AGENDA

MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
February 9, 2016, 9:00 A.M.
6th Floor Board Room #609
Administrative Offices
2800 U. S. Hwy 281 North, San Antonio, Texas 78212

1. MEETING CALLED TO ORDER.

2. Announcements.
   A. The San Antonio Water System Board of Trustees will, during the Meeting, close the Meeting and hold an Executive Session pursuant to and in accordance with Chapter 551 of the Texas Open Meetings Act. The Board of Trustees may, at any time during the Meeting, close the Meeting and hold an Executive Session for consultation with its attorneys concerning any of the matters to be considered during the Meeting pursuant to Chapter 551 of the Texas Open Meetings Act.

3. Minutes.
   A. Approval of the Minutes of the San Antonio Water System Board of Trustees Regular Board Meeting of December 1, 2015.


5. Public Comment.
CONSENT AGENDA ITEMS

Items 6 – 22

ITEMS CONCERNING THE PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES

6. A Resolution accepting recommendations regarding the contracting for certain services, equipment, materials, and supplies, and authorizing the acceptance of bids as follows: 

(DOUG EVANSON – YVONNE TORRES)

A. Award of New One Time Purchases of Materials, Equipment and Services.

1. Approving a one-time purchase from TEQSYS, Inc. to provide: Symantec Enterprise Vault File Governance & Implementation, Bid No. 15-15101, for a total of $83,952.00.

B. Award of New and Renewal Annual Goods & Services Requirement Contract and Maintenance Agreements. Estimated annual purchases are based on unit prices bid. Actual totals and quantities may vary from the estimate.

1. Acceptance of the bid of Brycomm, LLC to provide: annual contract for fiber optic/network cabling and pulling service, Bid No. 15-6086, for a total of $56,100.00.

2. Acceptance of the bid of Cox Utility Services to provide: annual contract for underground and utility locate services, Bid No. 15-15133, for a total of $225,680.00.

3. Acceptance of the bid of Safety Supply, Inc. to provide: annual contract for rubber safety boots & rubber hip boots, Bid No. 15-0399, for a total of $56,868.50.

4. Acceptance of the bid of HD Supply Waterworks, Ltd. to provide: annual contract for hardeners used to seal pipe joints, Bid No. 14-6022, for a total of $72,868.64.

5. Authorizing the renewal of an existing contract of TexDoor, Ltd. to provide: overhead door repair parts and service, Bid No. 14-0335, for a total of $74,236.70.

6. Acceptance of the bid of One Call Concepts, Inc. dba Lone Star 811 to provide: annual contract for one-call notification center services (City of Fort Worth Contract, RFP No. 14-0146), Bid No. 15-15137, for a total of $50,000.00.

7. Acceptance of the bid of The Office Pal to provide: HP printer ink, toner & printer supplies original equipment manufacturer, Bid No. 15-3053A, for a total of $51,247.00.
CAPITAL IMPROVEMENT CONTRACTS
PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Production, Transmission and Treatment Improvements

7. A Resolution awarding a construction contract to MGC Contractors, Inc. in the amount of $371,000.00 in connection with the Dos Rios Chlorine Contact Basin Scum Well Rehabilitation Project. Total expenditures: $371,000.00.
(JEFF HABY – PARVIZ CHAVOL)

8. A Resolution awarding a construction contract to D. Guerra Construction, LLC in the amount of $415,595.00 in connection with the Lift Station Elimination Phase II (Lift Station #217) Project. Total expenditures: $415,595.00.
(GENOVEVA GOMEZ – KATHLEEN PRICE)

9. A Resolution, concerning the District Special Project, awarding a construction contract to Pronto Sandblasting & Coating & Oil Field Services Co. Inc. in the amount of $671,500.00 in connection with the Salado Pump Station to Stone Oak Water Main Project. Total expenditures: $671,500.00. (GENOVEVA GOMEZ – ASHOK KAJI)

10. A Resolution, concerning the District Special Project, approving Recapitulation Change Order No. 3 in the decreased amount of $127,220.37 to be credited to the construction contract with Lambda Construction, Ltd. in connection with the DSP Water Production Facility Upgrades Project; authorizing the return of funds in the amount of $127,220.37 and the construction contingency balance of $175,000.00 for a total amount of $302,220.37. Total decreased amount: $302,220.37.
(GENOVEVA GOMEZ – ASHOK KAJI)

11. A Resolution approving Contract Amendment No. 11 to the existing professional services contract with Civil Engineering Consultants in an amount not to exceed $69,900.00 in connection with the Water Resources Integration Program, Project 1: Pipeline, Segment II Project. Total expenditures: $69,900.00.
(GENOVEVA GOMEZ – ANDREA BEYMER)

REPLACEMENT AND ADJUSTMENT PROJECTS
Governmental Relocations and Replacements

12. A Resolution approving the expenditure of funds in the amount of $211,550.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2016 Asphalt Overlay Task Order Contract – Package 1. Total expenditures: $211,550.00. (GENOVEVA GOMEZ – KATHLEEN PRICE)

13. A Resolution approving the expenditure of funds in the amount of $143,650.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2016 Asphalt Overlay Task Order Contract – Package 2. Total expenditures: $143,650.00. (GENOVEVA GOMEZ – KATHLEEN PRICE)
14. A Resolution approving the expenditure of funds in the amount of $118,950.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2016 Asphalt Overlay Task Order Contract – Package 3. Total expenditures: $118,950.00. (GENOVEVA GOMEZ – KATHLEEN PRICE)

15. A Resolution approving the expenditure of funds in the amount of $121,800.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2016 Asphalt Overlay Task Order Contract – Package 4. Total expenditures: $121,800.00. (GENOVEVA GOMEZ – KATHLEEN PRICE)

16. A Resolution, concerning the District Special Project, approving an Interlocal Agreement with Bexar County; approving the expenditure of funds in the amount of $399,344.50 for the replacement and installation of water facilities by Bexar County Public Works in connection with the Elm Forrest at Turtle Cross Outfall (MR-31) Project. Total expenditures: $399,344.50. (GENOVEVA GOMEZ – KATHLEEN PRICE)

MISCELLANEOUS PROJECTS

17. A Resolution, concerning both the San Antonio Water System and the District Special Project, authorizing the expenditure of funds in an amount not to exceed $5,852,127.00 for Owner Controlled Construction Changes for the calendar year ending December 31, 2016. Total expenditures: $5,852,127.00. (MARY BAILEY)

WATER RESOURCES ITEMS


MISCELLANEOUS ITEMS

19. A Resolution awarding a professional services contract to Freese and Nichols, Inc. in the amount of $260,834.00 for the development of a Dead End Main Assessment Program. Total expenditures: $260,834.00. (STEVE CLOUSE – SCOTT HALTY)

20. A Resolution ratifying the actions of the Vice President of Production and Treatment in awarding a services contract to Western Oilfields Supply Co. dba Rain for Rent in the amount of $495,110.36 in connection with the Wurzbach Parkway Emergency Bypass Pumping Project. Total expenditures: $495,110.36. (STEVE CLOUSE – JEFF HABY)

21. A Resolution authorizing the President/Chief Executive Officer to administratively approve in calendar year 2016 additional expenditures in an amount not to exceed $25,000.00 in the aggregate for each contract or agreement previously approved by the San Antonio Water System Board of Trustees for a total amount not to exceed $100,000.00. Total expenditures: $100,000.00. (NANCY BELINSKY – PHILIP CAMPOS)
22. A Resolution accepting the San Antonio Water System Minority and Woman-Owned Business Enterprise Program Disparity Study findings for purposes of policy development. (NANCY BELINSKY – PHILIP CAMPOS)

ITEMS FOR INDIVIDUAL CONSIDERATION

WATER RESOURCES ITEMS

23. A Resolution appointing new members to the Community Conservation Committee for a two-year term expiring December 31, 2017, reappointing returning members for a term expiring December 31, 2017, and appointing the Chairman to the Community Conservation Committee for a one-year term expiring December 31, 2016. (DONOVAN BURTON – KAREN GUZ)

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts

24. A Resolution approving Utility Service Agreements to provide water and/or wastewater service to the tracts listed below requiring potential oversizing of mains (OVR), and/or are located outside the San Antonio Water System water and/or wastewater Certificate of Convenience and Necessity (CCN). (GENOVEVA GOMEZ – SAM MILLS)

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
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<tr>
<td>1</td>
<td>Fair Oaks Country</td>
<td>Fair Oaks Country Store, LLC</td>
<td>2.10</td>
<td>16</td>
<td>14</td>
<td>Outside</td>
<td>CZ</td>
<td>CCN</td>
<td>Out</td>
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<tr>
<td>2</td>
<td>CST #1835 at</td>
<td>Rockport Family Partnership, Ltd.</td>
<td>7.766</td>
<td>65</td>
<td>40</td>
<td>CoSA</td>
<td>Outside</td>
<td>IFC</td>
<td>In</td>
<td>In</td>
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<td></td>
<td>Crosswinds Way</td>
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</table>

Totals: 9.866, 81, 54


Production, Transmission, and Treatment Improvements

26. A Resolution awarding a construction contract to Archer Western Construction, LLC in the amount of $11,138,000.00 in connection with the Leon Creek Water Recycling Center Rehabilitation and Process Improvements Project; authorizing additional expenditures in an amount not to exceed $209,768.00 to Freese and Nichols, Inc. for construction phase services in connection with the project work. Total expenditures: $11,347,768.00. (GENOVEVA GOMEZ – ASHOK KAJI)

27. A Resolution, concerning the District Special Project, awarding a construction contract to Lambda Construction I, Ltd. in the amount of $4,212,500.00 in connection with the Clayton Tank Replacement Project. Total expenditures: $4,212,500.00. (GENOVEVA GOMEZ – ASHOK KAJI)
28. A Resolution awarding a professional services contract to Grubb Engineering, Inc. in the amount of $1,424,056.00 in connection with the Wurzbach Pump Station Improvements Project. Total expenditures: $1,424,056.00.
(GENOVEVA GOMEZ – ASHOK KAJI)

29. BRIEFING SESSION.
   A. Briefing and deliberation regarding the Vista Ridge Project
   B. Briefing and deliberation regarding the Quarterly Sanitary Sewer Overflow Reduction Program Update
   C. Briefing and deliberation regarding Series 2016 A & B debt transactions

30. President/Chief Executive Officer’s Report.
   A. SAWS 2015 Accomplishments

31. Inquiries of the Board of Trustees for future briefings and/or follow-up action.

32. The Regular Session of the February 9, 2016, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed below pursuant to Sections 551.071 and 551.074 of the Texas Open Meetings Act.

33. EXECUTIVE SESSION.
   A. Consultation with attorneys regarding legal issues concerning the submission of an application for an Incidental Take Permit to the U.S. Fish & Wildlife Service for the Micron to Anderson Tank Phase II Project and the Water Resources Integration Program.
   B. Consultation with attorneys and deliberations regarding legal issues related to the Dos Rios Water Recycling Center (WRC) Re-Rating Headworks Improvements and Process Enhancements Phase I Project.
   C. Consultation with attorneys regarding Cause No. D-1-GN-15-005774, in District Court of Travis County, Texas, 201st Judicial District, styled, Metropolitan Water Company, L.P. vs. Blue Water Systems, LP, et al., and other legal issues regarding the Water Transmission and Purchase Agreement between the City of San Antonio, Texas, acting by and through the San Antonio Water System Board of Trustees and Abengoa Vista Ridge, LLC.
   D. Deliberation regarding the annual evaluation, performance objectives and duties of the President/Chief Executive Officer; and consultation with attorneys
concerning legal issues regarding the annual evaluation, performance objectives and duties of the President/Chief Executive Officer.

34. The Regular Session of the Regular Board Meeting of February 9, 2016, is hereby reconvened.

35. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF FEBRUARY 9, 2016, IS HEREBY ADJOURNED.
1. MEETING CALLED TO ORDER.

The meeting of the San Antonio Water System Board of Trustees was held on December 1, 2015, and called to order at 9:09 a.m. by Secretary Pat Merritt.

2. Announcements.

   A. The San Antonio Water System Board of Trustees will, during the Meeting, close the Meeting and hold an Executive Session pursuant to and in accordance with Chapter 551 of the Texas Open Meetings Act. The Board of Trustees may, at any time during the Meeting, close the Meeting and hold an Executive Session for consultation with its attorneys concerning any of the matters to be considered during the Meeting pursuant to Chapter 551 of the Texas Open Meetings Act.

Lisa Mireles gave a brief statement regarding the new audio/visual and voting systems installed in the board room to be used during the meeting.

3. Minutes.

   A. Approval of the Minutes of the San Antonio Water System Board of Trustees Regular Board Meeting of October 6, 2015.
Ms. Merritt asked if there were any corrections to the minutes. Hearing none, she stated the minutes were approved as presented.


Steve Clouse recognized Val Ruiz, who was retiring at the end of the year. Mr. Ruiz had 35 years of service with SAWS and was the longest tenured member of the executive management team. Mr. Clouse also recognized members of the Ruiz family who were present, wife Debbie, son Tony, and daughter Stephanie. Mr. Ruiz started as an Engineer I and ended his career as Vice President of Facilities and Maintenance. Among being the most maroon of any A&M football fan, Mr. Ruiz had been a fearless and tireless advocate for the employees, and his 35 years served an example of his commitment to SAWS. Mr. Ruiz reviewed a list of individuals he had worked with over the past 35 years that included Hugh Anderson, the Director of Engineering for the City Water Board who hired him in 1980. He also thanked the many individuals who had supported him throughout his 35 years.

Ms. Merritt thanked Mr. Ruiz for his 35 years at SAWS and for all he had done for the community.

5. Public Comment.

Alan Montemayor read a resolution from the City of Castle Hills regarding the Vista Ridge Pipeline Project. He commented on the passage of the rates by City Council despite the citizen protests. He asked that SAWS change direction to bring more water and make more local water such as rainwater, stormwater runoff, and brackish desalination available to the citizens of San Antonio.

Ms. Merritt turned the meeting over to Chairman Guerra, who came in during the Public Comment portion of the agenda.

Curtis Ostrander stated he was a representative of S.J. Louis Construction of Texas, who had successfully done work for SAWS. He stated they had some recent minor quality issues that were being used to bypass them on low bid projects. He stated they could provide value in the future to SAWS and hoped the Board understood there were two sides to every project issue. They hoped that in the future they could move forward and provide SAWS with a quality product as a benefit to the ratepayer and the System.

Mr. Puente commented on an item on the agenda where S. J. Louis’ low bid was not being recommended. He stated he was working with S.J. Louis to resolve the issues.

Ms. Mireles stated there was one more ceremonial item that Mr. Puente would like to present for Item 4. Chairman Guerra confirmed.

Mr. Puente recognized Chairman Guerra for an award he received as Chairman and CEO of Avanzar, a Toyota parts supplier. The award was the National Entrepreneur of the Year in the Distribution and Manufacturing category from Ernst & Young. He had already won the state level. He want SAWS and the community to know the kind of effort and expertise the Chairman brought to SAWS. He congratulated the Chairman for the well-deserved award.
Chairman Guerra thanked Mr. Puente for the recognition. He stated there were 265 companies that were competing for the award. He was very blessed that all four of his children and their spouses and seven of his ten grandchildren were able to attend the event. He stated he did not think they would win because of the competition. He stated he was very humbled by the experience and took a moment to recognize the 900 employees at Avanzar, who make up the award winning team.

**CONSENT AGENDA ITEMS**

**Items 6 – 37**

**ITEMS CONCERNING THE PURCHASE OF EQUIPMENT, MATERIALS AND SUPPLIES**

6. A Resolution accepting recommendations regarding the contracting for certain services, equipment, materials, and supplies, and authorizing the acceptance of bids as follows: (DOUG EVANSON – YVONNE TORRES)

   A. Award of New One Time Purchases of Material, Equipment and Services.

      1. Approving a one-time, sole source purchase from TIGG Corporation to provide: purchase of Granular Activated Carbon Rental Unit, Bid No. 15-15127, for a total of $498,200.00.

      2. Approving a one-time purchase from Alterman, Inc. to provide: purchase and installation of new Motor Control Center (motor starters) to replace existing Motor Control Center for Well Pumps 5 & 6 at Wurzbach Pump Station, Bid No. 15-15119, for a total of $231,049.00.

   B. Award of New and Renewal Annual Goods & Services Requirement Contract and Maintenance Agreements. Estimated annual purchases are based on unit prices bid. Actual totals and quantities may vary from the estimate.

     1. Acceptance of a sole source bid from Ashbrook Simon-Hartley to provide: annual contract for OEM Ashbrook Gravity Belt Thickener and Belt Filter Press Belts, Bid No. 15-5089, for a total of $110,352.00.

     2. Acceptance of a sole source bid from Emerson Process Management Power & Water Solutions, Inc. to provide: annual contract for maintenance of the Emerson Ovation Control Systems at the Dos Rios, Leon Creek and Medio Creek Waste Water Treatment Plants, Bid No. 15-14060, for a total of $98,716.00.

     3. Acceptance of a sole source bid from SmartCover Systems, Inc. to provide: annual contract for remote collection system overflow monitoring devices and repair components, Bid No. 15-1084, for a total of $1,246,734.00.

     4. Acceptance of a sole source bid from Aqua-Aerobic Systems to provide: annual contract for purchase of Aqua-Aerobic Cloth Media Filters, Bid No. 15-14016, for a total of $457,600.00.

     5. Acceptance of a sole source bid from Aqua-Aerobic Systems to provide: annual contract for purchase of Aqua-Aerobic Cloth Media Filter Parts, Bid No. 15-15117, for a total of $135,382.00.
6. Acceptance of the bid of Ferrellgas to provide: annual contract for propane tankload deliveries and industrial cylinder refills, Bid No. 15-0294, for a total of $135,773.00.

7. Acceptance of the bid of Gillette Air Condition to provide: annual contract for Cooling Tower Service Program, Bid No. 15-4047, for a total of $78,200.00.

8. Authorization for a renewal of an existing contract of Beneficial Insecary, Inc. to provide: annual contract for beneficial biological parasites for non-toxic pest control, Bid No. 12-1041, for a total of $59,800.00.

9. Authorization for a renewal of an existing contract of Morrison Supply Co. to provide: annual contract for polyethylene wrapping/polyvinyl tape, Bid No. 14-0018, for a total of $61,163.39.

10. Authorization for a renewal of an existing contract of TTI Environmental Laboratories to provide: annual contract for environmental laboratory services accredited under the National Environmental Laboratory Accreditation Program, Bid No. 14-1412, for a total of $54,750.00.

11. Authorization for a renewal of an existing contract of RKA Petroleum Co., Inc. to provide: annual contract for gasoline loads, City Bid No. A310-10, Bid No. 10-1026A, for a total of $264,526.50.

12. Authorization for a renewal of an existing contract of Alamo Iron Works to provide: annual contract for safety harness (full body), Bid No. 14-8024, for a total of $59,201.93.

13. Authorization for a renewal of an existing sole source contract of Asco Equipment to provide: annual contract for Case construction equipment parts and service, Bid No. 14-6054, for a total of $108,200.00.

14. Authorization for a renewal of an existing contract of Airgas Southwest to provide: annual contract for specialty gas supply, Bid No. 14-0163, for a total of $83,844.00.

15. Authorization for a renewal of an existing contract of Matera Paper Co. to provide: annual contract for industrial degreaser, Bid No. 13-5042, for a total of $57,194.12.

16. Authorization for a renewal of an existing contract of BFI Waste Systems of North America to provide: annual contract for landfilling of biosolids, Bid No. 10-0791, for a total of $2,849,247.00.

17. Authorization for a renewal of an existing contract of CDW Government, Inc. to provide: annual contract for F5, ARX, DM & Big IP (network load balancer) service maintenance renewal, Bid No. 14-14029, for a total of $56,012.02.

18. Authorization for a renewal of an existing sole source contract of Presstek, Inc. to provide: annual contract for Pressteck 9995A, DIM 225 & Dimwash 650 (printing press) annual maintenance, Bid No. 14-1517, for a total of $50,600.00.
19. Authorization for a renewal of an existing contract of Cellco Partnership dba Verizon Wireless to provide: unlimited wireless broadband access, DIR-SDD-1779, Bid No. 11-1149, for a total of $241,616.40.

7. A Resolution superseding in part, Resolution No. 15-217, Item B. 9 passed October 6, 2015 in order to correct an omission of the estimated dollar amount of $190,000.03 in unspecified Ford New Holland parts in the calculated column on the bid tabulation for Bid No. 15-0367, the annual contract total is corrected from $39,842.84 to $229,842.87; reaffirming that with the correction of such omission error, the remaining portions of Resolution No. 15-217 shall remain in full force and effect. Total expenditures: $190,000.03. (DOUG EVANSON – YVONNE TORRES)

CAPITAL IMPROVEMENT CONTRACTS
PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Water and Sewer Line Improvements

8. A Resolution approving Recapitulation Change Order No. 7 in the decreased amount of $372,098.42 to be credited to the construction contract with Pesado Construction Company in connection with the Dominion Fire Flow Improvements Project; authorizing the return of funds in the amount of $372,098.42 and the construction contingency balance of $84,354.00 for a total amount of $456,452.42. Total decreased amount: $456,452.42. (GENOVEVA GOMEZ – JOE CARRENO)

9. A Resolution approving Recapitulation Change Order No. 3 in the decreased amount of $114,754.28 to be credited to the construction contract with S.J. Louis Construction of Texas, Ltd. in connection with the Southwest Bexar Sewer Pipeline – Segment 5 Project; authorizing the return of funds in the amount of $114,754.28 and the construction contingency balance of $628,922.71 for a total amount of $743,676.99. Total decreased amount: $743,676.99. (GENOVEVA GOMEZ – JOE CARRENO)

10. A Resolution approving Recapitulation Change Order No. 7 in the decreased amount of $103,176.09 to be credited to the construction contract with Oscar Renda Contracting, Inc. in connection with the W6: Western Watershed Sewer Relief Line Project 1; authorizing the return of funds in the amount of $103,176.09 and the construction contingency balance of $13,786.16 for a total amount of $116,962.25. Total decreased amount: $116,962.25. (GENOVEVA GOMEZ – JOE CARRENO)

11. A Resolution ratifying the actions of the Interim Vice President of Engineering and Construction in approving an award of a construction contract with Spiess Construction Co., Inc. in an amount not to exceed $590,500.00 in connection with the Leon Creek 24-Inch Sanitary Sewer Replacement Emergency Project; approving Change Order No. 1 in a decreased amount of $467,338.00 for a revised contract amount of $123,162.00. Total expenditures: $123,162.00. (GENOVEVA GOMEZ – JOE CARRENO)

12. A Resolution approving the expenditures of funds in an amount not to exceed $77,130.00 for a reimbursement to the San Antonio River Authority for additional
design and construction activities in connection with the Museum Reach – Park Segment/Trail #23 Project. Total expenditures: $77,130.00.
(GENOVEVA GOMEZ – JOE CARRENO)

13. A Resolution approving Contract Amendment No. 5 in an amount not to exceed $102,069.00 to the professional services contract with CAS Consulting & Services, Inc. in connection with the Western Extension B Project. Total expenditures: $102,069.00.
(GENOVEVA GOMEZ – JOE CARRENO)

14. A Resolution awarding a professional services contract to Kimley-Horn and Associates, Inc. in an amount not to exceed $5,281,944.00 in connection with the E-19: Seguin Road to Nacogdoches Road Project. Total expenditures: $5,281,944.00.
(GENOVEVA GOMEZ – JOE CARRENO)

15. A Resolution awarding a professional services contract to CDS Muery in an amount not to exceed $1,447,424.50 in connection with the Martinez Creek Project. Total expenditures: $1,447,424.50. (GENOVEVA GOMEZ – JOE CARRENO)

16. A Resolution awarding a professional services contract to Pape-Dawson Engineers, Inc. in an amount not to exceed $3,175,676.90 in connection with the W-1 Leon Creek: Hwy 151 to Hwy 90 Project. Total expenditures: $3,175,676.90.
(GENOVEVA GOMEZ – JOE CARRENO)

Production, Transmission and Treatment Improvements

17. A Resolution awarding a professional services contract to Gupta & Associates, Inc. in an amount not to exceed $250,000.00 in connection with the 2015 Electrical Engineering Design Services Contract. Total expenditures: $250,000.00.
(GENOVEVA GOMEZ – ASHOK KAJI)

18. A Resolution awarding a professional services contract to Baer Engineering and Environmental Consulting, Inc. in an amount not to exceed $250,000.00 in connection with the 2015 Environmental and Archeological Services Contract. Total expenditures: $250,000.00. (GENOVEVA GOMEZ – ASHOK KAJI)

19. A Resolution, concerning the District Special Project, awarding a professional services contract to Tetra Tech, Inc. in an amount not to exceed $1,475,000.00 in connection with the DSP La Rosa and Zarzamora Pump Stations Improvements Project. Total expenditures: $1,475,000.00. (GENOVEVA GOMEZ – ASHOK KAJI)

REPLACEMENT AND ADJUSTMENT PROJECTS

Governmental Relocations and Replacements

20. A Resolution approving the expenditure of funds in the amount of $2,000,351.03 for the adjustment and replacement of water and sewer facilities by the City of San Antonio in connection with the Callaghan Road: Loop 410 to Spur 421 Project and approving construction contingency expenses in the amount not to exceed $40,007.02 for the project work. Total expenditures: $2,040,358.05.
(GENOVEVA GOMEZ – FRANCES PLOCEK)

21. A Resolution approving the expenditure of funds in the amount of $205,105.10 for the replacement of water and sewer facilities by the City of San Antonio in connection with
the Old Grissom Road from Culebra (FM 471) to Grissom Road Project and approving construction contingency expenses in the amount not to exceed $30,765.77 for the project work. Total expenditures: $235,870.87.

(GENOVEVA GOMEZ – FRANCES PLOCEK)

22. A Resolution approving the expenditure of funds in the amount of $447,371.00 for the adjustment and replacement of water and sewer facilities by the City of San Antonio in connection with the UTSA Blvd.: Babcock to Edward Ximenes Project and approving construction contingency expenses in the amount not to exceed $44,737.10 for the project work. Total expenditures: $492,108.10.

(GENOVEVA GOMEZ – FRANCES PLOCEK)

23. A Resolution, concerning the San Antonio Water System and the District Special Project, approving the expenditure of funds in an additional amount not to exceed $550,000.00 for professional engineering services in connection with the 2012 – 2017 Bond Program. Total expenditures: $550,000.00.

(SAWS-DSP)

24. A Resolution, concerning the District Special Project, awarding a construction contract to Payton Construction, Inc. in an amount not to exceed $1,537,000.00 in connection with the DSP Well Meter Replacement Project Phase 3 & 4 and approving construction contingency expenses in an amount not to exceed $80,000.00 for the project work. Total expenditures: $1,617,000.00.

(DONOVAN BURTON – DARREN THOMPSON)

WATER RESOURCES ITEMS

25. A Resolution, concerning both the San Antonio Water System and the District Special Project, approving the mutual termination of Water Purchase Contract between Bexar Metropolitan Water District and City of Cibolo approved by Canyon Regional Water Authority; approving the Partial Short-Term Assignment of Interest in Water Allocation Contract between San Antonio Water System, Springs Hill Water Supply Corporation, Canyon Regional Water Authority, and approved by Guadalupe Blanco River Authority.

(SAWS-DSP)

26. A Resolution approving a Commercial Custom Rebate Agreement with Grand Hyatt San Antonio for the purchase and installation of a laundry water recycle system in an amount not to exceed $90,740.86. Total expenditures: $90,740.86.

(DONOVAN BURTON – KAREN GUZ)

MISCELLANEOUS ITEMS

27. A Resolution awarding a service contract to D.A.D.’s Lawn Services in an amount not to exceed $95,080.00 for the period of January 1, 2016 through December 31, 2016 with the option of three one-year extensions in connection with landscaping and lawn maintenance services for the System’s non-escorted lift stations properties. Total expenditures: $95,080.00.

(JEFF HABY – DANIEL MYERS)
28. A Resolution awarding a service contract to Ace Pipe Cleaning, Inc. in an amount not to exceed $516,857.50 in connection with the Inspection of the Salado to Dos Rios Raw Wastewater Transfer Pipeline Contract. Total expenditures: $516,857.50. (STEVE CLOUSE – JEFF HABY)


30. A Resolution authorizing expenditures to fund the defined benefit feature of the San Antonio Water System Retirement Plan administered by Principal Financial Group from January 1 through December 31, 2015 in an amount not to exceed $7,889,742.00. Total expenditures: $7,889,742.00. (SHARON DE LA GARZA)

31. A Resolution authorizing expenditures to fund the District Special Project Retirement Income Plan administered by Standard Retirement Services, Inc. from January 1 through December 31, 2015 in an amount not to exceed $308,000.00. Total expenditures: $308,000.00. (SHARON DE LA GARZA)

32. A Resolution approving the recommendation of Marsh USA Inc. for insurance coverage for the comprehensive commercial insurance program in an amount not to exceed $1,111,927.00 for the period of January 1, 2016 through December 31, 2016. Total expenditures: $1,111,927.00. (SHARON DE LA GARZA)

33. A Resolution approving the fourth year of a four year contract with various temporary employment agencies in an amount not to exceed $1,012,101.00 for temporary employment services for the period of January 1, 2016 through December 31, 2016. Total expenditures: $1,012,101.00. (SHARON DE LA GARZA)

34. A Resolution approving the fourth year of a four year contract with various temporary employment agencies in an amount not to exceed $1,400,000.00 for Information Systems related positions for temporary employment services for the period of January 1, 2016 through December 31, 2016. Total expenditures: $1,400,000.00. (DOUG EVANSON – MARGARITA HUBBARD)

35. A Resolution approving the expenditure of funds to purchase placement with media outlets and develop advertising materials in an amount not to exceed $272,250.00 in the aggregate from the Public Affairs budget for the period of January 1, 2016 through December 31, 2016. Total expenditures: $272,250.00. (GAVINO RAMOS – ANNE HAYDEN)

36. A Resolution adopting a revision to the Investment Policy of the San Antonio Water System pursuant to the guidelines established in the City of San Antonio’s Ordinance No. 75686 and the provisions of the Public Funds Investment Act. (DOUG EVANSON)

37. A Resolution authorizing a Letter of Engagement with Ruben Barrera of the Law Firm of Langley & Banack, Inc. in an amount not to exceed $165,000.00 to act as Special Counsel to the Board for the 2016 Calendar Year. Total expenditures: $165,000.00. (BERTO GUERRA, JR., CHAIRMAN – DONOVAN BURTON)
Chairman Guerra asked if there were any items in the Consent Agenda that should be pulled for individual discussion or consideration. Items 20, 25 and 30 were pulled for individual discussion.

Mr. McGee made a motion to approve the Consent Agenda Items, Nos. 6 – 37 except for Items 20, 25 and 30. Mr. Arrellano seconded the motion.

Consent Agenda Items, Nos. 6 – 37 except for Items 20, 25 and 30, were unanimously approved. Verbal voting.

Chairman Guerra stated Item 20 would be heard next.

Frances Plocek presented Item 20, the reimbursement to the City of San Antonio in connection with the Callaghan Road: Loop 410 to Spur 421 Project. She reviewed the joint bid process with the City, County, State, and other small municipalities. In the case of the City of San Antonio, SAWS would provide the design and bid items for the City to bid the whole package. Once the bid was awarded, the SAWS portion was broken out of the bid to reimburse the City for the work. The City takes the overall package to City Council with the understanding that SAWS would reimburse the City for their portion of the project. After City Council approved the award, then the item would come to the SAWS Board. The SAWS portion would also include contingencies. Once the project was complete, the bid amount would be reviewed and any necessary reimbursements would be made.

Mr. McGee asked what the benefit was of a joint bid. Ms. Plocek commented that the projects were brought to SAWS normally around 40 to 60 percent during the design phase. The work included road type work or storm drainage that did not take as long to design, and the work was somehow in conflict with SAWS infrastructure. By joint bidding, it may not be the cheapest way to work, but was much faster. It was a benefit to SAWS from the standpoint of how fast it could be turned around, and the bids were very good a lot of times.

Mr. McGee commented that it also created better collaboration between the different entities and to the benefit of everyone that affected by those projects. Ms. Plocek confirmed. She added that for planning purposes SAWS worked with the City by providing areas where there were older pipes that needed some work.

Mr. McGee made a motion to approve Item 20. Ms. Merritt seconded the motion.

After no further discussion, Item 20 was unanimously approved. Verbal voting.

Darren Thompson presented Item 25, the termination of an existing agreement and approval of the Partial Short-Term Assignment of Interest in Water Allocation Contract between SAWS, Springs Hill Water Supply Corporation, Canyon Regional Water Authority, and approved by Guadalupe Blanco River Authority. In 2009, BexarMet, or now the District Special Project (DSP), entered into a water sales agreement with the City of Cibolo. The agreement was through December 2018 for 500 acre-feet of Lake Dunlap water delivered through Canyon Regional Water Authority. There were two pieces to the agreement, a water delivery portion and a pipeline capacity agreement. In late 2014, the City of Cibolo approached SAWS staff seeking early release from the water delivery portion of the agreement due to changes in their water supply requirements. SAWS staff began exploring options with other entities to help accommodate Cibolo’s request. At this time, Springs Hill
Water Supply Corporation approached SAWS staff about an additional 500 acre-feet from that same source. SAWS staff coordinated with the City of Cibolo, Springs Hill Water Supply Corporation, and Canyon Regional Water Authority on the termination of the existing agreement and development of a new Assignment of Interest. The requested action would terminate the existing water purchase contract between the DSP and the City of Cibolo, and approve a new Partial Short-Term Assignment of Interest for an eight-year term beginning in January 2016 through December 2023, between SAWS, the City of Cibolo, Springs Hill Water Supply Corporation, and Canyon Regional Water Authority. This new agreement was a win, win, win for all parties involved. SAWS was relieved of the costs associated with the water delivery and the water capacity of 500 acre-feet, the City of Cibolo was able to retain the pipeline capacity as well as be relieved with 500 acre-feet of the water delivery, and Springs Hill Water Supply Corporation was able to acquire an additional 500 acre-feet of water supply for additional new demands. This agreement showed that entities within the region were able to come together and work out a solution to benefit all involved. Staff recommended approval of the item.

He introduced Robert Herrera, City Manager, City of Cibolo, Tim Fousse, Director of Public Works and Capital Projects, City of Cibolo, and Jeanne Schnuriger, General Manager, Springs Hill Water Supply Corporation. He stated that Mr. Herrera and Ms. Schnuriger would also like to make some comments.

Mr. Herrera thanked the Board for their service. This was a very complex project. Under the leadership of Mr. Puente, Mr. Thompson and Mr. Siebert, the City of Cibolo along with Springs Hill were very successful in putting together a contract that was a win, win, win contract. It spoke highly of SAWS ability to work with some of its smaller entities. And when three political entities come together for a common purpose, good things come out of it. He asked that the Board accept staff’s recommendation.

Jeanne Schnuriger stated that Springs Hill Water Supply Corporation was a very small entity. They were a not-for-profit and were very careful about how resources were spent. She was pleased SAWS released this 500 acre-feet. They did not have to go build pipe or anything to get this 500 acre-feet because they already received about 2,000 acre-feet through the same source. So, it was especially beneficial to Springs Hill Water Supply Corporation, and they appreciated SAWS working with them.

Chairman Guerra thanked Mr. Herrera and Ms. Schnuriger for working with staff and coming to speak to the Board.

Mr. Arrellano made a motion to approve Item 25. Ms. Merritt seconded the motion.

After no further discussion, Item 25 was unanimously approved. Verbal voting.

Sharon De La Garza presented Item 30. She reviewed details regarding the two pension plans offered to employees. One was sponsored by the Texas Municipal Retirement System, and the other was a defined benefit plan sponsored by SAWS and administered by Principal. As with most defined benefit plans, the contributions have risen and fallen with the woes and the triumphs of the stock market. A consultant was hired to review the combined benefit plan. Comparisons to comparable companies were done, with mostly a focus on the City of San Antonio in terms of what their TMRS pension plans provided. The Principal plan was basically restructured to match that more closely to balance the benefit to SAWS employees,
but also to balance the increasing amounts of contributions to the plan. In June last year, the plan was bifurcated. New employees were put into a defined contribution plan. SAWS contributed four percent, and employees contributed three percent. The employees still had the TMRS plan, but the defined contribution plan was a set amount of money. SAWS contributions did not fluctuate with stock market fluctuations. Those employees, who were already in the defined benefit plan, stayed in the defined benefit plan. As of January 2015, employees started to contribute three percent of their pay towards that plan. Valuations were done annually on this plan to determine the contributions for the year, and this was done traditionally in December. The requested action on the agenda was for a $7.9 million contribution. Actually more was contributed last year, almost $10.4 million. A large part of that differential was that employees were now contributing three percent, so it reduced SAWS responsibility. An investment consultant would be used to manage the investments and provide some external advice. The defined benefit plan, which technically was closed and no new employees were going to this plan, had increased in 2013 to 67 percent, in 2014 to 74 percent, and in 2015 it was projected to be 78 percent. In the actuarial study, SAWS contributions could actually end in about ten years for this plan, and that would go towards payment of any remaining obligations on this plan. There had been a lot of progress in terms of the finances of the pension plans, and SAWS had done a good job to make sure the plan was still competitive with comparable employers.

Mr. McGee stated that she answered his questions. He was glad to hear that SAWS was being competitive, fair, and comparing the benefits to other peer groups. He asked if this had an effect on retention and being able to maintain quality employees. Ms. De La Garza confirmed. One of the fears when the defined contribution plan was employed back in June was whether fewer people would apply with SAWS. There really had not been any impact.

Mr. McGee asked if SAWS was able to continue to recruit talented people, despite the change in the plan. Ms. De La Garza confirmed and stated that maintaining the TMRS benefit was some stability in terms of pensions.

Mr. McGee made a motion to approve Item 30. Mr. Arrellano seconded the motion.

After no further discussion, Item 30 was unanimously approved. Verbal voting.

At this point in the meeting an Executive Session was held. The time was 9:55 a.m.

45. The Regular Session of the December 1, 2015, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed below pursuant to Sections 551.071 and 551.076 of the Texas Open Meetings Act.

46. EXECUTIVE SESSION.

A. Consultation with attorneys regarding legal issues related to the award of construction contracts for the C5 Culebra-Castrovile to Laredo and C38 Zamora Creek-San Gabriel to NW23rd Street Project, and the San Antonio River Outfall – 2B Project.

B. Deliberation regarding Security Devices or Security Audits pursuant to Texas Government Code Section 551.076.
The meeting reconvened at 10:27 a.m. The Chairman stated that no decisions were made in Executive Session.

ITEMS FOR INDIVIDUAL CONSIDERATION
CAPITAL IMPROVEMENT CONTRACTS
PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY
Developer Customer Contracts

38. A Resolution approving Utility Service Agreements to provide water and/or wastewater service to the tracts listed below requiring potential oversizing of mains (OVR), and/or are located outside the San Antonio Water System water and/or wastewater Certificate of Convenience and Necessity (CCN). (GENOVEVA GOMEZ – SAM MILLS)

<table>
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<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EarZ / CZ</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
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<td>1</td>
<td>Grosenbacher Tract</td>
<td>Milestone Potranco Development, Ltd.</td>
<td>145.00</td>
<td>625</td>
<td>0</td>
<td>CoSA ETJ Outside</td>
<td></td>
<td>OVR</td>
<td>In</td>
<td>In</td>
</tr>
<tr>
<td>2</td>
<td>Fischer Tract</td>
<td>Richard Fischer</td>
<td>170.52</td>
<td>500</td>
<td>500</td>
<td>CoSA ETJ EARZ</td>
<td></td>
<td>OVR</td>
<td>In</td>
<td>In</td>
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<td></td>
<td><strong>Totals</strong></td>
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<td><strong>315.52</strong></td>
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<td><strong>500</strong></td>
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Sam Mills presented Item 38, the approval of Utility Service Agreements (USA) for the Grosenbacher Tract and the Fischer Tract. He reviewed maps that showed the locations with one on the northeast side and the other on the western side of the service area.

The Grosenbacher Tract was a 145-acre residential tract. The request was for 625 water equivalent dwelling units (EDUs) and no wastewater EDUs. It was located within the City of San Antonio's extraterritorial jurisdiction (ETJ), and was also within SAWS water and wastewater Certificates of Convenience and Necessity (CCN). Oversizing included about 2,600 feet of main from a 12-inch main to a 16-inch main. SAWS share was $208,000.00 and the developer's share was about $267,000.00. For the Risk Category, the tract had an existing USA for sewer service for about 102 of those acres. The developer would be required to come back for a USA for the remaining acreage. The tract was not located over the recharge zone or contributing zones. He reviewed the proposed water infrastructure map for the tract.

The Fischer Tract was located within the City of San Antonio's ETJ, and within SAWS water and wastewater CCNs. The oversizing requirements included a booster station with SAWS share at about $1.6 million and the developer's share at about $255,000.00. Oversizing for a water main from a 12-inch main to a 24-inch main with SAWS share at about $3.2 million and the developer's share at about $1 million. The total oversizing was about $4.8 million for SAWS share and the developer's share was about $1.3 million for a total of $6.1 million total project cost. For the Risk Category, the tract was within the Edwards Aquifer recharge zone, and the developer would pay the $2,060/EDU Special Impact Fee in lieu of the
developer replacing an existing lift station. The Special Impact Fee would go toward a gravity main solution to serve the area. He reviewed the proposed water and wastewater infrastructure maps for the tract.

Staff recommended approval of the USAs for both tracts.

Mr. Arrellano made a motion to approve Item 38. Ms. Merritt seconded the motion.

Chairman Guerra asked if the oversizing or upgrading from a 12-inch main to a 24-inch main was to cover future growth. Mr. Mills confirmed. He stated that the oversizing was a benefit to both SAWS and the developer. The developer’s share of the project cost would be reduced and it would avoid redundant infrastructure in the future.

Mr. McGee inquired about the roads that would be affected by the project for the Fischer Tract. Mr. Mills responded that part of the project was the extension of Evans Road. It was going to be a challenge to actually work along the existing roadways or get easements to build this particular main. There were five different quarries through that area. In this case, there was an existing roadway for a portion of this alignment.

Mayor Taylor inquired about what coordination was done with the City Council offices or neighborhood associations to give people notice on the construction. Mr. Mills replied that when a tract was located in a right-of-way, SAWS would work with that agency, whether it was the City or County or TxDOT. If the work was going to affect right-of-ways along the way, SAWS also met with those HOAs and scheduled appropriate meetings to let them know the overall construction timeframe.

After no further discussion, Item 38 was unanimously approved. Electronic voting.

Water and Sewer Line Improvements

39. A Resolution awarding a construction contract to Spiess Construction Co., Inc. in an amount not to exceed $5,878,431.00 in connection with the C5 Culebra – Castroville to Laredo and C28 Zarzamora Creek – San Gabriel to NW 23rd Street Project and approving construction contingency expenses in an amount not to exceed $294,000.00 for the project work. Total expenditures: $6,172,431.00.

(GENOVEVA GOMEZ – JOE CARRENO)

Mr. Clouse stated the next three individual items for the Board’s consideration were the construction of almost $28 million worth of infrastructure improvements. He gave a brief update on the Sanitary Sewer Overflow (SSO) Reduction Program. In October, staff met with the Environmental Protection Agency in Dallas and gave them an extensive briefing on SAWS compliance with the SSO Consent Decree program. All items in the Consent Decree Program were on track. The biggest challenge was the number of large volume spills. The total number of spills continued to show that the program was working and that the system was improving. There were many highly important and anticipated projects with one big project in at least every sector of the City.

On the sewer side, the projects were part of the Consent Decree Early Action Program and included the San Antonio River Outfall Project 2B and the C_5 & C_28 Phase 1A. On the water side, some much needed improvements to the old BexarMet infrastructure were scheduled for the Southeast Tank and Pump Station. In addition, there was some major work
Lee Perry presented Item 39, the award of construction contract for C_5 & C_28 Phase 1A. The overall C_5 & C_28 project was part of the Early Action Phase Program of the Consent Decree. Phase 1A, 1B, and 2 were part of Early Action Phase 1 to be done by July 2019, and Phase 3 was to be done by July 2020. The overall project would replace approximately six miles of 8-inch to 36-inch mains to proposed sizes of 12-inch to 42-inch. The existing mains were in poor condition and lacked capacity. The construction was to be done by open cut and boring methods. The general location was in the central watershed just west of I-35 and I-10 along Apache Creek. He reviewed a detailed map of the four phases and discussed the details for Phase 1A.

He discussed the bid results. The apparent low bidder was S.J. Louis, who was deemed not a responsible bidder due to past performance issues. Staff was recommending to move forward with the lowest responsible bidder, which was Spiess Construction Company with a bid of $5,878,431.00. Spiess Construction Company was a non-local/SBE small business with total SMWB participation of 100 percent. The design engineer was CP&Y, and the bid was 5.76 percent lower than the engineer's estimate. SAWS engineering would inspect the work. Staff recommended the award of a construction contract to Spiess Construction Company in the amount of $5,878,431.00, and approval of contingency expenses in the amount of $294,000.00.

Mr. Arrellano made a motion to approve Item 39. Ms. Merritt seconded the motion.

Mr. Arrellano inquired about a matrix. Mr. Puente replied that staff was making a recommendation to him regarding the matrix. However, these were low bids, so there was no matrix on these.

After no further discussion, Item 39 was unanimously approved. Electronic voting.

40. **A Resolution awarding a construction contract to Oscar Renda Contracting, Inc. in an amount not to exceed $20,794,250.00 in connection with the San Antonio River Outfall – Project 2B and approving construction contingency expenses in an amount not to exceed $540,000.00 for the project work. Total expenditures: $11,334,250.00.**

(GENOYEVIA GOMEZ – JOE CARRENO)

Mr. Perry presented Item 40, the award of a construction contract for the San Antonio River Outfall - Project 2B. This project was also part of the Consent Decree Early Action Program to be completed by 2018. The overall project, which consisted of three phases, was to replace and rehab 5.7 miles of 48-inch sewer main, and would include replacement of siphons that were in poor condition. The construction methods were open cut, boring, and rehabilitation. For the three phases of the project, SARO 1 was currently under construction, the Southton Road Emergency project was done in 2012, SARO 2A was to be done in 2016, and then SARO 2B was to be done in 2016 to 2017. The project was located southeast of town around Loop 410 and Southton Road. He reviewed a map and photos of the project. Phase 2B would replace 2.4 miles of 48-inch sewer main, which were in poor condition, and also a
section of pipe at the Rilling Road Transfer Station. The construction’s duration was approximately 450 days.

He discussed the bid results. S.J. Louis was the apparent low bidder, but was deemed not a responsible bidder. Staff recommended to move to the lowest responsible bidder, which was Oscar Renda Contracting with a bid of $10,794,250.00. The design engineer was Freese & Nichols, and the bid amount was 7.82 percent less than engineer’s estimate. The total SMWB participation was 11.37 percent. SAWS engineering would inspect the work. Staff recommended the award of the contract to Oscar Renda Contracting in the amount of $10,794,250.00, and approval of contingency funds in the amount of $540,000.00.

Ms. Merritt made a motion to approve Item 40. Ms. Jasso seconded the motion.

Ms. Jasso asked if staff was familiar with this construction company and their work. Mr. Perry confirmed and stated the company was currently constructing the SARO Phase 1 Project.

Ms. Jasso asked how the project would affect traffic along Loop 410 and along South Presa. Mr. Perry replied the project would bore under Loop 410, so it would not affect traffic along Loop 410, but it would affect traffic along Presa and Old Corpus Christi. Staff had traffic control plans and would work with the County and City as far as traffic safety.

After no further discussion, Item 40 was unanimously approved. Electronic voting.

Production, Transmission, and Treatment Improvements

41. A Resolution, concerning both the San Antonio Water System and the District Special Project, awarding a construction contract to Garney Construction, Inc. in an amount not to exceed $10,661,000.00 in connection with the DSP Southeast Tank and Pump Station Project and approving construction contingency expenses in an amount not to exceed $533,000.00 for the project work. Total expenditures: $11,194,000.00. (GENOVEVA GOMEZ – ASHOK KAJI)

Jim Pedraza presented Item 41, the award of construction contract for the Southeast Tank and Pump Station Project. This would be a brand new facility, and was required to increase the reliability and service to the DPS and SAWS customers in far south Bexar County. SAWS acquired a six-acre tract along Loop 1604, and would receive water from the Twin Oaks facility via the Water Resources Integration Program (WRIP) pipeline. It would also be able to receive water from SAWS distribution system, when the WRIP pipeline was not available. He reviewed maps, which showed the pump station in relation to the WRIP pipeline. The new pump station would represent one of the drop off points of the water from the new desal plant, along with a dropoff at the City of Somerset and also at the Medina Water Treatment Plant before it gets to the Old Pearsall Pump Station.

The pump station would be redundancy for the DPS area. Currently, the area only had the water coming out of the Somerset Pump Station. The major components included the 3.5 million gallon ground storage tank, two sets of high service pumps, and piping to connect to the WRIP pipeline to the SAWS and DPS areas. It would have a disinfection system, electrical systems, SCADA controls, buildings for electrical and chemical systems, and civil site work.
The Competitive Seals Proposal method was used to obtain a contractor based on the following criteria: background, experience, and past performance; project approach/team experience; price; and SMWB participation. He reviewed the evaluation matrix for the four proposals received with Garney Companies, Inc. having the best value score of 90. Their bid for this project was $10,661,000, which was below the engineer's estimate of $12,015,000.00. Garney Companies, Inc. was a non-local/non-SMWB, but they would have SMWB participation in the amount of 47.26 percent. The design engineer was Freese & Nichols, Inc. The construction would be complete in 18 months, and SAWS engineering inspection group would do the inspection. Staff recommended the award of the construction contract to Garney Companies, Inc., approval of funds in the amount of $10,661,000.00, and approval of contingencies in the amount of $533,000.00.

Mr. Arrellano made a motion to approve Item 41. Ms. Jasso seconded the motion.

Chairman Guerra commented on the use of contingency funds, and asked staff to watch the budget to try not to use contingency funds. Mr. Puente responded that staff was working to revise how contingencies would be handled in the future.

After no further discussion, Item 41 was unanimously approved. Electronic voting.

42. **President/Chief Executive Officer’s Report.**

A. **Discussion of Rate Adjustment Approval by San Antonio City Council**

Mr. Puente discussed the historic vote of City Council on a two-year rate increase and a five-year water supply rate increase that would essentially help to secure our water future for decades to come. The increase would pay for the Vista Ridge Project and the Desal Project. The Board’s leadership meant a lot to staff when going out into the community and in front of City Council to tell them that our Board unanimously supported our endeavor to get to that point. This was the directive that the Board had given us to move this project forward, and particularly the leadership of the Chairman and the Mayor. As a member of this Board, the Mayor takes the first bullet when it comes to City Council. The community already knew the Mayor was supporting this particular project, and she had been very supportive of SAWS.

Essentially a ten/zero vote, but Councilman Ray Lopez was in Japan doing a trade mission. Even from Japan, he called to congratulate SAWS on our ability to get that vote. This essentially was an affirmation that we were doing the right thing as far as our community was concerned, as far as City Council was concerned, and that we had answered their questions and looked at their concerns. The concerns had changed depending on the Council as Council changed, but this time it was water conservation and affordability. We look forward to reporting back to City Council in June regarding the rate structure, the rate increase, water conservation and affordability. However, as the Council receives questions from their constituents, he asked them to not wait those six months to contact SAWS. This also would allow staff to concentrate on SSOs, concentrate on keeping credit rating high, and concentrate on the delivery of the water.

Chairman Guerra thanked Mayor Taylor, Mr. Puente and staff for their hard work. He commented on the questions he received regarding SAWS when he was out in the community and even when he was traveling about the country. He congratulated the Mayor because others see a community that came together and voted on the future for our children, our grandchildren and generations to come. He discussed SAWS diversified water supply
with the ASR, the desalination plant coming online next October, and the 50,000 acre-feet from Vista Ridge coming from 142 miles away. SAWS had a conservation program in place, and the Mayor made sure everyone understood we are not backing off on conservation. With all those elements put together, our City Council, our Mayor, our Board just completed a historical event. He commended everyone for the hard work, and personally thanked the Mayor for taking ownership of the project and keeping it moving forward.

Mr. McGee commented on Council’s request for SAWS to provide formal transparency about the progress on the Vista Ridge project. He asked that the Board be presented the information so they would know what the formal report would look like. Chairman and Mr. Puente confirmed.

Mr. Puente specifically recognized Mary Bailey for her efforts regarding the rate increase and work she did to move this all forward. Chairman also thanked Ms. Bailey for her hard work, transparency and follow-up to all the questions.

43. BRIEFING SESSION.

A. Briefing and deliberation regarding the Vista Ridge Project

Pedro Almagro addressed the reports about Abengoa and the insolvency procedures in Spain. It was important to clarify that this was not a bankruptcy of Abengoa. This was a process under the Spanish law that allowed Abengoa to restructure debt. He stated Abengoa was commitment to the project and the progress of the project would not be affected.

Chairman Guerra stated he received a call from Chairman Carlos Cosin, and he immediately called the Mayor’s Office to relay the information. He appreciated the open line of communication with Abengoa that started with the process of the publicly posted meetings and negotiations. This gave some level of comfort that this process was a process in Spain to restructure the debt and that it was not going to affect Vista Ridge.

Gene Dawson gave an overview of the project’s progress, since the last board meeting. The State had allocated $384 million in Private Activity Bonds to the project, and Abengoa Vista Ridge (AVR) would move forward to secure those Private Activity Bonds. The right-of-entry process was going well, and was complete on the 477 parcels. There were 11 parcels that had to go to an injunction to allow right-of-entry to the property. Six of those were because the property owners could not be found, and only five property owners were opposed to the project going through their tract.

The environmental surveys were complete on the properties, except for the 11 parcels. The submittals would go to the Corps of Engineers and the U.S. Fish and Wildlife for complete packages for permits this month. Hydrology again remained ahead of schedule. All of the test wells were complete. Two pilot wells were drilled, one in the Carrizo and one in the Simsboro. The Carrizo well was complete. The Simsboro would be pumped through December 15 to complete the analysis.

On the right-of-entries, proposals had been sent out to 94 of the 477 property owners to purchase easements. One of the reasons there have been positive responses from property owners, was the $25 million to be spent on right-of-way. This was the rural parts of Texas, and there was a desire to sell easements for the project. The right-of-way process would be completed before financial close as a requirement of the WTPA.
He reviewed a summary of the financial situation. There was still a strong appetite for the project. Ironically with the news last week from the Abengoa parent company, they were receiving calls from a lot of people who wanted to invest in the project and help it move forward. With a burn rate of about $3.5 million a month, AVR was predicting they would have spent about $44 million of the $80 million required in equity by April.

Chairman Guerra inquired about the statement that financial close was the second quarter of 2016 and whether it meant the project was running behind. Mr. Dawson responded that the technical 18-month date was May 1, 2016 for SAWS to have the ability to lock in the interest rate. AVR was working to get to financial close by May 1.

Mr. McGee asked if the money invested so far was considered as their company debt or debt equity. Mr. Dawson responded that was cash spent on the project and was included in the total cost of the project. It would be considered equity when they go to issue debt. SAWS could decide today that they don’t want to move forward on the project, and SAWS would have to reimburse AVR for the money spent up to that time that a cap of $40 million.

Chairman Guerra asked if the $40 million became part of the $80 million commitment for equity to the project by AVR. Mr. Dawson confirmed.

Mayor Taylor asked Mr. Puente to talk a little more about how SAWS was communicating to the public about the status on the project and the difference between the parent company and AVR. Mr. Puente responded SAWS was trying to get the word out that they were two separate entities. The insolvency issues with Abengoa did not necessarily affect the Vista Ridge Abengoa Project or that company itself. He discussed the types of media used by the Communications Department to get the message out that the project was still moving forward, and that whatever was happening in Spain did not necessarily affect what’s happening here in San Antonio. Mayor Taylor encouraged staff to remain diligent and proactive, and that continued communication was very important. Mr. Puente confirmed.

Ms. Merritt inquired about the timeline for the remaining property owners to receive offers. Mr. Dawson replied that all of the offers should be out to the property owners by the end of the year. The process through the Texas Property Owners Bill of Rights required the physical survey on the property and an appraisal to be combined to make the official offer. They anticipated to get all the offers in by the end of the year, and that would give them until May 1 to negotiate the right-of-way with each of the properties owners.

Tim Skoglund reviewed SAWS efforts on the Vista Ridge Project and the plans for involvement in the project. He discussed the project background that included 18 wells in Burleson County, 140 miles of pipeline, three pump stations, treatment facilities and booster stations. The water would ultimately be delivered to a 10-million gallon storage tank in northern San Antonio. This delivery point was where Abengoa’s responsibilities ended and SAWS’ responsibilities to integrate the water began. The total construction cost estimated for this project was $840 million. There were three phases to the project under the contract: the development phase, financial close, and then the construction phase. The anticipated timeline was about 42 months or around the beginning of 2020. Thirty years of operations put the expiration of the contract right around 2050. All the assets and infrastructure for the project would transfer to SAWS, and continued production of water for an additional 30 years would be available through a contract with the owner of the groundwater leases.
The development and financing phase was in preparation to get to financial close. AVR said they would begin some of the final design before reaching financial close so they could begin breaking ground right away. The design process would happen concurrently with construction work. Multiple construction sites were expected, and at the end of the construction phase, they would performace test and prove the ability of the infrastructure to deliver 50,000 acre-feet of water. Under the commercial operations phase, SAWS would pay all of the O&M expenses. He reviewed the annual budget review process that would be monitored by a budget panel. All of the phases were under the responsibility of AVR, the project company.

He reviewed SAWS’ responsibilities during the different phases. Despite best efforts for conservation, there was going to be an increase in population and a lot more water would be needed. Since SAWS was paying the O&M costs, capital cost decisions would be monitored to make sure those did not negatively impact O&M expenses. At the end of 30 years, SAWS would inherit the infrastructure so it was important want to make sure it was good quality for continued pumping an additional 30 years and even beyond. During the construct phase when most of the design happens, hundreds of specification documents were expected to be submitted for review, along with thousands of drawing sheets that detail how the project would be constructed. Also, there would be inspection of the ongoing construction to monitor quality and conformance with the design documents. Under the operations and maintenance phase, SAWS would be involved in the budget process to make sure costs were substantiated and acceptable. None of these responsibilities were not required in the contract, but were absolutely essential to protect SAWS’ interest in the project. SAWS does not have the staff available to do all of these monitoring and review responsibilities, so a Request For Qualifications was published for an engineering company to help with this function.

He reviewed the things that SAWS was obligated to do under the contract, which included establishing electrical power services. Because of our relationship with CPS Energy, SAWS could negotiate a better rate for power. AVR had made a lot of progress defining the location of the pump stations, the hydraulics, and the pumping power required. The Board wished to wholesale some of the water, and efforts to talk to entities up and down the pipeline have been underway over the last several months. The final and fixed rate would not be available until financial close so more detailed discussions about the terms of the wholesale contract would be had when that time comes. When the water was delivered to San Antonio, AVR’s responsibilities would cease and SAWS would have the obligation to integrate the water into the system.

Andrea Beymer discussed the efforts to integrate the water into the distribution system. This was not a unique issue to Vista Ridge, and had to be looked at for all of the diversified water sources. SAWS systems have largely been a well with sort of a spoke system around it but not a lot of interconnection between the pump stations. In order to move large volumes of water like Vista Ridge, the system had to be built with interconnections. The integration of the Brackish project would bring the water through a pipeline to the western part of the city. For the Vista Ridge water, the central corridor made the most sense in order to have the customer base to absorb as much as 45 MGDs per day. She reviewed a map that outlined the route and discussed the components of the Vista Ridge integration. A new pump station north of 1604 would be built to bring the water to the existing Bitters Station, then the Maltsberger Pump Station, and then down to the Basin Pump Station.
The timing for the work would be dependent upon financial close. About that time, an owner’s representative would be procured. The design-build methodology would be used to develop this project to meet the aggressive schedule within the WTPA. The owner’s representative would be hired to do some preliminary studies. A lot of existing pipe would be used, and it would need to be in good condition to carry this water for 30 plus years. A route analysis would also be done and some new pipe would be built. The owner’s representative would help determine the best way to get it done and the best way to get it constructed in the most efficient manner. Once this was determined, a design-build firm would be hired. This would all have to be done in a total of 39 months within the contract.

Chairman Guerra asked if the pipeline would eventually connect east and west. Ms. Beymer replied that there were plans in place several years into the future that would provide the ability to take this water to the far west.

Mr. McGee inquired about the experience with using design-build on projects. Ms. Beymer responded that design-build had been used on vertical projects, but this would be the first use on horizontal projects. That was why it was imperative a good owner's representative was hired, someone who had done this before on a water project like this.

Ms. Jasso inquired about the use of existing pipe and whether SAWS was looking at doing any of that repurposing now even before financial close. Ms. Beymer replied there were some preliminary routes for the new pipe that were being looked at to connect the new infrastructure and the old. The existing pipe had not started any work yet because the condition of the existing pipe was not known. If the pipe was in great condition and looked like it could last another 30 years, it would be left in place. If the pipe looked like there were concerns, there may be a reason to realign and the routing study would be done.

Ms. Merritt asked if there were any in-house engineers helping to oversee this project. Ms. Beymer replied that Mr. Skoglund was handling the Vista Ridge side, and she was handling the integration side. Moving forward, other staff would be identified to help assist in this effort.

Chairman Guerra inquired about the budget for the integration side of the project and whether it was part of the rate structure in the next five years approved by City Council. Mr. Puente confirmed. SAWS would not spend any significant amounts of money until financial close. Ms. Beymer added that there were plans in the capital improvements program (CIP) for expenditures in 2016 and 2017 for design and construction of integration.

B. Briefing and deliberation regarding the Quarterly Financial Report and Other Financial Matters

Ms. Bailey reviewed SAWS financial results through September 30. There were a lot of challenges with the rainfall that impacted water sales to customers. Net position before capital contribution was ahead of budget, even though revenues were actually down over $23 million from budget. Operating expenses were about $16 million favorable to budget for the nine months. There were some favorable variances in interest and other debt related expenses, which helped to offset the revenue shortfall. In total, net income was slightly favorable to budget.
Once the Bond Ordinance requirements were met, the remaining funds would transfer to the Renewal & Replacement (R&R) Fund. This money would be used to help cash fund the CIP. The 2015 budget was to add $51.1 million to the R&R Fund by the end of the year. Through the end of September, it was about $49.4 million so slightly unfavorable to budget. It was possible the year may finish unfavorable to budget on the line item. If that were to occur, a budget amendment may be brought back to the board in early 2016.

Net position increased by $15 million, more than a ten percent increase. Cash investments were also still doing well and had increased over the last 12 months. The Cash Flows statement through September 30 showed a decrease in operating cash flows due to the shortfall in revenues. Capital expenditures increased about 28 percent as a result of the uptick in activity on the Desalination Plant, as well as the Integration Pipeline. About a third of those capital expenditures were funded with cash and Impact Fees, and the remaining two-thirds was funded with bond proceeds. The financial metrics compared favorably on most of the metrics. The coverage ratios had improved at the Senior Lien level, and it was slightly lower on total debt coverage due to the rain impact on revenues. With some of the things in the 2016 and 2017 rate request, the Total Bonded Debt Coverage Ratio would be improved and would eventually meet the target of 1.7 times by 2019-2020.

At the last board meeting, Trustee McGee had requested a comparison of various financial metrics to other utilities across Texas and the United States as well as analysis of the future cash projections. This analysis was still under review; however, the preliminary results showed very favorable comparisons, particularly on the financial metrics compared with other Texas cities and across the United States.

Ms. Bailey reviewed the financial results for the DSP. Operating revenues were impacted by the rain and were down from budget by about $3.4 million. Operating expenses, which were largely an allocation from SAWS, were favorable to budget by about $2.9 million. However, they were up slightly from the prior year. This had a lot to do with the amount of water that had been available from the Trinity Aquifer, and the contract with WECO to buy water. The DSP was no longer having to buy wholesale water from SAWS. SAWS had to provide a significant amount of water to the DSP customers because the DSP had insufficient water supplies during the significant drought.

Similar to SAWS, the 2015 DSP budget assumed $5.2 million would be added to the R&R Fund. This was expected to decline a little bit as the last three months of the year wrapped up. Again, it was possible that a budget amendment related to the DSP would be brought to the Board in early 2016. The DSP’s Net Position had also improved. Their equity had increased $10.5 million, again about ten percent over the last 12 months, and their Unrestricted Equity was fairly flat. Some of their CIP was cash funded. Although, more debt funding of the CIP had been done in order to improve their cash position. Cash flows were actually higher during this nine months than last year. Payments for CIP increased about $11.6 million, and the majority of that would be funded with bond proceeds in order to strengthen their cash position.

The financial metrics have also improved. The Senior Lien and Total Debt Coverage had improved significantly since the end of last year. The DSP Bond Ordinance calculated debt coverage a little differently than SAWS. The DSP was able to include Impact Fees. When SAWS and the DSP merge in 2016, the Impact Fees would not be included in the Debt Coverage Ratio. Days Cash on Hand had increased. It was still below where SAWS was,
but it was getting closer. The DSP should not have a negative impact on SAWS overall total cash metrics when they merge in 2016.

Phyllis Garcia gave a briefing over the Quarterly Investment Report as required by the Texas Public Funds Investment Act. As of the end of the quarter, SAWS had investments totaling approximately $815 million. SAWS received approximately $1.3 million in interest during the quarter, and the portfolio's yield was 0.23 percent. The portfolio was primarily invested in U.S. Government Agency Securities in the form of Coupon Notes and Discount Notes, followed by Money Market Mutual Funds, where bond proceeds from the Texas Water Development Board were held as well as invested in Treasury bonds. The portfolio was invested in a diversified number of issuers, with no more than 35 percent invested in any one issuer to provide diversity of funds.

She compared the investment portfolio performance to the six-month and one-year Treasury benchmark. The portfolio was favorable to the six-month Treasury, and slightly unfavorable to the one-year Treasury. The average maturity of the portfolio was 114 days that was slightly lower than the one-year Treasury note. The Yield Curve for short-term interest rates from three months to five years continued to be near historic lows. Although the Fed may raise interest rates in the near future, the rates would still be low even with an increase and it would be slow and gradual over the next several years.

As required by SAWS Investment Policy, the deposits at the general depository bank must be collateralized. SAWS continued to use earnings credit provided by Frost Bank to offset bank fees. In summary, SAWS Investment Portfolio was in compliance with the Investment Policy. All investment transactions were made in accordance with investment strategies in the order of priority: legality, safety, liquidity, diversification, and yield.

SAWS would continue to maintain a separate Investment Portfolio for the DSP until integration in early 2016. All of the DSP cash was invested in the Local Government Investment Cooperative (LOGIC) investment pool. At the end of the quarter, approximately $63 million was invested and earned approximately $20,000.00 with an overall yield of 14 basis points. Those funds were invested in LOGIC, and was in compliance with the Texas Public Funds Investment Act. Its primary goals were safety, liquidity, and yield.

44. Inquiries of the Board of Trustees for future briefings and/or follow-up action.

Ms. Jasso commented on Ms. Bailey's presentation on rates to the South Chamber. She also congratulated Ms. Bailey on being selected and representing SAWS at Leadership San Antonio. Chairman Guerra thanked Trustee Jasso for sharing and congratulated Ms. Bailey.

48. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF DECEMBER 1, 2015, IS HEREBY ADJOURNED.

The San Antonio Water System Board of Trustees Meeting of December 1, 2015, adjourned at 12:05 p.m.

Berto Guerra, Jr., Chairman
ATTEST:

__________________________________
Ernesto Arrellano, Jr., Secretary
The attached resolution accepts bids and awards contracts for services, equipment and supplies as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Number of Contracts</th>
<th>Estimated Amount</th>
<th>Year-to-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A.</strong> Award of New One Time Purchases of Materials, Equipment or Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(December 2014)</td>
<td>1</td>
<td>83,952.00</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>83,952.00</td>
<td>206,696.42</td>
</tr>
<tr>
<td></td>
<td>2</td>
<td>83,952.00</td>
<td>206,696.42</td>
</tr>
<tr>
<td><strong>B.</strong> Award of New and Renewal of Annual Goods &amp; Services Requirements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contracts and Maintenance Agreements (December 2014)</td>
<td>7</td>
<td>587,000.84</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>182,352.20</td>
<td>4,602,259.77</td>
</tr>
<tr>
<td></td>
<td>8</td>
<td>$670,952.84</td>
<td>21</td>
</tr>
<tr>
<td></td>
<td>4</td>
<td>$266,304.20</td>
<td>4,808,956.19</td>
</tr>
<tr>
<td></td>
<td>$4.808,956.19</td>
<td>$2,353,174.43</td>
<td></td>
</tr>
</tbody>
</table>

SMWB Purchasing Contracts (percentage)                                           | 50.00%              | 39.69%             | 47.62%                |
                                                                                   | 50.00%              | 39.69%             | 48.93%                |

Approved:  

Robert R. Puente  
President/Chief Executive Officer

Reviewed:  

Marisol V. Robles  
SMWB Program Manager

Yvonne C. Torres, Director  
Purchasing Division
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING BIDS AND AWARDING CONTRACTS FOR THE PROCUREMENT OF CERTAIN SERVICES, EQUIPMENT, MATERIALS AND SUPPLIES; AUTHORIZING EXPENDITURES TO PROCURE THE SAID SERVICES, EQUIPMENT, MATERIALS AND SUPPLIES; AUTHORIZING THE DIRECTOR OF THE PURCHASING DIVISION, OR HER DESIGNEE, TO EXECUTE DOCUMENTS RELATED THERETO; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Director of the Purchasing Division of the San Antonio Water System (the "System") has recommended certain bids be accepted, that certain contracts be awarded, and that certain other actions be taken to procure services, equipment, materials and supplies which are necessary for the operation of the System; and

WHEREAS, the said recommendations are fully set out in "Attachment I" which is attached hereto and made a part hereof, and said recommendations have been approved by the System’s President/Chief Executive Officer; and

WHEREAS, the appropriate bidding procedures regarding the procurement of goods and services have been adhered to in the compiling of the attached recommendations, as reflected in administrative records supporting this resolution; and

WHEREAS, funds are available in the System’s budget to pay for the required services, equipment, materials and supplies; and

WHEREAS, the Board of Trustees of the San Antonio Water System desires (i) to accept the bids and award the contracts as recommended, (ii) to authorize from available funds of the System the expenditures necessary to carry out the recommended procurements, and (iii) to authorize the Director of the Purchasing Division or her designee to execute all contracts and other documents necessary to carry out the recommended procurements; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the bids are accepted and the contracts are awarded for procurement of the services, equipment, materials and supplies listed in Attachment I, as recommended by the Director of the Purchasing Division.

2. That the expenditure of the necessary funds from the appropriate budget fund of the System for the procurement of the said services, equipment, materials and supplies is hereby authorized.
3. That the Director of the Purchasing Division, or her designee, is hereby authorized to notify bidders of the acceptance of bids, to execute contracts and other documents, and to carry out all other actions necessary to procure the said services, equipment, materials and supplies.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this the 9th day of February, 2016.

Berto Guerra, Jr., Chairman

ATTEST:

Ernesto Arrellano, Jr., Secretary
Award of New One Time Purchases of Materials, Equipment or Services

A. The following items will establish price and delivery for the one time purchase of Materials, Equipment and Services. These items are included in the current budget. Payment will be made from the applicable fund.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>ITEM NO(s.)</th>
<th>ESTIMATED TOTAL PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TEQSYS, Inc.</td>
<td>Symantec Enterprise Vault File Governance &amp; Implementation</td>
<td>All</td>
<td>$83,952.00</td>
<td>This is a one time purchase. This contract will be utilized to provide for Veritas (Symantec) Enterprise Vault and File Governance that will allow SAWS to analyze approximately 30 Terabytes of data on the H: and I: network drives to determine what needs to be kept and what can be deleted to free up storage.</td>
</tr>
</tbody>
</table>

*Indicates vendor is an SMWB, unless otherwise noted vendor is non minority. Board Date: February 9, 2016
Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements

B. The following items will establish estimated quantities, unit price and delivery for the Service and Supply Contracts and their extensions. These items are included in the current budget. Payment will be made from the applicable fund. Estimated annual purchase is based on unit price bid; actual total and quantities, may vary from the estimate.

<table>
<thead>
<tr>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>ITEM NO(s.)</th>
<th>TOTAL PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Brycomm, LLC</td>
<td>Annual Contract for Fiber Cabling and Pulling Service</td>
<td>All</td>
<td>$ 56,100.00</td>
<td>This is a new contract. This contract will be utilized to provide for the installation of category 6e, 5e, 3 and fiber optics cabling in cubicle modules and walls at all SAWS locations; moves, additions and changes of network cabling at all locations; and installation of fiber optics cable in the data center and or data closets at all locations. This contract will be effective Date of Award (February 9, 2016) through February 1, 2017. If determined that an extension is favorable to System, price and service considered the award includes the availability of four (4) additional one-year options to extend as provided for and approved in future year's budgets.</td>
</tr>
<tr>
<td>2. Cox Utility Services</td>
<td>Annual Contract for Underground and Utility Locate Services</td>
<td>All</td>
<td>$225,680.00</td>
<td>This is a new contract. This contract will be utilized to provide services to locate and mark SAWS underground water, recycle and sewer facilities. This contract will be effective Date of Award (February 9, 2016) through December 31, 2016. If determined that an extension is favorable to System, price and service considered, the award includes the availability of five (5) additional one-year options to extend as provided for and approved in future year's budgets.</td>
</tr>
<tr>
<td>3. Safety Supply, Inc. (SBE)</td>
<td>Annual Contract for Rubber Safety Boots &amp; Rubber Hip Boots</td>
<td>All</td>
<td>$ 56,868.50</td>
<td>This is a new contract. This contract will be utilized to wear protective boots to be worn by SAWS Employees in accordance with their job classification and job duties. This contract will be effective Date of Award (February 9, 2016) through December 31, 2016. If determined that an extension is favorable to System, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for and approved in future year's budgets.</td>
</tr>
</tbody>
</table>

*Indicates vendor is an SMWB unless otherwise noted vendor is non minority.

Board Date: February 9, 2016
<table>
<thead>
<tr>
<th>B.</th>
<th>VENDOR</th>
<th>DESCRIPTION</th>
<th>ITEM NO(s.)</th>
<th>TOTAL PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.</td>
<td>HD Supply Waterworks, Ltd.</td>
<td>Annual Contract for Hardeners</td>
<td>All</td>
<td>$72,868.64</td>
<td>This is an extension of an existing contract. This contract will be utilized for the purchase of Hardeners for an as needed basis to seal pipe joints when doing repairs. Base bid and first extension total $72,868.64. HD Supply Waterworks, Ltd. Has performed well during the contract period. This contract extension will be effective Date of Award (February 9, 2016) through December 31, 2016. If determined that an extension is favorable to the System, price and service considered, the award includes the availability of two (2) additional one-year options to extend as provided for, and approved for in future years budgets.</td>
</tr>
<tr>
<td>5.</td>
<td>TexDoor, Ltd. (SBE)</td>
<td>Overhead Door Repair Parts and Service</td>
<td>All</td>
<td>$74,236.70</td>
<td>This is an extension of an existing contract. This contract will be utilized to provide preventative maintenance, repair parts and service to maintain and/or repair existing overhead doors utilized on various System facilities. Base bid, first and second year extension total through March 31, 2017 is $74,236.70. TexDoor, Ltd. has performed well during the contract period. This contract extension will be effective April 1, 2016 through March 31, 2017. If determined that an extension is favorable to the System, price and service considered, the award includes the availability of one (1) additional one-year options to extend as provided for, and approved for in future years budgets.</td>
</tr>
</tbody>
</table>

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### B. VENDOR

**6. One Call Concepts, Inc. dba Lone Star 811**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ITEM NO(s.)</th>
<th>TOTAL PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Contract for One-Call Notification Center Services (City of Fort Worth Contract, RFP No. 14-0146) Bid No. 15-15137</td>
<td>All</td>
<td>$ 50,000.00</td>
<td>This is a new contract. SAWS will be riding a contract established and awarded by the City of Fort Worth. Service is to include notification for digging to find service line for water, sewer and recycle utility. SAWS has no history for data usage &amp; have estimated annual usage at 100,000 calls or $50,000.00. This contract will be effective Date of Award (February 9, 2016) through August 12, 2016. If determined that an extension is favorable to System, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for and approved in future year's budgets.</td>
</tr>
</tbody>
</table>

**7. The Office Pal (SBE)**

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>ITEM NO(s.)</th>
<th>TOTAL PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>HP Printer Ink, Toner &amp; Printer Supplies Original Equipment Manufacturer Bid No. 15-3053A</td>
<td>All</td>
<td>$ 51,247.00</td>
<td>This is a new contract. This contract will be utilized to provide for the supply of original HP, Canon, Brother and Lexmark Ink, Toner and Printer Supplies in support of multiple SAWS locations. This contract will be effective Date of Award (February 9, 2016) through January 31, 2017. If determined that an extension is favorable to System, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for and approved in future years budgets.</td>
</tr>
</tbody>
</table>

$ 587,000.84

*Indicates vendor is an SMWB unless otherwise noted vendor is non minority.
# SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

## TABULATION OF BIDS

**PROPOSAL**: Symantec Enterprise Vault File Governance & Implementation

**FOR**:

**TIME & DATE**: 3:00 p.m., October 1, 2015

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>SYMC Enterprise Vault File Governance 11.0 WIN Per User Bndl Multi Prod Lic Gov Band S</td>
<td>31.72</td>
<td>57,096.00</td>
</tr>
<tr>
<td>1,800 ea.</td>
<td>Mfr. Part #L29XWZF0-ZZZGS</td>
<td>9.92</td>
<td>17,856.00</td>
</tr>
<tr>
<td>2.</td>
<td>SYMC Enterprise Vault File Governance 11.0 WIN Per User Multi Prod Bndl Initial Essential 12 Months Gov Band S</td>
<td>9.00</td>
<td>12,500.00</td>
</tr>
<tr>
<td>1 Lot</td>
<td>Mfr. Part #L29XWZZO-E11GS</td>
<td>9,92</td>
<td>18,882.00</td>
</tr>
</tbody>
</table>

**TOTAL**

| TOTAL | 83,952.00 | 93,464.00 |

**TERMS**

| Net | 30 days | 10 days |
| 2%  |         |

**DELIVERY DAYS**

| 2 days | 70 days |

*LOW BIDDER*

**BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:**

- Agilet Solutions, Ltd.
- Carahsoft Technology Corporation
- CDW-G
- Computer Solutions
- Conventus Corporation
- Creative Breakthroughs, Inc.
- Globalnet
- Insight Public Sector
- Intuitive Technology
- Nvacoast, Inc.
- Persys Solutions, Inc.
- ShI Government Solutions
- Sigma Solutions
- Sirius Computer Solutions
- Softex, Inc.
- Taorda Solutions
- Teqsys, Inc.
- Zones, Inc.

[SAWS Website](#)

[Demandstar](#)
### SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**
**SAN ANTONIO, TEXAS 78298-2449**

#### TABULATION OF BIDS

**PROPOSAL:** Annual Contract for Fiber Cabling & Pulling Service  
**(February 2, 2016 through February 1, 2017)**

**DATE:** 3:00 p.m., December 8, 2015

**TIME & PLACE:**
- 3:00 p.m., December 8, 2015

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>BASE YEAR: 02 FEB 16 - 01 FEB 17</th>
<th>EXTENSION 1: 02 FEB 17 - 01 FEB 18</th>
<th>EXTENSION 2: 02 FEB 18 - 01 FEB 19</th>
</tr>
</thead>
<tbody>
<tr>
<td>22867</td>
<td>Cable Pulling/Helper, Regular Hours, Item #22867</td>
<td><strong>PRICE</strong></td>
<td><strong>PRICE</strong></td>
<td><strong>PRICE</strong></td>
</tr>
<tr>
<td></td>
<td>PER HOUR</td>
<td>29.00</td>
<td>29.87</td>
<td>30.77</td>
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<td></td>
<td></td>
<td>29,000.00</td>
<td>29,870.00</td>
<td>30,770.00</td>
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<tr>
<td>22868</td>
<td>Cable Pulling/Lead Tech, Regular Hours, Item #22868</td>
<td><strong>PRICE</strong></td>
<td><strong>PRICE</strong></td>
<td><strong>PRICE</strong></td>
</tr>
<tr>
<td></td>
<td>PER HOUR</td>
<td>36.00</td>
<td>37.08</td>
<td>38.19</td>
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<tr>
<td></td>
<td></td>
<td>36,000.00</td>
<td>37,080.00</td>
<td>38,190.00</td>
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<tr>
<td>30873</td>
<td>Cable Pulling/Helper, After Business Hours, Item #30873</td>
<td><strong>PRICE</strong></td>
<td><strong>PRICE</strong></td>
<td><strong>PRICE</strong></td>
</tr>
<tr>
<td></td>
<td>PER HOUR</td>
<td>31.90</td>
<td>32.86</td>
<td>40.79</td>
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<tr>
<td></td>
<td></td>
<td>3,190.00</td>
<td>3,286.00</td>
<td>4,079.00</td>
</tr>
<tr>
<td>30874</td>
<td>Cable Pulling/Lead Tech, After Business Hours, Item #30874</td>
<td><strong>PRICE</strong></td>
<td><strong>PRICE</strong></td>
<td><strong>PRICE</strong></td>
</tr>
<tr>
<td></td>
<td>PER HOUR</td>
<td>39.60</td>
<td>40.79</td>
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<td></td>
<td></td>
<td>3,960.00</td>
<td>4,079.00</td>
<td>2,008.80</td>
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<tr>
<td>30875</td>
<td>Core Drilling (if needed) Per Core, Item #30875</td>
<td><strong>PRICE</strong></td>
<td><strong>PRICE</strong></td>
<td><strong>PRICE</strong></td>
</tr>
<tr>
<td></td>
<td>PER CORE</td>
<td>65.00</td>
<td>66.96</td>
<td>2,008.80</td>
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<tr>
<td></td>
<td></td>
<td>600.00</td>
<td>600.00</td>
<td>18,000.00</td>
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<tr>
<td></td>
<td></td>
<td>1,950.00</td>
<td>2,008.80</td>
<td>9,000.00</td>
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<tr>
<td></td>
<td><strong>GRAND TOTAL</strong></td>
<td><strong>65,100.00</strong></td>
<td><strong>63,950.00</strong></td>
<td><strong>222,375.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>EXTENSION 1 TOTAL</strong></td>
<td><strong>57,783.80</strong></td>
<td><strong>65,750.00</strong></td>
<td><strong>222,375.00</strong></td>
</tr>
<tr>
<td></td>
<td><strong>EXTENSION 2 TOTAL</strong></td>
<td><strong>57,783.80</strong></td>
<td><strong>65,750.00</strong></td>
<td><strong>222,375.00</strong></td>
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</tbody>
</table>
## SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**  
SAN ANTONIO, TEXAS 78298-2449

### TABULATION OF BIDS

**PROPOSAL**  
Annual Contract for Fiber Cabling & Pulling Service  
(Feb 2, 2016 through Feb 1, 2017)

**TIME & DATE**  
3:00 p.m., December 8, 2015

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>PRICE PER HOUR</th>
<th>PRICE PER CORE</th>
<th>EXTENSION 1 TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 hrs.</td>
<td>Cable Pulling/Lead Tech, After Business Hours, Item #30874</td>
<td>42.01</td>
<td>4,201.00</td>
<td>213.75</td>
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<tr>
<td>30 ea.</td>
<td>Core Drilling (if needed) Per Core, Item #30875</td>
<td>68.96</td>
<td>2,068.80</td>
<td>300.00</td>
</tr>
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<td>EXTENSION 2 TOTAL</td>
<td></td>
<td>59,518.80</td>
<td>67,550.00</td>
<td>222,375.00</td>
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<td>EXTENSION 3: 02 FEB 19 - 01 FEB 20</td>
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<td>1,000 hrs.</td>
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<td>31,690.00</td>
<td>105,000.00</td>
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<td>500 hrs.</td>
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<td>19,670.00</td>
<td>71,250.00</td>
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<td>100 hrs.</td>
<td>Cable Pulling/Helper, After Business Hours, Item #30873</td>
<td>39.86</td>
<td>3,485.00</td>
<td>157,500.00</td>
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<tr>
<td>100 hrs.</td>
<td>Cable Pulling/Lead Tech, After Business Hours, Item #30874</td>
<td>43.27</td>
<td>4,327.00</td>
<td>21,375.00</td>
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<td>30 ea.</td>
<td>Core Drilling (if needed) Per Core, Item #30875</td>
<td>71.03</td>
<td>2,130.90</td>
<td>300.00</td>
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<td>EXTENSION 3 TOTAL</td>
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<td>61,303.90</td>
<td>69,350.00</td>
<td>222,375.00</td>
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<td>EXTENSION 4: 02 FEB 20 - 01 FEB 21</td>
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<td>1,000 hrs.</td>
<td>Cable Pulling/Helper, Regular Hours, Item #22867</td>
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<td>32,640.00</td>
<td>105,000.00</td>
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<tr>
<td>500 hrs.</td>
<td>Cable Pulling/Lead Tech, Regular Hours, Item #22868</td>
<td>40.52</td>
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<td>71,250.00</td>
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<tr>
<td>100 hrs.</td>
<td>Cable Pulling/Helper, After Business Hours, Item #30873</td>
<td>35.90</td>
<td>3,590.00</td>
<td>157,500.00</td>
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<tr>
<td>100 hrs.</td>
<td>Cable Pulling/Lead Tech, After Business Hours, Item #30874</td>
<td>44.57</td>
<td>4,457.00</td>
<td>21,375.00</td>
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</table>
**SAN ANTONIO WATER SYSTEM**  
**P. O. BOX 2449**  
**SAN ANTONIO, TEXAS 78298-2449**

**TABULATION OF BIDS**

**FOR:** Annual Contract for Fiber Cabling & Pulling Service  
(February 2, 2016 through February 1, 2017)

**DATE:** 3:00 p.m., December 8, 2015

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>PRICE PER CORE</th>
<th>EXTENSION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 ea. Core Drilling (if needed) Per Core, Item #30875</td>
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<td>73.16</td>
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<td>2,194.80</td>
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<td></td>
<td></td>
<td>600.00</td>
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<td>300.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>18,000.00</td>
<td></td>
<td>9,000.00</td>
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<tr>
<td></td>
<td>EXTENSION 4 TOTAL</td>
<td>63,141.80</td>
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<td></td>
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<tr>
<td></td>
<td>GRAND TOTAL (BASE, EXT 1, EXT 2, EXT 3, EXT 4)</td>
<td>71,150.00</td>
<td>222,375.00</td>
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<tr>
<td></td>
<td>TOTAL</td>
<td>297,848.30</td>
<td>1,111,875.00</td>
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</table>

**Terms**

- Net: 1%  
- 30 days: 2%  
- 15 days: 2%

**Delivery Days**

- 15 days

*LOW BIDDER*

**BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:**

8aelectrict  
Accu-Tech  
ACI  
Acicabling  
ACM Hub  
Artecom Associates, Inc.  
Arteomtx  
Bcomm Constructors Inc.  
Brycomm, LLC  
Capital Electrical  
Cdi-Tech  
Collier Svcs  
Consolidated Electrical Distributors  
Hts-TX  
JC Communications  
Marquie Comm  
Maxcell  
Multilinksecurity  
Nu Control Security  
OC&D  
Rx-Tech  
SLM  
Tex-Tel Solutions Inc.  
Trace Tech  
Venteve  
Via Technology  
Zachrycorp  
Demandstar  
SAWS Website
# SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**
SAN ANTONIO, TEXAS 78298-2449

**TABULATION OF BIDS**

**PROPOSAL** Annual Contract for Underground and Utility Locate Services

**FOR**

**TIME & DATE** (January 1, 2016 through December 31, 2016)

**DATE** 3:00 p.m., December 10, 2015

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,000 ea.</td>
<td>Locate Tickets: Water, Sewer and Recycle (minimum of 500 ft per ticket)</td>
</tr>
<tr>
<td>1,000 ea.</td>
<td>Emergency Locate Ticket: Water, Sewer and Recycle (minimum of 500 ft per ticket)</td>
</tr>
<tr>
<td>6,000 ea.</td>
<td>Project Locate: (Locate taking longer than 1 hour)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>6,080.00</td>
<td>17.36</td>
<td>17,360.00</td>
</tr>
<tr>
<td>52,080.00</td>
<td>8.68</td>
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</tr>
<tr>
<td>312,000.00</td>
<td>52.00</td>
<td>312,000.00</td>
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</table>

<table>
<thead>
<tr>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
</tr>
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<tr>
<td>3</td>
</tr>
<tr>
<td>4</td>
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<tr>
<td>5</td>
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**TOTAL** 225,680.00

<table>
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<th>EXTENSION</th>
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<tbody>
<tr>
<td>10 days</td>
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<tr>
<td>30 days</td>
</tr>
</tbody>
</table>

**3%**

**Net**

**30 days**

**LOW BIDDER**

**BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:**

- Cox Utility Services
- Fuguary
- Global GPR
- GP Radar
- J2 Locating
- Olaimeter DPG, LLC
- USIC Inc.

- Demandstar
- SAWS Website
## SAN ANTONIO WATER SYSTEM

**Annual Contract for Rubber Safety Boots & Rubber Hip Boots**

**January 1, 2016 through December 31, 2016**

**Date:** January 7, 2016

**投标单位:**

<table>
<thead>
<tr>
<th>GROUP 1</th>
<th>RUBBER SAFETY BOOTS</th>
<th></th>
<th>GROUP 2</th>
<th>RUBBER HIP BOOTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIT</td>
<td>PRICE</td>
<td>TOTAL</td>
<td>UNIT</td>
<td>PRICE</td>
</tr>
<tr>
<td>50 pairs</td>
<td>50 pairs</td>
<td>50 pairs</td>
<td>50 pairs</td>
<td>50 pairs</td>
</tr>
<tr>
<td>1</td>
<td>Rubber Safety Boots, per specifications or approved equal for sizes from 6-13</td>
<td>Onguard #86312</td>
<td>Lacrosse #24009043</td>
<td>Onguard #86312</td>
</tr>
<tr>
<td>2</td>
<td>Rubber Safety Boots, per specifications or approved equal for size over 13</td>
<td>Onguard #86312</td>
<td>Lacrosse #24009043</td>
<td>Onguard #86312</td>
</tr>
</tbody>
</table>

**Grand Total (Groups 1 & 2):**

<table>
<thead>
<tr>
<th>GROUP 1</th>
<th>RUBBER SAFETY BOOTS</th>
<th></th>
<th>GROUP 2</th>
<th>RUBBER HIP BOOTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIT</td>
<td>PRICE</td>
<td>TOTAL</td>
<td>UNIT</td>
<td>PRICE</td>
</tr>
<tr>
<td>50 pairs</td>
<td>50 pairs</td>
<td>50 pairs</td>
<td>50 pairs</td>
<td>50 pairs</td>
</tr>
<tr>
<td>1</td>
<td>Rubber Safety Boots, per specifications or approved equal for sizes from 6-13</td>
<td>Onguard #86312</td>
<td>Lacrosse #24009043</td>
<td>Onguard #86312</td>
</tr>
<tr>
<td>2</td>
<td>Rubber Safety Boots, per specifications or approved equal for size over 13</td>
<td>Onguard #86312</td>
<td>Lacrosse #24009043</td>
<td>Onguard #86312</td>
</tr>
</tbody>
</table>

**Sub Total for Group 1:**

<table>
<thead>
<tr>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>500 pairs</td>
<td>19.85</td>
<td>9,925.00</td>
</tr>
<tr>
<td>50 pairs</td>
<td>33.38</td>
<td>1,669.00</td>
</tr>
</tbody>
</table>

**Sub Total for Group 2:**

<table>
<thead>
<tr>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>800 pairs</td>
<td>19.85</td>
<td>15,880.00</td>
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<tr>
<td>80 pairs</td>
<td>33.38</td>
<td>2,670.00</td>
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**Final Total:**

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<tr>
<th>GROUP 1</th>
<th>RUBBER SAFETY BOOTS</th>
<th></th>
<th>GROUP 2</th>
<th>RUBBER HIP BOOTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIT</td>
<td>PRICE</td>
<td>TOTAL</td>
<td>UNIT</td>
<td>PRICE</td>
</tr>
<tr>
<td>500 pairs</td>
<td>19.85</td>
<td>9,925.00</td>
<td>800 pairs</td>
<td>19.85</td>
</tr>
<tr>
<td>50 pairs</td>
<td>33.38</td>
<td>1,669.00</td>
<td>80 pairs</td>
<td>33.38</td>
</tr>
</tbody>
</table>

**Notice of Award:**

Dated: January 7, 2016
## SAN ANTONIO WATER SYSTEM
**P. O. BOX 2449**  
**SAN ANTONIO, TEXAS 78298-2449**  
**TABULATION OF BIDS**

<table>
<thead>
<tr>
<th>GROUP</th>
<th>DESCRIPTION</th>
<th>APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Rubber Hip Boots</td>
<td>800 pairs</td>
<td>55.03</td>
<td>44,024.00</td>
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<tr>
<td></td>
<td></td>
<td>3. Rubber Hip Boots, per specifications or approved equal for sizes from 6-13</td>
<td>62.32</td>
<td>49,836.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4. Rubber Hip Boots, per specifications or approved equal for size over 13</td>
<td>3.116</td>
<td>3,883.50</td>
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<td>SUB TOTAL FOR GROUP 2</td>
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<td>67,957.50</td>
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<td>10,175.00</td>
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<td>2,120.50</td>
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<td></td>
<td>50 pairs</td>
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<td>SUB TOTAL FOR GROUP 1</td>
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<td>2.</td>
<td>Rubber Hip Boots</td>
<td>800 pairs</td>
<td>62.32</td>
<td>49,836.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3. Rubber Hip Boots, per specifications or approved equal for sizes from 6-13</td>
<td>61,016.00</td>
<td>63,960.00</td>
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**GRAND TOTAL (GROUPS 1 & 2)**

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<th>TOTAL</th>
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<td>58,300.00</td>
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**SUB TOTAL FOR GROUP 1**

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<th>TOTAL</th>
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<tbody>
<tr>
<td>11,594.00</td>
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**SUB TOTAL FOR GROUP 2**

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<th>TOTAL</th>
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<tbody>
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<td>46,706.00</td>
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**GRAND TOTAL (GROUPS 1 & 2)**

<table>
<thead>
<tr>
<th>TOTAL</th>
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<tbody>
<tr>
<td>95,430.00</td>
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**TABLE OF BIDS**

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<th>#24009091</th>
<th>#86056</th>
<th>#86312</th>
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<tbody>
<tr>
<td>Mfg. Quoting</td>
<td>LaCrosse</td>
<td>Onguard</td>
<td>Onguard</td>
<td>Onguard</td>
</tr>
<tr>
<td>SUB TOTAL FOR GROUP 1</td>
<td>11,594.00</td>
<td>12,364.00</td>
<td>21,725.50</td>
<td>27,472.50</td>
</tr>
<tr>
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<td>64,899.50</td>
<td>67,957.50</td>
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<td>GRAND TOTAL (GROUPS 1 &amp; 2)</td>
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<td>65,336.00</td>
<td>86,625.00</td>
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<td>------</td>
<td>-------</td>
<td>-------</td>
</tr>
<tr>
<td>4</td>
<td>Rubber Hip Boots, per specifications or approved equal for size over 13</td>
<td>Mfg. Quoting</td>
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<td>SUB TOTAL FOR GROUP 2</td>
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<td>GROUP 1</td>
<td>RUBBER SAFETY BOOTS</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Rubber Safety Boots, per specifications or approved equal for sizes from 6-13</td>
<td>Mfg. Quoting</td>
<td>Onguard</td>
<td>34.98</td>
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<tr>
<td>2</td>
<td>Rubber Safety Boots, per specifications or approved equal for size over 13</td>
<td>Mfg. Quoting</td>
<td>La Crosse</td>
<td>50.00</td>
</tr>
<tr>
<td></td>
<td>SUB TOTAL FOR GROUP 1</td>
<td></td>
<td></td>
<td>19,990.00</td>
</tr>
<tr>
<td>GROUP 2</td>
<td>RUBBER HIP BOOTS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Rubber Hip Boots, per specifications or approved equal for sizes from 6-13</td>
<td>Mfg. Quoting</td>
<td>Onguard</td>
<td>77.99</td>
</tr>
<tr>
<td>4</td>
<td>Rubber Hip Boots, per specifications or approved equal for size over 13</td>
<td>Mfg. Quoting</td>
<td>La Crosse</td>
<td>80.36</td>
</tr>
<tr>
<td></td>
<td>SUB TOTAL FOR GROUP 2</td>
<td></td>
<td></td>
<td>81,610.00</td>
</tr>
<tr>
<td>GRAND TOTAL (GROUPS 1 &amp; 2)</td>
<td></td>
<td></td>
<td></td>
<td>101,600.00</td>
</tr>
</tbody>
</table>
## SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

### TABULATION OF BIDS

**PROPOSAL**

**FOR:**

Rubber Safety Boots & Rubber Hip Boots

**TIME & DATE:**

(January 1, 2016 through December 31, 2016)

3:00 p.m., December 7, 2015

**ITEM NO.**

**DESCRIPTION AND APPROXIMATE QUANTITY**

<table>
<thead>
<tr>
<th>FIRST YEAR TOTAL</th>
<th>TOTAL</th>
<th>63,369.50</th>
<th>83,825.00</th>
<th>89,530.00</th>
<th>89,890.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXTENSION 1</td>
<td>58,300.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXTENSION 2</td>
<td>59,763.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXTENSION 3</td>
<td>61,258.50</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terms</td>
<td>2%</td>
<td>Net</td>
<td>Net</td>
<td>Net</td>
<td>Net</td>
</tr>
<tr>
<td>Delivery</td>
<td>10 days</td>
<td>30 days</td>
<td>30 days</td>
<td>30 days</td>
<td>30 days</td>
</tr>
</tbody>
</table>

*LOW BIDDER*

**BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:**

<table>
<thead>
<tr>
<th>Airgas</th>
<th>McMaster</th>
<th>Wesco</th>
<th>Demandstar</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ala corp</td>
<td>Meister Supply Co.</td>
<td>Wise Safety &amp; Environmental</td>
<td>SAWSG Website</td>
</tr>
<tr>
<td>Alamo Iron Works</td>
<td>MSC Industrial Supply</td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Safe Industries</td>
<td>Orr Safety</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Baytech Supply</td>
<td>Royall Matthiessen</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Border Construction Specialties</td>
<td>Safety Conney</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fastenal</td>
<td>Safety Shoe Distributors</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Furball Wear LLC</td>
<td>Safety Supply Inc.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gil’s Boots, Inc.</td>
<td>Saf-T-Glove</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hagmeyer</td>
<td>San Antonio Lighthouse for the Blind</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Henry Frank Wholesale</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

### Note:

- The document contains a tabulation of bids for annual contracts on rubber safety boots and rubber hip boots.
- The bids are categorized under three extensions with terms and delivery details.
- The low bidder is indicated with a footnote.
- Bids are invited through emails or pickup by various suppliers.
SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
TABULATION OF BIDS  

Annual Contract for Hardeners  

FOR:  
ME& (January 1, 2015 through December 31, 2015)  

DATE:  
3:00 p.m., December 29, 2014  

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>PRICE/ MONTH</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1,600</td>
<td>(5 gallon pails) Hydraulic Cement</td>
<td>24.16</td>
<td>38,656.00</td>
</tr>
<tr>
<td>200</td>
<td>(5 gallon pails) Plastic Sewer Joint (Sewer Compound)</td>
<td>33.05</td>
<td>6,610.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>45,266.00</td>
</tr>
</tbody>
</table>

EXTENSION 1  
45,266.00  

EXTENSION 2  
45,266.00  

EXTENSION 3  
45,266.00  

Terms  
Net  
30 days  

Delivery Days  
10-14 days  

*LOW BIDDER  

BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:  

Act Pipe  
Bay Tech Inc.  
Corix  
Ferguson  
Fortiline  
HD Supply Waterworks, Ltd.  
Mapa Distributors  
Morrison Supply  
Techline Pipe  

Demandstar  
SAWS Website
# SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**  
**SAN ANTONIO, TEXAS 78298-2449**

## TABULATION OF BIDS

**PROPOSAL FOR:**  
Annual Contract for Overhead Door Repair Parts and Service  
(April 1, 2014 through March 31, 2015)

**TIME & DATE:**  
3:00 p.m., March 11, 2014

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Labor rate 7:00 AM - 4:00 PM Monday-Friday, Lawson No. 28519</td>
<td>$200.00</td>
<td>$13,000.00</td>
</tr>
<tr>
<td>2.</td>
<td>Labor Rate After 4:00 PM, Lawson No. 28520</td>
<td>$60.00</td>
<td>$5,340.00</td>
</tr>
<tr>
<td>3.</td>
<td>Trip Charge Round Trip Vehicle</td>
<td>$24 each</td>
<td>$960.00</td>
</tr>
</tbody>
</table>

Sub Total for Group 1: $18,340.00

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Miscellaneous Parts</td>
<td>$18,340.00</td>
<td>$18,340.00</td>
</tr>
</tbody>
</table>

Sub Total for Group 2: $18,340.00

**GRAND TOTAL (Groups 1 & 2):** $30,340.00

**EXTENSION 1:** $30,340.00

**EXTENSION 2:** $30,340.00

**EXTENSION 3:** $30,340.00

**Terms:**  
Net 30 days

**Delivery Days:**  
2-3 stk.

---

*LOW BIDDER*

**BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:**

AAA Door Service  
Alamo Door Systems  
Hill Country Overhead Door  
Hollywood Crawford  
Maverick Garage Doors, Inc.  
Southern Dock  
Tex-Door

<table>
<thead>
<tr>
<th>BID</th>
<th>Low Bidder</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>AAA Door Service</td>
</tr>
</tbody>
</table>

| BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY: | SAW Website |
This is a new contract. SAWS will be riding contract established and award by City of Fort Worth. Service is to include notification for digging to find service line for water, sewer and recycle utility. SAWS has no history for data usage and have estimated annual usage at 100,000 calls or $50,000.00.

This contract will be for the purchase of 811 call services. Presently SAWS maintains over 5,300 miles of water mains and 5,300 miles of sewer mains within a 1,250 square mile area. Protecting the infrastructure from damages caused by excavation and construction activity is essential to public health and safety. Damage of one water transmission main could disrupt services for thousands of customers, and necessitate a boil water notice and causing several hundred thousand dollars of property damage.

The San Antonio area has a large amount of excavation and construction activity and with the introduction of Google Fiber that is expected to increase. Excavators are often unaware of the extent of SAWS underground infrastructure, and utilizing a one call services is the only way for contractors and others to be fully informed of that activity.

Established under the Underground Facility Damage Prevention and Safety Act (Texas Utilities Codes Title 5, Chapter 251), a one call excavation safety and underground facility damage prevention notification system is designed to provide excavators with the capability of making only one call prior to excavation, whereby all subscribing utility companies with underground lines in the area receive notice of the planned excavation. The utility operator is then given the opportunity to physically locate and mark the approximate location of its underground lines to help the excavator avoid accidental damage to our existing infrastructure.

### Group 1 – One Call Notification Center Services

<table>
<thead>
<tr>
<th>Description</th>
<th>UOM</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SmartCover®</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Voice Notification Non-Emergencies</td>
<td>EA</td>
<td>100,000</td>
<td>$.50</td>
<td>$50,000.00</td>
</tr>
<tr>
<td>2. Voice Notification Emergencies</td>
<td>EA</td>
<td></td>
<td>$ N/C</td>
<td>$ N/C</td>
</tr>
<tr>
<td>3. Research Service Request</td>
<td>EA</td>
<td></td>
<td>$ N/C</td>
<td>$ N/C</td>
</tr>
<tr>
<td>4. Ticket Management System Reports</td>
<td>EA</td>
<td></td>
<td>$ N/C</td>
<td>$ N/C</td>
</tr>
</tbody>
</table>

Sub Total Group 1 $50,000.00
<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
<th>Column 5</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data 1</td>
<td>Data 2</td>
<td>Data 3</td>
<td>Data 4</td>
<td>Data 5</td>
</tr>
<tr>
<td>Data 6</td>
<td>Data 7</td>
<td>Data 8</td>
<td>Data 9</td>
<td>Data 10</td>
</tr>
<tr>
<td>Data 11</td>
<td>Data 12</td>
<td>Data 13</td>
<td>Data 14</td>
<td>Data 15</td>
</tr>
<tr>
<td>Data 16</td>
<td>Data 17</td>
<td>Data 18</td>
<td>Data 19</td>
<td>Data 20</td>
</tr>
<tr>
<td>Data 21</td>
<td>Data 22</td>
<td>Data 23</td>
<td>Data 24</td>
<td>Data 25</td>
</tr>
<tr>
<td>Data 26</td>
<td>Data 27</td>
<td>Data 28</td>
<td>Data 29</td>
<td>Data 30</td>
</tr>
<tr>
<td>Data 31</td>
<td>Data 32</td>
<td>Data 33</td>
<td>Data 34</td>
<td>Data 35</td>
</tr>
<tr>
<td>Data 36</td>
<td>Data 37</td>
<td>Data 38</td>
<td>Data 39</td>
<td>Data 40</td>
</tr>
<tr>
<td>Data 41</td>
<td>Data 42</td>
<td>Data 43</td>
<td>Data 44</td>
<td>Data 45</td>
</tr>
<tr>
<td>Data 46</td>
<td>Data 47</td>
<td>Data 48</td>
<td>Data 49</td>
<td>Data 50</td>
</tr>
</tbody>
</table>

Note: The table continues with more data rows.
TO: San Antonio Water System Board of Trustees

FROM: Parviz Chavol, P.E., Senior Director, Production and Treatment Operations
       and Jeffrey J. Haby, P.E. Vice President, Production and Treatment

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AWARD OF A CONSTRUCTION CONTRACT FOR THE DOS RIOS
CHLORINE CONTACT BASIN SCUM WELL REHABILITATION PROJECT

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $371,000.00 to MGC
Contractors, Inc., a local, non-SMWB owned business enterprise, in connection with the Dos Rios
Chlorine Contact Basin Scum Well Rehabilitation Project.

- The Dos Rios Water Recycling Center was commissioned in 1987 and continues to operate
  with much of its original equipment. The core unit process at the plant is the activated
  sludge system, which consists of two stages of aeration and clarification.

- The Dos Rios Chlorine Contact Basin Scum Well Rehabilitation Project consists of
demolishing and replacing the pumps, piping, valves, and electrical controls in the two
scum removal pump stations located on either side of the two chlorine contact basins.

- The Dos Rios Chlorine Contact Basin Scum Well Rehabilitation Project was advertised for
bids on November 2, 2015, with sealed bids returned on November 24, 2015. Based on
evaluation of the returned bids, MGC Contractors, Inc. submitted the low responsive bid
of $371,000.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The construction cost for the Dos Rios Chlorine Contact Basin Scum Well Rehabilitation Project
is budgeted in the 2015 Capital Improvements Program under Wastewater Core Business,
Treatment R&R Category, Dos Rios Chlorine Contact Basin Scum Well Rehabilitation Project.
The Project Fund will finance the total amount of $371,000.00. The SAWS Job Number is 15-6504.
SUPPLEMENTARY COMMENTS:

An Invitation for Bid was issued on November 2, 2015. A bid opening was held on November 24, 2015 at 2:00 P.M. The following bids were received:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>LOCAL/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer’s Estimate</td>
<td>$370,000.00</td>
<td></td>
</tr>
<tr>
<td><em>MGC Contractors, Inc.</em></td>
<td>$371,000.00</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Black Castle General Contractors</td>
<td>$496,600.00</td>
<td>Local/Non-SMWB</td>
</tr>
</tbody>
</table>

*Lowest responsible bid

The contract allows 240 calendar days for the completion of the work.

The bid represents a .3% increase from the estimated construction cost.

Parviz Chavol, P.E.  
Senior Director  
Production and Treatment Operations

Jeffrey F. Haby, P.E.  
Vice President  
Production and Treatment Operations

APPROVED:

Robert R. Puente  
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE BID OF MGC CONTRACTORS, INC. IN THE AMOUNT OF $371,000.00 FOR THE CONSTRUCTION OF THE DOS RIOS CHLORINE CONTACT BASIN SCUM WELL REHABILITATION PROJECT; AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $371,000.00 TO MGC CONTRACTORS, INC. IN CONNECTION WITH THE DOS RIOS CHLORINE CONTACT BASIN SCUM WELL REHABILITATION PROJECT; APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $371,000.00 FOR THE PROJECT WORK; AUTHORIZING TOTAL EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $371,000.00 FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONTRACT WITH MGC CONTRACTORS, INC AND TO PAY MGC CONTRACTORS, INC. THE AMOUNT OF $371,000.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Dos Rios Water Recycling Center was commissioned in 1987 and continues to operate with much of its original equipment, including the fine bubble diffuser system in Second Stage Aeration, which is the core of the plant’s activated sludge system; and

WHEREAS, the Dos Rios Chlorine Contact Basin Scum Well Rehabilitation Project consists of demolishing and replacing the pumps, piping, valves, and electrical controls in the two scum removal pump stations located on either side of the two chlorine contact basins; and

WHEREAS, the San Antonio Water System (the “System”) solicited bids for the project work by advertising for bids on November 2, 2015, and receiving returned sealed bids on November 24, 2015; and

WHEREAS, MGC Contractors, Inc., a local, non-SMWB owned business enterprise, submitted a bid of $371,000.00 for the project work, and this bid is determined to be the lowest responsible bid; and
WHEREAS, the total amount not to exceed $371,000.00 is available from the System's Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept the bid of MGC Contractors, Inc. for a construction contract in the amount of $371,000.00 in connection with the Dos Rios Chlorine Contact Basin Scum Well Rehabilitation Project, (ii) to award a construction contract in the amount of $371,000.00 to MGC Contractors, Inc. in connection with the Dos Rios Chlorine Contact Basin Scum Well Rehabilitation Project, (iii) to approve the expenditure of System funds in the amount of $371,000.00 for the project work, (iv) to make available a total amount not to exceed $371,000.00 from the System’s Project Fund for the project work, and (v) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a contract with MGC Contractors, Inc. and to pay the amount of $371,000.00 to MGC Contractors, Inc. for the project work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the bid of MGC Contractors Inc. in the amount of $371,000.00 for the project work in connection with the Dos Rios Chlorine Contact Basin Scum Well Rehabilitation Project is hereby accepted.

2. That the contract is hereby awarded to MGC Contractors, Inc. in the amount of $371,000.00 for the project work in connection with the Dos Rios Chlorine Contact Basin Scum Well Rehabilitation Project.

3. That the expenditure of System funds in the amount of $371,000.00 for the project work is hereby approved.

4. That a total amount not to exceed $371,000.00 for the project work is hereby made available and is to be expended from the System's Project Fund.

5. That the System’s President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a contract with MGC Contractors, Inc. for the project work and to pay the amount of $371,000.00 to MGC Contractors, Inc. for the project work in connection with the Dos Rios Chlorine Contact Basin Scum Well Rehabilitation Project.

6. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

7. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid, or ineffective.
8. This resolution becomes effective immediately upon its passage.

**PASSED AND APPROVED** this 9th day of February, 2016.

__________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________
Ernesto Arrellano, Jr., Secretary
AGENDA ITEM NO. 8

TO: San Antonio Water System Board of Trustees

FROM: Kathleen M. Price, P.E., Interim-Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE LIFT STATION ELIMINATION PHASE II (LIFT STATION #217) PROJECT

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $415,595.00 to D. Guerra Construction, LLC, a local MBE-Hispanic firm, in connection with the Lift Station Elimination Phase II (Lift Station #217) Project. This project is located in Council District 7.

- The contract that is the subject of the attached resolution will authorize work that is required by the Consent Decree between the San Antonio Water System, the United States of America, and the State of Texas that was lodged in the United States District Court for the Western District of Texas on July 23, 2013.

- The Lift Station Elimination Phase II (Lift Station #217) Project consists of construction of approximately 1,200 linear feet of 8-inch and approximately 275 linear feet of 24-inch sanitary sewer main along with the decommissioning of Lift Station #217.

- D. Guerra Construction, LLC, has submitted the low responsible bid of $415,595.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2016 Capital Improvement Program. This project is included in the Wastewater Core Business budget line item. The total amount is $415,595.00 for sewer related construction work under job number 09-2507.

SUPPLEMENTARY COMMENTS:

Kimley-Horn and Associates, Inc., prepared the plans and specifications for this project under their professional services contract. The engineer’s estimated construction cost was $417,000.00.
A bid opening was held on December 30, 2015 at 10:30 AM. Seven firms responded to the request for bids. The following bids were submitted:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>LOCAL/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>D. Guerra Construction, LLC*</td>
<td>$415,595.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$417,000.00</td>
<td></td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.</td>
<td>$420,935.00</td>
<td>Non-Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Atlas Construction, Inc.</td>
<td>$437,840.00</td>
<td>Non-Local/MBE-Hispanic</td>
</tr>
<tr>
<td>R.L. Jones, LP</td>
<td>$446,369.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Wauters Engineering, LLC</td>
<td>$446,747.51</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td>$585,227.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Spiess Construction Co., Inc.</td>
<td>$629,853.00</td>
<td>Non-Local/SBE</td>
</tr>
</tbody>
</table>

*Low Responsible Bidder

The bid amount represents a .34 percent decrease from the estimated construction cost.
This contract has 180 days for construction completion.

Kathleen M. Price, P.E.
Interim-Director
Pipelines

Genoveva G. Gomez, P.E.
Vice President
Engineering and Construction

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE BID OF D. GUERRA CONSTRUCTION, LLC, IN THE AMOUNT OF $415,595.00 IN CONNECTION WITH THE LIFT STATION ELIMINATION PHASE II (LIFT STATION #217) PROJECT; AWARDING A CONTRACT TO D. GUERRA CONSTRUCTION, LLC, IN THE AMOUNT OF $415,595.00 FOR THE PROJECT WORK; APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $415,595.00 FOR THE PROJECT WORK; APPROVING TOTAL EXPENDITURES AND MAKING AVAILABLE AN AMOUNT NOT TO EXCEED $415,595.00 FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH D. GUERRA CONSTRUCTION, LLC, AND TO PAY D. GUERRA CONSTRUCTION, LLC AN AMOUNT NOT TO EXCEED $415,595.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) is undertaking the Lift Station Elimination Phase II (Lift Station #217) Project (the “Project”); and

WHEREAS, the project includes the construction of approximately 1,200 linear feet of 8-inch and 275 linear feet of 24-inch along with the decommissioning of Lift Station #217; and

WHEREAS, the System has solicited bids for the project work; and

WHEREAS, D. Guerra, Construction, LLC, a local MBE-Hispanic firm, is now declared the lowest responsible bidder and has submitted the low responsible bid of $415,595.00 for the project work; and

WHEREAS, System funds in the amount of $415,595.00 are required for the project work; and

WHEREAS, the total amount of $415,595.00 is available from the System’s Project Fund for the project work; and


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WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept the bid of D. Guerra Construction, LLC, in the amount of $415,595.00 for the project work in connection with the Lift Station Elimination Phase II (Lift Station #217) Project, (ii) to award a construction contract to D. Guerra Construction, LLC, in the amount $415,595.00 for the project work, (iii) to approve the expenditure of System funds in an amount of $415,595.00 for the project work, (iv) to approve a total expenditure and make available an amount not to exceed $415,595.00 from the System’s Project Fund for the project work, and (v) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a contract with D. Guerra Construction, LLC, and to pay D. Guerra Construction, LLC, an amount not to exceed $415,595.00 for the project work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the bid of D. Guerra Construction, LLC, in the amount of $415,595.00 for the project work in connection with the Lift Station Elimination Phase II (Lift Station #217) Project is hereby accepted.

2. That a construction contract in the amount of $415,595.00 for the project work is hereby awarded to D. Guerra Construction, LLC.

3. That the expenditure of System funds in the amount of $415,595.00 for the project work is hereby authorized and approved.

4. That a total sum not to exceed $415,595.00 for the project work is hereby made available and is to be expended from the System’s Project Fund.

5. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a contract with D. Guerra Construction, LLC, for the project work and to pay an amount not to exceed $415,595.00 to D. Guerra Construction LLC, for the project work in connection with the Lift Station Elimination Phase II (Lift Station #217) Project.

6. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public, and that the public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

7. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.
8. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees

FROM: Ashok S. Kaji, P.E., Director, Plants and Major Projects, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AUTHORIZATION CONCERNING THE DISTRICT SPECIAL PROJECT FOR AWARD OF A CONSTRUCTION CONTRACT FOR THE SALADO PUMP STATION TO STONE OAK WATER MAIN PROJECT

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution relates to the District Special Project (DSP) and award of a construction contract in the amount of $671,500.00 to Pronto Sandblasting & Coating & Oil Field Services Co. Inc., a local, SMWB (MBE-Hispanic and SBE) firm, in connection with the Salado Pump Station to Stone Oak Water Main Project (the “project”).

- The Salado Pump Station facility, located west of Stone Oak development and within Rogers Ranch Subdivision in the north side of San Antonio, provides Edwards Aquifer water and Trinity Aquifer water delivered by the Water Exploration Company, Ltd. (WECo). The station serves service level 8 located south of 1604 in the north central part of the City but it is not connected to the Stone Oak area.

- The San Antonio Water System (the “System”) has experienced difficulty serving the Stone Oak area (service level 1295) during the summer peak demand. It is of high importance to deliver additional capacity to Stone Oak during this period.

- The Salado Pump Station has a limited and temporary pump capacity to provide water to the Stone Oak area but is not connected to the distribution system.

- The project work consists of the installation of approximately 1,900 linear feet of 12-inch and 24-inch water main, a pressure reducing valve, air release valve, and other water related appurtenances. The work shall connect to service level 1295 and provide additional water capacity. A permanent booster station will be designed and installed by 2017.

- Bids for the construction of this priority project have been solicited and Pronto Sandblasting & Coating & Oil Field Services Co. Inc. has submitted a low responsible bid of $671,500.00.

Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

The construction expense of $671,500.00 will be funded by the District Special Project Fund in the 2014 District Special Project Capital Improvement Program, Salado Pump Station to Stone Oak Water Main Project. The job number for this project is 14-6102.

SUPPLEMENTARY COMMENTS:

Urgent procurement process to select a responsible bid was utilized for this work. The System received bids from the following companies:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>LOCAL/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer’s Estimate</td>
<td>$599,000.00</td>
<td></td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co. Inc.*</td>
<td>$671,500.00</td>
<td>Local/MBE Hispanic</td>
</tr>
<tr>
<td>R.L. Jones, L.P.</td>
<td>$729,000.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Spiess Construction</td>
<td>$750,528.00</td>
<td>Non-Local/SBE</td>
</tr>
<tr>
<td>Qro-Mex Construction, Inc.</td>
<td>$886,880.00</td>
<td>Non-Local/MBE Hispanic</td>
</tr>
<tr>
<td>Atlas Construction, Corp.</td>
<td>Non-Responsive</td>
<td></td>
</tr>
</tbody>
</table>

*Low Responsible Bid

The contract allows 75 calendar days for the completion of the work.

Pronto Sandblasting & Coating & Oil-Field Services Co. Inc. has proposed to subcontract 22.19% of the work to SMWB firms.

<table>
<thead>
<tr>
<th>SMWB ANALYSIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
</tr>
<tr>
<td>MBE - African American</td>
</tr>
<tr>
<td>MBE - Asian</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
</tr>
<tr>
<td>MBE - Other</td>
</tr>
<tr>
<td>WBE - Minority</td>
</tr>
<tr>
<td>WBE - Non-Minority</td>
</tr>
<tr>
<td>SMWB Total</td>
</tr>
</tbody>
</table>
Award of Construction Contract
Salado Pump Station to Stone Oak Water Main Project

APPROVED:

Ashok S. Kaji, P.E.
Director
Plants and Major Projects

Genoveva G. Gomez, P.E.
Vice President
Engineering and Construction

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, CONCERNING THE DISTRICT SPECIAL PROJECT, ACCEPTING THE BID OF PRONTO SANDBLASTING & COATING & OIL FIELD SERVICES CO. INC., IN THE AMOUNT OF $671,500.00 FOR THE CONSTRUCTION OF THE SALADO PUMP STATION TO STONE OAK WATER MAIN PROJECT; AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $671,500.00 TO PRONTO SANDBLASTING & COATING & OIL FIELD SERVICES CO. INC., FOR THE PROJECT WORK; TO AUTHORIZE DISTRICT SPECIAL PROJECT FUNDS IN AN AMOUNT NOT TO EXCEED $671,500.00; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONTRACT WITH PRONTO SANDBLASTING & COATING & OIL FIELD SERVICES CO. INC., AND TO PAY PRONTO SANDBLASTING & COATING & OIL FIELD SERVICES CO. INC., THE AMOUNT OF $671,500.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System’s (the “System”) District Special Project (the “DSP”) was created by the City Council of the City of San Antonio (the “City”) on October 20, 2011, pursuant to Ordinance No. 2011-10-20-0845, and this action is related to, and consistent with that Ordinance; and

WHEREAS, the Salado Pump Station facility, located west of Stone Oak development and within Rogers Ranch Subdivision in the north side of San Antonio, provides Edwards Aquifer water and Trinity Aquifer water delivered by the Water Exploration Company, Ltd. (WECo). The station serves service level 8 located south of 1604 in the north central part of the City but it is not connected to the Stone Oak area; and

WHEREAS, the System has experienced difficulty serving the Stone Oak area (service level 1295) during the summer peak demand. It is of high importance to deliver additional capacity to Stone Oak during this period; and

WHEREAS, the Salado Pump Station has a limited and temporary pump capacity to provide water to Stone Oak area but is not connected to the distribution system; and

WHEREAS, the project work consists of the installation of approximately 1,900

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linear feet of 12-inch and 24-inch water main, a pressure reducing valve, air release valve, and other water related appurtenances. The work shall connect to service level 1295 and provide additional water capacity. A permanent booster station will be designed and installed by 2017; and

WHEREAS, bids for the construction of this priority project have been solicited and Pronto Sandblasting & Coating & Oil Field Services Co. Inc. has submitted a low responsible bid of $671,500.00; and

WHEREAS, the San Antonio Water System’s Board of Trustees desires (i) to accept the bid of Pronto Sandblasting & Coating & Oil Field Services Co. Inc., for a construction contract in the amount of $671,500.00 in connection with the Salado Pump Station to Stone Oak Water Main Project, (ii) to award a construction contract in the amount of $671,500.00 to Pronto Sandblasting & Coating & Oil Field Services Co. Inc., for the project work, (iii) to authorize District Special Project Funds in an amount not to exceed $671,500.00 for the project work, (iv) to make available a total amount of $671,500.00 from the District Special Project Fund for the project work expenses, (v) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a contract with Pronto Sandblasting & Coating & Oil Field Services Co. Inc., and to pay Pronto Sandblasting & Coating & Oil Field Services Co. Inc. the amount of $671,500.00 for the project work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES CONCERNING THE DISTRICT SPECIAL PROJECT:

1. That the proposal of Pronto Sandblasting & Coating & Oil Field Services Co. Inc., in the amount of $671,500.00 for the project work in connection with the Salado Pump Station to Stone Oak Water Main Project is hereby accepted.

2. That a construction contract in the amount of $671,500.00 for the project work is hereby awarded to Pronto Sandblasting & Coating & Oil Field Services Co. Inc..

3. That the expenditure of District Special Project Funds in the amount of $671,500.00 for the project work is hereby approved.

4. That a total sum not to exceed $671,500.00 for the project work expenses is hereby made available and is to be expended from the District Special Project Fund.

5. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a standard contract for general construction with Pronto Sandblasting & Coating & Oil Field Services Co. Inc., for the project work and to pay the amount of $671,500.00 to Pronto Sandblasting & Coating & Oil Field Services Co. Inc., for the project work in connection with the Salado Pump Station to Stone Oak Water Main Project.

6. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.
7. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

8. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

______________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees

FROM: Ashok S. Kaji, P.E., Director, Plants and Major Projects, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: APPROVAL OF RECAPITULATION CHANGE ORDER NO. 3 IN CONNECTION WITH THE DSP WATER PRODUCTION FACILITY UPGRADES PROJECT

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution relates to the District Special Project (the “DSP”) and approves Recapitulation Change Order No. 3 in the decreased amount of $127,220.37 to be credited to the construction contract with Lambda Construction, Ltd., in connection with the DSP Water Production Facility Upgrades Project (the “project”). It further returns the balance of the construction contingency funds in the amount of $175,000.00 for a total amount of $302,220.37 to the DSP Project Fund and closes the contract.

- The 2013 Capital Improvement Program included the construction of the DSP Water Production Facility Upgrades Project. This project includes the rehabilitation of four DSP facilities.

- The four DSP facilities are located in the City of Castle Hills (Wottlin Pump Station), the City of Hill Country Village (Blackhawk Pump Station), and the City of San Antonio (Midcrown and Pitluk Pump Stations).

- The project is listed in an agreement approved by the San Antonio Water System (the “System”) Board of Trustees on April 2, 2013, under Resolution No. 13-0108 with the Edwards Aquifer Authority that requires the installation of the water well flow meters to be completed by December 31, 2014.

- The Agreement required that on or before December 31, 2014, the System must complete installation of or make modifications to meters on wells that account for 90 percent of the DSP’s average annual water production. The Agreement also required all remaining wells subject to this Agreement be metered by December 31, 2016.

- The System’s Board of Trustees, by Resolution No. 13-373 adopted December 3, 2013, awarded a construction contract for the Project to Lambda Construction, Ltd., for $3,485,000.00 and an additional $175,000.00 for construction contingency expenses.
Approval of Recapitulation Change Order No. 3
DSP Water Production Facility Upgrades Project

- All work on this project has been completed and this final change order is necessary to reflect actual quantities.

- This Recapitulation Change Order No. 3 proposes to return $127,220.37 to the DSP’s Project Fund. It further returns the remaining contingency funds of $175,000.00 for a total of $302,220.37 to the DSP’s Project Fund and closes the contract.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The revised authorization for this project is as follows:

<table>
<thead>
<tr>
<th></th>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract:</strong></td>
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<tr>
<td>Original Contract Amount</td>
<td>$3,485,000.00</td>
</tr>
<tr>
<td>Change Order Nos. 1 and 2</td>
<td>0.00</td>
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<tr>
<td>Proposed Recapitulation Change</td>
<td>(127,220.37)</td>
</tr>
<tr>
<td>Order No. 3</td>
<td></td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$3,357,779.63</td>
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<tr>
<td><strong>Contingency:</strong></td>
<td></td>
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<tr>
<td>Original Contingency Amount</td>
<td>$175,000.00</td>
</tr>
<tr>
<td>Change Order Nos. 1 through 2</td>
<td>0.00</td>
</tr>
<tr>
<td>Remaining Contingency Amount</td>
<td>$175,000.00</td>
</tr>
<tr>
<td><strong>Balance Returned:</strong></td>
<td></td>
</tr>
<tr>
<td>Proposed Recapitulation Change</td>
<td>$127,220.37</td>
</tr>
<tr>
<td>Order No. 3</td>
<td></td>
</tr>
<tr>
<td>Remaining Contingency Amount</td>
<td>175,000.00</td>
</tr>
<tr>
<td><strong>Total Remaining Balance Returned</strong></td>
<td><strong>$302,220.37</strong></td>
</tr>
</tbody>
</table>

SUPPLEMENTARY COMMENTS:

Change Order No. 1 issued April 7, 2015, was a change order for the training of Control Room Operators, testing of local and remote operation of the system, investigation of electrical faults for well facilities functionality, installation of new chlorine scales, and associated controls and instrumentation at DSP Blackhawk Pump Station for SCADA implementation. This change order was issued payment from contract line item and resulted as a $0.00 change order.

Change Order No. 2 issued August 5, 2015, was for the removal of 12” spool pieces and 90 degree elbows from the existing flush lines at each of the well sites located at Blackhawk Pump Station. This change order was issued payment from contract line item and resulted as a $0.00 change order.

Change Order No. 3 reflects no change in the original contract cost for the project.
Approval of Recapitulation Change Order No. 3
DSP Water Production Facility Upgrades Project

APPROVED:

Ashok S. Kaji, P.E.
Director
Plants and Major Projects

Genoveva G. Gomez, P.E.
Vice President
Engineering and Construction

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map – Wottlin Pump Station
3. Project Site Map – Blackhawk Pump Station
4. Project Site Map – Midcrown Pump Station
5. Project Site Map – Pitluk Pump Station
SAN ANTONIO WATER SYSTEM
PROJECT SITE MAP
ATTACHMENT IV

MIDCROWN PS
PROJECT SITE

MIDCROWN DR

CASTLE YARD

CASTLE BROOK

CASTLE LAKE

CASTLE RUN DR

DSP WATER PRODUCTION FACILITY
UPGRADES PROJECT

LEGEND

PROJECT LIMITS
RESOLUTION NO

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, CONCERNING THE DISTRICT SPECIAL PROJECT, APPROVING THE RECAPITULATION CHANGE ORDER NO. 3 IN THE DECREASED AMOUNT OF $127,220.37 TO THE CONSTRUCTION CONTRACT WITH LAMBDA CONSTRUCTION, LTD., IN CONNECTION WITH THE DSP WATER PRODUCTION FACILITY UPGRADES PROJECT; RETURNING THE AMOUNT OF $127,220.37 AND THE CONSTRUCTION CONTINGENCY AMOUNT OF $175,000.00 FOR A TOTAL DECREASED AMOUNT OF $302,220.37 TO THE DISTRICT SPECIAL PROJECT’S PROJECT FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE RECAPITULATION CHANGE ORDER NO. 3 AND CLOSES THE CONTRACT WITH LAMBDA CONSTRUCTION, LTD.; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the 2013 Capital Improvement Program included the construction of the DSP Water Production Facility Upgrades Project. This project includes the rehabilitation of four District Special Project (“DSP”) facilities; and

WHEREAS, the four DSP facilities are located in the City of Castle Hills (Wottlin Pump Station), the City of Hill Country Village (Blackhawk Pump Station), and the City of San Antonio (Midcrown and Pitluk Pump Stations); and

WHEREAS, the project is listed in an agreement approved by the San Antonio Water System (the “System”) Board of Trustees on April 2, 2013, under Resolution No. 13-0108 with the Edwards Aquifer Authority that requires the installation of the water well flow meters to be completed by December 31, 2014; and

WHEREAS, the Agreement required that on or before December 31, 2014, the System must complete installation of or make modifications to meters on wells that account for 90 percent of the DSP’s average annual water production. The Agreement also required all remaining wells subject to this Agreement be metered by December 31, 2016; and
WHEREAS, the System’s Board of Trustees, by Resolution No. 13-373 adopted December 3, 2013, awarded a construction contract for the Project to Lambda Construction, Ltd., for $3,485,000.00 and an additional $175,000.00 for construction contingency expenses; and

WHEREAS, all work on this project has been completed and this final change order is necessary to reflect actual quantities; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the Recapitulation Change Order No. 3 in the decreased amount of $127,220.37 to the construction contract with Lambda Construction, Ltd., in connection with the DSP Water Production Facility Upgrades Project, (ii) to return the construction contract amount of $127,220.37 and the construction contingency amount of $175,000.00 for a total amount of $302,220.37 to the DSP’s Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute Recapitulation Change Order No. 3 and close the contract; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES CONCERNING THE DISTRICT SPECIAL PROJECT:

1. That the Recapitulation Change Order No. 3 in the decreased amount of $127,220.37 to the construction contract with Lambda Construction, Ltd., in connection with the Project is hereby approved.

2. That the decreased amount of construction contract of $127,220.37 and the contingency amount of $175,000.00 for a total amount of $302,220.37 are hereby returned to the DSP’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute Recapitulation Change Order No. 3 and close the contract with Lambda Construction, Ltd., in connection with the Project.

4. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public, and that the public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.
6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees

FROM: Andrea Beymer, P.E., Interim-Director, Plants and Major Projects, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: APPROVAL OF CONTRACT AMENDMENT NO. 11 AND AUTHORIZATION OF ADDITIONAL FUNDS FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE WATER RESOURCES INTEGRATION PROGRAM, PROJECT 1: PIPELINE, SEGMENT II PROJECT

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution approves Contract Amendment No. 11 and amends Resolution No. 09-255, by authorizing $69,900.00 for additional professional engineering services and authorizes the San Antonio Water System’s (the “System”) President/Chief Executive Officer to provide additional payment in an amount not to exceed $69,900.00 to Civil Engineering Consultants, for professional engineering services in connection with the Water Resources Integration Program (WRIP), Project 1: Pipeline, Segment II Project.

- The WRIP was identified in the 2009 Water Management Plan Update. The WRIP will deliver water from the System’s Aquifer Storage and Recovery (ASR) Facility, Local Carrizo and Brackish Desalination programs to new and existing facilities in western and northwestern Bexar County.

- The WRIP will consist of approximately 45 miles of transmission main beginning at the high service pump station located at the Twin Oaks/ASR Facility in south Bexar County, to the Old Pearsall Road Pump Station, and terminate at the Anderson Pump Station. Construction is divided into two phases. Phase I construction is underway and is to be operational mid-2016. Phase I consists of 28 miles of pipeline, a high service pump station, and a ground storage tank and distribution pumps to deliver up to 50 million gallons per day (MGD) of water from the Twin Oaks facility to the System’s distribution system. Phase 2 is scheduled to begin construction in 2018 and is expected to be online by 2021. Phase 2 consists of the remaining 17 miles of pipeline, a second ground storage tank and additional high service pumps.

- The project consists of approximately 16 miles of water transmission pipeline beginning at a point approximately one mile west of SH 16 in south Bexar County, and continues north-northwest to a point in southwest San Antonio, approximately two miles west of the new intermediate Old Pearsall Pump Station.
By Resolution No. 09-255, passed and approved on September 1, 2009, the System’s Board of Trustees approved a professional services agreement in the amount of $2,599,894.00 with Civil Engineering Consultants, which included $2,311,107.00 for basic engineering services and $288,787.00 for supplemental engineering services in connection with the WRIP Project.

Contract Amendment No. 11 includes additional professional engineering services related to the design of an interconnection point from the WRIP pipeline to the System’s Medina River Pump Station and related pump station upgrades. This will allow integration of a further 8 MGD into the System’s distribution system from the WRIP program. This was planned to be designed as a separate project; however, this work is being expedited and added to this contract in order to maximize the integration of brackish water during the testing and commissioning phase. The total additional amount to complete the professional services is $69,900.00.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure, included in the CY 2015 Capital Improvement Program. This additional work is to be funded through a transfer from the Water Supply Core Business, Water Resources Category, Expanded Carrizo Wells and Pipeline budget line item. The amount is $69,900.00 for the integration engineering work. The job number is 09-8613-220.

The revised authorization for this project is as follows:

<table>
<thead>
<tr>
<th>Original Contract Amount (Resolution No. 09-255)</th>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Amendment No. 1 (No Board Action Required)</td>
<td>$2,599,894.00</td>
</tr>
<tr>
<td>Contract Amendment No. 2 (Resolution No. 10-352)</td>
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<tr>
<td>Contract Amendment No. 3 (Resolution No. 11-281)</td>
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<tr>
<td>Contract Amendment No. 4 (Resolution No. 12-250)</td>
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<td>Contract Amendment No. 5 (No Board Action Required)</td>
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</tr>
<tr>
<td>Contract Amendment No. 6 (Resolution No. 13-249)</td>
<td>300,000.00</td>
</tr>
<tr>
<td>Contract Amendment No. 7 (Administrative Approval-No Board Action Required)</td>
<td>6,492.50</td>
</tr>
<tr>
<td>Contract Amendment No. 8 (Administrative Approval-No Board Action Required)</td>
<td>8,971.00</td>
</tr>
<tr>
<td>Contract Amendment No. 9 (Resolution No. 15-145)</td>
<td>110,360.50</td>
</tr>
<tr>
<td>Contract Amendment No. 10 (No Board Action Required)</td>
<td>0.00</td>
</tr>
<tr>
<td>Additional funds authorized by this resolution</td>
<td>69,900.00</td>
</tr>
<tr>
<td><strong>Revised Contract Amount</strong></td>
<td><strong>$3,199,038.00</strong></td>
</tr>
</tbody>
</table>
Approval of Contract Amendment No. 11
WRIP Program Project I, Pipeline Segment II Project

As a result of Contract Amendment No. 11, the new contract amount is $3,199,038.00. This represents a 23.04 percent increase in the original contract amount.

SUPPLEMENTARY COMMENTS:

The contract was amended with the no-cost Contract Amendment No. 1 on August 12, 2010. Due to the delay in the acquisition of the landowner rights-of-entry needed to perform the engineering services, this amendment allowed Civil Engineering Consultants to combine the Study, Report and Preliminary Design Phases as well as redistribute sub-consultant costs so work could continue as rights-of-entry were obtained.

Resolution No. 10-352, adopted on December 7, 2010, authorized Contract Amendment No. 2 with additional funds in the amount of $34,856.00 for additional professional engineering services associated with peer review. The purpose of peer review was for each consultant working on the WRIP to submit a copy of their design package to another WRIP design consultant to complete a peer constructability review.

Resolution No. 11-281, adopted on October 4, 2011, authorized Contract Amendment No. 3 with additional funds in the amount of $24,100.00 for an environmental subsurface investigation, pipeline design and development of construction requirements for a property within the alignment that had the potential for environmental impacts to the proposed pipeline.

Resolution No. 12-250, adopted on May 1, 2012, authorized Contract Amendment No. 4 with additional funds in the amount of $44,464.00 for redesign of the pipeline in order to move approximately 7,200 linear feet of pipeline alignment onto the BexarMet property and avoid a large easement acquisition from the Burlington Northern Santa Fe Railroad Company.

The contract was amended with the no-cost Contract Amendment No. 5 on August 28, 2012, to reallocate funds from one supplemental service to another. In this case, funds were moved from supplemental subsurface utility excavation services to the supplemental geotechnical services in order to complete the geotechnical testing for the design of the Medina River crossing for the project.

Resolution No. 13-249, adopted on September 10, 2013, authorized Contract Amendment No. 6 with additional funds in the amount of $300,000.00 to redesign the pipeline in order to allow for ultimate flow of up to 75 MGD.

The contract was administratively amended with Contract Amendment No. 7 on May 22, 2014, authorizing additional funds in the amount of $6,492.50 for condemnation hearing services, including expert witness testimony, data preparation and additional meetings associated with the acquisition of easements for the project.

The contract was administratively amended with Contract Amendment No. 8 on February 10, 2015, authorizing additional funds in the amount of $8,971.00 for additional survey plats and revisions to the design phase documents.
Resolution No. 15-145, adopted on July 7, 2015, authorized Contract Amendment No. 9 with additional funds in the amount of $110,360.50 for the development of program specific contract specifications, development of bid documents to satisfy the Texas Water Development Board (TWDB) funding requirements, cost analysis during contractor negotiations for the Request for Competitive Sealed Proposals process, additional survey plats for access easements, and contractor compliance monitoring related to TWDB funding during the construction phase.

The contract was amended with the no-cost Contract Amendment No. 10 on November 17, 2015, to reallocate funds from supplemental services to construction phase services. In this case, funds were moved from TWDB American Iron and Steel provisions compliance assistance to RFI response and shop drawing / submittal review in order to properly address remaining RFIs and submittals for the project.

Andrea Beymer, P.E.
Interim-Director
Plants and Major Projects

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:

1. Project Area Map
2. Project Site Map
SAN ANTONIO WATER SYSTEM
PROJECT AREA MAP
ATTACHMENT I

WATER RESOURCES INTEGRATION PROGRAM
PIPELINE SEGMENT 2B
CONTRACT AMENDMENT #11
SAN ANTONIO WATER SYSTEM
PROJECT SITE MAP
ATTACHMENT II

WATER RESOURCES INTEGRATION PROGRAM
PIPELINE SEGMENT 2B
CONTRACT AMENDMENT #11
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING CONTRACT AMENDMENT NO. 11 TO PROVIDE FOR ADDITIONAL ENGINEERING SERVICES TO THE EXISTING PROFESSIONAL SERVICES AGREEMENT WITH CIVIL ENGINEERING CONSULTANTS, IN AN AMOUNT NOT TO EXCEED $69,900.00 IN CONNECTION WITH THE WATER RESOURCES INTEGRATION PROGRAM, PROJECT 1: PIPELINE, SEGMENT II PROJECT; AMENDING RESOLUTION NO. 09-255, AS PREVIOUSLY AMENDED BY RESOLUTION NOS. 10-352, 11-281, 12-259, 13-249 AND 15-145, BY APPROVING ADDITIONAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $69,900.00 FOR A TOTAL AUTHORIZATION AMOUNT NOT TO EXCEED $3,199,038.00; APPROVING THAT AN AMOUNT NOT TO EXCEED $69,900.00 BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM’S PROJECT FUND FOR ADDITIONAL ENGINEERING SERVICES; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE AN AMENDMENT TO THE EXISTING PROFESSIONAL SERVICES AGREEMENT WITH CIVIL ENGINEERING CONSULTANTS, AND TO PAY CIVIL ENGINEERING CONSULTANTS AN ADDITIONAL AMOUNT NOT TO EXCEED $69,900.00 FOR ADDITIONAL ENGINEERING SERVICES; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) is developing the Water Resources Integration Program (the “Program”) as part of its Long Range Water Resources Plan; and

WHEREAS, the Water Resources Integration Pipeline, Project 1: Pipeline, Segment II Project (the “project work”) consists of approximately 16 miles of water transmission pipeline beginning at a point approximately one mile west of SH 16 in south Bexar County, and continue north-northwest to a point in southwest San Antonio, approximately two miles west of the new intermediate Old Pearsall Pump Station; and

WHEREAS, the System’s Board of Trustees by Resolution No. 09-255, adopted September 1, 2009, originally approved the expenditure of $2,599,894.00 for professional engineering services in connection with the project work; and
WHEREAS, Contract Amendment No. 11 includes additional professional engineering services related to the design of an interconnection point from the WRIP pipeline to the System’s Medina River Pump Station and related Pump Station upgrades; and

WHEREAS, an additional amount to complete the professional engineering services associated with the project work is $69,900.00 and the amount for Contract Amendment No. 11 will not exceed $69,900.00 for the additional professional engineering services; and

WHEREAS, the required amount not to exceed $69,900.00 is available from the System’s Project Fund for additional professional engineering services; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Contract Amendment No. 11 by amending the existing professional services agreement with Civil Engineering Consultants, for additional engineering services in an amount not to exceed $69,900.00 in connection with the Water Resources Integration Program, Project 1: Pipeline, Segment II Project, (ii) to amend Resolution No. 09-255, as amended by Resolution Nos. 10-352, 11-281, 12-250, 13-249, and 15-145 by approving the expenditure of System funds in an amount not to exceed $69,900.00 to Civil Engineering Consultants, for a total authorization not to exceed $3,199,038.00 for the additional engineering services related to the project work, (iii) to make available the total amount not to exceed $69,900.00 from System’s Project Fund, and (iv) to authorize the System’s President/Chief Executive Officer, or his duly appointed designee to execute an amendment to the professional services agreement with Civil Engineering Consultants, and pay an amount not to exceed $69,900.00 to Civil Engineering Consultants, for the additional engineering services; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That Contract Amendment No. 11 in an amount not to exceed $69,900.00 is hereby approved to provide for additional engineering services related to the existing professional services agreement with Civil Engineering Consultants, in connection with the Water Resources Integration Program, Project 1: Pipeline, Segment II Project.

2. That Resolution No. 09-255, as amended by Resolution Nos. 10-352, 11-281, 12-250, 13-249, and 15-145, is hereby amended by adding additional engineering services in an additional amount not to exceed $69,900.00 from the previous total amount of $3,129,138.00 to a revised total of $3,199,038.00.

3. That an amount not to exceed $69,900.00 is hereby made available and is to be expended from the System’s Project Fund for additional engineering services related to the project work.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute an amendment to the existing professional services agreement with Civil Engineering Consultants, and pay Civil Engineering Consultants, an amount not to exceed $69,900.00 for additional engineering services related to the project work.
5. It is officially found, determined, and declared that the meeting at which this resolution is adopted was open to the public, and that the public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

6. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

7. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

________________________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees

FROM: Kathleen M. Price, P.E., Interim-Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2016 ASPHALT OVERLAY TASK ORDER CONTRACT – PACKAGE 1

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) in the amount of $211,550.00 for the joint construction of water and sewer facility adjustments in connection with the 2016 Asphalt Overlay Task Order Contract – Package 1.

- The City plans to apply an asphalt overlay to approximately 20 streets throughout the city in connection with the 2016 Asphalt Overlay Task Order Contract – Package 1 for Transportation and Capital Improvements. The City’s work is estimated to cost $8,618,595.00.

- Existing water valve box covers and manhole covers within the project boundaries may require adjustment to match the final grade of the new pavement.

- The work will consist of adjusting 548 existing water valve box covers and 381 existing manhole covers at an estimated cost of $211,550.00.

- Bid item quantities for the adjustment of manhole covers and water valve box covers were included in the City’s bid documents. Funds for this work will be reimbursed to the City as payments to the contractor are made.

Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2016 Capital Improvement Program. The water work is included in the Water Delivery Core Business, Governmental – Water Category, and Governmental Water Replacements budget line item. The amount is $81,200.00 for water work for the 2016 Asphalt Overlay Task Order Contract – Package 1. The job number is 16-5002-000.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $130,350.00 for sewer work for the 2016 Asphalt Overlay Task Order Contract – Package 1. The job number is 16-5502-000.

SUPPLEMENTARY COMMENTS:

The engineer’s estimated construction cost for this project is $125,600.00 and the contractor’s construction cost is $211,550.00. The construction cost is a 68.43 percent increase from the engineer’s estimate.

The City received three bids for this project. The low bidder is Clark Construction of Texas, Inc., a local, non-minority contractor. City Council approved the construction contract on December 3, 2015, and construction will begin on January 4, 2016. Time allowed for total construction is 120 calendar days.

Kathleen M. Price, P.E.
Interim-Director
Pipelines

Genoveva G. Gomez, P.E.
Vice President
Engineering and Construction

APPROVED:

Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $211,550.00 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2016 ASPHALT OVERLAY TASK ORDER CONTRACT – PACKAGE 1; APPROVING AN AMOUNT NOT TO EXCEED $211,550.00 BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULLY APPOINTED DESIGNEE TO PAY THE CITY OF SAN ANTONIO AN AMOUNT NOT TO EXCEED $211,550.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) will construct street improvements in connection with the 2016 Asphalt Overlay Task Order Contract – Package 1; and

WHEREAS, the 2016 Asphalt Overlay Task Order Contract – Package 1 will require the adjustment of certain water and sewer facilities of the San Antonio Water System (the “System”); and

WHEREAS, the 2016 Asphalt Overlay Task Order Contract – Package 1 project work will consist of the adjustment of 548 existing water valve box covers and 381 existing manhole covers at an estimated cost of $211,550.00 (the “project work”); and

WHEREAS, the City has received a bid for the project work from Clark Construction of Texas, Inc., in the amount of $211,550.00 and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $211,550.00 are required for the project work; and

WHEREAS, the total amount of $211,550.00 is available from the System’s Project Fund for the project work; and
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the expenditure of funds in the amount of $211,550.00 for the adjustment of water and sewer facilities by the City in connection with the 2016 Asphalt Overlay Task Order Contract – Package 1, (ii) to approve and make available an amount not to exceed $211,550.00 from the System’s Project Fund to reimburse the City for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay a total amount not to exceed $211,550.00 to the City for the project work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the expenditure of funds in the amount of $211,550.00 for the adjustment of water and sewer facilities by the City in connection with the 2016 Asphalt Overlay Task Order Contract – Package 1 is hereby approved.

2. That a total sum not to exceed $211,550.00 to reimburse the City for the project work costs is hereby made available and is to be expended from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay the City an amount not to exceed $211,550.00 for the adjustment of water and sewer facilities by the City in connection with the 2016 Asphalt Overlay Task Order Contract – Package 1.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.
6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_________________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees

FROM: Kathleen M. Price, P.E., Interim-Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2016 ASPHALT OVERLAY TASK ORDER CONTRACT – PACKAGE 2

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) in the amount of $143,650.00 for the joint construction of water and sewer facility adjustments in connection with the 2016 Asphalt Overlay Task Order Contract – Package 2.

- The City plans to apply an asphalt overlay to approximately 18 streets throughout the city in connection with the 2016 Asphalt Overlay Task Order Contract – Package 2 for Transportation and Capital Improvements. The City’s work is estimated to cost $4,091,381.80.

- Existing water valve box covers and manhole covers within the project boundaries may require adjustment to match the final grade of the new pavement.

- The work will consist of adjusting 261 existing water valve box covers and 196 existing manhole covers at an estimated cost of $143,650.00.

- Bid item quantities for the adjustment of manhole covers and water valve box covers were included in the City’s bid documents. Funds for this work will be reimbursed to the City as payments to the contractor are made.

Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2016 Capital Improvement Program. The water work is included in the Water Delivery Core Business, Governmental – Water Category, and Governmental Water Replacements budget line item. The amount is $65,250.00 for water work for the 2016 Asphalt Overlay Task Order Contract – Package 2. The job number is 16-5003-000.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $78,400.00 for sewer work for the 2016 Asphalt Overlay Task Order Contract – Package 2. The job number is 16-5503-000.

SUPPLEMENTARY COMMENTS:

The engineer’s estimated construction cost for this project is $257,000.00 and the contractor’s construction cost is $143,650.00. The construction cost is a 44.1 percent decrease from the engineers estimate.

The City received three bids for this project. The low bidder is J&P Paving Co., Inc., a local, minority contractor. City Council approved the construction contract on December 3, 2015, and construction will begin on January 4, 2016. Time allowed for total construction is 90 calendar days.

Kathleen M. Price, P.E.  
Interim-Director  
Pipelines

Genoveva G. Gomez, P.E.  
Vice President  
Engineering and Construction

APPROVED:

Robert R. Puente  
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $143,650.00 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2016 ASPHALT OVERLAY TASK ORDER CONTRACT – PACKAGE 2; APPROVING AN AMOUNT NOT TO EXCEED $143,650.00 BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY THE CITY OF SAN ANTONIO AN AMOUNT NOT TO EXCEED $143,650.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) will construct street improvements in connection with the 2016 Asphalt Overlay Task Order Contract – Package 2; and

WHEREAS, the 2016 Asphalt Overlay Task Order Contract – Package 2 will require the adjustment of certain water and sewer facilities of the San Antonio Water System (the “System”); and

WHEREAS, the 2016 Asphalt Overlay Task Order Contract – Package 2 project work will consist of the adjustment of 261 existing water valve box covers and 196 existing manhole covers at an estimated cost of $143,650.00 (the “project work”); and

WHEREAS, the City has received a bid for the project work from J&P Paving Co., Inc., in the amount of $143,650.00 and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $143,650.00 are required for the project work; and

WHEREAS, the total amount of $143,650.00 is available from the System’s Project Fund for the project work; and
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the expenditure of funds in the amount of $143,650.00 for the adjustment of water and sewer facilities by the City in connection with the 2016 Asphalt Overlay Task Order Contract – Package 2, (ii) to approve and make available an amount not to exceed $143,650.00 from the System’s Project Fund to reimburse the City for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay a total amount not to exceed $143,650.00 to the City for the project work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the expenditure of funds in the amount of $143,650.00 for the adjustment of water and sewer facilities by the City in connection with the 2016 Asphalt Overlay Task Order Contract – Package 2 is hereby approved.

2. That a total sum not to exceed $143,650.00 to reimburse the City for the project work costs is hereby made available and is to be expended from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay the City an amount not to exceed $143,650.00 for the adjustment of water and sewer facilities by the City in connection with the 2016 Asphalt Overlay Task Order Contract – Package 2.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision hereof contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.
6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

_________________________________  
Berto Guerra, Jr., Chairman

ATTEST:

______________________________  
Ernesto Arrellano, Jr., Secretary
TO:        San Antonio Water System Board of Trustees  
FROM:     Kathleen M. Price, P.E., Interim-Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction  
THROUGH:  Robert R. Puente, President/Chief Executive Officer  
SUBJECT:  AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2016 ASPHALT OVERLAY TASK ORDER CONTRACT – PACKAGE 3  

Board Action Date:  February 9, 2016  

SUMMARY AND RECOMMENDATION:  

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) in the amount of $118,950.00 for the joint construction of water and sewer facility adjustments in connection with the 2016 Asphalt Overlay Task Order Contract – Package 3.  

- The City plans to apply an asphalt overlay to approximately 23 streets throughout the city in connection with the 2016 Asphalt Overlay Task Order Contract – Package 3 for Transportation and Capital Improvements. The City’s work is estimated to cost $8,805,694.20.  
- Existing water valve box covers and manhole covers within the project boundaries may require adjustment to match the final grade of the new pavement.  
- The work will consist of adjusting 386 existing water valve box covers and 187 existing manhole covers at an estimated cost of $118,950.00.  
- Bid item quantities for the adjustment of manhole covers and water valve box covers were included in the City’s bid documents. Funds for this work will be reimbursed to the City as payments to the contractor are made.  

Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2016 Capital Improvement Program. The water work is included in the Water Delivery Core Business, Governmental – Water Category, and Governmental Water Replacements budget line item. The amount is $56,800.00 for water work for the 2016 Asphalt Overlay Task Order Contract – Package 3. The job number is 16-5004-000.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $62,150.00 for sewer work for the 2016 Asphalt Overlay Task Order Contract – Package 3. The job number is 16-5504-000.

SUPPLEMENTARY COMMENTS:

The engineer’s estimated construction cost for this project is $219,900.00 and the contractor’s construction cost is $118,950.00. The construction cost is a 45.91 percent decrease from the engineer’s estimate.

The City received three bids for this project. The low bidder is Clark Construction of Texas, Inc., a local, non-minority contractor. City Council approved the construction contract on December 3, 2015, and construction will begin on January 4, 2016. Time allowed for total construction is 210 calendar days.

Kathleen M. Price, P.E.  
Interim-Director  
Pipelines

Genoveva G. Gomez, P.E.  
Vice President  
Engineering and Construction

APPROVED:

Robert R. Puente  
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $118,950.00 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2016 ASPHALT OVERLAY TASK ORDER CONTRACT – PACKAGE 3; APPROVING AN AMOUNT NOT TO EXCEED $118,950.00 BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY THE CITY OF SAN ANTONIO AN AMOUNT NOT TO EXCEED $118,950.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) will construct street improvements in connection with the 2016 Asphalt Overlay Task Order Contract – Package 3; and

WHEREAS, the 2016 Asphalt Overlay Task Order Contract – Package 3 will require the adjustment of certain water and sewer facilities of the San Antonio Water System (the “System”); and

WHEREAS, the 2016 Asphalt Overlay Task Order Contract – Package 3 project work will consist of the adjustment of 386 existing water valve box covers and 187 existing manhole covers at an estimated cost of $118,950.00 (the “project work”); and

WHEREAS, the City has received a bid for the project work from Clark Construction of Texas, Inc., in the amount of $118,950.00 and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $118,950.00 are required for the project work; and

WHEREAS, the total amount of $118,950.00 is available from the System’s Project Fund for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the expenditure of funds in the amount of $118,950.00 for the adjustment of water and
sewer facilities by the City in connection with the 2016 Asphalt Overlay Task Order Contract – Package 3, (ii) to approve and make available an amount not to exceed $118,950.00 from the System’s Project Fund to reimburse the City for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay a total amount not to exceed $118,950.00 to the City for the project work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the expenditure of funds in the amount of $118,950.00 for the adjustment of water and sewer facilities by the City in connection with the 2016 Asphalt Overlay Task Order Contract – Package 3 is hereby approved.

2. That a total sum not to exceed $118,950.00 to reimburse the City for the project work costs is hereby made available and is to be expended from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay the City an amount not to exceed $118,950.00 for the adjustment of water and sewer facilities by the City in connection with the 2016 Asphalt Overlay Task Order Contract – Package 3.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.
6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_________________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees

FROM: Kathleen M. Price, P.E., Interim-Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AUTHORIZATION TO REIMBURSE THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2016 ASPHALT OVERLAY TASK ORDER CONTRACT – PACKAGE 4

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to reimburse the City of San Antonio (the “City”) in the amount of $121,800.00 for the joint construction of water and sewer facility adjustments in connection with the 2016 Asphalt Overlay Task Order Contract – Package 4.

- The City plans to apply an asphalt overlay to approximately 20 streets throughout the city in connection with the 2016 Asphalt Overlay Task Order Contract – Package 4 for Transportation and Capital Improvements. The City’s work is estimated to cost $3,806,532.28.

- Existing water valve box covers and manhole covers within the project boundaries may require adjustment to match the final grade of the new pavement.

- The work will consist of adjusting 252 existing water valve box covers and 147 existing manhole covers at an estimated cost of $121,800.00.

- Bid item quantities for the adjustment of manhole covers and water valve box covers were included in the City’s bid documents. Funds for this work will be reimbursed to the City as payments to the contractor are made.

Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2016 Capital Improvement Program. The water work is included in the Water Delivery Core Business, Governmental – Water Category, and Governmental Water Replacements budget line item. The amount is $63,000.00 for water work for the 2016 Asphalt Overlay Task Order Contract – Package 4. The job number is 16-5005-000.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $58,800.00 for sewer work for the 2016 Asphalt Overlay Task Order Contract – Package 4. The job number is 16-5505-000.

SUPPLEMENTARY COMMENTS:

The engineer’s estimated construction cost for this project is $104,700.00 and the contractor’s construction cost is $121,800.00. The construction cost is a 16.33 percent increase from the engineer’s estimate.

The City received three bids for this project. The low bidder is J&P Paving Co., Inc., a local, minority contractor. City Council approved the construction contract on December 3, 2015, and construction will begin on January 4, 2016. Time allowed for total construction is 180 calendar days.

Kathleen M. Price, P.E.
Interim-Director
Pipelines

Genoveva G. Gomez, P.E.
Vice President
Engineering and Construction

APPROVED:

Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $121,800.00 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2016 ASPHALT OVERLAY TASK ORDER CONTRACT – PACKAGE 4; APPROVING AN AMOUNT NOT TO EXCEED $121,800.00 BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY THE CITY OF SAN ANTONIO AN AMOUNT NOT TO EXCEED $121,800.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) will construct street improvements in connection with the 2016 Asphalt Overlay Task Order Contract – Package 4; and

WHEREAS, the 2016 Asphalt Overlay Task Order Contract – Package 4 will require the adjustment of certain water and sewer facilities of the San Antonio Water System (the “System”); and

WHEREAS, the 2016 Asphalt Overlay Task Order Contract – Package 4 project work will consist of the adjustment of 252 existing water valve box covers and 147 existing manhole covers at an estimated cost of $121,800.00 (the “project work”); and

WHEREAS, the City has received a bid for the project work from J&P Paving Co., Inc., in the amount of $121,800.00 and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $121,800.00 are required for the project work; and

WHEREAS, the total amount of $121,800.00 is available from the System’s Project Fund for the project work; and
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the expenditure of funds in the amount of $121,800.00 for the adjustment of water and sewer facilities by the City in connection with the 2016 Asphalt Overlay Task Order Contract – Package 4, (ii) to approve and make available an amount not to exceed $121,800.00 from the System’s Project Fund to reimburse the City for the project work, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay a total amount not to exceed $121,800.00 to the City for the project work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the expenditure of funds in the amount of $121,800.00 for the adjustment of water and sewer facilities by the City in connection with the 2016 Asphalt Overlay Task Order Contract – Package 4 is hereby approved.

2. That a total sum not to exceed $121,800.00 to reimburse the City for the project work costs is hereby made available and is to be expended from the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay the City an amount not to exceed $121,800.00 for the adjustment of water and sewer facilities by the City in connection with the 2016 Asphalt Overlay Task Order Contract – Package 4.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.
6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees

FROM: Kathleen M. Price, P.E., Interim-Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: RESOLUTION CONCERNING THE DISTRICT SPECIAL PROJECT TO APPROVE AN INTERLOCAL AGREEMENT AND TO AUTHORIZE EXPENDITURES TO BEXAR COUNTY IN CONNECTION WITH THE ELM FORREST AT TURTLE CROSS OUTFALL (MR-31) PROJECT

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution relates to the District Special Project (DSP) and authorizes the President/Chief Executive Officer to execute an interlocal agreement with Bexar County through the Bexar County Flood Control Program (the “County”) and authorizes expenditures to the County not to exceed $399,344.50 for the joint construction of DSP’s water facility replacements and installations in connection with the Elm Forrest at Turtle Cross Outfall (MR-31) Project

- The County proposes to construct drainage improvements in the area illustrated on the attached maps. The County’s improvement work is estimated to cost $1,336,038.40.

- Due to the drainage improvements associated with the Elm Forrest at Turtle Cross Outfall (MR-31) Project, the existing undersized DSP water mains that were constructed in 1996 require replacement to meet current San Antonio Water System (the “System”) standards.

- In addition, the need for the installation of a 12-inch water main was identified in the System’s Water Master Plan which is within the limits of this project. The new water main will provide increased capacity and efficiency once connected with a future capital improvement project on Talley Road.

- There are no sewer facilities within the project limits; therefore, there is no sewer work on this project.

- The project work will consist of DSP water replacement work of approximately 3,160 feet of 8-inch and 12-inch water main, and DSP water installation work of approximately 470 feet of 12-inch main.

- It is anticipated that 4.9% of the DSP water replacement work will be eligible for reimbursement. The remaining 95.1% for DSP water replacement and installation work will be funded by the System.
Approval of an Interlocal Agreement and Authorize the Expenditure of Funds to Bexar County Flood Control for the Elm Forrest at Turtle Cross Outfall (MR-31) Project

- Since the County’s proposed drainage improvements will conflict with portions of the water main within an existing easement, the County has agreed to pay for its pro-rata share of engineering design services at a cost of $3,132.40 and construction costs at a cost of $18,705.55 associated with the project work.

- Within thirty calendar days of the execution of this Interlocal Agreement by the last signatory, the County has agreed to reimburse the System its pro-rata share of engineering design costs associated with the replacement of the water main that lies within a dedicated easement within the County’s project limits.

- The County anticipates approving J3 Company, LLC bid for construction of this project in February 2016. As part of the joint bidding, advanced approval for funding and for the execution of an Interlocal Agreement is required by the County prior to issuing a notice to proceed on construction.

- Funds as determined by the amount bid will be transferred to the County following the execution of the Interlocal Agreement. Only the funds not eligible for reimbursement will be advanced to the County.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

<table>
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<tr>
<th>System</th>
<th>District Special Project</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
<td>$399,344.50</td>
<td>$399,344.50</td>
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</tbody>
</table>

Total expenditures not to exceed $399,344.50 are included in the CY 2016 District Special Project Capital Improvement Program. The water work is included in the Water Delivery Core Business, Governmental - Water Category, and Governmental Water Replacements budget line item. The job number is DSP-12-5235-000.
Authorization to Execute an Interlocal Agreement and
Advance Funds to Bexar County Flood Control
Elm Forrest at Turtle Cross Outfall (MR-31) Project

Kathleen M. Price, P.E.
Interim-Director
Pipelines

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map

Genoveva G. Gomez, P.E.
Vice President
Engineering and Construction
SAN ANTONIO WATER SYSTEM
PROJECT AREA MAP
ATTACHMENT I

LEGEND

🌟 PROJECT SITE

EDWARDS AQUIFER RECHARGE ZONE

ELM FORREST AT TURTLE CROSS
OUTFALL (MR-31)
RESOLUTION NO.
OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, CONCERNING THE DISTRICT SPECIAL PROJECT, APPROVING AN INTERLOCAL AGREEMENT WITH BEXAR COUNTY AND AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT FOR THE REPLACEMENT AND INSTALLATION OF WATER FACILITIES BY BEXAR COUNTY IN CONNECTION WITH THE ELM FORREST AT TURTLE CROSS OUTFALL (MR-31) PROJECT; AUTHORIZING THE EXPENDITURE OF DISTRICT SPECIAL PROJECT FUNDS IN AN AMOUNT NOT TO EXCEED $399,344.50 FOR DISTRICT SPECIAL PROJECT’S SHARE OF THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the San Antonio Water System’s District Special Project (the “DSP”) was created by the City Council of the City of San Antonio on October 20, 2011, pursuant to Ordinance No. 2011-10-20-0845, and this action is related to, and consistent with that Ordinance; and

WHEREAS, Bexar County through the Bexar County Flood Control Program (the “County”) proposes to construct the Elm Forrest at Turtle Cross Outfall (MR-31) Project; and

WHEREAS, the Elm Forrest at Turtle Cross Outfall (MR-31) Project will require the replacement and installation of certain DSP water facilities of the San Antonio Water System (the “System”); and

WHEREAS, the project work will consist of DSP water replacement work of approximately 3,160 feet of 8-inch and 12-inch water main, and DSP water installation work of approximately 470 feet of 12-inch main (the “Project Work”); and

WHEREAS, the County has requested that the System execute an Interlocal Agreement and reimburse the County for DSP’s share of the Project Work costs; and

WHEREAS, DSP funds in an amount not to exceed $399,344.50 are required for the Project Work; and

WHEREAS, the County’s proposed drainage improvements will conflict with portions of the existing water main that lie within an existing easement, the County has agreed to pay for its pro-rata share of associated engineering design services at a cost of $3,132.40 and
construction costs at a cost of $18,705.55 associated with the Project Work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve an Interlocal Agreement with the County for the replacement and installation of water facilities by the County in connection with the Elm Forrest at Turtle Cross Outfall (MR-31) project and to authorize the President/Chief Executive Officer or his duly appointed designee to execute the Interlocal Agreement; and (ii) to authorize the expenditure of DSP funds in the amount not to exceed $399,344.50 for DSP’s share of the Project Work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES CONCERNING THE DISTRICT SPECIAL PROJECT:

1. That an Interlocal Agreement with the County substantially in the form of the agreement attached hereto is hereby approved and the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the Interlocal Agreement with the County in connection with the Elm Forrest at Turtle Cross Outfall (MR-31) Project.

2. That the expenditure of DSP funds in an amount not to exceed $399,344.50 for DSP’s share of the Project Work is hereby authorized.

3. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

4. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid, or ineffective.

5. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 9th day of February, 2016.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_________________________________
Ernesto Arrellano, Jr., Secretary
This Interlocal Agreement (also referred to herein as the “Agreement”) is made and entered into this ___ day of __________, 2016, by and between the COUNTY OF BEXAR, a political subdivision of the State of Texas (“COUNTY”), and SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, a political subdivision of the State of Texas (“SAWS”) (also, individually, a “Party” or, collectively, the “Parties), pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code.

PURPOSE

1.01 The purpose of this Agreement is to facilitate the COUNTY’s improvement of the Elm Forrest at Turtle Cross Outfall (MR-31) Project (the “Project”) by including certain necessary SAWS replacements and installations in COUNTY’s Specifications for the Project, thus assuring the coordination of COUNTY’s drainage improvements with SAWS’s replacements and installations.

SERVICES

2.01 COUNTY agrees to include in the Bexar County Flood Control Specifications for the Project the plans and specifications for DSP Water Job No. 12-5235 (the “SAWS Work”) which SAWS shall prepare and deliver to COUNTY and is incorporated by reference herein, and will be incorporated in the construction contract for the Project.

2.02 Immediately after tabulating all of the bids received for the Project, COUNTY will notify SAWS in writing of the name of the contractor selected by COUNTY for the Project (the “Contractor”) and the bid amount (the “Original Bid”) for the SAWS Work.

2.03 COUNTY agrees to use its best efforts to enforce all of its rights and remedies against the Contractor for the SAWS Work.

2.04 COUNTY agrees to allow SAWS access to the Project site to (i) inspect and witness testing of the SAWS Work and to determine if the SAWS Work is in conformity with the plans, specifications and special provisions applicable thereto and is in good working order, and (ii) verify all quantities used in connection with the SAWS Work.

FEE

3.01 COUNTY agrees to provide funding reimbursing SAWS for all engineering design fees and associated work to be performed by the SAWS Engineering Design Consultant that is attributed to the County’s portion of the Work being performed on Project. County also agrees to contribute costs for construction of certain portions of the SAWS Work associated with the Project that are necessitated by SAWS having to relocate certain infrastructure out of its current easement. This work is defined in footnote 1 of Exhibit A and referred to as “SAWS County work”. The costs
associated with SAWS County Work are delineated in Exhibit A and B, attached hereto and incorporated for all purposes.

3.02 Within thirty (30) calendar days of the execution of this Interlocal Agreement by the last signatory, COUNTY shall deliver to SAWS good and sufficient funds (the “County Funds”) in the amount of Three Thousand, One Hundred and Thirty-Two Dollars and Forty Cents ($3,132.40) for the engineering design fees associated with SAWS County Work as further defined in Exhibit A.

3.03 COUNTY acknowledges that SAWS has provided the COUNTY with two signed copies of this Interlocal Agreement. COUNTY will return one fully executed original to SAWS upon COUNTY’s approval. Within thirty (30) calendar days of the execution of this Interlocal Agreement by the last signatory, SAWS shall deliver to COUNTY good and sufficient funds (the “SAWS Funds”) for the bid amount for SAWS Work as identified in Exhibit B plus ten percent (10%) contingency, for a total of Three Hundred Ninety-Nine Thousand, Three Hundred Forty-Four Dollars and Fifty Cents ($399,344.50). Any and all control and beneficial use of the funds by the COUNTY, will be contingent on SAWS receiving a fully executed original of this Interlocal Agreement from the COUNTY and the funds owed by COUNTY to SAWS as described in §3.02.

3.04 If the cost of performing the SAWS Work exceeds the Original Bid, the following provisions shall apply:

(a) Costs exceed Original Bid but do not exceed the Original Bid plus ten percent (10%) contingency. Once COUNTY receives notice from the Contractor that additional funds will be needed for SAWS Work, COUNTY will notify SAWS in writing of the change order. Unless, SAWS objects within five (5) business days of receipt of the written notification of the change order, COUNTY will proceed with SAWS Work and utilize the contingency amount for payment to the Contractor.

(b) Change Orders. If change orders are requested by SAWS or required for the SAWS Work under this Agreement, SAWS will make a change order request and SAWS staff or SAWS’s Consultant shall prepare the change order. If COUNTY requires a change order that affects the SAWS Work, the change order will be submitted to SAWS staff for approval. SAWS staff agrees to use good faith efforts to respond to change orders within five business days after SAWS staff’s receipt of request, or such additional period of time as may be reasonably necessary under the circumstances based on the complexity of the change order. In no event will SAWS’s deliberative process be allowed to jeopardize COUNTY’s timely completion of COUNTY’s Project, as determined by COUNTY. SAWS staff is under no obligation to approve any change orders, and in no event shall SAWS be responsible for costs or expenses under change orders that are not approved by SAWS staff.

(c) If a change order results in total costs exceeding the amount stated in §3.03, COUNTY will send copies of invoices covering the additional amounts authorized by a change order approved by SAWS staff, and SAWS shall pay COUNTY the additional amounts in the approved change order within 15 days, unless further time is required for Board
action to appropriate funds.

3.05 If the cost of performing the SAWS Work is less than the amount stated in §3.03, COUNTY agrees to refund the overpayment to SAWS within 15 days of determination of same.

3.06 After County’s final recapitulation with the contractor, County will refund SAWS for Funds previously paid but unused.

3.07 If the cost of performing the SAWS Work engineering design fees that are attributable to the SAWS County Work being performed on the Project is less than the amount stated in §3.02, SAWS agrees to refund the overpayment to COUNTY within 15 days of determination of same.

3.08 The Parties acknowledge that the financial commitments stated in this Agreement are independent of the necessary operating and maintenance expenses that are SAWS’s responsibilities.

SAWS’S RESPONSIBILITY

4.01 SAWS agrees to accept full responsibility for inspection and acceptance of work performed as the SAWS Work and SAWS County Work as identified in Exhibit B.

4.02 Following Substantial Completion of SAWS Work and SAWS County Work, SAWS shall be responsible for all costs associated with operating and maintaining SAWS Work and SAWS County Work. Substantial Completion is the date, certified by COUNTY, County’s design professional and SAWS (including SAWS design professional) that the contractor has reached that stage of completion when SAWS and COUNTY accept use of SAWS Work and SAWS County Work for its intended purposes.

ENTIRE AGREEMENT

5.01 This Agreement, along with the specifications for the SAWS Work, supersedes any and all other agreements, either oral or in writing, and no other agreement, statement, or promise relating to the subject matter of this Agreement that is not contained herein shall be valid or binding.

ATTORNEY’S FEES

6.01 If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, to the extent allowed by law, the prevailing Party shall be entitled to reasonable attorney’s fees in addition to any other relief to which the prevailing Party may be entitled.

TEXAS LAW TO APPLY

7.01 This Agreement is performable in Bexar County, Texas and the validity of any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas.
SEVERABILITY

8.01 If any one or more of the provisions contained in the Agreement is for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provision and this Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

AMENDMENT

9.01 No amendment, supplementation, modification, or alteration of the terms hereof will be binding unless it is in writing, dated subsequent to the date hereof and duly executed by the Parties.

THIRD PARTY BENEFICIARY

10.01 SAWS shall be considered a third party beneficiary under COUNTY’s contract for the Project; provided, however, that prior to final completion of the work under the contract for the Project, SAWS shall not enforce any remedies against the Contractor without the prior written consent of COUNTY, which consent may be withheld if COUNTY reasonably believes that enforcement would have an adverse effect on final completion of the Project. Prior to final completion of the work under the contract for the Project, COUNTY shall cooperate in the prosecution of any action against the Contractor, to the extent consistent with the terms of the Project Contract Documents, which SAWS may reasonably determine to be necessary to undertake in connection with the SAWS Work done by the Contractor or its subcontractors.

INDEMNIFICATION

11.01 COUNTY agrees to include SAWS in the list of parties being indemnified by the COUNTY contractors under contract documents, so that SAWS receives the benefit of all indemnities under the contract documents.

INSURANCE

12.01 In all contracts entered into by COUNTY for SAWS Work, County shall include provisions reflecting:

(a) With regard to insurance coverage during the construction phase of the Project, COUNTY shall require all consultants, contractors, subcontractors and suppliers to maintain insurance coverage limits that are sufficient to compensate COUNTY and SAWS for their respective interests in the Project with regard to any liability a third party may have due to the services, equipment, or materials provided for construction of the Project. SAWS shall be named as an additional insured on all policies naming COUNTY as an additional insured. COUNTY shall provide SAWS’s Designated Representative with copies of the completed Certificates of Insurance which Certificates shall be completed by an agent authorized to bind the named underwriters and their companies to the coverage limits and termination provisions shown thereon. SAWS reserves the right
to review the insurance requirements during the effective period of this Agreement, and any extension or renewal hereof, and to modify insurance coverage and limits when deemed necessary and prudent by SAWS’s Risk Manager based upon changes in statutory law or court decisions. If SAWS requests a coverage modification which results in an increased cost, SAWS shall be responsible for the increased cost and COUNTY shall have no obligation to request a coverage modification until SAWS submits payment to cover the increased cost. COUNTY will not allow any modifications to the insurance coverage through which SAWS may incur increased risks.

(b) COUNTY shall require all contractors and service providers to maintain statutory worker’s compensation insurance for all of their employees with a waiver of subrogation in favor of COUNTY and SAWS.

(c) COUNTY will require the consultants, contractors, and any subcontractors to provide all statutorily-required payment and performance bonds at no additional cost to the Parties. On services for which performance bonds are not statutorily required, COUNTY shall determine whether to require performance bonds.

CURRENT REVENUES

13.01 In accordance with Section 791.011(d)(3) of the Texas Government Code, the party paying for the performance of governmental functions or services, if any, must make those payments from current revenues available to the paying party.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH WILL HAVE FULL FORCE AND EFFECT ON THIS ________ DAY OF ______________________, 2016.

BEXAR COUNTY, TEXAS

By: Nelson W. Wolff
County Judge

SAN ANTONIO WATER SYSTEM

By: Robert R. Puente
President/Chief Executive Officer

ATTEST:

By: Gerard C. Rickhoff
County Clerk
APPROVED AS TO LEGAL FORM:

Nicholas “Nico” LaHood
Criminal District Attorney
Bexar County, Texas

By: ____________________________
   Jill Torbert
   Assistant Criminal District Attorney
   -Civil Section

APPROVED AS TO FINANCIAL FORM:

By: ____________________________
   Susan Yeatts
   County Auditor

By: ____________________________
   David Smith
   County Manager

APPROVED:

By: ____________________________
   Renee D. Green, PE
   Director of Public Works/County Engineer
Exhibit “A”
Engineering Design Fees and Funds Committed by County and SAWS

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<tr>
<th>Interlocal Agreement for the Elm Forrest at Turtle Cross Outfall (MR-31) Project</th>
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<tbody>
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<td>Cost Category</td>
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<td><strong>Total County Contribution</strong></td>
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<td><strong>Total SAWS Contribution</strong></td>
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¹The County is responsible for the design relocation costs of the water lines that are in a dedicated SAWS Easement. County’s prorata share (4.90%) of design and engineering professional services fees are calculated based on percentage of estimated construction relocated from the dedicated easement, within the County project limits, see Exhibit “B”.

Elm Forrest at Turtle Cross Outfall (MR-31) Project
Page 7 of 8
Exhibit “B”
Engineer’s Cost Estimate and Funds Committed by the County

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<th>SAWS County Work(^2)</th>
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<td>Contingency (10% of Construction)</td>
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<td>$20,576.10</td>
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(Percent Construction) 95.1% 4.90% 100%

1. Actual SAWS advanced funding will be based on total bid minus County contribution of 4.9% of the total estimated water adjustments.
2. County contribution based on theoretical 4-inch adjustments of approx. 20 LF of 4-inch PVC Water Pipe, 40 LF of 4-inch PVC Carrier Pipe, 40 LF of 18-inch Steel Casing, 1 – ¾-inch short service, and 1 – air release valve. Actual adjustments include SAWS minimum standard of 8-inch replacement and 12-inch oversizing as required for future demand.
TO: San Antonio Water System Board of Trustees

FROM: Mary Bailey, Vice President, Business Planning/Controller

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AUTHORIZE EXPENDITURES OF FUNDS FOR OWNER CONTROLLED CONSTRUCTION CHANGES FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2016

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the expenditures of funds for Owner Controlled Construction Changes for the year ending December 31, 2016 in an amount not to exceed $5,852,127.

- On October 27, 2015, the Board approved the 2016 San Antonio Water System (SAWS) budget by Resolution No. 15-259 and the 2016 District Special Project (DSP) budget by Resolution No. 15-260.

- The approved 2016 SAWS and DSP budgets included specific funding for the estimated total cost to execute the 2016 Capital Improvement Program (CIP) for SAWS and DSP, including any funds needed in connection with potential construction contract changes ("Owner Controlled Construction Changes"). Funds provided in the 2016 budgets for CIP totaled $235.7 million for SAWS and $11.5 million for DSP.

- In order to improve the monitoring and efficiency of construction changes, staff recommends that a portion of the SAWS and DSP 2016 CIP be specifically designated and authorized by the Board to fund potential Owner Controlled Construction Changes.

- The authorized funds for 2016 Owner Controlled Construction Changes will only be used to fund any necessary and appropriate changes during calendar year 2016 to construction contracts approved by the Board after February 1, 2016, or to construction contracts approved by the Board prior to February 1, 2016 where the previously approved contract contingency is not sufficient to cover the proposed construction contract changes.

- Total expenditures for the 2016 Owner Controlled Construction Changes are not to exceed the following amounts
  - SAWS - $5,652,495
  - DSP - $199,632
Owner Controlled Construction Changes in excess of the amount required by Texas Local Government Code Sections 252.048 and 271.060, will continue to require Board approval in accordance with SAWS Resolution No. 15-211 approved on September 1, 2015.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

There is no financial impact as a result of this action as the funding necessary for the 2016 Owner Controlled Construction Changes has been included in the Board approved 2016 Budgets for SAWS and DSP.

Mary Bailey, Vice President
Business Planning/Controller

APPROVED:

Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING EXPENDITURES OF FUNDS FOR OWNER CONTROLLED CONSTRUCTION CHANGES FOR THE CALENDAR YEAR ENDING DECEMBER 31, 2016 IN AN AMOUNT NOT TO EXCEED $5,852,127 IN CONNECTION THEREWITH; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on October 27, 2015 the Board approved the 2016 San Antonio Water System (the “System”) budget approved by Resolution No. 15-259 and the 2016 District Special Project (DSP) budget by Resolution No. 15-260; and

WHEREAS, the 2016 System and DSP budgets included specific funding for the estimated cost to execute the 2016 Capital Improvements Project (CIP) for the System and DSP in the amount of $235.7 million and $11.5 million, respectively, including funds needed in connection with potential construction contract changes; and

WHEREAS, in order to improve the monitoring and efficiency of construction changes, a portion of the System and DSP 2016 CIP will be specifically designated and authorized to fund potential Owner Controlled Construction Changes; and

WHEREAS, the authorized funds for 2016 Owner Controlled Construction Changes will only be used to fund any necessary and appropriate changes during calendar year 2016 to construction contracts approved by the Board after February 1, 2016, or to construction contracts approved by the Board prior to February 1, 2016 where the previously approved contract contingency is not sufficient to cover the proposed construction contract changes; and

WHEREAS, total expenditures for the 2016 Owner Controlled Construction Changes are not to exceed $5,852,127; and

WHEREAS, change orders in excess of the amount required by Texas Local Government Code Sections 252.048 and 271.060 will continue to require Board approval in accordance with SAWS Resolution No. 15-211 approved on September 1, 2015; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. Are hereby authorizing expenditures for Owner Controlled Construction Changes for the calendar year ending December 31, 2016 in an amount not to exceed $5,852,127.
2. That authorized funds for 2016 Owner Controlled Construction Changes are only to be used to fund any necessary and appropriate changes during calendar year 2016 to construction contracts approved by the Board after February 1, 2016, or to contracts approved by the Board prior to February 1, 2016 where the previously approved contract contingency is not sufficient to cover the proposed construction contract changes.

3. That staff is hereby directed to bring any change orders for construction projects in excess of the amount required by Texas Local Government Code Sections 252.048 and 271.060, will continue to require Board approval in accordance with SAWS Resolution No. 15-211 approved on September 1, 2015.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

__________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees

FROM: Darren Thompson, Director, Water Resources, and Donovan Burton, Vice President, Water Resources & Governmental Relations

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: APPROVING A WHOLESALE WATER SERVICE CONTRACT BETWEEN THE SAN ANTONIO WATER SYSTEM AND THE OAKS WATER SUPPLY CORPORATION

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution relates to a Wholesale Water Service Contract (the “Contract”) between San Antonio Water System (SAWS) and The Oaks Water Supply Corporation (“The Oaks”).

- The Oaks is the sole water provider for the Country Estates and Scenic Oaks Subdivisions with their primary supply of water coming from the Trinity Aquifer.

- Due to increased demands on the Trinity Aquifer and the severity of recent droughts, The Oaks began experiencing declining levels in their Trinity Aquifer wells and could no longer fully meet their water demands.

- In order to assist with meeting their water demands, SAWS and The Oaks executed a Wholesale Water Service Contract (the “Existing Contract”) for a term of 10 years, with an effective date of November 28, 2011.

- The Oaks has one connection point to SAWS distribution system.

- The terms of the Existing Contract provided that The Oaks would pay SAWS the current wholesale water monthly meter charge in accordance with the monthly meter charge established by City of San Antonio Ordinance and referenced in the City Code, and as was amended.

- In 2014, SAWS began transitioning wholesale customers to contracts with take-or-pay requirements (Take-or-Pay Contract).

- The Take-or-Pay Contract modified the definition of “Base Use” to the wholesale water rate schedule and provisions found in Chapter 34 of the City Code, and made wholesale customers subject to critical period cut-backs. The new contract also amended the “base use”
Approval of a Wholesale Water Contract
with The Oaks Water Supply Corporation

- The Take-or-Pay Contract would allow The Oaks to pay as they go for their water use, rather than apply a “Base Use” amount for each month as their Existing Contract currently stipulates.

- The Take-or-Pay Contract would also mitigate the financial impacts of the new meter and water use rates.

- The Oaks and SAWS have, therefore, agreed to terminate the Existing Contract and execute a Take-or-Pay Contract, the Wholesale Water Service Contract.

- The term of the Take-or-Pay Contract will be for 5 years, and will be effective on January 1, 2016.

- The Oaks agrees to an Annual Commitment from SAWS of 25 acre-feet of water per year subject to the terms of the Take-or-Pay Contract. The Oaks and SAWS agree that The Oaks may adjust its Annual Commitment up and down for years 1, 2, and 3 of the term of the Take-or-Pay Contract as long as it is not below 25 acre-feet.
  
  o For year one, The Oaks will adjust up their Annual Commitment to 55 acre-feet

- The Oaks will provide written notice to SAWS no later than December 15, 2018, if they intend to adjust the Annual Commitment for years 4 through 5 of the term of the Take-or-Pay Contract. The Adjusted Annual Commitment cannot be less than 25 acre-feet. The Adjusted Annual Commitment will remain unchanged and in effect for years 4 through 5 after December 15, 2018.

- The Oaks agrees the annual volume is subject to Critical Period cutbacks based on Edwards Aquifer Authority established Critical Periods.

- SAWS will make a good faith effort to notify the City on or about April 1st and June 1st documenting the Critical Period cutback and on or about September 1st documenting the annual cutback.

- The Oaks will pay SAWS the water rate charged in accordance with the wholesale water rates established by the City of San Antonio Ordinance, and as may be amended in the future.

Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

The Oaks agrees to a minimum Annual Commitment of 25 acre-feet of water per year, for the initial 3-year term of the Take-or-Pay Contract. The First year of the contract has an Annual Commitment adjusted up to 55 acre-feet, years two thru five have an estimated Annual Commitment of 25 acre-feet. The Estimated revenue for year one is $83,802.77 based on 55 acre-feet of water, and the estimated annual revenue for years two thru five is $41,045.61/yr. based on the 25 acre-feet of water a year. The approximate total for the contract in its entirety is $247,985.20.

Darren Thompson, Director
Water Resources

Donovan Burton, Vice President
Water Resources & Governmental Relations

APPROVED:

Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES CONCERNING BOTH THE SAN ANTONIO WATER SYSTEM AND THE OAKS WATER SUPPLY CORPORATION, APPROVING A CONTRACT FOR WHOLESALE WATER SERVICE WITH THE OAKS WATER SUPPLY CORPORATION; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A WHOLESALE WATER SERVICE CONTRACT WITH THE OAKS WATER SUPPLY CORPORATION; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, this action concerns both the San Antonio Water System (the “System”) and the Oaks Water Supply Corporation (“The Oaks”); and

WHEREAS, the System and the Oaks agree to terminate the existing Wholesale Water Service Contract, with the effective date of November 28, 2011; and

WHEREAS, the System and The Oaks have agreed to enter into a new Wholesale Water Service Contract (the “Contract”) from the System, with take-or-pay provisions regarding the Annual Commitment; and

WHEREAS, The Oaks agrees to pay the System the water rate charged in accordance with the wholesale water rates established by the City of San Antonio Ordinance, and as may be amended in the future; and

WHEREAS, the requirements in the contract include:

- The Contract will become effective on January 1, 2016 for a term of five years.
- The Oaks agrees to an Annual Commitment to purchase from the System 25 acre-feet of water per year subject to terms of the Agreement, which is to be paid for whether taken or not, for the term of the Contract.
- The Oaks and the System agree that The Oaks may adjust up its Annual Commitment for years 1, 2, and 3 of the term of the Take-or-Pay Contract.
  - For year one, The Oaks will adjust up their commitment to 55 acre-feet.
- The Oaks will provide written notice to the System no later than December 15, 2018, of their intent to adjust the Annual Commitment for years 4 through 5 of the term of the Take-or-Pay Contract.
- The Oaks is responsible for complying with applicable Texas Commission on Environmental Quality regulations with submitting a Conservation Plan and
when dealing with communications and notification of positive distribution samples.

- To support the System efforts to comply with Edwards Aquifer Authority restrictions, the amount of water available from the Annual Commitment to The Oaks will be reduced during any calendar year by the same amount as the Critical Period reductions by the Edwards Aquifer Authority.

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the Wholesale Water Service Contract with The Oaks Water Supply Corporation in substantially the form attached hereto as Exhibit I, and (ii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute the contract; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the Wholesale Water Service Contract between the System and The Oaks is hereby approved in substantially the form attached hereto as Exhibit I.

2. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the contract.

3. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

4. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

5. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016

Berto Guerra, Jr., Chairman

ATTEST:

Ernesto Arrellano, Jr., Secretary
WHOLESALE WATER SERVICE CONTRACT

This Wholesale Water Service Contract ("the Contract"), is entered into to be effective this ______ day of __________, 2016 (the “Effective Date”) by and between the San Antonio Water System Board of Trustees, a water, wastewater, and water reuse utility organized under Article 1115 V.A.T.S., and City Ordinance No. 75686 (the Indenture Ordinance), acting by and through its President and CEO, Robert R. Puente, pursuant to Board Resolution No. __________, (“System”), and The Oaks Water Supply Corporation (“The Oaks”).

Whereas, The Oaks supplies water to the Country Estates and Scenic Oaks Subdivisions; and

Whereas, The Oaks sole source of water came from the Trinity Aquifer, and

Whereas, The Oaks begin experiencing declining levels in their Trinity Aquifer wells; and

Whereas, the System and The Oaks executed a Wholesale Water Service Contract ("Existing Contract") for a term of 10 years, with an effective date of November 28, 2011; and

Whereas, the terms of the Existing Contract provided that The Oaks would pay the System the current wholesale water monthly meter charge in accordance with the monthly meter charge established by City of San Antonio Ordinance and referenced in the City Code, and as was amended; and

Whereas, The Oaks desires to enter into this Contract for water service with the System and terminate the Existing Contract; and

Whereas, the System desires to charge for the service provided to The Oaks on a take-or-pay basis; and

Whereas, The Oaks has agreed to pay all applicable water rates and agrees the annual commitment is subject to critical period cutbacks;

Now Therefore, the Parties hereto agree as follows:

1.0 Intent of the Parties

The purpose of this Contract is to supplement the water supply needs of The Oaks. Both Parties acknowledge and agree that water service shall be provided in accordance with the terms and conditions set out herein and pursuant to all applicable local, state, and federal laws.
2.00 Established Point of Delivery

2.01 The Parties hereto agree that the established point of delivery shall be at the following location (Attachment 1):

- 27000 Hazy Hollow Dr., 6” Service, Account No. 000128898-0128899-0001
  - Intersection of Hazy Hollow Dr. and IH10 W

3.00 General Obligations of Parties In Relation to the Established Point of Delivery

3.01 The System shall furnish, install, operate calibrate, and maintain at its own expense the necessary metering equipment and other devices required for properly measuring the quantity of water delivered to The Oaks. The System's obligations under this Contract shall terminate at the established point of delivery which is defined as the system owned meter (ref para. 2.01).

3.02 The Oaks shall construct, own, and maintain at its own expense, all mains and service lines required for the storage, transmission, and delivery of water from the established point of delivery.

4.00 Specific Obligations of The Oaks

4.01 The Oaks acknowledges and agrees that in the event the System's ability to provide water is curtailed or limited, the water being supplied to The Oaks under this Contract may be reduced at the sole discretion of the System. The Oaks further acknowledges that the System shall not be liable in any way to the event of a reduction under this subsection.

4.02 The Oaks shall perform all necessary tests to insure that all applicable water quality standards are met due to the blending of water supplied by the System with water generated by The Oaks or supplied by other third party sources at the time of delivery, should multiple sources of water be mixed.

4.03 The Oaks is responsible for complying with applicable Texas Commission on Environmental Quality (TCEQ) regulations when dealing with communication and notification of positive distribution samples. The Oaks failure to notify the System within the TCEQ regulatory guidelines may cause The Oaks to incur the costs associated with the System’s compliance with the TCEQ regulations for which the System is responsible.

4.04 The Oaks shall not resell any water supplied under this Contract to any wholesale water customer. The Oaks shall only supply such water to its retail customers located within The Oaks service area which is detailed in Attachment I, which is attached hereto and incorporated herein. The Oaks may distribute the water to other wholesale and or retail water providers at no charge for the sole purpose of conducting the daily operational needs of The Oaks distribution system.
4.05 The Oaks shall make the required payments in accordance with Section 7 of this contract.

4.06 The Oaks shall develop and implement a water conservation plan using the applicable elements of 30 TAC Chapter 288. The Oaks agrees to make available a copy of the approved Conservation Plan to the System upon request.

5.00 Specific Obligations of System

5.01 The System shall deliver water to The Oaks under this Contract at the established point of delivery described in section 2.01 of this contract.

5.02 The System shall furnish, install, operate, calibrate, and maintain, at its sole expense the necessary metering equipment at the meter sites supplied by The Oaks. Such metering equipment shall measure the quantity of water delivered to The Oaks.

5.03 The System shall supply water to the established point of delivery which meets the applicable local, state and federal requirements for potable water.

5.04 The System will perform monthly meter reads at the points of delivery.

5.05 The System shall supply water from any water supply source: groundwater, surface water, or any combination thereof from the System’s diversified water supply portfolio to The Oaks. Should a change in water source occur, it will in no way have an impact on the take or pay obligations of the contract or the critical period reductions imposed under Section 6.02.

6.00 Annual Commitment and Rates

6.01 The annual commitment is the quantity of water to be paid for, whether taken or not, on an annual basis, subject to critical period cutbacks as described in Section 6.02 (“Annual Commitment”). The Annual Commitment is the Base Use amount of water for which The Oaks will be billed, as described further in Section 6.04, including a reduction based on the actual cut-back percentage imposed by the EAA, if any.

The Oaks agrees to an Annual Commitment in the amount of no less than 25 acre-feet of water. The Annual Commitment may be adjusted as per the terms outlined below, but can never be less than 25 acre-feet during the 5 year term of this Contract.

The Oaks will adjust its Annual Commitment for Year 1 to purchase 55 acre-feet from the System. The Annual Commitment may also be adjusted for Years 2 and 3 of the term of this Contract, but cannot be less than 25 acre-feet. For year 2 of the term of this Contract, The Oaks must provide written notice to the System, received no later than December 15, 2016, of its intent to adjust the Annual Commitment for Year 2. For year 3 of the term of this Contract, The Oaks must provide written notice to the System, received no later than December 15, 2017, of its intent to adjust the Annual Commitment for Year 3. If written
notice is not provided by The Oaks to the System by either of the aforementioned deadlines, the Annual Commitment will remain unchanged for the year the written notice was not provided. Adjustments to the Annual Commitment will become effective January 1st for the year the adjustment is requested. The Annual Commitment, as adjusted, will be subject to the take-or-pay terms and critical period reductions set out herein.

The Oaks will provide written notice to the System, received no later than December 15, 2018, if they intend to adjust the Annual Commitment ("Adjusted Annual Commitment") for years 4 and 5 of the term of this Contract. The Adjusted Annual Commitment cannot be less than 25 acre-feet. The Adjusted Annual Commitment will remain unchanged and in effect for years 4 and 5 of the term of this Contract. The Adjusted Annual Commitment will be subject to the take-or-pay terms and critical period reductions set out herein.

6.02 The Edwards Aquifer Authority (EAA) imposes limitations on the amount of Edwards Aquifer water available to the System during times of established Critical Periods. The System further determines the percentage cut-back to-date as each Critical Period is imposed. To support the System’s efforts to comply with the EAA restrictions, the amount available to The Oaks during any calendar year will be reduced at the same average cut-back percentages the EAA imposes upon the System during that calendar year as per Texas Water Code Section 11.039. On or about April first, June first, and September first the System will make a good faith effort to electronically notify The Oaks with a report documenting the estimated critical period cutback to-date and projected annual critical period cutback. At any time during the year The Oaks may request from the System an estimate of the critical period reduction from the annual commitment in effect for that calendar year. The Oaks acknowledges that these estimates represent SAWS best efforts to estimate the critical period reduction and that the actual critical period reduction to the annual commitment each year will be based on the actual cut-back percentages imposed by the EAA which may be more or less than the System’s estimates.

6.03 The Oaks shall pay the System the wholesale water monthly meter charge as established by City of San Antonio Ordinance and referenced in the City of San Antonio Code, which may be amended, or repealed and replaced ("City of San Antonio Ordinance") for each service connection identified in Section 2.01. Additionally, based upon the aggregate volume of water taken each month through the point of delivery described in Section 2.01 of this contract, The Oaks shall pay a volumetric water charge based on the rates established by the City of San Antonio Ordinance for wholesale customers, including the applicable water supply fee and Edwards Aquifer Authority Permit Fee.

6.04 The Base Use rate block will apply to all water taken by The Oaks during the calendar year up to the amount of the Annual Commitment as defined in Section 6.01 and adjusted by Section 6.02 ("Reduced Annual Commitment"). If the cumulative amount of water taken by The Oaks exceeds the Reduced Annual Commitment ("Excess Water") at any time during a calendar year, the water charge for the Excess Water will be determined using the additional wholesale water rate blocks as outlined in the City of San Antonio Ordinance.

6.05 Monthly charges will be based on water flowing through each meter during the month.
At the end of each calendar year, the System will calculate total water used by The Oaks during the calendar year. If the volume of water measured through all meters during a calendar year is less than the annual commitment in effect during that calendar year, the System will invoice The Oaks a true-up amount in January of the following calendar year to bring the total water billed to The Oaks equal to the annual commitment as defined in Section 6.01 and adjusted by Section 6.02.

7.00 Billing and Payment Procedures

7.01 Monthly meter and volume charges and any true-up charge billed in accordance with Section 6.00 herein shall be payable on or before thirty (30) calendar days from the date of the mailing of the bill.

7.02 A penalty for late payment in the amount of five (5) percent of the net charges shall be added to the current charges owing if full payment for such charges is not made to the System on or before thirty (30) calendar days from the date of mailing or electronic submittal of the bill. The above notwithstanding, in the event any applicable statute, rule, or regulations pertaining to customers classified as state agencies and political subdivisions is in conflict with any provisions in this subsection, such statute, rule, or regulations shall prevail over any provision of this subsection in conflict therewith.

7.03 If payment of past due charges is not received by the System within thirty (30) calendar days after the due date the statement shall be deemed delinquent. The System shall notify The Oaks in writing when any such payment shall become delinquent and if such delinquency is not removed within thirty (30) calendar days after the sending of such written notice, the System may, at its discretion cease supplying water to The Oaks under the terms of this Contract. After water has ceased to be supplied, the System may at its discretion, notify The Oaks of its intention to declare this Contract forfeited and null and void. Upon such notice, The Oaks shall have thirty (30) calendar days to pay all delinquent penalties and charges in order to reinstate water service prior to final action by the System declaring this Contract forfeited and null and void.

7.04 Date, Place, and Method of Payment. All payments due the System under this Contract will be mailed to the following address unless otherwise directed by the President/Chief Executive Officer or his designated Representative:

Revenue Accountant
Revenue Control
P.O. Box 2449
San Antonio, TX 78298-2449

Checks shall be made payable to the San Antonio Water System. Should The Oaks choose to make an electronic transfer, the procedures for such transfers shall be established between The Oaks and the System.
8.00 Interruption and/or Suspension of Service

8.01 The Oaks further agrees that nothing herein shall be construed to prohibit the System from interrupting and/or suspending service in the event of a maintenance operation or emergency repair for a reasonable period of time necessary to respond to such maintenance operation or emergency repairs. The Oaks shall cooperate with the System during such periods of maintenance operation and emergency repair a manner consistent with the preservation of and the protection of the public health, safety, and welfare. The Oaks further acknowledges that the System shall not be liable in any way in the event of an interruption or suspension of service.

9.00 Shall Not Conflict with Indenture or Charter Provision

The Parties acknowledge and agree that this contract shall not conflict with the provisions of the System's Indenture set out in the City of San Antonio ordinance No. 75686.

10.00 Term of Contract

Subject to the conditions identified in paragraphs 4.01, the term of this Contract shall begin on January 1, 2016 upon the execution of the last party executing this Contract. The term of this contract shall be for a period of five (5) years.

11.00 Termination

11.01 Either party shall have the right to terminate this Contract in the event of a material breach of the provisions of this contract by the other if the defaulting Party has not cured such material breach within ninety (90) days after the non-defaulting party has made written demand to cure the same. The Contract may be terminated at any time upon the mutual written consent of the parties.

11.02 Either party may terminate this Contract by providing written notice to the other party of its intent to terminate this Contract in one year from the date of receipt of notice.

12.00 Assignment

No assignment of this Contract, in whole or in part for any purpose shall be made by either System or The Oaks without the prior written consent of the other Party. Subject to this limitation this Contract shall bind and insure to the benefit of the successors and assigns of the Parties.

13.00 Notices

Written notices required by the terms of this Contract shall be in writing and deposited in the United States mail addressed to such party at the address set forth below:
If to the San Antonio Water System:
San Antonio Water System
C/o Director of Water Resources
P.O. Box 2449
San Antonio, TX 78298-2449

If to The Oaks Water Supply Corporation:
The Oaks Water Supply Corporation
C/o Jim Lincoln, Secretary/Treasurer
26058 Hazy Hollow Dr.
San Antonio, TX 78255

These addresses may be changed by either Party by notice in writing given to the other Party.

14.00 Interpretation of Contract
This Contract or any portion thereof shall not be interpreted by a court of law to the detriment of a party based solely upon that Party's authorship of the Contract or any portion thereof.

15.00 Severability
If for any reason, any one or more paragraphs of this Contract are held legally invalid, such judgment shall not prejudice, affect, impair or invalidate the remaining paragraphs of the Contract as a whole, but shall be confined to the specific paragraphs, clauses, or paragraphs of this Contract held legally invalid.

16.00 Entire Contract
This Contract constitutes the entire contractual relationship between the Parties hereto and supersedes all prior contracts, understandings and arrangements, oral or written, between the Parties hereto with respect to the subject matter hereof.

17.00 Governing Law
This Contract shall be construed and enforced in accordance with and governed by the laws of the State of Texas.

18.00 Execution in Counterparts
This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.
19.00 Amendments and Waivers

This Contract may not be modified or amended except by an instrument or instruments in writing signed by the party against whom endorsement of any such modification or amendment is sought. The waiver by any party hereto of a breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach.

20.00 Authority to Contract

System hereby affirms that it has the authority to enter into this Contract pursuant to a duly adopted resolution of its Board of Trustees and that its President and Chief Executive Officer has the authority to execute this Contract.

21.00 Effective Date

This Contract shall be effective upon execution, subject to the terms and conditions set forth herein, including, 4.01 and 10.00 above, and based on the date of the later party’s signature approval. The Existing Contract is hereby terminated.

SAN ANTONIO WATER SYSTEM

By: __________________________
Name: Robert R. Puente
Title: President/CEO

THE OAKS WATER SUPPLY CORPORATION

By: __________________________
Name: Kay Day
Title: President
ACKNOWLEDGEMENTS

STATE OF TEXAS §

§

COUNTY OF BEXAR §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Robert R. Puente, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said person and that he has executed the same as of the San Antonio Water System for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this ____ day of ____, 2016.

Notary Public

STATE OF TEXAS §

§

COUNTY OF BEXAR §

BEFORE ME, the undersigned Notary Public, on this day personally appeared ____________, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said person and that she has executed the same as President of the ______ for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 21 day of January, 2016.

Notary Public

[Notary Seal]

Christopher DeLeon
Notary Public, State of Texas
Comm. Expires 05-16-2018
Notary ID 12982174-8
Attachment I

Legend

● The Oaks Wholesale Meter

The Oaks WSC

0 0.125 0.25 0.5 0.75 1 Miles

The Oaks WSC
TO: San Antonio Water System Board of Trustees

FROM: Scott R. Halty, Director, Resource Protection and Compliance, and Steven M. Clouse, Sr. Vice President/Chief Operating Officer

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AWARD OF PROFESSIONAL SERVICES CONTRACT FOR THE DEAD-END MAIN ASSESSMENT PROGRAM

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Freese and Nichols, Inc., a local, non-SMWB firm, and authorizes funds in the amount of $260,834.00 for the development of a dead-end main assessment program.

- The San Antonio Water System (SAWS), by letter dated March 31, 2015 from the Texas Commission on Environmental Quality, was directed to have a report completed outlining SAWS Dead-End Main Assessment Program to substantiate SAWS request for an exception to Title 30 Texas Administrative Code (30 TAC) Section 290.46(l).

- SAWS is pursuing the exception for the purpose of minimizing water waste while still insuring that the public health and safety is adequately protected.

- A Request for Qualifications was developed to solicit statements of qualifications from firms interested and qualified to create a dead-end main assessment program for SAWS.

- The scope of work may include data review and analysis, infrastructure review, field sampling, hydraulic modeling, entry of data in GIS, and regulatory agency coordination.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The item/services will be paid from System funds budgeted in the CY 2016 O & M budget. The total contract amount will not exceed $260,834.00.

SUPPLEMENTARY COMMENTS:

Two firms responded to the Request for Qualifications. Freese and Nichols, Inc. was selected as the most qualified firm through SAWS’ Architect/Engineer Selection Procedure.
The submitting firms are as follows:

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>LOCAL/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>McKim &amp; Creed</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Freese and Nichols*</td>
<td>Local/Non-SMWB</td>
</tr>
</tbody>
</table>

*Selected Firm

### DEAD-END MAIN ASSESSMENT PROGRAM

**FREESE AND NICHOLS, INC.**

<table>
<thead>
<tr>
<th>SMWB ANALYSIS – BOARD AWARD</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - African American</td>
<td>25.00%</td>
</tr>
<tr>
<td>MBE - Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE - Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE - Non-Minority</td>
<td>0.00%</td>
</tr>
<tr>
<td><strong>SMWB Total</strong></td>
<td><strong>25.00%</strong></td>
</tr>
</tbody>
</table>

Scott R. Halty, Director  
Resource Protection and Compliance

Steven M. Clouse  
Sr. Vice President/Chief Operating Officer

APPROVED:

Robert R. Puente  
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES AWARDING A PROFESSIONAL SERVICES
CONTRACT TO FREESE AND NICHOLS, INC. IN AN
AMOUNT NOT TO EXCEED $260,834.00 IN CONNECTION
WITH THE DEAD-END MAIN ASSESSMENT PROGRAM;
APPROVING THE EXPENDITURE OF FUNDS IN AN
AMOUNT NOT TO EXCEED $260,834.00 FROM THE
SYSTEM FUND; AUTHORIZING THE PRESIDENT/CHIEF
EXECUTIVE OFFICER OR HIS DULY APPOINTED
DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES
CONTRACT WITH FREESE AND NICHOLS, INC. AND TO
PAY FREESE AND NICHOLS, INC. AN AMOUNT NOT TO
EXCEED $260,834.00 FOR THE PROJECT WORK;
FINDING THE RESOLUTION TO HAVE BEEN
CONSIDERED PURSUANT TO THE LAWS GOVERNING
OPEN MEETINGS; PROVIDING A SEVERABILITY
CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”), by letter dated March
31, 2015 from the Texas Commission on Environmental Quality, was directed to have a report
completed outlining the System’s Dead-End Main Assessment Program to substantiate the
System’s request for an exception to Title 30 Texas Administrative Code (30 TAC) Section
290.46(l); and

WHEREAS, the System is pursuing the exception for the purpose of minimizing
water waste while still ensuring that the public health and safety is adequately protected; and

WHEREAS, the scope of work may include data review and analysis,
infrastructure review, field sampling, hydraulic modeling, entry of data in GIS, and regulatory
agency coordination; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award
a professional services contract to Freese and Nichols, Inc. in an amount not to exceed $260,834.00
in connection with the Dead-End Main Assessment Program, (ii) to authorize the expenditure of
funds from the System Fund to pay for obligations incurred pursuant to the professional services
contract, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee
to execute a standard professional services contract with Freese and Nichols, Inc., and to pay an
amount not to exceed $260,834.00 to Freese and Nichols, Inc. for the project work in connection
with this contract; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES:
1. That a professional services contract in an amount not to exceed $260,834.00, is hereby awarded to Freese and Nichols, Inc. for services in connection with the Dead-End Main Assessment Program.

2. That an amount not to exceed $260,834.00 for the project work is hereby approved and made available from the System Fund.

3. That the System’s President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a standard professional services contract with Freese and Nichols, Inc., and to make payment in an amount not to exceed $260,834.00 to Freese and Nichols, Inc. for the project work.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and the public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid, or ineffective.

6. This resolution becomes effective immediately upon its passage.

    PASSED AND APPROVED this 5th day of February, 2016.

    ________________________________
    Berto Guerra, Jr., Chairman

ATTEST:

    ________________________________
    Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees

FROM: Jeffrey J. Haby, P.E., Vice President, Production and Treatment, and Steven Clouse, Senior Vice President/Chief Operating Officer

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: RATIFICATION OF THE AWARD OF A SERVICES CONTRACT FOR THE WURZBACH PARKWAY EMERGENCY BYPASS PUMPING PROJECT

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution ratifies the actions of the Vice President of Production and Treatment in awarding a services contract to Western Oilfields Supply Co. dba Rain for Rent (Rain for Rent) for an emergency bypass pumping system in the amount of $495,110.36 in connection with the Wurzbach Parkway Emergency Bypass Pumping Project.

- San Antonio Water System (SAWS) is required under the Consent Decree entered on October 15, 2013 to address unpermitted discharges, namely sanitary sewer overflows (SSOs).

- SAWS has been experiencing recurring SSOs in the vicinity of Starcrest Drive and Wurzbach Parkway. Several of these SSOs have exceeded 100,000 gallons. This contract installs and operates a temporary bypass pumping system and increases the flow capacity of the wastewater collection system with the intent to minimize the potential of SSOs at that specific area.

- SAWS is presently in the process of awarding a design contract for a capital improvement project for permanent upgrades to the area. The time necessary to design and construct the permanent upgrades may necessitate the operation of the temporary bypass system for up to five years.

- SAWS’ base bid included the cost for set-up and by-pass pumping for a single 24-inch force main. During the evaluation of the bids, SAWS Staff recommended that dual 18-inch force mains be purchased in lieu of rental or purchase of a single 24-inch force main because of better operating characteristics due to increased velocities at low pumping rates. SAWS also owns a high density polyethylene (HDPE) fusing machine that is capable of fusing pipe up to 18-inch. This will allow SAWS to utilize the pipe on other projects as needed. The additional cost for set-up and installation of the dual 18-inch force mains is $27,971.36.

- The total cost for the bypass pumping system, including the pumps, piping, fuel, and labor, for 365 calendar days is the amount not to exceed $495,110.36 which includes the additional $27,971.36 for set-up and installation of dual 18-inch force mains. SAWS has the option to
renew this contract for up to four additional years allowing for up to a 5% increase in cost for inflation per year.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The cost for this emergency project will be paid from the System Fund budgeted in the 2016 Budget (Company: 1000; Accounting Unit: 5044500; Account: 511220). The contract number is 16-16005. The total amount is $495,110.36.

Funds for these contract services to be provided during FY 2017 will be paid from System funds budgeted in the 2017 Budget, pursuant to and contingent upon Board approval of the 2017 budget with a line item for such expenditures (Company: 1000; Accounting Unit: 5044500; Account: 511220).

**SUPPLEMENTARY COMMENTS:**

A summary of the costs associated with the services contract with Rain for Rent for an emergency bypass pumping system for the Wurzbach Parkway Emergency Bypass Pumping Project is as follows:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization and set-up of bypass (Base Bid/24-inch force main)</td>
<td>$32,692.48</td>
</tr>
<tr>
<td>Additional mobilization and set-up costs for dual 18-inch force mains</td>
<td>$27,971.36</td>
</tr>
<tr>
<td>Rental of bypass pumps, valves and fittings</td>
<td>$72,018.72</td>
</tr>
<tr>
<td>Purchase of bypass piping (dual 18-inch DR26 with 2,000 LF of DR17)</td>
<td>$197,948.00</td>
</tr>
<tr>
<td>Pump watch (24-hour days)</td>
<td>$115,440.00</td>
</tr>
<tr>
<td>Fuel (during pump operation only)</td>
<td>$31,886.40</td>
</tr>
<tr>
<td>Demobilization and teardown of bypass</td>
<td>$17,153.40</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$495,110.36</strong></td>
</tr>
</tbody>
</table>
The bid opening was held on January 21, 2016 at 12:00 p.m. The following bids were submitted:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>LOCAL/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Western Oilfields Supply Company dba Rain for Rent</td>
<td>$467,139.00*</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Xylem Dewatering Solutions, Inc.</td>
<td>$532,649.00**</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Sunbelt Rentals, Inc.</td>
<td>$660,000.79</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Midas Flow Control</td>
<td>$743,840.00</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>United Rentals (North America), Inc.</td>
<td>$1,082,454.00</td>
<td>Local/Non-SMWB</td>
</tr>
</tbody>
</table>

*Reflects the base bid and does not include the additional $27,971.36 for set-up and installation of dual 18-inch force mains.

**Did not provide a bid for dual 18-inch force mains.

Jeffrey J. Huby, P.E.
Vice President
Production and Treatment

Steve Clouse
Sr. Vice President/Chief Operating Officer

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES RATIFYING THE ACTIONS OF THE VICE PRESIDENT OF PRODUCTION AND TREATMENT IN AWARDING A SERVICES CONTRACT TO WESTERN OILFIELDS SUPPLY CO. DBA RAIN FOR RENT IN THE AMOUNT OF $495,110.36 IN CONNECTION WITH THE WURZBACH PARKWAY EMERGENCY BYPASS PUMPING PROJECT; APPROVING THE EXPENDITURE OF FUNDS AND TO MAKE AVAILABLE FROM THE SYSTEM FUND THE NOT TO EXCEED AMOUNT OF $495,110.36 FOR THE PROJECT WORK AND THAT THE SUBSEQUENT YEARS’ EXPENDITURES ARE PURSUANT TO AND CONTINGENT UPON BOARD APPROVAL OF THE SUBSEQUENT YEARS’ BUDGETS WITH A LINE ITEM FOR SUCH EXPENDITURES; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE SERVICES CONTRACT AND TO PAY WESTERN OILFIELDS SUPPLY CO. DBA RAIN FOR RENT AN AMOUNT NOT TO EXCEED $495,110.36 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) is required under a Consent Decree to address unpermitted discharges, namely sanitary sewer overflows (SSOs); and

WHEREAS, the System has been experiencing recurring SSOs in the vicinity of Starcrest Drive and Wurzbach Parkway, several of which have exceeded 100,000 gallons requiring public notice; and

WHEREAS, this contract installs and operates a temporary bypass pumping system (“project work”) and increases the flow capacity of the wastewater collection system with the intent to minimize the potential of SSOs at that specific area; and

WHEREAS, the total cost for the bypass pumping system, including the pumps, piping, fuel, and labor, for the emergency project is not to exceed $495,110.36; and

WHEREAS, System funds in the total amount of $495,110.36 are required for the project work and made available from the System Fund; and
WHEREAS, the San Antonio Water System Board of Trustees desires to (i) ratify the actions of the Vice President of Production and Treatment in awarding a services contract to Western Oilfields Supply Co. dba Rain for Rent (Rain for Rent) in an amount not to exceed $495,110.36 for the project work in connection with the Wurzbach Parkway Emergency Bypass Pumping Project. (ii) approve the expenditure of System funds in the amount of $495,110.36 for the project work, and that the subsequent years’ expenditures are pursuant to and contingent upon Board approval of the subsequent years’ budgets with a line item for such expenditures, (iii) make available a total amount of $495,110.36 from the System Fund for the project work, and (iv) authorize the President/Chief Executive Officer or his duly appointed designee to execute the services contract and to make payment in an amount not to exceed $495,110.36 to Rain for Rent for the project work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That an emergency bypass pumping system is necessary to provide increased capacity to the wastewater collection system with the intent to minimize the potential of SSOs in the vicinity of Starcrest Drive and Wurzbach Parkway.

2. That the actions of the Vice President of Production and Treatment in awarding a services contract to Rain for Rent in an amount not to exceed $495,110.36 for the project work in connection with the Wurzbach Parkway Emergency Bypass Pumping Project are hereby ratified.

3. That the expenditure of System funds in an amount not to exceed $495,110.36 for the project work is hereby approved.

4. That the total amount $495,110.36 for the project work is hereby made available for expenditure from the System Fund, and that subsequent years’ expenditures are pursuant to and contingent upon Board approval of the subsequent years’ budgets with a line item for such expenditures.

5. That the System’s President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the services contract and to make payment in the amount of $495,110.36 to Rain for Rent for the project work in connection with the Wurzbach Parkway Emergency Bypass Pumping Project.

6. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.
7. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid, or ineffective.

8. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

__________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees

FROM: Philip C. Campos, Jr., Director, Contracting, and Nancy Belinsky, Vice President and General Counsel

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: DELEGATION OF AUTHORITY TO ADMINISTRATIVELY APPROVE ADDITIONAL EXPENDITURES UP TO $25,000.00 FOR CONTRACTS PREVIOUSLY APPROVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution delegates authority to the President/Chief Executive Officer to administratively approve in calendar year 2016 additional expenditures in an amount not to exceed $25,000.00 in the aggregate for each contract or agreement previously approved by the Board of Trustees (the “Board”) and directs the staff to provide the Board with an end-of-year report and to seek re-delegation of this authority on an annual basis.

- San Antonio Water System (the “System”) is party to numerous contracts and agreements that are approved by the Board.

- From time to time, contracts or agreements which have previously been approved by the Board may require an additional expenditure in only a nominal amount.

- In order to improve efficiency of the System, by Resolution No. 10-031 on January 12, 2010, the Board authorized the President/Chief Executive Officer to have the flexibility to administratively approve additional expenditures and appropriate additional funds in an amount not to exceed $10,000.00 in aggregate per contract or agreement previously approved by the Board.

- The appropriation of funds for CY 2010 was in an amount not to exceed $100,000.00 in the aggregate for all contracts or agreements administratively approved.

- By Resolution No. 15-043 on February 10, 2015, the Board authorized an increase from $10,000.00 to $25,000.00 for the President/Chief Executive Officer administrative approvals.

- Since the 2010 Resolution, the Board has approved Resolutions in 2011, 2012, 2013, 2014 and 2015 providing for continued authorization for administrative approvals in the appropriate amounts ($10,000.00 or $25,000.00) in the aggregate per contract or agreement.
Delegation of Authority to Administerably
Approve Additional Expenditures up to $25,000.00

previously approved by the Board and appropriated funds not to exceed $100,000.00 in the aggregate for all contracts.

- Each year, the Board has also required System staff to provide the Board with an end-of-year report and to return to the Board on an annual basis for similar authority for each subsequent calendar year.

- In 2015, the President/Chief Executive Officer utilized this authority six times, to approve an aggregate expenditure of $99,762.30.

<table>
<thead>
<tr>
<th>Date Signed</th>
<th>Contractor/Consultant</th>
<th>Project Name</th>
<th>Amount</th>
<th>Contract %</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/10/2015</td>
<td>Don Durben, Inc. dba Civil Engineering Consultants</td>
<td>WRIP, Project 1 Pipeline, Segment II</td>
<td>$8,971.00</td>
<td>0.30%</td>
</tr>
<tr>
<td>2/18/2015</td>
<td>H.L. Zumwalt Construction, Inc.</td>
<td>Annual 2012 Asphalt Overly Work Order Construction Contract</td>
<td>$24,131.30</td>
<td>0.44%</td>
</tr>
<tr>
<td>2/26/2015</td>
<td>Tetra Tech, Inc.</td>
<td>Lift Station Elimination, Phase III</td>
<td>$9,830.00</td>
<td>9.57%</td>
</tr>
<tr>
<td>4/8/2015</td>
<td>K.M. Ng &amp; Associates, a division of Merrick &amp; Co.</td>
<td>2013 Unspecified Engineering Design Services – Governmental - III</td>
<td>$16,000.00</td>
<td>2.67%</td>
</tr>
<tr>
<td>9/2/2015</td>
<td>GMK Engineers</td>
<td>City of Castle Hills 2014 – 2015 Street Maintenance</td>
<td>$15,830.00</td>
<td>15.32%</td>
</tr>
<tr>
<td>9/14/2015</td>
<td>Fugro Consultants, Inc.</td>
<td>2008 Geotechnical &amp; Construction Materials Testing Services</td>
<td>$25,000.00</td>
<td>8.33%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$99,762.30</strong></td>
<td></td>
</tr>
</tbody>
</table>

- Due to the improved efficiency, it would be in the best interest of the System to allow the President/Chief Executive Officer to continue to have the flexibility to administratively approve additional expenditures to an amount not to exceed $25,000.00 in aggregate per contract or agreement previously approved by the Board.

- The appropriation of funds for CY 2016 is an amount not to exceed $100,000.00 in the aggregate for all contracts or agreements administratively approved.
Delegation of Authority to Administratively Approve Additional Expenditures up to $25,000.00

- To institute safeguards and ensure future authorization for this delegation of authority is approved by all then existing members of the Board, this delegation is only for calendar year 2016, and System staff to provide the Board with an end-of-year report and to return to the Board on an annual basis for similar authority for each subsequent calendar year.

**FINANCIAL IMPACT:**

The total amount not to exceed $100,000.00 in CY 2016.

**SUPPLEMENTARY COMMENTS:**

The historical use of this authority is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amounts Approved</th>
<th>Times Used</th>
<th>Limit per Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>2010</td>
<td>$22,789.67</td>
<td>5</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2011</td>
<td>$34,098.55</td>
<td>7</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2012</td>
<td>$20,617.68</td>
<td>3</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2013</td>
<td>$61,376.89</td>
<td>7</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2014</td>
<td>$35,578.00</td>
<td>5</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2015</td>
<td>$99,762.30</td>
<td>6</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

Philip C. Campos, Jr.  
Director, Contracting

Nancy Belinsky  
Vice President and General Counsel

APPROVED:

Robert R. Puente  
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER TO ADMINISTRATIVELY APPROVE IN CALENDAR YEAR 2016 ADDITIONAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $25,000.00 IN THE AGGREGATE FOR EACH CONTRACT OR AGREEMENT PREVIOUSLY APPROVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES; AUTHORIZING APPROPRIATION OF FUNDS IN AN AMOUNT NOT TO EXCEED $100,000.00 FOR THIS PURPOSE; DIRECTING THE STAFF TO PROVIDE THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES WITH AN END-OF-YEAR REPORT AND TO SEEK RE-DELEGATION OF THIS AUTHORITY ON AN ANNUAL BASIS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) is party to numerous contracts and agreements that are approved by the Board of Trustees (the “Board”); and

WHEREAS, from time to time, the contracts or agreements previously approved by the Board may require an additional expenditure in only a nominal amount; and

WHEREAS, in order to improve efficiency of the System, the Board recognizes the benefit of allowing the President/Chief Executive Officer from time to time, to have the flexibility to administratively approve additional expenditures and appropriate additional funds in an amount not to exceed $25,000.00 in the aggregate per contract or agreement previously approved by the Board; and

WHEREAS, the Board would like to delegate this authority on an annual basis, and by this resolution authorizes the President/Chief Executive Officer to administratively approve additional expenditures and appropriate additional funds in calendar year 2016 in an amount not to exceed $25,000.00 in the aggregate per contract or agreement previously approved by the Board, and appropriates an amount not to exceed $100,000.00 for CY 2016 for this purpose; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to delegate this authority on an annual basis, and by this resolution authorizes the President/Chief Executive Officer to administratively approve additional expenditures in calendar year 2016 in an amount not to exceed $25,000.00 in the aggregate per contract or agreement previously approved by the San Antonio Water System Board of Trustees, (ii) to appropriate funds in an amount not to exceed $100,000.00 for this purpose, and (iii) to direct the San Antonio Water System staff to
provide the San Antonio Water System Board of Trustees with an end-of-year report and to seek re-delegation of this authority on an annual basis; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the President/Chief Executive Officer is hereby authorized during calendar year 2016 to approve additional expenditures in an amount not to exceed $25,000.00 in the aggregate per contract or agreement previously approved by the Board, without further individual action by the Board.

2. That an amount not to exceed $100,000.00 is hereby appropriated for this purpose.

3. That the System staff is hereby directed to provide the Board with an end-of-year report and to seek re-authorization of this authority on an annual basis.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 4, Chapter 551, Government Code.

5. If any section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees

FROM: Philip C. Campos, Jr., Director, Contracting and Nancy Belinsky, Vice President and General Counsel

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: ACCEPTING THE SAN ANTONIO WATER SYSTEM MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISE PROGRAM DISPARITY STUDY FINDINGS FOR PURPOSES OF POLICY DEVELOPMENT

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution accepts the San Antonio Water System (SAWS) Minority and Woman-owned Business Enterprise (M/WBE) Disparity Study (the “Disparity Study”) findings for purposes of policy development; and directs the President/Chief Executive Officer to develop a Small, Minority, and Woman-Owned Business Enterprise Program Policy for the San Antonio Water System Board of Trustees’ (the “Board”) consideration based upon the study’s findings and related public comment.

- In 2013, the Board approved a contract with MGT of America, Inc. (MGT) to conduct the SAWS Disparity Study.
- The Disparity Study’s scope allowed MGT to fully analyze SAWS’ payment data from 2011 through 2013 to measure M/WBE utilization and census information to determine the M/WBE firms that are available to contract with SAWS. This information was ultimately used to calculate a disparity index with regard to local M/WBE participation.
- SAWS’ SMWB Policy should be narrowly-tailored around Disparity Study data that has been approved by the Board.
- Staff briefed the Board about the Disparity Study findings during the January 5, 2016 Board Meeting. The Disparity Study was released to the public via the SAWS website and a special feedback option was created to allow for public comment via the SAWS site.
- In advance of the Board’s decision regarding acceptance of the Disparity Study, an information outreach effort was initiated via presentations made to area chambers of commerce and trade associations. Staff will continue to gather input from the local business community prior to a full development of the SAWS SMWB Program policy.

Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

There is no current fiscal impact to the System Fund.

Philip C. Campos, Jr.
Director, Contracting

Nancy Belinsky
Vice President and General Counsel

Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE SAN ANTONIO WATER SYSTEM MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISE PROGRAM DISPARITY STUDY FINDINGS FOR PURPOSES OF POLICY DEVELOPMENT; AND DIRECTING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO DEVELOP A SMALL, MINORITY, AND WOMAN-OWNED BUSINESS PROGRAM POLICY FOR THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES’ CONSIDERATION BASED UPON THE STUDY’S FINDINGS AND RELATED PUBLIC COMMENT; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, in October 2013, the San Antonio Water System (the “System”) Board of Trustees approved a contract with MGT of America, Inc. (MGT) to conduct the System’s Minority and Woman-owned Business Enterprise Program (M/WBE) Disparity Study (the “Disparity Study”); and

WHEREAS, the necessity for conducting a disparity study emanated from the U.S. Supreme Court case Richmond v. J.A. Croson Co. (1989), which mandated a strong basis in evidence to establish a compelling governmental interest for remedial procurement programs; and

WHEREAS, for System’s relevant marketplace, the Disparity Study analyzed System payment data from 2011 thru 2013 to measure M/WBE utilization and used census information to determine the M/WBE firms that are available to contract with the System, and also evaluated the System’s current Small, Minority, and Woman-Owned Business (SMWB) Program, while identifying opportunities to improve the System’s SMWB Program; and

WHEREAS, during the January 5, 2016 Board Meeting, the System’s Board of Trustees was briefed about the Disparity Study findings; and

WHEREAS, the release of the Study on that same date also began a public comment period regarding the Disparity Study findings and recommendations; and

WHEREAS, staff will continue to gather input from the local business community prior to the final development of the System’s SMWB Program policy; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept the San Antonio Water System Minority and Woman-owned Business Enterprise Program
Disparity Study findings for purposes of policy development, and (ii) to direct the President/Chief Executive Officer or his duly appointed designee to develop a Small, Minority, and Woman-owned Business Program Policy for the San Antonio Water System Board of Trustees’ consideration, based upon the Disparity Study findings and related public comment; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the San Antonio Water System Minority and Woman-owned Business Enterprise Disparity Study findings for purposes of policy development is hereby accepted.

2. That the President/Chief Executive Officer or his duly appointed designee is hereby directed to develop a Small, Minority, and Woman-owned Business Program Policy for the San Antonio Water System Board of Trustees’ consideration based on the San Antonio Water System Minority and Woman-owned Business Enterprise Program Disparity Study findings, related public comment, and other evidence obtained.

3. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

4. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless be and effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

5. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

_______________________________
Berto Guerra, Jr., Chairman

ATTEST:

___________________________
Ernesto Arrellano, Jr. Secretary
TO: San Antonio Water System Board of Trustees

FROM: Karen L. Guz, Director, Conservation, and Donovan Burton, Vice President, Water Resources and Governmental Relations

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: APPOINTING THE 2016 CCC CHAIRMAN FOR A ONE-YEAR TERM, REAPPOINTING CURRENT MEMBERS AND APPOINTING NEW MEMBERS TO THE COMMUNITY CONSERVATION COMMITTEE FOR A TWO-YEAR TERM EXPIRING DECEMBER 31, 2017

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution appoints new members for a two-year term to the Community Conservation Committee (CCC) beginning 2016. It reappoints current members for a second term and appoints the 2016 CCC Chairman for a one-year term. The CCC provides input to the San Antonio Water System’s (SAWS) Board of Trustees (the “Board”) regarding water conservation policies, plans, and projects.

- The CCC was created by Resolution No. 97-031 on February 4, 1997, which established the charge for the committee and appointed its initial members. Bylaws created by the CCC and approved by the Board through Resolution No. 07-381 on November 6, 2007, govern membership goals and CCC structure. Article 2 of the bylaws describes the procedures to fill vacancies.

- The purpose of the CCC is to involve the community in water conservation, to provide feedback to the SAWS conservation staff on program evaluation and progress and to make conservation policy recommendations to the Board. The CCC endeavors to keep the community informed by reporting back to stakeholder and community groups.

- CCC members are selected to be a representative of the community, in terms of expertise, geography, and interests. Criteria for selection include interest/knowledge of water conservation issues, commitment to a consensus-building approach to solving water conservation issues, willingness to participate in meetings, and absence of any conflict of interest, among other items.

- The Chairperson will assist the membership with developing goals and critical milestones for the year, conduct monthly meetings, and work with Water Conservation Department staff to review water conservation policies, plans, and projects.
Appointing New Members to the Community Conservation Committee

- The CCC will hold ten general membership meetings per calendar year, and the meetings shall be held on the second Wednesday of each month.

- Staff recommends the appointment of Gabriel Durand-Hollis as the 2016 CCC Chairman for a one-year term.

- Staff recommends the reappointment of Lynn Britton, Jr., and Diane Lang to a second term on the CCC.

- Staff recommends the appointment of new CCC members named Scott Kertesz, Lester Bryant, and Alejandro Soto for a two-year term to commence from February 9, 2016 until December 31, 2017.

Staff recommends that the Board approve the attached resolution.

FINANCIAL IMPACT:

There is no financial impact associated with this resolution.

Karen L. Guz, Director
Conservation

Donovan Burton, Vice President
Water Resources and Governmental Relations

APPROVED:

Robert R. Puente
President/Chief Executive Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPOINTING THE 2016 CCC CHAIRMAN FOR A ONE-YEAR TERM, REAPPOINTING CURRENT MEMBERS AND APPOINTING THE COMMUNITY CONSERVATION COMMITTEE NEW MEMBERS FOR A TWO-YEAR TERM EXPIRING DECEMBER 31, 2017; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, it is the goal of San Antonio Water System (the "System") to ensure that the community is informed of the importance and need to conserve water and to provide support and resources for implementing water savings programs; and

WHEREAS, in order to achieve this goal, the System created the Community Conservation Committee (CCC) on February 4, 1997, by Resolution No. 97-031; and

WHEREAS, the purpose of the CCC is to involve the community in water conservation; and

WHEREAS, the CCC, composed of residential, commercial, industrial, and institutional water users who assist in the development and/or modification of effective conservation programs, is responsible for the review of the proposed annual conservation budget, and provides conservation program and policy recommendations to the System’s Board of Trustees; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to appoint the 2016 Community Conservation Committee chairman for a one-year term, reappoint current members for a second term and new members for a two-year term expiring December 31, 2017; now, therefore;

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That Gabriel Durand-Hollis is hereby appointed as CCC Chairman to a one-year term beginning February 9, 2016 and expiring December 31, 2016 or until replaced by the System’s Board of Trustees.

2. That Lynn Britton, Jr., and Diane Lang are hereby reappointed to their second terms on the CCC expiring December 31, 2017.
3. That Lester Bryant, Scott Kertesz, and Alejandro Soto are hereby appointed as new CCC members to serve for a two-year term expiring December 31, 2017.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid, or ineffective.

6. This resolution takes effect immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

__________________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________________
Ernesto Arrellano, Jr., Secretary
SUMMARY AND RECOMMENDATION:

The attached resolution approves Utility Service Agreements (USA) to provide water and/or wastewater services to the specified tracts of land requiring San Antonio Water System’s (SAWS) financial participation in the development of infrastructure through oversizing or impact fee credits, and/or are located outside the SAWS water and/or wastewater Certificate of Convenience and Necessity (CCN).

- This board item consists of two tracts, which total 9.866 acres; 81 water Equivalent Dwelling Units (EDUs); and 54 wastewater EDUs.

- Board approval is required since the tracts require SAWS’ financial participation in the development of infrastructure through oversizing or impact fee credits and/or are located outside the SAWS water and/or wastewater CCN.

- The Fair Oaks Country Store is located outside the City of San Antonio Extraterritorial Jurisdiction, outside SAWS’ water CCN and inside the wastewater CCN. The USA provides 16 EDUs of water and 14 EDUs of wastewater services.

- The CST #1835 at Crosswinds Way is located within the City of San Antonio Limits. It is inside SAWS’ water CCN and inside the wastewater CCN. The USA provides 65 EDUs of water and 40 EDUs of wastewater services, and is eligible for impact fee credits for the construction of water mains.

- The Developers are required to install all necessary on-site facilities in accordance with the Board’s regulations and at the Developer’s total cost.

- The Developers are responsible for the construction and engineering costs associated with
Utility Service Agreement to the Specified Tract Requiring Oversizing
And/or Outside SAWS Water and/or Wastewater CCN

all required water and/or wastewater mains to serve the tract (on-site and off-site).

Staff recommends that the Board approve this resolution.

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / CZ</th>
<th>District Special Project (BMWD)</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fair Oaks Country Store</td>
<td>Fair Oaks Country Store, LLC</td>
<td>2.10</td>
<td>16</td>
<td>14</td>
<td>Outside CZ</td>
<td>No CCN</td>
<td>Out In</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>CST #1835 at Crosswinds Way</td>
<td>Rockport Family Partnership, Ltd.</td>
<td>7.766</td>
<td>65</td>
<td>40</td>
<td>CoSA Outside</td>
<td>No IFC</td>
<td>In In</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>9.866</strong></td>
<td><strong>81</strong></td>
<td><strong>54</strong></td>
<td></td>
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</tbody>
</table>

Acronyms:

- EARZ = Edwards Aquifer Recharge Zone
- OVR = Oversizing
- AC = Acreage
- CZ = Edwards Aquifer Contributing Zone
- WW = Wastewater
- BMWD = Bexar Metropolitan Water District
- CoSA = City of San Antonio limits
- ETJ = Extraterritorial Jurisdiction
- IFC = Impact Fee Credits

**EXTENT AND CONDITIONS OF UTILITY SERVICE AGREEMENT:**

Upon approval by SAWS of this USA, the Developer Customers have 36 months to complete the required utility master plan and to start construction. If a Developer Customer fails to complete these requirements within the 36-month period, the USA will expire and a request for a new agreement must be submitted to SAWS. During the effective term of this USA, capacity in SAWS water and wastewater systems will be set aside. The Developer Customers are not guaranteed capacity until all required off-site infrastructure is built by the Developer, accepted by SAWS, and all impact fees are paid.

**FINANCIAL IMPACT:**

In compliance with the San Antonio Water System Board of Trustees water extension policy, Developer Customer applicants are responsible for financing all required local benefit facilities and for payment of all applicable impact fees. The Developers will contribute all impact fees in effect at the time of plat recordation or the latest date allowable by law for each subdivision unit. The fees to be collected by SAWS will be recorded in the Service Recovery Account and are estimated as follows, based on current charges and full build out of the tracts:
SAWS is responsible for providing access to existing general benefit facilities and/or financing the construction of additional general benefit facilities.

**OVERSIZING AND/OR IMPACT FEE CREDITS:**

The following USAs have recommendations for SAWS’ financial participation in the development of infrastructure through oversizing or impact fee credits and/or facilities based on SAWS Master Plan:

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Oversize SAWS</th>
<th>Oversize Developer</th>
<th>Oversize Total</th>
<th>Oversize Developer (%)</th>
<th>Oversize SAWS (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>CST #1835 at Crosswinds Way – 12-inch border main</td>
<td>$0</td>
<td>$118,800*</td>
<td>$118,800*</td>
<td>100.00%</td>
<td>0%</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$0</strong></td>
<td><strong>$118,800</strong></td>
<td><strong>$118,800</strong></td>
<td><strong>100.00%</strong></td>
<td><strong>0%</strong></td>
</tr>
</tbody>
</table>

*Note: The Developer is eligible for impact fee credits for their share of the cost for the 12-inch border main.*
The Developer is required to install all other necessary on-site facilities in accordance with the Board’s regulations and at the Developer’s total cost.

Sam Mills, P.E.
Director
Development

Genoveva G. Gomez, P.E.
Vice President
Engineering and Construction

Robert R. Puente
President/Chief Executive Officer

Attachment:
1. Table 1, Tract Information
<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Principal</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ / CZ</th>
<th>PZ</th>
<th>District Special Project (BMWD)</th>
<th>Acres</th>
<th>Water EDU</th>
<th>WW EDU</th>
<th>Watershed</th>
<th>Board Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Fair Oaks Country Store</td>
<td>Fair Oaks Country Store, LLC</td>
<td>Rodney Schott</td>
<td>Outside</td>
<td>CZ</td>
<td>12</td>
<td>No</td>
<td>2.10</td>
<td>16</td>
<td>14</td>
<td>Headwaters Leon Creek</td>
<td>CCN</td>
</tr>
<tr>
<td>2</td>
<td>CST #1835 at Crosswinds Way</td>
<td>Rockport Family Partnership, Ltd.</td>
<td>Darren B. Casey</td>
<td>CoSA ETJ</td>
<td>Outside</td>
<td>6</td>
<td>No</td>
<td>7.766</td>
<td>65</td>
<td>40</td>
<td>Beitel Creek – Salado Creek</td>
<td>IFC</td>
</tr>
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<td></td>
<td><strong>Totals</strong></td>
<td></td>
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<td></td>
<td><strong>9.866</strong></td>
<td><strong>81</strong></td>
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**Acronyms:**
- EARZ = Edwards Aquifer Recharge Zone
- OVR = Oversizing
- IFC = Impact Fee Credits
- CZ = Edwards Aquifer Contributing Zone
- WW = Wastewater
- BMWD = Bexar Metropolitan Water District
- CoSA = City of San Antonio limits
- ETJ = Extraterritorial Jurisdiction
- PZ = Pressure Zone
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING A UTILITY SERVICE AGREEMENT TO PROVIDE WATER AND/OR WASTEWATER SERVICES TO THE SPECIFIED TRACT OF LAND REQUIRING THE SAN ANTONIO WATER SYSTEM FINANCIAL PARTICIPATION IN THE DEVELOPMENT OF INFRASTRUCTURE THROUGH OVERSIZING OR IMPACT FEE CREDITS AND/OR ARE LOCATED OUTSIDE THE SAN ANTONIO WATER SYSTEM WATER AND/OR WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY (CCN), SUBJECT TO THE EXPIRATION OF SUCH AGREEMENTS IF NOT EXERCISED IN THIRTY-SIX MONTHS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Developer Customers, specified in the table below, have requested the San Antonio Water System (the “System”) to provide water and/or wastewater service(s), and have satisfied the requirements of the Board’s Regulations for Developer Customers Applicant; and

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ/CZ</th>
<th>District Special Project (DSP)</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

WHEREAS, the Developer Customer’s provisions to acquire water and/or wastewater services within the System’s jurisdiction is generally illustrated in the attached Project Site Maps; and

WHEREAS, the Developer Customer is obligated to pay the prescribed fees and to comply with other applicable requirements as set forth in the Regulations for Water and/or Wastewater Service; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the Utility Service Agreements and to provide water and/or wastewater services to tracts of land requiring the System’s financial participation in the development of infrastructure through oversizing or impact fee credits and/or are located outside the System’s water and/or wastewater
Certificate of Convenience and Necessity, and (ii) to provide that the Utility Service Agreements will be honored for a period of thirty-six months, and that if not exercised during this period, the Utility Service Agreements will expire; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the System hereby approves the Utility Service Agreements and agrees to provide water and/or wastewater services to tracts of land requiring the System’s financial participation in the development of infrastructure through oversizing or impact fee credits and/or are located outside the System’s water and/or wastewater Certificate of Convenience and Necessity as generally illustrated in the attached Project Site Maps hereto, on a Developer Customer basis as provided for in the Board's Regulations, applicable amendments to the Regulations, and any other applicable federal, state or local regulations.

2. That the Utility Service Agreements shall be honored for a period of thirty-six months, and if not exercised during this thirty-six-month period, the Utility Service Agreements will expire.

3. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

4. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless, and effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

5. This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 9th day of February, 2016.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
Tract Located:
- Over Edwards Aquifer Contributing Zone
- Within 5-mile Camp Bullis Awareness Zone

CITY OF FAIR OAKS RANCH

Fair Oaks Country Store
16 Water EDUs
14 Sewer EDUs
2.1 Acres
USA-13550

SAN ANTONIO WATER SYSTEM

Legend
PZ:12 Existing Water Main
PZ:12 Proposed water mains
Parcels Update
USA

Project Location

Note: This utility map is not intended for sale. The information may not represent what actually has been constructed. The utility map is not intended for use in determining the location of underground gas, electrical, or water lines to property lines or for any subdivision or building purposes. For the latest utility line information, contact the San Antonio Water System (SAWS).
Tract Located:
- Over Edwards Aquifer Contributing Zone
- Within 5-mile Camp Bullis Awareness Zone

Fair Oaks Country Store
16 Water EDUs
14 Sewer EDUs
2.1 Acres
USA-13550
CST #1835 at Crosswinds Way Tract
65 Water EDUs
40 Sewer EDUs
7.766 Acres
USA-13570
AGENDA ITEM NO._____

TO: San Antonio Water System Board of Trustees

FROM: Sam Mills, P.E., Director, Development, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: APPROVAL OF REVISIONS TO THE SAN ANTONIO WATER SYSTEM UTILITY SERVICE REGULATIONS

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution approves revisions to the San Antonio Water System (SAWS) Utility Service Regulations (USR).

- The USR establishes the policies and procedures for the extension of water, wastewater and recycled water services to its customers.

- The USR’s were first approved by the Board of Trustees on February 18, 2003 through Resolution No. 03-083. There have been ten amendments to the Regulations that were approved by the Board.

- Requests for amendments to the USR were received from the real estate, engineering and development communities, and SAWS staff.

- The proposed amendments include:
  
  o Section 1.5 Revision of Regulations. Added that SAWS will provide at least six months notification on SAWS website before implementation of changes to SAWS USR. Changes to SAWS USR apply to projects approved after the effective date. However, the new requirements will apply to projects approved before the effective date if the project requires re-submittal and approval because of project changes, or regulations implemented due to health and safety issues, or requirements from outside regulatory agencies such as the Environmental Protection Agency, Texas Commission on Environmental Quality, and the City of San Antonio.

  o Section 2.1 Definitions. Added definition as follows:

    • Plat: A complete and exact map representing a tract of land, showing the boundaries and location of individual lots, easements, and streets which will go for approval by the Planning Commission or Director.
o Section 5.2 Conditions Requiring a USA. Increased requirement from greater than 50 EDUs to greater than 100 EDUs, deleted requirement for USA for Camp Bullis Awareness Zone, clarified USA requirement for on-site and off-site facilities, and off-site main extensions greater than 300 linear feet.

o Section 5.10 Developments Larger Than 1000 acres and More Than 15 Years. Added text to clarify that phased construction will be subject to all SAWS requirements and provisions in effect at the time of construction plan approval.

o Section 5.11 Water Commitments and Sewer Contracts Without Expiration Dates. Added text to clarify that water commitments and sewer contracts will be subject to all SAWS requirements and provisions in effect at the time of construction plan approval.

o Section 7.2 Service Lines on Large Diameter Mains and Section 7.3 Requirements for Main Extensions. Revised these sections to clarify that customer service lines may not be connected to transmission mains.

o Section 7.10 Temporary Service Lines. Added text to state that impact fees to establish the temporary service are not eligible for refund but will be applied to the permanent service to the same property.

o Section 7.14.1 Pressure Reducing Valve Requirements (PRV) and Maintenance. Revised text to be more specific on PRV requirements and to prevent PRVs on dual service lines.

o Section 8.1 Water Meters. Added text allowing service lines to cross property lines when irrevocable private easements exist under certain conditions.

o Section 9.1 Determination of Water Requirements. Clarified static pressure and PRV requirements.

o Section 9.2 Fire Flow Requirements. Clarified requirements for fire flow and stated that requirements must comply with current Fire Code.

o Section 9.3 Sizing of Water Mains. Clarified requirements for sizing of water mains for fire flow.

o Section 9.6 and 9.7 Booster Stations and Booster Pumps. Increased minimum pressure for automatic shutoff to 25 psi.
Approval of Revisions
SAWS Utility Service Regulations

- Section 9.8 Standard and Minimum Main Sizes. Revised to eliminate allowance for use of 6-inch pipe.

- Section 9.10 Grid System Requirements. Clarified requirements for single connections vs. grid systems.

- Section 9.12 Fire Hydrant Requirements. Clarified requirements for fire hydrants.

- Section 10.1.3 Wastewater General Service Provisions. Added text to clarify that septic systems must be approved by Bexar County Infrastructure Services or the jurisdiction having authority.

- Section 11.4 Lift Stations and Force Mains. Revised requirements for lift stations and force mains by strengthening the economic feasibility. Specifically, the Developer must show that the cost of the gravity main is at least three times more than the lift station and force main system, including the lift station maintenance fee. Specified conditions for the off-site easement appraisal, and stating that SAWS may assist in obtaining the off-site easement, or allow the lift station and force main if SAWS determines that the easement is not reasonably obtainable. Stated that within 60 days of the developer’s formal request, SAWS will make a determination of whether SAWS will attempt to obtain the off-site easements. Specified the overall process for SAWS acquisition of the off-site easements. Specified that SAWS will pay a proportionate share of off-site easement for oversize projects. Added that a lift station will be allowed if an off-site easement for a gravity main in not obtainable. Required that developers provide an on-site easement for future gravity mains to eventually eliminate lift stations. Specified that lift stations and force mains are not eligible for pro-rata refunds.

- Section 13.3 Water Facility Drawings. Specified that plans must show contour lines with a maximum interval of ten feet, and that plans for residential subdivisions must include the following note:
  - "The public water system is designed to sustain a fire flow of _____ gallons per minute, at peak hour demand and with a 25 psi static pressure residual, to serve the lots shown on this plat.”

- Section 13.4.4 Bypass Pumping Plan. This section was revised to reference SAWS Construction Specifications and add the liability statement.

- Section 13.5.2 Plat Requirements. Added the requirement that for easements not located adjacent to a public ROW, an access easement note must be added to the plat.

- Section 13.6 Permit or Trilateral Contract Required. Added text to place a time limit on field acceptance of a general construction permit or trilateral contract.
Sections 14.2, 14.3, and 14.6. Oversize Water Main Reimbursement. Revised the estimated cost per foot and increased the Developer’s minimum cost to $60.00 per foot.

Section 14.5 SAWS Supplied Pipe In-lieu of Reimbursements. Added impact fee credits for applicable publicly bid installation costs.

Section 14.7 Limitations of Off-site Easement Acquisition Reimbursement. Added new section to allow reimbursement of eligible off-site easement acquisition costs for up to 5 percent of construction costs.

Section 15.13.2.2 Impact Fee Policy for Economic Development. Revised to show increase to $3 million waiver allocation per year.

Section 15.9 Award of Impact Fee Credits. Added eligible off-site easement acquisitions up to five percent of construction costs.

Section 16.4.7 Backfill. Deleted Sections 16.4.7.1 to 16.4.7.5. as these sections are covered in SAWS Construction Specifications.

Section 19 Reference Diagrams. Updated CCN, Pressure Zone, and Service Area maps.

Section 20.1 Charge Schedules. Revised rates as follows:

- Section 20.1.2 has increased unit costs for the different size of water services, both short and long, and the 6-inch sewer lateral.
- Section 20.1.3 has increased unit costs for water and waste water mains.

These proposed amendments to the USR were provided to Professional Engineers in Private Practice, The Greater San Antonio Builders Association, Associated General Contractors of Texas, Greater Edwards Aquifer Alliance, Joint Base San Antonio, and briefed to the Real Estate Council of San Antonio. The proposed changes were also placed on the SAWS website requesting comments for approximately 180 days. Comments received were incorporated into the amendments where possible.

Staff recommends that the Board approve this resolution.
FINANCIAL IMPACT:

The proposed changes to the USR will bring revenues from service line installations in line with costs to SAWS.

Sam Mills, P.E.
Director
Development

Genoveva G. Gomez, P.E.
Vice President
Engineering and Construction

Robert R. Puente
President/Chief Executive Officer

Attachment:
1. USR with proposed changes
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AMENDING RESOLUTION NO. 03-083 BY APPROVING REVISIONS TO THE UTILITY SERVICE REGULATIONS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System Board of Trustees (the “Board of Trustees”) approved the Utility Service Regulations (USR), Water, Wastewater, and Recycled Water on February 18, 2003, pursuant to Board Resolution No. 03-083; and

WHEREAS, the Board of Trustees have previously approved amendments to the Regulations on ten occasions; and

WHEREAS, it is the desire of the San Antonio Water System Board of Trustees to adopt these changes to the Utility Service Regulations; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That these changes to the San Antonio Water System Utility Service Regulations are hereby approved and implemented. The changes to the San Antonio Water System Utility Service Regulations are attached hereto as Attachment I and incorporated herein for all purposes.

2. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

3. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

4. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 9th day of February, 2016.

________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

________________________________________
Ernesto Arrellano, Jr., Secretary
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INTRODUCTION AND INTENT

1.1 INTRODUCTION
These Utility Service Regulations implement the San Antonio Water System’s (SAWS’) continuing commitment to provide quality service to its customers while meeting its obligations to its bondholders and the greater community it serves. This document consolidates practices, procedures, policies and requirements formerly contained in SAWS’ Regulations for Water Service, SAWS’ Criteria for Water Supply and Distribution in the City of San Antonio and Its Extraterritorial Jurisdiction, and Regulations for Wastewater Service Criteria for Wastewater Transportation and Treatment Facilities in the City of San Antonio and its Extraterritorial Jurisdiction, and the City Code of the City of San Antonio.

1.2 INTENT
It is the intent of these regulations to establish the policies governing service extension to SAWS customers for water, wastewater and recycled water services. This includes providing mechanisms for the extension of service to new customers and for the funding of the extensions by the new customer.

All utility extensions must conform to all design standards developed by SAWS for that utility, to SAWS’ Utility Infrastructure Master Plans and to these regulations. The regulations are adopted by reference in the City Code of the City of San Antonio. The regulations are adopted to promote the general health, safety and welfare of the residents of the City of San Antonio, its extraterritorial jurisdiction and SAWS’ certificated service areas.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

1.3 AUTHORITY

1.3.1 Enacting Legislation
These regulations are enacted pursuant to the laws and regulations of the State of Texas and the City of San Antonio, including the authority granted by the Texas Local Government Code, Title 13, Water and Wastewater Utilities, the Texas Water Code Annotated, Title 2, Water Administration, the City Charter of the City of San Antonio, and Ordinance No. 75686, dated April 30, 1992, and other ordinances adopted by the City Council of San Antonio.

1.3.2 Applicability to the District Special Project
In accordance with the provisions of Senate Bill 341, dated January 28, 2012, the policies and procedures presented in these Utility Service Regulations apply to current and future customers of the District Special Project.

(This section amended by SAWS Board Resolution #12-514, approved December 4, 2012, entitled Amendment #9.)
1.4 SEVERABILITY
If any part of these Utility Service Regulations is for any reason held to be invalid, the remainder of these regulations shall remain effective and valid as if they had been enacted without the portion held to be invalid.

1.5 REVISION OF REGULATIONS
From time to time, it may be necessary to revise these Utility Service Regulations. Revisions that require the expenditure of San Antonio Water System funds or that change any regulation other than the design standards require approval by the San Antonio Water System Board of Trustees. Revisions to the design standards may be made administratively, pursuant to procedures established by the President/Chief Executive Officer of the San Antonio Water System, unless the Chair of the Board of Trustees determines that a particular revision to the design standards involves a policy matter that requires consideration and approval by the Board of Trustees.

SAWS will provide at least six months advance notice on SAWS website of changes to SAWS USR before the effective date of implementation. Courtesy notification of changes may also be sent to applicable stakeholders. SAWS reserves its right to interpret, apply and enforce any existing regulation or specification.

Changes to SAWS USR apply to projects approved after the effective date. However, the new requirements will apply to projects approved before the effective date if the project requires re-submittal and approval because of project changes, or regulations implemented due to health and safety issues, or requirements from outside regulatory agencies such as the EPA, TCEQ, and the City of San Antonio.

1.6 REVISION OF CHARGE SCHEDULES
The charge schedules appended to these regulations are those in effect at the time the regulations are initially adopted. The SAWS Board of Trustees may revise these charge schedules in the manner provided by law at any time to keep them current with the costs of the services provided.
2 DEFINITIONS

2.1 GENERAL TERMS

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Construction Costs</td>
<td>Those cost exceeding the normal costs of labor and materials for installing SAWS facilities. These include but are not limited to excess labor and material costs for repaving for street, highway and railroad crossing borings, or on account of other special conditions caused by physical obstructions or drainage facilities to be paid by the customer.</td>
</tr>
<tr>
<td>Affidavit - /Developer Customer’s and Contractor’s Payment and Receipt Affidavit</td>
<td>The affidavit required to be signed by a developer customer and the developer customer’s contractor prior to SAWS’ acceptance of ownership of facilities.</td>
</tr>
<tr>
<td>Agreement – Recycled Water</td>
<td>An agreement between SAWS and a developer customer whereby the customer obtains recycled water for development of a specific tract or project.</td>
</tr>
<tr>
<td>Air Gap Separation</td>
<td>A physical break between a water supply pipe and a receiving vessel.</td>
</tr>
<tr>
<td>Area – Local Benefit Impact Fee</td>
<td>A developed area previously without water or wastewater services that is designated by City Council to be provided with water or wastewater service through the Local Benefit Impact Fee Program.</td>
</tr>
<tr>
<td>Area – Service</td>
<td>The area within the boundaries defined by a Certificate of Convenience and Necessity.</td>
</tr>
<tr>
<td>Backflow</td>
<td>The undesirable reversal of the flow of water in the mains of the potable or recycled water systems, or the introduction of a mixture of water and other substances into the mains. (Please reference the Cross Connection Control and Backflow Prevention Program Manual on SAWS Website)</td>
</tr>
<tr>
<td>Benefit – General</td>
<td>An element of the water, recycled water or wastewater system infrastructure that supports service to multiple customers. General benefit facilities include water production, storage, treatment, transmission and distribution facilities, permanent wastewater lift stations, force mains, outfall lines and treatment facilities, and recycled water storage and transmission facilities.</td>
</tr>
<tr>
<td>Benefit – Local</td>
<td>An element of the water, recycled water, or wastewater system infrastructure that supports the provision of service to individual customers.</td>
</tr>
<tr>
<td><strong>Board, or Board of Trustees</strong></td>
<td>The Water System Board of Trustees of San Antonio created pursuant to Ordinance No. 75686 of the City Council of the City of San Antonio, Texas adopted on April 30, 1992.</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>CADD File</strong></td>
<td>A computer aided drafting design file used to produce plans for construction and to document the project record drawings in a computer file format for storage and retrieval.</td>
</tr>
<tr>
<td><strong>Capital Improvement</strong></td>
<td>Any SAWS water supply, production, treatment, storage, pumping, transmission or distribution facility, or wastewater collection or treatment facility, with a life expectancy of three or more years.</td>
</tr>
<tr>
<td><strong>Capital Improvements Advisory Committee</strong></td>
<td>The committee appointed by the City Council in accordance with Chapter 395 of the Local Government Code to oversee the development of proposed impact fees for the water and wastewater systems.</td>
</tr>
<tr>
<td><strong>Capital Improvements Program (CIP)</strong></td>
<td>The multi-year plan for implementing projects that support water supply and delivery, wastewater collection and treatment, and heating and cooling requirements in the SAWS service area. The CIP is a financial planning and management tool which identifies facility and equipment requirements and schedules them for funding and implementation.</td>
</tr>
<tr>
<td><strong>Certificate of Convenience and Necessity (CCN)</strong></td>
<td>The authorization issued by the Texas Commission on Environmental Quality for an agency such as SAWS to furnish retail water or wastewater service directly or indirectly to the public.</td>
</tr>
<tr>
<td><strong>Certificate of Determination</strong></td>
<td>A determination/ruling by the Development Services Department of the City of San Antonio which acknowledges that a certain tract of land does not require any platting by the Owner in order to be served by public utility companies.</td>
</tr>
<tr>
<td><strong>City</strong></td>
<td>The City of San Antonio, Texas.</td>
</tr>
<tr>
<td><strong>City Council</strong></td>
<td>The City Council of the City of San Antonio, Texas.</td>
</tr>
<tr>
<td><strong>COSA</strong></td>
<td>The City of San Antonio, Texas.</td>
</tr>
<tr>
<td><strong>Cross-Connection</strong></td>
<td>An unprotected actual or potential connection, mechanical or hydraulic union between a potable water system and a recycled or other non-potable water system that would allow non-potable water to pass into the potable water supply.</td>
</tr>
<tr>
<td><strong>Customer</strong></td>
<td>Any individual or developer eligible for utility service in accordance with these regulations.</td>
</tr>
<tr>
<td>--------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Customer Service Inspection</strong></td>
<td>In 1996 Texas Commission on Environmental Quality required that a Customer Service Inspection be done prior to continuous water service being provided.</td>
</tr>
<tr>
<td><strong>Customer – Developer</strong></td>
<td>A property owner who requests water, wastewater, or recycled water service by way of the extension of SAWS infrastructure to serve new development, including the property owner’s agent and subsequent purchasers, successors and assigns. A developer customer plats, re-plats or otherwise develops lots or tracts of land for sale, lease or development.</td>
</tr>
<tr>
<td><strong>Customer - Single</strong></td>
<td>An individual customer requesting water, recycled water or wastewater service and extension of existing water, recycled water or wastewater main or a water service line or wastewater lateral to a single platted lot or tract of land.</td>
</tr>
<tr>
<td><strong>Customer – Wholesale</strong></td>
<td>Publicly or privately owned water utility that has a supply contract with SAWS for specified amounts of wholesale water or wastewater service. Wholesale customers include private water companies, nonprofit water companies or corporations, Water Control and Improvement Districts and Municipal Utility Districts providing retail water and wastewater service to the public.</td>
</tr>
<tr>
<td><strong>Design Standards</strong></td>
<td>The engineering design standards and specifications for the San Antonio Water System’s utilities, adopted in accordance with TCEQ criteria.</td>
</tr>
<tr>
<td><strong>Developer</strong></td>
<td>A developer customer as defined herein.</td>
</tr>
<tr>
<td><strong>Discharge</strong></td>
<td>The release of water, treated wastewater, or recycled water from one point to another, such as through a pipe from an organized system.</td>
</tr>
<tr>
<td><strong>Dwelling - Duplex</strong></td>
<td>A detached residential use building that has two separate, individual living quarters with separate exterior entrances.</td>
</tr>
<tr>
<td><strong>Dwelling – Multi-Family</strong></td>
<td>A residential use building or group of buildings that has five or more separate, individual living quarters.</td>
</tr>
<tr>
<td><strong>Dwelling – Quadraplex</strong></td>
<td>A residential use building that has four separate, individual living quarters with separate exterior entrances.</td>
</tr>
</tbody>
</table>
Dwelling – Single-Family  
A residential use building designed to be occupied by a single household living together and sharing common kitchen and bathroom facilities.

Dwelling – Triplex  
A residential use building that has three separate, individual living quarters with separate exterior entrances.

Equivalent Dwelling Unit (EDU)  
A standardized measure of the consumption, use, generation, or discharge of water or wastewater attributable to a single family residence, calculated in accordance with generally accepted engineering and planning standards for capital improvements and facilities expansion to serve new development, as defined in the “Report on 2006-2015 Land Use Assumptions Plan, Capital Improvements Plan and Maximum Water and Wastewater Impact Fees” as approved by the City Council in June 2006, or as amended.

Extension Charge  
A charge assessed to a single customer on a unit price per linear foot basis as an advance on the estimated cost of a local benefit main extension that SAWS or a SAWS contractor will construct from the nearest adequate main to the farthest point fronting the customer’s property.

Facility  
Any structure, excluding on-site mains, pertaining to a water or wastewater system for the production, treatment, distribution, or collection of water and wastewater, including, without limitation, wells, reservoirs, elevated tanks and hydro-pneumatic tanks, pumping stations, master pressure reducing valves, water, recycled water and wastewater treatment facilities, and sewer lift stations, inverted siphons and force mains.

Frontage Footage  
The length in feet of the side of a single or developer customer’s property that is adjacent to an existing or proposed main.

Groundwater Availability Model (GAM)  
Groundwater availability modeling is the process of developing and using computer programs to estimate future trends in the amount of water available in an aquifer and is based on hydrogeologic principles, actual aquifer measurements, and stakeholder guidance.

Guaranteed Capacity  
Capacity in SAWS water and wastewater systems that is achieved through the construction of infrastructure required in the Utility Service Agreement and payment of all associated impact fees. Guaranteed Capacity does not have a termination date.
<table>
<thead>
<tr>
<th>Term</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Impact Fee</td>
<td>A charge or assessment levied on new development in order to generate revenue to fund the costs of general benefit facilities necessitated by and attributable to that new development as specified in the Capital Improvements Plan for Water, Water Supply and Wastewater Improvements.</td>
</tr>
<tr>
<td>Impact Fee – Collection</td>
<td>That portion of SAWS' wastewater impact fee structure that enables SAWS to fund or recover its investment in wastewater collection and outfall mains, permanent lift stations, force mains and related facilities installed to serve new customers.</td>
</tr>
<tr>
<td>Impact Fee - Flow</td>
<td>That portion of SAWS' water impact fee structure that enables SAWS to fund or recover its investment in water distribution mains and related facilities installed to serve new customers.</td>
</tr>
<tr>
<td>Impact Fee - Local Benefit</td>
<td>That portion of SAWS' water impact fee structure that enables SAWS to fund or recover its investment in local benefit water distribution mains and related facilities installed to serve new customers within a particular developed area that was previously without water service, and that portion of SAWS’ wastewater impact fee structure that enables SAWS to fund or recover its investment in local benefit wastewater mains and related facilities installed to serve new customers in a particular developed area that was previously without wastewater service.</td>
</tr>
<tr>
<td>Impact Fee - System Development</td>
<td>That portion of SAWS' water impact fee structure that enables SAWS to fund or recover its investment in production, pumping, storage, and major transmission main facilities installed to serve new customers within a particular water pressure zone.</td>
</tr>
<tr>
<td>Impact Fee - Treatment</td>
<td>That portion of SAWS' wastewater impact fee structure that enables SAWS to fund or recover its investment in wastewater treatment facilities installed to serve new customers.</td>
</tr>
<tr>
<td>Impact Fee – Water Supply</td>
<td>The portion of SAWS’ water impact fee structure that enables SAWS to fund or recover its investment in new water supply projects needed to support new customers.</td>
</tr>
<tr>
<td>Impact Fee Credit</td>
<td>A dollar value earned pursuant to section 15.9 of these regulations and credited against the payment of water and wastewater impact fees.</td>
</tr>
<tr>
<td>Letter of Availability</td>
<td>A letter from SAWS describing the nearest water, wastewater, and/or recycled water mains that may be available to serve a specific tract or project.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Letter of Certification (LOC)</td>
<td>A formal approval in the form of a letter to the Owner or Owner’s representative stating that the submitted plat has meet all the requirements of the respective reviewing agency and noting any exceptions.</td>
</tr>
<tr>
<td>Line – Private Fire Protection Service</td>
<td>A connection to SAWS' water distribution system designed solely to provide fire protection to a particular customer.</td>
</tr>
<tr>
<td>Line – Service</td>
<td>A pipe maintained by SAWS, extending from a water distribution main to a water meter at the property line, that delivers water to a customer.</td>
</tr>
<tr>
<td>Line – Temporary Service</td>
<td>A service line installed for a period of time not to exceed 12 months to supply water temporarily to a construction site or temporary structure.</td>
</tr>
<tr>
<td>Main – Approach</td>
<td>A local benefit or general benefit water main that connects between SAWS' existing water distribution system and the perimeter of a new development in order to serve a developer customer.</td>
</tr>
<tr>
<td>Main – Border</td>
<td>A local benefit or general benefit water main that is adjacent to a boundary of a developer customer’s property.</td>
</tr>
<tr>
<td>Main – Distribution</td>
<td>In the context of the potable water system, a local or general benefit facility designed to transport water within a pressure zone between the transmission mains and on-site mains and service lines. In the context of the recycled water system, an off-site main, constructed at the customer’s expense, connecting one or more customers with a recycled water transmission main. Recycled water distribution mains terminate at the connection points between customers' recycled water meters and SAWS' transmission mains. All transmission and distribution mains that SAWS accepts, including all meters, become SAWS property.</td>
</tr>
<tr>
<td>Main – Transmission</td>
<td>In the context of the potable water system, a general benefit facility designed to transport water between pressure zones, or from a well field to particular distribution mains within the same pressure zone, or between the pumps and reservoirs within the same pressure zone. In the context of the recycled water system, a main designed to deliver recycled water to the distribution mains leading to individual customers' properties.</td>
</tr>
<tr>
<td>Main Extension</td>
<td>An extension from an existing SAWS main to a point at or on a single or developer customer’s property.</td>
</tr>
<tr>
<td>New Development</td>
<td>Means the subdivision of land; the construction, reconstruction, redevelopment, conversion, structural alteration, relocation or enlargement of any structure; or any use or extension of land; any of which increases the number of service units.</td>
</tr>
</tbody>
</table>
**Off-Site**

Any structure, facility, equipment or installation that delivers water or recycled water from SAWS' production, storage, transmission and distribution systems to a developer customer's or recycled water customer’s on-site system, or that receives wastewater from a developer customer’s on-site collection system and transports, treats, and ultimately discharges that wastewater into a receiving stream at a permanent location determined by SAWS.

**On-Site**

Any structure, facility, equipment or installation that collects and transports wastewater from within a developer customer’s development to the off-site wastewater system or that delivers water or recycled water within the project from the off-site system. When referring to the recycled water system, “on-site” facilities include all of the customer’s non-potable water facilities downstream from the recycled water meter.

**Oversize**

A local or general benefit water or wastewater facility or a recycled water distribution main exceeding the minimum size necessary to serve a particular development in order to serve other properties as well as the designated development.

**Oversizing Cost**

The differential cost, reimbursable to the developer, between the cost of the facility required to serve a particular development and the cost of an oversize facility that SAWS requires a developer to install in accordance with the Utility Infrastructure Master Plan, or the differential cost, reimbursable to the customer, between the cost of the recycled water distribution main required to serve a recycled water customer and the cost of the oversize main that SAWS requires the customer to install as a condition of receiving recycled water service.

**Owner**

The holder of the legal title to a property, including the owner’s agents, successors and assigns.

**Permit – Connection/Adjustment**

An authorization by SAWS for a contractor to install a water service line or a wastewater lateral and remove existing services as warranted or to adjust or extend certain water or wastewater mains. The permit applicant is solely responsible for payment of agreed charges to the contractor and related SAWS fees.

**Permit – General Construction**

An authorization by SAWS for a developer customer to install water or wastewater system infrastructure in a new development or for a recycled water customer to install a recycled water distribution main and related on-site facilities. The permit applicant developer is solely responsible for payment of agreed charges by the developer's contractor.
<p>| <strong>Plan – Conservation</strong> | A conservation plan shall include a listing and an annual water budget for all end uses of water to be found in the development. Plan will include a drought management plan and may describe any water conservation methods such as rainwater harvesting, preservation through deed restrictions of native, non-irrigated land. |
| <strong>Plan – Impact Fee Capital Improvement</strong> | The plan required by Chapter 395, Local Government Code, that identifies capital improvements or facilities expansions for which impact fees may be assessed and that includes a plan for awarding credit as defined in Section 395.014 of the Local Government Code. |
| <strong>Plan – Utility Infrastructure Master</strong> | The Master Plan for Water and Wastewater Infrastructure of the San Antonio Water System, as adopted and amended from time to time by the Board of Trustees. |
| <strong>Plan – Utility Master</strong> | The plan submitted by a developer detailing the layout of the water, wastewater, and recycled water system infrastructure within a new development project and specifying the EDU demand as applicable for each utility. |
| <strong>Plat</strong> | A complete and exact map representing a tract of land, showing the boundaries and location of individual lots, easements, and streets which will go for approval by the planning commission or director. |
| <strong>President/CEO</strong> | The President/Chief Executive Officer of SAWS. This term includes the management of SAWS in the exercise of administrative and managerial decision-making and in acts under authority delegated by the Board of Trustees to the President/Chief Executive Officer and staff. |
| <strong>Pressure Reducing Valve (PRV)</strong> | A valve which automatically reduces inlet water pressure to a specified value at its outlet under static cold water conditions. |
| <strong>Pressure Zone</strong> | An operationally and topographically distinct area within the water distribution system that involves particular pressure and storage considerations. |
| <strong>Pro-Rata Charge</strong> | The proportionate cost of local benefit facilities needed to provide retail service to a single customer. This charge is a fixed sum calculated on the front footage of the property served that is contiguous to the public rights-of-way containing the mains that SAWS would use to provide service. |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Record Drawings</td>
<td>Engineering drawings submitted to SAWS showing water, wastewater and recycled water mains and related facilities as constructed or modified.</td>
</tr>
<tr>
<td>Recycled Water (Reclaimed Water)</td>
<td>Domestic or municipal wastewater which has been treated to a quality suitable for a beneficial use, pursuant to the provisions of TCEQ Chapter 210 of TAC 30 and other applicable rules and permits. Reference the SAWS Recycle Water User’s Handbook for additional information.</td>
</tr>
<tr>
<td>Regulations</td>
<td>These Utility Service Regulations adopted by the San Antonio Water System Board of Trustees and incorporated by reference into the City Code of the City of San Antonio and as amended.</td>
</tr>
<tr>
<td>Reserved Capacity</td>
<td>Capacity in SAWS water and wastewater systems that becomes available upon the effective date of the Utility Service Agreement and terminates upon the expiration date of the Utility Service Agreement, unless it meets the criteria for Guaranteed Capacity.</td>
</tr>
<tr>
<td>SAWS</td>
<td>The San Antonio Water System, a water, wastewater and recycled water agency of the City of San Antonio, established pursuant to Ordinance No. 75686, dated April 30, 1992, and Texas Revised Civil Statutes Annotated, Article 1115.</td>
</tr>
<tr>
<td>Start of Construction</td>
<td>The date a construction project begins after receiving a SAWS construction permit or trilateral contract for a water or wastewater project to serve a particular property. The project must be completed by the developer and accepted by SAWS.</td>
</tr>
<tr>
<td>TCEQ</td>
<td>Texas Commission on Environmental Quality.</td>
</tr>
<tr>
<td>Utility Service Agreement (USA)</td>
<td>An agreement between SAWS and a developer customer whereby the customer obtains water or wastewater service, or any combination of these services, for development of a specific tract or project.</td>
</tr>
<tr>
<td>Water Supply</td>
<td>Surface or ground water sources to serve new or existing customers.</td>
</tr>
<tr>
<td>Wastewater Lateral</td>
<td>A pipe maintained by SAWS, extending from a wastewater collection main or manhole to the customer’s property line, which collects wastewater from a customer.</td>
</tr>
</tbody>
</table>
Yard Piping

The water piping maintained by the customer, extending from SAWS' water meter to the private internal water distribution system at a customer’s building or facility, or the wastewater piping maintained by the customer, extending from the SAWS wastewater lateral at the customer’s property line to the private wastewater collection system at the customer’s building.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)
3 PROCEDURAL AND GENERAL SERVICE PROVISIONS

3.1 ACCESS TO SERVICES
SAWS will provide access to its general benefit facilities and serve any customer applicant provided the customer pays all required fees and deposits and complies with the requirements contained in these regulations. SAWS may elect to serve customers outside its certificated service areas provided that the customer is not within the certificated service area of another water or wastewater service purveyor.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

3.2 RIGHT TO REFUSE AN AGREEMENT AND RENDER SERVICE
SAWS may refuse to enter into an agreement for service, to extend any of its utility systems, or to install water or wastewater connections for any person, firm, or corporation against whom it has an unsatisfied claim until the claim is settled or otherwise resolved.

3.3 SYSTEM OPERATING CONTRACTS
SAWS may contract with governmental water or wastewater agency, a private water or wastewater company, or any other water or wastewater purveyor to operate the systems owned by those entities.

3.4 AVAILABILITY OF SERVICES
A customer may request information concerning the availability of water and wastewater service to a tract of land by a letter addressed to SAWS. The letter requesting this information must identify the location of the tract, the type of service requested and the number of equivalent dwelling units to be served. SAWS will respond with an availability letter describing the location of the closest water or wastewater mains that may be available to serve the tract. This letter does not constitute an agreement by SAWS to serve the development.

3.5 ADVANCE OF PLAN SCHEDULES
Provided funds are available, SAWS at its sole discretion, may advance its construction schedule for water transmission mains, wastewater mains and wastewater treatment facilities if this action is warranted by accelerated growth in the area or by changes to SAWS' Utility Infrastructure Master Plan.

3.6 SAWS' OBLIGATION TO PROCEED
Unless required by state law, SAWS is not obligated to proceed with an extension of any of its mains or other facilities if development in an area does not occur at predicted rates, if sufficient funds are not available in the appropriate system extension fund, or if SAWS determines that the extension is not in the public interest.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)
3.7 TRILATERAL CONTRACTS REQUIRED
A trilateral contract is required between SAWS, a developer customer and a construction contractor for a project in which SAWS reimburses a developer customer pursuant to these regulations.

3.8 COMPETITIVE BIDS REQUIRED
If a customer contract requires the expenditure of SAWS funds, including reimbursements or potential refunds, competitive bids are required. These bids must be taken in accordance with state law, applicable City ordinances and SAWS policies.

3.9 CONTRACTOR QUALIFICATIONS AND BONDING
For contracts funded in whole or part by SAWS, customer contracts requiring SAWS expenditures, and water, wastewater and recycled water related permits, the contractor must furnish an instrument in favor of SAWS in the amount of 100% of the total contract construction cost to ensure satisfactory construction. The instrument must provide for completion of the entire project according to the approved plans and specifications and must guarantee the project against defects in workmanship and materials for a period of 24 months after the work is accepted.

3.10 ADMINISTRATION AND APPEAL OF REGULATIONS
These regulations are to be administered and executed by the SAWS administrative and management staff. The decision of the President/Chief Executive Officer in the administration and execution of the regulations is presumed to be the decision of the Board of Trustees unless a customer appeals to the Board and the Board grants review of the decision as provided below.

A customer may appeal to the President/Chief Executive Officer for relief from these regulations by submitting a written request setting out the requirements from which relief is sought, the relief that is requested, and the customer’s case for granting the relief. The President/Chief Executive Officer must respond to the customer’s appeal in writing within 60 days of receipt of the appeal. If the President/Chief Executive Officer grants the requested relief, that decision is final. Appeals of impact fee matters shall be brought under section 15.12 and subject to deadlines therein.

3.11 APPEALS TO THE BOARD
If the President/Chief Executive Officer does not grant the requested relief within 60 days of receipt of the appeal (or 30 days in an appeal brought under section 15.12), the customer may appeal the denial of relief to the Board. The appeal must be in writing, addressed to the Chair of the SAWS Board of Trustees, in care of the Assistant to the Board, and it must involve the creation of new policy, the amendment of existing policy, or the waiver of existing policy. Within 45 days of receipt of this appeal, SAWS staff will either schedule the appeal for public hearing and consideration by the Board or notify the customer in writing that the appeal does not involve a policy matter and will not be scheduled before the Board. If the customer is notified that the appeal will not be scheduled before the Board, the action of the President/Chief Executive Officer is final.
Public hearing and consideration of the appeal may be scheduled at either a regular or a special meeting of the Board. At the public hearing the customer or the customer’s counsel and the President/Chief Executive Officer or appropriate staff including counsel may present such evidence as they wish. The time allotted to the parties must be reasonable as the circumstances may require in the Board’s discretion. The Board must make its decision by a majority vote of the Board membership and must record its decision by formal resolution within a reasonable time following such hearing, but in no event later than the next regularly scheduled Board meeting. The decision of the Board is final.
4 GENERAL PROVISIONS ON SAWS INFRASTRUCTURE

4.1 REQUIREMENTS FOR Plat REVIEW AND APPROVAL
In accordance with the City of San Antonio’s Unified Development Code, SAWS reviews and approves subdivision plat submittals to verify that all subdivisions within the City and its extraterritorial jurisdiction are provided with adequate water and wastewater systems. SAWS will review a plat submittal only upon receipt of a complete plat submittal package. A checklist describing the SAWS current plat submittal requirements is available from SAWS or through the web site, (http://www.saws.org/business_center/Developer/www.saws.org).

4.2 MAIN LOCATIONS
SAWS must approve the location of all water, wastewater and recycled water main installations. Mains may be installed only in streets, alleys, public rights-of-way or utility easements dedicated to the City of San Antonio for the use and benefit of SAWS. In residential areas, water service must be provided from a main located in a public street, planned unit development street or manufactured home street as defined in the City of San Antonio Unified Development Code. In commercial and industrial areas with multiple customers, water service must be provided from a main located in a public street or from a looped main in an easement dedicated to the City of San Antonio for the use and benefit of SAWS. The easement must be open and accessible to traffic and/or construction equipment. Existing vegetation and trees may be removed without notice or compensation. All main locations and sizes must be in accordance with SAWS’ current Utility Infrastructure Master Plan and the approved utility master plan for the development.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)

4.3 INSTALLATIONS IN NEW STREETS
When water, recycled water or wastewater mains are to be constructed in the rights-of-way of newly constructed streets, the developer customer’s construction plans and specifications must stipulate that all water service lines, recycled water distribution mains and wastewater laterals, including service to all platted lots in the subdivision, will be installed by the contractor and be approved by SAWS prior to street paving. SAWS may allow casings, stub-outs or services for future commercial development in accordance with an approved utility master plan.

4.4 MODIFICATION OF EXISTING FACILITIES
SAWS will observe the removal or adjustment of any water, wastewater or recycled water facility required by replatting or changes in land use. The owner or developer must furnish a dedicated easement or right-of-way across the property as necessary to construct the changes and must pay the cost of the removal or adjustment. If SAWS chooses to install a larger main or additional facility that is beyond the existing customer’s requirements, SAWS will bear the proportionate added expense.
All facilities must be maintained according to American Water Works Association requirements and the provisions of the current Fire and Plumbing Codes with local amendments adopted by the City of San Antonio current plumbing code. SAWS will discontinue service to any customer with any unapproved connection or a cross-connection. When SAWS relocates a service line or wastewater lateral on private property, SAWS will obtain a right of entry for the water service line or wastewater lateral installation.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)

4.5 OTHER CHARGEABLE COSTS
Costs associated with damage to SAWS infrastructure for which a customer or the customer’s contractor is responsible, costs incurred by relocations or plan revisions necessitated by other construction, and costs required by development modifications will be charged to the customer. Service to the customer or the developer’s project will be withheld or discontinued until these charges are paid.

4.6 INFRASTRUCTURE OWNERSHIP
All infrastructure that is necessary to serve new development, including access roads, wastewater lift stations, force mains and treatment plants, must be built on public property or within dedicated easements or rights-of-way provided by the developer customer. The required property or easement must be granted to SAWS by an appropriate written instrument filed with the county clerk at the developer customer’s expense. Whether a developer installs the infrastructure at the developer's cost or SAWS installs it under a developer contract, upon inspection and written acceptance for maintenance by SAWS, title to all water and wastewater mains, reservoirs, pump stations, wells, lift stations, force mains and wastewater treatment plants must be granted to SAWS.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

4.7 AFFIDAVITS REQUIRED
The developer customer and the developer customer’s contractor must execute a Developer Customer’s and Contractor’s Payment and Receipt Affidavit declaring that all debts for labor, materials, supplies, services and claims in conjunction with the construction of all water, wastewater or recycled water mains or other facilities have been paid in full, before SAWS will accept ownership of any mains or other facilities and allow connections to its existing systems.

4.8 SAWS ACCEPTANCE OF INFRASTRUCTURE
SAWS will issue a final acceptance certificate when construction is complete according to SAWS’ requirements, the developer has paid all construction costs and all charges due SAWS under these regulations, the developer has submitted the required affidavits, warranties, project record drawings, O and M manuals, and all final plats and recordation of surveys for easements have been approved and filed of record as required by law. Following issuance of the final acceptance certificate, the facilities become SAWS property free and clear of all liens, claims and encumbrances. After final acceptance, the developer may use the infrastructure for its intended purpose. SAWS will not accept partially complete facilities or infrastructure.
In areas served by water purveyors other than SAWS and where the plat has been released for
recordation, wastewater infrastructure will not be accepted until the wastewater impact fees
associated with the project have been paid, unless the water purveyor, or authorized entity,
provides an acceptable instrument that guarantees fees will be paid prior to service connection.

(This section amended by SAWS Board Resolution #04-243, approved June 22, 2004, entitled Amendment #4)

4.9 COMPLIANCE WITH THE CITY OF SAN ANTONIO TREE
PRESERVATION ORDINANCE

The policy of the San Antonio Water System is to comply with the requirements of the City of
San Antonio ordinance regulating the preservation of trees for all projects located within the
extraterritorial jurisdiction of the City of San Antonio. All construction projects by SAWS, for
SAWS or to be dedicated to SAWS must be built in conformance with the requirements of the
San Antonio tree ordinance. This requirement applies to all projects located within the San
Antonio ETJ.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

4.10 COMPLIANCE WITH THE CITY OF SAN ANTONIO 5-MILE
AWARENESS ZONE AROUND CAMP BULLIS FOR LIGHTING

Consistent with the City of San Antonio’s Resolution No. 2008-08-07-0034R, which adopted a
5-mile Awareness Zone around the United States Army’s Camp Bullis property, and as may be
amended from time to time, it is the policy of the San Antonio Water System to inform
Developers of, and seek their commitment to comply with, the requirements of local
governmental authorities relating to down-lighting or dark sky lighting for projects that receive
water, wastewater services from SAWS. To obtain a Utility Service Agreement from SAWS, all
developments or individual customers must agree to comply with the down-lighting or dark sky
lighting requirements as adopted by local governmental authorities.

(This section amended by SAWS Board Resolution #09-024, approved January 6, 2009 entitled Amendment #7.)
4.11 COMPLIANCE WITH THE CITY OF SAN ANTONIO 5-MILE AWARENESS ZONE AROUND CAMP BULLIS FOR PROTECTION OF THE ENVIRONMENT AND ENDANGERED SPECIES

Consistent with the City of San Antonio’s Resolution No. 2008-08-07-0034R, which adopted a 5-mile Awareness Zone around the United States Army’s Camp Bullis property, and as may be amended from time to time, it is the policy of the San Antonio Water System to inform Developers of, and seek their commitment to comply with any local, state or federal law, rule or regulation related to the protection of the environment or endangered species. To obtain a Utility Service Agreement from SAWS, all developments or individual customers must agree to comply with any local, state, or federal law, rule or regulation related to the protection of the environment or endangered species. This compliance includes, but is not limited to any site assessments, surveys and notice to the United States Fish and Wildlife Service when required by law, rule or regulation. Any required assessment, survey or notice shall be current or updated as may be required by law, rule or regulation.

(This section amended by SAWS Board Resolution #09-024, approved January 6, 2009 entitled Amendment #7.)

4.12 LANDSCAPE AND IRRIGATION RESTRICTIONS

No Developer Customer or other person may require or enforce a requirement that a specific percentage of a landscaped area have turf grass, or that a species of turf grass that does not have summer dormancy capabilities be used in a landscaped area, or that irrigation systems be installed, or that irrigation systems operate on a certain schedule, except that restrictions and requirements that are provided by ordinances adopted by the City of San Antonio will be required and enforced.

(This section amended by SAWS Board Resolution #12-514, approved December 4, 2012, entitled Amendment #9.)
5 UTILITY SERVICE AGREEMENTS

5.1 GENERAL PROCEDURES

A developer customer may submit a written request for water or wastewater service or a combination of these services for the development of a specific tract or project. The developer customer’s engineer must prepare an engineering study establishing the service demands and the impact of these demands on SAWS’ water and wastewater service capacity. As part of the engineering study, the developer customer’s engineer may be required to perform a flow study to determine the capacity of existing water and wastewater mains that the developer customer intends to connect. Upon approval of the engineering study, SAWS will prepare a Utility Service Agreement specifying the conditions under which service will be made available to the tract and any costs associated with serving the property. During the effective term of the Utility Service Agreement, capacity in SAWS water and wastewater systems will be reserved. The developer customer is not guaranteed capacity until all required off-site infrastructure is built by the developer, accepted by SAWS and all impact fees are paid.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

5.2 CONDITIONS REQUIRING A UTILITY SERVICE AGREEMENT

A Utility Service Agreement may be required under the following conditions:

- Service to the property requires construction of any on-site and off-site SAWS facilities
- The development has a capacity requirement greater than 100 EDU’s
- The development is over 50 acres
- Impact fee credits will be earned for the construction of water or wastewater facilities
- SAWS will provide oversize reimbursements for construction of water or wastewater facilities
- The development is multi-phased
- Pro-rata refunds will be granted for construction of a water or wastewater facility
- The development is located over the Edwards Aquifer Recharge Zone or Contributing Zone
- Other conditions as determined by SAWS

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)
(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)
5.3  UTILITY SERVICE AGREEMENT REQUIRED OUTSIDE CCN SERVICE AREA

A Utility Service Agreement is required for any water or wastewater service provided outside SAWS' certificated service area. Such agreements must be approved by the Board of Trustees, except that the Board may delegate to the staff the authority to approve agreements that meet conditions set out by the Board. A developer customer may be required to prepare a feasibility study in connection with the requested agreement.

5.4  UTILITY MASTER PLAN REQUIREMENTS

The utility master plan must detail the water or wastewater systems (as applicable) for the tract or project. A professional engineer licensed in the state of Texas must prepare the utility master plan and it must be submitted to SAWS digitally in NAD 83 Texas South Central FIPS Zone: 4204 Feet coordinate system. The plan must include all items required in the Utility Service Agreement. The plan must detail the layout of the streets (including street names, if known), easements, development units, lot configurations, and the location and size of all other utilities planned to serve, existing on, or passing through the tract. For water, the utility master plan must also show the boundary of the water system, water main locations and sizes, contour elevations, service lines, valves and fire hydrant locations. For wastewater, the utility master plan must also show the boundary of the wastewater system, wastewater main locations and sizes, external collection system mains, other wastewater facilities as required, elevation contours and the wastewater service area.

For properties that have areas of unplanned use, the demand must be calculated at four EDU’s per acre unless the engineering report specifies otherwise.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

5.5  PHASED UTILITY MASTER PLANS

If the developer customer’s water or wastewater system is to be installed in phases or units, the developer customer must submit an overall utility master plan to SAWS for review and approval. The overall utility master plan must be submitted before the first construction phase is submitted for plat approval. The overall utility master plan must show the development phases or units including the sequence and a timetable for build-out. The developer customer applicant must also provide SAWS with a digital version of the proposed recorded plat, as submitted for plat recordation and in a format acceptable to SAWS, for each phase or unit of the development project.

5.6  CONFORMANCE OF PLANS TO UTILITY MASTER PLAN

All water and wastewater system facilities to serve a proposed development must be designed and constructed in conformance with the approved utility master plan. Changes in the water and wastewater system design must be resubmitted to SAWS for approval.
5.7 TIMING REQUIREMENTS FOR SUBMISSION OF PLANS

Upon approval by SAWS of a Utility Service Agreement, the developer customer has 36 months to complete the required utility master plan and to start construction. If the developer customer fails to complete these requirements within the 36-month period, the Utility Service Agreement expires and a request for a new agreement must be submitted to SAWS. SAWS will enter into a new Utility Service Agreement based on current regulations.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

5.8 UTILITY SERVICE AGREEMENT REVIEW AND MAXIMUM TERM

A Utility Service Agreement is initially valid for three years from the date the agreement is issued. However, upon initiation of construction of one or more of the following items the Utility Service Agreement will remain in effect for seven years from the date the agreement was issued:

- Construction of local or general benefit facilities which result in a domestic water service to one or more SAWS customers within the tract

- Construction of any one or more complete components of the infrastructure requirements as called out in the Utility Service Agreement (for example, if one requirement is to construct a 24 inch main from point A to point B, the entire length of main from point A to point B must be constructed to satisfy this term extension requirement)

By the end of the seventh year, a revised utility master plan must be submitted to SAWS identifying any increase or decrease in planned EDU’s within the project.

If the revised utility master plan indicates a substantial increase in the EDU’s for the tract, the developer must agree to develop the project in accordance with the current Utility Service Regulations or else the Utility Service Agreement terminates. A substantial increase in EDU’s is an amount that requires an increase in pipe size, the construction of a parallel main, the use of unanticipated package wastewater treatment plants or the development of additional production facilities, provided that these consequences are not the result of SAWS’ borrowing of capacity designated for the developer customer's tract pursuant to the original approved utility master plan.

If the developer customer meets the requirements set out herein and any additional requirements set out in the Utility Service Agreement, the Utility Service Agreement will extend beyond the seven year period for a total period not to exceed 15 years from the effective date of the Utility Service Agreement.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)
5.9  PROVISION OF SERVICE AFTER EXPIRATION OF 15-YEAR TERM

In order for certain conditions to survive the expiration of the 15-year term, the developer customer must pay all impact fees for the total number of EDU’s required for the development, at the current rate, and complete all the requirements of the Utility Service Agreement and all of the infrastructure required under the agreement, including off-site extensions. If the developer has completed these requirements prior to the expiration of the Utility Service Agreement’s 15-year term, the following conditions will survive the expiration of that term:

- SAWS will recognize the EDU’s of capacity required for the development as guaranteed capacity.

- SAWS will continue to recognize impact fee credits previously earned by the developer in accordance with sections 15.8 and 15.9 herein.

- SAWS will provide the utility services that were the subject of the Utility Service Agreement to retail customers located in the tract, so long as those customers pay for the services and comply with the regulations applicable to individual customers.

If the developer does not meet the requirements of this section, and the developer desires to complete the development project, the developer must enter into a new Utility Service Agreement, pursuant to the then current Utility Service Regulations.

5.10  DEVELOPMENT LARGER THAN 1000 ACRES REQUIRING MORE THAN 15 YEARS TO DEVELOP

For developments greater than 1000 acres requiring more than 15 years to develop, the expiration date of the Utility Service Agreement can be extended beyond 15 years. **Phased construction plan submittal will be subject to all SAWS requirements and provisions in effect at the time of construction plan approval.**

The expiration date of the Utility Service Agreement for those qualifying as large developments will be determined prior to the issuance of the Utility Service Agreement.

5.11  WATER COMMITMENTS AND SEWER CONTRACTS WITHOUT EXPIRATION DATES

Water commitments and sewer contracts issued prior to the effective date of these regulations that do not have an expiration date remain valid for a period of 15 years from February 18, 2003. **Water commitments and sewer contracts will be subject to all SAWS requirements and provisions in effect at the time of construction plan approval.**

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)
6 PROCEDURES FOR WATER SERVICE AND WASTEWATER LATERAL CONNECTIONS

6.1 SERVICE REQUIREMENTS
The customer’s contractor must install new water service lines and wastewater lateral connections. A customer requesting water or wastewater service must:

1. Obtain a SAWS connection or adjustment permit and execute an agreement for meter and service line installation or wastewater lateral connection;
2. Obtain a Certificate of Determination for the property or provide SAWS with acceptable documentation that the property is a properly platted lot;
3. Pay a pro-rata charge, if applicable;
4. Pay all applicable impact fees;
5. Pay a customer account deposit when required; and
6. Pay other fees as required.

6.2 AUTHORIZED APPLICANTS
The property owner or the owner's authorized agent may make the application for installation or relocation of a water service line or private fire protection service line or installation or relocation of a wastewater lateral connection. A tenant, not acting as an agent for the owner of the property, may sign a contract for water or wastewater service only.

6.3 REQUIRED INFORMATION ON CUSTOMER APPLICATION
The customer must provide the service address, street name, legal description of the property to be served, the purpose for which the service is required, the service requirements, the size of the service line or wastewater lateral connection desired, the size of the meter desired, the projected water demand and/or wastewater discharge, and such other information as SAWS may reasonably require.

6.4 CUSTOMER’S RESPONSIBILITIES
SAWS will consider the information from the customer in the application for service as reliable. If there is an error in the application that causes improper size or location of a service line connection or wastewater lateral or improper meter installation, the customer must bear the cost of all required changes. As a condition of receiving service, the customer must pay any expense incurred by SAWS as a result of incorrect information received from the customer.

6.5 CONNECTION OR ADJUSTMENT PERMITS
A private contractor who meets SAWS insurance requirements may install or relocate a water service line, private fire protection service line or wastewater lateral and related appurtenances if SAWS approves the customer’s request for a permit. The permit is conditioned upon the customer’s compliance with all applicable service conditions and payment of all applicable fees.
6.6 RESPONSIBILITIES FOR CUSTOMER YARD PIPING
SAWS will maintain, repair and replace water service lines and meters from the distribution
main to the outlet side of the meter, including the outlet side meter coupling. SAWS will
maintain, repair and replace the wastewater laterals from the wastewater main to the property
line or wastewater easement line. The customer is responsible for installation, maintenance,
repair and replacement of the PRV and yard piping extending from the outlet side of the meter
coupling and from the property line or wastewater easement line throughout the remainder of the
customer's property in accordance with the current plumbing code.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)
(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)

6.7 USE OF FIRE HYDRANTS PROHIBITED
Use of water from fire hydrants is prohibited except for the following:
• Fire protection
• City of San Antonio street sweepers
• Contractors working directly for SAWS, when the exception is part of the contract.
• Customers and their contractors who have obtained a fire hydrant meter as provided in
section 8.10.
All water from fire hydrants is metered, however customers and their contractors will not be
charged if they are engaged in a direct contract with SAWS.

(This section amended by SAWS Board Resolution #09-024, approved January 6, 2009 entitled Amendment #7.)
# 7 WATER SERVICE LINES

## 7.1 INSTALLATION AND LOCATION

In new residential subdivisions, each lot must be provided with a water service line when the subdivision’s water system is constructed. Installation of service lines may be delayed for non-residential lots until development occurs. SAWS must approve the location of all service lines.

Service lines may not be extended to lots on the opposite side of the street from a water distribution main if the street right-of-way exceeds 86 feet unless SAWS determines that no other line routing is feasible. In this case, a main extension may be required across the street before the service line starts.

## 7.2 SERVICE LINES ON LARGE DIAMETER MAINS

A customer service line smaller than six inches in diameter may not be connected to a transmission or distribution main exceeding 20 inches in diameter. No customer service line may be connected directly to a transmission main.

The customer must pay the cost of any local benefit main extension that is required to connect the service line to a main of appropriate size. SAWS will determine the main from which service may be extended. SAWS will determine the main from which service may be extended and whether the local benefit main will be extended from the transmission main or from the nearest existing local benefit main.

SAWS staff may approve an exception to this policy if it determines that unusual conditions, use, or location make extending a local benefit main infeasible. Any exceptions must be in writing and approved by both parties.

## 7.3 REQUIREMENT FOR MAIN EXTENSIONS

In order to provide water service to a property, the customer is required to construct an approach main from the nearest available distribution main to their property, and a border main across the entire frontage of their property if:

1. The property is not fully fronted by an existing water distribution main 20-inches or less in diameter, or;
2. The nearest water distribution main is on the opposite side of the street and the street right-of-way exceeds 86 feet.

Connection to transmission mains is not allowed, unless approved by SAWS. SAWS may waive the requirement for a border main across the entire frontage of the tract if the customer can provide documentation that extension of the main beyond the customer’s property will not be required to serve future customers.
7.4 VALVE REQUIREMENTS FOR LARGE SERVICE LINES
In the Central Business District as defined by the City Code, where the water main diameter is 16 inches or less, all service lines four inches in diameter and larger and all fire flow metered service lines must have a valve in the water main on each side of the service outlet in order to permit uninterrupted service from either direction in the event of a main break or shutdown. Valve requirements in the Central Business District for four-inch and larger service lines on mains 20 inches and larger will be determined by SAWS on a case-by-case basis.

Outside the Central Business District, where the water main diameter is 16 inches or less, all service lines four inches in diameter and larger must have a valve in the water main on each side of the service outlet.

Valve requirements outside the Central Business District for four-inch and larger service lines on mains 20 inches and larger will be determined by SAWS on a case-by-case basis.

To meet the requirements of this section, valves will be placed in the water main on each side of the service outlet whenever service lines are being installed, re-laid or reconnected. If there is an existing valve that adequately isolates the service, then it can be used in lieu of installing a new valve.

7.5 EFFECT OF CHANGED USE CONDITIONS
SAWS may review changed circumstances pertaining to the use, occupancy, or ownership at any time after service lines are installed. After reviewing the changes SAWS will determine if one or more additional service lines are required. The customer must pay the cost to install the additional line(s) or appurtenances required by the changes.

7.6 CHARGES FOR SERVICE LINE INSTALLATION
SAWS normally does not install service lines. In the event that SAWS does install a service line, service line charges are assessed according to SAWS’ charge schedule unless the service line is installed by a private contractor under a water connection permit. The customer must pay all charges and applicable impact fees at the time the application for service line installation is made. A customer may request a particular size of service line and meter with appropriate documentation, but SAWS will make the final determination of the size of the service line and meter required for each customer.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

7.7 CHARGES FOR ADDITION OR REMOVAL OF SERVICE LINES
If a property owner requests additional service lines, SAWS may issue a water connection permit for the work. If the property owner requires fewer service lines than presently exist, SAWS may disconnect the unused lines without cost or impact fee credit to the property owner. The request to disconnect a service line must be submitted in writing.
7.8  REQUESTS FOR LARGER SERVICE LINES
A customer may request a permit to replace a service line if a larger size service line is necessary to serve the customer. SAWS will review such requests prior to installation to determine if the requested service line size meets the revised requirements. The customers contractor may install the new service lines upon the customer’s payment of applicable impact fees. SAWS may relocate or install a larger service line for any customer, as it deems necessary to provide service.

7.9  PRIVATE FIRE PROTECTION SERVICE LINES
A contractor approved by SAWS may install a private fire protection service line under a water connection permit. Approval of an application for connection of a private fire protection service line to a SAWS main smaller than 12 inches in diameter is discretionary to SAWS. The diameter of the private fire protection service line may be determined by the customer to serve the fire protection requirements of the customer’s property, subject to SAWS approval. Depending upon the fire protection requirement, a backflow prevention assembly may be required. The backflow prevention assembly must be installed, maintained and tested annually at the customer’s expense. Each parcel, lot, tract, or separate property to be served by SAWS shall have an individually metered fire service line connection from a public water main. The fire service lines cannot cross property lines.

A customer’s request to install a combination domestic and fire protection service line with a fire flow type meter may be approved at SAWS’ discretion. If approved, then the customer must bear the cost difference between the flow type meter and a turbine type meter with strainer. A customer may obtain a larger fire flow meter at the customer’s expense if the meter is not provided by SAWS.

(This section amended by SAWS Board Resolution #09-024, approved January 6, 2009 entitled Amendment #7.)
(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment # 8.)

7.10  TEMPORARY SERVICE LINES
The procedures, rules and rates for temporary service lines are the same as those for permanent service lines, except that temporary service is for a maximum of one year. SAWS will determine at its discretion whether a temporary service line may be installed. SAWS will evaluate all applications for temporary service lines as to the need for backflow prevention protection. For temporary services resulting from a plat deferral, only ¾-inch services will be allowed. The customer is responsible for installation and removal of temporary services. Impact fees to establish the temporary service are not eligible for refund but will be applied to the permanent service to the same property.

7.11  SERVICE LINE RECONNECTION TO NEW MAINS
If SAWS replaces or relocates a water main, or if street reconstruction requires replacement or relocation of a water main, existing service lines will be extended and reconnected by SAWS without expense to the property owner.
7.12 IRRIGATION SERVICE LINES

All irrigation service lines must have a backflow prevention assembly on the customer side of the meter, installed, maintained and tested at the customer’s expense. The customer is responsible for payment of the applicable charges and fees and must have an irrigation contractor confirm the required service line size. A customer may request that an existing service line be branched for an irrigation line. SAWS may allow installation of dual meters on a single service line. Allowable service lines for dual metering are 1-inch lines with two ¾ inch branches or 1½ inch lines with two 1-inch branches, or other ratios as approved by SAWS. The branched service lines cannot exceed two meters and the sum of EDUs cannot exceed the number of EDUs of the existing service line. Each irrigation line serving a commercial parcel, lot, tract, or separate property shall have an individually metered irrigation service line connection from a public water main. Each individual parcel must have a separate service line. The irrigation service lines cannot cross property lines.

Assumed irrigation customers requesting a change from a single meter providing indoor/outdoor use to two meters receiving service from the existing single service line, will not be charged an impact fee for the second meter. This non-charge of the impact fee will only apply under the following conditions.

a. The policy applies only to services that have been active for the full period between January 1, 2006 and December 31, 2010. Any exceptions must be approved by SAWS.

b. The existing irrigation system will not be increased in size without prior approval from SAWS. An increase in size may result in the payment of additional impact fees.

c. The irrigation meter and service location will not be relocated in the future without prior approval from SAWS.

(This section amended by SAWS Board Resolution #09-024, approved January 6, 2009 entitled Amendment #7.)
(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)

7.13 CROSS-CONNECTION AND BACKFLOW PREVENTION

No water may be returned to SAWS' potable water distribution system. SAWS will immediately discontinue service to any customer with an unapproved connection or a cross-connection, and service will not be re-established until SAWS determines that the condition is corrected.

7.13.1 Individual Customers

To protect SAWS’ distribution system from contaminants associated with cross-connections and backflows, a connection between SAWS’ distribution system and a customer’s service line is not allowed if an unprotected cross-connection exists. A SAWS-approved backflow prevention assembly must be installed, maintained and tested annually by the customer before a connection is made to SAWS’ distribution system.
Customers outside of the San Antonio city limits or in areas not under the control of a plumbing inspection process must have a TCEQ-approved Customer Service Inspection performed before a meter is set or water service is provided. SAWS-approved backflow protection must be installed on all internal cross-connection hazards. Additionally, containment backflow protection will be required on designated facilities when necessary in the judgment of SAWS staff.

7.13.2 Wholesale Water Customers
Wholesale water customers must have approved backflow prevention assemblies installed at all SAWS service connections. Any required air gap separation must be at least two times the diameter of the supply pipe, measured vertically above the top rim of the vessel, and in no case less than one inch.

7.13.3 Type of Protective Devices
The selection of an appropriate backflow protection device will be based on the degree of hazard involved. SAWS will make the final decision in individual cases.

7.14 PRESSURE REDUCING VALVE REQUIREMENT AND MAINTENANCE

7.14.1 PRV Requirement
For any tract whose pressure may normally exceed 80 psi or as required by SAWS, a Pressure Reducing Valve (PRV) rated for a maximum working pressure of no less than 300 psi must be installed on the customer side of the meter, in conformance with the current plumbing code with local amendments adopted by the City of San Antonio, prior to a SAWS meter being installed. Installation of the PRV shall be the responsibility of the developer, builder, customer or an agent thereof. Language addressing this PRV requirement shall be included in the Utilities Service Agreement (USA), an approved type pressure regulator in conformance with the current plumbing code must be installed on the customer’s side of the meter prior to a SAWS meter being set. It is the responsibility of the customer or an agent thereof to have the pressure regulator installed.

7.14.2 PRV Maintenance
The customer is responsible for all maintenance of the PRV on the customer’s side of the meter.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)
(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)

7.14.3 PRVs on Dual Service Lines
PRVs are not allowed on dual service lines and therefore must be used in conjunction with single service lines.
8 WATER METERS

8.1 SEPARATE METERED SERVICE REQUIRED
Each parcel, lot, tract, or separate property to be served by SAWS shall have an individually metered service line connection from a public water main. These services cannot cross private lot lines, except if approved by SAWS for private lines within irrevocable private easements to be owned and maintained by the applicable Property Owners Association under certain conditions such as plats approved within an Infill Development Zone (IDZ) district by the City of San Antonio.

8.2 WATER METERS FOR SINGLE-FAMILY RESIDENTIAL CUSTOMERS
Each single-family residential lot may be provided with up to two meters, located inside of the right-of-way or in a minimum 5 foot by 5-foot water easement.

8.3 WATER METERS FOR MULTI-FAMILY AND OTHER CUSTOMERS
1. Each individual dwelling unit in a new duplex, triplex, or quadraplex must have a separate meter. SAWS staff may approve an exception to this rule if it is warranted by unusual conditions and necessary to provide efficient service to the end users. A secondary irrigation meter may also be used.

2. In every new multi-family residential development, separate meters must be used for the common areas, irrigation systems and any other outdoor uses of water.

3. All new non-residential buildings that have a floor area of more than 10,000 square feet must have separate meters for irrigation and any other outdoor use of water.

4. All new multi-family residential developments, manufactured home rental communities, and multiple-use facilities must provide for the measurement of the quantity of water consumed by the occupants of each dwelling unit or rental unit through the installation of either a separate SAWS water meter for each unit or a sub-meter for each unit, owned by the property owner or facility manager. Water meters owned by SAWS must be located inside of the right-of-way.

5. Combination domestic and fire protection service line and fire-flow meters may be used when a private fire protection service line is required and the domestic meter size is two inches or larger.
8.4 REQUESTS TO CHANGE FROM ONE MASTER METER TO MULTIPLE METERS FOR DUPLEXES, TRIPLEXES AND QUADRAPLEXES

SAWS will allow additional meters to be installed at duplexes, triplexes and quadraplexes that have been served by one master meter with no additional impact fees charged under the following conditions:

- The master meter has been in place for at least 5 years
- The average amount of water used at the residence for the previous 12 months does not exceed the number of EDU’s assigned to the master meter size
- The customer is responsible for funding any taps to the system infrastructure and on-site yard-piping.
- Multiple meters cannot be connected to single tap if the number of EDU’s assigned to the meters exceeds the number of EDU’s assigned to the tap size.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

8.5 WHOLESALE MASTER METERING

SAWS staff will determine whether master metering may be permitted for a wholesale water customer in order to provide the most efficient service to the end users.

8.6 LOCATION OF WATER METERS

Water meters must be located in areas with easy access and with protection from traffic and within or adjacent to public rights-of-way whenever possible. Meters may not be located in areas enclosed by fences. Meters two inches and smaller must be located in a public right-of-way, a water line easement, or a minimum five-foot by five-foot separate water meter easement. Meters three inches and larger must be located at least one foot, but not more than 50 feet, outside of the public right-of-way, in a water line easement or a minimum ten-foot by twelve-foot water meter easement, and is subject to approval by SAWS.

8.7 REQUESTS FOR LARGER METERS

SAWS will replace a meter at a customer’s request if a larger meter is necessary to serve the customer. SAWS will review such requests to determine if the requested meter installation meets the revised requirement. SAWS will install the larger meter at no charge to the customer if the size of the existing service line can accommodate the new meter and the customer’s use warrants the replacement. Thereafter the customer must pay the water rates associated with the larger meter. SAWS may also install a larger or a different type of meter at SAWS’ initiative and expense. The customer must pay all applicable charges and fees including additional impact fees.
8.8       REQUESTS FOR SMALLER METERS
A customer may request a smaller meter if the customer’s use is not expected to cause excessive
wear on the new meter. SAWS will install the smaller meter at SAWS’ cost. However, if
excessive wear is detected, the meter will be replaced with a larger one. The customer will be
informed and billed the cost for making the second replacement. SAWS may, at its initiative and
expense, replace an existing meter with a smaller one if the current meter exceeds the customer’s
demand. If the customer’s water needs subsequently increase and if the size of the existing
service line can accommodate the larger meter, SAWS will install an adequate size meter at
SAWS’ cost.

8.9       TEMPORARY CONSTRUCTION METERS
Upon a customer’s request, SAWS will install a smaller temporary construction meter on a
permanent service line of one inch or larger for the customer’s convenience during construction.
The customer must pay the cost of the temporary meter installation according to the charge
schedule at the time the customer makes this request. SAWS will render water bills in
accordance with the established rate for the smaller meter until the permanent meter is installed.
SAWS will install the permanent meter upon the request of the customer or the customer’s
contractor, or the customer may have a contractor install the permanent meter under a service
adjustment permit. The property must meet all City platting requirements and all impact fees and
installation charges for the larger service line must be paid prior to installation of the permanent
meter. Water bills will then reflect the rate for the permanent meter.

8.10      FIRE HYDRANT METERS
SAWS may authorize a meter to be connected temporarily to a fire hydrant during construction
operations in lieu of installing a temporary service line provided the customer:
• Executes a contract for a meter on a fire hydrant,
• Pays a customer account deposit,
• Assumes responsibility for the safekeeping of the meter, fitting and fire hydrant,
• Pays the charges set out in the charge schedules, and
• Complies with SAWS backflow prevention requirements.

8.11      METERED BILLING OF DOMESTIC AND IRRIGATION
            SERVICE LINES

8.11.1     General Class Customers with One Meter
A General Class customer with one meter serving both domestic and in-ground irrigation
systems will have separate line items on the billing statement for domestic and irrigation use.
The domestic use will be billed at the General Class rate and the in-ground irrigation system will
be billed at the Irrigation Class rate. Billing will be based on a system-wide average for each of
those classes using available SAWS historical data.
8.11.2 General Class Customers with Two Meters
A General Class customer with two meters where one is domestic and one is for irrigation will have separate billing statements for each meter. The domestic meter account will be billed at the General Class water rate with wastewater charges based on 100% of the water consumption. The irrigation account will be billed at the Irrigation Class water rate with no wastewater charge.

8.11.3 Residential Customers with One Meter
A residential customer with one-meter serving both domestic use and an in-ground irrigation system will have one billing statement. All water consumption, including the in-ground irrigation system, will be billed at the Residential Class rate for water. Wastewater charges will be billed at the Residential Class rate for wastewater service, based on the average water consumption during the winter months through the domestic meter.

8.11.4 Residential Customers with Two Meters
A residential customer with two meters where one is domestic and one is for irrigation will have a separate line item for each meter on one billing statement. The domestic meter water use will be charged the Residential Class water rate. The irrigation meter water use will be charged the Irrigation Class rate. Wastewater charges will be billed at the Residential Class rate for wastewater service, based on the average water consumption during the winter months through the domestic meter.

8.12 ILLEGAL WATER CONNECTIONS
Any person connecting into SAWS' water system without paying the applicable fees is in violation of these Regulations and of the City of San Antonio’s Unified Development Code. A water connection that results in the illegal use of SAWS' water distribution system is sufficient evidence to constitute a violation and is punishable by a fine under the Unified Development Code.
9 DESIGN STANDARDS FOR WATER SYSTEM FACILITIES

9.1 DETERMINATION OF WATER REQUIREMENTS

All water system infrastructures must be designed according to the following assumptions and requirements.

1. The San Antonio Water System employs the factor “Equivalent Dwelling Unit” (EDU) to determine the water demands for its water mains. An EDU, for purposes of water system design, is 313 gallons average daily flow (or .22 gpm/day).

2. Hazen Williams Friction Coefficient C=120 for PVC and HDPE pipe and C=100 for ductile iron pipe. A higher C factor may be used for new mains only upon approval by SAWS with sufficient documentation to show the effects of long term use.

3. Average daily flow = .22 gpm per EDU
4. Peak daily flow = .44 gpm per EDU
5. Peak hourly flow = 1.5 gpm per EDU
6. Pressure zones are established to provide a minimum static pressures of 561 psi to 59175 psi dependent on the pressure zone, depending on area geography and elevations.

7. Pressure zones are established to provide a maximum static pressure of 96 to 175 psi dependent on the pressure zone.

8. If maximum static pressure exceeds 80 psi at the proposed meter location, a Pressure Reducing Valve (PRV) rated for a maximum working pressure of no less than 300 psi must be installed on the customer side of the meter, in conformance with the current plumbing code with local amendments adopted by the City of San Antonio, prior to a SAWS meter being installed. A pressure reducing valve must be installed on the customer side of the water meter in accordance with the current plumbing code and local amendments adopted by the City of San Antonio. The customer is responsible for all maintenance of the PRV.

9. Minimum operating pressure shall be 35 psi at the highest elevation meter location using peak hourly flow.

10. The velocity in a distribution main may not exceed 5 feet per second during peak hourly flow.

11. The velocity in transmission mains (mains larger than 16 inches in diameter) as designated by SAWS may not exceed 3 feet per second during peak daily flow.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)
9.2   FIRE FLOW REQUIREMENTS

1. Current fire codes as adopted by the enforcing entity shall be followed when designing for fire flow. Fire flows required for sizing of distribution mains and production facilities must be as follows, at a minimum, and must comply with state and local regulations.

1. Fire flow requirements for sizing of distribution mains and production facilities must comply with State and local regulations, specifically the current Fire Code with local amendments adopted by the City of San Antonio. Single family residential developments with a maximum house size of not more than 3600 square feet and with 400 or fewer lots: 1000 gpm.

2. Fire flows shall be calculated according to the type of development, for the intended individual uses shown on the project master plan, and as determined by the developer's engineer and supported by the engineer's water system analysis. Fire flow requirements/available fire flows shall be calculated at 25 psi.

3. Single family residential developments with a maximum house size of more than 3600 square feet, but less than 4800 square feet or with more than 400 lots: 1750 gpm.

4. All other developments, to include residential developments with an expected maximum house size more than 4800 square feet: 2000 gpm or more as required by the current fire code for the intended individual uses shown on the project master plan and as determined by the developer’s engineer and supported by the engineer’s water system analysis.

5. The minimum residual pressure at any point in the affected pressure zone, at peak hourly plus fire flow, may not be less than 25 psi.

6. The maximum allowable velocity in a distribution main, at peak hourly plus 25 psi fire flow, may not exceed 10 feet per second during the combined flow of peak hourly flow and fire flow.

7. When sizing production facilities, fire flow demands shall be as shown above (9.2.1, 9.2.2 & 9.2.3) with a fire duration of at least two hours.

8. Every residential plat will be required to include the following note which indicates the fire flow demand that the public water main system has been designed to support. The note on the plat shall read as follows:

“The public water system was designed to sustain a fire flow of _____ gallons per minute, at peak hour demand and 25 psi static pressure residual, to serve the lots shown on this plat. The public water system was designed to provide a minimum fire flow of ___ gallons per minute at 25 psi to the residential lots shown on this plat.”

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)
(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment # 8.)
9.3 SIZING OF WATER MAINS
A developer customer may use computer modeling to size on-site and off-site water mains. All modeling shall be reviewed by SAWS. When modeling water mains, the initial static gradient shall be 15 feet below the static gradient of the pressure zone or as determined by SAWS. The distribution main size (8 inch to 16 inch) will be the largest size as determined by comparing the service area’s peak hour demand at 5 feet per second and peak hour demand plus fire flow at 10 feet per second. For transmission mains only (mains larger than 16 inches in diameter), the main size will be determined by peak daily flow with a velocity of 3 feet per second.

1. The distribution main size (8 inch to 16 inch) shall be the largest size as determined by comparing the service area’s peak hour demand at 5 feet per second, and peak hour demand plus 25 psi fire flow at 10 feet per second.

2. For transmission mains, the main size shall be determined by peak daily flow with a velocity of 3 feet per second."

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

9.4 SIZING OF PRODUCTION FACILITIES
Sizing of production facilities will be done in accordance with TCEQ requirements, in addition to the fire flow requirements stated in section 9.2; except as follows:

1. Minimum pressure tank capacity will be 5000 gallons
2. Minimum ground storage capacity will be 50,000 gallons

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

9.5 SATELLITE SYSTEMS
If the Developer Customer chooses to construct a system which is not hydraulically connected to SAWS existing infrastructure and construct a satellite system, the following requirements regarding the water supply shall apply.

1. Supply: If the Developer Customer chooses to construct a public water supply well to provide water to the development, the following procedures shall be required:
   a. Drill a test well and run appropriate hydraulic and chemical tests per all state and local requirements for public supply wells.
   b. The Developer will be required to develop a Groundwater Availability Model (GAM) which shall be reviewed and approved by SAWS. At a minimum this availability model shall include:
      1. Drought of Record analysis
      2. Identification of Existing well and demands
      3. Evaluation of future demand on water supply
      4. Establish regional drawdown contours
      5. Sustainability analysis

2. Establish Mitigation Plan:
a. The mitigation plan must meet the requirements of 30 TAC 288 and shall be in accordance with SAWS policies and mitigation plans adopted by SAWS.

b. Mitigation shall be executed and funded by the developer by establishing a bond for estimated mitigation costs.

3. Well Capacity:
   a. Two or more wells which have a firm capacity (largest well out of service) of 0.6 gpm per EDU.
   b. The capacity of each well shall be based upon anticipated drawdown during drought of record including 20 years of future growth as determined by the GAM.

4. Total Storage shall meet TCEQ requirements plus fire flow as stated in Section 9.2.

5. Ground Storage
   a. Without Elevated Storage: TCEQ requirements plus fire flow as stated in Section 9.2.
   b. With Elevated Storage: Ground Storage shall be adequate to provide 4-log virus removal as required by TCEQ regulations with a minimum capacity of 50,000 gallons.

6. Elevated/Hydropneumatic Tank Capacity
   a. Elevated: When service is provided to 2,500 or more connections as defined by TCEQ, elevated storage is required in accordance with TCEQ regulations.
   b. Hydropneumatic Capacity: Shall be a minimum of 5,000 gallons and meet TCEQ requirements.

7. High Service Pump Capacity
   a. For less than 1,500 connections, firm capacity shall be 1.5 gpm/EDU plus fire flow as stated in Section 9.2.
   b. For 1,500 to 3,000 connections firm capacity shall be 1.0 gpm/EDU plus fire flow as stated in Section 9.2.
   c. For greater than 3,000 connections firm capacity shall be 0.75 gpm/EDU plus fire flow as stated in Section 9.2.

8. Design Requirements shall meet SAWS current pump station design guidelines.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

9.6 BOOSTER STATIONS

If the Developer Customer is required to provide a Booster Station to provide water to a Development and the supply may be obtained from an existing SAWS water main or a tank, the following design requirements shall apply.

1. Elevated/Hydropneumatic Tank Capacity
   a. Elevated: When service is provided to 2,500 or more connections as defined by TCEQ, elevated storage is required in accordance with TCEQ regulations.
b. Hydropneumatic Capacity – Shall be a minimum of 5,000 gallons and meet TCEQ requirements.

2. High Service Pump Capacity
   a. For less than 1,500 connections, firm capacity shall be 1.5 gpm/EDU plus fire flow as stated in Section 9.2.
   b. For 1,500 to 3,000 connection firm capacity shall be 1.0 gpm/EDU plus fire flow as stated in Section 9.2.
   c. For greater than 3,000 connections firm capacity shall be 0.75 gpm/EDU plus fire flow as stated in Section 9.2.

3. Design Requirements shall meet SAWS current pump station design guidelines and inline booster shall be designed to maintain 250 psi on the suction side of the pumps and shall shut-off if the suction pressure drops below 250 psi in accordance with TCEQ requirements: 5 psi above the TCEQ requirement.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

9.7 INDIVIDUAL BOOSTER PUMPS
SAWS may allow individual booster pumps to be installed if SAWS determines that it is in the best interest of the customer. However, this must be approved by SAWS Executive Management. If a Developer Customer is allowed to install an individual booster pump then the individual booster pump must be equipped with an automatic shutoff if the suction pressure drops below 250 psi.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

9.8 STANDARD AND MINIMUM MAIN SIZES
Standard size water mains have diameters of eight inches, 12 inches, 16 inches, 24 inches and six-inch multiples thereafter. Six-inch diameter pipe may be used only in cul-de-sacs less than 500 feet long and with the installation of a fire hydrant or an automatic flushing device at the end. The minimum size of any water main in any street type, however, will be governed by various factors including fire protection requirements, density of land use, and considerations of general grid system layout, future transmission mains, and neighboring developments and area configuration. SAWS will determine the need for, and sizes of, transmission mains on a case-by-case basis.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

9.9 HIGH PRESSURE PIPE REQUIREMENTS
Water pipe located in Pressure Zones 9 and higher shall be a minimum of Class 200 psi rated pipe. SAWS specifications HP-1 identifies high pressure zones.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)
9.10 GRID SYSTEM REQUIREMENTS

Interconnections of water mains to form a grid system are preferred so that all individual water customers will have two or more potential sources. All subdivisions greater than 125 EDU’s must have a dual feed system, and provisions for future interconnections. However, a developer customer may provide, for consideration by SAWS, engineering documentation certifying that adequate water supply, and pressure for domestic and fire flow will be available, and that water quality will not be compromised if a single connection to the SAWS distribution system is used for a subdivision or commercial project. Approval of single connections shall be at the discretion of SAWS. Dead-end mains shall be avoided wherever possible. When this is not possible, either automatic flushing devices or dead-end flushing hydrants shall be provided at the end of each dead-end main, for mitigation of potential water quality issues. The use of dead-end mains, and required mitigation method when used, shall be subject to approval by SAWS. Mains for future connections must be extended to the boundary of the tract. However, a developer customer may provide engineering documentation and certification that an adequate water supply and adequate pressure for domestic and fire flow will be available if a single connection to the SAWS distribution system is used for a subdivision or commercial project. SAWS approval must be obtained for any single-connection subdivision. An automatic flushing device is required at the end of each dead-end main. Mains for future connections must be extended to the boundary of the tract.

9.11 VALVE REQUIREMENTS

1. All valves in the potable water system must open “right (clockwise).” For recycled water and pump stations, valves will open “left (counter-clockwise)”.
2. Valves must be located at the intersection of two or more mains and must be spaced so that no more than 30 customers will be without water during a shutdown.
3. In mains 16 inches in diameter or smaller, valves may be no more than 1000 feet apart. In mains 20 inches and larger, the distance between valves may not exceed 2000 feet. For mains 36 inches and larger, the location and frequency of required valves may vary depending on SAWS’ engineering design considerations.
4. The number of valves at each intersection shall be one less than the number of pipe extensions.
5. At dead ends, gate valves must be located one pipe length or a minimum of 10 feet from the end points of the main. The customer’s engineer must provide drawings showing complete restraint for all such valves, pipe extensions and end caps.
6. Branch piping for both new and future branches must be separated from the water main by gate valves.
7. Valves at intersections must be placed at the point of curvature of the curb line.
8. In water mains 16 inches and smaller, all valves must be resilient seated gate valves.
9. In water mains 16 inches in diameter and larger, automatic combination air/vacuum valves must be placed at all high points.
10. In water mains greater than 16 inches in diameter, butterfly valves must be used.
11. All butterfly valves must have actuators enclosed in a valve box.
12. Valves at separating pressure zones, (Division valves, or pressure zone boundaries) must be equipped with a locking type debris cap.
13. Valves in fire hydrants must be resilient seated gate valves and must be restrained to the main.
14. All valves shall be mechanically restrained.
15. Valves on high pressure pipe (minimum Class 200 psi rated) shall be class 250 Lb, with 150 Lb bolt pattern (class 'E' flanges). The 250 lb valve with the 150 Lb bolt pattern provides the 200 psi requirement for PZ 9 and above.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

9.12 FIRE HYDRANT REQUIREMENTS

Fire hydrants must be installed in accordance with the current Fire Code with local amendments adopted by the City of San Antonio or the local fire protection authority having jurisdiction, and according to the provisions outlined below. Fire hydrants must be installed in accordance with the local fire prevention authority or as outlined below, whichever is more stringent.

Fire hydrants shall be located along public rights-of-way, preferably at the intersection of two streets; normally two feet behind the curb or projected future curb, and outside the sidewalk area. A six-inch gate valve must be installed between the water main and each hydrant. Fire hydrants must be of the dry barrel type and must comply with SAWS’ current material specifications. All fire hydrants must be lead free. Fire hydrants must be located along public rights-of-way, preferably at street intersections. A six-inch gate valve must be installed between the water main and each hydrant. Fire hydrants must be the dry barrel type and must comply with the SAWS’ current material specifications.

For residential and commercial developments, the spacing between fire hydrants shall be as dictated by the current Fire Code and local amendments adopted by the City of San Antonio or the local fire protection authority having jurisdiction. If the type of development is unknown, the distance between fire hydrants shall be as required by the fire protection authority having jurisdiction but no greater than 1000 feet. In single-family residential developments, fire hydrants must be located so that every building site is within 500 feet of a hydrant and so that there is no more than 800 feet distance between hydrants. In all other developments, the distance between hydrants may not exceed 450 feet or as required by the current Fire Code and local amendments adopted by the City of San Antonio. If the type of development is unknown, the distance between fire hydrants shall be 1000 feet. Hydrants should preferably be installed at the intersection of two streets, and normally should be installed two feet behind the curb or projected future curb and outside of the sidewalk area.

Fire hydrants must be designed to have a four-foot bury where possible. As a normal policy, bends or offsets in fire hydrant branches will not be allowed. Bends may be used to maintain a four-foot bury or to maintain a two-foot setback from a curb with prior approval by SAWS.
9.13 ADDITIONAL FIRE HYDRANTS
A customer may request the installation of a fire hydrant on an existing main of adequate
diameter to provide fire protection service in excess of established criteria. SAWS will install
the fire hydrant when the customer agrees to pay the actual cost of the installation. A fire
hydrant providing supplemental fire protection may also be installed by a contractor approved by
SAWS under a water connection/adjustment permit.

9.14 WATER MAIN PROTECTION AT WASTEWATER CROSSINGS
All water mains must be protected at wastewater main crossings and recycled water crossings as
required by the Texas Commission on Environmental Quality, Texas Administrative Code
(TAC) Section 290.44(e)(4)(B).
(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)
10 PROCEDURES FOR WASTEWATER SERVICE

10.1 GENERAL SERVICE PROVISIONS
SAWS will approve the extension of wastewater service to customers under the following provisions:

- If an existing wastewater main with sufficient capacity to serve the property is available immediately adjacent to the property, service may be granted to the developer upon approval of a subdivision plat and payment of the applicable fees.

- If an existing wastewater main with sufficient capacity is not available adjacent to the property, service may be extended to a customer after construction and acceptance by SAWS of the required on-site and off-site wastewater main extensions according to SAWS regulations. All applicable fees must be paid before the wastewater lateral is connected.

- A customer must connect to SAWS' wastewater system in lieu of installing a septic system if the property being developed is inside the San Antonio city limits and within 200 feet of an existing wastewater main with sufficient capacity, or if the property is outside the city limits and within 300 feet of an existing main with sufficient capacity. Property owners with an existing septic system that meets all local authority requirements will not be required to connect to SAWS’ system. Septic systems must be approved by Bexar County Infrastructure Services or the authority having jurisdiction.

All wastewater construction must conform to TCEQ requirements and SAWS’ Standard Specifications for Water and Wastewater Construction.

10.2 WASTEWATER LATERALS

10.2.1 Regulatory Compliance Requirements
1. Wastewater lateral connections to platted lots inside the San Antonio City limits must comply with the City's plumbing and building codes, applicable chapters of the Unified Development Code and the requirements of these regulations.
2. Wastewater lateral connections to platted lots within the City of San Antonio’s extraterritorial jurisdiction must comply with applicable chapters of the Unified Development Code and the requirements of these regulations.
3. Wastewater lateral connections to platted lots outside the San Antonio City limits and the City of San Antonio’s extraterritorial jurisdiction must comply with all local authority plumbing and building codes and the requirements of these regulations.
4. Wastewater lateral connections over the Edwards Aquifer Recharge Zone within the City of San Antonio’s extraterritorial jurisdiction must also comply with Section 213.5 of 30 Texas Administrative Code, Chapter 213, Edwards Aquifer, as amended.
10.2.2 Permit Requirements
Prior to connecting a wastewater lateral to SAWS' wastewater system, a SAWS authorized contractor under contract to the customer must obtain a connection/adjustment permit from SAWS. The permit applicant must comply with the licensing, bond and insurance requirements set forth in Chapter 24, Article III, Division 2 of the Local Government Code and must pay SAWS a non-refundable application fee.

As part of the permit application, the permit applicant must submit a drawing showing the scope of work and the location of the wastewater lateral. Where practical, this drawing must be digitally drawn to scale and geo-referenced.

A permit for connection of a wastewater lateral over the Edwards Aquifer Recharge Zone within the City of San Antonio’s extraterritorial jurisdiction is valid for six months from the date of issue. If the work is not begun within six months, or if the work is suspended or abandoned for a period of six months after it is started, the permit becomes void.

10.2.3 Installation and Inspection
All wastewater laterals must be installed in strict compliance with these regulations. Prior to connecting to an existing SAWS wastewater main, a wastewater lateral to a platted lot must be permitted by SAWS. SAWS must inspect all wastewater laterals from the wastewater main to the property line after they are installed but before they are backfilled. The City of San Antonio or other appropriate local authority will do inspection from the property line to the structure. The permit applicant must provide SAWS 72 hours advance notice when a wastewater lateral is ready for inspection. If the SAWS inspector finds that the wastewater lateral is improperly installed, the plumbing contractor must make the necessary corrections and resubmit the work for inspection. The applicant must pay an additional fee for each re-inspection. Upon satisfactory completion and inspection of a wastewater lateral, SAWS will certify that it was constructed according to these regulations. SAWS will provide a copy of the certification to the applicant.

10.2.4 Correction of Substandard Work
Any plumber or contractor whose work does not conform to these regulations, or whose workmanship or materials are substandard, must make the necessary changes or corrections within 10 days of notification of the deficiencies. If the work has not been corrected after that time, SAWS will refuse to issue additional permits to the plumber or contractor of that person until the corrections are made. SAWS may revoke a permit if the application or plans include a false statement or misrepresentation.

10.3 PUMP AND HAUL OPERATIONS
The following regulations are requirements for developer customers conducting pump and haul operations.
1. Adequate documentation submitted to indicate that pump-and-haul operation is a short-term interim wastewater service while permanent off-site facilities are being constructed.
2. A TCEQ licensed wastewater disposal company to monitor and remove wastewater, twice a day, once no later than noon and again no later than 6:00 p.m., will conduct pump-and-haul operation. The developer customer shall provide to SAWS in advance of discharge proof of contract with such licensed contractor.
3. A monthly report of the pump-and-haul operation shall be provided to SAWS by the 10th day of each following month. The report must include:
   a. The volume of wastewater pumped at noon
   b. The volume of wastewater pumped at 6:00 p.m.
   c. The total volume of wastewater pumped each month
   d. Verification of proper disposal
4. A final report totaling the items above is due within 10 days of the final inspection conducted by SAWS.
5. Immediately upon completion of pump-and-haul operation by the developer customer, the developer customer is required to clean the sanitary sewer main due to solid build up.
6. Prior to starting the pump-and-haul operation, a Texas Licensed Professional Engineer must provide certification to SAWS that the subject manhole and wastewater collection system have been tested as required in 30 TAC 213.5(c)(3)(A) and (D). Pump and Haul operations are not permitted over the Edwards Aquifer Recharge Zone per 30 TAC 213.
7. Detailed plans signed and sealed by a Texas Licensed Professional Engineer must be submitted and approved by SAWS. Plans shall include:
   a. All weather access road to final collection site
   b. Calculations of projected flow
   c. Calculations of storage capacity during peak wet weather flow
   d. Plan and profile of wet well/holding tank and sewer main(s), include maximum design level elevation on profile
   e. Location of temporary plug(s), as applicable
   f. Compute maximum number of sewer lateral connections during pump and haul operations.
8. Installation of a watertight wet well/holding tank as per TCEQ requirement is mandatory.
9. The wet well/holding tank shall be placed below grade and the excavation lined with an impervious geomembrane liner to act as a containment should there be a tank leakage.
10. The wet well/holding tank shall be backfilled with select granular backfill as specified for SAWS main installation.
11. The storage system shall be designed for 200% of daily peak wet weather flow with the level reaching no closer than 5 feet from the top of lowest manhole or opening in system.
12. No discharge shall be allowed until installation of the wet well/holding tank is complete and verified by the developer customer’s engineer.
13. The developer customer shall furnish a performance guarantee that shall: (1) guarantee 12 months of the pump-and-haul operation should developer customer fail to provide acceptable service and (2) guarantee that a permanent off-site main connecting to the nearest existing wastewater main with available capacity shall be designed, constructed in accordance with all applicable SAWS requirements, and accepted by SAWS within 12 months of commencing pump-and-haul operation. The developer customer must provide a suitable performance guarantee in one of the following forms:
   a. A Performance Bond in favor of SAWS in the amount equal to 100% of the total operation cost for pump-and-haul for 12 months and design and construction costs for any permanent off-site main required to connect to the nearest existing wastewater main with available capacity. SAWS may exercise the Performance Bond if construction has not commenced within six months of starting pump-and-haul operation. The bond shall
have corporate Sureties that are licensed to conduct business in Texas. If the amount exceeds $100,000, the surety must also:

(1) Hold a certificate of authority from the United States secretary of the treasury to qualify as a surety on obligations permitted or required under federal law; or

(2) Have obtained reinsurance for liability in excess of $100,000 for a reinsurer that is authorized and admitted as a reinsurer in this state and is the holder of a certificate of authority from the United States secretary of the treasury to qualify as a surety of reinsurer on obligations permitted or required under federal law.

If the surety on any bond furnished by the developer customer to the Board is declared bankrupt or becomes insolvent, or has its right to do business revoked in the State of Texas, then the developer customer will have ten (10) days to substitute another bond and surety therefore which shall be acceptable to SAWS and which shall be at the expense of the developer customer.

b. Cash or cashier’s check in the full amount of the uncompleted off-site construction and pump-and-haul operation deposited with SAWS.

c. An irrevocable letter of credit, meeting the requirements above, in an amount equal to the cost estimated, as approved by SAWS, of the uncompleted off-site construction and pump-and-haul operation.

14. If the provisions outlined above are not met in its entirety, SAWS has the right to terminate a pump-and-haul operation.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)
(This section amended by SAWS Board Resolution #09-024, approved January 6, 2009 entitled Amendment #7.)

10.4 INDUSTRIAL WASTE

Any industrial waste discharge into the wastewater system must comply with all requirements of the San Antonio City Code and with all applicable SAWS regulations.

10.5 ILLEGAL WASTEWATER CONNECTIONS

Any person discharging or transporting wastewater flows into SAWS’ wastewater system without paying the applicable fees is in violation of these regulations and of the City of San Antonio’s Unified Development Code. A wastewater connection or an increase in wastewater flows that results in the illegal use of SAWS’ wastewater collection system is sufficient evidence to constitute a violation and is punishable by a fine under the Unified Development Code.
11 DESIGN STANDARDS FOR WASTE WATER SYSTEM FACILITIES

11.1 WASTEWATER LATERALS

1. An individual wastewater lateral from the wastewater main to the property line must be installed to serve each lot or tract within a proposed development, in a location approved by SAWS.

2. Wastewater laterals from single-family lots should normally discharge into a wastewater main. At the end of a dead end line, SAWS may allow up to two wastewater laterals from single-family lots to be connected to a manhole, except on the Edwards Recharge Zone. Wastewater laterals from commercial developments with flows of more than 20,000 gallons per day must discharge into a proposed or existing manhole. Where the flow line of any service lead is 24 inches or more above the flow line of the manhole, a standard drop manhole must be installed per 30 TAC 217.55 (k)(2)(G)- (H).

3. Wastewater laterals must be a minimum of six inches in diameter and must minimize the use of bends. The use of 90-degree bends is prohibited.

4. Wastewater laterals with a diameter of six inches must use full body fittings, extruded or factory-fabricated, for connection to a proposed SAWS wastewater main or an approved saddle-type connector for connection to an existing SAWS wastewater main.

5. Wastewater laterals must be a minimum of five feet below the finished grade at the property line, exceptions must be approved by SAWS.

6. Wastewater laterals should have a standard 2.0 percent slope, but may have a minimum 1.0 percent slope if approved by SAWS.

7. Wastewater laterals may not be connected to mains larger than 21 inches in diameter unless approved by SAWS. Any connection to larger mains must have a private wastewater flapper valve inside the property line and adequate on-site venting of wastewater gases at or near the building site.

8. Wastewater laterals shall not exceed 86 feet from the wastewater main to the property line. Wastewater laterals that will exceed 86 feet will be required to extend an 8-inch sewer main and manhole from the wastewater main to the property line.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)

11.2 MANHOLES

11.2.1 Type

Within paved areas, manholes must be either fiberglass or pre-cast concrete, per SAWS Standard Details, unless the developer’s engineer submits a cast-in-place manhole design for review and approval by SAWS. A liner or coating of concrete manholes shall be required on all wastewater mains 24” or greater and at termination of force main. SAWS must approve liners and coatings. Pre-cast manholes must incorporate a boot-type connector for wastewater main diameters up through 24 inches. For wastewater main diameters larger than 24 inches, either the boot-type connector (if available) or an integral gasket may be used. Pre-cast manholes must conform to the latest ASTM requirements. For wastewater in the five-year floodplain of a drainageway, manholes must be shallow profile, monolithic structured and anchored to subgrade. Variances will be considered for interior drops on existing manholes.
11.2.2 Location
Manholes must be placed at the ends of mains, changes in main alignment, changes in grade, junction points, and either at street, alley, or easement intersections as designs may require. SAWS wastewater mains must terminate in a manhole. Clean-outs may not be used except at the end of a wastewater lateral. If a manhole is to be placed within an existing pipeline, wastewater flows will have to be properly managed during construction. By-pass pumping will be required. Reference section 11.3.3 below.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment # 8.)

11.2.3 Maximum Spacing
The following table specifies the maximum distance between manholes for eight-inch through 48-inch wastewater mains. SAWS will determine the spacing for manholes on mains larger than 48-inches, whether installed by tunneling or open-cut methods, on a case-by-case basis.

MAXIMUM DISTANCE BETWEEN WASTEWATER MANHOLES

<table>
<thead>
<tr>
<th>INSIDE PIPE DIAMETER IN INCHES</th>
<th>MAXIMUM SPACING IN FEET</th>
</tr>
</thead>
<tbody>
<tr>
<td>8-15</td>
<td>500</td>
</tr>
<tr>
<td>18-30</td>
<td>800</td>
</tr>
<tr>
<td>36-48</td>
<td>1000</td>
</tr>
<tr>
<td>More than 48</td>
<td>As approved by SAWS</td>
</tr>
</tbody>
</table>

11.3 WASTEWATER MAINS AND OTHER FACILITIES
The flow capacities of wastewater mains are determined in accordance with applicable chapters and sections of Texas Commission on Environmental Quality (TCEQ) Design Criteria for Sewerage Systems, dated September 2008 or the latest edition thereof.

All wastewater system infrastructures must be designed in accordance with the following assumptions and requirements.

(This section amended by SAWS Board Resolution #09-024, approved January 6, 2009 entitled Amendment #7.)

11.3.1 Determination of Wastewater Flows
1. For the purpose of pipe sizing, an equivalent dwelling unit (EDU) is assumed to produce an average wastewater flow of 240 gallons per day.
2. SAWS will evaluate commercial and industrial wastewater flows on a case-by-case basis. Use of SAWS Infrastructure Planning EDU calculation sheet is recommended.
3. Strict attention must be given to minimizing inflow and infiltration. In sizing wastewater mains, external contributions must be accounted for by including 300 gallons per acre served for inflow and infiltration. Wastewater mains in the Edwards Aquifer Recharge Zone must meet the requirements of the Texas Commission on Environmental Quality.

4. The peak dry weather flow is 2.5 times the average flow. In designing for an existing facility, flows must be measured in lieu of calculations for the preexisting developed area.

5. The peak wet weather flow is obtained by adding inflow and infiltration to the peak dry weather flow.

6. Determination of peak dry and wet-weather flow on an existing pipe segment will be required if by-pass pumping is involved. Flow information may be available from the SAWS’ hydraulic model and may be requested from SAWS’ Master Planning Division. It is ultimately the responsibility of the developer customer to monitor and control existing flows during construction to prevent overflows from occurring. Flow measuring equipment shall be utilized as required. Reference section 11.3.3 below.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)
(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment # 8.)

11.3.2 Determination of Pipe Size
1. All gravity wastewater mains must have a minimum diameter of eight inches.

2. For wastewater mains 15 inches in diameter or smaller, the main must be designed so that the peak wet weather flow will not exceed 90% of the capacity of the pipe flowing full. For wastewater mains 18 inches in diameter or larger, the main must be designed so that the peak wet weather flow will not exceed 95% of the capacity of the pipe flowing full.

3. The maximum design velocity calculated using the peak wet weather flow may not exceed 10 feet per second unless special conditions make no other option available. In such cases, proper consideration must be given to pipe material, abrasive characteristics of the wastewater flows, turbulence and displacement by erosion or shock.

4. Design of wastewater mains must employ the Manning’s Equation with a minimum “n” factor of 0.013 or as required by TCEQ.

5. The Manning Formula is: 
   \[ V = \frac{1.49}{n} \times R_{h}^{0.67} \times \sqrt{s} \]

(This section amended by SAWS Board Resolution #09-024, approved January 6, 2009 entitled Amendment #7.)

11.3.3 Wastewater Main Location and Design
1. No physical connection may be made between a drinking water supply and a wastewater or any appurtenance of the wastewater system. An air gap separation must be provided with a minimum of two inlet pipe diameters between the potable water supply and the overflow level connected to the wastewater.

2. All materials and appurtenances must conform to SAWS’ Specifications for Water and Sanitary Sewer Construction and SAWS’ Material Specifications. PVC wastewater mains must be a minimum SDR 26 (ASTM D3034).

3. Wastewater mains must be laid at a size and depth to facilitate an orderly expansion of SAWS’ wastewater system and to avoid a duplication of mains in the future. SAWS will be the final authority as to sizes and depths required.
4. Wastewater mains should be laid with the top of the pipe at a minimum of three feet below the surface of the ground. Where this minimum cover is not possible or where the wastewater main is located within or crossing the five-year floodplain of a drainage-way, the wastewater main must be encased with 2000 psi concrete with a minimum thickness of six inches.

5. Wastewater mains laid in the right-of-way of streets with curbs and gutters must have a minimum cover of four feet from the top of the pipe to the top of the curb.

6. Wastewater mains laid in the right-of-way of streets with crowned roads and side ditches must have a minimum cover of five feet from the average ground line of the street right-of-way to the top of the pipe.

7. Eight-inch, 10-inch, and 12-inch diameter collection mains may not be deeper than 25 feet from the average ground surface to the pipe invert. SAWS may approve depths greater than 25 feet if justified for site-specific reasons during the preliminary engineering phase of the project design.

8. Wastewater main installation may include modification to the existing infrastructure. If such modification includes main replacement, or the construction of a manhole or structure, by-pass pumping and a by-pass pumping plan will be required. By-pass pumping and the by-pass pumping plan shall conform to SAWS Specifications For Water and Sanitary Sewer Construction. Reference section 13.4.4 regarding the by-pass pumping plan.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)
(This section amended by SAWS Board Resolution #09-024, approved January 6, 2009 entitled Amendment #7.)
(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)

11.3.4 Minimum Wastewater Main Grades
The following table specifies the minimum grades required for SAWS wastewater mains from eight through 27-inch diameters. The minimum grade is based on a minimum full pipe velocity of 2.25 feet per second. The Manning Formula is used with an “n” coefficient of 0.013 regardless of the pipe materials.

<table>
<thead>
<tr>
<th>NOMINAL INTERNAL PIPE DIAMETER (INCHES)</th>
<th>MINIMUM GRADE TO DEVELOP V = 2.25 FPS (PERCENT)</th>
</tr>
</thead>
<tbody>
<tr>
<td>8</td>
<td>.40</td>
</tr>
<tr>
<td>10</td>
<td>.30</td>
</tr>
<tr>
<td>12</td>
<td>.24</td>
</tr>
<tr>
<td>15</td>
<td>.17</td>
</tr>
<tr>
<td>18</td>
<td>.14</td>
</tr>
</tbody>
</table>
For wastewater mains larger than 27 inches in diameter, the consulting engineer of record must determine the appropriate minimum grade utilizing the Manning Formula with “n” = 0.013 and a full pipe velocity of 3.0 feet per second.

11.3.5 Gravity Wastewater Main Alignment
Gravity wastewater mains must be straight in alignment and must have a uniform grade between manholes. Deviations from straight alignment must be justified by complying with TCEQ requirements and approved by SAWS. Deviations from uniform grade without manholes will not be allowed.

11.3.6 Wastewater Main Intersections
Wastewater mains with the same or approximately the same flow-line elevation should intersect each other at a 90-degree angle. However, where a true perpendicular intersection cannot be obtained, and where the entering wastewater main intersects the receiving wastewater main at or about the same flow-line elevation, one or more manholes must be located so that a minimum angle of 80 degrees is achieved at the point of intersection of the wastewater mains. When the entering wastewater main is on the upstream side of the manhole, the minimum angle between the wastewater mains may be reduced to a 45-degree angle provided:

- A distinct flow channel can be maintained within the manhole when the flow-line elevations of the wastewater mains are at or within one pipe diameter of the smaller pipe; or
- The flow-line elevation of the entering main is above the crown of the primary wastewater main and clearance can be provided between the wastewater mains.

11.3.7 Wastewater Main Connections at Manholes
Connections between wastewater mains at the manhole must meet the following requirements:
1. A difference of 0.1 foot from the discharging wastewater main to the receiving wastewater main must be used for head losses through the manholes.
2. When wastewater mains of different sizes intersect, the elevation of the crown of the discharging wastewater main must match the elevation of the crown of the receiving wastewater main unless SAWS approves an exception due to special conditions.
3. A standard drop connection must be used when the difference in elevation between the discharging wastewater main flow-line and the receiving wastewater main flow-line is more than 24 inches.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment # 8.)

11.3.8 Wastewater Lateral Connections at Manholes
When connecting a wastewater lateral to a manhole, the penetration of the manhole wall may not be more than six inches in diameter and must be sealed using a grout approved by SAWS.
When connecting a wastewater lateral to an existing manhole with an invert elevation more than 24 inches lower, the connection must use a drop and must meet the following requirements:
1. The drop must be a minimum of six inches in diameter and must be constructed of SDR 26 PVC pipe (ASTM D 3034).
2. The drop must be located 45 degrees from the upstream side of the receiving wastewater main.
3. SAWS will consider uses of an internal drop on a case-by-case basis. A minimum of 48 inches of clear space must be maintained inside the manhole and the drop must be affixed to the manhole wall using stainless steel bands and anchor bolts.
4. An internal drop must terminate with a 45-degree bend. This bend may not extend below the top-of-pipe elevation of the receiving wastewater main.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)

11.4 LIFT STATIONS AND FORCE MAINS

11.4.1 General Requirements
Lift stations and force mains are discouraged due to their higher risk of causing a sanitary sewer overflow and will be allowed only where gravity wastewater mains are not practical or economically feasible as determined by SAWS. The developer customer must fund the entire cost to design and construct the lift station/force main system and pay applicable Lift Station Maintenance Fees maintenance charges in accordance with the lift station charge schedule, unless this requirement is modified by the Utility Service Agreement. The design of the lift station shall incorporate a wet well sized for the ultimate capacity of the watershed, as directed by SAWS, and the developer must provide on-site easements for the future gravity main alignment to eliminate the proposed lift station. Design of each lift station must adhere to the standard design requirements of SAWS and TCEQ. Public lift stations will only be permitted when serving more than one customer; otherwise lift stations will be privately owned and operated. Lift stations and force mains are not eligible for pro-rata refunds.

11.4.2 Force Main Material
All force mains shall be constructed of High Density Polyethylene pipe (HDPE) in order to reduce the number of force main breaks and the potential health hazards associated with these breaks. The HDPE force mains shall consist of fused joints; no flanged or slip-on joints will be accepted.
11.4.3 Analysis Required
A developer customer who proposes to construct a public lift station and force main system must prepare a present value analysis of comparing the cost of constructing gravity mains compared to with the cost of constructing and operating the lift station/force main system. The analysis must show that the cost of the gravity main option, including off-site easements, is at least three (3) times the cost of the lift station/force main system designed according to SAWS’ Lift Station Guidelines including the applicable Lift Station Maintenance Fee in effect. The estimates used in the analysis must be signed and sealed by a Professional Engineer licensed in the State of Texas and in situations where the cost of the off-site easement is the determining factor for assessing financial feasibility, the estimates for off-site easement costs must be contained in a written report from a Texas state certified appraiser. The analysis must be submitted with the Engineering Report required for USA requests, and again with the construction plan submittal, to ensure the proposed lift station meets SAWS’ requirements. Analyses older than one (1) year at time of submittal must be updated to reflect current estimates and infrastructure.

If a developer customer, despite best efforts, cannot obtain the necessary off-site easement(s) for a cost that preserves the three-to-one ratio set forth above, developer customer shall notify SAWS Corporate Real Estate department in writing, and provide evidence of developer’s attempts to acquire the easements. SAWS Corporate Real Estate shall reasonably promptly upon receipt of such notice acknowledge to developer such receipt. SAWS will, within sixty (60) days following the date of SAWS acknowledgment of receipt of developer’s notice, make a determination as to whether to attempt to obtain the easements, and if affirmative, will attempt to obtain the easement(s) via voluntary means at the developer customer’s expense. If SAWS elects not to attempt to acquire the easement, and developer has provided sufficient evidence of its best efforts to acquire the easements for a cost that preserves the three-to-one ratio set forth above, the lift station/force main will be allowed. If SAWS elects to attempt to acquire the easement but the easement is unobtainable through voluntary negotiations with the land owner, SAWS may, at its discretion, and subject to a determination of public necessity for public use of such easements and further subject to all necessary approvals by the SAWS Board of Trustees and the San Antonio City Council, attempt to acquire the easement through condemnation at the developer customer’s expense, or allow the lift station/force main. In the event of such condemnation, SAWS and the developer customer will enter into a funding agreement in form and substance acceptable to SAWS whereby developer customer agrees to pay for all costs of litigation, including attorneys’ fees, and all awards/judgements arising out of the litigation.
at least three (3) times the cost of the lift station/force main system designed according to SAWS’ Lift Station Guidelines including the applicable Lift Station Maintenance Fee in effect. The estimates used in the analysis must be signed and sealed by a Professional Engineer licensed in the State of Texas and in situations where the cost of the off-site easement is the determining factor for assessing financial feasibility, the estimates for off-site easement costs must be contained in a written report from a Texas state certified appraiser. The analysis must be submitted with the Engineering Report required for USA requests, and again with the construction plan submittal, to ensure the proposed lift station meets SAWS’ requirements. Analyses older than one (1) year at time of submittal must be updated to reflect current estimates and infrastructure. If a developer customer cannot obtain the necessary off-site easement(s), SAWS may attempt during a reasonable period of time to obtain the easement(s) via voluntary means at the developer customer’s expense. If the easement is unobtainable through voluntary negotiations with the land owner, SAWS, at its discretion, may attempt to acquire the easement at the developer’s expense, or allow the lift station/force main. This analysis must show that the lift station installation cost plus 30 years of operational and maintenance expenses would be less than the cost of the gravity mains.

11.4.4 Content of Engineering Report
The developer customer’s engineer must prepare an engineering report, which includes all necessary information to determine the feasibility and operational requirements of the lift station and force main. The report must include the following:

- Construction feasibility and site analysis.
- Present value analysis with detailed cost estimate.
- Flow development under present and future conditions.
- Wet well design and detention times.
- Hydraulics of the pumps and force main.
- Buoyancy calculations.
- Sulfide generation potential.
- Site development.
- Pump and lift station curves.
- Energy calculations.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

11.5 TREATMENT PLANT REQUIREMENTS
SAWS will designate the location to which on-site flows may be transferred. If a treatment plant is required to serve a development, the developer customer must provide, at the developer customer’s cost, all engineering design, permitting and construction of the treatment plant, an all-weather access road, a power supply, a telemetry system, a storage reservoir to be used in conjunction with the treatment plant and all other costs associated with a working wastewater treatment plant, all built to standards approved by SAWS. The developer customer must reimburse SAWS for all costs associated with any additional treatment if SAWS is required to provide more than secondary treatment and for all costs associated with any main extensions if SAWS is required to pipe the effluent beyond the discharge point of the treatment plant.
12  SINGLE CUSTOMER WATER AND WASTEWATER MAIN EXTENSIONS CONSTRUCTED BY SAWS

12.1  APPLICATION
An applicant for a single customer water or wastewater main extension must meet the following requirements and pay the applicable fees, charges and deposits.

- Provide a plat or Certificate of Determination of the platted property to be served.
- Provide a dedicated right-of-way or easement in which the main will be located.
- Provide the location of the service and the water and wastewater requirements to determine the size of the service line, meter and wastewater lateral.
- Provide such other information, as SAWS reasonably requires.

12.2  EXTENSION CHARGES
The applicant for a single customer water or wastewater main extension that is to be constructed by SAWS must execute an agreement with SAWS for the main extension and must pay the extension charges plus the applicable impact fees. The extension charge will include all costs of the extension installation exclusive of oversizing and fire hydrants. The main extension charge will be assessed according to the charge schedules.

12.3  PRO-RATA COLLECTION AND REFUND OF MAIN EXTENSION CHARGES
A single customer who contracts with SAWS for a main extension is eligible to receive semi-annual refunds for ten years from the date of the contract for the main extension. If SAWS approves the concept of providing pro-rata reimbursement for the main then documentation of the pro-rata main must be submitted to SAWS Development Engineering – Credit Dept as described in section 13.11 of these regulations. These pro-rata refunds will be paid from the proceeds of the pro-rata charges collected from other customers who connect to the main extension as their sole source of service, according to the charge schedule in effect at the time of the original agreement. The total refund may not exceed the total amount of the customer’s extension charge.

SAWS collects pro-rata charges as a courtesy to the single customer and receives no financial benefit. SAWS shall not be held liable for errors or omissions in the collection and payment of pro-rata fees.

(This section amended by SAWS Board Resolution #09-024, approved January 6, 2009 entitled Amendment #7.)
12.4 HARDSHIP EXTENSION PROGRAM

12.4.1 Program Outline
The Hardship Extension Program assists single customers with the costs for SAWS’ extension of water and wastewater services to their residences. This program applies only to single-family residential lots within SAWS’ water and wastewater certificated service areas where the customer lives or will live on the property upon the connection of water or wastewater service. The petitioner must own the property to be served and all property taxes must be paid up to date or verifiable arrangements made to pay back taxes. SAWS' assistance under this program is in the form of an installment payment agreement. Unpaid costs of the main extension and service connection (including impact fees, pro-rata charges, and the extension charges), with interest equal to SAWS' the cost incurred by SAWS, may be paid monthly over a period not to exceed five-years. A lien in favor of SAWS will be placed on the property until the balance is paid in full. Refunds from the proceeds of the pro-rata charges collected from other customers who connect to the main extension will be credited to the assisted customer’s monthly payment. A customer account charge, if required, and a lien recording fee may not be financed through this program.

12.4.2 Procedures
An applicant for assistance under the hardship extension program must submit a letter to SAWS documenting the nature of the applicant's hardship. SAWS staff will determine the costs of the service extension and develop a proposed monthly payment plan. Applications will be approved administratively if the cost to the single customer is less than the dollar amount for which Board approval is required.

12.5 LOCAL BENEFIT EXTENSION PROGRAM

12.5.1 Program Outline
The Local Benefit Extension Program is a mechanism for subdivisions with existing residences without an organized water or wastewater system to receive these services from SAWS. This program applies only to subdivisions within the SAWS water and wastewater certificated service areas. Once a subdivision is designated as a Local Benefit Extension Area, individual customers within the subdivision may receive service by paying the local benefit reimbursement fee plus all other applicable impact fees and charges, and by following the procedures shown below.

12.5.2 Procedure for Designation
In order to be designated as a Local Benefit Extension Area, the subdivision must meet the following requirements:

- The subdivision must be located within the SAWS water or wastewater certificated service area;
- SAWS has received a written request from one or more property owners requesting service from SAWS;
- SAWS has evaluated the request to determine requirements and costs associated with providing service;
- SAWS has determined that service is feasible, that the property owners have expressed sufficient interest in receiving service, and that adequate funding is available;
• The area has been designated by the San Antonio Water System Board of Trustees as a Local Benefit Extension Area.

12.5.3 Calculation of Local Benefit Reimbursement Fee

The local benefit reimbursement fee is determined by:
• Calculating the total costs to extend water or wastewater service to the local benefit extension area;
• Determining the number of individual lots to be served in the local benefit extension area;
• Dividing the total costs by the total number of lots. This calculation determines the local benefit reimbursement fee.

Recalculated local benefit reimbursement fee
• If the local benefit extension fee has not been verified within the previous six month period, prior to the date of acceptance of a local benefit reimbursement fee, the fee must be recalculated and the recalculated fee will become the updated local benefit reimbursement fee.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)

12.5.4 Requirements to Receive Service

To receive water or wastewater service in a Local Benefit Extension Area, a property owner must:
• Pay the local benefit reimbursement fee approved by the SAWS Board of Trustees;
• Pay all other applicable impact fees and charges;
• Construct all facilities on the owner’s property required to receive service. All facilities must be constructed in accordance with SAWS criteria and regulations.

12.5.5 Timing of Construction for Local Benefit Extension Area Mains

Prior to the start of construction of a local benefit extension area mains, SAWS must receive the local benefit reimbursement fee from the owners of at least 50 percent of the lots within the particular local benefit extension area. Local benefit reimbursement fees paid by the individual lot owners will be held in separate accounts until 50 percent of the total reimbursement fees have been paid. If SAWS does not receive local benefit reimbursement fees for 50 percent of the lots, the funds will be refunded to the property owners that originally paid the fees. SAWS will schedule construction of the local benefit extension mains as soon as feasible after receipt of 50 percent of the local benefit reimbursement fees for a particular Local Benefit Extension Area. SAWS must receive all required impact fees prior to water or wastewater service being provided to a particular lot.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)
13 DEVELOPER EXTENSIONS OF WATER AND WASTEWATER FACILITIES

13.1 APPLICATION AND COMPLIANCE REQUIRED
A developer customer must apply for service according to these regulations before SAWS will extend its local and/or general benefit facilities to serve new development. SAWS is not obligated to permit the connection of any main to an existing main or to provide service or to reimburse any oversizing cost until a developer customer complies fully with these regulations.

13.2 DEVELOPER’S OBLIGATIONS
A developer customer’s engineer must prepare detailed plans and cost estimates for water and wastewater systems according to SAWS’ design standards. The developer customer’s engineer must be registered as a professional engineer in the State of Texas. SAWS must approve the plans and cost estimates before it will issue a water or wastewater connection or adjustment permit, a general construction permit or a trilateral contract. The developer is responsible for preparing the contract documents if the project is to be constructed under a trilateral contract. The developer customer must furnish all necessary labor, materials, and equipment for construction of the local benefit facilities according to the plans approved by SAWS.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

13.3 WATER FACILITY DRAWINGS REQUIRED
Before a water system may be constructed and a permit issued, all construction drawings must be reviewed and approved by SAWS. These drawings must meet the following requirements:
1. Plans must be drawn on 24-inch by 36-inch drawing paper.
2. All subdivision water plans must include a cover sheet with location map, SAWS job number, identification block, applicable general construction notes, an overall water layout sheet, and detail sheets if applicable.
3. After construction, a set of project record drawings (along with electronic backup), in accordance with SAWS current requirements, sealed by the consultant engineer, must be submitted prior to acceptance by SAWS.
4. The plan scale must be 1 inch = 50 feet.
5. The plan must show all existing and proposed street rights-of-way, lot lines, easements, utilities, and property lines. Recorded easements must be referenced with volume and page numbers. All data must be referenced with applicable names or numbers.
6. Each plan sheet must have an identification block, north arrow and scale callout.
7. All water mains must be properly identified as to size, material, class, and other pertinent data, and all appurtenances must be described and enclosed in a rectangular box.
8. The plan must show all existing and proposed utility crossings of the proposed water lines.
9. The plan must dimension each water main off a right-of-way or property line and show all lengths from fitting to fitting/appurtenance.
10. The plan must show all bores, street cuts, and sidewalk cuts.
11. Details or cross-sections, such as culvert crossings, must be shown on the same sheet if practical or referenced to the applicable sheet.
12. Plans must indicate a match-line from one sheet to the next, showing stationing and sheet number.
13. Plans must show all water service lines and describe them as to size, whether dual or single meters, domestic or irrigation use, and other pertinent information.
14. Plans must describe chlorination requirements and tie-ins. Normally, SAWS will machine chlorinate new water mains longer than 750 feet and the contractor will chlorinate by HTH mains of 750 feet or less.
15. Plans must have the engineer’s seal and dated signature, the date of the plans, and dated revision notes on each plan sheet.
16. Survey and coordinate system shall be in NAD 83 Texas South Central FIPS Zone: 4204 Feet.
17. Protection requirements for water line and wastewater line crossings shall be in accordance with the most recent TCEQ requirements.
18. Plan and profile are required for 20-inch and larger mains.
19. Plans must show locations of all pressure reducing valves (where applicable).
20. Plans must show contour lines with a maximum interval of 10 feet.
21. Plans for residential developments shall include the following note: "The public water system can sustain a fire flow of ____ gallons per minute, at peak hour demand and with a 25 psi static pressure residual, to serve the lots shown on this plat."

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

13.4 WASTEWATER FACILITY DRAWINGS REQUIRED

Before a wastewater main may be constructed and a permit issued, all construction drawings must be reviewed and approved by SAWS. These drawings must meet the following requirements.

13.4.1 General Requirements
1. Plans must be drawn on (24 inch by 36 inch) paper.
2. All subdivision wastewater system plans must include an overall wastewater system layout sheet with the applicable construction notes, plan and profile sheets, and detail sheets. Each sheet must have an identification block with all pertinent information.
3. Wastewater mains must be identified by number, letter, or other identification as shown on the wastewater system layout sheet and manholes must be identified by letter or number.
4. The plans must show all other underground and surface utilities and facilities at crossings, the size and grade of the proposed main, the elevations of the proposed main to hundredths of a foot at manholes, changes of grade and dead ends, the five-year and 100-year flood elevations within the project area, major landscaping and structures affecting construction, and proposed finished grade over the wastewater main. Where fill or cut is proposed, the proposed new ground line must be shown as a separate line from the actual ground line.
5. General Construction Notes as may be required and updated by TCEQ and SAWS must be displayed on a separate sheet or on the layout sheet.
6. Plans must have the engineer’s seal and dated signature, the date of the plans, and dated revision notes on each plan sheet.
13.4.2 Layout Plans for Wastewater Systems
1. Wastewater system layout plans for residential subdivisions must use a scale of 100 feet or less per inch, except that a scale of 200 feet per inch may be used on larger projects.
2. All wastewater system layout plans must show the following information on the layout sheet(s):
   - Topographic information, benchmarks, special construction notes, north arrow, scale, and location map;
   - Wastewater main alignments, accurately reflecting the relative location of the wastewater main as shown on the detailed plan view;
   - Wastewater main sizes, shown at points of size changes;
   - Manhole locations;
   - The size and direction of flow for existing and proposed wastewater mains;
   - All easements containing or buffering wastewater mains, shown and labeled both as to width and type; and
   - Wastewater laterals that cross street pavement or serve adjacent property.
3. The number and size of the lots depicted on both the overall wastewater layout sheet and the individual plan-and-profile sheets must match the number and size of the lots depicted on the final plat after recordation.

13.4.3 Plan-and-Profile Views of Wastewater Systems
1. Detailed plan views of proposed wastewater systems must show, at a minimum, the following information for the project area:
   - A north arrow on each sheet;
   - Street names, right-of-way widths, lot numbers, and block numbers;
   - Stationing at each manhole and at every 100 feet;
   - Existing utilities on the site;
   - Any significant landscaping or other structures that might impact construction-related activities;
   - The width and type of existing and proposed easements, with volume and page numbers of recorded easements;
   - Proposed wastewater laterals, with length and stationing;
   - The limits of bores or tunnels;
   - Size and location of mains with respect to the easements or rights-of-way;
   - The limits of the 5-year and 100-year floodplain, if applicable.
2. Profile views of proposed wastewater systems must be drawn from left to right, low point to high point. These views must show, at a minimum, the following information for the project area:
   - Underground and surface utilities or facilities that will cross the proposed wastewater main, showing known elevations of all existing utilities;
   - The proposed wastewater main’s diameter, length, grade, and type of pipe;
   - The flow-line elevation of wastewater mains at each manhole and every 50 foot station;
   - The rim elevation of existing and proposed manholes;
   - The flow-line elevation at each sheet break from one sheet to another;
• The existing ground line at the centerline of the proposed wastewater main where the wastewater main is to be placed within an existing easement;
• The finished grade for existing and proposed pavement, showing the proposed new ground line as a separate line from the existing ground line where cut and fill are proposed;
• The limits of bores or tunnels;
• The locations and callouts of pressure pipe that is to be installed for water line crossings;
• The locations of special backfill and proposed stacks, identified by stations indicated on the design plans; and
• The location and description of casings, encasements, and concrete retards, if applicable.

3. Acceptable horizontal scales for the detailed plan-and-profile views are 10 feet, 20 feet, 40 feet, and not more than 50 feet maximum per inch.

4. Acceptable vertical scales for detailed profile views are two feet, four feet, and not more than five feet maximum per inch unless otherwise approved by SAWS.

13.4.4 By-Pass Pumping Plan
In the event by-pass pumping is required, the contractor shall provide to SAWS for approval a bypass pumping plan in accordance with SAWS Standard Specifications for Construction Item No. 864, Bypass Pumping. Determination of flows for by-pass pumping is the responsibility of the developer customer. If available, SAWS Master Planning Division may provide modeled flowrates upon request, however the use of this information is at the sole risk of the user, to include but not limited to the following:

1. Maximum flows required for by-pass pumping. If available, this information can be requested from SAWS Master Planning Division. Determination of flows for by-pass pumping is the responsibility of the developer customer.

2. A written sequence clearly defining all steps required for by-pass pumping. The sequence should end with the completion of by-pass pumping operations and the return of flows to the new and/or existing sewer when directed by a SAWS inspector.

3. A list of materials and equipment required for bypass pumping such as bulkheads, pumps, and piping.

4. A detailed drawing showing the location of the by-pass pumping equipment with respect to the existing line segment(s) and structures to be by-pass pumped.

The contractor shall be responsible for all necessary cleanup or reporting efforts due to failure of equipment, or activities associated with the by-pass pumping operations contributing to either a surcharge or SSO. Any effort by SAWS or other third parties to mitigate damages resulting from any surcharging or SSOs shall be the direct and sole responsibility of the Contractor. This includes any related fines, penalties, or damages.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment # 8.)
13.5 EASEMENT REQUIREMENTS

13.5.1 Quality Assurance
Recordable plats and metes-and-bounds descriptions of easements must be prepared under the direction of a professional surveyor. The surveyor must seal, sign and date all documents prepared under his supervision.

13.5.2 Plat Requirements
SAWS must review and approve all easements to be recorded on a subdivision plat with the original engineering drawings. Where easements are to be dedicated outside the plat boundary or on property under different ownership, the following procedure must be followed:

1. Submittal to SAWS the metes and bounds descriptions, survey plats, computer closure reports, title report, and documents showing ownership of property.
2. Preparation of easement documents by SAWS.
3. Execution of easement documents by the owners and SAWS.
4. Recordation of easement and delivery of executed easement document to SAWS.
5. For easements not located adjacent and parallel to a public ROW, the access easement note must be added to the plat. The access easement note reads:

“The San Antonio Water System Board of Trustees (“SAWS”) is granted a nonexclusive right of ingress and egress over the property platted herein to access to public water/recycled water/wastewater improvements to construct, reconstruct, realign, patrol, add, repair, inspect, operate, maintain, improve, remove, and/or replace public water/recycled water and/or sewer facilities. SAWS shall use reasonable efforts to utilize any existing drives located on the property to access the public water/recycled water/wastewater facilities.”

For easements titled "Variable Width Utility Easement" the easement must specify which utilities are covered within the easement. For example, "Variable Width Easement (Water, Sewer, Gas, Electric…)

All off-site easements necessary to serve a proposed development must be shown on the face of the plat, or an acceptable tie must be established between the plat and the easements.

Easements required for construction of a proposed project which are not on a plat must be approved and accepted recorded prior to issuance of a permit for the proposed construction. All easements must be recorded before SAWS accepts the facility.

Unless otherwise noted, all recorded easements by metes and bounds must be labeled “wastewater, water and recycled water easement.”
13.5.3  Easement Location and Design Requirements

13.5.3.1  Water Mains
When water mains are located outside a street right-of-way or overlapping public utility easement, they must be centered within easements dedicated and restricted for water facilities only.

For water mains located outside of the street right-of-way, the easement must have a minimum width of 10 feet and it should be contiguous to the street right-of-way or contiguous to a public utility easement. Where the easement cannot be located contiguous to the street right-of-way or a public utility easement, it must have a minimum width of 16 feet. In new residential developments only, water easements along side lot lines must be a minimum of 10 feet in width and located on one lot. Water easements may not be located along rear lot lines unless 24-hour paved access is provided.

For water mains located less than five feet within right-of-way lines, a five-foot water easement must be located adjacent to the right-of-way line.

The centerline of any water main may be no closer than 12 feet to a commercial building, foundation or building slab.

13.5.3.2  Water Meters
Two-inch and smaller meters must be set within public rights-of-way if possible. Otherwise, they must be set in minimum five-foot by five-foot water meter easements.

Three-inch and larger meters may be set in minimum 10-foot by 12-foot exclusive water meter easements. Meters must be located one foot inside the property line or one foot outside of the easement inside the property line.

Water meter easements must be located contiguous with public rights-of-way unless approved by SAWS. An access easement a minimum of 15 feet wide is required when the meter is not contiguous with a public right-of-way.

13.5.3.3  Wastewater Mains
Easements for wastewater mains 10 inches or less in diameter must have a minimum width of 12 feet or equal to the maximum depth of the proposed wastewater, whichever is greater, up to a maximum of 24 feet.

Easements for wastewater mains 12 inches through 24 inches in diameter must have a minimum width of 16 feet or the maximum depth of the proposed wastewater main, whichever is greater, up to a maximum of 24 feet.

SAWS will determine the required width of easements for wastewater mains 27 inches or more in diameter on a case-by-case basis.

Wastewater mains that cannot be located in the center of an easement must be located a minimum distance of half the depth of the sewer main from the nearest side of the easement.
Sewer easements must be extended if necessary and must be fully connected at both ends to existing or proposed street rights-of-way, wastewater treatment plant sites, wastewater pump station sites, and public utility easements of adequate size for maintenance access.

Force mains of all sizes that are not adjacent to a public right-of-way must be located in an easement with a minimum width of 12 feet for a single line. Force mains adjacent to public rights-of-way must be located in an easement with a minimum width of 10 feet, unless SAWS determines that greater width is required because of the location and depth of the force main.

13.6 PERMIT OR TRILATERAL CONTRACT REQUIRED
Prior to any construction, SAWS must issue a general construction permit or trilateral contract to the developer customer, or a connection or adjustment permit to a developer customer’s contractor. A general construction permit, connection or adjustment permit or trilateral contract becomes void if construction does not begin within 12 months from the date the permit is issued or the trilateral contract approved. Thereafter the developer customer must submit a new set of plans to acquire a new permit or contract. SAWS must review the plans again before issuing a new permit or permit. When a general construction permit, connection or adjustment permit or trilateral contract begins construction prior to expiration, it must receive Field Acceptance from the SAWS Inspector within 18 months from the date the permit is issued or trilateral contract approved, unless approved by SAWS due to extenuating circumstances, or it will be required to meet all current SAWS requirements and specifications at the Developer or Contractor’s cost, in order to obtain field acceptance from SAWS.

13.7 DISINFECTING OF NEW WATER MAINS REQUIRED
All newly constructed water mains must be disinfected in accordance with the ANSI/AWWA C651-92 Standard. SAWS will machine-chlorinate all newly constructed potable water mains 750 feet or more in length using the continuous feed method and will collect samples for bacteriological testing in accordance with the American Water Works Association’s standard. Developer customers may opt to disinfect water mains less than 750 feet long using an approved AWWA method. However, SAWS’ chlorination crew and laboratory will perform the sampling and bacteriological analysis. All new water mains must produce a negative bacteriological sample before being connected to a SAWS water main and placed into service for potable water use.

13.8 INSPECTIONS AND ACCEPTANCE OF FACILITIES
The developer customer must notify SAWS at least three working days prior to initiating construction. Construction and testing observation is the responsibility of the developer customer’s engineer. Once the work is completed, the developer customer’s engineer must certify that the work complies with SAWS-approved plans, SAWS specifications and cost estimates and applicable regulations. SAWS will accept ownership of the developer customer’s facilities after receiving and approving the final project completion documentation, including the water/wastewater acceptance certificate, copies of all testing reports, the final project record drawings, O & M manuals, and warranties and affidavits. The developer customer must submit all of the project completion documentation within 45 days after the completion of construction. Failure to submit complete documentation for one project will result in denial of approvals for future projects or meters until all earlier documentation is complete.
13.9 COMPLETE PROJECT RECORD DRAWINGS REQUIRED
The developer customer must furnish SAWS one set of project record drawings in both reproducible and CADD file digital form, according to current SAWS mapping standards, certified correct by the customer’s engineer, within 45 days after completion of construction. The project record drawings must be in accordance with SAWS standards and must completely detail main installations, service lines and wastewater laterals, and all related appurtenances.

13.10 PROJECT RECORD DRAWINGS FOR PHASED CONSTRUCTION
If construction of the facilities is to be accomplished in phases, SAWS will receive project record drawings covering each phase of the project as that phase is completed. The documentation for subsequent phases of a project will not be accepted until the project record drawings for the preceding phases have been completed and accepted by SAWS.

13.11 PRO-RATA COLLECTION AND REFUND OF MAIN EXTENSION CHARGES
A customer who designs and constructs an off-site water or wastewater main entirely at customer expense may be eligible to receive semi-annual refunds for ten years from date of SAWS acceptance of the main under the following conditions:

The main must provide capacity greater than that required by the customer’s tract.

The sizing and alignment of the main and its identification as a pro-rata main must be reviewed and approved by SAWS prior to its construction.

These pro-rata refunds will be paid from the proceeds of the pro-rata charges collected from other customers who connect to the main extension as their sole source of service, according to the charge schedule in effect at the time of the original agreement. The total refund may not exceed the total amount of the customer’s expense after subtracting the cost of the portion of capacity required to serve the customer’s tract.

The customer is required to notify SAWS (Development Engineering – Credit Dept) in writing of customer’s request to receive pro-rata refunds. The written request must include a Pro-Rata Request Form “A”, map exhibit and/or plans clearly showing location and length of the main, and documentation of the actual cost of construction of the eligible main (after the main is accepted by SAWS and the final construction costs are known).

Pro-rata charges are due prior to execution of a Utility Service Agreement for customers requiring a Utility Service Agreement, and prior to permit issuance for all other customers. SAWS collects pro-rata charges as a courtesy to the developer customer and receives no financial benefit. SAWS shall not be held liable for errors or omissions in the collection and payment of pro-rata fees.
14 OVERSIZING OF WATER AND WASTEWATER FACILITIES

14.1 OVERSIZE FACILITY REQUIREMENTS
A developer customer must pay for all mains and other facilities needed to serve a proposed development. SAWS may require the installation of oversized water mains and wastewater mains and related facilities. SAWS requirements for oversizing will be included in the Utility Service Agreement. SAWS will execute a trilateral contract with the developer customer and a contractor for the construction of the oversize project facilities. Oversize projects must be competitively bid by SAWS. SAWS will determine whether to provide such reimbursement in the form of a cash reimbursement or in credit to be applied to impact fees. All trilateral contracts will be paid jointly on a monthly basis.

The developer customer must provide SAWS a SAWS approved performance guarantee for the developer customer’s share of the oversize cost based on the lowest responsible bidder’s bid proposal prior to signing the trilateral contract. Should the developer customer’s delay in providing the required performance guarantee result in any delay of project or price escalation charges, the developer customer will be responsible for 100% of these costs. Should the developer customer default on payment of the developer customer’s share of the oversize cost, SAWS may at its discretion implement any or all of the following: deny the developer customer impact fee credits for their share of the oversize if applicable, deny the use or transfer of existing impact fee credits by the developer customer, deny the issuance of new services to the developer customer, deny the issuance of new connections or services to the oversized infrastructure and/or exercise the performance guarantee.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment # 8.)

14.2 OVERSIZE WATER SYSTEM REIMBURSEMENT

14.2.1 Oversize Water Mains
SAWS’ reimbursement to the developer customer for oversize water main construction costs will be calculated based on the incremental cost of the oversize construction. The developer customer’s cost sharing will be the greater of either (a) $60.00 per linear foot or (b) the developer customer’s prorated share of the cost of the oversize main, excluding costs related to service connections. The developer customer’s pro-rated share will be based on the ratio of the pipe area using the nominal diameter of the required standard size main to the pipe area using the nominal diameter of the oversized main installed.

Example 1:
<table>
<thead>
<tr>
<th>Required Standard Size Main: 8-inch</th>
<th>Area : 50.27 in.²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oversize Main Constructed: 16-inch</td>
<td>Area : 201.06 in.²</td>
</tr>
<tr>
<td>Total Cost of Main Constructed</td>
<td>$158,400</td>
</tr>
<tr>
<td>Length of Main Constructed</td>
<td>1,980 ft</td>
</tr>
<tr>
<td>Cost per Linear Foot</td>
<td>$80.00</td>
</tr>
<tr>
<td>Minimum Charge Per Linear Foot</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

Pro-rated Developer Customer Share of Main Cost:
\[
\frac{50.27 \text{ in.}^2}{201.06 \text{ in.}^2} = 0.25 \\
0.25 \times $80.00 = $20.00 \text{ per linear foot}
\]
Developer customer pays $60.00 per linear foot.

Example 2:

<table>
<thead>
<tr>
<th>Required Standard Size Main: 24-inch</th>
<th>Area : 452.39 in.²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oversized Main Constructed: 30-inch</td>
<td>Area : 706.85 in.²</td>
</tr>
<tr>
<td>Total Cost of Main Constructed</td>
<td>$301,950</td>
</tr>
<tr>
<td>Length of Main Constructed</td>
<td>2,013 ft</td>
</tr>
<tr>
<td>Cost per Linear Foot</td>
<td>$150.00</td>
</tr>
<tr>
<td>Minimum Charge Per Linear Foot</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

Pro-rated Developer Customer Share of Main Cost:
\[
\frac{452.39 \text{ in.}^2}{706.85 \text{ in.}^2} = 0.64 \\
0.64 \times $150.00 = $96.00 \text{ per linear foot}
\]
Developer customer pays $96.00 per linear foot.

If construction of a parallel main is required to conform to these regulations, the oversize area of the main will be the sum of the areas of the parallel mains. The total costs of the mains constructed will include the cost of the parallel mains.

14.2.2 Other Oversize Water System Facilities

Water system facilities that may require oversizing include ground and elevated storage tanks, permanent booster stations, high service pumps, and associated production equipment. SAWS will reimburse the developer customer for the differential in the cost of the oversize installation that is the result of the required oversizing. This differential will be calculated by dividing the total cost of the oversize facility between the customer and SAWS in proportion to the capacity required by the customer and the oversize capacity required by SAWS. SAWS will determine reimbursable oversizing costs on a case-by-case basis.
14.3 OVERSIZE WASTEWATER SYSTEM REIMBURSEMENT

14.3.1 Oversize Wastewater Mains
The reimbursement to a developer customer for oversize wastewater main construction will be calculated based upon the incremental cost of the oversize construction. The developer customer’s cost sharing will be the greater of either (a) $640.00 per linear foot or (b) the developer’s pro-rated share of the cost of the oversize main, excluding costs related to service connections. That pro-rated share will be based upon the ratio of the pipe area using nominal diameter of the required standard size main to the pipe area using the nominal diameter of the oversize main installed.

Example 1:

<table>
<thead>
<tr>
<th>Oversized Main Constructed: 15-inch</th>
<th>Area : 176.71 in.$^2$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Cost of Main Constructed</td>
<td>$200,000</td>
</tr>
<tr>
<td>Length of Main Constructed</td>
<td>2,000 ft</td>
</tr>
<tr>
<td>Cost per Linear Foot</td>
<td>$100.00</td>
</tr>
<tr>
<td>Minimum Charge Per Linear Foot</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

Pro-rated Developer Customer Share of Main Cost:

\[
\frac{50.27 \text{ in.}^2}{176.71 \text{ in.}^2} = 0.28
\]

\[
0.28 \times $100.00 = $28.00 \text{ per linear foot}
\]

Developer customer pays $60.00 per linear foot.

Example 2:

<table>
<thead>
<tr>
<th>Required Standard Size Main: 15-inch</th>
<th>Area : 176.71 in.$^2$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oversized Main Constructed: 24-inch</td>
<td>Area : 452.39 in.$^2$</td>
</tr>
<tr>
<td>Total Cost of Main Constructed</td>
<td>$400,000</td>
</tr>
<tr>
<td>Length of Main Constructed</td>
<td>2,000 ft</td>
</tr>
<tr>
<td>Cost per Linear Foot</td>
<td>$200.00</td>
</tr>
<tr>
<td>Minimum Charge Per Linear Foot</td>
<td>$60.00</td>
</tr>
</tbody>
</table>

Pro-rated Developer Customer Share of Main Cost:

\[
\frac{176.71 \text{ in.}^2}{452.39 \text{ in.}^2} = 0.39
\]

\[
0.39 \times $200.00 = $78.00 \text{ per linear foot}
\]

Developer customer pays $78.00 per linear foot.

14.3.2 Lift Station/Force Main Systems
The oversize reimbursement to a developer customer for lift stations and force main systems will be calculated based upon the incremental cost of the oversize construction. The cost of the oversize construction will be determined by sharing the cost of the oversize facility, based upon the proportionate share of the flow capacity required by the developer customer and the oversize capacity required by SAWS. An example calculation follows.
Example 1

<table>
<thead>
<tr>
<th>Specification</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Flow Requirement</td>
<td>500 EDU’s</td>
</tr>
<tr>
<td>SAWS Oversize Requirement</td>
<td>2,000 EDU’s</td>
</tr>
<tr>
<td>Firm Capacity of Lift Station</td>
<td>2,500 EDU’s</td>
</tr>
<tr>
<td>Constructed Cost of Lift Station/Force Main System</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

Pro-rated Developer Customer Share of Project Cost:

\[
\frac{500 \text{ EDU}}{2,500 \text{ EDU}} = 0.2 \\
0.2 \times 1,000,000 = 200,000
\]

Developer customer pays $200,000.

14.4 LIMITATION OF ENGINEERING FEE REIMBURSEMENTS

The developer customer’s reimbursement for engineering design fees is limited to 10 percent of SAWS’ proportionate share of the oversize construction costs. Design fees include but not limited to all costs associated with design, construction inspection or observation, surveying and environmental review.

14.5 SAWS-SUPPLIED PIPE IN LIEU OF REIMBURSEMENTS

If the developer customer agrees, SAWS may elect to participate in the oversize project by providing the oversize pipe instead of financial reimbursement. In such cases, SAWS’ obligation will be limited to the supply and delivery of the required oversize pipe. The developer customer will then be responsible for all remaining project costs, including fixed construction costs, labor, mobilization, engineering costs, and materials such as valves and fittings. No trilateral agreement or public bid is required when SAWS supplies pipe in lieu of reimbursement. Impact fee credits cannot be earned when there is no public bid or trilateral agreement. However, impact fee credits may be earned for the applicable installation costs when the project is publicly bid.

14.6 DEVELOPER OVERSIZING OF EXISTING SAWS MAINS

SAWS existing infrastructure was designed in accordance with the regulations and customer requirements in effect at the time of installation. If a developer customer requires larger infrastructure to accommodate current design requirements, such as developer customer specific fire flow, the developer may oversize the existing SAWS main as warranted. If SAWS staff determine that the oversize main will provide a general benefit to other SAWS customers, SAWS will pay the incremental share of the oversize costs based on the diameter of the existing main.

The developer customer’s cost sharing will be the greater of either (a) $4060.00 per linear foot or (b) the developer customer’s prorated share of the cost of the oversize main, excluding costs related to the developer’s service connections. The developer customer’s pro-rated share will be based on the ratio of the pipe area using the nominal diameter of the developer customer’s required standard size main to the pipe area using the nominal diameter of the existing main.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment # 8.)
14.7 LIMITATION OF OFF-SITE EASEMENT ACQUISITION REIMBURSEMENTS

The developer customer’s reimbursement for the acquisition of off-site easements for oversize projects is limited to 5 percent of SAWS’ proportionate share of the oversize construction costs. Easement costs include but not limited to all costs associated with the off-site easement acquisition including property appraisals, payments to property owners, title commitments, and condemnation. On-site easements are not eligible for reimbursement.
15 IMPACT FEES

15.1 IMPACT FEE FUND ACCOUNTING

15.1.1 Funds Created Within the Renewal and Replacement Fund
SAWS will maintain separate fund accounts for water and wastewater impact fees within the Renewal and Replacement Fund established under Ordinance No. 75686.

15.1.2 Service Recovery Account
The Service Recovery Account is a separate account within the Renewal and Replacement Fund designated for funds collected through SAWS wastewater impact fees. All funds accruing to SAWS from collection impact fees, treatment impact fees and local benefit wastewater impact fees are credited to separate sub-accounts within the Service Recovery Account.

15.1.3 Developer Customer Fund
The Developer Customer Fund is a separate account within the Renewal and Replacement Fund designated for funds collected through SAWS water impact fees. All funds accruing to SAWS from flow impact fees, local benefit water impact fees, system development impact fees and water supply impact fees are credited to separate sub-accounts within the Developer Customer Fund.

15.1.4 Interest on Funds
All impact fees will be deposited in interest-bearing accounts. The interest earned is a fund of the account and is subject to all use restrictions placed on the balance as set out herein.

15.2 WATER IMPACT FEE FUND RESTRICTIONS

15.2.1 Flow Impact Fees
Flow impact fees may be used only to fund or recoup the cost of water distribution mains and related facilities installed or expanded to serve new development.

15.2.2 System Development Impact Fees
System development impact fees may be used only to fund or recoup the cost of transmission mains and production and storage facilities installed or expanded to serve new development.

15.2.3 Water Supply Impact Fees
Water supply impact fees may only be used to fund or recoup SAWS’ cost of new water supply projects developed or expanded to serve new development.

15.2.4 Local Benefit Impact Fees
Local benefit impact fees may be used only to fund or recoup the cost of local benefit and related facilities installed to serve new customers within a developed area previously without service that is designated by City Council as a Local Benefit Impact Fee Area.
15.3  WASTEWATER IMPACT FEE FUND RESTRICTIONS

15.3.1  Collection Impact Fees
Collection impact fees may be used only to fund or recoup the cost of wastewater collection and outfall mains, permanent lift stations, force mains and related facilities installed or expanded to serve new development.

15.3.2  Treatment Impact Fees
Treatment impact fees may be used only to fund or recoup the cost of wastewater treatment facilities installed or expanded to serve new development.

15.3.3  Local Benefit Impact Fees
Local benefit impact fees may be used only to fund or recoup the cost of local benefit wastewater mains and related facilities installed to serve new customers within a developed area previously without service that is designated by City Council as a Local Benefit Impact Fee Area.

15.4  ASSESSMENT AND PAYMENT OF IMPACT FEES

15.4.1  Additional Requirement
Impact fees are additional and supplemental to and in substitution of any other requirements imposed by SAWS or the City on the development of land or provisions of water or wastewater service. Impact fees will be assessed either on the day of plat recordation or application for meter connection in accordance with Chapter 395 of the Local Government Code.

15.4.2  Paid by New Development
Impact fees shall be paid by new development as new development is defined in Chapter 2 of these Regulations and Section 395.001 of the Local Government Code or its successor statute.

15.4.3  Must be paid prior to Service Connection
Impact fees as assessed must be paid prior to service connection. Under rare circumstances a customer, either single or developer, may desire service without payment in full of impact fees. That customer must pay a portion of the impact fees due and execute a development agreement with SAWS detailing when impact fees will be paid as well as the reason(s) for seeking an exception to the requirement that impact fees be paid in advance. Such development agreement shall include interest payable to SAWS which shall not exceed the maximum allowed by law.

15.4.4  Where land is not being platted or was platted prior to new development:
For land on which new development occurs or is proposed to occur without plating, impact fees will be assessed at the time of application for meter connection or application for wastewater service. Impact fees shall be paid at the time of connection to the water or wastewater system.

Development occurring on land previously platted in accordance with Chapter 212 of the Local Government Code on which impact fees have not been assessed and paid shall be new development to the extent permitted by, Chapter 395 of the Local Government Code.
15.4.5 Where land is being platted:
For land which is being platted in accordance with Chapter 212 or 232 of the Local Government Code, impact fees shall be assessed at the time of plat recordation or the latest time allowed under law and collected as follows:

15.4.5.1 Election to be Made at Plat Application
At the time a developer customer submits a plat application to SAWS, the customer must state in writing on the plat application whether the customer elects to pay impact fees either (i) before the plat is recorded, or (ii) at the time the water meter is set or the wastewater service is connected.

In areas that SAWS is not the water purveyor, all applicable wastewater impact fees must be paid prior to plat recordation, unless the water purveyor, or authorized entity, provides an acceptable instrument that guarantees fees will be paid prior to service connection.

(This section amended by SAWS Board Resolution #04-243, approved June 22, 2004, entitled Amendment #4)

15.4.5.2 Fees Paid at Time of Platting
If the impact fees are to be paid at the time of platting, the Letter of Certification issued by SAWS will state both the current impact fees and the number of EDU’s to be used. The impact fees to be paid will be those in effect at the time of plat recordation and may be different from the fees shown in the Letter of Certification. SAWS will not approve the release of a plat for recordation unless all required impact fees have been paid and either (a) all required improvements have been constructed and accepted by SAWS or (b) a performance guarantee has been provided to and accepted by SAWS.

15.4.5.3 Fees Paid at Time of Application for Water Meter Set or Wastewater Connection
The customer will be required to pay all required impact fees due prior to setting of the water meter or connection of wastewater service.

SAWS will approve the release of the plat for recordation after either (a) all required improvements are constructed and accepted by SAWS or (b) a performance guarantee in a form acceptable to SAWS that guarantees the cost of completing the required improvements. In addition, the following notation must be stated on the plat:

IMPACT FEE PAYMENT DUE: WATER AND WASTEWATER IMPACT FEES WERE NOT PAID AT THE TIME OF PLATTING FOR THIS PLAT. ALL IMPACT FEES MUST BE PAID PRIOR TO WATER METER SET AND/OR WASTEWATER SERVICE CONNECTION.

15.4.5.4 Determination of EDUs
The number of EDU’s for assessment of water impact fees are based upon water meter size, except for Impact Fees for Combination Meters (see next section).
- Apartments are assessed 0.5 EDUs per unit when master metered.
- Individually metered apartments, condominiums, and townhomes will pay impact fees based on meter size.
The number of EDU’s for sewer impact fee assessment will be determined as follows:
- Each individual service connection will be assessed a minimum of 1 EDU.
- Each single-family residential unit will be assessed a minimum of 1 EDU.
- Each dwelling unit in a duplex, triplex, quadruplex, townhome, condominium or multi-family residential development will be assessed the same number of collection and treatment EDUs as the number of water EDUs per unit, for collection, and treatment impact fees.
- The number of EDU’s for all other land uses will be based on projected demand, as calculated by SAWS staff or by an independent engineering study. The engineering study will determine the number of EDU’s by dividing the average daily water consumption for similar facilities, using at least two years of historical data, by the number of gallons per day currently defined as an EDU.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)

15.4.5.5 IMPACT FEES FOR COMBINATION METERS

Due to the limitations on the available sizes of combination meters, customers requesting meters that provide both fire flow and domestic/commercial uses will be assessed impact fees based on historical or similar uses by other facilities or on an engineering report by a professional engineer registered in Texas.
- In this situation, impact fees will not be based on the meter size of the domestic/commercial side of the combination meter. The customer requesting the combination meter must provide supporting documentation showing water use from similar facilities or the calculations from the engineering study. SAWS staff must approve the final number of EDUs assigned to the combination meter.
- Impact fees for combination meters must be paid prior to the issuance of the General Construction Permit.

(This section amended by SAWS Board Resolution #12-514, approved December 4, 2012, entitled Amendment #9.)

15.5 INCREASE IN WATER AND WASTEWATER DEMAND

Following impact fee assessment, additional development that increases the number of service units on a property will result in additional impact fee assessment. Such assessment may be made at any time during the development or building process, and will be limited to assessment for increased service units being developed.
15.6 RECOGNITION OF COMMITMENT TO PROVIDE WATER OR WASTEWATER CAPACITY

For a customer who has a Utility Service Agreement, SAWS will recognize its commitment to set-aside water and wastewater system capacity in infrastructure servicing the tract for the time period the agreement is in effect. System capacity is guaranteed if the developer has paid the associated impact fees at the appropriate impact fee rate either in the form of a direct payment to SAWS or by previously earning impact fee credits pursuant to sections 15.8 and 15.9 of these regulations. In addition to impact fee payments, the customer must have completed construction of all infrastructure (excluding on-site mains not required to be oversized) required in the Utility Service Agreement and the infrastructure must have been accepted by SAWS.

15.7 USE OF WATER OR WASTEWATER CAPACITY

SAWS reserves the right to use set-aside water and wastewater system capacity in on-site and off-site water supply and wastewater collection systems that service existing developments regardless of whether such water supply and wastewater collection systems were oversized. However, in order to preserve the capacity that has been designated for a particular tract, SAWS will do the following:

15.7.1 Maintain Records

SAWS will maintain records regarding a developer customer’s capacity in on-site and off-site systems. In the event the developer customer exceeds the amount of set-aside capacity as a result of any subsequent development of the property, the developer customer will be required to obtain a new Utility Service Agreement reflecting the additional EDU’s required for the development.

15.7.2 Exclusive Ownership of Capacity

SAWS retains exclusive ownership of the capacity in all facilities under its control. However, SAWS will continue to serve a development for which capacity has been guaranteed and all requirements of the Utility Service Agreement are being met. A development will not be denied service solely on the basis that the remaining capacity for such development is insufficient to accommodate anticipated flows to be generated by the development when such insufficiency is the result of SAWS connecting another development’s flows to the system serving the initial development for which capacity was committed.

15.7.3 Assignment of Wastewater System Capacity

Wastewater system capacity may be assigned only as part of a real estate transaction in which the property being served is itself transferred. An assignment of wastewater system capacity may not reduce the available capacity to the remaining tract to less than four EDU’s per acre unless an engineering report justifies that less than four EDU’s per acre is adequate to serve the property.

15.7.3.1 Assignment of Wastewater System Capacity Relating to Multi-family Units

For assignments of wastewater system capacity relating to multi-family units, each unit is considered ½ EDU.
15.8  WASTEWATER IMPACT FEE CREDITS

15.8.1  Expiration of Wastewater Impact Fee Credits
Wastewater impact fee credits earned prior to February 1, 2003 will continue to be recognized by SAWS through December 31, 2012. This time limitation is applicable to wastewater impact fee credits that may be applied to the original development as well as excess credits. This section specifically supersedes Section 35-5029 of the previous Unified Development Code and any reference to that section in the Unified Development Code adopted May 3, 2001, and as amended. Impact fee credits specifically addressed pursuant to a court-approved or court-ordered settlement agreement will be honored in accordance with the settlement agreement.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)

15.8.2  Transfer and Assignment of Excess Impact Fee Credits
Impact fee credits in excess of those required for the full development of a tract based on a minimum of four EDU’s per acre may be transferred to another development that is situated within the same wastewater service area and owned by the same developer, provided an existing off-site wastewater main and existing treatment facilities with adequate capacity are immediately available to service the new development. The above notwithstanding, excess credits may be transferred only for their dollar amount value. This section refers to impact fee credits described in Section 15.8.1.

15.8.3  Termination of Wastewater Impact Fee Credits
After the effective date of these regulations, wastewater impact fee credits may not be earned by a developer in the amount of the as-built construction costs for the off-site facilities that the developer built to serve his property, unless earned pursuant to Section 15.9.

15.9  AWARD OF IMPACT FEE CREDITS
A developer customer is eligible for impact fee credits for funding a project or portion of a project included in the Impact Fee Capital Improvement Plan. These credits will be earned based upon the portion of the total as-built construction cost of the project funded by the developer customer including engineering fees up to ten percent, and off-site easement acquisition costs up to five percent. The dollar value of these credits excludes the dollar value of any reimbursement for oversizing received by the developer customer pursuant to sections 14.2 and 14.3 of these regulations. In no event may the sum of the dollar value of the impact fee credit and the dollar value of any reimbursement for oversizing be greater than the total as-built construction cost for that portion of the project. To be awarded credits under this section, construction projects must be competitively bid by SAWS in accordance with SAWS’ bid process. Impact Fee credits earned under this section will not have an expiration date, and may be transferred to another development owned by the same developer, or to another developer.

For credits earned under this section there is not a minimum number of credits that must remain with the property. Impact fee credits must be used at the time of platting or issuance of a permit for a service line installation. Water impact fee credits can only be used to pay for water impact fees and wastewater impact fees credits can only be used to pay for wastewater impact fees.

(This section amended by SAWS Board Resolution #04-160, approved April 20, 2004, entitled Amendment #3)
15.10 RECOGNITION OF SEWER COMMITMENTS BY THE LACKLAND CITY WATER COMPANY

15.10.1 Lackland City Water Company Asset Purchase Agreement
The City of San Antonio entered into an Asset Purchase Agreement with the Lackland City Water Company pursuant to Ordinance No. 74492, dated October 3, 1991. This purchase was completed December 3, 1991. The City and subsequently the Board assumed certain obligations to provide sewer service under the following contracts:

- Contract between Lackland City Water Company and Southwest Ranch, Ltd. for construction and dedication of sanitary sewer facilities and for provision of sewage services, dated July 19, 1983.
- Contract between Lackland City Water Company and Westcreek Utility Company, Inc. to provide wastewater treatment service, dated August 24, 1984.
- Contract between Lackland City Water Company and Homecraft Land Development Inc. and Oak Creek Environmental Management Inc. as Developer, for construction and conveyance of sanitary sewer facilities and provision of sewage services, dated August 8, 1985.

15.10.2 Criteria for Recognition
SAWS will recognize the sewer collection and treatment commitments granted by the Lackland City Water Company subject to the following requirements:

15.10.2.1 Location
The property is located within the area that was included within the Lackland City Water Company Certificate of Convenience and Necessity No. 20274 issued by the Texas Water Commission and Texas Water Commission Permit No. 10827-03.

15.10.2.2 Contract with Lackland City Water Company
The property was covered by a contract with the Lackland City Water Company that was subsequently assumed in part by the City of San Antonio pursuant to the Asset Purchase Agreement between the City of San Antonio and the Lackland City Water Company. The property was designated to receive a certain amount of committed capacity in an off-site main pursuant to an assumed contract and the off-site main was constructed, completed and accepted (for exemption from collection impact fees) and/or was designated to receive a certain amount of committed treatment capacity from Lackland City Water Company through the purchase of treatment certificates (for exemption from treatment impact fees). In order to receive an impact fee exemption the developer must provide the appropriate documentation establishing ownership of both the property and the accompanying capacity described in the contracts and certificates.
15.10.3 Records of Committed Capacity
SAWS will determine and keep records of the properties eligible for exemptions under this
section. SAWS’ records will reflect the amount of collection and/or treatment capacity
committed to the property for which impact fees are not required. These exemptions may be used
at the time of either platting or replatting of the property. If the developer of the property
disagrees with SAWS’ records, the developer may examine SAWS’ records pursuant to the
Public Information Act and supply additional information to the President/Chief Executive
Officer to show evidence that an exemption for additional capacity should be granted. If the
President/Chief Executive Officer does not find such evidence sufficient to grant an additional
exemption, the developer may apply for a variance as provided in section 15.12.

15.11 SERVICE UNDER COMMITMENTS THAT DO NOT ADDRESS
IMPACT FEES
If an applicant requests water service under a previous water commitment issued prior to the
effective date of these regulations, the applicant will be assessed the maximum impact fees
authorized by Ordinance No. 93883 or any successor ordinance, these Regulations, and Chapter
395 of the Local Government Code.

If an applicant requests wastewater service under a previous wastewater contract issued prior to
the effective date of these regulations, the applicant will be assessed the maximum impact fees
authorized by Ordinance No. 93883 or any successor ordinance, these Regulations, and Chapter
395 of the Local Government Code.

If an applicant requests water service pursuant to a commitment, issued prior to the effective
date of these Regulations, and SAWS is required under law to assess impact fees, or components
thereof, at rates less than the current rates SAWS will assess impact fees or components thereof
at such lesser rates. Such credits and/or reductions should be requested through the impact fee
variance process as detailed in 15.12, below.

If an applicant requests wastewater service pursuant to a wastewater contract, issued prior to the
effective date of these Regulations, and SAWS is required under law to assess impact fees, or
components thereof, at rates less than the current rates SAWS will assess impact fees or
components thereof at such lesser rates. Such credits and/or reductions should be requested
through the impact fee variance process as detailed in 15.12, below.
15.12 VARIANCES FROM THE PAYMENT OF IMPACT FEES

15.12.1 Submittal of Request

Any customer may request a variance from the payment of impact fees by submitting a written request for a variance to the San Antonio Water System (“SAWS”), Vice President of Facilities Engineering and Construction (“FEC”) on or before the 30th day after the assessment of the impact fees. The Vice President of FEC may, at his/her discretion, schedule an informal hearing at which the customer or their designated representative shall be present and state reasons why such variance request should be granted. Within thirty (30) days of receipt of the written request for variance, the Vice President of FEC shall forward the variance request along with a recommendation to the President/Chief Executive Officer. In the event the Vice President of FEC fails to make a recommendation upon the expiration of such thirty (30) day period, the variance request shall be automatically forwarded to the President/Chief Executive Officer. Such lack of recommendation by the Vice-President of FEC shall not be considered as either an automatic approval or disapproval of the variance request.

(This section amended by SAWS Board Resolution #03-437, approved December 16, 2003, entitled Amendment #1)
(This section amended by SAWS Board Resolution #04-287, approved July 20, 2004, entitled Amendment #5)

15.12.2 Scheduling of Request

The President/Chief Executive Officer shall, within twenty (20) days of receiving the variance request from the Vice President of FEC, issue a decision in writing to the customer. In the event the variance request is granted, the decision of the President/Chief Executive Officer shall be final. Should the request for variance be denied, the customer may appeal the decision of the President/Chief Executive Officer in the manner set out in Section 15.12.3. In the event the President/Chief Executive Officer fails to render a decision by the expiration of such twenty (20) day period the variance request shall automatically be forwarded to the Board Administrator of the San Antonio Water System Board of Trustees for consideration in the manner set out in Section 15.12.3. Such lack of decision by the President/Chief Executive Officer shall not be considered as either an automatic approval or disapproval of the variance request.

(This section amended by SAWS Board Resolution #03-437, approved December 16, 2003, entitled Amendment #1)
(This section amended by SAWS Board Resolution #04-287, approved July 20, 2004, entitled Amendment #5)
15.12.3 Appeal from Denial of Variance Request by President/Chief Executive Officer
Any customer aggrieved by the decision of the President/Chief Executive Officer to deny a variance may request an appeal to the SAWS Board of Trustees in writing on or before the 10th day following receipt of a written decision from the President/Chief Executive Officer. Such request for an appeal shall be in writing and addressed to the Board Administrator of the San Antonio Water System Board of Trustees. Upon receipt of such request, the Board Administrator shall notify the Chairman of the Board, the current members of the Board’s Variance Committee to hear and consider impact fee variance requests, and appropriate SAWS’ staff. The Board Administrator, in consultation with the Variance Committee members, shall set a time, place, and date for the Variance Committee to hear the request for appeal. The Variance Committee will attempt to meet within thirty (30) days of the Board Administrator’s receipt of the request for appeal. The Variance Committee shall hear from both the customer and SAWS staff as to why the variance should be granted or denied. The Variance Committee may ask questions of both the customer and SAWS staff. The Variance Committee Chairman shall inform the customer that the Board Administrator shall be directed to timely contact the customer in writing of the earliest available regularly scheduled Board meeting at which the Variance Committee’s report and recommendations shall be considered.

(This section amended by SAWS Board Resolution #03-437, approved December 16, 2003, entitled Amendment #1)
(This section amended by SAWS Board Resolution # 04-287, approved July 20, 2004, entitled Amendment #5)

15.12.4 Board Consideration of Committee Recommendation
At the earliest available regularly scheduled Board meeting after the Committee hearing, the Board shall act upon the recommendation of the Committee. A decision of the Board shall be final.

(This section amended by SAWS Board Resolution #03-437, approved December 16, 2003, entitled Amendment #1)
(This section amended by SAWS Board Resolution # 04-287, approved July 20, 2004, entitled Amendment #5)

15.12.5 Requirement to Make Finding of Fact
Both the Committee and the Board are required to make findings of fact setting out their reasons for granting or denying a variance request. Such findings of fact shall include but not be limited to the following:

● The property subject to the variance request [was/was not] processed in the same manner as properties requiring similar utility service.

● The appropriate numbers of equivalent dwelling units [were/were not] assigned to the property in question.

● Mathematical and/or engineering errors [were/were not] found in a review of the impact fees required for the property in question at the time the variance request was made.

(This section amended by SAWS Board Resolution #03-437, approved December 16, 2003, entitled Amendment #1)
(This section amended by SAWS Board Resolution # 04-287, approved July 20, 2004, entitled Amendment #5)
15.13 IMPACT FEE POLICY FOR ECONOMIC DEVELOPMENT

15.13.1 Intent of Section
It is the intent of SAWS and the City of San Antonio (COSA) to support policies that promote growth and development in targeted areas of the City, as described in the City’s Inner City Reinvestment / Infill Policy Target Area (ICRIP). This section replaces the former sections 15.13, Impact Fee Policy for Economic Development, and 15.14, Impact Fee Reductions For Certain Policy Goals. Detailed policies governing impact fee waivers can be found in “SAWS Impact Fee Waiver Guidelines” at http://www.sanantonio.gov/ccdo/ and through the City of San Antonio Economic Development Department.

15.13.2 Impact Fee Waiver Goals
The award and distribution of SAWS impact fee waiver incentives will follow the general and specific goals outlined below.

15.13.2.1 General Goals
(1) Increase new development (housing and commercial) on vacant infill lots.
(2) Increase redevelopment of underused buildings and sites.
(3) Increase rehabilitation, upgrade, and adaptive reuse of existing buildings.
(4) Increase business recruitment and expansion in the City’s targeted industries.

15.13.2.2 Specific Goals
Currently, SAWS sets aside allocates $2-3 million annually for awarding SAWS impact fee waivers as established by ordinance 2006-06-15-0722. Additionally, if the $2-3 million is not used in the City’s budget year (October 1 to September 30), the remaining amount will be carried as a rollover, up to $5 million. It is the City’s intent to distribute this available incentive fund in a manner that provides greater focus to the areas within the ICRIP, while still allowing the distribution of a portion of this incentive amount in areas that are not within the ICRIP.

Therefore, the goal is to allocate at least 75% of the SAWS $2-3 million annual incentive to projects within the ICRIP. Projects outside the ICRIP must meet certain job creation and/or capital investment thresholds, except for affordable housing and community service projects as outlined in Section 3 below.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)

15.14 IMPACT FEE REDUCTIONS FOR CERTAIN POLICY GOALS

15.14.1 Community Revitalization Action Group (CRAG) Target Area
Pursuant to Ordinance 93883 and upon recommendation of the Housing Task Force, the City Council may waive the impact fees that would otherwise be due for projects located within the Community Revitalization Action Group (CRAG) target area and related to the goals published in the CRAG Reports.

15.14.2 Areas of Significant Public Health Risk
Pursuant to Ordinance 93883, impact fees may be waived for areas that are declared to be a significant public health risk by the Director of the San Antonio Metropolitan Health District.
15.14.3 Appropriations to Offset Reductions
If the waiver or reduction results in the reduction of an impact fee otherwise due for new development under these regulations, the amount of the reduction must be appropriated in accordance with Chapter 395 of the Local Government Code, which allows such appropriations from any lawful source. The appropriation and transfer of funds to SAWS must be accomplished in a timely manner.

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)

15.15 LOCAL BENEFIT IMPACT FEE AREAS
Local benefit impact fees are charged to customers connecting with SAWS water and wastewater systems that are in areas designated by the San Antonio City Council as Local Benefit Impact Fee Areas. Local Benefit Impact Fee Areas are areas where residents have decided to relinquish the responsibility of providing their own water and wastewater service and SAWS has agreed to provide that service under the Local Benefit Impact Fee Program.
16 EDWARDS AQUIFER RECHARGE ZONE PROTECTION

16.1 ENFORCEMENT AUTHORITY
The City of San Antonio has designated SAWS as its enforcement agent for protection of the Edwards Aquifer and for watershed management over the Edwards Aquifer Recharge Zone. SAWS' President/Chief Executive Officer is further authorized to appoint qualified SAWS personnel to assure compliance with the applicable provisions of the City Code of the City of San Antonio. These individuals may take all necessary actions to file complaints with the San Antonio City Prosecutor’s Office or other prosecuting authority for violations of those sections of the City Code pertaining to the Edwards Aquifer Recharge Zone.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.2 AQUIFER PROTECTION IN GENERAL
The provisions of the City of San Antonio's Aquifer Protection Program (City Code Chapter 34, Article 6, Division 6, as amended) are hereby incorporated into these regulations by reference insofar as they apply to the San Antonio Water System and to SAWS' roles in protection of the Edwards Aquifer and in watershed management over the Edwards Aquifer Recharge Zone. SAWS will review proposed subdivision plats according to the requirements of City Code Chapter 34, Article 6, Division 6, as amended.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.3 UTILITY SERVICE AGREEMENTS
A Utility Service Agreement between SAWS and a developer customer pursuant to Section 5.1 specifies the manner in which the developer may acquire sufficient EDU’s of capacity in SAWS' water and wastewater systems. Executing the agreement does not constitute a valid permit for purposes of obtaining Category I status pursuant to the Aquifer Protection Ordinance.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4 INSTALLATION AND INSPECTION OF WASTEWATER SERVICE LATERALS

16.4.1 Authority
The following procedures shall apply to all private service lateral connections to the City of San Antonio’s sanitary sewer system within that portion of the Edwards Recharge Zone outside the city limit.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.2 License, bond and insurance requirement
Before any person may apply for a permit as specified below, he or she shall comply with the license, bond and insurance requirements.
16.4.2.1 License Required

Before any person shall engage in the business of plumbing within the city and its extra-territorial jurisdiction, said person shall be qualified as set forth in this regulation and shall have a current master plumber's license obtained from the state board of plumbing examiners. The license shall be registered with the city by submitting the appropriate fee as set forth in the fee schedule adopted by the city of San Antonio. Where any plumbing work is being done, a master or journeyman plumber shall, at all times, be present on the job and in actual control and in charge of the work being done.

16.4.2.2 Bond and Insurance

Before any person shall engage in the business of plumbing within the city and its extra-territorial jurisdiction, such person shall either: (1) deposit with the city a certificate of insurance from an insurance company authorized and permitted to do business in the state of Texas, certifying that the applicant is insured to the amount of at least $100,000 public liability per occurrence, $100,000 property damage liability insurance per occurrence and product/completed operations coverage. The applicant must to be approved by the director and present a good and sufficient bond in the sum of $5000 conditioned that the person engaged in the plumbing business will faithfully observe all the laws pertaining to plumbing and main laying. Or (2) the applicant shall provide a certificate of insurance issued by an insurance company authorized and permitted to do business in the state of Texas for commercial general liability insurance and products/completed operations coverage for the master plumber for claims for property damage or bodily injury, regardless of whether the claim arises from a negligence claim or on a contract claim, and shall be in a coverage amount of not less than $300,000 for all claims arising in any one-year period. Further, any persons engaged in the business of plumbing shall indemnify and hold harmless the city from any and all damages, claims, liens or losses, including, but not limited to personal injury or death and property damage, arising from any acts or omission of any character whatsoever caused by such person, his agents or employees, engaged in the plumbing business.

16.4.3 Permit Required

16.4.3.1 Application

A permit is required prior to connecting a private service lateral which is located outside the city limits and within the Edwards Recharge Zone to the city's sanitary sewer system. A licensed master plumber shall submit a completed application form to the San Antonio Water System (SAWS) Resource Compliance and Protection Department. At the time the application is submitted, the applicant shall pay to the San Antonio Water System the permit fee of $40.00. Such fee is nonrefundable.
16.4.3.2 Payment of Impact Fees as a Condition to Connection of Private Service Laterals

Prior to issuing a permit for construction and connection of a private sewer lateral to the SAWS system on the EARZ, SAWS requires the payment of sewer impact fees.

16.4.3.3 Drawings and Specifications

Drawings and specifications, as determined by the director of SAWS Resource Compliance and Protection Department or his authorized representative, may be required from the applicant that show the connection to the system.

16.4.3.4 Approval

The San Antonio Water System Resource Compliance and Protection Department shall review the data submitted by the applicant within ten (10) working days. If it is determined that the application data do not conform with the requirements of this chapter, the applicant may revise any nonconforming aspects; however, the department shall have an additional five (5) working days from the latest date of submission to act upon the application. A permit issued shall be construed as a license to proceed with the work.

16.4.3.5 Validity

A permit shall be valid for a period of six (6) months from the date of issuance. If the work authorized by the permit is not commenced within six (6) months or if the work is suspended or abandoned for a period of six (6) months after the work is begun, then the permit shall become invalid. A new application and permit shall be required to complete the work. Any installation completed without a valid permit or not being inspected and accepted by the San Antonio Water System Resource Protection and Compliance Department will be considered an illegal wastewater connection to the SAWS wastewater collection system.

16.4.4 Installation and inspection

16.4.4.1 Construction

All private service laterals shall be installed in strict accordance with the requirements specified in Figures 1-4B as applicable.
16.4.4.2  Grinder Pump/Lift Station

SAWS jurisdiction for installation requirements includes grinder pump/lift stations in a private residence on the Edwards Aquifer Recharge Zone (EARZ) and not located on right-of-way for public use.

SAWS discourages the use of grinder pump/lift stations on the EARZ, although installation of grinder pump/lift stations in some circumstances are required. In order to meet the installation requirement to connect the grinder pump/lift station to the SAWS sanitary sewer collection system the following conditions must be completed:

- The pump size and discharge line size (minimum 2” diameter pipe) to be used at the private residence shall be according to manufacturer’s recommendations (based on number of fixtures at the residence and/or other calculation criteria) and plans. Specifications and installation requirements of the system shall be verified by the Master Plumber installing the equipment.

- The pump size and discharge line size calculations, criteria and specifications shall be submitted for review by SAWS. The engineering report shall be prepared, signed, and sealed by a Professional Engineer licensed in Texas.

- Pump must be installed in a watertight pit with removable watertight lid.

- The vent must be installed as part of the house vent system.

- Installation of a 4” Back Water-Swing Check Valve on the discharge line is required.

- The 2” minimum sized discharge line must be painted grey or marked “Sanitary Sewer” the entire length of line.

- At all locations where the sewer lateral line (either 2” or 4”) is installed, if the trench is less than 18” inches deeper than the existing natural grade, the sewer line must have a 4” thick concrete cap (min. 2,500 psi concrete) the entire width of the trench. The length of the concrete cap shall be the entire portion that is less than 18” below the existing natural grade.

- The 2” pipe must be increased to 4” schedule 40 pipe at the point where flows can travel by gravity.

- An overflow alarm or a back-up pump must be installed in the watertight pit accommodating the primary pump.

- The licensed plumber/installer is required to provide the builder with maintenance information to be ultimately submitted to the homeowner. A formal maintenance agreement is not required. However, the homeowner must be informed about operation and maintenance requirements in regard to owning/operating the grinder pump system located on the EARZ.
• All other rules, regulations or requirements pertaining to EARZ sewer lateral regulations must be met.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.4.3 Inspection
After installation, but prior to covering, all private service laterals shall be inspected by the San Antonio Water System Resource Compliance and Protection Department. The construction must be in accordance with applicable portions of Figures 1 to -4B. It shall be the duty of the permit applicant to provide reasonable advanced notice to the San Antonio Water System Resource Compliance and Protection Department when a lateral is ready for inspection.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.4.4 Re-inspection
If the SAWS inspector finds that the installation of a private service lateral is not in accordance with the applicable portions of Figures 1 to -4B, the plumber shall be required to make the necessary corrections. When the corrections have been completed, a request for re-inspection shall be submitted. Each re-inspection will be charged a fee of $50.00. Such fee is nonrefundable.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.4.5 Certification
Upon satisfactory completion and inspection of a private service lateral, the San Antonio Water System Resource Compliance and Protection Department shall certify the construction to be in conformity with the applicable provisions of this regulation. The department shall provide a copy of this certification to the permit applicant, and the Texas Commission on Environmental Quality (TCEQ).

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.5 Penalties
16.4.5.1 Nonconforming work
Any plumber whose work does not conform to the requirements of this chapter, shall, on notice from the director of SAWS Resource Compliance and Protection Department, make the necessary changes or corrections. If the work has not been corrected after ten (10) days, the director shall refuse to issue any additional permits to such person until the work has fully complied with these requirements.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)
16.4.5.2 Permit revocation
The director of SAWS Resource Compliance and Protection Department may revoke a permit in event there has been any false statement or misrepresentation as to a material fact in the application or plans upon which the permit approval was based. No permit fees shall be refunded in such event.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.5.3 Illegal Wastewater Connections
Any person discharging or transporting wastewater flows into SAWS wastewater system without paying applicable fees is in violation of these regulations and of the City of San Antonio’s Unified Development Code. A wastewater connection or an increase in wastewater flows that results in the illegal use of SAWS wastewater collection system is sufficient evidence to constitute a violation and is punishable by a fine under the Unified Development Code.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.6 Lateral layout

16.4.6.1 Installation of Private Service Laterals
The installation of private service laterals within the Edwards Recharge Zone shall be as depicted in Figures 1 to 4B as applicable.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.6.2 Flexible Pipe
All flexible pipe shall conform to a minimum of ASTM Designation D-3034 (Schedule 40 or better for four (4) inch laterals and SDR-26 or better for six (6) inch laterals) with compression joint gaskets or solvent joints.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)

16.4.6.3 Construction Specifications
Construction specifications shall apply to the service lateral from the existing main, wye, or stub-out to the building wall, and shall include the building drain outside the wall and the building sewer. In the event of conflicting specifications and regulations, SAWS construction specifications have precedence over Utility Service Regulations.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)
16.4.6.4  Blastng

No blasting shall be permitted when tying a lateral into an existing sewer main.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.7  Backfill

Refer to SAWS Construction Specifications for specifications on backfill materials and cover.

16.4.7.1  Backfill for Laterals

Backfill for laterals shall be divided into three (3) separate zones.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.7.2  Bedding

Where unacceptable materials, such as water, silt, muck, trash, debris, or rock are found at the pipe-bearing level or where flexible pipe is used, the trench shall be under excavated as shown in Figure 2 and backfilled with crushed stone or gravel, one-quarter (1/4) inch to one and three-quarters (1 ¾) inch in size.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.7.3  Initial Backfill

The initial backfill shall extend from the bedding surface to one (1) foot above the top of the lateral. Where unacceptable materials for bedding purposes are encountered or where flexible pipe is to be laid, the initial backfill shall be crushed stone or gravel, one quarter (1/4) inch to one and three-quarter (1 ¾) inch in size. Initial backfill material shall be on the job site at the time of the inspection.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.7.4  Secondary Backfill

The secondary backfill shall extend from one (1) foot above the lateral to the top of the trench. It shall consist of materials removed from the trench; however, it shall be free of brush, debris, and junk, and shall contain no stones greater than one-half the trench width.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.7.5  Minimum Cover

A minimum of eighteen (18) inches of cover to the existing ground level shall be maintained over the top of the lateral. If a minimum of eighteen (18) inches of cover cannot be maintained, the lateral must be either capped with four (4) inches of concrete having a minimum compression strength of twenty-five hundred (2,500) pounds per square inch (see Figure 3) or sleeved by a larger diameter pipe for the entire length which is less than eighteen (18) inches below the existing ground level.
The sleeving shall be of the same material as the lateral and must have at least nine (9) inches of cover to the existing ground level. When sleeves are used in lieu of a concrete cap, the sleeves shall be continuously jointed with compression joint gaskets or solvent joints. At locations where sleeves cannot be continuous (Example: two-way clean out), the clean out and separated sleeve joint shall be covered with concrete having a minimum compression strength of twenty five hundred (2,500) pounds per square inch.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.8 Lateral connection to existing main

16.4.8.1 Illustrations
Figures 4A and 4B illustrate the acceptable manner in which to connect a lateral to an existing sanitary sewer main.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.8.2 Existing wye or stub-out available
If an existing wye or stub-out is available, the service lateral shall be connected into the sanitary sewer system as shown in Figure 4A.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.8.3 Wye or stub-out is not available
If a wye or stub-out is not available, the service lateral shall be connected as shown in Figure 4B. The saddle shall be permanently bonded to the existing main by the use of compounds and clamps as recommended by the manufacturer and approved by the San Antonio Water System.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)

16.4.8.4 Connection at existing manhole
Breaking into an existing manhole shall not be allowed as a method of connecting a private service lateral to the public sanitary sewer main.

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)
SEWER LATERAL LAYOUT

FIGURE 1

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)
SEWER LATERAL CROSS-SECTION

INSTALLATION WITH 18” COVER

EXISTING GROUND LEVEL

18” MINIMUM

12” MINIMUM

SECONDARY BACKFILL

INITIAL BACKFILL (GRAVEL)

GRAVEL BEDDING

Figure 2

INSTALLATION WITHOUT 18” COVER – CONCRETE CAP

EXISTING GROUND LEVEL

4” MINIMUM

SECONDARY BACKFILL

CONCRETE

GRAVEL BEDDING

Figure 3

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)
SEWER LATERAL CONNECTION TO EXISTING MAIN WITH WYE OR STUB-OUT

Figure 4A

SEWER LATERAL CONNECTION TO EXISTING MAIN WITHOUT WYE OR STUB-OUT

Figure 4B

(This section amended by SAWS Board Resolution #04-105, approved March 16, 2004, entitled Amendment #2)
## 17 WATER WELLS

### 17.1 AUTHORITY
SAWS is the City of San Antonio’s regulatory agent to enforce City Code Chapter 34, Article VI, Water Quality Control and Pollution Prevention, Div. 2, Wells.

### 17.2 CHAPTER 34-566 POWERS AND DUTIES OF THE SAWS BOARD OF TRUSTEES
The San Antonio Water System Board of Trustees or its duly authorized representative has the following powers:

1. To make or have made examinations of all wells, privately owned or otherwise, within the limits of the City of San Antonio or within the SAWS water service area;
2. To make or have made at any time the necessary analyses or tests of water from such wells;
3. To go upon the land and property of the owner of a well for any purpose allowed in the City Code;
4. To require the owner to furnish all information requested concerning a well, including all new or existing wells, complete logs of the well showing depth to depth through all geologic formations encountered, casing records, cement records, well modifications; and
5. To supervise the construction, repair and plugging of wells and the operation of wells. The SAWS Board or its duly authorized agent must keep a register of all wells within the limits of the City of San Antonio or within SAWS water service area. The register must show for each well its location, date of construction, depth and diameter, the purpose for which the well was constructed, and, if applicable, date of plugging.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

### 17.3 PERMIT REQUIRED FOR DRILLING OF NEW WELLS
In order to protect the area's water resources, it is unlawful for anyone to drill, maintain, or otherwise construct or have constructed any new water well, or any injection well for the purpose of an earth-coupled heat exchange system, or to undertake any artificial excavation to explore for or produce groundwater, within the City of San Antonio or SAWS’ service area, without first applying for and obtaining a well drilling permit from SAWS. All drilling or construction of water wells, and injection wells for the purpose of an earth-coupled heat exchange system must be done in strict compliance with the terms of the well drilling permit and the SAWS water well permitting procedures.

### 17.4 GENERAL GROUNDS FOR DENIAL OF PERMIT
SAWS will inspect the property where any well subject to its enforcement authority is proposed to be drilled, sunk, dug, or bored. SAWS will refuse to issue a well permit when:

- The location or manner of construction of the proposed well is not acceptable to SAWS because of drainage and other sanitary conditions surrounding the well; or
- The proposed well would be located on property to which water service is currently available from SAWS or from any other water purveyor with an appropriate Certificate of Convenience and Necessity; or
• Water service from existing SAWS water mains or service lines could be established to the property on which the proposed well is located at a cost equal to or less than the cost of drilling the proposed well.

17.5 WELL PERMIT FEES
Well permit fees are set out in the City Code, section 34-572 as amended.

17.6 ABANDONED WELLS REQUIRED TO BE PLUGGED
17.6.1 Authority to Regulate Abandoned Wells
Abandoned wells pose a threat of pollution to the City’s water supply and the area's groundwater resources because they are direct conduits for contamination to enter the water supply. Abandoned wells also pose a safety hazard to children and animals. SAWS is the regulatory agent for enforcing City Code Chapter 34 with regard to abandoned wells. Therefore SAWS aggressively pursues the closure of all abandoned wells within the city limits and SAWS’ service area.

17.6.2 Definition of Abandoned Wells
A well is considered abandoned if it has not been used for a period of six consecutive months or longer and it is not connected to an active power source. All abandoned wells must be plugged under a permit from SAWS and in accordance with SAWS permitting procedures.

17.6.3 Abandoned Wells on Newly Surveyed Plats
All abandoned wells that are located on newly surveyed plats must be plugged under SAWS permit prior to the release of the plat. When an abandoned well is located the owner shall be required to place a 50’ radius protective barrier (i.e. construction fence or barricades with caution tape) as soon as possible and this area shall be designated a no disturbance area. The barricade shall remain in place until the well plugging is complete.

17.6.4 Delineating Plugged Wells on Plats
Plugged wells must be delineated with an obvious symbol and a label on plats. GPS coordinates must also be listed using NAD 83 Texas South Central FIPS Zone: 4204 Feet coordinate system.

(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)

17.7 PERMIT REQUIRED FOR REPAIR OR CLOSURE OF EXISTING WELLS
It is unlawful for any person to reconstruct, repair, correct, or plug a well or injection well within the City of San Antonio or SAWS service area without first applying for and obtaining a permit from SAWS.

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17.8 FAILURE TO ABATE A NUISANCE
If a well is determined by SAWS to be a defective or a contaminating well and if the owner, operator, or agent responsible for the well declared to be such a nuisance fails to abate the nuisance within the prescribed time from the date of issuance of notice from SAWS, SAWS may go onto the property upon which the well is situated and take such action as is necessary to abate the nuisance. The owner will be liable to SAWS for the cost of such work and must pay the cost upon demand, and SAWS may file a lien on the property to secure the payment of the costs of such work.
18 RECYCLED WATER

18.1 ALLOWED USES
Recycled water may be used only for commercial, industrial, irrigation, landscape maintenance, and other specific uses described in the recycled water contract between SAWS and the customer. All uses must comply with TNRCC, Title 30 Texas Administrative Code, Chapter 210, Use of Reclaimed Water, with San Antonio City Code, Chapter 34, Recycled Water Service and Rates, and with SAWS Recycled Water User Handbook.

18.2 PROHIBITED USES
Recycled water may not be used for drinking, food preparation, health services, domestic purposes (except for toilet and urinal flushing), or any type of human or animal consumption. It is unlawful for any purchaser of recycled water to resell the recycled water for any purpose or to sell to anyone a product not complying with the requirements for recycled water established by the San Antonio City Code. A violation of this section is grounds for immediate termination of the recycled water contract. Recycled water may not be used over the Edwards Aquifer Recharge Zone and it may not be discharged into or adjacent to the waters of the State without express written authorization of the Texas Commission on Environmental Quality. There may be no nuisance conditions resulting from the distribution, storage or use of recycled water.

18.3 CUSTOMER CONTRACTS REQUIRED
A recycled water customer must execute a written contract with SAWS delineating service terms and conditions. SAWS will not issue a construction permit for the customer's on-site recycled water facilities until this contract is approved. SAWS' recycled water commitment is valid for the term of the contract.

18.4 CONVERSION BENEFITS
An approved existing potable water customer of SAWS or a recycled water customer who exchanges Edwards Aquifer pumping withdrawal rights for SAWS recycled water may be entitled to a conversion benefit to offset the customer's costs for on-site and off-site system construction. This conversion benefit will be in the form of a SAWS rebate for one-time capital costs of up to $900 per acre-foot of annual capacity for distribution mains and approved on-site modifications to the customer's water system. The dollar value of the conversion benefit may not exceed the actual cost of the design and construction of the distribution main.

18.5 CUSTOMER CATEGORIES
For purposes of setting recycled water rates and determining customer eligibility for conversion benefits, SAWS recognizes three categories of recycled water customers:

1) Existing SAWS Customers
2) Edwards Well Owners
3) New Customers.

18.5.1 Existing Customers
An “Existing Customer” of SAWS recycled water service is one who:
(a) was a commercial or industrial potable water customer of SAWS on June 30, 1997 and has filed a request for recycled water service with SAWS; and
(b) implements within one year a water conservation plan approved by SAWS.

If an Existing Customer contracts to purchase recycled water from SAWS in lieu of using Edwards Aquifer water, then the customer is entitled to the conversion benefit.

18.5.2 Edwards Well Owners
An “Edwards Well Owner” customer of SAWS recycled water service is one who:
(a) owns an existing Edwards Aquifer well and Edwards Aquifer pumping rights recognized by a permit from the Edwards Aquifer Authority;
(b) agrees in accordance with SAWS policy to transfer to SAWS the actual or expected Edwards Aquifer pumping rights in exchange for a guarantee of SAWS recycled water to meet peak annual and daily current demand;
(c) executes a letter of interest and an agreement for recycled water service; and
(d) implements within one year a water conservation plan approved by SAWS.

If an Edwards Well Owner Customer contracts to exchange Edwards Aquifer pumping rights for SAWS recycled water, then the customer is entitled to the conversion benefit.

18.5.3 New Customers
A “New Customer” of SAWS recycled water service is either a developer customer, a potable water customer of another water purveyor, or an Edwards well owner or SAWS potable water customer who did not execute a request for recycled water service before July 1, 1997. The new customer must design and construct the distribution main from a transmission main to the customer’s point of use and on-site storage facility if needed. A new customer must pay for the cost of any necessary modifications to the customer’s facilities to receive, distribute, and apply recycled water inside the customer’s property line.

SAWS may accept new customers of recycled water service subject to the availability of the SAWS recycled water supply. SAWS may also accept new customers in an economic enterprise zone in accordance with City Council direction, subject to the availability of the SAWS recycled water supply and SAWS policy.

18.6 SAWS' OBLIGATION TO EXTEND THE RECYCLED WATER SYSTEM
SAWS' extensions of the recycled water system are based upon SAWS' determination of the system’s capacity and the economic feasibility of the extension. The decision of the President/Chief Executive Officer will be final in determining main sizes, oversizing requirements, and fund availability for system extensions.

18.7 RECYCLED WATER QUALITY
All recycled water treated, supplied and distributed by SAWS will comply with applicable TNRCC/TCEQ rules. SAWS will provide Type I recycled water quality with minimum quality as follows:
BOD₅ or CBOD₅ 5mg/L
Turbidity 3NTU
Fecal Coliform* 20 CFU/100ml
Fecal Coliform** 75 CFU/100ml

*geometric mean (the nᵗʰ root, usually the positive nᵗʰ root, of a product of n factors)
**single grab sample (not to exceed)

SAWS will provide recycled water quality data to all recycled water customers upon request. Additional recycled water quality issues and treatment requirements unique to a particular customer will be addressed on a case-by-case basis in the SAWS recycled water contract.

18.8   SAWS QUALITY MONITORING
SAWS will monitor the recycled water's quality at the water recycling centers, intermediate pumping stations, storage tanks, and at various end points in the system.

18.9   DESIGN AND CONSTRUCTION OF RECYCLED WATER FACILITIES

18.9.1   Compliance with TCEQ Requirements
SAWS will design and construct all transmission mains, treatment and pumping facilities needed to provide recycled water service to SAWS’ recycled water customers in accordance with TCEQ, Title 30 Texas Administrative Code, Chapter 210, Use of Reclaimed Water.

18.9.2   Distribution Mains
The customer must extend the recycled water service distribution main from the transmission main to the customer’s property line, through a contractor of the customer’s choice who is approved by SAWS. SAWS will determine the size of the distribution main based on the customer’s expected recycled water purchases.

18.9.3   Valves
For recycled water mains and pump stations, all valves must open “left (counter-clockwise).”

18.9.4   Permit and Certification Required
SAWS must review and approve the plans and specifications for recycled water distribution mains, pumps, monitoring devices and storage facilities before it will issue a general construction permit for the work. The customer’s distribution main and on-site facilities must be constructed and installed in accordance with TCEQ, Title 30 Texas Administrative Code, Chapter 210, Use of Reclaimed Water, and must be certified as such by a professional engineer registered in Texas.
18.10 CROSS-CONNECTIONS WITH POTABLE WATER FACILITIES PROHIBITED

It is unlawful for anyone to make or to maintain a cross-connection between a recycled water facility and a potable water facility. The recycled water customer’s on-site system must be constructed to prevent backflow of recycled water into the potable water system. A recycled water customer’s cross-connection and backflow prevention system must conform to Title 30 Texas Administrative Code, Chapters 210 and 290 et seq., the SAWS Cross Connection and Backflow Protection Manual, the SAWS Recycled Water Operation and Maintenance Manual and applicable local plumbing codes. The recycled water customer must agree to install, operate, test and maintain approved backflow prevention assemblies as required herein and as required by SAWS' Cross Connection Control and Backflow Prevention Program and Chapters 210 and 290 of Title 30 of the Texas Administrative Code, as each may be amended. SAWS will immediately discontinue service to any customer with an unapproved connection or a cross-connection, and service will not be reestablished until SAWS determines that the condition is corrected.

18.11 INSPECTIONS REQUIRED

To insure the absence of cross-connections, the recycled water customer’s internal piping system must be inspected by SAWS, a local plumbing inspector, a state-licensed Water Protection Specialist or a TCEQ Customer Service Inspector before service is initiated. Re-inspections will follow every three to five years or as needed in SAWS’ discretion. The recycled water customer must maintain accurate records of tests and repairs made to backflow prevention assemblies and must provide SAWS with copies of such records via the SAWS Test & Maintenance Report form within 10 days of the inspection, test or maintenance. Repiping and relocation of any assembly requires prior written approval of SAWS. SAWS may perform periodic tests on backflow prevention assemblies on the recycled water customer’s site.

18.12 CONSTRUCTION PERFORMANCE BONDS

The contractor constructing a customer's recycled water distribution main must furnish a performance bond payable to SAWS covering the total estimated construction cost. The bond must be executed by a corporate security authorized to do business in Texas and maintaining an agent in Bexar County. The bond must assure:

- Completion of all construction required under the contract according to the plans and specifications approved by SAWS;
- Maintenance for a 90 day period after SAWS accepts the facilities; and
- Payment in full by the contractor of all subcontractors and suppliers.

All construction work on the distribution main must be open and subject to inspection by the City of San Antonio and SAWS. In no event may any portion of a distribution main in an excavation be covered over until it has been inspected and approved by SAWS.
18.13 COMPLETION AND ACCEPTANCE OF DISTRIBUTION MAINS
When construction is complete and approved by SAWS, all costs and fees have been paid and all liens released, SAWS will issue the customer a written certificate of acceptance of the distribution main. The customer must warranty the main for a one-year period after SAWS accepts it.

18.14 REQUIREMENTS FOR OVERSIZE RECYCLED WATER MAINS
SAWS may require a distribution main to be increased to a diameter larger than usually necessary to serve the customer’s property. Upon completion and acceptance of the oversize main, SAWS will reimburse the customer the reasonable differential cost of construction of the larger main.

18.15 COMPETITIVE BIDS FOR OVERSIZE MAIN CONSTRUCTION
Any distribution main construction that includes oversizing must be advertised for bids as generally required for SAWS construction. All qualified bids must be publicly opened and let in the same manner as other SAWS construction contracts. The construction contract will be between the customer and the contractor.

18.16 OVERSIZING REIMBURSEMENTS
SAWS will pay computed oversizing reimbursements to the customer unless other arrangements are made, in accordance with Section 14.2, Oversize Water Main Reimbursement. The payment will be made within 30 days of SAWS’ final acceptance of the oversize distribution main. The customer and SAWS may agree in writing that the customer may apply the reimbursement as a dollar for dollar credit against 20 percent of the monthly recycled water bill until the reimbursement is exhausted.

18.17 PAYMENT OF PRO-RATA SHARE
A customer wishing to connect to an oversized recycled water main must pay a pro rata share of the oversizing costs.
19 REFERENCE DIAGRAMS

19.1 WATER CCN (AS OF OCTOBER 2014)
19.2 WATER PRESSURE ZONES (AS OF OCTOBER 2014)

Water Service Levels

[Map of water service levels with various zones labeled]

San Antonio Water System

Legend
- Primary Facility
- SAWSS/CCN Water

105
19.4 WASTEWATER SERVICE AREAS
WATER MAIN EXTENSIONS
SAN ANTONIO WATER SYSTEM

EXISTING SAN ANTONIO WATER DISTRIBUTION SYSTEM

APPROACH MAIN DEVELOPER CUSTOMER

ON-SITE MAIN

NEW SUBDIVISION

BORDER MAIN

SERVICE LINE

APPROACH MAIN SINGLE CUSTOMER

SERVICE LINE
20 APPENDICES

20.1 CHARGE SCHEDULES

20.1.1 Schedule “A” - Pro-Rata Charges

Connections to water or wastewater mains installed after 2/18/03:

Water Service:
Pro-Rata charges will be collected from customers connecting to certain existing water mains adjacent to existing pro-rata water mains fronting their tracts by multiplying the entire length of frontage of the connecting tract along the main by ½ (or multiply by 1 if only one side of main is available to serve tracts) of the actual cost per linear foot of the project.

Wastewater Service:
Pro-Rata charges will be collected from customers connecting to certain existing off-site wastewater mains based upon the greater of either:

A. Multiplying the entire length of frontage of the connecting tract along the main by ½ (or multiply by 1 if only one side of main is available to serve tracts) of the actual cost per linear foot of the project, or

B. Multiplying the number of EDU’s from the connecting tract by the unit cost per EDU [Unit cost shall be equal to: total project cost divided by the total number of EDU’s of constructed capacity (peak EDUs which can flow through lowest flow segment of main) or the total project cost divided by the SAWS approved EDU requirements of the sewer shed, whichever is less].

(This section amended by SAWS Board Resolution #09-024, approved January 6, 2009 entitled Amendment #7.)

Connection to water mains installed before 2/18/03
$10.00 per foot for residential property
$13.50 per foot for commercial property

20.1.2 Schedule “B” - Service Line Installation Cost Estimates

Final charge to customer will be based on the time and materials costs.

<table>
<thead>
<tr>
<th>Size of Water Service Line</th>
<th>Cost *1, *3 (Short Service)</th>
<th>Cost *2, *3 (Long Service)</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾”</td>
<td>$ 900,001,000.00</td>
<td>$ 1,500,001,700.00</td>
</tr>
<tr>
<td>1”</td>
<td>$ 1,200,001,300.00</td>
<td>$ 1,600,001,800.00</td>
</tr>
<tr>
<td>1 ½”</td>
<td>$ 1,600,001,800.00</td>
<td>$ 1,900,002,100.00</td>
</tr>
<tr>
<td>2”</td>
<td>$ 1,750,001,900.00</td>
<td>$ 2,100,002,300.00</td>
</tr>
<tr>
<td>Greater than 2”</td>
<td>Quoted Charge</td>
<td>Quoted Charge</td>
</tr>
</tbody>
</table>
### Size of Wastewater Service Line

<table>
<thead>
<tr>
<th>Size of Wastewater Service Line</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6” Lateral</td>
<td>$1,900.002,100.00</td>
</tr>
<tr>
<td>Greater than 6”</td>
<td>Quoted Charge</td>
</tr>
</tbody>
</table>

*1 Short Service - Installation and connection of service line on same side of street.
*2 Long Service - Installation and connection of service on line in the middle or opposite side of street.
*3 An additional $500.00 fee will be charged if tapping into a concrete steel cylinder main.

*(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)*

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20.1.3 **Schedule “C” - Single Customer Main Extension Cost Estimates**

Final charge to customer will be based on the time and material costs. The following costs are estimates. The final cost to the customer will be based on actual time and material costs.

<table>
<thead>
<tr>
<th>Water Mains:</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>8” main</td>
<td>$82,000.00</td>
</tr>
<tr>
<td>12” main</td>
<td>$94,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Wastewater Mains:</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>8” main</td>
<td>$68,000.00</td>
</tr>
</tbody>
</table>

Note: Above costs are contingent upon SAWS obtaining a street cut permit from the City of San Antonio that does not require extensive re-paving making the costs prohibitive.

*(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)*

*(This section amended by SAWS Board Resolution #11-227, approved August 2, 2011, entitled Amendment #8.)*

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20.1.4 **Schedule “D” - Meter on Fire Hydrant Charge**

Customers whose main office is located inside Bexar County must pay a $910.00 deposit per fire hydrant meter.

Customers whose main office is located outside Bexar County must pay a $1060.00 deposit per fire hydrant meter.

All customers must pay a daily rental charge of $6.50.

Note: These fees do not include usage rates. Standard SAWS usage rates apply at the time of application for the meter. These rates can be found on the SAWS website at [http://www.saws.org/business_center/developer/firehydrants/](http://www.saws.org/business_center/developer/firehydrants/).

*(This section amended by SAWS Board Resolution #07-257, approved August 7, 2007, entitled Amendment #6.)*
20.1.5 Schedule “E” - Recycled Water Trucking Rates

<table>
<thead>
<tr>
<th>Tool Deposit</th>
<th>$1,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Daily Use Charge</td>
<td>$ 15.00</td>
</tr>
</tbody>
</table>

20.2 REFERENCES FOR WATER AND WASTEWATER SYSTEM DESIGN

The following references (latest revision) should be reviewed in conjunction with these regulations:

A. City of San Antonio, Unified Development Code (UDC), Chapter 35 of the Code of Ordinances.

B. Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Article 9102, Texas Civil Statutes.


D. San Antonio Water System, Material Specifications.

E. San Antonio Water System, CADD Standards.

F. San Antonio Water System, Cross Connection Control and Backflow Prevention Program.

G. Rules and Regulations published by Texas Natural Resource Conservation Commission (TNRCC) and its successor Texas Commission on Environmental Quality:
   3. 30 TAC, Chapter 213, Edwards Aquifer.


J. City of San Antonio, Right of Way Management Ordinance Number 93319, or as amended.
20.3  SAWS BOARD OF TRUSTEES RESOLUTION

20.3.1  Resolution #03-083, Approving Utility Service Regulations

RESOLUTION NO. 03-083

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE SAN ANTONIO WATER SYSTEM UTILITY SERVICE REGULATIONS BY APPROVING A COMBINED DOCUMENT WHICH INCORPORATES WATER, WASTEWATER AND RECYCLED WATER POLICIES; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, on May 19, 1992, the San Antonio City Council approved the consolidation of three water entities, the City Water Board, the City of San Antonio's Department of Wastewater Management and the Alamo Water Conservation and Reuse District; and

WHEREAS, the former City Water Board was governed by the Regulations for Water Service dated 1984; and

WHEREAS, the former Department of Wastewater Management was governed by wastewater regulations contained within the City of San Antonio City Code; and

WHEREAS, the former Alamo Water Conservation and Reuse District had no formal governing regulations pertaining to infrastructure development; and

WHEREAS, it is advantageous to the San Antonio Water System and its customers to consolidate all utility service regulations into one formal document to comprehensively administer the expansion of utility infrastructure; and

WHEREAS, these Utility Service Regulations have been presented to and reviewed by neighborhood groups, local developers and various professional organizations; and

WHEREAS, it is the desire of the San Antonio Water System to adopt these Utility Service Regulations; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the San Antonio Water System Utility Service Regulations are approved and implemented by the consolidation of all former regulations governing the expansion of infrastructure development. The San Antonio Water System Utility Service Regulations are attached hereto as Attachment I and incorporated herein for all purposes.

2. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of
the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

3. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

4. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this the 18th day of February 2003.

ATTEST:

James M. Mayor, Chairman

J.J. Amaro, Secretary
RESOLUTION NO. 03-437

OF THE SAN ANTONIO WATER SYSTEM BOARD
OF TRUSTEES AMENDING THE UTILITY SERVICE
REGULATIONS, WATER, WASTEWATER AND
RECYCLED WATER, SECTION 15.12 IN ORDER TO
MODIFY THE VARIANCE PROCESS FROM THE
PAYMENT OF IMPACT FEES; FINDING THIS
RESOLUTION TO HAVE BEEN CONSIDERED
PURSUANT TO THE LAWS GOVERNING OPEN
MEETINGS; PROVIDING A SEVERABILITY
CLAUSE; AND ESTABLISHING AN EFFECTIVE
DATE

WHEREAS, the San Antonio Water System Board of Trustees (Board) approved the Utility Service Regulations, Water, Wastewater, and Recycled Water on February 18, 2003, pursuant to Board Resolution No. 03-033; and

WHEREAS, in March, 2003, the Board created a Special Committee comprised of Messrs. Amaro, Leonhard and Mitchell to hear specific variance requests and submit their recommendation to the full Board; and

WHEREAS, the Special Committee was formed to allow the requestor the opportunity to fully present his position in a less formal setting; and

WHEREAS, on October 21, 2003 the Board, pursuant to Board Resolution No. 03-354 created a permanent Variance Committee of the Board comprised of Messrs. Amaro, Leonhard, and Mitchell; and

WHEREAS, during its first meeting held November 20, 2003, the Variance Committee reviewed proposed changes to the Variance process from the payment of impact fees; and

WHEREAS, the San Antonio Water System Board of Trustees desires to amend the Utility Service Regulations, Water, Wastewater, and Recycled Water Section 15.12 in order to modify the Variance process from the payment of impact fees; now therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES:

1. That Section 15.12 of the Utility Service Regulations are hereby amended to modify the variance process from the payment of impact fees. Such amendments are attached hereto and incorporated herein verbatim for all purposes as Attachment I.
2. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

3. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

4. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 16th day of December, 2003.

[Signature]
James M Mayor, Chairman

ATTEST:

[Signature]
J.J. Amaro, Secretary
RESOLUTION NO. 04-105

OF THE SAN ANTONIO WATER SYSTEM BOARD
OF TRUSTEES AMENDING THE UTILITY SERVICE
REGULATIONS, WATER, WASTEWATER AND
RECYCLED WATER, SECTION 16 IN ORDER TO
INCORPORATE THE PROCEDURES RELATING TO
SEWER LATERAL INSPECTION ON THE EDWARDS
AQUIFER RECHARGE ZONE; FINDING THIS
RESOLUTION TO HAVE BEEN CONSIDERED
PURSUANT TO THE LAWS GOVERNING OPEN
MEETINGS; PROVIDING A SEVERABILITY
CLAUSE; AND ESTABLISHING AN EFFECTIVE
DATE

WHEREAS, the San Antonio Water System Board of Trustees (Board)
approved the Utility Service Regulations, Water, Wastewater, and Recycled Water on
February 18, 2003, pursuant to Board Resolution No. 03-033; and

WHEREAS, the City of San Antonio is revising and updating the Unified
Development Code (UDC); and

WHEREAS, as the UDC has been revised, portions of code have been
incorporated into the San Antonio Water System Utility Service Regulations; and

WHEREAS, the Edwards Aquifer Recharge Zone (EARZ) sewer lateral
inspection program procedures have been a part of the UDC; and

WHEREAS, it is appropriate that the EARZ sewer lateral inspection
program be incorporated into the Utility Service Regulations; and

WHEREAS, the incorporation of the EARZ sewer lateral inspection
program into the Utility Service Regulations does not change the procedures of the
program; and

WHEREAS, the San Antonio Water System Board of Trustees desires to
amend the Utility Service Regulations, Water, Wastewater, and Recycled Water Section 16
in order to incorporate the EARZ sewer lateral inspection program into the Regulations;
now therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES:

1. That Section 16 of the Utility Service Regulations is hereby amended to incorporate
the EARZ sewer lateral inspection program. Such amendments are attached hereto and
incorporated herein verbatim for all purposes as Attachment I.

2. It is officially found, determined and declared that the meeting at which this
resolution is adopted was open to the public, and that public notice of the time, place and
subject matter of the public business to be conducted at such meeting, including this
resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5,
Chapter 551, Government Code.

3. If any part, section, paragraph, sentence, phrase or word of this resolution is for any
reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or
limitation upon any general provision herein contained is held to be unconstitutional,
illegal, invalid or ineffectual, the remainder of this resolution shall nevertheless stand
effective and valid as if it had been enacted without the portion held to be unconstitutional,
illegal, invalid or ineffective.

4. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 16th day of March, 2004.

[Signature]
J. M. Mayor, Chairman

ATTEST:

[Signature]
Secretary
RESOLUTION NO. 04-160

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AMENDING THE UTILITY SERVICE REGULATIONS, CHAPTER 15, SECTION 15.9 TO CLARIFY THE TRANSFER AND USE OF IMPACT FEE CREDITS; FINDING THIS RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System Board of Trustees (Board) approved the Utility Service Regulations on February 18, 2003, pursuant to Board Resolution No. 03-033; and

WHEREAS, amendments to the Utility Service Regulations other than those relating to design standards require approval by the Board of Trustees; and

WHEREAS, the Utility Service Regulations in Chapter 15, Section 15.9 describe the allowable transfer and use of impact fee credits; and

WHEREAS, it is necessary to clarify in the Utility Service Regulations that impact fee credits earned for the construction of infrastructure specifically identified in the Capital Improvements Plan can be transferred to another developer and that impact fee credits may be used during the issuance of a permit for a service line installation; and

WHEREAS, the proposed amendment to the Utility Service Regulations (attachment I) clarifies that impact fee credits so earned can be transferred to another developer and that impact fee credits may be used during the issuance of a permit for a service line installation; and

WHEREAS, the San Antonio Water System Board of Trustees desires to amend the Utility Service Regulations Chapter 15, Section 15.9 in order clarify that impact fee credits so earned can be transferred to another developer and that impact fee credits may be used during the issuance of a permit for a service line installation; now therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD
OF TRUSTEES:

1. That Chapter 15, Section 15.9 of the Utility Service Regulations is hereby amended to clarify that impact fee credits earned for the construction of infrastructure specifically identified in the Capital Improvements Plan can be transferred to another developer and that impact fee credits may be used during the issuance of a permit for a service line installation. Such amendments are attached hereto and incorporated herein verbatim for all purposes as Attachment I.

2. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

3. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

4. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 20th day of April, 2004.

James M. Mayor, Chairman

ATTEST:

Salvadore M. Hernández, Secretary
OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING THE SAN ANTONIO WATER SYSTEM TO AMEND CHAPTER 15 SECTION 15.4.5.1 OF THE UTILITY SERVICE REGULATIONS TO ALLOW THE SAN ANTONIO WATER SYSTEM TO COLLECT WASTEWATER IMPACT FEES PRIOR TO PLAT RECORDATION IN THOSE AREAS WHERE THE SAN ANTONIO WATER SYSTEM IS NOT THE WATER PURVEYOR; FURTHER AUTHORIZING THE AMENDMENT OF CHAPTER 4, SECTION 4.8 OF THE UTILITY SERVICE REGULATIONS TO REQUIRE THE PAYMENT OF WASTEWATER IMPACT FEES PRIOR TO THE ACCEPTANCE OF WASTEWATER INFRASTRUCTURE IN THOSE AREAS WHERE THE SAN ANTONIO WATER SYSTEM IS NOT THE WATER PURVEYOR; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, V.T.C.A., Local Government Code § 395 et. seq., and San Antonio, Texas, Ordinance No. 94650, approved by the San Antonio City Council on September 27, 2001, allow a Developer Customer to pay impact fees at the time a building permit is issued, or at the time application is filed for an individual meter connection; and

WHEREAS, in accordance with such statute and ordinance, Chapter 15 Section 15.4.5.1 of the Utility Service Regulations (USR) of the San Antonio Water System (the “System”) allows a Developer Customer to elect to pay impact fees either before a plat is recorded, or at the time application is filed for individual meter connection; and

WHEREAS, the System provides sanitary sewer service in areas where water service is provided by other water purveyors; and

WHEREAS, based on the current Utility Service Regulations, the System has been unable to effectively collect wastewater impact fees in areas where the System is not the water purveyor; and

WHEREAS, the System’s Board of Trustees (“Board”) is charged with meeting all the requirements of Chapter 35 of the Local Government Code which includes both charging impact fees in a fair and equitable manner throughout its service areas as well as to allow a Developer Customer the opportunity to pay impact fees at the time application is filed for individual meter connection; and

RESOLUTION NO. 04-243

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING THE SAN ANTONIO WATER SYSTEM TO AMEND CHAPTER 15 SECTION 15.4.5.1 OF THE UTILITY SERVICE REGULATIONS TO ALLOW THE SAN ANTONIO WATER SYSTEM TO COLLECT WASTEWATER IMPACT FEES PRIOR TO PLAT RECORDATION IN THOSE AREAS WHERE THE SAN ANTONIO WATER SYSTEM IS NOT THE WATER PURVEYOR; FURTHER AUTHORIZING THE AMENDMENT OF CHAPTER 4, SECTION 4.8 OF THE UTILITY SERVICE REGULATIONS TO REQUIRE THE PAYMENT OF WASTEWATER IMPACT FEES PRIOR TO THE ACCEPTANCE OF WASTEWATER INFRASTRUCTURE IN THOSE AREAS WHERE THE SAN ANTONIO WATER SYSTEM IS NOT THE WATER PURVEYOR; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, V.T.C.A., Local Government Code § 395 et. seq., and San Antonio, Texas, Ordinance No. 94650, approved by the San Antonio City Council on September 27, 2001, allow a Developer Customer to pay impact fees at the time a building permit is issued, or at the time application is filed for an individual meter connection; and

WHEREAS, in accordance with such statute and ordinance, Chapter 15 Section 15.4.5.1 of the Utility Service Regulations (USR) of the San Antonio Water System (the “System”) allows a Developer Customer to elect to pay impact fees either before a plat is recorded, or at the time application is filed for individual meter connection; and

WHEREAS, the System provides sanitary sewer service in areas where water service is provided by other water purveyors; and

WHEREAS, based on the current Utility Service Regulations, the System has been unable to effectively collect wastewater impact fees in areas where the System is not the water purveyor; and

WHEREAS, the System’s Board of Trustees (“Board”) is charged with meeting all the requirements of Chapter 35 of the Local Government Code which includes both charging impact fees in a fair and equitable manner throughout its service areas as well as to allow a Developer Customer the opportunity to pay impact fees at the time application is filed for individual meter connection; and
WHEREAS, the Board finds that the proposed amendments which are the subject of this resolution meet such requirements; and

WHEREAS, it is necessary to amend Chapter 15 Section 15.4.5.1 of the System’s Utility Service Regulations to require payment of wastewater impact fees prior to plat recordation for properties where the System is not the water purveyor, unless the System is provided an acceptable instrument that guarantees fees will be paid prior to service connection; and

WHEREAS, the proposed amendment (attachment I) amends Chapter 15 Section 15.4.5.1 of the System’s Utility Service Regulations to require payment of wastewater impact fees prior to plat recordation for properties where the System is not the water purveyor, unless the System is provided an acceptable instrument that guarantees fees will be paid prior to service connection; and

WHEREAS, there are currently approximately 40 wastewater projects planned or under construction, in areas where the System is not the water purveyor, with approximately 3,216 equivalent dwelling units (EDUs), and the System has released the plats for recordation based on deferring the impact fees until the time of service connection; and

WHEREAS, this resolution amends Chapter 4 Section 4.8 of the Utility Service Regulations to require payment of wastewater impact fees prior to the System acceptance of the sewer system infrastructure for projects where the plat has been released for recordation and the System is not the water purveyor, unless the System is provided an acceptable instrument that guarantees fees will be paid prior to service connection; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to amend the Chapter 15 Section 15.4.5.1 of the Utility Service Regulations to require payment of wastewater impact fees prior to plat recordation for properties where the System is not the water purveyor or provide an acceptable instrument that guarantees fees will be paid prior to service connection; (ii) to amend Chapter 4 Section 4.8 of the Utility Service Regulations to require payment of wastewater impact fees prior to System acceptance of applicable infrastructure projects for plats released for recordation in those areas where System is not the water purveyor unless the System is provided an acceptable instrument that the impact fees will be paid; and (iii) to make the effective date of these amendments to the Utility Service Regulations to be August 2, 2004; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That Chapter 15 Section 15.4.5.1 of the Utility Service Regulations is hereby amended (attachment I) to require payment of wastewater impact fees prior to plat recordation for properties where the System is not the water purveyor, unless the System is provided an acceptable instrument that guarantees fees will be paid prior to service connection.
4. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

5. This resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED this 22 day of June, 2004.

[Signature]
James M. Mayor, Chairman

ATTEST

[Signature]
Salvadore M. Hernández, Secretary
RESOLUTION NO. 04-287

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AMENDING THE UTILITY SERVICE REGULATIONS, WATER, WASTEWATER AND RECYCLED WATER, SECTION 15.12 IN ORDER TO FURTHER MODIFY THE VARIANCE PROCESS FROM THE PAYMENT OF IMPACT FEES; FINDING THIS RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System Board of Trustees (Board) approved the Utility Service Regulations, Water, Wastewater, and Recycled Water on February 18, 2003, pursuant to Board Resolution No. 03-033; and

WHEREAS, on December 16, 2003 the Board modified Section 15.12 “Variances from the Payment of Impact Fees” to include review and recommendation to the Board by the Variance Sub-Committee of the Board for requests that are denied by the President/Chief Executive Officer and are appealed to the Board of Trustees; and

WHEREAS, the amendments adopted December 16, 2003 included a permissive appeal to the denial of a variance by the Board to the City Council of the City of San Antonio; and

WHEREAS, the types of variances reviewed by the Variance Sub-Committee and the Board are technical in nature and do not involve the application of formal City policies such as affordable housing and economic development; the Sub-Committee and Board are the most informed City officials to consider technical variances; and

WHEREAS, the deletion of the permissive language allowing a further appeal from the Board to the City Council would shorten both the process and the time period for a final determination; and

WHEREAS, the amendments adopted December 16, 2003 also included language setting out findings of fact to be made by the Variance Sub-Committee and the Board of Trustees; and

WHEREAS, it is appropriate that the findings reflect the nature of the facts upon which variances are to be granted; and

WHEREAS, the proposed amendments clarify the time period in which a variance can be requested, as well as the time period in which the variance will be heard by the Board; the term “full Board” is further clarified to read “Board”; and

WHEREAS, the San Antonio Water System Board of Trustees desires to amend the
Utility Service Regulations, Water, Wastewater, and Recycled Water Section 15.12 in order to further modify the variance process from the payment of impact fees; now therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That Section 15.12 of the Utility Service Regulations is hereby amended to further modify the variance process from the payment of impact fees. Such amendment is attached hereto and incorporated herein verbatim for all purposes as Attachment I.

2. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

3. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

4. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 20th day of July, 2004.

James M Mayor, Chairman

ATTEST:

Salvadore M. Hernández, Secretary
RESOLUTION NO. 07-257

OF THE SAN ANTONIO WATER SYSTEM BOARD OF
TRUSTEES APPROVING REVISIONS TO THE EXISTING
UTILITY SERVICE REGULATIONS; FINDING THE
RESOLUTION TO HAVE BEEN CONSIDERED
PURSUANT TO THE LAWS GOVERNING OPEN
MEETINGS; PROVIDING A SEVERABILITY CLAUSE;
AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the San Antonio Water System Board of Trustees (Board) approved
the Utility Service Regulations, Water, Wastewater, and Recycled Water on February 18, 2003,
pursuant to Board Resolution No. 03-033; and

WHEREAS, the Regulations have previously been amended on five occasions in
relation to impact fee variances, credits and deferments, and protection of the Edwards Aquifer
Recharge Zone; and

WHEREAS, the June 2006 update to the impact fee program necessitate change
within the regulations; and

WHEREAS, major changes to the regulations include:
- Updating the value for an equivalent dwelling unit
  - Water - 360 gal/day to 313 gal/day
  - Sewer - 300 gal/day to 240 gal/day
- Changing the local benefit impact fee program to a local benefit extension
  program
- Not requiring the payment of additional impact fees when changing from a
  master meter to multiple meters for established duplexes, triplexes and
  quadruplexes. Establishing criteria for satellite systems that address
  adequate water supply, fire flow, mitigation plans, and adequate well,
  storage and pump capacity.
- Affirming that all San Antonio Water System (the “System”) projects
  must comply with the COSA tree ordinance.
- Setting a definite effective date for water commitments and sewer
  contracts issued prior to Feb 18, 2003.
- Clarifying the customer’s responsibility concerning pressure reducing
  valves on water lines.
- Revising Pump and Haul requirements for wastewater.
- Specifying the State Plane Coordinate System for water facility drawings.
- Updating requirements for plugging abandoned wells.

WHEREAS, these Utility Service Regulations have been presented to and
reviewed by local Developers, engineers and various professional organizations; and
WHEREAS, the System received more than forty comments on the proposed revisions to the Regulations that, where feasible, were incorporated into the update; and

WHEREAS, it is the desire of the San Antonio Water System Board of Trustees to adopt these revisions to the Utility Service Regulations; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That these revisions to the San Antonio Water System Utility Service Regulations are approved and implemented. The San Antonio Water System Utility Service Regulations are attached hereto as Attachment 1 and incorporated herein for all purposes.

2. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

3. If any part, section, paragraph, sentence, phrase, or word of this resolution is held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

4. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this the 7th day of August 2007.

[Signature]
Alexander E. Briseño, Chairman

ATTEST:

[Signature]
Salvadore M. Hernández, Secretary
RESOLUTION NO. 09-024

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING REVISIONS TO THE EXISTING UTILITY SERVICE REGULATIONS TO INCORPORATE CLARIFICATIONS AND UPDATES RELATING TO FIRE AND IRRIGATION LINES CROSSING PROPERTY LINES, PUMP AND HAUL OPERATIONS OVER THE EDWARDS AQUIFER RECHARGE ZONE, THE EFFECTIVE DATE FOR TEXAS COMMISSION ON ENVIRONMENTAL QUALITY DESIGN CRITERIA FOR SEWERAGE SYSTEMS, PIPE THICKNESS SPECIFICATIONS TO REFLECT CHANGES IN SYSTEM CONSTRUCTION SPECIFICATIONS, PRO-RATA COLLECTION AND REFUNDS FOR MAIN EXTENSION CHARGES, AND CHARGE SCHEDULES TO REFLECT THE CHANGES TO THE PRO-RATA MAIN EXTENSIONS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System Board of Trustees approved the Utility Service Regulations (USR), Water, Wastewater, and Recycled Water on February 18, 2003, pursuant to Board Resolution No. 03-033; and

WHEREAS, the Regulations have previously been amended on seven occasions in relation to impact fee variances, credits and deferments, protection of the Edwards Aquifer Recharge Zone, and recognition of the special requirements associated with the Camp Bullis Awareness Zone; and

WHEREAS, the proposed changes to the USR include:

- Section 7.9, Private Fire Protection Service Lines, clarifies that each property required to install a private fire protection service line, must have a separate service line tap.

- Section 7.12, Irrigation Service Lines, clarifies that each property wanting an irrigation service, must have a separate service line tap, clarifies the number of meters allowed on a branched service line, and restricts the number of equivalent dwelling units EDU's on the branched line to not exceed the number of EDU's designated to the original service.
• Section 10.3.6 is revised to state that Pump and Haul Operations are prohibited over the Edwards Aquifer Recharge Zone per 30 TAC 213.

• Section 11.3 is revised to update the effective date for TCEQ Design Criteria for Sewerage Systems to September 2008.

• Section 11.3.2.5 is revised to include the Manning Formula.

• Section 11.3.3.2 is revised to change the minimum thickness for PVC pipe from SDR 35 to the thicker SDR 26 throughout the San Antonio Water System (the "System") service area.

• Sections 12.3 and 13.11 are revised to clarify the pro-rata collection and refund of main extension charges.

• Section 20.1 is revised to update charge schedules to reflect changes in sections 12.3 and 13.11, and

WHEREAS, the proposed changes to the USR have been submitted to stakeholder organizations and posted on the System website for comment. Comments received were incorporated into the proposed changes where possible; and

WHEREAS, it is the desire of the San Antonio Water System Board of Trustees desires (i) to adopt these changes to the Utility Service Regulations, and (ii) to authorize the President/Chief Executive Officer to adopt these changes to the Utility Service Regulations; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That these changes to the San Antonio Water System Utility Service Regulations are approved and implemented. The changes to the San Antonio Water System Utility Service Regulations are attached hereto as Attachment 1 and incorporated herein for all purposes.

2. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

3. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.
4. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 6th day of January, 2009.

[Signature]
Alexander E. Briseño, Chairman

ATTEST:

[Signature]
Salvadore M. Hernández, Secretary
RESOLUTION NO. 11-227

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AMENDING RESOLUTION NO. 03-083 APPROVING REVISIONS TO THE UTILITY SERVICE REGULATIONS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System Board of Trustees ("Board of Trustees") approved the Utility Service Regulations (USR), Water, Wastewater, and Recycled Water on February 18, 2003, pursuant to Board Resolution No. 03-033; and

WHEREAS, the Board of Trustees have previously approved amendments to the Regulations on eight occasions; and

WHEREAS, it is the desire of the San Antonio Water System Board of Trustees to adopt these changes to the Utility Service Regulations; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That these changes to the San Antonio Water System Utility Service Regulations are approved and implemented. The changes to the San Antonio Water System Utility Service Regulations are attached hereto as Attachment I and incorporated herein for all purposes.

2. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

3. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.
4. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 2nd day of August, 2011.

[Signature]
Alexander E. Briseño, Chairman

ATTEST:

[Signature]
Roberto Anguiano, Secretary
RESOLUTION NO. 12-514

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AMENDING RESOLUTION NO. 03-083 TO APPROVE REVISIONS TO THE UTILITY SERVICE REGULATIONS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System Board of Trustees ("Board of Trustees") approved the Utility Service Regulations (USR), Water, Wastewater, and Recycled Water on February 18, 2003, pursuant to Board Resolution No. 03-033; and

WHEREAS, the Board of Trustees have previously approved amendments to the Regulations on nine occasions; and

WHEREAS, the San Antonio Water System staff has proposed amendments to the USR that are outlined in Attachment I and include:

- Section 4.2, Authority. This proposed amendment states that the policies and procedures in the Utility Service Regulations apply to current and future customers of the District Special Project.

- Section 4.12, Landscape and Irrigation Restrictions. This proposed amendment states that no Developer Customer or other person may require or enforce a requirement that a specific percentage of a landscaped area have turf grass, or that a species of turf grass that does not have summer dormancy capabilities be used in a landscaped area, or that irrigation systems be installed, or that irrigation systems operate on a certain schedule, except that restrictions and requirements that are provided by ordinances adopted by the City of San Antonio will be required and enforced.

- Section 15.4.5.5, Impact Fees for Combination Meters. This proposed amendment states that due to the limitations on the available sizes of combination meters, customers requesting meters that provide both fire flow and domestic/commercial uses will be assessed impact fees based on historical or similar uses by other facilities, or on an engineering report by a professional engineer registered in Texas.

WHEREAS, it is the desire of the San Antonio Water System Board of Trustees to amend Resolution No. 03-083 to adopt the changes to the Utility Service Regulations that are outlined in Attachment I; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD
OF TRUSTEES:

1. That Resolution No. 08-08 is hereby amended to approve and implement the changes to
the San Antonio Water System Utility Service Regulations. The changes to the San Antonio
Water System Utility Service Regulations are attached hereto as Attachment I and incorporated
herein for all purposes.

2. It is officially found, determined and declared that the meeting at which this resolution is
adopted was open to the public, and that public notice of the time, place and subject matter of the
public business to be conducted at such meeting, including this resolution, was given to all as
required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

3. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any
reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or
limitation upon any general provision herein contained is held to be unconstitutional, illegal,
invalid or ineffective, the remainder of this resolution and all nevertheless stand effective and valid
as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or
ineffective.

4. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 4th day of December, 2012.

Berto Guerra, Jr., Chairman

ATTEST:

Roberto Anguiano, Secretary

Attachment:
1. USR with proposed changes
TO: San Antonio Water System Board of Trustees
FROM: Ashok S. Kaji, P.E., Director, Plants and Major Projects, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction
THROUGH: Robert R. Puente, President/Chief Executive Officer
SUBJECT: AWARD OF CONSTRUCTION CONTRACT FOR THE LEON CREEK WATER RECYCLING CENTER REHABILITATION AND PROCESS IMPROVEMENTS PROJECT

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $11,138,000.00 to Archer Western Construction, LLC, a local non-SMWB firm, in connection with the Leon Creek Water Recycling Center Rehabilitation and Process Improvements Project (the “project”). It also amends Resolution No. 13-309 by authorizing additional funds to Freese and Nichols, Inc., in an amount not to exceed $209,768.00 for related construction phase services.

- The 2014 Capital Improvement Program includes the construction funding for the project. The Leon Creek Water Recycling Center (WRC) was originally constructed in 1965. The Leon Creek WRC was expanded and subsequently re-rated to its permitted current capacity of 46 million gallons per day. Some of the infrastructure at the Leon Creek WRC is in need of upgrades and/or replacement.

- The project provides for improvements to various treatment units including the aeration basins, final clarifiers, and the disinfection system.

- The project scope includes:
  - Replacement of the aged membrane diffusers and corroded and leaking air piping in the aeration basins, installation of dissolved oxygen probes in the aeration basins for instant process monitoring and control, and automation of the aeration system based on process dissolved oxygen requirements.
  - Replacement of clarifier mechanisms in four and concrete repairs in two of the south side clarifiers, and resetting of the weirs in all the final clarifiers.
  - Replacement of the chlorination/de-chlorination analyzing systems, and automation of these systems to optimize chemical dosing based on flow pacing.
• Enclosing the aeration process blowers in a building for environmental protection and noise control.

• Associated civil, mechanical, structural, electrical, and instrumentation and controls work.

The Competitive Sealed Proposal procurement method was used to select the construction contractor. This method allows selection of a contractor on a “best value” method, rather than accepting the low bid exclusively. Archer Western Construction, LLC, submitted the best value and the most qualifying proposal for $11,138,000.00.

On November 18, 2013, the San Antonio Water System’s (the “System”) Board of Trustees adopted Resolution No. 13-309, which authorized a professional services contract with Freese and Nichols, Inc., in the amount of $625,000.00 to provide professional engineering design services in connection with the project.

The System’s staff will provide daily inspection and document support. Freese and Nichols, Inc., will provide additional construction phase services that will include additional construction progress meetings, observing critical field activities and construction coordination, and leading the start-up and commissioning upon completion of each construction phase. Required funding for these services is a not to exceed a fee of $209,768.00 which was not included in the original scope.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The construction expense of $11,138,000.00 and additional construction phase services of $209,768.00 for the total expenditure of $11,347,768.00 is included in the System’s Project Fund from the 2014 Capital Improvement Program, Wastewater Core Business, Treatment R&R, Leon Creek Water Recycling Center Rehabilitation and Process Improvements Project line item. The job number for this project is 13-6505.

**SUPPLEMENTARY COMMENTS:**

The System received four proposals from the following firms:
The contract allows 635 calendar days for the completion of the work.

Archer Western Construction, LLC, provided the best value to the System based on the following Evaluation Criteria:

- Background/Experience and Past Performance 30%
- Project Approach/Team Experience 10%
- Price 50%
- SMWB participation 10%

Archer Western Construction, LLC, has proposed to subcontract 7.28 percent of the work to SMWB firms.
Award of Construction Contract
Leon Creek WRC Rehabilitation and Process Improvements Project

Ashok S. Kaji, P.E.
Director
Plants and Major Projects

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE PROPOSAL OF ARCHER WESTERN CONSTRUCTION, LLC, IN THE AMOUNT OF $11,138,000.00 FOR THE CONSTRUCTION OF THE LEON CREEK WATER RECYCLING CENTER REHABILITATION AND PROCESS IMPROVEMENTS PROJECT; AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $11,138,000.00 TO ARCHER WESTERN CONSTRUCTION, LLC, FOR THE PROJECT WORK; AMENDING RESOLUTION NO. 13-309 BY AUTHORIZING ADDITIONAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $209,768.00 TO FREESE AND NICHOLS, INC., FOR CONSTRUCTION PHASE SERVICES; AUTHORIZING TOTAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $11,347,768.00 FROM THE SYSTEM'S PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DUTY APPOINTED DESIGNEE TO EXECUTE A CONTRACT WITH ARCHER WESTERN CONSTRUCTION, LLC, AND TO PAY ARCHER WESTERN CONSTRUCTION, LLC, THE AMOUNT OF $11,138,000.00 FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DUTY APPOINTED DESIGNEE TO PAY AN ADDITIONAL AMOUNT NOT TO EXCEED $209,768.00 TO FREESE AND NICHOLS, INC., FOR THE CONSTRUCTION PHASE SERVICES; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the 2014 Capital Improvement Program includes the construction funding for the Leon Creek Water Recycling Center Rehabilitation and Process Improvements Project (the “project”). The Leon Creek Water Recycling Center (WRC) was originally constructed in 1965. The Leon Creek WRC was expanded and subsequently re-rated to its permitted current capacity of 46 million gallons per day. Some of the infrastructure at the Leon Creek WRC is in need of upgrades and/or replacement; and

WHEREAS, the project scope includes replacement of the aged membrane diffusers and corroded and leaking air piping in the aeration basins, installation of dissolved oxygen probes in the aeration basins for instant process monitoring and control, and automation of the aeration system based on process dissolved oxygen requirements; replacement of clarifier mechanisms in four and concrete repairs in two of the south side clarifiers, and resetting of the
weirs in all the final clarifiers; replacement of the chlorination/de-chlorination analyzing systems, and automation of these systems to optimize chemical dosing based on flow pacing; enclosing the aeration process blowers in a building for environmental protection and noise control; and associated civil, mechanical, structural, electrical, and instrumentation and controls work; and

WHEREAS, the Competitive Sealed Proposal procurement method was used to select the construction contractor. This method allows selection of a contractor on a “best value” method, instead of a low bid method; and

WHEREAS, a Competitive Sealed Proposal for the Leon Creek Water Recycling Center Rehabilitation and Process Improvements Project was advertised, and Archer Western Construction, LLC, a local non-SMWB firm, submitted the best value and the most qualifying proposal for $11,138,000.00; and

WHEREAS, on November 18, 2013, the System’s Board of Trustees adopted Resolution No. 13-309, which authorized a professional services contract with Freese and Nichols, Inc., in the amount of $625,000.00 to provide professional engineering design services in connection with the project; and

WHEREAS, the System’s staff will provide daily inspections and document support. Freese and Nichols, Inc., will provide additional construction phase services that will include additional construction progress meetings, observing critical field activities, construction coordination, and leading the start-up and commissioning upon completion of each construction phase. Required funding for these services is $209,768.00, which was not funded in the original scope; and

WHEREAS, the San Antonio Water System’s Board of Trustees desires (i) to accept the proposal of Archer Western Construction, LLC, for a construction contract in the amount of $11,138,000.00 for the project work in connection with the Leon Creek Water Recycling Center Rehabilitation and Process Improvements Project, (ii) to award a construction contract in the amount of $11,138,000.00 to Archer Western Construction, LLC, for the project work, (iii) to authorize System funds in an amount not to exceed $11,138,000.00 for the project work, (iv) to amend Resolution No. 13-309 by authorizing additional funds to Freese and Nichols, Inc., in the amount not to exceed $209,768.00 for related construction phase services, (v) to make available a total amount not to exceed $11,347,768.00 from the System’s Project Fund for the project work and additional related construction phase services, (vi) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a contract with Archer Western Construction, LLC, and to pay the amount of $11,138,000.00 for the project work, and (vii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay an amount not to exceed $209,768.00 to Freese and Nichols, Inc., for related construction phase services; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the proposal of Archer Western Construction, LLC, in the amount of $11,138,000.00 for the project work in connection with the Leon Creek Water Recycling Center Rehabilitation and Process Improvements Project is hereby accepted.

2. That a construction contract in the amount of $11,138,000.00 for the project work is hereby awarded to Archer Western Construction, LLC.

3. That the expenditure of System funds in the amount of $11,138,000.00 for the project work is hereby authorized and approved.

4. That Resolution No. 13-309 with Freese and Nichols, Inc., is hereby amended by authorizing additional expenditures for construction phase services in an amount not to exceed $209,768.00 from the previous funding authorization of $625,000.00 to a total authorization of $834,768.00.

5. That a total sum not to exceed $11,347,768.00 for the project work and construction phase services is hereby made available, and is to be expended from the System’s Project Fund.

6. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a standard contract for general construction with Archer Western Construction, LLC, for the project work, and to pay the amount of $11,138,000.00 to Archer Western Construction, LLC, for the project work in connection with the Leon Creek Water Recycling Center Rehabilitation and Process Improvements Project.

7. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay to Freese and Nichols, Inc., an additional amount not to exceed $209,768.00 for construction phase services in connection with the Leon Creek Water Recycling Center Rehabilitation and Process Improvements Project.

8. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

9. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.
10. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

__________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees

FROM: Ashok S. Kaji, P.E., Director, Plants and Major Projects, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AUTHORIZATION CONCERNING THE DISTRICT SPECIAL PROJECT FOR AWARD OF A CONSTRUCTION CONTRACT FOR THE CLAYTON TANK REPLACEMENT PROJECT

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution relates to the District Special Project (DSP) and awards a construction contract in the amount of $4,212,500.00 to Lambda Construction I, Ltd., a local, SBE firm, in connection with the Clayton Tank Replacement Project (the “project”).

- The 2015 Capital Improvement Program includes the construction funding for the Clayton Tank Replacement Project. This project will perform improvements at Somerset Pump Station, located at 19260 Somerset Road and the demolition at Clayton Elevated Tank site, located at 19865 Clayton Street, both within the City of Somerset, Texas in southwest Bexar County.

- Based on a Master Planning study of the entire DSP southeast service area, a new larger tank is required to increase the reliability of water service for the customers in the City of Somerset and to the far southeast service area. The new tank would replace both the existing Clayton elevated and ground storage tanks, and the existing ground storage tank at Somerset Pump Station facility. The new tank would be located at the existing Somerset Pump Station facility.

- On July 1, 2014, the San Antonio Water System’s (the “System”) Board of Trustees adopted Resolution No. 14-170, which authorized a professional services contract with Garza EMC, LLC, (aka GarzaBury, LLC) in the amount of $425,000.00 to provide professional engineering design services in connection with the project.

- Work at Somerset Pump Station will consist of the installation of a new 1.5 million gallon ground water storage tank, and demolition of the existing 300,000 gallon GST; a pressure reducing valve assembly to connect to the Water Resources Integration Program pipeline; replacing yard piping and valves; installation of new control valves; installation of a new chemical system and building; upgrades to existing Supervisory Control And Data Acquisition (SCADA) System controls and instrumentation; provide new security
equipment, and civil site improvements.

- Work at Clayton Tank Site will consist of the removal of a 100,000 gallon steel elevated storage tank and a 50,000 gallon steel ground storage tank, removal of underground and above ground piping and fittings, provide grading and site fencing improvements, plug and cap three existing water wells, and other site improvements to restore the site to near natural condition.

- The Competitive Sealed Proposal procurement method was used to select the construction contractor. This method allows selection of a contractor on a “best value” method, instead of a low bid method. Lambda Construction I, Ltd., submitted the best value and the most qualifying proposal for $4,212,500.00

System staff will provide daily construction inspections. The design engineer, Garza EMC, LLC, (aka GarzaBury, LLC) will provide SCADA and start up services.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The construction expense of $4,212,500.00 will be funded by the DSP’s Project Fund in the 2015 District Special Project Capital Improvement Program, Production Category, Clayton Tank Replacement Project. The project job number is 14-6101.

**SUPPLEMENTARY COMMENTS:**

The System received proposals from the following companies:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BEST VALUE SCORE</th>
<th>PRICE</th>
<th>LOCAL/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lambda Construction I, Ltd*</td>
<td>95.26</td>
<td>$4,212,500.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>MGC Contractors, Inc</td>
<td>89.95</td>
<td>$4,307,000.00</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Archer Western Construction, LLC</td>
<td>86.18</td>
<td>$4,097,000.00</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Garney Companies, Inc.</td>
<td>66.60</td>
<td>$5,138,000.00</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>*Engineer’s Estimate</td>
<td></td>
<td>$4,525,000.00</td>
<td></td>
</tr>
</tbody>
</table>

*Best Value Proposal

The contract allows 425 calendar days for the completion of the work.
Lambda Construction I, Ltd., provided the best value to the System based on the following Evaluation Criteria:

- Background/Experience and Past Performance: 30%
- Project Approach and Team Experience: 10%
- Price: 50%
- SMWB participation: 10%

Lambda Construction I, Ltd., has proposed to subcontract 48.25 percent of the work to SMWB firms.

### DSP Clayton Tank Replacement Project

**LAMBDA CONSTRUCTION I, LTD.**

**SMWB ANALYSIS – BOARD AWARD**

<table>
<thead>
<tr>
<th>Category</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>40.65%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – Asian</td>
<td>0.71%</td>
</tr>
<tr>
<td>MBE – Hispanic</td>
<td>3.22%</td>
</tr>
<tr>
<td>MBE – Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE – Minority</td>
<td>0.30%</td>
</tr>
<tr>
<td>WBE – Non-Minority</td>
<td>3.37%</td>
</tr>
<tr>
<td><strong>SMWB Total</strong></td>
<td><strong>48.25%</strong></td>
</tr>
</tbody>
</table>

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**Ashok S. Kaji, P.E.**
Director
Plants and Major Projects

**Genoveva G. Gomez, P.E.**
Vice President
Engineering and Construction

**APPROVED:**

**Robert R. Puente**
President/Chief Executive Officer

**Attachments:**
1. Project Area Map
2. Project Site Map
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, CONCERNING THE DISTRICT SPECIAL PROJECT, ACCEPTING THE PROPOSAL OF LAMBDA CONSTRUCTION I, LTD., IN THE AMOUNT OF $4,212,500.00 IN CONNECTION WITH THE CLAYTON TANK REPLACEMENT PROJECT; AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $4,212,500.00 TO LAMBDA CONSTRUCTION I, LTD., FOR THE PROJECT WORK; AUTHORIZING THE EXPENDITURES OF FUNDS IN THE AMOUNT OF $4,212,500.00 FOR THE PROJECT WORK FROM THE DSP’S PROJECT FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONTRACT WITH LAMBDA CONSTRUCTION I, LTD., AND TO PAY $4,212,500.00, FOR THE DSP’S OBLIGATIONS UNDER THE TERMS OF THE AGREEMENT THE AMOUNT OF $4,212,500.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System’s (the “System”) District Special Project (the “DSP”) was created by the City Council of the City of San Antonio on October 20, 2011, pursuant to Ordinance No. 2011-10-20-0845, and this action is related to, and consistent with, that Ordinance; and

WHEREAS, the 2015 Capital Improvement Program includes the construction funding for the Clayton Tank Replacement Project. This project will perform improvements at Somerset Pump Station, located at 19260 Somerset Road and the demolition at Clayton Elevated Tank site, located at 19865 Clayton Street, both within the City of Somerset, Texas in southwest Bexar County; and

WHEREAS, based on a Master Planning study of the entire DSP southeast service area, a new larger tank is required to increase the reliability of water service for the customers in the City of Somerset and to the far southeast service area. The new tank would replace both the existing Clayton elevated and ground storage tanks and the existing ground storage tank at Somerset Pump Station facility. The new tank would be located at the existing Somerset Pump Station facility; and
WHEREAS, On July 1, 2014, the System’s Board of Trustees adopted Resolution No. 14-170, which authorized a professional services contract with Garza EMC, LLC, (aka GarzaBury, LLC) in the amount of $425,000.00 to provide professional engineering design services in connection with the project; and

WHEREAS, work at Somerset Pump Station will consist of the installation of a new 1.5 million gallon ground water storage tank, and demolition of the existing 300,000 gallon GST, a pressure reducing valve assembly to connect to the Water Resources Integration Program pipeline, replacing yard piping and valves, installation of new control valves, installation of a new chemical system and building, upgrades to existing Supervisory Control And Data Acquisition System controls and instrumentation, provide new security equipment, and civil site improvements; and

WHEREAS, work at Clayton Tank Site will consist of the removal of a 100,000 gallon steel elevated storage tank and a 50,000 gallon steel ground storage tank, removal of underground and above ground piping and fittings, provide grading and site fencing improvements, plug and cap three existing water wells, and other site improvements to restore the site to near natural condition; and

WHEREAS, the Competitive Sealed Proposal procurement method was used to select the construction contractor. This method allows selection of a contractor on a “best value” method, instead of a low bid method; and

WHEREAS, a Competitive Sealed Proposal for the Clayton Tank replacement Project was advertised and Lambda Construction I, Ltd., submitted the best value and the most qualifying proposal of $4,212,500.00; and

WHEREAS, the San Antonio Water System’s Board of Trustees desires (i) to accept the bid of Lambda Construction I, Ltd., for a construction contract in the amount of $4,212,500.00 in connection with the Clayton Tank Replacement Project, (ii) to award a construction contract in the total amount of $4,212,500.00 to Lambda Construction I, Ltd., in connection with the Clayton Tank Replacement Project, (iii) to approve the expenditure of funds in the amount of $4,212,500.00 for the project work, (iv) to make available a total amount of $4,212,500.00 from the DSP’s Project Fund for the project work, and (v) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a contract with Lambda Construction I, Ltd., and to pay Lambda Construction I, Ltd., the amount of $4,212,500.00 for the project work; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES CONCERNING THE DISTRICT SPECIAL PROJECT:

1. That the proposal of Lambda Construction I, Ltd., in the amount of $4,212,500.00 for the project work in connection with the Clayton Tank Replacement Project is hereby accepted.
2. That the construction contract in the amount of $4,212,500.00 for the project work is hereby awarded to Lambda Construction I, Ltd.

3. That the expenditure of funds in the amount of $4,212,500.00 for the project work is hereby approved.

4. That a total sum not to exceed $4,212,500.00 for the project work is hereby made available and is to be expended from the DSP’s Project Fund.

5. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a standard contract for general construction with Lambda Construction I, Ltd. for the project work and to pay the amount of $4,212,500.00 to Lambda Construction I, Ltd. for the project work in connection with the Clayton Tank Replacement Project.

6. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including this resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

7. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

8. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED the 9th day of February, 2016.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees

FROM: Ashok S. Kaji, P.E., Director, Plants and Major Projects, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction

THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AWARD OF PROFESSIONAL SERVICES CONTRACT FOR THE WURZBACH PUMP STATION IMPROVEMENTS PROJECT

Board Action Date: February 9, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Grubb Engineering, Inc., a WBE-Caucasian firm, with a local office, and authorizes funds in the amount of $1,424,056.00 for the Wurzbach Pump Station Improvements Project (the “project”).

- The San Antonio Water System (the “System”) has established a multi-year program to rehabilitate and upgrade aging pump stations to comply with the Texas Commission on environmental quality requirements, the American Water Works Association, the Occupational Safety and Health Administration standards, Fire Codes, and the National Electric Code.

- For 2015, the design for rehabilitation and upgrade of the Wurzbach Pump Station is programmed in the budget. This facility is located at 6111 Wurzbach Road, in the City of Leon Valley. The facility is a primary production station for the System serving the northwestern and northern service areas along Loop 410.

- This primary pump station was built in 1963. An addition was made around 1985. The electrical equipment is original. This project will replace all primary medium voltage switchgear, the motor control center, associated high service and well pump controls, duct banks, and related infrastructure requirements.

- A Request for Qualifications was issued on November 24, 2014, for professional services for this project and five interest statements were received by the System for the project. Grubb Engineering, Inc. was selected through the Architect and Engineer Selection Process.

- Basic services to be provided include civil, mechanical, electrical, instrumentation and control, structural, preparation of design plans and specifications, assistance during construction including review of shop drawings and periodic field inspections and construction inspection services for instrumentation, control, and start-up project work. Basic services will be provided for a lump sum amount of $1,329,553.00.
• Supplemental services include surveying, geotechnical, special field inspections and start-up services, necessary permitting, subsurface utility locating services, plant operation, maintenance manual updates, and related services. Supplement and related services will be provided for an amount not to exceed $94,503.00.

• Grubb Engineering, Inc. will provide professional services for this project for the negotiated not to exceed amount of $1,424,056.00. The estimated construction cost is $12.3 million.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The project is budgeted in the 2015 Capital Improvements Program, Water Delivery Core Business, Production R&R category Wurzbach Pump Station Improvements Project. The job number for this project is 15-6003. The Project Fund will finance the amount not to exceed $1,424,056.00.

**SUPPLEMENTARY COMMENTS:**

The five firms that provided interest statements for this project are listed below:

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>LOCAL/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arredondo, Zepeda &amp; Brunz, LLC</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>CP&amp;Y, Inc.</td>
<td>Local/MBE-Asian</td>
</tr>
<tr>
<td>Freese and Nichols, Inc.</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td><strong>Grubb Engineering, Inc.</strong>*</td>
<td><strong>Local/WBE-Caucasian</strong></td>
</tr>
<tr>
<td>Taerang Engineering USA, LLC</td>
<td>Local/Non-SMWB</td>
</tr>
</tbody>
</table>

* Selected Firm
Grubb Engineering, Inc. proposed to use the following subconsultants on this contract:

<table>
<thead>
<tr>
<th>NAME OF FIRM</th>
<th>PERCENT OF FEE</th>
<th>LOCAL/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kimley-Horn and Associates, Inc.</td>
<td>20.00%</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Arcadis U.S., Inc.</td>
<td>5.00%</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Structural Engineering Associates, Inc.</td>
<td>5.00%</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Rehler Vaughn &amp; Koone, Inc., dba RVK, Inc.</td>
<td>5.00%</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Alderson &amp; Associates</td>
<td>3.00%</td>
<td>Local/WBE-Caucasian</td>
</tr>
<tr>
<td>Underground Services dba SoftDig</td>
<td>2.00%</td>
<td>Local/SBE</td>
</tr>
</tbody>
</table>

SMWB participation for selected firm is 70 percent, which includes the prime consultant and all SMWB subconsultants:

<table>
<thead>
<tr>
<th>Wurzbach Pump Stations Improvements Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wurzbach Pump Stations Improvements Project</td>
</tr>
<tr>
<td>GRUBB ENGINEERING, INC.</td>
</tr>
<tr>
<td>SMWB ANALYSIS - BOARD AWARD</td>
</tr>
<tr>
<td>SBE</td>
</tr>
<tr>
<td>MBE - African American</td>
</tr>
<tr>
<td>MBE - Asian</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
</tr>
<tr>
<td>MBE - Other</td>
</tr>
<tr>
<td>WBE - Minority</td>
</tr>
<tr>
<td>WBE - Non-Minority</td>
</tr>
<tr>
<td>SMWB Total</td>
</tr>
</tbody>
</table>

Ashok S. Kaji, P.E.
Director
Plants and Major Projects

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Map
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE PROPOSAL OF GRUBB ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED $1,424,056.00 FOR THE WURZBACH PUMP STATION IMPROVEMENTS PROJECT; AWARDING A PROFESSIONAL SERVICES CONTRACT TO GRUBB ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED $1,424,056.00 IN CONNECTION WITH THIS PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $1,424,056.00 FROM THE SYSTEM’S PROJECT FUND FOR PROJECT ENGINEERING SERVICES IN CONNECTION WITH THIS PROJECT; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH GRUBB ENGINEERING, INC. AND TO PAY GRUBB ENGINEERING, INC. IN AN AMOUNT NOT TO EXCEED $1,424,056.00 FOR PROJECT ENGINEERING SERVICES IN CONNECTION WITH THIS PROJECT; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) has established a multi-year program to rehabilitate and upgrade aging pump stations to comply with the Texas Commission on Environmental Quality requirements, the American Water Works Association, the Occupational Safety and Health Administration standards, Fire Codes, and the National Electric Code; and

WHEREAS, for 2015 the design for rehabilitation and upgrade of the Wurzbach Pump Station is programmed in the budget. This facility is located at 6111 Wurzbach Road, in the City of Leon Valley. The facility is a primary production station for the System serving the northwestern and northern service areas along Loop 410; and

WHEREAS, this primary pump station was built in 1963 with an addition made in 1985. The electrical equipment is original; and

WHEREAS, this project, will replace all primary medium voltage switchgear, the motor control center, associated high service and well pump controls, duct banks and related infrastructure requirements; and
WHEREAS, the System requires professional services (the “project engineering work”) for the design of the Wurzbach Pump Station Improvements Project (“the project”); and

WHEREAS, the System has solicited proposals for the required project engineering work in connection with the project; and

WHEREAS, the System’s Architect and Engineer Selection Committee has selected Grubb Engineering, Inc. to provide the necessary project engineering work for the project; and

WHEREAS, Grubb Engineering, Inc. has submitted a proposal in an amount not to exceed $1,424,056.00 to provide the required project engineering work in connection with the project; and

WHEREAS, Grubb Engineering, Inc. has been determined to be the most highly qualified provider of these engineering services on the basis of demonstrated competence and qualifications and at a fair and reasonable price; and

WHEREAS, System funds in an amount not to exceed $1,424,056.00 are required for the project engineering work; and

WHEREAS, the required amount not to exceed $1,424,056.00 is available from the System’s Project Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept the proposal of Grubb Engineering, Inc. for the project engineering work in connection with the Wurzbach Pump Station Improvements Project, (ii) to award a professional engineering services contract to Grubb Engineering, Inc. in an amount not to exceed $1,424,056.00 for the project engineering work, (iii) to authorize the expenditure of System funds in an amount not to exceed $1,424,056.00 for the project engineering work, (iv) to make available a total amount not to exceed $1,424,056.00 from the System’s Project Fund for the project engineering work, and (v) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a professional services contract with Grubb Engineering, Inc. for the project engineering work, and further to pay an amount not to exceed $1,424,056.00 to Grubb Engineering, Inc. for the project engineering work in connection with this project; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the proposal of Grubb Engineering, Inc. for the project engineering work in connection with the Wurzbach Pump Station Improvements Project is hereby accepted.

2. That a professional services contract in an amount not to exceed $1,424,056.00 is hereby awarded to Grubb Engineering, Inc. for the project engineering work in connection with this project.
3. That the expenditure of System funds in an amount not to exceed $1,424,056.00 for the project engineering work is hereby approved.

4. That an amount not to exceed $1,424,056.00 for the project engineering work is hereby made available, and is to be expended from the System’s Project Fund.

5. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a standard professional services contract for architect/engineering services with Grubb Engineering, Inc. and to pay an amount not to exceed $1,424,056.00 to Grubb Engineering, Inc. for the project engineering work in connection with this project.

6. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place, and subject matter of the public business to be conducted at such meeting, including the resolution, was given to all as required by the Texas Codes Annotated, as amended, Title 5, Chapter 551, Government Code.

7. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative, or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless stand effective and valid as if it had been enacted without the portion held to be unconstitutional, illegal, invalid or ineffective.

8. This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 9th day of February, 2016.

_________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_________________________________________
Ernesto Arrellano, Jr., Secretary