AGENDA

MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
October 4, 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 August 2, 2016.


5. Public Comment.

SAN ANTONIO WATER SYSTEM
HANDICAPPED ACCESSIBILITY STATEMENT
The San Antonio Water System Buildings and Meeting Rooms are accessible to individuals with disabilities. Accessible visitor parking spaces as well as the accessible entrance and ramp are located at the west side main entrance of the SAWS Headquarters Building, Tower L, 2800 U. S. Highway 281 North. Individuals with disabilities in need of auxiliary aids and services, including Deaf interpreters, must request such aids and services forty-eight (48) hours prior to the meeting. For assistance, contact the Board Administrator at 210-233-3690 or 711 (Texas Relay Service for the Deaf).
CONSENT AGENDA ITEMS

Items 6 – 19

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 Xylem Water Solutions to provide: purchase of a submersible non-clog sewage pump for the Medio Creek Water Recycling Center, Bid No. 16-16075A, for a total of $59,592.12.

2. Approving a one-time purchase from Halifax Security, Inc. to provide: purchase of security cameras, video recorders and accessories for maintenance, repair, replacement and improvement of existing equipment, Bid No. 16-16085, for a total of $100,780.00.

3. Approving a one-time purchase from Equipment Depot to provide: purchase of three forklifts with pneumatic tires 10,000 capacity, Bid No. 16-16091, for a total of $125,970.00.

4. Approving a one-time purchase from RDO Equipment to provide: purchase of one crawler dozer, Bid No. 16-16094, for a total of $157,956.82.

5. Approving a one-time purchase from JCB of South Texas to provide: purchase of one four-wheel-drive rubber tire, articulated loader (4 cubic yard), Bid No. 16-16092, for a total of $179,364.67.

6. Approving a one-time purchase from Hobas Pipe USA to provide: purchase of 36-inch fiberglass reinforced sewer pipe (SN-46), Bid No. 16-16090, for a total of $562,900.00.

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 of Verizon to provide: annual contract for private IP network support, Bid No. 16-16103, for a total of $60,394.68.

2. Acceptance of the bid of U.S. Peroxide, LLC to provide: annual contract for 50% hydrogen peroxide solution, Bid No. 16-0421, for a total of $510,400.00.

3. Acceptance of the bid of Gerloff Company, Inc. to provide: annual contract for sewer backup response services, Bid No. 16-16009, for a total of $69,762.38.
4. Authorizing the extension of an existing contract of BFI Waste Systems of North America, LLC to provide: annual contract for landfilling of biosolids, Bid No. 10-0791, for a total of $2,828,314.52.

5. Authorizing the extension of an existing contract of Bio-Aquatic Testing, Inc. to provide: annual contract for biomonitoring analytical services, Bid No. 13-3014, for a total of $55,845.00.

6. Authorizing the extension of an existing contract of Compact Construction Equipment dba Bobcat of San Antonio to provide: annual contract for Melroe-Clark Bobcat parts and service, Bid No. 14-0199, for a total of $71,420.19.

7. Authorizing the extension of an existing contract of Xerox Corporation to provide: annual contract for Xerox printer toner supplies, Bid No. 15-1318, for a total of $56,140.00.

8. Authorizing the extension of an existing contract of HD Supply Waterworks, Ltd. to provide: annual contract for copper tubing size HDPE DR-9 pipe, Bid No. 14-1417, for a total of $66,837.10.

9. Authorizing additional funding to an existing contract of J.R.’s Plumbing to provide: annual contract for plumbing contractors for the Plumber to People and Conservation Make Over Program, Bid No. 14-1165, for a total of $69,950.00.

10. Acceptance of the bid of Austin Armature Works to provide: annual contract for wastewater submersible pump unit repair services, Bid No. 16-5053, for a total of $666,850.00.

11. Rescinding the award of the contract from Praxair Distribution to provide: annual contract for liquid carbon dioxide (99.5%), Bid No. 16-16057A, for a total return of ($313,707.60). Approved on August 2, 2016 by Board Resolution No. 16-180, Item 6.B.5.

12. Acceptance of the bid of Airgas USA, LLC to provide: annual contract for liquid carbon dioxide (99.5%), Bid No. 16-16057A, for a total of $348,564.00.

13. Authorizing the extension of an existing sole source contract of CalAmp Radio Satellite Integrators to provide: annual contract for GPS tracking system monitoring, Bid No. 16-16030, for a total of $78,080.00.

CAPITAL IMPROVEMENT CONTRACTS
PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY
Water and Sewer Line Improvements

7. A Resolution approving Recapitulation Change Order No. 16 in an decreased amount of $119,520.57 to be credited to the construction contract with MGC Contractors, Inc.
in connection with the Crescent Park Booster Station Project; authorizing the return of funds in the amount of $119,520.57 and the construction contingency balance of $2,295.89 for a total amount of $121,816.46. Total decreased amount: $121,816.46. (GENOVEVA GOMEZ – KATHLEEN PRICE)

Production, Transmission and Treatment Improvements

8. A Resolution approving Change Order No. 7 in the amount not to exceed $684,056.00 to the construction contract with Archer Western Construction, LLC in connection with the Water Resources Integration Program Old Pearsall Road Pump Station Phase 1 Project. Total expenditures: $684,056.00. (GENOVEVA GOMEZ – ANDREA BEYMER)

9. A Resolution approving Contract Amendment No. 8 in the amount not to exceed $272,724.00 to the professional services contract with Black & Veatch Corporation in connection with the Water Resources Integration Program, Project 2: Pump Station Project. Total expenditures: $272,724.00. (GENOVEVA GOMEZ – ANDREA BEYMER)

REPLACEMENT AND ADJUSTMENT PROJECTS

Governmental Relocations and Replacements

10. A Resolution approving the expenditure of funds in the amount of $135,259.25 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2016-2017 Task Order Contract for Miscellaneous Construction Projects Package 1. Total expenditures: $135,259.25. (GENOVEVA GOMEZ – KATHLEEN PRICE)

11. A Resolution approving the expenditure of funds in the amount of $61,250.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2016-2017 Task Order Contract for Federally Funded Projects Package 3. Total expenditures: $61,250.00. (GENOVEVA GOMEZ – KATHLEEN PRICE)

12. A Resolution approving the expenditure of funds in the amount of $249,621.38 for the street concrete pavement of South Alamo Street by the City of San Antonio in connection with the Central Watershed Sewer Relief Line (C-01) Project. Total expenditures: $249,621.38. (GENOVEVA GOMEZ – KATHLEEN PRICE)

13. A Resolution approving an Interlocal Agreement with Bexar County; approving the expenditures of funds in the amount of $121,556.71 for the adjustment of water and sewer facilities by Bexar County in connection with the French Creek Trib NWWC LC-23 Project. Total expenditures: $121,556.71. (GENOVEVA GOMEZ – KATHLEEN PRICE)

14. A Resolution approving an Interlocal Agreement with Bexar County; approving the expenditures of funds in the amount of $1,190,065.25 for the adjustment of water and sewer facilities by Bexar County in connection with the Perrin Beitel Bridge Expansion (SC-9) Project. Total expenditures: $1,190,065.25. (GENOVEVA GOMEZ – KATHLEEN PRICE)
EASEMENT AND REAL PROPERTY

15. A Resolution approving a settlement and authorizing acceptance of a $375,000.00 overage payment to the San Antonio Water System in settlement of litigation between the System and Lin Indrio, Inc., et al, in connection with the acquisition of two permanent waterline easements being approximately 2.874 acres in the aggregate located along Cagnon Road, at Spurs Ranch Road, north of Hwy 90 in San Antonio, Bexar County, Texas, owned by Lin Indrio, Inc., for the Water Resources Integration Program, Project I, Segment III; authorizing the System’s counsel to take all necessary steps to conclude the litigation in accordance with the terms of the settlement and take all necessary or advisable action in furtherance of same. Total amount returned: $375,000.00. (NANCY BELINSKY – BRUCE HABY)

MISCELLANEOUS ITEMS

16. A Resolution awarding a professional services contract to Arcadis, Inc. in an amount not to exceed $100,000.00 for a three-year period in connection with Water Quality Consultant Services. Total expenditures: $100,000.00. (STEVE CLOUSE – SCOTT HALTY)


18. A Resolution approving an Interlocal Agreement with the City of Selma to provide sewer billing services. (MARY BAILEY)

19. 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>Pantheon Way Tract</td>
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<td>BCB Commons Tract</td>
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<td>Tacara Stone Oak Commercial</td>
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| Totals | 182.34 | 1,047 | 973 |
20. PUBLIC HEARING: 2017 ANNUAL BUDGET
   A. Public Hearing Briefing (MARY BAILEY)
   B. Public Hearing on the Annual Budget for the San Antonio Water System for the Fiscal Year ending December 31, 2017 and proposed rate adjustments.

ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

   Developer Customer Contracts

21. A Resolution approving the San Antonio Water System to prepare and enter into a Settlement Agreement with the Cibolo Valley Partners, LLC and the South Central Water Company to allow the South Central Water Company to serve the area within Comal County bounded by the Cibolo Valley Ranch Tract and currently within the System’s Certificate of Convenience and Necessity (CCN); recommending the City of San Antonio to consent to the South Central Water Company’s CCN application for the area within Comal County bounded by the Cibolo Valley Ranch Tract from the System’s wastewater CCN. (GENOVEVA GOMEZ – SAM MILLS)

   Water and Sewer Line Improvements

22. A Resolution awarding a construction contract to Insituform Technologies, LLC in an amount not to exceed $2,572,870.00 in connection with the San Antonio River Outfall – Project 2A. Total expenditures: $2,572,870.00. (GENOVEVA GOMEZ – KATHLEEN PRICE)

MISCELLANEOUS ITEMS

23. A Resolution awarding a professional services contract to Pure Technologies U.S., Inc. in an amount not to exceed $2,537,000.00 for the period of October 5, 2016 to December 31, 2019 in connection with Condition and Risk Assessment of Pressurized Water Pipelines. Total expenditures: $2,537,000.00. (GENOVEVA GOMEZ – SAM MILLS)

24. BRIEFING SESSION.
   A. Briefing and deliberation regarding the Vista Ridge Project

25. Inquiries of the Board of Trustees for future briefings and/or follow-up action.
26. The Regular Session of the October 4, 2016, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed below pursuant to Section 551.071 of the Texas Open Meetings Act.

27. EXECUTIVE SESSION.
   A. Consultation with attorneys regarding legal issues related to 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 Vista Ridge, LLC (formerly known as Abengoa Vista Ridge, LLC) pursuant to Tex. Gov’t Code §551.071 (consultation with attorneys).

28. The Regular Session of the Regular Board Meeting of October 4, 2016, is hereby reconvened.

29. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF OCTOBER 4, 2016, IS HEREBY ADJOURNED.
MINUTES

MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
August 2, 2016, 9:00 A.M.
6th Floor Board Room #609
Administrative Offices
2800 U. S. Hwy 281 North, San Antonio, Texas 78212

Board Members Present:
Berto Guerra, Jr., Chairman
Ivy R. Taylor, Mayor
Pat Jasso, Vice Chair
Ernesto Arrellano, Jr., Secretary
Louis E. Rowe, Assistant Secretary
Pat Merritt, Trustee
David P. McGee, Trustee

Board Members Absent:
None

1. MEETING CALLED TO ORDER.

The meeting of the San Antonio Water System Board of Trustees was held on August 2, 2016, and called to order at 9:18 a.m. by Chairman Berto Guerra.

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 May 3, 2016.
B. Approval of the Minutes of the San Antonio Water System Board of Trustees Special Board meeting of May 18, 2016.

Chairman Guerra asked if there were any corrections to the minutes. Hearing none, he stated the minutes were approved as presented.


Sandi Wolff recognized the interns who participated in the summer internship program. Over the past two years, a classroom style program was developed to enhance the experience. Interns were able to learn about all SAWS departments, not just the ones in which they worked. Interns were also invited to tour facilities to expand their reach into the field. Since 2011, SAWS hired 174 interns and 15 had transitioned into full-time SAWS jobs.

Chairman Guerra commented on the importance of SAWS playing a part in the interns’ lives as they determine their future endeavors. He encouraged the interns to always improve and grow. He thanked the interns for their participation in the program and for allowing SAWS to be a part of their careers.

Mayor Taylor congratulated the interns for completing the summer internship program at SAWS. She commented on the importance of developing future leaders, which was key to the lifeline of the community.

Robert R. Puente discussed SAWS partnership with the San Antonio River Authority (SARA). SAWS received one of SARA’s inaugural Watershed Alliance Awards because of our willingness to work with them and our stewardship of the San Antonio River. Oftentimes during the summer, the San Antonio River would not flow without the water from SAWS wastewater treatment plants. This was a valuable resource from the recycled water system. He introduced Suzanne Scott, General Manager of SARA.

Ms. Scott recognized SAWS work to protect the river and inspire actions for healthy creeks and rivers. She commented on SARA’s partnership with SAWS, and stated she appreciated the work of Mr. Puente and staff on many initiatives. She stated the SARA Board wanted to recognize SAWS with the Watershed Leader in the Public Sector award because of SAWS reuse program and, in particular, the recent action of SAWS Board to pursue the bed and banks authorization to protect the reuse flow in the river all the way down to the bays and estuaries. She also recognized Greg Eckhardt, who had been extremely valuable in working with SARA on all of these initiatives.

Chairman Guerra thanked Ms. Scott for the partnership with SARA and for SAWS recognition as a watershed leader. He also expressed condolences to Ms. Scott and SARA for the loss of Chairwoman Sally Buchanan. Ms. Scott stated Ms. Buchanan was an amazing woman and had done terrific things for SARA and the community at large. She stated Ms. Buchanan would be missed dearly, and she would share SAWS condolences with the family.

5. Public Comment.

None
CONSENT AGENDA ITEMS

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 Horton Horticulture, Inc. to provide: purchase of tree trimming services for various SAWS locations, Bid No. 16-16065, for a total of $151,101.00.

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. Authorizing the extension of an existing contract with Sunbelt Mill Supply to provide: annual contract for spray paints, Bid No. 15-3073, for a total of $59,896.20.
   2. Acceptance of the sole source bid of Xylem Water Solutions USA, Inc. to provide: annual contract for repair components for the Leopold Clarivac Floating Sludge Removal Unit at Dos Rios Water Recycling Center, Bid No. 16-16066, for a total of $997,584.20.
   3. Acceptance of the best value bid of Power Pro Tech Services, Inc. to provide: annual contract for generator maintenance service, repair and parts, Bid No. 16-0625, for a total of $430,936.23.
   4. Acceptance of the bid of Morrison Supply Co. to provide: annual contract for water meter yokes/resetter brass goods to support external meter replacement program, Bid No. 16-16062, for a total of $319,382.80.
   5. Acceptance of the bid of Praxair Distribution to provide: annual contract for liquid carbon dioxide (99.5%) for use in water treatment, Bid No. 16-16057A, for a total of $313,707.60.
   6. Acceptance of the sole source bid of Wittigs Office Interiors to provide: annual contract for modular furniture installation and reconfiguration services and reupholstering of Haworth Places panels and flipper doors, Bid No. 16-6068, for a total of $69,233.00.

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts
7. A Resolution awarding a construction contract to SACC, Inc. in an amount not to exceed $502,020.50 in connection with the East Evans Road 24-inch Approach and Border Main Project; approving a contract between the System, Fair Oaks Mosaic TBY, LLC, and SACC, Inc. for the project work; authorizing the expenditures of funds in the amount of $414,166.92 for the System’s proportionate share of the cost to oversize the proposed water main. Total expenditures: $414,166.92. (GENOVEVA GOMEZ – SAM MILLS)

8. A Resolution awarding a construction contract to Qro Mex Construction, Inc. in an amount of $896,133.50 in connection with the Highland Estates 24-inch Oversize Approach Water Main (12-inch required) Project; approving a contract between the System, SA Highland Estates, Inc., and Qro Mex Construction, Inc. for the project work; authorizing the expenditures of funds in the amount of $739,310.14 for the System’s proportionate share of the cost to oversize the proposed water main. Total expenditures: $739,310.14. (GENOVEVA GOMEZ – SAM MILLS)

Water and Sewer Line Improvements

9. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,167,749.00 in connection with the Lift Station Elimination Phase II (Lift Station #73) Project. Total expenditures: $1,167,749.00. (GENOVEVA GOMEZ – KATHLEEN PRICE)

10. A Resolution awarding a professional services contract to Brown & Gay Engineers, Inc. in an amount not to exceed $954,546.00 in connection with the Helotes Creek Gravity Main and Lift Station No. 246 Elimination Project. Total expenditures: $954,546.00. (GENOVEVA GOMEZ – KATHLEEN PRICE)

11. A Resolution awarding a professional services contract to Maestas & Associates, Inc. in an amount not to exceed $455,992.00 in connection with the Pleasanton Road Water Main Replacement at Hume Road Project. Total expenditures: $455,992.00. (GENOVEVA GOMEZ – KATHLEEN PRICE)

Production, Transmission and Treatment Improvements

12. A Resolution awarding a professional services contract to Weston Solutions, Inc. in the amount not to exceed $456,010.00 in connection with the Lift Station Rehabilitation Design – Phase 5 Project. Total expenditures: $456,010.00. (GENOVEVA GOMEZ – ANDREA BEYMER)

13. A Resolution approving Contract Amendment No. 1 in the amount not to exceed $500,000.00 to the professional services contract with Arcadis U.S., Inc. in connection with the Treatment Facilities Design Engineering Work Order Contract. Total expenditures: $500,000.00. (GENOVEVA GOMEZ – ANDREA BEYMER)

14. A Resolution approving Contract Amendment No. 2 in the amount not to exceed $397,144.00 to the professional services contract with CH2M Hill, Inc. in connection with the Water Resources Integration Program Phase 1: Construction Management and Inspection Services Project. Total expenditures: $397,144.00. (GENOVEVA GOMEZ – ANDREA BEYMER)
15. A Resolution approving Contract Amendment No. 13 in an amount not to exceed $42,728.40 to the professional services contract with Civil Engineering Consultants in connection with the Water Resources Integration Program, Project 1: Pipeline, Segment II Project. Total expenditures: $42,728.40. (GENOVEVA GOMEZ – ANDREA BEYMER)

REPLACEMENT AND ADJUSTMENT PROJECTS

Governmental Relocations and Replacements

16. A Resolution approving an Interlocal Agreement with Bexar County; approving the expenditure of funds in the amount of $791,370.17 for the adjustment of water and sewer facilities by Bexar County in connection with the Salado Creek Tributary D at Ira Lee (SC-41) Project. Total expenditures: $791,370.17. (GENOVEVA GOMEZ – KATHLEEN PRICE)

17. A Resolution approving an Advance Funding Agreement with the Texas Department of Transportation; approving the expenditures of funds in the amount of $11,000.00 for the adjustment of water facilities by the Texas Department of Transportation in connection with the US 90: Loop 1604 to IH 410 Project. Total expenditures: $11,000.00. (GENOVEVA GOMEZ – KATHLEEN PRICE)

18. A Resolution approving an Interlocal Agreement with the Texas Department of Transportation for the reimbursement of funds in the amount of $2,303,118.10 for the IH 10: Foster Road to Graytown Road Project. Total reimbursement: $2,303,118.10. (GENOVEVA GOMEZ – KATHLEEN PRICE)

WATER RESOURCES PROJECTS

19. A Resolution awarding a consulting contract to CH2M Hill Engineers, Inc. in the amount not to exceed $400,000.00 for a period of five years beginning August 2, 2016 through August 1, 2021 for engineering support in connection with the Vista Ridge Project. Total expenditures: $400,000.00. (GENOVEVA GOMEZ – TIMOTHY SKOGLUND)

LEASEMENT AND REAL PROPERTY

20. A Resolution authorizing a Lease Renewal Addendum between the San Antonio Water System and the Texas Medical Association for a renewal term which consists of extending the term of the current lease for a period of twelve months, with the option to renew lease for two additional terms of twelve-months each at the Texas Medical Association Building for approximately 1,163 sf of office space located at 401 W. 15th Street, Suite 985, Austin, Texas in a total rent amount not to exceed $154,465.44 for the three, twelve-month lease terms. Total expenditures: $154,465.44. (NANCY BELINSKY – BRUCE HABY)

21. A Resolution authorizing an amendment to the Shopping Center Sublease Agreement between the San Antonio Water System and CPS Energy for a term of thirty-six months at the Las Palmas Shopping Center for approximately 2,857 sf of office space located at 803 Castroville Road, Suite 406, San Antonio, Texas in a total base rent amount not to exceed $102,288.00 and the total annual pro rata share of maintenance and utility DRAFT
expenses are not to exceed $48,000.00 for a total sum of $150,288.00 for the thirty-six month sublease term. Total expenditures: $150,288.00.
(NANCY BELINSKY – BRUCE HABY)

22. A Resolution approving the acquisition of three permanent sewer line easements from NuStar Logistics, LP, a Delaware limited partnership, being approximately 0.532 acres for the permanent easements located along IH-10, between Camp Bullis Road and Dominion Drive, in the northwest quadrant of Bexar County, Texas, in connection with the W-31 IH-10: Boerne Stage Road to Old Fredericksburg Project in a total amount not to exceed $365,278.00. Total expenditures: $365,278.00.
(NANCY BELINSKY – BRUCE HABY)

23. A Resolution approving the acquisition of two permanent sewer line easements from Cromwell Street, LLC, a Texas limited liability company, being approximately 0.528 acres for the permanent easements located along IH-10, between Camp Bullis Road and Dominion Drive, in the northwest quadrant of Bexar County, Texas, in connection with the W-31 IH-10: Boerne Stage Road to Old Fredericksburg Project in a total amount not to exceed $349,296.00. Total expenditures: $349,296.00.
(NANCY BELINSKY – BRUCE HABY)

24. A Resolution declaring a public necessity for public use, the acquisition of certain privately owned real property being permanent sewer easements, the project consisting of the adjustment of approximately 900 linear feet of existing 8-inch within Tributary 5, north of Circle S Drive between Circle N Drive West and Circle N Drive East in the northwest quadrants of Bexar County, Texas, which easements shall be acquired by negotiation and/or condemnation, if necessary, for the public use of the expansion and operation of the System through the construction of the French Creek Tributary WWPC LC-23 Project; requesting that the City Council of the City of San Antonio adopt an ordinance reaffirming and declaring that the project is for a public use and a public necessity exists for the acquisition of the easements and authorizing the System to take all appropriate action to acquire the easements by negotiation and/or condemnation. Affected property located in: CB 4526.
(NANCY BELINSKY – BRUCE HABY)

25. A Resolution declaring 27 tracts of land in Bexar County and Atascosa County, Texas, as surplus to the System as required by City Ordinance No. 75686; recommending that the San Antonio Planning Commission and City Council consent to such declaration as required by City Ordinance No. 75686; authorizing the President/Chief Executive Officer or his duly appointed designee to dispose of said properties pursuant to Section 272.001 or Section 253.014 of the Texas Local Government Code and applicable City of San Antonio and System policies and procedures.
(NANCY BELINSKY – BRUCE HABY)

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<th>Property</th>
<th>Property Description</th>
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<tr>
<td>802 Best Way (DSP)</td>
<td>CB: 4844A BLK 140, Lot 1 Timberwood Park Unit-27</td>
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<tr>
<td>2760 Blackjack (DSP)</td>
<td>CB 4142 P-101 ABS 1081 (Pump Station Site &amp; Pipe R.O.W.)</td>
</tr>
<tr>
<td>Clayton Tank site: 19865 Clayton St. a/k/a 19845 Clayton St., Somerset, TX (DSP)</td>
<td>CB 4232 P-26D &amp; P-28 ABS 792</td>
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<tr>
<td>7811 Clegg (SAWS)</td>
<td>NCB 15616 BLK 001, Lot 6</td>
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</tbody>
</table>
26. A Resolution rescinding Resolution No. 16-093 dated April 5, 2016, that awarded a contract to Amigo Pat Texas, LLC doing business as Polston Applied Technologies Texas; awarding a service contract to Terra Contracting Services, LLC, in the amount of $1,085,995.95 for the period ending December 31, 2016, in connection with the Sanitary Sewer Cleaning and Inspection of Designated “Year 4” Siphons, Package 1 Contract. Total expenditures: $1,085,995.95. (JEFF HABY – TAMSEN MCNARIE)

27. A Resolution awarding a construction contract to National Power Rodding Corporation in an amount not to exceed $1,813,657.47 in connection with the 2016 Annual Sanitary Sewer Manhole Adjustment, Rehabilitation and Replacement Construction Contract, Package 1. Total expenditures: $1,813,657.47. (JEFF HABY – TAMSEN MCNARIE)

28. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,570,475.00 in connection with the 2016 Annual Sanitary Sewer Manhole Adjustment, Rehabilitation and Replacement Construction Contract, Package 2. Total expenditures: $1,570,475.00. (JEFF HABY – TAMSEN MCNARIE)
29. A Resolution awarding a construction contract to Austin Constructors, LLC in an amount not to exceed $1,599,575.00 in connection with the 2016 Annual Sanitary Sewer Manhole Adjustment, Rehabilitation and Replacement Construction Contract, Package 3. Total expenditures: $1,599,575.00. (JEFF HABY – TAMSEN MCNARIE)

30. A Resolution awarding a construction contract to Austin Constructors, LLC in an amount not to exceed $1,673,700.00 in connection with the 2016 Annual Sanitary Sewer Manhole Adjustment, Rehabilitation and Replacement Construction Contract, Package 4. Total expenditures: $1,673,700.00. (JEFF HABY – TAMSEN MCNARIE)

31. A Resolution approving a service contract with Hardin & Associates Consulting, LLC in an amount not to exceed $270,000.00 for inspection services in connection with the Resource Protection and Compliance Backflow Contract. Total expenditures: $270,000.00. (STEVE CLOUSE – SCOTT HALTY)

32. A Resolution awarding a professional services contract to Tetra Tech, Inc. in an amount not to exceed $950,000.00 in connection with the Water Production Facilities Painting and Rehabilitation Design Services Contract I. Total expenditures: $950,000.00. (GENOVEVA GOMEZ – SAM MILLS)

33. A Resolution awarding a professional service contract to Kimley-Horn and Associates, Inc. in an amount not to exceed $950,000.00 in connection with the Water Production Facilities Painting and Rehabilitation Design Services Contract II. Total expenditures: $950,000.00. (GENOVEVA GOMEZ – SAM MILLS)

34. A Resolution awarding a professional services contract to Construct-Ability, LLC in an amount not to exceed $150,000.00 in connection with the Construction Feasibility Review Services Contract 1. Total expenditures: $150,000.00. (GENOVEVA GOMEZ – ANDREA BEYMER)

35. A Resolution awarding a professional services contract to R. H. Shackelford, Inc. in an amount not to exceed $50,000.00 in connection with the Construction Feasibility Review Services Contract 2. Total expenditures: $50,000.00. (GENOVEVA GOMEZ – ANDREA BEYMER)

36. A Resolution accepting the recommendation of the Audit Committee of the San Antonio Water System to approve a salary increase for Stacey Isenberg, Chief of Internal Audit of the System. (PAT JASSO, PRESIDING CHAIR, AUDIT COMMITTEE)

37. A Resolution approving a performance award and a salary increase for Robert R. Puente, President/Chief Executive Officer of the System; approving the First Amendment to Employment Contract between the San Antonio Water System and Robert R. Puente. (BERTO GUERRA, JR., CHAIRMAN, BOARD OF TRUSTEES)

38. A Resolution approving a five-year Subscription License and Services Agreement with Infor Public Sector, Inc. in an amount not to exceed $2,697,750.00, and approving a Time and Material Services Work Order with Infor Public Sector, Inc. for professional services in an amount not to exceed $255,000.00 to migrate and up-grade Infor financial applications. Total expenditures: $2,952,750.00. (DOUG EVANSON – MARGARITA HUBBARD)

Chairman Guerra stated Items 7, 29 and 30 were pulled from the agenda, and no action would be taken on the items. He asked if there were any other items in the Consent Agenda that should be pulled for individual discussion or consideration.

Mr. Rowe made a motion to approve the Consent Agenda Items, Nos. 6 – 39, except for Items 7, 29 and 30. Ms. Merritt seconded the motion.

Consent Agenda Items, Nos. 6 – 39 except for items 7, 29 and 30, were unanimously approved. Verbal voting. Mr. Arrellano was not present for the vote.

ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts

40. 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>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>The Apartments at the Golf Club of Texas Tract</td>
<td>Falcon First Residential, LLC</td>
<td>15.135</td>
<td>207</td>
<td>194</td>
<td>CoSA ETJ</td>
<td>Outside</td>
<td>OVR</td>
<td>In</td>
<td>In</td>
</tr>
<tr>
<td>2</td>
<td>Ladera Development</td>
<td>Cook Inlet Region, Inc.</td>
<td>1.125</td>
<td>3,515</td>
<td>0</td>
<td>CoSA ETJ</td>
<td>Outside</td>
<td>OVR</td>
<td>In</td>
<td>In</td>
</tr>
<tr>
<td>3</td>
<td>West Borgfeld Subdivision Tract</td>
<td>Pulte Homes of Texas, L.P.</td>
<td>106</td>
<td>460</td>
<td>445</td>
<td>CoSA ETJ</td>
<td>Inside</td>
<td>OVR</td>
<td>In</td>
<td>In</td>
</tr>
</tbody>
</table>

Totals | 1,246.14 | 4,182 | 639 |
Sam Mills presented Item 40, Utility Service Agreements (USA) for the Apartments at the Golf Club of Texas Tract, the Ladera Development, and the West Borgfeld Subdivision Tract.

The Apartments at the Golf Club of Texas Tract was a multi-family tract within the ETJ, and within SAWS water and wastewater CCN. Oversizing requirements included $3.5 million of water main to be constructed. SAWS share was $2.6 million, and the developer’s share was $882,000.00. The developer would be eligible for impact fee credits for their portion of the water main. The tract was not located over the recharging or contributing zone. Phase 1 would allow 100 equivalent dwelling units (EDU) to be connected to the system during the construction of the oversized main. The developer was requesting 207 water EDUs and 194 wastewater EDUs for the total project. He reviewed project maps and proposed infrastructure options for the tract.

The Ladera Development tract had been approved by the Board last year. There had been some changes for the water main that required the Board’s approval. The tract was inside the ETJ, and inside SAWS water and wastewater CCN. There was also a water production facility as part of the USA. SAWS share was $3.1 million, and the developer’s share was $5.8 million. The water main was the same water main that was referenced on the Apartments at the Golf Club of Texas Tract except there was a different oversizing ratio. In this case, a 16-inch main was needed instead of a 12-inch main. The developer would receive impact fee credits for their share of the project. This was a phased development production facilities that required a ground storage tank, high service pumps, and some well capacity for the tract. The tract was not located over the recharge zone. There were no sewer EDUs because there was an existing USA for sewer capacity. He reviewed project maps and proposed infrastructure options for the tract.

The West Borgfeld Subdivision Tract was listed as 106 acres, but was actually surveyed to be a 107.3 acre tract. The developer was requesting 460 water EDUs and 445 wastewater EDUs. The tract was within San Antonio’s ETJ, and inside both SAWS water and wastewater CCNs. There was significant sewer main oversizing required. SAWS share was about $2.5 million, and the developer’s share was $390,000.00. The 30-inch main would be included in future impact fees, and the developer would receive impact fee credits for their share of the project once completed. Under the risk category, the project required elimination of the downstream Mud Creek Lift Station. Phase 1 would allow the connection of about 100 EDUs to the system before construction was done. There would be another lift station constructed, and the tract was located over the recharge and contributing zone. He reviewed project maps and proposed infrastructure options for the tract. He discussed the limitations with existing capacity at the Mud Creek Lift Station, and stated the proposed infrastructure would eliminate the lift station.

Staff recommended the approval of the USAs for the Apartments at the Golf Club of Texas Tract, the Ladera Development, and the West Borgfeld Subdivision Tract.

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

After no further discussion, Item 40 was unanimously approved. Electronic voting. Mr. Arrellano was not present for the vote.
Water and Sewer Line Improvements

41. A Resolution awarding a construction contract to R.L. Jones, LP in an amount not to exceed $2,332,996.00 in connection with the U.S. Highway 281 Water Main Replacement Project. Total expenditures: $2,332,996.00. (GENOVEVA GOMEZ – ANDREA BEYMER)

Jim Pedraza presented Item 41, a construction contract for the U.S. Highway 281 Water Main Replacement Project. The project was located in the far south part of Bexar County, along U.S. Highway 281 between Loop 1604 and Hume Road. The project would replace water mains along the route that were in poor condition and undersized. Water main breaks had caused boil water notices to be issued and loss of service for extended periods of time. This project was located in the former Bexar Metropolitan Water District. He reviewed projects maps and the proposed infrastructure for the project scope of work that included over 100 residential connections, approximately five miles of 12-inch water main and 16-inch water main, over 3,000 feet of boring and encasement under driveways, valves, fire hydrants, and other water related appurtenances. Once completed, the project would provide additional capacity, fire protection, and redundancy in the system.

He reviewed the bid results. Ten bids were received for this project. The lowest responsible bid was submitted by R.L. Jones, LP in the amount of $2,332,996.00. The estimate from the designer was $3.2 million. R.L. Jones, LP was a Local/Small Business Enterprise (SBE), and was a well-experienced contractor with numerous jobs for SAWS. The bid amount represented a decrease of 27.1 percent from the estimate, and over 50 percent of the price would be done by SMWB participants. The designer was Lockwood, Andrews & Newman, Inc. (LAN). SAWS engineering staff would provide inspection work for the project.

Staff recommended the award of a construction contract to R.L. Jones, LP in the amount of $2,332,996.00 for the U.S. Highway 281 Water Main Replacement Project.

Mr. McGee made a motion to approve Item 41. Mr. Rowe seconded the motion.

Mr. Rowe asked if this was a design-build project. Mr. Pedraza responded this was a design-bid-build project. LAN was the designer and R.L. Jones, LP was the contractor.

After no further discussion, Item 41 was unanimously approved. Electronic voting. Mr. Arrellano was not present for the vote.

42. A Resolution awarding a construction contract to R.L. Jones, LP in an amount not to exceed $3,982,031.00 in connection with the 2016 Water Construction Contract. Total expenditures: $3,982,031.00. (GENOVEVA GOMEZ – KATHLEEN PRICE)

Lee Perry presented Item 42, a construction contract for the 2016 Water Construction Contract. He stated there was a correction under the financial impact section, it should state the core business would be water. The contract would be used to supplement SAWS crews. The water main replacements would be prioritized, and would cover 6-inch to 24-inch water mains. Each site would be issued as a work order under the contract, and open cut and direction drilling would be used.

He reviewed the bid results for the contract. R.L. Jones, LP was the low bidder with a bid
of $3,982,031.00, and was a local/SBE. The design engineer was GGI Engineers, and the bid was a 19 percent decrease from the engineer's estimate. Total SMWB participation was 100 percent. SAWS engineering would inspect the work for the contract.

Staff recommended the award of a contract to R.L. Jones, LP in the amount of $3,982,031.00 for the 2016 Water Construction Contract.

Ms. Merritt made a motion to approve Item 42. Ms. Jasso seconded the motion.

Mr. Rowe inquired about the prioritization process. Mr. Perry replied the operations group prioritized the projects based on number of main breaks in certain areas.

Ms. Merritt inquired about the projected dates for completion and the amount of money needed to complete the project. Mr. Perry responded this was a two-year contract, and work orders would be issued to utilize these funds within the two years. He stated no additional funds would be requested for the contract.

After no further discussion, Item 42 was unanimously approved. Electronic voting. Mr. Arrellano was not present for the vote.

43. **A Resolution awarding a construction contract to Spiess Construction Co., Inc. in an amount not to exceed $11,949,261.00 in connection with the W6: Western Watershed Sewer Relief Line (P3 and P4 – Middle Segment) Project. Total expenditures: $11,949,261.00. (GENOVEVA GOMEZ – KATHLEEN PRICE)**

Mr. Perry presented Item 43, a construction contract for the W6: Western Watershed Sewer Relief (P3 and P4 – Middle Segment) Project. The project was required by the Consent Decree as part of Early Action Phase I Program that needed to be completed by July 2019. The overall Western Watershed Sewer Relief Line extended from Loop 410 all the way to Highway 90. The project would replace existing sewer main and siphons that were in poor condition and lacked capacity. There were multiple sanitary sewer overflows (SSO) and pipe failures along this segment of pipe. The overall project had three segments. The lower segment was completed in October 2015. The middle segment was to be constructed in 2016/2017. The upper segment construction was anticipated in 2019/2020. The middle segment extends from Quintana Road up to Southwest Military along Leon Creek.

The contract would replace approximately 1.7 miles of 54-inch sewer main and one siphon with a proposed 90-inch main and a new siphon. The existing main was approximately 50 years old. Construction would be done by open cut and boring, and included one bore on the railroad tracks that was 108-inches in size. The construction time was 365 days. He reviewed photos of the existing main and repairs that were done to reinforce the main.

The Competitive Sealed Proposal method was used, and a contractor was selected based on best value. The criteria used was background, experience, and past performance, project approach and team experience, price, and SMWB participation. Four proposals were received. Spiess Construction Co., Inc. provided the best value with a score of 87.17, and provided the low bid of $11,949,261.00. The best value proposal was six percent lower than the engineer's estimate. The total SMWB participation was 100 percent. The design engineer was Brown and Caldwell, and SAWS engineering staff would inspect the work.
Staff recommended the award of the contract to Spiess Construction Co., Inc. in the amount of $11,949,261.00 for the W6: Western Watershed Sewer Relief (P3 and P4 – Middle Segment) Project.

Ms. Jasso made a motion to approve Item 43. Mr. Rowe seconded the motion.

Ms. Jasso asked if the company had done work for SAWS before. Mr. Perry confirmed.

Mr. Puente stated the Mayor challenged SAWS to work with the military regarding water supply. SAWS was able to develop a very good relationship with the military. This project would go through the Lackland area, which was an active military base. This was another good example of the relationships SAWS was able to develop with the military that would now provide good access to the base. Chairman Guerra commented that it would also help with the EPA Consent Decree. Mr. Puente confirmed.

After no further discussion, Item 43 was unanimously approved. Electronic voting. Mr. Arrellano was not present for the vote.

44. A Resolution awarding a construction contract to SAK Construction, LLC in an amount not to exceed $4,482,049.25 in connection with the C13 Broadway Corridor Sewer Project Packages 1C and 3C. Total expenditures: $4,482,049.25. (GENOVEVA GOMEZ – KATHLEEN PRICE)

Mr. Perry presented Item 44, a construction contract for the C13 Broadway Corridor Sewer Project Packages 1C and 3C. The project was required by the Consent Decree and was listed in the Early Action Phase I Program to be completed by July 2019. The project would rehabilitate existing sewer mains that were in poor condition. He reviewed the overall project for C13 that was broken into four packages. Package A was completed in March 2016. Package 1C and 3C was scheduled for construction in 2016/2017. Package 2C and 4C would come to the Board later in the year for construction in 2016/2017. Package B construction was anticipated in 2017/2018.

He reviewed project location maps. Package 1C would extend along St. Mary's and Alamo from Laredo to Cesar Chavez. Package 3C would extend from McCullough to 12th Street along Avenue B. The contract would rehabilitate approximately 9,000 feet of 24-inch to 39-inch sewer by cured-in-place pipe. Extensive outreach was done with over 100 business owners along the project site. Staff visited with stakeholders, City staff, and City Council representatives numerous times. Staff had also coordinated the events such as Fiesta and Síclovia within the contract documents. He reviewed photos of the existing pipe that ranged in age anywhere from 50 years to approximately 100 years. The pipe was composed of brick, clay, and concrete pipe.

He discussed the bid results. SAK Construction was the low bidder at $4,482,049.25, and were a non-local/non-SMWB company. The design engineer was CH2M Hill Engineers, and the low bid amount was approximately eight percent higher than the engineer's estimate. Total SMWB participation was 25.41 percent. SAWS engineering would inspect the work in the contract.

Staff recommended the award of the contract to SAK Construction in the amount of $4,482,049.25 for the C13 Broadway Corridor Sewer Project Packages 1C and 3C.
Mr. Rowe made a motion to approve Item 44. Ms. Merritt seconded the motion.

Mr. Rowe commented on the existing conditions and the type of methodology used to construct the pipe.

Mr. McGee thanked staff for meeting with all the different businesses and community groups along the project corridor. He asked what mechanisms would be in place to ensure that SAWS was least disruptive to the corridor. Mr. Perry replied SAWS and the contractor would be coordinating closely with City staff as far as traffic control and bypass pumping, which would probably be the biggest disruption. Another meeting was planned right before construction started to let the public know and to provide contact information.

Mr. McGee asked if there were any consequences built into the contract for unfulfilled obligations, scheduling delays or overly disruptive construction to the businesses along the corridor. Mr. Perry responded there were standard liquidated damages within the contract for scheduling delay.

Ms. Merritt thanked Mr. Perry and his team for addressing these concerns.

After no further discussion, Item 44 was unanimously approved. Electronic voting. Mr. Arrellano abstained from the vote, since he arrived during the presentation of the item.

**REPLACEMENT AND ADJUSTMENT PROJECTS**

**Governmental Relocations and Replacements**

**45.** A Resolution approving an Interlocal Agreement with the City of San Antonio and awarding a construction contract to Oscar Renda Contracting, Inc. in an amount not to exceed $12,976,849.00 in connection with the C5 Culebra – Castroville to Laredo & C28 Zarzamora Creek – San Gabriel to NW 23rd Street Phase 1B Project. Total expenditures: $12,976,849.00. (GENOVEVA GOMEZ – KATHLEEN PRICE)

Mr. Perry presented Item 45, a construction contract for the C5 and C28 Phase 1B Project. The C5 and C28 Project was required by the Consent Decree. Phases 1A, 1B and 2 were required to be completed by July 2019. Phase 3 was required to be completed by July 2020. All phases had pipe that were in poor condition and lacked capacity. He discussed the overall project phase breakdown. Phase 1A was under construction. Phase 1B was scheduled for construction in 2016/2017. Phase 2 construction was anticipated in 2017/2018. Phase 3 was construction was anticipated in 2018/2019.

The project site was located just southwest of downtown, and extended from Laredo to Culebra generally following Apache Creek. Phase 1B extended from Laredo to Houston Street and terminated at 26th Street. The project would construct approximately 12,700 feet of 8-inch through 36-inch sewer main, and approximately 2,100 feet of 6-inch through 12-inch water main, which was in conflict with the proposed sewer main. Methods of construction were open cut and boring, and construction duration was 548 calendar days.

The Apache Creek Trail was part of the overall Westside Creeks Restoration Project. SAWS and City Parks agreed to joint bid the trail work, since both were in the same limits. The
overall trail cost of the contract was $1.2 million. The City would reimburse SAWS approximately $870,000.00 through an Interlocal Agreement. City Council approved the Interlocal Agreement on June 30.

He reviewed the bid results. Oscar Renda Contracting, Inc. was the low bidder at $12,976,849.00, and was a non-local/non-SMWB firm. The low bid amount was 16 percent higher than the engineer's estimate, and the design engineer was CP&Y. Total SMWB participation was 17.35 percent. SAWS engineering would inspect the sewer and water portion of the work, and SARA would inspect the trail portion of the project.

Staff recommended the execution of an Interlocal Agreement with the City of San Antonio and the award of the contract to Oscar Renda Contracting, Inc. in the amount of $12,976,849.00 for the C5 Culebra – Castroville to Laredo & C28 Zarzamora Creek – San Gabriel to NW 23rd Street Phase 1B Project.

Ms. Merritt made a motion to approve Item 45. Mr. Rowe seconded the motion.

Mr. McGee inquired about the bids being above the engineer’s estimate. Mr. Perry responded the estimate was missing a line item for bypass pumping. When this was factored into the estimate, the two low bids were much closer to the estimate.

After no further discussion, Item 45 was unanimously approved. Electronic voting.

Chairman Guerra moved to Item 48, Briefing Session. He stated Items 46 and 47 would be taken up for consideration after executive session.

48. **BRIEFING SESSION.**

A. **Briefing and deliberation regarding the Vista Ridge Project**

Donovan Burton gave a briefing on the Vista Ridge Project. The project was off and running, and in a new phase. In previous months, there was a lot of discussion about financial and legal issues and the change in control. Now the focus was on the technical standards and working on the engineering portion of the project.

In the Consent Agenda, there was a contract with CH2M Hill for the Technical Advisor on the project. The Technical Advisor would review and work with Garney on technical standards. CH2M Hill was a good engineering firm that would help navigate some of those technical standards and help in other areas of expertise. After financial close, additions would be made to the contract to carry through the rest of the term, but would come to the Board at a later date. Also, there was an RFQ out for an Owner’s Representative for SAWS side of the integration project. This would come to the Board at financial close. Staff was focused on the technical and engineering pieces of the project, and working daily with Garney on the project.

Scott Parish stated Garney was making steady well-planned progress. Some of the things that were done since the last meeting was Garney took over the Vista Ridge Office in the Mercantile Building and mobilized permanent forces here. Garney was having weekly design meetings with the engineering team based with Pape-Dawson, RW Harding and CP&Y to advance the development design to the construction design.
Since the last Board Meeting, the bid went out for the pipe. This was fairly significant because pipe was a large portion of the capital cost in the construction. Bidding the pipe out gave cost assurance to help avoid any escalations from additional steel tariffs or something that the government would add to the steel industry. Central Texas Regional Water Supply Corporation had successfully obtained the terminus site. This was the point of interface between the Vista Ridge Project and SAWS Integration Project. The site was secured and now work started with SAWS staff to develop the interface.

He discussed trips to New York to work with the banking syndicate and help get through credit counseling to advance the project loan. The lender's Technical Advisor Report was completed. This report provided the bankers an analysis of the underlying water assets in the well field and the technical approach currently being designed. He stated he was also headed out to meet with the lenders, the sureties, the lenders' counsel, and Garney’s counsel to finalize the credit agreement, which was the loan document and the design-build contracts.

Chairman Guerra thanked Mr. Parish for reporting at the meeting, and for stepping up to the plate to take over the project in a professional and focused manner.

B. Briefing and deliberation regarding Recycled Water Use & Availability

Steve Clouse gave an overview of the Recycled Water Program. He reviewed the history of reuse that included the acequia system, the sewage farm, and Mitchell Lake. The growth of the effluent from wastewater treatment plants had been incredibly reliable from 1935 to about 1990. In the 1980's, a regional water plan was developed by stakeholders across the region because they saw the value of that effluent. This led to the 1988 construction of the reuse system and the development of a reuse program. One of the most important things noted in the report was the allocation of about 55,000 acre-feet of water that would go into the river for the benefit of not only the river but ultimately the bays and estuaries.

Around 1990, the consistent increase in effluent flow year after year went away. Early water conservation efforts had started about 1988. It was believed that the advances made in conservation were offsetting the growth in population and leaving a flat line on total effluent flow every year. On average, there was about 140,000 acre-feet of water per year coming down to the wastewater plants, but on a dry year there were dips in the amount available. These dry period set the minimum planning year of how much water could be allocated and distributed during a dry year, which was 126,000 acre-feet per year.

He reviewed the three specific functions for the use of recycled water. The first was the water that went to City Public Service (CPS) Energy under a contract signed around 1990 and dedicated 40,000 acre-feet of water to CPS Energy. The contract would run through the year 2060. There was another 55,000 acre-feet committed to the river. In a dry year, there would be 130,000 acre-feet of water available so the delta between CPS Energy and the downstream needs left 35,000 acre-feet for the recycled water system. He discussed the changes for CPS Energy with the addition of another plant and a few years of drought. CPS Energy actually used all of the 40,000 acre-feet and then some in a few years with the drought. Something needed to be done to ensure the plants were secure during a drought year. More water was allocated to CPS Energy from 40,000 acre-feet to 50,000 acre-feet per year. The volume commitment to the river was changed to 50,000 acre-feet. While the system was built for 35,000 acre-feet, a commitment was made not to sell more than 25,000
acre-feet for consumptive use.

The second path or use of water was the large direct recycled water system. SAWS system was the largest reuse system in the United States. There was about 130 miles of main, and about $140 million was invested in the system. There were about 75 customers currently on the system. Three major plants contributed to the conjunctive use system. Water was sent for consumptive purposes and for non-consumptive purposes. The non-consumptive use went into the Salado Creek and San Antonio River, and ultimately went to the bays and estuaries. The consumptive uses included irrigation, landscaping, cooling towers, and industrial processes, like, Toyota and Microsoft.

He discussed the amount of recycled water that was available to sell. Of the 25,000 acre-feet of water for consumptive purposes, 13,000 acre-feet was contracted for consumptive use, about 6,000 acre-feet was uncontracted, and another 5,800 acre-feet was contracted for non-consumptive use. He reviewed an annual usage chart for the reuse system that showed the summer peaks due to contracts that were irrigation-based. Due to the summer peak months such as July, there was only about 230 acre-feet of water available in the system. He discussed the management of existing contracts and the changes for new contracts to effectively use the available water. Future contracts would include a take and pay provision and flat line users would be sought to lessen the effect of peak demand periods.

The City of San Antonio was the largest user at about 9,000 acre-feet per year. The City contract ran through 2021 with monthly allocations to 18 different sites. There were two sites along the San Antonio River that were not charged in exchange for Edwards water rights. He discussed the change in flow needs for the water used through the City contract for projects such as Mission Reach and the San Pedro Creek Project. There were several wells capped that flowed into the river. This created a need for more water to be put into the river to improve some of the aesthetic impacts in the stream overall.

The third use of recycled water was the effluent coming from the wastewater treatment plants and going all the way to the bays and estuaries. During the driest part of the year, the effluent from the wastewater treatment plant was the life blood of the river. Without it, the ecological environment and health of the river would be negatively impacted. He discussed the legislative work to understand the flow requirements for the river. He recognized Mr. Puente, Hope Wells and Greg Eckhardt for their dedicated hours. The most important thing that came out of the discussions was a science-based perspective for a sound ecological environment in the river. The second most important thing that came out of all the work was that the river needed just under 50,000 acre-feet of water during subsistence flow, during those hottest summer years. A couple of years ago, SAWS applied for a bed and banks application to discharge water owned by SAWS. The bed and banks application would retain SAWS ownership of the water from the point of discharge all the way to the point of diversion. That was important because it would ensure the water put into the river would benefit the river, the downstream communities and the bays and estuaries. Without the authorization, the water would be available for the state to allocate for a different use overall.

Chairman Guerra asked how long the authorization would last. Mr. Clouse responded that once SAWS had the bed and banks authorization, it would be in place and SAWS would own the water.

Mr. Clouse reviewed the basics of the bed and banks authorization and the importance of the
diversion point. The point of diversion identified through SAWS work with the SARA was the Swan Lake Ranch. Swan Lake Ranch was a 33,500 acre estuary. Through a fairly simple pumping application, SAWS would put in a pump to move some of the water out of the river and into the estuary, thereby restoring the benefits and the health of the estuary overall. This was immediately adjacent to the whooping crane reservation, which was just south of the location. SAWS was working with the landowner and SARA on this endeavor. There were multiple benefits that included recreational, navigation, fishery, et cetera.

He discussed the support received and 17 letters received from different cities up and down the river corridor. These 17 letters of support would be included with the application to the state so everyone would know SAWS intent for the use of the water. He reviewed the treated effluent use by type and the management of water for each type. He summarized the management of the recycled water system going forward.

Chairman Guerra thanked Mr. Clouse for an informative presentation.

Mr. McGee inquired about the consideration of holding water for the users when they were not paying for it under existing contracts. Mr. Clouse replied the users were paying for the water used. One of the things that should have been done differently was to find out the accurate volume of water needed. A few of the entities had come back and released some water back to SAWS. Under the existing contracts, there was no penalty for not using the contracted water.

Mr. McGee asked if SAWS owned the 50,000 acre-feet going downstream through the beds and banks program. Mr. Clouse responded that SAWS would own the water until it went past the final diversion point. The water would be diverted for fishing, recreation, and navigational purposes.

Mr. Rowe commented that some of the consumptive contracts were through 2021. He asked when the bulk of the non-consumptive water contracts were up. Mr. Clouse replied most of the contracts were 20-year contracts so about the same time frame. The largest one with the City was in 2021 time frame.

Ms. Merritt asked if the Willow Springs Golf Club had been closed. Mr. Clouse replied it was now a privately-run golf course.

Ms. Merritt inquired about the SB3 subsistence flow of 43,435 acre-feet noted on Slide 18. Mr. Clouse responded the 43,485 was a subsistence flow required by the river. There were about five different ways to look at the river and flow levels. Basically, the subsistence flows looked at how much water was needed under varying conditions. Subsistence was the lowest flow that the river could sustain during the summer, during the drought year.

Ms. Merritt inquired about the potential diversion point. Mr. Clouse stated SAWS would put water back into the estuary. The estuary was essentially dying because the freshwater flow had been reduced and the sediment load had gone away. By restoring that flow, SAWS would be restoring the estuary at the same time. Mr. Puente added that there was only a potential the diversion point would be needed because the state had not approved the authorization of the bed and banks request.
C. Briefing and deliberation regarding SAWS Land Disposition Program

Bruce Haby presented SAWS Land Disposition Program. He mentioned the sale of the farm properties on past agendas. The last farm sold was the Lindenborn Farm in Uvalde County. SAWS owned about 400 properties located in Bexar County, Medina, Atascosa, and Wilson Counties that consisted of about 6,000 acres of farm and ranch land.

He reviewed the disposition process. The first step was to start an internal canvassing process before staff made a recommendation to the Board to declare properties surplus. The next step was to request the City to declare the properties surplus, which could take several months going through the various City departments and vetting to see if there was any need for the properties. If not, the properties would go through the Planning Commission, then ultimately to City Council, to get the authority to sell. Staff initiated the sale through the broker method, and the larger sales would come back to the Board for approval. Currently, there were 32 properties in the canvassing process and 14 properties declared surplus.

In 1998 to 2000, SAWS bought 13 farms. During the time period the Edwards Aquifer Authority (EAA) was created, there was no process by which permits were issued. To physically own water rights, SAWS had to buy the farm with land came with 9,992 acre-feet of water rights. Under the Agricultural Permitted Water Rights, generally a farmer proved up the land was irrigated during the historical use period. The EAA generally permitted two acre-foot for every acre, and generally, one acre-foot was considered the transferable or unrestricted water rights that could be sold or conveyed. The other one acre-foot was considered restrictive water rights or base water rights that had to stay with the land. The EAA rules stated that with increased efficiency of the water system, the water rights conserved could be converted from restricted to unrestricted. SAWS invested $1.7 million in pivot systems over the years to bring back even more water to the system for a total investment of $11.8 million.

He reviewed the sale of the properties. In the 2006 to 2008 time frame, the properties could only be sold by sealed bid or public auction. Three of the farms were sold in the sealed bid method. Staff was also approached to buy one of the farms through water rights. Three farms were sold for 480 acre-feet of water rights. In the 2015 to 2016 time frame, six farms were sold using the broker method, and the majority sold higher than the asking price. The total sales value for the 12 farms was $12.2 million. The last farm worth about $900,000.00 was in Bexar County and had a potential for oil production. Depending on the value of a barrel of oil, the land could be more valuable at a later date. SAWS was able to retain 7,084 acre-feet of water rights for a total approximate project value of $48.5 million. He stated the purchase of farm properties for water rights was a highly successful program. He assured the Board that there would be ongoing work for the department through real estate initiatives within the EPA Consent Decree projects and the Vista Ridge Integration Project.

D. Briefing and deliberation regarding Quarterly Financial Report and Investment Report

Phyllis Garcia presented the Quarterly Investment Report as required by the Texas Public Funds Investment Act. Total investments for the second quarter were $675 million, down from the previous quarter primarily due to the semi-annual critical interest payment made on May 15 at approximately $125 million. Interest earned during the quarter was $864,000.00, and the overall portfolio yield was 52 basis points. The majority of the portfolio was invested
in U.S. Agency Securities in the form of Discount Notes and Coupon Notes with the remaining funds invested in Money Market Funds and U.S. Treasury Securities. The portfolio was invested in a diverse number of issuers, with no more than 25 percent of the portfolio benefitting any one issuer.

As of the end of June, the portfolio was favorable to both of the six-month and one-year Treasury Note benchmarks as the Treasury rates have decreased during the quarter and as SAWS investment matured and new purchases were made at higher yields throughout the quarter. Rates remained near historical lows with slight flattening of the yield curve during the quarter. There was only a slight expectation that the Fed would raise rates prior to the end of the year.

SAWS deposits at the general depository bank were required to be collateralized. On May 30, there was a large deposit made into the general depository account at the end of the day, which caused SAWS deposit to be slightly under-collateralized overnight. The excess funds were invested the next day and the deposits were again fully collateralized. SAWS continued to use the earnings credit provided by the general depository bank to offset banking fees, which currently were 53 basis points. Overall, the SAWS Investment Portfolio was in compliance with the SAWS Investment Policy. All transactions were made in accordance with SAWS strategies, and the portfolio's investment objectives were in the order of priority, legality, safety, liquidity, diversification, and yield.

Mr. McGee inquired about the uncollateralized deposit. Ms. Garcia replied TWBD proceeds were held in money market accounts, and when the funds were authorized for release, the escrow agent did not tell SAWS they were wiring those funds at the end of the day. Unfortunately, it was a timing issue with that one wire release of bond proceeds.

Mary Bailey reviewed the financial results through the end of the second quarter. Overall, financial results for the first six months had been very good. Favorable variances in expenses more than offset the unfavorable variance seen in revenue during that period of time resulting in an overall increase in net income for capital contributions of about $26 million. Abnormal rainfall during the first six months of the year resulted in billed water usage falling three-and-a-half percent short of budget, and operating revenues were short by $7.1 million through June. However, there had been very little rainfall since the beginning of June. As a result, customer bills for July definitely reflected an increase in customer usage. Strong billings were expected to continue through August, as a result of the dry weather so the unfavorable revenue variance should reverse by early September. Operating expenses before depreciation were about $10.4 million favorable to budget through June, which was up about 7 percent from last year. The favorable budget variance for this year was primarily due to a timing of spending on contractual services. The increase from last year was somewhat related to timing of payments, but was also due to increases in purchases for water from the Trinity Aquifer. Interest expense was favorable to budget by $7.3 million for the first six months, in part due to savings achieved from the refunding earlier this year. The 2016 new debt would not be issued until later this year. And finally, impact fees and developer contributions for infrastructure continued to be very strong in the first half of 2016 at $76 million.

As a result of the favorable financial results over the last year, SAWS financial position continued to improve and was very strong. The net position increased almost $200 million during the last 12 months, which was an indication that SAWS was improving and growing.
She pointed out that the decrease in restricted investments of nearly $195 million during the last 12 months was due in large part to spending on the Capital Improvement Program (CIP), including the desal plant and integration pipeline. Outstanding debt during that same period actually decreased $44 million as a result. Commercial paper was issued, but the annual debt service principle payment was made in November, which resulted in a downfall or decrease of debt outstanding. And finally, both unrestricted investments as well as unrestricted equity showed improvement over the last 12 months. Typically, increases in unrestricted cash was used to help cash fund future CIP and to keep rates lower.

Cash flows during the first six months increased about $32 million from this same time a year ago due to the fact that the first six months last year were even wetter than this year. Also the rate increase helped to improve as well. The capital expenditures for the first half of 2016 were dramatically higher than the first half of 2015 at $165 million.

Financial ratios on a combined basis were stronger as of June 30, 2016 than at the end of last year. The total bonded debt coverage ratio of 1.6 times was a significant improvement from the end of the year. It was expected to take three to five years to get to the target of about 1.7 or 1.75 for that metric. There was a good chance that the metric could get to 1.7 by the end of the year, if revenues continued to improve. Also, day’s cash on hand was very strong at this point in time.

Mr. Rowe inquired about the deferred outflow of resource on net position. Ms. Bailey responded the Government Accounting Standard Board had come up with this nomenclature for certain items used to consider assets, but the biggest portion of that had to do with pension accounting. It was basically a deferred pension expense and had not been recognized yet in the income statement. This would be recognized in the system over time and amortized into expense, but that essentially represented the unfunded position of the pension plan. SAWS was now required to record the full pension liability on the balance sheet, and was set up as a deferred outflow of resource.

Mr. McGee inquired about the potential to reach AAA alignment. Doug Evanson replied it would be challenging. The coverage ratios would need to go from 1.6 to probably 1.7 or 1.75, and the metrics would need to be even stronger to achieve AAA.

49. President/Chief Executive Officer’s Report.

A. SAWS savings from refunding of Canyon Regional Water Authority Bonds

Mr. Puente gave an update on the Canyon Regional Water Authority bond refinancing approved at the June Board Meeting. There was an opportunity to work with Canyon Regional Water Authority regarding refinancing their bonds, and also address a water quality problem. At the time, there was a projected savings of about $1.75 million over the 15 years on the Wells Ranch Project, but it may be about $4 million in savings. On the Mid Cities Project, the estimated savings was about $750,000.00 over 11 years, but it may be a $2.3 million savings over that same period of time. He stated staff could not take credit for the market, but could take credit for the innovative way to fix the water quality problem at the same time as refinancing the bonds.

B. SAWS response to recent contractor-caused main breaks on the Northwest side

Mr. Puente discussed another issue causing broken water mains with the placement of fiber
optic in the ground by Google and AT&T. These issues had caused big problems for SAWS on the delivery of water. He asked Mr. Clouse to explain how SAWS handled these particular problems with the repair, delivery of water, and notification of customers.

Mr. Clouse discussed the coordinated effort of all departments at SAWS when dealing with emergency repairs. In July, there were two separate locations that had major pipelines hit by contractors. The two hits were unbelievably close together in the northwest section of San Antonio and almost from a timewise perspective right on top of each other. The first event was by a fiber optic contractor who failed to call and ask for locates prior to trenching and drilled right into a 36-inch pipe. The second break was about 24 hours later and about a mile away where a TxDOT contractor hit a larger 48-inch pipe. SAWS was in a critical and vulnerable position because tank levels were low because of the first break, and now there was a second break.

Fortunately, the necessary pipe was available; however, the right fitting was not available. This put crews in a situation where not only did it take time to dig into the area and do the tough repair, but they had to wait for some things to ship to complete the repair. This situation also put a tremendous amount of pressure on production and managing the tank levels. He discussed the peak customer demand levels and other issues such as a fire that could cause a problem managing the tank levels.

He discussed the different types of outreach to the community to notify the customers of the situation and to request cooperation to assist SAWS efforts to resolve the issue. All types of media were used to reach out such as press coverage, SAWS website, Nextdoor, Facebook, Twitter, and Periscope. Also, direct contact was made with some of the largest irrigation customers in the area to request voluntary suspension of outdoor watering. This effort was also used to keep the customers informed of the situation. Within about a 36-hour period, crews worked non-stop to restore the system and get everything back to normal.

Mr. Clouse reviewed the lessons learned from these two events. There was significant work being done for the fiber optic installations in San Antonio, and there would undoubtedly be a multiple of hits from these contractors during the installation. He discussed a meeting with the City and the coordinated efforts of all parties to address the issue. The use of new communication tools also made the outreach more effective and provided more information to the community. Ongoing work with the contractors and the City on new procedures and policies were underway to protect the system and to find ways to minimize the exposure.

Mr. McGee asked if West Texas Drilling would be billed for the damage and repairs. Mr. Clouse replied that staff was working to issue claims and to bill the firms.

Ms. Jasso asked if there was a dedicated person or a hotline to answer questions regarding service locates. Mr. Clouse responded that there was now a dedicated path for the contractors to request locates. Staff was also discussing the use of the phone messaging system to call particular neighborhoods where the contractors would be installing fiber optic.

Mr. Puente added that the City of San Antonio recognized this was a problem. City Manager Sheryl Sculley asked all the public utilities to mobilize and work with each other.

Ms. Merritt thanked Mr. Clouse for his diligence, and the team for working the long hours to solve the problem.
On behalf of the Board, Chairman Guerra thanked Mr. Clouse for bringing the report forward because the Board realized the commitment it took during these times. SAWS team did an outstanding job, and the Board really appreciated what the team had done during these two situations.

Chairman Guerra thanked Mr. Puente for his report. He took a moment to publicly recognize Mr. Puente for his accomplishments, humility and continued value to SAWS. Under the Consent Agenda, the Board had approved a performance and a salary increase for Mr. Puente based on him meeting his goals for the last year and for continuing to go above and beyond the call of duty. He reviewed several examples of Mr. Puente’s leadership which included regional and community partnerships, regulatory relationships, numerous awards, and ongoing efforts related to the Vista Ridge Project.

Mr. Puente thanked the chairman for the comments. He stated he wanted the Board to understand and realize that his success came from the guys in the trenches working under those emergency conditions and individuals answering customers’ phone calls. It also came from the Board setting direction for him to implement.

Ms. Merritt thanked Mr. Puente for taking the time to explain issues and for keeping the Board abreast of what was going on in the system.

Chairman Guerra thanked the Board for participating in the evaluation process over the last few months.

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

None

At this point in the meeting, an Executive Session was held. The time was 11:35 a.m.

51. The Regular Session of the August 2, 2016, Regular Board Meeting is hereby recessed to hold an Executive Session and discuss the matters listed below pursuant to Sections 551.071 and 551.076 of the Texas Open Meetings Act.

52. EXECUTIVE SESSION.

A. Deliberation regarding deployment, or specific occasions for implementation, of security personnel or devices, and consultation with attorneys regarding such security matters.

B. Consultation with attorneys regarding legal matters in connection with the construction contract between the San Antonio Water System and S.J. Louis Construction of Texas, Ltd. for the Southwest Bexar Sewer Pipeline Project (a/k/a Medina River Sewer Outfall Project) Segment 3.

53. The Regular Session of the Regular Board Meeting of August 2, 2016, is hereby reconvened.
The meeting reconvened at 12:54 p.m. The Chairman stated that no decisions were made in Executive Session.

Chairman Guerra moved back to Items 46 and 47. He stated Item 46 was pulled and no action would be taken on the item.

46. A Resolution awarding a service contract to G4S Secure Solutions (USA), Inc. in an amount not to exceed $15,422,495.64 for a three-year contract period with the option of two one-year extensions for security services. Total expenditures: $15,422,495.64. (JEFF HABY – JOSHUA DEAN)

47. A Resolution approving an extension to a service contract with US Security Associates, Inc. in an amount not to exceed $400,000.00 for a two-month period through October 2, 2016 for security services. Total expenditures: $400,000.00. (JEFF HABY – JOSHUA DEAN)

Joshua Dean presented Item 47, extension to a service contract with US Security Associates, Inc. The contract expired today. The request would provide an extension through October until a contract was assigned to a new company. This extension would provide time for the new company to be trained, and provide a transition to not lose the amount of service that SAWS was accustomed to for protection services.

Staff recommended the approval of a contract extension with US Security Association, Inc. in an amount not to exceed $400,000.00 for a two-month period through October 2, 2016.

Mr. Rowe made a motion to approve Item 47. Ms. Merritt seconded the motion.

Ms. Jasso inquired about training the new company. Mr. Dean replied the contract for the security guard services had already expired. The extension with the current provider would allow for additional time to bring over data back to the Board regarding the award of a new contract and hopefully to provide some training.

After no further discussion, Item 47 was unanimously approved. Electronic voting. Mayor Taylor was not present for the vote.

54. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF AUGUST 2, 2016, IS HEREBY ADJOURNED.

The San Antonio Water System Board of Trustees Meeting of August 2, 2016, adjourned at 12:56 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>This Board Meeting</th>
<th>Year-to-Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Award of New One Time Purchases of Materials, Equipment or Services</td>
<td>Number of Contracts (SMWB)</td>
<td>Estimated Amount (SMWB)</td>
</tr>
<tr>
<td>(December 2014)</td>
<td>6</td>
<td>1,186,563.61</td>
</tr>
<tr>
<td></td>
<td>1</td>
<td>100,780.00</td>
</tr>
<tr>
<td>B. Award of New and Renewal of Annual Goods &amp; Services Requirements Contracts and Maintenance Agreements (December 2014)</td>
<td>13</td>
<td>4,882,557.87</td>
</tr>
<tr>
<td></td>
<td>3</td>
<td>792,645.00</td>
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<tr>
<td></td>
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<td>$6,069,121.48</td>
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<tr>
<td></td>
<td></td>
<td>$893,425.00</td>
</tr>
<tr>
<td>SMWB Purchasing Contracts (percentage)</td>
<td>21.05%</td>
<td>14.72%</td>
</tr>
</tbody>
</table>

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.

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 4th day of October, 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>1. Xylem Water Solutions</td>
<td>One Time Purchase of a Submersible Non-Clog Sewage Pump for the Medio Creek Water Recycling Center</td>
<td>All</td>
<td>$ 59,592.12</td>
<td>This is a one time purchase of one (1) each submersible non-clog sewage pump for the Medio Creek Water Recycling Center. This will replace existing twelve inch submersible sewage pump that has been rebuilt and repaired several times. DIRECTOR Comments: This contract is for the purchase of a submersible non-clog sewage pump for the Medio Creek Water Recycling Center. Twenty one sewage pump manufacturers were invited to bid. We received 4 &quot;no bids&quot; with the cited reason being that they could not meet the specifications and the requirements to use the existing guide rails and discharge fitting below the water level. This is an exact match of the existing pump and can be installed without any structural, piping or electrical modifications. The criticality of this pump makes the non-clog sewer pump offer by Xylem as the only available source for this application. Recommend award.</td>
</tr>
<tr>
<td>2. Halifax Security, Inc. (SBE)</td>
<td>One Time Purchase of Security Cameras, Video Recorders and Accessories for Maintenance, Repair, Replacement and Improvement of Existing Equipment</td>
<td>All</td>
<td>$ 100,780.00</td>
<td>This is a one time purchase of security cameras and accessories for the Security Department. Purchase will provide the maintenance, repair replacement and improvement of the Systems video surveillance infrastructure.</td>
</tr>
<tr>
<td>3. Equipment Depot</td>
<td>Purchase of three (3) each Forklifts with Pneumatic Tires 10,000 capacity</td>
<td>All</td>
<td>$ 125,970.00</td>
<td>These units are part of the vehicle equipment replacement program and will be assigned to System locations.</td>
</tr>
</tbody>
</table>

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

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<tr>
<td>4. RDO Equipment</td>
<td>Purchase of one (1) Crawler Dozer</td>
<td>All</td>
<td>$ 157,956.82</td>
<td>This unit is part of the vehicle equipment replacement program and will be assigned to System location.</td>
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<td></td>
<td>Bid No. 16-16094</td>
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<tr>
<td>5. JCB of South Texas</td>
<td>Purchase of one (1) each Four-Wheel-Drive, Rubber Tire, Articulated Loader (4 cubic yard)</td>
<td>All</td>
<td>$ 179,364.67</td>
<td>This unit is part of the vehicle equipment replacement program and will be assigned to System location.</td>
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<td></td>
<td>Bid No. 16-16092</td>
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<tr>
<td>6. Hobas Pipe USA</td>
<td>Purchase of 36 inch Fiberglass Reinforced Sewer Pipe SN-46</td>
<td></td>
<td>$ 562,900.00</td>
<td>This is a one time purchase of fiberglass reinforced sewer pipe. This purchase is for 8,660 feet of 36 inch Fiberglass Reinforced Sewer Pipe (SN-46) for the Westpoint East Sewer Extension.</td>
</tr>
<tr>
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<td>Bid No. 16-16090</td>
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1,186,563.61

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Board Date: October 4, 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.

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<tr>
<th>VENDOR</th>
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<th>PURCHASES</th>
<th>REMARKS</th>
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</table>
| 1. Verizon      | Annual Contract for Private IP Network Support Bid No. 16-16103 | All    | $60,394.68  | This is a sole source. This is a new contract. This contract will be utilized to provide network connectivity to SAWS critical infrastructure at pump stations, lift stations and chilled water meters. This contract will be effective Date of Award (October 4, 2016) through October 3, 2019. DIRECTOR Comments:  
This contract will provide for network connectivity to SAWS critical infrastructure. It is imperative that this solution be secured by a private network (one that does not traverse the internet) so that it cannot be compromised by outside threats. In addition to the private network, additional features are provided such as traffic prioritization that provides dedicated bandwidth to SAWS which ensures SAWS traffic for SCADA control is able to move across the Verizon network when there are emergencies or disaster situations when the network becomes heavily loaded. Verizon is the only vendor that can provide the required end-to-end secure private network link between cellular and data networks to include providing for traffic prioritization. Recommend award. |
| 2. U.S. Peroxide, LLC | Annual Contract for 50% Hydrogen Peroxide Solution Bid No. 16-0421  | All Option 1               | $510,400.00  | This is a new contract. This contract will be utilized for the delivery of 50% Hydrogen Peroxide Solution to the Dos Rios Water Recycling Center to treat sewage delivered by waste haulers and to treat transferred sludge from the Leon Creek Water Recycle Center. This contract will be effective Date of Award (October 4, 2016) through September 30, 2017. 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 for in future years budgets. |

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

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</thead>
<tbody>
<tr>
<td>3. Gerloff Company, Inc.</td>
<td>Request for Proposal Annual Contract for Sewer Backup Response Services Bid No. 16-16009</td>
<td>All</td>
<td>$ 69,762.38</td>
</tr>
<tr>
<td>4. BFI Waste Systems of North America, LLC</td>
<td>Annual Contract for Landfilling of Biosolids Bid No. 10-0791</td>
<td>All</td>
<td>$ 2,828,314.52</td>
</tr>
</tbody>
</table>

**REMARKS**

This is a new contract. This contract will be utilized for a Sewer Backup response services limited to extraction, cleaning and sanitizing services as part of the Sewer Backup Response Program for the purpose of retaining a Contractor to provide assistance to customers who experience a sewer backup on their premises. This contract will be effective Date of Award (October 4, 2016) through May 31, 2017. 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 for in future years budgets.

**DIRECTOR Comments:**

This contract will be utilized by SAWS Claims department to dispatch for services as a part of the Sewer Backup Response Program when a SAWS customer experiences a backup on their premises. Three different vendors attended the Mandatory Pre-Bid. One of those vendors submitted a "no bid" explaining they did not have resources to take on additional work at this time due to work in other regional areas due to recent flooding. Recommend award.

This is an extension of an existing contract. This contract will be utilized by System for the disposal of biosolids at a registered or permitted co-disposal landfill. BFI Waste Systems of North America has performed well during the contract period. This item adds additional funds in the amount of $346,114.52 for 2016 and adds funds for Extension 3 in the amount of $2,482,200.00 for 2017 for a total of $2,828,314.52. This contract extension will be effective January 1, 2017 through December 31, 2017.

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

Board Date: October 4, 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>NO(s.)</th>
<th>PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>5. Bio-Aquatic Testing, Inc. (SBE)</td>
<td>Biomonitoring Analytical Services Bid No. 13-3014</td>
<td>All</td>
<td>$55,845.00</td>
<td>This is an extension of an existing contract. This contract will be utilized to provide for Bio-Monitoring Analytical Services. The System Wastewater Recycling Centers are required by the TCEQ regulatory agency to monitor for whole effluent toxicity or WET and/or Biomonitoring adhering to a specific schedule. Base bid, first and second extension total $55,845.00. Bio-Aquatic Testing, Inc. has performed well during the contract period and System has determined pricing to be favorable. This contract extension will be effective January 1, 2017 through December 31, 2017. If determined that an extension is favorable to System, price and service considered, the award includes the availability of one (1) additional one-year options to extend as provided for and approved in future year's budgets.</td>
</tr>
<tr>
<td>6. Compact Construction Equipment dba Bobcat of San Antonio</td>
<td>Annual Contract for Melroe-Clark Bobcat Parts and Service Bid No. 14-0199</td>
<td>All</td>
<td>$71,420.19</td>
<td>This is an extension of an existing contract. This contract will be utilized by the System for the purchase of Bobcat parts and service. Base bid and first and second extension total $71,420.19. Compact Construction Equipment dba Bobcat of San Antonio has performed well during the contract period and System has determined pricing to be favorable. This contract extension will be effective Date of Award (October 4, 2016) through September 30, 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>

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

Board Date: October 4, 2016
Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements

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<th>NO(s)</th>
<th>PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Xerox Corporation</td>
<td>Annual Contract for Xerox Printer Toner Supplies</td>
<td>All</td>
<td>$56,140.00</td>
<td>This is an extension of an existing contract for Melroe-Clark Bobcat construction equipment parts and service. The System's fleet consists of nine (9) pieces of Bobcat equipment. Quality Equipment was purchased by Compact Construction Equipment dba Bobcat of San Antonio. Bobcat of San Antonio is the only local authorized dealer and repair facility for Melroe-Clark Bobcat equipment. Recommend award.</td>
</tr>
</tbody>
</table>

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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.

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<tr>
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<th>NO(s.)</th>
<th>PURCHASES</th>
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</tr>
</thead>
<tbody>
<tr>
<td>8. HD Supply Waterworks,</td>
<td>Annual Contract for Copper Tubing Size HDPE DR-9 Pipe Bid No. 14-1417</td>
<td>All</td>
<td>$66,837.10</td>
<td>This is an extension of an existing contract. This contract will be utilized for the purchase of HDPE DR-9 Pipe in copper tubing. Base bid and first and second extension total $66,837.00. HD Supply Waterworks, Ltd. has performed well during the contract period and System has determined pricing to be favorable. This contract extension will be effective Date of Award (October 4, 2016) through September 30, 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>
<tr>
<td>Ltd.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. J.R.'s Plumbing (MBE)</td>
<td>Best Value Bid for Annual Contract for Plumbing Contractors for the Plumber</td>
<td>All</td>
<td>$69,950.00</td>
<td>This is a current annual contract and additional funds are being requested. This contract will be utilized by the Conservation Group to provide plumbing contractors to conduct water related plumbing repairs for low-income residential customers who qualify through Plumber to People and Conservation Make-Over Programs. This item was previously Board awarded on October 27, 2015 for an amount of $263,800.00. Maintaining affordable water for low-income customers is a priority for SAWS. In 2016, Plumbers to People requests have increased by 20-25% and thus will provide an additional 100 to 125 customers with plumbing leak repairs. This trend is expected to continue into the future, thus this Board item seeks to increase the dollars of current period thru November 30, 2016 and extension years by $65,950.00 (25%) each for a revised total of $329,750.00. Extension will be December 1, 2016 through November 30, 2017.</td>
</tr>
<tr>
<td></td>
<td>To People and Conservation Make-Over Program</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Bid No. 15-1165</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements

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<th>PURCHASES</th>
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</tr>
</thead>
<tbody>
<tr>
<td>10. Austin Armature Works (SBE)</td>
<td>Annual Contract for Wastewater Submersible Pump Unit Repair Services Bid No. 16-5053</td>
<td>All</td>
<td>$666,850.00</td>
<td>This is a new contract. This contract will be utilized for repair services of wastewater submersible pumps including labor, materials, tools, equipment, supervision and quality control work on an as needed basis. This contract will be effective Date of Award (October 4, 2016) through September 30, 2017. If determined that an extension is favorable to the System, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for and approved for in future years budgets.</td>
</tr>
<tr>
<td>11. Praxair Distribution</td>
<td>Annual Contract for Liquid Carbon Dioxide (99.5%) Bid No. 16-16057A</td>
<td>All</td>
<td>$(313,707.60)</td>
<td>Rescind Item B.5 from the August 2, 2016 Board Items. This item was awarded to Praxair Distribution at the August 2, 2016 Board Meeting. Praxair Distribution informed SAWS that they could not provide Liquid Carbon Dioxide to SAWS as it's not available from their Texas CO2 source and the individual who signed the bid was not an authorized agent for Praxair Distribution to sign the bid. Next low bidder has confirmed they will honor their bid.</td>
</tr>
<tr>
<td>12. Airgas USA, LLC</td>
<td>Annual Contract for Liquid Carbon Dioxide (99.5%) Bid No. 16-16057A</td>
<td>All</td>
<td>$348,564.00</td>
<td>This is a new contract. This contract will be utilized by System employees for delivery of liquid carbon dioxide, 99.5% purity for use in treatment of potable water supplies at the Desal Plant and Twin Oaks ASR Treatment Facility. This contract will be effective Date of Award (October 4, 2016) through May 31, 2017. If determined that an extension is favorable to the System, price and service considered, the award includes the availability of three (3) additional one-year options to extend as provided for and approved for in future years budgets.</td>
</tr>
</tbody>
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Board Date: October 4, 2016
Award of New and Renewal Annual Goods & Services Requirement Contracts and Maintenance Agreements

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<th>NO(s.)</th>
<th>PURCHASES</th>
<th>REMARKS</th>
</tr>
</thead>
</table>
| 13. CalAmp Radio Satellite Integrators | Annual Contract for GPS Tracking System Monitoring Bid No. 16-16030 | All | $78,080.00 | DIRECTOR Comments:
This contract is for the purchase of Liquid Carbon Dioxide to be used at the Desal Plant and at the Twin Oaks ASR Treatment Facility. Originally thought we had two respondents, however, Praxair does not have a source for the product. Historically we have purchased this product from Airgas. Recommend award. This is a sole source. This is an extension of an existing contract. This contract will be utilized by the System for continued monitoring of GPS vehicle locations until the new contract is awarded and installed. Base bid and first extension total $78,080.00 CalAmp Corporation has performed well during the contract period and the System has determined pricing to be favorable. This contract extension will be effective Date of Award (October 4, 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 six (6) month to month options to extend as provided for and approved for in future years budgets. |

$4,882,557.87

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

BID NO. 16-16075A

PURCHASE OF ONE TWELVE INCH SUBMERSIBLE NON CLOG SEWAGE PUMP FOR MEDIO CREEK WASTE WATER TREATMENT PLANT
SINGLE SOURCE

Bid No. 16-1616075A solicited bids to replace one (1) existing twelve inch submersible non clog sewage pump for Medio Creek Waste Water Treatment Plant. The existing pump has been rebuilt and repaired several times over the years and are now considered unrepairable. This particular pump station does not have any type of screening or grit removal ahead of it so the pumps must be capable of passing raw rag-laden unscreened sewage, containing solids, grit, rags, and other fibrous materials without clogging or wearing prematurely. The bid documents for this particular pump required a hardened impeller to stand up the heavy grit and rag laden wastewater. Flygt Submersible pumps are equipped with an extremely hard impeller that has a sharpened leading edge. This pump is specifically designed to deal with rag and fibrous material laden wastewater. The replacement pump also has to adapt to the existing pump guide rails and discharge fitting below the water level that allow the submersible pump to be pulled/installed without dewatering the pump station.

Xylem Water Solutions is the manufacturer of the submersible non clog sewage pump. Xylem Water Solutions is the single responsible bidder for the purchase of the existing twelve inch submersible non clog sewage pump for Medio Creek Waste Water Treatment Plant.

Twenty-one sewage pump manufacturers were invited to bid. The bid required respondents to use the existing guide rails and that the proposed pump mate to the existing discharge fitting below the water level. We received four (4) “no bids” with the cited reason being that “we cannot meet the specifications highlighted in the attached bid”. In summary, none of the other pump manufacturers could compete due to the pump specifications and the requirements to use the existing guide rails and discharge fitting below the water level.

The pumps submitted by Xylem Water Solutions are an exact match of the existing pumps and meet all the requirements of the specifications. The pumps can be installed without any structural, piping, or electrical modifications. The criticality of this particular pump makes the submersible non-clog sewer pump offered by Xylem Water Solutions the only available source for this application.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Twelve inch submersible non-clog sewage pump</td>
<td>1</td>
<td>$57,942.12</td>
<td>$57,942.12</td>
</tr>
<tr>
<td>Freight FOB Medio Creek Waste Water Treatment Plant</td>
<td>1</td>
<td>$1,650.00</td>
<td>$1,650.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td>$59,592.12</td>
</tr>
</tbody>
</table>

- The award amount is $59,592.12
**SAN ANTONIO WATER SYSTEM**  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  

**TABULATION OF BIDS**

**PROPOSAL**  
Purchase of One (1) Submersible Non-Clog Sewage Pump for the Medio Creek Water Recycling Center

**TIME & DATE**  
3:00 p.m., August 8, 2016

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>Xylem Water Solutions 7096 Highway 87 East #2 China Grove, TX 78253</th>
<th>Pump Motor Controls</th>
<th>Weisinger, Inc.</th>
<th>ISI-TX</th>
<th>Pump Solutions, Inc.</th>
</tr>
</thead>
</table>
| 1.      | 1 ea.  
Complete Submersible Non-Clog Sewage Pump/Motor, and retrieval chain/device | UNIT | UNIT PRICE 57,942.12 | NO BID | NO BID | NO BID |
| 2.      | 1 LS  
Freight FOB San Antonio Water System, Medio Creek Water Recycling Center, 2231 Hunt Lane, San Antonio, TX 78227 | UNIT | UNIT PRICE 1,650.00 | NO BID | NO BID | NO BID |

**TOTAL**  
UNIT TOTAL 57,942.12  
UNIT TOTAL 1,650.00  
TOTAL 59,592.12

**TERMS**  
Net  
30 days

**DELIVERY DAYS**  
12-13 weeks

*LOW BIDDER*

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

- A&A Pump Co., Inc.
- Ajax Environmental & Safety Supply
- AMS Texas
- Automatic Pump
- CB Solutions
- Cuvo Pumping Solutions
- El Paso Phoenix Pumps
- Enviro-Pump of SA
- Gator Pump
- Industrial Systems Inc.
- ISI TX
- Macaulay Controls
- Weisinger, Inc.
- Odessa Pumps
- Progressive Pumps Corp.
- ProMinent Fluid Controls
- Pump Motor Controls
- Pump Power
- Pump Solutions
- Pumps and Equipment
- Pumps of Houston
- Smith Pump Co.
- Triple Pump Co.
- Xylem Water Solutions
- Demandstar
- SAWS Website
<table>
<thead>
<tr>
<th>PAGE NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOT. PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 ea.</td>
<td>Axis P3364-VE Exterior Vandal Resistant Fixed Dome IP Camera, or approved equal</td>
<td>600.00</td>
<td>6,000.00</td>
</tr>
<tr>
<td>15 ea.</td>
<td>Axis P3364-VE Exterior Vandal Resistant Fixed Dome IP Camera, or approved equal</td>
<td>600.00</td>
<td>9,000.00</td>
</tr>
<tr>
<td>20 ea.</td>
<td>Axis P3364-VE Exterior Vandal Resistant Fixed Dome IP Camera with IR Illumination, or approved equal</td>
<td>600.00</td>
<td>12,000.00</td>
</tr>
<tr>
<td>7 ea.</td>
<td>Axis Q6941-E Minib Bullet Vandal Resistant PTZ Dome IP Camera, or approved equal</td>
<td>1,000.00</td>
<td>7,000.00</td>
</tr>
<tr>
<td>5 ea.</td>
<td>Axis Q6950-VE Exterior Vandal Resistant Dome IP Camera, or approved equal</td>
<td>1,000.00</td>
<td>5,000.00</td>
</tr>
<tr>
<td>5 ea.</td>
<td>Axis Q6950-VE Exterior IP Camera, or approved equal</td>
<td>1,000.00</td>
<td>5,000.00</td>
</tr>
<tr>
<td>5 ea.</td>
<td>Axis Q7616-LE Exterior IP Camera with Built-in IR Illumination, or approved equal</td>
<td>1,000.00</td>
<td>5,000.00</td>
</tr>
<tr>
<td>10 ea.</td>
<td>APC Smart-UPS 1500VA SMT1500RMI2U, or approved equal</td>
<td>650.00</td>
<td>6,500.00</td>
</tr>
<tr>
<td>10 ea.</td>
<td>APC Smart-UPS 750VA 120V US, or approved equal</td>
<td>650.00</td>
<td>6,500.00</td>
</tr>
<tr>
<td>10 ea.</td>
<td>MP Exterior Wide Angle Fixed Dome IP Network Camera, Small be Axis P3365 VE, or approved equal</td>
<td>600.00</td>
<td>6,000.00</td>
</tr>
<tr>
<td>10 ea.</td>
<td>MP IP Fixed Dome Camera</td>
<td>600.00</td>
<td>6,000.00</td>
</tr>
</tbody>
</table>

**SAN ANTONIO WATER SYSTEM**

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78208-2449**

**TABULATION OF BIDS**

**One Time Purchase of Security Cameras, Video Recorders and Accessories for Maintenance, Repair, Replacement and Improvement of Existing Equipment**

**3:00 p.m., August 17, 2016**

**ITEM NO. | DESCRIPTION AND APPROXIMATE QUANTITY | UNIT PRICE | TOT. PRICE**
# SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**  
SAN ANTONIO, TEXAS 78208-2449

**TABULATION OF BIDS**

One Time Purchase of Security Cameras, Video Recorders and Accessories for Maintenance, Repair, Replacement and Improvement of Existing Equipment

**DATE & TIME:** 3:00 p.m., August 17, 2016

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION AND APPRAISAL OR ENTRY</th>
<th>UNIT PRICE</th>
<th>PART NO.</th>
<th>MANUFACTURER</th>
<th>TEL NO.</th>
<th>ADDRESS</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>12</td>
<td>5MP Exterior Fixed Dome IP Network Camera Shall be Axis P3367-VE or approved equal</td>
<td>839.00</td>
<td>60872001</td>
<td>Axis Security</td>
<td>1-800-280-0274</td>
<td>200 South Main Street</td>
<td>12,585.00</td>
</tr>
</tbody>
</table>

**GRAND TOTAL**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit Price</th>
<th>Delivery Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net</td>
<td>108,780.00</td>
<td>15 days</td>
</tr>
<tr>
<td>Net</td>
<td>105,530.00</td>
<td>15 days</td>
</tr>
<tr>
<td>Net</td>
<td>108,390.75</td>
<td>15 days</td>
</tr>
<tr>
<td>Net</td>
<td>110,435.40</td>
<td>15 days</td>
</tr>
<tr>
<td>Net</td>
<td>113,308.90</td>
<td>15 days</td>
</tr>
</tbody>
</table>

**LOW BIDDER**

*LOW BIDDER WERE E-MAILED TO AND/OR PICKED UP BY:

3 Sivy Integrated  
911 Security Cameras  
A marketing and Service Co.  
A&B Security Integration  
Accurronics  
Advanced Connections, Inc.  
Alarm Integrations  
Alleran  
American Surveillance Co.  
Amzer  
Apstra Technology  
ARC  
Argyle Security  
Demandstar  
SAWS Website

Automatic Gates Cameras & More  
B&H Photo Feto & Electronics  
Blackbox Network Services  
Blue Armor Security  
Bob McIntosh Audio Visual Corp.  
Circle Surveillance  
Convergent Technologies  
DHS Security  
En Pointe Technologies  
Estech Sales & Service  
Facekey  
Fienriet Protection Systems  
Halifax Security  
IDN-ACME  
Int Security and Surveillance  
ISI Automation  
ISI Security  
Kraets Public Safety & Security Solutions  
LENSEC  
Mager Inc. Rx Technology  
MCS Fire & Security  
Multilink Security  
Norintex Integration  
North American Video  
P35 Co.  
Precision Task Group  
Royal Systems  
Securadyne System  
Sigma Solutions  
Sigma Surveillance  
Silmar Electronics  
SimplexGlimm  
Sology Solutions  
Structrue Works  
Valiant National AV Supply  
Via Technology  
WPCS-International TX Operations
**SAN ANTONIO WATER SYSTEM**

P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
TABULATION OF BIDS

**PROPOSAL FOR:**  
Purchase of Forklifts with Pneumatic Tires 10,000 Capacity  

**TIME & DATE:**  
3:00 p.m., August 9, 2016

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
<th>MANUFACTURER AND MODEL</th>
<th>TERMS</th>
<th>DELIVERY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Forklifts with Pneumatic Tires, 10,000 lb. capacity, complete, per specifications</td>
<td><em>41,990.00</em></td>
<td><em>125,970.00</em></td>
<td>Clark C50 STD 10,000 lb capacity</td>
<td>Net 30 days</td>
<td>120 days</td>
</tr>
</tbody>
</table>

*Low Bidder

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

- ASCO
- Briggs Equipment Co.
- Briggs Weaver Inc.
- Crown Lift Texas
- Equipment Depot
- Hertz Equipment Rental Corp.
- Holt Equipment
- Parkway Systems
- S&L Liftmaster
- Stewart & Stevenson
- Technology International, Inc.
- Toyota Lift of South TX
- United Rentals
- Demandstar
- SAWS Website
- Demandstar
- SAWS Website
# SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

## TABULATION OF BIDS

**PROPOSAL FOR TIME & DATE**

- **JTE.**
- **1.**
- **PROPOSAL FOR TIME & DATE**
- **JTE.**
- **1.**

**DESCRIPTION AND APPROXIMATE QUANTITY**

<table>
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<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Crawler Dozer, complete, per specifications</td>
<td>157,956.82</td>
<td>157,956.82</td>
</tr>
</tbody>
</table>

**Manufacturer and Model**

- **John Deere**
- **700K**
- **Net**
- **30 days**

**Terms**

- **Net**
- **30 days**

**Delivery**

- **60 days**
- **45 days**

**LOW BIDDER**

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

- **ASCO**
- **Equipment Depot**
- **Holt TX**
- **RDO Equipment Co.**
- **Romeo Equipment**
- **Waukesha-Pearce**

- **Demandstar**
- **SAWS website**

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

- **ASCO**
- **Equipment Depot**
- **Holt TX**
- **RDO Equipment Co.**
- **Romeo Equipment**
- **Waukesha-Pearce**

- **Demandstar**
- **SAWS website**

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

- **ASCO**
- **Equipment Depot**
- **Holt TX**
- **RDO Equipment Co.**
- **Romeo Equipment**
- **Waukesha-Pearce**

- **Demandstar**
- **SAWS website**
SAN ANTONIO WATER SYSTEM  
SANT ANTONIO, TEXAS 78298-2449  
TABULATION OF BIDS  

**PURCHASE OF FOUR-WHEEL-DRIVE, RUBBER TIRE, ARTICULATED LOADER (4-CUBIC YARD)**

**DATE:** 3:00 p.m., August 15, 2016

<table>
<thead>
<tr>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>UNIT PRICE</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Four-Wheel-Drive, Rubber Tire Articulated Loader (4-cubic yard) complete, per specifications</td>
<td>179,364.67</td>
<td>182,985.50</td>
<td>185,522.00</td>
<td>210,850.00</td>
<td>221,498.08</td>
<td>239,750.00</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>179,364.67</td>
<td>182,985.50</td>
<td>185,522.00</td>
<td>210,850.00</td>
<td>221,498.08</td>
<td>239,750.00</td>
<td></td>
</tr>
<tr>
<td><strong>Manufacturer and Model</strong></td>
<td>JCB Model 457ZX</td>
<td>Doosan DL 300-5</td>
<td>Case 821F Wheel Loader</td>
<td>Komatsu WA380-8</td>
<td>John Deere 64K</td>
<td>Caterpillar 950M</td>
<td></td>
</tr>
<tr>
<td><strong>Terms</strong></td>
<td>Net 30 days</td>
<td>Net 30 days</td>
<td>Net 30 days</td>
<td>Net 30 days</td>
<td>Net 30 days</td>
<td>Net 30 days</td>
<td></td>
</tr>
<tr>
<td><strong>Delivery</strong></td>
<td>30 days</td>
<td>180 days</td>
<td>60 days</td>
<td>30 days</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

- Associated Supply Co.
- Equipment Depot
- H&V Equipment Services
- Holt TX
- JCB of South TX
- RDO Equipment
- Romco Equipment
- Waukesha-Pearce

*LOW BIDDER*
SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS  78298-2449  
TABULATION OF BIDS

PROPOSAL  
FOR  
TIME & DATE  
3:00 p.m., August 29, 2016

ITEM NO | DESCRIPTION AND APPROXIMATE QUANTITY | UNIT PRICE | TOTAL |  
--- | --- | --- | --- | 
1. | 8,660 LF Fiberglass Reinforced Sewer Pipe (SN46) Size 36 inch, SAWS No. 14806 | 65.00 | 562,900 |  

TOTAL FOR ITEM 1 | 562,900 | 603,602 | 

Terms | Net | 5%  
Delivery Days | 30 days | 10 days | 

*LOW BIDDER

BIDS WERE E-MAILED TO AND/OR PICKED UP BY:

- Act Pipe
- Ferguson
- Fortiline
- HD Supply
- HOBES Pipe USA
- KTI Pipe
- Morrison
- Thompson Pipe Group

Demandstar
SAWS Website
This is the sole source justification for the above named project. This contract will be effective Date of Award (04 Oct 2016) through 03 Oct 2019.

This is a new sole-source contract, to be awarded to Verizon that will provide network connectivity to SAWS critical infrastructure at pump stations, lift stations, and chilled water meters. SAWS will be deploying Verizon wireless devices (modems) to provide SCADA network connectivity.

It is imperative that this solution be secured by a private network (one that does not traverse the internet), so that it cannot be compromised by outside threats. In addition to the private network, there are features such as traffic prioritization that provide dedicated bandwidth to SAWS, which is an important feature that will ensure SAWS traffic for SCADA control is able to move across the Verizon network when there are emergencies or disasters; situations when the network becomes heavily loaded.

Verizon was chosen as the sole-source provider, for this solution, as they are the only vendor that can provide the required end-to-end secure private network link between cellular and data networks to include providing for traffic prioritization. Other options, for consideration, do not provide these same key performance features as offered by Verizon. In addition, the cost of other similar options are in excess of the projected costs to be expended over the 36-month of the contract when compared to Verizon Rapid Delivery (VRD) pricing: (1) VRD - $1,677.63/mo, 36 mos = $60,394.68; (2) Verizon MiCTA - $3,168.90/mo, 36 mos = $114,080.40; and (3) AT&T - $4,703.60/mo, 36 mos = $169,329.60.

Note: VRD is the new Verizon process for circuit ordering and installation that decreases circuit delivery and activation timelines. MiCTA (Michigan Collegiate Telecommunications Association) is available to state, county, and municipal gov'ts. It coordinates group purchasing programs and aggregates member demand to facilitate purchases of competitively bid products and services.

Total cost is $60,394.68.
## PRICE SCHEDULE

<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>Location 1: 2800 US HWY 281 N, SATX</strong></td>
<td>MO</td>
<td>36</td>
<td>$670.79</td>
<td>$24,148.44</td>
</tr>
<tr>
<td>- Local Access - 100 Mbps</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Private IP Port - 10 Mbps</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Private IP Gateways</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Location 2: 1100 RICHLAND HILLS DR</strong></td>
<td>MO</td>
<td>36</td>
<td>$1,006.84</td>
<td>$36,246.24</td>
</tr>
<tr>
<td>United States</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Local Access - 100 Mbps</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Private IP Port - 5 Mbps</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td><strong>$60,394.68</strong></td>
<td></td>
</tr>
</tbody>
</table>
SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
TABULATION OF BIDS

**Annual Contract for 50% Hydrogen Peroxide Solution**  
(Date of Award through September 30, 2017)  
3:00 p.m., August 8, 2016

**OPTION 1**  
Hydrogen Peroxide Solution 50% (6 months)  
170,000 gallons  
170,000 gallons  
6 Totes  
Totes/Est. 6 Annually Usage  
12 months  
Monthly Facility/Lease Fee  
TOTAL OPTION 1  

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price/Gallon</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>170,000 gallons</td>
<td>170,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Totes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totes/Est. 6 Annually Usage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 months</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Facility/Lease Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**OPTION 2**  
Hydrogen Peroxide Solution 50% (3 months)  
170,000 gallons  
170,000 gallons  
6 Totes  
Totes/Est. 6 Annually Usage  
12 months  
Monthly Facility/Lease Fee  
TOTAL OPTION 2  

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price/Gallon</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>170,000 gallons</td>
<td>170,000</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Totes</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totes/Est. 6 Annually Usage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>12 months</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Monthly Facility/Lease Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**EXTENSION 1**  

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price/Gallon</th>
<th>Total Price</th>
</tr>
</thead>
</table>

**EXTENSION 2**  

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price/Gallon</th>
<th>Total Price</th>
</tr>
</thead>
</table>

**EXTENSION 3**  

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Price/Gallon</th>
<th>Total Price</th>
</tr>
</thead>
</table>

Terms: Net 30 days  
Delivery Days: 30 days

*AWARD OPTION 1*

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

- Alivia
- Bell Chemical
- Brenntag
- Continental Chemical USA
- DX Group
- DXI Industries
- Evoqua Water Technologies
- G&L Chemical
- Norwell Chemical
- Seidler Chemical
- Southern Ionics
- Univar USA
- US Peroxide
- Demandstar
- SAWS Website
REQUEST FOR PROPOSAL FOR
SEWER BACKUP RESPONSE SERVICES
SAWS Bid No. 16-16009

SUPPLEMENTARY COMMENTS:

Staff recommends that the contract be awarded to Gerloff Company Inc, Non-local/SMWB Classification firm, as the bidder who will provide the goods or services at the best value for the System based on the selection criteria set forth below. Price and other factors have been considered. In determining the “best value”, the Evaluation Criteria listed below have been considered and weighted as shown.

A) Evaluation Committee: All properly submitted bids were reviewed by an Evaluation Committee.

B) Weighted Evaluation Criteria: The following weighted criteria were considered to determine which bid offers the “best value” to the System.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Point</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Business Assignment Processes</td>
<td>20</td>
</tr>
<tr>
<td>b. References &amp; Similar prior experience/Operational History</td>
<td>10</td>
</tr>
<tr>
<td>c. Financial/Operational Stability</td>
<td>10</td>
</tr>
<tr>
<td>d. Bid Responsiveness</td>
<td>5</td>
</tr>
<tr>
<td>e. Bidder’s Pricing</td>
<td>40</td>
</tr>
<tr>
<td>f. Small Minority Women Business Program Compliance</td>
<td>15</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

System received bids from the following companies:

<table>
<thead>
<tr>
<th>NO</th>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>BEST VALUE SCORE</th>
<th>LOCAL/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>* Gerloff Company Inc.</td>
<td>$ 69,762.38</td>
<td>383.50</td>
<td>Non-Local/SMWB</td>
</tr>
<tr>
<td></td>
<td>Ext 1: $69,762.38</td>
<td>Ext 2: $69,762.38</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Ext 3: $69,762.38</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Best Value Proposal

Additionally, the overall SMWB analysis is shown in the following table:

1 of 2

Revision 6/12/12
ANNUAL CONTRACT FOR SEWER BACKUP
RESPONSE SERVICE
VENDOR NAME: GERLOFF COMPANY INC.

SMWB ANALYSIS – BOARD AWARD

<table>
<thead>
<tr>
<th>SBE</th>
<th>0.00%</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE - African American</td>
<td>0.00%</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>SMWB Total</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

PERIOD OF AWARD
This contract will be utilized by System for Sewer backup response services limited to extraction, cleaning and sanitizing services as part of the Sewer Backup Response Program for the purpose of retaining a Contractor to provide assistance to customers who experience a sewer backup on their premises (both interior and exterior).

This contract will be awarded from “Date of Award” (October 4, 2016) through May 31, 2017. 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.

In determining the best value staff considered relevant criteria specifically listed in the request for bid. Staff has determined that Gerloff Company Inc. will provide services at the best value to System.
## SAN ANTONIO WATER SYSTEM

### Request for Proposal

**For:** Sewer Backup Response Services  
**Date of Award through:** May 31, 2017

### Tabulation of Bids

#### Group 1: Equipment

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price/Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>69 Day Fans/Air Movers</td>
<td>26.01</td>
</tr>
<tr>
<td>88 Day Dehumidifiers</td>
<td>77.46</td>
</tr>
<tr>
<td>25 Day Air Scrubbers</td>
<td>70.00</td>
</tr>
</tbody>
</table>

**Sub Total Group 1:** 10,361.17

#### Group 2: Labor

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price/Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>102 Hour Content/Equipment Manipulation &amp; Monitoring</td>
<td>45.04</td>
</tr>
<tr>
<td>240 Hour Water Extraction/Remediation/Cleaning</td>
<td>45.04</td>
</tr>
<tr>
<td>3,000 Sq ft Tear Out Carpet/Padding</td>
<td>1.28</td>
</tr>
<tr>
<td>4,800 Sq ft Tear Out Wood Flooring</td>
<td>3.97</td>
</tr>
<tr>
<td>150 Sq ft Tear Out Vinyl Flooring</td>
<td>1.56</td>
</tr>
<tr>
<td>2,000 Ln Ft Tear Out Trim/Base</td>
<td>0.74</td>
</tr>
<tr>
<td>2,000 Sq ft Tear Out Dry Wall</td>
<td>1.06</td>
</tr>
<tr>
<td>20 Loads Disposal/Cartage (1 Pickup Truck Load)</td>
<td>107.87</td>
</tr>
</tbody>
</table>

**Sub Total Group 2:** 44,291.08

#### Group 3: Application

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Price/Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>24,221 Sq Ft Anti-Microbial Agent</td>
<td>0.20</td>
</tr>
<tr>
<td>10,000 Sq Ft Water Extraction from Hard Surface Floor</td>
<td>0.69</td>
</tr>
<tr>
<td>13 Trips Minimum Service Fee (5x5m/hard surface clean/no extract)</td>
<td>112.61</td>
</tr>
<tr>
<td>10 Calls After Hour Assignment (outside of regular business hours)</td>
<td>190.20</td>
</tr>
</tbody>
</table>

**Sub Total Group 3:** 15,110.13

**Grand Total Groups 1-3:** 69,762.38
SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS  78298-2449
TABULATION OF BIDS

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXTENSION 1</td>
<td></td>
<td>69,762.38</td>
</tr>
<tr>
<td>EXTENSION 2</td>
<td></td>
<td>69,762.38</td>
</tr>
<tr>
<td>EXTENSION 3</td>
<td></td>
<td>69,762.38</td>
</tr>
</tbody>
</table>

Terms

Delivery Days

BIDS WERE E-MAILED TO AND/OR PICKED UP BY:

- A Enviro Remediation
- Action DKI
- Ad Stormwater
- Air Waste
- Allen Environmental
- Alpha Omega Carpet Care
- AOC Environmental
- Clean Environments, Inc.
- First Call Restoration
- Gerloff Co
- Go 1 Priority
- Gruene Environmental Co.
- Jupe Environmental
- Knight Restoration
- PurClean
- ServPro of Alamo Ranch
- Terramed Remediation

Demandstar
SAWS Website
## SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS  78298-2449

### TABULATION OF BIDS

**PROPOSAL FOR**
Landfilling of Biosolids

**TIME & DATE**
(January 1, 2011 through December 31, 2014)
3:00 p.m., October 26, 2010

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE/NET</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Biosolids Landfill Tipping and Hauling</td>
<td>Wet Ton</td>
</tr>
<tr>
<td></td>
<td></td>
<td>26.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,210,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2,965,650.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3,145,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>37.00</td>
</tr>
</tbody>
</table>

| 1        | 85,000 tons/year | 2,965,650.00 |
| 2        | 30 days          | 3,145,000.00 |

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

- Allied Waste
- BFI Waste System
- Merrell Bros., Inc.
- Synagro of TX
- Texas Landfill Mgmt.
- Waste Mgmt. of TX
## Proposal for Time and Date

**Item No** | **Description and Approximate Quantity** | **Unit Price** | **Total** | **Bid Invitations Mailed to and/or Picked Up By**
---|---|---|---|---
1. | 16 each Parameters: Ceriodaphnia dubia Method: 7 day Chronic | 725.00 | 11,600.00 | Ensolve
2. | 16 each Parameters: Pimephales promelas Method: 7 day Chronic | 725.00 | 13,120.00 | Envirodyne Laboratories
3. | 8 each Parameters: Daphnia pulex Method: 48 hours Static Renewal | 325.00 | 2,600.00 | Environmental Monitoring Laboratories
4. | 8 each Parameters: Pimephales promelas Method: 48 hours Static Renewal | 325.00 | 2,600.00 | Eurofins Eaton Analytical
5. | 24 each Parameters: Daphnia pulex Method: 24 hours Static Acute Screen | 30.00 | 720.00 | Microbiological Labs
6. | 24 each Parameters: Pimephales promelas Method: 24 hours Static Acute Screen | 30.00 | 720.00 | Microbiology Specialist Incorporated

### Grand Total

<table>
<thead>
<tr>
<th></th>
<th><strong>Unit Price</strong></th>
<th><strong>Total</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>30,840.00</td>
<td>37,840.00</td>
</tr>
</tbody>
</table>

**Terms**

- Net 30 days
- Net 30 days

**Delivery**

- 21 calendar days can rush when needed at no cost
- 16 calendar days

**Bid Invitations Mailed to and/or Picked Up By:**

- Analytical Water & Wastewater Services
- Anatek Labs - Spokane
- Aqu-Tech Laboratories
- Bio-Aquatic Testing Inc.
- Bio-Chem Laboratories
- Biotox
- Compco Analytical
- Element Materials Technology Houston
- Unity Lab Services

**Saws Website**
ITEM
BID NO. 14-0199
MELROE-CLARK BOBCAT PARTS AND SERVICE
SINGLE SOURCE

This is an extension of an existing contract. Bid No. 14-0199 solicited bids for an annual contract to purchase parts and service for Melroe-Clark Bobcat construction equipment. The System's fleet contains nine (9) pieces of Bobcat equipment.

Quality Equipment Company was the single responsible bidder for the annual contract bid. Compact Construction Equipment DBA Bobcat of San Antonio has since purchased Quality Equipment.

Bobcat of San Antonio is the only local authorized dealer and repair facility for Melroe-Clark Bobcat equipment.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Melroe-Clark Bobcat Parts</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Melroe-Clark Bobcat Service</td>
<td>$9,810.00</td>
</tr>
<tr>
<td>3</td>
<td>Melroe-Clark Bobcat Individual items</td>
<td>$2,343.04</td>
</tr>
<tr>
<td></td>
<td>TOTAL</td>
<td>$22,153.04</td>
</tr>
</tbody>
</table>

The base award amount is $22,153.04

Base bid and first and second extension total $71,420.19. 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 in future year's budgets.
# SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

**TABULATION OF BIDS**

**PROPOSAL**

**FOR**

Annual Contract for Melroe-Clark Bobcat Parts & Service

**TIME & DATE**

(October 1, 2014 through September 30, 2015)
3:00 p.m., July 2, 2014

**ITEM NO.**

**DESCRIPTION & SPECIFICATIONS**

### ITEM I: MELROE-CLARK BOBCAT PARTS

Estimated SAWS will purchase $10,000 worth of Melroe Bobcat parts annually

<table>
<thead>
<tr>
<th>A.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Percent of discount offered</td>
</tr>
<tr>
<td>2.</td>
<td>Product Identification (Mfg.)</td>
</tr>
<tr>
<td>3.</td>
<td>Type price schedule (dealer, jobber, etc.)</td>
</tr>
<tr>
<td>4.</td>
<td>Price schedule number</td>
</tr>
<tr>
<td>5.</td>
<td>Date of price schedule</td>
</tr>
<tr>
<td>6.</td>
<td>Price schedule column on which discount is based (i.e., distributor, net, wholesale)</td>
</tr>
<tr>
<td>7.</td>
<td>Re-stocking orders placed every</td>
</tr>
</tbody>
</table>

### ITEM II: MELROE-CLARK BOBCAT SERVICE

Estimated SAWS will require 75 hours of shop labor and 20 hours of field labor annually

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Labor rate for field</td>
</tr>
<tr>
<td></td>
<td>Price</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>2.</td>
<td>Labor rate for shop</td>
</tr>
<tr>
<td></td>
<td>Price</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>3.</td>
<td>Shop Supplies (document how calculated)</td>
</tr>
<tr>
<td>4.</td>
<td>Up-charge for outside labor, cost plus</td>
</tr>
<tr>
<td>5.</td>
<td>Business Hours/Days per week</td>
</tr>
</tbody>
</table>

### ITEM III: INDIVIDUAL ITEMS LISTED FOR PRICE COMPARISONS

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Receiver drier, Mfr. Part No. 6674235</td>
</tr>
<tr>
<td></td>
<td>Unit Price</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>2.</td>
<td>Expansion valve, Mfr. Part No. 6675534</td>
</tr>
<tr>
<td></td>
<td>Unit Price</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>3.</td>
<td>Cab filter, Mfr. Part No. 6677983</td>
</tr>
<tr>
<td></td>
<td>Unit Price</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>4.</td>
<td>Cab filter, Mfr. Part No. 6678207</td>
</tr>
<tr>
<td></td>
<td>Unit Price</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>5.</td>
<td>Muffler protector, Mfr. Part No. 6692809</td>
</tr>
<tr>
<td></td>
<td>Unit Price</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>6.</td>
<td>Tilt cylinder rod, Mfr. Part No. 6810235</td>
</tr>
<tr>
<td></td>
<td>Unit Price</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>7.</td>
<td>Hydrostatic fluid, Mfr. Part No. 6904026</td>
</tr>
<tr>
<td></td>
<td>Unit Price</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
<tr>
<td>8.</td>
<td>55/47 antifreeze, Mfr. Part No. 6983128</td>
</tr>
<tr>
<td></td>
<td>Unit Price</td>
</tr>
<tr>
<td></td>
<td>Total</td>
</tr>
</tbody>
</table>
**SAN ANTONIO WATER SYSTEM**  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
**TABULATION OF BIDS**

**PROPOSAL**  
Annual Contract for  
Melroe-Clark Bobcat Parts & Service  
(October 1, 2014 through September 30, 2015)  
**DATE:** 3:00 p.m., July 2, 2014

**ITEM NO.** | **DESCRIPTION AND APPROXIMATE QUANTITY** | **UNIT PRICE** | **TOTAL**  
--- | --- | --- | ---  
9 | 4 ca. Tilt seal kit, Mfr. Part No. 7135547 | 36.70 | 146.80  
10 | 4 ca. Lift seal kit, Mfr. Part No. 7137939 | 44.78 | 179.12  
| **TOTAL** | | | 2,343.04  
| **TOTAL ITEMS I, II & III** | | | 22,153.04  
| **EXTENSION I** | | | 22,153.04  
| **EXTENSION 2** | | | 22,153.04  
| **EXTENSION 3** | | | 22,153.04  

**Terms**  
Net  
30 days  

**Delivery Days**  
5 days

*LOW BIDDER*

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

- **Quality Equipment Co**  
- **Demandstar**  
- **SAWS Website**
# SAN ANTONIO WATER SYSTEM

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

**TABULATION OF BIDS**

---

**DESCRIPTION AND APPROXIMATE QUANTITY**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Xerox Blue Toner</td>
<td>802.00</td>
<td>32,080.00</td>
</tr>
<tr>
<td>2</td>
<td>Xerox Red Toner</td>
<td>802.00</td>
<td>8,020.00</td>
</tr>
<tr>
<td>3</td>
<td>BASE YEAR TOTAL</td>
<td></td>
<td>40,100.00</td>
</tr>
<tr>
<td>4</td>
<td>Xerox Blue Toner</td>
<td>802.00</td>
<td>32,080.00</td>
</tr>
<tr>
<td>5</td>
<td>Xerox Red Toner</td>
<td>802.00</td>
<td>8,020.00</td>
</tr>
<tr>
<td>6</td>
<td>EXTENSION 1 TOTAL</td>
<td></td>
<td>40,100.00</td>
</tr>
<tr>
<td>7</td>
<td>Xerox Blue Toner</td>
<td>802.00</td>
<td>32,080.00</td>
</tr>
<tr>
<td>8</td>
<td>Xerox Red Toner</td>
<td>802.00</td>
<td>8,020.00</td>
</tr>
<tr>
<td>9</td>
<td>EXTENSION 2 TOTAL</td>
<td></td>
<td>40,100.00</td>
</tr>
<tr>
<td>10</td>
<td>Xerox Blue Toner</td>
<td>802.00</td>
<td>32,080.00</td>
</tr>
<tr>
<td>11</td>
<td>Xerox Red Toner</td>
<td>802.00</td>
<td>8,020.00</td>
</tr>
<tr>
<td>12</td>
<td>EXTENSION 3 TOTAL</td>
<td></td>
<td>40,100.00</td>
</tr>
<tr>
<td>13</td>
<td>Xerox Blue Toner</td>
<td>802.00</td>
<td>32,080.00</td>
</tr>
<tr>
<td>14</td>
<td>Xerox Red Toner</td>
<td>802.00</td>
<td>8,020.00</td>
</tr>
<tr>
<td>15</td>
<td>EXTENSION 4 TOTAL</td>
<td></td>
<td>40,100.00</td>
</tr>
</tbody>
</table>

---

**DELIVERY DAYS**

- Net: 30 days
- Low Bidder: 3-5 days

**LOW BIDDER**

- Accu Laser
- Affordable Custodial Supplies Inc
- All Points Solution
- Apollo Office Systems
- ARC
- Austin Ribbon & Computer
- Best Buy
- Bridghead IT Inc
- Canon
- Castello & Associates
- CDW-G
- Cessco
- Computer Color Grafix
- Computer Solutions
- Copy World
- Dashiell
- ELP
- Enhanced Laser
- Evolution Technologies
- First Service Technology
- Flores and Associates
- Genesis
- Genesis Business Systems
- Grlmco Inc
- HP
- InksellSanPedro.com
- Insight
- Integris
- Knight Office
- Kyocera Office Printers
- LAN-COMM Technologies Inc.
- Laser Tech
- Leek
- Meridiana Office
- New Beginning Capital Partnership
- New Life Toner
- Nolan Office Products
- Office Supply America
- Patriot Group
- PCCP Direct
- Printing Supplies

---

**PROFESSIONAL PLATTER**

- Professional Platter
- Ray Parson Office
- Rot's Laser Service Inc
- SH-G
- Staples
- Sydne LLC
- Telematic IT
- Xenor Corporation

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**NOTE**

- **NO BID**
# SAN ANTONIO WATER SYSTEM

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

**TABULATION OF BIDS**

**PROPOSAL**
Annual Contract for Copper Tubing Size HDPE

**FOR**
DR-9 Pipe

(October 1, 2014 through September 30, 2015)

**DATE**
3:00 p.m., August 22, 2014

## ITEM NO DESCRIPTION AND APPROXIMATE QUANTITY

### ITEM 1 HDPE TUBING DR-9

<table>
<thead>
<tr>
<th>ITEM</th>
<th>HDPE TUBING DR-9</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>30,000 ft</td>
</tr>
<tr>
<td></td>
<td>Tubing HDPE DR-9 CTS 3/4 IN, 100 ft roll copper tubing size, SAWS #39669</td>
</tr>
<tr>
<td></td>
<td>UNIT PRICE TOTAL</td>
</tr>
<tr>
<td></td>
<td>0.18 5,400.00</td>
</tr>
<tr>
<td></td>
<td>0.19 5,700.00</td>
</tr>
<tr>
<td></td>
<td>0.26 7,800.00</td>
</tr>
<tr>
<td></td>
<td>0.182 5,460.00</td>
</tr>
<tr>
<td>2.</td>
<td>10,000 ft</td>
</tr>
<tr>
<td></td>
<td>Tubing HDPE DR-9 CTS 1 IN, 100 ft roll copper tubing size, SAWS #39670</td>
</tr>
<tr>
<td></td>
<td>UNIT PRICE TOTAL</td>
</tr>
<tr>
<td></td>
<td>0.29 2,900.00</td>
</tr>
<tr>
<td></td>
<td>0.31 3,100.00</td>
</tr>
<tr>
<td></td>
<td>0.44 4,400.00</td>
</tr>
<tr>
<td></td>
<td>0.289 2,890.00</td>
</tr>
<tr>
<td>3.</td>
<td>5,000 ft</td>
</tr>
<tr>
<td></td>
<td>Tubing HDPE DR-9 CTS 1/2 IN, 100 ft roll copper tubing size, SAWS #39671</td>
</tr>
<tr>
<td></td>
<td>UNIT PRICE TOTAL</td>
</tr>
<tr>
<td></td>
<td>0.58 2,900.00</td>
</tr>
<tr>
<td></td>
<td>0.67 3,350.00</td>
</tr>
<tr>
<td></td>
<td>0.90 4,500.00</td>
</tr>
<tr>
<td></td>
<td>0.61 3,050.00</td>
</tr>
<tr>
<td>4.</td>
<td>5,000 ft</td>
</tr>
<tr>
<td></td>
<td>Tubing HDPE DR-9 CTS 2 IN, 100 ft roll copper tubing size, SAWS #39672</td>
</tr>
<tr>
<td></td>
<td>UNIT PRICE TOTAL</td>
</tr>
<tr>
<td></td>
<td>1.01 5,050.00</td>
</tr>
<tr>
<td></td>
<td>1.13 5,650.00</td>
</tr>
<tr>
<td></td>
<td>1.54 7,700.00</td>
</tr>
<tr>
<td></td>
<td>1.039 5,195.00</td>
</tr>
</tbody>
</table>

**TOTAL FOR ITEM 1**

<table>
<thead>
<tr>
<th></th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIT PRICE TOTAL</td>
<td>16,250.00 17,800.00 24,400.00 16,595.00</td>
</tr>
</tbody>
</table>

**Manufacturer Name & Product No.**
ADS-CTS 200 PSI-NSF JM Mfr. Co. ADS, JM Eagle ADS

### ITEM 2 LONG STAINLESS STEEL INSERTS FOR DR-9 HDPE PIPE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>LONG STAINLESS STEEL INSERTS FOR DR-9 HDPE PIPE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>8,000 ea. Insert Long S/S for HDPE CTS 3/4 IN copper tubing size, SAWS #39673</td>
</tr>
<tr>
<td></td>
<td>UNIT PRICE TOTAL</td>
</tr>
<tr>
<td></td>
<td>1.11 8,880.00</td>
</tr>
<tr>
<td></td>
<td>1.16 9,280.00</td>
</tr>
<tr>
<td></td>
<td>1.49 11,920.00</td>
</tr>
<tr>
<td></td>
<td>2.057 16,456.00</td>
</tr>
<tr>
<td>2.</td>
<td>2,500 ea. Insert Long S/S for HDPE CTS 1 IN copper tubing size, SAWS #39674</td>
</tr>
<tr>
<td></td>
<td>UNIT PRICE TOTAL</td>
</tr>
<tr>
<td></td>
<td>1.18 2,950.00</td>
</tr>
<tr>
<td></td>
<td>1.24 3,100.00</td>
</tr>
<tr>
<td></td>
<td>1.58 3,950.00</td>
</tr>
<tr>
<td></td>
<td>2.20 5,500.00</td>
</tr>
<tr>
<td>3.</td>
<td>600 ea. Insert Long S/S HDPE DR-9 CTS 1 1/2 IN copper tubing size, SAWS #39675</td>
</tr>
<tr>
<td></td>
<td>UNIT PRICE TOTAL</td>
</tr>
<tr>
<td></td>
<td>1.60 960.00</td>
</tr>
<tr>
<td></td>
<td>1.69 1,014.00</td>
</tr>
<tr>
<td></td>
<td>2.17 1,302.00</td>
</tr>
<tr>
<td></td>
<td>4.30 2,580.00</td>
</tr>
<tr>
<td>4.</td>
<td>900 ea. Insert Long S/S for HDPE CTS 2 IN copper tubing size, SAWS #39676</td>
</tr>
<tr>
<td></td>
<td>UNIT PRICE TOTAL</td>
</tr>
<tr>
<td></td>
<td>1.60 1,440.00</td>
</tr>
<tr>
<td></td>
<td>1.69 1,521.00</td>
</tr>
<tr>
<td></td>
<td>2.17 1,953.00</td>
</tr>
<tr>
<td></td>
<td>7.457 6,711.30</td>
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</tbody>
</table>

**TOTAL FOR ITEM 2**

<table>
<thead>
<tr>
<th></th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIT PRICE TOTAL</td>
<td>14,230.00 14,915.00 19,125.00 31,247.30</td>
</tr>
</tbody>
</table>

**Manufacturer Name & Product No.**
Ford Meter Box #51, 52 54 & 55 Ford Meter Box #51, 52, 53 & 54 James Jones 2803 Mueller

**TOTAL FOR ITEMS 1 & 2**

<table>
<thead>
<tr>
<th></th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNIT PRICE TOTAL</td>
<td>30,480.00 32,715.00 43,525.00 47,842.30</td>
</tr>
<tr>
<td>PROPOSAL FOR TIME &amp; DATE</td>
<td>ITEM NO</td>
</tr>
<tr>
<td>--------------------------</td>
<td>---------</td>
</tr>
<tr>
<td>Annual Contract for Copper Tubing Size HDPE</td>
<td></td>
</tr>
<tr>
<td>DR-9 Pipe</td>
<td></td>
</tr>
<tr>
<td>(October 1, 2014 through September 30, 2015)</td>
<td></td>
</tr>
<tr>
<td>3:00 p.m., August 22, 2014</td>
<td></td>
</tr>
</tbody>
</table>

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

- Act Pipe & Supply
- Ferguson Waterworks
- Fortline Waterworks
- Gjeske
- HD Supply Waterworks
- Morrison
- MS Teckline Pipe

Demandstar
SAWS Website
SUPPLEMENTARY COMMENTS:

Staff recommends that the contract be awarded to JR’s Plumbing, Local MBE firm, as the bidder who will provide the goods or services at the best value for the Water System based on the selection criteria set forth below. Price and other factors have been considered. In determining the “best value”, the Evaluation Criteria listed below have been considered and weighted as shown.

A) Evaluation Committee: All properly submitted bids were reviewed by an Evaluation Committee.

B) Weighted Evaluation Criteria: The following weighted criteria were considered to determine which bid offers the “best value” to the San Antonio Water System.

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Contractor’s Pricing</td>
<td>40</td>
</tr>
<tr>
<td>b. References &amp; Similar Prior Experiences</td>
<td>20</td>
</tr>
<tr>
<td>c. Availability of Bidder’s Resources</td>
<td>10</td>
</tr>
<tr>
<td>d. Small, Minority and Woman Business Program Compliance</td>
<td>15</td>
</tr>
<tr>
<td>e. Financial/Operational Stability</td>
<td>10</td>
</tr>
<tr>
<td>f. Bid Responsiveness</td>
<td>5</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>
SAWS received bids from the following companies:

<table>
<thead>
<tr>
<th>No</th>
<th>Bidders Name</th>
<th>Bid Amount</th>
<th>Best Value Score</th>
<th>Local/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>JR's Plumbing</td>
<td>TOTAL BID $263,800.00</td>
<td>461</td>
<td>Local/MBE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Extension 1: $263,800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Extension 2: $263,800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Extension 3: $263,800.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>A Ram Plumbing</td>
<td>TOTAL BID $284,725.00</td>
<td>423</td>
<td>Local/MBE</td>
</tr>
</tbody>
</table>

*Bidder offering the best value

**NOTE:** Payment will only be remitted after SAWS realizes recovery from overpayment or realizes savings attributable to Vendor's suggested improvements.

Additionally, the overall SMWB analysis is shown in the following table:

<table>
<thead>
<tr>
<th></th>
<th>SMWB Analysis – Board Award</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE – African American</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Asian</td>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
<td>100.00%</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-Minorit</td>
<td>0.00%</td>
</tr>
<tr>
<td>SMWB Total</td>
<td>100.00%</td>
</tr>
</tbody>
</table>

**PERIOD OF AWARD**

Award of contract shall begin upon the effective December 1, 2015, and terminates on November 30, 2016. Contract may be renewed under the same terms and conditions for three (3) additional one (1) year periods.

In determining the best value, staff considered relevant criteria specifically listed in the request for bid. Staff has determined that JR's Plumbing will provide services at the best value to SAWS.
# SAN ANTONIO WATER SYSTEM

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

## TABULATION OF BIDS

### PROPOSAL
Annual Contract for Wastewater Submersible Pump Unit Repair Services

### TIME & DATE
(October 1, 2016 through September 30, 2017)
3:00 p.m., August 22, 2016

### DESCRIPTION AND APPROXIMATE QUANTITY

#### FIRST YEAR BASE PERIOD

<table>
<thead>
<tr>
<th>ITEM</th>
<th>PUMP UNIT REPAIR SERVICES</th>
<th>Teardown Inspection Report (TIR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>5 ca. Large Pump (75 HP and greater)</td>
<td>UNIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,600.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>8,000.00</td>
</tr>
<tr>
<td>2.</td>
<td>20 ca. Small Pump (less than 75 HP)</td>
<td>UNIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>960.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>19,200.00</td>
</tr>
<tr>
<td>B</td>
<td>Final Repair Report (FRR)</td>
<td>Unit</td>
</tr>
<tr>
<td>3.</td>
<td>5 ca. Large Pump (75 HP and greater)</td>
<td>UNIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>300.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,500.00</td>
</tr>
<tr>
<td>4.</td>
<td>20 ca. Small Pump (less than 75 HP)</td>
<td>UNIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>300.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6,000.00</td>
</tr>
<tr>
<td>C</td>
<td>Pump Unit Repairs - Labor - Regular Time</td>
<td>UNIT</td>
</tr>
<tr>
<td>5.</td>
<td>500 hr. Large Pump (75 HP and greater)</td>
<td>UNIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>65.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>32,500.00</td>
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<tr>
<td>6.</td>
<td>1,000 hr. Small Pump (less than 75 HP)</td>
<td>UNIT</td>
</tr>
<tr>
<td></td>
<td></td>
<td>65.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>65,000.00</td>
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<tr>
<td>D</td>
<td>Pump Unit Repairs - Labor - Overtime</td>
<td>UNIT</td>
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<tr>
<td>7.</td>
<td>50 hr. Large Pump (75 HP and greater)</td>
<td>UNIT</td>
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<tr>
<td></td>
<td></td>
<td>85.00</td>
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<tr>
<td></td>
<td></td>
<td>4,250.00</td>
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<tr>
<td>8.</td>
<td>200 hr. Small Pump (less than 75 HP)</td>
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<tr>
<td></td>
<td></td>
<td>85.00</td>
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<tr>
<td></td>
<td></td>
<td>17,000.00</td>
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<tr>
<td>E</td>
<td>Pump Unit Repairs - Labor - Emergency</td>
<td>UNIT</td>
</tr>
<tr>
<td>9.</td>
<td>20 hr. Large Pump (75 HP and greater)</td>
<td>UNIT</td>
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<tr>
<td></td>
<td></td>
<td>97.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,950.00</td>
</tr>
<tr>
<td>10.</td>
<td>50 hr. Small Pump (less than 75 HP)</td>
<td>UNIT</td>
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<tr>
<td></td>
<td></td>
<td>97.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4,875.00</td>
</tr>
<tr>
<td>F</td>
<td>Explosion - Proof Submersible Pump Unit Repairs - Regular Time</td>
<td>UNIT</td>
</tr>
<tr>
<td>11.</td>
<td>10 hr. Large Pump (75 HP and greater)</td>
<td>UNIT</td>
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<tr>
<td></td>
<td></td>
<td>65.00</td>
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<tr>
<td></td>
<td></td>
<td>650.00</td>
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<tr>
<td>12.</td>
<td>20 hr. Small Pump (less than 75 HP)</td>
<td>UNIT</td>
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<tr>
<td></td>
<td></td>
<td>65.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1,300.00</td>
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</tbody>
</table>
**SAN ANTONIO WATER SYSTEM**  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
**PROPOSAL**  
**FOR**  
Annual Contract for Wastewater Submersible Pump Unit Repair Services  
**DATE**  
3:00 p.m., August 22, 2016  

**DESCRIPTION AND APPROXIMATE QUANTITY**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>13.</td>
<td>4 ca. UL Re-Certification</td>
<td>500.00</td>
<td>2,000.00</td>
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<tr>
<td>G.</td>
<td>Parts and Materials Allowance (mark-ups not to exceed 20%) $200,000 /Yr</td>
<td>15%</td>
<td>230,000.00</td>
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<tr>
<td>14.</td>
<td>Pump Parts and Materials</td>
<td>17%</td>
<td>234,000.00</td>
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**SUBTOTAL (ITEM I)**

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<tr>
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<th>TOTAL</th>
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<tbody>
<tr>
<td>394,225.00</td>
<td>458,359.60</td>
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**ITEM II SPECIALTY MACHINING WORK (mark-ups not to exceed 20%)**

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<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tbody>
<tr>
<td>65.00</td>
<td>96.50</td>
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<tr>
<td>32,500.00</td>
<td>48,250.00</td>
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**SUBTOTAL (ITEM II)**

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<td>94,125.00</td>
<td>121,225.00</td>
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**ITEM III FIELD AND TECHNICAL SUPPORT SERVICES**

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<th>UNIT PRICE</th>
<th>TOTAL</th>
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<td>75.00</td>
<td>96.50</td>
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<td>3,750.00</td>
<td>4,825.00</td>
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**SUBTOTAL (ITEM III)**

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<th>TOTAL</th>
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<tr>
<td>6,000.00</td>
<td>7,720.00</td>
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### SAN ANTONIO WATER SYSTEM

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

**TABULATION OF BIDS**

**PROPOSAL**
Annual Contract for Wastewater Submersible Pump Unit

**FOR:**
Repair Services

**TIME &**
(October 1, 2016 through September 30, 2017)

**DATE**
3:00 p.m., August 22, 2016

<table>
<thead>
<tr>
<th>ITEM IV</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>1. Submersible Pump Unit</td>
<td>$100,000 /yr</td>
<td>15%</td>
<td>115,000.00</td>
</tr>
<tr>
<td>2. Power Cable</td>
<td>$50,000 /yr</td>
<td>15%</td>
<td>57,500.00</td>
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<tr>
<td><strong>SUBTOTAL (ITEM IV)</strong></td>
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<td></td>
<td>172,500.00</td>
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<td><strong>FIRST YEAR BASE PERIOD TOTAL CONTRACT AMOUNT (ITEMS I, II, III AND IV)</strong></td>
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<td>666,850.00</td>
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<td><strong>OPTION YEAR I</strong></td>
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<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>1 A</td>
<td>PUMP UNIT REPAIR SERVICES Teardown Inspection Report (TIR)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Large Pump (75 HP and greater)</td>
<td>5 ea.</td>
<td>1,600.00</td>
<td>6,002.65</td>
</tr>
<tr>
<td>2. Small Pump (Less than 75 HP)</td>
<td>20 ea.</td>
<td>960.00</td>
<td>15,236.80</td>
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<tr>
<td>2 B</td>
<td>Final Repair Report (FRR)</td>
<td>5 ea.</td>
<td>300.00</td>
</tr>
<tr>
<td>3. Large Pump (75 HP and greater)</td>
<td>20 ea.</td>
<td>300.00</td>
<td>6,000.00</td>
</tr>
<tr>
<td>4. Small Pump (Less than 75 HP)</td>
<td>1,000 hr.</td>
<td>65.00</td>
<td>101,580.00</td>
</tr>
<tr>
<td>5. Large Pump (75 HP and greater)</td>
<td>65.00</td>
<td>101,580.00</td>
<td></td>
</tr>
<tr>
<td>6. Small Pump (Less than 75 HP)</td>
<td>1,000 hr.</td>
<td>65.00</td>
<td>101,580.00</td>
</tr>
<tr>
<td>7. Pump Unit Repairs - Labor - Overtime</td>
<td>50 hr.</td>
<td>85.00</td>
<td>152.37</td>
</tr>
<tr>
<td>8. Large Pump (75 HP and greater)</td>
<td>200 hr.</td>
<td>85.00</td>
<td>152.37</td>
</tr>
<tr>
<td>9. Small Pump (Less than 75 HP)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
## SAN ANTONIO WATER SYSTEM

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

### TABULATION OF BIDS

**Proposal**  
Annual Contract for Wastewater Submersible Pump Unit Repair Services  
(October 1, 2016 through September 30, 2017)

**Date**  
3:00 p.m., August 22, 2016

### Item 1

**Description and Approximate Quantity**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>E.</td>
<td>Pump Unit Repairs - Labor - Emergency</td>
<td>97.50</td>
<td>152.37</td>
</tr>
<tr>
<td>9.</td>
<td>20 hr. Large Pump (75 HP and greater)</td>
<td>97.50</td>
<td>152.37</td>
</tr>
<tr>
<td>10.</td>
<td>50 hr. Small Pump (Less than 75 HP)</td>
<td>4,875.00</td>
<td>7,618.50</td>
</tr>
<tr>
<td>F.</td>
<td>Explosion - Proof Submersible Pump Unit Repairs</td>
<td>65.00</td>
<td>101.58</td>
</tr>
<tr>
<td>11.</td>
<td>10 hr. Large Pump (75 HP and greater)</td>
<td>65.00</td>
<td>101.58</td>
</tr>
<tr>
<td>12.</td>
<td>20 hr. Small Pump (Less than 75 HP)</td>
<td>1,300.00</td>
<td>2,031.60</td>
</tr>
<tr>
<td>13.</td>
<td>UL Re-Certification</td>
<td>500.00</td>
<td>634.11</td>
</tr>
<tr>
<td>G.</td>
<td>Parts and Materials Allowance (mark-ups not to exceed 20%)</td>
<td>15%</td>
<td>17%</td>
</tr>
<tr>
<td>14.</td>
<td>Pump Parts and Materials</td>
<td>52,500.00</td>
<td>234,000.00</td>
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</table>

**Subtotal (Item I)**  
395,225.00

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<th>Bid Not Tabulated</th>
<th>Non-Responsive</th>
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<td>NO BID</td>
<td>NO BID</td>
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</tbody>
</table>

### Item II

**SPECIALTY MACHINING WORK (mark-ups not to exceed 20%)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>500 hr. Regular Time Rate</td>
<td>65.00</td>
<td>101.58</td>
</tr>
<tr>
<td>2.</td>
<td>50 hr. Overtime Rate</td>
<td>85.00</td>
<td>152.37</td>
</tr>
<tr>
<td>3.</td>
<td>50 hr. Emergency Rate</td>
<td>97.50</td>
<td>152.37</td>
</tr>
<tr>
<td>4.</td>
<td>$50,000 /Yr - 20% mark-up</td>
<td>5%</td>
<td>17%</td>
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</table>

**Subtotal (Item II)**  
94,125.00

**TOTAL**  
470,170.19
SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

TABULATION OF BIDS

PROPOSAL: Annual Contract for Wastewater Submersible Pump Unit
FOR: Repair Services
TIME & DATE: (October 1, 2016 through September 30, 2017) 3:00 p.m., August 22, 2016

ITEM NO | DESCRIPTION AND APPROXIMATE QUANTITY | UNIT PRICE | TOTAL
--- | --- | --- | ---

**ITEM III: FIELD AND TECHNICAL SUPPORT SERVICES**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>50 hr. Regular Time Rate</td>
<td>75.00</td>
<td>3,750.00</td>
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<tr>
<td>2.</td>
<td>20 hr. Overtime Rate</td>
<td>75.00</td>
<td>1,500.00</td>
</tr>
<tr>
<td>3.</td>
<td>10 Trips Travel (Flat Rate/Person)</td>
<td>75.00</td>
<td>750.00</td>
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**SUBTOTAL (ITEM III)**

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<tr>
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<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>6,000.00</td>
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</table>

**ITEM IV: PUMP AND COMPONENT REPLACEMENT** (mark-ups not to exceed 20% of $100,000 / Yr)

<table>
<thead>
<tr>
<th></th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Submersible Pump Unit</td>
<td>15%</td>
</tr>
<tr>
<td>2.</td>
<td>Power Cable</td>
<td>15%</td>
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**SUBTOTAL (ITEM IV)**

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<tr>
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**OPTION YEAR 1 TOTAL CONTRACT AMOUNT (ITEMS I, II, III AND IV)**

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<tbody>
<tr>
<td></td>
<td></td>
<td>667,850.00</td>
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**OPTION YEAR 2**

**ITEM I: PUMP UNIT REPAIR SERVICES**

**A. Teardown Inspection Report (TIR)**

<table>
<thead>
<tr>
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<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Large Pump (75 HP and greater)</td>
<td>1,600.00</td>
</tr>
<tr>
<td>2.</td>
<td>Small Pump (Less than 75 HP)</td>
<td>960.00</td>
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</table>

**B. Final Repair Report (FRR)**

<table>
<thead>
<tr>
<th></th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Large Pump (75 HP and greater)</td>
<td>300.00</td>
</tr>
<tr>
<td>2.</td>
<td>Small Pump (Less than 75 HP)</td>
<td>300.00</td>
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**BID NOT TABULATED**

<p>| | | |</p>
<table>
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<tr>
<th></th>
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<tbody>
<tr>
<td>Smith Pump Co., Inc.</td>
<td></td>
<td>NO BID</td>
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**TOTAL CONTRACT AMOUNT (ITEMS I, II, III AND IV)**

<table>
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<th>TOTAL</th>
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<tr>
<td></td>
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<td>778,323.59</td>
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SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
TABULATION OF BIDS

**Annual Contract for Wastewater Submersible Pump Unit Repair Services**

(October 1, 2016 through September 30, 2017)

**TIME & DATE:** 3:00 p.m., August 22, 2016

**ITEM NO.** | **DESCRIPTION AND APPROXIMATE QUANTITY** | **UNIT PRICE** | **TOTAL** |
---|---|---|---|
C.  | Pump Unit Repairs - Labor - Regular Time 500 hr. | 72.50 | 36,250.00 |
5.  | Large Pump (75 HP and greater) 1,000 hr. | 72.50 | 72,500.00 |
6.  | Small Pump (Less than 75 HP) | 95.00 | 4,750.00 |
D.  | Pump Unit Repairs - Labor - Overtime 50 hr. | 95.00 | 4,750.00 |
7.  | Large Pump (75 HP and greater) 200 hr. | 95.00 | 19,000.00 |
8.  | Small Pump (Less than 75 HP) | 108.00 | 2,160.00 |
E.  | Pump Unit Repairs - Labor - Emergency 20 hr. | 108.00 | 2,160.00 |
9.  | Large Pump (75 HP and greater) 50 hr. | 108.00 | 5,400.00 |
10. | Small Pump (Less than 75 HP) | 72.50 | 725.00 |
F.  | Explosion - Proof Submersible Pump Unit Repairs - Regular Time 10 hr. | 72.50 | 725.00 |
11. | Large Pump (75 HP and greater) 20 hr. | 72.50 | 1,450.00 |
12. | Small Pump (Less than 75 HP) 4 ea. UL Re-Certification | 500.00 | 2,000.00 |
13. | Parts and Materials Allowance (mark-ups not to exceed 20%) $200,000 /Yr | 15% | 300,000.00 |
14. | Pump Parts and Materials | 17% | 234,000.00 |
| | **SUBTOTAL (ITEM I)** | | 480,925.00 |

**ITEM II** | **SPECIALTY MACHINING WORK (mark-ups not to exceed 20%)** 500 hr. | **UNIT PRICE** | **TOTAL** |
---|---|---|---|
1.  | Regular Time Rate | 72.50 | 36,250.00 |

**BID NOT TABULATED NON-RESPONSIVE**

NO BID

---

16-5053

F281-629 (Rev. 5/92)
# SAN ANTONIO WATER SYSTEM

PROPOSAL
Annual Contract for Wastewater Submersible Pump Unit Repair Services

TIME & DATE
(October 1, 2016 through September 30, 2017)
3:00 p.m., August 22, 2016

<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>50 hr. Overtime Rate</td>
<td>UNIT</td>
<td>95.00</td>
<td>4,750.00</td>
</tr>
<tr>
<td>50 hr. Emergency Rate</td>
<td>UNIT</td>
<td>108.00</td>
<td>5,400.00</td>
</tr>
<tr>
<td>$50,000 /Yr - 20% mark-up Bid Mark-Ups</td>
<td>UNIT</td>
<td>5%</td>
<td>52,500.00</td>
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<table>
<thead>
<tr>
<th>ITEM III</th>
<th>FIELD AND TECHNICAL SUPPORT SERVICES</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>50 hr. Regular Time Rate</td>
<td>UNIT</td>
<td>80.00</td>
<td>4,000.00</td>
</tr>
<tr>
<td>20 hr. Overtime Rate</td>
<td>UNIT</td>
<td>80.00</td>
<td>1,600.00</td>
</tr>
<tr>
<td>10 Trips Travel (Flat Rate/Person)</td>
<td>UNIT</td>
<td>80.00</td>
<td>800.00</td>
</tr>
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<table>
<thead>
<tr>
<th>ITEM IV</th>
<th>PUMP AND COMPONENT REPLACEMENT (mark-ups not to exceed 20%)</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100,000 /Yr Submersible Pump Unit</td>
<td>UNIT</td>
<td>15%</td>
<td>115,000.00</td>
</tr>
<tr>
<td>$50,000 /Yr Power Cable</td>
<td>UNIT</td>
<td>15%</td>
<td>57,500.00</td>
</tr>
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<table>
<thead>
<tr>
<th>ITEM TOTAL</th>
<th>TOTAL CONTRACT AMOUNT (ITEMS I, II, III AND IV)</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
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<td>SUBTOTAL (ITEM II)</td>
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<td>SUBTOTAL (ITEM III)</td>
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<td>8,554.30</td>
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<td>SUBTOTAL (ITEM IV)</td>
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<td>175,500.00</td>
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<td>OPTION YEAR 2 TOTAL CONTRACT AMOUNT</td>
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BID NOT TABULATED NON-RESPONSIVE
NO BID
NO BID

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

**TABULATION OF BIDS**

**PROPOSAL**
Annual Contract for Wastewater Submersible Pump Unit Repair Services

**DATE**
3:00 p.m., August 22, 2016

**ITEM NO.**
DESCRIPTION AND APPROXIMATE QUANTITY

<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>Large Pump (75 HP and greater)</td>
<td>1,600.00</td>
<td>1,463.19</td>
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<tr>
<td></td>
<td></td>
<td>8,000.00</td>
<td>7,315.95</td>
</tr>
<tr>
<td>2.</td>
<td>Small Pump (Less than 75 HP)</td>
<td>960.00</td>
<td>844.15</td>
</tr>
<tr>
<td></td>
<td></td>
<td>19,200.00</td>
<td>16,883.00</td>
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<tr>
<td>3.</td>
<td>Large Pump (75 HP and greater)</td>
<td>300.00</td>
<td>337.66</td>
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<tr>
<td></td>
<td></td>
<td>1,500.00</td>
<td>1,683.30</td>
</tr>
<tr>
<td>4.</td>
<td>Small Pump (Less than 75 HP)</td>
<td>300.00</td>
<td>337.66</td>
</tr>
<tr>
<td></td>
<td></td>
<td>6,000.00</td>
<td>6,753.20</td>
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<td>5.</td>
<td>Large Pump (75 HP and greater)</td>
<td>72.50</td>
<td>122.55</td>
</tr>
<tr>
<td></td>
<td></td>
<td>36,250.00</td>
<td>61,275.00</td>
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<td>6.</td>
<td>Small Pump (Less than 75 HP)</td>
<td>72.50</td>
<td>122.55</td>
</tr>
<tr>
<td></td>
<td></td>
<td>72,500.00</td>
<td>122,550.00</td>
</tr>
<tr>
<td>7.</td>
<td>Large Pump (75 HP and greater)</td>
<td>95.00</td>
<td>168.83</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4,750.00</td>
<td>8,441.50</td>
</tr>
<tr>
<td>8.</td>
<td>Small Pump (Less than 75 HP)</td>
<td>95.00</td>
<td>168.83</td>
</tr>
<tr>
<td></td>
<td></td>
<td>19,000.00</td>
<td>33,766.00</td>
</tr>
<tr>
<td>9.</td>
<td>Large Pump (75 HP and greater)</td>
<td>108.00</td>
<td>168.83</td>
</tr>
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<td></td>
<td>2,160.00</td>
<td>3,376.60</td>
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<td>10.</td>
<td>Small Pump (Less than 75 HP)</td>
<td>108.00</td>
<td>168.83</td>
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<tr>
<td></td>
<td></td>
<td>5,400.00</td>
<td>8,441.50</td>
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<td>11.</td>
<td>Large Pump (75 HP and greater)</td>
<td>72.50</td>
<td>112.55</td>
</tr>
<tr>
<td></td>
<td></td>
<td>725.00</td>
<td>1,125.50</td>
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**BID NOT TABULATED - NON-RESPONSIVE**

<table>
<thead>
<tr>
<th>BID NO.</th>
<th>Smith Pump Co. Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NO BID</td>
</tr>
</tbody>
</table>

**BID NO.**

<table>
<thead>
<tr>
<th>BID NO.</th>
<th>Austin Armature Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>301 Commercial Drive</td>
</tr>
<tr>
<td>2.</td>
<td>2835 IH 10 West</td>
</tr>
<tr>
<td>3.</td>
<td>1051 N. Colorado</td>
</tr>
<tr>
<td>4.</td>
<td>San Antonio, TX 78207</td>
</tr>
<tr>
<td>5.</td>
<td>1051 Basco Road</td>
</tr>
<tr>
<td>6.</td>
<td>San Antonio, TX 78212</td>
</tr>
</tbody>
</table>

---

**SAN ANTONIO WATER SYSTEM**
**P. O. BOX 2449**
**SAN ANTONIO, TEXAS 78298-2449**
## PROPOSAL FOR TIME

### DATE
3:00 p.m., August 22, 2016

### SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

### TABULATION OF BIDS

**Annual Contract for Wastewater Submersible Pump Unit Repair Services**

**Time Period:**
(October 1, 2016 through September 30, 2017)

### PERIOD:
- 20 hr.
  - Small Pump (Less than 75 HP)
- 4 hr.
  - UL Re-Certification
- Parts and Materials Allowance (mark-ups not to exceed 20%)
  - $200,000 /Yr
- Pump Parts and Materials

**Total (ITEM I):** 508,935.00

### SPECIALTY MACHINING WORK (mark-ups not to exceed 20%)

**Regular Time Rate**
- 50 hr.
- Overtime Rate
- Emergency Rate

**Total (ITEM II):** 98,900.00

### FIELD AND TECHNICAL SUPPORT SERVICES

**Regular Time Rate**
- 10 Trips
- Travel (Flat Rate/Person)

**Total (ITEM III):** 6,400.00

### Tabulation:

<table>
<thead>
<tr>
<th>Description and Approximate Quantity</th>
<th>Unit Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>20 hr. Small Pump (Less than 75 HP)</td>
<td>72.50</td>
<td>1,450.00</td>
</tr>
<tr>
<td>4 hr. UL Re-Certification</td>
<td>500.00</td>
<td>2,000.00</td>
</tr>
<tr>
<td>Parts and Materials Allowance</td>
<td>15%</td>
<td>17%</td>
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<tr>
<td>Pump Parts and Materials</td>
<td>230,000.00</td>
<td>234,000.00</td>
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<tr>
<td><strong>Total (ITEM I)</strong></td>
<td>508,935.00</td>
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<tr>
<td><strong>Total (ITEM II)</strong></td>
<td>98,900.00</td>
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</tr>
<tr>
<td><strong>Total (ITEM III)</strong></td>
<td>6,400.00</td>
<td></td>
</tr>
</tbody>
</table>

### BID NOT TABULATED NON-RESPONSIVE

- NO BID
- NO BID
# SAN ANTONIO WATER SYSTEM

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

**TABULATION OF BIDS**

**PROPOSAL**  
**FOR**  
**TIME & DATE.**

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

**Annual Contract for Wastewater Submersible Pump Unit Repair Services**  
**(October 1, 2016 through September 30, 2017)**

**3:00 p.m., August 22, 2016**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Submersible Pump Unit</td>
<td>$115,000.00</td>
<td>$117,000.00</td>
</tr>
<tr>
<td>2.</td>
<td>Power Cable</td>
<td>$57,500.00</td>
<td>$58,500.00</td>
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<tr>
<td></td>
<td><strong>SUBTOTAL (ITEM IV)</strong></td>
<td><strong>$172,500.00</strong></td>
<td><strong>$175,500.00</strong></td>
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<tr>
<td></td>
<td><strong>OPTION YEAR 3 TOTAL CONTRACT AMOUNT</strong></td>
<td><strong>$666,850.00</strong></td>
<td><strong>$712,804.60</strong></td>
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<tr>
<td></td>
<td><strong>FIRST YEAR BASE PERIOD</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>EXTENSION 1 (OPTION YEAR 1)</strong></td>
<td><strong>$667,850.00</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>EXTENSION 2 (OPTION YEAR 2)</strong></td>
<td><strong>$686,735.00</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>EXTENSION 3 (OPTION YEAR 3)</strong></td>
<td><strong>$686,735.00</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL (BASE PLUS EXTENSIONS)</strong></td>
<td><strong>$2,708,170.00</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Terms</th>
<th>Delivery Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Net 30 days</td>
<td>Net 30 days</td>
</tr>
</tbody>
</table>

*LOW BIDDER

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

- All Pumps
- Alsay
- Austin Armature Works
- B&P Process Equipment
- Copenhagen
- Integrated Power Service
- Paramount Electric
- Precision Pump
- Progressive Pumps
- Pump Products
- Pump Solutions
- San Antonio Armature Works

*Demandstar

**SAWS Website**
**SAN ANTONIO WATER SYSTEM**

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

**TABULATION OF BIDS**

**PROPOSAL** Annual Contract for  
**FOR** Liquid Carbon Dioxide (99.5%)  
**TIME & DATE** (Date of Award through May 31, 2017)  
**TIME & DATE** 3:00 p.m., June 8, 2016  

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>Price/gal</th>
<th>Subtotal</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>3,485,640 lb Liquid Carbon Dioxide (99.5%)</td>
<td></td>
<td>0.10</td>
<td>348,564.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>348,564.00</td>
</tr>
<tr>
<td>Tanker Load (capacity)</td>
<td></td>
<td>40,000 lb</td>
<td>Capacity</td>
<td></td>
</tr>
<tr>
<td>EXTENSION 1</td>
<td></td>
<td>348,564.0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>EXTENSION 2</td>
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<td>348,564.0</td>
<td></td>
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<td>EXTENSION 3</td>
<td></td>
<td>348,564.0</td>
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<td></td>
</tr>
<tr>
<td>Terms</td>
<td></td>
<td>Net</td>
<td>30 days</td>
<td></td>
</tr>
<tr>
<td>Delivery Days</td>
<td></td>
<td>3 days</td>
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</tbody>
</table>

*LOW BIDDER*

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

- Air Products
- Airgas USA
- Bell Chemical
- Brenntag
- Co2 Air Inc.
- Coastal
- Continental Chemical USA
- DS Supplies
- Dupuy Oxygen
- DX Group
- GAC Chemical
- K Industrial Supply
- Liberty Gases
- Matheson Gas
- Metro Welding
- Mission Gas
- National Gases
- Noah Tech
- Peneco
- Precision Blend Gas
- Ranahan Supply
- Rowell Chemical
- Seidler Chemical
- Univar USA
- Wrico Corp.
- Demandstar
- SAWS Website
- Praxair Distribution
BID NO.: 16-16030
ANNUAL CONTRACT FOR GPS TRACKING SYSTEM MONITORING
SOLE SOURCE

This is an extension of a previously informally awarded Sole Source Contract for GPS Tracking System Monitoring. System has had a GPS Tracking System since March 5, 2012 when Bid 11-1137 was formally awarded by the Board of Trustees to Cal Amp Corporation. The award included the purchase of hardware, installation and monthly monitoring and was in place until March 4, 2016 when all extensions were completed. System has been actively working on a new Request for Proposal to be issued, however, due to technology and program changes, additional steps such as a Request for Information were completed prior to the issuance of the Request for Proposal in order to educate System employees on current available technology.

In order to not have a break in GPS tracking coverage, an informal Sole Source award was made to Cal Amp Corporation for the period of March 2, 2016 through August 2, 2016 in the amount of $39,040 to continue monitoring existing system until a new award could be made.

RFP 16-1137 has been issued and is currently being evaluated, as a replacement for the current GPS tracking system. The Cal Amp Corporation GPS Tracking system is proprietary, thus they are the only source for continued monitoring of the existing equipment installed throughout our fleet.

Evaluation of the new proposals is in progress, however, not complete. The existing GPS tracking system is still needed, thus the first extension will be from August 3, 2016 through December 31, 2016 for an additional amount of $39,040 for a revised total of $78,080. The newly selected GPS Tracking System will require a pilot of the system, and upon completion of the pilot equipment will need to be upgraded, thus award also includes availability of 6 month-to-month extensions through June 30, 2017.

<table>
<thead>
<tr>
<th></th>
<th>Number of Units Monitored</th>
<th>Monitor Price/ Month/ Vehicle</th>
<th>Number of Months</th>
<th>Total Per Period</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original POP</td>
<td>244</td>
<td>$32.00</td>
<td>5</td>
<td>$39,040.00</td>
<td></td>
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<tr>
<td>Extension 1</td>
<td>244</td>
<td>$32.00</td>
<td>5</td>
<td>$39,040.00</td>
<td>$ 78,080.00</td>
</tr>
<tr>
<td>Month to Month</td>
<td>244</td>
<td>$32.00</td>
<td>1</td>
<td>$ 7,808.00</td>
<td></td>
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</tbody>
</table>

(6 available)
TO: San Antonio Water System Board of Trustees
FROM: Kathleen Price, P.E., Director, Pipelines, 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. 16 IN CONNECTION WITH THE CRESCENT PARK BOOSTER STATION PROJECT

Board Action Date: October 4, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution approves Recapitulation Change Order No. 16 in the decreased amount of $119,520.57 to the construction contract with MGC Contractors, Inc., a non-local, non-SMWB contractor, in connection with the Crescent Park Booster Station Project. It further returns the construction contingency funds totaling the amount of $2,295.89 for a total amount of $121,816.46 to the Project Fund and closes the contract.

- The Crescent Park Booster Station Project awarded to MGC Contractors, Inc. in the amount of $3,761,951.47 was authorized by Resolution No. 12-537 on December 4, 2012. Funds in the amount of $188,000.00 were authorized for construction contingency.

- The Crescent Park Booster Station involved the construction of a booster pump station and approximately 1,020 feet of 12-inch and 16-inch water main. The Crescent Park Booster Station connects to an existing Pressure Zone 11 water main on Dominion Drive and boosts the water to Pressure Zones 11B and 11U in order to serve the Hidden Springs and Dominion neighborhoods.

- Change Order No. 1 in the amount of $33,270.00 provided for repaving a section of roadway from curb to curb. This change order was authorized by Resolution No. 14-138 on June 17, 2014.

- Change Order No. 2 in the amount of $4,454.00 provided for adjustment of concrete pads to accommodate revised site grading.

- Change Order No. 3 in the amount of $11,740.00 provided for additional work to accommodate revised Instrumentation & Controls SCADA system tagging conventions.

- Change Order No. 4 in the amount of $4,013.00 provided for additional work to replace the specified radio with a different model as requested by the San Antonio Water System (the “System”).
• Change Order No. 5 in the amount of $10,623.80 provided for additional work to replace the specified communication equipment with a different model as requested by the System and to disinfect additional pipe extending from the booster station into the Hidden Springs neighborhood.

• Additional contingency funds in the amount of $610,912.00 were approved on February 10, 2015, by Resolution No. 15-027.

• Change Order No. 6 in the amount of $704,421.52 provided for additional work to make aesthetic modifications to the station by installing additional canopy structures over pumps and hydro-pneumatic tanks and modifying the existing electrical canopy to incorporate the new roofing design. Existing lighting and security camera poles were reduced in height so that no portion would extend above the 10 foot height of the existing wall. This change order was authorized by Resolution No. 15-027 on February 10, 2015.

• Change Order No. 7 in the amount of $24,912.11 provided for additional work to modify control systems related to pressure switches and alarms.

• Change Order No. 8 in the amount of $3,181.68 provided for additional work for tree removal and landscape restoration.

• Change Order No. 9 in the amount of $0.00 added 155 days to the contract duration.

• Change Order No. 10 in the amount of $0.00 provided for additional work to relocate a hoist beam over the pump skid.

• Change Order No. 11 in the amount of $0.00 provided for additional work to perform restoration work on the water pipe easement.

• Change Order No. 12 in the amount of $0.00 provided for additional work to modify the western canopy wall on canopy #3.

• Change Order No. 13 in the amount of $0.00 provided for additional work to install electrical conduit tags.

• Change Order No. 14 in the amount of $0.00 provided for additional work to modify the access gate, install a ladder safety post at the PRV vault, and install a hoist and trolley over the pump skid.

• Change Order No. 15 in the amount of $0.00 provided for additional work to install a sump pump in the PRV vault.

• Change Order No. 16 recapitulates the construction contract quantities in the decreased amount of $119,520.57. It further returns the remaining construction contingency funds
in the amount of $2,295.89 for a total amount of $121,816.46 to the Project Fund and

closes the contract.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The authorizations for this project are as follows:

<table>
<thead>
<tr>
<th>Contract:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount (Resolution No. 12-537)</td>
<td>$3,761,951.47</td>
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<tr>
<td>Change Order Nos. 1 through 15</td>
<td>796,616.11</td>
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<tr>
<td>Proposed Recapitulation Change Order No. 16</td>
<td>(119,520.57)</td>
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<tr>
<td>Revised Contract Amount:</td>
<td>$4,439,047.01</td>
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<table>
<thead>
<tr>
<th>Contingency:</th>
<th></th>
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<tbody>
<tr>
<td>Original Contingency Amount (Resolution No. 12-537)</td>
<td>$188,000.00</td>
</tr>
<tr>
<td>Additional Contingency Amount (Resolution No. 15-027)</td>
<td>610,912.00</td>
</tr>
<tr>
<td>Change Order Nos. 1 through 15</td>
<td>(796,616.11)</td>
</tr>
<tr>
<td>Remaining Contingency Balance</td>
<td>$2,295.89</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Balance Returned:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Recapitulation Change Order No. 16</td>
<td>$119,520.57</td>
</tr>
<tr>
<td>Remaining Contingency Balance</td>
<td>2,295.89</td>
</tr>
<tr>
<td>Total Remaining Balance Returned</td>
<td>$121,816.46</td>
</tr>
</tbody>
</table>

The current contract amount for the project, as a result of all change orders, is $4,439,047.01
which represents an increase of 18 percent to the original contract amount.

Construction funds in the amount of $119,520.57 are being returned to the Project Fund. Construction
contingency funds in the amount of $2,295.89 are also being returned to the Project Fund for a total of $121,816.46. The job number is 12-6006.
Kathleen Price, P.E.
Director
Pipelines

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 APPROVING RECAPITULATION CHANGE ORDER NO. 16 IN THE DECREASED AMOUNT OF $119,520.57 TO THE CONSTRUCTION CONTRACT WITH MGC CONTRACTORS, INC., IN CONNECTION WITH THE CRESCENT PARK BOOSTER STATION PROJECT; AUTHORIZING THE RETURN OF FUNDS IN THE AMOUNT OF $119,520.57 AND THE REMAINING CONSTRUCTION CONTINGENCY FUNDS IN THE AMOUNT OF $2,295.89 FOR A TOTAL AMOUNT OF $121,816.46 TO THE SYSTEM’S PROJECT FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE RECAPITULATION CHANGE ORDER NO. 16 AND CLOSE THE CONTRACT WITH MGC CONTRACTORS, INC., FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PERSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) has completed the project work under the Crescent Park Booster Station Project as part of its Capital Improvement Program; and

WHEREAS, funds in the amount of $3,761,951.47 for the construction contract with MGC Contractors, Inc., and $188,000.00 for construction contingency expenses were authorized for the project by Resolution 12-537, adopted December 4, 2012; and

WHEREAS, the Crescent Park Booster Station Project constructed a booster pump station and approximately 1,020 feet of 12-inch and 16-inch water main in order to serve the Hidden Springs and Dominion neighborhoods; and

WHEREAS, the construction of this project is complete; and

WHEREAS, Change Order No. 16 recapitulates the construction contract quantities in the decreased amount of $119,520.57, and it further returns the remaining construction contingency funds in the amount of $2,295.89 for a total amount of $121,816.46; and

WHEREAS, funds in the amount of $121,816.46 are to be returned to the System’s Project Fund; and
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Recapitulation Change Order No. 16 in the decreased amount of $119,520.57 in connection with the Crescent Park Booster Station Project, (ii) to return the amount of $119,520.57 and the construction contingency balance of $2,295.89 for a total returned amount of $121,816.46 to the System’s Project Fund, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute Recapitulation Change Order No. 16 and to close the contract; now, therefore:

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

1. That Recapitulation Change Order No. 16 in the decreased amount of $119,520.57 in connection with the Crescent Park Booster Station Project is hereby approved.

2. That the amount of $119,520.57 and the construction contingency balance of $2,295.89 for the total amount of $121,816.46 is hereby returned to the System’s Project Fund.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute Recapitulation Change Order No. 16 to the construction contract between the System and MGC Contracting, Inc., in connection with the Crescent Park Booster Station Project and to close the contract.

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 4th day of October, 2016.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Andrea Beymer, 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 CHANGE ORDER NO. 7 IN CONNECTION WITH THE WATER RESOURCE INTEGRATION PROGRAM OLD PEARSALL ROAD PUMP STATION PHASE 1 PROJECT

Board Action Date: October 4, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution approves Change Order No. 7 in the amount of $684,056.00 payable to Archer Western Construction, LLC in connection with the Water Resources Integration Program Old Pearsall Road Pump Station Phase 1 Project (the “project”).

- The Water Resources Integration Program (WRIP) was identified in the 2009 Water Management Plan Update. The WRIP will deliver water from the San Antonio Water System’s (the “System”) Aquifer Storage and Recovery Facility (ASR), Local Carrizo, Expanded Carrizo and Brackish Desalination Programs to new and existing facilities in southwestern, western and northwestern Bexar County.

- The WRIP consists of approximately 45 miles of transmission main beginning at the Twin Oaks West Pump Station, located at the H2Oaks Facility in south Bexar County, to the Old Pearsall Road Pump Station located in southwest San Antonio and will ultimately terminate at the existing Anderson Pump Station in northwest San Antonio.

- Phase 1 of the WRIP is currently completing construction and includes the construction of the Twin Oaks West Pump Station, the Old Pearsall Road Pump Station, and approximately 28 miles of water transmission main between the two pump stations.

- It is anticipated that WRIP Phase 1 can integrate a maximum of 6 million gallons per day of water into the System’s Pressure Zone 4 through the Old Pearsall Road Pump Station.

- In order to increase the volume of water which can be integrated into Pressure Zone 4, additional connection points are necessary between the Twin Oaks West Pump Station and the Old Pearsall Road Pump Station. The proximity of the WRIP Pipeline to the existing 1 million gallon tank at the Medina Water Treatment Plant (see attached maps) facilitates a near term connection into Pressure Zone 4.
On November 4, 2014, the Board, by Resolution 14-302, authorized a construction contract with Archer Western Construction, LLC (the “contractor”) in the amount of $13,216,660.00 for the project work and $660,000.00 for the construction contingency in connection with the project.

In the interest of expediting the connection to the Medina WTP tank, System staff requested a proposal from the contractor to perform this work as a change order to the project. Negotiations between staff and the contractor resulted in an additional cost of $684,056.00 to perform the work. Change Order No. 7 provides for this additional work in an amount not to exceed $684,056.00.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure, included in the CY 2014 Improvement Program. This work is included in the Water Supply Core Business, Water Resources Category, Water Resources Integration Program, Pump Stations Project budget line item. The CY 2014 CIP finances the total amount of $13,876,660.00, including $13,216,660.00 for construction and $660,000.00 for construction contingency. The job number is 13-8610.

The revised authorizations for this project are as follows:

<table>
<thead>
<tr>
<th>Contract:</th>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount (Resolution No. 14-302)</td>
<td>$13,216,660.00</td>
</tr>
<tr>
<td>Change Order Nos. 1 through 6</td>
<td>170,590.73</td>
</tr>
<tr>
<td>Proposed Change Order No. 7</td>
<td>684,056.00</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$14,071,306.73</td>
</tr>
</tbody>
</table>

As a result of Change Order No. 7, the new construction contract amount is $14,071,306.73. This represents a 6.47 percent increase to the original bid amount for the construction contract.

**SUPPLEMENTARY COMMENTS:**

Change Order No. 1 in the amount of $111,995.00 provided for additional excavation and backfill work required to meet the design requirements of the new 7.5 million gallon tank which was constructed as part of the project.

Change Order No. 2 in the amount of $26,952.73 provided for additional funds for CPS Energy to extend overhead and underground electrical service to the project site.
Change Order No. 3 in the amount of $14,624.00 provided for additional work to install secondary oil spill containment on the System’s electrical transformer pads.

Change Order No. 4 was at no cost and provided for the elimination of two unnecessary medium voltage electrical manholes.

Change Order No. 5 in the amount of $17,019.00 provided for additional work to extend the height of concrete masonry unit walls within the project’s new electrical building.

Change Order No. 6 was at no cost and extended the project’s final completion date by 174 calendar days partly due to schedule impacts incurred by delays in CPS Energy providing permanent electrical power to the project site, inclement weather, and delivery and functioning of equipment. Additionally, adjustment of the final completion date was aligned with the final completion dates of the WRIP Twin Oaks Pump Station and the WRIP Pipeline projects due to the benefits and efficiencies of commissioning all of the WRIP Phase 1 projects concurrently.

Andrea Beymer, 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
SAN ANTONIO WATER SYSTEM
PROJECT AREA MAP
ATTACHMENT I

LEGEND
 PROJECT ALIGNMENT
 GREEN WRIP PS, PHASE 1
 RED MEDINA INTERCONNECT
 LIGHT BLUE EDWARDS RECHARGE ZONE

WATER RESOURCES INTEGRATION PROGRAM,
OLD PEARSWALL ROAD PUMP STATION PHASE 1,
CHANGE ORDER NO. 7
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING CHANGE ORDER NO. 7 IN THE AMOUNT OF $684,056.00 IN CONNECTION WITH THE WATER RESOURCES INTEGRATION PROGRAM OLD PEARSALL ROAD PUMP STATION PHASE 1 PROJECT; APPROVING THE EXPENDITURE OF ADDITIONAL FUNDS IN AN AMOUNT NOT TO EXCEED $684,056.00 FROM THE SYSTEM'S PROJECT FUND PAYABLE TO ARCHER WESTERN CONSTRUCTION, LLC. FOR CHANGE ORDER NO. 7; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE CHANGE ORDER NO. 7 AND TO PAY ARCHER WESTERN CONSTRUCTION, LLC. AN ADDITIONAL AMOUNT NOT TO EXCEED $684,056.00 FOR CHANGE ORDER NO. 7; 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 (WRIP) as part of its Long Range Water Resources Plan; and

WHEREAS, the WRIP consists of approximately 45 miles of transmission main beginning at the high service pump station located at the H2Oaks Facility in south Bexar County, to the Old Pearsall Road Pump Station, and terminates at the Anderson Pump Station, and

WHEREAS, this program requires two new pump stations, the Twin Oaks West and Old Pearsall Road Pump Stations, and upgrades at the existing Anderson Pump Station; and

WHEREAS, a limited amount of water can be integrated by WRIP Phase 1 through the Old Pearsall Road Pump Station into Pressure Zone 4; and

WHEREAS, a connection to the existing tank at the Medina Water Treatment Plant from the WRIP Pipeline provides near term additional water integration capabilities into Pressure Zone 4; and

WHEREAS, on November 4, 2014, the Board, by Resolution 14-302, authorized a construction contract with Archer Western Construction, LLC in the amount of $13,216,660.00 for the project work and $660,000.00 for the construction contingency in connection with the WRIP Old Pearsall Road Pump Station Phase 1 project (the “project”); and
WHEREAS, the System and Archer Western Contractors, LLC have negotiated Change Order No. 7 in an amount not to exceed $684,056.00 to perform the connection to the Medina Water Treatment Plant tank; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Change Order No. 7 in an amount not to exceed $684,056.00 for the project, (ii) to approve the expenditure of the expenditure of additional funds in an amount not to exceed $684,056.00 from the Project Fund payable to Archer Western Construction, LLC. for Change Order No. 7, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute Change Order No. 7 and to pay an additional amount not to exceed $684,056.00 to Archer Western Construction, LLC for the Change Order No. 7; now, therefore:

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

1. That the change order in an amount not to exceed $684,056.00 for the Project is hereby approved.

2. That the expenditure of $684,056.00 from the Project Fund for Change Order No. 7 is hereby approved.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute Change Order No. 7 and to pay Archer Western Construction, LLC, an additional amount not to exceed $684,056.00 for Change Order No. 7 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 4th day of October, 2016.

__________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
AGENDA ITEM NO. 9

TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: APPROVAL OF CONTRACT AMENDMENT NO. 8 AND AUTHORIZATION OF ADDITIONAL FUNDS FOR PROFESSIONAL ENGINEERING SERVICES IN CONNECTION WITH THE WATER RESOURCES INTEGRATION PROGRAM, PROJECT 2: PUMP STATION PROJECT

Board Action Date: October 4, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution approves Contract Amendment No. 8 and amends Resolution No. 09-257 by authorizing $272,724.00 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 $272,724.00 to Black & Veatch Corporation, for professional engineering services in connection with the Water Resources Integration Program, Project 2: Pump Station Project (the “project”).

- The Water Resources Integration Program (WRIP) was identified in the 2009 Water Management Plan Update. The WRIP will deliver water from the San Antonio Water System’s (the “System”) Aquifer Storage and Recovery Facility (ASR), Local Carrizo, Expanded Carrizo and Brackish Desalination Programs to new and existing facilities in southwestern, western and northwestern Bexar County.

- The WRIP consists of approximately 45 miles of transmission main beginning at the Twin Oaks West Pump Station, located at the H2Oaks Facility in south Bexar County, to the Old Pearsall Road Pump Station located in southwest San Antonio and will ultimately terminate at the existing Anderson Pump Station in northwest San Antonio.

- Phase 1 of the WRIP is currently completing construction and includes the construction of the Twin Oaks West Pump Station, the Old Pearsall Road Pump Station, and approximately 28 miles of water transmission main between the two pump stations. Phase 2 will consist of an additional 17 miles of transmission main beginning at the Old Pearsall Road Pump Station and terminating at the existing Anderson Pump Station and will include the required pump station upgrades to complete the Program.

- The project consists of two new pump stations, the Twin Oaks West and the Old Pearsall Road Pump Station.
On September 1, 2009, by Resolution No. 09-257, the System’s Board of Trustees authorized a professional services contract in the amount of $2,559,286.00 with Black & Veatch Corporation to provide professional engineering services in connection with the project.

Contract Amendment No. 8 is required to fund the additional professional engineering services for the construction phase, including additional inspection services, additional submittal and request for information reviews, additional progress meetings, and additional project manager services for five additional months to final completion of the project expected to be completed by the end of 2016.

Additional funding in the amount of $272,724.00 is available from the System’s Project Fund and can be added to the current contract with Black & Veatch Corporation.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure, included in the CY 2014 Capital Improvement Program. This additional work is included in the Water Supply Core Business, Water Resources Category, Water Resources Integration Program, Pump Station Project budget line item. The System’s job number is 09-8615-220.

The revised authorization for this project is as follows:

<table>
<thead>
<tr>
<th>Original Contract Amount (Resolution No. 09-257)</th>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Amendment No. 1 (No Board Action Required)</td>
<td>0.00</td>
</tr>
<tr>
<td>Contract Amendment No. 2 (Resolution No. 10-278)</td>
<td>112,000.00</td>
</tr>
<tr>
<td>Contract Amendment No. 3 (Resolution No. 10-354)</td>
<td>146,500.00</td>
</tr>
<tr>
<td>Contract Amendment No. 4 (Resolution No. 11-322)</td>
<td>273,484.00</td>
</tr>
<tr>
<td>Contract Amendment No. 5 (No Board Action Required)</td>
<td>0.00</td>
</tr>
<tr>
<td>Contract Amendment No. 6 (Resolution No. 13-153)</td>
<td>582,072.00</td>
</tr>
<tr>
<td>Contract Amendment No. 7 (Resolution No. 15-189)</td>
<td>341,600.00</td>
</tr>
<tr>
<td>Proposed Contract Amendment No. 8</td>
<td>272,724.00</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
<td>$4,287,666.00</td>
</tr>
</tbody>
</table>

As a result of Contract Amendment No. 8, the new contract amount is $4,287,666.00. This represents a 67.5 percent increase in the System’s original contract amount.
SUPPLEMENTARY COMMENTS:

The contract was amended with the no-cost Contract Amendment No. 1 on August 8, 2010. Contract Amendment No. 1 included additional geotechnical services that were identified during the Study and Report Phase of the project and required for the Old Pearsall Road Pump Station site. Black & Veatch Corporation had sufficient unused supplemental services to fund the additional geotechnical services.

Resolution No. 10-278, adopted on September 14, 2010, authorized additional funds in the amount of $112,000.00 for additional professional engineering design services to allow bi-directional flow so the WRIP would have the capability of recharging the ASR Facility. Contract Amendment No. 2 included the evaluation of hydraulics and the design of facilities and piping improvements required to convey up to 35 million gallon per day (mgd) of recharge flow from the Old Pearsall Road Pump Station and Anderson Pump Station to the ASR Facilities.

Resolution No. 10-354, adopted on December 7, 2010, authorized additional funds in the amount of $146,500.00 as part of Contract Amendment No. 3. This included the design of the intermediate pump station site drainage system and major plat, additional design to include variable frequency drives and associated building modifications, and the peer constructability review.

Resolution No. 11-322, adopted on November 1, 2011, authorized additional funds in the amount of $273,484.00 as part of Contract Amendment No. 4. This amendment was for the preparation and review of a US Army Corps of Engineers Nationwide Permit; modifications to the Old Pearsall Road Pump Station site in order to maintain the existing on-site pond; evaluation of the dam, pond and downstream wetlands; design of a communications tower, security cameras and additional recharge piping at the Old Pearsall Road Pump Station site; and additional hydraulic and transient analysis as well as additional facility design to increase ultimate flow of the system from 45 mgd to 55 mgd.

This contract was amended with the no-cost Contract Amendment No. 5 on April 23, 2012. Contract Amendment No. 5 was to revise the hydraulic and transient analysis and update the program-wide Cultural Resources Investigation due to rerouting a large portion of the Segment II pipeline alignment from property owned by Burlington Northern Santa Fe Railroad to an adjacent former Bexar Metropolitan property. Black & Veatch Corporation had sufficient unused supplemental services to fund the additional geotechnical services.

Resolution No. 13-153, adopted on June 4, 2013, authorized additional funds in the amount of $582,072.00 as part of Contract Amendment No. 6. This amendment was for the revision of the hydraulic and transient analysis due to increasing the initial flow of 45 mgd to 50 mgd and the ultimate flow from 55 mgd to 75 mgd, which required the redesign of the variable frequency drives, electrical system and building, pump pads, yard piping, instrumentation and controls, surge mitigation, and other equipment. In addition, further effort was required to issue
construction plans for the installation of an air gap at the Twin Oaks East Clear Well prior to construction of the Twin Oaks West Pump Station in compliance with the requirements of the Texas Commission on Environmental Quality regulations.

Resolution No. 15-189, adopted on September 1, 2015, authorized additional funds in the amount of $341,600.00 as part of Contract Amendment No. 7. This amendment was for additional construction phase services including additional surveying work, attendance at progress meetings beyond the initial scope, review of additional submittals, factory pump testing witnessing, additional project management services, and supplemental services for additional technical assistance.

Andrea Beymer, P.E.
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 SITE MAP
ATTACHMENT II

WATER RESOURCES INTEGRATION PROGRAM

LEGEND
● Pump Station
   PHASE 2
   PHASE 1
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING CONTRACT AMENDMENT NO. 8 TO PROVIDE FOR ADDITIONAL ENGINEERING SERVICES TO THE EXISTING PROFESSIONAL SERVICES CONTRACT WITH BLACK & VEATCH CORPORATION FOR ADDITIONAL FUNDS IN AN AMOUNT NOT TO EXCEED $272,724.00 IN CONNECTION WITH THE WATER RESOURCES INTEGRATION PROGRAM, PROJECT 2: PUMP STATION PROJECT; AMENDING RESOLUTION NO. 09-257 AS PREVIOUSLY AMENDED BY RESOLUTION NOS. 10-278, 11-354, 11-322, 13-153, AND 15-189, BY APPROVING ADDITIONAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $272,724.00 FOR A TOTAL AUTHORIZATION AMOUNT NOT TO EXCEED $4,287,666.00 FROM THE SYSTEM’S PROJECT FUND IN CONNECTION WITH THE CONTRACT; APPROVING THAT AN AMOUNT NOT TO EXCEED $272,724.00 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 BLACK & VEATCH CORPORATION, AND TO PAY BLACK & VEATCH CORPORATION AN ADDITIONAL AMOUNT NOT TO EXCEED $272,724.00 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 (WRIP) as part of its Long Range Water Resources Plan; and

WHEREAS, the WRIP consists of approximately 45 miles of transmission main beginning at the high service pump station located at the H2Oaks Facility in south Bexar County, to the Old Pearsall Road Pump Station, and terminates at the Anderson Pump Station.

WHEREAS, this program requires two new pump stations, the Twin Oaks West
and Old Pearsall Road Pump Stations, and upgrades at the existing Anderson Pump Station; and

WHEREAS, on September 1, 2009, by Resolution No. 09-257, the System’s Board of Trustees authorized a professional services contract with Black & Veatch Corporation and provided funds in the amount of $2,559,286.00 for professional engineering services in connection with the Water Resources Integration Program, Project 2: Pump Station Project (“the “project”); and

WHEREAS, Contract Amendment No. 8 includes additional professional engineering services needed for the construction phase, including additional inspection services, additional submittal and request for information reviews, additional progress meetings, and additional project manager services through the final completion of the project expected to be completed by the end of 2016; and

WHEREAS, an additional amount to complete the professional engineering services associated with the project work is $272,724.00 and the amount for Contract Amendment No. 8 will not exceed $272,724.00 for the additional professional engineering services; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Contract Amendment No. 8 by amending the existing professional services contract with Black & Veatch Corporation for additional funds in an amount not to exceed $272,724.00 in connection with the Water Resources Integration Program, Project 2: Pump Station Project, (ii) to amend Resolution No. 09-257 as previously amended by Resolution Nos. 10-278, 10-354, 11-322, 13-153, and 15-189 by providing for additional expenditures of System funds in an amount not to exceed $4,287,666.00 for the additional engineering services related to the project work, (iii) to make available for the additional professional services an amount not to exceed $272,724.00 from the System’s Project Fund, and (iv) to authorize the President/Chief Executive Officer or his duly appointed designee to execute an amendment to the professional services agreement with Black & Veatch Corporation for the additional project work and to pay the additional amount not to exceed $272,724.00 to Black & Veatch Corporation, for the additional engineering services; now, therefore:

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

1. That Contract Amendment No. 8 is hereby approved to provide additional engineering services related to the existing professional services contract with Black & Veatch Corporation, in an amount not to exceed $272,724.00 in connection with the Water Resources Integration Program, Project 2: Pump Station Project.

2. That Resolution No. 09-257 as previously amended by Resolution Nos. 10-278, 10-354,
11-322, 13-153, and 15-189 is hereby further amended by providing additional professional services in an additional amount not to exceed $272,724.00 from the previous total amount of $4,014,192.00 to a revised total of $4,287,666.00.

3. That an amount not to exceed $272,724.00 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 contract with Black & Veatch Corporation, and to pay Black & Veatch Corporation, an amount not to exceed $272,724.00 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 the 4th day of October, 2016.

_____________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Kathleen M. Price, P.E., 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 2016-2017 TASK ORDER CONTRACT FOR MISCELLANEOUS CONSTRUCTION PROJECTS PACKAGE I

Board Action Date: October 4, 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 $135,259.25 for the joint construction of water and sewer facility adjustments in connection with the 2016-2017 Task Order Contract for Miscellaneous Construction Projects Package I.

- As part of San Antonio Neighborhood Access and Mobility Program, the City plans to construct infrastructure improvement projects throughout the city in connection with the 2016-2017 Task Order Contract for Miscellaneous Construction Projects Package I for Transportation and Capital Improvements. These improvement projects include, but are not limited to, construction of sidewalks, curbs, wheelchair ramps, retaining walls, pavement markings and any other work required. The City’s work is estimated to cost $3,997,058.40.

- Existing water meter boxes, water valve box covers, sanitary sewer cleanouts and sewer manholes within the project boundaries may require adjustment to match the final grade of the new pavement.

- The work will consist of adjusting 10 existing water meter boxes, 225 existing water valve box covers, 5 existing sewer cleanouts and 15 existing manhole at an estimated cost of $135,259.25.

- 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 San Antonio Water System’s Board of Trustees approve this resolution.
FinnanciM 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 $102,372.70 for water work for the 2016-2017 Task Order Contract for Miscellaneous Construction Projects Package I. The job number is 16-5012.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $32,886.55 for sewer work for the 2016-2017 Task Order Contract for Miscellaneous Construction Projects Package I. The job number is 16-5508.

Supplementary Comments:

The City received seven bids for this project. The low bidder is Construction Resolution Group, a local contractor. City Council approved the construction contract on May 5, 2016. Time allowed for total construction is 180 calendar days.
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $135,259.25 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2016-2017 TASK ORDER CONTRACT FOR MISCELLANEOUS CONSTRUCTION PROJECTS PACKAGE I; APPROVING AN AMOUNT NOT TO EXCEED $135,259.25 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 $135,259.25 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 2016-2017 Task Order Contract for Miscellaneous Construction Projects Package I; and

WHEREAS, the 2016-2017 Task Order Contract for Miscellaneous Construction Projects Package I will require the adjustment of certain water and sewer facilities of the San Antonio Water System (the “System”); and

WHEREAS, the 2016-2017 Task Order Contract for Miscellaneous Construction Projects Package I project work will consist of the adjustment of existing water valve box covers and existing manhole covers at an estimated cost of $135,259.25 (the “project work”); and

WHEREAS, the City has received a bid for the project work from Construction Resolution Group, in the amount of $3,997,058.40 and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $135,259.25 are required for the project work; and

WHEREAS, the total amount of $135,259.25 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 $135,259.25 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2016-2017 Task Order Contract for Miscellaneous Construction Projects Package I, (ii) to approve and make available an amount not to exceed $135,259.25 from the System’s Project Fund to reimburse the City of San Antonio 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 $135,259.25 to the City of San Antonio 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 $135,259.25 for the adjustment of water and sewer facilities by the City in connection with the 2016-2017 Task Order Contract for Miscellaneous Construction Projects Package I is hereby approved.

2. That a total sum not to exceed $135,259.25 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 $135,259.25 for the adjustment of water and sewer facilities by the City in connection with the 2016-2017 Task Order Contract for Miscellaneous Construction Projects Package I.

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 4th day of October, 2016.

____________________________________________________________________

Berto Guerra, Jr., Chairman

ATTEST:

____________________________________________________________________

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

FROM: Kathleen M. Price, P.E., 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 2016-2017 TASK ORDER CONTRACT FOR FEDERALLY FUNDED PROJECTS PACKAGE 3

Board Action Date: October 4, 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 $61,250.00 for the joint construction of water and sewer facility adjustments in connection with the 2016-2017 Task Order Contract for Federally Funded Projects Package 3.

- The City plans to complete federally funded infrastructure improvements throughout District 2, REnewSA Target Areas, and the EastPoint Neighborhood in connection with the 2016-2017 Task Order Contract for Federally Funded Projects Package 3 for Transportation and Capital Improvements. The City’s work is estimated to cost $2,995,398.20.

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

- The work will consist of adjusting 35 existing water valve box covers, relocating 10 existing meter and meter boxes, adjusting 210 existing water meter box covers, adjusting 20 existing manhole covers, and adjusting 10 existing sewer cleanout covers at an estimated cost of $61,250.00.

- 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 San Antonio Water System’s Board of Trustees 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 $41,250.00 for water work for the 2016-2017 Task Order Contract for Federally Funded Projects Package 3. The job number is 16-5015.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $20,000.00 for sewer work for the 2016-2017 Task Order Contract for Federally Funded Projects Package 3. The job number is 16-5506.

SUPPLEMENTARY COMMENTS:

The City received three bids for this project. The low bidder is Friesenhahn Paving, Inc., a non-local, minority contractor. City Council approved the construction contract on June 2, 2016. Time allowed for total construction is 180 calendar days.

Kathleen M. Price, P.E.  
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 $61,250.00 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2016-2017 TASK ORDER CONTRACT FOR FEDERALLY FUNDED PROJECTS PACKAGE 3; APPROVING AN AMOUNT NOT TO EXCEED $61,250.00 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 $61,250.00 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 and sidewalk improvements in connection with the 2016-2017 Task Order Contract for Federally Funded Projects Package 3; and

WHEREAS, the 2016-2017 Task Order Contract for Federally Funded Projects Package 3 will require the adjustment and relocation of certain water and sewer facilities of the San Antonio Water System (the “System”); and

WHEREAS, the 2016-2017 Task Order Contract for Federally Funded Projects Package 3 project work will consist of the adjustment of 35 existing water valve box covers, 210 existing water meter box covers, 20 existing manhole covers, 10 existing sewer cleanout covers, and the relocation of 10 existing meter and meter boxes at an estimated cost of $61,250.00 (the “project work”); and

WHEREAS, the City has received a bid for the project work from Friesenhahn Paving, Inc., in the amount of $61,250.00 and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $61,250.00 are required for the project work; and

WHEREAS, the total amount of $61,250.00 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 $61,250.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2016-2017 Task Order Contract for Federally Funded Projects Package 3, (ii) to approve and make available an amount not to exceed $61,250.00 from the System’s Project Fund to reimburse the City of San Antonio 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 $61,250.00 to the City of San Antonio 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 $61,250.00 for the adjustment of water and sewer facilities by the City in connection with the 2016-2017 Task Order Contract for Federally Funded Projects Package 3 is hereby approved.

2. That a total sum not to exceed $61,250.00 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 $61,250.00 for the adjustment of water and sewer facilities by the City in connection with the 2016-2017 Task Order Contract for Federally Funded Projects 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 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 4th day of October, 2016.

_____________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_____________________________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees  
FROM: Kathleen M. Price, P.E., 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 CENTRAL WATERSHED SEWER RELIEF LINE (C-01) PROJECT  

Board Action Date: October 4, 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 $249,621.38 for the street concrete pavement of South Alamo Street in connection with the Central Watershed Sewer Relief Line (C-01) Project. This project is located in Council District 3.

- The completed Central Watershed Sewer Relief Line (C-01) Project consisted of approximately 18,565 linear feet of 36-inch sewer main, 468 linear feet of 42-inch sewer main, 25 linear feet of 18-inch sewer main, and 38 linear feet of 8-inch sewer main. The sewer siphon work consisted of the replacement of approximately 8,019 linear feet of 36-inch sewer main and 48-inch steel casing. This project was completed in 2013.

- The San Antonio Water System (the “System”) was notified by City staff that the sewer trench failed along W. Baetz Boulevard from Escalon Avenue Street to the dead end after construction was completed. The warranty period had expired for the Central Watershed Sewer Relief Line (C-01) Project, and the project contractor went out of business. The System deployed a different contractor to repair the sewer trench as a temporary measure. The street has continued to deteriorate and has become a flooding concern for the City and local residents.

- The System subsequently agreed to reimburse the City for new pavement work along this project. The City applied concrete pavement on W. Baetz Boulevard from Escalon Avenue Street to the dead end in connection with the Central Watershed Sewer Relief Line (C-01) Project. The limits of the concrete pavement included a street length of 912 linear feet, a street width of 25 linear feet and a depth of 8 inches. The pavement construction cost was $249,621.38.

- Negotiations between the System and the City have resulted in an agreement to reimburse the City a lump sum amount not to exceed $249,621.38.
Reimbursement to the City of San Antonio
Central Watershed Sewer Relief Line (C-01) Project

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 wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $249,621.38 for pavement restoration in relation to sewer work. The job number is 15-5518.

SUPPLEMENTARY COMMENTS:

The City received eight bids for this project. The low bidder was FD Concrete, L.L.C., a local, minority contractor. City Council approved the construction contract on November 6, 2014, and construction began on January 2015.

Kathleen M. Price, P.E.
Director
Pipelines

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
SAN ANTONIO WATER SYSTEM
PROJECT AREA MAP
ATTACHMENT I

Legend

★ PROJECT SITE
Edwards Recharge Zones

Central Watershed Sewer
Relief Line (C-01) Project
Central Watershed Sewer Relief Line (C-01) Project
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $249,621.38 FOR THE STREET CONCRETE PAVEMENT BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE CENTRAL WATERSHED SEWER RELIEF LINE (C-01) PROJECT; APPROVING AN AMOUNT NOT TO EXCEED $249,621.38 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 $249,621.38 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 Central Watershed Sewer Relief Line (C-01) Project required street concrete pavement due to the work of the San Antonio Water System (the “System”); and

WHEREAS, the Central Watershed Sewer Relief Line (C-01) Project work consisted of street concrete pavement on W. Baetz Boulevard from Escalon Avenue Street to the end of W. Baetz Boulevard (the “project work”); and

WHEREAS, the pavement construction cost was $249,621.38; and

WHEREAS, System funds in the amount of $249,621.38 are required for the project work; and

WHEREAS, the total amount of $249,621.38 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 $249,621.38 for the street concrete pavement by the City of San Antonio in connection with the Central Watershed Sewer Relief Line (C-01) Project, (ii) to approve and make available an amount not to exceed $249,621.38 from the System’s Project Fund to reimburse the City of San Antonio 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 $249,621.38 to the City of San Antonio 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 $249,621.38 for the street concrete pavement by the City in connection with the Central Watershed Sewer Relief Line (C-01) Project is hereby approved.

2. That a total sum not to exceed $249,621.38 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 $249,621.38 for the adjustment of water and sewer facilities by the City in connection with the Central Watershed Sewer Relief Line (C-01) 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 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 2, Chapter 551, Government Code.

5. If any part, section, paragraph, sentence, clause, 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 4th day of October, 2016.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_________________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees
FROM: Kathleen M. Price, P.E., Director, Pipelines, and Genoveva G. Gomez, P.E., Vice President, Engineering and Construction
THROUGH: Robert R. Puente, President/Chief Executive Officer
SUBJECT: APPROVING AN INTERLOCAL AGREEMENT AND TO AUTHORIZING EXPENDITURES TO BEXAR COUNTY IN CONNECTION WITH THE FRENCH CREEK TRIB NWWC LC-23 PROJECT

Board Action Date: October 4, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution 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 in an amount not to exceed $121,556.71 for the joint construction of water and sewer facility adjustments in connection with the French Creek Trib NWWC LC-23 Project.

- The County proposes to construct drainage improvements in the area illustrated on the attached maps. The County’s improvement work was estimated to cost $2,258,826.78.

- Due to the drainage improvements associated with the French Creek Trib NWWC LC-23 Project, the existing water mains that were constructed in 1965 require adjustment to avoid conflicts with the County’s drainage improvements.

- The existing sewer mains within the County project boundaries were constructed in 1999 and required adjustment due to conflicts with proposed drainage improvements.

- The water adjustment work will consist of approximately 320 feet of 6-inch and 8-inch water main.

- The sewer adjustment work will consist of approximately 917 feet of 8-inch sewer main.

- Since the County’s proposed drainage improvements will conflict with the sewer main within an existing easement, the County has agreed to pay for all of its associated engineering design services and easement acquisition fees at a cost of $68,053.50 and construction costs at a cost of $141,906.96 for this sewer adjustment work.

- Within thirty calendar days of the execution of this Interlocal Agreement by the last signatory, the County has agreed to reimburse the system the engineering design costs associated with the adjustment of the sewer main that lies within a dedicated easement.
Approval of an Interlocal Agreement and Authorization for Expenditure of Funds to Bexar County for the French Creek Trib NWWC LC-23 Project

within the County’s project limits.

- The County anticipates approving the bid of D. Plata Construction for construction of this project on October 4, 2016. As part of 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 funds not eligible for reimbursement will be advanced to the County.

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 $121,556.71 for water work. The job number is 14-5016-000.

There is no financial impact for the sewer work. The job number is 14-5516-000.

Kathleen M. Price, P.E.  
Director  
Pipelines

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 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 ADJUSTMENT OF WATER AND SEWER FACILITIES BY BEXAR COUNTY IN CONNECTION WITH THE FRENCH CREEK TRIB NWWC LC-23 PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $121,556.71 FOR THE SYSTEM’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, Bexar County through the Bexar County Flood Control Program (the “County”) proposes to construct the French Creek Trib NWWC LC-23 Project; and

WHEREAS, the French Creek Trib NWWC LC-23 Project will require the adjustments of certain water and sewer facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the project work will consist of the adjustment of approximately 320 feet of water main and 917 feet of sewer main; and

WHEREAS, the County has requested that the System execute an Interlocal Agreement and pay for the System’s share of the project work costs; and

WHEREAS, System funds in the amount not to exceed $121,556.71 are required for the System’s share of the project work; and

WHEREAS, the amount of $121,556.71 is available from the System’s Project Fund for the project work; and

WHEREAS, since the County’s proposed drainage improvements will conflict with existing sewer main that lie within an existing easement, the County has agreed to pay for all of its associated engineering design services and easement acquisition fees at a cost of $68,053.50 and construction costs at a cost of $123,397.36 associated with the project sewer work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve an Interlocal Agreement with the County for the adjustments of water and sewer facilities
by the County in connection with the French Creek Trib NWWC LC-23 Project and to authorize
the President/Chief Executive Officer or his duly appointed designee to execute an Interlocal
Agreement, and (ii) to authorize the expenditure of funds in the amount not to exceed $121,556.71
for the System’s share of the project work; now, therefore:

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

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 French Creek Trib NWWC LC-23 Project.

2. That the expenditure of funds in the amount of $121,556.71 for the adjustments of water
and sewer facilities by the County in connection with the French Creek Trib NWWC LC-23 Project
is hereby approved.

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 4th day of October, 2016.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

Ernesto Arrellano, Jr., Secretary

Attachments:
1. Interlocal Agreement
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 French Creek Trib NWWC LC-23 (the “Project”) by including certain necessary SAWS adjustments in COUNTY’s Specifications for the Project, thus assuring the coordination of COUNTY’s drainage improvements with SAWS’ adjustments.

SERVICES

2.01 COUNTY agrees to include in the Bexar County Flood Control Specifications for the Project the plans and specifications for SAWS Water Job No. 14-5016 and SAWS Sewer Job No. 14-5516 (together the “SAWS Work”) which SAWS shall prepare and delivered to COUNTY and is incorporated by reference herein, and to contract for the performance of the SAWS Work.

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 fee and associated work to be performed by the SAWS Engineering Design Consultant that is attributed to the County’s portion of the SAWS Sewer Work being performed on the Project (see Exhibit “A”). County also agrees to contribute costs for construction of SAWS Sewer 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 Exhibit “B” (footnote1) and referred to as “SAWS Sewer Work”. The costs associated with SAWS Sewer 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 “Total County Professional Services Contribution”) in the amount of Sixty-Eight Thousand, Fifty Three Dollars and Fifty Cents ($68,053.50) for the engineering design fees associated with SAWS Sewer 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 Water Work as identified in Exhibit “B” plus fifteen percent (15%) contingency, for a total of One Hundred Twenty-One Thousand, Five Hundred Fifty-Six Dollars and Seventy One Cents ($121,556.71). 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 Exhibit “A”.

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

(a) Costs exceed Original Bid for the SAWS Water Work but do not exceed the Original Bid for the SAWS Water Work plus fifteen percent (15%) contingency. Once COUNTY receives notice from the Contractor that additional funds will be needed for SAWS Water 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 Water Work and utilize the contingency amount for payment to the Contractor.

(b) Change Orders. If change orders are requested by SAWS or required for 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 fifteen (15) days, unless further time is required for Board action to appropriate funds. SAWS is not responsible for the cost of SAWS Sewer Work Change Order unless SAWS requests the modification.

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

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

3.07 If the cost of performing the SAWS Sewer Work engineering design fees that is attributed to the County is less than the amount stated in §3.02, SAWS agrees to refund the overpayment to COUNTY within fifteen (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’ responsibilities.

SAWS’S RESPONSIBILITY

4.01 SAWS agrees to accept full responsibility for inspection and acceptance of work performed as the SAWS Work as identified in section 2.01 of this agreement.

4.02 Following Substantial Completion of SAWS Work, SAWS shall be responsible for all costs associated with operating and maintaining SAWS 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 for its intended purposes, even though there are minor punch list items that are not completed.

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’ 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’ 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

Interlocal Agreement for the French Creek Trib NWWC LC-23 Project

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Design Fee(s) Approved Amounts</th>
<th>SAWS Sewer Work&lt;sup&gt;1&lt;/sup&gt;</th>
<th>SAWS Water Work</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SAWS DESIGN FEES</strong></td>
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<tr>
<td>70% Design Phase</td>
<td>$14,875.00</td>
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<td>$5,120.00</td>
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<tr>
<td>95% Design Phase</td>
<td>$10,910.00</td>
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<td>Bid Phase</td>
<td>$2,290.00</td>
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<td>Construction</td>
<td>$6,340.00</td>
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<td>Project Closeout Phase</td>
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<tr>
<td>Easement Preparation</td>
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<td>$4,850.00</td>
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<tr>
<td>Easement Acquisition&lt;sup&gt;2&lt;/sup&gt;</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td><strong>$12,605.50</strong></td>
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<tr>
<td><strong>Total County Professional Services Contribution</strong></td>
<td></td>
<td><strong>$68,053.50</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Total SAWS Contribution</strong></td>
<td></td>
<td><strong>$68,053.50</strong></td>
<td><strong>$12,605.50</strong></td>
</tr>
</tbody>
</table>

<sup>1</sup>The County is responsible for the design relocation costs of the sewer line that is in a dedicated SAWS Easement. SAWS Sewer Work includes all design and engineering professional services fees associated with the 8-inch sewer main as included in the SAWS Sewer Job No. 14-516. The County Sewer Work will be jointly referred to under this Agreement as the “SAWS County Work.”

<sup>2</sup>Easement Acquisition costs to be paid by the County includes any and all costs associated with acquiring easements including any and all legal and land costs associated with the 8-inch sewer main, specifically: Sewer Easement Parcel P15-074A&B and Sewer Easement Parcel P15-075. SAWS is responsible for the water adjustment design and construction. The water work will be done under SAWS Water Job No. 14-5016.
**Exhibit “B”**

**Construction Costs and Funds Committed by County and SAWS**

Interlocal Agreement for the French Creek Trib NWWC LC-23 Project

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>SAWS Water Work</th>
<th>SAWS Sewer Work</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAWS Water Main Adjustment(^1)</td>
<td>$105,701.49</td>
<td>$0.00</td>
<td>$105,701.49</td>
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<td>SAWS Sewer Main Adjustment to be paid by County(^2)</td>
<td>$0.00</td>
<td>$123,397.36</td>
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<tr>
<td>Contingency (15% of Construction)</td>
<td>$15,855.22</td>
<td>$18,509.60</td>
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<td><strong>Subtotal</strong></td>
<td>$121,556.71</td>
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(Final Amounts based on bid)

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<tr>
<th></th>
<th>Total County Contribution for Construction = “County Funds”</th>
<th>Total SAWS Contribution for Construction = “SAWS Funds”</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$141,906.96</td>
<td>$121,556.71</td>
</tr>
</tbody>
</table>

\(^1\) Bid price based on approx. 320 LF of 6 and 8-inch Water Main

\(^2\) Bid price base on approx. 917 LF of 8-inch Sanitary Sewer Main
TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: APPROVING AN INTERLOCAL AGREEMENT AND AUTHORIZING EXPENDITURES TO BEXAR COUNTY IN CONNECTION WITH THE PERRIN BEITEL BRIDGE EXPANSION (SC-9) PROJECT

Board Action Date: October 4, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution 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 in an amount not to exceed $1,190,065.25 for the joint construction of water and sewer facility adjustments in connection with the Perrin Beitel Bridge Expansion (SC-9) Project.

- The County proposes to construct street and drainage improvements in the area illustrated on the attached maps. The County’s improvement work is estimated to cost $6,108,724.50.

- Due to the reconstruction and expansion of Perrin Beitel Bridge Expansion (SC-9) project, the existing water mains that were constructed between 1963 through 1975 require adjustment to avoid conflicts with the County’s street and drainage improvements.

- The existing sewer mains constructed between 1964 through 1980 require adjustment to avoid conflicts with the County’s street and drainage improvements.

- In addition, a section of the existing 36-inch sewer main is proposed to be replaced and upsized to a 42-inch main due to insufficient capacity as identified by the System’s Master Planning Division.

- The agreement that is the subject of the attached resolution will authorize work that is required by the Consent Decree between the 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 water adjustment work will consist of approximately 1,267 feet of 8-inch and 16-inch water main.
Approval of an Interlocal Agreement and Authorization for 
Expenditures of Funds to Bexar County for 
Perrin Beitel Bridge Expansion (SC-9) Project

- The sewer adjustment work will consist of approximately 986 feet of 8-inch through 36-inch sewer main and 2,116 feet of 36-inch sewer main to be upsized to a 42-inch sewer main.

- It is anticipated that 58 percent of the sewer adjustment work will be eligible for reimbursement. This percentage of the sewer work is eligible for reimbursement due to relocation from an existing San Antonio Water System (the “System”) easement. The remaining 42 percent for the sewer adjustment work and 100 percent of the water adjustment work will be funded by the System.

- Since the County’s proposed street and drainage improvements will conflict with portions of the sewer main within an existing easement, the County has agreed to pay for its pro-rata share of engineering design services and easement acquisition fees at a cost of $241,961.95 and construction costs at a cost of $1,259,788.25 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 and easement acquisition costs associated with the adjustment of the sewer main that lies within a dedicated easement within the County’s project limits.

- The County anticipates approving the bid of Curran Contracting Company for construction of this project on October 24, 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 County following the execution of the Interlocal Agreement. Only funds not eligible for reimbursement will be advanced to the County.

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 $276,384.70 for water work. The job number is 09-5023-000.

The sewer work is included in the Wastewater Core Business, Governmental – Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $913,680.55 for sewer work. The job number is 09-5523-000.
Approval of an Interlocal Agreement and Authorization for Expenditures of Funds to Bexar County for Perrin Beitel Bridge Expansion (SC-9) Project

Kathleen M. Price, P.E.
Director
Pipelines

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 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 ADJUSTMENT OF WATER AND SEWER FACILITIES BY BEXAR COUNTY IN CONNECTION WITH THE PERRIN BEITEL BRIDGE EXPANSION (SC-9) PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $1,190,065.25 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, Bexar County through the Bexar County Flood Control (the “County”) proposes to construct the Perrin Beitel Bridge Expansion (SC-9) Project; and

WHEREAS, the Perrin Beitel Bridge Expansion (SC-9) Project will require the adjustment of certain water and sewer facilities (the “project work”) of the San Antonio Water System (the “System”); and

WHEREAS, the project work will consist of the adjustment of approximately 1,267 feet of 8-inch and 16-inch water main and the adjustment of approximately 986 feet of 8-inch through 36-inch and 2,116 feet of 36-inch sewer main to be upsized to a 42-inch sewer main; and

WHEREAS, the County has requested that the System execute an Interlocal Agreement and pay for the project work costs; and

WHEREAS, System funds in the amount of $1,190,065.25 are required for the project work; and

WHEREAS, the amount of $1,190,065.25 is available from the System’s Project Fund for the project work; and

WHEREAS, since the County’s proposed drainage improvements will conflict with portions of the existing sewer main that lie within an existing easement, the County has agreed to pay for its pro-rata share of associated engineering design services and easement acquisition fees at a cost of $241,961.95 and construction costs at a cost of $1,259,788.25 associated with the Project Work; and

DRAFT
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve an Interlocal Agreement with the County for the adjustment of water and sewer facilities by the County in connection with the Perrin Beitel Bridge Expansion (SC-9) 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 funds in the amount not to exceed $1,190,065.25 for the project work; now, therefore:

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

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 Perrin Beitel Bridge Expansion (SC-9) Project.

2. That the expenditure of funds in the amount of $1,190,065.25 for the adjustment of water and sewer facilities by the County in connection with the Perrin Beitel Bridge Expansion (SC-9) Project is hereby approved.

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 4th day of October, 2016.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

Ernesto Arrellano, Jr., Secretary

Attachments:
1. Interlocal Agreement
STATE OF TEXAS §

COUNTY OF BEXAR §

INTERLOCAL AGREEMENT

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 Perrin–Beitel Bridge Expansion (SC-9) (the “Project”) by including certain necessary SAWS installations and adjustments in COUNTY’s Specifications for the Project, thus assuring the coordination of COUNTY’s road and drainage improvements with SAWS’ adjustments and installations.

SERVICE

2.01 COUNTY agrees to include in the Bexar County Flood Control Specifications for the Project the plans and specifications for SAWS Water Job No. 09-5023 and SAWS Sewer Job No. 09-5523 (together the “SAWS Work”) which SAWS prepared and delivered to COUNTY and is incorporated by reference herein, and to contract for the performance of the SAWS Work.

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 fee and associated work to be performed by the SAWS Engineering Design Consultant that is attributed to the County’s portion of the SAWS Work being performed on the Project (see Exhibit “A”, footnote 1). 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 Exhibit “B” 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 Two Hundred Forty-One Thousand, Nine Hundred Sixty-One Dollars and Ninety-Five Cents ($241,961.95) 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 two percent (2%) contingency, for a total of One Million, One Hundred Ninety Thousand, Sixty-Five Dollars and Twenty-Five Cents ($1,190,065.25). 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 two percent (2%) 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 SAWS Work under this Agreement, SAWS will make a change order request and SAWS staff or SAWS’ 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’ 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 fifteen (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 fifteen (15) days of determination of same.

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

3.07 If the cost of performing the SAWS Work engineering design fees that is attributed to the SAWS County Work being performed on Project is less than the amount stated in §3.02, SAWS agrees to refund the overpayment to COUNTY within fifteen (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’ responsibilities.

**SAWS 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’ 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’ 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

SAN ANTONIO WATER SYSTEM

By: ____________________________  By: ____________________________
Nelson W. Wolff                  Robert R. Puente
County Judge                      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

<table>
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<tr>
<th>Cost Category</th>
<th>Design Fee(s) Approved Amounts</th>
<th>SAWS County Work&lt;sup&gt;1&lt;/sup&gt;</th>
<th>SAWS Work</th>
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<tbody>
<tr>
<td><strong>SEWER DESIGN FEES</strong></td>
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<tr>
<td>Easements Acquisitions</td>
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<td>$134,194.00</td>
<td>$0.00</td>
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<tr>
<td>Easements Survey/ Preparing Plats &amp; Field Notes&lt;sup&gt;2&lt;/sup&gt;</td>
<td>$3,930.00</td>
<td>$3,930.00</td>
<td>$0.00</td>
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<td>40% Design Phase&lt;sup&gt;3&lt;/sup&gt;</td>
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<td><strong>Total County Contribution</strong></td>
<td><strong>$206,732.67</strong></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>Total SAWS Contribution</strong></td>
<td><strong>$83,817.83</strong></td>
</tr>
</tbody>
</table>

See footnotes, following:

1. The County is responsible for the design relocation costs of the sewer lines that are in a dedicated SAWS Easement. **SAWS County Work** includes all design and engineering professional services fees associated with the 8-inch, 15-inch, 36-inch and 42-inch sewer mains as included in the SAWS Sewer Job No. 09-5523.

2. Easement Acquisition costs for County work includes any and all costs associated with acquiring easements including any and all legal and land costs associated with the 8-inch, 15-inch, 36-inch and 42-inch sewer main, specifically: Sewer Easement Parcel P14-181, P14-182, P14-183, P14-184, P14-185, P14-186, P14-187, P14-188, P14-243, and P14-244. Refer to project construction plans for delineation of SAWS County Work mains and items.
3 The County is responsible for 68.12% (2,106.42 LF of 3,092.07 LF) of these tasks. County is responsible for design relocation costs of sewer line that is in dedicated SAWS Easement.

4 The County may be responsible for 68.12% of Supplemental Services up to $35,229.28 of the total $51,714.00. These design costs are associated with potential supplemental design services required by the project and found within the SAWS County Work.
### Exhibit “B”

**Construction Costs and Funds Committed by County and SAWS**

**Interlocal Agreement for the Perrin–Beitel Bridge Expansion (SC-9) Project**

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>SAWS Work</th>
<th>SAWS County Work</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Water Main Relocation</strong>&lt;sup&gt;1&lt;/sup&gt;</td>
<td>$270,965.39</td>
<td>$0.00</td>
<td>$270,965.39</td>
</tr>
<tr>
<td><strong>Sewer Main Relocation</strong>&lt;sup&gt;2&lt;/sup&gt;</td>
<td>$724,520.75</td>
<td>$0.00</td>
<td>$724,520.75</td>
</tr>
<tr>
<td><strong>SAWS County Work</strong>&lt;sup&gt;3&lt;/sup&gt;</td>
<td>$171,244.50</td>
<td>$1,235,086.52</td>
<td>$1,406,331.02</td>
</tr>
<tr>
<td><strong>Contingency (2% of Construction)</strong></td>
<td>$23,334.61</td>
<td>$24,701.73</td>
<td>$48,036.34</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$1,190,065.25</td>
<td>$1,259,788.25</td>
<td>$2,449,853.50</td>
</tr>
<tr>
<td><strong>Total County Contribution =</strong></td>
<td></td>
<td></td>
<td>$1,259,788.25</td>
</tr>
<tr>
<td><strong>Total SAWS Contribution = “SAWS Funds”</strong></td>
<td></td>
<td></td>
<td>$1,190,065.25</td>
</tr>
</tbody>
</table>

See footnotes, following:

1. Bid price based on approx. 350 LF of 8-inch and 917 LF of 16-inch Water Main
2. Bid price based on approx. 107.96 LF of 8-inch, 10 LF of 30-inch and 1,767.69 LF of 36-inch Sewer Main
3. Bid price based on approx. 183.97 LF of 8-inch, 141.57 LF of 15-inch, 10 LF of 30-inch, 877.69 LF of 36-inch and 1,888.84 LF of 42-inch Sanitary Sewer Main. Items related to installation of **SAWS County Work**. Refer to project construction plans for delineation of **SAWS County Work** mains and items.

4. County is responsible for 73.47% of the area difference between a 36-inch and 42-inch pipe. County is responsible for 73.47% of construction costs for relocation of sewer line that is in dedicated SAWS Easement.
AGENDA ITEM NO. 15

TO: San Antonio Water System Board of Trustees

FROM: Bruce A. Haby, Manager, Corporate Real Estate and Nancy Belinsky, Vice President and General Counsel

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

SUBJECT: APPROVING A SETTLEMENT OF CONDEMNATION LITIGATION BETWEEN THE CITY OF SAN ANTONIO BY AND THROUGH THE SAN ANTONIO WATER SYSTEM AND LIN INDRIO, INC. FOR THE WATER RESOURCES INTEGRATION PROGRAM, PROJECT 1: PIPELINE SEGMENT III

Board Action Date: October 4, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution approves a settlement (“Settlement”) between the City of San Antonio by and through the San Antonio Water System and Lin Indrio, Inc., required for the Water Resources Integration Program, Project 1, Segment III (the “Project”).

- The San Antonio Water System (the “System”) requires the acquisition of two water line easements, totaling 2.874 acres (the “Easements”), located along Cagnon Road, at Spurs Ranch Road, north of Hwy 90, in San Antonio, Bexar County, Texas, owned by Lin Indrio, Inc., for the construction and operation of the Project.
- The Project was declared a public necessity and the use of eminent domain was authorized by the Board by Resolution No. 13-202 on July 22, 2013, and by Ordinance No. 2013-09-05-0581 of the City of San Antonio (the “City”) on September 5, 2013.
- The System filed Cause No. 2014-ED-0011, styled City of San Antonio, acting by and through the San Antonio Water System, Condemnor, v. Lin Indrio, Inc., et al, Condemnees; in the Probate Court No. 1, Bexar County, Texas to acquire the Easements from the Owner.
- The Special Commissioners held a hearing on June 18, 2015, and had determined an award in the amount of $880,200.00 (the “Award”), as the compensation for the Easements and damages to the remainder of the property.
- On July 7, 2015, the Board approved Resolution No. 15-163 authorizing the System to deposit funds in an amount of $880,200.00 in the Registry of the Court.
- The System filed a motion with the Court objecting to the Commissioners’ Award, and the case was set for trial in the Probate Court.
• In an effort to settle the dispute over the value of the Easements and the damages to the remainder property both parties agreed to submit to mediation. The parties agreed to a total compensation for the Easements and the damages to the remainder property of $505,200.00, subject to Board approval.

• The difference between the $880,200.00 Special Commissioners award on June 18, 2015, and the $505,200.00 agreed Settlement amount is $375,000.00. Lin Indrio, Inc. has agreed to return the excess amount of Three Hundred and Seventy Five Thousand Dollars ($375,000.00) to the System within fourteen (14) days after the Board’s approval of this Resolution.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

This Board action will result in a return of funds of $375,000.00 to the Project Fund, reducing total project costs for CIP job number 09-8614, The Water Resources Integration Program, Project 1: Pipeline Segment III.

Bruce A. Haby  
Manager, Corporate Real Estate

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 APPROVING A SETTLEMENT AND AUTHORIZING ACCEPTANCE OF A $375,000.00 OVERAGE PAYMENT TO THE SAN ANTONIO WATER SYSTEM (THE “SYSTEM”), IN SETTLEMENT OF LITIGATION BETWEEN THE SYSTEM AND LIN INDRIO, INC., ET AL, IN CONNECTION WITH THE ACQUISITION OF TWO PERMANENT WATERLINE EASEMENTS BEING APPROXIMATELY 2.874 (125,182 SQ. FT.) ACRES IN THE AGGREGATE (THE “EASEMENTS”) LOCATED ALONG CAGNON ROAD, AT SPURS RANCH ROAD, NORTH OF HWY 90 IN SAN ANTONIO, BEXAR COUNTY, TEXAS, OWNED BY LIN INDRIO, INC., (THE “OWNER”), FOR THE WATER RESOURCES INTEGRATION PROGRAM, PROJECT 1 (THE “PROJECT”), SEGMENT III; AUTHORIZING THE SYSTEM’S COUNSEL TO TAKE ALL NECESSARY STEPS TO CONCLUDE THE LITIGATION IN ACCORDANCE WITH THE TERMS OF THE SETTLEMENT AND TAKE ALL NECESSARY OR ADVISABLE ACTION IN FURTHERANCE OF SAME; 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 System has determined that acquisition of the Easements is necessary for the Project; and

WHEREAS, the Project was declared a public necessity and the use of eminent domain was authorized by the System’s Board by Resolution No. 13-202 on July 22, 2013, and by Ordinance No. 2013-09-05-0581 of the City of San Antonio on September 5, 2013; and

WHEREAS, the System requires the acquisition of the Easements, being two permanent waterline easements containing 2.874 (125,182 sq. ft.) acres in the aggregate located along Cagnon Road, at Spurs Ranch Road, north of Hwy 90, in San Antonio, Bexar County, Texas, owned by Lin Indrio, Inc., for the construction of a water line, and related appurtenances for the Project; and

WHEREAS, although it was the System’s desire to acquire the Easements by negotiation, the negotiations were not successful and it became necessary that the City acting by and through the System acquire the needed Easements by condemnation; and
WHEREAS, the System filed Cause No. 2014-ED-0011, styled City of San Antonio, acting by and through the San Antonio Water System, Condemnor, v. Lin Indrio, Inc. et al, Condemnees; in the Probate Court No. 1, Bexar County, Texas, to acquire from the Owner the Easements over the property; and

WHEREAS, the Special Commissioners hearing was held on June 18, 2015, and the Special Commissioners determined the amount of $880,200.00, as the award for taking of the Easements and damages to the remainder of the Owner’s property; and

WHEREAS, on July 7, 2015, the Board approved Resolution No. 15-163 authorizing the System to deposit funds into the Registry of the Court of in the amount of $880,200.00, being the amount of the Special Commissioner’s award, necessary for the completion of the Project; and

WHEREAS, the System’s counsel filed a motion with the Court objecting to the award and has negotiated a settlement, subject to approval of the Board of Trustees; wherein the agreed amount of compensation to the Owners for the Easements and damages to the remainder of the Owner’s property is $505,200.00, and, as Owners have withdrawn from the Registry of the Court the awarded amount of $880,200.00, results in a $375,000.00 overage to be paid by the Owner to the System within fourteen (14) days after Board approval; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) approve the settlement, (ii) accept the $375,000.00 overage, and (iii) authorize the System’s counsel to take all necessary action to conclude the litigation in accordance with the terms of the settlement and to take all necessary or advisable action in furtherance of same; now, therefore:

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

1. That the settlement is hereby approved.

2. That acceptance of the $375,000.00 overage payment from the Owners to the System is approved pursuant to the settlement.

3. That the System’s counsel is hereby authorized to take all necessary action to conclude the litigation in accordance with the terms of the settlement and to take all necessary or advisable action in furtherance of same, including execution of a Rule 11 agreement and finalization and entry of an agreed judgement, and any such actions are hereby ratified.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that published 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, 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 shall take effect immediately upon its passage.

PASSED AND APPROVED this 4th day of October, 2016.

________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

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

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

SUBJECT: AWARD OF A PROFESSIONAL SERVICES CONTRACT FOR WATER QUALITY CONSULTANT SERVICES

Board Action Date: October 4, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution awards a professional services contract to Arcadis, Inc., a local, non-minority firm, for a three-year period and an amount not to exceed $100,000.00 for Water Quality Consultant professional services.

- The Resource Protection & Compliance Department at the San Antonio Water System (SAWS) is responsible for the water quality of long-term, sustainable water supply projects. The development of these projects requires the support of Water Quality Consulting services.

- The water quality services will be required on an as-needed work order basis to address issues and concerns that arise and require professional services. The scope of services will depend upon the nature of each individual project or issue, but will generally consist of standard contract services and limited supplemental services.

- Services required may include, but are not limited to assist with or provide:
  - assistance with water quality analysis and water blending scenarios;
  - analysis of integrating multiple water resource projects;
  - hydraulic modeling to include calibrations of models, development, analysis of various modeling scenarios;
  - present findings and or reports on water quality project recommendations to technical and non-technical audiences in a clear and concise manner; and
  - other tasks as determined by Resource Protection & Compliance staff.

- A Request for Qualifications was issued on July 27, 2016 to firms for water quality services. Three statements were received by SAWS. Arcadis, Inc. was selected for this contract through the Architect/Engineer Selection process.

- The scope of services will include standard engineering services with fees estimated in accordance with the method deemed most appropriate for the specific project.
The contract will be for a maximum three-year period beginning October 17, 2016 through October 16, 2019 for an amount not to exceed $100,000.00 for the term of the contract for Water Quality Consultant services.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The item/services will be paid from the Resource Protection & Compliance Fund budgeted in the 2016 budget, and subsequent years’ expenditures are pursuant to and contingent upon Board approval of subsequent years’ budgets with a line item for such expenditures (Company: 1000, Accounting Unit: 5047000, Account Code: 511312, Total Contract Amount: $100,000.00.)

**SUPPLEMENTARY COMMENTS:**

Three firms responded to the Request for Qualifications. The Technical Evaluation team selected Arcadis, Inc. as the most highly qualified firm. The SAWS Selection Committee recommends that Arcadis, Inc. be awarded the contract. The firms that submitted their qualifications are as follows:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>LOCAL/SWMB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arcadis, Inc.*</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>Freese &amp; Nichols</td>
<td>Local/Non-SMWB</td>
</tr>
<tr>
<td>HDR Engineering</td>
<td>Local/Non-SMWB</td>
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*Selected Firm

<table>
<thead>
<tr>
<th>Water Quality Consultant Services Contract</th>
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<tbody>
<tr>
<td><strong>ARCADIS U.S., INC.</strong></td>
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<tr>
<td><strong>SMWB ANALYSIS – BOARD AWARD</strong></td>
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<tr>
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<tr>
<td>MBE – African American</td>
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<tr>
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<tr>
<td>MBE – Hispanic</td>
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<tr>
<td>MBE – Other</td>
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<tr>
<td>WBE – Non-Minority</td>
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<tr>
<td><strong>SMWB Total</strong></td>
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</table>
Award of Professional Services
Water Quality Consultant Services

Scott R. Halty, Director
Resource Protection & Compliance

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Steven M. Clouse
Sr. Vice President/Chief Operating Officer
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING A PROFESSIONAL SERVICES CONTRACT TO ARCADIS, INC. FOR A PERIOD OF THREE YEARS IN AN AMOUNT NOT TO EXCEED $100,000.00; AUTHORIZING FUNDS IN AN AMOUNT NOT TO EXCEED $100,000.00 FOR THE THREE-YEAR PERIOD, AND THAT SUBSEQUENT EXPENDITURES ARE TO BE PURSUANT TO AND CONTINGENT UPON BOARD APPROVAL OF SUBSEQUENT YEAR’S BUDGETS WITH A LINE ITEM FOR SUCH EXPENDITURES; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH ARCADIS, INC., AND TO PAY ARCADIS, INC. A TOTAL AMOUNT NOT TO EXCEED $100,000.00 FOR THE PROFESSIONAL ENGINEERING SERVICES FOR A THIRTY-YEAR PERIOD BEGINNING OCTOBER 17, 2016 THROUGH OCTOBER 16, 2019; 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 a need for a Water Quality Consultant to support the Water Resources Program; and

WHEREAS, the required professional services will consist of conducting hydraulic and chemical analysis and modeling, water quality analyses and analysis of the results, and provide technical evaluation and recommendations for water blending/integration; and

WHEREAS, the System has solicited Qualification Statements for the required services in connection with this work; and

WHEREAS, Arcadis, Inc., a non-minority business enterprise, has been determined to be the most qualified providers of the required Water Quality Consultant services on the basis of demonstrated competence and qualifications; and

WHEREAS, System funds in an amount not to exceed $100,000.00 are required for the water quality work; and

WHEREAS, the amount of $100,000.00 is available from the System Fund for the project work; and
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to award a professional services contract to Arcadis, Inc. for a period of three years in an amount not to exceed $100,000.00 for Water Quality Consultant services, (ii) to approve the expenditure of funds in an amount not to exceed $100,000.00 from the System Fund for professional engineering services for the period beginning October 2016 through October 2019, and that subsequent expenditures are pursuant to and contingent on Board approval of subsequent year’s budgets with a line item for such expenditures, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a standard professional services contract with Arcadis, Inc., and to pay Arcadis, Inc. a total amount not to exceed $100,000.00 for the three-year period for Water Quality Consultant services; now, therefore:

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

1. That a professional services contract is hereby awarded to Arcadis, Inc. for a period of three years in an amount not to exceed $100,000.00 for Water Quality Consultant services.

2. That the expenditure of System funds in an amount not to exceed $100,000.00 for a three-year period for Water Quality Consultant services is hereby approved, and that subsequent expenditures are pursuant to and contingent on Board approval of subsequent year’s budgets with a line item for such expenditures.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a standard professional services contract with Arcadis, Inc., and to pay Arcadis, Inc. an amount not to exceed $100,000.00 for a three-year period for Water Quality Consultant services.

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 4th day of October 2016.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
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: APPROVAL OF A JOINT FUNDING AGREEMENT BETWEEN THE SAN ANTONIO WATER SYSTEM AND THE UNITED STATES GEOLOGICAL SURVEY FOR 2017

Board Action Date: October 4, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution approves the 2017 Joint Funding Agreement between the San Antonio Water System (SAWS) and the United States Geological Survey (USGS) for monitoring and studying groundwater water quality, surface/recharge water quality, and hydrogeologic studies of the Edwards Aquifer and SAWS water resource projects for the period of January 1, 2017 to December 31, 2017. It also authorizes the President/Chief Executive Officer or his duly appointed designee to execute the agreement for an amount not to exceed $514,721.00.

- Since 1992, SAWS has worked with USGS on collaborative research efforts to analyze methods of optimizing the Edwards Aquifer and protecting water quality.

- The 2017 Joint Funding Agreement will be structured to cover the 12-month period of January 1, 2017 to December 31, 2017.

- The proposed 2017 Work Program addresses several Water Quality activities that include continuation of analysis of the geology of the Edwards Aquifer, Carrizo water quality, and an assessment of the quality of stormwater runoff (Attachment).

- The Recharge Zone Water Quality study collects baseline data on the quality of stormwater runoff recharging the aquifer in the Edwards Aquifer Recharge Zone. This is a monitoring program to collect baseline data at numerous surface water and water well sites which may be located on the Edwards Aquifer Recharge Zone, the Catchment Area, Transition Zone, and/or the Artesian Zone.

- The Continuous Water Quality Monitor study assesses stream quality below the entire San Antonio urban area for pH, temperature, dissolved oxygen and conductivity on a continuous, real-time basis at the San Antonio River near Elmendorf and is also part of the State Real-Time Program. A turbidity parameter will also be added to the site this year.
Joint Funding Agreement between San Antonio Water System and United States Geological Survey

- The Carrizo Water Quality study will provide information in better understanding of the baseline and current conditions of the Carrizo Aquifer in the Twin Oaks area and will provide tools for future operations and management. These tools will include modeling efforts related to geophysical activities and water quality/water level data previously and currently being collected.

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

<table>
<thead>
<tr>
<th>YEAR</th>
<th>SAWS O&amp;M BUDGET</th>
<th>USGS FUNDS</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>2017</td>
<td>$514,721.00</td>
<td>$76,560.00</td>
<td>$591,281.00</td>
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</table>

The item/services will be paid from System funds budgeted in the 2017 budget (Company: 1000, Accounting Units: 5004700, Account: 511312, Total 2017 amount: $514,721.00).

**SUPPLEMENTARY COMMENTS:**

Work with the USGS has resulted in SAWS’ ability to directly access USGS data. SAWS staff continues to participate in field sampling and educational assessments. Data from these USGS cooperative studies are vital to the development of Edwards Aquifer protective measures and efficient management of the Edwards Aquifer. Additionally, several of these studies are multi-year studies and this agreement is only for funding this fiscal year as stated in the agreement.

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

Attachment:
1. SAWS/USGS Studies – Cost Breakdown
San Antonio Water System -USGS Cooperative Science Activities - Resource Protection and Compliance Department

1 Edwards Aquifer Recharge Zone Water Quality Monitoring Program

Brief Description of the Study:
Implement a monitoring network for the Edwards aquifer that will provide long-term monitoring of the aquifer in order to address two primary objectives:

1. Characterize the sources of nutrients and pesticides (rural versus urban versus atmospheric sources)

2. Characterization of the physical movement and the chemical transformation of contaminants within the aquifer system

Work Product:
Hydrologic data tables will be provided during trimester progress meetings, and published in the annual data report.

Monitoring:
Time-series water quality and quantity will be collected at a network of 7 integrator/indicator sites. Selected sites will include:
1) Three existing surface water sites, which will be selected to be representative of land-use variability. Proposed sites will include one major recharge feature in the western part of the aquifer, one urban/suburban site in the San Antonio area, and one reference site.
2) Three groundwater wells with contrasting properties, including
a. An unconfined urban-setting well in the urban San Antonio area (representative of urban setting)
b. An unconfined rangeland-setting well (representative of non-urban setting)
c. A confined aquifer well (representative of deeper confined groundwater)
3) Comal Springs, a major discharge point of the aquifer and integrator of regional aquifer flowpaths

Relation to SAWS Program:
1. Determine if any contaminants observed in the aquifer are local because of urbanization, rural from agricultural or ranching practices, or naturally occurring

2. Provide data so that appropriate remedial action can be applied to minimize aquifer contamination

3. Evaluate information to assist in choosing long-term best management practices

4. Provide baseline measurements for future models.

<table>
<thead>
<tr>
<th></th>
<th>SAWS</th>
<th>USGS</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUBTOTAL</td>
<td>$421,124</td>
<td>$71,200</td>
<td>$492,324</td>
</tr>
</tbody>
</table>
2 Continuous Streamflow and Water-Quality Data Collection

Brief Description of the Study:
This effort monitors streamflow and stream water quality below the San Antonio urban area. Water quality parameters include: pH, temperature, dissolved oxygen, conductivity, and turbidity. Data are provided at least every four hours at the San Antonio River near Elmendorf.

Work Product:
All available checked and reviewed data will be provided to SAWS during trimester progress meetings.

Monitoring:
08181800: San Antonio River near Elmendorf, TX  
5-parameter QW Monitor Station

Relation to SAWS Program:
Provides basic data that can be used to monitor streamflow and stream water quality below the San Antonio urban area. These data may be used to aid the management of SAWS Water Recycling Centers (Sewage treatment facilities) as well as provide basic data to the State’s real-time streamflow and water quality network.

<table>
<thead>
<tr>
<th>SAWS</th>
<th>USGS</th>
<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>$42,672</td>
<td>$5,360</td>
<td>$48,032</td>
</tr>
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</table>

3 Water Quality Assessment of the Carrizo Aquifer Recharge Area

Brief Description of the Study:
Surface water and groundwater data have been collected in the Carrizo Aquifer recharge zone area. A water-quality monitor installed during 2009 will be maintained and 12 wells will be sampled.

Work Product:
All available checked and reviewed data will be provided to SAWS during trimester progress meetings.

Monitoring:
USGS will operate and maintain a 2-parameter monitor on site. Samples will be collected at 12 wells during the year.

Relation to SAWS Program:
Scientific findings from this study will help managers to assess the effects of an aquifer storage and recovery project that will be developed in the study area.

| O&M of continuous QW monitor | $23,100 | USGS | $ - | TOTAL $23,100 |
| QW sampling 12 wells | $27,825 | USGS | $ - | TOTAL $27,825 |
| SUBTOTAL | $50,925 | USGS | $ - | TOTAL $50,925 |

PROJECT SUMMARY

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<tr>
<th>No.</th>
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<th>TOTAL</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>EARZ - Surface Water Quality</td>
<td>$421,124</td>
<td>$71,200</td>
<td>$492,324</td>
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<td>2</td>
<td>Continuous Streamflow and Water Quality Data Collection</td>
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<td>3</td>
<td>Carrizo Aquifer Water-Quality</td>
<td>$50,925</td>
<td>USGS</td>
<td>$ -</td>
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<td></td>
<td>TOTAL</td>
<td>$514,721</td>
<td>$76,560</td>
<td>$591,281</td>
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</table>
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE SAN ANTONIO WATER SYSTEM AND THE UNITED STATES GEOLOGICAL SURVEY FOR MONITORING AND STUDYING GROUNDWATER WATER QUALITY, SURFACE/RECHARGE WATER QUALITY, AND HYDROGEOLOGIC STUDIES OF THE EDWARDS AQUIFER AND SAN ANTONIO WATER SYSTEM WATER RESOURCE PROJECTS FOR THE PERIOD OF JANUARY 1, 2017 TO DECEMBER 31, 2017 IN AN AMOUNT NOT TO EXCEED $514,721.00; AUTHORIZING THE EXPENDITURE OF FUNDS FOR FISCAL YEAR 2017 FROM THE SYSTEM FUND TO PAY FOR OBLIGATIONS INCURRED PURSUANT TO THE JOINT FUNDING AGREEMENT; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY AND TO PAY AN AMOUNT NOT TO EXCEED $514,721.00 TO THE UNITED STATES GEOLOGICAL SURVEY PURSUANT TO THE JOINT FUNDING AGREEMENT; 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”) and the United States Geological Survey (the “USGS”) have entered into cooperative research and monitoring programs for over a decade; and

WHEREAS, the Joint Funding Agreement developed for the period covering January 1, 2017 to December 31, 2017 includes data collection, monitoring, and research on the Edwards Aquifer Recharge, Transition and Contributing Zones, Carrizo Aquifer; and

WHEREAS, the Joint Funding Agreement also addresses the quality of the streams and rivers within the System’s service areas; and

WHEREAS, this Joint Funding Agreement is in the best interests of the System customers and all the citizens of San Antonio; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve a Joint Funding Agreement between the San Antonio Water System and the United States...
Geological Survey for the period of January 1, 2017 to December 31, 2017, in an amount not to exceed $514,721.00, (ii) to authorize the expenditure of funds for Fiscal Year 2017 from the System Fund to pay for obligations incurred pursuant to the Joint Funding Agreement, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute the Joint Funding Agreement with the United States Geological Survey, and to pay an amount not to exceed $514,721.00 to the United States Geological Survey pursuant to the Joint Funding Agreement; now, therefore:

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

1. That the Joint Funding Agreement between the System and the USGS covering the period from January 1, 2017 to December 31, 2017 in an amount not to exceed $514,721.00, in substantially the form attached hereto as Attachment I is hereby approved.

2. That expenditures for Fiscal Year 2017 are hereby available and is hereby authorized to be expended from the System Fund to pay for obligations incurred pursuant to the Board’s approval of the Fiscal Year 2017 budget with a line item for such expenditures pursuant to the Joint Funding Agreement.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the Joint Funding Agreement between the System and the USGS and to pay an amount not to exceed $514,721.00 to the USGS pursuant to the Joint Funding Agreement.

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 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 4\textsuperscript{th} day of October, 2016.

________________________________

Berto Guerra, Jr., Chairman

ATTEST:

________________________________

Ernesto Arrellano, Jr., Secretary

Attachment:
1. SAWS/USGS Joint Funding Agreement
Form 9-1366 U.S. Department of the Interior U.S. Geological Survey Agreement#: 17CMTX038000000
Joint Funding Agreement FOR Customer#: 6000000608
Water Resource Investigations Project #: SJ009ME
TIN #: 74-2632530
USGS DUNS #: 128821266

THIS AGREEMENT is entered into as of the January 1, 2017, by the U.S. GEOLOGICAL SURVEY, Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the San Antonio Water System party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

   (a) $76,560 by the party of the first part during the period January 1, 2017 to December 31, 2017
   (b) $514,721 by the party of the second part during the period January 1, 2017 to December 31, 2017
   (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of : 

   Description of the USGS regional/national program:

   (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties

   (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request; be furnished by the party of the first part; at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties.

9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.).
Joint Funding Agreement
FOR
Water Resource Investigations

Agreement#: 17CMTX0380000000
Customer#: 6000000608
Project #: SJ009ME
TIN #: 74-2632530
USGS DUNS #: 128821266

USGS Technical Point of Contact

Name: Douglas Schnoebelen
Supervisory Hydrologist (STPO Chief)
Address: 5563 DeZavala Road Suite 290
San Antonio, TX 78249
Telephone: (210) 691-9262
Fax: (210) 691-9270
Email: dschnoebelen@usgs.gov

Customer Technical Point of Contact

Name: Kirk Nixon
Manager
Address: 2800 US Hwy 281N
San Antonio, TX 78212
Telephone: (210) 233-3523
Fax: (210) 233-4778
Email: knixon@saws.org

USGS Billing Point of Contact

Name: Kandis Becher
Budget Analyst
Address: 2775 Altamesa Blvd.
Fort Worth, TX 76133
Telephone: (817) 263-9545 Ext 225
Fax: (817) 361-0459
Email: kkbecher@usgs.gov

Customer Billing Point of Contact

Name: Deandra DelPozo
Senior Administrator
Address: 2800 US Highway 281 North TWR2 4th Floor
San Antonio, Texas 78212
Telephone: (210) 233-3533
Fax: (210) 233-5331
Email: deandra.delpozo@saws.org

By ______________________ Date: Aug 25, 2016
Name: Timothy H. Raines
Title: Acting Director

Signature

Signatures
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: APPROVING AN INTERLOCAL AGREEMENT TO PROVIDE SEWER BILLING SERVICES FOR THE CITY OF SELMA

Board Action Date: October 4, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution approves a revised interlocal agreement between the San Antonio Water System (SAWS) and the City of Selma for sewer billing services.

- SAWS has a Certificate of Convenience and Necessity (CCN) to provide water service that includes a 54 acre tract of land within the City of San Antonio that borders the City of Selma.

- The 54 acre tract is located outside of the SAWS wastewater CCN area.

- The City of Selma has a CCN to provide water service within the city limits of the City of Selma, and operates a wastewater collection system within the city limits that transports sewage to a treatment plant operated by the Cibolo Creek Municipal Authority (CCMA).

- The 54 acre tract includes a commercial/multi-family development scheduled to receive a certificate of occupancy in October 2016.

- Since SAWS will be the water service provider to the development and the City of Selma will be the wastewater service provider, the City of Selma wishes SAWS to bill the development’s future occupants for Selma’s sewer service charges in addition to SAWS water service charges, and has offered to pay SAWS to provide the sewer billing services under the terms of an interlocal agreement.

- SAWS maintains similar billing agreements with other municipalities whose residents are SAWS retail water customers.

FINANCIAL IMPACT:

The proposed interlocal agreement provides that the City of Selma will pay SAWS the following fees for its services related to billing and collection of sewer and storm water charges:

(a) $0.85 per customer per billing period,
(b) 0.8% of gross billings per billing period to cover uncollectable billings.

The new fees will be effective immediately upon execution of the agreement and are subject to an increase annually based on SAWS' cost of providing customer service and billing functions. The City of Selma City Council is scheduled to approve the interlocal agreement at its meeting on October 13, 2016.

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 APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE SAN ANTONIO WATER SYSTEM AND THE CITY OF SELMA, TEXAS FOR SEWER BILLING SERVICES; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT; 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 a Certificate of Convenience and Necessity (CCN) to provide water service that includes a 54 acre tract of land within the City of San Antonio that borders the City of Selma; and

WHEREAS, the 54 acre tract is located outside of the System’s wastewater CCN area, and

WHEREAS, the City of Selma has a CCN to provide water service within the city limits of the City of Selma, and operates a wastewater collection system within the city limits that transports sewage to a treatment plant operated by the Cibolo Creek Municipal Authority (CCMA); and

WHEREAS, the 54 acre tract includes a commercial/multi-family development scheduled to receive a certificate of occupancy in October 2016; and

WHEREAS, since the System will be the water service provider to the development and the City of Selma will be the wastewater service provider, the City of Selma wishes the System to bill the development’s future occupants for Selma’s sewer service charges in addition to the System’s water service charges, and has offered to pay the System to provide the sewer billing services under the terms of an interlocal agreement; and

WHEREAS, the System maintains similar billing agreements with other municipalities whose residents are System retail water customers; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the interlocal agreement with the City of Selma for sewer billing services, and (ii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute the interlocal agreement; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That the interlocal agreement between the San Antonio Water System and the City of Selma for sewer billing services is hereby approved.

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

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 of 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. That this Resolution shall take effect immediately from and upon passage hereof.

PASSED AND APPROVED this the 4th day of October, 2016.

__________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary

Attachment:
1. Interlocal Agreement
This Interlocal Agreement (the “Agreement”) is entered into, in duplicate originals, and effective on this _____ day of _____________, 2016, by and between the San Antonio Water System, a wholly owned municipal water and sewer utility of the City of San Antonio, (“SAWS”), as authorized by SAWS Board Resolution No. __________, which was passed on __________, 2016, and the City of Selma (“Selma”), a General Law municipality incorporated under the laws of the State of Texas, as authorized by the Selma City Council Ordinance No. __________, which was passed on __________, 2016, together the “Parties.”

RECITALS

WHEREAS, both parties intend this Agreement to be in compliance with Chapter 791 of the Government Code, cited as the Interlocal Cooperation Act (the “Act”), as a contract for the provision of facilities to provide wastewater billing services by SAWS on behalf of Selma; and

WHEREAS, SAWS will provide water service to some of the same customers which will be served by Selma’s sanitary sewer system; and

WHEREAS, Selma is a General Law municipality located in the San Antonio area and is adjacent to SAWS’ water and/or wastewater service areas; and

WHEREAS, the parties have specific authority under the Act to enter into an interlocal contract to provide the services contemplated hereunder; and

WHEREAS, Selma has offered to pay SAWS to provide Selma with billing services for sewer service charges to certain of its customers; and

WHEREAS, SAWS has accepted the offer of Selma to perform such services on a year-to-year basis for up to a total term of five (5) years with a provision that service may continue to be provided after this term until a successor agreement is executed between the parties; and

WHEREAS, the functions and services specified in this Agreement are governmental functions or services that either party to the contract is authorized to perform individually; NOW THEREFORE:

The Parties hereto agree as follows:

1.00 Purpose and Scope of Services.
1.01 **Purpose.** The Parties acknowledge that the intent of this Agreement is for SAWS to provide Selma with billing services for sewer service charges fees to its customers.

1.02 **Scope of Services**

(a) SAWS shall only bill customers of Selma who also receive SAWS’ water service. SAWS shall bill such customers for Selma’s sewer service charges at rates determined by Selma per month for each customer for each service and shall receive the payments made for such charges. Such rates are to be determined at the discretion of Selma and approved by Selma, and as may be amended.

(b) SAWS shall provide Selma with the names and addresses of new water accounts as they are established. Selma agrees to be solely responsible for responding to questions from customers and for resolving all customer issues with respect to the administration and assessment of wastewater charges. Furthermore, Selma will be responsible for informing SAWS of billing adjustments needed to be made for individual customer accounts. In no event, however, shall SAWS be required to make any retroactive billing adjustments.

(c) In addition to notifying SAWS of the initial rates to be billed for sewer services to each customer by SAWS, Selma shall notify its customers and SAWS in writing of all changes in the rates for sewer service charges including the dates such rates are to be applied to billing not less than thirty (30) days prior to the scheduled billing date of Selma’s customers. Furthermore, if Selma establishes a sewer services rate in terms of a cost per hundred cubic feet, Selma shall provide SAWS a converted sewer service rate amount in terms of a cost per hundred gallons for use by SAWS for customer consumption billing purposes.

(d) The first billing hereunder shall be made as determined by agreement between management of Selma and SAWS. SAWS shall bill Selma’s customers thereafter at the same periods and on the same cycle of approximately 30 days’ duration for which it bills for its own water service to said customers. SAWS shall utilize its standard billing and collection procedures.

2.0 **Term and Expiration of Services**

2.01 The effective date of this Agreement shall be on the date of execution by both parties and after the final approval by both the SAWS Board and the Selma City Council. SAWS shall begin to provide services identified in the Agreement upon receipt of Selma’s written authorization to proceed.
2.02 This term of this Agreement shall be renewed on a year-to-year basis for up to five (5) years after the effective date. The terms of this Agreement may remain in effect after the expiration date until a successor agreement is executed between the parties so long as neither party notifies the other party in writing of its intent to terminate this Agreement.

3.00 Payment for Services

3.01 Fees. Selma shall pay SAWS the following fees for its services related to billing and collection of charges:

(a) $0.85 per customer per billing period.

(b) 0.8% of gross billings per billing period to cover uncollectible billings.

(c) Such Fees are subject to change on January 1 of each year. The Fee will be based upon an allocation of SAWS’ cost of providing customer service and billing functions. Prior to January 1 of each year, SAWS will notify Selma of any such adjustment in Fees.

(d) Up to a limit stated below, Selma shall be responsible for the set-up costs of changing the automated billing system of SAWS to accommodate Selma’s wastewater billing requirements. SAWS shall provide a detailed statement of final set-up costs within 60 days of the initiation of wastewater billing services for Selma. Within 60 days of the delivery by SAWS of the statement of set-up costs to Selma, Selma shall remit to SAWS an amount equal to SAWS’ stated costs; however, this amount shall be no greater than $5,000.00. SAWS reserves the right to discontinue wastewater billing services in the event of non-payment of the set-up costs by the stated deadline.

3.02 Remittance.

(a) By the 15th day of the first month after the month in which the last applicable billing cycle ended, SAWS shall furnish to Selma a Sewer Accounts Billable Consumption Report and a Billing Summary Report for sewer accounts.

(b) After deducting (1) applicable per customer billing charges, (2) 0.8% of gross billings to cover uncollectible billings, (3) all applicable customer late penalty fees, and (4) all applicable adjustments to sewer billings made as a result of customer inquiry according to adjustment guidelines established by Selma, SAWS shall remit the net amount to Selma by the 15th day of the first month after the month in which the last applicable billing cycle ended.

(c) Any adjustments or corrections needed to the above remittance to Selma shall be made by SAWS in the following month's remittance.
(d) The Sewer Water Accounts Billable Consumption Report and the Billing Summary Report to be provided to Selma by SAWS under Section 3.02(a) above (the “Reports”) and the Winter Average Reports will be submitted in an electronic format mutually acceptable to both Parties. Selma will designate in writing the name and contact information of Selma employee to receive the Reports.

4.0 Liability, Indemnity and Insurance

4.01 SAWS shall not be responsible for any consequential or incidental damages of any kind or nature that result from or are related to SAWS' conduct under this Agreement.

4.02 To the extent allowed by law, each Party agrees to indemnify and hold harmless the other Party, its officers, agents, and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys’ fees, for injury to or death of any person, or for damage to any property, arising out of, or in connection with, SAWS’ provision of the billing services, contemplated under this Agreement, where such injuries, death or damages are caused by the joint negligence of each Party, its employees, contractors, or agents. It is the EXPRESSED INTENTION of both Parties to this Agreement that the indemnity provided for in this paragraph is INDEMNITY BY each Party TO INDEMNIFY AND PROTECT the other Party from the consequences of its own comparative share of negligence. Since SAWS shall be performing governmental functions on behalf of Selma, Selma shall further assist SAWS in asserting any and all sovereign governmental immunity rights or limitations in defending any claims made against SAWS related to any work performed on behalf of Selma.

4.03 Both parties shall name the other party as an additional insured under its current respective insurance policy, maintain the additional insured requirement throughout the term of this Agreement, and furnish certificates of coverage to the other party upon request, including, a Certificate of Insurance coverage indicating the Commercial General Liability policy data and the Additional Insured endorsement.

4.04 Billing errors. SAWS shall not be responsible to Selma or its customers for any over billings or under-billings of Selma’s sewer customers. Any refunds for over-billings will be paid for by, and be the responsibility of Selma and Selma shall have the authority to decide whether to back bill customers who were under-billed; Any such back-billing shall be done at Selma’s discretion and expense.
5.0 **Alterations to Agreement and Scope of Work**

No amendments to this Agreement shall be considered valid by either Party unless they are in writing and approved by each Party's respective governing body.

6.0 **Default and Termination**

6.01 If either Party breaches any term, or terms, of this Agreement, then the breaching party shall have thirty (30) days from the date that it receives written notification of the breach from the other Party to commence good faith efforts to cure such breach. If the breach has not been cured within a reasonable period of time, then the non-breaching Party may terminate this Agreement by providing thirty (30) days written notice of its intent to terminate.

6.02 This Agreement may be terminated at will by either party upon written notice by certified mail ninety (90) days in advance of the desired effective date of termination.

7.0 **Miscellaneous Provisions**

7.01 Assignment. No assignment of this Agreement, in whole or in part for any purpose shall be made by either Selma or SAWS without the prior written consent of the other Party. Subject to this limitation, this Agreement shall bind and inure to the benefit of the successors and assigns of the Parties.

7.02 Notices. All written notices required by the terms of this Agreement shall be in writing and deposited in the United States mail addressed to such Party at the address set forth below:

**If to Selma:**

City of Selma  
______________, City Administrator  
9375 Corporate Drive  
Selma, TX  78154

**If to SAWS:**

San Antonio Water System  
Robert R. Puente, President/Chief Executive Officer  
P.O. Box 2449  
San Antonio, Texas  78298-2449
These addressees and addresses may be changed by either Party by notice in writing to the other Party.

7.01 Interpretation of Agreement. This Agreement 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 Agreement or any portion thereof.

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

7.03 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto and supersedes all prior Agreements, understandings and arrangements, oral or written, between the parties thereto with respect to the subject matter hereof.

7.04 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with and governed by the laws of the State of Texas and the venue for any cause of action shall be brought in Bexar County, Texas.

7.05 Execution in Counterparts. This Agreement 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 one and the same instrument.

7.06 No Waivers. The waiver by any party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

7.07 Current Revenue Available and No Tax Revenue. Both parties agree that any payments that are made under this Agreement for governmental functions or services will be made from current revenues available to the paying party. Tax revenue may not be pledged to the payment of amounts agreed to be paid under this Agreement.

7.08 Authority to Agreement. Selma hereby affirms that it has the authority to enter into this Agreement pursuant to a duly adopted resolution and/or ordinance of its City Council and that its Mayor has the authority to execute this Agreement. SAWS hereby affirms that it has the authority to enter into this Agreement pursuant to a duly adopted resolution of its Board of Trustees and that its President/Chief Executive Officer has the authority to execute this Agreement. Each party certifies that the services specified above are necessary and essential for activities that are properly within the statutory functions of each party and serve the interest of efficient and economical administration of each entity.

7.09 No Third Party Beneficiaries. Nothing in this Agreement shall entitle any
third party to any claim, cause of action, remedy, or right of any kind, it being the intent of the Parties that this Agreement shall not be construed as a third party beneficiary contract.

7.10 Force Majeure. If by reason of Force Majeure, a Party shall be rendered unable in whole or in part to carry out its obligations under this Agreement in accordance with the terms and conditions of this Agreement, it shall not be considered a breach of this Agreement. The term "Force Majeure" as used in this Agreement shall mean acts of God, strikes, lock-outs, or other industrial disturbances, acts of the public enemy, orders of any kind of the federal or state government, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, the partial or entire failure of a Party, or any other causes not reasonably within the control of a Party.

7.11 Fair Compensation. Both parties find that all payments described in this Agreement are in an amount that fairly compensates the performing party for the services or functions performed under this Agreement.

CITY OF SELMA:

By: ____________________________
Name: Tom Daly
Title: Mayor

SAN ANTONIO WATER SYSTEM:

By: ____________________________
Name: Robert R. Puente
Title: President/Chief Executive Officer
ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on ______________________, by Robert R. Puente, President/Chief Executive Officer of the San Antonio Water System, a Texas municipal corporation, on behalf of said corporation.

_________________________________
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on ______________________, by ________, ________ of City of Selma, a body politic created _____________, Texas Revised Civil Statutes.

_________________________________
Notary Public, State of Texas
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: UTILITY SERVICE AGREEMENT FOR WATER AND/OR WASTEWATER SERVICES TO TRACTS REQUIRING THE SAN ANTONIO WATER SYSTEM’S 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

Board Action Date: October 4, 2016

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 (the “System”) 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 (CCN).

- This board item consists of four tracts, which total 182.34 acres; 1,047 water Equivalent Dwelling Units (EDUs); and 973 wastewater water EDUs.

- Board approval is required since the tracts require the System’s financial participation in the development of infrastructure through oversizing or impact fee credits and/or is located outside the System’s water and/or wastewater CCN.

- The Pantheon Way Tract is located within the City of San Antonio Extra Territorial Jurisdiction, inside the System’s water CCN and outside the wastewater CCN. The USA provides 113 EDUs of water and 85 EDUs of wastewater services.

- The BCB Commons Tract is located within the City of San Antonio limits, outside the System’s water CCN and inside the wastewater CCN. The USA provides 150 EDUs of water and 150 EDUs of wastewater services.

- The Mountain Laurel Subdivision Tract is located within the City of San Antonio Extra Territorial Jurisdiction, inside the System’s water CCN and inside the wastewater CCN. The USA provides 400 EDUs of water and 400 EDUs of wastewater services and consists of oversized infrastructure.
The Tacara Stone Oak Commercial Tract is located within the City of San Antonio limits, inside the System’s water CCN and inside the wastewater CCN. The USA provides 384 EDUs of water and 338 EDUs of wastewater services and consists of oversized infrastructure.

The Developer is required to install all necessary on-site facilities in accordance with the Board’s regulations and at the Developer’s total cost.

The Developer is responsible for the construction and engineering costs associated with 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 / Outside</th>
<th>EARZ/CZ</th>
<th>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pantheon Way Tract</td>
<td>Pantheon Way, LTD</td>
<td>3.73</td>
<td>113</td>
<td>85</td>
<td>CoSA ETJ</td>
<td>INSIDE</td>
<td>CCN</td>
<td>IN</td>
<td>OUT</td>
</tr>
<tr>
<td>2</td>
<td>BCB Commons Tract</td>
<td>Brooks Development Authority</td>
<td>16.63</td>
<td>150</td>
<td>150</td>
<td>CoSA</td>
<td>OUTSIDE</td>
<td>CCN</td>
<td>OUT</td>
<td>IN</td>
</tr>
<tr>
<td>3</td>
<td>Mountain Laurel Subdivision Tract</td>
<td>Great Divide Realty and Development, LLC</td>
<td>109.98</td>
<td>400</td>
<td>400</td>
<td>CoSA ETJ</td>
<td>OUTSIDE</td>
<td>OVR</td>
<td>IN</td>
<td>IN</td>
</tr>
<tr>
<td>4</td>
<td>Tacara Stone Oak Commercial Tract</td>
<td>Crosswinds I Partnership, LTD</td>
<td>52</td>
<td>384</td>
<td>338</td>
<td>CoSA</td>
<td>INSIDE</td>
<td>OVR</td>
<td>IN</td>
<td>IN</td>
</tr>
<tr>
<td></td>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>182.34</strong></td>
<td><strong>1,047</strong></td>
<td><strong>973</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Acronyms:
- EARZ = Edwards Aquifer Recharge Zone
- OVR = Oversizing
- CoSA = City of San Antonio limits
- ETJ = Extraterritorial Jurisdiction
- WW = Wastewater
- IFC = Impact Fee Credits
- CCN = Certificate of Convenience and Necessity
- CZ = Edwards Aquifer Contributing Zone
- IFC = Impact Fee Credits

**EXTENT AND CONDITIONS OF UTILITY SERVICE AGREEMENT:**

Upon approval by the System 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 the System. During the effective term of this USA, capacity in the System’s 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 the System, and all impact fees are paid.
**FINANCIAL IMPACT:**

In compliance with the System’s 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 the System will be recorded in the Service Recovery Account and are estimated as follows, based on current charges and full build out of the tracts:

<table>
<thead>
<tr>
<th>No.</th>
<th>Tract Name</th>
<th>Water Impact Fees</th>
<th>Wastewater Impact Fees</th>
<th>Total Impact Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pantheon Way Tract</td>
<td>$539,801.00</td>
<td>$281,010.00</td>
<td>$820,811.00</td>
</tr>
<tr>
<td>2</td>
<td>BCB Commons Tract</td>
<td>$689,550.00</td>
<td>$225,750.00</td>
<td>$915,300.00</td>
</tr>
<tr>
<td>3</td>
<td>Mountain Laurel Subdivision Tract</td>
<td>$1,838,800.00</td>
<td>$940,400.00</td>
<td>$2,779,200.00</td>
</tr>
<tr>
<td>4</td>
<td>Tacara Stone Oak Commercial Tract</td>
<td>$1,834,368.00</td>
<td>$1,117,428.00</td>
<td>$2,951,796.00</td>
</tr>
<tr>
<td></td>
<td>Totals</td>
<td>$4,902,519.00</td>
<td>$2,564,588</td>
<td>$7,467,107.00</td>
</tr>
</tbody>
</table>

The System 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 the System’s financial participation in the development of infrastructure through oversizing or impact fee credits and/or facilities based on the System’s 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 System (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Mountain Laurel Subdivision Tract</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[OPTION 1]: 16-inch Water*</td>
<td>$973,700</td>
<td>$1,252,900</td>
<td>$2,226,600</td>
<td>56.27%</td>
<td>43.73%</td>
</tr>
<tr>
<td>3</td>
<td>Mountain Laurel Subdivision Tract</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[OPTION 2]: 16-inch Water*</td>
<td>$946,400</td>
<td>$1,216,800</td>
<td>$2,163,200</td>
<td>56.25%</td>
<td>43.75%</td>
</tr>
<tr>
<td>3</td>
<td>Mountain Laurel Subdivision Tract</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>[OPTION 2]: 24-inch Water*</td>
<td>$421,200</td>
<td>$140,400</td>
<td>$561,600</td>
<td>25.00%</td>
<td>75.00%</td>
</tr>
<tr>
<td>4</td>
<td>Tacara Stone Oak Commercial Tract</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>24-inch Water*</td>
<td>$936,000</td>
<td>$312,000</td>
<td>$1,248,000</td>
<td>25.00%</td>
<td>75.00%</td>
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<td></td>
<td><strong>Total with Mountain Laurel Option 1</strong></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>$1,909,700</td>
<td>$1,564,900</td>
<td>$3,474,600</td>
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<tr>
<td></td>
<td><strong>Total Option 2</strong></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>$2,303,600</td>
<td>$1,669,200</td>
<td>$3,972,800</td>
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<td></td>
</tr>
</tbody>
</table>

*Note: The respective Developer is eligible for impact fee credits for their share of the cost for
Utility Service Agreement to the Specified Tract Requiring Oversizing and/or Outside the System’s Water and/or Wastewater CCN

either the 16-inch and/or 24-inch main for the Mountain Laurel Subdivision Tract.

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

APPROVED:

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>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>Pantheon Way Tract</td>
<td>Pantheon Way, LTD</td>
<td>A. Bradford Galo</td>
<td>CoSA ETJ INSIDE</td>
<td>7</td>
<td></td>
<td>85</td>
<td>113</td>
<td>85</td>
<td>Mud Creek</td>
<td>CCN</td>
</tr>
<tr>
<td>2</td>
<td>BCB Commons Tract</td>
<td>Brooks Development Authority</td>
<td>Leo Gomez</td>
<td>CoSA OUTSIDE</td>
<td>3</td>
<td></td>
<td>16.633</td>
<td>150</td>
<td>150</td>
<td>Salado Creek-San Antonio River</td>
<td>CCN</td>
</tr>
<tr>
<td>3</td>
<td>Mountain Laurel Subdivision Tract</td>
<td>Great Divide Realty and Development, LLC</td>
<td>Craig Glendenning</td>
<td>CoSA ETJ OUTSIDE</td>
<td>930</td>
<td></td>
<td>400</td>
<td>400</td>
<td>400</td>
<td>Polecat Creek – Medina River</td>
<td>OVR</td>
</tr>
<tr>
<td>4</td>
<td>Tacara Stone Oak Commercial Tract</td>
<td>Crosswinds I Partnership, LTD</td>
<td>Darren Casey</td>
<td>CoSA INSIDE</td>
<td>11A</td>
<td></td>
<td>338</td>
<td>384</td>
<td>338</td>
<td>Mud Creek</td>
<td>OVR</td>
</tr>
</tbody>
</table>

**Acronyms:**

- EARZ = Edwards Aquifer Recharge Zone
- CZ = Edwards Aquifer Contributing Zone
- CoSA = City of San Antonio limits
- ETJ = Extraterritorial Jurisdiction
- WW = Wastewater
- IFC = Impact Fee Credits
- 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 TRACTS OF LAND REQUIRING THE SAN ANTONIO WATER SYSTEM'S FINANCIAL PARTICIPATION IN THE DEVELOPMENT OF INFRASTRUCTURE THROUGH OVERTSIZING OR IMPACT FEE CREDITS AND/OR ARE LOCATED OUTSIDE THE SAN ANTONIO WATER SYSTEM'S 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>Board Reason</th>
<th>W CCN</th>
<th>WW CCN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Pantheon Way Tract</td>
<td>Pantheon Way, LTD</td>
<td>3.73</td>
<td>113</td>
<td>85</td>
<td>CoSA ETJ</td>
<td>INSIDE</td>
<td>CCN</td>
<td>IN</td>
<td>OUT</td>
</tr>
<tr>
<td>2</td>
<td>BCB Commons Tract</td>
<td>Brooks Development Authority</td>
<td>16.633</td>
<td>150</td>
<td>150</td>
<td>CoSA</td>
<td>OUTSIDE</td>
<td>CCN</td>
<td>OUT</td>
<td>IN</td>
</tr>
<tr>
<td>3</td>
<td>Mountain Laurel Subdivision Tract</td>
<td>Great Divide Realty and Development, LLC</td>
<td>109.98</td>
<td>400</td>
<td>400</td>
<td>CoSA ETJ</td>
<td>OUTSIDE</td>
<td>OVR</td>
<td>IN</td>
<td>IN</td>
</tr>
<tr>
<td>4</td>
<td>Tacara Stone Oak Commercial Tract</td>
<td>Crosswinds I Partnership, LTD</td>
<td>52</td>
<td>384</td>
<td>338</td>
<td>CoSA</td>
<td>INSIDE</td>
<td>OVR</td>
<td>IN</td>
<td>IN</td>
</tr>
<tr>
<td></td>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>182.34</strong></td>
<td><strong>1,047</strong></td>
<td><strong>973</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</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 Agreement 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 Agreement 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 Agreement 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 Agreement shall be honored for a period of thirty-six months, and if not exercised during this thirty-six-month period, the Utility Service Agreement 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 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 4th day of October, 2016.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

________________________________
Ernesto Arrellano, Jr., Secretary

Attachments:
1. Project Maps
Attachment III:
USA-14750
"Pantheon Way" Tract
Proposed Water Infrastructure Map
3.73 Acres

Legend
- USA Tract
- Parcels Update
- Existing Water Main

Tract is Located:
- Over Edwards Aquifer Recharge Zone
- Within 5 mile Camp Bullis Awareness Zone

Pantheon Way
113 Water EDUs
85 Sewer EDUs
3.73 Acres
USA-14750

Project Location
Tract is Located:
- Over Edwards Aquifer Recharge Zone
- Within 5 mile Camp Bullis Awareness Zone

Pantheon Way
113 Water EDUs
85 Sewer EDUs
3.73 Acres
USA-14750

Outside SAWS' Sewer CCN
SAWS' Sewer CCN
BCB-Commons
150 Water EDUs
150 Sewer EDUs
16.633 Acres
USA-14690
Oversize approx. 0.4 miles of 12-inch main to 24-inch

Oversize approx. 2 miles of 12-inch main to 16-inch
Oversize approx. 4,000 LF of 12-inch main to 24-inch

Tract located:
- Within Camp Bullis Awareness Zone
- Over Edwards Aquifer Recharge Zone

Tacara Stone Oak Commercial Tract
384 Water EDUs
338 sewer EDUs
52 Acres
USA-12029
Tract located:
- Within Camp Bullis Awareness Zone
- Over Edwards Aquifer Recharge Zone

Tacara Stone Oak Commercial
384 Water EDUs
338 Sewer EDUs
52 Acres
USA-12029
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 TO PREPARE AND ENTER INTO A SETTLEMENT AGREEMENT WITH THE CIBOLO VALLEY PARTNERS, LLC AND THE SOUTH CENTRAL WATER COMPANY; AND TO RECOMMEND TO THE CITY OF SAN ANTONIO TO CONSENT TO SOUTH CENTRAL WATER COMPANY’S CERTIFICATE OF CONVENIENCE AND NECESSITY APPLICATION FOR THE AREA WITHIN COMAL COUNTY BOUNDED BY THE CIBOLO VALLEY RANCH TRACT ONCE RELEASED FROM THE SAN ANTONIO WATER SYSTEM’S WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY

Board Action Date: October 4, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution approves the San Antonio Water System (the “System”) to prepare and enter into a settlement agreement with Cibolo Valley Partners, LLC and the South Central Water Company (SCWC) allowing the SCWC to provide service to the Cibolo Valley Ranch (CVR) Tract. It further approves the System to recommend to the City of San Antonio to consent to SCWC’s Certificate of Convenience and Necessity (CCN) application for the area within Comal County bounded by the CVR Tract once released from the System’s wastewater CCN.

- A portion of the CVR Tract is located within the City of San Antonio Extra Territorial Jurisdiction, outside the System’s water CCN and inside the wastewater CCN.
- The overall tract is 498 acres, of which 394 acres are located within the System’s wastewater CCN. The 104 acres located outside of the System’s CCN will be served by a SCWC facility located immediately north of the tract. Potable water service for the entire tract will be provided through the Canyon Lake Water Service Company. The developer, Cibolo Valley Partners, LLC, has requested wastewater service exclusively from the SCWC for the remaining 394 acres within the System’s CCN.
- On September 13, 2016, the System’s Board of Trustees, by Resolution No. 16-235, authorized the System to file an amendment with the Texas Public Utilities Commission (PUC) for the conditional release of the CVR Tract within Comal County from the System’s wastewater CCN.
Approval of the San Antonio Water System to prepare and enter into
a Settlement Agreement with the Cibolo Valley Partners LLC and the
South Central Water Company

- The conditions for release stipulated in Resolution No. 16-235 require that the development
  of the CVR Tract be limited to residential land use with impervious cover not to exceed 40
  percent. The creek proper and 100 year floodplain are excluded from the final impervious
  cover calculation. TCEQ EARZ Best Management Practices are applied to the entirety of
  the CVR Tract. The SCWC will not amend its wastewater treatment facility permit to less
  restrictive conditions. The wastewater collection system will meet or exceed the System’s
  infrastructure standards within the CVR Tract.

- The settlement agreement will specify the conditions for release and allow the SCWC to
  submit an application to the PUC to serve the CVR Tract and will relieve the System from
  any obligation to provide wastewater service to the CVR Tract in the future.

- The System will recommend to the City of San Antonio to consent to SCWC’s CCN
  application once the area within Comal County bounded by the CVR Tract is released from
  the System’s wastewater CCN and the settlement agreement is in effect.

Staff recommends that the Board approve this resolution.

Sam Mills, P.E.
Director
Development

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

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachment:
1. Table 1, Tract Information
## Table 1
### Tract Information

<table>
<thead>
<tr>
<th>Tract Name</th>
<th>Developer</th>
<th>CoSA / CoSA ETJ / Outside</th>
<th>EARZ/ CZ</th>
<th>PZ</th>
<th>Acres</th>
<th>Water EDU</th>
<th>WW EDU</th>
<th>Watershed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cibolo Valley Ranch Tract</td>
<td>Cibolo Valley Partners, LLC</td>
<td>CoSA ETJ</td>
<td>INSIDE</td>
<td>N/A</td>
<td>394</td>
<td>0</td>
<td>668</td>
<td>Indian Creek- Cibolo Creek</td>
</tr>
</tbody>
</table>

**Acronyms:**
- EARZ = Edwards Aquifer Recharge Zone
- CZ = Edwards Aquifer Contributing Zone
- CoSA = City of San Antonio limits
- OVR = Oversizing
- WW = Wastewater
- ETJ – Extraterritorial Jurisdiction
- AC = Acreage
- BMWD = Bexar Metropolitan Water District
- PZ = Pressure Zone
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE SAN ANTONIO WATER SYSTEM TO PREPARE AND ENTER INTO A SETTLEMENT AGREEMENT WITH THE CIBOLO VALLEY PARTNERS, LLC AND THE SOUTH CENTRAL WATER COMPANY TO ALLOW THE SOUTH CENTRAL WATER COMPANY TO SERVE THE AREA WITHIN COMAL COUNTY BOUNDED BY THE CIBOLO VALLEY RANCH TRACT AND CURRENTLY WITHIN THE SAN ANTONIO WATER SYSTEM’S CERTIFICATE OF CONVENIENCE AND NECESSITY; AND APPROVING THE SYSTEM TO RECOMMEND TO THE CITY OF SAN ANTONIO TO CONSENT TO THE SOUTH CENTRAL WATER COMPANY’S CERTIFICATE OF CONVENIENCE AND NECESSITY APPLICATION FOR THE AREA WITHIN COMAL COUNTY BOUNDED BY THE CIBOLO VALLEY RANCH TRACT FROM THE SAN ANTONIO WATER SYSTEM’S WASTEWATER CERTIFICATE OF CONVENIENCE AND NECESSITY; 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 conditional release of the Cibolo Valley Ranch (CVR) Tract, specified in the table below, through Resolution No. 16-235 from the San Antonio Water System’s (the System) wastewater Certificate of Convenience and Necessity (CCN) allows the South Central Water Company (SCWC) to serve the CVR Tract; and

<table>
<thead>
<tr>
<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>W CCN</th>
<th>WW CCN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cibolo Valley Ranch Tract</td>
<td>Cibolo Valley Partners, LLC</td>
<td>394</td>
<td>0</td>
<td>668</td>
<td>CoSA ETJ</td>
<td>INSIDE</td>
<td>OUT</td>
<td>IN</td>
</tr>
</tbody>
</table>

WHEREAS, the location of the CVR Tract in relation to System’s CCN is generally illustrated in the attached Site Maps; and

WHEREAS, the System will prepare and enter into a settlement agreement with the SCWC and the Cibolo Valley Partners, LLC outlining the conditions required for the System to release the area within Comal County bounded by the CVR Tract from the System’s wastewater CCN; and

WHEREAS, the System will recommend to the City of San Antonio to consent to the application to be filed by the SCWC to the Public Utilities Commission for the area within Comal County bounded by the CVR Tract; and
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve the System to prepare and enter into a settlement agreement with the South Central Water Company and Cibolo Valley Partners, LLC specifying the conditions for the System’s release of the wastewater CCN of the area within Comal County bounded by the Cibolo Valley Ranch Tract, and (ii) to approve the System to recommend to the City of San Antonio to consent to the South Central Water Company’s CCN application to the Texas Public Utilities Commission for the area within Comal County bounded by the Cibolo Valley Ranch Tract once release from the System’s CCN; now, therefore:

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

1. That the System hereby approves preparing and entering into a settlement agreement, including specific conditions, with the Cibolo Valley Partners, LLC and the South Central Water Company, which outlines the conditional release by the System of the area within Comal County bounded by the Cibolo Valley Tract from the System’s Certificate of Convenience and Necessity. The System will recommend to the City of San Antonio to consent to South Central Water Company’s Certificate of Convenience and Necessity application for the area within Comal County bounded by the Cibolo Valley Ranch Tract once released from the System’s wastewater Certificate of Convenience and Necessity. A copy of the settlement agreement is attached hereto as Exhibit 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 shall take effect immediately from and after its passage.

PASSED AND APPROVED this 4th day of October, 2016.

________________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary

Attachment:
1. Project Map
2. Settlement Agreement
SETTLEMENT AGREEMENT BETWEEN
SAN ANTONIO WATER SYSTEM, CIBOLO VALLEY RANCH,
AND SOUTH CENTRAL WATER COMPANY

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into to be effective on the ___ day of October, 2016 (the "Effective Date"), by and between the San Antonio Water System ("SAWS"), Cibolo Valley Partners, LLC ("Cibolo Valley"), and the South Central Water Company ("South Central"). SAWS, Cibolo Valley, and South Central may be referred to herein individually as a "Party" or collectively as the "Parties."

I. RECITALS

WHEREAS, SAWS is a municipally owned utility providing potable water, recycled water, and wastewater collection and treatment services in Bexar and surrounding counties and is wholly owned by the City of San Antonio (the "City");

WHEREAS, Cibolo Valley is a limited liability company organized pursuant to the Texas Business Organizations Code;

WHEREAS, South Central is a for-profit corporation organized under the Texas Business Organizations Code and a retail public utility under the Texas Water Code;

WHEREAS, Cibolo Valley is developing a new residential development to be known as Cibolo Valley Ranch (the "Ranch") in Comal and Bexar Counties (Exhibit 1), and Cibolo Valley needs centralized sewage collection in order to develop at the density desired by Cibolo Valley;

WHEREAS, part of the Ranch is located in the Edwards Aquifer Recharge Zone and the remainder of the Ranch is located in the Edwards Aquifer Contributing Zone, and the portion of the Ranch located inside the City’s extraterritorial jurisdiction (the "ETJ Portion") is subject to the City’s Aquifer Protection Ordinance;

WHEREAS, SAWS currently holds the exclusive right to provide retail sewer utility to the ETJ Portion pursuant to its certificate of convenience and necessity ("CCN No. 20285");

WHEREAS, South Central holds the exclusive right to provide retail sewer utility service to an area immediately north of the Ranch pursuant to its certificate of convenience and necessity ("CCN No. 20964");

WHEREAS, on August 11, 2016, South Central filed an application for a certificate of convenience and necessity with the Public Utility Commission of Texas ("PUC") to allow South Central to provide retail sewer utility services to a tract of land (the "Ranch") owned by Cibolo Valley and located in both Comal and Bexar Counties (PUC Docket No. 46279);

WHEREAS, Cibolo Valley and South Central approached SAWS seeking SAWS’ agreement to allow South Central to provide retail sewer utility service to the ETJ Portion, and SAWS is willing to agree to allow South Central to provide retail sewer utility service to the ETJ Portion, in Comal County so long as certain conditions are met;
WHEREAS, SAWS, Cibolo Valley, and South Central desire to resolve their conflicts and disputes regarding the Application and retail sewer service to the Ranch and to avoid protracted litigation between and among them;

NOW, THEREFORE, it is the intent of SAWS, Cibolo Valley, and South Central to effectuate a full and complete settlement and resolution of their concerns regarding which entity will provide retail sewer service to the Ranch, and the CCN Application through the execution of this settlement agreement (“Agreement”). This Agreement neither confirms nor denies the merits of any Party’s objections or concerns, but, rather, is executed solely to buy peace between the Parties. By signature below SAWS, Cibolo Valley, and South Central agree as follows:

II. TERMS OF AGREEMENT

1. Recitals. The Recitals, which the Parties agree are true and correct, and the definitions contained herein are incorporated herein for all purposes.

2. Definitions. Terms as used in this Agreement have the following meanings:

   a. “Aquifer Protection Ordinance” means the City’s ordinances codified in Chapter 34, Article VI, Division 6 of the City Code titled “Aquifer Recharge Zone and Watershed Protection.”

   b. “City” means the City of San Antonio, Texas.

   c. “ETJ Portion” means that portion of the Ranch that is located inside the extraterritorial jurisdiction of the City of San Antonio in Bexar and Comal Counties.

   d. “PUC” means the Public Utility Commission of Texas, and any agency that succeeds to all or part of the regulatory authority of the PUC.

   e. “Ranch” means the 498-acre tract generally located in southern Comal County and northern Bexar County south of FM 1863 and east of US 281 (Exhibit 1).

   f. “TCEQ” means the Texas Commission on Environmental Quality, and any agency that succeeds to all or part of the regulatory authority of the TCEQ.

3. Aquifer Protection.

   a. Cibolo Valley will develop the ETJ Portion, in accordance with the requirements of the Aquifer Protection Ordinance (except as otherwise provided in this Agreement), including the requirement to obtain a Letter of Certification as required by Subdivision C of the Aquifer Protection Ordinance.

   b. Cibolo Valley will develop the ETJ Portion only for residential land use with a maximum 40% impervious cover. Cibolo Valley will not allow any multi-family or commercial land use within the ETJ Portion.
c. Cibolo Valley will maintain a 100-year floodplain buffer as required per Section 34-913 of the Aquifer Quality Ordinance. The creek proper and the 100-year floodplain shall not be counted within any calculation for impervious cover for any project within the ETJ Portion as pervious cover/green space, but the 100-year floodplain buffer shall be counted in impervious cover calculations.

d. Cibolo Valley will develop a water pollution abatement plan and an organized sewage collection system plan pursuant to 30 Texas Administrative Code Chapter 213.5 (utilizing the TCEQ Technical Guidance on Best Management Practices RG-348) as if the entire site was inside the recharge zone. Cibolo Valley will submit plans to TCEQ and SAWS for review, and Cibolo Valley must receive SAWS approval prior to proceeding with construction.

e. For portion of the Ranch outside the ETJ Portion, the WPAP will include information sufficient to meet the requirements of the Aquifer Protection Ordinance Section 34-911, except as otherwise provided in this Agreement.

f. South Central will not amend TPDES Permit No. WD0014988001 to seek less restrictive permit conditions without SAWS’s written consent.

4. CCN Proceedings.

a. Within 30 days after the effective date of this Agreement, SAWS will file an application to amend its CCN to exclude from SAWS’ service area the ETJ Portion located in Comal County (“SAWS Amendment”). SAWS reserves its right to withdraw the SAWS Amendment if the application is protested by a non-signing third party with standing to challenge the application. The issue of standing will be determined by the State Office of Administrative Hearings (SOAH) and SAWS may not withdraw its application until a SOAH judge has made that determination.

b. The SAWS Amendment application will request that the amendment be granted with the following findings:

i. a finding that the amendment to SAWS’ sewer CCN is based on Texas Water Code § 13.254(a)(3);

ii. a finding that once SAWS’ CCN is amended, SAWS may not be required to provide service to the Ranch for any reason, including violation of PUC or TCEQ rules

c. Within 30 days after the effective date of this Agreement, South Central will amend its pending application for an amendment to its CCN (PUC Docket No. 46279) (“South Central Amendment”) to only include the portion of the Ranch located in Comal County and exclude the portion of the Ranch in Bexar County. The South Central Amendment may continue to seek to decertificate SAWS from the ETJ Portion located in Comal County. It shall not seek to modify SAWS’s CCN anywhere else.
d. Cibolo Valley and South Central acknowledge that once SAWS’ CCN is amended to exclude the ETJ Portion located in Comal County from SAWS’ service area, SAWS will have no obligation to ever serve the tract for any reason.

e. South Central agrees that all sewer facilities to be constructed and operated within the entire Ranch will be designed and constructed in accordance with SAWS’ utility service regulations and construction specifications except South Central shall not be required to locate collection and transmission lines under roadways. South Central collection and transmission lines will be located in easements provided by Cibolo Valley.

f. Once South Central has amended its pending application (PUC Docket No. 46279), SAWS will recommend that the City consent to the South Central Amendment conditioned on the PUC approving an amendment to SAWS’ CCN excluding the ETJ Portion located in Comal County from SAWS’ service area and that facilities are constructed and operated consistent with this Agreement.

III. TERM; TERMINATION; DEFAULT AND REMEDIES

1. Default. “Event of Default” shall mean the failure of a Party to comply with an obligation of the Party stated in this Agreement. If an Event of Default occurs under this Agreement, the Defaulting Party must be given notice of the default and 30 days from the date the notice is delivered in which to cure the default before the Non-Defaulting Party may exercise any of the remedies set forth in this Section.

If an Event of Default is not remedied within the cure period, then each Non-Defaulting Party, whose rights under this Agreement are directly affected by the default, shall have the following rights and remedies:

   a. to seek specific performance or injunctive relief, without the necessity of having to prove the inadequacy of legal remedies or irreparable harm;

   b. to terminate its obligations under this Agreement; and/or

   c. to pursue any and all rights and remedies available at law or at equity, including, but not limited to, the right to pursue claims before PUC, TCEQ or any successor agency with jurisdiction.

IV. NOTICE

1. Written Notice. All notices required to be given must be in writing. Any notice or communication required or permitted hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, registered or certified mail, and addressed to the intended recipient at the address set forth below, with a copy sent concurrently by facsimile, or on the date hand-delivered by a national courier service, as evidenced by written acknowledgment of receipt for such hand-delivery. Notice given in any other manner will be deemed delivered only if and when actually received. Notice may not be given exclusively by e-mail. Any address for notice may be changed by written notice delivered as provided herein.
2. **Addresses for Notice.**

SAWS: Attn: ___________________

Cibolo Valley: Attn: ___________________

South Central: Attn: ___________________

V. MISCELLANEOUS

1. **Governing Laws.** This Agreement shall be governed by and construed and enforced under the laws of the State of Texas.

2. **Venue.** The obligations and undertakings of each of the Parties to this Agreement shall be performed in Bexar County, Texas. Except for matters within the jurisdiction of the PUC, TCEQ or another state or federal agency, the parties expressly agree that all judicial proceedings to enforce any of the provisions of this Agreement shall take place in Bexar County, Texas.

3. **Third Party Beneficiaries.** The Parties agree that there are no third party beneficiaries to this Agreement.

4. **Attorneys’ Fees.** Each Party shall bear its own attorneys’ fees and costs related to this Agreement or the enforcement of this Agreement.

5. **No Admission.** The Parties agree that nothing in this Agreement shall be used as an admission of any sort in any litigation or other contested matter, except to enforce the terms of this Agreement.

6. **Entire Agreement.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of the Agreement. No agreement, statement, or promise made by any Party or to any employee, agent, or officer of any Party that is not contained in this Agreement shall be valid, binding, or of any force or effect.

7. **Amendment.** Any amendments to this Agreement must be in writing and signed by all the Party or Parties to be charged.

8. **Successors and Assigns.** This Agreement may be assigned (in whole or in part, as applicable) by Cibolo Valley to any purchaser of all or a portion of the Ranch. This Agreement shall be binding upon the parties hereto and their respective successors, heirs, representatives, and assigns.

9. **Construction.** This Agreement shall be deemed drafted equally by the Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against
either Party shall not apply. When required by context, the gender of words in this Agreement includes the masculine, feminine, and neuter genders and the singular includes the plural (and vice-versa). The headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

10. **Severability.** Should any provision of this Agreement be declared void by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect.

11. **Authority.** The respective signatories to this Agreement represent that they are authorized to sign this Agreement on behalf of their respective Party, and that such signatory has received the necessary approval of its governing body to execute this Agreement on the Party’s behalf.

12. **Execution.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which counterparts, when taken together, shall constitute one and the same Agreement. The Parties agree that delivery of a signed counterpart, or the signed Agreement or amendment by facsimile or electronic mail, shall be deemed the same as the delivery of an original document.
TO: San Antonio Water System Board of Trustees

FROM: Kathleen M. Price, P.E., 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 SAN ANTONIO RIVER OUTFALL - PROJECT 2A

Board Action Date: October 4, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $2,572,870.00 to Insituform Technologies, LLC, a local, non-SMWB contractor, in connection with the San Antonio River Outfall - Project 2A (“SARO 2A”).

- The contract that is the subject of the attached resolution will, if approved, authorize work that is required by Section V. B- Early Action Program of the Consent Decree between the 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 San Antonio Water System (the “System”) is undertaking replacement and rehabilitation of San Antonio River Outfall (SARO) sewer infrastructure as part of its Capital Improvement Program.

- SARO includes the construction of approximately five miles of 48-inch sewer pipe and siphons. This will replace aging sewer infrastructure which has already experienced several failures. This project extends from a point within the existing Salado Creek Transfer Station then generally west and north to the intersection of Henderson Court and Old Corpus Christi Road.

- SARO is being constructed in multiple project phases as shown on Attachment 3.

- SARO 2A consists of rehabilitation of approximately 4,000 feet of 48-inch sewer pipe from a point near Southton Road running generally west into the Heritage Oaks neighborhood along Arkansas Oak and then north along Buescher Lane and Richie Otis Way before turning east and proceeding approximately 100 feet before ending at a point on Laura Lee Way within the McCreless Meadows neighborhood.

- Insituform Technologies, LLC, is now declared the lowest responsible bidder and has submitted the low responsible bid of $2,572,870.00.
Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the 2016 Capital Improvements Program. This work is included in the Wastewater Core Business, Main Replacement - Sewer budget line item. The amount is $2,572,870.00 for sewer related work. The job number is 14-4508.

**SUPPLEMENTARY COMMENTS:**

Freese & Nichols, Inc., prepared the plans and specifications for this project under their professional services contract. The engineer’s estimated construction cost was $3,914,100.00.

A bid opening was held on September 8, 2016 at 2:00 PM. Eight firms responded to the request for bids. The following bids were submitted:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>PRICE</th>
<th>LOCAL/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insituform Technologies, LLC*</td>
<td>$2,572,870.00</td>
<td>Local/Non–SMWB</td>
</tr>
<tr>
<td>SAK Construction</td>
<td>$2,718,400.00</td>
<td>Non–Local/Non–SMWB</td>
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<td>Layne Inliner</td>
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<td>Non–Local/Non–SMWB</td>
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<tr>
<td>Ric-Man Construction, Inc.</td>
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<tr>
<td>Facilities Rehabilitation, Inc.</td>
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<td>Non–Local/MBE–Hispanic</td>
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<tr>
<td>Engineer’s Estimate</td>
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<tr>
<td>IPR South Central LLC</td>
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<td>Local/Non–SMWB</td>
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<td>Kenny Construction Company</td>
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<td>Non–Local/Non–SMWB</td>
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<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oil-Field Services Co., Inc.</td>
<td>$5,562,490.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
</tbody>
</table>

* Low Responsible Bidder
The bid amount represents a 34.2 percent decrease from the estimated construction cost.

This contract has 210 days for construction completion.

Kathleen M. Price, P.E.
Director
Pipelines

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
3. Overall Project Alignment
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE BID OF INSITUFORM TECHNOLOGIES, LLC, IN THE AMOUNT OF $2,572,870.00 IN CONNECTION WITH THE SAN ANTONIO RIVER OUTFALL - PROJECT 2A; AWARDS A CONTRACT TO INSITUFORM TECHNOLOGIES, LLC, IN THE AMOUNT OF $2,572,870.00 FOR THE PROJECT WORK; APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $2,572,870.00 FOR THE PROJECT WORK; AUTHORIZING TOTAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $2,572,870.00 FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DUTY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC, AND TO PAY INSITUFORM TECHNOLOGIES, LLC, AN AMOUNT NOT TO EXCEED $2,572,870.00 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 replacement and rehabilitation of San Antonio River Outfall (SARO) sewer infrastructure as part of its Capital Improvement Program; and

WHEREAS, the SARO Project includes the construction of approximately 5 miles of 48-inch sewer pipe and siphons which will replace aging sewer infrastructure which has already experienced several failures and this project extends from a point within the existing Salado Creek Transfer Station then generally west and north to the intersection of Henderson Court and Old Corpus Christi Road; and

WHEREAS, San Antonio River Outfall - Project 2A consists of rehabilitation of approximately 4,000 feet of 48-inch sewer pipe from a point near Southton Road running generally west into the Heritage Oaks neighborhood along Arkansas Oak and then north along Buescher Lane and Richie Otis Way before turning east and proceeding approximately 100 feet before ending at a point on Laura Lee Way within the McCreless Meadows neighborhood; and

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

WHEREAS, Insituform Technologies, LLC, a local, non-SMWB contractor, has submitted the bid in the amount of $2,572,870.00 for the project work and this bidder has been determined to be the lowest responsible bidder; and
WHEREAS, System funds in the amount of $2,572,870.00 are required for the project work; and

WHEREAS, the total amount of $2,572,870.00 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 Insituform Technologies, LLC, in the amount of $2,572,870.00 for the project work in connection with the San Antonio River Outfall – Project 2A, (ii) to award a construction contract to Insituform Technologies, LLC, in the amount $2,572,870.00 for the project work, (iii) to approve the expenditure of System funds in an amount of $2,572,870.00 for the project work, (iv) to approve a total expenditure and make available an amount not to exceed $2,572,870.00 from the System’s Project Fund for the project work, and (v) to authorize the System’s President/Chief Executive Officer or his duly appointed designee to execute a contract with Insituform Technologies, LLC, and to pay Insituform Technologies, LLC, an amount not to exceed $2,572,870.00 for the project work; now, therefore:

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

1. That the proposal of Insituform Technologies, LLC, in the amount of $2,572,870.00 for the project work in connection with the San Antonio River Outfall - Project 2A is hereby accepted.

2. That a construction contract in the amount of $2,572,870.00 for the project work is hereby awarded to Insituform Technologies, LLC.

3. That the expenditure of System funds in the amount of $2,572,870.00 for the project work is hereby authorized and approved.

4. That a total sum not to exceed $2,572,870.00 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 Insituform Technologies, LLC, for the project work and to pay an amount not to exceed $2,572,870.00 to Insituform Technologies, LLC, for the project work in connection with the San Antonio River Outfall – Project 2A.

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 4th day of October, 2016.

Berto Guerra, Jr., Chairman

ATTEST:

Ernesto Arrellano, Jr., Secretary
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 A PROFESSIONAL SERVICES CONTRACT FOR CONDITION AND RISK ASSESSMENT OF PRESSURIZED WATER PIPELINES

Board Action Date: October 4, 2016

SUMMARY AND RECOMMENDATION:

The attached resolution approves the contract between Pure Technologies U.S. Inc., a non-local, non-SMWB firm, and the San Antonio Water System (the “System”), and the resolution executes the agreement for an amount not to exceed $2,537,000.00 for the period of October 5, 2016 to December 31, 2019.

- The System has established a proactive “assess and address” program to reduce water loss, reduce the risk of water main failure due to potential structural deficiencies, and avoid full scale pipeline replacement projects in favor of small, targeted repair or replacement projects. In support of this program, the System desires to engage a professional services firm engineer specializing in the condition and risk assessment of pressurized water pipelines. The prime engineer must have the ability to self-perform all inspection services including analysis without the use of sub-contractors.

- The scope of work to be performed by the engineer will vary depending on the specific pipeline to be inspected whose variables may include: pipe diameter, material, total length, length between access points, flow, pressure, duration of available shutdowns, etc. Specific scope items related to these services may include the following:
  - Inspection Planning and Coordination
  - Inspection Site Preparations
  - Inspection Field Work (including leak and gas pocket detection, electromagnetic inspection, post inspection forensics, and post failure forensics)
  - Inspection Data Analysis
  - Structural Analysis
  - Remaining Useful Life Analysis
  - Risk Analysis (Consequence of Failure and Likelihood of Failure)

- Various methods of inspection will be employed including but not limited to the following:
  - In-line acoustic leak and gas pocket detection using tethered and untethered tools.
Approval of a Professional Services Contract
Condition and Risk Assessment of Pressurized Water Pipelines

- Structural pipe wall inspections using electromagnetic technologies to identify and locate areas of internal and external corrosion and broken steel bars and wire wraps within the pipe wall. The electromagnetic tools may be applied internally in a dewatered or fully flowing pipeline or externally depending on the specific pipeline conditions. The engineer will employ free swimming platforms, tethered robotic platforms or manned-entry platforms to accomplish the electromagnetic inspections. One platform must be capable of passage through small openings including inline butterfly valves. All platforms must be capable of capturing and recording video via CCTV.

- The primary pipe materials that will be inspected are pre-stressed concrete steel cylinder pipe (PCCP), ductile iron pipe (DIP), bar wrapped concrete cylinder pipe (BWP), reinforced concrete pipe (RCP), steel, cast iron pipe (CI), asbestos cement (AC), poly vinyl chloride (PVC), and high density polyethylene (HDPE).

- A final report, signed and sealed by a registered Professional Engineer, summarizing locations along the pipelines where leaks, air pockets, and other anomalies are detected will be delivered to the System’s Project Manager.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The item/services will be paid from System funds budgeted in the 2016 budget (Company: 1000, Accounting Unit: 5047500, Accounts: 511312, Estimated total 2016 amount $600,000.00.

The services will be paid from System funds budgeted in the 2017, 2018 and 2019 budgets, pursuant to and contingent upon Board approval of the 2017, 2018 and 2019 budgets with a line item for such expenditures. (Company: 1000, Accounting Unit: 5047500, Accounts: 511312, estimated total 2017 amount is $537,000.00, 2018 is $700,000.00 and 2019 is $700,000.00).

SUPPLEMENTARY COMMENTS:

The two firms that provided qualification statements for this project are listed below:

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<thead>
<tr>
<th>NAME OF FIRM</th>
<th>LOCAL/SMWB</th>
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</thead>
<tbody>
<tr>
<td>Ace Pipe Cleaning, Inc.</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Pure Technologies U.S., Inc.*</td>
<td>Non–Local/Non–SMWB</td>
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*Selected Firm
SMWB participation for the selected firm is 25 percent with include the following:

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<th>Condition and Risk Assessment of Pressurized Water Pipelines</th>
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<tr>
<td>PURE TECHNOLOGIES U.S., INC.</td>
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<td>SMWB ANALYSIS – BOARD AWARD</td>
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<td>SBE</td>
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<td>MBE–African American</td>
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<td>WBE–Minority</td>
</tr>
<tr>
<td>WBE–Non–Minority</td>
</tr>
<tr>
<td>SMWB Total</td>
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</table>

Sam Mills, P.E.
Director
Development

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Genoveva G. Gomez, P.E.
Vice President
Engineering and Construction
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN PURE TECHNOLOGIES U.S. INC. AND THE SAN ANTONIO WATER SYSTEM FOR THE PERIOD OF OCTOBER 5, 2016 THROUGH DECEMBER 31, 2019 TO ASSESS THE CONDITION OF PRESSURIZED WATER PIPELINES, IN AN AMOUNT NOT TO EXCEED $2,537,000.00; AUTHORIZING THE EXPENDITURE OF FUNDS FOR FISCAL YEAR 2016, 2017, 2018 AND 2019 PURSUANT TO AND CONTINGENT ON THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEE’S APPROVAL OF THE FISCAL YEAR 2017, 2018, 2019 AND 2019 BUDGETS WITH A LINE ITEM FOR SUCH EXPENDITURE; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE CONTRACT WITH PURE TECHNOLOGIES U.S. INC., AND TO PAY AN AMOUNT NOT TO EXCEED $2,537,000.00 TO PURE TECHNOLOGIES U.S. INC. PURSUANT TO THE CONTRACT; 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 proactive “assess and address” program to reduce water loss, reduce the risk of water main failure due to potential structural deficiencies, and avoid full scale pipeline replacement projects in favor of small, targeted repair or replacement projects; and

WHEREAS, in support of this program the System desires to engage a professional service firm engineer specializing in the condition and risk assessment of pressurized water pipelines; and

WHEREAS, the prime engineer must have the ability to self-perform all inspection services including analysis without the use of sub-contractors; and

WHEREAS, the scope of work to be performed by the engineer will vary depending on the specific pipeline to be inspected whose variables may include: pipe diameter, material, total length, length between access points, flow, pressure, duration of available shutdowns etc. Specific scope items related to these services may include the following:

o Inspection Planning and Coordination
o Inspection Site Preparations
o Inspection Field Work (including leak and gas pocket detection,
electromagnetic inspection, post inspection forensics, and post failure forensics)

- Inspection Data Analysis
- Structural Analysis
- Remaining Useful Life Analysis
- Risk Analysis (Consequence of Failure and Likelihood of Failure); and

**WHEREAS**, various methods of inspection will be employed including but not limited to the following:

- In-line acoustic leak and gas pocket detection using tethered and untethered tools.
- Structural pipe wall inspections using electromagnetic technologies to identify and locate areas of internal and external corrosion and broken steel bars and wire wraps within the pipe wall. The electromagnetic tools may be applied internally in a dewatered or fully flowing pipeline or externally depending on the specific pipeline conditions. The engineer will employ free swimming platforms, tethered robotic platforms or manned entry platforms to accomplish the electromagnetic inspections. One platform must be capable of passage through small openings including inline butterfly valves. All platforms must be capable of capturing and recording video via CCTV.
- The primary pipe materials that will be inspected are pre-stressed concrete steel cylinder pipe (PCCP), ductile iron pipe (DIP), bar wrapped concrete cylinder pipe (BWP), reinforced concrete pipe (RCP), steel, cast iron pipe (CI), asbestos cement (AC), poly vinyl chloride (PVC), and high density polyethylene (HDPE); and

**WHEREAS**, the System desires to authorize Pure Technologies U.S. Inc., a non-local, non-SMWB firm to conduct professional services for the condition and risk assessment of pressurized pipelines; and

**WHEREAS**, the System desires to authorize the expenditure for professional services to Pure Technologies U.S. Inc., in an amount not to exceed $2,537,000.00, for the condition and risk assessment of pressurized pipelines; and

**WHEREAS**, the amount not to exceed $2,537,000.00 is available from the Project Fund; and

**WHEREAS**, this contract is in the best interest of the customers of the System and all the citizens of San Antonio; and

**WHEREAS**, the San Antonio Water System Board of Trustees desires (i) to approve a contract between the San Antonio Water System and Pure Technologies U.S. Inc., for the period of October 5, 2016 to December 31, 2019, in an amount not to exceed $2,537,000, (ii) to authorize the expenditure of funds in an amount not to exceed $2,537,000 for Fiscal Year 2016, 2017, 2018 and 2019 pursuant to and contingent on the San Antonio Water System Board of Trustees approval of the Fiscal Year 2017, 2018 and 2019 budgets with a line item for such
expenditure, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute the contract with Pure Technologies U.S. Inc., and to pay an amount not to exceed $2,537,000 to Pure Technologies U.S. Inc.; now, therefore:

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

1. That the contract between the System and Pure Technologies U.S. Inc., covering the period from October 5, 2016 to December 31, 2019, in an amount not to exceed $2,537,000.00, is hereby approved.

2. That the expenditure of funds in an amount not to exceed $2,537,000.00, for Fiscal Year 2016, 2017, 2018, and 2019 is hereby authorized, pursuant to and contingent on the San Antonio Water System Board of Trustees approval of the Fiscal Year 2017, 2018, and 2019 budget with a line item for such expenditure.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the subject contract between the System and Pure Technologies U.S. Inc. and to pay an amount not to exceed $2,537,000.00, to Pure Technologies U.S. Inc., pursuant to the contract.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and the published 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. This resolution becomes effective immediately upon its passage.

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 4th day of October, 2016.

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Berto Guerra, Jr., Chairman

ATTEST:

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Ernesto Arrellano, Jr., Secretary