

**GREATER TEXOMA UTILITY AUTHORITY  
BOARD OF DIRECTORS' MEETING  
MARCH 21, 2011**

## AGENDA

**AGENDA  
GREATER TEXOMA UTILITY AUTHORITY  
BOARD OF DIRECTORS MEETING  
GTUA BOARD ROOM  
5100 AIRPORT DRIVE  
DENISON, TEXAS 75020  
12:30 P.M., MONDAY, MARCH 21, 2011**

Notice is hereby given that a meeting of the Board of Directors of the Greater Texoma Utility Authority will be held on the 21<sup>st</sup> day of March 2011. at 12:30 p.m. in the Administrative Offices of the Greater Texoma Utility Authority, 5100 Airport Drive, Denison TX, 75020, at which time the following items will be discussed:

**Agenda:**

- I. Call to Order
- II. Consent Agenda
  - \* Items marked with an asterisk (\*) are considered routine by the Board of Directors and will be enacted in one motion without discussion unless a Board Member or a Citizen requests a specific item to be discussed and voted on separately.
- III. \* Consider and act upon approval of Minutes of February 21, 2011 Meeting
- IV. \* Consider and act upon approval of accrued liabilities for February 2011
- V. Citizens to be Heard
- VI. Wastewater Activities
  - A. Consider and act upon Change Order No. 3 to the contract with Lewis Contractors, Inc. for the Melissa Fitzhugh Branch Capital Improvement Plans project
  - B. Consider and act upon Change Order No. 1 to the contract with Dickerson Construction Co., Inc. for the Sherman Relief Sewer C: King to Pacific project
  - C. Consider and act upon a Resolution accepting the contract with Dickerson Construction Co., Inc. for the Sherman Relief Sewer C: King to Pacific project as complete
  - D. Consider and act upon Change Order No. 1 to the contract with Tri-Con Services, LLC for the Sherman Hwy 75 North Sewer Contract "B" project
- VII. Water Activities
  - A. Consider and act upon Change Order No. 3 to the contract with Lewis Contractors, Inc. for the Melissa Fitzhugh Branch Capital Improvement Plans project
  - B. Consider and act upon Change Order No. 1 to the contract with Wilson Contractor Services, LLC for the Argyle WSC 12" Water Line Extension from Stonecrest Road to Harpole Road.

C. Receive update on \$7.235 commitment from the Water Infrastructure Fund (City of Gainesville)

VIII. General Activities

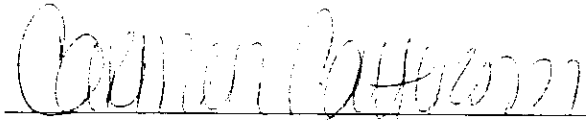
- A. Consider and act upon providing authorization to pursue modification to the Authority's legislation regarding change orders
- B. Consider and act upon establishing a meeting date for the Policy Committee

XI. Adjourn

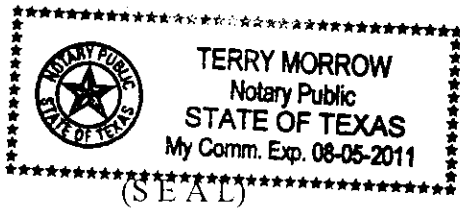
<sup>1</sup>The Board may vote and/or act upon each of the items listed in this agenda.

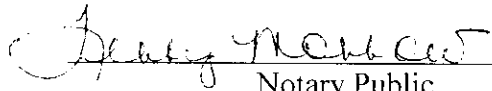
<sup>2</sup>The Board reserves the right to retire into Executive Session concerning any of the items listed on this agenda, whenever it is considered necessary and legally justified under the Open Meetings Act.

This is to certify that I, Carmen Catterson, posted this agenda on the outdoor bulletin board of the Administrative Offices of the Greater Texoma Utility Authority, on the west side of the building, by 5:00 p.m. on March 16, 2011. I also posted this agenda in the Texas Register and provided this agenda to the County Clerks in Collin, Cooke, Fannin, and Grayson Counties, the City Clerks of Denison, Gainesville, Sherman, and all other member cities, with a request that it be posted.

  
Carmen Catterson

Sworn and subscribed to before me this 16 day of March 2011.



  
Notary Public

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

CALL TO ORDER

CONSENT AGENDA

ATTACHMENT III

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

**MONDAY, FEBRUARY 21, 2011**

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

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Members Present: Don Skelton, Bill Johnson, George Rowland, Everett Grantham, Duane Hayes, Paul Kirley, David Sprowl, Clyde Yeatts

Members Absent: Mark Kuneman

Staff: Jerry Chapman, Debi Atkins, Carolyn Bennett, and Carmen Catterson

Visitors: Mike Wynne, Nall, Pelley & Wynne  
Kevin Farley, City of Pottsboro

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I. Call to Order

President Skelton called the meeting to order at 12:33 p.m.

II. Consent Agenda

The items marked with an asterisk (\*) are considered routine by the Board of Directors and will be enacted in one motion with the consent agenda. President Skelton asked the Board if there were any items they wished to have removed from the consent agenda for discussion. There were no items requested by the Board of Directors to be removed from the consent agenda for discussion. Secretary/Treasurer Rowland motioned to approve the consent agenda. The motion was seconded by Board Member Kirley and passed unanimously.

III. \* Consider and act upon approval of Minutes of January 17, 2011 Meeting

IV. \* Consider and act upon approval of accrued liabilities for January 2011

V. Citizens to be Heard

Mr. Chapman briefly discussed the current situation with the US Army Corps of Engineers (USACE) and Lake Texoma regarding Zebra Mussels. The USACE has placed restrictions on pumping for the North Texas Municipal Water District (NTMWD). This does not impact the Authority at this time, but may in the future. Mr. Chapman then discussed several proposed legislation regarding water, including a bill filed by Senator Fraser that would provide vested water rights to property owners. This would have a direct impact on municipal and public water suppliers. Several cities, including Anna and Sherman have already developed resolutions opposing this legislation. Groundwater is becoming a very critical issue in Texas.

VI. Wastewater Activities

Consider and Act upon Contract with the City of Gainesville for Project Representative Services – I-35 Water and Sewer Relocation Project

Ron Sellman, the Director of Utilities for the City of Gainesville requested the Authority provide inspection services for the I-35 water and sewer project. This is the same service the Authority is providing for the Gainesville Pecan Creek sewer project. The City Manager agrees with the request.

Board Member Yeatts motioned to approve a Contract with the City of Gainesville for Project Representative Services – I-35 Water and Sewer Project. The motion was seconded by Board Member Grantham and passed unanimously.

Receive update on Melissa Fitzhugh Branch Capital Improvements Plans project

This is only an update being provided for information purposes with no action being requested. The Fitzhugh Branch Capital Improvement Plans project is a fairly substantial sewer project being constructed for the City of Melissa. It involves the relocation of both water and sewer lines. The project is approximately 90% complete at this time and should be complete by next month.

VII. Water Activities

Consider and Act upon Contract with the City of Gainesville for Project Representative Services – I-35 Water and Sewer Relocation Project

Discussion and action on this was completed under Wastewater Activities, VI-A.

Consider and act upon Change Order No. 2A to the contract with Sperling Construction for the Pottsboro Miscellaneous Water Improvements Project

This is a waterline project being constructed for the City of Pottsboro. The change order includes a change in both quantities and time. Funds are available to pay for this change order. The time extension was discussed with the City of Pottsboro and no objections have been identified. The change order is on the City's agenda for March 1.

Vice President Johnson motioned to authorize Change Order No. 2A to the contract with Sperling Construction for the Pottsboro Miscellaneous Water Improvements Project, contingent upon similar action being taken by the City of Pottsboro. The motion was seconded by Secretary/Treasurer Rowland and passed unanimously.

Consider and act upon Administrative Services Agreement with the Red River Groundwater Conservation District

Groundwater is becoming an important topic locally, as well as statewide. The Board authorized a contract with the Red River Groundwater Conservation District (RRGCD) in December. The contract submitted is similar to the contract the Authority approved with the North Texas Groundwater Conservation District. This is the same contract, but has been modified to include past due amounts owed to the Authority by the RRGCD. The Authority has been providing administrative services for the District for the past year, but has not received any funds. The RRGCD was not provided loans from the counties like the North Texas Groundwater Conservation District. The RRGCD plans to provide a statement to each groundwater provider with a proportionate amount due. The percentages are based on the 2006 groundwater

pumped, which was the last year the Texas Water Development Board compiled the information. The RRGCD Board is proposing a \$150,000 budget for 2011, which will include the funds to reimburse the Authority for costs incurred.

Board Member Sprowl motioned to authorize the amended Administrative Services Contract with the Red River Groundwater Conservation District. The motion was seconded by Board Member Kirley and passed unanimously.

### VIII. General Activities

#### \* Receive Monthly Financials

Consider and act upon recommendations to Texas Legislature on pending bills relating to water and eminent domain

Discussion on this item was held during Citizen Comments. No action is needed at this time. Mr. Chapman reported that City Manager Philip Sanders of the City of Anna submitted an adopted resolution to Senator Estes. Senator Estes' office contacted Mr. Sanders and stated that they were sympathetic to the City's concerns and would take them into consideration.

#### Consider and discuss accounting software update

Debi Atkins, the Authority's Finance Officer reported that the QuickBooks software needs to be updated every three years at a cost of approximately \$1,000. President Skelton agreed with the purchase because the system needs to be updated to stay up to date with current regulations.

#### Consider and act upon readopting the Board Policy Manual

The Authority Board of Directors is required to review the policy manual annually, but has not accomplished this task since 2008. As part of the review conducted by the Government Finance Officer's Association, they request the date of the last policy review. Mr. Chapman requested the Board provide direction as to whether they would like to review the Policy Manual or just state that no changes are recommended. President Skelton supported forming a Committee to review the manual and provide recommendations at the next meeting. President Skelton appointed a committee of himself, and Board Members Hayes and Kirley and requested that Mr. Wynne and Mr. Chapman attend the meetings to discuss possible changes.

### IX. Executive Session

Pursuant to Government Code Sections 551.074, the Board of Directors adjourned into closed Executive Session at 1:00 p.m. to discuss the following:

#### Personnel Matters:

### X. Regular Session

Consider and act upon items listed in Executive Session.

The Board reconvened into Regular session at 1:20 p.m. President Skelton stated no action was taken on items discussed during the Executive Session.

Vice President Johnson motioned to authorize General Manager Chapman to hire temporary staff for office assistance if needed. The motion was seconded by Secretary/Treasurer Rowland and passed unanimously.

XI. Adjourn

Upon motion by President Skelton, seconded by Vice President Johnson and passed unanimously, the Board adjourned at 1:21 p.m.

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\_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
Secretary-Treasurer

ATTACHMENT IV

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION BY THE BOARD OF DIRECTORS OF THE  
GREATER TEXOMA UTILITY AUTHORITY AUTHORIZING  
PAYMENT OF ACCRUED LIABILITIES FOR THE MONTH OF FEBRUARY 2011:**

The following liabilities are hereby presented for payment:

**GENERAL:**

Dues and Subscriptions

American Express (Annual fee)	\$	75.00
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Equipment

Diamond Computers (Keyboard, Mouse & USB connectors - Debi's computer)		79.80
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Fuel and Reimbursements for Mileage

Carmen Catterson (Reimbursement for mileage)		99.96
Laurie Burchfield (Reimbursement for mileage)		117.30
Conoco (Fuel - operations vehicles)		238.08
ExxonMobil (Fuel - operations vehicles)		687.49
Jerry Chapman (Fuel) x 2 months		555.67
Shell Fleet (Fuel - operations vehicles)		236.89

Insurance

TWCA Risk Management (Workers' compensation insurance)		684.29
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Leases/Rental Fees

Pitney-Bowes (Mailing system)		39.00
North Texas Regional Airport (Lease - administrative offices)		1,784.41

Legal Fees

Nall, Pelley, Wynne & Smith, LLP (Agenda, Board meeting)		375.00
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Maintenance Agreements

NovaCopy (DP 8060 Copier)		100.00
Diamond Computers (End of month Back-up & off site storage)		225.00

Meetings and Conferences

Jerry Chapman (Rotary)		180.00
The Paper Plate Catering (BOD Lunches)		190.00

Miscellaneous

Bank of America - Visa (Toll tag) 40.00

Professional Services

Final Details (Cleaning services) 475.00

Repair & Maintenance - Building & Equipment

Diamond Computers (1 Hr on site support - Remote desktop to home PC) 75.00

Repair & Maintenance - Administrative and Operations Vehicles

Hunter's Oil Depot (2008 F150 - Oil change) 42.72

Whistlestop Car Spa & Lube (2006 F150 - Oil change) 39.16

Supplies

A-1 Printing (CAFR Covers) 32.00

Bank of America - Visa (Binding supplies) 35.18

Exxon/Mobil (Field supplies - ice) 20.43

Utilities

Alan Moore (Reimbursement for mobile telephone expenses) 31.01

Cable One (Internet line) 84.96

AT & T Wireless (Mobile telephone) x 2 months 377.63

City of Denison (Water) 82.95

City of Sherman (Trash services) 65.00

AT & T(Telephone lines) 279.99

MCI (Long distance - final pay) 148.70

TXU Electric (2 months) 1,650.12

ATMOS Energy \$ 332.71

**TOTAL:** \$ 9,480.45

**SOLID WASTE:**

Fuel

ExxonMobil (Fuel - operations vehicles) 84.77

Insurance

TWCA Risk Management Fund (Workers compensation insurance) 183.75

Utilities

Grayson-Collin Electric (2 months) 529.22

AT & T (2 months) 67.24

Starr Water Supply	\$	53.26
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<b>TOTAL:</b>	\$	<u>918.24</u>
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**WASTEWATER:**

Engineering Fees

Freeman-Millican, Inc. (Sherman 2008 - WWTP Peak Flow, Phase 2)	1,125.00
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Perkins Engineering Consultants, Inc. (Sherman 2009B - Dome Covers)	3,071.15
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Legal

Nall, Pelley, Wynne & Smith, LLP (Sherman 2009B - WWTP Dome Covers)	300.00
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Postage

Federal Express (Sherman 2009B)	\$	27.48
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<b>TOTAL:</b>	\$	<u>4,523.63</u>
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**WATER:**

Engineering Fees

Biggs & Mathews, Inc. (Argyle 2000 - Aerial mapping / Engineering)	49,712.32
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Freese & Nichols, Inc. (Pottsboro 2007 - Final pay, 12" WL Pearce and Recves)	268.50
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Groundwater

American Express (Red River Groundwater Conservation District - Austin 1/26-1/28/11)	402.41
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AT & T (North Texas Groundwater Conservation District)	68.01
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AT & T (Red River Groundwater Conservation District)	68.01
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Bank of America - Visa (Red River Groundwater Conservation District - Austin 1/26-1/28/11)	94.56
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Federal Express (Red River Groundwater Conservation District)	29.43
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Meetings & Conferences

Bank of America - Visa (Sherman 2003 - LTA)	34.15
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Miscellaneous

Jerry Chapman (Sherman 2003 - TWCA - fuel purchase)	48.55
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Texas Commission on Environmental Quality (2010 Lake Texoma - Water Use Assessment Fee)	14,502.00
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Postage

Federal Express (Princeton)	48.15
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Federal Express (Sherman 2011)	12.37
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CGMA Repair & Maintenance

Kemp Lawn Maintenance (CGMA - Bloomdale Pump Station)	390.00
Texas Excavation Safety System, Inc. (CGMA - water tests)	61.75

Supplies

Matheson Tri-Gas (1 Cylinder Nitrogen)	20.81
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CGMA Utilities

AT & T (Bloomdale Pump Station)	127.14
North Texas Municipal Water District (Water Usage)	28,074.58
TXU Energy (Bloomdale Pump Station)	1,488.11
Verizon (Howe Tank Site)	\$ 92.80

**TOTAL:** \$ 95,543.65

**GRAND TOTAL:** \$ 110,465.97

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

On motion of \_\_\_\_\_ and seconded by \_\_\_\_\_, the foregoing Resolution was passed and approved on this, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by the following vote:

AYE:

NAY:

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

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary/Treasurer

CITIZENS TO BE HEARD

## WASTEWATER ACTIVITIES

ATTACHMENT VI – A



# GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE  
DENISON, TEXAS 75020-8448  
903/786-4433  
FAX: 903/786-8211  
www.gtua.org

## MEMO

TO: Board of Directors, Greater Texoma Utility Authority

FROM: Jerry W. Chapman, General Manager

DATE: March 16, 2011

RE: Melissa Fitzhugh Branch Capital Improvement Plans project  
Lewis Contractors, Inc.  
Change Order No. 3

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As I mentioned to the Board of Directors at the February meeting, the Fitzhugh project for the City of Melissa is nearing completion. This project involves moving water and sewer lines near the Intersection of State Hwy 121 and Hwy 75 south of Melissa. Since the project was nearing completion. When the City recognized funds were left in the construction account, they requested some additional water lines be installed on the north side of State Hwy 121 to accommodate future development. Minor modifications in the sewer were necessary to accompany this. The total additional cost is \$24,245.60. The staff believes at the present time that funds are available. The City Council has already taken action on this proposed change order and requested the Authority approve it.

**ACTION REQUESTED:** The General Manager requests the Board to consider approving Change Order No. 3 for this project.

JWC:cc

Attachment

# LOCHNER

BWR Division

H.W. Lochner, Inc.  
2620 County Road 1106  
Anna, TX 75409

T 972.924.2757  
F 214.765.1763

hwlochner.com

March 2, 2011

**RECEIVED**

MAR 04 2011

**GTUA**

Greater Texoma Utility Authority  
5100 Airport Drive  
Denison, Texas 78020-8448  
Attn: Jerry Chapman

**RE: Fitzhugh Branch Capital Improvement Plans  
BWR # 20070882.16  
Change Order 3**

Dear Mr. Chapman:

I have completed the request for Change Order 3 for the above referenced project. I presented the Change Order to the City of Melissa for approval prior to submitting it to you. CO#3 consists of a water main to be installed for future development on the north side of SH 121. With the contractor available and favorable pricing the City has requested access from each of the property owners along the proposed route and has contributed to the acquisition of those easements. The City requests approval of Change Order 3 through the financing of this project.

A property owner requested a change in the sewer design to only require the sewer laterals to her property be picked up and ran shallow in smaller pipe rather than installing a deeper gravity main system for the same purpose. This change also saved the City's request on the water main. If approved please process this change order at your earliest convenience.

I have included a drawing and signed change order for your review and approval. If you need additional information, have any comments; please feel free to contact me at any time.

Sincerely,



Brian L. Umberger, P.E.  
Project Manager

CC: Jason Little

## CHANGE ORDER

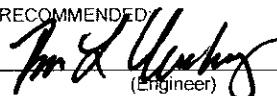
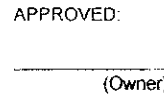
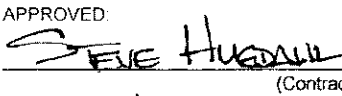
Change Order No. 3

Project:	<u>Fitzhugh Branch Capital Improvement Plans</u>
Contract Start Date/ Revision Date:	<u>9/12/2010 / 1/24/2011</u>
OWNER:	<u>Greater Texoma Utility Authority</u>
ADDRESS:	<u>5100 Airport Drive Denison, TX 75020-8448</u>
CONTRACTOR:	<u>Lewis Contractors, Inc.</u>
ENGINEER:	<u>Lochner BWR Division</u>
CONTRACT FOR:	<u>Sewer South and Berry Rd Water line</u>
ENGINEER'S PROJECT NO.:	<u>20070882.16</u>

You are directed to make the following changes in the Contract Documents. Each Change Order shall be specific and final as to prices with no reservation or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order.

DESCRIPTION:	The changes are regarding the owner's request to add a 12-inch water line to the Miller Road Water Line to serve a property owner west of the original project and revise the alignment of the sanitary sewer line.	
PURPOSE OF CHANGE ORDER:	To amend contract documents and plans in regards to the water line and sewer line alignment specifications.	
ATTACHMENTS:	New plan sheet BW-3 and revised plan sheets SS-8 and SS-9. Also attached are revised or additional bid items for review and pricing.	
<b>CHANGE IN CONTRACT PRICE:</b>		
Original Contract Price:	\$1,708,529.71	Original Contract Time:
Net price change from previous Change Order(s)		160 (Days or Date Range)
Extras to date:	\$79,579.00	Net change from previous Change Orders:
Credits to date:	(\$21,911.00)	10 (Days)
Net:	\$57,668.00	
Contract Price prior to this Change Order:	\$1,766,197.71	Contract Time prior to this Change Order:
Net price change from this Change Order:		170 (Days or Date Range)
Extras this change order:	\$36,420.60	Net Increase (Decrease) of this Change Order:
Credits this change order:	(\$12,175.00)	5 (Days)
Net this change order:	\$24,245.60	
Contract Price with all approved Change Orders:	\$1,790,443.31	Contract Time with all approved Change Orders:
Cumulative Contract Increase (Decrease)	4.79%	175 (Days or Date Range)
Original Funds Available for Change Orders:	\$0.00	Cumulative price change all Change Orders:
Remaining Funds Available for Change Orders:	\$0.00	Extras: \$115,999.60
Additional Funding, If Necessary:	\$0.00	Credits: (\$34,086.00)
		Net: \$81,913.60

Signature of the CONTRACTOR indicates that he/she has read this Change Order form and may referenced attachments and that he/she is in agreement herewith, including any adjustment in the Contract Price or Contract Time

RECOMMENDED:	APPROVED:	APPROVED:
 (Engineer)	 (Owner)	 (Contractor)
Date: <u>2-14-11</u>	Date:	Date: <u>2/14/2011</u>

## Change Order No. 3

Project:	<b><i>Fitzhugh Branch Capital Improvement Plans</i></b>
Date of issuance:	1/24/2011
OWNER:	Greater Tarrant Utility Authority
ADDRESS:	5100 Airport Drive Denison, TX 75020-8448
CONTRACTOR:	Lewis Contractors, Inc.
ENGINEER:	Lochner BWR Division
CONTRACT FOR:	Sewer South and Berry Rd Water line
ENGINEER'S PROJECT NO.:	20070882.16

You are directed to make the following changes in the Contract Documents. Each Change Order shall be specific and final as to prices with no reservation or other provisions allowing for future additional money or time as a result of the particular changes identified and fully compensated in the Change Order.

The following Bid Items have been increased or added:

Item No.	Description	Unit	Contract Quantity	Added Quantity	Revised Quantity	Unit Price	Price Change
11.3	4" SDR-26 PVC sewer pipe including Class H embedment and	LF	330	125.00	455.00	\$23.00	\$2,875.00
36.3	Clear and Grub Project Area, Legally dispose of water and activities required for Comprehensive Site Protection & Preparation	AC	1	0.15	1.15	\$3,000.00	\$450.00
39.3	12" diameter AWWA C905 DR-18 PVC pipe, including "Class H" embedment	LF	78	350.00	428.00	\$42.00	\$14,700.00
41.3	AWWA C153 DI fittings, including joint restraints, tees, elbows, caps, and accessories.	TON	1.4	0.634	2.03	\$12,500.00	\$7,925.00
43.3	12" Gate Valve, AWWA C509, including valve stack	EA	1	2.00	3.00	\$2,000.00	\$4,000.00
45.3	6" Gate Valve, AWWA C509, including valve stack	EA	4	1.00	5.00	\$925.00	\$925.00
46.3	Mueller Super Centurion 250 Fire Hydrant wired powder/coating applied from factory, including safety flange and all necessary appurtenances	EA	4	1.00	5.00	\$2,350.00	\$2,350.00
51.3	Remove & Replace existing Flex-base	SY	14	58.00	31.25	\$17.25	\$1,000.50
54.3	Seed all areas of disturbed ground	AC	1	0.15	1.15	\$850.00	\$127.50
56.3	Implementation of Trench Safety and Shoring System	LF	1,880	344.00	2224.00	\$1.15	\$395.60
60.3	Testing of line, including hydrostatic and bacterial	LF	1,880	344.00	2224.00	\$0.50	\$172.00
67.3	2 sanitary sewer services connected to 4" lateral for the Spradlin property, plug, and cleanout	EA	0	2.00	2.00	\$750.00	\$1,500.00
Change Order Extras							\$36,420.60

The following Bid items have been decreased or removed:

Item No.	Description	Unit	Contract Quantity	Removed Quantity	Revised Quantity	Unit Price	Price Change
8.3	12" ASTM D-3034 SDR-26 PVC sewer pipe to be installed as one (1) 5' stubout with 8" rubber plug and one (1) 8" connector between new and existing manhole, including the core, and including "CLASS H" embedment	LF	13	(13)	0	\$375.00	(\$4,875.00)
9.3	8" ASTM D-3034 SDR-26 PVC sewer pipe including "CLASS H" embedment and connecting 2 services for the Spradlin property, plug, and cleanout	LF	125	(125)	0	\$57.00	(\$7,125.00)
29.3	Testing, including air pressure, tv, mandrel, and vacuum	LF	9,649	(125)	9524	\$1.40	(\$175.00)
Change Order Credits							(\$12,175.00)

TOTAL CONTRACT EXTRAS:	\$36,420.60
TOTAL CONTRACT CREDITS:	(\$12,175.00)
NET CHANGE:	\$24,245.60



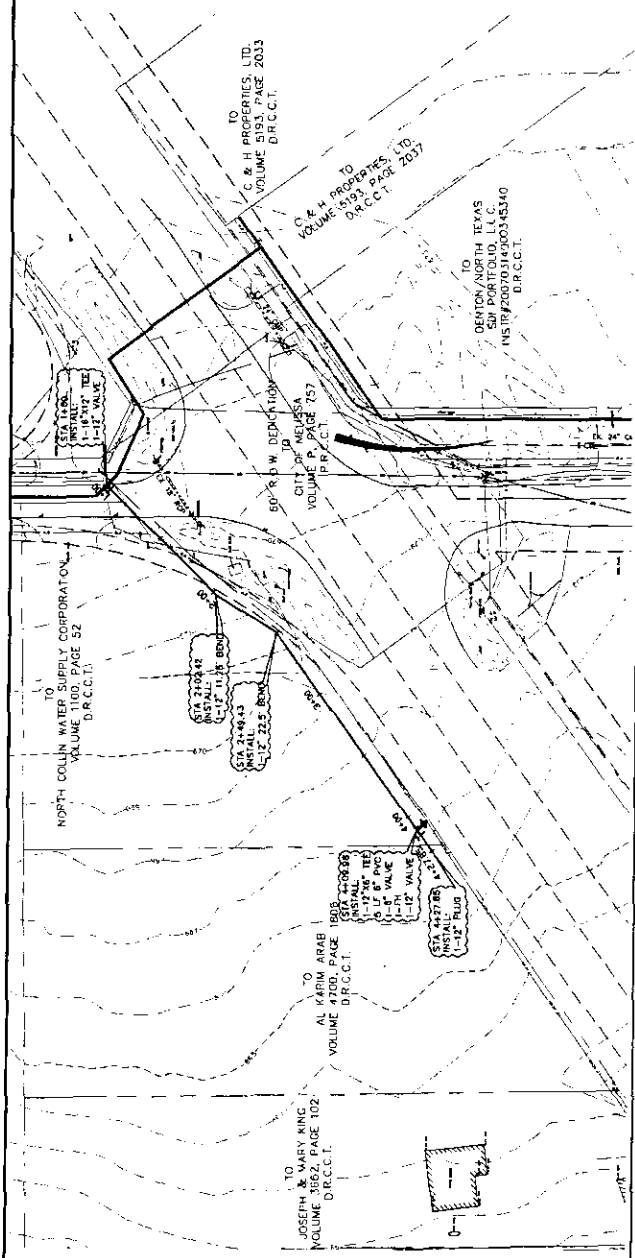
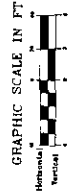
**BWR**  
 Right in the Center  
 2020 County Road 1108 | Apt. 1757 | P 972.924.4033  
 P 972.924.2757

**FITZHUGH BRANCH  
 CAPITAL IMPROVEMENT PLANS**  
**GREATER TEXOMA UTILITY AUTHORITY**  
 CITY OF MELISSA  
 COLLIN COUNTY, TEXAS

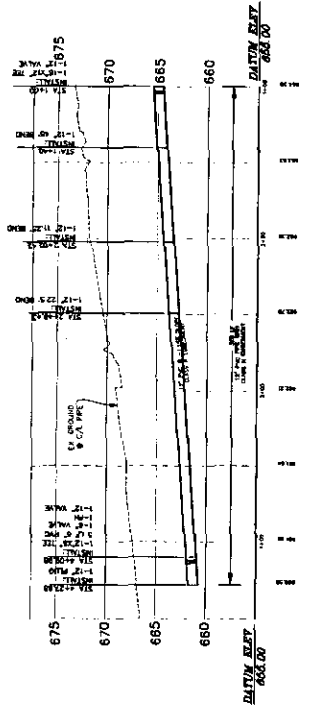
PROJECT NO. 057102010  
 MILLER ROAD  
 WATER LINE  
 CHANGE ORDER 3  
 DATE: 05/10/2010  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]  
 DATE: 05/10/2010

**BW-3**  
 1 of 1

**CAUTION!!!** The plans are taken from existing public records. The exact location and elevation of public utilities should be determined by field investigation prior to excavation and utility installation. Call (1-800-800-1555) and find out the location of all public utilities prior to excavation and utility installation.



**MILLER ROAD WATER LINE EXTENSION**



ATTACHMENT VI – B



# GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE  
DENISON, TEXAS 75020-8448  
903/786-4433  
FAX: 903/786-8211  
www.gtua.org

## MEMO

TO: Board of Directors, Greater Texoma Utility Authority

FROM: Jerry W. Chapman, General Manager

DATE: March 16, 2011

RE: Sherman Relief Sewer C: King to Pacific  
Dickerson Construction Co., Inc.  
Change Order No. 1

---

This is a project the Authority awarded last year for the City of Sherman near several sets of railroad tracks. That work is now complete without any change orders. Change Order No. 1 will reconcile for quantities actually used. The result is an increase of \$13,689.25 resulting in a final contract price of \$464,106.75. Funds are available from previously issued Sherman bond issues.

**ACTION REQUESTED:** The General Manager requests the Board to consider approving change order no. 1 to the contract with Dickerson Construction Co., Inc. for the Sherman Relief Sewer C: King to Pacific project.

JWC:cc

Attachment

# CHANGE ORDER

No. 1

PROJECT Relief Sewer C: King to Pacific in the City of Sherman, TX

DATE OF ISSUANCE 2/7/11

EFFECTIVE DATE \_\_\_\_\_

OWNER Greater Texoma Utility Authority

OWNER's Contract No. \_\_\_\_\_

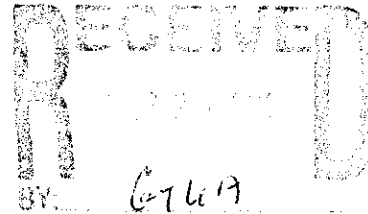
CONTRACTOR Dickerson Construction Co., Inc. ENGINEER Morris Engineers

You are directed to make the following changes in the Contract Documents:

Description: Reconcile contract price to final quantities of work

Reason for Change Order: Project close-out

Attachments: Spreadsheet



CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 450,417.50	Original Contract Times Substantial Completion: Ready for Final Payment:
Net changes from previous Change Orders No. <u>0</u> to <u>0</u> . \$ -0-	Net change from previous Change Orders No. <u>  </u> to <u>  </u> . Days
Contract Price prior to this Change Order \$ 450,417.50	Contract times prior to this Change Order Substantial Completion: Ready for Final Payment:
Net Increase (Decrease) of this Change Order \$ 13,689.25	Net Increase (Decrease) of this Change Order Days
Contract Price with all approved Change Orders \$ 464,106.75	Contract Times with all approved Change Orders Substantial Completion: Ready for Final Payment:

RECOMMENDED:

APPROVED:

APPROVED:

ACCEPTED:

Morris Engineers

Greater Texoma Utility Authority

City of Sherman

Dickerson Construction Co., Inc.

By: [Signature]  
Engineer (Auth. Signature)

By: \_\_\_\_\_  
Owner (Auth. Signature)

By: \_\_\_\_\_  
City (Auth. Signature)

By: \_\_\_\_\_  
Contractor (Auth. Signature)

Date: 2-10-11

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CHANGE ORDER**

No. 1

PROJECT Relief Sewer C: King to Pacific in the City of Sherman, TX

DATE OF ISSUANCE 2/7/11

EFFECTIVE DATE \_\_\_\_\_

OWNER Greater Texoma Utility Authority

OWNER's Contract No. \_\_\_\_\_

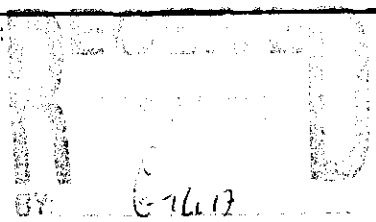
CONTRACTOR Dickerson Construction Co., Inc. ENGINEER Morris Engineers

You are directed to make the following changes in the Contract Documents:

Description: Reconcile contract price to final quantities of work

Reason for Change Order: Project close-out

Attachments: Spreadsheet



CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ 450,417.50	Original Contract Times Substantial Completion: Ready for Final Payment:
Net changes from previous Change Orders No. <u>0</u> to <u>0</u> . \$ -0-	Net change from previous Change Orders No. <u>  </u> to <u>  </u> . Days
Contract Price prior to this Change Order \$ 450,417.50	Contract times prior to this Change Order Substantial Completion: Ready for Final Payment:
Net Increase (Decrease) of this Change Order \$ 13,689.25	Net Increase (Decrease) of this Change Order Days
Contract Price with all approved Change Orders \$ 464,106.75	Contract Times with all approved Change Orders Substantial Completion: Ready for Final Payment:

RECOMMENDED:  
Morris Engineers

APPROVED:  
Greater Texoma Utility Authority

APPROVED:  
City of Sherman

ACCEPTED:  
Dickerson Construction Co., Inc.

By: [Signature]  
Engineer (Auth. Signature)

By: \_\_\_\_\_  
Owner (Auth. Signature)

By: \_\_\_\_\_  
City (Auth. Signature)

By: [Signature]  
Contractor (Auth. Signature)

Date: 2-10-11

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: 2-7-11

GREATER TEXOMA UTILITY AUTHORITY  
RELIEF SEWER C: KING TO PACIFIC  
IN THE CITY OF SHERMAN, TEXAS  
DICKERSON CONSTRUCTION CO., INC.

ITEM NO	ITEM DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	ORIGINAL CONTRACT	CHANGE ORDER NO. 1			REV'D QTY	TOTAL CONTRACT
						ADD	DEDUCT	TOTAL		
1	F&I 21" DIA. GRAVITY SEWER PIPE									
	12' TO 14' DEEP	354	LF	60.00	21,240.00				354	21,240.00
	14' TO 16' DEEP	105	LF	70.00	7,350.00				105	7,350.00
2	F&I 18" DIA. GRAVITY SEWER PIPE									
	10' TO 12' DEEP	1035	LF	60.00	62,100.00				1035	62,100.00
	12' TO 14' DEEP	299	LF	65.00	19,435.00				299	19,435.00
	14' TO 16' DEEP	780	LF	65.00	50,700.00				780	50,700.00
3	F&I 15" DIA. GRAVITY SEWER PIPE									
	5' TO 8' DEEP	172	LF	40.00	6,880.00				172	6,880.00
	8' TO 10' DEEP	447	LF	45.00	20,115.00				447	20,115.00
	10' TO 12' DEEP	396	LF	50.00	19,800.00				396	19,800.00
	12' TO 14' DEEP	53	LF	55.00	2,915.00				53	2,915.00
4	F&I 12" DIA. GRAVITY SEWER PIPE									
	5' TO 8' DEEP	5	LF	50.00	250.00				5	250.00
5	F&I 10" DIA. GRAVITY SEWER PIPE									
	10' TO 12' DEEP	26	LF	45.00	1,170.00	31		1,395.00	57	2,565.00
6	F&I 8" DIA. GRAVITY SEWER PIPE									
	5' TO 8' DEEP	26	LF	30.00	780.00	2		60.00	28	840.00
	8' TO 10' DEEP	7	LF	30.00	210.00				7	210.00
7	F&I 6" DIA. GRAVITY SEWER PIPE									
	5' TO 8' DEEP	5	LF	28.50	142.50	3		85.50	8	228.00
8	F&I 4" DIA. MANHOLE									
	6' TO 8' DEEP	1	EA	2,500.00	2,500.00				1	2,500.00
	8' TO 10' DEEP	1	EA	2,650.00	2,650.00				1	2,650.00
	10' TO 12' DEEP	6	EA	2,800.00	16,800.00				6	16,800.00
	12' TO 14' DEEP	1	EA	3,000.00	3,000.00				1	3,000.00
	14' TO 16' DEEP	3	EA	3,200.00	9,600.00				3	9,600.00
9	ADD TO BASE MH PRICE FOR MH DROPS									
	8" DROP	6	EA	500.00	3,000.00				6	3,000.00
	10" DROP	1	EA	700.00	700.00	1		700.00	2	1,400.00
	ADD FOR PROTECTIVE COATING FOR 48" DIA. MH (Specify on BID)	55	VF	165.00	9,075.00	2.44		402.60	57.44	9,477.60
10	ADD TO BASE SWR PRICE FOR BORE & CASE STREET XING @ 14+50	1	JOB		16,000.00				1	16,000.00
11	ADD TO BASE SWR PRICE FOR BORE & CASE RR XING 31+16 TO 33+47	1	JOB		59,500.00				1	59,500.00
12	ADD TO BASE SWR PRICE FOR STREET REPAIR @ 18+00	1	JOB		14,000.00				1	14,000.00
13	ADD TO BASE SWR PRICE FOR CEMENT-STABILIZED SAND @ PIPELINE XINGS	140	LF	27.50	3,850.00				140	3,850.00
14	F&I SEWER SERVICE CONNECTION									
	15" MAIN	3	EA	200.00	600.00	1		200.00	4	800.00
	18" MAIN	3	EA	200.00	600.00	4		800.00	7	1,400.00
	21" MAIN	3	EA	250.00	750.00		-2	(500.00)	1	250.00
15	F&I SDR 35 PVC SERVICE LINE									
	4" SERVICE LINE	50	LF	25.00	1,250.00	58		1,450.00	108	2,700.00
	6" SERVICE LINE	50	LF	25.00	1,250.00		-30	(750.00)	20	500.00
16	DEM. ABANDONED MANHOLES	9	EA	350.00	3,150.00		-1	(350.00)	8	2,800.00
17	REMOVE ABANDONED MANHOLES TO ENABLE NEW CONST.	6	EA	600.00	3,600.00				6	3,600.00
18	EQPT & LABOR TO ADJ. WATERLINES/ELIMINATE CONFLICT									
19	4" WATERLINE	PER	EA	1,650.00						0.00
	6" WATERLINE	PER	EA	1,850.00						0.00
	8" WATERLINE	PER	EA	2,100.00						0.00
	10" WATERLINE	PER	EA	2,500.00						0.00
	12" WATERLINE	PER	EA	3,000.00						0.00
	14" WATERLINE	PER	EA	4,000.00						0.00
20	F&I @ STA 36+41 TRANSITION FROM EXIST. SWR TO NEW SWR	1	JOB		800.00				1	800.00
	ADD FOR ASPHLT DRVWYS, ST REPAIRS INCL. SAW CUT, EXCAVATED MATERIAL BACKFILL	2168	LF	27.50	59,620.00				2168	59,620.00
21	ADD FOR ASPHLT DRVWYS, ST REPAIRS INCL. SAW CUT, CRUSHER SCREENINGS BACKFILL	158	LF	65.50	10,349.00				158	10,349.00
22	ADD FOR GRAVEL DRVWY, STREET, LOT REPAIRS	994	LF	4.00	3,976.00				994	3,976.00
23	TRENCH EXCAVATION PROTECTION	3710	LF	1.00	3,710.00	36		36.00	3746	3,746.00
24	SWPPP	1	JOB		2,500.00				1	2,500.00
25	TXDOT TRAFFIC CONTROLS	1	JOB		4,500.00				1	4,500.00
26	EXTEND BORE STA. 14+50		LF	262.29		35		9,180.15	35	9,180.15
27	REPLACE 12" CULVERT		LF	40.00		11		440.00	11	440.00
28	REPLACE 15" CULVERT		LF	45.00		12		540.00	12	540.00
	<b>TOTAL CONTRACT</b>				<b>450,417.50</b>			<b>13,689.25</b>		<b>464,106.75</b>

ATTACHMENT VI - C



# GREATER TEXOMA UTILITY AUTHORITY

---

5100 AIRPORT DRIVE  
DENISON, TEXAS 75020-8448  
903/786-4433  
FAX: 903/786-8211  
www.gtua.org

## MEMO

TO: Board of Directors, Greater Texoma Utility Authority

FROM: Jerry W. Chapman, General Manager

DATE: March 16, 2011

RE: Sherman Relief Sewer C: King to Pacific  
Dickerson Construction Co., Inc.  
Close Out

---

As previously indicated, Dickerson Construction Co., Inc. has completed the work on the Sherman Relief Sewer C: King to Pacific project near downtown Sherman. Work has been completed in an orderly and timely fashion. The contractor has submitted his certifications and consent of surety and the engineer has submitted his recommendation for close out and the as-builts. This project was approved by the Sherman City Council at their February meeting.

**ACTION REQUESTED:** The General Manager requests the Board to consider adopting a Resolution accepting this project as complete.

JWC:cc

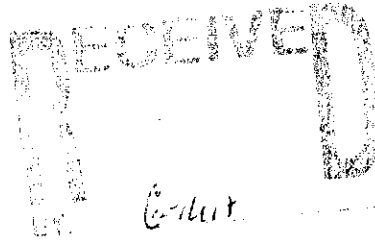
Attachment

# MORRIS ENGINEERS

February 10, 2011

Jerry Chapman  
Greater Texoma Utility Authority  
5100 Airport Drive  
Denison, TX 75020

Mark Gibson, P.E.  
City of Sherman  
P.O. Box 1106  
Sherman, TX 75091-1106



**RE: Relief Sewer C: King to Pacific, in the City of Sherman  
Dickerson Construction Co., Inc.  
Project Close-out**

Gentlemen:

Enclosed are a final payment request and project close-out documents for work completed by Dickerson Construction Co., Inc., on the Relief Sewer C project in Sherman. The total value of work is \$464,106.75. We confirmed the work with the staff of the City of Sherman. You previously paid the Contractor \$412,836.88. The total amount of final payment due is \$51,269.87.

I am also enclosing the following documents for your records:


Contractor's Certification and Guarantee  
Consent of Surety to Final Payment  
Engineer's Certificate of Project Completion  
As-Builts

Item 44 of the General Requirements of the contract documents provides that the Contractor guarantee all the work under the contract to be free from faulty materials and improper workmanship and agree to replace without cost to the Owner such work as may be found to be improper. If the Contractor fails to correct defective work, Owner may, after seven days written notice to Contractor, correct and remedy the deficiency and bill the Contractor for expenses incurred. This guarantee covers a period of one year and is documented by the Contractor's Certification and Guarantee.

Also enclosed is Change Order No. 1 to reconcile the contract price to final quantities of work completed. It includes items predominately relating to storm sewers and other existing conditions discovered during the trench excavation. The change order increases the contract price by \$13,689.25 to \$464,106.75. If the change order meets your approval, please sign it where indicated and return a signed copy to us for our records.

Please call me if you have any questions or require additional information.

Sincerely,



Timothy L. Morris, P.E.

Enclosures

- c: Dickerson Construction Company, Inc. (w/encl.)
- Dean Crenshaw, TWDB IFSS (w/encl.)
- Jerry Pace, City of Sherman Dept. of Engineering (w/encl.)
- Project file (w/encl.)

RECEIVED  
BY: GILBERT

Periodical Estimate No: FINAL DATE 1/25/2011

Period: 12/24/2010 to 1/25/2011

Project: RELIEF SEWER C: KING TO PACIFIC

Name of Owner: GREATERTEXOMA UTILITY AUTHORITY  
CITY OF SHERMAN Contractor: DICKERSON CONSTRUCTION COMPANY, INC.  
220 W. MULBERRY P. O. BOX 181  
SHERMAN, TX 75090 CELINA, TEXAS 75009

CONTRACT AMOUNT: \$450,417.50  
TOTAL ADDITIONS 13,689.25  
\$0,290.15  
TOTAL DEDUCTIONS 464,106.75  
REVISED AMOUNT: \$458,707.65

DATE OF CONTRACT  
TIME COMMENCEMENT 5-3-10  
DAYS ALLOWED IN  
CONTRACT \_\_\_\_\_  
DATE OF SUBSTANTIAL  
COMPLETION 9-30-10  
DATE OF FINAL  
COMPLETION 10-30-10

SUMMARY OF JOB STATUS

Total Work Completed: \$464,106.75  
Materials on Hand \$0.00  
Total Work and Materials \$464,106.75  
Less 0% Retained \$0.00  
Balance \$464,106.74  
Less Previous Payment (\$412,836.88)  
Amt. Due This Period \$51,269.87

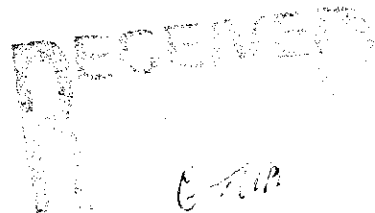
CONTRACTOR's Certification: The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through \_\_\_\_\_ inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

DICKERSON CONSTRUCTION COMPANY, INC.

CONTRACTOR

By: [Signature]

Dated: 1/25/2011



ENGINEER's Recommendation:

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

2-10-11

Engineer: MORRIS ENGINEERS

DICKERSON CONSTRUCTION COMPANY, INC.

P. O. BOX 181

CELINA, TEXAS 75009

(972) 382-2123 FAX # (972) 382-2043

PERIODICAL ESTIMATE FOR PARTIAL PAYMENT

Periodical Estimate No: FINAL Period: 12/24/2010 to 1/25/2011  
 Name of Owner: CITY OF SHERMAN Address: 220 W. MULBERRY  
SHERMAN, TX 75090  
 Project: RELIEF SEWER C: KING TO PACIFIC Est. Contract Cost: \$450,417.50

Item #	Description	Unit	Quantity	Complete	Unit Price	Total	
1	21" sewer	12' - 14'	lf	354	354	\$60.00	\$21,240.00
		14' - 16'	lf	105	105	\$70.00	\$7,350.00
2	18" sewer	10' - 12'	lf	1035	1035	\$60.00	\$62,100.00
		12' - 14'	lf	299	299	\$65.00	\$19,435.00
3	15" sewer	14' - 16'	lf	780	780	\$65.00	\$50,700.00
		5' - 8'	lf	172	172	\$40.00	\$6,880.00
4	12" sewer	8' - 10'	lf	447	447	\$45.00	\$20,115.00
		10' - 12'	lf	396	396	\$50.00	\$19,800.00
5	10" sewer	12' - 14'	lf	53	53	\$55.00	\$2,915.00
		5' - 8'	lf	5	5	\$50.00	\$250.00
6	8" sewer	10' - 12'	lf	26	57	\$45.00	\$2,565.00
		5' - 8'	lf	26	(28)	\$30.00	\$840.00
7	6" sewer	8' - 10'	lf	7	7	\$30.00	\$210.00
		5' - 8'	lf	5	8	\$28.50	\$228.00
8	4' manhole	6' - 8'	ea	1	1	\$2,500.00	\$2,500.00
		8' - 10'	ea	1	1	\$2,650.00	\$2,650.00
		10' - 12'	ea	6	6	\$2,800.00	\$16,800.00
		12' - 14'	ea	1	1	\$3,000.00	\$3,000.00
9	8" drop	14' - 16'	ea	3	3	\$3,200.00	\$9,600.00
		10" drop	ea	6	6	\$500.00	\$3,000.00
10	protective coating	10" drop	ea	1	2	\$700.00	\$1,400.00
		protective coating	vf	55	57.44	\$165.00	\$9,477.60
11	bore sta. 14+50	job	1	1	\$16,000.00	\$16,000.00	
12	bore sta. 31+16	job	1	1	\$59,500.00	\$59,500.00	
13	street repair sta. 18+00	job	1	1	\$14,000.00	\$14,000.00	
14	cement stabilized sand	lf	140	140	\$27.50	\$3,850.00	
15	sewer service	15"	ea	3	4	\$200.00	\$800.00
		18"	ea	3	7	\$200.00	\$1,400.00
		21"	ea	3	1	\$250.00	\$250.00

Total Value of Work Performed cont.  
 Materials on Hand \_\_\_\_\_  
 Total Value of Work to Date \_\_\_\_\_  
 Less 0% Retained \_\_\_\_\_  
 Less Previous Payment \_\_\_\_\_

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

**PERIODICAL ESTIMATE FOR PARTIAL PAYMENT**

Periodical Estimate No: FINAL Period: 12/24/2010 to 1/25/2011  
Name of Owner: CITY OF SHERMAN Address: 220 W. MULBERRY  
SHERMAN, TX 75090  
Project: RELIEF SEWER C: KING TO PACIFIC Est. Contract Cost: \$450,417.50

Item #	Description	Unit	Quantity	Complete	Unit Price	Total
16	service line 4"	lf	50	108	\$25.00	\$2,700.00
	6"	lf	50	20	\$25.00	\$500.00
17	demolish manhole	ea	9	8	\$350.00	\$2,800.00
18	remove manhole	ea	6	6	\$600.00	\$3,600.00
19	adjust water line 4"	ea		0	\$1,650.00	\$0.00
	6"	ea		0	\$1,850.00	\$0.00
	8"	ea		0	\$2,100.00	\$0.00
	10"	ea		0	\$2,500.00	\$0.00
	12"	ea		0	\$3,000.00	\$0.00
	14"	ea		0	\$4,000.00	\$0.00
20	station 36+41 transition	job	1	1	\$800.00	\$800.00
21	asphalt repair	lf	2168	2168	\$27.50	\$59,620.00
22	asphalt repair w/screening	lf	158	158	\$65.50	\$10,349.00
23	gravel repair	lf	994	994	\$4.00	\$3,976.00
24	trench safety	lf	3710	3746	\$1.00	\$3,746.00
25	swppp	job	1	1	\$2,500.00	\$2,500.00
26	traffic control	job	1	1	\$4,500.00	\$4,500.00
11A	Extend bore Sta. 14+50	lf	0	35	\$262.29	\$9,180.15
	Replace 12" culvert	lf	0	11	\$40.00	\$440.00
	Replace 15" culvert	lf	0	12	\$45.00	\$540.00
	<i>12" culvert 2 places @ Cherry St. 5' + 6' = 11'</i>					
	<i>15" culvert @ 23+20 12'</i>					

Total Value of Work Performed	\$464,106.75
Materials on Hand	\$0.00
Total Value of Work to Date	\$464,106.75
Less 0% Retained	\$0.00
Less Previous Payment	(\$412,836.88)

**CERTIFICATE OF PROJECT COMPLETION**

PROJECT: Relief Sewer C: King to Pacific, in the City of Sherman, TX

DATE OF ISSUANCE: 2/7/11

OWNER: Greater Texoma Utility Authority

CONTRACTOR: Dickerson Construction Co., Inc.

ENGINEER: Morris Engineers

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

all specified work

To: Greater Texoma Utility Authority and City of Sherman  
[OWNER]

And To: Dickerson Construction Co., Inc.  
[CONTRACTOR]

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

2 - 10 - 11

DATE OF COMPLETION

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

RESPONSIBILITIES

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

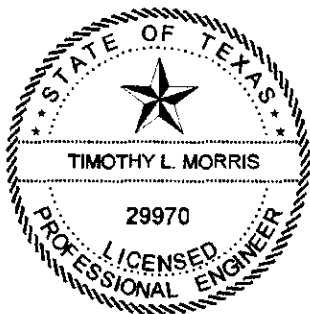
CONTRACTOR: Warranties and guarantees

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

n/a

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

Executed by ENGINEER on 2-10, 2011.



By: Morris Engineers  
[ENGINEER]  
TIMOTHY L. MORRIS, P.E.

**CONTRACTOR'S CERTIFICATION AND GUARANTEE**

**Date:** 1-26-11

**Project:** Relief Sewer C : King to Pacific

**Owner:** City of Sherman

**Contractor:** Dickerson Const. Co., Inc

**Date of Contract:** April 2009

**Date of Project Completion:**

**Final Contract Amount:** \$464,106.75

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

The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of completion as evidenced by the Engineer's Final Certificate. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of completion that all work under the Contract is free from faulty materials and equipment in every particular and free from improper workmanship, and against injury from proper and usual wear, and agrees to replace or to re-execute without cost to the OWNER such work as may be found to be improper or imperfect and to make good all damage caused to the other work or materials, due to such required replacement or re-execution. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other work that may be made necessary to such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The PERFORMANCE BOND shall remain in full force and effect through the guarantee period.

Warranties and guarantees provided by manufacturers of devices and equipment shall not diminish CONTRACTOR's responsibility under this certification and guarantee.

**CONTRACTOR:** Dickerson Const. Co., Inc

**BY:** \_\_\_\_\_

**DATE:** 1-26-11

**ATTEST:** Nancy Little

ETLH

Bond No. 61BCSEY0864

**CONSENT OF SURETY  
TO FINAL PAYMENT**

Conforms with the American Institute of  
Architects, AIA Document G707

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

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

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:  
General Construction

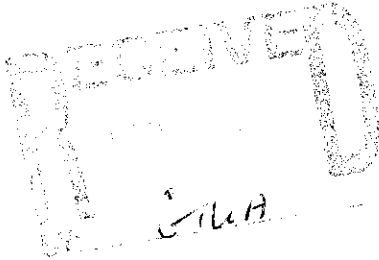
PROJECT: Construction of Relief Sewer C: King to  
*(Name and address)* Pacific, in the City of Sherman, Texas

CONTRACT DATED:  
February 4, 2010

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

Hartford Fire Insurance Company

785 Greens Parkway, Suite 200  
Houston, Texas 77067



, SURETY,

on bond of  
*(Insert name and address of Contractor)*

Dickerson Construction Company, Inc.

P.O. Box 181  
Celina, Texas 75009

, CONTRACTOR,

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


Greater Texoma Utility Authority

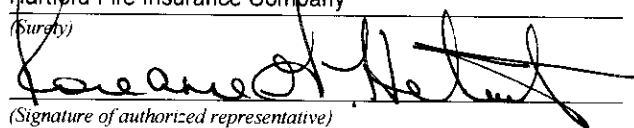
5100 Airport Drive  
Denison, Texas 75020

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **January 28, 2011**  
*(Insert in writing the month followed by the numeric date and year.)*

  
Attest: Mary Rifeat, Surety Assistant

Hartford Fire Insurance Company  
*(Surety)*  
  
*(Signature of authorized representative)*

Roxanne G. Hebert, Attorney-in-Fact  
*(Printed name and title)*

# POWER OF ATTORNEY

Direct Inquiries/Claims to:

**THE HARTFORD**

BOND, T-4

P.O. BOX 2103, 690 ASYLUM AVENUE  
HARTFORD, CONNECTICUT 06115

call: 888-266-3488 or fax: 860-757-5835

**KNOW ALL PERSONS BY THESE PRESENTS THAT:**

**Agency Code: 61-611785**

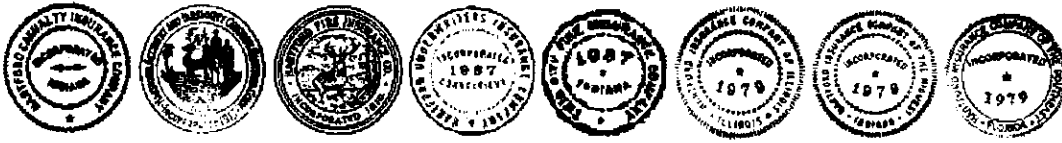
- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

*Bruce C. DeHart, Edward L. Moore, David R. Groppe, Lori Ellis, Roxanne G. Hebert,  
Sharen Groppe, Gary L. Timmons, Mary M. Rifaat, Beverly A. Ireland*  
of  
*Spring, TX*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Paul A. Bergenholz*

Paul A. Bergenholz, Assistant Secretary

*M. Ross Fisher*

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }  
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of March, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

*Scott E. Pascka*

Scott E. Pascka  
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 28, 2011.

Signed and sealed at the City of Hartford.



*Gary W. Stumper*

Gary W. Stumper, Assistant Vice President

**CONTRACTOR'S FINAL PAYMENT AFFIDAVIT**

Locality: Celina, Tx

TX CDBG \_\_\_\_\_

Contractor: Dickerson Const. Co. Inc

Date: 1-25-11

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared Lewis Dickerson who being duly sworn, on oath, says that he is a duly authorized representative of Dickerson Const. Co. Inc Contractor, and that all terms of the Contract for the completion of certain public works described as Relief Sewer C King to Pacific; City of Sherman, Texas have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the Work for the Owner or its property might in any way be responsible to the best of my knowledge and belief, have been paid or will be paid or otherwise satisfied within sixty days after receipt of final payment from the Owner, or within the period of time required by Article 601f, Vernon's Civil Statutes. Payments not made in full at the time of this affidavit are listed below.

FINAL PAYMENTS pending as of this date hereof are:  None Pending  As Listed Below

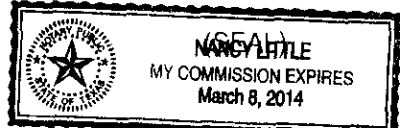
Individual or Co. Name	Mailing Address	Amount Owed

A  
Signature  
President  
Title

Affidavit must be signed by an individual owner or partner in partnership, or by a person authorized by by-laws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership. In the event subcontractors, laborers, or material suppliers have not been paid in full, the Contractor shall list hereon the amount owed and the name and address of each subcontractor, laborer, or material supplier to whom such payment is owed.

Sworn and Subscribed before me this, the 25<sup>th</sup> day of January, 2011.

Nancy Little  
Notary Public in and for Collin County, Texas



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION BY THE BOARD OF DIRECTORS OF THE GREATER TEXOMA UTILITY AUTHORITY ACCEPTING THE CONTRACT WITH DICKERSON CONSTRUCTION CO., INC. AS COMPLETE FOR THE CONSTRUCTION OF THE SHERMAN SEWER C: KING TO PACIFIC PROJECT

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

WHEREAS, the Greater Texoma Utility Authority has entered into a contract with Dickerson Construction Co., Inc. for the construction of the Sherman Sewer C: King project to; and

WHEREAS, representatives of the Greater Texoma Utility Authority, the City of Sherman and the project engineer have inspected the Sherman Sewer C: King to Pacific Project and found it to be complete;

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

Upon motion by \_\_\_\_\_, seconded by \_\_\_\_\_, the foregoing Resolution was passed and approved on this 21<sup>st</sup> day of March 2011 by the following vote:

AYE:

NAY:

ABSTAIN:

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

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary-Treasurer

ATTACHMENT VI – D



# GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE  
DENISON, TEXAS 75020-8448  
903/786-4433  
FAX: 903/786-8211  
www.gtua.org

## MEMO

TO: Board of Directors, Greater Texoma Utility Authority

FROM: Jerry W. Chapman, General Manager

DATE: March 15, 2011

RE: Sherman Hwy 75 North Sewer Contract "B"  
Tri-Con Services, Inc.  
Change Order No.1

---

In 2010 the Authority awarded this contract to Tri-Con Services, Inc. During construction of the project it became necessary to realign the sewer force main and manhole at Loy Lake Road. This involved expenses not originally contemplated in the project. David Gattis, the engineer is recommending approval of this change order in the amount of \$6,476.52. Funds are available from the 2009 bond issue.

**ACTION REQUESTED:** The General Manager recommends the Board approve change order no. 1, subject to similar action being taken by the Sherman City Council.

JWC:cc

Attachment

CHANGE ORDER NO. 1

PROJECT : CONTRACT "B": HIGHWAY 75 NORTH SEWER  
OWNER : GREATER TEXOMA UTILITY AUTHORITY  
CONTRACTOR: Tri-Con Services, Inc  
ENGINEER : Freeman - Millican, Inc., Dallas, Texas  
DATE : March 14, 2011

---

TO THE CONTRACTOR:

You are hereby authorized, subject to the Contract provisions, to make the changes as outlined in this change order No. 1 all in accordance with the plans and specifications.

Re-alignment of sewer, force main and manhole at Loy Lake Road	\$ 5,395.65
Core concrete embedment at creek flow line at station 53 + 00	2,250.00
Net decrease actual quantities installed. See exhibit 1.	(1,169.13)

Net Increase \$ 6,476.52

Original Contract Amount: \$1,150,624.87

Revised Contract Amount with this Change Order No. 1 \$1,157,101.39

---

RECOMMENDED:

David E. Dattis

Freeman - Millican, Inc.

3-14-2011

Date

APPROVED:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

**HIGHWAY 75 NORTH SEWER - CONTRACT B**  
**Quantities Installed**

Date Submitted: 3/14/11  
 To: GTUA / CITY OF SHERMAN  
 Date: March 14, 2011

Contractor: Tri Con Services, Inc.  
 3010 West Main  
 Rowlett, Tx 75088

Exhibit 1

Item	Description	Quantity	Units	Unit Price	Total Value	Qty Installed	Installed +/- Qty	Installed +/- Cost
<b>Sewer Improvements</b>								
P.1	15" SEWER (0'-11')	156	LF	\$33.50	\$5,226.00	156	0	
P.2	15" SEWER (0'-9")	1541	LF	\$33.00	\$50,853.00	1541	0	
P.3	15" SEWER (0'-16')	458	LF	\$35.00	\$16,030.00	458	0	
P.4	12" SEWER 0'-9'	123	LF	\$32.00	\$3,936.00	123	0	
P.5	10" SEWER 0'-12'	57	LF	\$28.00	\$1,596.00	57	0	
P.6	10" SEWER 0'-9'	252	LF	\$27.75	\$6,993.00	252	0	
P.7	10" SEWER 0'-14'	245	LF	\$34.00	\$8,330.00	245	0	
P.8	8" SEWER 0'-7'	191	LF	\$25.75	\$4,918.25	191	0	
P.9	8" SEWER 7'-11'	233	LF	\$26.00	\$6,058.00	233	0	
P.10	8" SEWER 0'-11'	151	LF	\$27.75	\$4,190.25	151	0	
P.11	8" SEWER 11'-17'	87	LF	\$32.00	\$2,784.00	87	0	
P.12	8" SEWER 0'-11' LINE 2G	253	LF	\$27.75	\$7,020.75	253	0	
P.13	8" SEWER 0'-9' LINE 2H	48	LF	\$26.00	\$1,248.00	48	0	
P.14	14" FORCE MAIN 0'-9' LINE FM2	827	LF	\$41.62	\$34,419.74	827	0	
P.15	14" FORCE MAIN 9'-13' LINE FM2	242	LF	\$44.60	\$10,793.20	242	0	
P.16	15" SEWER & 14" FORCE MAIN IN SINGLE DITCH	571	LF	\$57.40	\$32,775.40	571	0	
P.17	15" SEWER & 14" F.M. 9'-13' SINGLE TRENCH	471	LF	\$58.40	\$27,506.40	471	0	
P.18	12" SEWER & 14" F.M. 0'-9' SINGLE DITCH	1205	LF	\$55.50	\$66,877.50	1205	0	
P.19	12" SEWER & 14" F.M. 9'-13' SINGLE DITCH	516	LF	\$56.50	\$29,154.00	516	0	
P.20	10" SEWER & 14" F.M. 0'-8' SINGLE DITCH	1082	LF	\$50.20	\$54,316.40	1082	0	
P.21	10" SEWER & 14" F.M. 8'-13' SINGLE DITCH	483	LF	\$53.20	\$25,695.60	523	40	\$2,128.00
P.22	10" SEWER & 14" F.M. 13'-15' SINGLE DITCH	65	LF	\$53.20	\$3,458.00	65	0	
P.23	8" SEWER & 14" F.M. 0'-7' SINGLE DITCH	1021	LF	\$49.60	\$50,641.60	1021	0	
P.24	8" SEWER & 14" F.M. 7'-11" SINGLE DITCH	483	LF	\$50.50	\$24,391.50	483	0	
P.25	10" SEWER IN EXISTING 16" CASING	40	LF	\$35.36	\$1,414.40	0	-40	-\$1,414.40
P.26	14" F.M. IN EXISTING 20" CASING	40	LF	\$52.86	\$2,114.40	0	-40	-\$2,114.40
P.27	12" SEWER IN 18" CASING BY OPEN CUT 0'-12'	115	LF	\$59.48	\$6,840.20	115	0	
P.28	14" F.M. BY OPEN CUT IN 22" CASING 0'-12'	115	LF	\$122.00	\$14,030.00	115	0	
P.29	15" SEWER BORE W/ 22" STEEL FALLON DR.	120	LF	\$270.00	\$32,400.00	120	0	
P.30	14" F.M. BORE W/ 22" STEEL CASING FALLEN DR.	120	LF	\$270.00	\$32,400.00	120	0	
P.31	12" SEWER DRY BORE 18" CASING HWY. 75	530	LF	\$295.00	\$156,350.00	530	0	
P.32	14" F. M. DRY BORE W/ 22" CASING HWY- 75	530	LF	\$295.00	\$156,350.00	530	0	
P.33	AERIAL CROSSING TWO 26" STEEL CASING	80	lf	\$300.00	\$24,000.00	80	0	

P.34	AERIAL CROSSING W/ 24" & 18" STEEL CASING	46	LF	\$190.00	\$8,740.00	46	0	
P.35	AERIAL CROSSING 24" & 16" CASING	53	LF	\$190.00	\$10,070.00	53	0	
P.36	AERIAL CROSSING W/ SINGLE 14" CASING	50	LF	\$85.00	\$4,250.00	50	0	
P.37	30" DIA. PIER TWO EA.	44	VF	\$375.00	\$16,500.00	52	8	\$3,000.00
P.38	24" PIER 6 EA.	86	VF	\$350.00	\$30,100.00	106	20	\$7,000.00
P.39	4' DIA. MANHOLE 0'-9'	22	EA	\$2,462.00	\$54,164.00	22	0	
P.40	4' DIA. MANHOLE 9'-14'	13	EA	\$2,842.00	\$36,946.00	12	1	
P.41	CLASS - G CONCRETE ENC.	85	LF	\$25.00	\$2,125.00	85	0	
P.42	5" THICK 2000 PSI RIP RAP	200	SY	\$50.00	\$10,000.00	24.44	-175.56	-\$8,778.00
P.43	STABILIZE SLOPE FABRIC & GRASS SEED	3000	SY	\$2.50	\$7,500.00	4025	1025	\$2,562.50
P.44	STABILIZE SLOPE W/SOIL CEMENT BACKFILL	150	SY	\$15.00	\$2,250.00	150	0	
P.45	CRUSHED STONE FOUNDATION	100	CY	\$29.00	\$2,900.00	0	-100	-\$2,900.00
P.46	R&R ASPHALT PAVING	67	SY	\$65.00	\$4,355.00	47	-20	-\$1,300.00
P.47	FENCH GAP W/ GATE	9	EA	\$1,522.17	\$13,699.53	10	1	\$1,522.17
P.48	SIX WIRE GAP	1	EA	\$875.00	\$875.00	0	-1	-\$875.00
P.49	AERIAL CROSSING FENCE BARRIER	6	EA	\$1,050.00	\$6,300.00	0	6	
P.50	TRENCH SAFETY	10991	LF	\$1.25	\$13,738.75	10991	0	
P.51	STORM WATER POLLUTION	1	LS	\$21,000.00	\$21,000.00	1	0	
								<b>-1169.13</b>

**NET DECREASE FROM QUANTITIES INSTALLED**

Exhibit 1

## WATER ACTIVITIES

ATTACHMENT VII – A

ATTACHMENT VII - B



# GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE  
DENISON, TEXAS 75020-8448  
903/786-4433  
FAX: 903/786-8211  
www.gtua.org

## MEMO

TO: Board of Directors, Greater Texoma Utility Authority

FROM: Jerry W. Chapman, General Manager

DATE: March 16, 2011

RE: Argyle WSC 12" Water Line Extension from Stonecrest Road to Harpole Road  
Wilson Contractor Services, LLC  
Change Order No. 1

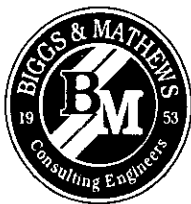
---

After the contract was awarded to Wilson Contractor Services, LLC, the Union Pacific Railway, which has tracks in the area where the waterline will be constructed, issued requirements for additional insurance coverage to satisfy their minimum insurance requirements. This will be an additional cost to Wilson Contractor Services, LLC; however, they were not aware of this additional requirement and cost at the time of the bid. This cost is \$7,800. After reviewing the change order recommendation, I telephoned the engineer, Kerry Maroney, Jr. and advised him to request Wilson Contractor Services, LLC add the Authority and Biggs and Mathews as additional insured parties on the project so there would be no opportunity for liability for either the Authority or the engineer's part. Funds are available from the 2007 bond issue to pay for this additional cost.

**ACTION REQUESTED:** The General Manager requests the Board to accept the change order in the amount of \$7,800 to provide additional insurance coverage.

JWC:cc

Attachment



# BIGGS & MATHEWS INC.

Consulting Engineers

March 2, 2011

Jerry Chapman  
General Manager  
Greater Texoma Utility Authority  
5100 Airport Drive  
Denison, TX 75020

**RECEIVED**

MAR 03 2011

**GTUA**

RE: 12" Water Line Extension  
Stonecrest Road to Harpole Road  
Contract Change Order No. 1

Dear Mr. Chapman:

Enclosed for you review and approval is a copy of Contract Change Order No. 1 for the 12" Water Line Extension from Stonecrest Road to Harpole Road. Five (5) copies of the original executed change order were initially sent for your approval on February 10, 2011.

The requested change order would require Wilson Contractor Services, LLC. to increase their insurance coverage to satisfy the minimum requirements outlined in the Contract Documents and those specified by Union Pacific Railroad Company. The purpose of this change order is to minimize any potential liability to Argyle Water Supply Corporation during the construction of this project.

Please contact me if you have any question regarding the enclosed document.

Regards,

BIGGS & MATHEWS, INC. (F-834)

Kerry J. Maroney Jr., P.E.

Enclosure

CC: Mr. Randall Davis, Argyle Water Supply Corporation

# CONTRACT CHANGE ORDER

ORDER NO.
1
DATE
01/28/11
STATE
Texas
COUNTY
Denton

12" Water Line Extension from Stoncrest Road to Harpole Road  
 CONTRACT FOR  
 Greater Texoma Utility Authority on behalf of Argyle WSC  
 OWNER

To Wilson Contractor Services, LLC  
*(Contractor)*

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
1. Adjust Insurance Coverage to Match that Obtained by Argyle WSC to Satisfy Union Pacific Railroad Company Contract Insurance Requirements.	\$	\$ 7,800.00
TOTALS		\$7,800.00
NET CHANGE IN CONTRACT PRICE		\$7,800.00

**JUSTIFICATION:**

The owner would like to minimize any potential liability by requesting that the contractor's insurance coverage be adjusted to match that obtained by Argyle WSC to satisfy Union Pacific Railroad Company Contract Insurance Requirements.

The amount of the contract will be (~~Decreased~~) (Increased) By The Sum Of: Seven Thousand Eight Hundred Dollars

and no/100 Dollars (\$ 7,800.00 ).

The Contract Total Including this and previous Change Orders Will Be: Three Hundred Ninety Six Thousand Three Hundred Eighty

Seven Dollars and no/100 Dollars (\$ 396,387.00 ).

The Contract Period Provided for Completion Will Be (~~Increased~~) (~~Decreased~~): 0 Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested Greater Texoma Utility Authority on behalf of Argyle WSC (Owner)

Recommended [Signature]  
 Biggs & Mathews, Inc. (Owner's Architect/Engineer)

Accepted Weldon Wilson  
 Wilson Contractor Services, LLC. (Contractor)

(Date)  
01/28/11  
 (Date)  
1/28/11  
 (Date)

ATTACHMENT VII – C



# GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE  
DENISON, TEXAS 75020-8448  
903/786-4433  
FAX: 903/786-8211  
www.gtua.org

## MEMO

TO: Board of Directors, Greater Texoma Utility Authority

FROM: Jerry W. Chapman, General Manager

DATE: March 16, 2011

RE: Gainesville \$4.1 million commitment from the TWDB

---

Last year, the Board authorized the General Manager to submit an application on behalf of the City of Gainesville to the Texas Water Development Board (TWDB) as a part of the Water Infrastructure Fund (WIF) in the amount of \$7.235 million for improvements to the City's surface water treatment plant and major distribution lines. This is an extremely popular financing program because of its low interest rate. You may remember the Authority financed the \$21.3 million water storage acquisition from Lake Texoma using this program.

Due to the State's budget constrains, the TWDB has not yet been given the authority to issue another series to replenish the WIF. The application submitted by the Authority in September was approved in October and the Authority received a letter acknowledging the commitment. Subsequently, the Authority received an email from a representative from the TWDB stating the TWDB had not been authorized to issue the bonds to replenish the funds. In later conversations with the TWDB staff, I was offered the opportunity to utilize the funds remaining in the 2010 appropriations, which amounted to approximately \$4.1 million. After discussing this with the City of Gainesville, we concluded this would be a good opportunity to receive more than half of the funds needed from the WIF at this extremely attractive rate.

The remaining \$3.1 million can be financed by the WIF if it is reauthorized by legislature, utilize the TWDB Development Fund at a slightly higher interest rate or scale the project down. After discussions with City Manager Barry Sullivan, he requested we proceed with acquiring the \$4.1 million allocation now and wait to see if the WIF program is funded again. If not, we can use the TWDB Development Fund to finance the remaining \$3.1 million.

**ACTION REQUESTED:** Based on the information presented by the TWDB, the General Manager requests the Board authorize the staff to proceed with the \$4.1 million application from the WIF with the knowledge that the formal resolutions will be presented at the April Board meeting.

JWC:cc

Attachment



RECEIVED  
MAR 15 2011  
GTUA

March 14, 2011

Mr. Jerry W. Chapman, General Manager  
Greater Texoma Utility Authority  
5100 Airport Drive,  
Denison, Texas 75020

Re: Greater Texoma Utility Authority (City of Gainesville) TWDB WIF Project No. 21684

Dear Mr. Chapman:

The Texas Water Development Board (TWDB) approved GTUA and the City of Gainesville's financial assistance request for \$7,235,000 on October 14, 2010 for improvements to the Gainesville water system. As you know, the State of Texas has not authorized the TWDB to sale general obligation bonds for this commitment.

It is my understanding that the TWDB currently has \$4,100,000 available in the Water Infrastructure Fund program that can be utilized by Gainesville. The city requests that GTUA move forward on procuring this funding. City staff can place this issue in front of the city council for final approval as early as April 6<sup>th</sup>.

I appreciate all the work that you and GTUA have put into finding this funding. If you need any additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barry L. Sullivan', is written over a horizontal line.

Barry L. Sullivan  
City Manager  
City of Gainesville

## **Carmen Catterson**

---

**From:** Jeff Walker [Jeff.Walker@twdb.state.tx.us]  
**Sent:** Friday, February 11, 2011 12:29 PM  
**To:** Darrell Nichols; Piper Montemayor  
**Subject:** WIF Outstanding Commitment

Mr. Chapman,

The Greater Texoma Utility Authority/City of Gainesville currently has an outstanding commitment of \$7,235,000 from the Water Infrastructure Fund. The ability of the Texas Water Development Board (TWDB) to fund your commitment is dependent on the issuance of State of Texas general obligation bonds that depend on FY2011 appropriations. TWDB has not received all approvals required to issue the general obligation bonds from which your current commitment is to be funded. TWDB wants to make sure that you are aware that at this time, until we receive the necessary approvals, the TWDB will be unable to provide funding to you. Should you decide to proceed with preparation of closing documents for this commitment then you do so at your own risk. TWDB staff will contact you as soon as there is a change in status with respect to the approvals needed to fund your project.

If you have any questions, please contact Piper Montemayor at [piper.montemayor@twdb.state.tx.us](mailto:piper.montemayor@twdb.state.tx.us)

Jeff Walker  
Director  
Texas Water Development Board  
512.463.7779  
[jeff.walker@twdb.state.tx.us](mailto:jeff.walker@twdb.state.tx.us)



# TEXAS WATER DEVELOPMENT BOARD



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October 20, 2010

Mr. Jerry W. Chapman, General Manager  
**Greater Texoma Utility Authority**  
5100 Airport Drive  
Denison, TX 75020

RECEIVED  
OCT 25 2010  
GTUA

Re: Greater Texoma Utility Authority (City of Gainesville) Project No. 21684  
Texas Water Development Board Loan Closing Requirements  
Water Infrastructure Fund

Dear Mr. Chapman:

The Texas Water Development Board (TWDB) would like to thank the **Greater Texoma Utility Authority** (Authority) for utilizing the TWDB's financial assistance programs. On October 14, 2010, TWDB approved the Authority's financial assistance request of \$7,235,000 from the Water Infrastructure Fund.

The loan will be evidenced by the TWDB's purchase of \$7,235,000 Contract Revenue Bonds, Proposed Series 2011. The loan commitment is due to expire on October 31, 2011. **Rates used in the TWDB approval for this commitment are for illustrative purposes only.** A signed copy of the TWDB resolution and the News Release are enclosed. All correspondence regarding this project will need to include the project number listed above.

The closing of the loan commitment and release of funds requires that the Authority's governing body adopt a bond resolution, receive approval of the resolution from the Attorney General (AG), and provide those documents necessary to satisfy all specific conditions as stated in the TWDB's commitment resolution.

The closing process is initiated thirty (30) days prior to the Authority's adoption of the bond resolution. The Authority must provide the TWDB two (2) copies of the following documents for review:

- Proposed calendar for the closing of the loan
- Draft copy of bond ordinance authorizing the bonds
- Bond counsel's legal opinion
- No Litigation Certificate
- No Arbitrage Certificate
- Draft Escrow Agreement

*Our Mission*

*To provide leadership, planning, financial assistance, information, and education for the conservation and responsible development of water for Texas.*

Mr. Jerry W. Chapman

October 20, 2010

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- Paying Agent Agreement

TWDB staff will review all documents during the 30 day review period and provide comments as necessary to comply with TWDB requirements.

After all documentation is reviewed and considered complete, the Authority can proceed with adopting the ordinance. It customarily takes an additional 30 days after adoption of the ordinance to receive AG approval, registration and preparation for closing. According to the application materials, the Authority is anticipating closing the loan on October 1, 2011. This would require submittal of the initial documents for review 60 days prior to date of the projected loan closing.

Five (5) business days prior to the date of adoption of the ordinance, TWDB staff will provide the interest rates to be included in the adopted bond resolution to the Authority's bond counsel and financial advisor. The interest rates provided remain in effect for 45 days after adoption. After adoption, the Authority's bond counsel shall submit the resolution to the AG for approval and a certified copy to the TWDB.

Prior to setting a closing date the following must be received:

- Executed Bond Ordinance
- Attorney General Opinion
- Vendor ID
- Private Placement Memorandum
- Completed and Approved outlay
- Sufficiency of funds

A sufficiency of funds statement, in final form, is required prior to the closing of the loan. The sufficiency of funds statement is a letter from the Authority to TWDB stating that there are sufficient funds to construct the project and requests the loan be closed with specific information regarding funds requested to be released. When all of the above requirements have been satisfied, including all conditions of TWDB's commitment resolution, and a copy of the AG approving opinion, a loan closing date will be scheduled. Please forward all closing documents to, and coordinate the closing schedule with TWDB's financial analyst listed below.

The team that will be managing the Authority's project consists of the following TWDB staff:

John Muras, Engineer Reviewer, 512/463-1706  
Mike Smith, Financial Analyst, 512/936-2193  
Chris Caran, Environmental Reviewer, 512/463-3887  
Jim Bateman, Attorney, 512/475-3065

Mr. Jerry W. Chapman

October 20, 2010

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TWDB looks forward to working with the Authority to help make this a successful project. If you have any questions or desire additional information, please feel free to contact the above mentioned members of the team or myself at 512-463-8491 or [darrell.nichols@twdb.state.tx.us](mailto:darrell.nichols@twdb.state.tx.us).

Sincerely,

A handwritten signature in black ink, appearing to read "Darrell Nichols". The signature is fluid and cursive, with a prominent loop at the end.

Darrell Nichols

Project Lead

DN/tb

Enclosure

cc via email: Ms. Kristen Savant, Fulbright and Jaworski, LLP  
Mr. Mike Wynne, Nall, Pelley, & Wynne  
Mr. Garry Kimball, Specialized Public Finance, Inc.  
Mr. Kelly Kaatz, P.E., HDR Engineering, Inc.



*News Release*

For immediate release  
Contact: Leslie Anderson  
512-463-7855

TEXAS WATER DEVELOPMENT BOARD APPROVES  
A \$7,235,000 LOAN TO THE GREATER TEXOMA UTILITY  
AUTHORITY TO FINANCE WATER SYSTEM IMPROVEMENTS

AUSTIN – (October 14, 2010) – The Texas Water Development Board (TWDB) today approved by resolution a loan in the amount of \$7,235,000 from the Water Infrastructure Fund to the Greater Texoma Utility Authority (Cooke County) to finance water system improvements.

The Greater Texoma Utility Authority (Authority) on behalf of the City of Gainesville (City) proposes to use these funds to finance water supply and distribution system improvements. The project will include an expansion of the City’s existing water treatment plant, raw water pump station and high service pump station. These improvements will allow the City to meet its near-term water supply needs and ultimately allow the City to serve entities in Cooke County, including the City of Lindsay, the City of Valley View and the Bolivar Water Supply Corporation.

The Authority, a political subdivision, was legislatively created to assist cities with the development of water, sewer and solid waste facilities on a regional basis. The Authority services cities located in Collin, Cooke, Fannin, and Grayson Counties in northeast Texas. The City has an estimated population of 16,542 and is located approximately 60 miles northwest of Dallas. The City provides service to approximately 6,087 water connections and 5,817 wastewater connections.

The TWDB is the state agency charged with collecting and disseminating water-related data, assisting with regional planning and preparing the State Water Plan for the development of the state’s water resources. The TWDB administers cost-effective financial programs for the construction of water supply, wastewater treatment, flood control, and agricultural water conservation projects.

A RESOLUTION OF THE TEXAS WATER DEVELOPMENT BOARD  
APPROVING AN APPLICATION FOR FINANCIAL ASSISTANCE  
FROM THE WATER INFRASTRUCTURE FUND  
THROUGH THE PROPOSED PURCHASE OF  
\$7,235,000 GREATER TEXOMA UTILITY AUTHORITY CONTRACT REVENUE BONDS  
(CITY OF GAINESVILLE), PROPOSED SERIES 2011

(10-97)

WHEREAS, the Greater Texoma Utility Authority (the "*Authority*") has filed an application for financial assistance in the amount of \$7,235,000 from the Water Infrastructure Fund ("*WIF*") in accordance with §§15.973 and 15.974, Water Code, to finance the implementation of water supply projects identified in the 2007 State Water Plan and regional water plan; and

WHEREAS, the Authority seeks financial assistance from the Texas Water Development Board (the "*Board*") through the Board's proposed purchase of \$7,235,000 Greater Texoma Utility Authority Contract Revenue Bonds (City of Gainesville), Proposed Series 2011, (the "*Obligations*"), for water supply and distribution system improvements to benefit the City of Gainesville in Cooke County, Texas, as is more specifically set forth in the application and in recommendations of the Board's Project Finance and Construction Assistance staff, to which documents express reference is made; and

WHEREAS, in accordance with §15.975, Water Code, the Board hereby finds:

1. that the revenues pledged by the Authority will be sufficient to meet the all of the Obligations assumed by the Authority;
2. that the project will meet water needs in a manner consistent with the state and regional water plans as required by §16.053(j), Water Code;
3. that the project is a recommended water management strategy in a Board-approved regional water plan adopted pursuant to §16.053, Water Code, and/or in the State Water Plan adopted in accordance with §16.051, Water Code;
4. that the Authority has adopted and implemented a water conservation program for the more efficient use of water that will meet reasonably anticipated local needs and conditions and that incorporates practices, techniques or technology prescribed by the Texas Water Code and the Board's rules;
5. that the application and financial assistance requested meet the requirements of Chapter 15, Subchapter Q and Chapter 17, Subchapter E, Water Code, and the Board's rules set forth in 31 Tex. Admin. Code (*TAC*) Chapter 363, Subchapters A and L; and

NOW THEREFORE, based on these considerations and findings, the Texas Water

A commitment is made by the Board to the Greater Texoma Utility Authority for financial assistance in the amount of \$7,235,000 from the Water Infrastructure Fund, to be evidenced by the Board's proposed purchase of \$7,235,000 Greater Texoma Utility Authority Contract Revenue Bonds (City of Gainesville), Proposed Series 2011. This commitment will expire on October 31, 2011.

Such commitment is conditioned as follows:

1. this commitment is contingent on a future sale of bonds by the Board or on the availability of funds on hand;
2. this commitment is contingent upon the issuance of a written approving opinion of the Attorney General of the State of Texas stating that all of the requirements of the laws under which said Obligations were issued have been complied with; that said Obligations were issued in conformity with the Constitution and laws of the State of Texas; and that said Obligations are valid and binding obligations of the issuer;
3. this commitment is contingent upon the Authority's compliance with all applicable requirements contained in the rules, regulations and policies of the Board;
4. the Authority's bond counsel opinion must include an opinion that the interest on the Obligations is excludable from gross income or is exempt from federal income taxation. Bond counsel may rely on covenants and representations of the Authority when rendering this opinion;
5. the Authority's bond counsel opinion must include an opinion that the Obligations are not "private activity bonds." Bond counsel may rely on covenants and representations of the issuer when rendering this opinion;
6. the ordinance/resolution authorizing the issuance of these Obligations, (hereinafter referred to as the "*Authorizing Document*"), must include a provision prohibiting the Authority from using the proceeds of this loan in a manner that would cause the Obligations to become "private activity bonds";
7. the Authorizing Document must include that the issuer will comply with the provisions of Section 148 of the Internal Revenue Code of 1986 (relating to arbitrage);
8. the Authorizing Document must include a provision requiring the Authority to make any required rebate to the United States of arbitrage earnings;
9. the Authorizing Document must include a provision prohibiting the Authority from taking any action that would cause the interest on the Obligations to be includable as gross income for federal income tax purposes;

10. the Authorizing Document must provide that the Authority will not cause or permit the Obligations to be treated as "federally guaranteed" obligations within the meaning of §149(b) of the Internal Revenue Code;
11. the bond transcript must include a No Arbitrage Certificate or similar Federal Tax Certificate setting forth the Authority's reasonable expectations regarding the use, expenditure and investment of the proceeds of the Obligations;
12. the bond transcript must include evidence that the information reporting requirements of §149(e) of the Internal Revenue Code of 1986 will be satisfied. This requirement is currently satisfied by filing IRS Form 8038 with the Internal Revenue Service. A completed copy of IRS Form 8038 must be provided to the Executive Administrator of the Board prior to the release of funds;
13. the Authorizing Document must state that the Obligations can be called for early redemption only in inverse order of maturity, and on any date beginning on or after the first interest payment date which is 10 years from the dated date of the Obligations, at a redemption price of par, together with accrued interest to the date fixed for redemption;
14. the Authority, or an obligated person for whom financial or operating data is presented to the Board in the application for financial assistance either individually or in combination with other issuers of the Authority's Obligations or obligated persons, will, at a minimum, covenant to comply with requirements for continuing disclosure on an ongoing basis substantially in the manner required by Securities and Exchange Commission ("SEC") rule 15c2-12 and determined as if the Board were a Participating Underwriter within the meaning of such rule, such continuing disclosure undertaking being for the benefit of the Board and the beneficial owner of the Authority's Obligations, if the Board sells or otherwise transfers such Obligations, and the beneficial owners of the Board's bonds if the Authority is an obligated person with respect to such bonds under SEC rule 15c2-12;
15. prior to closing, the Authority shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed form to the Board when any portion of loan proceeds are to be held in escrow or in trust
16. the Authorizing Document must include a provision requiring the Authority to use any surplus proceeds from the Obligations remaining after completion of the water supply project, to redeem, in inverse annual order, the Obligations owned by the Board;
17. the Executive Administrator of the Board may require that the Authority execute a separate financing agreement in form and substance acceptable to the Executive Administrator;
18. loan proceeds are public funds and, as such, these proceeds shall be held in escrow or in trust at a designated state depository institution or other properly chartered and authorized institution in accordance with the Public Funds Investment Act, Chapter 2256, Government Code, (the "PFIA"), and the Public Funds Collateral Act, Chapter 2257, Government Code, (the "PFCA").

19. if a bond insurance policy or surety policy in lieu of a cash reserve are utilized:
  - (a) thirty (30) days before closing, the Authority shall submit a draft of the policy to the Board's Executive Administrator for a determination on whether the policy provides appropriate security in accordance with Board policies;
  - (b) prior to closing, the Authority shall provide the executed underlying documents of the policy (e.g.; commitment letter, specimen policy) in a form and substance that is satisfactory to the Board's Executive Administrator; and
  - (c) prior to closing, the Attorney General of the State of Texas must have considered the use of said policy as a part of its approval of the proposed bond issue.
20. prior to closing, and if not previously provided with the application, the Authority shall submit an executed engineering contract for planning, design and construction, an executed financial advisor contract, and an executed bond counsel contract in a form and substance that are satisfactory to the Board's Executive Administrator;
21. loan proceeds shall not be used by the Authority when sampling, testing, removing or disposing of contaminated soils and/or media at the project site. The Authorizing Document shall include an environmental indemnification provision wherein the Authority agrees to indemnify, hold harmless and protect the Board from any and all claims, causes of action or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the Authority, its contractors, consultants, agents, officials and employees as a result of activities relating to the project to the extent permitted by law;
22. prior to any action by the Authority to convey its Obligations held by the Board to another entity, the conveyance and the assumption of the Obligations must be approved by the Board. The Authority must notify the Executive Administrator prior to taking any actions to alter its legal status in any manner, such as by conversion to a conservation and reclamation district or a sale-transfer-merger with another retail public utility; and
23. should one or more of the provisions in this resolution be held to be null, void, voidable or, for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this resolution and shall not affect the validity of all other provisions of this resolution which shall remain in full force and effect.

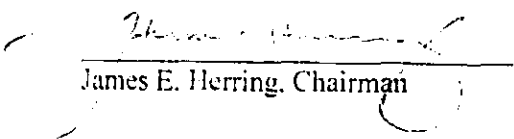
PROVIDED, however, the commitment is subject to the following special conditions:

24. this the loan is approved for funding under the Board's pre-design funding option, as specified in 31 TAC §363.1206 of the Board's rules, and initial and future releases of funds are subject to all of the Board's rules relating to such funding option;


25. upon request by the Executive Administrator, the Authority shall submit annual audits of contracting parties for the Executive Administrator's review;
26. the Authorizing Document must contain a provision requiring the Authority to maintain rates and charges sufficient to meet the debt service requirements on the outstanding debt Obligations that are being supported by the pledged contract revenues and will further require its customers to maintain rates and charges sufficient to pay all of their revenue obligations arising from the operation of the water and sewer system;
27. prior to the release of funds for planning, engineering and design for that portion of a project that proposes groundwater or surface water development, the Board's Executive Administrator must either (a) issue a written finding that the Authority has the right to appropriate and use the water required by the project being financed by the Board; or (b) a written determination that a reasonable expectation exists that such a finding will be made before any release of funds for construction;
28. prior to the release of construction funds for that portion of a project that proposes groundwater or surface water development, the Executive Administrator must issue a written finding that the Authority has the right to appropriate and use the water required by the project being financed by the Board;

APPROVED and ordered of record this, the 14<sup>th</sup> day of October, 2010.

TEXAS WATER DEVELOPMENT BOARD

  
James E. Herring, Chairman

ATTEST:

  
J. Kevin Ward  
Executive Administrator

## GENERAL ACTIVITIES

ATTACHMENT VIII – A



# GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE  
DENISON, TEXAS 75020-8448  
903/786-4433  
FAX: 903/786-8211  
www.gtua.org

## MEMO

TO: Board of Directors, Greater Texoma Utility Authority

FROM: Jerry W. Chapman, General Manager *JWC*

DATE: March 15, 2011

RE: Modification to GTUA's Enabling Legislation Relating to Change Orders

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The Greater Texoma Utility Authority is currently limited to change orders of no more than 10% of a contract amount. This is probably a result of our legislation originally authorized under Chapter 54 of the Texas Water Code. Amendments to this legislation moved the Authority to Chapter 49 of the Texas Water Code. Most Chapter 49 Districts and cities have an opportunity to modify contracts in an amount not to exceed 25% of the original contract amount. This could be a problem for the Authority in circumstances where we would find it necessary to rebid a project, if additional work items were identified during the construction of a project that exceeded 10%.

I recently talked with the Lloyd Gosselink Firm, who has assisted the Authority in the past on legislation modifications. They advised me that this could be addressed by modification to our legislation in this year's session. Martin Rochelle and Ty Embry with the Lloyd Gosselink firm have indicated they could get it on the local consent calendar and anticipate Representative Larry Phillips will be willing to sponsor the bill in the House. I wanted to discuss this matter with the Board and see if there are any concerns or problems associated with the proposed modification. I obviously feel it would be an improvement over the existing legislation, which has caused us some problems in the past two years.

**ACTION REQUESTED:** The General Manager requests that a legislative amendment be pursued in this session of the Texas Legislation to modify the Authority's enabling statute to permit modification of contract amounts by up to 25% in change orders.

JWC:cc

ATTACHMENT VIII – B



# GREATER TEXOMA UTILITY AUTHORITY

5100 AIRPORT DRIVE  
DENISON, TEXAS 75020-8448  
903/786-4433  
FAX: 903/786-8211  
[www.gtua.org](http://www.gtua.org)

## MEMO

TO: Board of Directors, Greater Texoma Utility Authority

FROM: Jerry W. Chapman, General Manager

DATE: March 16, 2011

RE: Meeting date the Policy Committee to meet to discuss modifications to the Board Policy Manual

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At the February meeting, President Skelton appointed a committee composed of himself, Paul Kirley and Duane Hayes to review the Authority's policies to determine if modifications were needed. No meeting was undertaken from the time period from the February meeting to the March meeting.

President Skelton and I thought it would be a good idea to see if a mutually convenient time can be established at the March 21<sup>st</sup> meeting for the Committee to meet prior to the April meeting.

JWC:cc

ADJOURN