

ITEM E

**UTILITY CONVEYANCE AGREEMENT BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY
(Headwaters Wholesale Transmission Line and Meter Vault Improvements)**

This Agreement is made and entered into as of the ____ day of _____, 2018, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 12117 Bee Cave Road, Building 3, Suite 120, Bee Cave, Texas 78738 (herein the “Agency”), and **HEADWATERS MUNICIPAL UTILITY DISTRICT OF HAYS COUNTY**, a Texas conservation and reclamation district (herein the “District”).

RECITALS

1. The Agency furnishes water service to the land within its service area, and particularly, provides wholesale treated water service to the District pursuant to that certain Wholesale Water Services Agreement between the Lower Colorado River Authority (“LCRA”) and the City of Dripping Springs (“City”) effective September 15, 2008, as amended (the “Service Agreement”). The Service Agreement was assigned by LCRA to the Agency effective March 19, 2012, and was assigned by the City to the District effective March 9, 2016. The District is presently developing land within the Agency’s service area, and, in connection therewith, District has acquired or caused to be constructed certain water facilities required for the Agency to provide wholesale water services to District in accordance with the Service Agreement.

2. District wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide wholesale treated water service to the District pursuant to the Service Agreement.

AGREEMENT

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Agency and District contract and agree as follows:

1. Definitions.

(a) Construction Contracts: Contracts pursuant to which the Facilities were installed by the contractor as follows:

“Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)” entered into between the WFC Headwaters Owner VII, L.P. and C.C. Carlton Industries, Ltd. dated July 13, 2015.

(b) Facilities: A water transmission line, water master meter, vault and related equipment and appurtenances constructed to serve the District pursuant to the Service Agreement, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on Exhibit “A”, attached hereto and incorporated herein for all purposes.

2. Sale and Purchase. District hereby sells, conveys, transfers, and delivers to Agency all of the Facilities free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, or restrictions. The Facilities being conveyed hereby are more completely described in the plans and specifications described in Section 5 herein, which are incorporated herein by reference.

3. Assignment. District hereby assigns all of its rights under the Construction Contracts related to the Facilities, if any, to Agency and all of its rights, if any, under any performance and payment bonds related to the Facilities and guarantees and warranties executed by the contractor related to the Facilities and all other rights of District pursuant to the provisions of the Construction Contracts related to the Facilities, if any.

4. Representations by District. District represents to Agency that:

(a) Title. All the properties of District covered by this Agreement are hereby conveyed to the Agency, free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, and restrictions.

(b) Rights-of-Way, Easements, etc. District represents, warrants, and guarantees that the Facilities are located in public utility easements. in road rights-of-way as shown on recorded plats, or in those easements described below. District represents that said plats provide easements and rights-of-way that are adequate and sufficient to permit Agency to operate the Facilities, and any easements and rights-of-way held by District in connection therewith are hereby transferred to Agency whether or not expressly described herein.

(c) Additional Easement(s). All of the Facilities that are not located in public utility easements or road rights-of-way as shown on recorded plats are within easements granted to the Agency and described as follows:

- (1) "Permanent Easement" dated May 31, 2016 recorded as Document No. 2016-16017610, Official Public Records of Hays County, Texas.

(d) Possession. District is in possession of the Facilities and no objection to the location or use of the Facilities or adverse claims of title to the lands, easements, rights-of-way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.

(e) Legal Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of District, threatened or affecting the properties to be sold hereunder and there are no pending condemnation proceedings of which District is aware connected with the Facilities or other properties to be conveyed hereunder.

(f) Known Defects. District represents and warrants that the Facilities, including any easements or rights-of-way or other properties to be conveyed hereunder are free of known defects, either legal or technical, that would prohibit Agency's use of the Facilities or other properties to be conveyed hereunder.

(g) Authorization. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by District.

(h) No Violation of Other Contracts. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which District is a party.

(i) "Record" or "As-Built" Drawings and Engineer's Certificate. District or its predecessors in interest have provided Agency with 3 complete sets of "record or as-built" drawings, autocad plans, GPS files noting the location of meter boxes, meters, water services, valves, pump stations, lift stations and storage facilities, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.

5. Plans and Specifications. District warrants and represents that the Facilities are constructed in accordance with the plans and specifications previously approved by the Agency, including those certain plans and specifications prepared by Doucet & Associates for the Headwaters at Barton Creek Subdivision, Phase 1 Improvements dated June 15, 2015.

6. Indemnification. TO THE EXTENT ALLOWED BY TEXAS LAW, DISTRICT HEREBY INDEMNIFIES AND HOLDS HARMLESS AGENCY, ITS REPRESENTATIVES, EMPLOYEES, AND OFFICERS FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, INDEMNITIES, LOSSES, PENALTIES, ATTORNEY FEES AND ANY OTHER KIND OF EXPENSES THAT MAY BE INCURRED BY OR ASSERTED AGAINST AGENCY BY REASON OF CONSTRUCTION OF THE FACILITIES.

7. Expenses. Except as specifically set forth herein, each party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated hereby.

8. Further Assurances. District agrees that from time to time and upon the request of Agency, District will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in Agency and to put Agency in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to Agency the rights and benefits thereof.

9. Authority to Execute. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document

10. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.

11. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the parties hereto. This Agreement embodies the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties.

WITNESS the execution of this Agreement in multiple counterparts, each of equal dignity, effective as of the Effective Date. The Effective Date of this Agreement shall be the date on which it has been signed by both Parties.

{Signature pages to follow}

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of _____, 2018, by Scott Roberts, President of the Board of Directors of West Travis County Public Utility Agency, on behalf of said Agency.

Notary Public Signature

(Seal)

**HEADWATERS MUNICIPAL UTILITY DISTRICT
OF HAYS COUNTY**

By: _____

Name: _____

Title: President

ATTEST:

Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

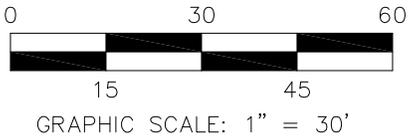
This instrument was acknowledged before me on the ____ day of _____, 2018, by _____, _____ of the Board of Directors of Headwaters Municipal Utility District of Hays County, a Texas conservation and reclamation district, on behalf of said district.

Notary Public Signature

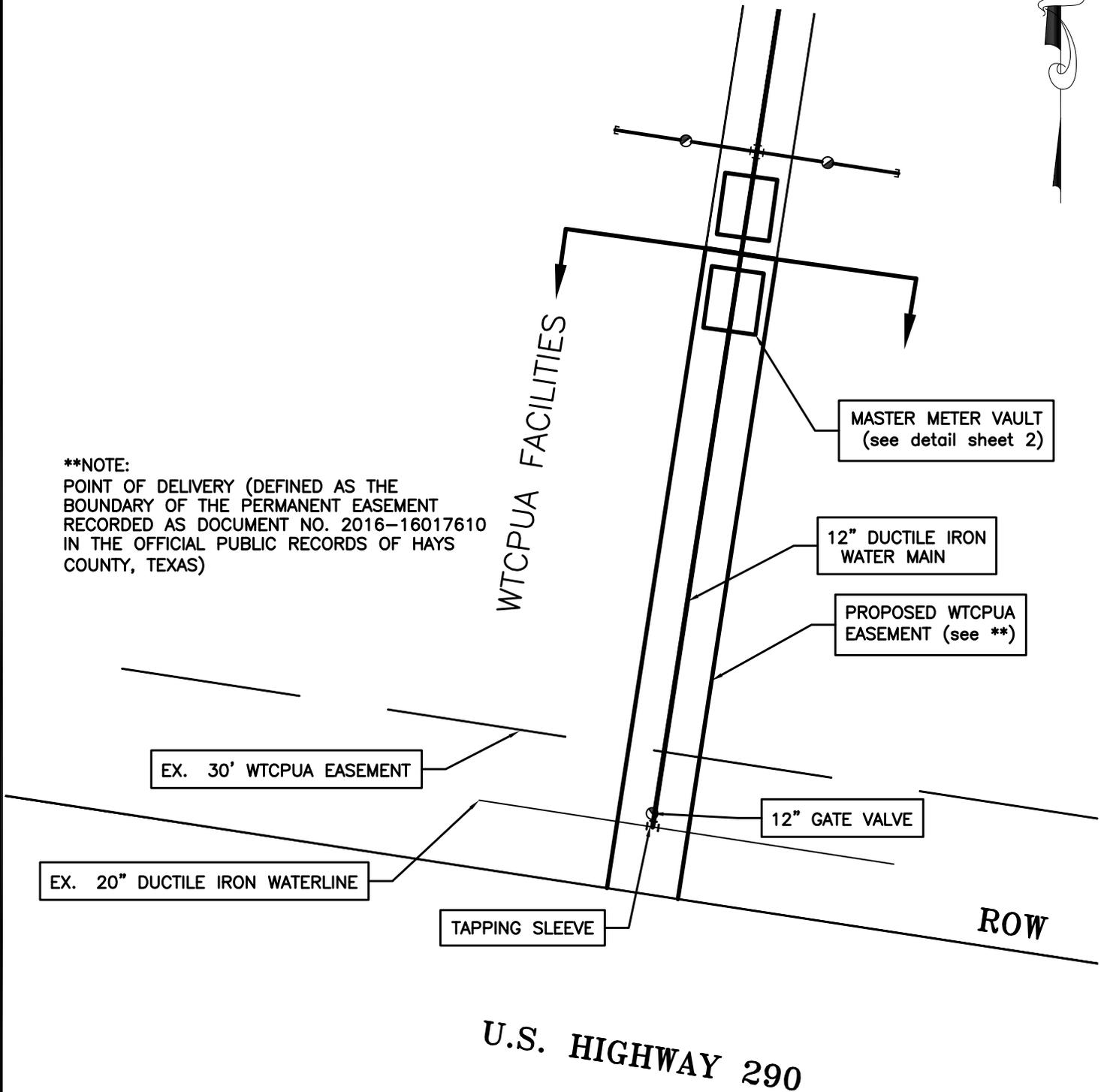
(Seal)

EXHIBIT A – The Facilities

The Facilities consist of the wholesale water transmission line, water master meter, vault and related equipment and appurtenances constructed pursuant to the “Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)” dated July 13, 2015 (the “Construction Contract”) for construction of the Headwaters at Barton Creek Subdivision, Phase 1 Improvements. The Facilities do not include any internal infrastructure constructed under the Construction Contract located on the District’s side of the Master Meter Vault. The Facilities are more particularly described in the attached drawings.



****NOTE:**
POINT OF DELIVERY (DEFINED AS THE
BOUNDARY OF THE PERMANENT EASEMENT
RECORDED AS DOCUMENT NO. 2016-16017610
IN THE OFFICIAL PUBLIC RECORDS OF HAYS
COUNTY, TEXAS)



WTCPUA FACILITIES
DRIPPING SPRINGS, TEXAS



Date:	06/06/2016
Scale:	1"=30'
Drawn by:	SK
Project:	HEADWATERS
Project:	1366-001
Sheet:	1 of 2

8" dia ductile iron
water main
from 12" by 8"
reducer
to master meter

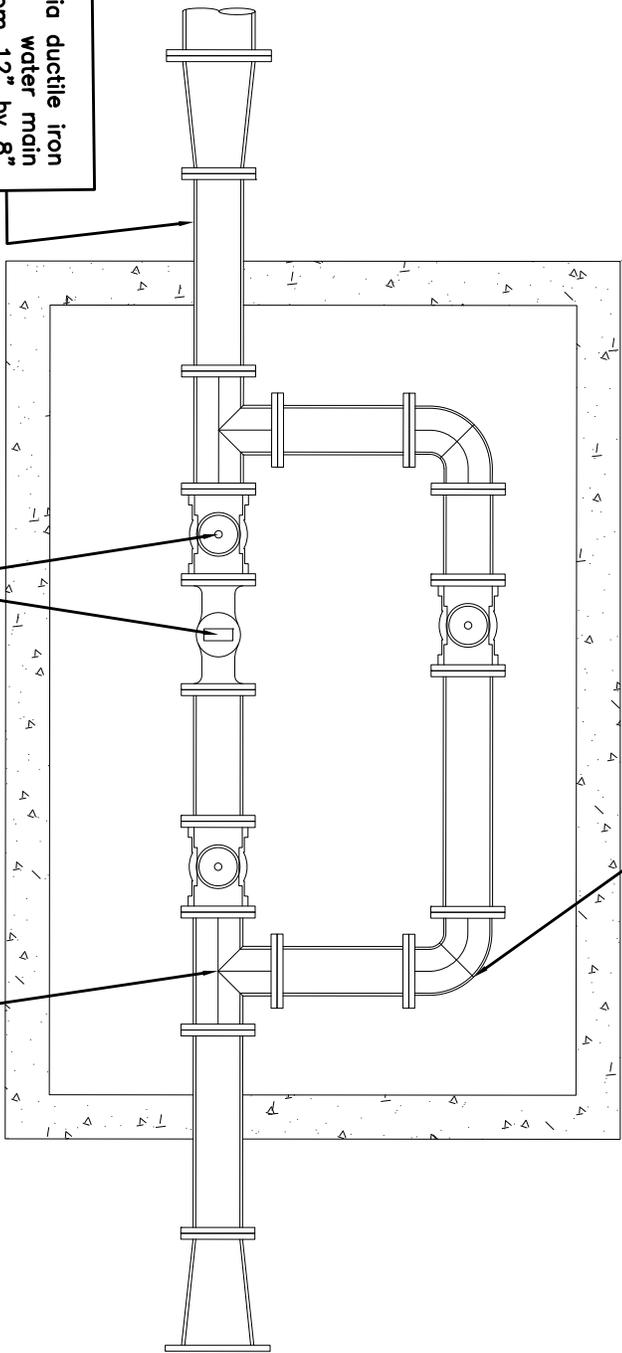
8" gate valve (typ.)
(total 3)

8" octave AMR master
meter

8" ductile iron tee
(typ.)
(total 2)

concrete master meter vault

90° ductile iron
bends (typ.) (total 2)



WTCPUA FACILITIES
DRIPPING SPRINGS, TEXAS



Date:	06/06/2016
Scale:	NTS
Drawn by:	SK
Project:	HEADWATERS
Project:	1366-001
Sheet:	2 of 2

**UTILITY CONVEYANCE AGREEMENT BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
CND-SAWYER RANCH, LLC
(BURBA RANCH)**

This Agreement is made and entered into as of the ____ day of September, 2018, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 12117 Bee Cave Road, Building 3, Suite 120, Bee Cave, Texas 78738 (herein the “**Agency**”), and **CND-SAWYER RANCH, LLC** a Texas limited liability company, whose address is 1111 North Post Oak Road, Houston, Texas 77055 (herein the “**Seller**”).

RECITALS

1. The Agency furnishes water service to the land within its service area, and particularly, the Burba Ranch Subdivision. Seller is presently developing land within the Agency’s service area, and, in connection therewith, Seller has acquired or caused to be constructed water facilities.

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water service to the Burba Ranch Subdivision.

AGREEMENT

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Agency and Seller contract and agree as follows:

1. **Definitions.**

(a) **Construction Contracts:** Contracts pursuant to which the Facilities were installed by the contractor as follows: Land Development Construction Agreement for Burba Ranch dated November 29, 2017 by and between CND-Sawyer Ranch, LLC and Capital Excavation.

(b) **Facilities:** All internal water facilities constructed to serve the Burba Ranch Subdivision, a Subdivision located in Hays County, Texas, and

recorded in Document Number 18021288 of the Official Public Records of Hays County, Texas, and constructed pursuant to the Construction Contracts. The Facilities are more particularly described and depicted on **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

2. **Sale and Purchase.** Seller hereby sells, conveys, transfers, and delivers to Agency all of the Facilities free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, or restrictions. The Facilities being conveyed hereby are more completely described in the plans and specifications described in Section 5 herein, which are incorporated herein by reference.

3. **Assignment.** Seller hereby assigns all of its rights under the Construction Contracts, if any, to Agency and all of its rights, if any, under any performance and payment bonds and guarantees and warranties executed by the contractor and all other rights of Seller pursuant to the provisions of the Construction Contracts, if any.

4. **Representations by Seller.** Seller represents to Agency that:

(a) **Title.** All the properties of Seller covered by this Agreement are hereby conveyed to the Agency, free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, and restrictions.

(b) **Rights-of-Way, Easements, etc.** Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or in road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way that are adequate and sufficient to permit Agency to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to Agency whether or not expressly described herein.

(c) **Additional Easement(s).** All of the Facilities that are not located in public utility easements or road rights-of-way as shown on recorded plats are within easements granted to the Agency.

(d) Possession. Seller is in possession of the Facilities and no objection to the location or use of the Facilities or adverse claims of title to the lands, easements, rights-of-way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.

(e) Legal Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened or affecting the properties to be sold hereunder and there are no pending condemnation proceedings of which Seller is aware connected with the Facilities or other properties to be conveyed hereunder.

(f) Known Defects. Seller represents and warrants that the Facilities, including any easements or rights-of-way or other properties to be conveyed hereunder are free of known defects, either legal or technical, that would prohibit Agency's use of the Facilities or other properties to be conveyed hereunder.

(g) Authorization. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Seller.

(h) No Violation of Other Contracts. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which Seller is a party.

(i) "Record" or "As-Built" Drawings and Engineer's Certificate. Seller or its predecessors in interest have provided Agency with 3 complete sets of "record or as-built" drawings, autocad plans, GPS files noting the location of meter boxes, meters, water services, valves, pump stations, lift stations and storage facilities, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.

5. Plans and Specifications. Seller warrants and represents that the Facilities are constructed in accordance with the plans and specifications previously approved by the Agency.

6. Indemnification. SELLER HEREBY INDEMNIFIES AND HOLDS HARMLESS AGENCY, ITS REPRESENTATIVES, EMPLOYEES, AND OFFICERS FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, INDEMNITIES, LOSSES, PENALTIES, ATTORNEY FEES AND ANY OTHER KIND OF EXPENSES THAT MAY BE INCURRED BY OR ASSERTED AGAINST AGENCY BY REASON OF CONSTRUCTION OF THE FACILITIES.

7. Expenses. Except as specifically set forth herein, each party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated hereby.

8. Further Assurances. Seller agrees that from time to time and upon the request of Agency, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in Agency and to put Agency in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to Agency the rights and benefits thereof.

9. Authority to Execute. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document

10. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.

11. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the parties hereto. This Agreement embodies the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties.

WITNESS the execution of this Agreement in multiple counterparts, each of equal dignity, effective as of the Effective Date. The Effective Date of this Agreement shall be the date on which it has been signed by both Parties.

{Signature pages to follow}

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of September, 2018, by Scott Roberts, President of the Board of Directors of West Travis County Public Utility Agency, on behalf of said Agency.

Notary Public Signature

(Seal)

CND-SAWYER RANCH, LLC

By: DM WEEKLEY, INC., Manager

By: _____
Jim Rado,
Authorized Signatory

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Jim Rado, Authorized Signatory of DM Weekley, Inc., a Delaware corporation, Manager of CND-Sawyer Ranch, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Printed Name: _____
My Commission expires:

EXHIBIT A – The Facilities



LANDESIGN SERVICES, INC.

1220 McNeil Road, Suite 200
Round Rock, Texas 78681
TBPLS Firm No. 10001800
512-238-7901 office

EXHIBIT " A "

METES AND BOUNDS DESCRIPTION

BEING 0.117 OF ONE ACRE (5,116 SQUARE FEET) OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., SITUATED IN THE JAMES B PIER SURVEY, ABSTRACT NO. 362 IN HAYS COUNTY, TEXAS AND BEING A PORTION OF LOT 21, BLOCK C, BURBA RANCH, A SUBDIVISION OF RECORD IN DOCUMENT NO. 18021288, OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS (O.P.R.H.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 60d Nail found for the Northeast corner of said Lot 21, the Northeast corner of Lot 20, said Block C, the Southeast corner of Lot 32, Block A, HIGHPOINTE, PHASE V, SECTION THREE, a subdivision of record in Document No. 17013971 of the O.P.R.H.C.T. and for an external corner of Lot 34, said Block A, from which a 1/2-inch rebar with cap marked "LANDESIGN" found for the Southeast corner of said Lot 20, the Northeast corner of Lot 19, said Block C and in the West line of Lot 37, said Block A, bears South 01°21'49" East a distance of 332.24 feet;

THENCE **South 47°42'11" West** with the common line of said Lot 21 and said Lot 20, a distance of **349.43** feet to 1/2-inch rebar with cap marked "LANDESIGN" found, for the Southeast corner of said Lot 21, the Northwest corner of said Lot 20 and in the Easterly right-of-way line of July Johnson Drive (60' R.O.W.);

THENCE with the South line of said Lot 21 and the Easterly right-of-way line of said July Johnson Drive, along a curve to the **Left**, having a radius of **60.01** feet, an arc length of **15.13** feet, a delta angle of **14°27'01"**, and a chord which bears **North 48°40'44" West** a distance of **15.09** feet to a Calculated Point;

THENCE **North 47°42'11" East** over and across said Lot 21, a distance of **333.52** feet to a Calculated Point in the North line of said Lot 21 and in the South line of said Lot 32, from which a 1/2-inch rebar with cap marked "CBD" found in said North line of Lot 21, for the Southwest corner of said Lot 32 and the Southeast corner of a called 32.348 acre tract described as Tract 2 recorded in Document No. 16037853 of the O.P.R.H.C.T., bears South 88°09'51" West a distance of 138.72 feet

THENCE North 88°09'51" East with the North line of said Lot 21 and the South line of said Lot 32, a distance of 23.11 feet to the POINT OF BEGINNING containing 0.117 of one acre (5,116 square feet) of land, more or less.

This project is referenced for all bearing and coordinate basis to the Texas State Plane Coordinate System, North American Datum of 1983 (NAD83 - 2011 adjustment), South Central Zone (4204).

Bearings, Distances and Areas shown hereon are Surface values represented in U.S. survey feet based on a Grid-to-Surface combined adjustment factor of 1.00008389.

This property description was prepared by an on the ground survey made under my supervision during the month of February 2018.


Travis S. Tabor
Registered Professional Land Surveyor
State of Texas No. 6428

08/29/2018



Job Number: 17-038

Attachments: CAD Drawing: L:\DAVID WEEKLEY\17038-ESTATES AT SAWYER RANCH\DWGS\BR WL ESMT.DWG

Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord
C1	60.01'	15.13'	14°27'01"	N48° 40' 44"W	15.09'

Line Table		
Line #	Direction	Length
L1	N88° 09' 51"E	23.11'
L2	N29° 17' 23"E	24.47'

LOT 32, BLOCK A
HIGHPOINTE, PHASE V,
SECTION THREE
DOC. NO. 17013971
O.P.R.H.C.T.

HM HIGHPOINTE, INC
TRACT 2 (32.348 ACRES)
DOC. NO. 16037853
O.P.R.H.C.T.

JAMES B PIER SURVEY
ABSTRACT NO. 362

BURBA RANCH
DOC. NO. 18021288
O.P.R.H.C.T.

N47°42'11"E 333.52'
S47°42'11"W 349.43'

0.117 OF ONE ACRE
(5,116 SQUARE FEET)
15' WATER LINE EASEMENT

JULY JOHNSON DR.
(60' R.O.W.)



GRAPHIC SCALE

THIS PROJECT IS REFERENCED FOR ALL BEARING AND COORDINATE BASIS TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD83 - 2011 ADJUSTMENT), SOUTH CENTRAL ZONE (4204).

DISTANCES SHOWN HEREON ARE SURFACE VALUES REPRESENTED IN U.S. SURVEY FEET BASED ON A GRID-TO-SURFACE COMBINED ADJUSTMENT FACTOR OF 1.00008389.

O.P.R.H.C.T.

LEGEND

- ⊙ 1/2-INCH REBAR WITH CAP STAMPED FOUND
- ▲ 60D NAIL FOUND
- △ CALCULATED POINT NOT SET
- O.P.R.H.C.T. OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS

JOB NUMBER: 17-038		DATE: 08/29/2018	
PROJECT NAME: BURBA RANCH			
DRAWING NAME: BURBA RANCH WL ESMT.DWG			
DRAWING FILE PATH: DAVID WEEKLEY\17038-ESTATES AT SAWYER RANCH\DWGS			
METES AND BOUNDS FILE PATH: DAVID WEEKLEY\17038-ESTATES AT SAWYER RANCH\M&B\BR WL ESMT.DOC			
RPLS: TST	TECH: HAS	PARTY CHIEF: AG	CHK BY: TST
SHEET 03 of 03		SCALE: 1" = 60'	



**LANDESIGN
SERVICES, INC.**

1220 MCNEIL ROAD, SUITE 200
ROUND ROCK, TX 78681
TBPLS FIRM NO. 10001800
512-238-7901

**UTILITY CONVEYANCE AGREEMENT BETWEEN
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY
AND
SUNSET CANYON BAPTIST CHURCH**

This Agreement is made and entered into as of the ____ day of _____, 2018, by and between **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY**, a public utility agency operating pursuant to Chapter 572, Texas Local Government Code, whose address is 12117 Bee Cave Road, Building 3, Suite 120, Bee Cave, Texas 78738 (herein the “**Agency**”), and **SUNSET CANYON BAPTIST CHURCH**, whose address is 4000 Highway 290 East, Dripping Springs, Texas 78620 (herein the “**Seller**”).

RECITALS

1. The Agency furnishes water service to the land within its service area, and particularly, Lot 234 of the Sunset Canyon subdivision. Seller is presently developing land within the Agency’s service area, and, in connection therewith, Seller has acquired or caused to be constructed water facilities.

2. Seller wishes to convey and Agency wishes to take title to such facilities so that the Agency can provide water service to Lot 234 of the Sunset Canyon subdivision.

AGREEMENT

For and in consideration of the premises and of the mutual obligations, covenants, and benefits hereinafter set forth, Agency and Seller contract and agree as follows:

1. **Definitions.**

- (a) Construction Contracts: Contracts pursuant to which the Facilities were installed by the contractor as follows:

Sunset Canyon Baptist Church, 8/30/2017

- (b) Facilities: All internal water facilities constructed to serve Lot 234 of the Sunset Canyon subdivision, a subdivision located in Hays County, Texas, and recorded in Volume 2, Page 285 of the Official Public Records of Hays County, Texas, and constructed pursuant to the Construction

Contracts. The Facilities are more particularly described and depicted on **Exhibit "A"**, attached hereto and incorporated herein for all purposes.

2. **Sale and Purchase.** Seller hereby sells, conveys, transfers, and delivers to Agency all of the Facilities free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, or restrictions. The Facilities being conveyed hereby are more completely described in the plans and specifications described in Section 5 herein, which are incorporated herein by reference.

3. **Assignment.** Seller hereby assigns all of its rights under the Construction Contracts, if any, to Agency and all of its rights, if any, under any performance and payment bonds and guarantees and warranties executed by the contractor and all other rights of Seller pursuant to the provisions of the Construction Contracts, if any.

4. **Representations by Seller.** Seller represents to Agency that:

(a) **Title.** All the properties of Seller covered by this Agreement are hereby conveyed to the Agency, free and clear of all liens, claims, encumbrances, options, charges, assessments, reservations, and restrictions.

(b) **Rights-of-Way, Easements, etc.** Seller represents, warrants, and guarantees that the Facilities are located in public utility easements or in road rights-of-way as shown on recorded plats. Seller represents that said plats provide easements and rights-of-way that are adequate and sufficient to permit Agency to operate the Facilities, and any easements and rights-of-way held by Seller in connection therewith are hereby transferred to Agency whether or not expressly described herein.

(c) **Additional Easement(s).** All of the Facilities that are not located in public utility easements or road rights-of-way as shown on recorded plats are within easements granted to the Agency.

(d) **Possession.** Seller is in possession of the Facilities and no objection to the location or use of the Facilities or adverse claims of title to the lands, easements, rights-of-way, licenses, permits, or leases on which the Facilities are situated is presently being asserted by any person or persons.

Utility Conveyance Agreement
Sunset Canyon Baptist Church

(e) Legal Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of Seller, threatened or affecting the properties to be sold hereunder and there are no pending condemnation proceedings of which Seller is aware connected with the Facilities or other properties to be conveyed hereunder.

(f) Known Defects. Seller represents and warrants that the Facilities, including any easements or rights-of-way or other properties to be conveyed hereunder are free of known defects, either legal or technical, that would prohibit Agency's use of the Facilities or other properties to be conveyed hereunder.

(g) Authorization. This Agreement, the transactions contemplated herein, and the execution and delivery of this Agreement have been duly authorized by Seller.

(h) No Violation of Other Contracts. This Agreement, and the warranties, representations, and covenants contained herein, and the consummation of the transactions contemplated herein will not violate or constitute a breach of any contract or other agreement to which Seller is a party.

(i) "Record" or "As-Built" Drawings and Engineer's Certificate. Seller or its predecessors in interest have provided Agency with 3 complete sets of "record or as-built" drawings, autocad plans, GPS files noting the location of meter boxes, meters, water services, valves, pump stations, lift stations and storage facilities, together with a certificate by a registered professional engineer that the Facilities were constructed as indicated on the drawings.

5. Plans and Specifications. Seller warrants and represents that the Facilities are constructed in accordance with the plans and specifications previously approved by the Agency.

6. Indemnification. SELLER HEREBY INDEMNIFIES AND HOLDS HARMLESS AGENCY, ITS REPRESENTATIVES, EMPLOYEES, AND OFFICERS FROM AND AGAINST ANY AND ALL LIENS, CLAIMS, DEBTS, CHARGES, INDEMNITIES, LOSSES, PENALTIES, ATTORNEY FEES AND ANY OTHER KIND OF EXPENSES THAT MAY BE INCURRED BY OR ASSERTED AGAINST AGENCY BY REASON OF CONSTRUCTION OF THE FACILITIES.

Utility Conveyance Agreement
Sunset Canyon Baptist Church

7. Expenses. Except as specifically set forth herein, each party shall pay its own expenses incident to carrying this Agreement into effect and consummating all transactions contemplated hereby.

8. Further Assurances. Seller agrees that from time to time and upon the request of Agency, Seller will execute and deliver such other instruments of conveyance and transfer and take such other action as may be reasonably required to more effectively convey, transfer to, and vest in Agency and to put Agency in possession of all of the Facilities conveyed, transferred, and delivered hereunder, and, in the case of contracts and rights, if any, which cannot be transferred effectively without the consent of other parties, to obtain such consents and take such other action as may be reasonably necessary to assure to Agency the rights and benefits thereof.

9. Authority to Execute. By their execution, each of the individuals executing this Agreement on behalf of a party represents and warrants to the other party that he or she has the authority to execute the document in the capacity shown on this document

10. Representations Survive Conveyance. The agreements and representations made by the parties to this Agreement shall survive the conveyance of the Facilities.

11. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and can be changed or terminated only by an agreement in writing signed by the parties hereto. This Agreement embodies the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties.

WITNESS the execution of this Agreement in multiple counterparts, each of equal dignity, effective as of the Effective Date. The Effective Date of this Agreement shall be the date on which it has been signed by both Parties.

{Signature pages to follow}

Utility Conveyance Agreement
Sunset Canyon Baptist Church

**WEST TRAVIS COUNTY PUBLIC UTILITY
AGENCY**

By: _____
Scott Roberts, President
Board of Directors

Date: _____

ATTEST:

Ray Whisenant, Secretary
Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ day of September, 2018, by Scott Roberts, President of the Board of Directors of West Travis County Public Utility Agency, on behalf of said Agency.

Notary Public Signature

(Seal)

Utility Conveyance Agreement
Sunset Canyon Baptist Church

SUNSET CANYON BAPTIST CHURCH

By: _____
Dr. Lonny Poe, Senior Pastor

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2018, by Dr. Lonny Poe, Senior Pastor of Sunset Canyon Baptist Church, on behalf of said Church.

Notary Public, State of Texas

Printed Name: _____
My Commission expires:

Utility Conveyance Agreement
Sunset Canyon Baptist Church

EXHIBIT A – The Facilities

EXHIBIT A
Materials List
SUNSET CANYON BAPTIST CHURCH
4000 EAST US-290, DRIPPING SPRINGS, TX 78620

ITEM	DESCRIPTION	QUANTITY	UNIT
A. PUBLIC WATER IMPROVEMENTS			
A.1	Furnish and Install 8" X 8" Full Body taping Sleeve Connection to Existing 8" Line	1	LF
A.2	Furnish and Install 8-Inch C-900 DR-14 (or Higher) Fire Line Including Pipe, Fittings, Restraints and all other Appurtenances (all depths)	204	LF
A.3	Furnish and Install 6-Inch C-900 DR-14 (or Higher) Fire Line Including Pipe, Fittings, Restraints and all other Appurtenances (all depths)	70	LF
A.4	Furnish and Install 3-Inch C-900 DR-14 (or Higher) Fire Line Including Pipe, Fittings, Restraints and all other Appurtenances (all depths)	6	EA
A.5	Furnish and Install 8" Gate Valve	1	EA
A.6	Furnish and Install 8" Gate Valve w/ Locking Lid	2	EA
A.7	Furnish and Install 6" Isolation Valve in Box	1	EA
A.8	Furnish and Install Standard Fire Hydrant Assembly, Including 8" Pipe, Fittings, Restraints, Valves, Hydrant, Storz adapter and all required appurtenances	2	EA
A.9	Furnish and Install Standard Fire Hydrant Assembly, Including 6" Pipe, Fittings, Restraints, Valves, Hydrant, Storz adapter and all required appurtenances	1	EA
A.10	Furnish and Install 2" Domestic Meter and Meter Box	1	EA
A.11	Furnish and Install 8" Double Check Back Flow Preventer in Vault	1	EA
A.12	Trench Safety Systems for Water Line	274	LF
A.13	Pressure Pipe Hydrostatic Testing	1	LS

Note: Todd M. Simmang, PE is providing this Exhibit A as requested by West Travis County Public Utility Agency. Based on a site visit performed by Todd Simmang on July 2, 2018 it appears that the Site Development (Civil Portion) of the project was constructed in general conformance with the Site Development Plans for Sunset Canyon Baptist Church signed and sealed by Joel R. Bock, PE on July 17, 2017. This Exhibit is the materials list that was provided in the original signed and sealed construction plans for the project.


Todd M. Simmang
 8/23/18

ITEM F

PROPOSAL

West Travis Public Utility Agency Annual Service Agreement

Date: August 28, 2018

To: West Travis PUA

Attention: Trey Cantu

Proposal Reference: West Travis PUA Annual Service Agreement

DESCRIPTION OF MATERIALS AND SERVICES

Material to be furnished by Dedicated Controls LLC.

1. TBD throughout course of agreement

Services to be provided by Dedicated Controls LLC.

1. To provide, on an as needed basis, services for various tasks related to controls, automation, instrumentation, and/or integration as requested.
2. One year parts and labor warranty on services provided.

Proposal Clarifications:

1. Pricing does not include sales tax or bonding cost.
2. Invoicing shall be structured on a time and materials basis utilizing rates as identified in this agreement (**Attachment A**). Invoices will be generated as needed.

Price Total (Not to exceed during this agreement): \$25,000.00

We appreciate the opportunity and look forward to providing services for the above scope of work. Thank you and please feel free to call if there are any questions.

Regards,

David Bounds

David Bounds
General Manager
Dedicated Controls LLC
Office: 972-736-2880
Cell: 972-632-8716
Email: David@dedicatedcontrols.com

Authorized representative's signature and date for approval of
project: _____.

Attachment A

Service Policies

Effective 8/17/2018

Service calls thru out Texas will be limited to a maximum of 3 hours charge for drive time each way regardless of emergency or non-emergency status.

In some instances customers may receive the standard rate instead of the emergency rate when responding to an emergency request. This will be determined by the service tech and the circumstances of the associated service call.

Offsite support is free of charge for the first 30 minutes. Offsite support that exceeds 30 minutes is invoiced accordingly at the rates indicated in this document. Offsite support is generally defined as activity requiring a remote connection.

Invoices are based on time and material.

Standard rate for one service tech.....	\$115.00 per hr
Standard rate for two man crew.....	\$170.00 per hr
Emergency rate for one service tech.....	\$195.00 per hr
Emergency rate for two man crew.....	\$295.00 per hr

Specialty Personnel Rates

Senior Level Programmer.....	\$165.00 per hr
Standard Level Programmer.....	\$145.00 per hr

ITEM G

BID TAB
WTCPUA METER REPLACEMENT PROJECT
31-Aug-18
2:00 P.M.

<u>BIDDER</u>	<u>GRAND TOTAL COST</u>	<u>ALT-1</u>
VANGUARD UTILITY SERVICE, INC. 1421 W. 9TH STREET OWENSBORO, KY 42301	\$185,385	N/A
PROFESSIONAL METERS, INC. 3605 NORTH STATE ROUTE 47, SUITE E MORRIS, IL 60450	BID SHEET NOT INCLUDED WITH PROPOSAL	N/A
RTS WATER SOLUTIONS 9420 NW 63RD STREET, SUITE 6 PARKVILLE, MO 64152	\$148,943.06	-\$14,825.00
WTCPUA COST ESTIMATE: \$300,000		

BID BOND
INCLUDED
(Y/N)
Y

Y

Y



Headquarters:

9420 NW 63rd St

Suite 6

Parkville, MO 64152

Tel: 816-880-6600

Offices:

Denver, CO

Valparaiso, IN

Parkville, MO

Knoxville, TN

Hershey, PA

Scottsdale, AZ

Bloomfield Hills, MI

Winter Park, FL

Laurel, MS

Granbury, TX

Gambrills, MD

Bid Submitted to:

West Travis County Public Utility
Agency

Water Meter Replacement Project

August 31, 2018



Section 1. Executive Summary

RTS Water Solutions, LLC (RTS) is pleased to submit a proposal to West Travis County Public Utility Agency (WTCPUA) for the AMR Water Meters project. RTS welcomes the opportunity to offer our services and expertise for this project. RTS is a premier AMI/AMR meter design and installation company that has experience working across the country and in the State of Texas. RTS has successfully completed contracts totaling \$108 million in work over the last fifteen (15) years. You can see from our experience provided in the response we have installed thousands of water meters and AMI endpoints across the country. As a result, our engineers, project managers, and installers have the experience to execute a project like this.

Engineering:

We have professional Engineers on staff that have over 20+ years of experience and currently hold Professional Engineering licenses in seven (7) states: Missouri, Kansas, Georgia, Tennessee, Kentucky, West Virginia, and Pennsylvania. Our engineering/design team understands the complexity of the requirements outlined in the RFP. They will provide the technical expertise required to execute the full deployment of the replacement of all the meters and the AMR system.

Onsite Project Management:

The project will be assigned to an RTS Operations Manager. The operations manager will be responsible for staffing, schedules, logistics, billing, customer service, and all other construction related activities. The project will be staffed with an onsite Project Manager. The project manager is dedicated to the project and will remain on site any time there are construction related activities ongoing. They are there to facilitate the work crews, manage the schedule, and communicate with the City.

Installation Crew:

The installation crews are RTS employees. All our employees must meet defined qualifications and go through a hiring process. This process includes: background checks, drug screening, OSHA safety, receipt and acknowledgement of employee handbook, and training. Once these items have been accomplished, the employee is assigned to a project and the foreman will continue to work with them until they have met satisfactory benchmarks. RTS has an extensive labor force and defined positions. Labor 1, Labor 2, Foreman 1, Foreman 2, Project Manager, etc. RTS will conduct hiring campaigns to hire local labor and meet manpower requirements.

RTS operates out of Parkville, MO and is owned by DFW Capital Partners which has the financial backing to implement contracts of this size. We have great financial strength and can bond an individual project up to \$50 million and a total aggregate of \$125 million. RTS is committed to providing the financial strength, operational support, internal manpower, office support, and technical expertise to make this a successful project for WTCPUA. This response will demonstrate those qualifications and define our capabilities to be a strategic partner for the implementation of the project.

WTCPUA Water Meter Replacement Project

RTS has a strong presence in the State of Texas and a regional office in Austin. Kyle Kline is our Regional Manager and will be available during the entire process. Russell Pruitt holds our plumbing license in the State of Texas and lives in Granbury, TX. Russell is a master plumber and his role is to provide quality control for all our projects. Our company has completed many constructions projects in Texas and we have extensive resources to meet your guidelines.

I have attached our Texas Plumbing License.

On behalf of RTS Water Solutions, I would like to thank you for your review. We would welcome the opportunity to review our proposal with you and look forward to a favorable response. RTS accepts all terms and conditions as stated in the RFP.

Should you have any questions regarding this proposal, please do not hesitate to contact me directly at 913-998-4263 or via email at tphillips@rtswater.com.

Respectfully submitted,

A handwritten signature in black ink that reads 'Torie R. Phillips'. The signature is written in a cursive style and is positioned above a horizontal line.

Torie R. Phillips
Director
tphillips@rtswater.com
Direct: 913-998-4263

Section 2. Corporate Overview and Project Team

RTS Water Solutions is a division of Envocore. Envocore and family of companies have been in the energy savings, utility metering, construction industry for over 20 years. Our combined companies have over 400 employees across the country and have successfully implemented 3,400 projects in 31 states.

I have included resumes for the individuals who will be directly involved with implementing the project. See below.

RTS List of Similar Projects

- The list of RTS projects below is a brief introduction to the experience our company has performing community-wide, meter replacement projects. We have installation experience with both Advanced Meter Reading (AMR) and Advanced Metering Infrastructure (AMI) systems with all the major manufacturers.

Project Name	Project State	Project Type	Number of Meters	MFG	AMR/AMI
City of Brooksville Water Meters	FL	Water Meter	4,700	Neptune	AMR
Rocky Ford Meter Project	CO	Water Meter	1,500	Sensus	AMR
Effingham Water Meters	IL	Water Meter	1,500	Neptune	AMR
Chesapeake City	MD	Water Meter	650	Master Meter	AMR
City of Jal	NM	Water Meter	900	Sensus	AMR
City of Fowler	CO	Water Meter	6	Master Meter	AMR
City of Cassville	MO	Water Meter	2,500	Sensus	AMI
City of Kearney Water Meters	MO	Water Meter	3,500	Sensus	AMI
City of Greenup	IL	Water Meter	800	Neptune	AMR
Sanger CA Water Meters	CA	Water Meter	6,500	Sensus/Itron	AMI
City of Casey Meters	IL	Water Meter	1,500	Neptune	AMR
Denver City Meters	TX	Water & Gas Meter	2,500	Neptune/Itron/Master Meter	AMR
City of Cameron Water Meters	MO	Water & Electric Meter	3,200	Badger/Itron	AMI
Silver City Meters	NM	Water Meter	6,500	Metron	AMI
New Century Meters	KS	Water Meter	86	Neptune	AMI
City of El Monte Meters	CA	Water Meter	5,500	Metron	AMI
Buffalo Grove Meter Project	IL	Water Meter	15,000	Sensus	AMI
Battle Ground Water Meter	WA	Water Meter	5,500	Hersey/Itron	AMR
Glenview Meter Project	IL	Water Meter	16,000	Sensus	AMI
Palatine Meter Project	IL	Water Meter	19,000	Sensus	AMI
City of Smithville	TX	Water & Electric Meter	1,500	Hersey/Mueller	AMR
DeKalb County	MO	Water Meter	3,500	Neptune	AMR
Eudora KS Water Meters	KS	Water Meter	2,400	Sensus	AMI
City of Bowie	TX	Water Meter	3,200	Badger	AMI
Wichita Falls Texas	TX	Water Meter	38,000	Sensus/Master Meter	AMI
City of Shelbina	MO	Water, Gas, & Electric Meter	1,900	Badger/Itron	AMI
City of Maryville Meter	MO	Water Meter	4,300	Sensus	AMI
City of Gainesville	TX	Water Meter	900	Neptune	AMR
City of Roswell Meter	NM	Water Meter	18,000	Kamstrup/Itron	AMI
City of Everman Meter	TX	Water Meter	3,500	Kamstrup/Itron	AMR
City of Cordry-Sweetwater	SC	Water Meter	1,200	Sensus	AMR
City of Plainfield	IN	Water Meter	4,300	Sensus	AMI

TROY D. KNIGHT, P.E. – RTS Water Solutions

BACKGROUND / EXPERIENCE

RTS Water Solutions – Kansas City, MO

12/2002 to Present

President

As President and Managing Member of RTS Water Solutions, Mr. Knight is responsible for the overall direction and profitability of the company. Mr. Knight's experience in managing projects and in Operation's Staff for a national Energy Service Company (ESCO) make him uniquely qualified to provide effective solutions to the ESCO market.

Viron Energy Services – Overland Park, KS

9/97 to 1/2003

Vice President of Operations

Prior to starting RTS Water Solutions, Mr. Knight was the Vice President of Operations for Viron Energy Services. In this position he managed an operations staff that served the Eastern half of the United States with staff the following locations:

Overland Park, KS, Nashville, TN, Fort Lauderdale, FL, Memphis, TN, Evansville, IN, Columbus, OH, Troy, MI, Lansdale, PA, Syracuse, NY, Rockville, MD

As part of the Executive Management team for Viron Energy Services, his duties included overall responsibility for the profitability of the region, customer satisfaction, risk management, budget compliance, sales support, policy creation for the operations department, and long-range planning and direction of the company. He was also responsible for managing Viron's CAD department. Significant projects that were implemented under his management or that had been awarded included, but were not limited to, the University of Kansas, the City of Jacksonville (FL), SUNY Buffalo, and the Atlanta Housing Authority.

Director of Operations – Southern Region

Prior to his becoming Vice President, his responsibilities were relegated to the Southern part of the United States. He assumed this position in January of 2001. Under his supervision, the financial performance of the Southern Region increased by over twenty percent in 2001 from the previous year for both revenue and margin. This growth occurred as he initiated several significant project team-management changes as well as rectifying several underperforming projects. The responsibilities of this position were like those he held as Vice President.

Senior Project Manager

Prior to assuming the responsibilities of Director of Operations, Mr. Knight was a Senior Project Manager responsible for managing a team of twelve energy professionals in the pursuit and implementation of energy projects.

The responsibilities for this position included the day to day management of a project team including project scheduling, project reporting, conducting of energy audits, detailed engineering of energy systems, participation in sales activities, and various administrative duties. Several significant projects were completed by Mr. Knight's team including the University of Maryland – Baltimore County, St. Joseph Schools (MO), and the development of the Offutt Air Force Base (NE) account that has since resulted the signing of nine task orders for the base.

WTCPUA Water Meter Replacement Project

Project Manager

Prior to becoming a Senior Project Manager, Mr. Knight served at Viron Energy Services as a Project Manager. During this time, he oversaw the day-to-day management of HVAC, water conservation, lighting, and building infrastructure retrofit projects associated with performance contracting.

Black and Veatch – Overland Park, KS

5/92 to 9/97

Mechanical Engineer

Mr. Knight's primary duties included project engineer responsibilities for Black & Veatch's automated electrical generating plants performance system, performance testing of new and existing fossil fuel electrical generating plants and their associated equipment, and electrical generating efficiency studies. This work included the application of ASME power test codes to specific plant applications to assess the operating efficiency of plant equipment.

Oklahoma Gas and Electric – Oklahoma City, OK

12/89 to 5/92

Plant Engineer

As a Plant Engineer for Oklahoma Gas and Electric, Mr. Knight was responsible for various aspects of power plant engineering including performance testing, capital improvement projects, plant predictive maintenance, and environmental regulation compliance associated with PCB's.

Russell George, P.E. - Director of Operations

Education and Certifications

Professional engineer, licensed in states of Tennessee, Kentucky, West Virginia, and Pennsylvania
 Certified energy manager (CEM), Association of Energy Engineers
 Certified Plant Maintenance Manager (CPMM), Association for Facilities Engineering
 LEED Accredited Professional, Existing Buildings – O&M, USGBC

Skills & Abilities

Management

- Managed groups of engineers as project lead and in direct supervisory capacity
- Led cross-functional teams in the development of multiple components of bundled sales
- Supervised and coordinated work groups of skilled labor and staff more than 150 people

Engineering

- Performed Detailed Energy audits
- Created scopes of work with associated savings and costs
- Drafted business case analysis for recommended scopes of work

Sales

- Sales team member targeted customers, qualified viable opportunities, delivered presentations, isolated and reviewed sales documentation.
- Delivered presentations to varied targets including municipal governing bodies, business executive groups, industry groups

Communication

- Regularly delivered presentations to economic buyers or chief officer clients.
- Participated in transition meetings with Operations to ensure project scopes and objectives, timelines and customer requirements were properly understood.
- Coordinated sales and engineering meetings, conference calls, internal and external presentations

Experience

JOHNSON CONTROLS | 2007-2017

Positions Held:

Market Manager

Market Team Engineering Manager

Resource Engineering Manager

Project Development Engineer

Duties Included:

- Performing detailed energy audits
- Calculating savings, costs, effects of financing, etc.
- Preparing economic business case analysis
- Drafting audit reports, RFP/RFQ responses, and contracts
- Leading teams of engineers on complex projects
- Providing direct management and supervision of engineers
- Technical Sales Consultant

ARAMARK | 2000-2007

Positions Held:

Director, Facility Services, UT Health Science Center

WTCPUA Water Meter Replacement Project

Manager, Facility Services, Memphis City Schools

Duties Included:

- Directed all functions within Mechanical Services, Building Services,
- Custodial and Grounds Services at the University of Tennessee Health Science Center in Memphis, TN
- Managed five departments within Facility Services Division for MCS

W. HEATH PRUITT, Operations Manager**SUMMARY**

Organized, self-motivated professional with over 20 years of experience in plumbing, HVAC and underground waterworks industries. Experienced in all facets of inside sales, outside sales, customer service and training with superior product knowledge

Operations Manager – 04/2015 - Present**RTS Water Solutions – Parkville, MO**

- Improve the operational systems, processes and policies in support of organizations mission -- specifically, support better management reporting, information flow and management, business process and organizational planning.
- Manage and increase the effectiveness and efficiency of Field Services, through improvements to each function as well as coordination and communication between support and business functions.
- Play a significant role in long-term planning, including an initiative geared toward operational excellence.
- Management of agency budget in coordination with the Metering Director.
- Development of individual program budgets
- Invoicing to funding sources, including calculation of completed units of service.
- Regular meetings with Metering Director around fiscal planning.
- Supervise and coach Field Management on a weekly basis.

Account Manager/Outside Sales, 01/2014 to 04/2015**Winnelson Supply – Granbury, TX**

- Prioritized tasks and projects to meet tight deadlines.
- Contacted new and existing customers to discuss how their needs could be met through specific products and services.
- Quote projects based on plans, specs and local/state codes
- Purchased material and coordinate the delivery of material based on the project schedule.
- Monitored market activity and quoted pricing to maintain healthy profit margins.
- Oversaw sales forecasting, goal setting and performance reporting for all accounts.

Branch Manager/Outside Sales, 01/2010 to 01/2014**Morrison Supply Company – Granbury, TX**

- Supervised staff of 7 to 11 associate
- Creating a sales and gross profit budget for the branch and implementing a business plan to meet and/or exceed weekly, monthly and annual sales and gross profit goals.
- Contacted new and existing customers to discuss how their needs could be met through specific products and services.
- Quoted prices, credit terms and other bid specifications.
- Approved all sales staff budget expenditures.

WTCPUA Water Meter Replacement Project

Commercial Account Manager, 10/2000 to 12/2009

Ferguson Enterprises – Dallas TX/Lubbock TX

- Contacted new and existing customers to discuss how their needs could be met through specific products and services.
- Provided quotes, submittals and other bid specifications for commercial plumbing and HVAC projects (schools, hospitals correctional facilities, etc.) based on plans and specs.
- Prioritized tasks and projects to meet tight deadlines.
- Prospected and conducted face-to-face sales calls with business executives and directors throughout assigned territory.
- Extensive commercial product knowledge training to supply customers with up to date knowledge of new and existing products that best fit their needs

Inside Sales, 12/1997 to 10/2000

Ferguson Enterprises – Euless, TX

- Wrote sales contracts for orders obtained and submitted orders for processing.
- Answered customers' questions regarding products, prices and availability.
- Prioritized daily workflows, including all inbound calls, quotes and sales-related inquiries.
- Quote and order material for projects, coordinate shipping of material based on project schedule.

Job Superintendent, 05/1995 to 12/1997

Southland Construction – Dallas, TX

- Prepared and followed through on all required punch lists.
- Determined the project schedule, which included the sequence of all construction activities.
- Scheduled all contractors and materials deliveries.
- Conducted all critical pre-installation conferences with general contractors, subcontractors, consultants and manufacturer's representatives.

Collin Gowin, Project Manager – RTS Water Solutions**Proposed Project Manager****Summary**

Extensive experience in management of people and projects with a strong background in water meters installation and AMR/ AMI technology implementation. Consistent results with projects coming in on schedule and under/meeting budget requirements. Vast knowledge of utility plumbing and exterior construction with strong professional communication skills.

Experience**RTS Water Solutions, Project Manager, December 2015-Present**

- Responsible for more than 70,000 AMI/ AMR endpoint deployments including Itron, Aclara, Neptune, Sensus, Badger, and Mueller systems (Hersey).
- Thorough knowledge and experience of water meter installation, maintenance and repair up to 10" in size, plumbing on all sizes of meters, and live fixes.
- Development and implementation of water meter accuracy testing, including the development of automated spreadsheets calculating weighted accuracy according to AWWA M6 standards.
- Assisted with development of automated meter installation tracking database to streamline work flow. Current version of database uses extensive algorithms to compare city and manufacturer data to check for inconsistencies and accuracy within field collected data.
- Extensive knowledge of MS Office programs including, Access and Excel.
- Knowledge of a variety of utility billing software programs.
- Develop and manage relationships between customers and project partners.

Professional Meters Inc., Installer, June 2012 – December 2015**Training and Education**

- Bachelor's in Marketing, Business Administration Minor - Blackburn College

Certifications

- Confined Space Training
- OSHA 30 Hour Safety Course
- CPR & First Aid
- Current Driver's License

WTCPUA Water Meter Replacement Project

Project References

- These client references come from 6 (six) different sources of work RTS Water has performed within the past 5 (five) years.

Reference 1:

Project:	Silver City Water Metering Project
Client:	City of Silver City, NM
Location:	Silver City, NM
Contact:	Chris McNeil – Water Superintendent
Phone:	575-538-1291
Email:	cmcneil@silvercitymail.com
Contract Value:	\$2.875 Million
Contract Period:	November 2015 - July, 2016
Completion Date:	July, 2016

Reference 2:

Project:	Water Meter Performance Contracting Project
Client:	City of Wichita Falls, TX
Location:	Wichita Falls, TX
Contact:	Mike McGill
Phone:	928-210-7227
Email:	mmcgill@ameresco.com
Contract Value:	\$1.763 Million
Contract Period:	July 2016 – August, 2017
Completion Date:	August, 2017

Reference 3:

Project:	Town of Plainfield, IN – Water Meter Upgrade Project
Client:	Town of Plainfield, IN
Location:	Plainfield, IN
Contact:	Bill Castetter
Phone:	317-754-5377
Email:	bcastetter@town.plainfield.in.us
Contract Value:	\$605,483.00
Contract Period:	June 2017 – December, 2017
Completion Date:	November, 2017

WTCPUA Water Meter Replacement Project
Reference 4:

Project:	Consortium
Client:	Village of Buffalo Grove, Palatine, and Glenview, IL
Location:	Suburbs of Chicago, IL
Contact:	Jonathan Woods
Phone:	847-493-7878
Email:	jonathan.woods@siemens.com
Contract Value:	\$4.964 Million
Contract Period:	June 2015 - August, 2016
Completion Date:	August, 2015

Reference 5:

Project:	City of Maryville, MO Water Meters
Client:	City of Maryville, MO
Location:	Maryville, MO
Contact:	Kirk Nicholson
Phone:	660-562-8024
Email:	knicholson@maryville.org
Contract Value:	\$328,780.36
Contract Period:	October 2016 - October, 2017
Completion Date:	October, 2017

Reference 6:

Project:	City of Roswell Water Metering Project
Client:	City of Roswell, NM
Location:	Roswell, NM
Contact:	Colby Geer
Phone:	928-210-7227
Email:	colbyg@yearout.com
Contract Value:	\$13.743 Million
Contract Period:	December 2016 - August, 2018
Completion Date:	Under Construction

Section 3. Project Management and I.T. Data Management

On-site Project Management

To properly manage this project, one (1) Project Manager will be assigned to the project and be charged with the responsibility of supervising the operation from a managerial perspective. The Project Manager ensures all relationships with the city are maintained during meter replacements, while continuing to maintain the day-to-day supervisory roles required for a project of this size.

Our Project Managers have a minimum of 5 years of experience managing projects. They report to our Director of Operations.

The Project Manager will have a site Supervisor working on this project supporting him. Their primary role is much more directly involved with our installation crews and supervising the construction effort. They also oversee productivity reports submitted to the city as well as our offices (see the section below for further information regarding progress reporting).

Site Preparation / Partial Deployment:

Arrival at the project site occurs no later than 30 days prior to beginning installation. The first RTS employees on-site will be managerial (Operations Manager, Construction Manager, Site Supervisors, etc.) to begin site coordination during site prep lead time. RTS Managers will be working diligently to gather as much data as possible prior to full deployment of RTS installation crews. This initial familiarity allows RTS project leadership to have a solid foundation of what the expectation will be to maintain the most efficient schedule possible. During this partial deployment, RTS managers will be ensuring all company vehicles will be ready for use by our installation crews upon arrival (full deployment). The same principle applies for all rented and owned tools to be used on the project will be ready to go. Company uniforms will be worn always by RTS employees while on-site.

Ongoing Communication with the City:

- Communication with the City is as often as desired (we find the more open and frequent, the better). We hold weekly progress meetings to discuss how efficient installations have been and what we can do to improve them. We will share those findings with the City and keep the customer as informed as possible during a project.
- Issues discussed include installation completions, cycle sequences, issues from the previous week, problem resolution, inaccessible sites, scheduling with customers and county, and previous route/cycle clean up.
- Daily install data, including photos taken, are always a component of every new meter installation. Pictures are then reviewed from our data center to assure quality installations are complete and meters are performing as they should according to specifications designated in the RFP.

I.T. Data Management

RTS uses a proprietary Work Order Management System (WOMS) to manage and track a meter change-out program. The WOMS serves as the central repository for all installation data collected for each project. A customized web-based interface (Project Web Portal) is provided for each project allowing access to a wide variety of project tracking statistics, installation data, problem logs, inventory tracking systems, and progress reports.

Record Keeping and Data Collection

- During this project, data collection and digital record keeping will be a top priority for RTS. All data Management will be run through the RTS Work Order Management System (WOMS) and the QA/QC process that comes with it.
- The field-based Handheld Remote Data Collectors (HRDC), in this instance ruggedized iPads, with bar code scanners, GPS, photo, and electronic signature capability. RTS will utilize the HRDC for programming the meter utilizing installers under the supervision of the Project Manager and Crew Leaders. The Ipads (HRDC) are preloaded with all preexisting meter data and are used as both a collection device for new installation data as well as a quality tracking tool. The application has a work flow in place that will not allow the installer continue with the installation until ALL DATA IS COLLECTED, ALL REQUIRED PHOTOS ARE TAKEN, AND CONDITIONS OF THE WORK ORDER ARE DOCUMENTED TO THE SATISFACTION OF THE CITY OF RICHLAND, WA.
- For every meter replacement and installation, the following information will be collected, digitally documented, and submitted to the City and RTS Water QA/QC monitors to ensure correct procedures are followed:
 - Address
 - Old serial number
 - Old register end reading
 - Install date and time
 - New serial number
 - New register reading
 - ERT information (transmitter identification number, etc.)
 - Additional work performed by RTS water or required by the City (service line repair, pit / meter location cleaning, RTUs, improper installations, etc.)
 - Notes such as leaking plumbing, cross connections, infrastructure upgrades needed, etc.
 - Photos before and after meter replacement
 - GPS locations of new meter

WTCPUA Water Meter Replacement Project

Addressing Customer Concerns and Managing Field Issues

- Each meter targeted for upgrade will have a unique master work order created in the RTS Work Order Management System (WOMS). This work order will be appended throughout the life of the project as appropriate. All events associated with this work order are posted on the project web portal. "Events" include, plumbing irregularities, photos, installation records, troubleshooting logs, and customer complaints/concerns collected by field personnel. If a customer calls with a complaint, it can be logged against the work order and tracked until resolved by RTS with city staff. The issue will be recorded and forwarded to the Project Manager for resolution. The Project Manager will report the complaint to the city immediately and turn over all call logs no less than once per day. Work to resolve the situation can then begin. A report will be generated and appended to the work order. All work orders are subjected to a rigorous series of quality control algorithms. This includes comparing factory file data to install data, old meter identification check, old meter read-review, and install vs. appointment corroboration. Anomalies will be reconciled prior to sending the installation record for upload to the Utility billing system to be synchronized with the City's billing software (InCode).

Installation & Data Checks: Quality Control

- 1) Send all field data to RTS Data Management and Reconcile data. Reconciliation will include:
 - Comparing appointment times to time stamped data collected.
 - Verifying field-collected, old meter data matches data from the Municipality database.
 - Reviewing previous meter readings with current meter reading.
 - Reviewing GPS coordinates as mapped versus routes worked that day.
 - Sorting and reviewing all new equipment serial numbers looking for missed scans or duplicate scans.
 - Comparing meter size recorded in field to the meter size in the Municipality database.
 - Looking for scan errors or blank entries.

Please note, RTS has an internal data management team that will be responsible for all data management and uploading of the new AMR equipment. The data management team will work with the city and the billing company to make sure all records are accurate and any billing cycle is uninterrupted. Randy Coble is our I.T. Data Manager and would be responsible for this.

The data management and uploading of the new information is what we do on all of our projects. Each project is different and we need to allow time for us to gather the correct information we need such as; billing software, addresses, meter information, serial numbers, etc.

Please see sample of our WOMS below.

RTS Work Order Management System (WOMS)

EXIT **Everman_TX**

Route Completion Table

Read Route	All Meters		Water		
	Total Meters to Upgrade	Meters Upgraded	Total Water Meters	Upgrades Complete	Upgrades Remaining
1	297	0	297	0	297
2	260	0	260	0	260
3	216	0	216	0	216
4	215	0	215	0	215
5	282	0	282	0	282
6	85	0	85	0	85
7	254	0	254	0	254
8	150	0	150	0	150
9	248	0	248	0	248
10	36	0	36	0	36
Route totals	2043	0	2043	0	2043

- Completed Locations
- City Data Table
- RTU's
- Issues

Total Meters to Install **2043**

Total Meters Installed

Remaining Meters to Install **2043**

Locations Returned to Utility **.01**

Completed Locations

This is a table view of locations that have been completed and a brief overview of data collected for each installed account. Click the Photo Status column for each record to view detailed

Field Data Completed (or RTU's)		All Completed Locations	Related City Data	Unresolved Issues	RTU's	Partially Complete	Top of Table Bottom of Table	Field Data Table	EXIT									
RTS#	Name	Service Address	Old Meter Reading	Read Route	Address Note	Read Sequence	Old Meter ID	Size	New Serial #	New Trans #	GPC Counts	Install Date	Batch Date	Installer	Onsite	Invoiced	Photo Status	Addl Wks Notes
2039GA	SHELBINA VILLA	218 SHELBINA AVE E	3776			0	589065	0	93481791		+39.69 5926	10/25/2016	10/31/2016	rtsw001	17	11/22/2016	5	
2053WA	*** VACANT ***	106 SHELBINA AVE E	0			0	578	5/8	16022058 71859559		+39.68 2731	10/25/2016	10/31/2016	rtsw002	18	11/22/2016	5	
1001GA	BREngle MIKE	724 RIDGE	3709	1	201001	84394	0		93482186		+39.72 6060	10/18/2016	10/20/2016	rtsw004	16	11/22/2016	5	
1003WA	BREngle MIKE	724 RIDGE	1087	1	301001	3486051	5/8	5/8	16022105 71861412		+39.69 2814	10/19/2016	10/20/2016	rtsw001	16	11/22/2016	5	
1002GA	ELSEN DOUG & CO	722 RIDGE	2837	1	301002	222078	0		93482184		+39.69 5137	10/18/2016	10/20/2016	rtsw001	18	11/22/2016	5	
1002WA	ELSEN DOUG & CO	722 RIDGE	11612	1	601002	36922112	5/8	5/8	16022107 71861444		+39.69 5745	10/19/2016	10/20/2016	rtsw001	18	11/22/2016	5	
1003GA	STRAYHORN JACOB	720 RIDGE	1523	1	801003	717634	0		93482395		+39.68 2038	10/18/2016	10/20/2016	rtsw001	18	11/22/2016	5	
1003WA	STRAYHORN JACOB	720 RIDGE	9829	1	901003	35990244	5/8	5/8	16022109 71861429		+39.68 4870	10/19/2016	10/20/2016	rtsw001	16	11/22/2016	5	
1004WA	DECKER KATE	718 RIDGE	5187	1	1101004	17096277	5/8	5/8	16022106 71861442		+39.69 4970	10/19/2016	10/20/2016	rtsw001	18	11/22/2016	5	
1005GA	MAGRUDER AIMEE	716 RIDGE	1953	1	1301005	668095	0		93482206		+39.68 3085	10/18/2016	10/20/2016	rtsw001	18	11/22/2016	5	
1005WA	MAGRUDER AIMEE	716 RIDGE	2368	1	1401005	43536098	5/8	5/8	16022108 71861342		+39.69 4970	10/19/2016	10/20/2016	rtsw001	18	11/22/2016	5	

WTCPUA Water Meter Replacement Project

information and pictures of the installation at that location.

Detailed View

This view shows detailed information about each account.

Completed Locations	RTU's							Extras and Notes
RTS#	property_location	Old Read	New Meter ID	Transmitter ID	Installer	Date Installed		
1003WA	720 RIDGE	9439	16022109	71861429	18	10/19/2016		

Pre-Install



Photo Selector (touch / click to show in big window)

- Old Serial
- Old Read
- New Meter
- Post-Install

Clicking **Extras and Notes** will show installer notes and extra work performed to complete the installation.

—
📄
🔍

Extra Work / Notes

<p>ID</p> <p>9</p>	<p>Additional Work</p> <p> <input checked="" type="checkbox"/> Lid Drill <input type="checkbox"/> Lid Swap <input type="checkbox"/> Dig Out Meter Box <input type="checkbox"/> Lid Ring Replacement <input type="checkbox"/> Sitter Install <input type="checkbox"/> 3/4" Valve <input type="checkbox"/> 1" Valve <input type="checkbox"/> Meter Coupling <input type="checkbox"/> Replace Pit <input type="checkbox"/> Flanges <input type="checkbox"/> Replumb </p>	<p>Extras and Notes</p> <p>(in big window)</p>
<p>Field Notes</p>		

WTCPUA Water Meter Replacement Project

Photo Review

All installations are photo reviewed and checked for errors. Before an installation record can be returned to the city for import into the UBS, it must pass a visual inspection. This process is called **Photo Review**.

Record 1 of 1
Meter Change Photo Confirmation
EXIT

Account Information	A/C # 2016WA City Old Serial # 1353150 City Meter Size 2 Last Meter Reading 58379	name SCHOOL, S SHELBY property location 36 HIGHWAY W Sync Photo Map GPS Map Addr
Install Information	Actual Old Meter ID 1353150 Actual Meter Size 3 Final Meter Reading 104604 New Meter ID 16335566 New Meter Reading 0 Initial Meter Reading # 71843483 New Meter Reading Installer Andrew Raub Install Date 11/23/2016 Backorder 11/28/2016 Longitude 35.7101159 Latitude 10.7102159 Include <input type="radio"/> Not Confirmed <input checked="" type="radio"/> Confirmed	Photo Confirm Status Confirmed Water On - Off Lid Drill / Secure Transmitter Mounted & Secure Meter Upright / Level Old Road / Old Servel Flow Direction All OK Clear
Confirmation Notes	Photo Confirmation By: Randy Criss Click/Touch Any Photo Image to Display Large Photo Layout	

Pre-Install 11/23/2016 8:41:19 AM

Old Servel

Old Road

New Meter

New Transmitter

Post-Install 11/23/2016 9:32:01 AM

Batch Download

All accounts that have been installed and pass the Photo Review process are then able to be downloaded and batched to the city for UBS import. The interface below shows records available for batch on the left and those that have already been batched in Archive to the right.

Daily Uploads													
New Accounts Ready			Batch Archive										
Account Number	Property Location	RTS # & Serv Code	Download Date										
			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th># of Locations</th> <th>Revisit</th> </tr> </thead> <tbody> <tr> <td>91</td> <td>View Re-Download</td> </tr> <tr> <td>101</td> <td>View Re-Download</td> </tr> <tr> <td>130</td> <td>View Re-Download</td> </tr> <tr> <td>94</td> <td>View Re-Download</td> </tr> </tbody> </table>	# of Locations	Revisit	91	View Re-Download	101	View Re-Download	130	View Re-Download	94	View Re-Download
# of Locations	Revisit												
91	View Re-Download												
101	View Re-Download												
130	View Re-Download												
94	View Re-Download												
<p>Total New Accounts Ready to Download</p>													

Section Five. Proposal Cost

**EXHIBIT 2
UNIT PRICE SCHEDULE**

Unit Price Schedule

The following Unit Price Schedule contains quantities. These quantities are estimates only. CONTRACTOR agrees the Unit Prices stated below will apply regardless of the quantities of an Item of Work actually installed or otherwise placed in service. CONTRACTOR affirms that the Unit Prices set forth in the following schedule are inclusive of all of the Bidder's direct and indirect costs in performing each Item of Work listed, and that CONTRACTOR's sole compensation under this Contract will be based on such Unit Prices except where specifically provided otherwise.

Item No.	Items of Work	Quantity	Unit Price	Extended Price
1	Replace 5/8" meter with new AMR meter and register (labor only - each)	2555	\$35.92	\$91,775.60
2	Replace 3/4" meter with new AMR meter and register (labor only - each)	339	\$35.92	\$12,176.88
3	Replace 1" meter with new AMR meter and register (labor only - each)	23	\$35.92	\$826.16
4	Replace 1-1/2" meter with new AMR meter and register (labor only - each)	19	\$274.15	\$5,208.85
5	Replace 2" meter with AMR meter and register (labor only - each)	29	\$309.53	\$8,976.37
6	Removal and replacement of concrete/asphalt, including temporary patches (labor and materials - per square foot)	20	\$43.03	\$860.60
7	Removal and replacement of turf grass/sod, including temporary patches (labor and materials - per square foot)	20	\$39.97	\$799.40
8	Photography services (capture and electronically submit digital photo site and meter data) for all meter locations (lump sum)	1	Included	Included
9	Geo-coding services (capture and electronically submit GPS latitude and longitude data) for all meter locations (lump sum)	1	Included	Included
10	Batch uploading of meter data into AVR billing system for all meter locations (lump sum)	1		\$14,825.00
11	Replace curb stop (5/8" - 1") (labor only - each)	85	\$35.38	\$3,007.30
12	Replace curb stop (1 1/2" - 2") (labor only - each)	5	\$42.46	\$212.30
13	Replace Customer shut-off valve (5/8" - 1") (labor only - each)	85	\$17.69	\$1,503.65
14	Replace Customer shut-off valve (1 1/2" - 2") (labor only - each)	5	\$21.23	\$106.15
15	Install Riser when replacing meter (5/8"-1") (labor only - each)	45	\$35.38	\$1,592.10
16	Install Riser when replacing meter (1 1/2" - 2") (labor only -each)	5	\$42.46	\$212.30
17	Replace fitting or coupling, (5/8" - 1") (material and labor -each)	85	\$33.00	\$2,805.00

18	Replace fitting or coupling, (1 ½" – 2") (material and labor - each)	5	\$40.07	\$200.35
19	Replace meter box lid (5/8" – 1") (labor only - each)	85	\$3.54	\$300.90
20	Replace meter box lid (1 ½" – 2") (labor only - each)	5	\$3.54	\$17.70
21	Replace meter box (5/8" – 1") (labor only - each)	85	\$31.84	\$2,706.40
22	Replace meter box (1 1/2" – 2") (labor only - each)	5	\$60.15	\$300.75
23	Additional trip and/or phone call to replace a meter that was inaccessible due to locked gates residential (each)	30	\$17.64	\$529.30
24	Maintain a local office and local telephone number to assist customers with their concerns or to schedule locations for after-hours work (lump sum)	1	Included	Included
25	Weekly reports to track installation productivity, number of meters installed per day, substantial completion by route, anticipated completion date by route, and other key performance indicators (lump sum).	1	Included	Included
	GRAND TOTAL COST (numeric and written):			\$148,943.06
Alt-1	Bid Alternate: Weekly submission of meter replacement data to WTCPUA Customer Service staff for manual entry into AVR billing system (lump sum, adder or (deduct)).	1		(\$14,825.00)

NOTE: All new AMR water meters shall be Master Meter Radio Read Water Meters and will be provided to the contractor under a separate pre-procurement contract by the WTCPUA. The Contractor will be required to execute a contract accepting responsibility for the pre-procured AMR Water Meters and related equipment.

ANTI-COLLUSION STATEMENT

By signing this form, the Proposer agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a Proposal for the same purpose and that the Proposal is in all respects fair and without collusion or fraud.

Sign in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPSER THAT THE SIGNING AND DELIVERY OF THE PROPSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING TERMS AND CONDITIONS AND SCOPE OF SERVICES, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PARTIES.

NAME OF CONTRACTOR: RTS Water Solutions, LLC

SIGNATURE: 
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

NAME TYPED: Torie Phillips TITLE: Director of Sales

ADDRESS: 9240 NW 63rd St. #6

CITY AND STATE: Parkville, MO 64152

TELEPHONE: 816-880-6600 EMAIL: tphillips@rtswater.com

BID BOND

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor, Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

KNOW ALL MEN BY THESE PRESENTS: That we RTS WATER SOLUTIONS LLC,
called the Principal, and Argonaut Insurance Company, an Illinois corporation, called the
Surety, are held and firmly bound unto WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY,
called the Obligee, in the sum of Five percent of amount bid. U.S.
Dollars (\$ 5% of Amount Bid), for the payment of which we bind ourselves, and our
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract
for WTCPUA Water Meter Replacement Project ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and
Principal enters into a contract with Obligee in conformance with the terms of the bid and
provides such bond or bonds as may be specified in the bidding or contract documents, then
this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference
between the amount of Principal's bid and the amount for which Obligee shall in good faith
contract with another person or entity to perform the work covered by Principal's bid, but in no
event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 28th day of August, 2018.

RTS WATER SOLUTIONS LLC

PRINCIPAL

Tracy D. Knight, President
, Title

ARGONAUT INSURANCE COMPANY

Patricia A. Rambo
Patricia A. Rambo, Attorney-in-Fact



**Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606**

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Elizabeth Marrero, Maurcen McNeill, Wayne G. McVaugh, Doug Wheeler, Patricia A. Rambo, Sara Owens, Joanne C. Wagner, Kimberly Sherrod

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$75,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company



by: _____

Joshua C. Betz

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 28th day of August 2018



James Bluzard

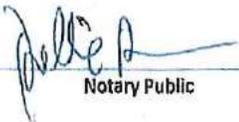
James Bluzard, Vice President-Surety

Financial Statement
Argonaut Insurance Company
Statutory Basis as of 12/31/17

<u>Assets</u>		<u>LIABILITIES AND SURPLUS</u>	
CASH & INVESTED ASSETS	128,831,380	UNEARNED PREMIUMS	221,655,364
BONDS	746,175,343	LOSSES	376,511,966
STOCKS	767,322,930	LOSS ADJUSTMENT EXPENSES	111,941,289
INVESTMENT INCOME DUE AND ACCRUED	5,570,632	COMMISSIONS	(6,669,761)
PREMIUM BALANCES	90,854,218	TAXES, LICENSES AND FEES	15,123,518
NET DEFERRED TAX ASSET	45,744,111	OTHER EXPENSES	4,105,379
REINSURANCE RECOVERABLE	23,660,386	FUNDS HELD UNDER REINSURANCE TREATIES	161,238,836
OTHER ASSETS	12,290,424	CURRENT FEDERAL AND FOREIGN INCOME TAXES	1,146,610
TOTAL ASSETS	<u>\$ 1,820,449,424</u>	REMITTANCES AND ITEMS NOT ALLOCATED	(477,433)
		AMOUNTS WITHHELD/RETAINED BY COMPANY FOR OTHERS	11,720,841
		PAYABLE TO PARENT, SUBSIDIARIES, & AFFILIATES	6,029,236
		PAYABLE FOR SECURITIES	2,261,349
		PROVISION FOR REINSURANCE	16,223,349
		CEDED REINSURANCE PREMIUMS PAYABLE	24,942,309
		OTHER ACCRUED EXPENSES AND LIABILITIES	1,919,185
		TOTAL LIABILITIES	<u>\$ 947,672,031</u>
		COMMON CAPITAL STOCK	4,500,000
		GROSS PAID IN AND CONTRIBUTED SURPLUS	525,520,936
		UNASSIGNED SURPLUS	342,756,457
		TOTAL SURPLUS TO POLICYHOLDERS	<u>\$ 872,777,393</u>
		TOTAL LIABILITIES & SURPLUS	<u>\$ 1,820,449,424</u>

Lauren Welch, being duly sworn, says that she is AVP, Head of US Segment Accounting of Argonaut Insurance Company and that to the best of her knowledge, and belief, the foregoing statement is a true and correct statement of the financial condition of said Company as of the 31st of December, 2017.

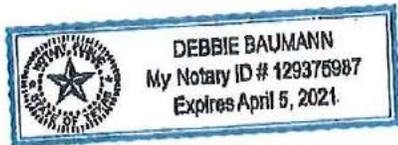
Subscribed and sworn to before me this 8 day of March 2018



 Notary Public



 Lauren Welch, AVP, Head of US Segment Accounting



ITEM H



Partners for a Better Quality of Life

September 11, 2018

Mr. Robert Pugh, PE
West Travis County Public Utility Agency
12117 Bee Cave Road
Building 3, Suite 120
Austin, TX 78738

Re: Uplands WTP Trident/Office Building and High Service PS Renovations & Painting Improvements Project – WTCP1800076

Dear Rob:

On Thursday, September 6, 2018 bids for the above referenced project were received, opened and read aloud at 11:00 AM in the office of West Travis County PUA. The two project packages were bid as two separate work contracts, one contract for select building renovations in three Uplands WTP facility buildings and the second contract for recoating the Trident tank exteriors and piping, as well as the piping at the high service pump station. The following table provides the bid results summary.

Contractor	Location	Building Bid	Tank/Piping Bid
Central Road & Utility (CRU), Ltd.	Cedar Park, TX	\$568,291.70	\$785,642.20
Travis Industries	San Antonio, TX	No Bid	\$449,900.00
CFG Industries, LLC	Magnolia, TX	No Bid	\$589,000.00

For the Tank/Piping project, we have contacted nine references for similar projects completed by Travis Industries, LLC and received favorable replies by all but one of those references. Travis Industries' base bid for \$449,900 is 10.0% under the Engineer's OPCC of \$500,000 for this bid package. Therefore, we recommend approval for the award of the tank and piping bid to Travis Industries in the amount of \$449,900.00.

For the Building Renovations project, we conducted our review of the statement of qualifications supplied by CRU in their bid package. It is my opinion that CRU did not adequately demonstrate that they meet the qualification requirements stipulated in the bidding documents. In addition to the fact that only one bid was received for this contract, I do not recommend awarding this project. Please contact me should you have any questions.

Sincerely,

Scott Wetzel, P.E.
CP&Y, Inc.

Enclosure: Bid Tabulation

Cc: Project File #WTCP1800076

200 West Highway 6, Suite 620
Waco, Texas 76712
TBPE # F-1741
TBPLS # 10194124
(p) 254.772.9272 · (f) 254.776.2924
www.cpyi.com



ITEM J

**West Travis County Public Utility Agency
FY 2019 Proposed Budget-General Fund**

	FY 2017	FY 2018 Annualized	FY 2019 Proposed Budget
Income			
30 · Water Department-Rev			
14101 · Retail Revenues-W	\$14,657,965	\$14,799,293	\$15,317,000
14105 · Wholesale Revenues-W	3,850,673	4,188,044	4,335,000
14110 · LUE Reservation Fees-W	1,222,904	1,113,238	1,152,000
14115 · SER & Eng Review Fees-W	64,350	73,620	76,000
14120 · Construction Inspections-W	150,112	320,477	332,000
14130 · Other Revenues-W	738,945	828,251	857,000
Total 30 · Water Department-Rev	20,684,949	21,322,923	22,069,000
31 · Wastewater Department-Rev			
14201 · Retail Revenues-WW	3,821,605	3,710,026	3,840,000
14205 · Wholesale Revenue-WW	612,145	667,150	691,000
14210 · LUE Reservation Fees-WW	316,412	318,597	330,000
14215 · Pre Treatment Surcharges-WW	179,978	235,252	243,000
14230 · Other Revenues-WW	31,371	155,078	161,000
Total 31 · Wastewater Department-Rev	4,961,511	5,086,103	5,265,000
32 · Interest & Other Income			
14301 · Interest Income-GOF	7,765	42,021	60,000
14320 · Miscellaneous Income-GOF	4,634	11,102	4,000
Total 32 · Interest & Other Income	12,399	53,123	64,000
Total Income	25,658,859	26,462,149	27,398,000
Expense			
41 · Water Department - Exp			
16101 · Maintenance & Repairs-W	897,225	799,835	827,800
16110 · Grounds Maintenance-W	26,047	35,510	34,000
16120 · Raw Water-W	1,124,953	1,101,222	1,139,800
16130 · Chemicals-W	288,346	234,395	242,600
16140 · Sludge Disposal-W	251,834	275,984	285,600
16160 · Utilities-W			
16161 · Electric-W	1,052,606	1,169,967	1,210,900
16162 · Telephone-W	27,758	17,700	18,300
16163 · Internet-W	-	4,893	5,100
16164 · Other-W	-	3,955	4,100
Total 16160 · Utilities-W	1,080,364	1,196,515	1,238,400
16170 · Permit Expense-W	16,908	17,153	17,800
16172 · Laboratory Fees-W	72,182	29,121	30,100
16175 · SER Review Fees (Net)-W	214,333	(74,137)	30,000
16178 · Construction Inspection Fees-W	100,061	200,000	207,000
16180 · Contracted Services-W	29,008	67,322	69,700
16190 · Other Expenses-W	11,705	18,217	12,000
Total 41 · Water Department - Exp	4,112,966	3,901,137	4,134,800

**West Travis County Public Utility Agency
FY 2019 Proposed Budget-General Fund**

	FY 2017	FY 2018 Annualized	FY 2019 Proposed Budget
42 · Wastewater Department - Exp			
16201 · Maintenance & Repairs-WW	427,050	263,781	273,000
16210 · Grounds Maintenance-WW	43,046	40,770	40,000
16230 · Chemicals-WW	23,730	44,723	46,300
16236 · Pre-Treatment Program-WW	16,895	30,883	32,000
16240 · Sludge Disposal-WW	881,176	733,981	759,700
16260 · Utilities-WW			
16261 · Electric-WW	192,437	226,928	234,900
16262 · Telephone-WW	13,763	18,930	19,600
16263 · Internet-WW	-	1,465	1,500
16264 · Other-WW	6,477	4,196	4,300
Total 16260 · Utilities-WW	212,677	251,519	260,300
16270 · Permit Expense-WW	-	1,250	1,300
16272 · Laboratory Fees-WW	36,746	71,474	74,000
16275 · Lease-Effluent Pond-WW	93,000	93,000	96,300
16280 · Contracted Services-WW	-	11,890	12,300
16290 · Other Expense-WW	3,171	1,733	1,800
Total 42 · Wastewater Department - Exp	1,737,491	1,545,004	1,597,000
43 · Shared Department-Exp			
17105 · Billing System & Support	136,985	120,599	224,200
17110 · Insurance	144,466	154,729	159,400
17125 · Occupancy	170,289	180,514	250,000
17400 · Payroll Expense			
17405 · Wages	2,759,625	1,966,946	2,215,300
17407 · Overtime	-	70,000	73,500
17410 · Payroll Taxes	-	156,048	183,100
17415 · Insurance			
17416 · Disability-LT/ST	-	22,216	22,900
17417 · Group Life Ins	-	21,358	22,000
17418 · Health Insurance	-	213,767	220,200
Total 17415 · Insurance	-	257,341	265,100
17420 · TCDRS Contribution	-	222,324	215,000
17425 · Fringe Benefits	-	14,260	14,700
17430 · Contract Labor	-	65,000	30,000
Total 17400 · Payroll Expense	2,759,625	2,751,919	2,996,700
17500 · Professional Services			
17501 · General Counsel	187,336	161,601	185,800
17502 · Litigation	215,538	77,546	250,000
17503 · Engineering	327,322	236,386	243,500
17505 · Rate Consultant	17,161	50,000	10,000

**West Travis County Public Utility Agency
FY 2019 Proposed Budget-General Fund**

	FY 2017	FY 2018 Annualized	FY 2019 Proposed Budget
17506 · Public Relations	4,906	594	600
17507 · IT Support Services	76,378	40,166	41,400
17508 · Auditor	56,000	52,000	52,000
17509 · Other	137,074	20,779	21,400
Total 17500 · Professional Services	1,021,715	639,072	804,700
17660 · Utilities			
17661 · Electric	-	8,227	-
17662 · Telephone	-	28,998	29,900
17663 · Internet	-	4,426	4,600
Total 17660 · Utilities	68,844	41,651	34,500
17700 · Vehicle Expense			
17701 · Vehicle Fuel	-	68,597	70,700
17702 · Vehicle Maintenance	-	46,914	40,000
17703 · Vehicle GPS	-	3,958	4,000
17704 · Vehicle Other Expense	-	14,317	5,000
Total 17700 · Vehicle Expense	77,499	133,786	119,700
17800 · Other Expenses			
17805 · Bank Charges	4,162	317	300
17810 · Board Meeting Expense	1,785	4,760	4,900
17815 · Janitorial	3,190	2,100	2,200
17816 · Licenses & Permits	-	566	600
17820 · Meals & Entertainment	-	3,043	3,100
17825 · Medical & Testing	-	272	300
17830 · Membership & Dues	6,450	6,318	6,500
17835 · Miscellaneous Expense	82,057	10,000	10,300
17838 · Newspaper Notices	-	6,551	12,000
17840 · Office Equipment	26,984	18,753	19,300
17845 · Office Supplies	61,830	20,445	21,100
17850 · Outside Printing	10,654	4,008	4,100
17855 · Postage & Delivery	3,048	6,283	6,500
17860 · Professional Licenses	-	2,000	2,100
17865 · Recruiting	-	3,433	3,500
17870 · Software Licenses	5,478	27,754	28,600
17872 · Staff Appreciation	-	4,123	4,200
17875 · Training and Continuing Ed	-	21,476	22,100
17880 · Travel Expense	120	1,463	1,500
17885 · Uniforms-Safety Gear	23,548	15,500	16,000
Total 17800 · Other Expenses	229,306	159,165	169,200
17950 · Bad Debt Expense	(31,546)	100,000	136,700
Total 43 · Shared Department-Exp	4,577,183	4,281,435	4,895,100

**West Travis County Public Utility Agency
FY 2019 Proposed Budget-General Fund**

	FY 2017	FY 2018 Annualized	FY 2019 Proposed Budget
50 · Capital Outlay			
51 · General Fund			
17900 · Capital Outlay-GOF>\$10K, UL 5+	656,455	414,248	500,000
Total 51 · General Fund	656,455	414,248	500,000
Total 50 · Capital Outlay	656,455	414,248	500,000
Total Expense	11,084,095	10,141,824	11,126,900
Net Ordinary Income	14,574,764	16,320,325	16,271,100
Other Income/Expense			
Other Expense			
61 · Other Financing Uses			
18000 · Transfer to Debt Service Fd-GOF	10,067,672	10,120,000	9,669,000
18010 · Transfer to Facilities Fund-GOF	2,516,918	2,530,000	2,417,250
Total 61 · Other Financing Uses	12,584,590	12,650,000	12,086,250
Total Other Expense	12,584,590	12,650,000	12,086,250
Net Income	\$ 1,990,174	\$ 3,670,325	\$ 4,184,850