

## **WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY NOTICE OF SPECIAL MEETING**

**TO: THE BOARD OF DIRECTORS OF THE WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY AND TO ALL OTHER INTERESTED PERSONS:**

Notice is hereby given that the Board of Directors of the West Travis County Public Utility Agency (“WTCPUA”) will hold a special meeting at 1:00 p.m. on Thursday, January 12, 2023 at Bee Cave City Hall, 4000 Galleria Parkway, Bee Cave, Texas.

The following matters will be considered and may be acted upon at the meeting.

*Public comments will be accepted only during designated portions of the Board meeting. Citizens wishing to address the Board should complete the Public Comment Form provided at the entrance to the meeting room so they may be recognized to speak. Speakers will be limited to three minutes to facilitate the opportunity to comment by all those so interested and to support the orderly flow of the meeting.*

**I. CALL TO ORDER**

**II. ESTABLISH QUORUM**

**III. PUBLIC COMMENT**

**IV. CONSENT AGENDA**

**A. Approve payment of invoices, including:**

- 1. Smith Pump Company, Inc., \$60,950.00, Repair and Install Raw Water Pump #2.**
- 2. RDO Equipment Co., \$52,420.01, Line Maintenance Department Mini Excavator.**
- 3. BOK Financial Invoices for Bond Payments:**
  - a. Revenue Bonds, Series 2015, \$286,031.25;**
  - b. Revenue Bonds, Series 2017, \$3,105,575.00;**
  - c. Revenue Bonds, Series 2019, \$309,400.00;**
  - d. Revenue Bonds, Series 2022, \$872,975.00.**

**B. Approve Contractor Pay Requests including:**

- 1. G. Creek, Inc., Pay Application #6, \$143,299.29, Permanganate Chemical Feed Relocation.;**
- 2. Preload, LLC, Pay Application #11, \$30,879.10, Hamilton Pool Road Ground Storage Tank 2;**
- 3. B5 Construction Company, Inc., Pay Application #5, \$35,215.69, County Line 1420 Pump Station Upgrades;**

4. **SJ Louis Construction of Texas, Ltd., Pay Application #5, \$475,989.01, 1080 Transmission Main Segment A;**
5. **TTE LLC, Pay Application #3, \$10,374.00, West Bee Cave Pump Station Upgrade.**

**C. Approve Change Order Requests:**

1. **SJ Louis Construction of Texas, Ltd., Change Order #3, \$77,035.30, 1080 Transmission Main Segment A.**

**V. NEW BUSINESS**

**A. Discuss, consider and take action on FY2023 Budget amendment (J. Smith).**

*(This item may be taken into Executive Session under the consultation with attorney exception).*

**B. Discuss, consider and take action authorizing the General Manager to approve and execute purchase agreements with landowners for acquisition of easements related to the 1080 Transmission Main Project (J. Riechers).**

**VI. ADJOURNMENT**

Dated: January 6, 2023



Jennifer Riechers

WTCPUA General Manager

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The Board of Directors may go into Executive Session, if necessary, pursuant to the applicable section of Subchapter D, Chapter 551, Texas Government Code, of the Texas Open Meetings Act, on any of the above matters under the following sections: Texas Government Code Ann. 551.071 – Consultation with Attorney; Texas Government Code Ann. 551.072 – Real and Personal Property; Texas Government Code Ann. 551.074 – Personnel Matters. No final action, decision, or vote will be taken on any subject or matter in Executive Session.

The West Travis County Public Utility Agency is committed to compliance with the Americans with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call Jennifer Riechers, General Manager at (512) 263-0100 for information.

## **IV. CONSENT AGENDA**

# ITEM A



## Smith Pump Company, Inc.

301 MB Industrial Blvd  
Waco, TX 76712 US

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

**Quote No: 35026**

**Wednesday, November 30, 2022**  
Page: 1

**Prepared For: Michael Sarot**

**Shipping:**

### **West Travis County Public Utility Agency**

accountspayable@wtcpua.org  
12215 Bee Cave Parkway  
Building B, Suite 110  
Austin, TX 78738  
Phone: 512 263 0100  
Fax: 512 263 2289

### **West Travis County Public Utility Agency**

12110 1/2 Pleasant Panorama View  
Austin, TX 78733

*Shipping Method*  
Bestway

*Freight Terms*  
FOB Shipping Point

*Payment Terms*  
Net 30 Days

*Salesperson:*  
TXCEN - Jeff McHattie

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

Sincerely,

Daniel Tacker

danielt@smithpump.com

Line: 1

Part ID: 4611

Rev: 1

### **Repair - Flowserve 16ENH-7 Stage VTP**

Pump Data

Manufacturer: Flowserve

Model: 16ENH-7 Stage

Serial #: 1704NKH00200-1

Base to Bell: 402"

Discharge Flange Size: 14" 300 #

Column Pipe Size and Type: 14" flanged

Line Shaft Size and Type: 2-3/16" threaded

Motor, vortex suppressor, and some bolting were left on site

Received Date: 11/2/22

Disassembly and Inspection Date: 11/29/22

Recommended repairs / replacements:

Replace bowl shaft

Replace bowl bearings

True and balance impellers

Manufacture bowl wear rings to re-establish proper clearance

Repair line shafts

Replace line shaft couplings

Replace rubber line shaft bearings

Replace stuffing box bearing

Replace top shaft

Blast and coat components with Tnemec N140 Pota-Pox Potable Epoxy

Note: Customer has pre-purchased new mechanical seal for use with P2



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Page: 2

This quote does not include a mechanical seal

Repair Lead Time: 16-18 weeks, to be updated upon release

Ref BuyBoard 672-22

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	42,400.00000			\$42,400.00 *

Line: 2 Part ID: 4201 Rev: 0

### **Install - Flowserve 16ENH-7 Stage VTP**

(3) Field Service Technicians to Install a Vertical Turbine Pump.

Includes:

1. Labor
2. Mileage to/from Jobsite
3. Transport Pump to Shop for Inspection
4. Crane Rental
5. Start-Up of Pump

**NOTE: Motor to be connected by Others.**

Ref BuyBoard 672-22

Quantity	U/M	Unit Price	Discount	Discounted Unit Price	Line Price
1.00	EA	18,550.00000			\$18,550.00 *

\* Indicates which quantity price is included in the Total

**Total: \$60,950.00**

Prices are Valid Until Friday, December 30, 2022

ACCEPTED BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PURCHASE ORDER (IF APPLICABLE): \_\_\_\_\_

SIGNED ON DATE: \_\_\_\_\_



## Smith Pump Company, Inc.

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Page: 3

### Terms and Conditions

1. **Applicability** - These Terms and Conditions of Sale ("Terms") shall govern all sales of equipment or services to Customer. These Terms supersede any prior written or oral agreement, understanding, representation or promise and any pre-printed or standard terms and conditions contained in Customer's request for quote, purchase order, invoice, order acknowledgement or similar document. These Terms may not be amended, supplemented, changed or modified except by concurrent or subsequent written agreement signed by an authorized representative of both Smith Pump Company ("SPCO") and Customer. SPCO's acknowledgement of Customer's purchase order shall not constitute acceptance of any terms or conditions contained therein which are in any way inconsistent with the Terms. Any additional or different terms or conditions included in any acceptance of this quotation are expressly disclaimed and rejected in advance, and unless there is prior mutual agreement otherwise, shall not become a part of any contract resulting from this quotation.
2. **Price** - Unless otherwise stated in this quotation, all prices are FOB shipping point. All transportation, insurance and similar charges incident to delivery shall be borne by the Customer. This quotation is valid for thirty (30) days only. Shipping dates are approximate and are based on prompt receipt of all necessary information. In the case of delay in furnishing complete information to SPCO, dates of shipment may be extended for a reasonable time. In the event SPCO provides transport services, these will be quoted as a lump sum price based on destination and shipping mode. In the event Customer requests a delay or suspension in the completion and/or shipment of equipment or services covered by this quotation, or any part thereof, for any reason, the parties shall agree upon any cost and/or scheduling impact of such delay and all such costs to Customer's account. Any delay period beyond thirty (30) days after original scheduled shipment date shall require Customer to (i) take title and risk of loss of any equipment covered by this quotation, and (ii) make arrangements for the storage of such equipment with SPCO or other party. SPCO's invoice, which is contractually based on shipment, shall be issued upon SPCO's readiness to ship the equipment covered by this quotation. SPCO shall not be liable for delay and delivery due to causes beyond its reasonable control including, but not limited to, acts of God, acts of government, acts of Customer, fires, labor disputes, boycotts, floods, epidemics, quarantine restrictions, war, insurrection, terrorism, riot, civil or military authority, freight embargos, transportation shortages or delays, unusually severe weather or inability to obtain necessary labor, materials or manufacturing facilities due to such causes. In the event of any such delay, the date of delivery shall be extended for a length of time equal to the period of the delay.
3. **Warranty** - SPCO warrants new equipment or parts to be free from defects in materials and workmanship for a period of eighteen (18) months from the date of shipment or twelve (12) months from the date of startup or initial use, whichever comes first. SPCO SHALL NOT BE RESPONSIBLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR LIQUIDATED DAMAGES. NO EXPRESSED OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY. Repairs performed by SPCO are warranted against defects in workmanship and/or materials for a period of twelve (12) months from the date of shipment. SPCO will not be responsible for any removal or reinstallation charges or transportation charges in cases where equipment has failed under these warranty conditions. SPCO's sole obligation and Customer's sole remedy under this warranty is repair or replacement at SPCO's election. Customer agrees to provide SPCO reasonable and clear access to any equipment covered by this warranty which may include removal or materials or structures as well as supplying any equipment, materials or structures which are necessary to provide reasonable access to the equipment being repaired or replaced. Costs to remove and/or reinstall equipment for warranty purposes shall be the responsibility of Customer. Replacement parts or repairs furnished under this warranty shall be subject to warranty provisions herein for the remaining warranty period. All equipment repaired or replaced will be re-warranted only for the remainder of the original warranty period. SPCO does not warrant the equipment covered by this quotation or any repair/replacement part against the effects of erosion, corrosion, or normal wear and tear due to operation or the environment. The warranty and remedies set forth herein are conditioned upon proper storage, installation, use and maintenance of the equipment covered by this quotation in all material respects, and in accordance with SPCO's written recommendations. Customer must notify SPCO in writing of any warranty claim during the warranty period or within thirty (30) days thereafter. SPCO will not be liable under this warranty if warranted goods have been exposed or subjected to any (1) maintenance, repair, installation, handling, packaging, transportation, storage, operation, or use which is improper or otherwise not in compliance with SPCO's instructions, (2) alteration, modification or repair by anyone other than SPCO or those specifically authorized by SPCO, (3) accident, contamination, foreign object damage, abuse, neglect, or negligence after shipment to Customer, (4) damage caused by failure of a SPCO supplied product not under warranty or by any hardware or software not supplied by SPCO, (5) use of counterfeit or replacement parts that are not manufactured by the manufacturer of goods provided by SPCO or approved by SPCO for use in goods provided by SPCO, or (6) goods which are normally consumed in operation or which have normal life inherently shorter than the warranty period including, but not limited to, consumables (e.g. lamps, batteries, storage capacitors).
4. **Payment** - All prices are net cash to be paid thirty (30) days after date of invoice. Customer agrees to make payment within that period. Discounts will apply only as stated on the invoice. Invoices unpaid for thirty (30) days after issuance shall bear interest at the highest lawful rate due and payable on any invoiced account, which is delinquent and not paid within the stated terms. Should Customer for any reason fail to pay in accordance with these terms, Customer agrees to pay all collection costs, attorney's fees and expenses incurred in collecting payment. If Customer's financial condition is or becomes unsatisfactory to SPCO, SPCO reserves the right to (a) require payment from Customer on a cash in advance basis, (b) require a letter of credit or other acceptable security before shipment, (c) cancel shipment at any time prior to delivery without further obligation or liability on SPCO's part, (d) terminate any contract or obligation on the part of SPCO, or (e) require other special payment terms acceptable to SPCO to assure payment. All extensions of credit are subject to the approval of SPCO's credit department and management.
5. **Joint Check Agreement** - If Customer fails to pay laborers and materialmen within thirty (30) days after payment by SPCO, SPCO will have the right to make future payments by check payable jointly to Customer and laborers or materialmen to the extent of unpaid indebtedness arising out of the job. SPCO will credit joint checks against the contract sum on the next payment application.
6. **Taxes** - The amount of all federal, state or local taxes applicable to the sale, use, delivery or transportation of the equipment or services sold hereunder and all duties, imports, tariffs, and other similar levies shall be added to the contract price and paid by the Customer except where the Customer shall furnish an appropriate certificate of exemption.
7. **Property Damage** - SPCO shall not be responsible for damage to topsoil or groundcover in connection with the work or service performed under this contract. SPCO shall not be responsible for claims arising from the pumping of water onto the ground which is necessary in connection with the service or work provided by SPCO. The customer agrees to hold SPCO harmless from claims arising out of damage caused by the pumping of water onto the ground.
8. **Startup** - If the equipment supplied pursuant to this quotation has a warranty requirement, qualified SPCO personnel must be present during the initial equipment startup and commissioning. Failure to request and assure the presence of qualified SPCO personnel will void any warranty herein. Requests for startup must occur at least seven (7) days prior to the scheduled date of the startup.
9. **Limitation of Liability** - The remedies set forth herein are exclusive and the total liability of SPCO with respect to this quotation, and any contract for goods or services arising from this quotation, or for any breach thereof, whether based on contract, warranty, torts (including negligence), indemnity, strict liability or otherwise, shall not exceed the quotation or sales price of the specific equipment or service which gives rise to the claim.
10. **Setoff** - All amounts that Customer owes SPCO under this quotation shall be due and payable in accordance with the terms of the quotation. Customer shall not setoff such amounts or any portion thereof, whether or not liquidated, against sums which Customer asserts are due to it, its parent, affiliates, subsidiaries or other division under other transactions with SPCO.
11. **Customer Cancellation** - Customer may cancel this order only upon written notice and payment to SPCO of reasonable and proper cancellation charges. In the event of cancellation, Customer must pay for all material, expense and labor costs incurred by SPCO in connection with the materials and services to be provided pursuant to this quotation, as well as all expenses relating to any specially fabricated materials and restocking charges.
12. **Assignment** - Neither party may assign this order or any portion thereof without the advance, written consent of the other party, which consent shall not be unreasonably withheld.
13. **Waiver/Severability** - Failure by SPCO to assert all or any of its rights upon any breach by Customer shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach, nor shall any waiver be implied from the acceptance of any payment. No waiver of any right shall extend to or affect any other right Customer may possess nor shall such waiver extend to any subsequent similar or dissimilar breach. If any portion of these Terms are determined to be illegal, invalid or unenforceable for any reason, such provision shall be deemed stricken for the purposes of the dispute in question and all other provisions shall remain in full force and effect.
14. **Applicable Law** - The contract involving the sale of the equipment and services covered by this quotation shall be interpreted in accordance with the laws of the State of Texas. This contract is performable in McLennan County, Texas and venue for any court action in any way relating to or arising out of this contract shall be McLennan County, Texas.





**RDO Equipment Co.**  
16415 No. IH-35  
Pflugerville, TX 78660  
512-272-4141  
Fax: 512-272-9365

For Billing Inquiries or to  
receive invoices via MyDealer  
website, please contact  
RDOAR@rdoequipment.com

**Ship to:** WEST TRAVIS COUNTY PUA  
16415 N Interstate 35  
Pflugerville, TX 78660

**Invoice to:** WEST TRAVIS COUNTY PUA  
13215 BEE CAVE PARKWAY BLDG B SUITE 110  
BE CAVE TX 78738

**Branch**  
23 - AUSTIN, TX \*REPRINT\*

**Date** 12/29/2022 **Time** 13:48:54 (O) **Page** 1

**Account No.** 2566052 **Phone No.** **Invoice No.** 00  
E3497623

**Ship Via** **Purchase Order**  
X

**Tax Exemption Number** **Federal ID Number**

**Salesperson**  
LB3

## EQUIPMENT INVOICE

Description	Amount
Deal #: 1565540 Customer Pickup at Store	
Stock #: X575937 Serial #: 1FF030GXJNK268941 New 2023 JD 30G 30G COMPACT EXCAVATO	40777.30
Stock #: X468548 Serial #: J000155429-1 New 2021 JR 35WR18 18" HD WR BUCKET W/	582.19
Stock #: X505437 Serial #: 356063-01 Used 2021 TN 35WRCPLR EXCVTR COUPLERS < 6M	800.00
Stock #: X591813 Serial #: X591813 New 2022 JD 35GKIT QUICK COUPLER KIT	.01
Stock #: X967114 Serial #: V22030085 New 2022 OA ORV405H ORV405H W 27D/35G TO	9707.00
Stock #: X260282 Serial #: J000148882-1 New 2021 JR 35WR12 12" WAIN ROY BUCKET	475.00

### Miscellaneous Charges/Credits

HEI TAX	Qty: 1 Price: 78.51	78.51
	Subtotal:	52420.01
	TOTAL DUE RDO EQ.CO.:	52420.01

\*\*\*\*\*

# INVOICE DUE UPON RECEIPT



**RDO Equipment Co.**  
16415 No. IH-35  
Pflugerville, TX 78660  
512-272-4141  
Fax: 512-272-9365

For Billing Inquiries or to  
receive invoices via MyDealer  
website, please contact  
RDOAR@rdoequipment.com

**Ship to:** WEST TRAVIS COUNTY PUA  
16415 N Interstate 35  
Pflugerville, TX 78660

**Invoice to:** WEST TRAVIS COUNTY PUA  
13215 BEE CAVE PARKWAY BLDG B SUITE 110  
BE CAVE TX 78738

**Branch**  
23 - AUSTIN, TX

<b>Date</b>	<b>Time</b>	<b>Page</b>
12/29/2022	13:48:54 (O)	2
<b>Account No.</b>	<b>Phone No.</b>	<b>Invoice No.</b>
2566052		E3497623

<b>Ship Via</b>	<b>Purchase Order</b>
	X
<b>Tax Exemption Number</b>	<b>Federal ID Number</b>

**Salesperson**  
LB3

## EQUIPMENT INVOICE

Description	Amount
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PLEASE REMIT TO: RDO EQUIPMENT CO.  
P.O. BOX 7160  
FARGO, ND 58106-7160

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INVOICE DUE UPON RECEIPT

## **ITEM B**



## Murfee Engineering Company

December 27, 2022

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

**Re: WTCPUA Permanganate Chemical Feed Relocation  
Contractor's Application for Payment No. 6**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 6 from G Creek, Inc. for the period ending December 21<sup>st</sup>, 2022. We have reviewed this application for payment, concur with the items and quantities, and recommend approval and payment in the amount of one hundred forty-three thousand two hundred ninety-nine dollars and twenty-nine cents (\$143,299.29). This application for payment is broken down as follows:

Original Contract Price:	\$779,515.80
Change Orders No. <u>1</u> to <u>3</u> :	\$(82,018.36)
Contract Price with Change Orders	\$697,497.44
Total Completed and stored to Date:	\$589,688.50
Retainage (5%):	\$29,484.43
<b>Amount Due this Application:</b>	<b>\$143,299.29</b>
Balance to Finish, Plus Retainage:	\$137,293.36

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Blake West', is written over a light blue horizontal line.

Blake West, P.E.  
Project Engineer

cc: Jennifer Reichers – WTCPUA  
MEC File No. 11051-135



# Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract): WTCPUA Permanganate Chemical Feed Relocation								Application Number: 6			
Application Period: 09-30-2022 - - - - - 12-21-2022								Application Date: 12/16/2022			
A						B	C	D	E	F	
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
es-1	LOC Restoration, complete and in place	356	square yards	25.00	\$8,900.00						\$8,900.00
es-2	Silt Fence, complete and in place	215	linear feet	8.00	\$1,720.00	215	\$1,720.00		\$1,720.00	100.0%	
w-1	Chemical Pump Skid, complete and in place	2	each	47,500.00	\$95,000.00	1.8	\$85,500.00		\$85,500.00	90.0%	\$9,500.00
w-2	Day Tank, complete and in place	1	each	23,125.00	\$23,125.00	1	\$23,125.00		\$23,125.00	100.0%	
w-3	Chemical Feed Building Piping and Valves, complete and in place	1	linear feet	26,250.00	\$26,250.00	0.9	\$23,625.00		\$23,625.00	90.0%	\$2,625.00
w-4	1" Carrier Water Yard Piping, complete and in place	110	linear feet	90.91	\$10,000.01	110	\$10,000.01		\$10,000.01	100.0%	
w-5	3/4" Chemical Mix Double Walled Yard Piping, complete and in place	270	linear feet	81.02	\$21,875.40	270	\$21,875.40		\$21,875.40	100.0%	
w-6	3/4" Chemical Mix Double Walled Piping inside Intake Buildings, complete and in place	125	linear feet	180.02	\$22,500.00	125	\$22,500.00		\$22,500.00	100.0%	
w-7	3/4" Chemical Mix Double Walled Piping inside Wet Wells, complete and in place	190	linear feet	\$543.62	\$103,287.80	190	\$103,287.80		\$103,287.80	100.0%	
w-8	Manual Leak Detection Point, complete and in place	2	each	\$1,250.00	\$2,500.00	2	\$2,500.00		\$2,500.00	100.0%	
w-9	Chemical Feed Nozzle, complete and in place	2	each	\$6,250.00	\$12,500.00	2	\$12,500.00		\$12,500.00	100.0%	
w-10	Carrier Water Tap, complete and in place	1	lump sum	\$9,375.00	\$9,375.00	1	\$9,375.00		\$9,375.00	100.0%	
w-11	Bottled Eye Wash Station, complete and in place	1	each	\$1,250.00	\$1,250.00	1	\$1,250.00		\$1,250.00	100.0%	
w-12	Guardian Safety Station w/Eye Wash, complete and in place	1	lump sum	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%	
w-13	Chemical Feed Building Secondary Containment, complete and in place	1	lump sum	\$6,250.00	\$6,250.00	1	\$6,250.00		\$6,250.00	100.0%	
w-14	FRP Walking Grate, complete and in place	1	lump sum	\$1,875.00	\$1,875.00	1	\$1,875.00		\$1,875.00	100.0%	
w-15	Chemical Feed Building Double Door, complete and in place	1	lump sum	\$6,250.00	\$6,250.00	1	\$6,250.00		\$6,250.00	100.0%	
w-16	Removing Existing Louver, complete and in place	1	lump sum	\$1,875.00	\$1,875.00	1	\$1,875.00		\$1,875.00	100.0%	
w-17	Outdoor Secondary Containment, complete and in place	1	lump sum	\$45,000.00	\$45,000.00	0.9	\$40,500.00		\$40,500.00	90.0%	\$4,500.00
w-18	Outdoor Secondary Containment Covering, complete and in place	1	lump sum	\$20,625.00	\$20,625.00	1	\$20,625.00		\$20,625.00	100.0%	
w-19	Painting Outdoor Secondary Containment Covering and Existing Building Touch up Paint, complete and in place	615	square feet	\$33.00	\$20,295.00	100	\$3,300.00		\$3,300.00	16.3%	\$16,995.00
w-20	Chain Link Fence Relocation, complete and in place	1	lump sum	\$2,500.00	\$2,500.00	1	\$2,500.00		\$2,500.00	100.0%	
w-21	10' Chain Link Cantilevered Slide Gate, complete and in place	1	lump sum	\$7,500.00	\$7,500.00	1	\$7,500.00		\$7,500.00	100.0%	
w-22	Re-grading in front of Outdoor Secondary Containment, complete and in place	28	square yards	\$312.50	\$8,750.00	28	\$8,750.00		\$8,750.00	100.0%	
w-23	Driveway Repair, complete and in place	8.5	square yards	\$625.00	\$5,312.59	8.5	\$5,312.59		\$5,312.59	100.0%	
e-1	Electrical work, complete and in place										
	-Gear	1	lump sum	\$45,000.00	\$45,000.00	1	\$45,000.00		\$45,000.00	100.0%	
	-Conduit	1	lump sum	\$100,000.00	\$100,000.00	1	\$100,000.00		\$100,000.00	100.0%	
	-Wiring	1	lump sum	\$30,000.00	\$30,000.00	1	\$30,000.00		\$30,000.00	100.0%	
	-Controls	1	lump sum	\$110,000.00	\$110,000.00	0.5	\$55,000.00		\$55,000.00	50.0%	\$55,000.00
	-Trim Out	1	lump sum	\$27,500.00	\$27,500.00						\$27,500.00
	Approved Change Orders										
CO1	Deductive CO	1	lump sum	-\$99,489.30	-\$99,489.30	0.82	-\$81,581.23		-\$81,581.23	82.0%	-\$17,908.07
CO2	Flushing System 80 PVC Adjustments - Both Skids	1	lump sum	\$2,788.05	\$2,788.05	0.75	\$2,091.04		\$2,091.04	75.0%	\$697.01
CO3	Concrete Driveway	1	lump sum	\$14,682.89	\$14,682.89	1	\$14,682.89		\$14,682.89	100.0%	
	Totals				\$697,497.44		\$589,688.50		\$589,688.50	84.5%	\$107,808.94

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

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

BEFORE ME, the undersigned authority, on this day personally came and appeared Matt Haraldson known to me to be a credible person, and VP of G Creek Construction, a S- Corp (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA Permanganate Chemical Feed Relocation (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and G Creek Construction (the "Contractor") dated 12-27-22.

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including 10-26-22 (the "Release Date"). \$131,862.31

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

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

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

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

EXECUTED on this the 27 day of December, 2022.

CONTRACTOR

G Creek Construction

By:

Matt Haralson

Print Name:

Matt Haralson

Title:

VP

SWORN TO AND SUBSCRIBED BEFORE ME on this 27 day of December, 2022



Meredith Haralson  
Notary Public in and for the State of Texas

Printed Name: Meredith Haralson

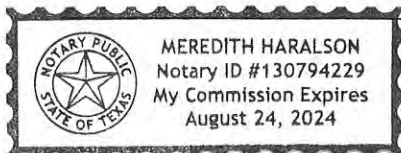
My Commission Expires: 8/24/24

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27 day of December, 2022 by Director of G Creek Construction, a Corporation, on behalf of said



Meredith Haralson  
Notary Public in and for the State of Texas

Printed Name: Meredith Haralson

My Commission Expires: 8/24/24

ATTACH:

Exhibit A - List of Subcontractors

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

**CONTRACTOR'S AFFIDAVIT AND LIEN WAIVER**

THE STATE OF TEXAS           §  
   §  
COUNTY OF TRAVIS         §

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

I.

My name is Matt Halson. I am VP of  
G Creek Construction (hereinafter referred to as "Contractor").

II.

Pursuant to that certain Standard Form of Agreement (the "Contract"), by and between WTCPUA (the "Owner"), G Creek Constr and Contractor, dated 12-27-22, for the construction of certain facilities known as WTCPUA Permanganate Chemical Feed Relocation as more particularly described in the Contract (the "Facilities"), I, a duly authorized agent for Contractor, do hereby warrant and represent, for and on behalf of Contractor, that: (i) a full and complete list of all subcontractors, laborers and material suppliers who have, prior to the date set forth herein below, been engaged in the construction of or supplying material incorporated into the Facilities is set forth on Exhibit "A" attached hereto and incorporated herein by reference; (ii) Contractor and all subcontractors, laborers, and material suppliers engaged in the construction of or supplying materials incorporated into the Facilities have been paid in full for all work performed and all materials supplied prior to the date set forth herein below; and (iii) prior to the date set forth herein below, the Facilities were fully and finally completed in strict accordance with the Contract.

III.

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

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

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

EXECUTED on this the 27 day of December, 2022.

CONTRACTOR G Creek Construction

By: [Signature]

Print Name: Matt Haraldson

Title: VP

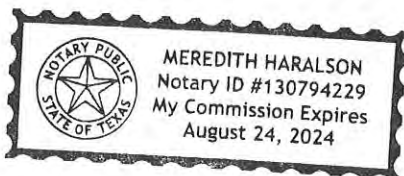
SWORN TO AND SUBSCRIBED BEFORE ME on this 27 day of December, 2022



[Signature]  
Notary Public  
Printed Name: Meredith Haraldson  
My Commission Expires: 8/24/24

THE STATE OF TEXAS §  
§  
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 27 day of December, 2022 by Matt Haraldson, VP of G Creek Construction, a Corporation, on behalf of said \_\_\_\_\_.



[Signature]  
Notary Public in and for the State of Texas  
Printed Name: Meredith Haraldson  
My Commission Expires: 8/24/24





## Murfee Engineering Company

December 20<sup>th</sup>, 2022

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

**Re: WTCPUA Hamilton Pool Road GST #2  
Contractor's Application for Payment No. 11**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 11 from Preload LLC, Inc. for the period ending December 31<sup>st</sup>, 2022. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of thirty thousand eight hundred seventy nine and 10/100 dollars (\$30,879.10). This application for payment is broken down as follows:

Original Contract Price:	\$1,619,160.00
Net Change by Change Orders:	-\$114,600.00
Current Contract Price:	\$1,504,560.00
Total Completed and Stored to Date:	\$1,487,064.32
Retainage (5%):	\$74,353.22
<b>Amount Due this Application:</b>	<b>\$30,879.10</b>
Balance to Finish, Plus Retainage:	\$91,878.90

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

Sincerely,

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

Jason Baze, P.E.

cc: Jennifer Riechers – WTCPUA  
MEC File No. 11051.136



ENGINEERS JOINT CONTRACT  
DOCUMENTS COMMITTEE

## Contractor's Application for Payment No.

ELEVEN (11)

Application Period: 12/01/2022 TO 12/31/2022		Application Date: 12/19/2022	
To: West Travis County Public Utility Agency		Via (Engineer): Murfee Engineering Company, Inc.	
From: PRELOAD LLC			
Project: West Travis County_WTCPUA Hamilton Pool Road GST #2		Contract: Hamilton Pool Road Ground Storage Tank No. 2	
Contractor's Contract No.:		Engineer's Project No.: 11051-136	
Preload's Project No.: 21-PD025			

### Application For Payment

#### Change Order Summary

Approved Change Orders			1. ORIGINAL CONTRACT PRICE.....	\$ \$1,619,160.00
Number	Additions	Deductions	2. Net change by Change Orders.....	\$ -\$114,600.00
CO1		\$114,600.00	3. Current Contract Price (Line 1 ± 2).....	\$ \$1,504,560.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F on Progress Estimate).....	\$ \$1,487,064.32
			5. RETAINAGE:	
			a. 5% X \$1,487,064.32 Work Completed.....	\$ \$74,353.22
			b. 5% X _____ Stored Material.....	\$ _____
			c. Total Retainage (Line 5a + Line 5b).....	\$ \$74,353.22
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c).....	\$ \$1,412,711.10
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application).....	\$ \$1,381,832.00
			8. AMOUNT DUE THIS APPLICATION.....	\$ \$30,879.10
			9. BALANCE TO FINISH, PLUS RETAINAGE	
			(Column G on Progress Estimate + Line 5 above).....	\$ \$91,848.90
TOTALS		\$114,600.00		
NET CHANGE BY CHANGE ORDERS	-\$114,600.00			

#### Contractor's Certification

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

By:  Date: 12/19/2022

Payment of: \$ \_\_\_\_\_ \$30,879.10  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Scott Beardsworth 12/20/2022  
Field Representative (Date)

Payment of: \$ \_\_\_\_\_ \$30,879.10  
(Line 8 or other - attach explanation of the other amount)

is approved by:  12-21-2022  
Engineer (Date)

Approved by: \_\_\_\_\_  
Owner (Date)

## Progress Estimate - Lump Sum Work

## Contractor's Application

For (Contract):			Hamilton Pool Road Ground Storage Tank No. 2		21-PD025		Application Number: ELEVEN (11)	
Application Period:			12/01/2022 TO 12/31/2022				Application Date: 12/19/2022	
West Travis County_WTCPUA Hamilton Pool Road GST #2					Work Completed		E	
							F	
							G	
A			B		C		D	
Specification Section No.			Description		Scheduled Value (\$)		From Previous Application (C+D)	
							This Period	
							Materials Presently Stored (not in C or D)	
							Total Completed and Stored to Date (C + D + E)	
							% (F / B)	
							Balance to Finish (B - F)	
1	LOC Restoration		\$44,242.00		\$44,242.00			
2	Silt Fence (\$14,800)							
2.1	Silt Fence - Installation		\$8,880.00		\$8,880.00			
2.1	Silt Fence - Maintenance		\$3,180.00		\$3,180.00			
2.3	Silt Fence - Removal		\$2,740.00		\$2,740.00			
3	Stabilized Construction Entrance (\$62,000)							
3.1	Construction Entrance - Installation		\$37,200.00		\$37,200.00			
3.2	Construction Entrance - Maintenance		\$12,700.00		\$12,700.00			
3.3	Construction Entrance - Removal		\$12,100.00		\$12,100.00			
4	New 0.5 MG Prestressed Concrete Storage Tank (\$1,189,629.00)							
	General (\$466,200)							
4.1	Tank Design Drawings & Calculations		\$81,000.00		\$81,000.00			
4.2	Mobilization		\$73,000.00		\$73,000.00			
4.3	Clearing/Grubbing		\$13,000.00		\$13,000.00			
4.4	Relocate Existing Duct Bank Inside Tank Excavation		\$6,700.00		\$6,700.00			
4.5	Tank Excavation		\$61,100.00		\$61,100.00			
4.6	Tank Structural Fill		\$76,700.00		\$76,700.00			
4.7	Tank Leveling Rock		\$19,500.00		\$19,500.00			
4.8	Underslab Piping (Including Encasements)		\$118,300.00		\$118,300.00			
4.9	Stabilized Winding Track, Access Roads, and Casting Beds		\$16,900.00		\$16,900.00			
	Floor (\$90,000)							
4.10	Footing Forms		\$25,000.00		\$25,000.00			
4.11	Reinforce Floor		\$30,000.00		\$30,000.00			
4.12	Place Floor/Footing Concrete		\$35,000.00		\$35,000.00			
	Wall (\$225,000)							
4.13	Install Panel Beds		\$30,000.00		\$30,000.00			
4.14	Form/Reinforce/Pour Panels		\$70,000.00		\$70,000.00			
4.15	Erect Panels		\$60,000.00		\$60,000.00			
4.16	Joints and Curb		\$35,000.00		\$35,000.00			
4.17	Shotcrete Diaphragm		\$30,000.00		\$30,000.00			

## Progress Estimate - Lump Sum Work

## Contractor's Application

For (Contract):			Hamilton Pool Road Ground Storage Tank No. 2		21-PD025	Application Number:		ELEVEN (11)	
Application Period:			12/01/2022 TO 12/31/2022			Application Date:		12/19/2022	
West Travis County_WTCPUA Hamilton Pool Road GST #2				Work Completed		E	F		G
A			B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description		Scheduled Value (\$)	From Previous Application (C+D)	This Period				
	Dome (\$108,000)								
4.18	Erect Shoring		\$23,000.00	\$23,000.00			\$23,000.00	100.0%	
4.19	Erect Formwork		\$17,000.00	\$17,000.00			\$17,000.00	100.0%	
4.20	Reinforcing		\$24,000.00	\$24,000.00			\$24,000.00	100.0%	
4.21	Place Roof Concrete		\$26,000.00	\$26,000.00			\$26,000.00	100.0%	
4.22	Remove Formwork		\$18,000.00	\$18,000.00			\$18,000.00	100.0%	
	Prestress (\$120,000)								
4.23	Prestress		\$35,000.00	\$35,000.00			\$35,000.00	100.0%	
4.24	Wire Coat		\$35,000.00	\$35,000.00			\$35,000.00	100.0%	
4.25	Body Coat		\$30,000.00	\$30,000.00			\$30,000.00	100.0%	
4.26	Final Coat		\$20,000.00	\$20,000.00			\$20,000.00	100.0%	
	Miscellaneous (\$145,329)								
4.27	Tank Pipe, Fittings & Appurtenances		\$55,329.00	\$55,329.00			\$55,329.00	100.0%	
4.28	Ladder/Vent/Hatch/Misc Metals		\$45,000.00	\$45,000.00			\$45,000.00	100.0%	
4.29	Decorative Paint		\$45,000.00	\$45,000.00			\$45,000.00	100.0%	
5	16" Water Line		\$69,975.00	\$69,975.00			\$69,975.00	100.0%	
6	12" Water Line		\$23,100.00	\$23,100.00			\$23,100.00	100.0%	
7	16" Tie-In Infrastructure		\$2,300.00	\$2,300.00			\$2,300.00	100.0%	
8	In-Tank Hydrodynamic Mixer		\$114,600.00	\$114,600.00			\$114,600.00	100.0%	
9	Asphalt Cut & Repair		\$28,800.00	\$28,800.00			\$28,800.00	100.0%	
10	Electrical Work (\$40,300)								
10.1	Underground Duct Bank		\$9,748.00	\$9,748.00			\$9,748.00	100.0%	
10.2	Above Ground Raceways		\$11,880.00	\$11,880.00			\$11,880.00	100.0%	
10.3	Wiring/Terminations		\$7,392.00	\$7,392.00			\$7,392.00	100.0%	
10.4	Instrumentation		\$4,800.00	\$4,800.00			\$4,800.00	100.0%	
10.5	SCADA Modifications		\$6,480.00	\$6,480.00			\$6,480.00	100.0%	
11	Trench Safety		\$14,514.00	\$14,514.00			\$14,514.00	100.0%	
12	Allowance		\$50,000.00		\$32,504.32		\$32,504.32	65.0%	\$17,495.68
CO	Change Orders								
CO1	Delete Trident Mixing System		(\$114,600.00)	(\$114,600.00)			(\$114,600.00)	100.0%	
			\$1,504,560.00	\$1,454,560.00	\$32,504.32		\$1,487,064.32	99%	\$17,495.68









## Murfee Engineering Company

December 6<sup>th</sup>, 2022

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

**Re: WTCPUA County Line 1420 Pump Station Upgrades  
Contractor's Application for Payment No. 5**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 5 from B-5 Construction Company Inc. for the period ending November 30<sup>th</sup>, 2022. We have reviewed this application for payment, concur with the material on hand quantities, and recommend approval and payment in the amount of Thirty-five thousand, two hundred fifteen dollars, and sixty-nine cents (\$35,215.69). This application for payment is broken down as follows:

Original Contract Price:	\$487,565.00
Net Change by Change Orders:	\$0.00
Contract Price with Change Orders	\$487,565.00
Total Completed to Date:	\$359,729.20
Retainage (10%):	\$35,972.92
<b>Amount Due this Application:</b>	<b>\$35,215.69</b>
Balance to Finish, Plus Retainage:	\$163,808.72

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

Sincerely,

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

Jason Baze, P.E.

cc: Jennifer Riechers – WTCPUA  
MEC File No. 11051.146

**APPLICATION FOR PAYMENT & CERTIFICATION****PROJECT:**

West Travis County Public Utility Agency  
County Line 1420 Pump Station Upgrades  
NOTICE TO PROCEED:  
CONTRACT TIME:

**CONTRACTOR:**

B-5 CONSTRUCTION CO. INC.  
PO BOX 1488  
MAGNOLIA, TEXAS  
ATTN: JERRY L BELL JR

APPLICATION NO.: 5

PERIOD TO: 11/30/2022

DATE: 11/30/2022

**OWNER:**

West Travis County Public Utility Agency

**ENGINEER:**

Murfee Engineering Company  
1101 Capitol of Texas Highway South Building D Suite 100  
Austin, TX 78746  
Attn: Jason Baze PH: 512-327-9204

CONTRACTOR JOB NO.: 21-487

ENGINEERS JOB NO.:

Email: jbaze@murfee.com

Application is made for Payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM	\$ 487,565.00
2. Change Orders approved in previous months	\$ -
3. Change Orders approved this month	
a.	
b.	
c.	
4. Contract Quantity Adjustments	\$ -
5. CONTRACT SUM TO DATE	\$ 487,565.00
6. TOTAL COMPLETED TO-DATE	\$ 359,729.20
7. Retainage*	\$ 35,972.92
8. Previous Payments	\$ 288,540.59
9. AMOUNT DUE THIS REQUEST	\$ 35,215.69

\* Retainage is 10% of total completed to-date up to 50% of project completed.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all Previous Payments have been paid to the Contractor for Work for which previous Payment Applications were issued, and that the Amount Due this Request as shown herein is now due.

CONTRACTOR: B-5 CONSTRUCTION COMPANY, INC.

By: 

Date: 11/30/2022

**ENGINEER CERTIFICATE FOR PAYMENT**

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

Engineer: Murfee Engineering

By: 

Date: 12-9-2022

Inspector:

By: Chris Sanders

Date: 12/06/2022

Owner:

By: \_\_\_\_\_

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

B-5 CONSTRUCTION COMPANY, INC.  
West Travis County Public Utility Agency

5  
Period Ending: 11/30/2022  
Date: 11/30/2022  
Job No. 21-487

No.	1	County Line 1420 Pump Station Upgrades	Quantity	Unit	Unit Price	Contract Amount	Previous Estimates Quantity	Amount	Current Estimate Quantity	Amount	Completed to Date Quantity	Amount	% Comp.	10% Retainage
<b>BASE BID</b>														
<b>PUMP STATION UPGRADES</b>														
W-1		REMOVAL OF TWO EXISTING 900 GPM PUMPS AND EQUIPMENT	1	LS	\$ 9,372.00	\$ 9,372.00	0	\$ -	0	\$ -	0	\$ -	0%	\$ -
W-2		INSTALLATION OF TWO 1650 GPM PUMPS	2	EA	\$ 50,911.00	\$ 101,822.00	0	\$ -	0	\$ -	0	\$ -	0%	\$ -
W-3		INSTALLATION OF TWO 12" PUMP CONTROL VALVES	2	EA	\$ 27,394.00	\$ 54,788.00	0	\$ -	0	\$ -	0	\$ -	0%	\$ -
W-4		INSTALLATION OF TWO 12" GATE VALVES	2	EA	\$ 2,958.00	\$ 5,916.00	0	\$ -	0	\$ -	0	\$ -	0%	\$ -
W-5		INSTALLATION OF TWO 14" GATE VALVES												
W-5 a		Install 14" Gate Valves	1	LS	\$ 16,226.00	\$ 16,226.00	0	\$ -	0	\$ -	0	\$ -	0%	\$ -
W-5 b		Install Concrete Supports	1	LS	\$ 900.00	\$ 900.00	0	\$ -	0	\$ -	0	\$ -	0%	\$ -
W-6		INSTALLATION OF DI PIPE AND FITTINGS												
W-6 a		Install Pump Station Piping	1	LS	\$ 44,915.00	\$ 44,915.00	0	\$ -	0	\$ -	0	\$ -	0%	\$ -
W-6 b		Install ARV and Pipe	1	LS	\$ 900.00	\$ 900.00	0	\$ -	0	\$ -	0	\$ -	0%	\$ -
W-6 c		Install Pressure Gauges	1	LS	\$ 3,275.00	\$ 3,275.00	0	\$ -	0	\$ -	0	\$ -	0%	\$ -
EL-1		ELECTRICAL UPGRADES FOR REPLACEMENT OF EXISTING PUMPS												
EL-1 a		Install Conduit	1	LS	\$ 39,550.00	\$ 39,550.00	0.58	\$ 22,939.00	0	\$ -	0.58	\$ 22,939.00	58%	\$ 2,293.90
EL-1 b		Install Wire	1	LS	\$ 18,384.00	\$ 18,384.00	0.35	\$ 6,434.40	0.15	\$ 2,757.60	0.5	\$ 9,192.00	50%	\$ 919.20
EL-1 c		Install Switch Gear	1	LS	\$ 110,215.00	\$ 110,215.00	0.67	\$ 73,844.05	0.33	\$ 36,370.95	1	\$ 110,215.00	100%	\$ 11,021.50
EL-1 d		Install Electrical Terminations	1	LS	\$ 5,985.00	\$ 5,985.00	0	\$ -	0	\$ -	0	\$ -	0%	\$ -
EL-1 e		Start up and Testing	1	LS	\$ 1,200.00	\$ 1,200.00	0	\$ -	0	\$ -	0	\$ -	0%	\$ -
EL-2		CONSTRUCTION OF TRANSFORMER PAD												
EL-2 a		Excavate for Pad	1	LS	\$ 1,200.00	\$ 1,200.00	1	\$ 1,200.00	0	\$ -	1	\$ 1,200.00	100%	\$ 120.00
EL-2 b		Pour Concrete Pad	1	LS	\$ 10,622.00	\$ 10,622.00	1	\$ 10,622.00	0	\$ -	1	\$ 10,622.00	100%	\$ 1,062.20
EL-3		UPDATING SCADA	1	LS	\$ 62,295.00	\$ 62,295.00	0.75	\$ 46,721.25	0	\$ -	0.75	\$ 46,721.25	75%	\$ 4,672.13

Contract Amount \$ 487,565.00  
Change Orders \$ -  
Revised Total \$ 487,565.00

Completed to Date \$ 200,889.25  
Materials on Hand \$ 158,839.95  
Subtotal \$ 359,729.20  
Retainage \$ 35,972.92  
Subtotal \$ 323,756.28  
Previous Payments \$ 288,540.59  
Amount Due \$ 35,215.69

**B-5 CONSTRUCTION COMPANY, INC.**  
 West Travis County Public Utility Agency  
 County Line 1420 Pump Station Upgrades

**MATERIALS ON HAND**

Date: 11/30/22

	<u>VENDER</u>	<u>INVOICE NUMBER</u>	<u>MATERIAL DESCRIPTION</u>	<u>When Placed BASE BID ITEMS</u>	<u>BALANCE LAST PERIOD</u>	<u>RECEIVED THIS PERIOD</u>	<u>PLACED THIS PERIOD</u>	<u>PLACED LAST PERIOD</u>	<u>TOTAL THIS PERIOD</u>
1	ODESSA PUMPS	OP0000014570	(2) Pumps	Line Item W-2	\$92,162.66	\$0.00	\$0.00	\$0.00	\$92,162.66
2	CORE MAIN	Q548606	Brass Fittings	Line Item W-6A	\$212.95	\$0.00	\$0.00	\$0.00	\$212.95
3	CORE MAIN	Q409491	SS Fittings & Air Relief Valve	Line Item W-6B	\$1,183.76	\$0.00	\$0.00	\$0.00	\$1,183.76
4	CORE MAIN	Q404030	8" & 6" Dismantling Joints	Line Item W-6A	\$5,904.56	\$0.00	\$0.00	\$0.00	\$5,904.56
5	CORE MAIN	Q403928	12" Control valves	Line Item W-4	\$42,582.24	\$0.00	\$0.00	\$0.00	\$42,582.24
6	CORE MAIN	Q485185	12" and 14" Gate valves	Line Item W-5	\$14,164.68	\$0.00	\$0.00	\$0.00	\$14,164.68
7	CORE MAIN	Q433088	SHOP DRAWING	Line Item W-6A	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00
8	CORE MAIN	Q410920	SS pipe and Ball Valves	Line Item W-6C	\$352.62	\$0.00	\$0.00	\$0.00	\$352.62
9	CORE MAIN	Q410822	SS pipe and Ball Valves	Line Item W-6C	\$709.80	\$0.00	\$0.00	\$0.00	\$709.80
10	CORE MAIN	Q791496	PRESSURE GAUGES	Line Item W-6C	\$1,066.68	\$0.00	\$0.00	\$0.00	\$1,066.68

CONTRACTOR: B-5 CONSTRUCTION COMPANY, INC.

By: 

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

**\$158,839.95**

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

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

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §

BEFORE ME, the undersigned authority, on this day personally came and appeared Jerry Bell Jr, known to me to be a credible person, and Vice President of B-5 Construction Co., a Corporation (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

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

Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA County Line 1420 Pump Station Upgrade (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and B-5 Construction Co. (the "Contractor") dated 6-10-21.

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

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

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

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

EXECUTED on this the 30 day of November, 2022.

CONTRACTOR B-5 Construction Co.

By: [Signature]

Print Name: Derry Bell Jr.

Title: Vice President

SWORN TO AND SUBSCRIBED BEFORE ME on this 30 day of November, 2022

[Signature]

Notary Public in and for the State of Texas

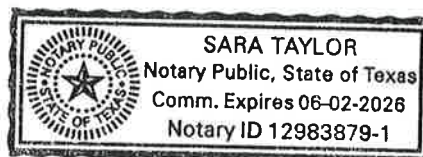
Printed Name: Sara Taylor

My Commission Expires: June 2, 2026

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §



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

This instrument was acknowledged before me on the 30 day of November,  
2022 by Jerry Bell Jr, Vice President of  
B-5 Construction Co., a Corporation, on behalf of said  
Corporation.

Sara Taylor

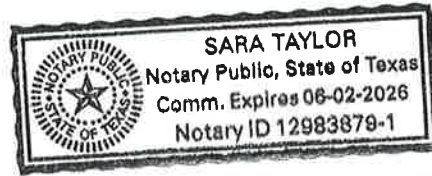
Notary Public in and for the State of Texas

Printed Name: Sara Taylor

My Commission Expires: June 2, 2026

**ATTACH:**

Exhibit A - List of Subcontractors



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

**SUBCONTRACTOR'S PARTIAL LIEN WAIVER**

THE STATE OF TEXAS           §  
   §  
COUNTY OF TRAVIS         §

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

I.

My name is Jerry Bell Jr I am,  
Vice President of B-S construction Co.  
(hereinafter referred to as "Subcontractor").

Subcontractor has provided materials or performed work in conjunction with the construction of facilities known as WTCPUA County Line 1420 Pump Station Upgrade (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), B-S construction Co. and  
\_\_\_\_\_, ("Contractor"), dated June 10, 2021.

II.

For and in consideration of the payment to Subcontractor of the sum of \$ 35,215.69 now due and owing for the construction of the Facilities as reflected in Subcontractor's invoice number # 5 ("Progress Payment"), Subcontractor does hereby waive and release any and all liens (and all rights to hereafter perfect any lien) on the Facilities and on any property on which the Facilities are located (collectively, the Facilities and such property are referred to herein as the "Property") for any work performed or materials supplied prior to November 30, 2022, \_\_\_\_\_ (the "Release Date"). This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the Release Date, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities through the Release Date claiming through or under the undersigned will be fully paid all amounts that may be due and owing (to the extent not already paid) and the undersigned does hereby agree to hold the Owner and any lending institution advancing funds in reliance hereon, harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party. The total amount paid to the Subcontractor for the Facilities, including the Progress Payment is \$ 35,215.69.

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this the 30 day of November, 2022.

B-S Construction Co.

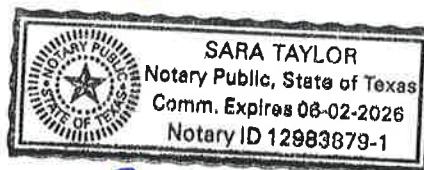
(SUBCONTRACTOR)

By: [Signature]  
Print Name: Jerry Bell Jr.  
Title: Vice President

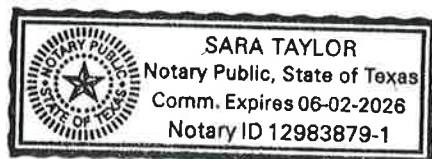
SWORN TO AND SUBSCRIBED BEFORE ME this 30 day of November, 2022

[Signature]  
Notary Public, State of Texas

THE STATE OF TEXAS       §  
  §  
COUNTY OF TRAVIS       §



This instrument was acknowledged before me on the 30 day of November, 2022 by Jerry Bell Jr.,  
Vice President of  
B-S Construction Co., a Corporation, on  
behalf of said Corporation.



[Signature]  
Notary Public in and for the State of Texas  
Printed Name: Sara Taylor  
My Commission Expires: June 2, 2026

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

**CONTRACTOR'S AFFIDAVIT AND LIEN WAIVER**

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

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

I.

My name is Jerry Bell JR. I am Vice President of  
B-5 Construction Co. (hereinafter referred to as  
"Contractor").

II.

Pursuant to that certain Standard Form of Agreement (the "Contract"), by and between  
WTCPUA (the "Owner"), B-5 Construction and Contractor, dated  
June 10, 2021, for the construction of certain facilities known as  
WTCPUA County Line 1420 Pump Station Upgrade as more particularly described in the  
Contract (the "Facilities"), I, a duly authorized agent for Contractor, do hereby warrant and  
represent, for and on behalf of Contractor, that: (i) a full and complete list of all  
subcontractors, laborers and material suppliers who have, prior to the date set forth herein  
below, been engaged in the construction of or supplying material incorporated into the  
Facilities is set forth on Exhibit "A" attached hereto and incorporated herein by reference; (ii)  
Contractor and all subcontractors, laborers, and material suppliers engaged in the construction  
of or supplying materials incorporated into the Facilities have been paid in full for all work  
performed and all materials supplied prior to the date set forth herein below; and (iii) prior to  
the date set forth herein below, the Facilities were fully and finally completed in strict  
accordance with the Contract.

III.

For and in consideration of the payment to Contractor of all sums now due and owing or to be  
due and owing for the construction of the Facilities, Contractor does hereby waive and release  
any and all liens (and all rights to hereafter perfect any lien) on the Facilities, or on any property  
on which the Facilities are located (collectively, the Facilities and such property are referred to  
herein as the "Property") for any work performed or materials supplied prior to the date set  
forth herein below. Without limitation on the foregoing, Contractor hereby releases and

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

discharges the Property, the Owner, and any and all other parties from all indebtedness and obligations of whatsoever character against them or the Property in connection with the construction of the Facilities and, in addition, releases and discharges the Property from any and all liens and charges of every character held by the undersigned, whether the liens be contractual, statutory, or constitutional, and further whether said liens are evidenced by lien claim affidavits or not and whether filed for record in the Office of the County Clerk of the county where the Property is located, or not; it being the intention to relinquish, and release the Property completely free and clear of all liens and lien claims of every character asserted by the undersigned. This release and waiver of liens is effective for all labor, materials, specially fabricated materials and/or services furnished up to and including the date hereof, and further the undersigned states that all persons, parties and entities that have furnished or performed work and/or furnished materials, specially fabricated materials, and supplies for use in connection with the construction of the Facilities claiming through or under the undersigned have been fully paid all amounts that may be due and owing and the undersigned does hereby agree to hold the Owner harmless from any loss, cost or expense incurred by virtue of any claims against them on account of the unpaid bills for labor performed or materials furnished by any such party.

EXECUTED on this the 30 day of November, 2022.

CONTRACTOR B-5 construction Co.

By: [Signature]

Print Name: Jerry Bell Jr.

Title: Vice President

SWORN TO AND SUBSCRIBED BEFORE ME on this 30 day of November, 2022.

[Signature]

Notary Public

Printed Name: Sara Taylor

My Commission Expires: June 2, 2026

THE STATE OF TEXAS §

§

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 30 day of November, 2022 by Jerry Bell Jr., Vice President

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

\_\_\_\_\_ of B-5 construction \_\_\_\_\_, a  
Corporation \_\_\_\_\_ on behalf of said  
Corporation \_\_\_\_\_.



Sara Taylor  
Notary Public in and for the State of Texas  
Printed Name: Sara Taylor  
My Commission Expires: June 2, 2026

Search Locations

Log in (log...)

Recent Cities  
★ Round Rock, TX (78664) (/weather/us/tx/round-rock/30.51,-97.68) Arcola, TX (77583) (/weather/us/tx/arcola/29.35,-95.46) Missouri City, TX (77489) (/weather/us/tx/missouri-city/29.62,-95.54) Sealy, TX (77474) (/wea

30.18 °N, 97.67 °W

## Austin, TX Weather Calendar ★ 🏠

64° AUSTIN-BERGSTROM INTERNATIONAL AIRPORT STATION (/DASHBOARD/PWS/KTXAUSTI2358?CM\_VEN=LOCALWX\_PWSDASH) | CHANGE ✓




































[CALENDAR \(/CALENDAR/US/TX/AUSTIN/KAUS\)](#)

- [TODAY \(/WEATHER/US/TX/AUSTIN/KAUS\)](#)
- [HOURLY \(/HOURLY/US/TX/AUSTIN/KAUS\)](#)
- [10-DAY \(/FORECAST/US/TX/AUSTIN/KAUS\)](#)
- [CALENDAR \(/CALENDAR/US/TX/AUSTIN/KAUS\)](#)
- [HISTORY \(/HISTORY/DAILY/US/TX/AUSTIN/KAUS\)](#)
- [WUNDERMAP \(/WUNDERMAP?LAT=30.181&LON=-97.67\)](#)

November

2022

View

SUN	MON	TUE	WED	THU	FRI	SAT
30  Mostly Sunny 76° 49° 0 in	31  Mostly Cloudy 77° 49° 0 in	1  Cloudy 66° 55° 0.05 in	2  Foggy 76° 54° 0.01 in	3  Cloudy 84° 69° 0 in	4  Cloudy 85° 59° 0 in	5  Mostly Sunny 71° 50° 0.41 in
6  Cloudy 83° 48° 0 in	7  Mostly Cloudy 84° 68° 0 in	8  Cloudy 78° 60° 0.11 in	9  Cloudy 81° 64° 0.02 in	10  Cloudy 81° 64° 0 in	11  Cloudy 79° 43° 0 in	12  Mostly Sunny 58° 34° 0.12 in
13  Mostly Sunny 58° 29° 0 in	14  Cloudy 52° 48° 0 in	15  Cloudy 50° 40° 0.19 in	16  Partly Cloudy 55° 40° 0 in	17  Cloudy 58° 40° 0 in	18  Cloudy 55° 48° 0 in	19  Scattered Showers 47° 37° 0.03 in
20  Cloudy 47° 39° 0.39 in	21  Scattered Showers 45° 41° 0.03 in	22  Cloudy 54° 44° 0.24 in	23  Cloudy 65° 53° 0.02 in	24  Scattered Showers 67° 61° 0.15 in	25  Cloudy 61° 55° 0.18 in	26  Mostly Sunny 60° 41° 2 in
27  Mostly Sunny 71° 43° 0 in	28  Mostly Sunny 75° 37° 0 in	29  Cloudy 82° 52° 0 in	30  Mostly Sunny 58° 38° 0 in	1  Cloudy 53° 34° 0 in	2  Drizzle 69° 59° 0 in	3  Partly Cloudy 61° 50° 0 in

REQUEST FOR EXTENSION OF TIME

PROJECT: County line 1420 Pump Station  
OWNER: West Travis Co. Public Utility Agency  
ATTENTION: Jason  
JOB NO: 2021-487-5

Gentlemen:

We request extension of completion time on our contract in the amount of 5 calendar days specified as follows: (Please circle day of the month.)

Month: November

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Reasons for request: The days that are being requested for time extension were wet/muddy days the inhibited or prevented work for those days.

  
Jerry Bell Jr. Vice President  
B-5 Construction Company Inc.,

\_\_\_\_\_ Recommended approval for extension of \_\_\_\_\_ calendar days

\_\_\_\_\_ Recommended disapproval: (See the following comments).

By: \_\_\_\_\_

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





## Murfee Engineering Company

December 9<sup>th</sup>, 2022

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

**Re: 1080 24" Transmission Main – Segment A  
Contractor's Application for Payment No. 5**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 5 from S.J. Louis Construction of Texas LTD. for the period ending November 30<sup>th</sup>, 2022. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of four hundred seventy-five thousand, nine hundred eighty-nine and 01/100 dollars (\$475,989.01). This application for payment is broken down as follows:

Original Contract Price:	\$3,514,023.10
Net Change by Change Orders:	\$105,703.69
Current Contract Price:	\$3,619,726.79
Total Completed and Stored to Date:	\$2,703,472.85
Retainage (10%):	\$270,347.29
<b>Amount Due this Application:</b>	<b>\$475,989.01</b>
Balance to Finish, Plus Retainage:	\$1,186,601.23

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

Sincerely,

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

Jason Baze, P.E.

cc: Jennifer Riechers – WTCPUA  
MEC File No. 11051.122

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
PROJECT CONSTRUCTION

CONSTRUCTION ESTIMATE CERTIFICATION FORM

PAYMENT ESTIMATE No:

5

Project: 1080 24" TRANSMISSION MAIN - SEGMENT A  
ENGINEER PROJECT  
11051.122

Date: 2-Dec-22

For Period: 11/1/2022 to 11/30/2022

Contractor: S.J. LOUIS CONSTRUCTION OF TEXAS LTD.  
520 S. 6TH AVE.  
MANSFIELD, TX 76063

Design Engineer: *Murfie Engineering Company*

Original Water Contract Amount:	\$ 3,514,023.10
Change Order(s) Approved:	\$ 105,703.69
Revised Total Contract Amount:	\$ 3,619,726.79
Change Order Percentage	3.01%

Total Water Work Completed to Date on Original Bids: \$ 1,726,170.21

Change Orders Completed: \$ 44,178.75

Materials Stored on Site: \$ 933,123.89


Total Value of Work To Date: \$ 2,703,472.85

Less 10% Retained: \$ 270,347.29


Less Previous Payment(s): \$ 1,957,136.55

Amount Due This Period: \$ 475,989.01

Certification is hereby made that this estimate is true and correct and eligible

  
Contractor 12/2/2022  
Date

Chris Sanders 12/09/2022  
Area Inspector Date



Consultant: Recommended for Payment Date

Owner: WTCPUA Date

WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
SAN, ANTONIO, TX

1080 24" TRANSMISSION MAIN - SEGMENT A  
WEST TRAVIS COUNTY PUBLIC UTILITY AGENCY  
ENGINEER PROJECT 11051.122

CONTRACTOR: S.J. LOUIS CONSTRUCTION OF TEXAS LTD.  
ADDRESS: 520 S. 6TH AVE.  
MANSFIELD, TX 76063

PAY ESTIMATE NO. 5

LINE NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	CONTRACT AMOUNT	PREV. QTY	CURRENT QTY	TOTAL QTY	TOTAL AMOUNT
<b>BASE BID</b>									
E-1	Silt Fence Including J-Hooks Installation and Maintenance	Linear Foot	14,016.00	\$ 2.40	\$ 33,638.40	10,512.00	0.00	10,512.00	\$ 25,228.80
E-2	Inlet Protection Installation and Maintenance	Each	2.00	\$ 800.00	\$ 1,600.00	1.50	0.00	1.50	\$ 1,200.00
E-3	Stabilized Construction Entrance Installation and Maintenance	Each	10.00	\$ 1,600.00	\$ 16,000.00	7.50	0.00	7.50	\$ 12,000.00
E-4	LOC Restoration / Hydromulch Seeding	Square Yard	61,452.27	\$ 0.46	\$ 28,268.04	0.00	0.00	0.00	\$ -
E-5	Restoration of Irrigation System / Trees replacement complete in place, per Allowance	Allowance	1.00	\$ 92,000.00	\$ 92,000.00	0.00	0.00	0.00	\$ -
E-6	Soil Retention Blanket Installation and Maintenance	Square Yard	6,413.48	\$ 3.10	\$ 19,881.79	0.00	0.00	0.00	\$ -
E-7	Tree Protection Installation and Maintenance	Linear Foot	3,885.00	\$ 2.00	\$ 7,770.00	2,913.00	0.00	2,913.00	\$ 5,826.00
E-8	Rock Berm	Linear Foot	245.00	\$ 21.00	\$ 5,145.00	183.00	0.00	183.00	\$ 3,843.00
E-9	SWPPP Compliance	Lump Sum	1.00	\$ 8,400.00	\$ 8,400.00	0.75	0.00	0.75	\$ 6,300.00
W-1	12-Inch Ductile Iron Water Main	Linear Foot	60.00	\$ 126.15	\$ 7,569.00	0.00	0.00	0.00	\$ -
W-2	Connection Existing 12-inch Water Main	Each	1.00	\$ 11,050.00	\$ 11,050.00	0.00	0.00	0.00	\$ -
W-3	24-Inch Ductile Iron Water Main (Unrestrained)	Linear Foot	6,168.00	\$ 259.96	\$ 1,603,433.28	1,119.00	1618.00	2,737.00	\$ 711,510.52
W-4	24-Inch Ductile Iron Water Main (Restrained)	Linear Foot	2,237.00	\$ 366.76	\$ 820,442.12	741.00	217.00	958.00	\$ 351,356.08
W-5	24-Inch Ductile Iron Water Main (Bee Cave Parkway-Restrained)	Linear Foot	228.00	\$ 366.76	\$ 83,621.28	0.00	228.00	228.00	\$ 83,621.28
W-6	24-Inch Ductile Iron Water Main (Bee Cave Parkway-Unrestrained)	Linear Foot	190.00	\$ 259.96	\$ 49,392.40	0.00	190.00	190.00	\$ 49,392.40
W-7	36-Inch Encasement Pipe (Bore)	Linear Foot	404.00	\$ 670.00	\$ 270,680.00	404.00	0.00	404.00	\$ 270,680.00
W-8	36-Inch Encasement Pipe (open cut)	Linear Foot	32.00	\$ 328.00	\$ 10,496.00	0.00	0.00	0.00	\$ -
W-9	24-Inch Gate Valve and Box	Each	5.00	\$ 26,250.00	\$ 131,250.00	0.00	2.00	2.00	\$ 52,500.00
W-10	12-Inch Gate Valve and Box	Each	3.00	\$ 4,211.00	\$ 12,633.00	0.00	0.00	0.00	\$ -
W-11	Fire Hydrant Assembly	Each	4.00	\$ 11,095.00	\$ 44,380.00	0.00	0.00	0.00	\$ -
W-12	2-Inch Air Release Valve and Vault	Each	3.00	\$ 8,650.00	\$ 25,950.00	1.00	0.00	1.00	\$ 8,650.00
W-13	3-Inch Air Release/Vacuum Valve and Vault	Each	3.00	\$ 9,351.00	\$ 28,053.00	0.00	1.00	1.00	\$ 9,351.00
W-14	Connection to Existing 24-inch DIP	Each	1.00	\$ 40,190.00	\$ 40,190.00	0.00	0.00	0.00	\$ -
W-15	Trench Safety	Linear Foot	8,479.00	\$ 0.01	\$ 84.79	0.00	4113.00	4,113.00	\$ 41.13
W-16	Pavement Repair Bee Cave Parkway	Lump Sum	1.00	\$ 62,720.00	\$ 62,720.00	0.00	1.00	1.00	\$ 62,720.00
W-17	Driveway Repair	Linear Foot	139.00	\$ 100.00	\$ 13,900.00	0.00	0.00	0.00	\$ -
W-18	Remove and Replace Concrete Sidewalk	Square Yard	20.00	\$ 100.00	\$ 2,000.00	0.00	0.00	0.00	\$ -
W-19	Restoration of Hike and Bike Trail (Crushed Granite)	Square Yard	311.00	\$ 20.00	\$ 6,220.00	0.00	0.00	0.00	\$ -
W-20	8-Inch Water Stub	Each	1.00	\$ 5,000.00	\$ 5,000.00	0.00	1.00	1.00	\$ 5,000.00
M-1	Bonds and Insurance	Lump Sum	1.00	\$ 27,000.00	\$ 27,000.00	1.00	0.00	1.00	\$ 27,000.00
M-2	Orange Construction Fence	Linear Foot	1,642.00	\$ 2.50	\$ 4,105.00	0.00	0.00	0.00	\$ -
M-3	Tree Removal	Each	31.00	\$ 150.00	\$ 4,650.00	23.00	0.00	23.00	\$ 3,450.00
M-4	Traffic Control	Lump Sum	1.00	\$ 36,500.00	\$ 36,500.00	0.25	0.75	1.00	\$ 36,500.00

<b>TOTAL BASE BID</b>	<b>\$ 3,514,023.10</b>	<b>BASE BID SUBTOTAL</b>	<b>\$ 1,726,170.21</b>
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**CHANGE ORDERS**

1	Additional Pipe and Fittings	Lump Sum	1	\$ 17,346.19	\$ 17,346.19	0.00	0.00	0.00	\$ -
1	Additional 24" Bore	Lump Sum	1	\$ 88,357.50	\$ 88,357.50	0.50	0.00	0.50	\$ 44,178.75
<b>CHANGE ORDER SUBTOTAL</b>									<b>\$ 44,178.75</b>

<b>ORIGINAL WATER CONTRACT AMOUNT</b>	<b>\$ 3,514,023.10</b>	<b>BASE BID SUBTOTAL</b>	<b>\$ 1,726,170.21</b>
<b>CHANGE ORDER(S) APPROVED AMOUNT</b>	<b>\$ 105,703.69</b>	<b>CHANGE ORDER SUBTOTAL</b>	<b>\$ 44,178.75</b>
<b>REVISED CONTRACT AMOUNT</b>	<b>\$ 3,619,726.79</b>	<b>TOTAL WORK COMPLETE</b>	<b>\$ 1,770,348.96</b>
		<b>(+) MATERIAL LUMP SUM STORED</b>	<b>\$ 933,123.89</b>
		<b>SUBTOTAL</b>	<b>\$ 2,703,472.85</b>
		<b>(-) 10% RETAINAGE</b>	<b>\$ 270,347.29</b>
		<b>SUBTOTAL LESS RETAINAGE</b>	<b>\$ 2,433,125.57</b>
		<b>(-) PREVIOUS PAYMENTS</b>	<b>\$ 1,957,136.55</b>
		<b>AMOUNT DUE THIS ESTIMATE</b>	<b>\$ 475,989.01</b>

# MATERIALS INVENTORY RECAP SHEET

PROJECT: 1080 24" TRANSMISSION MAIN - SEGMENT A

CONTRACTOR: S.J. LOUIS CONSTRUCTION OF TEXAS LTD.

PAY ESTIMATE NO. 5

Item #	Vendor	MATERIAL DESCRIPTION	UNIT	UNITS RECVD THIS MONTH	UNITS AT THE START OF MO	UNITS INSTALLED THIS MONTH	TOTAL UNITS ON HAND	RECEIVED UNIT PRICE	\$ VALUE OF MATERIAL RCV'D THIS PERIOD	\$ VALUE OF MATERIAL IN STORAGE AT BEGINNING OF PERIOD	\$ VALUE OF MATERIAL INSTALLED THIS PERIOD	\$ VALUE OF MATERIAL NOW STORED
W-4,W-5	CORE & MAIN	24 HDSS PR250 DI PIPE	LF	0.00	2,129.00	445.00	1,684.00	\$ 152.0700	\$ -	\$ 323,757.0300	\$ 67,671.1500	\$ 256,085.88
W-4,W-5	CORE & MAIN	24 SIP EZDBP24E DI JT REST	EA	0.00	171.00	0.00	171.00	\$ 611.5800	\$ -	\$ 104,580.1800	\$ -	\$ 104,580.18
W-4,W-5	CORE & MAIN	8 SIP EZDBP08E DI JT REST EPXY	EA	0.00	4.00	0.00	4.00	\$ 58.5400	\$ -	\$ 234.1600	\$ -	\$ 234.16
W-4,W-5	CORE & MAIN	8 MJ CAP C153 IMP	EA	0.00	1.00	0.00	1.00	\$ 93.6000	\$ -	\$ 93.6000	\$ -	\$ 93.60
W-4,W-5	CORE & MAIN	8 AFC 2508MM MJ RW GV OL	EA	0.00	1.00	0.00	1.00	\$ 1,123.9200	\$ -	\$ 1,123.9200	\$ -	\$ 1,123.92
W-9,W-14	CORE & MAIN	C5 AUSTIN VALVE BOX BASE	EA	0.00	14.00	0.00	14.00	\$ 80.2400	\$ -	\$ 1,123.3600	\$ -	\$ 1,123.36
W-9,W-14	CORE & MAIN	C6 AUSTIN VLV BOX PAVING RING	EA	0.00	14.00	0.00	14.00	\$ 41.2800	\$ -	\$ 577.9200	\$ -	\$ 577.92
W-9,W-14	CORE & MAIN	C7 AUSTIN VALVE BOX WATER LID	EA	0.00	14.00	0.00	14.00	\$ 25.8400	\$ -	\$ 361.7600	\$ -	\$ 361.76
W-9,W-14	CORE & MAIN	6 TJ CL50 PR350 DI PIPE	LF	0.00	140.00	0.00	140.00	\$ 19.6900	\$ -	\$ 2,756.6000	\$ -	\$ 2,756.60
W-4,W-5	CORE & MAIN	8 TJ PR350 DI PIPE	LF	0.00	20.00	0.00	20.00	\$ 35.8500	\$ -	\$ 717.0000	\$ -	\$ 717.00
W-1	CORE & MAIN	12 TJ PR350 DI PIPE	LF	0.00	80.00	0.00	80.00	\$ 38.5200	\$ -	\$ 3,081.6000	\$ -	\$ 3,081.60
W-12	CORE & MAIN	4 TJ PR350 DI PIPE	LF	0.00	12.00	0.00	12.00	\$ 25.7400	\$ -	\$ 308.8800	\$ -	\$ 308.88
W-1	CORE & MAIN	12 MJ 45 C153 IMP	EA	0.00	3.00	0.00	3.00	\$ 253.0000	\$ -	\$ 759.0000	\$ -	\$ 759.00
W-1	CORE & MAIN	12 MJ 22-1/2 C153 IMP	EA	0.00	1.00	0.00	1.00	\$ 221.2600	\$ -	\$ 221.2600	\$ -	\$ 221.26
W-1	CORE & MAIN	12 SIP EZDBP12E DI JT REST	EA	0.00	20.00	0.00	20.00	\$ 115.8600	\$ -	\$ 2,317.2000	\$ -	\$ 2,317.20
W-2	CORE & MAIN	12 MJ TEE C153 IMP	EA	0.00	1.00	0.00	1.00	\$ 425.0400	\$ -	\$ 425.0400	\$ -	\$ 425.04
W-2	CORE & MAIN	12 MJ L/P SLV C153 IMP	EA	0.00	1.00	0.00	1.00	\$ 233.2200	\$ -	\$ 233.2200	\$ -	\$ 233.22
W-3	CORE & MAIN	52"X200" ENCASMENT TUBE 8ML	EA	0.00	37.00	0.00	37.00	\$ 314.2900	\$ -	\$ 11,628.7300	\$ -	\$ 11,628.73
W-3	CORE & MAIN	2"X100" #9 ADHESIVE TAPE	RL	0.00	38.00	0.00	38.00	\$ 6.5000	\$ -	\$ 247.0000	\$ -	\$ 247.00
W-4,W-5	CORE & MAIN	3"X1000' RESTREAINED JOINT TAPE	EA	0.00	3.00	0.00	3.00	\$ 150.0000	\$ -	\$ 450.0000	\$ -	\$ 450.00
W-4,W-5	CORE & MAIN	24X12 MJ TEE C153 IMP	EA	0.00	1.00	0.00	1.00	\$ 1,377.2400	\$ -	\$ 1,377.2400	\$ -	\$ 1,377.24
W-4,W-5	CORE & MAIN	24 MJ 45 C153 IMP	EA	0.00	35.00	7.00	28.00	\$ 1,187.2600	\$ -	\$ 41,554.1000	\$ 8,310.8200	\$ 33,243.28
W-4,W-5	CORE & MAIN	24 MJ 22-1/2 C153 IMP	EA	0.00	8.00	0.00	8.00	\$ 1,096.1800	\$ -	\$ 8,769.4400	\$ -	\$ 8,769.44
W-4,W-5	CORE & MAIN	24 MJ 11-1/4 C153 IMP	EA	0.00	8.00	0.00	8.00	\$ 1,026.7200	\$ -	\$ 8,213.7600	\$ -	\$ 8,213.76
W-9	CORE & MAIN	10" VLV STEM EXT W/SDR	EA	0.00	6.00	0.00	6.00	\$ 367.2000	\$ -	\$ 2,203.2000	\$ -	\$ 2,203.20
W-10	CORE & MAIN	12 AFC 2512MM MJ RW GV OL	EA	0.00	3.00	0.00	3.00	\$ 2,322.6500	\$ -	\$ 6,967.9500	\$ -	\$ 6,967.95
W-11	CORE & MAIN	24X6 MJ ANCH TEE C153 IMP	EA	0.00	4.00	0.00	4.00	\$ 1,352.4000	\$ -	\$ 5,409.6000	\$ -	\$ 5,409.60
W-11	CORE & MAIN	6 AFC 2506MM MJ RW GV OL	EA	0.00	4.00	0.00	4.00	\$ 739.1700	\$ -	\$ 2,956.6800	\$ -	\$ 2,956.68
W-11	CORE & MAIN	5-1/4" AD B84B HYD 5"0"B AUSTIN	EA	0.00	4.00	0.00	4.00	\$ 2,567.2200	\$ -	\$ 10,268.8800	\$ -	\$ 10,268.88
W-11,W-12	CORE & MAIN	6 MJ REGULAR ACC SET L/GLAND	EA	0.00	7.00	0.00	7.00	\$ 21.8100	\$ -	\$ 152.6700	\$ -	\$ 152.67
W-11	CORE & MAIN	6 SIP EZDBP06E DI JT REST EPXY	EA	0.00	8.00	0.00	8.00	\$ 44.4800	\$ -	\$ 355.8400	\$ -	\$ 355.84
W-12	CORE & MAIN	24X6 MJ TEE C153 IMP	EA	0.00	2.00	0.00	2.00	\$ 1,171.6200	\$ -	\$ 2,343.2400	\$ -	\$ 2,343.24
W-12	CORE & MAIN	6X2 MJ TAPT PLUG C153 IMP	EA	0.00	2.00	0.00	2.00	\$ 76.8200	\$ -	\$ 153.6400	\$ -	\$ 153.64
W-13	CORE & MAIN	24X6 MJXFLG TEE C153 IMP	EA	0.00	3.00	0.00	3.00	\$ 1,392.8800	\$ -	\$ 4,178.6400	\$ -	\$ 4,178.64
W-13	CORE & MAIN	6X3 FLG RED C110 IMP	EA	0.00	3.00	0.00	3.00	\$ 135.5000	\$ -	\$ 406.5000	\$ -	\$ 406.50
W-13	CORE & MAIN	3 AFC 2503FF FLG RW GV OL HW	EA	0.00	3.00	0.00	3.00	\$ 380.6900	\$ -	\$ 1,142.0700	\$ -	\$ 1,142.07
CO#1	CORE & MAIN	24 MJ L/P SLV C153 IMP	EA	0.00	2.00	2.00	0.00	\$ 934.2600	\$ -	\$ 1,868.5200	\$ 1,868.5200	\$ -
W-14	CORE & MAIN	16 MJ REGULAR ACC SET L/GLAND	EA	0.00	3.00	0.00	3.00	\$ 62.2100	\$ -	\$ 186.6300	\$ -	\$ 186.63
W-14	CORE & MAIN	16 DI 3016 STARGRIP RESTRAINT	EA	0.00	3.00	0.00	3.00	\$ 222.0500	\$ -	\$ 666.1500	\$ -	\$ 666.15
W-6	CORE & MAIN	24 TJ PR250 DI PIPE	LF	0.00	4,846.00	1,808.00	3,038.00	\$ 101.4800	\$ -	\$ 491,772.0800	\$ 183,475.8400	\$ 308,296.24
W-7	BRITTEX INTL	36"O.D. STEEL CASING	LF	0.00	32.00	0.00	32.00	\$ 157.2000	\$ -	\$ 5,030.4000	\$ -	\$ 5,030.40
W-4,W-5	CORE & MAIN	24X16 MJ RED C153 IMP	EA	0.00	1.00	0.00	1.00	\$ 892.4000	\$ -	\$ 892.4000	\$ -	\$ 892.40
W-9, W-10	CORE & MAIN	24 AFC 2524 MJ RW GV OL HOR BV	EA	0.00	6.00	0.00	6.00	\$ 21,981.3300	\$ -	\$ 131,887.9800	\$ -	\$ 131,887.98
W-9, W-10	CORE & MAIN	16 2516 MJXFL TAP VLV OL L/ACC	EA	0.00	1.00	0.00	1.00	\$ 10,695.1500	\$ -	\$ 10,695.1500	\$ -	\$ 10,695.15

TOTALS \$ - \$ 1,194,450.22 \$ 261,326.33 \$ 933,123.89

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

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

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

BEFORE ME, the undersigned authority, on this day personally came and appeared Curtis A. Ostrander, PE, known to me to be a credible person, and Area Manager, Vice President of S.J. Louis Construction of Texas, Ltd., a Limited Partnership (hereinafter called "Contractor"), and who, being first duly sworn, upon his oath declares and acknowledges as follows:

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

3. Contractor has supplied materials and/or performed labor in connection with the construction of facilities known as WTCPUA 1080 24-Inch Transmission Main -Segment 'A' (the "Facilities") as more particularly described in that one certain Standard Form of Agreement by and between WTCPUA (the "Owner"), and S.J. Louis Construction of Texas, Ltd. (the "Contractor") dated 02/10/2022.

4. Contractor has received payment of all sums due Contractor for materials supplied and labor performed in connection with the construction of the Facilities up to and including 11/30/2022 (the "Release Date").

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

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

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

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

EXECUTED on this the 5th day of December, 2022.

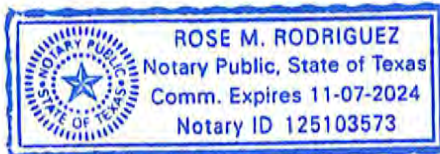
CONTRACTOR S.J. Louis Construction of Texas. Ltd.

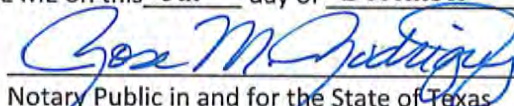
By: 

Print Name: Curtis A. Ostrander, PE

Title: Area Manager, Vice President

SWORN TO AND SUBSCRIBED BEFORE ME on this 5th day of December, 2022



  
Notary Public in and for the State of Texas

Printed Name: Rose M. Rodriguez

My Commission Expires: 11/07/2024

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS         §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACH:**

Exhibit A - List of Subcontractors

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

**CONTRACTOR'S AFFIDAVIT AND LIEN WAIVER**

THE STATE OF TEXAS           §  
  §  
COUNTY OF TRAVIS           §

BEFORE ME, the undersigned authority, personally appeared Curtis A. Ostrander, PE  
who, being by me duly sworn states as follows:

I.

My name is Curtis A. Ostrander, PE. I am Area Manager, Vice President of  
S.J. Louis Construction of Texas, Ltd. (hereinafter referred to as "Contractor").

II.

Pursuant to that certain Standard Form of Agreement (the "Contract"), by and between WTCPUA (the "Owner"), S.J. Louis Construction of Texas Ltd and Contractor, dated 02/10/2022, for the construction of certain facilities known as WTCPUA 1080 24-Inch Transmission Main -Segment 'A' as more particularly described in the Contract (the "Facilities"), I, a duly authorized agent for Contractor, do hereby warrant and represent, for and on behalf of Contractor, that: (i) a full and complete list of all subcontractors, laborers and material suppliers who have, prior to the date set forth herein below, been engaged in the construction of or supplying material incorporated into the Facilities is set forth on Exhibit "A" attached hereto and incorporated herein by reference; (ii) Contractor and all subcontractors, laborers, and material suppliers engaged in the construction of or supplying materials incorporated into the Facilities have been paid in full for all work performed and all materials supplied prior to the date set forth herein below; and (iii) prior to the date set forth herein below, the Facilities were fully and finally completed in strict accordance with the Contract.

III.

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

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

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

EXECUTED on this the 5th day of December, 2022.

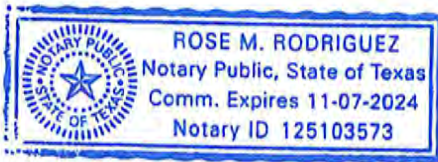
CONTRACTOR S.J. Louis Construction of Texas, Ltd.

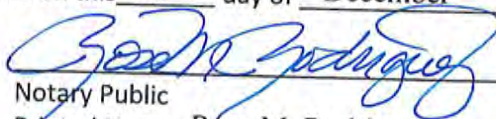
By: 

Print Name: Curtis A. Ostrander, PE

Title: Area Manager, Vice President

SWORN TO AND SUBSCRIBED BEFORE ME on this 5th day of December, 2022.



  
Notary Public  
Printed Name: Rose M. Rodriguez  
My Commission Expires: 11/07/2024

THE STATE OF TEXAS     §  
   §  
COUNTY OF TRAVIS         §

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

\_\_\_\_\_  
Notary Public in and for the State of Texas  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





Murfee Engineering Company

December 5<sup>th</sup>, 2022

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

**Re: WTCPUA West Bee Cave Pump Station Upgrade  
Contractor's Application for Payment No. 3**

Mr. Roberts and Board:

Enclosed is Application for Payment No. 3 and Application for Retainage from TTE, LLC for the period ending October 31<sup>st</sup>, 2022. We have reviewed this application for payment, conducted site observations, concur with the items and quantities, and recommend approval and payment in the amount of ten thousand three hundred seventy-four dollars and zero cents (\$10,374.00). This application for payment is broken down as follows:

Original Contract Price:	\$160,200.00
Change Order(s):	\$0.00
Current Contract Price:	\$160,200.00
Total Completed and Stored to Date:	\$160,200.00
Retainage (5%):	\$8,010.00
<b>Amount Due this Application:</b>	<b>\$10,374.00</b>
Balance to Finish, Plus Retainage:	\$8,010.00

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

Sincerely,

*Philip Evan Parker*

Evan Parker, E.I.T.

cc: Jennifer Riechers – WTCPUA  
Jason Baze, P.E. – MEC  
MEC File No. 11051.148

1101 Capital of Texas Highway South • Building D, Suite 110 • Austin, Texas 78746 • 512/327-9204 • TBPE F353

**Contractor's Application for Payment No.**

3

Application Period: 9/1/2022 - 10/31/2022		Application Date: 10/31/2022
To (Owner): West Travis County PUA	From (Contractor): TTE, LLC	Via (Engineer): Murfee Engineering Co, Inc
Project: West Bee Cave Pump Station Upgrade	Contract: West Bee Cave Pump Station Upgrade	
Owner's Contract No.:	Contractor's Project No.: 1255	Engineer's Project No.: 11051.148

**Application For Payment**

**Change Order Summary**

Approved Change Orders				
Number	Additions	Deductions		
			1. ORIGINAL CONTRACT PRICE.....	\$ \$160,200.00
			2. Net change by Change Orders.....	\$
			3. Current Contract Price (Line 1 ± 2).....	\$ \$160,200.00
			4. TOTAL COMPLETED AND STORED TO DATE	
			(Column F total on Progress Estimates).....	\$ \$160,200.00
			5. RETAINAGE:	
			a. 5% X \$160,200.00 Work Completed.....	\$ \$8,010.00
			b. 5% X Stored Material.....	\$
			c. Total Retainage (Line 5.a + Line 5.b).....	\$ \$8,010.00
			6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c).....	\$ \$152,190.00
			7. LESS PREVIOUS BILLED (Line 6 from prior Application).....	\$ \$141,816.00
			8. AMOUNT DUE THIS APPLICATION.....	\$ \$10,374.00
			9. <b>BALANCE TO FINISH, PLUS RETAINAGE</b>	
			(Column G total on Progress Estimates + Line 5.c above).....	\$ \$8,010.00
TOTALS				
NET CHANGE BY				
CHANGE ORDERS				

**Contractor's Certification**

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

Contractor Signature

By:

Date:

Payment of: \$ \$10,374.00  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Philip Evan Parker 12/5/2022  
(Engineer) (Date)

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

is approved by: \_\_\_\_\_  
(Owner) (Date)

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

### Progress Estimate - Lump Sum Work

## Contractor's Application

[illegible]

## Stored Material Summary

## Contractor's Application

[illegible]

# AFFIDAVIT OF BILLS PAID AND WAIVER OF LIEN

STATE OF TEXAS

COUNTY OF BURNET

Whereas, the undersigned TTE, LLC has been employed by West Travis County PUA for the project known as:

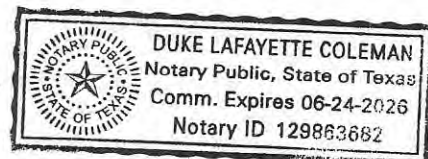
West Bee Cave Pump Station Upgrade

In consideration of partial payment on the above referenced contract, progress payment amount of \$10,374.00 as of October 24, 2022, TTE, LLC hereby represents and warrants that it (i) has made provision for proper payment of all subcontractors, labor and materials upon receiving above payment; and (ii) that as of the date hereof, TTE, LLC has received no notice of any claim for mechanic's or other lien arising as a result of the work.

TTE, LLC  
Contractor  
By: But 28  
Signature

SUBSCRIBED AND SWORN BEFORE ME THIS 24th day of October, 2022 to certify which witness by my hand and seal of office.

Duke Lafayette Coleman  
Signature of Notary



## **ITEM C**



## Murfee Engineering Company

December 22, 2022

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

**Re: WTCPUA 1080 Transmission Main Segment A  
Change Order #3**

Mr. Roberts and Board:

Attached please find Change Order #3 from SJ Louis Construction of Texas. This change order covers three separate project scope changes including, relocation of the existing 4" & 8" force mains conflicting the proposed transmission main, temporary paving and traffic control necessary to reopen Bee Cave Parkway due to inclement weather ahead of the Thanksgiving weekend, and a conflict resolution for two proposed storm sewer crossings being constructed by adjacent development projects. We have reviewed the additional quantities submitted by the Contractor and find them to be fair and reasonable. We recommend that Change Order #3 be approved accordingly for an amount of \$77,035.30. If this change order is approved, the total Contract price will be revised to \$3,696,762.09.

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

Sincerely,

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

Jason Baze, P.E.

File 11051-135

**Bidding Requirements, Contract Forms & Conditions of the Contract**  
**Change Order - Section 00941**

**CHANGE ORDER # 3**

Date of Issuance: 11/10/2022

Effective Date: 12/22/2022

Project: WTCPUA 1080 TM	Owner: West Travis County Public Utility Agency	Owner's Contract No.:
Contract: 1080 Transmission Main Segment A		Date of Contract: 2/10/2022
Contractor: SJ Louis Construction of Texas, Ltd.		Engineer's Project No.: 11051.122

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description: Due to existing utility conflicts at STA: 1+00, re-routing of existing 4" & 8" force mains is necessary to make connection of 24" transmission main. This change order includes all material and labor costs associated with re-routing force mains. This will result in an extension of contract length by 7 days. Additionally, due to weather conditions preventing HMAC placement on original schedule, a temporary solution was proposed by the contractor in placing asphalt base to allow West bound traffic lanes reopened and restore ability to turn at intersections. A storm sewer crossing that will need more material, labor and equipment, which will be reflected in the Change Order.

**Attachments: (List documents supporting change):** Change Order 3 Summary (1 page), Cost Breakdown for the removal and addition of items (31 pages)

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:  \$ <u>3,514,023.10</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>210</u> Ready for final payment (days or date): <u>390</u>
Increase [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u>  \$ <u>88,357.50</u>	Increase [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> Substantial completion (days): <u>21</u> Ready for final payment (days): <u>21</u>
Contract Price prior to this Change Order:  \$ <u>3,619,726.79</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>1/18/2023</u> Ready for final payment (days or date): <u>6/17/2023</u>
Increase [Decrease] of this Change Order:  \$ <u>77,035.30</u>	Increase [Decrease] of this Change Order: Substantial completion (days or date): <u>7</u> Ready for final payment (days or date): <u>7</u>
Contract Price incorporating this Change Order:  \$ <u>3,696,762.09</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>1/25/2023</u> Ready for final payment (days or date): <u>6/24/2023</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:



By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_

By: \_\_\_\_\_  
Contractor (Authorized Signature)

By: \_\_\_\_\_

12-22-2022

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

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

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

Approved by Funding Agency (if applicable):

\_\_\_\_\_

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

# Change Order

## Instructions

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### **A. GENERAL INFORMATION**

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

### **B. COMPLETING THE CHANGE ORDER FORM**

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

# Proposal

<b>Project Name</b> WTC 1080 24" Transmission Main - Segment A			<b>Proposal No.</b> <div style="text-align: center; font-weight: bold; color: blue;">5</div>		<b>Date</b> <div style="text-align: center; color: blue;">12/16/22</div>	
<b>Response Required By</b> Jason Baze 1101 S. Capital of TX Hwy, Bldg D Austin, TX 78746			<b>Transmitted By</b> Matt Caffey Project Manager Signature 			
<b>Description of Change</b>  <p>As Requested, Please see attached proposal for Re-routing the 8" &amp; 4" for mains that are in conflict with the installation of the 24" at Sta: 1+00.</p> <p>Note: All materials and work not specifically described herein are excluded. Any labor or materials resulting from any other utility conflict during installation is not included in this proposal.</p>						
<b>Breakdown of Proposal</b>						
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit \$</b>	<b>Total Cost</b>	
<b>ADDITIONS</b>						
New Item	<b>Re-Route 8" &amp; 4" Force Main</b>	Lump Sum	1.00	\$ 43,766.74	\$ 43,766.74	
New Item	<b>Additional Insurance and Bond (2%)</b>	Lump Sum	1.00	\$ 875.33	\$ 875.33	
Subtotal Additions (A)					\$ 44,642.07	
<b>DELETIONS</b>						
N/A	N/A	N/A	0.00	\$ -	\$ -	
Subtotal Deletions (B)					\$ -	
<b>TOTAL ADDITIONAL COST (A - B)</b>					\$ 44,642.07	
<b>NET CONTRACT CHANGE</b>					\$ 44,642.07	
<b>REQUESTED ADDITIONAL CALENDAR DAYS</b>					<b>7</b>	
<b>S.J. Louis Construction Action</b>						
xc						
Les V. Whitman, S.J. Louis Construction of Texas, Ltd.						

## SUMMARY SHEET - LABOR, EQUIPMENT, MATERIALS

																		(A)	
LABOR		HOURS WORKED															RATE TIMES		
FIELD PERSONNEL		RATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL	TOTAL HRS.
General Superintendent	\$	75.00																0.0	\$ -
Pipe Foreman	\$	55.00	10.0	10.0	10.0	5.0												35.0	\$ 1,925.00
Excavator Operator	\$	30.00	10.0	10.0	10.0	5.0												35.0	\$ 1,050.00
Excavator Operator	\$	25.00	10.0	10.0	10.0	5.0												35.0	\$ 875.00
Loader Operator	\$	22.00	10.0	10.0	10.0	5.0												35.0	\$ 770.00
Top Man	\$	20.00	10.0	10.0	10.0	5.0												35.0	\$ 700.00
Pipe Layer	\$	20.00	10.0	10.0	10.0	5.0												35.0	\$ 700.00
Laborer	\$	18.00	10.0	10.0	10.0	5.0												35.0	\$ 630.00
Laborer	\$	18.00	10.0	10.0	10.0	5.0												35.0	\$ 630.00
Laborer	\$	18.00	10.0	10.0	10.0	5.0												35.0	\$ 630.00
Laborer	\$	18.00																0.0	\$ -
MANAGEMENT																			
Area Manager	\$	95.00																	\$ -
Project Manager	\$	65.00																	\$ -
Project Coordinator	\$	55.00																	\$ -
Per Diem	Unit Cost	Unit	Description															QTY	Cost
SJL out of town por diem	\$ 100.00	Day	Per Diem															27.0	\$ 2,700.00
																			\$ 10,610.00

(B)		
LABOR BURDEN	LABOR BURDEN	TOTAL (A + B)
35.00%	\$ -	\$ -
35.00%	\$ 673.75	\$ 2,598.75
35.00%	\$ 367.50	\$ 1,417.50
35.00%	\$ 306.25	\$ 1,181.25
35.00%	\$ 269.50	\$ 1,039.50
35.00%	\$ 245.00	\$ 945.00
35.00%	\$ 245.00	\$ 945.00
35.00%	\$ 220.50	\$ 850.50
35.00%	\$ 220.50	\$ 850.50
35.00%	\$ 220.50	\$ 850.50
35.00%	\$ -	\$ -
35.00%	\$ -	\$ -
35.00%	\$ -	\$ -

0.00%	\$ -	\$ 2,700.00
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<b>CHANGE IN LABOR</b>	<b>\$ 13,378.50</b>
<b>ALLOWABLE MARKUP (20%)</b>	<b>\$ 2,675.70</b>

EQUIPMENT	RATE	HOURS WORKED															RATE TIMES TOTAL HRS.
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Excavator- Caterpillar 336D L	\$ 199.82	10.0	10.0														20.0 \$ 3,996.40
Excavator-Caterpillar 349E L	\$ 278.53	10.0	10.0														20.0 \$ 5,570.60
Loader- Deere 966K	\$ 151.12	10.0	10.0														20.0 \$ 3,022.40
Pickup Truck- Ford 4x4 3/4 TN	\$ 20.19	10.0	10.0														20.0 \$ 403.80
Water Truck - DSL 4x2 2500	\$ 41.28	10.0	10.0														20.0 \$ 825.60
Tool Shack	\$ 54.16	10.0	10.0														20.0 \$ 1,083.20
Light Tower	\$ 25.15	10.0	10.0														20.0 \$ 503.00
Generator and Pump	\$ 47.41	10.0	10.0														20.0 \$ 948.20
																	<b>\$ 16,353.20</b>

<b>CHANGE IN EQUIPMENT</b>	<b>\$ 16,353.20</b>
<b>ALLOWABLE MARKUP (20%)</b>	<b>\$ 3,270.64</b>

MATERIALS	UNIT COST	UNIT	DESCRIPTION	QTY	COST
Core & Main	\$ 2,435.90	LS	All Materials for Re-Route	1.0	\$ 5,000.00
Lauren Concrete	\$ 750.00	LS	Concrete Cap	1.0	\$ 750.00
Martin Marietta	\$ 27.93	Tons	Pipe Embedment	10.0	\$ 279.30
					<b>\$ 6,029.30</b>

<b>CHANGE IN MATERIAL</b>	<b>\$ 6,029.30</b>
<b>ALLOWABLE MARKUP (15%)</b>	<b>\$ 904.40</b>

SUBCONTRACTORS	UNIT COST	UNIT	DESCRIPTION	QTY	COST
Meléndez	\$ 110.00	Hours	Spoil Haul Off	10.0	\$ 1,100.00
					\$ -
					<b>\$ 1,100.00</b>

<b>CHANGE IN SUBCONTRACTOR</b>	<b>\$ 1,100.00</b>
<b>ALLOWABLE MARKUP (5%)</b>	<b>\$ 55.00</b>

**TOTAL \$ 43,766.74**

# Proposal

<b>Project Name</b> WTC 1080 24" Transmission Main - Segment A				<b>Proposal No.</b> <b>5 REV 2</b>		<b>Date</b> 12/7/22	
<b>Response Required By</b> Jason Baze 1101 S. Capital of TX Hwy, Bldg D Austin, TX 78746				<b>Transmitted By</b> Matt Caffey Project Manager Signature 			
<b>Description of Change</b>  <p>As requested. Please see the attached proposal to provide temporary paving and re-open the road for the Thanksgiving holiday week. SJL will mill out the temporary paving before paving the permanent road repair.</p> <p>Note: All materials and work not specifically described herein are excluded. Any labor or materials resulting from any other utility conflict during installation is not included in this proposal.</p>							
<b>Breakdown of Proposal</b>							
Item	Description	Unit	Qty.	Unit \$	Total Cost		
<b>ADDITIONS</b>							
New Item	Temporary Paving	Lump Sum	1.00	\$ 15,590.44	\$ 15,590.44		
New Item	Additional Insurance and Bond (2%)	Lump Sum	1.00	\$ 311.81	\$ 311.81		
Subtotal Additions (A)					\$ 15,902.25		
<b>DELETIONS</b>							
N/A	N/A	N/A	0.00	\$ -	\$ -		
Subtotal Deletions (B)					\$ -		
<b>TOTAL ADDITIONAL COST (A - B)</b>					<b>\$ 15,902.25</b>		
<b>NET CONTRACT CHANGE</b>						<b>\$ 15,902.25</b>	
<b>REQUESTED ADDITIONAL CALENDAR DAYS</b>						<b>0</b>	
<b>S.J. Louis Construction Action</b>							
xc Les V. Whitman, S.J. Louis Construction of Texas, Ltd.							

### SUMMARY SHEET - LABOR, EQUIPMENT, MATERIALS

																		(A)
		HOURS WORKED															RATE TIMES	
LABOR	RATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL	TOTAL HRS.
FIELD PERSONNEL																		
General Superintendent	\$ 75.00																0.0	\$ -
Foreman	\$ 55.00	8.0	8.0														16.0	\$ 880.00
Operator	\$ 30.00	8.0	8.0														16.0	\$ 480.00
Operator	\$ 25.00	8.0	8.0														16.0	\$ 400.00
Laborer	\$ 18.00	8.0	8.0														16.0	\$ 288.00
Laborer	\$ 18.00	8.0	8.0														16.0	\$ 288.00
																	0.0	\$ -
																	0.0	\$ -
																	0.0	\$ -
																	0.0	\$ -
																	0.0	\$ -
MANAGEMENT																		
Area Manager	\$ 95.00																	\$ -
Project Manager	\$ 65.00																	\$ -
Project Coordinator	\$ 55.00																	\$ -
Per Diem	Unit Cost	Unit	Description														QTY	Cost
																		\$ -
																		\$ 2,336.00

[illegible]

MATERIALS	UNIT COST	UNIT	DESCRIPTION	QTY	COST
Asphalt	\$ 82.50	TON	Asphalt Inc. - Invoice 175493	16.14	\$ 1,331.55
Asphalt	\$ 82.50	TON	Asphalt Inc. - Invoice 175507	16.01	\$ 1,320.83
Asphalt	\$ 82.50	TON	Asphalt Inc. - Invoice 175528	15.94	\$ 1,315.05
Asphalt	\$ 82.50	TON	Asphalt Inc. - Invoices 175566 and 175567	31.95	\$ 2,635.88
Asphalt	\$ 82.50	TON	Asphalt Inc. - Invoice 175570	13.00	\$ 1,072.50
Asphalt	\$ 80.00	TON	Texas Materials - Invoice 201140263	16.00	\$ 1,280.00
					<b>\$ 8,955.80</b>

SUBCONTRACTORS	UNIT COST	UNIT	DESCRIPTION	QTY	COST
Melendrez Trucking	\$ 110.00	Hours	Trucking 7 loads of asphalt from plant	7.0	\$ 770.00
					\$ -
					\$ 770.00

(B)		
LABOR BURDEN	LABOR BURDEN	TOTAL (A + B)
35.00%	\$ -	\$ -
35.00%	\$ 308.00	\$ 1,188.00
35.00%	\$ 168.00	\$ 648.00
35.00%	\$ 140.00	\$ 540.00
35.00%	\$ 100.80	\$ 388.80
35.00%	\$ 100.80	\$ 388.80
35.00%	\$ -	\$ -
35.00%	\$ -	\$ -
35.00%	\$ -	\$ -
35.00%	\$ -	\$ -
35.00%	\$ -	\$ -

35.00%	\$ -	\$ -
35.00%	\$ -	\$ -
35.00%	\$ -	\$ -

0.00%	\$ -	\$ -
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CHANGE IN LABOR	\$	3,153.60
ALLOWABLE MARKUP (20%)	\$	630.72

<b>TOTAL</b>	
\$	233.40
\$	235.20
\$	264.60
\$	222.00
\$	-
\$	-
\$	-

CHANGE IN EQUIPMENT	\$	955.20
ALLOWABLE MARKUP (20%)	\$	191.04

TOTAL	
\$	1,331.55
\$	1,320.83
\$	1,315.05
\$	2,635.88
\$	1,072.50
\$	1,280.00

CHANGE IN MATERIAL	\$	8,955.80
ALLOWABLE MARKUP (10%)	\$	895.58

<b>TOTAL</b>	
\$	770.00
\$	-
\$	-

CHANGE IN SUBCONTRACTOR	\$	770.00
ALLOWABLE MARKUP (5%)	\$	38.50

<b>TOTAL \$</b>	<b>15,590.44</b>
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## Adjustments for LSC30 in TX Fleet

September 27, 2018

### Bobcat S300 (disc. 2011)

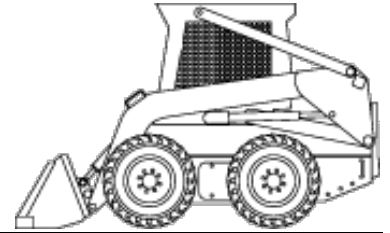
Skid Steer Loaders

Size Class:

2901 - 3300 lbs

Weight:

8,448 lbs.



### Configuration for S300 (disc. 2011)

Power Mode	Diesel	Net Horsepower	81 hp
Operator Protection	ROPS/FOPS	Operating Capacity (SAE)	3000 lbs

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,015.00	\$845.00	\$210.00	\$32.00	\$19.45	\$36.58
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2011: 100%)	-	-	-	-		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$3,015.00</b>	<b>\$845.00</b>	<b>\$210.00</b>	<b>\$32.00</b>	<b>\$19.45</b>	<b>\$36.58</b>

### Non-Active Use Rates

Hourly

Standby Rate	\$5.82
Idling Rate	\$26.15

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	22%	\$663.30/mo
Overhaul (ownership)	66%	\$1,989.90/mo
CFC (ownership)	4%	\$120.60/mo
Indirect (ownership)	8%	\$241.20/mo
Fuel (operating) @ 3.01	46%	\$9.02/hr

Revised Date: 2nd Half 2018

## Adjustments for HTC18 in TX Fleet

September 27, 2018

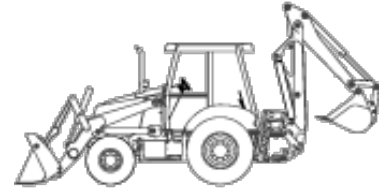
### Caterpillar 420E (disc. 2012)

Tractor-Loader-Backhoes

Size Class:

**14' to Under 15'**

Weight:

**15,474 lbs.**


### Configuration for 420E (disc. 2012)

Loader Bucket Capacity--Heaped **1.25 cu yd**

Loader Bucket Capacity--Heaped **1.25 cu yd**

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,045.00	\$855.00	\$215.00	\$32.00	\$19.60	\$36.90
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2016: 103%)	\$91.35	\$25.65	\$6.45	\$0.96		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$3,136.35</b>	<b>\$880.65</b>	<b>\$221.45</b>	<b>\$32.96</b>	<b>\$19.60</b>	<b>\$37.42</b>

### Non-Active Use Rates

Hourly

Standby Rate

\$9.44

Idling Rate

\$27.15

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	34%	\$1,035.30/mo
Overhaul (ownership)	47%	\$1,431.15/mo
CFC (ownership)	8%	\$243.60/mo
Indirect (ownership)	11%	\$334.95/mo
Fuel (operating) @ 2.57	48%	\$9.33/hr

Revised Date: 1st Half 2018

## Adjustments for RVS46 in TX Fleet

September 27, 2018

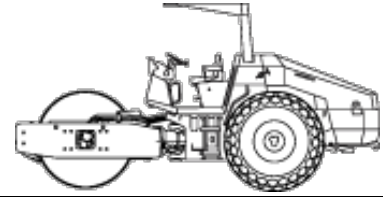
### Caterpillar CP-433E

Single Drum Vibratory Compactors

Size Class:

**5.0 - 7.9 MTons**

Weight:

**15,750 lbs.**


### Configuration for CP-433E

Drum Type	<b>Padfoot</b>	Drum Width	<b>66 in</b>
Drum Type	<b>Padfoot</b>	Drum Width	<b>66 in</b>
Power Mode	<b>Diesel</b>	Net Horsepower	<b>96 hp</b>
Power Mode	<b>Diesel</b>	Net Horsepower	<b>96 hp</b>

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$3,320.00	\$930.00	\$235.00	\$35.00	\$22.05	\$40.91
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2016: 98.6%)	(\$46.48)	(\$13.02)	(\$3.29)	(\$0.49)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$3,273.52</b>	<b>\$916.98</b>	<b>\$231.71</b>	<b>\$34.51</b>	<b>\$22.05</b>	<b>\$40.65</b>

### Non-Active Use Rates

Hourly

Standby Rate	\$13.21
Idling Rate	\$24.34

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	51%	\$1,693.20/mo
Overhaul (ownership)	29%	\$962.80/mo
CFC (ownership)	7%	\$232.40/mo
Indirect (ownership)	13%	\$431.60/mo
Fuel (operating) @ 2.3	26%	\$5.74/hr

Revised Date: 1st Half 2017

## Adjustments for LSX 7 in TX Fleet

September 27, 2018

### Broce RJ-350

Self Propelled Pavement Brooms

Size Class:

All

Weight:

N/A

Model Image

### Configuration for RJ-350

Power Mode	<b>Diesel</b>	Horsepower	<b>80</b>
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### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$2,170.00	\$610.00	\$155.00	\$23.00	\$18.50	\$30.83
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2016: 99.7%)	(\$6.51)	(\$1.83)	(\$0.47)	(\$0.07)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$2,163.49</b>	<b>\$608.17</b>	<b>\$154.53</b>	<b>\$22.93</b>	<b>\$18.50</b>	<b>\$30.79</b>

### Non-Active Use Rates

Hourly

Standby Rate	\$5.16
Idling Rate	\$21.20

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	32%	\$694.40/mo
Overhaul (ownership)	58%	\$1,258.60/mo
CFC (ownership)	4%	\$86.80/mo
Indirect (ownership)	6%	\$130.20/mo
Fuel (operating) @ 3.01	48%	\$8.91/hr

Revised Date: 2nd Half 2018

# Invoice

## Asphalt Inc, LLC dba Lone Star Paving

PO Box 200608  
Austin, Tx 78720

Date	Invoice #
11/17/2022	HG20259A

**PAID**  
**11/21/2022**

Bill To		Ship To	
Cash Customer		SJ LOUIS	
P.O. Number		Due Date	F.O.B.
		11/17/2022	Plant

Quantity	Description	Price Each	Class	Amount
16.14	D Mix R 64-22	82.50	HAROLD GREEN	1,331.55T
			<b>Sales Tax (8.25%)</b>	\$109.85

**Total** \$1,441.40

Thank you for your business! We now accept Visa, MC, and Amex  
Please remit to the address above. All invoices are due Net 30 days. Do not hesitate to call  
254-654-1919. You may also send an email to mklepac@lspaving.com. FED ID 1-472248769-2.

# Asphalt Inc, LLC dba Lone Star Paving

PO Box 200608  
Austin, Tx 78720

## Invoice

Date	Invoice #
11/18/2022	HG20314

**PAID**  
11/21/2022

Bill To		Ship To	
Cash Customer		SJ LOUIS	
P.O. Number		Due Date	F.O.B.
		11/18/2022	Plant

Quantity	Description	Price Each	Class	Amount
76.9	D Mix R 64-22	82.50	HAROLD GREEN	6,344.25T
			<b>Sales Tax (8.25%)</b>	\$523.40
			<b>Total</b>	\$6,867.65

Thank you for your business! We now accept Visa, MC, and Amex  
Please remit to the address above. All invoices are due Net 30 days. Do not hesitate to call  
254-654-1919. You may also send an email to mklepac@lspaving.com. FED ID 1-472248769-2.

## Nathan VanOrman

---

**From:** Melissa Klepac <mklepac@lspaving.com>  
**Sent:** Thursday, November 17, 2022 2:06 PM  
**To:** Nathan VanOrman  
**Subject:** FW: Merchant Email Receipt  
**Attachments:** 2022 W-9 ASPHALT INC.pdf

This Message originated outside your organization. Please check the origin of the message before opening attachments or links.

Hi Nathan,  
The credit card payment is below. I have attached our W-9, thanks!

Respectfully,  
Melissa Klepac  
Asphalt Inc, LLC  
Lone Star Paving  
254-654-1919

-----Original Message-----

From: Auto-Receipt <noreply@mail.authorize.net>  
Sent: Thursday, November 17, 2022 2:04 PM  
To: Melissa Klepac <mklepac@lspaving.com>; Melissa Klepac <mklepac@lspaving.com>  
Subject: Merchant Email Receipt

<font color="red"><b>CAUTION: This email originated outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe.</b></font>

===== SECURITY STATEMENT =====

It is not recommended that you ship product(s) or otherwise grant services relying solely upon this e-mail receipt.

===== GENERAL INFORMATION =====

Merchant : ASPHALT INC (1781674)  
Date/Time : 17-Nov-2022 12:04:11 PST

===== ORDER INFORMATION =====

Invoice : 175493  
Description : 16.14  
Amount : 1441.40 (USD)  
Payment Method: MasterCard xxxx4512  
Transaction Type: Authorization and Capture

===== Line Items =====

===== RESULTS =====

Response : This transaction has been approved.

Auth Code : 801252

Transaction ID : 43767323342

Address Verification : AVS Not Applicable

==== CUSTOMER BILLING INFORMATION ===

Customer ID :

First Name :

Last Name :

Company :

Address :

City :

State/Province :

Zip/Postal Code :

Country :

Phone :

Fax :

E-Mail :

==== CUSTOMER SHIPPING INFORMATION ===

First Name :

Last Name :

Company :

Address :

City :

State/Province :

Zip/Postal Code :

Country :

===== ADDITIONAL INFORMATION =====

Tax :

Duty :

Freight :

Tax Exempt :

PO Number :

## Nathan VanOrman

---

**From:** Melissa Klepac <mklepac@lspaving.com>  
**Sent:** Friday, November 18, 2022 11:29 AM  
**To:** Nathan VanOrman  
**Subject:** FW: Merchant Email Receipt

This Message originated outside your organization. Please check the origin of the message before opening attachments or links.

11/18 First load - Ticket 175507  
CC payment below

Respectfully,  
Melissa Klepac  
Asphalt Inc, LLC  
Lone Star Paving  
254-654-1919

-----Original Message-----

From: Auto-Receipt <noreply@mail.authorize.net>  
Sent: Friday, November 18, 2022 9:11 AM  
To: Melissa Klepac <mklepac@lspaving.com>; Melissa Klepac <mklepac@lspaving.com>  
Subject: Merchant Email Receipt

<font color="red"><b>CAUTION: This email originated outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe.</b></font>

===== SECURITY STATEMENT =====

It is not recommended that you ship product(s) or otherwise grant services relying solely upon this e-mail receipt.

===== GENERAL INFORMATION =====

Merchant : ASPHALT INC (1781674)  
Date/Time : 18-Nov-2022 7:11:00 PST

===== ORDER INFORMATION =====

Invoice : 175507  
Description : 16.01  
Amount : 1429.80 (USD)  
Payment Method: MasterCard xxxx4512  
Transaction Type: Authorization and Capture

===== Line Items =====

===== RESULTS =====

Response : This transaction has been approved.

Auth Code : 176063

Transaction ID : 43768681985

Address Verification : AVS Not Applicable

==== CUSTOMER BILLING INFORMATION ===

Customer ID :

First Name :

Last Name :

Company :

Address :

City :

State/Province :

Zip/Postal Code :

Country :

Phone :

Fax :

E-Mail :

==== CUSTOMER SHIPPING INFORMATION ===

First Name :

Last Name :

Company :

Address :

City :

State/Province :

Zip/Postal Code :

Country :

===== ADDITIONAL INFORMATION =====

Tax :

Duty :

Freight :

Tax Exempt :

PO Number :

## Nathan VanOrman

---

**From:** Melissa Klepac <mklepac@lspaving.com>  
**Sent:** Friday, November 18, 2022 11:43 AM  
**To:** Nathan VanOrman  
**Subject:** FW: Merchant Email Receipt

This Message originated outside your organization. Please check the origin of the message before opening attachments or links.

11/18 Second load - Ticket 175528  
CC payment below

Respectfully,  
Melissa Klepac  
Asphalt Inc, LLC  
Lone Star Paving  
254-654-1919

-----Original Message-----

From: Auto-Receipt <noreply@mail.authorize.net>  
Sent: Friday, November 18, 2022 11:42 AM  
To: Melissa Klepac <mklepac@lspaving.com>; Melissa Klepac <mklepac@lspaving.com>  
Subject: Merchant Email Receipt

<font color="red"><b>CAUTION: This email originated outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe.</b></font>

===== SECURITY STATEMENT =====

It is not recommended that you ship product(s) or otherwise grant services relying solely upon this e-mail receipt.

===== GENERAL INFORMATION =====

Merchant : ASPHALT INC (1781674)  
Date/Time : 18-Nov-2022 9:42:03 PST

===== ORDER INFORMATION =====

Invoice : 175528  
Description : 15.94  
Amount : 1423.54 (USD)  
Payment Method: MasterCard xxxx4512  
Transaction Type: Authorization and Capture

===== Line Items =====

===== RESULTS =====

Response : This transaction has been approved.

Auth Code : 288685

Transaction ID : 43769074749

Address Verification : AVS Not Applicable

==== CUSTOMER BILLING INFORMATION ===

Customer ID :

First Name :

Last Name :

Company :

Address :

City :

State/Province :

Zip/Postal Code :

Country :

Phone :

Fax :

E-Mail :

==== CUSTOMER SHIPPING INFORMATION ===

First Name :

Last Name :

Company :

Address :

City :

State/Province :

Zip/Postal Code :

Country :

===== ADDITIONAL INFORMATION =====

Tax :

Duty :

Freight :

Tax Exempt :

PO Number :

## Nathan VanOrman

---

**From:** Melissa Klepac <mklepac@lspaving.com>  
**Sent:** Friday, November 18, 2022 2:33 PM  
**To:** Nathan VanOrman  
**Subject:** FW: Merchant Email Receipt

This Message originated outside your organization. Please check the origin of the message before opening attachments or links.

3RD & 4TH LOADS TICKETS 175566 & 175567 PROCESSED \$2,853.33

CARD WAS PREAPPROVED FOR \$2900.00 -

Respectfully,  
Melissa Klepac  
Asphalt Inc, LLC  
Lone Star Paving  
254-654-1919

-----Original Message-----

From: Auto-Receipt <noreply@mail.authorize.net>  
Sent: Friday, November 18, 2022 2:20 PM  
To: Melissa Klepac <mklepac@lspaving.com>; Melissa Klepac <mklepac@lspaving.com>  
Subject: Merchant Email Receipt

<font color="red"><b>CAUTION: This email originated outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe.</b></font>

===== SECURITY STATEMENT =====

It is not recommended that you ship product(s) or otherwise grant services relying solely upon this e-mail receipt.

===== GENERAL INFORMATION =====

Merchant : ASPHALT INC (1781674)  
Date/Time : 18-Nov-2022 12:19:57 PST

===== ORDER INFORMATION =====

Invoice : SJL  
Description : Goods or Services  
Amount : 2900.00 (USD)  
Payment Method: MasterCard xxxx4512  
Transaction Type: Authorization Only

===== Line Items =====

===== RESULTS =====

Response : This transaction has been approved.

Auth Code : 398466

Transaction ID : 43769457006

Address Verification : AVS Not Applicable

==== CUSTOMER BILLING INFORMATION ===

Customer ID :

First Name :

Last Name :

Company :

Address :

City :

State/Province :

Zip/Postal Code :

Country :

Phone :

Fax :

E-Mail :

==== CUSTOMER SHIPPING INFORMATION ===

First Name :

Last Name :

Company :

Address :

City :

State/Province :

Zip/Postal Code :

Country :

===== ADDITIONAL INFORMATION =====

Tax :

Duty :

Freight :

Tax Exempt :

PO Number :

## Nathan VanOrman

---

**From:** Melissa Klepac <mklepac@lspaving.com>  
**Sent:** Friday, November 18, 2022 2:39 PM  
**To:** Nathan VanOrman  
**Subject:** FW: Merchant Email Receipt

This Message originated outside your organization. Please check the origin of the message before opening attachments or links.

5TH LOAD - NEW CC TICKET 175570 \$1160.98

Respectfully,  
Melissa Klepac  
Asphalt Inc, LLC  
Lone Star Paving  
254-654-1919

-----Original Message-----

From: Auto-Receipt <noreply@mail.authorize.net>  
Sent: Friday, November 18, 2022 2:38 PM  
To: Melissa Klepac <mklepac@lspaving.com>; Melissa Klepac <mklepac@lspaving.com>  
Subject: Merchant Email Receipt

<font color="red"><b>CAUTION: This email originated outside of the organization. Do not click links or open attachments unless you are expecting this email and know the contents are safe.</b></font>

===== SECURITY STATEMENT =====

It is not recommended that you ship product(s) or otherwise grant services relying solely upon this e-mail receipt.

===== GENERAL INFORMATION =====

Merchant : ASPHALT INC (1781674)  
Date/Time : 18-Nov-2022 12:37:36 PST

===== ORDER INFORMATION =====

Invoice : 175570  
Description : 13  
Amount : 1160.98 (USD)  
Payment Method: MasterCard xxxx2904  
Transaction Type: Authorization and Capture

===== Line Items =====

===== RESULTS =====

Response : This transaction has been approved.

Auth Code : 410068

Transaction ID : 43769499337

Address Verification : AVS Not Applicable

==== CUSTOMER BILLING INFORMATION ===

Customer ID :

First Name :

Last Name :

Company :

Address :

City :

State/Province :

Zip/Postal Code :

Country :

Phone :

Fax :

E-Mail :

==== CUSTOMER SHIPPING INFORMATION ===

First Name :

Last Name :

Company :

Address :

City :

State/Province :

Zip/Postal Code :

Country :

===== ADDITIONAL INFORMATION =====

Tax :

Duty :

Freight :

Tax Exempt :

PO Number :



A CRH COMPANY  
1320 Arrow Point Dr Suite 600  
Cedar Park, TX 78613

Customer No: 215234  
Invoice No: 201140263  
Inv Date: 11/22/22  
Page: Page 1 of 1  
Customer PO: 192484  
Customer Job: S J Louis Constructi

S J Louis Construction  
PO Box 834  
Mansfield TX 76063-0834

Texas Materials  
1320 Arrow Point Dr Suite 600  
Cedar Park, TX 78613  
512-861-7100

sjltexasinvoices@sjlouis.com

Delivered To: 12800 BEE CAVES PKWY

Nathem V.

Date	Ticket#	Product#	Description	QTY	UM	Unit Price	Haul QTY	Haul Rate	Matl Total	Haul Total	Tax	Total
Plant: 04266 Asphalt - Seward												
MATERIAL: C MIX R 64-22												
11/22/22	232232	213010	C MIX R 64-22	16.00	TON	80.00	0.00	0.00	1,280.00	0.00	105.60	1,385.60
Total : C MIX R 64-22				16.00			TON		1,280.00	0.00	105.60	1,385.60
Total : Material C MIX R 64-22				16.00					1,280.00	0.00	105.60	1,385.60
Total Invoice:				16.00					1,280.00	0.00	105.60	1,385.60

NEW REMITTANCE SUITE #600. All payments should be made payable to Texas Materials Group, Inc. To register for our customer portal where you may access invoices and make payments please visit <https://mytexasmaterialsgroup.myamatportal.com>.

EMAIL

Job # 22202

Approved for  
Payment  
by: \_\_\_\_\_

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

Terms: Net 30.

Invoice Amount: 1,385.60

Amount Paid: \_\_\_\_\_

Customer Name: S J Louis Construction  
Customer No: 215234  
Invoice #: 201140263  
Date: 11/22/22  
Customer Job: S J Louis Constructi  
Customer PO: 192484  
Due Date: 12/22/22

If you have any questions about your invoice please call 512-861-7100

Remit Payment To: Texas Materials Group, Inc.  
1320 Arrow Point Drive Suite 600  
Cedar Park, TX 78613

Please provide your email address below if you would like to start receiving your invoices via email

11/29 sent to Nathem to ask for P.O.

# Proposal

<b>Project Name</b> WTC 1080 24" Transmission Main - Segment A		<b>Proposal No.</b> <div style="text-align: center; font-weight: bold; color: blue;">6</div>		<b>Date</b> <div style="text-align: center; font-weight: bold; color: blue;">12/7/22</div>	
<b>Response Required By</b> Jason Baze 1101 S. Capital of TX Hwy, Bldg D Austin, TX 78746		<b>Transmitted By</b> Matt Caffey Project Manager <b>Signature</b> 			
<b>Description of Change</b>  <p>Please see the attached proposal per the revised plans. As noted in the plans, the pricing includes materials, equipment, and labor to lower the waterline to accommodate additional utilities per the revised plans, as well as the labor and equipment to excavate and backfill the deeper trench.</p> <p>S.J. Louis believes this to be an accurate representation of the required adjustment to the contract price. Please do not hesitate to contact me for clarification or additional information regarding this proposal.</p> <p>Note: All materials and work not specifically described herein are excluded. Any labor or materials resulting from any other utility conflict during installation is not included in this proposal.</p>					
<b>Breakdown of Proposal</b>					
<b>Item</b>	<b>Description</b>	<b>Unit</b>	<b>Qty.</b>	<b>Unit \$</b>	<b>Total Cost</b>
<b>ADDITIONS</b>					
New Item	<b>Storm Sewer Crossings</b>	Lump Sum	1.00	\$ 16,167.63	\$ 16,167.63
New Item	<b>Additional Insurance and Bond (2%)</b>	Lump Sum	1.00	\$ 323.35	\$ 323.35
Subtotal Additions (A)					\$ 16,490.98
<b>DELETIONS</b>					
N/A	N/A	N/A	0.00	\$ -	\$ -
Subtotal Deletions (B)					\$ -
<b>TOTAL ADDITIONAL COST (A - B)</b>					\$ 16,490.98
<b>NET CONTRACT CHANGE</b>					\$ 16,490.98
<b>REQUESTED ADDITIONAL CALENDAR DAYS</b>					0
<b>S.J. Louis Construction Action</b> xc Les V. Whitman, S.J. Louis Construction of Texas, Ltd.					

## SUMMARY SHEET - LABOR, EQUIPMENT, MATERIALS

LABOR	HOURS WORKED																	(A)
	RATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL	RATE TIMES TOTAL HRS.
FIELD PERSONNEL																		
General Superintendent	\$ 75.00																0.0	\$ -
Pipe Foreman	\$ 55.00	12.0															12.0	\$ 660.00
Excavator Operator	\$ 30.00	12.0															12.0	\$ 360.00
Excavator Operator	\$ 25.00	12.0															12.0	\$ 300.00
Loader Operator	\$ 22.00	12.0															12.0	\$ 264.00
Top Man	\$ 20.00	12.0															12.0	\$ 240.00
Pipe Layer	\$ 20.00	12.0															12.0	\$ 240.00
Laborer	\$ 18.00	12.0															12.0	\$ 216.00
Laborer	\$ 18.00	12.0															12.0	\$ 216.00
Laborer	\$ 18.00	12.0															12.0	\$ 216.00
																	0.0	\$ -
MANAGEMENT																		
Area Manager	\$ 95.00																	\$ -
Project Manager	\$ 65.00																	\$ -
Project Coordinator	\$ 55.00																	\$ -
Per Diem																		
Unit Cost	Unit	Description															QTY	Cost
																		\$ -
																		\$ 2,712.00

EQUIPMENT	RATE	HOURS WORKED															TOTAL	RATE TIMES TOTAL HRS.
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15		
Excavator- Caterpillar 336D L	\$ 199.82	12.0															12.0	\$ 2,397.84
Excavator-Caterpillar 349E L	\$ 278.53	12.0															12.0	\$ 3,342.36
Loader- Deere 966K	\$ 151.12	12.0															12.0	\$ 1,813.44
Pickup Truck- Ford 4x4 3/4 TN	\$ 20.19	12.0															12.0	\$ 242.28
Water Truck - DSL 4x2 2500	\$ 41.28	12.0															12.0	\$ 495.36
Tool Shack	\$ 54.16	12.0															12.0	\$ 649.92
																		\$ -
																		\$ 8,941.20

MATERIALS	UNIT COST	UNIT	DESCRIPTION	QTY	COST
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

SUBCONTRACTORS	UNIT COST	UNIT	DESCRIPTION	QTY	COST
Melendrez Trucking	\$ 110.00	Hours	Trucking additional spoils	7.0	\$ 770.00
Melendrez Trucking	\$ 45.00	Each	Dump fees	5.0	\$ 225.00
					\$ -
					\$ 995.00

(B)		
LABOR BURDEN	LABOR BURDEN	TOTAL (A + B)
35.00%	\$ -	\$ -
35.00%	\$ 231.00	\$ 891.00
35.00%	\$ 126.00	\$ 486.00
35.00%	\$ 105.00	\$ 405.00
35.00%	\$ 92.40	\$ 356.40
35.00%	\$ 84.00	\$ 324.00
35.00%	\$ 84.00	\$ 324.00
35.00%	\$ 75.60	\$ 291.60
35.00%	\$ 75.60	\$ 291.60
35.00%	\$ 75.60	\$ 291.60
35.00%	\$ -	\$ -

35.00%	\$ -	\$ -
35.00%	\$ -	\$ -
35.00%	\$ -	\$ -

0.00%	\$ -	\$ -
-------	------	------

CHANGE IN LABOR	\$ 3,661.20
ALLOWABLE MARKUP (20%)	\$ 732.24

TOTAL
\$ 2,397.84
\$ 3,342.36
\$ 1,813.44
\$ 242.28
\$ 495.36
\$ 649.92
\$ -

CHANGE IN EQUIPMENT	\$ 8,941.20
ALLOWABLE MARKUP (20%)	\$ 1,788.24

TOTAL
\$ -
\$ -
\$ -
\$ -
\$ -
\$ -

CHANGE IN MATERIAL	\$ -
ALLOWABLE MARKUP (15%)	\$ -

TOTAL
\$ 770.00
\$ 225.00
\$ -

CHANGE IN SUBCONTRACTOR	\$ 995.00
ALLOWABLE MARKUP (5%)	\$ 49.75

TOTAL \$ 16,167.63

[illegible]



## Adjustments for L6C36 in TX Fleet

September 27, 2018

**Caterpillar 966K**  
4-Wd Articulated Wheel Loaders

Size Class:  
250 - 274 HP  
Weight:  
51,927 lbs.



### Configuration for 966K

Power Mode	Diesel	Net Horsepower	267 hp
Operator Protection	ROPS/FOPS	Bucket Capacity - Heaped	5.5 cu yd

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$9,145.00	\$2,560.00	\$640.00	\$96.00	\$55.70	\$107.66
Adjustments						
Region ( 100%)	-	-	-	-		
Model Year (2016: 99.4%)	(\$54.87)	(\$15.36)	(\$3.84)	(\$0.58)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$9,090.13</b>	<b>\$2,544.64</b>	<b>\$636.16</b>	<b>\$95.42</b>	<b>\$55.70</b>	<b>\$107.35</b>

### Non-Active Use Rates

	Hourly
Standby Rate	\$31.51
Idling Rate	\$77.37

### Rate Element Allocation

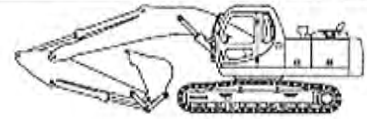
Element	Percentage	Value
Depreciation (ownership)	41%	\$3,749.45/mo
Overhaul (ownership)	39%	\$3,566.55/mo
CFC (ownership)	9%	\$823.05/mo
Indirect (ownership)	11%	\$1,005.95/mo
Fuel (operating) @ 3.01	46%	\$25.72/hr

Revised Date: 2nd Half 2018

## Adjustments for H3C39 in TX Fleet

September 27, 2018

**Caterpillar 349E L (disc. 2014)**  
Crawler Mounted Hydraulic Excavators



Size Class:  
50.1 - 66.0 MTons  
Weight:  
109,100 lbs.

### Configuration for 349E L (disc. 2014)

Power Mode	Diesel	Net Horsepower	404 hp
Bucket Capacity - Heaped	4.1 cu yd	Operating Weight	49.4 mt

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$15,935.00	\$4,460.00	\$1,115.00	\$165.00	\$112.05	\$202.59
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2016: 100.9%)	\$143.41	\$40.14	\$10.03	\$1.48		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$16,078.41</b>	<b>\$4,500.14</b>	<b>\$1,125.03</b>	<b>\$166.48</b>	<b>\$112.05</b>	<b>\$203.40</b>

### Non-Active Use Rates

	Hourly
Standby Rate	\$46.59
Idling Rate	\$144.86

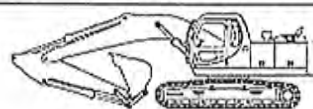
### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	37%	\$5,895.95/mo
Overhaul (ownership)	49%	\$7,808.15/mo
CFC (ownership)	7%	\$1,115.45/mo
Indirect (ownership)	7%	\$1,115.45/mo
Fuel (operating) @ 3.01	48%	\$53.51/hr

Revised Date: 2nd Half 2018

**Adjustments for H2C 3 in TX Fleet**

September 27, 2018

**Caterpillar 336D L (disc. 2014)**  
Crawler Mounted Hydraulic Excavators

Size Class:  
33.1 - 40.0 MTons  
Weight:  
80,464 lbs.

**Configuration for 336D L (disc. 2014)**

Power Mode	Diesel	Net Horsepower	268 hp
Bucket Capacity - Heaped	1.56 cu yd	Operating Weight	36.5 mt

**Blue Book Rates**

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$11,820.00	\$3,310.00	\$830.00	\$125.00	\$73.70	\$140.86
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2016: 100.9%)	\$106.38	\$29.79	\$7.47	\$1.12		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$11,926.38</b>	<b>\$3,339.79</b>	<b>\$837.47</b>	<b>\$126.12</b>	<b>\$73.70</b>	<b>\$141.46</b>

**Non-Active Use Rates**

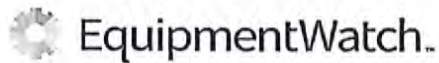
Hourly

Standby Rate	\$34.56
Idling Rate	\$101.64

**Rate Element Allocation**

Element	Percentage	Value
Depreciation (ownership)	37%	\$4,373.40/mo
Overhaul (ownership)	49%	\$5,791.80/mo
CFC (ownership)	7%	\$827.40/mo
Indirect (ownership)	7%	\$827.40/mo
Fuel (operating) @ 3.01	46%	\$33.88/hr

Revised Date: 2nd Half 2018



www.equipmentwatch.com

## Adjustments for PF158 in TX Fleet

September 27, 2018

Miscellaneous 4X4 1/2 191 CREW GAS  
On-Highway Light Duty Trucks

Size Class:  
100 - 199 HP  
Weight:  
4,800 lbs.



### Configuration for 4X4 1/2 191 CREW GAS

Axle Configuration	4X4	Power Mode	Gasoline
Horsepower	191	Cab Type	Crew
Ton Rating	1/2		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$735.00	\$205.00	\$51.00	\$8.00	\$12.25	\$16.43
Adjustments						
Region ( 100%)	-	-	-	-		
Model Year (2016: 99.3%)	(\$5.15)	(\$1.44)	(\$0.36)	(\$0.06)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
Total:	\$729.85	\$203.56	\$50.64	\$7.94	\$12.25	\$16.40

### Non-Active Use Rates

	Hourly
Standby Rate	\$2.99
Idling Rate	\$13.44

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	57%	\$418.95/mo
Overhaul (ownership)	28%	\$205.80/mo
CFC (ownership)	5%	\$36.75/mo
Indirect (ownership)	10%	\$73.50/mo
Fuel (operating) @ 2.56	76%	\$9.29/hr

Revised Date: 2nd Half 2018

## Adjustments for TFW38 in TX Fleet

September 27, 2018

### Miscellaneous DSL 4X2 2500

On-Highway Water Tankers

Size Class:

To 199 HP

Weight:

10,500 lbs.



### Configuration for DSL 4X2 2500

Power Mode	Diesel	Horsepower	150
Tank Capacity	2500 gal		

### Blue Book Rates

\*\* FHWA Rate is equal to the monthly ownership cost divided by 176 plus the hourly estimated operating cost.

	Ownership Costs				Estimated Operating Costs	FHWA Rate**
	Monthly	Weekly	Daily	Hourly	Hourly	Hourly
Published Rates	\$1,950.00	\$545.00	\$135.00	\$20.00	\$19.65	\$30.73
<b>Adjustments</b>						
Region ( 100%)	-	-	-	-		
Model Year (2016: 99.4%)	(\$11.70)	(\$3.27)	(\$0.81)	(\$0.12)		
Adjusted Hourly Ownership Cost (100%)	-	-	-	-		
Hourly Operating Cost (100%)					-	
<b>Total:</b>	<b>\$1,938.30</b>	<b>\$541.73</b>	<b>\$134.19</b>	<b>\$19.88</b>	<b>\$19.65</b>	<b>\$30.66</b>

### Non-Active Use Rates

	Hourly
Standby Rate	\$7.60
Idling Rate	\$22.30

### Rate Element Allocation

Element	Percentage	Value
Depreciation (ownership)	50%	\$975.00/mo
Overhaul (ownership)	31%	\$604.50/mo
CFC (ownership)	7%	\$136.50/mo
Indirect (ownership)	12%	\$234.00/mo
Fuel (operating) @ 3.01	57%	\$11.29/hr

Revised Date: 2nd Half 2018

## **V. NEW BUSINESS**

## ITEM D

<b>Budget Amendment Request Form</b>
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Date of Request: 1/12/2023

Purpose:

To add expenditure line item for lobby consultant professional services authorized by the Board during the December 2022 meeting.

General Ledger Info:

Fund: General Fund

Department: Admin

				Amount			
Account Code	Account Name	Project Code	Project Name	Increase	Decrease	Current Budget	Amended Budget
10-90-7336	Professional Services: Lobby Consultant	NA	NA	\$ 200,000.00		\$ -	\$ 200,000.00
							\$ -
							\$ -
							\$ -

Budgeted Change to Fund Balance:		\$ (200,000.00)
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Approved for Board presentation:

General Manager

Board Approval: 1/12/2023

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Date

## **ITEM E**

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

Walt Smith, Secretary  
Board of Directors