

## **EXHIBIT 25**

### **PRESERVATION AND PRODUCTION OF CONTRACTING INFORMATION**

To the extent this Agreement has a stated expenditure of or results in an expenditure of at least \$1 million in public funds, then pursuant to Texas Government Code §552.372, Design-Build Firm will preserve all contracting information, as defined by §552.003, related to the Agreement for the duration of the Agreement; promptly provide to SAWS any such contracting information related to the Agreement that is in its custody or possession of SAWS on request of SAWS; and on completion of the Agreement, either: A) provide at no cost to SAWS all such contracting information related to the Agreement that is in its custody or possession or B) preserve such contracting information related to the Agreement as provided by the records retention requirements applicable to SAWS.

The Design-Build Firm agrees that the Agreement can be terminated if the Design-Build Firm knowingly or intentionally fails to comply with a requirement of Subchapter J, Chapter 552, of the Texas Government Code.