADYCOLLECTOR	AMI RF COL - Item 43	11000.000	EA	44000.00
1	0	K692YL00000	AMI PROJECT ROLL OUT OVER 10000	15000.000	EA	0.00

Invoice Sub-Total

57260.00

Tax

0.00

Total Amt

57260.00

pd ck #9041
processed 4/2/25

TOTAL DUE --->

57260.00

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FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

PRINT DUPLICATE INVOICE

Deliver To:

From: Celeste Moltzan
celeste.moltzan@ferguson.com

Comments:

Please Contact With Questions:
210-333-2410

Invoice Number	Customer	Page
1326536	62064	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 22000.00

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

Sold To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
WEST TRAVIS COUNTY PUBLIC

Ship To:

WEST TRAVIS COUNTY
5000 1/2 AVISPA BONITA
BEE CAVE, TX 78738

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1106	1106	TXE	METER PROJECT	RLS	WEST TRAVIS COUNTY PUBLIC	01/30/2025	84632
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
2421	0	K02K02D18B8UB	5/8X3/4 POLY 2200 ALD MTR	301.640	EA	0.00	
2231	0	K02K02D18C8UB	3/4X7-1/2 POLY 2200 ALD MTR	318.860	EA	0.00	
144	0	K02L02D18D8UB	1X10-3/4 SS 2200 ALD MTR	401.140	EA	0.00	
102	0	K02L02D18F8UB	1-1/2X13 SS 3200 AMI MTR GAL	891.430	EA	0.00	
86	0	K02L02D18H8UB	2X17 SS 3200 AMI MTR GAL	1335.430	EA	0.00	
10	0	K02L02D18K8UB	3X12 SS 3200 AMI MTR GAL	1846.150	EA	0.00	
5	0	K02L02D18P8UB	4X14 SS 3200 AMI MTR GAL	2600.590	EA	0.00	
4	0	K02E02G1FR8US	6X18 SS 4200 AMR/AMI MTR GAL *X	4615.380	EA	0.00	
4	0	K02E02G1GA8US	8X20 SS 4200 AMR/AMI MTR GAL *X	6368.570	EA	0.00	
1	0	K02E02G1GS8US	12X19.7 SS 4200 AMR/AMI MTR GAL *X	8514.860	EA	0.00	
250	0	K6697914	US PIT ANT 5 6.6 FT CABLE AMI CONN	53.040	EA	0.00	
2	2	KREADYCOLLECTOR	AMI RF COL ~ Item 43	11000.000	EA	22000.00	
4	0	KREADYCOLLECTOR	AMI RF COL	11000.000	EA	0.00	
1	0	K6696459	READY MGR SFWR 7500 MTR AMI	44282.400	EA	0.00	
1	0	K6696459FH	READY MGR HOST SUPP 7500 MTR AMI	14190.000	EA	0.00	
1	0	K692YL00000	AMI PROJECT ROLL OUT OVER 10000	15000.000	EA	0.00	

Invoice Sub-Total

22000.00

Tax

0.00

Total Amt

22000.00

pd ck #9041
processed 4/2/25

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FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

PRINT DUPLICATE INVOICE

Deliver To:
From: Celeste Moltzan
celeste.moltzan@ferguson.com
Comments:

Please Contact With Questions:
210-333-2410

Invoice Number	Customer	Page
1334024	62064	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 27500.00

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

Sold To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
WEST TRAVIS COUNTY PUBLIC

Ship To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
AUSTIN, TX 78738

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1106	1106	TXE	COLLECTOR INSTALLS	RLS	WEST TRAVIS COUNTY PUBLIC	02/13/2025	84807
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
5	5	FKAMI	KAMSTRUP - INFRASTRUCTURE INSTALL	5500.000	EA	27500.00	
			ITEM 43 - INSTALL KAMSTRUP READY				
			COLLECTORS AT THE FOLLOWING SITES:				
			** HAMILTON POOL PUMP STATION #5				
			** PUMP STATION #4				
			** UPLANDS WTP				
			** LAKE POINT				
			** SOUTHWEST PARKWAY				

Invoice Sub-Total 27500.00
Tax 0.00
Total Amt 27500.00

TOTAL DUE ---> 27500.00

pd ck #9041
processed 4/2/25

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>
GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH *NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.



FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

PRINT DUPLICATE INVOICE

Deliver To:
From: Celeste Moltzan
celeste.moltzan@ferguson.com
Comments:

Please Contact With Questions:
210-333-2410

Invoice Number	Customer	Page
1341837	62064	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 5500.00

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

Sold To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
WEST TRAVIS COUNTY PUBLIC

Ship To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
AUSTIN, TX 78738

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1106	1106	TXE	COLLECTOR INSTALL	RLS	WEST TRAVIS COUNTY PUBLIC	03/28/2025	85329
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
1	1	FKAMI	KAMSTRUP - INFRASTRUCTURE INSTALL	5500.000	EA	5500.00	
			ITEM 43 - INSTALL KAMSTRUP READY	- Item 43			
			COLLECTOR - 6TH COLLECTOR				

Invoice Sub-Total 5500.00

Tax 0.00

Total Amt 5500.00

TOTAL DUE ---> 5500.00

open

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FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

PRINT DUPLICATE INVOICE

Deliver To:
From: Celeste Moltzan
celeste.moltzan@ferguson.com
Comments:

Please Contact With Questions:
210-333-2410

Invoice Number	Customer	Page
1336043	62084	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 3208.00

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

Sold To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
WEST TRAVIS COUNTY PUBLIC

Ship To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
AUSTIN, TX 78738

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1106	1106	TXE	EMT CONDUIT	RLS	WEST TRAVIS COUNTY PUBLIC	02/25/2025	84947
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
2	2	FKAMI	KAMSTRUP - INFRASTRUCTURE INSTALL - Item 43A	1604.000	EA	3208.00	
			EMT CONDUIT RUN INSIDE BOTH TOWERS				

Invoice Sub-Total 3208.00
Tax 0.00
Total Amt 3208.00

TOTAL DUE ---> 3208.00

pd ck# 9011
processed 4/2/25

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>
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FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

PRINT DUPLICATE INVOICE

Deliver To:
From: Celeste Moltzan
celeste.moltzan@ferguson.com
Comments:

Please Contact With Questions:
210-333-2410

Invoice Number	Customer	Page
1326536-1	62064	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 58472.40

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

Sold To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
WEST TRAVIS COUNTY PUBLIC

Ship To:

WEST TRAVIS COUNTY
5000 1/2 AVISPA BONITA
BEE CAVE, TX 78738

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1106	1106	TXE	METER PROJECT	RLS	WEST TRAVIS COUNTY PUBLIC	02/10/2025	84759
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
2421	0	K02K02D18B8UB	5/8X3/4 POLY 2200 ALD MTR	301.640	EA	0.00	
2231	0	K02K02D18C8UB	3/4X7-1/2 POLY 2200 ALD MTR	318.860	EA	0.00	
144	0	K02L02D18D8UB	1X10-3/4 SS 2200 ALD MTR	401.140	EA	0.00	
102	0	K02L02D18F8UB	1-1/2X13 SS 3200 AMI MTR GAL	891.430	EA	0.00	
86	0	K02L02D18H8UB	2X17 SS 3200 AMI MTR GAL	1335.430	EA	0.00	
10	0	K02L02D18K8UB	3X12 SS 3200 AMI MTR GAL	1846.150	EA	0.00	
5	0	K02L02D18P8UB	4X14 SS 3200 AMI MTR GAL	2600.590	EA	0.00	
4	0	K02E02G1FR8US	6X18 SS 4200 AMR/AMI MTR GAL *X	4615.380	EA	0.00	
4	0	K02E02G1GA8US	8X20 SS 4200 AMR/AMI MTR GAL *X	6368.570	EA	0.00	
1	0	K02E02G1GS8US	12X19.7 SS 4200 AMR/AMI MTR GAL *X	8514.860	EA	0.00	
250	0	K6697914	US PIT ANT 5 6.6 FT CABLE AMI CONN	53.040	EA	0.00	
4	0	KREADYCOLLECTOR	AMI RF COL	11000.000	EA	0.00	
1	1	K6696459	READY MGR SFWR 7500 MTR AMI - Item 46	44282.400	EA	44282.40	
1	1	K6696459FH	READY MGR HOST SUPP 7500 MTR AMI - Item 48	14190.000	EA	14190.00	
1	0	K692YL00000	AMI PROJECT ROLL OUT OVER 10000	15000.000	EA	0.00	

Invoice Sub-Total

58472.40

Tax

0.00

Total Amt

58472.40

pd ck# 9041
processed 4/2/25

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>
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FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

PRINT DUPLICATE INVOICE

Deliver To:
From: Celeste Moltzan
celeste.moltzan@ferguson.com
Comments:

Please Contact With Questions:
210-333-2410

Invoice Number	Customer	Page
1342415	62064	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE ---> 131229.50

FERGUSON WATERWORKS #1106
P O BOX 847411
DALLAS, TX 75284-7411

Sold To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
WEST TRAVIS COUNTY PUBLIC

Ship To:

WEST TRAVIS COUNTY PUBLIC UTIL
13215 BEE CAVE PARKWAY
BUILDING B STE 110
AUSTIN, TX 78738

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1106	1106	TXE	INSTALLS TO 3/14/25	RLS	WEST TRAVIS COUNTY PUBLIC	03/31/2025	85343
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
536	536	FK1101	KAMSTRUP METER INSTALL 5/8 - Item 25	71.700	EA	38431.20	
1169	1169	FK1102	KAMSTRUP METER INSTALL 3/4 - Item 26	71.700	EA	83817.30	
1705	1705	FKBO	KAMSTRUP - BACKOFFICE SUPPORT	5.000	EA	8525.00	
			SUBMETER GEOLOCATING - Item 61				
76	76	FKACC	KAMSTRUP - ACCESSORIES INSTALL	6.000	EA	456.00	
			INSTALL METER BOX LID - Item 39				

Invoice Sub-Total 131229.50

Tax 0.00

Total Amt 131229.50

TOTAL DUE ---> 131229.50

open

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ITEM E



**Xylem Water Solutions USA, Inc.
Flygt Products**

March 24, 2025

WEST TRAVIS CNTY PUB UTLTY AGC
13215 BEE CAVE PKWY BLDG B STE
BLDG 3 SUITE 120
BEE CAVE TX 78738-6439

4965 Eisenhower Rd. #102
San Antonio, TX 78218
Tel 210/648-9101
Fax 210/648-9102

Quote # 2025-SNT-0065
Project Name: West Travis County
Job Name: 3201.185-1210001- Replacement Pump

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.
Replacement 3127.920-1830020 pump.

3201.185-1210001

Qty	Part Number	Description	Unit Price	Extended Price
1	3202.185-0145	Flygt Model NP-3202.185 6" volute Submersible pump equipped with a 460 Volt / 3 phase / 60 Hz 60 HP 1750 RPM motor, 460 impeller, 1 x 50 Ft. length of SUBCAB 4G25+S(2x0,5) submersible cable, FLS leakage detector, volute is prepared for Flush Valve	\$ 59,797.16	\$ 59,797.16

Total Price \$ 59,797.16

Freight Charge \$ 2,863.00

Total Price \$ 62,660.16

Terms & Conditions

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

As of October 14, 2024, all orders must meet a minimum dollar value of \$1,200. Xylem reserves the right to refuse to process any order that does not meet the minimum order value requirement. Xylem will support order adjustments to meet the minimum order value threshold.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2020)
See Freight Payment (Delivery Terms) below.
Taxes: State, local and other applicable taxes are not included in this quotation.



Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Tariff Changes: The prices quoted herein are based on the current tariff rates, duties, government charges, and trade regulations as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority (collectively, "Tariff Changes"), and such Tariff Changes result in an increase in the cost of goods, Xylem reserves the right to adjust the pricing of the affected goods to reflect the increased costs.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report damages or shortages so that replacement items can be shipped and the appropriate claims made.

Validity: This Quote is valid for thirty (30) days.
Please note that this pricing is valid for 30 days and contingent upon final approval of submittals and release to fabrication by (within 90 days of bid date).
This quotation is subject to change if any changes to the specifications or plans are made that alter the scope of supply.

Terms of Delivery: Prepaid

Terms of Payment: 100% N30 after invoice date.
Xylem's payment shall not be dependent upon Purchaser being paid by any third party unless Owner denies payment due to reasons solely attributable to items related to the equipment being provided by FLYGT.

Time of Delivery: Approx. 14-16 working weeks after release of order.
Current stock level is 0 in Central Warehouse (CDC)
Consult Xylem Representative for faster delivery times.

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Start Up: This Quote does not include any start up or installation services.

Warranty: Standard warranty terms apply to the items in this quotation.

We thank you for your interest in Flygt equipment from Xylem Water Solutions USA, Inc. and look forward to being of service to you in the near future.

Sincerely,



Alex Whritenour
Aftermarket Sales
Phone: 737/266-1277

alex.whritenour@xylem.com



Barrie Hamm
Sales Engineer
Phone: 361/500.8547

barrie.hamm@xylem.com



Customer Acceptance

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between the parties.

A signed copy of this Quote is acceptable as a binding contract.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.

Quote #: 2025-SNT-0065
Customer Name: WEST TRAVIS CNTY PUB UTLTY AGC
Job Name: 3201.185-1210001- Replacement Pump
Total Amount: \$ 59,797.16
(excluding freight)

Signature: Jennifer Riechers Name: Jennifer Riechers
(PLEASE PRINT)

Company/Utility: WTCPUA

PO: _____ Address: _____

Date: 4/9/25

Phone: _____

Email: _____

Fax: _____





General Control Systems, Inc.
17 Corporate Circle
Albany, New York 12203
(518) 270-8045 Fax (518) 270-8042



Page 1 of 3

January 24, 2025

ATTEN: Michael Sarot

SUBJECT: **West Travis Lakepoint WWTP**
PROJECT #: GCS Scope Number TXQ25-0005

We propose to furnish quality labor, materials, and supervision to develop the control system as discussed. All work will be done in accordance with the following scope of work, and includes the quantities as listed below.

SCOPE OF WORK:

Dedicated Controls a GCS Co. to Supply & Fabricate (2) PLC based Duplex Pump Control Panels

Equipment supplied as follows.

Qty- (2) Pump Control panels supplied in NEMA 4X 316 SS enclosures with dead fronts. Containing the following hardware.

- 3-point latching enclosure with dead fronts
- (1) main breaker with disconnect.
- (2) supplementary motor breakers with disconnects.
- (2) Elapsed time meters.
- 460 VAC Surge Protection
- Distribution block with cover
- Ground Lug.
- 500VA 480/120 fused transformer with finger safe covers and applicable fuses.
- 24 VDC Power supply
- 15A GFCI receptacle
- (1) Precision Digital Process Meter
- (2) Macromatic Seal Leak/ over temp relays
- (2) Square D. NEMA rated Motor starters with Overload's rated for 460 VAC @ 2HP
- (2) Time delay relays.
- (1) Alt relay for 2 pumps
- (1) 3 phase monitoring relay.
- Control relays as required.
- 120 VAC Surge protection
- (1) NEMA 4X alarm Light w dome
- (1) NEMA 4X alarm Horn
- (1) Micro 850 Series PLC with IO modules.
- All 30MM SQ. D Pilot devices as follows.
 - (3) 2 reset 1 alarm silence push buttons
 - (2) 3 pos selector switches

- (4) Amber Alarm Lights
- (2) Green lights
- (2) Red lights
- (1) Back up Float control selector switch

Services supplied

- 1yr. Warranty on supplied parts.
- UL508A listing.
- Programming of the new PLC.
- Warranty does not cover acts of God, misuse or improper installation or maintenance of supplied equipment.

Panel Price \$50,210.00

Option adder 1 for (7) floats..... \$1,579.00

Option adder 2 for (1) Transducer..... 1,391.00

- **Note above Floats and Transducer includes 40' of cable.**

Payment terms - net 30 Days from invoice date, 1.5% interest will be applied to payments in excess of our terms.

CLARIFICATIONS:

- C-1 Proposal is based on GCS Standard Terms & Conditions.
- C-2 All wiring diagrams will be done using AutoCAD Electrical and submitted in written form or PDF format "dwg" files will remain in title to General Control Systems, Inc.
- C-3 Unless expressly noted above, all valving, tubing, fittings, or hardware required to connect instruments is provided by others.
- C-4 Shipping Rockdale Texas, pre-pay and add.

EXCLUSIONS:

- E-1 Overtime or Premium time labor outside of scope.
- E-2 Material and Equipment other than mentioned above.
- E-3 Sales or Use Taxes.
- E-4 Cutting and Patching of existing structures.
- E-5 Temporary Facilities.
- E-6 Concrete Mounting Pads.
- E-7 Field wiring or conduit installation.
- E-8 Installation of any kind on site.
- E-9 Instrument stands, instrument brackets, tubing, brackets, or any custom items necessary for field mounting.
- E-10 Mechanical mounting of instruments, instrument stands, instrument brackets, control panels.
- E-11 Manual valves.
- E-12 Instrument and control panel receiving, storage, unpacking, and delivery to installation area at the site, General Contractor is to provide a secure area for storage.

We hope you find our proposal satisfactory. If you should have any questions, please do not hesitate to call our office. This proposal is valid for a period of thirty (30) days after bid date.

Respectfully,
GENERAL CONTROL SYSTEMS, INC.

Scott Laurange
Senior Estimator

Authorized signature and date _____

File: TXQ25-0005 West Travis Lake Point WWTP

Document Rev 1.4 – 7/27/2021 – F130-SALES-01



Please note that our bid is predicated on the understanding that our work is fully set forth above, that we shall be entitled to the rights, remedies and redress as well as subject to the obligations of the general contract documents with the Owner as they relate to our bid and/or our portion only of the work and any resulting subcontract, and that any resulting subcontract shall be subject to the terms of the current edition of AIA Document A401 "Agreement between Contractor and Subcontractor", or is contingent upon mutual agreement on written subcontract language prior to there being any binding obligation on the part of either party, and use of this bid or reliance upon it will result in acceptance of this bid should you be awarded the contract.



General Control Systems, Inc.
17 Corporate Circle
Albany, New York 12203
(518) 270-8045 Fax (518) 270-8042



Page 1 of 3

March 17, 2025

ATTEN: Michael Sarot

SUBJECT: **West Travis LS15**

PROJECT #: GCS Scope Number TXQ25-0026

We propose to furnish quality labor, materials and supervision to develop the control system as discussed. All work will be done in accordance with the following scope of work, and includes the quantities as listed below.

SCOPE OF WORK:

GCS to Fabricate, furnish and install the following for West Travis panel LS15.

New Control section door with the following pilot devices

- (1) New Control Panel Door for MCC
- (1) Process Level Indicating Meter
- (2) Elapsed Time Meters
- (2) HOA selector switches
- (4) 30MM Red pilot lights for indication of process
- (2) 30MM Green pilot lights for indication of process
- (8) 30MM Amber pilot lights for indication of process
- (1) Push button for reset

New back panel fabricated and installed to the required needs for PLC, terminal blocks, relays and power. Items included as follows.

- (1) New back panel for MCC
- (1) 5 port unmanaged Ethernet switch
- (1) Receptacle
- (1) 750VA UPS
- (1) 120VAC Surge protection Device
- (1) 120VAC Circuit breaker
- (1) 24VDC Power supply
 - o All required supplemental Circuit breakers
 - o All required Relays (time and control)
 - o All required fused terminal blocks
 - o All required power feed through terminal blocks
 - o All required grounding
 - o Wire duct and cover as required

Note - 1 yr. warranty included on parts and labor excluding Acts of God, misuse or improper maintenance of supplied equipment.

Total Price \$55,072.00

Payment terms - net 30 Days from invoice date, 1.5% interest will be applied to payments in excess of our terms.

CLARIFICATIONS:

- C-1 Proposal is based on GCS Standard Terms & Conditions.
- C-2 GCS will be reusing the existing telemetry equipment currently installed at the LS15 Panel.
- C-3 GCS will be reusing the existing Allen Bradley PLC and IO modules.
- C-4 All wiring diagrams will be done using AutoCAD Electrical and submitted in written form or PDF format "dwg" files will remain in title to General Control Systems, Inc.
- C-5 Unless expressly noted above, all valving, tubing, fittings, or hardware required to connect instruments is provided by others.
- C-6 Shipping Rockdale Texas, pre-pay and add.

EXCLUSIONS:

- E-1 Overtime or Premium time labor outside of scope.
- E-2 Material and Equipment other than mentioned above.
- E-3 Sales or Use Taxes.
- E-4 Cutting and Patching of existing structures.
- E-5 Temporary Facilities.
- E-6 Concrete Mounting Pads.
- E-7 Field wiring or conduit installation.
- E-8 Instrument stands, instrument brackets, tubing, brackets, or any custom items necessary for field mounting.
- E-9 Mechanical mounting of instruments, instrument stands, instrument brackets, control panels.
- E-10 Manual valves.
- E-11 Instrument and control panel receiving, storage, unpacking, and delivery to installation area at the site, General Contractor is to provide a secure area for storage.

We hope you find our proposal satisfactory. If you should have any questions, please do not hesitate to call our office. This proposal is valid for a period of thirty (30) days after bid date.

Respectfully,
GENERAL CONTROL SYSTEMS, INC.

Scott Laurange
Senior Estimator

Authorized Signature and Date _____

File: TXQ25-0026 West Travis LS15

Document Rev 1.4 – 7/27/2021 – F130-SALES-01



Please note that our bid is predicated on the understanding that our work is fully set forth above, that we shall be entitled to the rights, remedies and redress as well as subject to the obligations of the general contract documents with the Owner as they relate to our bid and/or our portion only of the work and any resulting subcontract, and that any resulting subcontract shall be subject to the terms of the current edition of AIA Document A401 "Agreement between Contractor and Subcontractor", or is contingent upon mutual agreement on written subcontract language prior to

All information contained within this quotation is confidential. This information may not be copied and/or distributed, in part or whole, without obtaining written permission from General Control Systems, Inc.



Smith Pump Company, Inc.

301 MB Industrial Dr
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 41050

Friday, April 4, 2025
Page: 1

Prepared For: Michael Sarot

Shipping: Michael Sarot

West Travis County Public Utility Agency

12215 Bee Cave Parkway
Austin, TX 78738

West Travis County Public Utility Agency

12110 1/2 Pleasant Panorama View
Austin, TX 78733

Shipping Method
Bestway

Freight Terms
FOB Destination

Payment Terms
Net 30 Days

Salesperson:
TXCEN - Jeff McHattie

Thank you for the opportunity to present our quotation for your upcoming project. Please give us a call if you require additional information.

Sincerely,

Jeff McHattie, TXCEN Sales Area / JeffM@smithpump.com / 512-415-6985 cell
Kadin Kotis, Estimator, Project Manager / kadink@smithpump.com / 512-310-1480 ext. 221

Kadin Kotis

Kadink@smithpump.com

Line: 1

Part ID: 0907-M

Rev: 0

Pump-Vertical Turbine - With SPCO Labor

1 PUMPS

TAGS: RWI Pump #1

DUTY CONDITIONS

Primary:

Q = 4,200 GPM H = 542' TDH V = 2,300 V/60 Hz/3 Ph
P = 700 HP S = 1,775 RPM Eff. = 83.9% (Bowl)

(1) Flowserve 16ENH-7 stage bowl assembly

- cast iron bowls
- 416SS bowl shaft
- Aluminum bronze impellers, dynamically and statically balanced
- 304SS bar style vortex suppressor.

(1) 14" x 24.5" BD fabricated steel discharge head with bleed off stuffing box

(2) 14" flanged steel column pipes

- rubber line shaft bearings
- 416SS threaded line shaft and couplings
- 4140 alloy steel 3-piece pump to motor coupling

(1) Item of blasting and coating per specification, unless otherwise noted

a.) Grit blast parts to SSPC SP-5 white metal

b.) Coat parts with TNEMEC N140 Pota-Pox potable epoxy (7-9 mil dft)

-Top color per customer recommendations

(1) Nidec - VSS Motor

- 700hp, 1,770rpm, 94.5% efficiency, 2,300volts, 3 phase
- WP-I Enclosure
- 115 volt space heater
- 1.15 service factor
- Class F Insulation
- Oversize conduit box



Smith Pump Company, Inc.

301 MB Industrial Dr
Waco, TX 76712 US

Phone: 800-299-8909
Fax: 254-776-0023
www.smithpump.com

Quote No: 41050

Friday, April 4, 2025
Page: 2

- Bearing RTDs, Winding RTD
- (2) Bentley Nevada 200150 accelerometers
- (1) Field Services
- Pull previous pump
- Check level and install pump
- Start up including monitoring voltage, current, and vibration

COATING:

- SPCO Standard coating

ANALYSIS (for each service):

- none supplied

SPARE PARTS (quantity per service):

- quoted separately

FACTORY TESTING (for each service):

- none supplied

TIMELINE:

Pumps and Motors:

Submittal Time:

- none supplied

Delivery Time:

- 24 weeks from submittal approval

WARRANTY:

- Covers: defects in materials and workmanship, equipment design, and operational failure
- Pump and Motor: 24 months from start-up not to exceed 36 months from delivery

The equipment supplied on this project has a warranty requirement that qualified Smith Pump Company personnel be present during the initial startup and commissioning. Failure to request the presence of qualified personnel may void the warranty.

NOTES:

1. Items not included: suction or discharge piping beyond pumping unit, controls, MCC, VFD, valves, electrical wiring or conduit, concrete, grout, anchor bolts, field painting

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	253,690.00000			\$253,690.00

Prices are Valid Until Sunday, May 4, 2025

ACCEPTED BY: Jennifer Riechers

PRINTED NAME: Jennifer Riechers

PURCHASE ORDER (IF APPLICABLE): _____

SIGNED ON DATE: April 9, 2025

VI. NEW BUSINESS

ITEM A

**TRANSFER OF RETAIL WASTEWATER SERVICE
AND LIFT STATION CONVEYANCE AGREEMENT
BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
TRAVIS COUNTY WATER CONTROL & IMPROVEMENT DISTRICT NO. 17**

This Transfer of Retail Wastewater Service and Lift Station Conveyance Agreement (the “**Agreement**”) is executed to be effective this ____ day of _____, 2025 (the “**Effective Date**”), by and between TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 17, a water control and improvement district operating pursuant to Chapters 49 and 51 of the Texas Water Code (the “**District**”) and WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY., a Texas public utility agency organized under Texas Local Government Code Chapter 572 (the “**WTCPUA**”). The District and the WTCPUA may be referred to herein individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

WHEREAS, the District owns and operates a lift station and related facilities to provide retail wastewater service to the Bee Cave Elementary School, a school within the Lake Travis Independent School District (“LTISD”), located at 14300 Hamilton Pool Road, Austin, Texas 78738 (the “**Lift Station**”), in accordance with the Facilities Conveyance and Wastewater Services Agreement, dated April 17, 2003; and

WHEREAS, the Parties desire to enter into this Agreement to transfer the retail wastewater service to Bee Cave Elementary from the District to the WTCPUA;

WHEREAS, the Parties also seek to convey real property rights related to the Lift Station and other facilities currently owned and operated by the District and LTISD to the WTCPUA; and

WHEREAS, the Parties intend to effectuate this Agreement and pursue transfer of the Lift Station operation and retail service diligently.

NOW THEREFORE, for the good and valuable consideration contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Transfer of Retail Wastewater Service.** The District agrees to transfer retail wastewater service rights and obligations for the Bee Cave Elementary School to the WTCPUA, and the WTCPUA agrees to accept such obligations upon completion of the construction and rehabilitation necessary for the Lift Station, subject to the terms and conditions stated herein, including the acquisition of necessary easements from LTISD to be conveyed to the WTCPUA.

2. **Lift Station Rehabilitation and Payment.** The District agrees to pay the WTCPUA Seven Hundred Thousand Dollars (\$700,000.00) to be held in escrow by WTCPUA and to be used by WTCPUA to pay for the necessary engineering and construction services to

rehabilitate the Lift Station. The Parties agree that the WTCPUA will undertake and complete the engineering, procurement, construction administration, and any other necessary services to effectuate the Lift Station rehabilitation. The District shall have no other monetary obligation with respect to the Lift Station after making the payment as described in this Section. WTCPUA shall refund to the District any amounts remaining and not used by it for rehabilitation of the Lift Station as described herein in a timely manner. WTCPUA will provide the District with reasonable documentation as to the final costs of the project. The Parties agree that the WTCPUA will be responsible for any maintenance or pumping operations needed to keep the Lift Station operating during and after the Rehabilitation. The Parties agree that Lake Travis Independent School District will not pay for any additional capacity or impact fees upon transfer of service to WTCPUA.

3. **Completion Date.** The WTCPUA agrees that all work on the Lift Station must be completed no later than _____, 20__, subject to LTISD providing the necessary easements to the WTCPUA for construction to commence.

4. **Right of Entry, Insurance, and Indemnification.** The Parties hereby provide that the WTCPUA will work with LTISD to secure all necessary easements and right of entry agreements onto LTISD property associated with the Lift Station to perform the work contemplated by this Agreement upon reasonable notice to the District. WTCPUA shall maintain adequate insurance coverage to cover any loss or claim associated with the performance of its work regarding the Lift Station. WTCPUA SHALL INDEMNIFY AND HOLD THE DISTRICT, ITS EMPLOYEES, OFFICIALS, CONSULTANTS, AND CONTRACTORS HARMLESS FROM ANY CLAIMS OR CAUSES OF ACTION WHATSOEVER ARISING OUT OF ITS WORK ON THE LIFT STATION. Additionally, the District will terminate its existing agreement for wastewater service with LTISD following completion of Lift Station Rehabilitation and transfer of service to the WTCPUA.

5. **Conveyance Documents.** The District agrees to provide all necessary deeds, assignments, easement, agreements, and other documents necessary to convey the Lift Station and other facilities described in Exhibit A upon completion of the construction and rehabilitation related to the Lift Station and reimbursement to the District of any unused escrowed funds.

6. **Existing Force Main.** The Parties agree to ensure that the existing force main beyond the tie-in will be flushed, abandoned in place, and will remain the District's responsibility.

7. **Assignment; Binding Effect; Authority.** The WTCPUA and the District cannot assign this Agreement to any other person or entity without the prior written consent of the other Party. Subject to this restriction on assignment, this Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of the Parties. Each Party represents that they are duly organized, validly existing and in good standing under the laws of the state of their organization, that they have the legal power to enter into this Agreement and to perform all the terms of this Agreement, and that the person signing this Agreement on their behalf are fully authorized to sign for and to bind them.

8. **Governing Law.** This Agreement and the obligations under this Agreement shall be construed in accordance with, governed by, and shall be subject to, the laws of the State of Texas.

9. **Term; Termination.** This Agreement may be terminated by mutual written agreement of the Parties. The term of this Agreement shall be from the Effective Date until completion of the rehabilitation and transfer of the Lift Station to the WTCPUA, as provided in this Agreement.

DISTRICT:

**TRAVIS COUNTY WATER CONTROL
AND IMPROVEMENT DISTRICT NO. 17**

By: _____
Kenneth Smith, President
Board of Directors

WTCPUA:

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

EXHIBIT A

Proof of Ownership of Lift Station and Other Facilities

ITEM B

ROAD MAINTENANCE AGREEMENT

This ROAD MAINTENANCE AGREEMENT (“Agreement”) is made this ____ day of _____, 2024, between the West Travis County Public Utility Agency, a political subdivision of the State of Texas (“WTCPUA”), and Lake Pointe Municipal Utility District, a municipal utility district and political subdivision of the State of Texas (“Lake Pointe MUD”).

RECITALS

WHEREAS, WTCPUA owns a Raw Water Intake that supplies water to WTCPUA’s West Travis County Water Treatment Plant,

WHEREAS, WTCPUA must access this Raw Water Intake by use of an access road (“the Road”) owned by Lake Pointe MUD, and

WHEREAS, both parties wish to formalize arrangements for future maintenance of the Road,

AGREEMENT

THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration the sufficiency and receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1 **DEFINITIONS**

Sec. 1.01. Definitions. The following definitions apply to this Agreement:

- (a) Road. That road owned by Lake Pointe MUD utilized by WTCPUA to access its Raw Water Intake and Pump Station, as further defined in Exhibit A.
- (b) Lake Pointe MUD. Lake Pointe Municipal Utility District.
- (c) WTCPUA. West Travis County Public Utility Agency.
- (d) Raw Water Intake and Pump Station. The WTCPUA Raw Water Intake and Pump Station located within the Lake Pointe MUD Preserve in the Lake Pointe Subdivision in Travis County, Texas.

SECTION 2 **PERIODIC MAINTENANCE**

Sec. 2.01. Agreement to Cover Road. The work covered by this Agreement shall only include normal, periodic maintenance on the Road. It does include expansion or alteration of the Road.

Sec. 2.02. WTCPUA to Propose Maintenance Plan. Starting on the effective date of this Agreement, and repeating every two years thereafter, WTCPUA shall review conditions on the Road and provide to Lake Pointe MUD a written proposal for the maintenance it believes necessary. Such proposal shall include a scope of work, schedule, and budget for such maintenance.

Sec. 2.03. Lake Pointe MUD to Review. Within 60 days of receiving such a written proposal, Lake Pointe MUD shall either accept or reject the proposal in writing. If Lake Pointe MUD accepts the proposal, WTCPUA shall perform the agreed maintenance under the proposal. If Lake Pointe MUD fails to approve the proposal, WTCPUA shall not be required to conduct any maintenance. In the alternative, Lake Pointe MUD may request modification to the WTCPUA written proposal prior to Lake Pointe MUD acceptance or rejection of the proposal.

Sec. 2.04. Construction in Accordance with Requirements. WTCPUA shall conduct the maintenance in accordance with all legal requirements, including in accordance with the Habitat Conservation Plan for the Golden Cheeked Warbler defined in Permit No. PRT-782186 from the US Fish and Wildlife Service. WTCPUA shall use materials and construction methods as outlined in the Travis County Standard Specifications, or as approved by Lake Pointe MUD.

Sec. 2.05. Costs. Costs shall be allocated 100% to WTCPUA for all maintenance work under this Agreement.

Sec. 2.06. Payment Due Within 30 Days of Invoice. Following completion of the agreed maintenance, WTCPUA shall pay all costs associated with the maintenance within 30 days of invoice, and WTCPUA shall provide Lake Pointe MUD with a release of all contractor and subcontractor liens within 30 days of invoice.

SECTION 3 **DAMAGE TO ROAD**

Sec. 3.01. WTCPUA Responsible for Any Damage it Causes. WTCPUA is responsible for any damage to the Road. WTCPUA shall repair such damage or cause such damage to be repaired to the satisfaction of Lake Pointe MUD. WTCPUA shall not invoice Lake Pointe MUD for any portion of the costs of these repairs, nor include these repairs in the periodic maintenance plan.

SECTION 4 **ADDITIONAL MAINTENANCE**

Sec. 4.01. Either Party May Request Additional Maintenance. Either party may request that additional maintenance be performed before the next two-year proposal is due. All such additional maintenance shall be handled under the procedures described in Section 2, except as follows:

- (a) If Lake Pointe MUD believes additional maintenance is needed, it shall provide in writing to WTCPUA a description of the maintenance needed and the reasons for such. WTCPUA shall, within 60 days, either provide a proposal to Lake Pointe MUD for such maintenance, including a scope of work, schedule, and budget for such maintenance, or shall explain in writing why it believes such maintenance is not needed.

- (b) If WTCPUA believes additional maintenance is needed, it shall provide in writing to Lake Pointe MUD a description of the maintenance needed, a proposal for such maintenance, including a scope of work, schedule, and budget for such maintenance. WTCPUA shall have 90 days to approve or reject such a proposal.

SECTION 5

REMEDIES

Sec. 5.01. Remedies and Attorney's Fees. This Agreement is a contract to provide services to a local government entity as contemplated in Texas Local Government Code Sec. 271.151. In the event of any suit or other adjudication between the WTCPUA and Lake Pointe MUD to enforce any claim arising out of this Agreement or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable and necessary attorney's fees, expert witness fees, and all other costs and expenses incurred in resolving the suit or adjudication from the non-prevailing Party as provided by Texas Local Government Code Chapter 271, Subchapter I.

Sec. 5.02. Hold Harmless. TO THE EXTENT ALLOWED BY LAW WTCPUA AND LAKE POINTE MUD AGREE TO HOLD EACH OTHER HARMLESS FROM ANY AND ALL CLAIMS, LIABILITY OR DAMAGES TO THEMSELVES OR THEIR PROPERTY OR THIRD PARTIES OR THEIR PROPERTY IN CONNECTION WITH THIS AGREEMENT, INCLUDING CLAIMS, LIABILITY, OR DAMAGES ARISING FROM THE ALLEGED NEGLIGENCE OR STRICT LIABILITY OF THE OTHER PARTY, ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS.

SECTION 6

MISCELLANEOUS

Sec. 6.01. Assignability. Neither party to this Agreement may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

Sec. 6.02. Force Majeure. In the event either party is rendered unable by force majeure to carry out any of its obligations under this Agreement, in whole or in part, then the obligations of that party, to the extent affected by the force majeure shall be suspended during the continuance of the inability, provided however, that due diligence is exercised to resume performance at the earliest practical time. As soon as reasonably possible after the occurrence of the force majeure relied upon to suspend performance, the party whose contractual obligations are affected thereby shall give notice and full particulars of the force majeure to the other party. The cause, as far as possible, shall be remedied with all reasonable diligence.

Sec. 6.03. Notice. Any notice to be given hereunder by either party to the other party shall be in writing and may be affected by personal delivery or by sending said notices by First Class mail to the address set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed. Any notice mailed to WTCPUA shall be addressed:

West Travis County Public Utility Agency
Attn: General Manager
13215 Bee Cave Pkwy, Building B. Ste 110
Bee Cave, TX 78738
Phone: (512) 263-0100
Fax: (512) 263-4124

Any notice mailed to Lake Pointe MUD shall be addressed:

Lake Pointe MUD
P.O. Box 1220
Dripping Springs, TX 78620
Phone: (512) 280-6622
Email: info@lakepointemud.org

Either party may change the address for notice to it by giving notice of such change in accordance with the provisions of this paragraph.

Sec. 6.04. Governing Law. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the parties are expressly deemed performable in Travis County, Texas.

Sec. 6.05. Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section, or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

Sec. 6.06. Venue. Venue for any suit arising hereunder shall be in Travis County, Texas.

Sec. 6.07. Term. The initial term of this Agreement shall be 10 years. It shall continue in effect from year to year after this initial term unless terminated by either party.

Sec. 6.08. Termination. Either party may terminate this agreement by giving 90 days' written notice to the other party.

Lake Pointe MUD:

By: _____
Terry Elam, President

WTCPUA:

By: _____
Scott Roberts, President

ITEM C

**ORDER AMENDING THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
RATE TARIFF**

THE STATE OF TEXAS §
 §
COUNTIES OF TRAVIS §
AND HAYS §

WHEREAS, West Travis County Public Utility Agency (the “**WTCPUA**”) is a public utility agency created by concurrent ordinance of Hays County, the City of Bee Cave and Lake Pointe Municipal Utility District, and governed by Chapter 572 of the Texas Local Government Code; and

WHEREAS, on March 15, 2012, the WTCPUA Board of Directors (“**Board**”) approved a “Schedule for Rates, Fees, and Charges and Terms and Conditions of Water and Wastewater Services,” (the “**Tariff**”) which has been subsequently amended from time to time;

WHEREAS, the Board has determined that certain amendments to the Tariff are necessary to clarify the WTCPUA’s policies relating to AMI Meter installation.

NOW THEREFORE, it is ordered by the Board of Directors of West Travis County Public Utility Agency as follows:

Section 1: The above recitals are true and correct and are incorporated into this Resolution for all purposes.

Section 2: The WTCPUA’s Board hereby approves, adopts and orders edits to the Tariff, as shown in Attachment A.

Section 3: The WTCPUA’s General Manager, Engineer, and General Counsel are authorized to take all actions necessary to carry out the purposes of this Order.

PASSED AND APPROVED this 17th day of April, 2025.

Scott Roberts, President
Board of Directors

ATTEST:

Walt Smith, Secretary
Board of Directors

Attachment A

Section 3.04. Water Capacity Reservation Fee

A Water Capacity Reservation Fee may be charged to any WTCPUA Customer reserving a specific amount of water capacity through a contract with the Agency. This Reservation Fee will recover the actual costs associated with reserving water system capacity. The PUA's Water Capacity Reservation Fees for the SH 71 Water System and U.S. Highway 290 Water System are charged annually on each reserved LUE and in the amounts established in Appendix C.

The Water Capacity Reservation Fee is a fee that is separate from the water impact fee assessed and collected under this Schedule.

- a. Annual non-reimbursable payment of Water Reservation Fees for unused LUEs shall be as follows:
 - i. The initial, annual non-reimbursable Water Reservation Fees for any unused water services (i.e., LUEs) shall be due and payable within 6 months of the effective date for the WTCPUA's written service commitment;
 - ii. Subsequent annual non-reimbursable Water Reservation Fees for any unused water services shall be due and payable upon each annual anniversary date of the WTCPUA's written service commitment; and
 - iii. The Non-Standard Service Agreements may be terminated if any reservation fees are not paid for all or any portion of the unused LUEs.

If a customer pre-pays Impact fees for all LUEs in a proposed Development before the 6-month initial Reservation Fee due date, then Reservation Fees will not be required at the due dates thereafter.

~~Section 3.05. AMR Meter Opt Out Program~~

~~A customer may request to opt out from Automatic Meter Read (AMR) meters at a service location if they are the owner of the property pursuant to the AMR Meter Opt Out Program in this Section 3.05. The WTCPUA may grant a request under the AMR Meter Opt Out Program, subject to the qualifications and conditions in Section 3.05. The AMR Meter Opt Out Program only applies to residential accounts.~~

~~(a) **Meter Exchange Fee:** An exchange fee will be charged to install a new manual read meter at the request of customers who wish to opt out. Exchange fee is outlined in Appendix C and is non-refundable.~~

~~(b) **Meter Readings:** Each customer participating in the AMR Meter Opt Out Program will be charged an additional monthly fee as outlined in Appendix C for non-standard manual meter readings by WTCPUA staff and for processing of such readings for each service location. This fee will be assessed as long as there is a manual read meter installed at the service location. If the additional monthly fee is not paid monthly, the meter will be exchanged for an AMR meter and the customer will no longer be eligible to participate in the Meter Opt Out Program.~~

ITEM D

ITEM E

Subject: WTCPUA - Texas Legislative Update (04/06/25)
Date: Sunday, April 6, 2025 at 10:51:06 PM Central Daylight Time
From: Jake Posey, Mercury Public Affairs
To: Jennifer Riechers

Mercury.



TEXAS LEGISLATIVE UPDATE 04/06/25 WTCPUA

GOVERNOR

Governor Proclaims April Sexual Assault Awareness & Prevention Month

On April 1st, Governor Greg Abbott issued a proclamation recognizing April 2025 as Sexual Assault Awareness and Prevention Month in Texas. This month is a time for Texans to come together to raise awareness around the issue of sexual assault and to recognize the courage of survivors across Texas and throughout the nation.

Governor Abbott Said, "Every person is worthy of respect and protection, especially from acts of sexual violence. The State of Texas works tirelessly to defend Texans from these cruel offenses, making sure that each perpetrator is prosecuted to the fullest extent of the law. Each April, we acknowledge the strength and courage of each survivor and recognize their resiliency and hope. As we work together to prevent sexual assault in our state, may we honor each survivor, raise awareness, and build a future where each Texan can live in safety."

Texas Association Against Sexual Assault CEO Rose Luna added, "We commend the State of Texas for prioritizing efforts to assist sexual assault survivors and for its commitment to funding and supporting rape crisis centers. Their impactful work provides critical resources and advocacy for survivors across the state."

[Here](#) is a link to the proclamation.

Governor Abbott Participates on Texas Law Federalist Society Event

On April 3rd, Governor Greg Abbott participated in a fireside chat with the Texas Law Federalist Society where he touted the state's exceptional policies that have led to a booming economy, a world-class business climate, and a safer Texas at The University of Texas (UT) at Austin.

Governor Abbott said, "We must use the law as both a sword and shield. There is a need for speed to have policies enacted. That led to the creation of a new court of appeals that has expert judges swiftly deciding on matters that ensure government operates effectively, efficiently, and as swiftly as possible in business matters. These new business courts are now a magnet for business enterprises coming to Texas. Today's lawyers have a role to play that's more important than ever before. By getting involved, the next generation of lawyers will restore law and order in Texas and across the nation."

Moderated by UT Austin interim President Jim Davis and Texas Law Federalist Society President Jordan Lamb, Governor Abbott drew attention to Texas' Fifteenth Court of Appeals which provides swift resolutions for complex commercial disputes in Texas. The Governor also mentioned the success of Texas' border security mission, Operation Lone Star. The Governor noted that Texas deployed thousands of Texas National Guard soldiers, installed buoys and miles of razor wire, and built our own border wall - decreasing illegal crossings into the state by 85 percent.

SB 2188 by Adam Hinojosa (R-Corpus Christi) would allow the City of Brownsville to restrict beach access on weekdays for **spaceflight activities**.

SB 2230 by Adam Hinojosa (R-Corpus Christi) would mandate evacuations when deemed necessary by the Federal Aviation Administration at the time of a **spaceflight launch**.

They also passed one bill to Third Reading:

SJR 12 by Angela Paxton (R-McKinney) would propose a constitutional amendment establishing a **parent's right to direct a child's education** including choosing an alternative to public education.

Total number of bills reported out of Senate Committees this week: 128

Total number of bills passed by the Senate this week: 62

Total number of bills passed by the Senate this session: 189

Next Week: The Senate adjourned until 2:00 p.m. on Monday, April 7, 2025

HOUSE

The House was in session Monday through Thursday this week.

On Monday, the House conducted routine business.

On Tuesday, the House passed its first bill of the session:

HJR 4 by Morgan Meyer (R-Dallas) would propose a constitutional amendment prohibiting the enactment of a law imposing an occupation tax on **entities involved in securities transactions**.

They also gave preliminary approval to four bills:

HB 13 by Ken King (R-Canadian) would establish the **Texas Interoperability Council** to develop and implement a statewide strategic plan for governing the interoperability of emergency communication equipment and infrastructure.

HB 135 by Angie Chen Button (R-Garland) would exempt **game and exotic animals** from the **sales tax**.

HB 143 by Ken King (R-Canadian) would require the Railroad Commission to notify the Public Utility Commission and other utilities if during an **inspection of a well site** or surface facility, it discovers a condition involving an **electric power line** that does not meet National Electrical Code standards; and would require the utility to investigate the site.

HB 195 by Mihaela Plesa (D-Dallas) would require property tax information for school districts subject to recapture to be added to the appraisal district database including information on the **percentage of taxes subject to recapture**.

On Wednesday, the House passed the Third Reading bills and one constitutional amendment:

HJR 1 by Morgan Meyer (R-Dallas) would propose a constitutional amendment increasing the **personal property tax exemption** for businesses from the current \$2,500 to \$250,000. (the enabling bill is HB 9)

They gave preliminary approval to:

HB 9 by Morgan Meyer (R-Dallas) would increase the **personal property tax exemption** for businesses from the current \$2,500 to \$250,000. (this is the enabling bill for HJR 1)

HB 22 by Candy Noble (R-Lucas) would exempt **intangible personal property** from ad valorem taxes.

HB 908 by David Spiller (R-Jacksboro) would require law enforcement agencies to **report missing children** to the National Center for Missing and Exploited Children.

HB 1392 by John Bucy (D-Austin) would postpone the **delinquency date** for **payment of ad valorem taxes** if the office of the tax collector is closed on the delinquency date.

On Thursday, the House passed its Third Reading bills.

Total number of bills reported out of House Committees this week: 90

Total number of bills passed by the House this week: 10

Total number of bills passed by the House this session: 10

Next Week: The House is standing at ease until 10:00 a.m. on Friday, April 4, 2025 for reading and referral of bills. It will then adjourn until 3:00 p.m. on Monday, April 7, 2025.

Tracked Legislation

[HB 29](#)

Relating to water losses reported by certain municipally owned utilities to the Texas Water Development Board; authorizing administrative penalties.

Author: Stan Gerdes

Last Action: (3/26/2025) - Left Pending in Committee

[HB 156](#)

Relating to a study by the Texas Commission on Environmental Quality regarding the protection of certain water facilities from catastrophes.

Author: Richard Peña Raymond

Last Action: (2/27/2025) - Referred to Natural Resources

[HB 157](#)

Relating to the production by the Texas Commission on Environmental Quality of an annual report on public drinking water supply systems.

Author: Richard Peña Raymond

Last Action: (2/27/2025) - Referred to Natural Resources

[HB 310](#)

Relating to the use of money transferred from the Texas water fund.

Author: Ryan Guillen

Last Action: (3/12/2025) - Left pending in Committee

[HB 391](#)

Relating to board of directors meeting locations of certain rural area water districts.

Author: Keith Bell

Last Action: (3/26/2025) - Reported Favorably as substituted

[HB 420](#)

Relating to the meeting places for the board of directors of certain water districts.

Author: Keith Bell

Last Action: (3/26/2025) - Reported favorably as substituted

[HB 422](#)

Relating to limitations on the issuance of bonds by the Texas Water Development Board for the development of certain projects in economically distressed areas.

Author: Mary González

Last Action: (4/8/2025) - Placed on General State Calendar

[HB 602](#)

Relating to the qualifications for serving as a member of the board of directors of a municipal utility district.

Author: Valoree Swanson

Last Action: (4/3/2025) - Scheduled for a public hearing on ...

[HB 638](#)

Relating to a requirement that certain water districts make audio and video recordings of open meetings available on the Internet.

Author: Carl H. Tepper

Last Action: (3/12/2025) - Left pending in committee

[HB 948](#)

Relating to the required posting by governmental entities of employee contracts and compensation on entity Internet websites.

Author: Brian Harrison

Last Action: (3/6/2025) - Referred to Delivery of Government Efficiency

[HB 1256](#)

Relating to the authority of a county commissioners court to adopt an exemption from ad valorem taxation by each taxing unit that taxes the property of the portion of the appraised value of a person's property that is attributable to the installation in or on the property of certain water conservation systems.

Author: Erin Zwiener

Last Action: (3/24/2025) - Left Pending in Committee

[HB 1318](#)

Relating to a certificate of public convenience and necessity to provide water or sewer service in an area incorporated or annexed by a municipality.

Author: Ryan Guillen

Last Action: (3/19/2025) - Left pending in committee

[HB 1407](#)

Relating to public utility agencies; providing authority to issue bonds; providing authority to impose assessments.

Author: Ryan Guillen

Last Action: (3/19/2025) - left pending in committee

[HB 1523](#)

Relating to a prohibition on the authorization by the Texas Commission on Environmental Quality of the use of a Class V injection well for certain aquifer storage and recovery projects.

Author: Stan Gerdes

Last Action: (3/12/2025) - Referred to Natural Resources

[HB 1529](#)

Relating to production fees imposed by the Southwestern Travis County Groundwater Conservation District; authorizing an increase in the rate of the fee.

Author: Vikki Goodwin

Last Action: (3/12/2025) - Referred to Natural resources

[HB 1633](#)

Relating to the criteria considered by groundwater conservation districts before granting or denying a permit or permit amendment.

Author: Stan Gerdes

Last Action: (4/2/2025) - reported favorably w/o amendments

[HB 1689](#)

Relating to the use of certain groundwater export fees collected by a groundwater conservation district.

Author: Stan Gerdes

Last Action: (3/26/2025) - Left pending in committee

[HB 1690](#)

Relating to an application for a permit for the transfer of groundwater out of a groundwater conservation district.

Author: Stan Gerdes

Last Action: (3/26/2025) - Left pending in committee

[HB 2080](#)

Relating to the review of the duties of a groundwater conservation district by the Texas Commission on Environmental Quality.

Author: Stan Gerdes

Last Action: (3/14/2025) - Referred to Natural Resources

[HB 2091](#)

Relating to the provision of financial assistance by the Texas Water Development Board for certain projects.

Author: Armando Martinez

Last Action: (4/9/2025) - Scheduled for a public hearing on ...

[HB 2098](#)

Relating to applicability of the civil service system for municipal firefighters and police officers and sheriff's departments.

Author: Armando Martinez

Last Action: (3/14/2025) - Referred to Intergovernmental Affairs

[HB 2109](#)

Relating to the removal of a proposed reservoir project from the State Water Plan.

Author: Gary VanDeaver

Last Action: (3/14/2025) - Referred to Natural Resources

[HB 2346](#)

Relating to the adoption of a water conservation program by a county.

Author: Erin Zwiener

Last Action: (3/14/2025) - Referred to Natural Resources

[HB 2347](#)

Relating to the adoption of a water conservation program by certain counties.

Author: Erin Zwiener

Last Action: (4/9/2025) - Scheduled for a public hearing on ...

[HB 2500](#)

Relating to certain proceedings by the Public Utility Commission of Texas regarding water or sewer service.

Author: David Spiller

Last Action: (3/26/2025) - Left pending in committee

[HB 2605](#)

Relating to water losses reported by certain municipally owned utilities to the Texas Water Development Board; authorizing administrative penalties.

Author: Stan Gerdes

Last Action: (3/18/2025) - Referred to Natural Resources

[HB 2712](#)

Relating to test years used for ratemaking purposes by certain water and sewer utilities.

Author: Drew Darby

Last Action: (4/2/2025) - Scheduled for a public hearing on ...

[HB 2812](#)

Relating to the exemption of public water supply wells from regulation, permitting, or metering by the Hays Trinity Groundwater Conservation District.

Author: Carrie Isaac

Last Action: (3/19/2025) - Referred to Natural Resources

[HB 4231](#)

Relating to cybersecurity for retail public utilities that provide water or sewer service.

Author: Giovanni Capriglione

Last Action: (3/31/2025) - Referred to Delivery on Government Efficiency

[HB 4427](#)

Relating to the recovery of certain expenses by an electric utility or a water and sewer utility in a rate proceeding.

Author: Drew Darby

Last Action: (4/9/2025) - Scheduled for a public hearing on ...

[HB 5145](#)

Relating to the sharing and protection of certain utility proprietary customer information.

Author: Senfronia Thompson

Last Action: (3/13/2025) - Filed

[HB 5206](#)

Relating to notice provided to certain public drinking water supply systems before water quality testing.

Author: Ryan Guillen

Last Action: (3/14/2025) - Filed

[HB 5208](#)

Relating to the installation of a filtration system by certain public drinking water supply systems.

Author: Ryan Guillen

Last Action: (3/14/2025) - Filed

[HB 5209](#)

Relating to the consideration of compliance with rules of the Texas Commission on Environmental Quality in approving rates for water or sewer utility services.

Author: Ryan Guillen

Last Action: (3/14/2025) - Filed

[HB 5558](#)

Relating to the board of directors of certain public utility agencies.

Author: Erin Zwiener

Last Action: (3/14/2025) - Filed

[SB 624](#)

Relating to the criteria considered by groundwater conservation districts before granting or denying a permit or permit amendment.

Author: Lois W. Kolhorst

Last Action: (02/03/25) - Referred to Water, Agriculture, & Rural Affairs

[SB 718](#)

Relating to creation of the groundwater science, research, and innovation fund to be administered by the Texas Water Development Board.

Author: Nathan Johnson

Last Action: (02/07/25) - Referred to Water, Agriculture, & Rural Affairs

[SB 740](#)

Relating to certain proceedings by the Public Utility Commission of Texas regarding water or sewer service.

Author: Charles Perry

Last Action: (3/25/2025) - Received from Sentate

[SB 971](#)

Relating to the definition of a rural political subdivision for purposes of the Texas Water Assistance Program.

Author: Kevin Sparks

Last Action: (3/20/2025) - Received from Senate

[SB 1194](#)

Relating to creating the Central Texas Water Alliance; providing authority to issue bonds; granting the power of eminent domain; providing authority to

impose fees.

Author: Pete Flores

Last Action: (3/31/2025) - Received from senate

[**SB 1243**](#)

Relating to the dissolution of a public utility agency.

Author: Brian Birdwell

Last Action: (3/31/2025) - Scheduled for a public hearing on ...

[**SB 1253**](#)

Relating to the authority of a political subdivision to provide credits against impact fees to builders and developers for certain water conservation and reuse projects.

Author: Charles Perry

Last Action: (3/20/2025) - Reported engrossed

[**SB 1261**](#)

Relating to the financing of water supply projects included in the state water plan; authorizing the issuance of obligations.

Author: Charles Perry

Last Action: (4/9/2025) - Scheduled for a public hearing on ...

[**SB 1288**](#)

Relating to the redesignation of the State Water Implementation Fund for Texas Advisory Committee as the Texas Water Fund Advisory Committee, the abolition of the Texas Infrastructure Resiliency Fund Advisory Committee, and the composition and functions of the Texas Water Fund Advisory Committee.

Author: Charles Perry

Last Action: (2/28/2025) - Referred to Water, Agriculture, & Rural Affairs

[**SB 1289**](#)

Relating to the permissible uses of the Texas water fund.

Author: Charles Perry

Last Action: (2/28/2025) - Referred to Water, Agriculture, & Rural Affairs

[**SB 1290**](#)

Relating to requiring backup generation at certain wastewater treatment facilities.

Author: Charles Schwertner

Last Action: (2/28/2025) - Referred to Business & Commerce

[**SB 2497**](#)

Relating to the installation of a filtration system by certain public drinking water supply systems.

Author: Judith Zaffirini

Last Action: (4/3/2025) - Referred to Water, Agriculture & Rural Affairs

Key Dates – 89th Legislative Session

- 89th Legislative Session Begins: January 14, 2025
- Inauguration of US President – January 20, 2025
- Bill Filing Deadline: March 14, 2025

- 89th Legislative Session Ends: June 2, 2025
- Governor's Veto Deadline: June 22, 2025

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To learn more about the Texas State Senate and its activities, visit the [Texas State Senate](#) website.

To learn more about the Texas House of Representatives and its activities, visit the [Texas House of Representatives](#) website.

Thank you for taking the time to read our Texas Legislative newsletter. We look forward to providing weekly news and information important to each of you while working to make the 89th Legislative Session a very successful one for WTCPUA!

Sincerely,

Jake Posey
Mercury Public Affairs - Texas

Mercury Public Affairs | 817.320.4587 | 408 W. 11th St, Fifth Floor, Austin, TX 78701 |
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By: Zwiener

H.B. No. 5558

A BILL TO BE ENTITLED

AN ACT

relating to the board of directors of certain public utility agencies.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 572.057, Local Government Code, is amended by amending Subsection (b) and adding Subsection (f) to read as follows:

(b) Except as provided by Subsection (f), each ~~Each~~ director must be appointed by place by the governing bodies of the participating public entities. Each participating public entity is entitled to appoint at least one director.

(f) In addition to the directors provided for in Subsection (b), for a public utility agency that is located both in the county that contains the Capitol, and in a county that is adjacent to the county that contains the Capitol, one director will be elected by the qualified voters of the respective county, for each county under this Subsection. For the purposes of this Subsection, "qualified voter" means a registered voter of the county underlying the public utility agency's service area who resides within the service area.

SECTION 2. This Act takes effect January 1, 2027.

ITEM G

**STANDARD MASTER AGREEMENT BETWEEN CLIENT AND DCS FOR CONTINUING
PROFESSIONAL SERVICES**

THIS AGREEMENT is made this 20TH day of FEBRUARY 2025, by West Travis County Public Utility Agency ("the Client") and DCS.

RECITALS

The Client and DCS desire to set forth the general terms and conditions whereby DCS will be engaged to provide professional consulting services on one or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed Individual Project Order ("IPO"). As used herein, "Consultant" shall refer to DCS.

AGREEMENT

(1) Scope of Services and Additional Services. The undertaking of the Consultant to perform professional Services under this Agreement extends only to the services set forth in IPO's ("the Services"). However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 time cost.

(2) Client's Responsibilities. In addition to other responsibilities described in this Agreement or imposed by law, the Client shall have the following responsibilities:

(a) Designate in writing a person to act as the Client's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.

(b) Provide all criteria and full information as to the Client's requirements, objectives, and expectations for the Project, including all numerical criteria that are to be met and all standards of development, design, or construction.

(c) Assist the Consultant by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.

(d) Furnish to the Consultant, as required for performance of the Consultant's Services (except to the extent provided otherwise in the IPO in question) (i) data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspection of samples, materials and equipment; (ii) appropriate professional interpretations of all of the foregoing; (iii) environmental assessment and impact statements; (iv) property, boundary, easement, right-of-way, topographic and utility surveys;

(v) property descriptions; (vi) zoning, deed and other land use restrictions; and (vii) other special data or consultations; all of which Consultant may use and rely upon.

(e) Provide Consultant surveys to establish reference points for construction (except to the extent provided otherwise in the IPO in question).

(f) Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services under this Agreement.

(g) Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants as the Client deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant. The Consultant shall have no liability to the Client for delays resulting from Client's failure to review documents promptly.

(h) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

(i) Provide such accounting, independent cost estimating and insurance counseling services as the Client may require.

(j) Attend the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.

(n) Give prompt written notice to the Consultant whenever the Client observes or otherwise becomes aware of any development that affects the scope, timing, or payment of Consultant's services, or any defect or nonconformance in any aspect of the Project.

(o) Bear all costs incidental to compliance with the requirements of this paragraph.

(3) Period of Services. The provisions of this section and the rates of compensation for the Consultant provided for elsewhere in this Agreement have been agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Consultant's Services. The Consultant shall begin work timely on each IPO after receipt of a fully executed copy of the IPO in question. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months (cumulatively), the rates of compensation in this Agreement and the IPO shall be renegotiated.

(4) Compensation for Services.

(a) The Consultant's compensation shall be computed on the basis set forth herein, unless otherwise stated in the IPO.

(b) The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(c) If the Consultant's compensation is on an hourly labor fee basis, estimated fees and expenses may be set forth in the IPO in question. Services undertaken or expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

(5) Method of Payment.

(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt and should include the invoice number and DCS project number. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the rate of 12% per annum beginning on the 25th day. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement.

(b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

(c) If the Client objects to any charge on an invoice, it shall so advise the Consultant in writing giving its reasons within fourteen (14) days of receipt of the invoice or all such objections shall be waived and the amount stated in the invoice shall conclusively be deemed due and owing. If the Client objects on only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.

(d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal billing rates, of the time devoted to such proceedings by its employees.

(e) The Client agrees that payment to the Consultant is not subject to any contingency. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing the right of the Consultant to collect additional amounts from the Client.

(6) Use of Documents. All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain

the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) Opinions of Cost. Since the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any and all opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator to make such determination. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services by the Client.

(8) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon seven (7) days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant has the right to immediately terminate this Agreement. In the event of any termination, the Consultant will be paid for all services rendered to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation hereunder is determined on an hourly basis, the amount payable to the Consultant for services so rendered shall be established on the basis of the time and authorized expenses actually incurred on the Project to the effective date of termination. If the Consultant's compensation under this Agreement is a lump sum, upon such termination the amount payable to the Consultant for services rendered will be a proportional amount of the total fee based on a ratio of the services done, as reasonably determined by the Consultant, to the total services which were to have been performed.

(9) Insurance. The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(11) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate of the Consultant and the Consultant's officers, directors, employees, agents, and the Consultant's subconsultants, and any of them, to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, the Consultant's subconsultants or any of them, shall not exceed twice the total compensation received by the Consultant under the IPO in question or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors or materialmen to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 11 shall require the Client to indemnify the Consultant.

(12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or lost profits.

(13) Certifications. The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) Dispute Resolution. All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(15) Hazardous Substances. In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant will stop affected portions of its services.

(16) Construction Phase Services.

(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(17) No Third-Party Beneficiaries: Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement or any claim arising out of the performance of services by the Consultant without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, it will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) Confidentiality. The Client hereby consents to the use and dissemination by the Consultant of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. Notwithstanding the foregoing, with respect to any facts, data or information specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of such identified material.

(19) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. Venue for any legal proceeding under this Agreement shall be in Travis County, Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersede all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both the Consultant and the Client. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any

provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY DCS

BY: _____

BY: 

TITLE: _____

TITLE: Principal

DATE: _____

DATE: 2/20/25

INDIVIDUAL PROJECT ORDER No. 1

Describing a specific agreement between DCS (the Consultant), and West Travis County Public Utility Agency (the Client) in accordance with the terms of the Master Service Contract dated February 20, 2025, which is incorporated herein by reference. The work performed by the Consultant will be done confidentially at all times. No information will be shared or discussed with anyone other than the Client and the Client's specified interested parties unless prior authorization from the Client is received in writing by the Consultant.

Identification of Project: West Travis County Water Treatment Plant - Zebra Mussel Control: Final Design, Bidding, and Construction Administration/Construction Management
DCS Project No: 20101610

Specific Scope of basic Services:

At the request of West Travis County PUA (Client), DCS is proposing to provide professional engineering services for final engineering design, private bidding, and construction administration/construction management of a zebra mussel control system using copper ion dosing at the West Travis County raw water intake/raw waterline. The system will be designed for a 20.0 mgd maximum capacity and installed inside of an existing building where the existing sodium permanganate system is installed. As the WTP expands to its ultimate capacity of 45.0 mgd, a second copper ion dosing system will be installed at the location of the current covered parking area attached to the above-mentioned CMU building. At this time, the plan will be to close in the two open walls, install lighting, ventilation, etc. at a future date. DCS's design will not preclude this from being implemented in the future.

The project will also include relocation of the sodium permanganate system and injection point. DCS has based our level of effort on the assumption that the relocated system will be re-installed within an existing building which can readily accept the equipment and electrical panel to protect them from the elements. The engineer's opinion of most probable construction cost is \$475,000 for the 20.0 mgd copper ion dosing system which includes 20% contingency. Engineering fees are excluded from this cost.

Tasks will include the following:

- Project Management: Provide the project management and administrative support services required to efficiently and effectively accomplish the specified scope of services below.
- Preparation of 30% preliminary design and exhibits for the copper ion dosing system.
- Preparation of final plans and specifications for the copper ion dosing system including tying into existing SCADA system.
- Final design of water and electrical services
- Organize and attend virtual meetings with the Client, government officials, and other interested parties and/or stakeholders regarding the Project.
- Gathering, compiling, and analyzing data and existing infrastructure, and reviewing historical information that is relevant for background information associated with engineering tasks.
- Coordinate with Client for existing issues/concerns, operation/maintenance preferences, and background information.
- Obtain quotes from suppliers of dosing system and prepare an engineer's opinion of most probable construction cost at the conclusion of the preliminary design and at the conclusion of the final design phases.
- Provide implementation schedule for proposed improvements.
- Two meetings with West Travis County PUA staff to review 30% and 90% design prior to finalizing plans and specifications.
- Prepare plans for construction authorized by the Owner. Half size drawings (i.e. 11" x 17" drawings) will be produced for this project. Plans shall be per DCS standard title block and sheet formatting.
- DCS will prepare technical specifications and contract documents for the project.
- Preparation and submittal of plans to TCEQ for the process change including addition of the copper ion solution generator and relocation of the sodium permanganate injection point.
- Submittal of plans and specifications to TCEQ for plan review including responding to agency comments in order to obtain agency approvals.
- Bidding phase services including assisting the Client in preparation of formal contract documents, reaching out to up to six (6) contractors that may be interested in bidding the project, receiving bids from General Contractors, conducting a virtual pre-bid meeting with the contractors, answering bidding questions, preparing a bid tabulation, and issuing a letter of recommendation to award.

- Construction management and administration services including conducting a pre-construction meeting, reviewing shop drawings and material submittals, administering two (2) on-site construction status meetings with contractor to review the progress of the work, responding to requests for information and other construction questions, completing a substantial and final walk through, issuing engineer's concurrence for substantial and final completion, and preparing record drawings.

Additional Services if required:

Additional Services are those that are specifically excluded from this Individual Project Order, but which could become necessary or desired at some time during the project. The Consultant shall perform Additional Services only as authorized to do so by the Client. If the Client requests Additional Services, the Consultant will prepare a specific scope and budget for the services requested for review and approval, prior to initiating the services.

The following items are specifically excluded from our scope of work but can be provided as additional services:

- Design of the sodium permanganate system to include sizing and equipment. DCS scope is limited to indicating the existing equipment to be relocated and reinstalled.
- Evaluating the existing system components outside those impacted by the above-mentioned developments and/or identifying existing system rehabilitation needs.
- Electrical service modifications to accommodate additional load from copper ion generator. It is assumed that the existing WTP building has sufficient power to serve the copper ion generator.
- Revisions to the Construction Plans by Owner or Owner's consultant after receiving prior directions from the Owner or approval of the construction plans by staff.
- Design surveys, boundary surveys, geotechnical investigation, environmental investigation, or construction staking other than those already included in the Scope.
- Management of other consultants other than those already included in this scope, including, but not limited to, geotechnical, environmental, architect, MEP, etc.
- Endangered species or karst feature issues.
- Fire protection engineering services including building sprinkler design and fire flow testing.
- Negotiations with the County, TCEQ, or other parties to resolve protracted disputes regarding the Project.
- Permit fees required by local jurisdictions.
- Processing any variance from the Travis County Development Guide.
- Flood plain modifications, FEMA submittals, offsite hydraulic analysis and design work not specifically included in this Scope of Services.
- Storm Water Pollution Prevention Plan (SWPPP)
- Coordination with electric, gas, telephone, or cable utilities for existing and proposed dry utility installations.

Subconsultants:

- N/A

Schedule:

- Authorization to Proceed: Signing of this Agreement for services shall be authorization by the Client for DCS to proceed with the work. The timeline below is based on the assumption that Authorization to Proceed is received on February 28, 2025.
- The above referenced services will be completed following authorization to proceed as shown in the below timeline.

○ Authorization to Proceed	February 28, 2025
○ 30% Design and OPCC Completion	April 28, 2025
○ Client Approval of 30% Design	May 12, 2025
○ 90% Design Plan Submittal to Client	June 6, 2025
○ Submit Plans and Specifications to Agencies	June 6, 2025
○ 100% Plans and Specifications	July 6, 2025
○ Begin Project Bidding	July 6, 2025
○ Open Bids from Contractors	August 11, 2025
○ Issue Contractor Notice to Proceed	August 25, 2025
○ Anticipated Agency Approvals Completed	September 3, 2025
○ Substantial Construction Completion	February 1, 2026
○ Final Construction Completion	February 21, 2026

Deliverables:

- Final Plans and Specifications
- Preliminary and Final Engineer's Opinion of Most Probable Construction Cost
- Agency Reviews and Approvals

Terms of compensation:

Client shall pay Engineer for services rendered as follows:

- DCS will begin work contingent upon issuance of the authorization to proceed. Client shall pay invoice per Item (5) of the Standard Master Agreement Between Client and DCS for Continuing Professional Services.
- We propose to provide the services described above on a lump sum (LS); or time and material (T&M) fee basis as noted in the table below, by task. Fees in the table are lump sum fees unless noted as time and material with "T&M". Our proposed fees for the above scope of work are shown by task in the table below. The below fees will not be exceeded without prior written approval from Client. On T&M tasks, Staff will be billed separately per the below Standard Hourly Rate Table by Staff Category and utilized as needed. The above referenced services will be performed within the duration discussed above.
- Filing, review, and permitting fees are not included in the above fees and will be paid directly by the Client.

Fee Schedule

Task	Description	Lump Sum Fee
500	Final Design – Copper Ion System	\$23,050.00
501	Final Design – Sodium Permanganate Relocation	\$7,730.00
505	Agency Review and Approval (TCEQ)	\$6,640.00
600	Solicitation of Bids	\$7,040.00
700	Construction Administration & Management	\$11,810.00
	Total Lump Sum Fee =	\$56,270.00

ACCEPTED:

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY

DCS

BY: _____

BY: 11 

TITLE: _____

TITLE: Principal

DATE: _____

DATE: 2/20/25