



Brushy Creek Regional Utility Authority

Agenda

Matthew Baker, President
Na'cole Thompson, Vice-President
Anne Duffy, Secretary
Jason Anderson, Director
Rene Flores, Director
Mel Kirkland, Director

Wednesday, March 27, 2024

6:00 PM

Cedar Park City Hall
450 Cypress Creek Road, Cedar Park, TX 78613

1. CALL MEETING TO ORDER

2. ROLL CALL

3. CITIZEN COMMUNICATION

Any citizen wishing to speak during Citizen Communication regarding an item on or off the agenda may do so after completing the required registration card. All comments must be no more than 3 minutes in accordance with Board policy.

4. APPROVAL OF MINUTES:

4A. Consider approval of the BCRUA meeting minutes from February 28, 2024.

5. STAFF REPORTS:

5A. Consider an update regarding BCRUA Capital Projects.

5B. Consider an update regarding plant operations and maintenance.

5C. Consider an update regarding drought conditions and contingency plans.

6. RESOLUTIONS:

6A. Consider a resolution authorizing the President to execute Supplemental Contract No. 1 to the Phase 2A Water Treatment Plant Expansion Planning Level Evaluation project with Walker Partners to provide Final Design Engineering Services for the Phase 2A Project.

6B. Consider a resolution authorizing the President to execute a Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the Brushy Creek Regional Utility Authority, Inc. Regional Water Treatment and Distribution Project.

- 6C. Consider a resolution authorizing the President to execute an agreement between Pedernales Electric Cooperative, Inc. (PEC) and the Brushy Creek Regional Utility Authority (BCRUA) regarding design and construction of permanent power to the Phase 2 Raw Water Delivery System.

7. DIRECTOR CLOSING COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

8. ADJOURNMENT

In addition to any executive session already listed above, the Board of Directors of the Brushy Creek Regional Utility Authority, Inc. reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed below as authorized by Texas Government Code:

§551.071 Consultation with Attorney

§551.072 Deliberations regarding Real Property

§551.073 Deliberations regarding Gifts and Donations

§551.074 Personnel Matters

§551.076 Deliberations regarding Security Devices

§551.087 Deliberations regarding Economic Development Negotiations

CERTIFICATE

I certify that this notice of the Brushy Creek Regional Utility Authority, Inc. meeting was posted on the City Hall official bulletin board of Round Rock, Texas at 5:00 p.m. on 22nd day of March 2024.

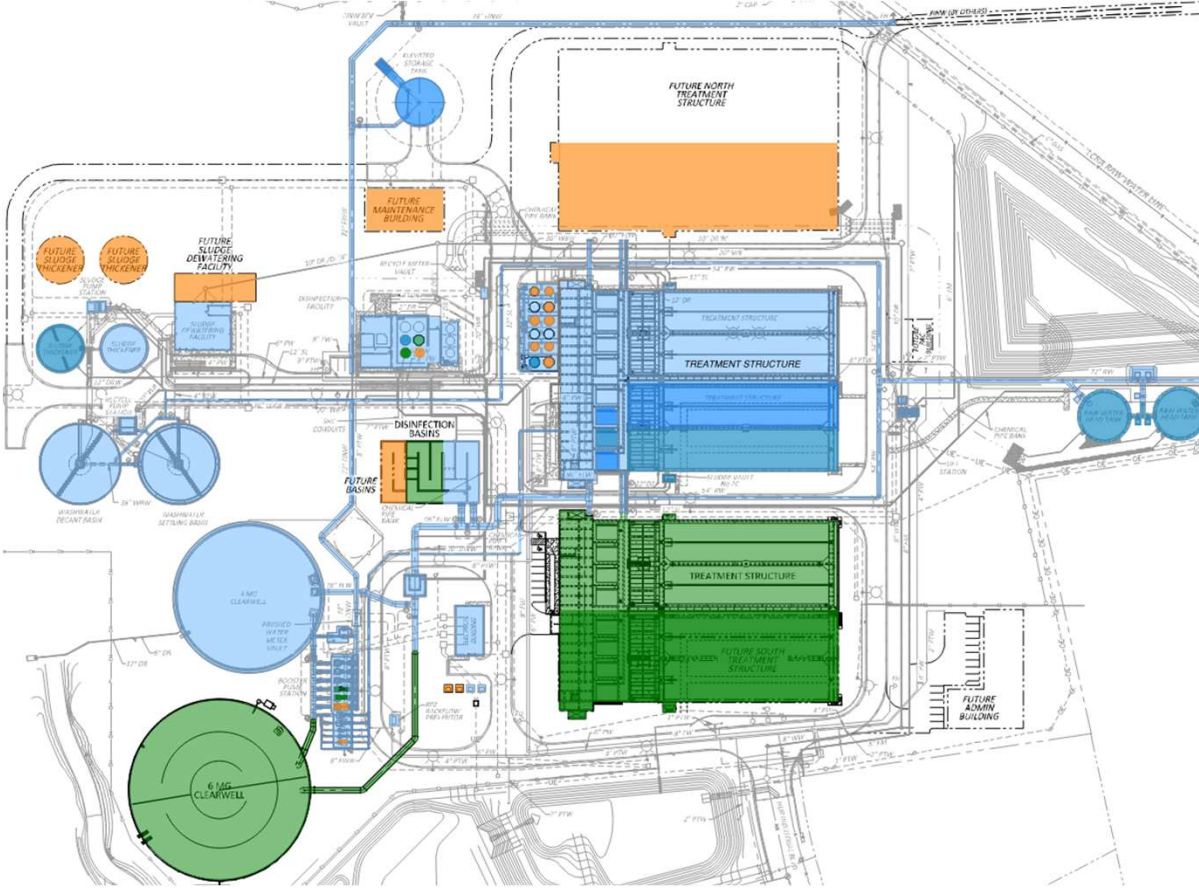


Davetta Edwards

*Davetta Edwards on behalf of
Brushy Creek Regional Utility Authority, Inc.*

BCRUA Major Projects Phasing Plan

Capacity (MGD)	Phase		Status (Date Online)
17		Phase 1A	Complete (2012)
22.6	N/A	Phase 1B	Complete (2018)
32.5		Phase 1C	Complete (2020)
41.9		Phase 1D	Construction (2025)
64.2	N/A	Phase 2	Construction (2027)
64.2		Phase 2A	Design (2027)
90		Phase 2B	Future (2039)
105.8		Phase 3	Future (2050)



Agenda Item Summary

Agenda Number: 4A

Title: Consider approval of the BCRUA meeting minutes from February 28, 2024.

Type: BCRUA Minutes

Governing Body: Brushy Creek Regional Utility Authority

Agenda Date: 3/27/2024

Dept Director: Sam Roberts, General Manager

Cost:

Indexes:

Attachments: 02282024_BCRUA Draft Minutes

Department: BCRUA

Brushy Creek Regional Utility Authority, Inc.
Board of Directors Meeting – Draft Minutes
Wednesday, February 28, 2024 at 6:00 PM
Pat Bryson Municipal Hall, 201 N. Brushy Street, Leander, TX 78641

1. CALL MEETING TO ORDER

The meeting was called to order at 6:03 p.m.

2. ROLL CALL

Present – President Baker, Vice-President Thompson, Secretary Duffy, Director Flores, and Director Kirkland

Absent – Director Anderson

3. CITIZEN COMMUNICATION

No one spoke during this time.

4. APPROVAL OF MINUTES:

4A. Consider approval of the BCRUA meeting minutes for November 15, 2023.

MOTION: Vice-President Thompson moved to approve the minutes. Secretary Duffy seconded the motion.

ACTION: AYES: President Baker
Vice-President Thompson
Secretary Duffy

VOTE: Approved by unanimous vote

5. STAFF REPORTS

5A. Consider a staff report from the General Manager regarding BCRUA Capital Projects and Operations.

Sam Roberts, General Manager, and Aaron Archer, Walker Partners, provided the update.

6. PRESENTATIONS

6A. Consider a presentation regarding the FY 2022-2023 Financial Audit, and action approving the same.

Rebecca (Goldstein) Darling, Audit Partner from Weaver, provided the update.

7. RESOLUTIONS:

7A. Consider a resolution accepting the BCRUA Quarterly Investment Report for Oct 1, 2023 - December 31, 2023.

Robert Powers, Finance Director, City of Leander gave the presentation.

MOTION: Vice-President Thompson moved to approve the resolution. Secretary Duffy seconded the motion.

ACTION: AYES: President Baker
Vice-President Thompson
Secretary Duffy

VOTE: Approved by unanimous vote

7B. Consider a resolution authorizing the President to execute Supplemental Contract No. 3 with Walker Partners for Engineering Services for the Delivery Point and Raw Water Valve Improvements Project.

Sam Roberts, General Manager, provided the details for this item.

MOTION: Secretary Duffy moved to approve the resolution. Vice-President Thompson seconded the motion.

ACTION: AYES: President Baker

Vice-President Thompson

Secretary Duffy

VOTE: Approved by unanimous vote

8. DIRECTOR CLOSING COMMENTS REGARDING ITEMS OF COMMUNITY INTEREST

9. ADJOURNMENT

The meeting adjourned at 7:06 p.m.

Minutes respectfully submitted by Davetta Edwards



Agenda Item Summary

Agenda Number: 5A

Title: Consider an update regarding BCRUA Capital Projects.

Type: BCRUA Staff Reports

Governing Body: Brushy Creek Regional Utility Authority

Agenda Date: 3/27/2024

Dept Director: Sam Roberts, General Manager

Cost:

Indexes:

Attachments:

Department: BCRUA

Agenda Item Summary

Agenda Number: 5B

Title: Consider an update regarding plant operations and maintenance.

Type: BCRUA Staff Reports

Governing Body: Brushy Creek Regional Utility Authority

Agenda Date: 3/27/2024

Dept Director: Sam Roberts, General Manager

Cost:

Indexes:

Attachments:

Department: BCRUA

Agenda Item Summary

Agenda Number: 5C

Title: Consider an update regarding drought conditions and contingency plans.

Type: BCRUA Staff Reports

Governing Body: Brushy Creek Regional Utility Authority

Agenda Date: 3/27/2024

Dept Director: Sam Roberts, General Manager

Cost:

Indexes:

Attachments:

Department: BCRUA

Agenda Item Summary

Agenda Number: 6A

Title: Consider a resolution authorizing the President to execute Supplemental Contract No. 1 to the Phase 2A Water Treatment Plant Expansion Planning Level Evaluation project with Walker Partners to provide Final Design Engineering Services for the Phase 2A Project.

Type: BCRUA Resolution

Governing Body: Brushy Creek Regional Utility Authority

Agenda Date: 3/27/2024

Dept Director: Sam Roberts, General Manager

Cost: \$3,124,207

Indexes:

Attachments: Resolution, Exhibit A, Form 1295

Department: BCRUA

BACKGROUND:

This agenda item is Supplemental Contract No. 1 to the BCRUA Phase 2A Water Treatment Plant Expansion Basis of Design project. The Phase 2A Planning Level Evaluation Project (aka Basis of Design Project) engineering services contract was approved in September of 2023 for a lump sum amount of \$198,895. The purpose was to establish a planning level design for the Phase 2A expansion project. The results of this evaluation concluded that the treatment process for Phase 2A will match the existing conventional treatment process implemented during Phases 1A through 1D.

The supplemental contract includes final engineering design services for the Phase 2A water treatment plant expansion, including project management, preparation of construction plans, specifications, bidding documents, stakeholder coordination, and special services such as surveying and geotechnical engineering. Bid and construction phase services will be addressed separately, during the award of the construction bid.

The current water treatment plant (WTP) capacity is 32.5 million gallons per day (MGD). Construction is underway to complete the Phase 1D expansion thereby increasing treatment capacity to approximately 42 MGD. This Project consists of final design of the Phase 2A Water Treatment Plant (WTP) Expansion to further increase treatment capacity to approximately 64.2 MGD. The capacity allocation for Phase 2A is 11.7 MGD to the City of Leander (52.4%) and 10.6 MGD to the City of Round Rock (47.6%). It is anticipated that construction of the Phase 2A

expansion will be substantially complete prior to Summer 2027.

Staff and the Operations Committee have completed negotiations with Walker Partners and reached agreement on the attached Scope of Work and Professional Engineering Services Agreement. The contract is a lump sum contract for \$3,124,207 and will be billed monthly based on the percentage of work completed.

COST AND FUNDING:

The total amount payable under this supplemental contract is \$3,124,207. Based on capacity, the allocation of cost is 52.4 percent for Leander (\$1,637,084) and 47.6 percent for Round Rock (\$1,487,123). Total compensation for the Project will be adjusted from \$198,895 to \$3,323,102. Funding will be provided from local sources of each City.

This contract exceeds the Board maximum limit of \$500,000 and will therefore require separate consideration and approval by all three-member city councils, before final authorization to proceed can be issued.

Staff and the Operations Committee (OC) recommend the contract for approval, and will be available, along with representatives of Walker Partners, LLC, to answer any questions during the meeting.

RESOLUTION NO. BCRUA-2024-001

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. (“BCRUA”) has previously entered into a Contract for Engineering Services (“Contract”) with Walker Partners for the BCRUA Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion Project, and

WHEREAS, Walker Partners has submitted Supplemental Contract No. 1 to the Contract to modify the provisions for the scope of services and to increase the compensation, and

WHEREAS, the BCRUA desires to enter into said Supplemental Contract No. 1, Now Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY:

That, subject to the approval of the Participating Cities, the Board President is hereby authorized and directed to execute on behalf of the BCRUA Supplemental Contract No. 1 with Walker Partners, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The Board of Directors hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 27th day of March, 2024.

MATTHEW BAKER, President
Brushy Creek Regional Utility Authority

ATTEST:

ANNE DUFFY, Secretary

EXHIBIT
"A"



**SUPPLEMENTAL CONTRACT NO. 1
TO CONTRACT FOR ENGINEERING SERVICES**

FIRM: WALKER PARTNERS ("Engineer")
ADDRESS: 6504 Bridge Point Parkway, Suite 200, Austin, TX 78730
PROJECT: Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion

This Supplemental Contract No. 1 to Contract for Engineering Services is made by and between the BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC., hereinafter called "BCRUA" and Walker Partners, hereinafter called the "Engineer."

WHEREAS, BCRUA and Engineer executed a Contract for Engineering Services, hereinafter called the "Contract," on the 27th day of September, 2023 for the Planning Level Evaluation – Phase 2A Water Treatment Plant Expansion Project in the amount of \$198,895.00; and

WHEREAS, it has become necessary to amend the Contract to modify the provisions for the scope of services and to increase the compensation by \$3,124,207.00 to a total of \$3,323,102.00;

NOW THEREFORE, premises considered, BCRUA and the Engineer agree that said Contract is amended as follows:

I.

Article 2, Engineering Services and Exhibit B, Engineering Services shall be amended as set forth in the attached Addendum To Exhibit B, Exhibit C, Work Schedule shall be amended as set forth in the attached Addendum To Exhibit C.

II.

Article 4, Compensation and Exhibit D, Fee Schedule shall be amended by increasing by \$3,124,207.00 the lump sum amount payable under the Contract for a total of \$3,323,102.00, as shown by the attached Addendum to Exhibit D.

IN WITNESS WHEREOF, BCRUA and the Engineer have executed this Supplemental Contract in duplicate.

[signature pages follow]

WALKER PARTNERS

By: 

Aaron Archer, Vice President

03.12.2024

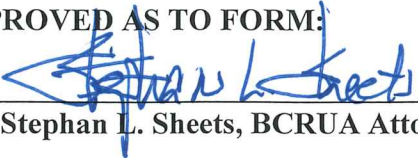
Date

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Matthew Baker, BCRUA President

Date

APPROVED AS TO FORM:

By:  _____
Stephan L. Sheets, BCRUA Attorney

ADDENDUM TO EXHIBIT B ENGINEERING SERVICES

GENERAL

The current water treatment plant (WTP) capacity is 32.5 million gallons per day (MGD). Construction is underway to complete the Phase 1D expansion thereby increasing treatment capacity to approximately 42 MGD. This Project consists of final design of the Phase 2A Water Treatment Plant (WTP) Expansion to further increase treatment capacity to approximately 64.2 MGD. The capacity allocation for Phase 2A is 11.7 MGD to the City of Leander (52.4%) and 10.6 MGD to the City of Round Rock (47.6%). It is anticipated that construction of the Phase 2A expansion will be substantially complete prior to Summer 2027. Bid and construction phase services shall be provided as an additional service by supplemental contract.

ASSUMPTIONS

Engineer's assumptions apply to all tasks set forth in this Exhibit.

- 1) *Phase 2A shall include design of the following project elements and facilities documented in the Final BCRUA Phase 2A WTP Expansion Basis of Design Report:*
 - a. *Addition of a new treatment structure to the south of the Phase 1 central treatment structure. The new treatment structure (Treatment Structure South) will include one treatment train. Project facilities include a new raw water flow meter, hydraulic rapid mix, four flocculation trains, flocculated water channels, sedimentation basin inlet channels, two sedimentation basins with sludge collection equipment, sedimentation basin outlet channels, settled water channel, sludge vault, filter inlet channels, and four filter bays with associated underdrains and media;*
 - b. *Development of Treatment Structure South support building including pipe galleries, administrative facilities, elevator and observation gallery. It is assumed that the half of the support building will be constructed with Phase 2A, and the other half will be constructed with Phase 2B. The building design will include the means to allow for construction of the southern half of the building and providing a contiguous floor plan in the next phase. The building exterior will match the existing Treatment Structure Central, and the building will include a reception area to allow stair and elevator access. It is assumed that the ground floor will be used for maintenance and/or storage and will not include occupied spaces. An open air, covered walkway will connect the existing and proposed treatment structures.*
 - c. *Improvements to finished water system including the addition of a 6 million gallon (MG) clearwell, new vertical turbine booster pump, and valve improvements to the finished water transmission line;*
 - d. *Chemical feed system improvements to the aluminum chlorohydrate, polymer and sodium hypochlorite feed systems to meet TCEQ storage and capacity requirements for a 64.2 MGD facility;*

- e. *Sodium hypochlorite system improvements to replace the existing, temporary metering pump and suction/discharge piping configurations;*
 - f. *Expansion of the disinfection basin;*
 - g. *Improvements to the recycle pump station and sludge dewatering facility including upgrades to the existing washwater recycle pumps and an additional belt filter press pump; and,*
 - h. *Control and automation.*
- 2) *Engineer shall prepare the construction contracts as competitive sealed proposals utilizing the City of Cedar Park Division 0 documents (proposal form, agreement general conditions, and supplemental conditions) and CSI MasterFormat specifications (6-digit, 50 division).*
 - 3) *The design will be based on the federal, state, and local codes and standards in effect at the start of the project. Any changes in these codes may necessitate a change in scope.*
 - 4) *Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project is not included.*
 - 5) *Final deliverables shall be provided in electronic (PDF) format and 10 printed copies shall be provided to Owner for review and filing. Drawings shall generally be produced as bound sets of half-size (11 x 17) prints.*
 - 6) *Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such documents.*
 - 7) *It is recognized that neither Engineer nor the Owner has control over the cost of labor, materials or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding, market or negotiating conditions. Accordingly, Engineer cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's Project budget or from any opinion of construction cost or evaluation prepared or agreed to by Engineer.*

BASIC SCOPE OF SERVICES

Task 1.0 - Project Management, Coordination, and Meetings

1.1 Project Administration.

- 1.1.1 Project Management Plan (PMP). Develop and document the following plans and procedures to coordinate administration of the contract: team communication, quality management, risk management, health and safety, document control, change management, and cost and schedule control.
- 1.1.2 Manage and coordinate staff resources, subconsultants, and project planning. Conduct weekly team coordination meetings by teleconference.

- 1.1.3 Prepare monthly invoices and project progress reports and updates for the Owner website portal. As a minimum, monthly progress reports shall include a summary description of tasks completed as of the report date, financial status of the project, status of schedule for project, and identification of technical or other issues which may have an impact to the overall project budget and/or schedule.
- 1.1.4 Provide and maintain a project schedule in MS Project format that is updated and submitted monthly with each invoice.
- 1.1.5 Facilitate document control and document sharing for electronic filing of documents. Develop and coordinate drawing and graphic standards.
- 1.2 **Project Meetings.** Attend monthly progress meetings with Owner for a total of 14 meetings. Participants include staff from Owner and Engineer, as well as key Engineer subconsultant staff. Engineer shall prepare meeting minutes and submit for review and comment within 10 days of each meeting.

Task 1.0 Deliverables

- *Monthly invoices and project progress reports*
- *Project schedule (submitted monthly)*
- *Monthly progress meeting agendas and minutes (14)*

Task 2.0 - 30 Percent Design

- 2.1 Technical Memoranda (TM). Prepare a series of TMs to document and communicate the scope, design criteria, and details of the following Project components. Prepare and submit draft and final versions of the TMs.
 - 2.1.1 Building space programming for the Treatment Structure South support building.
- 2.2 Define design criteria and major assumptions used in the evaluation and design of equipment, structures, and alternatives. Develop codes, standards, and permitting requirements that guide selection of alternatives, layouts, and equipment.
- 2.3 Prepare construction drawings at a 30 percent level of completion showing the scope, extent, and character of the work to be performed by or furnished by the Contractor. This level of completion shall generally include the following: cover sheet, sheet index, key plan, general notes, abbreviations and symbols, hydraulic profiles, overall site plan, dimensional layout drawings, grading plans, contractor layout area, overall and partial yard piping plan, treatment structure plans and sections, clearwell plan and section, process flow diagram, chemical feed system plans and sections, booster pump station plan, disinfection basin expansion plan, key details, electrical site plans, process system architecture, and one-line diagrams. One site visit will be conducted during preparation of the 30 percent design drawings.
- 2.4 Prepare a specifications table of contents.
- 2.5 Prepare a 30 percent design opinion of probable construction costs (OPCC). Contingency shall be set at approximately 30 percent for total project costs. The 30 percent contingency is within the recommended contingency range for a Class 3 estimate based on the

guidelines set forth by the American Association of Cost Engineers for a design with 10 to 40 percent project definition level.

- 2.6 Submit 30 percent design documents to Owner for review. Incorporate Owner comments into subsequent submittals and provide written responses to review comments.

Task 2.0 Deliverables

- 30 Percent Design TMs described in Task 2.1.
- 30 Percent Design Submittal (Drawings, Specifications Table of Contents, Opinion of Probable Construction Costs)

Task 3.0 - 60 Percent Design Submittal. Prepare drawings and specifications at a 60 percent level of completion showing the scope, extent, and character of the work to be performed by or furnished by the Contractor.

- 3.1 Prepare construction drawings to a 60 percent level of completion. This level of completion shall advance the drawings prepared for the 30 percent submittal to include additional process mechanical and structural plans, sections, and details, additional electrical and instrumentation sections, schedules, schematics, and details and supplemental standard details.
- 3.2 Prepare specifications to a 60 percent level of completion. This level of completion shall generally include the following: table of contents, select front end documents, specifications for work related to major project elements, and specifications for major equipment.
- 3.3 Prepare a 60 percent design opinion of probable construction costs (OPCC). Contingency shall be set at approximately 20 percent for total project costs. The 20 percent contingency is within the recommended contingency range for a Class 2 estimate based on the guidelines set forth by the American Association of Cost Engineers for a design with 30 to 75 percent project definition level.
- 3.4 Submit 60 percent design documents to Owner for review. Incorporate Owner comments into subsequent submittals and provide written responses to review comments.

Task 3.0 Deliverables

- 60 Percent Submittal (Drawings, Specifications, Opinion of Probable Construction Costs)

Task 4.0 - 90 Percent Design Submittal. Prepare drawings and specifications at a 90 percent level of completion showing the scope, extent, and character of the work to be performed by or furnished by the Contractor.

- 4.1 Prepare construction drawings to a 90 percent level of completion. This level of completion is a set of bid-ready documents with the exception of minor comments related to final quality control, Owner review comments, and agency review comments.
- 4.2 Prepare specifications to a 90 percent level of completion. This level of completion is a set of all contract documents with the exception of minor comments related to final quality control, Owner review comments, and agency review comments.

- 4.3 Prepare a 90 percent design OPCC. Contingency shall be set at approximately 15 percent which is within the recommended contingency range for a Class 1 estimate based on the guidelines set forth by the American Association of Cost Engineers for a design with 65 to 100 percent project definition level.
- 4.4 Submit 90 percent design documents to Owner for review. Incorporate Owner comments into subsequent submittals and provide written responses to review comments.

Task 4.0 Deliverables

- *90 Percent Submittal (Drawings, Specifications, Opinion of Probable Construction Costs)*

Task 5.0 - Final Bidding Documents. Prepare final drawings and specifications sealed and signed by a Professional Engineer registered in the State of Texas and showing the scope, extent, and character of the work to be performed by or furnished by the Contractor.

- 5.1 Prepare and furnish final drawings and specifications with incorporated compliance comments and Owner signatures.
- 5.2 Prepare an OPCC based on the final documents. Contingency shall be set at approximately 10 percent which is within the recommended contingency range for a Class 1 estimate based on the guidelines set forth by the American Association of Cost Engineers for a design with 65 to 100 percent project definition level.

Task 5.0 Deliverables

- *Final Bidding Documents (Drawings and Project Manual)*
- *Final Opinion of Probable Construction Cost*

Task 6.0 - Special Services. Prepare deliverables for the following special services required to facilitate the design of the Project and development of bidding documents.

6.1 **Geotechnical Engineering.**

6.1.1 Geotechnical Investigation.

- 6.1.1.1 Perform site reconnaissance and mark proposed boring locations using hand-held GPS unit. Contact Texas 811 prior to mobilizing drilling equipment to the site.
- 6.1.1.2 Coordinate and perform subsurface exploration program including a total of 6 geotechnical test borings for the proposed Phase 2 treatment structure. An estimated total drilling depth of 200 linear feet is assumed (30 ft of soil drilling and 170 ft of rock coring), and the boring depths may be adjusted during exploration depending on the subsurface conditions encountered. Overburden soil and disintegrated rock at the boring locations will be continuously sampled up to 10 ft and at 5 ft intervals thereafter. When rock is encountered, rock coring will be performed. Logging and inspection of the borings will be by qualified engineering geologist or engineer. Backfill all borings with cuttings and bentonite chips upon completion.

- 6.1.1.3 Complete bulk sampling of the surficial soils at 4 locations within 2 to 6 ft below existing grade using a backhoe for thermal resistivity testing.
- 6.1.1.4 Laboratory Testing. Testing shall include Moisture Content (ASTM D2216), Grain Size Distribution (ASTM D6913 and D1140), Liquid Limit, Plastic Limit, and Plasticity Index of Soils (ASTM D4318), Unconfined Compressive Strength of Rock (ASTM D7012) and Thermal Resistivity Testing (IEEE 442-2017).
- 6.1.1.5 Survey locations of borings as placed and drilled.
- 6.1.2 Geotechnical Engineering Report (GER). Prepare a report using gathered data and information to discuss the following.
 - 6.1.2.1 Phase 2 Treatment Structure.
 - 6.1.2.1.1 Estimated subsurface conditions and groundwater levels.
 - 6.1.2.1.2 Foundation requirements including a net allowable soil bearing pressure, bearing grades and estimated settlements for spread footings and minimum dimensions.
 - 6.1.2.1.3 Evaluation of the shrink/swell potential of the soils encountered.
 - 6.1.2.1.4 Recommendations for site development in karst terrain.
 - 6.1.2.1.5 Recommendations for floor slab support including a recommended modulus of subgrade reaction for use in slab design and capillary moisture barrier recommendations.
 - 6.1.2.1.6 Earthwork recommendations for construction of load-bearing fill, subgrade preparation, and compaction criteria.
 - 6.1.2.1.7 Construction considerations and recommendations for additional studies of needed.
 - 6.1.2.2 Disinfection Basin and 6 MG Clearwell
 - 6.1.2.2.1 Extract information from the 2008 Fugro report relevant to the design of the proposed facilities.
 - 6.1.2.2.2 Address the suitability of the 2008 Fugro report recommendations for the specific footprint of the proposed facilities. Provide additional recommendations based on the proposed design.

6.2 Commissioning and Start-up (C&SU) Plan.

- 6.2.1 Functionality and Operability Review. Evaluate overall operability and maintenance aspects of the Project at the 90% design development level. Focus of the review shall be P&IDs, control descriptions, overall operability and maintenance aspects that O&M staff will be subjected to upon Project completion.

- 6.2.2 C&SU Workshop. Plan and conduct a C&SU Workshop with Owner staff. Discuss how staff will be impacted by the Project and gain an understanding of staff and WTP constraints related to C&SU. Discuss training requirements for assets installed as part of the Project. Prepare a meeting agenda and meeting minutes.
- 6.2.3 Develop C&SU Plan. Prepare an overall commissioning and startup plan. The Commissioning and Startup Plan will be the guiding document, intended to be utilized by the project team, to understand the recommended approach to transitioning the project from construction to operations with a fully trained operations and maintenance staff.
- 6.2.3.1 Establish Systems and System Boundaries. Subdivide the project into unit process systems and create system boundaries for establishing manageable Functional and Performance Test Packages.
 - 6.2.3.2 Develop Equipment Lists for All Systems. Create equipment lists for each system to ensure all equipment included in each system is captured.
 - 6.2.3.3 Develop C&SU Plan. Develop a detailed C&SU Plan for the entire project, including a detailed overview of all required testing and training and the commissioning process for each system, as well as Project-wide commissioning requirements, roles and responsibilities for each major stakeholder, an initial preface of what is to be included in each system identified, and initial plans for system testing.
 - 6.2.3.4 Develop C&SU Schedule and Sequence. Develop, assemble, and distribute an overall Commissioning Schedule and proposed sequence in which the systems should be tested and started up. The Commissioning Schedule will identify commissioning and training activities in a proposed sequence and be developed in a traditional CPM format.

Task 6.0 Deliverables

- *Geotechnical Engineering Report*
- *Commissioning and Startup Plan*

Task 7.0 - Agency and Stakeholder Coordination.

- 7.1 **Texas Commission on Environmental Quality (TCEQ).**
- 7.1.1 Coordinate with TCEQ to obtain exceptions to the filter common wall rule, maximum sedimentation basin SOR requirement, and maximum gravity filter HLR requirement.
 - 7.1.2 Coordinate with TCEQ for permitting review of the project plans and specifications.
 - 7.1.3 Update and submit disinfection CT study for TCEQ approval.
- 7.2 **Texas Water Development Board (TWDB).** Submit Contract Documents for TWDB review and approval. Support Owner coordination with TWDB including progress reporting and project reviews. It is assumed that additional environmental assessments and feasibility

reports are not required and that support with submitting TWDB SWIFT abridged and final funding applications will be provided under separate contract at a later date.

7.3 City of Cedar Park.

7.3.1 Coordinate to obtain a Site Development Permit including coordination with Fire Department and Utilities as required.

7.3.2 Coordinate to obtain a Building Permit.

Task 7.0 Deliverables

- *Stakeholder and regulatory permitting agency meeting minutes (as required)*
- *Applications for permits and approvals (as required)*

**ADDENDUM TO EXHIBIT C
WORK SCHEDULE**

The assumed overall project schedule is approximately 14 months from notice-to-proceed based on 30%, 60%, 90%, and 100% design durations of 3 months, 3 months, 3 months, and 3 month, respectively. Regulatory agency approvals are anticipated to require approximately two months.

ADDENDUM TO EXHIBIT D
Fee Schedule

Attached Behind This Page

**ADDENDUM TO EXHIBIT D
COMPENSATION**

Total compensation for services under Supplemental Contract No. 1 is estimated to be \$3,124,207 as shown in Attachment 1 to Exhibit D. Owner shall pay Engineer for Basic Services set forth in Exhibit B on the basis of Lump Sum as described in Paragraph 1.0 of the Agreement dated September 27, 2023. Total compensation for the Project shall be adjusted from \$198,895 to \$3,323,102.

Brushy Creek Regional Utility Authority (BCRUA)
Phase 2A Water Treatment Plant Expansion
 3/4/2024
Detailed Cost Breakdown

Project Fee Summary	
Basic Services (Tasks 1.0 - 5.0)	\$2,928,958
Special Services (Tasks 6.0 & 7.0)	\$195,249
Total Project	\$3,124,207

Basic and Special Services														Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
Task	Employee	Jenkins	Archer	Noack	Christensen/Bybel	Stutts/Chung	Niermann	Gieseke	Campbell	Smith		Montemayor	Position					
		Principal	Project Manager	QA/QC	Senior Process Engineer	Process Engineer	Civil Engineer	Senior CAD	Admin Support	RPLS	Survey Crew	Survey Tech	Tasks ↓ Current Hourly Bill Rate →					
1.0	Project Management, Coordination and Meetings																	
1.1	Project Administration	8	224	2	80	80	8	4	40					446	\$ 112,840	\$ 525	\$ 105,530	\$ 218,895
1.2	Project Meetings (14)	4	60		40	60			16					180	\$ 42,080	\$ 809	\$ 10,104	\$ 52,993
2.0	30 Percent Design Submittal																	
2.1	Technical Memoranda		2	2	8	12								24	\$ 5,430	\$ -	\$ 42,994	\$ 48,424
2.2	Define Design Criteria				4	8								12	\$ 2,440	\$ -	\$ 3,285	\$ 5,725
2.3	Construction Drawings to 30 Percent Level	2	24	40	140	280	80	340	8					914	\$ 179,110	\$ 333	\$ 288,515	\$ 467,958
2.4	Specifications TOC				2	8								10	\$ 1,860	\$ -	\$ 5,255	\$ 7,115
2.5	OPCC to 30 Percent Level		2	6	16	56	8							88	\$ 17,350	\$ -	\$ 10,899	\$ 28,249
2.6	30 Percent Submittal and Comment Recovery		4	8	36	48	8	24	8					136	\$ 27,940	\$ -	\$ 28,395	\$ 56,335
3.0	60 Percent Design Submittal																	
3.1	Construction Drawings to 60 Percent Level	2	36	40	144	300	60	400	8					990	\$ 194,130	\$ 333	\$ 454,604	\$ 649,067
3.2	Specifications to 60 Percent Level	2	16	24	124	220	80		16					482	\$ 98,970	\$ -	\$ 29,169	\$ 128,139
3.3	OPCC to 60 Percent Level		2	6	16	56	12							92	\$ 18,050	\$ -	\$ 12,501	\$ 30,551
3.4	60 Percent Submittal and Comment Recovery		2	4	24	72	8	24						134	\$ 25,850	\$ -	\$ 29,658	\$ 55,508
4.0	90 Percent Design Submittal																	
4.1	Construction Drawings to 90 Percent Level	2	24	40	124	300	40	360	8					898	\$ 174,170	\$ 333	\$ 342,397	\$ 516,899
4.2	Specifications to 90 Percent Level	2	24	16	180	300	80		24					626	\$ 128,810	\$ 105	\$ 45,524	\$ 174,439
4.3	OPCC to 90 Percent Level		2	4	12	36	12							66	\$ 13,110	\$ -	\$ 14,129	\$ 27,239
4.4	90 Percent Submittal and Comment Recovery		2	4	24	72	8	24						134	\$ 26,884	\$ -	\$ 30,511	\$ 57,395
5.0	Final Bidding Documents																	
5.1	Final Drawings and Specifications	2	50	40	124	300	120	312	24					972	\$ 196,622	\$ 1,103	\$ 187,037	\$ 384,761
5.2	Final OPCC	2	1	2	8	32	4							49	\$ 10,020	\$ -	\$ 9,244	\$ 19,265
6.0	Special Services																	
6.1	Geotechnical Engineering		8	4	24			2		1	8	2		49	\$ 12,630	\$ 35	\$ 49,106	\$ 61,771
6.2	Commissioning and Start-up Plan		2	8	24	16								50	\$ 12,948	\$ -	\$ 69,404	\$ 82,352
7.0	Agency and Stakeholder Coordination																	
7.1	TCEQ		2	2	8	40			4					56	\$ 10,660	\$ -	\$ -	\$ 10,660
7.2	TWDB		8		16	36			16					76	\$ 14,768	\$ 70	\$ -	\$ 14,838
7.3	City of Cedar Park			4		80	40	16	8					148	\$ 25,418	\$ 211	\$ -	\$ 25,628
Total Basic and Special Services Hours		26	495	256	1,178	2,412	568	1,506	180	1	8	2		6,632	\$ 1,352,090	\$ 3,856	\$ 1,768,261	\$ 3,124,207
Total Basic and Special Services Labor Effort		\$ 7,979	\$ 151,768	\$ 74,936	\$ 343,986	\$ 389,606	\$ 100,604	\$ 266,014	\$ 15,477	\$ 200	\$ 1,280	\$ 240						

Brushy Creek Regional Utility Authority (BCRUA)
Phase 2A Water Treatment Plant Expansion
3/4/2024

Detailed Cost Breakdown

Project Fee Summary

Basic Services (Tasks 1.0 - 5.0)	\$2,928,958
Special Services (Tasks 6.0 & 7.0)	\$195,249
Total Project	\$3,124,207

Task	Expenses	Miles	Meals	Printing	Hotel	Other	Other	Other	Other	Other	Other	Other	Total Exp Effort
	Expense Cost	\$ 0.670	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	
1.0	Project Management, Coordination and Meetings												
1.1	Project Administration		400	100									\$ 525
1.2	Project Meetings (14)	1,000		100									\$ 809
2.0	30 Percent Design Submittal												
2.1	Technical Memoranda												\$ -
2.2	Define Design Criteria												\$ -
2.3	Construction Drawings to 30 Percent Level	100	50	200									\$ 333
2.4	Specifications TOC												\$ -
2.5	OPCC to 30 Percent Level												\$ -
2.6	30 Percent Submittal and Comment Recovery												\$ -
3.0	60 Percent Design Submittal												
3.1	Construction Drawings to 60 Percent Level	100	50	200									\$ 333
3.2	Specifications to 60 Percent Level												\$ -
3.3	OPCC to 60 Percent Level												\$ -
3.4	60 Percent Submittal and Comment Recovery												\$ -
4.0	90 Percent Design Submittal												
4.1	Construction Drawings to 90 Percent Level	100	50	200									\$ 333
4.2	Specifications to 90 Percent Level			100									\$ 105
4.3	OPCC to 90 Percent Level												\$ -
4.4	90 Percent Submittal and Comment Recovery												\$ -
5.0	Final Bidding Documents												
5.1	Final Drawings and Specifications		50	1,000									\$ 1,103
5.2	Final OPCC												\$ -
6.0	Special Services												
6.1	Geotechnical Engineering	50											\$ 35
6.2	Commissioning and Start-up Plan												\$ -
7.0	Agency and Stakeholder Coordination												
7.1	TCEQ												\$ -
7.2	TWDB	100											\$ 70
7.3	City of Cedar Park	150		100									\$ 211
	Total Expenses Effort	\$ 1,126	\$ 630	\$ 2,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,856

Brushy Creek Regional Utility Authority (BCRUA)
Phase 2A Water Treatment Plant Expansion
3/4/2024

Project Fee Summary

Basic Services (Tasks 1.0 - 5.0)	\$2,928,958
Special Services (Tasks 6.0 & 7.0)	\$195,249
Total Project	\$3,124,207

Detailed Cost Breakdown

Task	Subconsultants	FNI	McKim and Creed	JHE	Schnabel	NHC							Total Sub Effort
1.0	Project Management, Coordination and Meetings												
1.1	Project Administration	66,715	20,417	13,373									\$ 105,530
1.2	Project Meetings (14)	3,390	4,473	1,760									\$ 10,104
2.0	30 Percent Design Submittal												
2.1	Technical Memoranda	40,947											\$ 42,994
2.2	Define Design Criteria	3,129											\$ 3,285
2.3	Construction Drawings to 30 Percent Level	119,607	149,912	5,257									\$ 288,515
2.4	Specifications TOC	3,654	1,351										\$ 5,255
2.5	OPCC to 30 Percent Level	7,034	3,346										\$ 10,899
2.6	30 Percent Submittal and Comment Recovery	8,883	18,160										\$ 28,395
3.0	60 Percent Design Submittal												
3.1	Construction Drawings to 60 Percent Level	218,720	208,398	5,838									\$ 454,604
3.2	Specifications to 60 Percent Level	18,150	9,630										\$ 29,169
3.3	OPCC to 60 Percent Level	6,660	5,246										\$ 12,501
3.4	60 Percent Submittal and Comment Recovery	10,874	17,372										\$ 29,658
4.0	90 Percent Design Submittal												
4.1	Construction Drawings to 90 Percent Level	146,919	179,173										\$ 342,397
4.2	Specifications to 90 Percent Level	10,330	18,388	11,095		3,720							\$ 45,524
4.3	OPCC to 90 Percent Level	6,184	7,272										\$ 14,129
4.4	90 Percent Submittal and Comment Recovery	13,206	15,852										\$ 30,511
5.0	Final Bidding Documents												
5.1	Final Drawings and Specifications	92,654	79,638	5,838									\$ 187,037
5.2	Final OPCC	7,130	1,674										\$ 9,244
6.0	Special Services												
6.1	Geotechnical Engineering	5,053			43,800								\$ 49,106
6.2	Commissioning and Start-up Plan	4,445		61,654									\$ 69,404
7.0	Agency and Stakeholder Coordination												
7.1	TCEQ												\$ -
7.2	TWDB												\$ -
7.3	City of Cedar Park												\$ -
Total Subconsultants Effort		\$ 833,368	\$ 777,317	\$ 110,056	\$ 43,800	\$ 3,720	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,768,261

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Walker Partners, LLC
Waco, TX United States

Certificate Number:

2024-1134483

Date Filed:

03/13/2024

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Brushy Creek Regional Utility Authority

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

3-00867

Professional engineering services in connection with the Phase 2A WTP Expansion Supplemental Contract No. 1.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walker, Jr., George E.	Waco, TX United States	X	

5 Check only if there is NO Interested Party.

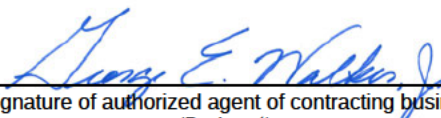
6 UNSWORN DECLARATION

My name is George E. Walker, Jr., and my date of birth is ██████████.

My address is 823 Washington Avenue, Suite 100, Waco, TX, 76701, US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in McLennan County, State of Texas, on the 13th day of March, 2024
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Walker Partners, LLC
Waco, TX United States

Certificate Number:
2024-1134483

Date Filed:
03/13/2024

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Brushy Creek Regional Utility Authority

Date Acknowledged:
03/19/2024

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
3-00867
Professional engineering services in connection with the Phase 2A WTP Expansion Supplemental Contract No. 1.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walker, Jr., George E.	Waco, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

Agenda Item Summary

Agenda Number: 6B

Title: Consider a resolution authorizing the President to execute a Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the Brushy Creek Regional Utility Authority, Inc. Regional Water Treatment and Distribution Project.

Type: BCRUA Resolution

Governing Body: Brushy Creek Regional Utility Authority

Agenda Date: 3/27/2024

Dept Director: Sam Roberts, General Manager

Cost: N/A

Indexes:

Attachments: Resolution, Exhibit A

Department: BCRUA

BACKGROUND:

This agenda item is a resolution authorizing the President to execute a Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the Brushy Creek Regional Utility Authority, Inc. Regional Water Treatment and Distribution Project.

To proceed with design and construction of the BCRUA Phase 2A Water Treatment Plant expansion, the BCRUA Board and all three city councils must amend the Master Agreement to add this authorization.

This amendment will expand the definition of "BCRUA Project" to include a new phase to be designated Phase 2A, as described in the Phase 2A Water Treatment Plant Expansion Basis of Design Report and will add a new Exhibit D-3 which allocates the cost of the final engineering design and treatment capacities of Phase IIA.

COST AND FUNDING:

The cost for the final engineering design, excluding construction phase services, is \$3,124,207. Based on capacity, the allocation of cost is 52.4 percent for Leander (\$1,637,084) and 47.6 percent for Round Rock (\$1,487,123). Funding will be provided from local sources of each City.

STAFF RECOMMENDATION:

BCRUA general counsel, general manager, and the Operations Committee (OC) have completed preparation and review of the amended contract and recommend approval.

RESOLUTION NO. BCRUA-2024-002

WHEREAS, the Brushy Creek Regional Utility Authority (“BCRUA”) desires to enter into a Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project, Now Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY:

That the Board President is hereby authorized and directed to execute on behalf of the BCRUA a Seventh Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project, a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The Board hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 27th day of March, 2024.

MATTHEW BAKER, President
Brushy Creek Regional Utility Authority

ATTEST:

ANNE DUFFY, Secretary

EXHIBIT

"A"

SEVENTH AMENDMENT TO THE MASTER CONTRACT FOR THE FINANCING, CONSTRUCTION AND OPERATION OF THE BCRUA REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT

THIS SEVENTH AMENDMENT TO THE MASTER CONTRACT FOR THE FINANCING, CONSTRUCTION AND OPERATION OF THE BCRUA REGIONAL WATER TREATMENT AND DISTRIBUTION PROJECT (the "Seventh Amendment") is dated and entered into as of the 27th day of March, 2024, by and among Brushy Creek Regional Utility Authority, Inc. ("BCRUA"), a non-profit corporation of the State of Texas (the "State"), created and existing under the laws of the State, including Subchapter D of Chapter 431 as amended, Texas Transportation Code, and the City of Cedar Park, Texas ("Cedar Park"), the City of Leander, Texas ("Leander"), and the City of Round Rock, Texas ("Round Rock") all home-rule municipalities and political subdivisions of the State (individually, the "City"; collectively, the "Cities"). The BCRUA and the Cities are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, on the 2nd day of September, 2008 the Parties entered into that one certain Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (the "Master Contract"), that provides terms and conditions for the financing, construction and operation of the first phase of the new regional system consisting generally of upgrades to Cedar Park's raw water intake, a raw water intake line, new water treatment plant, and water transmission mains; and

WHEREAS, on the 22nd day of January, 2009 the Parties entered into that one certain First Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("First Amendment") to postpone the date on which the BCRUA Project is to be operational from April 1, 2011 to April 1, 2012; and

WHEREAS, on the 20th day of October, 2010 the Parties entered into that one certain Second Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Second Amendment") to update the estimated costs shown in Exhibit D with actual cost numbers, as well as to revise estimated costs; and

WHEREAS, on the 22nd day of February, 2012 the Parties entered into that one certain Third Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Third Amendment") to delay substantial completion of the water treatment plant from April 2012 to June 2012; and

WHEREAS, on the 25th day of April, 2018 the Parties entered into that one certain Fourth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project ("Fourth Amendment") to expand the definition of "BCRUA Project" to include certain Phase II Regional System Components, as referenced in the Preliminary Engineering Report, and

WHEREAS, on the 22nd day of April, 2021 the Parties entered into that one certain Fifth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (“Fifth Amendment”) to expand the definition of “BCRUA Project” to include all Phase II Regional System Components, as referenced in the Preliminary Engineering Report, and to attach a new Exhibit D-1 to set out the estimated costs, the allocation of the costs among the Parties, and to set out the Parties respective reserved capacities in said Phase II components; and

WHEREAS, on the 5th day of November, 2021 the Parties entered into that one certain Sixth Amendment to the Master Contract for the Financing, Construction and Operation of the BCRUA Regional Water Treatment and Distribution Project (“Fifth Amendment”) to expand the definition of “BCRUA Project” to include new phases to be designated Phase IB, Phase IC, and Phase ID, and to attach a new Exhibit D-2 to set out the estimated costs, the allocation of the costs among the Cities, and to set out the Cities’ respective reserved capacities in said Phase IB, IC, and ID components; and

WHEREAS, the Parties now desire to expand the definition of “BCRUA Project” to include a new phase to be designated Phase IIA, and to attach a new Exhibit D-3 to set out the estimated costs, the allocation of the costs among the Cities, and the Cities’ respective reserved capacities in said Phase IIA components;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are hereby conclusively acknowledged, and subject to the terms and conditions hereinafter set forth, the Cities and the BCRUA mutually agree that the Master Contract is amended as follows:

ARTICLE I
TABLE OF CONTENTS

The list of exhibits in the Table of Contents of the Master Contract is amended to read as follows:

EXHIBITS

Exhibit A-1	Contract between City of Round Rock and BRA for Lake Travis Water
Exhibit A-2	Contract between City of Round Rock and BRA for Lake Travis Water
Exhibit A-3	Contract between City of Round Rock and BRA for Lake Travis Water
Exhibit B	Contract between City of Cedar Park and LCRA for Lake Travis Water
Exhibit C	Contract between City of Leander for Lake Travis Water
Exhibit D	BCRUA Regional Water Project Capacity and Cost Allocation, Phase IA, Amended: October 20, 2010
Exhibit D-1	BCRUA Regional Water Project Capacity and Cost Allocation, Phase II, Updated: March 30, 2021
Exhibit D-2	BCRUA Regional Water Project Capacity and Cost Allocation, Phases IB, IC, and ID
Exhibit D-3	BCRUA Regional Water Project Capacity and Cost Allocation, Phase IIA
Exhibit E	Descriptions of Phases IB, IC, and ID

- Exhibit E-1 Description of Phase IIA
Exhibit F BCRUA Regional Water Project Maximum Capacities and Delivery Rates

ARTICLE II
ADDED EXHIBIT D-3

The attached document entitled “Exhibit D-3; BCRUA Regional Water Project Capacity and Cost Allocation, Phase IIA” has been added to set out the Cities’ respective capacity and cost allocation of Phase IIA of the Regional System Components and it shall be considered attached to and incorporated in the Master Contract.

ARTICLE III
DEFINITIONS

Except as amended herein, all terms used herein shall have the meanings assigned to them in the Master Contract, unless the context clearly requires otherwise.

The Master Contract, Article I, Section 1.1 (f) shall be amended to read as follows:

(f) “BCRUA Project” means, collectively, the Land Interests and the improvements described in the recitals to this Contract and further described in the Preliminary Design Report, and as shown on Exhibit D, Exhibit D-1, Exhibit D-2, Exhibit D-3, Exhibit E, and Exhibit E-1. Without limitation the BCRUA Project includes the facilities, lines, intake structures, storage tanks, booster pumps, and other appurtenances in the BCRUA Project, including specifically Phases IB, IC, and ID, as described in Exhibit E, including specifically Phase IIA as described in Exhibit E-1, and the Phase II Regional System Components, as described in the Preliminary Design Report and owned by the BCRUA sufficient to treat the raw water and deliver the treated water to which the Cities, respectively, are entitled under this Contract.

ARTICLE III
AMENDMENT TO ARTICLE VI, RESERVED CAPACITIES

Sections 6.1, 6.2, 6.3, and 6.4 are amended to read as follows:

Section 6.1 Reserved Capacities in BCRUA Project Components. Each City, respectively, shall have the exclusive right to its reserved capacity in each BCRUA Project component as described in Exhibit D, Exhibit D-1, Exhibit D-2, Exhibit D-3, and Exhibit F. No reserved capacity may be allocated to or used by anyone other than the City on whose behalf that capacity has been reserved, unless the affected City specifically agrees in writing to the allocation or use.

Section 6.2 Reserved Capacities for Treated and Raw Water in the BCRUA Project. Each City, respectively, shall have the exclusive right to take, and the BCRUA shall have the obligation to deliver, treated and raw water at the Delivery Points in the amounts shown in Exhibit D, Exhibit D-1, Exhibit D-2, Exhibit D-3, and Exhibit F

Section 6.3 Transfer of Reserved Capacity. Any City may transfer any portion of its reserved capacity in one or more BCRUA Project components to another City, in exchange for such consideration as such Cities shall deem appropriate. The Cities making such transfer shall provide written notice to the BCRUA and the other City, signed by the Cities making the transfer, specifying the amount of transferred reserved capacity and the affected BCRUA Project component(s), and providing that the Cities otherwise ratify and confirm their pre-existing obligations under this Contract. No such transfer shall be effective until and unless such notice is provided. A transfer of reserved capacity shall not change any Bond Payment, other payment, or other obligations of the Cities pursuant to this Contract.

Section 6.4 Documentation of Transferred Reserved Capacity. In the event that reserved capacity is transferred, the BCRUA and the Cities shall cause a written amendment to be made to Exhibit D, Exhibit D-1, Exhibit D-2, Exhibit D-3, and Exhibit F describing such transfer and setting forth the revised reserved capacity of each City in the BCRUA Project or component(s) thereof.

ARTICLE IV
MISCELLANEOUS

Section 4.1 To the extent necessary to effect the terms and provisions of this Seventh Amendment, the Master Contract is hereby amended and modified. In all other respects, the aforesaid Master Contract is hereby ratified and confirmed.

Section 4.2 This Seventh Amendment may be executed in counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto acting under authority of their respective governing bodies have caused this Seventh Amendment to be duly executed as of the 27th day of March, 2024.

BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Matthew Baker, President

Attest:

By: _____
Anne Duffy, Secretary

CITY OF CEDAR PARK, TEXAS

By: _____
Jim Penniman-Morin, Mayor

Attest:

By: _____
LeAnn Quinn, City Secretary

CITY OF LEANDER, TEXAS

By: _____
Christine DeLisle-Sederquist, Mayor

Attest:

By: _____
Dara Crabtree, City Secretary

CITY OF ROUND ROCK, TEXAS

By: _____
Craig Morgan, Mayor

Attest:

By: _____
Meagan Spinks, City Clerk

Exhibit D-3

BCRUA Regional Water Project Capacity and Cost Allocation, Phase IIA

	Design & Engineering Cost Allocation (%)	Phase IIA Treatment Plant Capacity Allocation (MGD)
Cedar Park	0	0
Leander	52.4	11.7
Round Rock	47.6	10.6

Exhibit E-1

Description of Phase IIA

<i>Phase</i>	<i>Capacity (MGD)¹</i>	<i>Description</i>
IIA	23.1	Plant Expansion from 41.9 MGD to 65 MGD
	6	Construction of a 6 MG Clearwell

Agenda Item Summary

Agenda Number: 6C

Title: Consider a resolution authorizing the President to execute an Agreement between Pedernales Electric Cooperative, Inc. (PEC) and the Brushy Creek Regional Utility Authority (BCRUA) regarding design and construction of permanent power to the Phase 2 Raw Water Delivery System.

Type: BCRUA Resolution

Governing Body: Brushy Creek Regional Utility Authority

Agenda Date: 3/27/2024

Dept Director: Sam Roberts, General Manager

Cost: \$10,000,000 (Est.)

Indexes:

Attachments: Resolution, Exhibit A, Map

Department: BCRUA

BACKGROUND:

This agenda item is a resolution authorizing the President to execute an agreement between PEC and the BCRUA regarding design and construction of permanent power facilities to the Phase 2 Raw Water Delivery System.

This agreement is very similar to the “temporary power” agreement with PEC, which was approved by the BCRUA Board in 2020. The temporary power project was completed in 2022 at a cost of approximately \$5.1 M. Both power projects plus the final project called the “nameless substation” upgrade project are necessary to provide adequate power supplies for the Phase 2 Raw Water Delivery project. BCRUA general counsel and staff are currently working with PEC legal staff on an agreement for the Nameless Substation upgrades which should be ready for Board approval in a month or two at the latest.

The permanent power project consists of new and upgraded power poles and electric lines extending from an existing electric substation on Nameless Rd (aka Nameless substation) to Trails End Rd, where it will connect to the new and upgraded poles and electric lines installed with the temporary power project (see attached map).

AGREEMENT HIGHLIGHTS:

Easement Acquisition - Easement acquisition has been in process for several years under the existing Phase 1C design/Phase 2 land rights contract, and is nearing completion. As with the temporary power project, BCRUA is responsible for all acquisition activities and associated costs for this effort.

Design - BCRUA will manage and pay all costs associated with design of the permanent power project, subject to PEC input, review and approval. BCRUA will contract with M&S Engineering (as we did with the temporary power project) to complete final design of the project.

Construction - PEC will take the lead on construction, using PEC approved contractors. BCRUA will pay all construction costs with the exception that PEC has agreed to pay the additional incremental costs for certain poles for a portion of the Electric Project attributable to PEC's system upgrades. PEC will provide construction cost estimates to BCRUA during the project, in phases. Upon receipt of each cost estimate for each phase, BCRUA will pay PEC the estimated costs for labor and materials and associated overheads in advance and prior to PEC commencing that phase of construction.

Permitting - BCRUA will obtain and pay for all applicable permits as required for construction.

Schedule - Design and construction is anticipated to be complete no later than January 2026.

COST AND FUNDING:

Total estimated cost for design, construction and construction phase services is approximately \$10M. Funding will be provided from SWIFT 2021 and 2023 loans and local sources of each City.

STAFF RECOMMENDATION:

BCRUA general counsel, general manager, and the Operations Committee (OC) have completed negotiations of the permanent power agreement with the PEC and recommend approval.

RESOLUTION NO. BCRUA-2024-003

WHEREAS, the Brushy Creek Regional Utility Authority, Inc. (“BCRUA”) desires to enter into an agreement with Pedernales Electric Cooperative, Inc. regarding design and construction of permanent power to the Phase 2 Raw Water Delivery System Project, Now Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY:

That the Board President is hereby authorized and directed to execute on behalf of the BCRUA an Agreement with Pedernales Electric Cooperative, Inc., a copy of same being attached hereto as Exhibit “A” and incorporated herein for all purposes.

The Board of Directors hereby finds and declares that written notice of the date, hour, place and subject of the meeting at which this Resolution was adopted was posted and that such meeting was open to the public as required by law at all times during which this Resolution and the subject matter hereof were discussed, considered and formally acted upon, all as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended.

RESOLVED this 27th day of March, 2024.

MATTHEW BAKER, President
Brushy Creek Regional Utility Authority

ATTEST:

ANNE DUFFY, Secretary

EXHIBIT
“A”

**AGREEMENT BETWEEN PEDERNALES ELECTRIC COOPERATIVE, INC. AND
THE BRUSHY CREEK REGIONAL UTILITY AUTHORITY REGARDING
THE REGIONAL WATER TREATMENT AND TRANSMISSION PROJECT**

This Agreement (“Agreement”) is entered into by and between the Brushy Creek Regional Utility Authority, Inc. (“BCRUA”), a local government corporation composed of the Texas home-rule cities of Cedar Park, Leander, and Round Rock (individually, the “City”; collectively, the “Cities”) and Pedernales Electric Cooperative, Inc. (“PEC”), a Texas electric cooperative corporation formed under Chapter 161 of the Texas Utilities Code.

RECITALS

WHEREAS, BCRUA was created by the Cities to design, construct and operate a regional water transmission and treatment system (the “Water Project”) to provide the Cities with drinking water; and

WHEREAS, BCRUA has completed Phase IA of the Water Project which includes a floating raw water pump station located on Lake Travis, a water treatment plant located in Cedar Park, and associated transmission pipelines; and

WHEREAS, Phase II of the Water Project consists of a deep-water intake and maintenance building located within the Village of Volente, a pump station located adjacent to the Travis County Sandy Creek Park, and tunneled water conveyance pipelines; and

WHEREAS, the Water Project is located within the PEC service area and requires electric distribution upgrades, improvements, and line extensions (the “Electric Project”), as well as upgrades to and expansion of the PEC Nameless Substation, (the “Substation Project”); and

WHEREAS, the Water Project, and the Electric Project include various phases; and

WHEREAS, PEC has completed the Phase 2 Electric Project – Temporary Power Project; and

WHEREAS, the Electric Project and the Substation Project must be completed prior to commissioning and final acceptance of the Water Project.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements herein contained, BCRUA, and PEC agree as follows:

- 1. Electric Project.** The purpose of this Agreement is to provide for the design, construction and cost sharing of the Electric Project which is intended to provide permanent power to the Water Project.
- 2. Preliminary Route.** The preliminary route of the electric distribution upgrades, improvements, and line extensions for the Water Project (“Preliminary Route”) is attached

as Exhibit A hereto and incorporated herein. The Preliminary Route is subject to any changes that may arise due to easement acquisitions for the Electric Project. It is anticipated that the portion of the Water Project requiring the Electric Project will be served from the upgraded PEC Nameless Substation.

3. Easement Acquisition.

- a. BCRUA has previously delivered preliminary routing maps of the entire Water Project and the Electric Project to PEC that detail the affected landowners and properties. PEC has existing easement rights for its existing facilities. BCRUA acknowledges that PEC had no immediate plans to upgrade these facilities. While some of these existing easements may allow for the upgrades required by the Electric Project, BCRUA acknowledges that some of these easements could be insufficient for the upgrade of the existing facilities for the Electric Project.
- b. To the extent that the existing easements are not sufficient for the Electric Project, BCRUA will be responsible for the acquisition of the easements and right of way necessary for the Electric Project. PEC acknowledges and agrees that BCRUA's acquisition of easements or right of way for the Electric Project are required to serve a portion of the Water Project, and are for the construction, maintenance, and operation of the Electric Project for a portion of the Water Project which is to be undertaken as a public benefit. PEC acknowledges that BCRUA, through its member Cities may utilize eminent domain and condemnation proceedings to acquire the needed easements. Easements acquired by BCRUA and its member Cities pursuant to this Section 3 shall either be granted directly to PEC or assigned or otherwise transferred to PEC by the condemning authority at no cost to PEC. To the extent that eminent domain and condemnation proceedings must be used to obtain any easement or right of way, the BCRUA through its member Cities agrees to comply with all applicable laws for the use of any eminent domain authority. PEC acknowledges that easement acquisition and the potential associated use of eminent domain and condemnation is being completed in order for PEC to serve a portion of the Water Project which is expected to benefit residents in certain cities for which PEC provides electric service.
- c. PEC agrees to cooperate with BCRUA's efforts to obtain easements for the Electric Project to serve a portion of the Water Project. BCRUA and its consultants, with PEC's cooperation, shall respond to property owner questions and comments as required.

- 4. Access Road(s).** To the extent that any location for facilities necessary for the Electric Project requires an access roadway, BCRUA agrees to obtain all ingress and egress rights or easements necessary at its costs. BCRUA further agrees to submit the requisite applications and supporting permits and documents if required by any city or county for construction of such roadway. BCRUA agrees to construct and pay the costs for construction of any such roadway(s) in accordance with the specifications agreed to by PEC and BCRUA. Once the roadway is permitted, constructed, and accepted by PEC, BCRUA will have no maintenance obligations with respect to the roadway.

- 5. Materials Purchases.** To the extent that any special-order equipment or materials are necessary for the Electric Project to meet lead-times or other requirements for construction, BCRUA agrees to pay the costs for such equipment or materials upon receipt of a cost estimate. Notwithstanding the foregoing, PEC agrees to bear the additional incremental costs for certain poles for a portion of the Electric Project attributable to PEC's system upgrades. The said portion of the Electric Project is depicted in "red" on the attached Exhibit "A."
- 6. Preliminary Design.** BCRUA and PEC agree to work cooperatively to complete the preliminary design of the Electric Project.
- 7. Final Design.** BCRUA and PEC agree to work cooperatively to complete the final design of the Electric Project according to the following allocation of responsibilities:

 - a. *Final Design Tasks with BCRUA in Lead Role.* BCRUA agrees to be responsible for the design of the Water Project and the Electric Project. BCRUA agrees to maintain a contract with a contractor to complete final design of the Electric Project. BCRUA agrees to provide a final design of the Electric Project in segments or phases for PEC's review. Any final design submitted by BCRUA must be clearly marked as such.
 - b. *PEC's Role in the Electric Project.* PEC agrees to review, comment, and provide written acceptance of the final design of the Electric Project provided by BCRUA or its consultant assuming such designs meet PEC's system requirements and specifications. Upon written acceptance of the Electric Project by PEC and provided no further design changes are required, BCRUA will no longer have any responsibility regarding the design and engineering of the Electric Project.
 - c. *PEC's role in the Substation Project.* PEC agrees that it will be responsible for the design and construction of the Substation Project. (BCRUA acknowledges that this Agreement does not address any costs for the Substation Project.)
- 8. Construction.** To the extent that PEC has not received all easements from BCRUA for any section/phase prior to construction of that section/phase, PEC shall not proceed with construction of that section/phase of the Electric Project or Substation Project. Further to the extent that any easement acquisition or any condemnation proceeding or litigation proceeding delays or stops construction of the Electric Project and/or the Substation Project, BCRUA shall be responsible for any demobilization costs assessed by the contractor or consultant against PEC and any resulting re-mobilization costs assessed by the contractor or consultant. It is anticipated that construction of the Electric Project and the Substation Project may involve multiple construction contracts that are awarded at different times based on the schedule requirements of the Water Project. As to the Electric Project and the Substation Project, PEC intends to use PEC approved contractors for the construction.

9. Permitting. BCRUA agrees to obtain all applicable permits required for construction and any necessary vegetation management, including any permit required by the Balcones Canyonland Conservation Plan for the portion of the Water Project to be served by the Electric Project. To the extent that any permitting requirements delays or stops construction of the Electric Project and/or Substation Project, BCRUA shall be responsible for any demobilization costs assessed by the contractor or consultant against PEC and any resulting re-mobilization costs assessed by the contractor or consultant against PEC. BCRUA further agrees to submit the requisite service applications, and supporting permits and documents, to PEC for project commencement.

10. Payment and Costs.

a. PEC anticipates providing cost estimates to BCRUA in sections/phases for costs of the design and construction of the Electric Project. The cost estimates will include costs for labor, materials, and associated overheads for the design and construction for all components, including any costs for vegetation management, construction and project management costs for the Electric Project necessary to supply permanent electric power to the Water Project. Within forty-five (45) days prior to commencement of the initial phase of construction of the Electric Project, PEC shall notify BCRUA of the estimated costs (including taxes where applicable) required for that phase of the Electric Project. Upon receipt of a cost estimate, BCRUA agrees to pay PEC the estimated costs in advance prior to PEC commencing that section/phase of construction. To the extent that PEC has not received payment by BCRUA for any phase prior to construction of that phase, PEC shall not proceed with the Electric Project, and any resulting demobilization costs assessed by the contractor or consultant against PEC and any resulting re-mobilization costs assessed by the contractor or consultant shall be required to be paid by BCRUA.

Any additional related costs not included in a prior cost estimate will be provided to BCRUA upon Project conclusion; BCRUA shall be responsible for such costs. And BCRUA acknowledges and agrees that should the actual costs exceed the estimate, an additional invoice will be processed, and payment shall be received before PEC will initiate any additional phases of construction.

b. Any changes to the routing or design of any segment or phase of the Permanent Power Project after PEC's acceptance of the Final Design may affect costs. PEC agrees to bear any additional costs resulting from any changes by PEC to the routing or design to accommodate PEC's system improvements or to provide supplemental benefits to PEC. BCRUA agrees to bear any additional costs from changes to the routing or design not associated with PEC system improvements or not providing supplemental benefits to PEC.

c. Costs of the Electric Project submitted to the BCRUA shall be in accordance with the Tariff and Business Rules of PEC.

d. Pursuant to the existing Tariff and Business Rules of PEC, PEC shall exercise prudent judgment in determining the conditions under which a specific overhead

line extension will be made and shall view each case individually and with terms and conditions deemed reasonable by PEC. All amounts paid to PEC as contribution in aid of construction shall be non-refundable.

11. Communication. BCRUA and PEC agree to hold periodic project status information meetings. PEC's official point of contact for the Electric Project is the Cedar Park Electrical Distribution Design & Planning Manager. BCRUA's official point of contact is the BCRUA General Manager. BCRUA and PEC agree to include these designated points of contact in the chain of communication for all significant decisions and recommendations prepared by design engineers and other parties and representatives.

12. Schedule. The current Water Project schedule anticipates that the Electric Project will be completed no later than January 2026. The parties acknowledge that the timeframe is estimated and is subject to receipt of the necessary easements as described herein and any other land rights and applicable permits for the Electric Project prior to construction commencing for the Electric Project, each to be obtained by BCRUA. Notwithstanding the inclusion of a date for the energization of the Electric Project, PEC shall not be liable for any failure to meet any service date contained herein.

13. Nameless Substation. The parties agree that the Nameless Substation requires a redesign to include additional capacity in order to serve the completed Water Project expected in January 2026. Selection of a redesign option that is expected to include a power transformer and substation expansion construction will be reflected by separate agreement between the parties.

14. Rates for Permanent Power. The rates for the portion of the Water Project to be served by the Electric Project will be in accordance with the conditions of the Tariff and Business Rules of PEC then in effect as of the date of energization of the Permanent Power Project. Notwithstanding the foregoing, the Tariff and Business Rules is subject to change by the Board of Directors in accordance with PEC rules and regulations.

15. Compliance with Laws.

- a. During the term of the Agreement, the parties will perform in compliance, conformance, and accordance with all applicable laws, rules, and regulations of the United States, and of any state or political subdivision thereof.
- b. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

16. Liability; No Waiver of Immunities.

- a. PEC does not assume any liability for any property damage, injuries, or death in connection with the design, engineering or construction of the Water Project or

entry onto third-party property in connection with the Water Project or with respect to any easement acquisition by BCRUA for the Electric Project. TO THE EXTENT PERMITTED BY LAW, BCRUA HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD PEC AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH THE DESIGN, ENGINEERING OR CONSTRUCTION OF THE WATER PROJECT OR ENTRY ONTO THIRD-PARTY PROPERTY IN CONNECTION WITH THE WATER PROJECT OR WITH RESPECT TO ANY EASEMENT ACQUISITION FOR, THE PERMANENT POWER PROJECT.

- b. BCRUA does not assume any liability for any property damage, injuries, or death in connection with the construction of the Electric Project or entry onto third-party property in connection with the construction of the Electric Project or upon written acceptance of PEC of the final design of the Electric Project, the design and engineering of the Electric Project. TO THE EXTENT PERMITTED BY LAW, PEC HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD BCRUA AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, CLAIM, DAMAGE, COST OR EXPENSE (INCLUDING REASONABLE LEGAL FEES AND EXPENSES) ARISING OUT OF OR IN CONNECTION WITH THE CONSTRUCTION OF THE ELECTRIC PROJECT OR ENTRY ONTO THIRD-PARTY PROPERTY IN CONNECTION WITH THE CONSTRUCTION OF THE ELECTRIC PROJECT OR UPON ITS WRITTEN ACCEPTANCE OF THE FINAL DESIGN OF THE ELECTRIC PROJECT, THE DESIGN AND ENGINEERING OF THE ELECTRIC PROJECT.
 - c. Subject to Section 18 below, nothing herein this Agreement shall be deemed to waive, modify, or alter to any extent any defense or immunity available at law or in equity to BCRUA or PEC, or their past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any non-party.
 - d. The provisions of this Section survive the expiration or termination of this Agreement.
- 17. Term.** The term of this Agreement is for a period of three years from the Effective Date unless otherwise earlier terminated by the parties.
- 18. PEC sole provider.** BCRUA acknowledges that PEC is the sole certificated provider of electric distribution services in the territory in which the Water Project is to be constructed.
- 19. Entire Agreement.** This Agreement represents and contains the entire agreement and understanding between the parties with respect to the subject matter herein and supersedes any and all prior or contemporaneous oral and/or written agreements and understandings.

20. Governing Law. This Agreement shall be construed and enforced in accordance with Texas law. Venue for the litigation of any dispute arising hereunder shall be in Williamson County, Texas.

21. Counterparts. This Agreement may be executed in any number of counterparts.

Executed to be effective this ____ day of _____, 2024 (the “Effective Date”).

SIGNATURES ON FOLLOWING PAGES

PEDERNALES ELECTRIC COOPERATIVE, INC.

By: _____
Julie C. Parsley, Chief Executive Officer

Date: _____

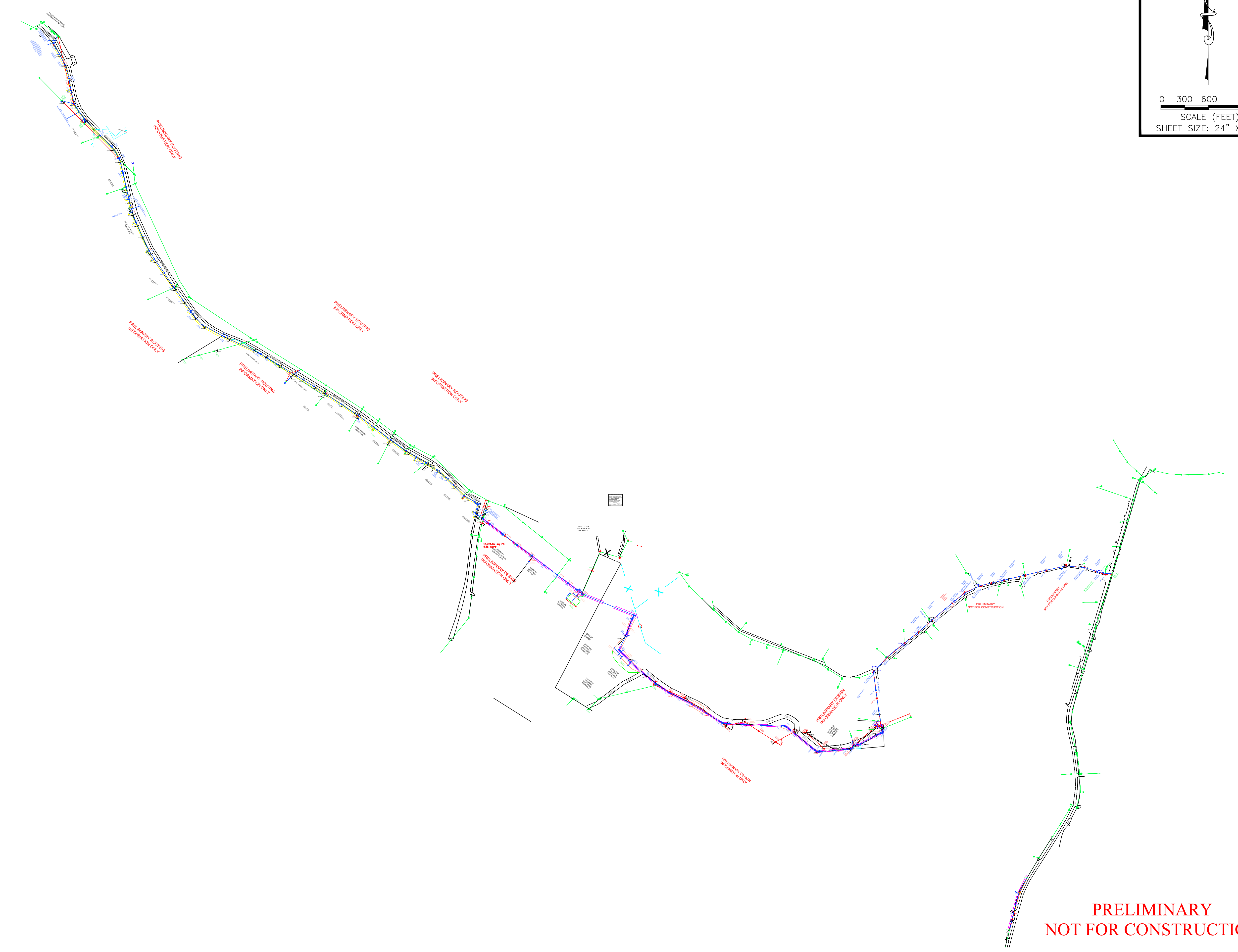
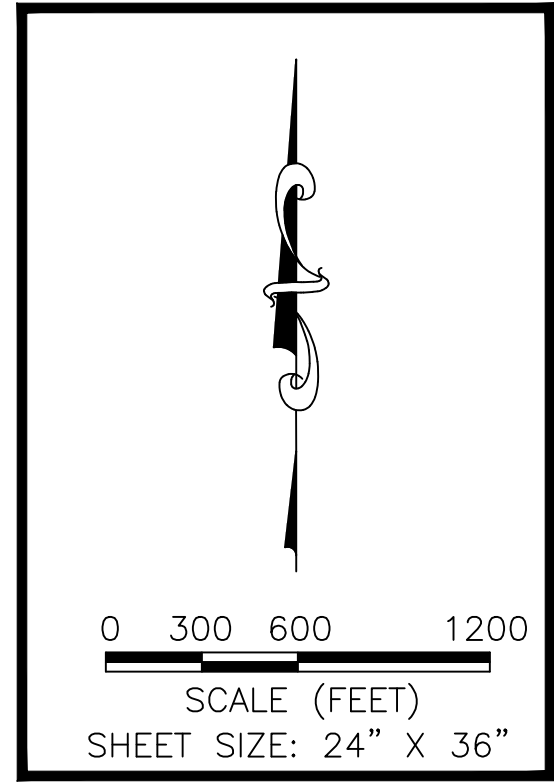
BRUSHY CREEK REGIONAL UTILITY AUTHORITY, INC.

By: _____
Matthew Baker, President

Date: _____

EXHIBIT A

Location of the Permanent Power Project





**PRELIMINARY
NOT FOR CONSTRUCTION**

*** THE QUANTITIES SHOWN ON THE PLANS AND THE BID DOCUMENTS ARE ESTIMATED QUANTITIES AND BASED ON THE PLAN SET AND TO BE USED FOR BIDDING PURPOSE ONLY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO RESOLVE ANY PERCEIVED DISCREPANCIES IN THE QUANTITIES WITH THE OWNER PRIOR BEGINNING ANY CONSTRUCTION WORK.

Date: 2/27/2024 11:10 PM User: JERRY FASEL
 File: R:\BCRUA\BCRUA - FINAL DESIGN\BCRUA - FINAL DESIGN (2).DWG

Tr.	Date	Revision	By	Chkd.	Appd.	Tr.	Date	Revision	By	Chkd.	Appd.


M&S ENGINEERING
 ELECTRICAL | CIVIL | MEP
 TEXAS REGISTERED ENGINEERING FIRM F-1394


PEDERNALES ELECTRIC COOPERATIVE, INC.

BCRUA - FINAL DESIGN (2)
WO#XXXXXX

DATE: XXXXXXXX
SCALE: 1" = 600'
ENGINEER: MARY COLEMAN, P.E.
DESIGNED BY: XXXX
DRAWN BY: XXXXX
OVERVIEW

