AGENDA

MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
January 10, 2017, 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 November 1, 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 I, 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 – 26

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 The Anchor Group, Inc. to provide: all labor, materials, equipment and supervision to make repairs, adjustments to fencing and install new fencing to Artesia facility, Bid No. 16-16080C, for a total of $52,964.50.

2. Approving a one-time sole source purchase from Kapsch TrafficCom USA, Inc. to provide: installation and configuration of DYNAC Enterprise Server for SCADA system upgrade, Bid No. 16-16123, for a total of $383,039.00.

3. Approving a one-time purchase from Door Control Services, Inc. to provide: purchase and installation of optical turnstile access barrier system, Bid No. 16-16106A, for a total of $83,400.00.

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

1. Acceptance of the bid of Waste Management to provide: annual contract for garbage disposal service, Bid No. 16-0332A, for a total of $236,934.78.

2. Acceptance of the bid of HD Supply Waterworks, Ltd. to provide: annual contract for water meters, Bid No. 16-0036, Items 1, 2, 7, 8, 9 & 10, for a total of $1,401,795.85.

3. Acceptance of the bid of Badger Meter, Inc. to provide: annual contract for water meters, Bid No. 16-0036, Items 3, 4 & 6, for a total of $300,056.00.

4. Acceptance of the bid of Mueller Systems, LLC to provide: annual contract for water meters, Bid No. 16-0036, Item 5, for a total of $553,500.00.

5. Acceptance of the bid of Service Mechanical Group, Ltd. to provide: annual contract for centrifugal chiller service program, Bid No. 16-0292, for a total of $398,250.00.

6. Acceptance of the bid of Cleaver Brooks Sales & Service, Inc. to provide: annual contract for maintenance and inspection of boilers at Dos Rios Water Recycling Center, Bid No. 16-0181, for a total of $137,180.00.
7. Acceptance of the best value bids of Red Wing Brands of America, Gil’s Boots, Inc., and Safety Shoe Distributor, LLP to provide: annual contracts for safety shoes and boots service, Bid No. 16-0191, for a total amount budgeted for three vendors of $168,000.00.

8. Acceptance of the bid of Odessa Pumps to provide: annual contract for hydromatic parts and service for wastewater facilities, Bid No. 16-4073, for a total of $306,117.89.

9. Acceptance of the bid of Salt Exchange, Inc. to provide: annual contract for NSF 60 certified bulk salt to be used for onsite sodium hypochlorite generators, Bid No. 16-16084A, for a total of $106,062.00.

10. Acceptance of the bid of Calgon Carbon Corporation to provide: annual contract for granular activated carbon media for removal of disinfection byproducts precursor material, Bid No. 16-16129, for a total of $133,200.00.

11. Acceptance of the best value bid of American Facility Services, Inc. to provide: annual contract for janitorial services for headquarters, Bid No. 16-6032, for a total of $188,460.00.

12. Acceptance of the best value bid of Itron, Inc. to provide: contract for handheld meter reading system (hardware and software technology), Bid No. 16-16120, for a total of $202,077.00.

13. Acceptance of the bid of Fisher Scientific to provide: annual contract for laboratory chemicals and various supplies, Bid No. 16-0639, for a total of $464,149.01.

14. Acceptance of the bid of Alpha Omega Wireless, Inc. to provide: annual contract for outdoor wireless service maintenance and repair parts, Bid No. 16-1315A, for a total of $241,600.00.

CAPITAL IMPROVEMENT CONTRACTS
PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY
Developer Customer Contracts

7. 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>
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<td>O’Reilly Auto Parts Tract</td>
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<td>2</td>
<td>River Rock Ranch Tract</td>
<td>Green Land Ventures, LTD</td>
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<td>119</td>
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<td>CoSA ETJ</td>
<td>EARZ</td>
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<td>OUT</td>
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<td>3</td>
<td>Rentz Dietz Elkhorn Tract</td>
<td>Gerald W. Retz, Jr. and Lisa Rentz</td>
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<td>22</td>
<td>22</td>
<td>Outside</td>
<td>EARZ</td>
<td>CCN</td>
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<td>Mansions at La Cantera Apartments Tract</td>
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<td>CoSA</td>
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<td>IFC</td>
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<tr>
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<td>NWC Bulverde</td>
<td>Oden Hughes, LLC</td>
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<td>EARZ</td>
<td>OVR</td>
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**Totals**: 152.36  1,885  1,651

**Water and Sewer Line Improvements**

8. A Resolution awarding a construction contract to D. Guerra Construction, LLC in an amount of $716,084.20 in connection with the Joint Base San Antonio: Fort Sam Houston Project. (GENOVEVA GOMEZ – KATHLEEN PRICE)

**Production, Transmission and Treatment Improvements**

9. A Resolution approving Change Order No. 9 in the amount not to exceed $363,096.10 payable to MGC Contractors, Inc. in connection with the Water Production Facilities Disinfection Systems Upgrades Project. (GENOVEVA GOMEZ – MICHAEL MYERS)

**REPLACEMENT AND ADJUSTMENT PROJECTS**

**Governmental Relocations and Replacements**

10. A Resolution approving the expenditure of funds in the amount of $281,500.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2017 Asphalt Overlay Task Order Contract – Package 1. (GENOVEVA GOMEZ – KATHLEEN PRICE)

11. A Resolution approving the expenditure of funds in the amount of $98,500.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2017 Asphalt Overlay Task Order Contract – Package 2. (GENOVEVA GOMEZ – KATHLEEN PRICE)

12. A Resolution approving the expenditure of funds in the amount of $281,500.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2017 Asphalt Overlay Task Order Contract – Package 3. (GENOVEVA GOMEZ – KATHLEEN PRICE)
13. A Resolution approving the expenditure of funds in the amount of $1,161,771.33 for the adjustment and replacement of water and sewer facilities by the City of San Antonio in connection with the Downtown Streets Reconstruction: Main, San Pedro, and Navarro Project. (GENOVEVA GOMEZ – KATHLEEN PRICE)

14. A Resolution approving an Advance Funding Agreement with Texas Department of Transportation; authorizing the expenditure of funds in the amount not to exceed $20,420.54 for the removal, handling and disposal of asbestos cement pipe by Texas Department of Transportation in connection with the US 281: Loop 1604 to Stone Oak Parkway Project. (GENOVEVA GOMEZ – KATHLEEN PRICE)  

WATER RESOURCES PROJECTS

15. A Resolution awarding a service contract to Weisinger Incorporated in an amount of $122,000.00 in connection with the Vista Ridge Integration Project, Water Collection Services. (GENOVEVA GOMEZ – ANDREA BEYMER)  

EASEMENT AND REAL PROPERTY

16. A Resolution approving the purchase agreement in the amount of $1,490,000.00 with F. John Ackermann and Patricia E. Ackermann, for the purchase by the City of San Antonio, acting by and through the San Antonio Water System, of a 36 acre tract of land located in the northeast quadrant of Bexar County near the intersection of Judson Road and Loop 1604 inside the city limits of San Antonio, intended for the proposed Northeast Operations Center Project; authorizing the acquisition of the property in accordance with the terms of the purchase agreement; authorizing the expenditure of funds from the Project Fund in a total amount not to exceed $1,501,000.00 for the acquisition of the property and related closing and title insurance costs. (NANCY BELINSKY – BRUCE HABY)

17. A Resolution approving the acquisition of two temporary sewer line easements from Averitt Properties, Inc., a Tennessee corporation, being approximately 0.99 acres in the aggregate and located between Benz-Ingleman Road and Seguin Road, in the northeast quadrant of Bexar County, Texas, in connection with the E-19 Segment 1: Seguin Road to Nacogdoches Road Project in a total amount not to exceed $114,000.00. (NANCY BELINSKY – BRUCE HABY)  

WATER RESOURCES ITEMS


MISCELLANEOUS ITEMS

19. A Resolution ratifying the actions of the Vice President of Production and Treatment in awarding a services contract to Cleaver Brooks in an amount not to exceed $110,926.90 in connection with the emergency repair of Dos Rios Water Recycling Center Digester Boilers No. 1 and No. 2. (JEFF HABY – PARVIZ CHAVOL)
20. A Resolution approving Contract Amendment No. 1 in an amount not to exceed $7,649.00 payable to CFZ Group, LLC in connection with the Central Cooling Plant Improvements Project. (JEFF HABY – DANIEL MYERS)

21. A Resolution authorizing expenditures in the amount not to exceed $54,450.00 for software subscription and maintenance agreements with B2GNow/AskReply, Inc. for the LCPtracker software. (DOUG EVANSON – SREE PULAPAKA)

22. A Resolution approving an extension of a contract with various temporary employment agencies in an amount not to exceed $2,276,320.00 for the period of January 1, 2017 through December 31, 2017 in connection with temporary employment services for Information Systems related positions. (DOUG EVANSON – SREE PULAPAKA)

23. A Resolution approving an Interlocal Agreement between the Yancey Water Supply Corporation and the San Antonio Water System to provide meter reading provision services. (MARY BAILEY)

24. A Resolution approving an agreement with the City of San Antonio Department of Human Services for the management of Project Agua funds and assistance with Affordability Discount Programs (ADP) for calendar years 2017 through 2021; authorizing the expenditures of all current Project Agua funds, as payment assistance to the certification of eligible ratepayers, and assistance in qualifying of ratepayers for ADP assistance. (GAVINO RAMOS)

25. A Resolution authorizing the President/Chief Executive Officer to administratively approve in calendar year 2017 additional expenditures in an amount not to exceed $25,000.00 in the aggregate for each contract or agreement previously approved by the San Antonio Water System Board of Trustees for a total amount not to exceed $100,000.00. (NANCY BELINSKY – PHILIP CAMPOS)

26. A Resolution awarding professional services contracts to The Browns Consulting and The Offices of Marc A. Rodriguez for the period beginning January 10, 2017 through December 31, 2018 and to Texas Solutions Group for the period beginning January 10, 2017 through June 10, 2017 for a total amount not to exceed $364,800.00 in connection with the State Legislative & Executive Initiatives Program. (DONOVAN BURTON)

ITEMS FOR INDIVIDUAL CONSIDERATION


28. A Resolution appointing new members to the Community Conservation Committee for a two-year term expiring December 31, 2018, reappointing returning members for a term expiring December 31, 2018, and appointing the Chairperson to the Community Conservation Committee for a one-year term expiring December 31, 2017. (DONOVAN BURTON – KAREN GUZ)
CAPITAL IMPROVEMENT CONTRACTS
PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY
Production, Transmission and Treatment Improvements

29. A Resolution award of a construction contract to Pesado Construction Company in the amount not to exceed $1,044,940.00 in connection with the WRIP Interconnect to Somerset Pump Station Project. (GENOVEVA GOMEZ – MICHAEL MYERS)

REPLACEMENT AND ADJUSTMENT PROJECTS
Governmental Relocations and Replacements

30. A Resolution approving an Interlocal Agreement with San Antonio River Authority; authorizing the expenditure of funds in the amount not to exceed $3,994,958.69 for the adjustments and replacements of water and sewer facilities by San Antonio River Authority in connection with the San Pedro Creek Improvements Phase I Project. (GENOVEVA GOMEZ – KATHLEEN PRICE)

31. A Resolution approving an Interlocal Agreement and an Advance Funding Agreement with Texas Department of Transportation; authorizing the expenditure of funds in the amount not to exceed $4,170,981.05 for the adjustment of water and sewer facilities by Texas Department of Transportation in connection with the US 281: Loop 1604 to Stone Oak Parkway Project. (GENOVEVA GOMEZ – KATHLEEN PRICE)

32. BRIEFING SESSION.
A. Briefing and deliberation regarding the 2017 State Legislative Agenda
B. Briefing and deliberation regarding the Water Management Plan
C. Briefing and deliberation regarding the Vista Ridge Project
D. Briefing and deliberation regarding the Citizens Advisory Panel Benchmarking: SAWS Regional Carrizo Project
E. Briefing and deliberation regarding the Quarterly Report for the Sanitary Sewer Overflow Reduction Program

33. President/Chief Executive Officer’s Report.
A. SAWS 2016 Accomplishments
B. Field Repair Technology
34. Inquiries of the Board of Trustees for future briefings and/or follow-up action.

35. The Regular Session of the January 10, 2017, 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.

36. EXECUTIVE SESSION.
   A. Deliberations regarding Security Devices or Security Audits pursuant to Tex. Gov’t Code Section §551.076.
   B. Consultation with attorneys regarding legal matters in connection with the award of a construction contract for the CO-00084: Dos Rios Water Recycling Center Electrical Improvements Phase I Project.

37. The Regular Session of the Regular Board Meeting of January 10, 2017, is hereby reconvened.

38. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF JANUARY 10, 2017, IS HEREBY ADJOURNED.
MEETING OF THE
SAN ANTONIO WATER SYSTEM
BOARD OF TRUSTEES
November 1, 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 November 1, 2016, and called to order at 9:20 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.

   Chairman Guerra stated Items 6.B.5 and 20 had been pulled and no action will be taken on these items.

3. Minutes.
   A. Approval of the Minutes of the San Antonio Water System Board of Trustees Regular Board Meeting of September 13, 2016.
Chairman Guerra asked if there were any corrections to the minutes. Hearing none, he stated the minutes were approved as presented.

Chairman Guerra stated Item 4 would be heard after Item 23, the President/Chief Executive Officer’s Report.

5. Public Comment.

Karen Weehler stated she was a SAWS ratepayer and lived in District 7. She commented on the Vista Ridge pipeline and her concerns regarding the amount of water available from the Carrizo Wilcox. She discussed the importance to preplan for low impact development, and to use the city as a catchment area to reduce the need for potable water.

Jim Smyle stated he was on the Board of Greater Edwards Aquifer Alliance. He asked the Board to not delegate the decision of financial close for the Vista Ridge project, and to review the terms of the contract to ensure that each of the conditions had been fully met. He commented on his concerns that the softening of the terms of the contract would potentially undermine the long-term viability of the project. He asked the Board to reject the amendments to the contract.

Ellen Burky stated she lived in District 1. She commented on the amendments to the Vista Ridge Pipeline contract with the change from Abengoa to Garney, and to allow Garney to sell the operating and maintenance portion of the contract. She expressed her concerns about the amount of easements to the right-of-way that had been secured for the project.

Alice Canestaro-Garcia stated she lived in District 1 and was a member of Mi Aqua-Mi Vida and San Antonio Progressive Alliance. She commented on the Vista Ridge pipeline, and asked SAWS to promote water security through rainwater harvesting. She stated that sufficient time was needed for financial close as originally stated in the contract.

Garret Brandt stated he resided at 15719 Ponderosa Pass, Helotes, and he had a billing issue for his SAWS account that was unresolved. He stated he was available to meet with the Board and requested the Board's help to resolve the billing issue.

Devon Churillo stated he did not intend to speak.

Wendell Fuqua stated he lived in District 1, and he was co-chair of the Conservation Committee of the local Sierra Club. He commented on the risk and uncertainty of the Vista Ridge Project. He discussed the financial risks and the uncertainty of the water controlled by the Post Oak Savannah Water Conservation District.

Meredith McGuire stated she was the co-chair of the Sierra Club Conservation Committee and active in the Mi Agua-Mi Vida coalition. She commented on the financial close for the Vista Ridge Project before the May deadline, and the use of a public/private venture to prevent public awareness and transparency. She discussed an integrated water management plan that set both rainwater and stormwater projects as the sources of new water to become more water efficiency and resilient in the face of climate change.

David Klar commented on SAWS ratepayers’ ability to conserve water. He discussed the
modification and adjustments to the Vista Ridge contract that changed the original contract. He stated that SAWS needed to get out of the Vista Ridge contract.

Terry Burns stated he was a retired physician and chair of the Alamo Sierra Club. He urged the Board to reject the proposal to delegate approval of the Vista Ridge pipeline project. He discussed the amendments to the original Water Transmission and Purchase Agreement, and stated the disclosure of risk had not been provided.

**CONSENT AGENDA ITEMS**

**Items 6 – 18**

**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 sole source purchase from Xylem Water Solutions to provide: purchase of Flygt Submersible pump repairs for the Dos Rios Water Recycling Center, Bid No. 16-16104, for a total of $63,287.30.

2. Approving a one-time purchase from Bull’s Eye Services, LLC to provide: purchase of well plugging services, Bid No. 16-16073, for a total of $322,719.76.

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 additional funding to an existing contract with Pencco, Inc. to provide: annual contract for aqueous solution of ferrous sulfate, FeSO4, Bid No. 15-10711, for a total of $358,000.00.

2. Acceptance of the sole source bid of Presstek, LLC to provide: purchase of PressTek 34DI-X four color digital press and annual maintenance, Bid No. 16-16119, for a total of $229,500.00.

3. Acceptance of the bid of Eads Distribution to provide: annual contract for cartridge filters for reverse osmosis membranes, Bid No. 16-16064, for a total of $98,736.00.

4. Acceptance of the bid of Barco Pump to provide: annual contract for a temporary booster pump rental for Salado Pump Station, Bid No. 16-16102, for a total of $86,450.10.

Item 6.B.5 had been pulled, and no action was be taken on this item.

5. Acceptance of the bid of Salt Exchange, Inc. to provide: annual contract for purchase and delivery of bulk salt, Bid No. 16-16084, for a total of $106,356.80.
6. Acceptance of the bid of Southwest Companies, Ltd. dba Southwest Wheel to provide: annual contract for truck and trailer repair parts and service, Bid No. 16-0226, for a total of $83,653.34.

7. Acceptance of the bid of Abacus Computers, Inc. to provide: annual contract for Panasonic toughpads and warranty, DIR-TSO-2520, Bid No. 16-16089, for a total of $369,780.00.

CAPITAL IMPROVEMENT CONTRACTS
PROJECTS INVOLVING IMPROVEMENTS, EXTENSIONS AND ADDITIONAL CAPACITY

Developer Customer Contracts

7. 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)

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<th>No.</th>
<th>Tract Name</th>
<th>Developer</th>
<th>Acres</th>
<th>W EDUs</th>
<th>WW EDUs</th>
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Totals: 14.47 100

Water and Sewer Line Improvements

8. A Resolution approving Change Order Nos. 7 & 8 in an amount not to exceed $327,014.90 to the construction contract with Spiess Construction Co., Inc. in connection with the C5 Culebra – Castroville to Laredo and C28 Zarzamora Creek – San Gabriel to NW 23 Street – Phase 1A Project. Total expenditures: $327,014.90. (GENOVEVA GOMEZ – KATHLEEN PRICE)

REPLACEMENT AND ADJUSTMENT PROJECTS

Governmental Relocations and Replacements

9. A Resolution approving the expenditure of funds in the amount of $108,000.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2016-2017 Asphalt Overlay Task Order Contract – Package 8. Total expenditures: $108,000.00. (GENOVEVA GOMEZ – KATHLEEN PRICE)

10. A Resolution approving the expenditure of funds in the amount of $132,599.03 for the adjustment of water facilities by the City of San Antonio in connection with the School Pedestrian Infrastructure Improvements Project. Total expenditures: $132,599.03. (GENOVEVA GOMEZ – KATHLEEN PRICE)

11. A Resolution approving an Interlocal Agreement with Texas Department of Transportation; approving the reimbursement of expenditures in the amount of $1,508,212.80 for the construction of water and sewer facility adjustments by Texas
Department of Transportation in connection with the IH 410 at US 90 Direct Connectors – Marbach Project. Total reimbursed amount: $1,508,212.80. (GENOVEVA GOMEZ – KATHLEEN PRICE)

MISCELLANEOUS ITEMS

12. A Resolution awarding a construction contract to Blastco Texas, Inc. in the amount not to exceed $2,338,500.00 in connection with the IH 10 Ground Storage Tank Painting and Rehabilitation Project. Total expenditures: $2,338,500.00. (GENOVEVA GOMEZ – ASHOK KAJI)

13. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,904,205.00 in connection with the 2016 Annual Sanitary Sewer Manhole Adjustment, Rehabilitation and Replacement Construction Contract, Package 3. Total expenditures: $1,904,205.00. (JEFF HABY – TAMSEN MCNARIE)

14. A Resolution awarding a construction contract to Facilities Rehabilitation, Inc. in an amount not to exceed $1,379,150.00 in connection with the 2016 Annual Sanitary Sewer Manhole Adjustment, Rehabilitation and Replacement Construction Contract, Package 4. Total expenditures: $1,379,150.00. (JEFF HABY – TAMSEN MCNARIE)

15. A Resolution approving an extension to a construction contract with RCO Construction, LLC in an amount not to exceed $559,035.00 in connection with the 2015 Annual Concrete Placement Work Order Construction Contract – Package 1. Total expenditures: $559,035.00. (MICHAEL BRINKMANN – ALISSA LOCKETT)

16. A Resolution approving an extension to a construction contract with RCO Construction, LLC, in an amount not to exceed $568,135.00 in connection with the 2015 Annual Concrete Placement Work Order Construction Contract – Package 2. Total expenditures: $568,135.00. (MICHAEL BRINKMANN – ALISSA LOCKETT)

17. A Resolution awarding a professional services contract to Public Financial Management, Inc. and Estrada Hinojosa & Company, Inc. to serve as Co-Financial Advisors to the System for a five-year term. (DOUG EVANSON – PHYLLIS GARCIA)

18. A Resolution approving settlement of the lawsuit of Southwestern Bell Telephone Company d/b/a AT&T Texas against the San Antonio Water System; approving the System’s financial obligation under the settlement; authorizing expenditures in the total amount of $67,500.00 from the System Fund for purposes of the settlement; authorizing the President/Chief Executive Officer and the System’s legal counsel to execute the settlement agreement and to pay $67,500.00 to Southwestern Bell Telephone Company d/b/a AT&T Texas and its attorneys, for the System’s obligations under the terms of the settlement agreement. Total expenditures: $67,500.00. (NANCY BELINSKY)

Chairman Guerra noted that item 6.B.5 was pulled and Item 18 was being pulled for recusal purposes. Chairman Guerra 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 – 18, except for items 6.B.5 and 18. Mr. Arrellano seconded the motion.

Consent Agenda Items, Nos. 6 – 18 except for items 6.B.5 and 18, were unanimously approved. Verbal voting. Mayor Taylor was not present for the vote.

ITEMS FOR INDIVIDUAL CONSIDERATION

CAPITAL IMPROVEMENT CONTRACTS

PROJECTS INVOLVING IMPROVEMENTS,
EXTENSIONS AND ADDITIONAL CAPACITY

Water and Sewer Line Improvements

19. A Resolution awarding a construction contract to BRH-Garver Construction, LP in an amount not to exceed $14,401,477.70 in connection with the W31: IH-10 Boerne Stage to Old Fredericksburg Sanitary Sewer Project. Total expenditures: $14,401,477.70. (GENOVEVA GOMEZ – KATHLEEN PRICE)

Steve Clouse reviewed the progress made with the Consent Decree for sanitary sewer overflows (SSO) with the Environmental Protection Agency (EPA). Staff was at the point of finishing the assessment phase and almost complete with the inspection of the overall system. He discussed some of the projects that were recently awarded as part of the program, the Donaldson and E19 projects. One of the agenda items was another project for the Board’s consideration that was part of the Consent Decree, the W31 project.

He discussed the planned improvements to the Dos Rios Water Recycling Center (WRC). While some processes have been added to Dos Rios WRC over time, much of the original equipment from 1987 remains in service today. The employees had done a great job keeping those original systems operational. The item for improvements to the electrical system was delayed until December to allow for more evaluation before the contract was awarded. The project would be the first of four phases of electrical improvements. In total, those improvements would cost approximately $63 million and would take almost ten years to complete. Another item for the Dos Rios WRC was the expansion and replacement of some of the sludge handling systems. He discussed the importance to keep the sludge quality high to allow the accomplished product to be sold commercially.

Lee Perry presented Item 19, the W31: IH 10 Boerne Stage to Fredericksburg Sanitary Sewer Project. The project was part of the Consent Decree to be completed by July 2019. The project would eliminate lift stations and force mains that were undersized and lacked capacity during rainfall events. The project would also eliminate one of the most problematic lift stations, the Falcon Lift Station. During rainfall events, the lift station was manned 24/7 with bypass operations to keep the lift station operating.

He reviewed the project location over the Edwards Aquifer contributing zone, and stated there was rapid growth in the area served by this lift station. Staff coordinated with TxDOT and area businesses regarding the project. The project would construct 3.6 miles of 33-inch, 36-inch, and 42-inch sewer main. The project would eliminate two lift stations, Falcon and
Woodland Hills, and abandon approximately three miles of force main. The construction method would be open cut and bore, and the construction duration was 18 months.

Four bids were received. The low bid was BRH Garver Construction, LP with a bid of $14.4 million, and the bid was 24 percent lower than the engineer’s estimate of $19 million. BRH Garver Construction, LP was a non-local/non-SMWB firm, and the total SMWB participation was 17 percent. The design engineer was CAS Consulting Engineers. SAWS would inspect the work.

Staff recommended the award of a construction contract to BRH Garver Construction, LP, and approval of funds in the amount of $14,401,477.70. He stated BRH Garver Construction, LP had done work for SAWS in the past, and just recently completed a large diameter sewer project very similar to this project.

Mr. Rowe made a motion to approve Item 19. Ms. Jasso seconded the motion.

Ms. Merritt inquired about the elimination of the Falcon and Woodland Hills lift stations. Mr. Perry responded the lift stations lacked capacity for the current development in the area and also the expected future development. The gravity main would be installed in place of the lift stations. Mr. Clouse commented about the use of lift stations and the desire to move away from lift stations. He recognized the importance of eliminating a critical lift station such as the Falcon lift station.

Mr. Rowe asked if there was something that could be done now that could not be done back when it was originally designed. Mr. Clouse replied the lift station was originally put in about 1985. It was never intended to handle the growth seen around Leon Springs. At the time, it was cheaper to put in a lift station than to build the gravity pipeline. The growth that has occurred allows the financial step to put in the big pipeline.

After no further discussion, Item 19 was unanimously approved. Electronic voting. Mayor Taylor was not present for the vote.

Production, Transmission and Treatment Improvements

20. A Resolution awarding a construction contract to Alterman, Inc. in the amount not to exceed $13,322,100.00 in connection with the Dos Rios Water Recycling Center Electrical System Improvements – Phase 1 Project; authorizing additional expenditures in an amount not to exceed $197,295.00 to CP&Y, Inc. for construction phase services in connection with the project work. Total expenditures: $13,519,395.00. (GENOVEVA GOMEZ – ASHOK KAJI)

Chairman Guerra stated Item 20 had been pulled, and no action would be taken on this item.

21. A Resolution awarding a construction contract to Archer Western Contractors, LLC in an amount not to exceed $3,135,237.60 in connection with the Dos Rios Water Recycling Center Sludge Blending Facilities Expansion Project. Total expenditures: $3,135,237.60. (JEFF HABY – PARVIZ CHAVOL)

Marty Jones presented Item 21, the Dos Rios Water Recycling Center Sludge Blending Facilities Expansion Project. The project would expand the current sludge blend facility to
provide extra sludge blending capacity. The improvements would help improve efficiency at both digesters and at the thickening facility.

He discuss the sludge blending and thickening process. Sludge was a solid that was removed from the wastewater. As wastewater enters the plant, it was slowed down enough so the suspended solids would settle to the bottom of the basins. Depending on where the sludge was removed within the plant, it would vary in consistency. There was approximately 150,000 to 160,000 tons of sludge remaining on an annual basis. Roughly half of this remaining sludge was slated for beneficial use like composting, but the remainder was currently going to the landfill.

Prior to 2002, sludge was processed at each of the four water recycling centers. SAWS made the decision to consolidate the sludge processing all at Dos Rios WRC. In 2006, this consolidation effort was complete, and the sludge processing at Medio Creek, Leon Creek, and Salado Creek WRC was eliminated. As a result, sludge production at Dos Rios WRC increased by 130 percent. A few minor changes were made at the thickening facility to accommodate this extra flow, but the blending facility remained as it was originally constructed in 1996. He reviewed an aerial photo of the existing facility. Some of the operational challenges included the inability to adequately mix and blend sludge, to adequately remove water, and to efficiently digest the sludge.

He gave a quick overview of the planned improvements to address those operational challenges. A new 150,000 gallon stainless steel sludge blending tank with properly-sized mixed pumps would be added to ensure complete mixing of all the sludge before processing. The existing sludge blend tank would be converted to a sludge storage tank to intercept the flow from the other plants. The additional tank would also provide some redundancy for maintenance. A new pump station would be added to transfer the blended sludge from the new tank to the existing thickening equipment. The new pumps would provide the operators complete control of the sludge flow, which would improve the blending process. A side benefit of the improved digester efficiency expected from this project was better quality gas for Ameresco, which translates into better gas royalties for SAWS.

Bids were opened on September 29, and there were four bidders. Archer Western Construction was the low bidder at $3.135 million. The low bid was approximately 1.8 percent above the engineer's estimate of $3.08 million. Total SMWB participation for Archer Western was 9.93 percent. Arcadis was the design consultant. SAWS would provide all the inspections for the construction project. The allowable number of construction days for the project was 240 days. Staff recommended the award of a construction contract to Archer Western Construction, and approval of funds in the amount of $3,135,237.60 for the construction contract.

Ms. Jasso made a motion to approve Item 21. Mr. Rowe seconded the motion.

Chairman Guerra asked if the sludge was transferred by a pipeline to Dos Rios from the other plants. Mr. Jones replied the sludge was removed from the waste stream at Medio Creek and put back into the waste stream to transfer by pipeline to Leon Creek. At Leon Creek, the sludge was removed and stored in a storage tank. The sludge was pumped around the clock to Dos Rios at a flow rate of approximately 400 gallons a minute. The sludge as combined with the sludge removed from Dos Rios and processed at Dos Rios.
Mr. Rowe asked about the percentage of water in the sludge flowing from Leon Creek. Mr. Jones responded the sludge coming from Leon Creek was probably about one-and-a-half percent of solid, which was pretty watery. The sludge was mixed pretty well at Leon Creek. The sludge solids percent ranged from about three percent, maybe three-and-a-half percent ahead of the plant to about as much as half a percent solids at the back of the plant.

Ms. Merritt inquired about how the process was monitored. Mr. Jones replied that samples of sludge were taken at all stages before the thickening process, and the digesters stabilized the sludge to remove the offensive odors before hauling. The process was pretty slow. The sludge was actually held in the digesters for 20-plus days.

Chairman Guerra thanked Mr. Jones for a well done first presentation, and for making sludge interesting.

After no further discussion, Item 21 was unanimously approved. Electronic voting. Mayor Taylor and Mr. Arrellano were not present for the vote.

22. **BRIEFING SESSION.**

   **A. Briefing and deliberation regarding Quarterly Financial and Investment Reports**

Phyllis Garcia presented the quarterly investment report as required by the Public Funds Investment Act. At the end of the quarter on September 30, SAWS portfolio was up from the previous quarter to $745 million, primarily due to the investment of cash on hand and operating revenues. Investment earnings for the quarter was $967,000.00, and the overall portfolio yield was 0.55 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. The portfolio was invested in a diverse number of issuers totaling eight in all, which was one of the requirements of the portfolio with no more than 29 percent invested in any one issuer.

The benchmark for the portfolio was a six-month and one-year treasury. As of the end of September, the portfolio was favorable to the six-month treasury, but unfavorable to the one-year treasury. The treasury rates were set at a particular point in time, while the SAWS portfolio was based on the total portfolio holdings, which would not change rapidly as the Treasury benchmark. SAWS portfolio reacted much slower to changes and interest rates, which was favorable in a declining interest rate environment but unfavorable in a rising interest rate environment. The six-month treasury increased eight basis points throughout the quarter, while the one-year treasury increased 13 basis points, and SAWS portfolio increased three basis points.

She reviewed the short to intermediate yield curve, which were near historic lows. The Fed was meeting that day and the next, but she did not anticipate any action to be taken. As required by the SAWS Investment Policy, the deposits of the banks were all collateralized as of the end of September. SAWS continued to utilize earning credits for deposits at the general depository bank to offset bank fees. The earning credit rate was 0.55 basis points.

Overall, SAWS Investment Portfolio was in compliance with the SAW Investment Policy.
All transactions were done in accordance with the SAWS investment strategies, and the portfolio was invested for its objectives in order of priority: legality, safety, liquidity, diversification, and finally, yield.

Mary Bailey reviewed the financial results through September 30. Overall, the financial results for the first nine months had been very strong despite the above normal rainfall. Operating revenues were slightly favorable to budget. This, combined with the favorable operating and debt service expenses, resulted in an increase in net position or equity before capital contributions of $61.3 million or $31.1 million more than budget for that period. Budgeting for water usage in 2016 was much more conservative and this turned out to be quite prudent. Rainfall for the year was 50 percent higher than normal; however, billed usage was only slightly below budget. While water revenues were a little below budget through September 30, a higher than average period had resulted in wastewater revenue exceeding the budget for the first time. Operating expenses before depreciation were $5.7 million or two-and-a-half percent favorable to budget, largely due to the timing difference in certain services. Operating expenses before depreciation were $13.9 million more than this time last year, and the primary reasons were due to an increase in salary and benefits, maintenance expenses, and payments made for water particularly related to the Trinity Aquifer. Interest and debt related expenses were also favorable to budget at $11.5 million, due in part to savings achieved by the debt that was refinanced earlier in year as well as the timing of planned debt issuing earlier in the year. Impact fees and developer contributions of infrastructure continued to be very strong through the first nine months of the year and were greater than that this time last year.

SAWS financial position continued to be very strong and showed improvement year over year. The increase in net position or equity of $212 million over the last 12 months was certainly an indication of this improvement. Restricted investments decreased $198 million for the last 12 months due to spending on capital program projects. Outstanding debt actually decreased $59 million over the last 12 months due to minimal issuance of debt as well as a decrease related to the payments of the annual debt service. However, outstanding debt would increase in October as result of the issuance of $305 million of debt, of which $141 million was new money. Both unrestricted investments and unrestricted equity increased during the last 12 months. Increases in unrestricted funds were generally used to cash fund capital projects in order to minimize debt issues and keep rates low.

While cash provided from operations for the first nine months had been very strong, total cash investments actually decreased $7.5 million. Capital expenditures for the first nine months of the year totaled $246 million, which was more than 30 percent greater than this time last year. Approximately 40 percent of that funding had gone to non-debt related resources such as R&R funds and impact fees.

All financial ratios as of the end of September improved since the end of last year. Total debt coverage was 1.68 times. This was a significant improvement from the end of 2015, and was very close to the desired target of 1.7 to 1.75 times. Days cash on hand was also significantly improved, primarily as a result of using restricted assets funds to fund capital expenditures.

At this point in the meeting, an Executive Session was held. The time was 10:40 a.m.
25. The Regular Session of the November 1, 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.

26. 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).
   B. Deliberations regarding Security Devices or Security Audits pursuant to Tex. Gov’t Code Section §551.076.

27. The Regular Session of the Regular Board Meeting of November 1, 2016, is hereby reconvened.

The meeting reconvened at 11:54 a.m. The Chairman stated that no decisions were made in Executive Session.

Chairman Guerra stated he would move to Item 18. Chairman Guerra and Ms. Jasso recused themselves from any discussion or vote on the Item. Chairman Guerra turned the meeting over to Mr. Rowe. Chairman Guerra and Ms. Jasso left the Board Room.

18. A Resolution approving settlement of the lawsuit of Southwestern Bell Telephone Company d/b/a AT&T Texas against the San Antonio Water System; approving the System’s financial obligation under the settlement; authorizing expenditures in the total amount of $67,500.00 from the System Fund for purposes of the settlement; authorizing the President/Chief Executive Officer and the System’s legal counsel to execute the settlement agreement and to pay $67,500.00 to Southwestern Bell Telephone Company d/b/a AT&T Texas and its attorneys, for the System’s obligations under the terms of the settlement agreement. Total expenditures: $67,500.00.

(NANCY BELINSKY)

Mr. Rowe asked for a motion and second on Item 18, a resolution approving settlement of a lawsuit of Southwestern Bell Telephone Company.

Ms. Merritt made a motion to approve Item 18. Mr. McGee seconded the motion.

After no further discussion, Item 18 was unanimously approved. Verbal voting. Mr. Arrellano was not present for the vote.

Chairman Guerra and Ms. Jasso returned to the Board Room. Mr. Rowe turned the meeting back over to Chairman Guerra.
22. **BRIEFING SESSION.**

B. **Briefing and deliberation regarding water use patterns, conservation initiatives, and watering restrictions**

Donovan Burton gave a briefing on water use patterns, conservation initiatives, and water restrictions. He discussed the topic of year round once a week watering, and reviewed the current watering restrictions triggered during drought per City Ordinance that followed the Edwards Aquifer Authority’s (EAA) watering restrictions set by state law. Within SAWS, year round once a week watering discussions started in early 2016 and included an analysis of water planning and the impacts on financial, operational, public input, and conservation.

Staff completed a detailed analysis, and the potential savings could be about 2,188 acre-feet less production per period with year round once a week watering. Production varied greatly and was really impacted by weather condition. SAWS current water supply projections had aggressive GPCD water use goals, and SAWS was a national leader in conservation. He reviewed several graphs that would depict a period without drought restrictions and compared it to a period with drought restrictions under similar rainfall patterns. After analyzing the different scenarios, there was an average savings of about 2,188 acre-feet.

He discussed the implications for the long term water supply, and the average savings of about 2,188 acre-feet would not reduce the need for new water projects. SAWS water management plan already included once per week watering. The plan was for the drought of record; it did not plan for wet or normal times. The other thing was water not produced would not increase inventory so the impacts to water supply were minimal.

He discussed the financial impact for once per week watering. Finance analyzed a range of different savings of water. If once per week were to save 2,200 acre-feet, it would possibly create a rate increase of a little over one percent. If there was 8,700 acre-feet less production, it would create as much as a five percent rate increase. So, requiring mandatory once per week watering would require a slight rate increase to cover lost revenue.

He stated there would be minimal impacts on operations. Infrastructure was already in place to incorporate restrictions so there would be a minimal impact to production at the operational facilities.

He discussed the continued focus on conservation. SAWS had the best conservation program in the nation and even potentially in the world. The SA Tomorrow goal was set for 110 GPCD in 2040, and the future goals would be even lower.

Karen Guz discussed the difference between conservation and drought management, and the new conservation measures would continue to educate customers regarding the value of water. Some of the new measures included new technology and communication tools to manage customer data and provide reports for the customer such as flow sensors, personalized water reports, and smart irrigation controllers. Some of the work with stakeholder groups included conservation certifications and package incentives for new buyers through the builders and real estate agents. Personalized conservation reports would be handled through Water Smart Software. Staff would bring a formal request to the Board next month to contract for additional services that would be aimed at customers in the affordability programs. Another item to be brought to the Board would be improvements to
two high profile education exhibits. One was with long-standing partner Mitchell Lake Audubon. The historic Leeper House had demonstrated wildscape/landscape and a rainwater harvesting system over the past 12 years. The second project was at the San Antonio Botanical Gardens, who were doing an $18 million overhaul to the gardens. Staff would like to partner with both entities to improve SAWS exhibits and possibly get naming rights of the Exploration Center at the Botanical Gardens. The final new measure was the launch of the rain barrel promotion. The rain barrels would be acquired in bulk and normally retail for over $120. SAWS would make the barrels available to customers for $40, limit two per households. Customers would apply for a coupon to get the discount. In mid-January, there would be three distribution events around San Antonio, and SAWS nonprofit education partners would help promote and distribute the barrels over the next five weeks.

Chairman Guerra asked if the rain barrel should be placed under a spout from the roof or if it should be placed out in the open. Ms. Guz replied the rain barrel could be placed at either one. The barrel was designed to work with the gutter or roof runoff. The rain barrels were made with a hundred percent recycled material and included screens to keep mosquitos from breeding.

Mr. McGee inquired about what to do with the water. Ms. Guz responded that her personal recommendation would be to use on potted plants. There was a place to connect a hose at the bottom to take the water to whatever was in close proximity.

Mr. Burton discussed some of the public opinions about the one week watering. On the pro side, for example, Councilman Nirenberg wrote an Op-ed that said, “Conservation efforts must be central to our strategy. Watering once a week should be observed year-round irrespective of declared drought condition.” This would force people to learn the conservation effort and was favored by those in support of requiring once a week watering year round. The water savings could be more in particular years. The other benefit was this yo-yo effect that was experienced right now, when the Edwards Aquifer hits 660 and drought restrictions would immediately go into effect. And then, some customers were already use to restrictions.

On the other side, the benefits were marginal. If the benefits were marginal and there was no pressing need, then the public purpose was unclear. Councilman Krier did an Op-ed as well. He said, “If it's a matter of saying to San Antonians they can water their lawns once a week because we want to make a point about conservation, not because our water security demands it, no, I can't support that.” It was also a contradictory message or it could be perceived as a contradictory message, continuous watering restriction versus abundant water resources. There was confusion about imposing a restriction in a wet year. Also, increasing water rates again for investments while restrictions were mandated would be a confusing message. Again, conservation was a voluntary permanent savings of water, and SAWS would continue aggressive conservation measures going forward. Current landscapes investments may be lost, and a larger discussion about changing people's landscapes during long periods of time may be needed. And, there would be a large segment of the community that would say this was heavy-handed government action when it was not necessary.

He stated that the path forward would be to continue to do further analysis during the 2017 Water Management Plan. There would obviously be some more public discussions about it, and a deeper conversation about the drought triggers and the cost benefit for customers was needed. There was probably some other things that needed a larger conversation about
different plans and continued commitment to conservation. He stated that staff was not recommending to go to a mandatory watering once per week at this point.

Mr. McGee commented on the commitment to conserving water. He stated he would not spend a whole lot more time studying a plan to reduce 86 percent of the market. SAWS already had a conservation plan, and people already knew how to conserve water from the aquifer. So, to go to a one day a week watering plan and remove 86 percent of the days to water or use water just did not make sense.

Mayor Taylor stated she would like to see a briefing at the City Council Committee to provide the information, since there had been some questions raised. SAWS needed to continue to be committed to conservation, and show some of the other innovative things such as the home water usage patterns and the rain barrel program.

Mr. Rowe requested a future briefing on rainwater harvesting, not just from an individual basis but also on a more global basis.

Mr. Puente commented the rain barrel program was a mostly residential type of program. Conservation already had a program for commercial entities that wanted to take advantage of these types of programs. This was just a more formal residential program.

23. President/Chief Executive Officer’s Report.

A. New Conservation Investments

Mr. Puente commented on the continued focus on conservation and the reduction in water usage throughout the years. A lot of people don't realize and understand that anytime over the last 40 years, SAWS would have had to build another Vista Ridge Project, another desal plant to keep up with per capita growth. There was savings of billions of dollars in these programs. Water conservation was not just a green measure and not just a sustainability measure, it was truly a financial measure. He discussed Mr. Clouse’s comments about building a brand new treatment plant of $1.2 billion, and treating all the water otherwise not used. SAWS actually closed one water treatment plant down, and this had saved every year in O&M costs. Water conservation was very important to SAWS. Regardless of the green issues, it was always a financial issue.

B. Trade Mission and Sister City Agreement with Windhoek, Namibia

Mr. Burton introduced the next item, the Namibia Trade Mission. Mayor Taylor discussed the trade mission to Namibia, and the main goal to sign a Sister City Agreement with the capital of Namibia. Namibia was located just north of South Africa, and in fact, was part of South Africa. It had been independent for 25 years. It was one of the most stable African countries. However, the one natural resource that was in scarce supply was water. In addition to signing the Sister City Agreement, a Memorandum on Water for Namibia and SAWS to work together on various issues related to conservation was signed. The delegation toured their recycling plant, and in order to avoid an international incident, the delegation had to taste the recycled water. It was a great opportunity for San Antonio to spread the message in relation to water conservation and water management, but also laid the groundwork for the development and opportunities in that part of the world.
Mr. Burton reviewed photos from the trip and discussed some of the highlights from the visit. One of the highlights was the Mayor’s speech on housing patterns in our area and how it related to the needs in Namibia. He mentioned some of the dignitaries they were able to meet, which included Mayor of Windhoek, President of Namibia, and the two Ambassadors.

Namibia had a very arid climate. He looked far and wide to find a lawn, but only saw one lawn during the visit. The delegation toured the water reclamation plant. In Namibia, they had direct potable. Recycled water was taken from the wastewater plant and recycled back to the city. Namibia had a very progressive water system. The meters were smart meters that regulated flow and the people prepaid water credits for the month. As soon as the water credit ran out, it automatically would shut the water off. The customer could call in and purchase additional credits. Once credits were purchased, the meter was turned back on.

One of the culminations was the Sister City Agreement, followed by the signing of the Memorandum of Understanding with the City of Windhoek. Afterwards, the Mayor of Windhoek presented Mayor Taylor with the key to the city. The Memorandum of Understanding pointed out specific issues that the cities could work on together such as water reuse, wastewater systems, efficient operations, conservation, collaborative projects, desalination, etc.

Chairman Guerra thanked the Mayor and Mr. Burton for representing City and SAWS.


Mr. Puente discussed the Texas Desal Conference that was held in Austin where he was asked to speak. GG Gomez also attended the conference to discuss SAWS desal plant that was coming on line in the next month or so. Another statewide water conference held on the very same day was the Texas Water Law Conference. SAWS employees, Steve Kosub, Greg Eckhardt, and Hope Wells, were all asked to speak on their particular expertise.

A nationwide association of municipal utilities, the Association of Metropolitan Water Agencies, recognized SAWS with the Platinum Award. Mr. Rowe and Ms. Bailey went to the awards ceremony to receive this award on SAWS behalf. He personally thanked Sandi Wolff for gathering all the information for the application.

Mr. Rowe stated the award was only given to the water utility that had achieved and implemented national standards for effective utility management. The presentation that Ms. Wolff put together was very good and effectively represented SAWS.

Mr. Puente congratulated Ms. Jasso, who was recognized by the Hispanic Chambers of Commerce with the Hope Andrade Legacy Award. She personally thanked Chairman Guerra and SAWS for what we have done for her so that she could do, in turn, for the ratepayers.

Chairman Guerra thanked Ms. Jasso for everything she had done in the community throughout her life. The fact that the Hispanic Chamber, the oldest and largest Hispanic Chamber in the country, chose Ms. Jasso to be the spokesperson said a lot about her. The Board was honored she agreed to serve on this Board of Trustees.

Ms. Jasso commented on the equal representation of women. She thanked the Chairman for making sure women had a seat at the table not only at AT&T but in his business as well. She
appreciated the opportunity to serve and to become more versed in water.

28. A Resolution of the San Antonio Water System Board of Trustees consenting to and approving amendments to the Water Transmission And Purchase Agreement between the City of San Antonio, Texas, acting by and through the San Antonio Water System, and Vista Ridge LLC; delegating to the President and Chief Executive Officer of the System the authority to declare achievement of financial close under the agreement; authorizing the execution of agreements and documentation related to the foregoing; and providing for an effective date. (ROBERT R. PUENTE – DONOVAN BURTON)

Mr. Burton recommended the approval of a second amendment of the WTPA for Vista Ridge and the related documents associated, the delegation to President/CEO to declare that financial close conditions had been met. There were additional items related to the project with the technical analysis and the beginning of SAWS integration.

He reviewed the background for the project that started back at 2010, when the first Request for Information was issued. An RFCSP was issued in 2011. This went through several iterations and culminated in 2014, with the unprecedented public negotiations and approval of the original WTPA unanimously by the Board and unanimously by City Council. In 2016, the change in control to Garney took place, and the price was locked in with the interest rate lock, which saved over $520 million.

He discussed the project timeline. The project was in the development phase, and would get to financial close in the next few days. This was when the construction phase would start. Construction could be completed over a four-year period, and would deliver water beginning in 2020. This would kick off a 30-year operational phase and another 30 years beyond to continue the project.

He reviewed the amendments to the WTPA to reflect the current project structure and completion of appendices. All of the amendments reverberated throughout the entire document and appendices. Modifications to Article 4, which were the financial close conditions, included the operating service provider, the well field sites, the groundwater transportation permits and the terminus site conditions. For the operating service provider, staff recommended the Article 4 provision was not a condition to close. Rather than in lieu of Article 4, Article 13 would say not later than 18 months prior to commercial operation a contract would need to be executed with the operating service provider. SAWS had absolute discretion over the operation service provider, and would work with Garney to decide who would be the operating service provider. For the well site acquisition, staff recommended allowing until June 10, 2017 for well site revisions. This would allow the placement to be made with respect to the landowners and their needs for their property. The risk remained with the project company, and Garney would have to get it done in order to build the project. For the groundwater transportation permits, staff recommended incentives for Garney to complete by commercial operation. If Garney did not get this done by 2031, they would give SAWS $50 million in water credits over the next few years. For the terminus site, staff recommended that Garney would deliver a survey and preliminary site plan before financial close. However, if there were alternatives to cut costs and save money on the site, those alternatives would need to be identified by January 6, 2017. Garney would provide a parent company guaranty that if for any reason the deferred conditions did not happen with the allotted time, Garney would have to pay up to $2 million if SAWS were to terminate the project. The other related items were other documents to be executed.
He reviewed the project funding. Garney would receive about $850 million to build the project, and construction would start in January or February 2017. About $73 million in equity would be included from Garney and some from Abengoa. SAWS would spend about $150 million on the project. Garney was facing rate pressures as well, since SAWS locked in the interest rate in May. SAWS rate was determined off of the BAA MMD. The project company was actually on a different metric, the LIBOR Swap Rate. The rate was a little bit lower than where it was back in May so Garney was at a slightly better position.

He discussed SAWS responsibilities going forward that included establishing electrical power service, monitoring project execution, wholesale water to the community, integration of infrastructure within San Antonio, and purchasing the water made available. With the lock in the interest rate, SAWS fixed the price of the water for the next 30 years at $1,606 per acre-feet, then the O&M and utilities were added to the cost overall. The integration project was about $143 million. The rates were programmed into the budgets, when the City pre-approved rate increases up to a certain amount over the next five years for the Vista Ridge Project.

The Amendment would continue to shift the risk profile onto the private sector, and SAWS would only pay for water made available. The Amendment reduced the WTPA commitment to the local landowners and the local groundwater management. Financial close documents were being delivered, and financial close would likely happen within the next few days. About 200 linear feet of right of way had been secured to begin construction of the project. Garney would continue to secure the rights of way to be completed by June 2017. The project was cheaper than the original WTPA with $529 million in reductions saved by the rate lock. The project was a national and international model for public-private partnerships, and would bring water to San Antonio for decades to come.

Staff recommended approval of the second WTPA Amendment and related documents, and a delegation to President/CEO to declare financial close, pursuant to WTPA conditions being completed.

Chairman Guerra asked Board Council, Ruben Barrera, to comment. From the beginning, the Board asked Mr. Barrera to stay actively engaged in the process with SAWS staff and with the Board. As Board Counsel, Mr. Barrera provided guidance and provided the legal opinion regarding SAWS performance.

Mr. Barrera stated that given his knowledge of the power and authority of SAWS as legal counsel for 33 years, his involvement in the negotiations of the Vista Ridge transaction, and his involvement in the preparation of all the legal documents, he rendered an opinion basically signing off on the transaction. He stated it was his opinion that SAWS certainly had the power and authority to approve and enter into the original WTPA dated November 4, 2014 and the First Amendment to the Agreement dated June 10, 2016. Equally, SAWS had the power and authority to enter and approve the proposed Second Amendment to the Agreement. If SAWS decided to approve and enter into the Second Amendment, the Board should know that the Amended WTPA would be a legal, valid, and binding special obligation of SAWS and would be enforceable in SAWS. He added that other than Board approval, no other approvals were required to enter into the Second Amendment to the WTPA, and Board approval and entering into the Second Amendment would not violate any constitutional law or governmental regulation that would apply to SAWS.
Chairman Guerra thanked Mr. Barrera for his involvement in the process from the very beginning, and for his commitment. He stated the 2015 Legislative Session addressed the permit issues. The Groundwater District Attorney and the General Manager prepared a letter that stated they believed the permit would extend automatically. He was confident this issue kept the risk where it was envisioned from the very beginning of all of these negotiations.

Mr. Rowe made a motion to approve Item 28. Ms. Merritt seconded the motion.

Chairman Guerra stated this was an exciting day for him, the Mayor, City Council, the Board, and the community. He watched San Antonio miss the boat on a new water supply project after project after project had been worked on and fallen through during the development phase. When he first came to SAWS about five years ago, one of his very first jobs was to settle the LCRA/SAWS lawsuit, to get the SAWS and BexarMet consolidation completed, to address the SSO issues, and to diversify the water supply. Financial close meant that Garney, the banks and SAWS were comfortable to move forward with this project and invest significant money to bring it to reality. The four recommended changes did not change the risk profile of the contract. In fact, the changes would strengthen SAWS protections in the WTPA and would strengthen the project. These changes ensured the private sector retained the risk and SAWS would only pay for water made available. The amendments continued to respect the local groundwater management and the local landowners of Burleson and Milam Counties. He commented on the fixed price of the water, the savings of over $529 million, the transparency of the project, and the secured water for the future. He thanked Mayor Taylor for stepping up to the plate to help SAWS with the project and for her leadership with City Council. He also thanked the Board, Garney, SAWS attorneys, the project team and SAWS staff.

Mr. McGee commented on his review of the WTPA as a new board member, and SAWS negotiation of the contract. He appreciated the help staff gave by answering all of his questions. There were legal risks, financial risks, and operational risks, but he was satisfied that every one of those risks had been negotiated and mitigated to move forward.

Mr. Rowe concurred with Mr. McGee. This had been an arduous process. The project had plenty of risk, but the consultants and staff did a wonderful job mitigating that risk. He thanked everyone who worked together to make this happen.

Mayor Taylor thanked Chairman Guerra for his tenacity on this project, and Mr. Puente and staff for all the long hard work on this project. She was grateful to have had the opportunity to be a cheerleader and champion to help this project along. The project was a key milestone. She appreciated those who had been skeptics and challenged the project along the way because this forced everyone to ask more questions and provide more information to the public which made for a better project overall. She also thanked Reed Williams, who was a key reason why there was such a strong agreement that protected the ratepayers. Because the agreements were so diligently crafted, this allowed the project to move forward to accomplish a goal to increase and diversify the water supply and sustain growth.

After no further discussion, Item 28 was unanimously approved. Electronic voting. Mr. Arrellano was not present for the vote.
29. A Resolution awarding a professional services contract to Black & Veatch, Corporation in the amount of $3,988,945.00 for the Vista Ridge Integration Project, Owner’s Representative Services. Total expenditures: $3,988,945.00.

(GENOVEVA GOMEZ – ANDREA BEYMER)

Andrea Beymer presented Item 29, a professional services contract for the Vista Ridge Integration Project, Owner’s Representative Services. SAWS was required to design and construct integrated facilities to transport and deliver the Vista Ridge water. Mr. Puente had committed to the Board and City Council a year ago that significant money would not be spent on integration until there was greater project certainty. There was an aggressive project schedule with 39 months to design, construct, and delivery the project. With the Board’s vote on the previous item, staff was ready to proceed with the integration work.

She gave an overview of the integration project. Staff worked with Freese & Nichols to identify the best corridor to deliver the water effectively. With the eastern ASR pipeline, which delivers water from south Bexar County and the WRIP project, which brings water to the western part of the city, it made sense to bring the water to the central part of the city in order to fully use it, even in times of low demand. A new pump station site would be constructed at the terminus site. Staff would work closely with the Vista Ridge team to partner at the terminus site to optimize operations for both SAWS and Vista Ridge. Modifications would be made to existing pump stations. A new ground storage tank would be built, and the existing stations would be modified and retrofitted in order to distribute the water to the customers. There was about 15 miles of pipeline work for the project. Last month, the Board approved a contract with Pure Technology to do condition assessment on the existing mains to determine if any rehabilitation or replacement was needed on those mains. There was five miles of new construction that was needed as well.

The project would use design-build, and this was the first time to use this method on a water project. There was an aggressive schedule, and design-build could save at least five months of time versus traditional design-bid-build. By state statute for design-build, a third-party owner’s representative was required to assist with the procurement.

She discussed the key components that included the preliminary studies. The contract for a design-build firm was anticipated to be awarded next fall, which would amend the contract to provide program management and construction administration services through the life of the project. The design-build contract would be advertised by the first quarter of next year.

She discussed the selected firm, Black & Veatch Corporation, as the owner's representative for the project. Black & Veatch had significant owner's rep experience as well as design-build experience on both the national and global perspective. Black & Veatch had an in-depth knowledge of SAWS system, and had been doing work for SAWS for over 50 years. Most recently, Black & Veatch was the program manager over the design portion of the Brackish Groundwater Project. She introduced the project manager, David Zimmerman, and assistant principal, Joe Aillet, and SAWS project manager, Megan Brown.

Staff recommended the award of the Vista Ridge Integration Owner's Representative contract to Black & Veatch Corporation in an initial amount of $3,988,945.00, which included $344,919.00 for supplemental services.

Ms. Jasso made a motion to approve Item 29. Mr. Rowe seconded the motion.
Mr. Rowe inquired about the supplemental services. Ms. Beymer responded that one of the first tasks was condition assessment of the pipelines that were inherited from the former BexarMet/DSP. Money was included in supplemental services to design an alternative, if those pipelines turn out to not be of quality to last at least 30 years.

Mr. McGee asked if the integration pipeline went through Hill Country Village and Hollywood Park. Ms. Beymer confirmed.

After no further discussion, Item 29 was unanimously approved. Electronic voting. Mayor Taylor and Mr. Arrellano were not present for the vote.

30. A Resolution approving Contract Amendment No. 1 to the consulting services contract with CH2M Hill Engineers, Inc. in the amount of $4,100,000.00 in connection with technical support of the Vista Ridge Regional Supply Project. Total expenditures: $4,100,000.00. (GENOVEVA GOMEZ – TIMOTHY SKOGLUND)

Tim Skoglund presented Item 30, Contracting Amendment No. 1 to the Technical Advisor Contract. The technical advisor would assist SAWS with project responsibilities upstream of the delivery point. Most of the detailed design for the project would happen in the construction phase. Garney was prepared to release 19 different design packages, and there would be an overlap of design construction as the project moved through the construction phase. As infrastructure was completed, it would be tested and commissioned. Once the entire pipeline system including all the integration infrastructure was done, there would be performance testing of up to 25 days before entering the commercial operation phase.

Infrastructure to be built included 18 wells, 140-mile pipeline, three pump stations, and a 10-million gallon storage tank at the terminus site. The construction cost of this project was right at $540 million. He reviewed a map of the project that identified the eight different construction sites. Once the performance test was complete, the commercial operation would begin. The project company had the responsibility to operate, maintain, repair, replace the infrastructure, replace the chemicals, and staff the project. SAWS, in exchange, was going to pay for all of the O&M costs and for the electricity the project needed. This would be handled through an annual budget process mediated by an O&M Budget Panel. The panel would consist of appointees determined by SAWS and the project company. Any differences in opinion over project costs or compensable cost would be handled by the budget panel. At the end of the 30-year term, there would be a condition assessment to review the status and condition of the assets. Any improvements would be made to this project so it could continue operating for an additional 30 years.

SAWS responsibilities included establishing electric power service, monitoring project execution, the sale of wholesale water, and the integration infrastructure within San Antonio. SAWS would negotiate rates, and look at the local power grid infrastructure and any improvements that had to happen so there was reliable, quality power for the project. He reviewed a map of the boundaries of the electric service providers for the project. The well field high service pump station and one of the new pump stations fell within Blue Bonnet Electric Co-op's area. A second pump station was within Guadalupe Valley Electric Co-op's area. The terminus site would be served by CPS Energy.

There were three guiding principles that needed close attention. The first and foremost
priority was to ensure public safety, and the project company was treating that water consistently to a high quality. Secondly, the project company was expected to minimize construction costs. And finally, SAWS would inherit the system in 30 years so the project company should design and construct a system that would last.

The technical advisor contract was awarded in August to CH2M Hill Engineers. At the time it was noted in the memorandum, a $4.5 million scope was anticipated for the technical advisor. However, the authorization at that time was for $400,000.00 to get up to the point of financial close. It included a five-year term to get through construction and the first year-and-a-half or so of the operation. The contract was structured on a time and materials basis of payment. SAWS review and observation was going to be reactive to the project company. The scope of services in the contract outlined a menu of services, and CH2M Hill Engineers would prepare work plans for SAWS review and approval.

He reviewed the scope of work. The financial close technical review and the finalization of appendices represented a significant amount of work that had already been completed. Help would be needed with discussions for high voltage electric service, and document review was a major part of this project. Design analysis of risks and opportunities was needed, and specialty construction inspections would review structural design drawings and investigate issues at the project site. In addition, SAWS would dedicate three staff to the full-time daily monitoring and observation of the project in the field. O&M support, some trouble-shooting, and cost substantiation review would be needed. He discussed the different types of documents to be reviewed as part of the document review work.

Staff recommended Contract Amendment 1 in an additional amount of $4.1 million for a total contract amount of $4.5 million. He stated the approval was contingent upon the project reaching financial close.

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

Mr. Rowe inquired about the anticipated $4.5 million contract. Mr. Skoglund responded that it could be less. The contract was a not to exceed amount.

After no further discussion, Item 30 was unanimously approved. Electronic voting. Mayor Taylor and Mr. Arrellano were not present for the vote.

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

Ms. Merritt requested an update on the educational programs and the outreach from UTSA on the desal plant.

Mr. Rowe asked for an overview of rainwater harvesting and the cost benefit of each level of rainwater harvesting. Mr. Rowe also asked for an update on the high bill issue.

31. Adjournment. THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES MEETING OF NOVEMBER 1, 2016, IS HEREBY ADJOURNED.
The San Antonio Water System Board of Trustees Meeting of November 1, 2016, adjourned at 2:00 p.m.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees  
FROM: Robert R. Puente, President/Chief Executive Officer  
SUBJECT: Acceptance of Bids for Services, Equipment, Materials and Supplies  

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></td>
<td>Number of Contracts (SMWB)</td>
<td>Estimated Amount (SMWB)</td>
</tr>
<tr>
<td>A. Award of New One Time Purchases of Materials, Equipment or Services (December 2014)</td>
<td>3</td>
<td>0</td>
</tr>
<tr>
<td>B. Award of New and Renewal of Annual Goods &amp; Services Requirements Contracts and Maintenance Agreements (December 2014)</td>
<td>14</td>
<td>6</td>
</tr>
<tr>
<td></td>
<td>17</td>
<td>6</td>
</tr>
</tbody>
</table>

SMWB Purchasing Contracts (percentage)  

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<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>35.29%</td>
<td>18.50%</td>
<td>35.29%</td>
</tr>
</tbody>
</table>

Approved:  
Robert R. Puente  
President/Chief Executive Officer  

Reviewed:  
Yonnie C. Torres, Director  
Purchasing Division  

SMWB Program Manager  
Marisol V. Robles
RESOLUTION NO.

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

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

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

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

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

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

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

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

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

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

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

6. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this the 10th day of January, 2017

Berto Guerra, Jr., Chairman

ATTEST:

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

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. The Anchor Group, Inc.</td>
<td>One Time Purchase to furnish all Labor Materials, Equipment and Supervision to Make Repairs, Adjustments to Fencing and Install New Fencing</td>
<td>All</td>
<td>$ 52,964.60</td>
<td>This is a one time purchase of all labor, materials, equipment and supervision to make repairs and adjustments to fencing for the Artesia facility. Repairs to fence fabric, arms and raise fabric as needed to comply with TCEQ regulations.</td>
</tr>
<tr>
<td>2. Kapsch TrafficCom USA, Inc.</td>
<td>DYNAC Enterprise Server (ES) SCADA System Upgrade to V14</td>
<td>All</td>
<td>$ 383,039.00</td>
<td>This a new sole-source contract for the installation and configuration of the DYNAC software suite on System provided SCADA servers. This contract will provide upgrade from DYNAC ES v11 to DYNAC ES v14, which is the latest version of DYNAC ES available to the market that provides for a number of important enhancements.</td>
</tr>
<tr>
<td>3. Door Control Services, Inc.</td>
<td>Purchase and Installation of a Turnstile Access Barrier System</td>
<td>All</td>
<td>$ 83,400.00</td>
<td>This is a one time purchase of an optical turnstile barrier system for the Security Department. This purchase is to provide controlled access into the elevator foyer of the Headquarters Customer Service Building.</td>
</tr>
</tbody>
</table>

$ 519,403.60

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

Board Date: January 10, 2017
**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 DESCRIPTION</th>
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<th>NO(s)</th>
<th>PURCHASES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Waste Management</td>
<td>Annual Contract for Garbage Disposal Service</td>
<td>All</td>
<td>$236,934.78</td>
<td></td>
</tr>
<tr>
<td>2. HD Supply Waterworks, Ltd.</td>
<td>Annual Contract for Water Meters</td>
<td>Items 1, 2, 7, 8, 9 &amp; 10</td>
<td>$1,401,795.85</td>
<td></td>
</tr>
<tr>
<td>3. Badger Meter, Inc.</td>
<td>Annual Contract for Water Meters</td>
<td>Items 3, 4 &amp; 6</td>
<td>$300,056.00</td>
<td></td>
</tr>
<tr>
<td>4. Mueller Systems, LLC</td>
<td>Annual Contract for Water Meters</td>
<td>Item 5</td>
<td>$553,500.00</td>
<td></td>
</tr>
<tr>
<td>5. Service Mechanical Group, Ltd. (SBE)</td>
<td>Annual Contract for Centrifugal Chiller Service Program</td>
<td>All</td>
<td>$398,250.00</td>
<td></td>
</tr>
</tbody>
</table>

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

**REMARKS**

This is a new contract. This contract will be utilized to provide hauling, dumping and maintenance services for all the containers (dumpsters) used by System at various locations. This contract will be effective Date of Award (January 10, 2017) through December 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.

This is a new contract. This contract will be utilized by System for the purchase of water meters to support the annual meter cycle replacement. This contract will be effective Date of Award (January 10, 2017) through December 30, 2017. If determined that an extension is favorable to the System, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for and approved in future year's budgets.

(Same as above)

(Same as above)

This is a new contract. This contract will be utilized by System Heating & Cooling Plant for Maintenance & Repair Services to assist staff were additional experience is required troubleshoot, diagnose, service, repair and test System centrifugal chillers and associated components located at System facilities. This contract will be effective Date of Award (January 10, 2017) through December 31, 2017. If determined that an extension is favorable to the System, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for and approved in future year's budgets.

Board Date: January 10, 2017
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>
<td>6. Cleaver Brooks Sales &amp; Service, Inc.</td>
<td>Annual Contract for Maintenance and Inspection of Boilers at Dos Rios Water Recycling Center Bid No. 16-0181</td>
<td>All</td>
<td>$137,180.00</td>
<td>This is a new contract. This contract will be utilized for the inspection, troubleshoot and perform minor adjustments on all boilers at the Dos Rios Water Recycling Center. This contract will be effective (January 10, 2017) through December 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 in future year's budgets.</td>
</tr>
<tr>
<td>7. Red Wing Brands of America (San Pedro Rd - Northwest Quadrant and SW Military - Southwest Quadrant)</td>
<td>Annual Contract for Safety Shoes &amp; Boots Service Bid No. 16-0191</td>
<td>All 2017 Total amount budgeted for three vendors (four locations)</td>
<td>$56,000.00</td>
<td>This is a new contract. This contract will be utilized by System to provide safety shoes and boots to various field staff employees. Awards made per quadrant. This contract will be effective Date of Award (January 10, 2017) through December 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 in future year's budgets.</td>
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DIRECTOR'S Comments

Dos Rios Waste Recycling Center processes more than 700,000 gallons of wastewater sludge daily through the nine (9) sludge digesters. Part of the sludge digestion process requires heating the sludge to 95 Degrees F and maintaining this temperature throughout the digestion process. The two large 120,000,000 BTU boilers, Digester Boilers No. 1 and 2, are Cleaver Brooks Boilers and provide the heating for the digester sludge. Cleaver Brooks is the manufacturer of the equipment, thus Cleaver Brooks Sales and Service are well qualified to provide the Annual Maintenance and Inspection. Recommend award.

This is a new contract. This contract will be utilized by System to provide safety shoes and boots to various field staff employees. Awards made per quadrant. This contract will be effective Date of Award (January 10, 2017) through December 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 in future year's budgets.

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

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<tr>
<td>8. Odessa Pumps</td>
<td>Annual Contract for Hydromatic Parts and Service, Bid No. 16-4073</td>
<td>All</td>
<td>$306,117.89</td>
<td>This is a new contract. This contract will be utilized for the purchase of Hydromatic Parts and Service for wastewater facilities operated by System. This contract will be effective Date of Award (January 10, 2017) through December 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 in future year's budgets.</td>
</tr>
</tbody>
</table>

**DIRECTOR’S Comments**

Hydromatic pumps are used on System lift stations and are located throughout Bexar County including the Transition and Edwards Aquifer Recharge Zone (EARZ). Odessa Pumps is the sole authorized distributor for this area. Recommend award.

9. Salt Exchange, Inc. (SBE) | Annual Contract for Purchase and Delivery of NSF 60 Certified Bulk Salt, Bid No. 16-16064A | All | $106,062.00 | This is a new contract. This contract will be utilized by the System for the purchase and delivery of bulk salt to be used in onsite sodium hypochlorite generators. This contract will be effective Date of Award (January 10, 2017) through December 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 in future year's 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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<tbody>
<tr>
<td>10. Calgon Carbon Corporation (SBE)</td>
<td>Annual Contract for Granular Activated Carbon (GAC) Media for the Removal of Disinfection Byproducts (DBP) Precursor Material Bid No. 16-16129</td>
<td>All</td>
<td>$133,200.00</td>
<td>This is a new contract. This contract will be utilized by the System Production Department for the purchase of Granular Activated Carbon (GAC) System for the removal of disinfection by-products precursor material for System on an as needed basis. This contract will be effective Date of Award (January 10, 2017) through December 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 in future year's budgets.</td>
</tr>
<tr>
<td>11. American Facility Services, Inc.</td>
<td>Best Value Bid for Janitorial Services for SAWS Headquarters Bid No. 16-6032</td>
<td>All</td>
<td>$188,460.00</td>
<td>This is a new contract. This contract will be utilized for Janitorial Services to include routine and project work for the System Corporate Offices Tower 1 and 2. This contract will be effective Date of Award (January 10, 2017) through December 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 in future year's budgets.</td>
</tr>
<tr>
<td>12. Itron</td>
<td>Handheld Meter Reading System Bid No. 16-16120</td>
<td>All</td>
<td>$202,077.00</td>
<td>This is a new contract. This contract will be utilized to provide for a turnkey Meter Reading System (with handheld devices) incorporating state-of-the-art hardware and software technology to read residential and commercial customer water usage accounts. This contract will be effective Date of Award (January 10, 2017) through January 9, 2018. If determined that an extension is favorable to the System, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for and approved in future year's budgets.</td>
</tr>
</tbody>
</table>

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

Board Date: January 10, 2017
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>13. Fisher Scientific</td>
<td>Annual Contract for Laboratory Chemicals &amp; Various Supplies</td>
<td>All</td>
<td>$464,149.01</td>
<td>This is a new contract. This contract will be utilized for the purchase of laboratory chemicals and various supplies by the System Environmental Laboratory Services. This contract will be effective Date of Award (January 10, 2017) through January 9, 2018. If determined that an extension is favorable to the System, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for and approved in future year's budgets.</td>
</tr>
<tr>
<td>14. Alpha Omega Wireless, Inc. (WBE)</td>
<td>Annual Contract for Outdoor Wireless Service Maintenance &amp; Repair Parts</td>
<td>All</td>
<td>$241,600.00</td>
<td>This is a new contract. This contract will be utilized by the System Information Services Department with new equipment installation service, service maintenance, equipment support and repair parts for System Outdoor Wireless Network Infrastructure not limited to Motorola/Cambium PTP &amp; PMP radios, CISCO 1310 outdoor bridges, GE iNet and other wireless equipment and tower related equipment rental. This contract will be effective Date of Award (January 10, 2017) through January 9, 2018. If determined that an extension is favorable to the System, price and service considered, the award includes the availability of four (4) additional one-year options to extend as provided for and approved in future year's budgets.</td>
</tr>
</tbody>
</table>

$4,637,382.53

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

Board Date: January 10, 2017
SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS  78298-2449  
TABULATION OF BIDS

Furnish All Labor, Materials, Equipment and Supervision to Make Repairs, Adjustments to Fencing and Install New Fencing as per specifications

3:00 p.m., October 27, 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>1.</td>
<td>1 Lump Sum</td>
<td>44,395.00</td>
<td>44,395.00</td>
</tr>
<tr>
<td></td>
<td>Artesia</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>320 Hours</td>
<td>26.78</td>
<td>8,569.60</td>
</tr>
<tr>
<td></td>
<td>Security Guards</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>52,964.60</td>
<td>57,069.60</td>
</tr>
</tbody>
</table>

Terms:  
- Net 30 days  
- 1% 7 days  
- Net 30 days  
- Net 30 days

*BID NOT TABULATED NON-RESPONSIVE INCOMPLETE BID

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

- AAA Fence Pros
- Alamo Decks & Fence
- Alamo Decks and Fence
- Aztec Fence SA
- D Fence of TX
- Delagarza Fence
- Double Rafter II Construction
- Four Seasons Development
- Fresno Iron Works
- Genco Fence & Construction
- Geofill Material Technologies
- Master Fencing of TX
- Newton Construction
- Pecos Fence
- Straight Line Mgmt.
- The Anchor Group, Inc.
- Demandstar
- SAW Website
This is the sole source justification for the above named effort. This contract will be effective Date of Award (January 10, 2017) through February 21, 2017.

This is a new sole-source contract, to be performed by Kapsch TrafficCom USA, Inc., for the installation and configuration of the DYNAC software suite on SAWS provided SCADA servers. This contract will provide for the upgrade from DYNAC ES v11 to DYNAC ES v14, which is the latest version of DYNAC ES available to the market that provides for a number of important enhancements. (As a note, the maintenance and service of this upgrade will continue to be performed by Kapsch under a previously awarded contract that currently supports v11.) Enhancements include:

- The proposed upgrade will implement DYNAC ES v14 running on virtual machines (VM). Moving the SCADA system to a VM (versus a physical computer) will reduce the administration and cost for the SCADA systems.
- The upgrade will implement several new interface communication drivers that provide for the transmission of data from and to the SCADA hardware devices in accordance with the device communication protocol. These drivers are fully integrated into the DYNAC communications framework and will give SAWS the flexibility to interface to a wider variety of remote units as the system continues to expand.

The DYNAC SCADA system is utilized to monitor and control the SAWS Pump Stations, which are comprised of items such as Well Pumps, Booster Pumps, High Service Pumps, Valves, and Tanks. SAWS cannot monitor and control this critical infrastructure without a functioning DYNAC SCADA system.

This contract action is being accomplished as a result of a SCADA Security Assessment that found that the SAWS DYNAC ES system required an upgrade in order to eliminate sensitive vulnerabilities associated with the current system. This upgrade would assist in eliminating these identified vulnerabilities.

The contract is being performed as a sole-source action as the DYNAC ES system is a proprietary system that is manufactured and sold only by Kapsch. There is no other manufacturer or vendor that can provide for this upgrade to the current DYNAC ES SCADA system. In addition, replacement of this system is estimated to cost approximately $10M, and take 18 to 24 months to accomplish; replacement is budgeted for FY 2018.

Total cost is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>SAWS</th>
<th>AMOUNT TO BE TAKEN TO THE BOARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>DYNAC ES v14 Upgrade</td>
<td>$383,039</td>
<td>$383,039</td>
</tr>
</tbody>
</table>
REQUEST FOR PROPOSAL
FOR
THE PURCHASE AND INSTALLATION OF AN
OPTICAL TURNSTILE BARRIER SYSTEM
SAWS Bid # 16-16106A

SUPPLEMENTARY COMMENTS:
Staff recommends that the contract be awarded to Door Control Services Inc., a Local/Non-SBE 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>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Compensation Proposal</td>
<td>50</td>
</tr>
<tr>
<td>b. Past Experience with Similar Projects</td>
<td>25</td>
</tr>
<tr>
<td>c. Project Approach and Plan</td>
<td>10</td>
</tr>
<tr>
<td>d. Small, Minority and Woman Business Program Compliance</td>
<td>15</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>100</strong></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>*Door Control Services Inc.</td>
<td>$83,400.00</td>
<td>452.4</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>2</td>
<td>Alterman Inc.</td>
<td>$83,719.00</td>
<td>426.8</td>
<td>Local/Non-SMWB</td>
</tr>
</tbody>
</table>

*Best Value Proposal
Additionally, the overall SMWB analysis is shown in the following table:

<table>
<thead>
<tr>
<th>Request for Proposals SAWS Bid No. 16-16106A</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Purchase and Installation of an Optical</td>
</tr>
<tr>
<td>Turnstile Barrier System</td>
</tr>
<tr>
<td>DOOR CONTROL SERVICES INC.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SMWB ANALYSIS – BOARD AWARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>SBE</td>
</tr>
<tr>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - African American</td>
</tr>
<tr>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Asian</td>
</tr>
<tr>
<td>0.00%</td>
</tr>
<tr>
<td>MBE - Hispanic</td>
</tr>
<tr>
<td>14.50%</td>
</tr>
<tr>
<td>MBE - Other</td>
</tr>
<tr>
<td>0.00%</td>
</tr>
<tr>
<td>WBE - Minority</td>
</tr>
<tr>
<td>0.00%</td>
</tr>
<tr>
<td>WBE - Non-Minority</td>
</tr>
<tr>
<td>0.00%</td>
</tr>
<tr>
<td>SMWB Total</td>
</tr>
<tr>
<td>14.50%</td>
</tr>
</tbody>
</table>

**PERIOD OF AWARD:**

Contract period shall begin on January 10, 2017 and shall terminate upon acceptance of completed installation.

In determining the best value, staff considered relevant criteria specifically listed in the request for bid. Staff has determined that Door Control Services Inc. will provide services at the best value to the System.
SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
TABULATION OF BIDS

**PROPOSAL**  
Annual Contract for  
Garbage Disposal Service  
(January 1, 2017 through December 31, 2017)  
**DATE**  
3:00 p.m., November 21, 2016

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Part 1</strong></td>
<td><strong>DUMPSTERS WITH UNIT PRICE/MONTH</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12 months</th>
<th>2 dumpster</th>
<th>2 yd front load container</th>
<th>Pick ups: every other week, Lawson No. 31439</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 38.47</td>
<td>TOTAL 923.28</td>
</tr>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 34.54</td>
<td>TOTAL 828.96</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12 months</th>
<th>8 dumpsters</th>
<th>2 cu yd on casters</th>
<th>Pick ups: 3/week, Lawson No. 31262</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 96.72</td>
<td>TOTAL 9,285.12</td>
</tr>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 96.12</td>
<td>TOTAL 9,227.52</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12 months</th>
<th>6 dumpster</th>
<th>4 cu yd containers</th>
<th>Pick ups: 1/week, Lawson No. 28486</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 49.46</td>
<td>TOTAL 3,561.12</td>
</tr>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 47.30</td>
<td>TOTAL 3,405.60</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12 months</th>
<th>2 dumpster</th>
<th>4 cu yd containers</th>
<th>Pick ups: 2/week, Lawson No. 28487</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 87.93</td>
<td>TOTAL 2,110.32</td>
</tr>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 90.60</td>
<td>TOTAL 2,174.40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12 months</th>
<th>12 dumpsters</th>
<th>6 cu yd containers</th>
<th>Pick ups: 1/week, Lawson No. 28489</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 60.45</td>
<td>TOTAL 8,704.80</td>
</tr>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 56.49</td>
<td>TOTAL 8,134.56</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12 months</th>
<th>6 dumpsters</th>
<th>6 cu yd containers</th>
<th>Pick ups: 2/week, Lawson No. 28490</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 118.70</td>
<td>TOTAL 8,546.40</td>
</tr>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 95.45</td>
<td>TOTAL 8,672.40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12 months</th>
<th>20 dumpsters</th>
<th>6 cu yd containers</th>
<th>Pick ups: 3/week, Lawson No. 28491</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 170.36</td>
<td>TOTAL 40,886.40</td>
</tr>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 134.39</td>
<td>TOTAL 32,253.60</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12 months</th>
<th>2 dumpster</th>
<th>6 cu yd containers</th>
<th>Pick ups: 5/week, Lawson No. 28492</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 280.27</td>
<td>TOTAL 6,726.48</td>
</tr>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 235.92</td>
<td>TOTAL 5,662.08</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12 months</th>
<th>2 dumpster</th>
<th>6 cu yd containers</th>
<th>Pick ups: every other week, Lawson No. 31552</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 60.45</td>
<td>TOTAL 1,450.80</td>
</tr>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 39.38</td>
<td>TOTAL 945.12</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12 months</th>
<th>4 dumpsters</th>
<th>8 cu yd containers</th>
<th>Pick ups: 1/week, Lawson No. 28494</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 74.74</td>
<td>TOTAL 3,587.52</td>
</tr>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 65.02</td>
<td>TOTAL 3,120.96</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12 months</th>
<th>6 dumpsters</th>
<th>8 cu yd containers</th>
<th>Pick ups: 2/week, Lawson No. 28495</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 140.68</td>
<td>TOTAL 10,128.96</td>
</tr>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 109.08</td>
<td>TOTAL 7,853.76</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12 months</th>
<th>8 dumpsters</th>
<th>8 cu yd containers</th>
<th>Pick ups: 3/week, Lawson No. 28496</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 192.34</td>
<td>TOTAL 18,464.64</td>
</tr>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 153.15</td>
<td>TOTAL 14,702.40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>12 months</th>
<th>4 dumpsters</th>
<th>8 cu yd front loader</th>
<th>Pick ups: 4/week, Lawson No. 31441</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 269.28</td>
<td>TOTAL 12,925.44</td>
</tr>
<tr>
<td></td>
<td>UNIT</td>
<td>PRICE 197.20</td>
<td>TOTAL 9,465.60</td>
</tr>
</tbody>
</table>
# SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

## TABULATION OF BIDS

**PROPOSAL FOR:**
Annual Contract for Garbage Disposal Service

**TIME & DATE:**
(January 1, 2017 through December 31, 2017)
3:00 p.m., November 21, 2016

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>12 months 4 dumpsters 10 cu yd containers</td>
<td></td>
<td>UNIT</td>
<td>324.23</td>
<td>15,563.04</td>
</tr>
<tr>
<td>Pick ups: 5/week, Lawson No. 28498</td>
<td></td>
<td>TOTAL</td>
<td>268.21</td>
<td>12,874.08</td>
</tr>
<tr>
<td>12 months 2 dumpsters 20 Cu Yd Containers</td>
<td></td>
<td>UNIT</td>
<td>285.76</td>
<td>6,858.24</td>
</tr>
<tr>
<td>Pick ups: 1/week, Lawson No. 28499</td>
<td></td>
<td>TOTAL</td>
<td>1,413.36</td>
<td>33,920.64</td>
</tr>
<tr>
<td>12 months 4 dumpsters 30 Cu Yd Deodorized Compactor Rental</td>
<td></td>
<td>UNIT</td>
<td>164.86</td>
<td>7,913.28</td>
</tr>
<tr>
<td>Pick ups: 1/week, Lawson No. 28504</td>
<td></td>
<td>TOTAL</td>
<td>303.00</td>
<td>14,544.00</td>
</tr>
<tr>
<td>12 months 4 dumpsters 30 Cu Yd Deodorized Compactor Haul Charge</td>
<td></td>
<td>UNIT</td>
<td>329.73</td>
<td>15,827.04</td>
</tr>
<tr>
<td>Pick ups: 1/week, Lawson No. 28505</td>
<td></td>
<td>TOTAL</td>
<td>1,327.25</td>
<td>63,708.00</td>
</tr>
<tr>
<td>12 dumpsters Delivery Charge for Temporary Can</td>
<td></td>
<td>UNIT</td>
<td>181.35</td>
<td>2,176.20</td>
</tr>
<tr>
<td>Pick ups: As Requested, Lawson No. 32247</td>
<td></td>
<td>TOTAL</td>
<td>95.95</td>
<td>1,151.40</td>
</tr>
</tbody>
</table>

**SUBTOTAL - Part 1**

<table>
<thead>
<tr>
<th>UNIT</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>175,639.88</td>
</tr>
<tr>
<td></td>
<td>230,845.08</td>
</tr>
</tbody>
</table>

**Part 2 On Call Dumpsters**

| 10 Pick ups/year on call 2 Dumpster | | UNIT | 49.46 | 989.20 |
| 4 Cu Yd Containers, Lawson No. 28488 | | TOTAL | 75.75 | 1,515.00 |
| 10 Pick ups/year on call 5 Dumpsters 6 Cu Yd Containers, Lawson No. 28493 | | UNIT | 60.45 | 3,027.50 |
| TOTAL | 75.75 | 3,787.50 |
| 10 Pick ups/year on call 4 Dumpsters 8 Cu Yd Containers, Lawson No. 28497 | | UNIT | 74.74 | 2,989.60 |
| TOTAL | 75.75 | 3,030.00 |
| 10 Pick ups/year on call 4 Dumpsters 20 Cu Yd Containers Haul Charge, Lawson No. 28500 | | UNIT | 285.76 | 11,430.40 |
| TOTAL | 326.41 | 13,056.40 |
| 10 Pick ups/year on call 4 Dumpster 20 Cu Yd Roll Off Containers, Lawson No. 31438 | | UNIT | 285.76 | 11,430.40 |
| TOTAL | 11,430.40 | 0.00 |
| 10 Pick ups/year on call 5 Dumpsters 30 Cu Yd Containers Haul Charge, Lawson No. 28502 | | UNIT | 285.76 | 14,288.00 |
| TOTAL | 376.63 | 18,831.50 |
| 10 Pick ups/year on call 6 Dumpsters 40 Cu Yd Containers Haul Charge, Lawson No. 28503 | | UNIT | 285.76 | 17,145.60 |
| TOTAL | 425.10 | 25,506.00 |

**SUBTOTAL - PART 2**

| TOTAL | 61,295.70 |
| | 65,726.40 |

**GRAND TOTAL - PARTS 1 & 2**

| TOTAL | 236,934.78 |
| | 296,571.48 |
SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449
TABULATION OF BIDS

PROPOSAL FOR
Garbage Disposal Service

TIME & DATE
(January 1, 2017 through December 31, 2017)
3:00 p.m., November 21, 2016

ITEM NO DESCRIPTION AND APPROXIMATE QUANTITY

| EXTENSION 1 | 236,934.78 |
| EXTENSION 2 | 236,934.78 |
| EXTENSION 3 | 236,934.78 |

Terms Net 30 days Net 30 days

*LOW BIDDER

BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:
AAA Sanitation Inc. Republic Services SAWS Website
Absolute Waste River City Waste
Apache Disposal South Waste
BFI Waste Systems Texas Disposal
Nation Waste Waste Mgmt.
Prostar Waste

SAWS Website
| UNIT | TOTAL | QUANTITY | PRICE | PRICE | TOTAL | PRICE | TOTAL | PRICE | TOTAL | PRICE | TOTAL | PRICE | TOTAL | PRICE | TOTAL | PRICE | TOTAL | PRICE | TOTAL |
|------|-------|----------|-------|-------|--------|-------|--------|-------|--------|-------|--------|-------|----------|--------|-------|--------|-------|--------|-------|--------|
| UNIT | TOTAL | QUANTITY | PRICE | PRICE | TOTAL | PRICE | TOTAL | PRICE | TOTAL | PRICE | TOTAL | PRICE | TOTAL | PRICE | TOTAL | PRICE | TOTAL | PRICE | TOTAL |
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SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

TABULATION OF BIDS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROPRIATE QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL AWARDED ITEMS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Ext. Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 1</td>
<td>1,401,795.85</td>
<td>300,056.00</td>
<td>553,500.00</td>
</tr>
<tr>
<td>Item 2</td>
<td>1,401,795.85</td>
<td>300,056.00</td>
<td>553,500.00</td>
</tr>
<tr>
<td>Item 3</td>
<td>1,401,795.85</td>
<td>300,056.00</td>
<td>553,500.00</td>
</tr>
<tr>
<td>Item 4</td>
<td>1,401,795.85</td>
<td>300,056.00</td>
<td>553,500.00</td>
</tr>
</tbody>
</table>

Terms:
- Net
- Net
- Net

Delivery:
- 25 days
- 35-37 days
- 25-35 days

*LOW BIDDER*

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

- Act Pipe
- Aqua-Metre
- Badger Meter Inc.
- Ferguson
- Fortiline
- HD Supply Waterworks
- Master Meter

- Nccro Meter
- Morrison Supply
- Mueller Systems
- Neptune
- Sensus
- Techline Pipe
- Zenner Performance Meters

- Demandstar
- SAWS Website

16-0036
**SAN ANTONIO WATER SYSTEM**  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  

**TABULATION OF BIDS**

**ITEM NO.**
**DESCRIPTION AND APPROXIMATE QUANTITY**

<table>
<thead>
<tr>
<th>1.</th>
<th>2,000 Hrs. (SAWS Normal Duty Hours)</th>
<th>PRICE/HOUR</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Services on Centrifugal Chillers shall include troubleshooting diagnosis and repairs as called for in the specifications</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2.</th>
<th>200 hours (SAWS After Duty Hours)</th>
<th>PRICE/HOUR</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Services on Centrifugal Chillers shall include troubleshooting diagnosis and repairs as called for in the specifications</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3.</th>
<th>Spectrochemical Oil Analyses Testing</th>
<th>PRICE/HOUR</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>30 hours</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>180,000 / Yr Parts and Materials (mark-ups not to exceed 20%)</th>
<th>TOTAL</th>
</tr>
</thead>
</table>

**TOTAL CONTRACT AMOUNT**

| EXTENSION 1 | EXTENSION 398,250.00 |
| EXTENSION 2 | EXTENSION 398,250.00 |
| EXTENSION 3 | EXTENSION 398,250.00 |
| EXTENSION 4 | EXTENSION 398,250.00 |

<table>
<thead>
<tr>
<th>Terms</th>
<th>1%</th>
<th>1%</th>
<th>Net</th>
<th>2%</th>
<th>Net</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10 days</td>
<td>20 days</td>
<td>30 days</td>
<td>10 days</td>
<td>30 days</td>
</tr>
</tbody>
</table>

***LOW BIDDER**

**BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY**
- Brandt
- Comfort Air
- Entech Sales & Service
- Johnson Controls, Inc.
- Service Mechanical Group, LLC
- Texas Chiller Systems, LLC
- The Trane Co.
- Demandstar Services
- SAWS Website
### SAN ANTONIO WATER SYSTEM

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

**TABULATION OF BIDS**

**Annual Contract for Maintenance and Inspection**

of Boilers at Dos Rios Water Recycling Center
(Dates of Award through December 31, 2017)

**DATE:** 3:00 p.m., November 26, 2016

---

**GROUP I: DOS RIOS WASTEWATER TREATMENT PLANT: INSPECTION AND CLEANING**

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 ca. Cleaver Brooks Hot Water Boilers</td>
<td>15,840.00</td>
<td>31,680.00</td>
</tr>
</tbody>
</table>

**Sub Total Group 1**

| Total | 31,680.00 |

---

**GROUP II: LABOR RATE FOR WORK PERFORMED BEYOND INSPECTION TROUBLESHOOTING, REPAIR WORK AND ADJUSTMENTS TO INCLUDE OPENING AND CLOSING BOILER DOORS FOR STATE INSPECTION**

<table>
<thead>
<tr>
<th>Item</th>
<th>Unit</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>200 Hours Regular Time Labor</td>
<td>130.00</td>
<td>26,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**Sub Total Group 2**

| TOTAL | 45,500.00 |

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**GROUP III: PARTS AND MATERIALS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cost Plus applies to all PARTS &amp; MATERIALS</td>
<td>50,000.00</td>
<td></td>
</tr>
</tbody>
</table>

**b. Add Cost Plus Mark Up % convert to decimal 0.20% x $50,000**

| | 10,000.00 |

**c. Total (a+b)**

| TOTAL | 60,000.00 |

**Sub Total for Group 3**

| TOTAL | * |

**Grand Total for Groups 1 - 3**

| TOTAL | 137,180.00 |

---

**EXTENSION 1**

| TOTAL | 137,180.00 |

**EXTENSION 2**

| TOTAL | 137,180.00 |

**EXTENSION 3**

| TOTAL | 137,180.00 |

**Terms**

| 10 days |

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**Delivery Days**

| 10 days |

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*LOW BIDDER*

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

- A Power Service
- Accuaire
- Affiliated Power Services
- Alamo Boiler
- Brandt
- Bud Griffin & Associates, Inc.
- Cleaver Brooks Sales & Service, Inc.
- Holman Boiler
- Holts Mechanical
- RPG Construction
ITEM
BID NO. 16-0181
MAINTENANCE AND INSPECTION OF BOILERS AT DOS RIOS WATER RECYCLING CENTER
SINGLE SOURCE

Bid No. 16-0181 solicited bids for the purchase of the Maintenance and Inspection of Boilers at Dos Rios Water Recycling Center. The purpose of this contract will be for inspection, troubleshoot, and perform minor adjustments on all boilers at the Dos Rios Wastewater Treatment Plant. Major Repairs will not be part of this contract.

Cleaver Brooks Sales & Service Inc. is the single responsible bidder for the purchase of the Maintenance and Inspection of Boilers at Dos Rios Water Recycling Center.

Ten vendors were invited to bid, but only one bid was received from Cleaver Brooks Sales & Service Inc. Two additional bids were received, but the vendors did not attend the pre bid meeting. A Mandatory pre bid meeting was necessary in order to view space constraints, view access to repair, and location of boilers. 700,000 gallons of wastewater sludge passes daily through the nine (9) sludge digesters. Part of the sludge digestion process requires heating the sludge to 95 Degrees F° and maintaining this temperature throughout the digestion process. The two large 120,000,000 BTU boilers, Digester Boilers No. 1 and 2 are Cleaver Brooks. Since Cleaver Brooks Sales & Service Inc. is the manufacturer of the equipment they are all qualified to provide Maintenance and Inspection of these two Boilers.

The bid submitted by Cleaver Brooks Sales & Service Inc. meets all the requirements of the specification.

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cleaver Brooks Hot Water Boiler</td>
<td>2 each</td>
<td>$15,840.00/per Boiler Inspection</td>
<td>$31,680.00</td>
</tr>
<tr>
<td>Regular Time Labor</td>
<td>200 hours</td>
<td>$130.00</td>
<td>$26,000.00</td>
</tr>
<tr>
<td>Over Time Labor</td>
<td>100 hours</td>
<td>$195.00</td>
<td>$19,500.00</td>
</tr>
</tbody>
</table>

Cost Plus applies to all parts & materials

(a) Estimated Annual Purchase $ 50,000 (a)

(b) Add Cost Plus Mark Up % 20% convert to decimal 0.20 X $50,000 $ 10,000.00 (b)

(c) Total (a + b) $ 60,000.00 (c)

TOTAL $ 137,180.00

• The award amount is $137,180.00
SUPPLEMENTARY COMMENTS:
Awards are being made based upon the Best Value Bid received per quadrant. The city is divided into four quadrants as follows: Northwest, Southwest, Southeast and Northeast. Having multiple stores under contract throughout the city allows staff to go to the most convenient location in order to purchase Safety Shoes.

Staff recommends that the contract be awarded based upon quadrants as follows: Northwest to Red Wing Brands of America (San Pedro Rd.), Local/Non-SMWB; Southwest to Red Wing Brands of America (SW Military Rd.), Local/Non-SMWB; Southeast to Gil’s Boots, Inc., Local/WBE and Northeast to Safety Shoe Distributor, LLP, local/SBE as the bidders 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>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. References/Similar prior experience</td>
<td>10</td>
</tr>
<tr>
<td>b. Supplemental Questionnaire</td>
<td>25</td>
</tr>
<tr>
<td>c. Customer Service/Site Visit Evaluation</td>
<td>10</td>
</tr>
<tr>
<td>d. Bidders Pricing</td>
<td>40</td>
</tr>
<tr>
<td>e. Small Minority Women Business Program Compliance</td>
<td>15</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

The contract value is based on an employee voucher amount of $140.00 per employee or 1,200 pairs of boots/shoes.

Vendors were selected based on criteria to determine “best value”, including the physical location of the store front.
System received bids from the following companies:

<table>
<thead>
<tr>
<th>NO.</th>
<th>BIDDER</th>
<th>DISCOUNT OFF MSRP</th>
<th>BEST VALUE SCORE</th>
<th>LOCAL/ SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>NORTHWEST QUADRANT</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>* Red Wing Brands of America.</td>
<td>15% off MSRP</td>
<td>322.75</td>
<td>Local/ Non-SMWB</td>
</tr>
<tr>
<td></td>
<td>(San Pedro Rd.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
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<td><strong>SOUTHWEST QUADRANT</strong></td>
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<td>2</td>
<td>* Red Wing Brands of America.</td>
<td>15% off MSRP</td>
<td>322.75</td>
<td>Local/ Non-SMWB</td>
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<tr>
<td></td>
<td>(S W Military Rd.)</td>
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<td><strong>SOUTHEAST QUADRANT</strong></td>
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<td>3</td>
<td>* Gil's Boots Inc. (Rigsby Rd.)</td>
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<td>483</td>
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<td>4a</td>
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<td>20% off MSRP</td>
<td>471.3</td>
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<td>(N. E. Loop 410 Rd.)</td>
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<td>(Walzem Rd.)</td>
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*Best Value Proposal*
Additionally, the overall SMWB analysis is shown in the following tables:

### Annual Contract For Purchase Of Safety Shoes & Boots Service Bid No. 16-0191

**VENDOR NAME: RED WING BRAND OF AMERICA NORTHWEST AND SOUTHWEST QUADRANTS**

<table>
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<tr>
<th>SMWB ANALYSIS – BOARD AWARD</th>
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<tr>
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<tr>
<td>MBE – African American</td>
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</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>
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<td>WBE – Minority</td>
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<td>WBE – Non-Minority</td>
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<tr>
<td>SMWB Total</td>
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### Annual Contract For Purchase Of Safety Shoes & Boots Service Bid No. 16-0191

**VENDOR NAME: GILS’S BOOTS, INC SOUTHEAST QUADRANT**

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<thead>
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<th>SMWB ANALYSIS – BOARD AWARD</th>
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</thead>
<tbody>
<tr>
<td>SBE</td>
<td>0.00%</td>
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<tr>
<td>MBE – African American</td>
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<tr>
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<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>
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<tr>
<td>WBE – Non-Minority</td>
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<tr>
<td>SMWB Total</td>
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### Annual Contract For Purchase Of Safety Shoes & Boots Service Bid No. 16-0191

**VENDOR NAME: SAFETY SHOE DISTRIBUTORS, LLP NORTHEAST QUADRANT**

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</thead>
<tbody>
<tr>
<td>SBE</td>
<td>100.00%</td>
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<tr>
<td>MBE – African American</td>
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<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>100.00%</td>
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PERIOD OF AWARD
Budgeted amount for 2017 is $168,000.00 and will be allocated amongst vendors as needed. Option years will be as provided for and approved in future year’s budgets. This contract will be utilized by System to issue vouchers to various field staff and employees to purchase Safety Shoes in various locations.

Contract period shall begin on January 10, 2017 and shall end on December 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 best value bids. Staff has determined that Red Wing Brand of America, Safety Shoe Distributor, LLP and Gil’s Boots, Inc. will provide services at the best value to System.
# SAN ANTONIO WATER SYSTEM

## Biennial Contract for Safety Shoes

**Time & Date:**
- **January 1, 2017 through December 31, 2017**
- **3:00 p.m., September 29, 2016**

### Tabulation of Bids

#### NORTHWEST

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<thead>
<tr>
<th>BRAND/MANUFACTURER OFFERED:</th>
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<td>LIST PRICE YEAR/DATE</td>
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#### PART 2

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<tr>
<td>Cost to SAWS</td>
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<td></td>
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<tr>
<td>Manufacturer, Model/Style</td>
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<tr>
<td>Cost to SAWS</td>
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<td>Manufacturer, Model/Style</td>
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#### PART 1

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<tr>
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<tr>
<td>15% Off MSRP</td>
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</table>
SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

TABULATION OF BIDS

PROPOSAL FOR
Biennial Contract for Safety Shoes

TIME & DATE
(January 1, 2017 through December 31, 2017)
3:00 p.m., September 29, 2016

ITEM NO DESCRIPTION AND APPROXIMATE QUANTITY

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<td>Cost to SAWS</td>
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**TOTAL**

| TOTAL | 12,795.60 | 19,633.80 |

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<td>% MARKUP FROM MANUFACTURER LIST PRICE</td>
<td>10% to 20% Below MSRP</td>
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<th>YEAR/DATE</th>
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<td>Sept. 2016</td>
</tr>
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## SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

### TABULATION OF BIDS

#### PROPOSAL

**FOR:** Biennial Contract for Safety Shoes  
**TIME & DATE:** 3:00 p.m., September 29, 2016

**ITEM NO.** | DESCRIPTION AND APPROXIMATE QUANTITY
--- | ---

### Part 2
#### SPECIFIC MODEL/STYLE OFFERED

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### Part 1
#### SOUTHWEST BRAND/MANUFACTURER OFFERED:

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### Part 2
#### SPECIFIC MODEL/STYLE OFFERED

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<th>COST</th>
<th>TOTAL</th>
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<td><strong>TOTAL</strong></td>
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SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
TABULATION OF BIDS

**PROPOSAL FOR TIME:**

**DATE:** 3:00 p.m., September 29, 2016

**ITEM NO.**

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<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Manufacturer, Model/Style #</td>
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<td>1. Cost to SAWS</td>
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<td>Manufacturer, Model/Style #</td>
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<td>Delivery</td>
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**BID INVITATIONS WERE MAILED TO AND/OR PICKED UP BY:**

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<th>Firestorm Industrial Safety Equip.</th>
<th>Demandstar Services</th>
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<tr>
<td>Royall Matthiessen Equip.</td>
<td>SAWS Website</td>
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<tr>
<td>Safety Shoe Distributors, LLP</td>
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<td>Safety Supply, Inc.</td>
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<tr>
<td>Sunbelt Mill Supply</td>
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<td>The Work Station</td>
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<td>Wesco Dist. Center</td>
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</table>
## SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

**TABULATION OF BIDS**

**Annual Contract for Hydromatic Parts and Service**

(January 1, 2017 through December 31, 2017)

**TIME & DATE:**

3:00 p.m., November 16, 2016

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>60 RP RDP</th>
<th>PARTS-30 MP</th>
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<tbody>
<tr>
<td><strong>GROUP 1</strong></td>
<td><strong>PARTS-60 RP RDP</strong></td>
<td><strong>PARTS-30 MP</strong></td>
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<tr>
<td>1.</td>
<td>O-Ring, Part No. 241-029-1, Lawson No.</td>
<td>6 ea.</td>
<td>10 sets</td>
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<tr>
<td>2.</td>
<td>Assy Check Valve Part No. 12612-061-5, Lawson No. 25016</td>
<td>2 ea.</td>
<td>6 ea.</td>
</tr>
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<td>3.</td>
<td>Piston Cup-Gasket, Part No. 12018-004-1, Lawson No. 25017</td>
<td>4 ea.</td>
<td>9 ea.</td>
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<tr>
<td>4.</td>
<td>Gasket, Part No. 12016-102-1, Lawson No.</td>
<td>3 ea.</td>
<td>34 ca.</td>
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<td>5.</td>
<td>Gasket, Part No. 12016-101-1, Lawson No.</td>
<td>3 ea.</td>
<td>25 ca.</td>
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<td>6.</td>
<td>O-Ring, Part No. 241-016-1, Lawson No.</td>
<td>6 ea.</td>
<td>34 ca.</td>
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<td>8.</td>
<td>Rotating Element/Power Head (Includes D.I. Impeller), Part No. 52634 0407, Lawson No. 25019</td>
<td>4 ca.</td>
<td>20 ca.</td>
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**GROUP 2**

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<th><strong>PARTS-60 RP RDP</strong></th>
<th><strong>PARTS-30 MP</strong></th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td>O-Ring, Part No. 00241-007-1, Lawson No.</td>
<td>10 sets</td>
<td>14 ca.</td>
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<tr>
<td>2.</td>
<td>Wear Plate, Part No. 01060-000-2, Lawson No. 14862</td>
<td>6 ea.</td>
<td>2 ca.</td>
</tr>
<tr>
<td>3.</td>
<td>Pump Wear Plate Part No. 01060-000-2, Lawson No. 15071</td>
<td>9 ea.</td>
<td>20 ca.</td>
</tr>
<tr>
<td>4.</td>
<td>Ring Wear Plate, Part No. 01037-002-1, Lawson No. 15423</td>
<td>34 ca.</td>
<td>17 ca.</td>
</tr>
<tr>
<td>5.</td>
<td>O-Ring, Part No. 00241-004-1, Lawson No. 14361</td>
<td>25 ca.</td>
<td>17 ca.</td>
</tr>
<tr>
<td>6.</td>
<td>Set Screw 3/8 x 1 1/2 30MP/40MPH, Part No. 00238-008-1, Lawson No. 15056</td>
<td>10 bx</td>
<td>30 ca.</td>
</tr>
<tr>
<td>7.</td>
<td>O-Ring, Part No. 00150-023-1, Lawson No. 14362</td>
<td>14 ca.</td>
<td>2 ca.</td>
</tr>
<tr>
<td>8.</td>
<td>Flap Valve Box Assembly, Part No. 51728-000-5, Lawson No. 9287</td>
<td>2 ca.</td>
<td>20 ca.</td>
</tr>
<tr>
<td>9.</td>
<td>Sleeve, Part No. 13484-000-1, Lawson No. 15947</td>
<td>20 ca.</td>
<td>17 ca.</td>
</tr>
<tr>
<td>10.</td>
<td>Piston Cup, Part No. 12014-001-1, Lawson No. 12778</td>
<td>17 ca.</td>
<td>30 ca.</td>
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<tr>
<td>11.</td>
<td>Set Screw Allan, Part No. 00517-005-1, Lawson No. 15689</td>
<td>30 ca.</td>
<td>11 ca.</td>
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**SUBTOTAL (Group 1)**

TOTAL: $30,510.28

**SUBTOTAL (Group 2)**

TOTAL: $43,602.96
## SAN ANTONIO WATER SYSTEM
### P. O. BOX 2449
### SAN ANTONIO, TEXAS 78298-2449
### TABULATION OF BIDS

**TABULATION OF BIDS**

**Annual Contract for Hydromatic Parts and Service**

**(January 1, 2017 through December 31, 2017)**

**TIME & DATE**

**3:00 p.m., November 16, 2016**

**ITEM NO.**

**DESCRIPTION AND APPROXIMATE QUANTITY**

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>12.</td>
<td>10 ca. Flap Valve, (Old Style), Part No. 01074-003-1, Lawson No.</td>
<td>UNIT</td>
<td>26.83</td>
<td>268.30</td>
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<tr>
<td>13.</td>
<td>2 ea. Stud-Dbl End 1/2-13x1-3/4&quot;, Part No. 01024-001-1, Lawson No. 16353</td>
<td>UNIT</td>
<td>4.47</td>
<td>8.94</td>
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<tr>
<td>14.</td>
<td>6 ca. Stud-Dbl End 7/16, #01079-003-1, Lawson No. 16354</td>
<td>UNIT</td>
<td>8.04</td>
<td>48.24</td>
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<tr>
<td>15.</td>
<td>1 ca. Gasket-Seal Plate, Part No. 01133-001-1, Lawson No.</td>
<td>UNIT</td>
<td>0.89</td>
<td>0.89</td>
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<tr>
<td>16.</td>
<td>2 ca. Flap Check Valve Assembly 3 IN Part No. 12011-010-5, Lawson No. 9285</td>
<td>UNIT</td>
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<td>554.72</td>
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<td>17.</td>
<td>4 ca. Cover Gasket, Part No. 12015-000-1, Lawson No. 12697</td>
<td>UNIT</td>
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<td>25.00</td>
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<tr>
<td>18.</td>
<td>1 ea. Inlet Elbow, No. 01059-002-2, Lawson No. 25023</td>
<td>UNIT</td>
<td>1,020.00</td>
<td>1,020.00</td>
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<tr>
<td>19.</td>
<td>3 ca. Impeller Bolt, Part No. 00568-001-1, Lawson 9745</td>
<td>UNIT</td>
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<td>18.75</td>
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<td>20.</td>
<td>3 ca. Impeller Washer &amp; Pin, Part No. 01039-000-5, Lawson No.</td>
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<td>22.</td>
<td>2 ea. Rotating Element/Power Head (Includes D.I. Impeller) Lawson No. 2502</td>
<td>UNIT</td>
<td>2,326.31</td>
<td>4,652.62</td>
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<td>23.</td>
<td>17 ca. Stat O Seal 30MP, Part No. 01037-002-1, Lawson No. 15848</td>
<td>UNIT</td>
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<td>75.99</td>
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<td>24.</td>
<td>1 ca. Seal Kit, Part No. 51700-038-7, Lawson No. 34491</td>
<td>UNIT</td>
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<td>465.25</td>
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<td>25.</td>
<td>4 ca. Snap Ring used for 30 and 40 MP, Part No. 00975-003-1, Lawson No. 34494</td>
<td>UNIT</td>
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<td>3.56</td>
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<td>26.</td>
<td>4 ca. Snap Ring, No. 00974-002-1, Lawson No. 34495</td>
<td>UNIT</td>
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<td>107.32</td>
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<td>27.</td>
<td>3 ca. Snap Ring, Part No. 0975-004-1, Lawson No. 34496</td>
<td>UNIT</td>
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<td><strong>SUBTOTAL (Group 2)</strong></td>
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<td><strong>15,444.21</strong></td>
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**GROUP 3 PARTS - 30 MPH**

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<tr>
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<td>1.</td>
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<td>2.</td>
<td>2 ea. Bearing, Part No. 00065-007-1, Lawson No. 34502</td>
<td>UNIT</td>
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<td><strong>SUBTOTAL (Group 3)</strong></td>
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<td><strong>8,482.05</strong></td>
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</table>
# SAN ANTONIO WATER SYSTEM

**Annual Contract for Hydromatic Parts and Service**  
(January 1, 2017 through December 31, 2017)  
3:00 p.m., November 16, 2016

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### TABULATION OF BIDS

<table>
<thead>
<tr>
<th>Group</th>
<th>PARTS - 40 MP</th>
<th>PARTS - 40 MPH</th>
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<tbody>
<tr>
<td><strong>1.</strong></td>
<td>Flap Valve Box Assy 40 MP-4 IN, Part No. 51729-000-5, Lawson No. 29443</td>
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<td><strong>2.</strong></td>
<td>Seal Kit, Part No. 51700-041-7, Lawson No. 34492</td>
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<td><strong>3.</strong></td>
<td>Snap Ring, Part No. 00975-005-1, Lawson No. 34497</td>
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<td><strong>4.</strong></td>
<td>Snap Ring, Part No. 00974-003-1, Lawson No. 34498</td>
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<td><strong>5.</strong></td>
<td>Bearing, Part No. 00065-005-1, Lawson No. 34503</td>
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**SUBTOTAL (Group 4)**  
TOTAL: 6,635.22

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<th><strong>Group 5</strong></th>
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<td><strong>2.</strong></td>
<td>Ring Elbow Inlet 40 MPH, Part No. 00241-007-1, Lawson No. 15285</td>
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<td><strong>3.</strong></td>
<td>Wear Plate, Part No. 00891-000-2, Lawson No. 14864</td>
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<td><strong>4.</strong></td>
<td>Stat-O-Seal, Part No. 01037-002-1</td>
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<td><strong>5.</strong></td>
<td>Set Screw 3/8 x 1 1/2 30 MPH/40 MPH, Part No. 00238-008-1, Lawson No. 15056</td>
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<tr>
<td><strong>6.</strong></td>
<td>Ring Wear Plate, Part No. 00150-024-1, Lawson No. 15422</td>
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<tr>
<td><strong>7.</strong></td>
<td>Flap Valve Box Assembly, #51729-000-5, Lawson No. 25027</td>
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<td><strong>8.</strong></td>
<td>Sleeve, Part No. 13484-001-1, Lawson No. 15948</td>
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<td><strong>9.</strong></td>
<td>Piston Cup, Part No. 12018-001-1, Lawson No. 12779</td>
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<td><strong>10.</strong></td>
<td>Flap Valve (old style), Part No. 00947-002-1, Lawson No.</td>
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<td><strong>11.</strong></td>
<td>Pump Washer, Part No. 00156-048-1, Lawson No. 15070</td>
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<td><strong>12.</strong></td>
<td>Screw-Flat Head, #01130-007-1, Lawson No. 15647</td>
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<td><strong>13.</strong></td>
<td>Flap Valve Assembly, Part No. 12012-010-5, Lawson No. 9284</td>
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<tr>
<td><strong>14.</strong></td>
<td>Gasket Part No. 12016-000-1, Lawson No.</td>
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**TADULATION OF BIDS**  
(Okeechobee Pumps 280751 10 West Beamer, TX 78006)
## SAN ANTONIO WATER SYSTEM

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

### TABULATION OF BIDS

**Annual Contract for Hydromalic Parts and Service**  
(January 1, 2017 through December 31, 2017)

3:00 p.m., November 16, 2016

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROPRIATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tr>
<td>4. ca.</td>
<td>Gasket Front 4 1/2 IN, Part No. 12017-000-1, Lawson No. 12658</td>
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<td>1. ca.</td>
<td>Inlet Elbow, #00889-002-2, Lawson No. 11659</td>
<td>1.413.67</td>
<td>1.413.67</td>
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<tr>
<td>3 ca.</td>
<td>Impeller Bolt, Part No. 02919-002-1, Lawson No. 9746</td>
<td>44.73</td>
<td>134.19</td>
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<tr>
<td>3 ca.</td>
<td>Impeller Washer, Part No. 03828-000-5, Lawson No. 13226</td>
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<td>10 ca.</td>
<td>HD 40 mph rotating assembly, Part No. 514980247, Lawson No. 44603</td>
<td>3.686.31</td>
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<td>14 ca.</td>
<td>O Ring 40 MPH, Part No. 00150-19-1, Lawson No. 33412</td>
<td>4.47</td>
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**SUBTOTAL (Group 5)**

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**Group 6 PARTS - 60 MPH**

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<th>DESCRIPTION AND APPROPRIATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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</thead>
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<tr>
<td>1. ca.</td>
<td>Seal Kit 60 MPH, Part No. 51700-048-7, Lawson No. 34493</td>
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<td>1.664.20</td>
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<tr>
<td>3 ca.</td>
<td>Snap Ring, Part No. 00974-004-1, Lawson No. 34499</td>
<td>44.73</td>
<td>134.19</td>
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<tr>
<td>3 ca.</td>
<td>Snap Ring, Part No. 00975-008-1, Lawson No. 34500</td>
<td>4.47</td>
<td>13.41</td>
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<tr>
<td>3 ca.</td>
<td>Snap Ring, Part No. 00975-015-1, Lawson No. 34501</td>
<td>6.25</td>
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<td>2 ca.</td>
<td>Bearing, Part No. 00065-012, Lawson No. 34504</td>
<td>98.41</td>
<td>196.82</td>
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**SUBTOTAL (Group 6)**

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<td>2,027.37</td>
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**Group 7 PARTS - 60 MPH**

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<thead>
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<th>ITEM NO.</th>
<th>DESCRIPTION AND APPROPRIATE QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tr>
<td>3 ca.</td>
<td>O-Ring, Part No. 00241-01-1, Lawson No. 14366</td>
<td>4.47</td>
<td>13.41</td>
</tr>
<tr>
<td>10 ca.</td>
<td>O-Ring, Part No. 00626-003-1, Lawson No. 14359</td>
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<td>44.70</td>
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<td>9 ca.</td>
<td>O-Ring, Part No. 00626-003-1, Lawson No. 14367</td>
<td>4.47</td>
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<td>6 ca.</td>
<td>Wear Plate, 6 Inch, Part No. 01934-000-2, Lawson No. 14865</td>
<td>921.57</td>
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<td>27 ca.</td>
<td>Stut-O-Seal, Part No. 01037-003-1, Lawson No. 15847</td>
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<tr>
<td>3 ca.</td>
<td>Bolt HHIC Screw 1/2 x 2IN 60 MPH, Part No. 00239-009-1, Lawson No. 9702</td>
<td>0.89</td>
<td>2.67</td>
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</tbody>
</table>
# SAN ANTONIO WATER SYSTEM

## Annual Contract for Hydromatic Parts and Service

**Service:**

- **Service Period:** January 1, 2017 through December 31, 2017
- **Due Date:** November 16, 2016

### Tabulation of Bids

#### Group 7

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Price</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>7</td>
<td>O-Ring (Large), Part No. 00150-027-1, Lawson No. 14391</td>
<td>6 sets</td>
<td>17.89</td>
<td>107.34</td>
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<td>8</td>
<td>Flap Valve Box Assembly, No. 12611-000-5, Lawson No. 15063</td>
<td>4 ea.</td>
<td>4,151.57</td>
<td>16,606.28</td>
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<tr>
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<td>Sleeve, Part No. 13484-002-1, Lawson No. 15949</td>
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**Subtotal (Group 7):** 149,344.58

#### Group 8

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**Subtotal (Group 8):** 26,021.51
**SAN ANTONIO WATER SYSTEM**

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

**TABULATION OF BIDS**

**Annual Contract for Hydromatic Parts and Service**

(January 1, 2017 through December 31, 2017)

**TIME & DATE:**

3:00 p.m., November 16, 2016

**ITEM NO.**

**DESCRIPTION AND QUANTITY**

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<td>1 ea.</td>
<td>O-Ring, Part No. 79-023-1, Lawson No. 14365</td>
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<td>Gasket Flap Check Valve 3 In, Part No. 001074-001-1, Lawson No. 12717</td>
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<td>Ring Inspection Cover Ino In, Part No. 00241 010 1, Lawson No. 15294</td>
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**Pick up or delivery of pump(s):**

0/trip

**Product Mfr. And Type Price List:**

Hydromatic

**Discount Off Price List (%):**

15%

**Multiplier for Discount:**

.85

**Effective Date of Price List:**

1/1/17
**SAN ANTONIO WATER SYSTEM**  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
TABULATION OF BIDS

**Annual Contract for Hydromatic Parts and Service**  
(January 1, 2017 through December 31, 2017)  
3:00 p.m., November 16, 2016

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**Terms**  
Net  
30 days

**Delivery Days**

*DENOTES LOW BIDDER*

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

CB Solutions  
El Paso Phoenix Pumps  
Envir-Pump of SA  
Industrial System  
Municipal Valve  
Odessa Pumps  
Pump Power  
RCI USA  
Smith Pump  

Demandstar  
SAWS Website
ITEM
BID NO. 16-4073
SINGLE SOURCE
PURCHASE HYDROMATIC PARTS & SERVICE

Bid No. 16-4073 solicited bids to purchase Hydromatic parts and service. The purpose of this contract is to provide Hydromatic pump parts and service for wastewater facilities operated by System. Hydromatic equipment are used on our lift stations and are located throughout Bexar County including the Transition and Edwards Aquifer Recharge Zone (EARZ).

Odessa Pumps is the single responsible bidder for the purchase of Hydromatic parts and service. Multiple pump resellers and distributors were invited to bid, but the only bid received was from Odessa Pumps. Responses from the other vendors who "no bid" included cited reasons as being "cannot meet specification" or "not a distributor for this area". Upon further investigations, Odessa Pumps is the sole authorized distributor for this area.

The bid submitted by Odessa Pumps meets all the requirements of the specifications in the bid. Odessa Pumps is the sole authorized distributor for this area for the purchase of Hydromatic parts and service.

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<tr>
<th>Description</th>
<th>Quantity</th>
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<th>Extended Price</th>
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<td>O-Ring Part No. 00241-010-1 Lawson No. 14366</td>
<td>3</td>
<td>$4.47</td>
<td>$13.41</td>
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<tr>
<td>Description</td>
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<tr>
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<tr>
<td>Wear Plate 6IN Part No. 01934-000-2 Lawson No.14865</td>
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<tr>
<td>Stat-O-Seal Part No. 01037-003-1 Lawson No.15847</td>
<td>27</td>
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<tr>
<td>Bolt HHC Screw 1/2 X 2IN 60MPH Part No. 00239-009-1 Lawson No.9702</td>
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<td>O-Ring (Large) Part No. 00150-027-1 Lawson No.14391</td>
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<tr>
<td>Flap Valve Box Assembly Part No. 12611-000-5 Lawson No.15063</td>
<td>4</td>
<td>$4151.57</td>
<td>$16,606.28</td>
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<tr>
<td>Sleeve Part No. 13484-002-1 Lawson No.15949</td>
<td>3</td>
<td>$88.52</td>
<td>$241.56</td>
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<tr>
<td>Gasket Piston Cup 60 MP Rubber Part No. 12018-002-1 Lawson No.12780</td>
<td>35</td>
<td>$71.57</td>
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<tr>
<td>Flap Valve (old style) Part No. 02848-000-1 Lawson No.12719</td>
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<td>Housing Flap Valve Part No. 12606-001-2 Lawson No.17187</td>
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<td>Flap Valve Assembly Part No. 12612-000-5 Lawson No.9286</td>
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<td>O-Ring Part No. 00241-023-1 Lawson No.</td>
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<td>$71.57</td>
<td>$143.14</td>
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<td>O-Ring Part No. 00241-15-1 Lawson No.14369</td>
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<td>$8.04</td>
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<td>Stat-O-Seal Part No. 02922-001-1 Lawson No.15849</td>
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<td>$4.47</td>
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<tr>
<td>Rubber Flap Gasket Part No.</td>
<td>4</td>
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<td>$465.24</td>
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</table>

5 of 6
<table>
<thead>
<tr>
<th>Part No.</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Total Cost</th>
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<tr>
<td>10434-000-1</td>
<td>Lawson No.250371109.47</td>
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<td>$1,109.47</td>
<td>$1,109.47</td>
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<td>Wear Plate Part No. 10444-000-2</td>
<td>Lawson No.14868</td>
<td>2</td>
<td>$35.78</td>
<td>$71.56</td>
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<tr>
<td>Gasket Part No. 8098-000-1</td>
<td>Lawson No.</td>
<td>2</td>
<td>$12096.83</td>
<td>$24193.66</td>
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<td>Rotating Element/Power Head (Includes D.I. Impeller)</td>
<td>Lawson No.25039</td>
<td>6</td>
<td>$277.36</td>
<td>$1,664.16</td>
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<tr>
<td>Valve Check 4IN 40RP-RPD ASSY Part No. 12012-040-5</td>
<td>Lawson No.9280</td>
<td>1</td>
<td>$17.89</td>
<td>$17.89</td>
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<td>Gasket Part No. 12016-100-1</td>
<td>Lawson No.12659</td>
<td>2</td>
<td>$53.67</td>
<td>$107.34</td>
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<tr>
<td>Hanger-Hinge, 4”</td>
<td>Part No. 14889-000-1</td>
<td>1</td>
<td>$40.26</td>
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<tr>
<td>O-Ring Part No. 150-040-1</td>
<td>Lawson No.14364</td>
<td>1</td>
<td>$7.15</td>
<td>$7.15</td>
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<tr>
<td>O-Ring Part No. 79-023-1</td>
<td>Lawson No.14365</td>
<td>3</td>
<td>$478.68</td>
<td>$1,436.04</td>
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<td>Wear Plate Part No. 891-004-2</td>
<td>Lawson No.14863</td>
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<td>$4438.78</td>
<td>$8,877.56</td>
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<td>Rotating Element/Power Head (Includes D.I. Impeller)</td>
<td>Lawson No.25042</td>
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<td>$357.80</td>
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<tr>
<td>Gasket Flap Check Valve 4 IN Neoprene Model Old Style Part no. P N00947 002</td>
<td>Lawson No.12718</td>
<td>4</td>
<td>$34.00</td>
<td>$136.00</td>
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<tr>
<td>Gasket Flap Valve 6 In 24070031</td>
<td>Lawson No.12720</td>
<td>10</td>
<td>$25.50</td>
<td>$255.00</td>
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<tr>
<td>Gasket Flap Check Valve 3</td>
<td>Part No. 001074-001-1</td>
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<td>$4.47</td>
<td>$178.80</td>
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<tr>
<td>Ring Inspection Cover Ino In Part No. 00241 010 1</td>
<td>Lawson No.15294</td>
<td>3</td>
<td>$34.73</td>
<td>$104.19</td>
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<tr>
<td>Gasket Boot 4 IN Rubber Use for Hydromatic Pump</td>
<td>Part No. 3544 000 1</td>
<td>Lawson No.12678</td>
<td>TOTAL</td>
<td>$306,117.89</td>
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</tbody>
</table>

- The award amount is $306,117.89
SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS  78298-2449  

TABULATION OF BIDS  
FOR  
Annual Contract for the Purchase and Delivery of  
NSF 60 Certified Bulk Salt  
(Date of Award through December 31, 2017)  

<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>63 ea. Estimated Annual No. of Sacks</td>
<td>273.60</td>
<td>0.137</td>
<td>0.111</td>
<td>0.13</td>
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<tr>
<td></td>
<td>Salt in Super Sacks</td>
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<tr>
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<td>800,000 Estimated Annual No. of Lbs.</td>
<td>0.111</td>
<td>0.13</td>
<td>0.111</td>
<td>0.13</td>
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<td></td>
<td>Salt in Bulk</td>
<td>88,800.00</td>
<td></td>
<td>104,000.00</td>
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</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>106,036.80</strong></td>
<td></td>
<td><strong>124,160.00</strong></td>
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</tbody>
</table>

**EXTENSION 1**  
106,036.80  

**EXTENSION 2**  
106,036.80  

**EXTENSION 3**  
106,036.80  

Terms  
Net  
30 days  

Delivery Days  
12 days  

*LOW BIDDER*  

BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY:  
Midwest Salt  
Morton Salt  
North American Salt Co.  
Salt Exchange, Inc.  
Southwest Engineers  
Surplus Salt  
United Salt Co.  
Univar  
Water Resource Co.  

Demandstar  
SAWS Website
**SAN ANTONIO WATER SYSTEM**  
**P. O. BOX 2449**  
**SAN ANTONIO, TEXAS 78298-2449**  
**TABULATION OF BIDS**  

**Annual Contract for Granular Activated Carbon (GAC) Media for the Removal of Disinfection Byproducts (DBP) Precursor Material**  
**(January 1, 2017 through December 31, 2017)**  
**3:00 p.m., November 22, 2016**

**BID INVITATIONS E-MAILED TO AND/OR PICKED UP BY**
- Ape Water  
- Calgon Carbon Corp.  
- California Carbon  
- Ceco Enviro  
- Evoqua Water Technologies  
- Filter Water  
- General Carbon  
- Jacobi Carbons  
- Mako Industries  
- Mind Spring  
- Nichem  
- TIGG, LLC  
- Univar  
- Demandstar  
- SAWS Website  

---

<table>
<thead>
<tr>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>PRICE/HOUR</th>
<th>TOTAL</th>
<th>BID NOT TABULATED</th>
<th>EXTENSION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 40 Hrs. Technical Support</td>
<td>1.11</td>
<td>133,200.00</td>
<td>*</td>
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</tr>
<tr>
<td>2. 120,000 Lbs. GAC media replacement, including disposal of spent media</td>
<td>1.15</td>
<td>138,000.00</td>
<td>1.16</td>
<td>139,200.00</td>
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<tr>
<td></td>
<td>1.49</td>
<td>178,800.00</td>
<td>1.51</td>
<td>181,200.00</td>
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</table>

**TOTAL CONTRACT AMOUNT**

<table>
<thead>
<tr>
<th>EXTENSION 1</th>
<th>EXTENSION 2</th>
<th>EXTENSION 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXTENSION</td>
<td>EXTENSION</td>
<td>EXTENSION</td>
</tr>
<tr>
<td>133,200.00</td>
<td>133,200.00</td>
<td>133,200.00</td>
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<tr>
<td>138,000.00</td>
<td>139,200.00</td>
<td>178,800.00</td>
</tr>
<tr>
<td>181,200.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**Delivery**  

*LOW BIDDER*  

**Gajeke, Inc.**
SUPPLEMENTARY COMMENTS:
Staff recommends that the contract be awarded to American Facility Services, Inc. Non-Local/Non-SMWB, as the bidder who will provide the 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 proposals were reviewed by an Evaluation Committee.

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

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Compensation Schedule</td>
<td>40</td>
</tr>
<tr>
<td>b. References/ Similar Prior Experience</td>
<td>25</td>
</tr>
<tr>
<td>c. Financial/Operational Stability</td>
<td>10</td>
</tr>
<tr>
<td>d. Equipment</td>
<td>10</td>
</tr>
<tr>
<td>c. Small, Minority and Woman Business Program Compliance</td>
<td>15</td>
</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

System received bids/proposals 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>*American Facility Services, Inc</td>
<td>$188,460.00</td>
<td>383.50 points</td>
<td>Non-Local/Non-SMWB</td>
</tr>
<tr>
<td></td>
<td>Ext 1: $188,460.00</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Ext 2: $188,460.00</td>
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<tr>
<td></td>
<td>Ext 3: $188,460.00</td>
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<tr>
<td></td>
<td>Total: $753,840.00</td>
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<td></td>
</tr>
<tr>
<td>2</td>
<td>BJ Corporation, dba National Building Service</td>
<td>$229,807.32</td>
<td>374.50 points</td>
<td>Local MBE-Asian</td>
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<tr>
<td></td>
<td>Ext 1: $229,807.32</td>
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<td></td>
<td>Ext 2: $229,807.32</td>
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<td>Ext 3: $229,807.32</td>
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<td>Total: $919,229.28</td>
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<tr>
<td>#</td>
<td>Company Name</td>
<td>Total Bid</td>
<td>Points</td>
<td>Status</td>
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<tr>
<td>3</td>
<td>ABM Janitorial Services-South Central, Inc. dba ABM Janitorial Services</td>
<td>$1,273,499.49</td>
<td>364.40</td>
<td>Local/ Non-SMWB</td>
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<td>4</td>
<td>McLemore Building Maintenance, Inc</td>
<td>$1,094,818.06</td>
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<td>5</td>
<td>Adelaide Services LLC</td>
<td>$1,278,311.00</td>
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<td>6</td>
<td>Treco Services Inc</td>
<td>$1,611,340.80</td>
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<td>7</td>
<td>3rd Generation Services</td>
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<td>295.95</td>
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<td>8</td>
<td>Maldonado Nursery &amp; Landscaping Inc.</td>
<td>$1,682,832.00</td>
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<td>9</td>
<td>Andrews &amp; Company LLC</td>
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<td>260.55</td>
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<tr>
<td>10</td>
<td>KD's Janitorial Services</td>
<td>Bid Non Responsive</td>
<td>Does not meet requirement</td>
<td></td>
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</table>
PERIOD OF AWARD:

Contract period shall begin on January 10, 2017 and shall end on December 31, 2017. The contract shall include three (3) additional one-year options to extend subject to future years budgets.

In determining the best value, staff considered relevant criteria specifically listed in the request for bid/proposal. Staff has determined that *American Facility Services, Inc.* will provide services at the best value to *System.*
REQUEST FOR PROPOSAL
FOR
METER READING SYSTEM
SAWS Bid # 16-16120

SUPPLEMENTARY COMMENTS:
Staff recommends that the contract be awarded to *Itron, Inc.* Non-Local/Non-SMW firm, as the bidder who will provide the 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 proposals were reviewed by an Evaluation Committee.

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

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Price Proposal</td>
<td>35</td>
</tr>
<tr>
<td>B. Technical Approach</td>
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</tr>
<tr>
<td>C. Prior Experience with Similar Projects</td>
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</tr>
<tr>
<td>D. Small, Minority and Woman Business Program Compliance</td>
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</tr>
<tr>
<td>TOTAL</td>
<td>100</td>
</tr>
</tbody>
</table>

System received proposals 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><em>Itron, Inc.</em></td>
<td>Base Period: $202,077</td>
<td>319.90 points</td>
<td>Non-Local/Non-SMW</td>
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<tr>
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<td>Extension 3: $52,604.70</td>
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<td></td>
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<td>Extension 4: $54,708.90</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Total: $408,608.04</td>
<td></td>
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</tr>
<tr>
<td>2</td>
<td>Dataveo</td>
<td>Base Period: $128,847</td>
<td>312.40 points</td>
<td>Local/Non-SMW</td>
</tr>
<tr>
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<td>Ext 1: $43,902</td>
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<tr>
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<td></td>
<td>Total: $308,845.20</td>
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</table>
Additionally, the overall SMWB analysis is shown in the following table:

| SBE | 0.00% |
| MBE - African American | 0.00% |
| MBE - Asian | 0.00% |
| MBE - Hispanic | 0.00% |
| MBE - Other | 0.00% |
| WBE - Minority | 0.00% |
| WBE - Non-Minority | 0.00% |
| SMWB Total | 0.00% |

PERIOD OF AWARD:

Contract period shall begin on January 7, 2016 and shall end on April 30, 2017. The contract shall include four (4) additional one-year options to extend subject to future years budgets.

In determining the best value, staff considered relevant criteria specifically listed in the request for proposal. Staff has determined that Itron, Inc. will provide services at the best value to System.
<table>
<thead>
<tr>
<th>Item Description</th>
<th>UOM</th>
<th>Qty</th>
<th>Substitution</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>BORIC ACID 4 PERCENT 20L,</td>
<td>EA 60</td>
<td>$57.25</td>
<td>$3,435.00</td>
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<tr>
<td>SODIUM THIOSULFATE 0.0250N 1L,</td>
<td>EA 36</td>
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<td>$4,058.16</td>
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<tr>
<td>POTASSIUM PERSULFATE 5%,</td>
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**TOTAL FOR GROUP 1: $171,550**

**TOTAL FOR GROUP 1A: $1,200.00**

**TOTAL FOR GROUP 1B: $1,151,300**

**TOTAL FOR GROUP 2: $1,151,300**
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TOTAL GROUP 4B: $13,053.51

TOTAL FOR GROUP 4A: $149.55

TOTAL FOR GROUP 3B: $149.55

TOTAL FOR GROUP 4A: $171.27
## SAN ANTONIO WATER SYSTEM

### PROPOSAL FOR:
Annual Contract for Laboratory Chemicals and Miscellaneous Supplies

### BID OPENING DATE:
October 21, 2016

### CONTRACT PERIOD:
January 3, 2017 to January 2, 2018

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GROUP 7 CHEMICALS - Ultra Scientific (No Substitution)

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GROUP 8 CHEMICALS - Non Substitution

RESERVED

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<td><strong>GROUP 5</strong> - Miscellaneous Supplies - Various Manufacturers (No Substitution)**</td>
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<td>1. BDM212539 Brand Name: BDM212539</td>
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<td>2. C135K-55 Brand Name: C135K-55</td>
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<td>3. 26265/EXL Brand Name: 26265/EXL</td>
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<td>4. Ricca Chemical Brand Name: Ricca Chemical</td>
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<td>1. CONTAINER Polypropylene Tainers</td>
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<tr>
<td>8. ZINC STD 1000 UG/ML, Mfr. Environmental Express / Part No. ICP-70N-1</td>
<td>EA</td>
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<td>$31.96</td>
<td>$63.92</td>
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<td>9. 4-BROMOFLUOROBENZENE 2500PPM, Mfr. NSI Solutions / Part No. 233M</td>
<td>EA</td>
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<td>$85.14</td>
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<td>11. ZINC STD 1000 UG/ML, Mfr. Environmental Express / Part No. ICP-70N-1</td>
<td>EA</td>
<td>2</td>
<td>$31.96</td>
<td>$63.92</td>
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**TOTAL FOR GROUP 9** | $28,831.30 | $16,906.90

**TOTAL FOR GROUP 10** | $3,157.64 | $1,964.90

**GROUP 11 - Miscellaneous Supplies - Various Manufacturers (No Substitution)** | | | | |
| 1. CONTAINER Polypropylene Tainers | EA | 4 | $73.08 | $292.32 |
| 2. ASMLATM CYTOFIX II TOPOCULT. Mfr. MICROBIOLOGICS | EA | 5 | $11.53 | $57.65 |
| 3. EPISHIELD ATOC NO BU53 Mfr. MICROBIOLOGICS | EA | 1 | $71.10 | $71.10 |
| 4. S-AUREUS ATCC NO 25923, Mfr. MICROBIOLOGICS | EA | 3 | $262.00 | $786.00 |
| 5. Syringe 10 ml Luer Lok Tip Environmental Express / PN S0010 200/pk | EA | 40 | $89.21 | $3,568.40 |
| 6. Wastewater Standard Universal Environmental Express/ Part # NSIQCI-084 (1 Liter/pack of 4) | EA | 4 | $157.25 | $629.00 |
| 7. IC BREAK CAP 1000/PK, Mfr. Environmental Express / Part No. SC0252 | EA | 2 | $122.55 | $245.10 |
| 8. ZINC STD 1000 UG/ML, Mfr. Environmental Express / Part No. ICP-70N-1 | EA | 2 | $31.96 | $63.92 |
| 9. 4-BROMOFLUOROBENZENE 2500PPM, Mfr. NSI Solutions / Part No. 233M | EA | 20 | $80.00 | $1,600.00 |
| 10. SYRINGE 500ul / Mfr. HAMILTON / Part No. 84887 | EA | 1 | $85.14 | $85.14 |

**TOTAL FOR GROUP 11** | $408.15 | $1,274.50

**GROUP 12 - Miscellaneous Supplies - Various Manufacturers (No Substitution)** | | | | |
| 1. CONTAINER Polypropylene Tainers | EA | 3 | $74.53 | $223.60 |
| 2. ASMLATM CYTOFIX II TOPOCULT. Mfr. MICROBIOLOGICS | EA | 5 | $11.53 | $57.65 |
| 3. EPISHIELD ATOC NO BU53 Mfr. MICROBIOLOGICS | EA | 1 | $71.10 | $71.10 |
| 4. S-AUREUS ATCC NO 25923, Mfr. MICROBIOLOGICS | EA | 3 | $262.00 | $786.00 |
| 5. Syringe 10 ml Luer Lok Tip Environmental Express / PN S0010 200/pk | EA | 40 | $89.21 | $3,568.40 |
| 6. Wastewater Standard Universal Environmental Express/ Part # NSIQCI-084 (1 Liter/pack of 4) | EA | 4 | $157.25 | $629.00 |
| 7. IC BREAK CAP 1000/PK, Mfr. Environmental Express / Part No. SC0252 | EA | 2 | $122.55 | $245.10 |
| 8. ZINC STD 1000 UG/ML, Mfr. Environmental Express / Part No. ICP-70N-1 | EA | 2 | $31.96 | $63.92 |
| 9. 4-BROMOFLUOROBENZENE 2500PPM, Mfr. NSI Solutions / Part No. 233M | EA | 20 | $80.00 | $1,600.00 |
| 10. SYRINGE 500ul / Mfr. HAMILTON / Part No. 84887 | EA | 1 | $85.14 | $85.14 |

**TOTAL FOR GROUP 12** | $408.15 | $1,274.50

**TOTAL FOR ALL SUBGROUPS** | $38,742.59 | $23,150.49
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<td>CAP KIM-KAP PP NATURAL 20 MM</td>
<td>CA 144</td>
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<td>73665-20</td>
<td>RACK TEST TUBE GREEN 16MM UNWIRE</td>
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<td>BOTTLE 1000ML BOSTON ROUND AMB</td>
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<tr>
<td>PCS-211 VIAL 8ML AMBER</td>
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<td>60911B-2 FERRULE 1/8 FITT 1/8 TUBE GVF</td>
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AGAR BILE ESCULIN, Product #: C5180 , Mfr. Hardy Diagnostics

BA SCRAPER HDPE W/ 36 HANDLE, Product #: F36831-0000 , Mfr. Bel-Art Products

SOLIDS STANDARD UNIVERSAL, Product #: F95005UH , Mfr. Ultra Scientific

17

18

19

20

21

22

CA

PH

200

10

15

TOTAL FOR GROUP 15

GRAND TOTAL

200

STARCH POTASSIUM IODIDE STRIP, Product #: BD260, Mfr. Precision Laboratories

16

EA

8

20

PK

SLUDGE MEASURING TOOL 15FT, Product #: B01386WA, Mfr. Nasco

15

PH

PK

DPD TOTAL CHLORINE 10ML 100/PK , Product #: RP012-0, Mfr. Lovibond

LEAD ACETATE PAPER, Product #: AD175, Mfr. Precision Laboratories

14

20

10

TUBING ID 0.01 WALL 0.035 ORG, Product #: A053418E-TY, Mfr. Tygon

13

PH

80

EA

TUBING ID 0.04 WALL 0.033 WHT, Product #: A053411E-TY, Mfr. Tygon

12

PH

35

PASTEUR PIPET BOROSILICATE9IN , Product #: P-2904-2, Mfr. Kimble-Chase

TUBING ID 0.03 WALL 0.033 BLK, Product #: A053408E-TY, Mfr. Tygon

11

PH

10

10

TUBING ID 0.01 WALL 0.035 ORG, Product #: A053402E-TY, Mfr. Tygon

10

PH

3

EA

MEMBRANE FILTER 0.45 200/PK, Product #: A045H047Y, Mfr. Advantec

9

CA

20

10

SAFETY COATED FILTERING FLASK, Product #: 9537604002, Mfr. Kimble-Chase

8

CA

EA

100 ML LUER LOK SYRINGE, Product #: 888114030, Mfr. Covidien

7

50

EA

10

KIT MEMBRANE FOR LAB PROBE, Product #: 59895, Mfr. YSI Laboratory

6

150

EA

3

EA

KIT MEMBRANE FOR LAB PROBE, Product #: 5906YSI, Mfr. YSI Laboratory

Mfr. Corning / Part No. 1373 160

CA

1373-160

YSI Laboratory

59880

YSI Laboratory

59895

BD Vacutainer

309646

Kimble-Chase

27060-4000

Advantec MFS

A045H047Y

Saint Gobain

AAD04091

Saint Gobain

AAD04119

Saint Gobain

AAD04127

Saint Gobain

AAD04091

Precision Labs

175-24V-100

Nasco

B01386WA

Precision Labs

160-24V-100

Environmental Express

BPC1183

Remel

R452362

Bel Art Products

F36831-0001

Ultra Scientific

USQC1711

Kimble-Chase

63B92

Tintometer

530120

Part No.

Brand Name:

Part No.

Brand Name:

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Part No.

Brand Name:

Part No.

Corning Life Sci

Brand Name:

BOTTLE DILUTION 160ML WIDE MOUTH 99ML MARK

3

2427606

PK

Supply Solutions

Substitution

Part No.

Qty

Brand Name:

UOM

GLASS SAMPLE CELL 10mL, 1" ROUND GLASS Product #: 2427606,
Mfr HACH

5

4

3

Item Description

CONTRACT PERIOD: January 3, 2017 to January 2, 2018
NO. OF EXT.:
4

October 21, 2016

Annual Contract for Laboratory Chemicals and
Miscellaneous Supplies

BID OPENING DATE:

PROPOSAL FOR:

SAN ANTONIO WATER SYSTEM
P.O. Box 2449
San Antonio, Texas 78298-2449
TABULATION OF BIDS

16-0639

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Fisher Scientific
300 Industry Dr.
Pittsburgh, PA 15275
38.61 $

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16.69 $

16.57 $

69.20 $

79.78 $

174.40 $

39.08 $

19.87 $

123.66 $

18.49 $

115.78 $

134.02 $

107.43 $

115.78 $

88.14 $

77.09 $

57.73 $

20.77 $

50.56 $

364.68 $

Unit
Price
115.83

464,149.01

47,307.71

3,338.00

165.70

692.00

797.80

1,744.00

7,816.00

198.70

1,854.90

147.92

2,315.60

2,680.40

8,594.40

4,052.30

881.40

231.27

1,154.60

1,038.50

7,584.00

1,094.04

Extended
Price

12

Part No.

Brand Name:

Part No.

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Brand Name:

Part No.

Brand Name:

63B92

Lovibond

72050-900

Kimble-Chase

F95005UH

Env Express

F368310000

Bel Art

C5180

Hardy

LPW016100002

C&G Containers

90754/MN

CTL Labs

B0138WA/NC

Nasco

175

Prec Labs

Blue/Blue-2br

Ormantine

Whi/Whi-2br

Ormantine

Blk/Blk-2br

Ormantine

Orng/Blue-2br

Ormantine

A045H047Y/M

Advantec

953760-4002

Kimble-Chase

8881114030

Covidien

059895/YSI

YSI

5906-YSI

YSI

1373-160/C2

Corning

2427606/HA

Hach

Substitution

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BVA Scientific, Inc.
231 E. Nakoma, Suite 300
San Antonio, TX 78216
31.35 $

$

17.86 $

63.10 $

81.45 $

87.80 $

52.50 $

37.77 $

9.75 $

106.70 $

33.55 $

17.80 $

17.80 $

17.80 $

17.80 $

61.70 $

184.50 $

111.98 $

23.30 $

49.25 $

296.10 $

Unit
Price

3,572.00

631.00

814.50

878.00

525.00

7,554.00

97.50

1,600.50

268.40

356.00

356.00

1,424.00

623.00

617.00

553.50

2,239.60

1,165.00

7,387.50

888.30

94.05

495,406.73

32,276.45

Extended
Price

Part No.

Brand Name:

Part No.

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Part No.

Brand Name:

Part No.

Brand Name:

530120

Lovibond

14672-380

VWR Int'l

F95005UH

Env Express

PK

Bel Art

C5180

Hardy Diag

BPC1183

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Taylor Distribution Group, LLC
10410 Waterview Parkway
Rowlett, TX
Daniel Scientific

160-25V-100

Laboratory

B0138WA

Nasco

175-25V

Prec Labs

A053418E-TY

Tygon

A053411E-TY

Tygon

A053408E-TY

Tygon

A053402E-TY

Tygon

A045H047

Advantec

953760

Kimble-Chase

8881114030

Covidien

605306

YSI

59880

YSI

1373-160

Corning

2427606

Hach

Substitution

$

26.25 $

61.86 $

87.63 $

93.38 $

62.00 $

36.95 $

20.10 $

181.34 $

22.16 $

71.31 $

66.06 $

68.56 $

69.44 $

72.00 $

226.87 $

95.11 $

47.37 $

47.37 $

409.28 $

35.28 $

Unit
Price

518,330.57

44,395.47

5,250.00

618.60

876.30

933.80

620.00

7,390.00

201.00

2,720.10

177.28

1,426.20

1,321.20

5,484.80

2,430.40

720.00

680.61

1,902.20

2,368.50

7,105.50

1,227.84

105.84

Extended
Price

Premiere Scientific, LLC
1002 Avenue T, Ste. 200
Grand Prairie, TX 75050

NON-RESPONSIVE

F281-629 (Rev. 5/92)

Lancer Sales USA, Inc.
1150 Emma Oaks Trail #140
Lake Mary, FL 32746

NON-RESPONSIVE


### TABULATION OF BIDS

**BID OPENING DATE:** October 21, 2016  
**CONTRACT PERIOD:** January 3, 2017 to January 2, 2018  
**NO. OF EXT.:** 4

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**Substitution**

| Fisher Scientific | 300 Industry Dr.  
Phila, PA 19155 |

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

- 1i Group LLC
- A Bargas & Associates
- Advance Scientific & Chemical
- AG Scientific
- Aldermere, Associates
- AG-Tek Pro LLC
- Analytical Science
- Analytical Scientific
- Arcady Electronics Inc.
- Armstrong Forensic Laboratory
- BankLab laboratories
- Bio/Chem Supply
- Biological Solutions
- BVA Scientific
- Capital Scientific
- DBA Burgoon Company Ever Partners
- Destiny Electrical Supply
- DRE, Analytical
- Eppendorf North America
- New England Scientific
- Essex Inc USA
- Fisher Scientific
- Fox Scientific
- Premiere Scientific

**Lancer Sales USA, Inc.**  
1150 Emma Oaks Trail #140  
Lake Mary, FL 32746

**Fisher Scientific**  
300 Industry Dr.  
Philadelphia, PA 19155

**BVA Scientific, Inc.**  
231 E. Nakoma, Suite 300  
San Antonio, TX 78216

**Taylor Distribution Group, LLC**  
10410 Waterview Parkway  
Rowlett, TX

**Premiere Scientific, LLC**  
1002 Avenue T, Ste. 200  
Grand Prairie, TX 75050

**A kW of Power To...**  
500/500 Website
SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  

TABULATION OF BIDS  

PROPOSAL: Annual Contract for  
FOR: Outdoor Wireless Service Maintenance & Repair Parts  
TIME & DATE: (January 2, 2017 through January 3, 2018)  
3:00 p.m., November 21, 2016  

ITEM NO  
DESCRIPTION AND APPROXIMATE QUANTITY  

| BASE YEAR: January 3, 2017 to January 2, 2018 |
|---|---|---|
| Item 1 | INSTALLATION SERVICE |
| 250 Hours  |
| 1. Installation Service (Rate per Crew)  |
| 250 Hours  |
| 2. Installation Service (with rig truck use) Rate per Crew  |
| Item 2 | On Call Service Maintenance |
| 400 Hours  |
| 1. Skilled/Tower Work - Regular Rate per Crew  |
| 50 hours  |
| 2. Skilled/Tower Work - Overtime Rate per Crew  |
| Item 3 | Equipment Support (Cranes and man lifts) |
| Estimated Annual Usage  |
| Item 4 | Miscellaneous Repair Parts |
| Discount based on manufacturer's list price  |
| Estimated annual usage $20,000.00  |
| Less SAWS discount ($21,000 x %)  |
### SAN ANTONIO WATER SYSTEM

**P. O. BOX 2449**

**SAN ANTONIO, TEXAS 78298-2449**

**TABULATION OF BIDS**

**PROPOSAL**

Annual Contract for

**FOR**

Outdoor Wireless Service Maintenance & Repair Parts

**TIME & DATE**

(January 2, 2017 through January 3, 2018)

**DATE**

3:00 p.m., November 21, 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>Item 4</td>
<td><strong>BASE YEAR TOTAL (ITEMS 1-4)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>EXTENSION 1: January 3, 2018 to January 2, 2019</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Item 1</td>
<td>INSTALLATION SERVICE</td>
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<tr>
<td>250 Hours</td>
<td>Installation Service (Rate per Crew)</td>
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<tr>
<td>250 Hours</td>
<td>Installation Service (with rig truck use) Rate per Crew</td>
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<tr>
<td>Item 2</td>
<td>On Call Service Maintenance</td>
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<tr>
<td>400 Hours</td>
<td>Skilled/Tower Work - Regular Rate per Crew</td>
<td></td>
<td></td>
</tr>
<tr>
<td>50 hours</td>
<td>Skilled/Tower Work - Overtime Rate per Crew</td>
<td></td>
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</tr>
<tr>
<td>Item 3</td>
<td>Equipment Support (Cranes and man lifts)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td></td>
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<tr>
<td></td>
<td>PERCENT DISCOUNT</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Less SAWS discount ($10,000 x )</strong>%</td>
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</tr>
<tr>
<td>Item 4</td>
<td>Miscellaneous Repair Parts</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Discount based on manufacturer's list price</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>Estimated annual usage $20,000.00</td>
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**SUBTOTAL**

<table>
<thead>
<tr>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tbody>
<tr>
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</table>

**TOTAL**

<table>
<thead>
<tr>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tbody>
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**DISCOUNT**

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<tr>
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<th>DISCOUNT</th>
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<tbody>
<tr>
<td>15%</td>
<td>3%</td>
</tr>
<tr>
<td>7.5%</td>
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</table>

**SUBTOTAL**

<table>
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<th>TOTAL</th>
</tr>
</thead>
<tbody>
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**DISCOUNT**

<table>
<thead>
<tr>
<th>PERCENT DISCOUNT</th>
<th>DISCOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>17%</td>
<td>3%</td>
</tr>
<tr>
<td>20%</td>
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</table>

**SUBTOTAL**

<table>
<thead>
<tr>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

TABULATION OF BIDS

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Less SAWS discount ($21,000 x %)</td>
<td>-3,400.00</td>
<td>-3,400.00</td>
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<tr>
<td></td>
<td>TOTAL FOR ITEM 4</td>
<td>16,600.00</td>
<td>16,600.00</td>
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<tr>
<td></td>
<td>EXTENSION 1 TOTAL (ITEMS 1-4)</td>
<td>207,600.00</td>
<td>207,600.00</td>
</tr>
<tr>
<td>Item 1</td>
<td>INSTALLATION SERVICE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>250 Hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Installation Service (Rate per Crew)</td>
<td>175.00</td>
<td>43,750.00</td>
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<td></td>
<td>250 Hours</td>
<td>225.00</td>
<td>56,250.00</td>
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<td>Item 1</td>
<td>Subtotal</td>
<td>100,000.00</td>
<td>100,000.00</td>
</tr>
<tr>
<td>Item 2</td>
<td>On Call Service Maintenance</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>400 Hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Skilled/Tower Work - Regular Rate per Crew</td>
<td>175.00</td>
<td>70,000.00</td>
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<tr>
<td></td>
<td>50 hours</td>
<td>250.00</td>
<td>12,500.00</td>
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<tr>
<td>Item 2</td>
<td>Subtotal</td>
<td>82,500.00</td>
<td>82,500.00</td>
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<tr>
<td>Item 3</td>
<td>Equipment Support (Cranes and man lifts)</td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td></td>
<td>Estimated Annual Usage</td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td></td>
<td>Less SAWS discount ($10,000 x %)</td>
<td>-1,500.00</td>
<td>-1,500.00</td>
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<tr>
<td></td>
<td>Total for Item 3</td>
<td>8,500.00</td>
<td>8,500.00</td>
</tr>
<tr>
<td>Item 4</td>
<td>Miscellaneous Repair Parts</td>
<td>17%</td>
<td>3%</td>
</tr>
<tr>
<td></td>
<td>Discount based on manufacturer's list price</td>
<td>20%</td>
<td>20%</td>
</tr>
</tbody>
</table>
SAN ANTONIO WATER SYSTEM  
P. O. BOX 2449  
SAN ANTONIO, TEXAS 78298-2449  
TABULATION OF BIDS

PROPOSAL: Annual Contract for  
FOR: Outdoor Wireless Service Maintenance & Repair Parts  
TIME & DATE: (January 2, 2017 through January 3, 2018)  
3:00 p.m., November 21, 2016

<table>
<thead>
<tr>
<th>ITEM NO</th>
<th>DESCRIPTION AND APPROXIMATE QUANTITY</th>
<th>SUBTOTAL</th>
<th>TOTAL</th>
<th>SUBTOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Estimated annual usage $20,000.00</td>
<td>20,000.00</td>
<td>20,000.00</td>
<td>20,000.00</td>
</tr>
<tr>
<td></td>
<td>Less SAWS discount ($21,000 x %)</td>
<td>-3,400.00</td>
<td>-600.00</td>
<td>-4,000.00</td>
</tr>
<tr>
<td></td>
<td>TOTAL FOR ITEM 4</td>
<td>16,600.00</td>
<td>19,400.00</td>
<td>16,000.00</td>
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</tbody>
</table>

EXTENSION 2 TOTAL (ITEMS 1-4)  
TOTAL 207,600.00  
207,750.00  
257,323.00

Item 1  
INSTALLATION SERVICE  
250 Hours  
1. Installation Service (Rate per Crew)  
UNIT PRICE  
TOTAL 43,750.00  
46,250.00  
60,435.00

Item 2  
On Call Service Maintenance  
400 Hours  
1. Skilled/Tower Work - Regular Rate per Crew  
UNIT PRICE  
TOTAL 70,000.00  
74,000.00  
96,696.00

Item 3  
Equipment Support (Cranes and man lifts)  
Estimated Annual Usage  
UNIT PRICE  
TOTAL 10,000.00  
10,000.00  
10,000.00

Less SAWS discount ($10,000 x %)  
PERCENT DISCOUNT  
TOTAL -1,500.00  
-300.00  
-750.00

Total for Item 3  
SUBTOTAL 8,500.00  
9,700.00  
9,250.00
PROPOSAL
Annual Contract for
Outdoor Wireless Service Maintenance & Repair Parts

TABULATION OF BIDS

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

TIME &
(January 2, 2017 through January 3, 2018)

DATE
3:00 p.m., November 21, 2016

ITEM NO | DESCRIPTION AND APPROXIMATE QUANTITY
--- | ---

**Item 4** | Miscellaneous Repair Parts

Discount based on manufacturer's list price | 17% | 3% | 20%

Estimated annual usage $20,000.00

Less SAWS discount ($21,000 x %)

Total for Item 4 | SUBTOTAL | 16,600.00 | 19,400.00 | 16,000.00

**EXTENSION 3 TOTAL (ITEMS 1-4)**

TOTAL | 207,600.00 | 216,750.00 | 257,323.00

**Item 1** | INSTALLATION SERVICE

250 Hours | UNIT | PRICE | TOTAL
--- | --- | --- | ---
Installation Service (Rate per Crew) | 125.00 | 195.00 | 241.74

250 Hours | UNIT | PRICE | TOTAL
--- | --- | --- | ---
Installation Service (with rig truck use) Rate per Crew | 225.00 | 225.00 | 241.74

**Item 2 Subtotal** | SUBTOTAL | 100,000.00 | 105,000.00 | 120,870.00

**Item 2** | On Call Service Maintenance

400 Hours | UNIT | PRICE | TOTAL
--- | --- | --- | ---
Skilled/Tower Work - Regular Rate per Crew | 175.00 | 195.00 | 241.74

50 hours | UNIT | PRICE | TOTAL
--- | --- | --- | ---
Skilled/Tower Work - Overtime Rate per Crew | 250.00 | 292.00 | 290.14

**Item 2 Subtotal** | TOTAL | 82,500.00 | 92,600.00 | 111,203.00

**Item 3** | Equipment Support (Cranes and man lifts)

Estimated Annual Usage

Less SAWS discount ($10,000 x %)

Total for Item 3 | SUBTOTAL | 8,500.00 | 9,700.00 | 9,250.00
# SAN ANTONIO WATER SYSTEM
P. O. BOX 2449
SAN ANTONIO, TEXAS 78298-2449

## TABULATION OF BIDS

### PROPOSAL
Annual Contract for
Outdoor Wireless Service Maintenance & Repair Parts

### TIME & DATE
January 2, 2017 through January 3, 2018
3:00 p.m., November 21, 2016

### TABULATION

#### ITEM NO. | DESCRIPTION AND APPROXIMATE QUANTITY
--- | ---

<table>
<thead>
<tr>
<th>Item 4</th>
<th>Miscellaneous Repair Parts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discount based on manufacturer's list price</td>
<td>17%</td>
</tr>
<tr>
<td>Estimated annual usage $20,000.00</td>
<td>20,000.00</td>
</tr>
<tr>
<td>Less SAWS discount ($21,000 x %)</td>
<td>-3,400.00</td>
</tr>
<tr>
<td>Total for Item 4</td>
<td>SUBTOTAL</td>
</tr>
<tr>
<td>EXTENSION 4 TOTAL (ITEMS 1-4)</td>
<td>TOTAL</td>
</tr>
<tr>
<td>GRAND TOTAL (BASE YEAR, EXTENSIONS 1, 2, 3 AND 4)</td>
<td>TOTAL</td>
</tr>
</tbody>
</table>

Terms

- 5%
- Net 10 days
- Net 30 days

Delivery Days

### LOW BIDDER

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

- JTS
- 33 Solutions
- ABIS Inc.
- Absolute Communications & Network
- AC Cable & Communications
- Ace Audio Communications
- Ace Communications
- Alpha Omega Wireless
- Avant Datascomm Solutions
- Aztec Communications
- Consolidated Telecom Services
- Double Radius
- Industrial Communications
- McCoulum Electronics
- Mobile Communications Services
- Motorola Solutions
- Purchase Power Exchange
- RZ Communications
- Sciento Wireless
- Trico Tower Service
- TTREI Group LLC dba Telconus
- Vertical 1 Communications

- Demandstar
- SAWS Website
- Net 30 days
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 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: January 10, 2017

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 the 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 five tracts, which total 152.36 acres; 1,885 water Equivalent Dwelling Units (EDUs); and 1,651 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 O’Reilly Auto Parts Tract is located within the City of San Antonio Extra Territorial Jurisdiction, outside the System’s water CCN and inside the wastewater CCN. The USA provides 10 EDUs of water and 5 EDUs of wastewater services.
- The River Rock Ranch 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 119 EDUs of water and 119 EDUs of wastewater services.
- The Rentz Dietz-Elkhorn Tract is located outside the City of San Antonio Extra Territorial Jurisdiction, outside the System’s water CCN and outside the wastewater CCN. The USA provides 22 EDUs of water and 22 EDUs of wastewater services.
The Mansions at La Cantera Apartments Tract is located within the City of San Antonio limits, inside the System’s water CCN and inside the wastewater CCN. The USA provides 499 EDUs of water and 480 EDUs of wastewater services.

The NWC Bulverde Tract is located within the City of San Antonio limits, inside the System’s water CCN and inside the wastewater CCN. The USA provides 1,235 EDUs of water and 1,025 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>O'Reilly Auto Parts Tract</td>
<td>O'Reilly Auto Enterprises, LLC</td>
<td>0.976</td>
<td>10</td>
<td>5</td>
<td>CoSA ETJ</td>
<td>EARZ</td>
<td>CCN OR OUT</td>
<td>IN</td>
<td>OUT</td>
</tr>
<tr>
<td>2</td>
<td>River Rock Ranch Tract</td>
<td>Green Land Ventures, LTD</td>
<td>40</td>
<td>119</td>
<td>119</td>
<td>CoSA ETJ</td>
<td>EARZ</td>
<td>CCN IN OUT</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Rentz Dietz-Elkhorn Tract</td>
<td>Gerald W. Rentz, Jr. and Lisa Rentz</td>
<td>4.29</td>
<td>22</td>
<td>22</td>
<td>Outside</td>
<td>EARZ</td>
<td>CCN OUT OUT</td>
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<tr>
<td>4</td>
<td>Mansions at La Cantera</td>
<td>ARIW 16-6, Inc.</td>
<td>46.18</td>
<td>499</td>
<td>480</td>
<td>CoSA</td>
<td>EARZ</td>
<td>IFC IN IN</td>
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<tr>
<td>5</td>
<td>NWC Bulverde</td>
<td>HEB Grocery Company, LP</td>
<td>60.91</td>
<td>1,235</td>
<td>1,025</td>
<td>CoSA</td>
<td>EARZ</td>
<td>OVR IN IN</td>
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</table>

**Totals**  

<table>
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<tr>
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<th></th>
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<th><strong>W</strong></th>
<th><strong>WW</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td><strong>152.36</strong></td>
<td><strong>1,885</strong></td>
<td><strong>1,651</strong></td>
</tr>
</tbody>
</table>

**Acronyms:**

- EARZ = Edwards Aquifer Recharge Zone
- OVR = Oversizing
- CCN = Certificate of Convenience and Necessity
- CZ = Edwards Aquifer Contributing Zone
- WW = Wastewater
- IFC = Impact Fee Credits
- CoSA = City of San Antonio limits
- ETJ = Extraterritorial Jurisdiction
UTILITY SERVICE AGREEMENT TO THE SPECIFIED TRACT REQUIRING OVERSIZING AND/OR OUTSIDE THE SYSTEM’S WATER AND/OR WASTEWATER CCN

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>
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<td>1</td>
<td>O’Reilly Auto Parts Tract</td>
<td>$47,770.00</td>
<td>$16,530.00</td>
<td>$64,300.00</td>
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<tr>
<td>2</td>
<td>River Rock Ranch Tract</td>
<td>$578,459.00</td>
<td>$393,414.00</td>
<td>$971,873.00</td>
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<tr>
<td>3</td>
<td>Rentz Dietz-Elkhorn Tract</td>
<td>$106,942.00</td>
<td>$72,732.00</td>
<td>$179,674.00</td>
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<td>4</td>
<td>Mansions at La Cantera Apartments Tract</td>
<td>$2,425,639.00</td>
<td>$1,586,880.00</td>
<td>$4,012,519.00</td>
</tr>
<tr>
<td>5</td>
<td>NWC Bulverde Tract</td>
<td>$5,899,595.00</td>
<td>$3,388,650.00</td>
<td>$9,288,245.00</td>
</tr>
<tr>
<td></td>
<td><strong>Totals</strong></td>
<td><strong>$9,058,405.00</strong></td>
<td><strong>$5,458,206.00</strong></td>
<td><strong>$14,516,611.00</strong></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>5</td>
<td>NWC Bulverde Tract 42-inch</td>
<td>$1,846,800</td>
<td>$228,000</td>
<td>$2,074,800</td>
<td>10.99%</td>
<td>89.01%</td>
</tr>
</tbody>
</table>

Total: $1,846,800 $228,000 $2,074,800

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>O’Reilly Auto Parts Tract</td>
<td>O’Reilly Auto Enterprises, LLC</td>
<td>Rick Sheldon</td>
<td>CoSA ETJ</td>
<td>EARZ</td>
<td>10</td>
<td>0.976</td>
<td>10</td>
<td>5</td>
<td>Mud Creek</td>
<td>CCN</td>
</tr>
<tr>
<td>2</td>
<td>River Rock Ranch Tract</td>
<td>Green Land Ventures, LTD</td>
<td>Dana Green</td>
<td>CoSA ETJ</td>
<td>EARZ</td>
<td>11/12</td>
<td>40</td>
<td>119</td>
<td>119</td>
<td>Headwaters Leon Creek</td>
<td>CCN</td>
</tr>
<tr>
<td>3</td>
<td>Rentz Dietz-Elkhorn Tract</td>
<td>Gerald W. Rentz, Jr. and Lisa Rentz</td>
<td>Gerald W. Rentz, Jr. and Lisa Rentz</td>
<td>Outside</td>
<td>EARZ</td>
<td>12</td>
<td>4.29</td>
<td>22</td>
<td>22</td>
<td>Balcones Creek – Cibolo Creek</td>
<td>CCN</td>
</tr>
<tr>
<td>4</td>
<td>Mansions at La Cantera Apartments Tract</td>
<td>ARIW 16-6, Inc.</td>
<td>Matthew Hiles</td>
<td>CoSA</td>
<td>EARZ</td>
<td>11</td>
<td>46.18</td>
<td>499</td>
<td>480</td>
<td>Upper Leon Creek</td>
<td>IFC</td>
</tr>
<tr>
<td>5</td>
<td>NWC Bulverde Tract</td>
<td>HEB Grocery Company, LP</td>
<td>Mr. Todd Piland</td>
<td>CoSA</td>
<td>EARZ</td>
<td>9</td>
<td>60.91</td>
<td>1,235</td>
<td>1,025</td>
<td>Mud Creek</td>
<td>OVR</td>
</tr>
</tbody>
</table>

**Acronyms:**
- EARZ = Edwards Aquifer Recharge Zone
- OVR = Oversizing
- IFC = Impact Fee Credits
- CZ = Edwards Aquifer Contributing Zone
- WW = Wastewater
- PZ = Pressure Zone
- CoSA = City of San Antonio limits
- ETJ = Extraterritorial Jurisdiction

Total Acres: 152.36
Total Water EDU: 1,885
Total WW EDU: 1,651
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>Acre</th>
<th>W CCN</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>O’Reilly Auto Parts Tract</td>
<td>O’Reilly Auto Enterprises, LLC</td>
<td>0.9</td>
<td>10</td>
<td>5</td>
<td>CoSA ETJ</td>
<td>EARZ</td>
<td>CCN</td>
<td>OUT</td>
<td>IN</td>
</tr>
<tr>
<td>2</td>
<td>River Rock Ranch Tract</td>
<td>Greeniand Ventures, TD</td>
<td>40</td>
<td>119</td>
<td>119</td>
<td>CoSA ETJ</td>
<td>EARZ</td>
<td>CCN</td>
<td>IN</td>
<td>OUT</td>
</tr>
<tr>
<td>3</td>
<td>Rentz Dietz-Elkhorn Tract</td>
<td>Gerald W. Rentz, Jr. and Lisa Rentz</td>
<td>4.29</td>
<td>22</td>
<td>22</td>
<td>Outside</td>
<td>EARZ</td>
<td>CCN</td>
<td>OUT</td>
<td>OUT</td>
</tr>
<tr>
<td>4</td>
<td>Mansions at La Cantera Apartments Tract</td>
<td>ARIW 16-6, Inc.</td>
<td>46.18</td>
<td>499</td>
<td>480</td>
<td>CoSA</td>
<td>EARZ</td>
<td>IFC</td>
<td>IN</td>
<td>IN</td>
</tr>
<tr>
<td>5</td>
<td>NWC Bulverde</td>
<td>HEB Grocery, LP</td>
<td>60.91</td>
<td>1,235</td>
<td>1,025</td>
<td>CoSA</td>
<td>EARZ</td>
<td>OVR</td>
<td>IN</td>
<td>IN</td>
</tr>
<tr>
<td></td>
<td><strong>Totals</strong></td>
<td><strong>152.36</strong></td>
<td><strong>1,885</strong></td>
<td><strong>1,651</strong></td>
<td><strong>CoSA</strong></td>
<td><strong>EARZ</strong></td>
<td><strong>IFC</strong></td>
<td><strong>IN</strong></td>
<td><strong>IN</strong></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 10th day of January, 2017.

_______________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Ernesto Arrellano, Jr., Secretary

Attachment
1. Site Maps
River Rock Ranch Subdivision
119 Water EDUs
119 Sewer EDUs
40 Acres
USA-12250

Existing 12 inch main (PZ:12) parallel with an existing 16-inch main (PZ:11)
Mansions at La Cantera Apartments
499 Water EDUs
480 Sewer EDUs
46.18 Acres
USA-14890

Connect to Existing 8-inch 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: AWARD OF CONSTRUCTION CONTRACT FOR JOINT BASE SAN ANTONIO: FORT SAM HOUSTON PROJECT

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount of $716,084.20 to D. Guerra Construction, LLC, a local, MBE-Hispanic contractor, in connection with the Joint Base San Antonio: Fort Sam Houston Project. This project is located in Council District 2 and 10.

- This project is included in the 2017 Capital Improvement Program which allows interconnection to the water system at four locations around the Fort Sam Houston base in the project area illustrated on the attached maps. The four locations are Cunningham Ave. near Haywood Ave.; Harry Wurzbach Rd. near Towers Park Lane; Harry Wurzbach Rd. near Ivy Lane, and Binz-Engleman Rd. near George C. Beach Ave.

- On October 6, 2015, San Antonio Water System (the “System”) Board of Trustees authorized Resolution No. 15-234, in support of a plan to partner with various entities to support the development of water services to military installations under Joint Base San Antonio (JBSA) that would ensure redundancy and future reliable water services.

- Project improvements qualify for partial funding support from the Governor’s Office, Texas Military Preparedness Commission with the Alamo Area Council of Governments approval of the Defense Economic Adjustment Assistance Grant.

- The System will install approximately 2,100 feet of 8-inch and 12-inch water main, water main tie-ins, fire hydrants, four complete 8-inch meter and vault assemblies, and other water related appurtenances.

- JBSA will build infrastructure on base to connect to our supply, and will then have the ability to interconnect their system in the future, providing a redundant source, and ensuring that the drought restrictions do not hinder any military mission.

- Bids for the construction of this project have been solicited and D. Guerra Construction, LLC, has submitted a low responsible bid of $716,084.20.
Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the CY 2017 Capital Improvement Program, Water Delivery, Mains – New Category, Joint Base San Antonio Water Mains – Ft. Sam Houston Project. The amount is $716,084.20 under job number 16-7004-000.

**SUPPLEMENTARY COMMENTS:**

K Friese & Associates prepared the plans and specifications for this project and will provide construction phase services in keeping with their professional services contract. The engineer’s estimated construction cost was $876,361.00.

A bid opening was held on November 9, 2016 at 2:00 PM. The following bids were submitted:

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>LOCAL/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>D. Guerra Construction, LLC*</td>
<td>$716,084.20</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Atlas Construction, Inc.</td>
<td>$725,969.00</td>
<td>Non–Local/MBE–Hispanic</td>
</tr>
<tr>
<td>R.L. Jones, LP</td>
<td>$769,965.60</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Pronto Sandblasting &amp; Coating &amp; Oilfield Services Co., Inc.</td>
<td>$770,826.40</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Pesado Construction Co., Inc.</td>
<td>$809,421.40</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>RCO Construction LLC</td>
<td>$840,058.00</td>
<td>Local/MBE-Hispanic</td>
</tr>
<tr>
<td>Facilities Rehabilitation, Inc.</td>
<td>$845,744.00</td>
<td>Non–Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Guerra Underground, LLC</td>
<td>$876,283.36</td>
<td>Non–Local/MBE–Hispanic</td>
</tr>
<tr>
<td><em>Engineer’s Estimate</em></td>
<td>$876,361.00</td>
<td></td>
</tr>
<tr>
<td>QRO Mex Constructions, Inc.</td>
<td>$1,147,540.70</td>
<td>Non–Local/MBE-Hispanic</td>
</tr>
</tbody>
</table>

*Lowest Responsible Bidder
The bid amount represents an 18.29 percent decrease from the estimated construction cost. This contract provides for 210 calendar days for the completion of this project. The System’s Engineering staff will inspect the work.

Kathleen M. Price, P.E.
Director
Pipelines

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

Robert R. Puente
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE BID OF D. GUERRA CONSTRUCTION, LLC IN THE AMOUNT OF $716,084.20 FOR THE CONSTRUCTION OF THE JOINT BASE SAN ANTONIO: FORT SAM HOUSTON PROJECT; AWARDING A CONSTRUCTION CONTRACT TO D. GUERRA CONSTRUCTION, LLC IN THE AMOUNT OF $716,084.20 FOR THE PROJECT WORK; APPROVING AND MAKING AVAILABLE THE EXPENDITURE OF FUNDS IN THE AMOUNT NOT TO EXCEED $716,084.20 FROM THE SYSTEM’S PROJECT FUND FOR THE PROJECT WORK;; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONSTRUCTION CONTRACT WITH D. GUERRA CONSTRUCTION, LLC AND TO PAY D. GUERRA CONSTRUCTION, LLC AN AMOUNT NOT TO EXCEED $716,084.20 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 2017 Capital Improvement Program includes the construction of the Joint Base San Antonio: Fort Sam Houston Project at four locations around the Fort Sam Houston base; and

WHEREAS, on October 6, 2015, San Antonio Water System (the “System”) Board of Trustees authorized Resolution No. 15-234, in support of a plan to partner with various entities to support the development of water services to military installations under Joint Base San Antonio (JBSA) that would ensure redundancy and future reliable water service; and

WHEREAS, the System will install approximately 2,100 feet of 8-inch and 12-inch water main, water main tie-ins, fire hydrants, four complete 8-inch meter and vault assemblies, and other water related appurtenances (the “project work”); and

WHEREAS, JBSA will build infrastructure on base to connect to our supply, and will then have the ability to interconnect their system in the future, providing a redundant source, and ensuring that the drought restrictions do not hinder any military mission; and

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

WHEREAS, D. Guerra Construction, LLC, a local, MBE-Hispanic contractor has
submitted a bid in the amount of $716,084.20 for the project work and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $716,084.20 are required for the project work; and

WHEREAS, the total amount of $716,084.20 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 D. Guerra Construction, LLC in the amount of $716,084.20 for the project work in connection with the Joint Base San Antonio: Fort Sam Houston Project, (ii) to award a construction contract to D. Guerra Construction, LLC in the amount of $716,084.20 for the project work, (iii) to approve the total expenditure and make available an amount not to exceed $716,084.20 from the System’s Project Fund for the project work, and (iv) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a contract with D. Guerra Construction, LLC for the project work and to pay D. Guerra Construction, LLC an amount not to exceed $716,084.20 for the project work; now, therefore:

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

1. That the bid of D. Guerra Construction, LLC in the amount of $716,084.20 for the project work in connection with the Joint Base San Antonio: Fort Sam Houston Project is hereby accepted.

2. That a construction contract in the amount of $716,084.20 for the project work is hereby awarded to D. Guerra Construction, LLC.

3. That a total sum not to exceed $716,084.20 for the project work is hereby made available and is to be expended from the System’s Project Fund.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a standard contract for general construction with D. Guerra Construction, LLC for the project work and to pay D. Guerra Construction, LLC an amount not to exceed $716,084.20 for the project work in connection with the Joint Base San Antonio: Fort Sam Houston Project.

5. 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.

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

7. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of January, 2017.

________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

________________________________________
Ernesto Arrellano, Jr., Secretary
TO: San Antonio Water System Board of Trustees  
FROM: Michael L. Myers, 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 CHANGE ORDER NO. 9 IN CONNECTION WITH THE WATER PRODUCTION FACILITIES DISINFECTION SYSTEMS UPGRADES PROJECT  

Board Action Date: January 10, 2017  

SUMMARY AND RECOMMENDATION:  
The attached resolution approves Change Order No. 9 in the amount of $363,096.10 payable to MGC Contractors, Inc., in connection with the Water Production Facilities Disinfection Systems Upgrades Project (the “project”).  

- This project is part of a San Antonio Water System (the “System”) initiated program to replace the chlorine disinfection system with a sodium hypochlorite system, in phases, at 15 primary pump stations.  

- On November 4, 2014, the Board, by Resolution 14-299, authorized a construction contract with MGC Contractors, Inc. (the “contractor”) in the amount of $11,787,500.00 for the project work and $589,000.00 for the construction contingency in connection with this project.  

- This project includes upgrades to three pump stations. The facilities include Maltsberger Pump Station located in north central San Antonio, Marbach Pump Station located in southwest San Antonio, and Wurzbach Pump Station located in the City of Leon Valley.  

- This project will replace the existing chlorine gas system at each site with an on-site generated sodium hypochlorite system. This system generates a low concentration solution of sodium hypochlorite which is an effective disinfectant and is classified as a non-hazardous material.  

- During construction, it was determined that the proposed Wurzbach Pump Station on-site generation sodium hypochlorite building was in conflict with an existing 42-inch water main and existing trees. In order to eliminate this conflict and to avoid damaging trees in close proximity, the proposed building’s footprint was reduced and the elevation of the building was raised.
Approval of Change Order No. 9 for the Water Production Facilities Disinfection System Upgrades Project

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 $363,096.10 to perform the work. Change Order No. 9 provides for this additional work in an amount not to exceed $363,096.10.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure, included in the CY 2017 Capital Improvement Program. This work is included in the Water Delivery Core Business, Production Category, Water Production Facilities Disinfection Systems Upgrades Project budget line item. Funds will be transferred from the 2017 Owner Controlled Construction Changes line item. The total amount is $363,096.10 under job number 12-6004.

The revised authorizations for this project are as follows:

<table>
<thead>
<tr>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount (Resolution No. 14-299)</td>
</tr>
<tr>
<td>Change Order Nos.1 through 8</td>
</tr>
<tr>
<td>Proposed Change Order No. 9</td>
</tr>
<tr>
<td>Revised Contract Amount</td>
</tr>
</tbody>
</table>

SUPPLEMENTARY COMMENTS:

Change Order No. 9 added 104 days to the project construction duration. These additional days are attributed to the extension of the current contract completion date due to the redesign and work associated with the change order. Change Order No. 9 reflects a 3.08 percent increase to the original bid amount for the construction contract. The total cost for all change orders is 5.90 percent of the original contract amount.

Michael L. Myers, P.E.  
Director  
Plants and Major Projects

Genoveva G. Gomez, P.E.  
Vice President  
Engineering and Construction
Approval of Change Order No. 9 for the Water Production Facilities Disinfection System Upgrades Project

APPROVED:

[Signature]

Robert R. Puente
President/Chief Executive Officer

Attachments:
1. Project Area Map
2. Project Site Maps
SAN ANTONIO WATER SYSTEM
PROJECT SITE MAP
ATTACHMENT II

WATER PRODUCTION FACILITIES DISINFECTION SYSTEM UPGRADES PROJECT

LEGEND

PROJECT LIMITS
SAN ANTONIO WATER SYSTEM
PROJECT SITE MAP
ATTACHMENT II

WATER PRODUCTION FACILITIES DISINFECTION SYSTEM UPGRADES PROJECT

PROJECT LIMITS

Marbach Site
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING CHANGE ORDER NO. 9 IN THE AMOUNT OF $363,096.10 IN CONNECTION WITH THE WATER PRODUCTION FACILITIES DISINFECTION SYSTEMS UPGRADES PROJECT; APPROVING THE EXPENDITURE OF ADDITIONAL FUNDS IN AN AMOUNT NOT TO EXCEED $363,096.10 FROM THE SYSTEM'S PROJECT FUND PAYABLE TO MGC CONTRACTORS, INC., FOR CHANGE ORDER NO. 9; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE CHANGE ORDER NO. 9 AND TO PAY MGC CONTRACTORS, INC., AN ADDITIONAL AMOUNT NOT TO EXCEED $363,096.10 FOR CHANGE ORDER NO. 9; 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 developed a system initiated program to replace the chlorine disinfection systems with sodium hypochlorite disinfection systems, in phases, at 16 primary pump stations; and

WHEREAS, on November 4, 2014, the Board, by Resolution 14-299, authorized a construction contract with MGC Contractors, Inc. (the “contractor”), in the amount of $11,787,500.00 for the project work and $589,000.00 for construction contingency in connection with the Water Production Facilities Disinfection Systems Upgrades project (the “project”); and

WHEREAS, this project includes upgrades to three pump stations that include Maltsberger Pump Station located in north central San Antonio, Marbach Pump Station located in southwest San Antonio, and Wurzbach Pump Station located in the City of Leon Valley; and

WHEREAS, during construction, it was determined that the proposed Wurzbach Pump Station on-site generation sodium hypochlorite building was in conflict with an existing 42-inch water main and existing trees; and

WHEREAS, in order to eliminate this conflict and to avoid damaging trees in close proximity, the proposed building’s footprint was reduced and the elevation of the building was raised; and

WHEREAS, the System and MGC Contractors, Inc., have negotiated Change Order No. 9 in an amount not to exceed $363,096.10 to reduce the proposed building’s footprint and raise the elevation of the building; and
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Change Order No. 9 in an amount not to exceed $363,096.10 for the project, (ii) to approve the expenditure of additional funds in an amount not to exceed $363,096.10 from the System’s Project Fund payable to MGC Contractors, Inc., for Change Order No. 9, and (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute Change Order No. 9 and to pay an additional amount not to exceed $363,096.10 to MGC Contractors, Inc., for Change Order No. 9; now, therefore:

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

1. That Change Order No. 9 in an amount not to exceed $363,096.10 to the construction contract with MGC Contractors, Inc., in connection with the Water Production Facilities Disinfection Systems Upgrade is hereby approved.

2. That Resolution No. 14-299 is hereby amended by authorizing additional expenditures in the amount not to exceed $363,096.10 from the System’s Project Fund.

3. That the expenditure in the amount not to exceed $363,096.10 is required to perform the additional project work associated with Change Order No. 9 is hereby authorized to be paid to MGC Contractors, Inc.

4. That the additional funds in the amount not to exceed $363,096.10 are hereby made available for Change Order No. 9 from the System’s Project Fund.

5. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute Change Order No. 9 and to pay MGC Contractors, Inc., an additional amount not to exceed $363,096.10 for Change Order No. 9 in connection with the Project.

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

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

8. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 10th day of January, 2017.

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary

______________________________
Berto Guerra, Jr., Chairman
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 2017 ASPHALT OVERLAY TASK ORDER CONTRACT – PACKAGE 1

Board Action Date: January 10, 2017

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 $281,500.00 for the joint construction of water and sewer facility adjustments in connection with the 2017 Asphalt Overlay Task Order Contract – Package 1.

- The City plans to apply an asphalt overlay to approximately 20 streets throughout the city in connection with the 2017 Asphalt Overlay Task Order Contract – Package 1 for Transportation and Capital Improvements. The City’s work is estimated to cost $8,455,977.00.

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

- The work will consist of adjusting 565 existing water valve box covers and 415 existing manhole covers at an estimated cost of $281,500.00.

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

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

The Project Fund will finance this expenditure included in the CY 2017 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 $110,750.00 for water work for the 2017 Asphalt Overlay Task Order Contract – Package 1. The job number is 17-5002.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $170,750.00 for sewer work for the 2017 Asphalt Overlay Task Order Contract – Package 1. The job number is 17-5503.

SUPPLEMENTARY COMMENTS:

The City received five bids for this project. The low bidder is Clark Construction of Texas, Inc., a local, non-minority contractor. City Council approved the construction contract on October 13, 2016, and construction began on November 15, 2016. Time allowed for total construction is 240 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 $281,500.00 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2017 ASPHALT OVERLAY TASK ORDER CONTRACT – PACKAGE 1; APPROVING AN AMOUNT NOT TO EXCEED $281,500.00 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 $281,500.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) will construct street improvements in connection with the 2017 Asphalt Overlay Task Order Contract – Package 1; and

WHEREAS, the 2017 Asphalt Overlay Task Order Contract – Package 1 will require the adjustment of certain water and sewer facilities of the San Antonio Water System (the “System”); and

WHEREAS, the 2017 Asphalt Overlay Task Order Contract – Package 1 project work will consist of the adjustment of 565 existing water valve box covers and 415 existing manhole covers at an estimated cost of $281,500.00 (the “project work”); and

WHEREAS, the City has received a bid for the project work from Clark Construction of Texas, Inc., in the amount of $281,500.00 and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $281,500.00 are required for the project work; and

WHEREAS, the total amount of $281,500.00 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 $281,500.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2017 Asphalt Overlay Task Order Contract – Package 1, (ii) to approve and make available an amount not to exceed $281,500.00 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 $281,500.00 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 $281,500.00 for the adjustment of water and sewer facilities by the City in connection with the 2017 Asphalt Overlay Task Order Contract – Package 1 is hereby approved.

2. That a total sum not to exceed $281,500.00 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 $281,500.00 for the adjustment of water and sewer facilities by the City in connection with the 2017 Asphalt Overlay Task Order Contract – Package 1.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and 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 10th day of January, 2017.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_________________________________
Ernesto Arrellano, Jr., Secretary
AGENDA ITEM NO. 11

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 2017 ASPHALT OVERLAY TASK ORDER CONTRACT – PACKAGE 2

Board Action Date: January 10, 2017

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 $98,500.00 for the joint construction of water and sewer facility adjustments in connection with the 2017 Asphalt Overlay Task Order Contract – Package 2.

- The City plans to apply an asphalt overlay to approximately 38 streets throughout the city in connection with the 2017 Asphalt Overlay Task Order Contract – Package 2 for Transportation and Capital Improvements. The City’s work is estimated to cost $3,779,362.85.

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

- The work will consist of adjusting 235 existing water valve box covers and 185 existing manhole covers at an estimated cost of $98,500.00.

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

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

The Project Fund will finance this expenditure included in the CY 2017 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 $45,500.00 for water work for the 2017 Asphalt Overlay Task Order Contract – Package 2. The job number is 17-5003.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $53,000.00 for sewer work for the 2017 Asphalt Overlay Task Order Contract – Package 2. The job number is 17-5502.

SUPPLEMENTARY COMMENTS:

The City received five bids for this project. The low bidder is J&P Paving Co., Inc., a local, MBE-Hispanic contractor. City Council approved the construction contract on October 13, 2016, and construction began on December 12, 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

Robert R. Puente
President/Chief Executive Officer

APPROVED:
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $98,500.00 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2017 ASPHALT OVERLAY TASK ORDER CONTRACT – PACKAGE 2; APPROVING AN AMOUNT NOT TO EXCEED $98,500.00 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 $98,500.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) will construct street improvements in connection with the 2017 Asphalt Overlay Task Order Contract – Package 2; and

WHEREAS, the 2017 Asphalt Overlay Task Order Contract – Package 2 will require the adjustment of certain water and sewer facilities of the San Antonio Water System (the “System”); and

WHEREAS, the 2017 Asphalt Overlay Task Order Contract – Package 2 project work will consist of the adjustment of 235 existing water valve box covers and 185 existing manhole covers at an estimated cost of $98,500.00 (the “project work”); and

WHEREAS, the City has received a bid for the project work from J&P Paving Co., Inc., in the amount of $98,500.00 and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $98,500.00 are required for the project work; and

WHEREAS, the total amount of $98,500.00 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 $98,500.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2017 Asphalt Overlay Task Order Contract – Package 2, (ii) to approve and make available an amount not to exceed $98,500.00 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 $98,500.00 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 $98,500.00 for the adjustment of water and sewer facilities by the City in connection with the 2017 Asphalt Overlay Task Order Contract – Package 2 is hereby approved.

2. That a total sum not to exceed $98,500.00 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 $98,500.00 for the adjustment of water and sewer facilities by the City in connection with the 2017 Asphalt Overlay Task Order Contract – Package 2.

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

5. If any part, section, paragraph, sentence, phrase, or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision 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 10th day of January, 2017.

_________________________________
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 2017 ASPHALT OVERLAY TASK ORDER CONTRACT – PACKAGE 3

Board Action Date: January 10, 2017

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 $281,500.00 for the joint construction of water and sewer facility adjustments in connection with the 2017 Asphalt Overlay Task Order Contract – Package 3.

- The City plans to apply an asphalt overlay to approximately 29 streets throughout the city in connection with the 2017 Asphalt Overlay Task Order Contract – Package 3 for Transportation and Capital Improvements. The City’s work is estimated to cost $8,347,433.50.

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

- The work will consist of adjusting 565 existing water valve box covers and 415 existing manhole covers at an estimated cost of $281,500.00.

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

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

The Project Fund will finance this expenditure included in the CY 2017 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 $110,750.00 for water work for the 2017 Asphalt Overlay Task Order Contract – Package 3. The job number is 17-5004.

The wastewater work is included in the Wastewater Core Business, Governmental Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $170,750.00 for sewer work for the 2017 Asphalt Overlay Task Order Contract – Package 3. The job number is 17-5504.

SUPPLEMENTARY COMMENTS:

The City received five bids for this project. The low bidder is Clark Construction of Texas, Inc., a local, non-minority contractor. City Council approved the construction contract on October 13, 2016, and construction began on December 21, 2016. Time allowed for total construction is 240 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 $281,500.00 FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE 2017 ASPHALT OVERLAY TASK ORDER CONTRACT – PACKAGE 3; APPROVING AN AMOUNT NOT TO EXCEED $281,500.00 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 $281,500.00 FOR THE PROJECT WORK; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the City of San Antonio (the “City”) will construct street improvements in connection with the 2017 Asphalt Overlay Task Order Contract – Package 3; and

WHEREAS, the 2017 Asphalt Overlay Task Order Contract – Package 3 will require the adjustment of certain water and sewer facilities of the San Antonio Water System (the “System”); and

WHEREAS, the 2017 Asphalt Overlay Task Order Contract – Package 3 project work will consist of the adjustment of 565 existing water valve box covers and 415 existing manhole covers at an estimated cost of $281,500.00 (the “project work”); and

WHEREAS, the City has received a bid for the project work from Clark Construction of Texas, Inc., in the amount of $281,500.00 and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $281,500.00 are required for the project work; and

WHEREAS, the total amount of $281,500.00 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 $281,500.00 for the adjustment of water and sewer facilities by the City of San Antonio in connection with the 2017 Asphalt Overlay Task Order Contract – Package 3, (ii) to approve and make available an amount not to exceed $281,500.00 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 $281,500.00 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 $281,500.00 for the adjustment of water and sewer facilities by the City in connection with the 2017 Asphalt Overlay Task Order Contract – Package 3 is hereby approved.

2. That a total sum not to exceed $281,500.00 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 $281,500.00 for the adjustment of water and sewer facilities by the City in connection with the 2017 Asphalt Overlay Task Order Contract – Package 3.

4. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and 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 10th day of January, 2017.

______________________________
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 DOWNTOWN STREETS RECONSTRUCTION: MAIN, SAN PEDRO, AND NAVARRO PROJECT

Board Action Date: January 10, 2017

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 $1,161,771.33 for the joint construction of water and sewer facility adjustments and replacements in connection with the Downtown Streets Reconstruction: Main, San Pedro, and Navarro Project. This project is located in Council District 1.

- This project is a City Capital Improvement Program project included in the 2012-2017 Bond Program. The City proposes to construct street and drainage improvements in the project area illustrated on the attached maps. The City’s improvement work is estimated to cost $3,592,026.58.

- Due to the street and drainage improvements within the Downtown Streets Reconstruction: Main, San Pedro, and Navarro Project, the existing water mains constructed from 1887 to 1998 require adjustment to avoid conflict with the City’s improvements and replacement to meet current San Antonio Water System (the “System”) standards.

- The existing sewer mains within the project limits, constructed between 1889 and 1900, require replacement to meet current System standards.

- The water work will consist of the adjustment of approximately 303 feet of 8-inch through 12-inch water mains, and the replacement of approximately 936 feet of 8-inch through 12-inch water main.

- The sewer work will consist of the replacement of approximately 1,849 feet of 8-inch through 27-inch sewer main.

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

The Project Fund will finance this expenditure included in the CY 2017 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 $448,180.86 for water work. The job number is 12-5118-000.

The sewer work is included in the 2017 Wastewater Core Business, Governmental - Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $713,590.47 for sewer work. The job number is 12-5618-000.

SUPPLEMENTARY COMMENTS:

The City received four bids for this project on November 8, 2016. The lowest qualified, responsive bidder for this project is Jordan Foster Construction, LLC, a local, non-minority contractor. City Council approved the construction contract on December 15, 2016 and construction is expected to begin January 2017. Time allowed for total construction is 305 calendar days. The request for reimbursement is requested after City Council approves the award of the construction contract to ensure that the contract is awarded, to determine which contractor was awarded the project, to give the System’s staff time to review the bids and establish the reimbursement amount based on the winning bid.

Kathleen M. Price, P.E.
Director
Pipelines

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

Robert R. Puente
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE EXPENDITURE OF FUNDS IN THE AMOUNT OF $1,161,771.33 FOR THE ADJUSTMENT AND REPLACEMENT OF WATER AND SEWER FACILITIES BY THE CITY OF SAN ANTONIO IN CONNECTION WITH THE DOWNTOWN STREETS RECONSTRUCTION: MAIN, SAN PEDRO, AND NAVARRO PROJECT; APPROVING AN AMOUNT NOT TO EXCEED $1,161,771.33 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 TO THE CITY OF SAN ANTONIO AN AMOUNT NOT TO EXCEED $1,161,771.33 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”) intends to construct the Downtown Streets Reconstruction: Main, San Pedro, and Navarro Project as part of its Capital Improvement Program; and

WHEREAS, the City’s Downtown Streets Reconstruction: Main, San Pedro, and Navarro Project will require the adjustment and replacement 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 303 feet of 8-inch through 12-inch water mains, replacement of approximately 936 feet of 8-inch through 12-inch water mains, and the replacement of approximately 1,849 feet of 8-inch through 27-inch sewer mains; and

WHEREAS, the City has received a bid for the project work from Jordan Foster Construction, LLC, and this bidder has been determined to be the lowest responsible bidder; and

WHEREAS, System funds in the amount of $1,161,771.33 are required 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 $1,161,771.33 for the adjustment and replacement of water and sewer facilities by the City of San Antonio in connection with the
Downtown Streets Reconstruction: Main, San Pedro, and Navarro Project, (ii) to approve and make available an amount not to exceed $1,161,771.33 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 $1,161,771.33 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 $1,161,771.33 for the adjustment and replacement of water and sewer facilities by the City in connection with the Downtown Street Reconstruction: Main, San Pedro, and Navarro Project is hereby approved.

2. That a sum not to exceed $1,161,771.33 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 a total amount not to exceed $1,161,771.33 for the adjustment and replacement of water and sewer facilities by the City in connection with the Downtown Street Reconstruction: Main, San Pedro, and Navarro 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 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, ineffective 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 10th day of January, 2017.

__________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________
Ernesto Arrellano, Jr., Secretary
AGENDA ITEM NO. 14

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 ADVANCE FUNDING AGREEMENT AND AUTHORIZING EXPENDITURES OF FUNDS FOR THE REMOVAL OF ASBESTOS PIPE TO THE TEXAS DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE US 281: LOOP 1604 TO STONE OAK PARKWAY PROJECT

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to execute an advance funding agreement with the Texas Department of Transportation (TxDOT) and authorizes expenditures to TxDOT in the amount not to exceed $20,420.54, for the removal, handling and disposal of the San Antonio Water System’s (the “System”) abandoned asbestos cement pipe in connection with the US 281: Loop 1604 to Stone Oak Parkway Project. This project is located in Council District 9.

- TxDOT intends to construct the US 281: Loop 1604 to Stone Oak Parkway Project as illustrated on the attached maps.

- The System’s joint bid work includes the adjustment of water mains. The water work requires that some of the existing water mains that are composed of asbestos cement materials be abandoned in place. This pipe can be managed in place if it is not in conflict with proposed construction. However, if it must be removed, special handling and disposal procedures are required.

- TxDOT revised its policy for the handling of certain materials on construction projects for joint bid utilities. The new policy requires all utilities to obtain a separate environmental contractor to remove, handle and dispose of the certain materials within TxDOT’s right-of-way.

- In order not to delay the current projected construction schedule, TxDOT has obtained the services of SWS Environmental Services to remove, handle and dispose of approximately 637 linear feet of asbestos cement pipe. The System agreed to provide advance funding to cover the costs of this additional work.

- The water work will consist of the removal, handling and disposal of approximately 637 linear feet of abandoned asbestos cement water main.
• TxDOT requires that an Advance Funding Agreement be executed for the removal of asbestos cement pipe. Funds authorized for this project will be transferred to TxDOT following Board approval and execution of the Advance Funding Agreement.

• TxDOT received a proposal on December 12, 2016, from SWS Environmental Services. Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2017 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 $20,420.54 for water work. The job number is 16-5035-000.

Kathleen M. Price, P.E.
Director
Pipelines

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

Robert R. Puente
President/Chief Executive Officer

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

US 281: LOOP 1604 TO STONE OAK

LEGEND
★ PROJECT SITE
EDWARDS AQUIFER RECHARGE ZONE
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE ADVANCE FUNDING AGREEMENT FOR THE REMOVAL, HANDLING AND DISPOSAL OF ABANDONED ASBESTOS CEMENT PIPE BY THE TEXAS DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE US 281: LOOP 1604 TO STONE OAK PARKWAY PROJECT; AUTHORIZING THE EXPENDITURE OF SYSTEM FUNDS IN THE AN AMOUNT NOT TO EXCEED $20,420.54 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 Texas Department of Transportation (TxDOT) proposes to construct the US 281: Loop 1604 to Stone Oak Parkway Project; and

WHEREAS, the US 281: Loop 1604 to Stone Oak Parkway Project will require the removal, handling and disposal of abandoned asbestos cement pipe of the San Antonio Water System (the “System”); and

WHEREAS, it is anticipated that during construction, approximately 637 linear feet of abandoned asbestos cement pipe will need to be removed due to conflict with TxDOT’s construction work (the “project work”); and

WHEREAS, the removal, handling and disposal of asbestos cement pipe requires a qualified environmental contractor to perform the project work; and

WHEREAS, TxDOT has obtained the services of SWS Environmental Services; and

WHEREAS, TxDOT has requested that the System execute an Advance Funding Agreement and advance funds for the project work costs; and

WHEREAS, System funds in the amount of $20,420.54 are required for the project work; and
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve an Advance Funding Agreement with TxDOT for the removal, handling and disposal of abandoned asbestos cement pipe by TxDOT in connection with the US 281: Loop 1604 to Stone Oak Parkway Project and to authorize the President/Chief Executive Officer or his duly appointed designee to execute the Advance Funding Agreement, and (ii) to authorize the expenditure of System funds in the amount not to exceed $20,420.54 for the project work; now, therefore:

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

1. That an Advance Funding Agreement with TxDOT is hereby approved and the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the Advance Funding Agreement with TxDOT in connection with the US 281: Loop 1604 to Stone Oak Parkway Project.

2. That the expenditure of funds in the amount of $20,420.54 for the removal, handling and disposal of abandoned asbestos cement pipe by TxDOT in connection with the US 281: Loop 1604 to Stone Oak Parkway Project is hereby authorized.

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

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

5. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of January, 2017.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_________________________________
Ernesto Arrellano, Jr., Secretary
AGENDA ITEM NO. ___15___

TO:        San Antonio Water System Board of Trustees

FROM:      Andrea Beymer, P.E., Chief of Staff, Office of the CEO, and Genoveva G. Gomez, P.E., Vice President Engineering & Construction

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

SUBJECT:   AWARD OF SERVICES CONTRACT IN CONNECTION WITH THE VISTA RIDGE INTEGRATION PROJECT, WATER COLLECTION SERVICES

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution awards a services contract to Weisinger Incorporated, a non-local, SBE firm, and authorizes funds in the amount of $122,000.00 to provide raw water from the Vista Ridge Regional Supply Project (VRRSP) groundwater wells needed for water quality analysis and testing that will help determine design requirements for the Vista Ridge Integration Project (VRIP).

- The San Antonio Water System (the “System”) and Vista Ridge LLC (the “Project Company”) are parties to that certain Water Transmission and Purchase Agreement dated as of November 4, 2014 and amended on June 10, 2016 and November 2, 2016 to provide and deliver alternate water supplies to the System through the Vista Ridge Regional Supply Project. The VRIP will deliver water from the VRRSP to integration points within the distribution system.

- On November 1, 2016, the System entered into a professional services contract with Black & Veatch Corporation (the “Owner’s Representative”) to provide standard professional engineering services related to facility and pipeline condition assessments, pipeline routing analysis, hydraulic model and water quality analysis, design criteria package development, and construction delivery procurement services.

- In order to complete the water quality analysis portion of the scope of work, the Owner’s Representative requires raw water to be provided from the source groundwater wells installed by the Project Company.

- The Project Company has contracted with Weisinger Incorporated to drill and develop the wells. The System requires Weisinger to provide and install temporary pumps, motors, generators, and associated valves and piping at the two existing wells, as well as operate the pumps for water collection to occur every two weeks for no less than four months.

- The total fee for services will not exceed $122,000.00.

Staff recommends that the Board approve this resolution.
Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure from the CY 2016 Capital Improvement Program. The project work is included in the Water Delivery Core Business, Vista Ridge Integration Project budget line. The amount is $122,000.00 and the job number for this project is 15-8601.

Andrea Beymer, P.E.
Chief of Staff
Office of the CEO

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 SITE MAP
ATTACHMENT II

VISTA RIDGE INTEGRATION PROJECT,
WATER COLLECTION SERVICES

LEGEND
🌟 Project site
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE PROPOSAL OF AND AWARDING A SERVICES CONTRACT TO WEISINGER INCORPORATED IN AN AMOUNT NOT TO EXCEED $122,000.00 IN CONNECTION WITH THE VISTA RIDGE INTEGRATION PROJECT, WATER COLLECTION SERVICES; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $122,000.00 FROM THE SYSTEM’S PROJECT FUND FOR THE SERVICES IN CONNECTION WITH THIS PROJECT; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A SERVICES CONTRACT WITH WEISINGER INCORPORATED AND TO PAY WEISINGER INCORPORATED AN AMOUNT NOT TO EXCEED $122,000.00 FOR THE SERVICES IN CONNECTION WITH THE PROJECT; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Vista Ridge Integration Project (the “Project”) will deliver water from the Vista Ridge Regional Supply Project’s integration points within the distribution system; and

WHEREAS, the Project’s Owner’s Representative requires raw water to be provided from the source groundwater wells to perform the water quality analysis; and

WHEREAS, the San Antonio Water System (the “System”) requires services to provide and install temporary pumps, motors, generators, and associated valves and piping at the two existing wells, as well as operate the pumps for water collection to occur every two weeks for no less than four months; and

WHEREAS, the System is required to use the authorized contractor designated by the well’s owner, Vista Ridge LLC; and

WHEREAS, services will be provided for an amount not to exceed $122,000.00; and

WHEREAS, the San Antonio Water System’s Board of Trustees desires (i) to accept the proposal of and award a services contract to Weisinger Incorporated in an amount not to exceed $122,000.00 for the water collection services in connection with the Vista Ridge Integration Project, Water Collection Services, (ii) to authorize the expenditure of System funds.
in an amount not to exceed $122,000.00 for the water collection services, (iii) to make available a total amount not to exceed $122,000.00 from the System’s Project Fund for the water collection services in connection with this Project, and (iv) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a standard services contract with Weisinger Incorporated and to pay an amount not to exceed $122,000.00 to Weisinger Incorporated for water collection services in connection with this Project; now, therefore:

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

1. That the proposal of Weisinger Incorporated for water collection services in connection with the Vista Ridge Integration Project, Water Collection Services is hereby accepted.

2. That a professional services contract in an amount not to exceed $122,000.00 is hereby awarded to Weisinger Incorporated for the water collection services in connection with the project.

3. That the expenditure of System funds in an amount not to exceed $122,000.00 for the water collection services is hereby approved.

4. That an amount not to exceed $122,000.00 for the water collection services work is hereby made available, and is to be expended from the System’s Project Fund.

5. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a services contract for water collection services with Weisinger Incorporated and to pay an amount not to exceed $122,000.00 to Weisinger Incorporated for the water collection services provided in connection with this project.

6. It is officially found, determined and declared that the meeting at which this resolution is adopted was open to the public, and that public notice of the time, place and subject matter of the public business to be conducted at such a 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. That this resolution shall become effective upon its passage.
PASSED AND APPROVED this 10th day of January, 2017.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
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: ACQUISITION OF AN APPROXIMATELY 36 ACRE TRACT FOR THE PROPOSED NORTHEAST OPERATIONS CENTER PROJECT  

Board Action Date: January 10, 2017  

SUMMARY AND RECOMMENDATION:  

The attached resolution authorizes the purchase of an approximately 36 acre tract of land from F. John Ackermann and Patricia E. Ackermann for the proposed Northeast Operations Center Project. It also authorizes the expenditure of $1,490,000.00 for the acquisition of property and closing and title insurance costs not to exceed $11,000.00 for a total amount not to exceed $1,501,000.00.

- The San Antonio Water System (SAWS) requires the purchase of an approximately 36 acre tract (the “Property”) for the proposed Northeast Operations Center Project.

- The Property was selected due to its size and the location being on Judson Road north of Loop 1604 on the northeast side of Bexar County, Texas. The Property will provide space for the construction of the proposed Northeast Operations Center Project.

- The Property was appraised at $1,490,000.00 and an offer was made and accepted for the amount of $1,490,000.00.

- The purchase agreement for the Property states that it is expressly subject to the approval of the Board of Trustees.

- SAWS staff have completed the necessary due diligence and has determined that the Property is suitable for its intended use.
Acquisition of Property
Proposed Northeast Operations Center Project

Staff recommends that the Board approve this resolution.

**FINANCIAL IMPACT:**

The Project Fund will finance this expenditure included in the CY 2017 Capital Improvement Program. The acquisition of the Property and closing costs are included in the Water Delivery Core Business and Wastewater Core Business. The amount is for the acquisition of the Property of $1,490,000.00 and closing and title insurance costs not to exceed $11,000.00, for a total amount not to exceed $1,501,000.00. The job number is 16-7711.

Bruce A. Haby  
Manager, Corporate Real Estate

Nancy Belinsky  
Vice President and General Counsel

APPROVED:

Robert R. Puente  
President/Chief Executive Officer

Attachments:
I  Project Area Map
II  Project Site Map
A 36.004 ACRE TRACT FOR PROPOSED
NORTHEAST OPERATIONS CENTER

Edwards Aquifer Recharge Zone
A 36.004 ACRE TRACT FOR PROPOSED NORTHEAST OPERATIONS CENTER
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM (THE “SYSTEM”) BOARD OF TRUSTEES APPROVING THE PURCHASE AGREEMENT IN THE AMOUNT OF $1,490,000.00 WITH F. JOHN ACKERMANN AND PATRICIA E. ACKERMANN, (THE “PURCHASE AGREEMENT”) FOR THE PURCHASE BY THE CITY OF SAN ANTONIO, ACTING BY AND THROUGH THE SAN ANTONIO WATER SYSTEM, OF AN APPROXIMATELY 36 ACRE TRACT OF LAND LOCATED IN THE NORTHEAST QUADRANT OF BEXAR COUNTY NEAR THE INTERSECTION OF JUDSON ROAD AND LOOP 1604 INSIDE THE CITY LIMITS OF SAN ANTONIO (THE “PROPERTY”), INTENDED FOR THE PROPOSED NORTHEAST OPERATIONS CENTER PROJECT; AUTHORIZING THE ACQUISITION OF THE PROPERTY IN ACCORDANCE WITH THE TERMS OF THE PURCHASE AGREEMENT; AUTHORIZING THE EXPENDITURE OF FUNDS FROM THE PROJECT FUND IN A TOTAL AMOUNT NOT TO EXCEED $1,501,000.00 FOR THE ACQUISITION OF THE PROPERTY AND RELATED CLOSING AND TITLE INSURANCE COSTS; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF THE PROPERTY AND TO PAY THE AMOUNT NOT TO EXCEED $1,490,000.00 TO F. JOHN ACKERMANN AND PATRICIA E. ACKERMANN THROUGH ALAMO TITLE COMPANY AS ESCROW AGENT FOR THE ACQUISITION OF THE PROPERTY, AND UP TO $11,000.00 TO ALAMO TITLE COMPANY FOR RELATED CLOSING AND TITLE INSURANCE COSTS; 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 and F. John Ackermann and Patricia E. Ackermann (the “Owner”) have entered into a purchase agreement dated September 14, 2016, which allows the System to purchase Property from the Owner; and

WHEREAS, the System has identified the Property, being an approximately 36.00 acre tract more specifically depicted in Attachment II, attached hereto and incorporated herein for all purposes (the “Property”) for the proposed Northeast Operations Center Project; and
WHEREAS, the System staff negotiated the Purchase Agreement (the “Purchase Agreement”) attached as Attachment I hereto and incorporated herein for all purposes, subject to final approval of the Board of Trustees; and

WHEREAS, based on a binding title commitment issued by Alamo Title Company, the Property is owned by the Owner; and

WHEREAS, the Owner has agreed to sell the Property to the System for the amount of $1,490,000.00 pursuant to the terms of the Purchase Agreement; and

WHEREAS, the closing and title insurance costs are estimated to be an amount not to exceed $11,000.00; and

WHEREAS, funds in the amount not to exceed $1,501,000.00 are available in the Project Fund for the purchase of the Property and related closing and title insurance costs; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) approve the Purchase Agreement in the purchase amount of $1,490,000.00 with the Owner for the purchase by the City of San Antonio, acting by and through the San Antonio Water System, of the Property, (ii) authorize the expenditure of funds in an amount not to exceed $1,490,000.00 for the acquisition of the Property and up to $11,000.00 for related closing and title insurance costs from the Project Fund, (iii) authorize the acquisition of the Property in accordance with the terms of the Purchase Agreement, and the expenditure of funds from the Project Fund in a total amount not to exceed $1,501,000.00 for the acquisition of the Property and related closing and title insurance costs, and (iv) authorize the President/Chief Executive Officer or his duly appointed designee to execute all documents necessary to effectuate the acquisition of the Property and to pay the amount not to exceed $1,490,000.00 to the Owner for the acquisition of the Property through Alamo Title Company as escrow agent and an amount not to exceed $11,000.00 to Alamo Title Company for title insurance and related closing costs; now, therefore:

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

1. That the Purchase Agreement in the amount of $1,490,000.00 with the Owner for the purchase by the City of San Antonio, acting by and through the San Antonio Water System, of the Property is hereby approved. The Property is more specifically depicted in Attachment II attached hereto and incorporated herein for all purposes, having been referenced in the Purchase Agreement as a 36.00 acre tract and more specifically described in the subsequent survey obtained by the System, and attached hereto as Attachment II, as a 36.004 acre tract. The Purchase Agreement is attached as Attachment I hereto and incorporated herein for all purposes.

2. That the expenditure from the Project Fund in a total amount not to exceed $1,501,000.00 for the acquisition of the Property and related closing and title insurance costs is hereby approved.
3. That the amount not to exceed $1,501,000.00 is hereby made available and is to be expended from the Project Fund.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute all documents necessary, or, in their determination, desirable to effectuate the acquisition of the Property and to pay an amount not to exceed $1,490,000.00 to Owner for the acquisition of the Property through Alamo Title Company as escrow agent and an amount not to exceed $11,000.00 to Alamo Title Company for title insurance and related closing costs.

5. 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.

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

7. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of January, 2017.

__________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________
Ernesto Arrellano, Jr., Secretary

Attachments:
I  Purchase Agreement
II  Survey of Property
PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement"), made by and between F. John Ackermann and Patricia E. Ackermann, hereinafter called "Seller", and the City of San Antonio, acting by and through its San Antonio Water System, hereinafter called "Buyer", constitutes a contract for the purchase of the described property, as follows:

1. Property. Seller agrees to convey to Buyer the real property located in Bexar County, Texas, consisting of approximately 36.00 acres of land more particularly described on Exhibit "A" and depicted on Exhibit "B" attached hereto (the "Land"), together with all improvements thereon, all water rights and claims of water rights of any nature related to said Land and together with all of Seller's right, title and interest in and to all oil, gas and other minerals that may be produced from said Land, and all appurtenances including, but not limited to, reversionary rights or rights of reverter related to said Land, strips between the above described property and abutting properties and in any street, highway, alley, easement or right of way, existing or proposed, on, adjacent or appurtenant to the Land (all of which is hereinafter collectively called the "Property"). Seller agrees that the legal description in the Survey obtained by Buyer shall be used to describe the Property in the Deed (hereinafter defined).

2. Consideration. The consideration for the conveyance shall be as follows:

a. Purchase Price. The purchase price for the Property ("Purchase Price") shall be ONE MILLION FOUR HUNDRED NINETY THOUSAND AND NO/100 DOLLARS ($1,490,000.00).

b. Earnest Money. Buyer shall deposit TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00) with Alamo Title Company, Attn: Chris Varley, 18618 Tuscany Stone Drive, Ste 240, San Antonio, Texas 78258 ("Title Company"), phone: 210.490.1313, fax: 210.490.1312, email: Chris.Varley@alamotitle.com, as earnest money ("Earnest Money"). The Earnest Money shall be credited toward the Purchase Price at closing if the conveyance of the Property is closed.

c. Independent Consideration. In the event that this Agreement is terminated by Buyer for any reason other than Seller's default, Five Hundred and No/100 Dollars ($500.00) of the Earnest Money shall be paid by the Title Company to Seller as "Independent Consideration" for the rights granted to Buyer herein.

3. Escrow. Upon Buyer's receipt of a fully executed copy of this Agreement, Buyer shall open an escrow with Title Company covering the purchase and sale of the Property, by depositing with Title Company the Earnest Money and an executed copy of this Agreement.

4. Date of this Agreement. The Date of this Agreement shall be the date when a fully executed copy of this Agreement together with Buyer's deposit of the Earnest Money is delivered to the Title Company, as evidenced by the date written by Title Company beneath its signature of receipt.

5. Title Commitment. Within fifteen (15) days after the date of this Agreement, Buyer shall obtain, a Commitment for Title Insurance ("Title Commitment") issued by the Title Company binding an underwriter approved by Buyer and dated within such period, showing all matters affecting title to the Property including all exceptions, easements, restrictions, rights of way, covenants, reservations and other conditions or encumbrances affecting the Property which will appear in the owner's policy of title insurance, together with legible copies of all recorded documents constituting
exceptions under the Title Commitment. Delivery of a title commitment which does not meet the
requirements of this paragraph shall not constitute delivery and receipt of the Title Commitment
under this paragraph. Within thirty (30) days after the date of this Agreement, Seller shall also
deliver to Buyer copies of all written leases, tenancies, rental agreements and any other agreements
affecting the Property and a full written description of any such agreements, which are not written.

6. **Survey.** Within thirty (30) days following the date of this Agreement, Buyer shall obtain at Buyer's
cost, and provide a copy to Seller, a current survey ("Survey") of the Property, prepared by a
registered professional land surveyor selected by Buyer.

7. **Title and Survey Objections.** Within thirty (30) days following Buyer's receipt of the Title
Commitment, Survey and ESA (defined in Section 9 below) whichever is received last, Buyer shall
give notice to Seller of any matters contained in said documents and reports to which Buyer objects
(the "Objections"). Any recorded matters in the Title Commitment or matters in the Survey to
which Buyer does not so object shall be "Permitted Exceptions", provided, however, in no event
shall Buyer be required to object to any liens or other matters contained in Schedule C of the Title
Commitment, all of which shall be satisfied by Seller at or prior to Closing, and none of which
matters will constitute Permitted Exceptions.

8. **Curing Objections.** Seller shall have thirty (30) days after receipt of such notice (the "Cure Period")
to use its best efforts to cure the Objections to the satisfaction of Buyer. If Seller gives notice that
Seller is unable to cure the Objections, or if Seller fails to cure the Objections to Buyer's satisfaction
within the Cure Period, then Buyer may (a) extend Seller's period for curing the Objections, (b)
waive any such Objections and proceed to Closing, or (c) terminate this Agreement within the
Feasibility Period and receive back the Earnest Money, less the Independent Consideration, which
shall be paid by Title Company to Seller.

9. **Investigations.** From the Date of this Agreement until its termination or Closing, Buyer and its
representatives shall have the right to enter upon the Property to conduct investigations, including
without limitation, soil tests, engineering studies, planning and/or feasibility studies, environmental
inspections, a study of the availability of water, utilities, drainage, access, and sewer, and such other
investigations as Buyer may desire to determine the suitability of the Property for Buyer's intended
use. Buyer may also, but shall not be obligated to, obtain an Environmental Site Assessment
("ESA") and a General Property Condition Report, and agrees to provide a copy to Seller upon
written request. Buyer in the conduct of its investigation shall not unreasonably interfere with any
existing operations on the Property, and Buyer shall repair any and all physical damage to the
Property caused by Buyer's investigation of the Property. Buyer shall cause its consultants entering
the Property under this paragraph to provide a certificate of commercial general liability insurance
to Seller.

10. **Feasibility Period.** Seller agrees that Buyer shall have a period expiring on 5:00 pm San Antonio
local time on the first business day following one hundred twenty (120) days from the Date of this
Contract ("Feasibility Period") to determine the suitability of the Property for Buyer's intended use.
If Buyer decides in its sole discretion not to proceed with the purchase of the Property, Buyer shall
give Seller written notice of termination on or before the expiration of the Feasibility Period, in
which event this Agreement shall terminate and be of no further force and effect, and Buyer shall
receive back the Earnest Money, less the Independent Consideration, which shall be paid by Title
Company to Seller. At any time prior to the expiration of the Feasibility Period, Buyer may notify
Seller in writing that Buyer has satisfied itself as to the suitability of the Property for Buyer's
intended use, and accelerate the expiration of the Feasibility Period and proceed to Closing in
accordance with paragraph 12 below.
11. **Conditions to Closing.** This Agreement is subject to the approval of the Board of Trustees of the San Antonio Water System on or before the expiration of the Feasibility Period. In the event that this Agreement is not approved by the Board of Trustees of the San Antonio Water System on or before the expiration of the Feasibility Period, notwithstanding any provision herein to the contrary, this Agreement shall automatically terminate and the Earnest Money shall be immediately returned to Buyer, less the Independent Consideration, which shall be paid by Title Company to Seller, and neither party shall have any further rights or duties hereunder.

12. **Closing.** Provided that this Agreement has not previously been terminated, the conveyance of the Property to Buyer shall be closed ("Closing") at the office of the Title Company on the first business day to occur thirty (30) days following the expiration date of the Feasibility Period.

13. **Closing Documents.** The following documents shall be delivered at Closing:

   a. **Deed.** Seller shall deliver a general warranty deed ("Deed") executed and acknowledged by Seller, conveying to Buyer good and indefeasible title to the Property free and clear of all restrictions, easements, liens and other encumbrances except the Permitted Exceptions, in substantially the form attached hereto as Exhibit "C".

   b. **Title Policy.** Seller shall furnish at Buyer's expense an owner's title policy issued by Title Company in a form prescribed by the Texas Department of Insurance with underwriters approved by Buyer. The policy shall be in the amount of the Purchase Price and shall guarantee that Buyer's title to the Property is good and indefeasible subject only to the following exceptions: (i) the Permitted Exceptions, (ii) taxes for the calendar year after the date of Closing, (iii) unrecorded governmental rights and regulations, including but not limited to building and zoning ordinances; and (iv) if desired by Buyer, shortages in area or other modifications or endorsements requested by Buyer to the extent permitted by insurance regulations.

   c. **Affidavit of Foreign Status.** Seller shall deliver to Buyer an affidavit indicating whether or not Seller is a "foreign person" under the Internal Revenue Act of 1954, as amended.

   d. **Other Documents.** Seller and Buyer shall execute a customary settlement statement, and Seller shall deliver such other documents as may be reasonable and customary in connection with the Closing.

14. **Closing Costs.** Closing costs and prorations shall be allocated as follows:

   a. **Taxes.** All ad valorem taxes shall be prorated to the date of Closing, and Seller shall be responsible for the payment of all ad valorem taxes up to and including the date of Closing. If the current year's taxes are not known as of the date of Closing, the proration shall be based upon the previous year's taxes, per Section 26.11 of the Texas Tax Code. Promptly after the Closing, Buyer will notify the Bexar County Tax Assessor-Collector that Buyer has acquired the Property. The Title Company will pay the Seller's prorated amount to the Bexar County Tax Assessor-Collector at closing, which payment, per Section 26.11, will constitute payment in full for ad valorem taxes for the year of closing. Seller agrees to pay and indemnify Buyer against any tax assessments for periods prior to Closing but assessed subsequent to Closing due to changes in land usage or ownership ("rollback taxes"). The
Seller’s obligation to pay all ad valorem taxes for the period up to and including the date of Closing as well as rollback taxes shall survive Closing.

b. **Prepayment Penalties.** Seller shall pay all prepayment penalties and other amounts necessary to release all existing notes, liens and security interests against the Seller or the Property.

c. **Fees.** Any escrow fee charged by Title Company shall be divided equally between Seller and Buyer. Each party will pay its own attorney’s fees and the cost of recording any documents delivered to it or them at Closing.

d. **Other.** All other bills or charges pertaining to the Property as of the date of Closing shall be paid by Seller at or prior to Closing.

15. **Possession.** Exclusive possession of the Property shall be delivered to Buyer at Closing.

16. **Warranties.** Seller makes the following representations, warranties and covenants as of the date of this Agreement and as of the date of Closing, and such warranties and covenants shall survive the Closing.

   a. **Title.** Seller owns good and indefeasible title to the Property and is fully authorized to convey the Property pursuant to this Agreement.

   b. **No Proceedings.** There are no pending or, to Seller’s knowledge, threatened condemnation or similar proceedings or assessments affecting the Property, lawsuits by adjoining landowners or others, nor to the best knowledge and belief of Seller is any such lawsuit contemplated by any person, nor is any condemnation or assessment contemplated by any governmental authority.

   c. **No Leases.** Except as expressly disclosed to Buyer pursuant to Section 5 above, the Property is not currently, and at Closing will not in whole or in part be under lease or subject to any agreement other than this Agreement.

   d. **No Contracts.** Except as expressly disclosed to Buyer pursuant to Section 5 above, Seller has not and will not enter into any written contracts, agreements, or listings, or be a party to any oral understandings or agreements affecting the Property.

   e. **Compliance With Laws.** To the best knowledge of Seller, Seller has complied with all applicable laws, ordinances, regulations, statutes and rules relating to the Property or any part thereof.

   f. **Environmental.**

      1. During the period that Seller has owned the Land, there has been no storage, production, transportation, disposal, treatment or release of any solid waste, hazardous waste, toxic substance, or any other pollutants or contaminants (hereinafter collectively referred to as "Pollutants") on or in the Land, except as follows: **NONE**, and Seller has complied with all applicable local, state or federal environmental laws and regulations. There are no wells, underground storage tanks, covered surface impoundments or other sources of environmental Pollutants or contaminants on the Land. Seller shall indemnify,
defend and hold Buyer harmless from any claims, damages, and liability of every kind, including all expenses of investigation, remediation, litigation and attorneys’ fees, arising from Seller’s breach of this representation or pollution of the Land or Seller’s failure to comply with local, state or federal environmental laws and regulations.

2. To the best of the current actual knowledge of the undersigned on behalf of Seller, without investigation, prior to Seller’s acquisition of the Land there was no storage, production, transportation, disposal, treatment or release of any Pollutants on or in the Land.

3. To the best of Seller’s knowledge, there have been no Pollutants on or in neighboring properties, which, through soil or groundwater migration, could have moved to the Land.

4. In the event that Buyer’s investigations reveal the presence of any Pollutants or other environmental condition which, in Buyer’s sole discretion, would render the Land unsuitable for Buyer’s use, Buyer shall have the right to terminate this Agreement and receive back all of the Earnest Money, less the Independent Consideration, which shall be paid by Title Company to Seller.

g. No Changes to Property. Except as otherwise provided herein, Seller shall not change or make alterations to the Property between the date of this Agreement and Closing. Such prohibited changes shall include, but shall not be limited to, removing trees, or removal or relocation of site improvements, buildings, or landscaping.

17. Additional Acts and Documents. If at any time after Closing it appears that additional acts or bills of sale, deeds, assignments or other documents are reasonably necessary to complete or perfect the transfer of any part of the Property to Buyer, Seller agrees to take such action and to execute such additional acts, bills of sale, deeds, assignments or other documents upon written request of Buyer, which obligation shall survive Closing.

18. Notices. Any notice to be given hereunder shall be given by placing the notice in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other address as the respective party may direct in writing to the other, via email, or by personal delivery to such address by a party, or by a delivery service which documents delivery, and such notice shall be deemed to be received upon such placing in the mails or such delivery or sending:

Seller: F. John Ackermann and Patricia E. Ackermann
1 Myrtlewood
San Antonio, TX 78218
Email: ---------

Buyer: San Antonio Water System
Attn: Manager, Corporate Real Estate
2800 US 281 North 2nd Floor, Tower I
San Antonio, Texas 78212
Email: bruce.haby@saws.org

With a copy to: San Antonio Water System
Attn: Mark E. Brewton, Corporate Counsel
19. **Condemnation, Dedication or Casualty.** If as a prerequisite to the granting and/or approving of zoning, a variance or platting or replatting, the granting and/or approving jurisdiction or body requires the dedication of land to some jurisdiction, or if any portion of the Property is taken by eminent domain or condemnation, then Buyer may (a) terminate this Agreement, and the Earnest Money will be returned to Buyer less the Independent Consideration, which shall be paid by Title Company to Seller, or (b) complete this purchase with the Purchase Price reduced by the amount of the condemnation award or cost to repair the damage or casualty insurance proceeds received by or payable to Seller.

20. **Default.** In the event Buyer fails or refuses to perform in accordance with the terms of this Agreement, through no fault of Seller, then, and in that event, Seller shall give written notice of such default to Buyer and Title Company, and if Buyer's default is not cured within thirty (30) days after Buyer has received Seller's notice of default, then Seller shall have the right, as its sole and exclusive remedy, to terminate this Agreement and receive the Earnest Money as liquidated damages, as actual damages to Seller are difficult to ascertain and the parties agree that the Earnest Money represents a reasonable approximation of such damages.

In the event Seller fails or refuses to perform in accordance with the terms of this Agreement, through no fault of the Buyer, then, and in that event, Buyer shall have the right to terminate this Agreement and receive back the Earnest Money, enforce specific performance of this Agreement, and/or waive any unmet requirements in whole or in part.

21. **Real Estate Commission.** Seller represents and warrants to Buyer that no real estate commissions are owed or have been contracted for by Seller with respect to this Agreement, and Seller shall indemnify and hold Buyer harmless from and against any and all liabilities arising from any claims caused or incurred by Buyer (including, without limitation, the costs of dispute resolution and attorneys' fees in connection therewith) as a result of a breach of this representation and warranty, which representation, warranty and duty to indemnify shall survive Closing or termination of this Agreement.

22. **Entire Agreement.** This Agreement contains all agreements between the parties regarding the Property, and no agreement not contained herein shall be recognized by the parties.

23. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.

24. **Time of Essence.** Time is of the essence of this Agreement.

25. **Legal Holidays.** Notwithstanding anything herein to the contrary, if the final date of any period, any date of performance or any deadline date which is set forth in this Agreement falls on a Saturday, Sunday or federal legal holiday, then such date shall be extended to the next following date which is not a Saturday, Sunday or federal legal holiday.

26. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which when taken together shall constitute but one and the same Agreement.
27. **Tax-Deferred Exchange.** If Seller requests, Buyer shall cooperate with Seller in effecting Seller’s exchange under a Tax Deferred Exchange under §1031 of the Internal Revenue Code pursuant to which Seller will sell the Property; provided, however, (i) the exchange shall be at no expense to Buyer; (ii) the exchange shall not delay the Closing for transfer of the Property; and (iii) Buyer shall not be required to acquire title from an exchange intermediary, to acquire title to any proposed exchange properties or to incur any liability to accommodate Seller’s exchange. Seller shall indemnify, defend and hold Buyer harmless from and against any and all claims, demands, costs and expenses which Buyer may sustain or incur resulting from the consummation of the transfer of the Property as a §1031 exchange rather than a sale.

[SIGNATURE PAGES TO FOLLOW]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates, which are set forth above their respective signatures

EXECUTED by Seller on August 24, 2016.

Seller:

[Signature]
F. John Ackermann

[Signature]
Patricia E. Ackermann


Buyer:

CITY OF SAN ANTONIO, ACTING BY AND THROUGH ITS SAN ANTONIO WATER SYSTEM

BY: [Signature]
Nancy Belinsky, Vice President and General Counsel

Exhibits:
Exhibit “A”: Description of Property
Exhibit “B”: Depiction of Property
Exhibit “C”: Form of Deed
RECEIPT OF EARNEST MONEY

Alamo Title Company ("Title Company") acknowledges receipt of $25,000.00 as Earnest Money under the foregoing Purchase Agreement. Title Company will promptly deposit the Earnest Money in an interest bearing account and hold the Earnest Money in escrow pending disbursement instructions from the parties in accordance with the terms of the Agreement. The undersigned will promptly notify the parties if these instructions are for any reason not carried out.

Alamo Title Company

By:  

Date:  

GF#:  

Page 9
Exhibit A

THIS CERTAIN 36,000 ACRE TRACT OF LAND, BEING A PORTION OF A 357.54 ACRE TRACT, LOCATED IN THE WALTER MEDLIN SURVEY NUMBER 69, ABSTRACT 499, COUNTY BLOCK 4958 AS RECORDED IN VOLUME 4643 AT PAGE 604 DEED RECORDS OF BEXAR COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A-1", ATTACHED HERETO AND MADE A PART HEREOF.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND. ANY STATEMENT IN THE LEGAL DESCRIPTION CONTAINED IN SCHEDULE A AS TO AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT BUT IS FOR INFORMAL IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF.
THIS CERTAIN 36.000 ACRE TRACT OF LAND, BEING A PORTION OF A 357.54 ACRE TRACT, LOCATED IN THE A. HAMDEN SURVEY NUMBER 87, ABSTRACT 854, COUNTY BLOCK 4963 AS RECORDED IN VOLUME 4643 AT PAGE 604 DEED RECORDS OF BEXAR COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCING AT AN IRON PIN FOUND IN THE EAST RIGHT OF WAY LINE OF JUDSON ROAD, BEING THE NORTHWEST CORNER OF SAID 357.54 ACRE TRACT AS THE POINT OF COMMENCING:

THENCE: SOUTH 29 DEGREES 49 MINUTES 12 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF JUDSON ROAD, FOR A DISTANCE OF 1322.56 FEET TO AN IRON PIN SET BEING THE POINT OF BEGINNING OF SAID 36.000 ACRE TRACT;

THENCE: NORTH 59 DEGREES 47 MINUTES 17 SECONDS EAST, DEPARTING THE EAST RIGHT OF WAY LINE OF JUDSON ROAD, 1187.26 FEET TO AN IRON PIN SET, BEING THE NORTHEAST CORNER OF SAID 36.000 ACRE TRACT;

THENCE: SOUTH 29 DEGREES 49 MINUTES 12 SECONDS EAST, ALONG THE EAST PROPERTY LINE OF SAID 36.000 ACRE TRACT, 1321.00 FEET TO AN IRON PIN SET, BEING THE SOUTHEAST CORNER OF THIS TRACT;

THENCE: SOUTH 59 DEGREES 47 MINUTES 17 SECONDS WEST, ALONG THE SOUTH PROPERTY LINE OF SAID 36.000 ACRE TRACT 1187.26 FEET TO AN IRON PIN SET IN THE EAST RIGHT OF WAY LINE OF JUDSON ROAD, BEING THE SOUTHWEST CORNER OF THIS TRACT;

THENCE: NORTH 29 DEGREES 49 MINUTES 12 SECONDS WEST, ALONG THE EAST RIGHT OF WAY LINE OF JUDSON ROAD 1321.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.000 ACRES (1,568,160 SQUARE FEET) OF LAND.
EXHIBIT "C"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS

COUNTY OF BEXAR

SECTION 1

THAT THE UNDERSIGNED, F. JOHN ACKERMANN AND PATRICIA E. ACKERMANN (referred to herein as "Grantors"), for and in consideration of the sum of TEN DOLLARS ($10.00) cash, and other good and valuable consideration paid to Grantors by the SAN ANTONIO WATER SYSTEM, the receipt and sufficiency of which are hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto THE CITY OF SAN ANTONIO, a Texas municipal corporation, for the use, benefit and control of its SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ("Grantee"), its successors and their successors in office appointed by the City Council of the said City of San Antonio as provided in Ordinance No. 75686, adopted at a regular meeting of said council, April 30, 1992, an certain __________ acre parcel of land in Bexar County, Texas being more particularly described and depicted in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Land"), together with all improvements thereon, all water rights and claims of water rights of any nature related to said Land, and together with all of Grantor's right, title and interest in and to all oil, gas and other minerals in, under and that may be produced from said Land, and all improvements, privileges and appurtenances pertaining to the Land, including, but not limited to, strips between the Land and abutting properties, and in any street, highway, alley, easement or right of way, existing or proposed, on, adjacent or appurtenant to the Land, and any right of reversion related to the Land (collectively, the "Property").

This conveyance is made and accepted subject to those certain matters set forth on Exhibit "B" attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors to WARRANT AND FOREVER DEFEND all and singular the Property unto the said Grantee, and Grantee's successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

Ad valorem taxes and special assessments, if any, against the Property for the year 20__ and prior years shall remain the responsibility of the Grantor. Grantor shall indemnify any hold harmless Grantee from and against any and all taxes and assessments, or claims for taxes and assessments, for 20__ and prior tax years, including those attributable to periods prior to the date hereof but assessed subsequent to the date hereof, due to changes in land usage or ownership, and Grantor hereby expressly agrees to pay the same prior to delinquency.
EXECUTED to be effective the ___ day of ___, 20___.

GRANTOR:

F. John Ackermann

Patricia E. Ackermann

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this ___ day of ___, 20___, by F. John Ackermann.

[Seal]

Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this ___ day of ___, 20___, by Patricia E. Ackermann.

[Seal]

Notary Public, State of Texas
The survey was made on the ground
under the supervision and direction of
the undersigned and assisted by the equipment
above mentioned and specifications for
the same are shown on the attached plans and
drawings. The sketch map and the sketches shown
are for the purpose of locating property
where the project is proposed.

To San Antonio Water System
for City of San Antonio

PLAT SHEET
DRAFT
DRAFT

FORD ENGINEERING INC.
18501 Wise Drive, Ste. 350, San Antonio, Texas 78257 • (210) 564-1777 • F (210) 564-5648
Texas License No. 11327 • North Dakota License No. 1395

ATTACHMENT II

36.004 Acres

A. S. M. & P. M. Engineering

FORD ENGINEERING INC.
18501 Wise Drive, Ste. 350, San Antonio, Texas 78257 • (210) 564-1777 • F (210) 564-5648
Texas License No. 11327 • North Dakota License No. 1395
AGENDA ITEM NO. __17__

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: AUTHORIZATION TO PURCHASE TWO TEMPORARY SEWER LINE EASEMENTS FOR THE E-19 SEGMENT 1: SEGUIN ROAD TO NACOGDOCHES ROAD PROJECT

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the purchase of two temporary sewer line easements (the “Easements”) containing approximately 0.99 acres in the aggregate for the E-19 Segment 1: Seguin Road to Nacogdoches Road Project (the “Project”). It also authorizes the expenditure of $114,000.00 for the Easements.

- The Project 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 San Antonio Water System (SAWS), 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 Project was identified in the Comprehensive Wastewater Master Plan developed by the SAWS Master Planning Division. The mains are in poor condition due to deterioration and lack sufficient capacity to handle future sewer flows due to growth and flows due to inflow and infiltration during peak storm events.

- This Project will upsize approximately three miles of existing 48-inch gravity sewer main with 78-inch diameter main and eliminate one siphon in the Eastern Sewershed along Salado Creek from a point near Seguin Road running north along Salado Creek to a point just after Rittiman Road. The estimated construction cost for this project is $42,000,000.00.

- SAWS requires the acquisition of real property being permanent sewer easements and temporary construction easements, along Salado Creek between Seguin Road and Rittiman Road, Bexar County, Texas for the construction of the Project.

- The property on which the Easements are located is owned by Averitt Properties, Inc., a Tennessee Corporation (the “Owner”).
Authorization to Purchase Easements for the E-19 Segment 1: Seguin Road to Nacogdoches Road Project

- The Easements expire on the expiration of two (2) years from the effective date or completion of construction of the Project.

- The overall analysis of the easement value considered many factors including the impact to the Owner’s business operations and the available parking needed for this type of facility. The engineers estimate to construct temporary parking to replace the parking area impacted by the easement was $115,000.00. The Owner made an offer of $150,000.00 based on their analysis of the impact to their business operations. Due to these operational issues, SAWS and the Owner have agreed on the purchase amount of $114,000.00 for the Easements.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will incur the acquisition costs and possible legal fees associated with the acquisition of the land rights necessary for this project. Funding for these land rights are found in the 2016 Capital Improvement Program, Wastewater Core Business, Main Replacement - Sewer Category.

The total amount is $114,000.00 for the acquisition of the Easements.

Bruce A. Haby
Manager, Corporate Real Estate

Nancy Belinsky
Vice President and General Counsel

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Attachments:
I Project Area Map
II Project Site Map
SAN ANTONIO WATER SYSTEM
PROJECT AREA MAP
ATTACHMENT I

E19: SEGUIN RD TO NACOGDOCHES RD
SEGMENT 1

LEGEND

★ PROJECT SITE
EDWARDS AQUIFER RECHARGE ZONE
SAN ANTONIO WATER SYSTEM
PROJECT SITE MAP
ATTACHMENT II

E19 : SEGUIN RD TO NACOGDOCHES RD
SEGMENT 1

LEGEND
- Project Limits
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM (THE “SYSTEM”) BOARD OF TRUSTEES APPROVING THE ACQUISITION OF TWO TEMPORARY SEWER LINE EASEMENTS FROM AVERITT PROPERTIES, INC., A TENNESSEE CORPORATION, BEING APPROXIMATELY 0.99 ACRES IN THE AGGREGATE AND LOCATED BETWEEN BENZ-INGLEMAN ROAD AND SEGUIN ROAD, IN THE NORTHEAST QUADRANT OF BEXAR COUNTY, TEXAS, (COLLECTIVELY, THE “EASEMENTS”), IN CONNECTION WITH THE E-19 SEGMENT 1: SEGUIN ROAD TO NACOGDOCHES ROAD PROJECT (THE “PROJECT”) IN A TOTAL AMOUNT NOT TO EXCEED $114,000.00; 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, being more particularly described and depicted in Attachment I, attached hereto and incorporated herein for all purposes, is necessary for the E-19 Segment 1: Seguin Road to Nacogdoches Road Project; and

WHEREAS, the property on which the Easements are located is owned by Averitt Properties, Inc., a Tennessee Corporation (together with any other party shown on a title search as owning a fee simple interest in said property, the “Owner”); and

WHEREAS, the Owner has agreed to grant the Easements to the System for the sum of $114,000.00; and

WHEREAS, funds in the amount not to exceed $114,000.00 are available in the Project Fund for the purchase of the Easements; and

WHEREAS, the San Antonio Water System Board of Trustees desires to (i) approve the acquisition of the Easements for the E-19 Segment 1: Seguin Road to Nacogdoches Road Project as herein described, and (ii) authorize the expenditure of funds in an amount not to exceed $114,000.00 for the acquisition of the Easements; now, therefore:

BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:
1. That the acquisition of the Easements, in substantially the form attached as Attachment I, for the E-19 Segment 1: Seguin Road to Nacogdoches Road Project, is hereby approved.

2. That the expenditure from the Project Fund in the 2016 Wastewater CIP budget in a total amount not to exceed $114,000.00 for the acquisition of the Easements is hereby approved, made available and is to be expended from the Project Fund.

3. That the System's President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute all documents necessary to effectuate the acquisition of the Easements and to pay an amount not to exceed $114,000.00 to the Owner for the acquisition of the Easements.

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 10th day of January, 2017

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary

Attachment:
I Temporary Construction Easement Agreement
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.

TEMPORARY CONSTRUCTION EASEMENT - SEWER

STATE OF TEXAS §
COUNTY OF BEXAR §

THAT, Averitt Properties, Inc., a Tennessee corporation, hereinafter referred to as "GRANTOR", for and in consideration in the amount of TEN DOLLARS ($10.00), and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, to GRANTOR in hand paid by the SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, Bexar County, Texas, has GIVEN, GRANTED, SOLD, CONVEYED, and DEDICATED, and by these presents, does GIVE, GRANT, SELL, CONVEY, and DEDICATE unto the CITY OF SAN ANTONIO, a Municipal Corporation for the use, benefit and control of the said SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES, herein referred to as “Grantee”, as such and their successors in office appointed by the City Council of the said City of San Antonio as provided in Ordinance No. 75686, adopted at a regular meeting of said council, April 30, 1992 and subject to the terms and provisions of said ordinance, an easement over, across and upon the following described lands, for construction, storage and staging of materials and/or equipment for installation of sewer lines, facilities and appurtenances thereto:

P16-056T:
Being a 0.441 of an acre (19,231 Sq. Ft.), tract of land, out of the remainder of a 19.371 acre tract recorded in Volume 7904, Page 1183 of the Official Public Records of Real Property of Bexar County, Texas and being out of the C.F. King Survey, Abstract No. 395, N.C.B. 17487, Bexar County, Texas, said land being more particularly described and/or depicted in Exhibits "A" and "B" attached hereto and made a part hereof;

P16-057T:
Being a 0.549 of an acre (23,908 Sq. Ft.), tract of land, out of a 19.371 acre tract recorded in Volume 7904, Page 1183 of the Official Public Records of Real Property of Bexar County, Texas, and out of Lot 5, Block 1 of the Averitt Express Subdivision as shown in Volume 9547, Page 107 of the Deed and Plat Records of Bexar County, Texas, and being out of the C.F. King Survey, Abstract No. 395, N.C.B. 17487, Bexar County, Texas, said land being more particularly described and/or depicted in Exhibits "C" and "D" attached hereto and made a part hereof;

The area described and depicted in Exhibits “A” through “D” is the “temporary construction easement area”. 
For the purpose of using the said temporary construction easement area for any and all things necessary for the construction of the aforesaid sewer lines, facilities and appurtenances. In further consideration of this grant, said GRANTEE expressly agrees that it will remove from said land all surplus material and will cause said land to be left as nearly as possible in its condition as it existed prior to the construction of said improvements, such restoration to be completed within sixty (60) days following the installation of the pipeline GRANTEE intends to construct on an adjacent permanent sewer easement and backfilling of the pipeline trench. The temporary construction easement shall expire at the earlier of (i) completion of construction of the aforesaid improvements, demobilization and restoration work or (ii) two (2) years from the effective date of this temporary construction easement hereinbelow. Without limiting the duration of this temporary construction easement, GRANTEE anticipates that the duration of construction across GRANTOR’s property will be approximately 90 days. During the period of construction, GRANTEE shall cause chain-link security fencing to be placed along the boundary of the temporary construction easement area. GRANTEE shall provide GRANTOR (i) with not less than thirty (30) days advance written notice of commencement of construction activities on the temporary construction easement area and (ii) with not less than 72 hour’s prior notice of removal of GRANTEE’s security fencing.

GRANTEE shall require its general contractor to add GRANTOR as an additional insured on its commercial general liability policy during the duration of this temporary construction easement, and shall require said general contractor to provide to GRANTOR, prior to entry onto the temporary construction easement area, a certificate of endorsement evidencing such additional insured status.

Together with the right of ingress and egress over said temporary construction easement area; and GRANTOR expressly covenants and agrees for itself, its legal representatives, successors and/or assigns, that, during the term of this temporary construction easement, no building or other obstruction of any kind shall be placed by or for GRANTOR or its legal representatives, successors and/or assigns, within said temporary construction easement area.

TO HAVE AND TO HOLD the above described easement and rights unto the said GRANTEE, its successors and assigns, until the expiration of this temporary construction easement according to its terms.

And GRANTOR does hereby bind itself, its legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when such claim is by, through or under GRANTOR.

Signature on following page
EXECUTED effective the _____________ day of ________________, 2016.

Grantor:

Averitt Properties, Inc., a Tennessee corporation

By: ____________________________________________

______________________________________________
Print Name

______________________________________________
Title

STATE OF ___________ §

COUNTY OF ___________ §

This instrument was acknowledged before me on this ___________ day of ________________, 2016, by _____________________________ (Print Name), _____________________________ (Title), of Averitt Properties, Inc., a Tennessee corporation, on behalf said corporation.

______________________________________________
Notary Public
FIELD NOTES
FOR A 0.441 OF AN ACRE (19,231 SQ. FT.)
TEMPORARY CONSTRUCTION EASEMENT


Beginning at a found iron rod in the northwest Right of Way line of Seguin Road a variable width Right of Way, for the southwest corner of said remainder of a 19.371 acre tract and the southeast corner of a 13.22 acre tract recorded in volume 12512, page 88, of the Official Public Records of Real Property of Bexar County, Texas, and being out of Lot 8, Block 1 of the Artisan Salado Creek Phase II, recorded in Volume 9571, Page 25, of Deed and Plat Records of Bexar County, Texas, same point being the southwest corner of this herein described Easement;

(1) Thence N. 34° 08' 06" W., 103.38 feet, leaving the northwest Right of Way line of Seguin Road with the common line of said remainder of a 19.371 acre tract and said Lot 8, to a point for the south comer of a 50' permanent sanitary sewer easement recorded in Volume 6209, Page 453 of the Deed Records of Bexar County, Texas and for an angle point of this herein described easement;

(2) Thence N. 22° 05' 31" W., 239.64 feet, leaving the northeast line of said Lot 8 and crossing said remainder of a 19.371 acre tract, with the northeast line of said 50' permanent sanitary sewer easement, to a point, for an angle point of said 50' permanent sanitary sewer easement and of this herein described Easement;

(3) Thence N. 34° 08' 06" W., 333.96 feet, continuing across said remainder of a 19.371 acre tract, with the northeast line of said 50' permanent sanitary sewer easement, to a point, in the southeast line of Lot 5, Block 1 of the Averitt Express Subdivision as shown in Volume 9547, Page 107 of the Deed and Plat Records of Bexar County, Texas, and the northwest line of said remainder of a 19.371 acre tract, for the west corner of this herein described Easement;

(4) Thence N. 55°51'56" E., 30.00 feet, with the common line of said remainder of a 19.371 acre tract and said Lot 5, to a point for the north corner of this herein described easement;

(5) Thence S. 34° 08' 06" W., 337.13 feet, leaving the southeast line of said Lot 5 and crossing said remainder of a 19.371 acre tract, to a point, for an angle point of this herein described Easement;
Project Name: San Antonio Water System
E-19: Sequin Road to Nacogdoches
SAWS Job No.: 10-741
SAWS Parcel Number: P16-056T

(6) Thence S. 22° 05' 31" E., 340.48 feet, continuing across said remainder of a 19.371 acre tract, to a point, in the northwest Right of Way line of Seguin Road and the southeast line of said remainder of a 19.371 acre tract, for the southeast corner of this herein described Easement;

(7) Thence S. 45° 47' 35" W., 9.10 feet, with the northwest Right of Way line of Seguin Road and the southeast line of said remainder of a 19.371 acre tract, to the POINT OF BEGINNING and containing 0.441 of an acre (19,231 sq. ft.) more or less.

Bearings based on NAD 83(93), Texas South Central Zone.
All distances are surface.
This property description is accompanied by a separate plat of even date.

Surveyed on the ground the ___5th____ day of ___July___, 2016.

[Signature]
Victor Mendez, Jr., RPLS 6056
Owner: Averitt Properties Inc.

Project Name: San Antonio Water System
E-19: Seguin Road to Nacogdoches Road
SAWS Job No.: 10-741
Saws Parcel Number: P16-056T

Exhibit "B"

LOCATION MAP NOT TO SCALE

PARENT TRACT NOT TO SCALE

SCALE: 1" = 100'

LEGEND

• FOUND 1/2" IRON ROD
  SET 1/2" IRON ROD WITH
  YELLOW PLASTIC CAP STAMPED
  "B.M.B. INC. EASEMENT"
  x CHISELED "X" IN CONCRETE
  • WASTEWATER MANHOLE
  • POWER POLE
  • SIGN
  • EXISTING R.O.W
  • PROPOSED PARCEL
  • PROPERTY LINE
  • D.P.R.B.C.T. DEED AND PLAT RECORDS
    OF BEXAR COUNTY, TEXAS
  • D.R.B.C.T. DEED RECORDS OF
    BEXAR COUNTY, TEXAS
  • O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS
    OF BEXAR COUNTY, TEXAS
  • O.P.R.R.P.B.C.T. OFFICIAL PUBLIC RECORDS
    OF REAL PROPERTY OF
    BEXAR COUNTY, TEXAS

PREPARED BY:
BAIN MEDINA BAIN, INC.
ENGINEERS & SURVEYORS
7073 San Pedro Ave.
San Antonio, Texas 78216
210/494-7223
TLSF REG No. 100209-00

PAGE 3 OF 4

DRAFT
FIELD NOTES
FOR A 0.549 OF AN ACRE (23,908 SQ. FT.)
TEMPORARY CONSTRUCTION EASEMENT

BEGINNING AT A POINT IN THE SOUTH RIGHT OF WAY LINE OF BINZ-ENGLERMAN ROAD A VARIABLE WIDTH RIGHT OF WAY, AND THE NORTH LINE OF SAID LOT 5 FOR THE NORTHWEST CORNER, FROM SAID POINT A FOUND ½" IRON ROD FOR THE NORTHWEST CORNER OF SAID LOT 5 AND THE NORTHWEST CORNER OF LOT 8, BLOCK 1 OF THE ARTISAN SALADO CREEK PHASE II, RECORDED IN VOLUME 9571, PAGE 25, OF DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, BEARING S. 89° 36' 02" W., 60.12 FEET FOR REFERENCE;

(1) THENCE S. 34° 08' 06" E., 199.01 FEET, CROSSING LOT 5, TO A POINT FOR AN INTERIOR CORNER OF THIS HEREIN DESCRIBED EASEMENT;

(2) THENCE S. 89° 36' 02" W., 30.00 FEET, WITH THE COMMON LINE OF SAID REMAINDER OF A 19.371 ACRE TRACT AND SAID LOT 5, TO A POINT IN THE NORTHEAST LINE OF SAID 50' PERMANENT SANITARY SEWER EASEMENT FOR THE SOUTHWEST CORNER OF THIS HEREIN DESCRIBED EASEMENT;
(8) Thence N. 34° 08’ 06” W., 906.46 feet, leaving the northwest line of said remainder of a 19.371 acre tract and crossing said Lot 5 with the northeast line of a 50’ permanent sanitary sewer easement, to the POINT OF BEGINNING and containing 0.549 of an acre (23,908 sq. ft.).

Bearings based on NAD 83(93), Texas South Central Zone. All distances are surface. This property description is accompanied by a separate plat of even date.

Surveyed on the ground the 5th day of July, 2016.

Revised Date: December 7, 2016

Victor Mendez, Jr., RPLS 6056
Owner: Averitt Properties Inc.

Project Name: San Antonio Water System

E-19: Seguin Road to Nacogdoches Road

SWS Job No.: 15-4506

Revised Date: July 14, 2016

Saws Parcel Number: P16-057T

Exhibit "D"
LEGEND

- FOUND 1/2" IRON ROD
  SET 1/2" IRON ROD WITH YELLOW PLASTIC CAP STAMPED "BMB INC. EASEMENT"
- CHISELED "X" IN CONCRETE
- WASTEWATER MANHOLE
- POWER POLE
- - - - EXISTING R.O.W
- /\ PROPOSED PARCEL
- \_/ PROPERTY LINE
- D.P.R.B.C.T. DEED AND PLAT RECORDS OF BEARX COUNTY, TEXAS
- D.R.B.C.T. DEED RECORDS OF BEARX COUNTY, TEXAS
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BEARX COUNTY, TEXAS
- O.P.R.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BEARX COUNTY, TEXAS
- O.P.R.R.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BEARX COUNTY, TEXAS

C.F. KING SURVEY ABSTRACT NO. 395

BEARING SOURCE:
NAD 83(93) TEXAS STATE PLANE COORDINATES SOUTH CENTRAL ZONE, SCALE FACTOR 1.00017

SURVEY PLAT SHOWING:

PREPARED BY:
BAIN MEDINA BAIN, INC.
ENGINEERS & SURVEYORS
7073 San Pedro Ave.
San Antonio, Texas 78216
210/494-7223
TSLF REG No. 100209-00

REVISED DATE: DECEMBER 7, 2016

SIGNED: VICTOR MENDEZ, JR.
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 6056 - STATE OF TEXAS
JOB NO.: S-5599

STATE OF TEXAS | COUNTY OF BEXAR |
THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.
THIS _5_ DAY OF _JULY_, 2016, A.D.

OWNER: AVERITT PROPERTIES INC
PROJECT NAME: SAN ANTONIO WATER SYSTEM
E-19: SEGUIN ROAD TO NACOGDOCHES ROAD
SWIS JOB NO.: 15-4506
REVISED DATE: JULY 14, 2016
SWS PARCEL NUMBER: P16-057T

AVERITT EXPRESS SUBDIVISION
LOT 5, BLK 1
N.C.B. 17487
VOL. 9547, PG. 107
D.P.R.B.C.T.

AVERITT PROPERTIES INC
19.371 ACRE
VOL. 7904, PG. 1183
O.P.R.R.P.B.C.T.
3722 BINZ ENGLEMAN RD

ARTISAN SALADO CREEK
PHASE II
VOL. 9571, PG. 25
O.P.R.B.C.T.

P16-057T
TEMPORARY CONSTRUCTION EASEMENT
0.549 ACRE (23,908 SQ. FT.)
TO: San Antonio Water System Board of Trustees
FROM: Darren Thompson, Director, Water Resources, and Donovan Burton, Vice President, Water Resources, Conservation and Governmental Relations
THROUGH: Robert R. Puente, President/Chief Executive Officer
SUBJECT: A RESOLUTION APPROVING MONITORING WELL SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENT BETWEEN CONZALES COUNTY UNDERGROUND WATER CONSERVATION DISTRICT, HAYS CALDWELL PUBLIC UTILITY AGENCY, CANYON REGIONAL WATER AUTHORITY, SCHERTZ SEGUIN LOCAL GOVERNMENT CORPORATION, SAN ANTONIO WATER SYSTEM, AND TEXAS WATER ALLIANCE

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The resolution approves and authorizes execution of a multi-party contract and associated costs in support of the Regional Carrizo Project.

- The San Antonio Water System (the “System”) has developed the Regional Carrizo Water Supply Project in Gonzales County to add 11,688 acre-feet of Carrizo Aquifer groundwater to the System’s water supply inventory.
- In June 2006, the System filed applications with the Gonzales County Underground Water Conservation District (the “District”) for a permit to produce and transport groundwater for the project.
- In July 2013, the System received a production and transportation permit from the District.
- A Special Provision of the permit required approval by the System of a Monitoring Well Agreement between the System and the District requiring the System to install four monitoring wells.
- The District has also issued permits to produce and transport water to the Hays Caldwell Public Utility Agency, the Canyon Regional Water Authority, the Schertz Seguin Local Government Corporation, and Texas Water Alliance Limited (collectively with the System the “Parties”)
- The permits issued to each of the Parties also included a Special Provision requiring execution of a Monitoring Well System Agreement.
• The Parties have mutually determined that the monitoring wells collectively required by the Monitoring Well Agreements can be constructed, operated, and maintained most efficiently and effectively as a single undertaking to be performed by the District with defined funding by the Contributing Parties, and this Agreement will supersede and replace the Monitoring Well Agreements.

• The Monitoring Well System Construction, Operation, and Maintenance Agreement to be approved by this action reflects the agreement of the Parties and the District for this purpose.

• The estimated total cost among all parties is $915,000 for 19 monitoring wells constructed in three phases during CY2017 and CY2018.

• The System’s percentage share of the total cost is 21.05 percent.
  
  o Phase I and II will be completed during CY 2017 at an estimated costs of $433,421 of which the System’s share is approximately $91,235.
  
  o Phase III will be completed during CY2018 at an estimated cost of $481,579 of which the System’s share is approximately $101,372.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

Expenditures for this Amendment are budgeted in the Multi-Year Financial Plan and will paid from the System Fund budgeted in the CY 2017 and CY 2018 budget, pursuant to and contingent upon Board approval of the 2018 budget (Company: 1000, Accounting Unit: 5007000, Account Codes: 511265, Total 2017 Amount: $91,235, Total 2018 amount $101,372). Future payments will be budgeted as a line item under water option payments accounting code Company 1000, Accounting Unit 5007000, and Accounting Code 511265, pursuant to and contingent upon future years’ budgets. Estimated expenditures under this Amendment are set forth below.

<table>
<thead>
<tr>
<th>Phase</th>
<th>Year</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>One and Two</td>
<td>2017</td>
<td>$ 91,235</td>
</tr>
<tr>
<td>Three</td>
<td>2018</td>
<td>$101,372</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>$192,607</strong></td>
</tr>
</tbody>
</table>
Approval of Monitoring Well System
Construction, Operation and Maintenance Agreement

Patrick L. Shriver
Darren Thompson, Director  For DT
Water Resources

APPROVED:

Robert R. Puente
President/Chief Executive Officer

Donovan Burton, Vice President
Water Resources, Conservation and
Governmental Relations
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES TO APPROVE THE MONITORING WELL SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENT BETWEEN GONZALES COUNTY UNDERGROUND WATER CONSERVATION DISTRICT, HAYS CALDWELL PUBLIC UTILITY AGENCY, CANYON REGIONAL WATER AUTHORITY, SCHERTZ SEGuin LOCAL GOVERNMENT CORPORATION, SAN ANTONIO WATER SYSTEM, AND TEXAS WATER ALLIANCE LIMITED; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE 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, San Antonio Water System (the “System”) undertook development of a groundwater project in Gonzales County known as the Regional Carrizo Project; and

WHEREAS, effective July 13, 2010, the System received a production permit from the Gonzales County Underground Water Conservation District (the “District”) with a special provision requiring approval by the System of a Monitoring Well Agreement to install four monitoring wells; and

WHEREAS, the District also issued permits to produce and transport water to the Hays Caldwell Public Utility Agency, the Canyon Regional Water Authority, the Schertz Seguin Local Government Corporation, and Texas Water Alliance Limited (collectively with the System the “Parties”); and

WHEREAS, the permits issued to each of the Parties also included a Special Provision requiring execution of a Monitoring Well System Agreement; and

WHEREAS, the System agrees with the other Parties it will be mutually beneficial that the monitoring wells collectively required by the Monitoring Well Agreements be constructed, operated, and maintained most efficiently and effectively as a singly undertaking to be performed by the District with defined funding by the Contributing Parties, and this Agreement will supersede and replace the Monitoring Well Agreement; and

WHEREAS, the System desires to enter into this Agreement regarding the design, construction, ownership, operation, maintenance of new monitoring wells to replace the monitoring wells specified in the Monitoring Well Agreement executed as a Special Provision to the System’s Production Permit; and
WHEREAS, the San Antonio Water System Board of Trustees desires that the System should enter into that one certain Monitoring Well System Construction, Operation and Maintenance Agreement to achieve these goals; now, therefore:

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

1. That the Monitoring Well System Construction, Operation and Maintenance Agreement attached hereto as Exhibit A (the “Agreement”) is hereby approved.

2. That the System’s President/Chief Executive Officer is hereby authorized to execute the 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 or work 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 10th day of January, 2017.

_______________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Ernesto Arrellano, Jr., Secretary
ATTACHMENT A
MONITORING WELL SYSTEM
CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENT

THIS MONITORING WELL SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE AGREEMENT (the “Agreement”) is entered into as of the ___ day of __________________, 2016 (the “Effective Date”), by and among the GONZALES COUNTY UNDERGROUND WATER CONSERVATION DISTRICT, a groundwater conservation district organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution (the “District”), HAYS CALDWELL PUBLIC UTILITY AGENCY, an agency and political subdivision of the State of Texas organized under the provisions of Chapter 572 of the Texas Local Government Code (“HCPUA”), CANYON REGIONAL WATER AUTHORITY, a regional water authority organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution (“CRWA”), SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION, a non-profit corporation created and existing under the laws of the State of Texas, including Texas Transportation Code Section 431.001 et seq. (“SSLGC), the CITY OF SAN ANTONIO, TEXAS, acting by and through its San Antonio Water System Board of Trustees (“SAWS”), and TEXAS WATER ALLIANCE LIMITED (“TWA”), a Texas corporation. The District, HCPUA, CRWA, SSLGC, SAWS, and TWA are collectively referred to as the “Parties” and individually referred to as a “Party.” HCPUA, CRWA, SSLGC, SAWS and TWA are collectively referred to as the “Contributing Parties” and individually referred to as a “Contributing Party.”

RECORD

A. The District has issued operating permits to each of the Contributing Parties for groundwater wells located in Gonzales and Caldwell Counties, Texas (the “Operating Permits”).

B. Each of the Operating Permits includes a special provision (the “Special Provision”) requiring acceptance and execution by that Contributing Party of a “Monitoring Well Agreement” requiring that Contributing Party install three Carrizo Aquifer monitoring wells (except for CRWA which is required to drill only two) and one Wilcox Aquifer monitoring well at locations designated by the General Manager of the District (the “General Manager”).

C. Each of the Contributing Parties has executed a Monitoring Well Agreement (each a “Monitoring Well Agreement,” and collectively, the “Monitoring Well Agreements”) with the District under which the Contributing Parties were to construct monitoring wells, but the District has not yet designated locations for the monitoring wells and the monitoring wells have not yet been installed.

D. The Parties agree that it would be mutually beneficial to collect additional data during the installation and operation of the monitoring wells to gain a better understanding of the hydrogeological characteristics of the outcrop area, and the interaction between the aquifers and area

1 TWA’s execution of this Agreement will require the consent of, but not the execution by, Guadalupe-Blanco River Authority.
rivers, and also to provide information for use in updating the Texas Water Development Board Groundwater Availability Models.

E. The Parties have mutually determined that the monitoring wells collectively required by the Monitoring Well Agreements can be constructed, operated and maintained most efficiently and effectively as a single undertaking to be performed by the District with defined funding by the Contributing Parties, and this Agreement will supersede and replace the Monitoring Well Agreements.

F. The Parties desire to enter into this Agreement regarding the design, construction, ownership, operation, maintenance and decommissioning (as used in this Agreement, to mean plugging and abandonment and surface reclamation) of new monitoring wells to replace the monitoring wells specified in the Monitoring Well Agreements executed as Special Provisions to the Operating Permits of the Contributing Parties.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the Parties agree as follows:

ARTICLE I
CONSTRUCTION OF NEW MONITORING WELLS

Section 1. The Project; Percentage Share of Project Cost. The “Project” shall consist of construction of a total of 19 monitoring wells (the “New Monitoring Wells”) constituting all of the monitoring wells collectively required by the District in connection with the Operating Permits of the Contributing Parties. The Parties agree that the total cost to complete the Project (the “Project Cost”) shall be assessed on a percentage basis to each Contributing Party based on the number of monitoring wells that Contributing Party is responsible for funding as shown in the following table:

<table>
<thead>
<tr>
<th>Contributing Party</th>
<th>Number of Monitoring Wells in Monitoring Well Agreement</th>
<th>Percentage Share of Total Cost by Contributing Party</th>
</tr>
</thead>
<tbody>
<tr>
<td>HCPUA</td>
<td>4</td>
<td>21.05%</td>
</tr>
<tr>
<td>CRWA</td>
<td>3</td>
<td>15.80%</td>
</tr>
<tr>
<td>SSLGC</td>
<td>4</td>
<td>21.05%</td>
</tr>
<tr>
<td>SAWS</td>
<td>4</td>
<td>21.05%</td>
</tr>
<tr>
<td>TWA</td>
<td>4</td>
<td>21.05%</td>
</tr>
</tbody>
</table>

The New Monitoring Wells shall be drilled at locations that are currently available to or acquired by the District as designated by the General Manager with the approval of and, except with respect to the Project Cost, at no acquisition, lease, right-of-way, easement or other access obligation of or cost to any of the Contributing Parties. The New Monitoring Wells shall be fitted with equipment (the “Monitoring Equipment”) for monitoring the groundwater levels in those wells that is compatible with the District’s existing monitoring well system equipment, and the New Monitoring Wells,
Monitoring Equipment, and all leases, easements or other rights as are necessary for the construction, ownership, operation, maintenance and decommissioning of and access to the New Monitoring Wells and Monitoring Equipment shall be the property and obligation of the District.

Section 2. Design of the Project. The plans and specifications for the Project shall be prepared by consultants selected by the District and approved by the Contributing Parties. The design shall comply with all applicable federal, state and local laws, rules and regulations.

Section 3. Project Management. The General Manager shall manage the Project and the District shall select and contract with the water well driller and hydrogeologic consultant responsible for completing the Project. The District shall provide the Contributing Parties with monthly written updates on the Project, and each Contributing Party may provide input on any changes in the scope of the Project that it believes may be needed as the Project progresses.

Section 4. Construction of the Project. Construction of the Project shall commence upon the execution and delivery of a written construction agreement between the District and one or more contractors selected by the District.

Section 5. Work Schedule. The Project shall be conducted in phases that will allow for adjustments in the scope of the Project as provided below. Subject to the Force Majeure provisions of Article III, below, the District shall cause substantial completion of all Project phases to occur not later than December 31, 2019.

Phase I: Phase I of the Project shall include installation of three New Monitoring Wells in Guadalupe County, Texas, at the locations determined by the District and approved by the Contributing Parties. Once Phase I of the Project is concluded the District and the Contributing Parties will convene a meeting with the hydrogeologic consultant to discuss the results and make any adjustments necessary to the scope of work for the remainder of the Project. Subject to the Force Majeure provisions of Article III, below, the District shall complete Phase I not later than December 31, 2017.

Phase II: Phase II of the Project shall include the installation of six additional New Monitoring Wells in Guadalupe and Gonzales Counties, Texas, in accordance with the existing or adjusted scope of work for the Project at the locations determined by the District and approved by the Contributing Parties. Once Phase II is concluded, the District and the Contributing Parties will convene a meeting with the hydrogeologic consultant to discuss the results and make any adjustments necessary to the scope of work for the remainder of the Project. Subject to the Force Majeure provisions of Article III, below, the District shall complete Phase II not later than December 31, 2018.

Phase III: Phase III of the Project shall include the installation of ten New Monitoring Wells in Gonzales and Caldwell Counties, Texas, in accordance with the existing or adjusted scope of work for the Project at the locations determined by the District and approved by the Contributing Parties. This third phase of work shall also include preparation of a final report by the hydrogeologic consultant for submittal by the consultant to the District and the Contributing Parties. Subject to the
Force Majeure provisions of Article III, below, the District shall complete Phase III not later than December 31, 2019.

Section 6. Completion of Project. Upon completion of each phase of the Project, the General Manager shall notify the Contributing Parties in writing that the phase of work has been completed in accordance with the plans and specifications and construction agreements.

Section 7. Cost of Project. The District has estimated that the total cost to complete the Project is $915,000.00 (the “Project Cost”). This amount includes all costs of the Project, including without limitation: all reasonable costs of design, engineering, materials, labor, construction, and inspection arising in connection with the Project; all payments arising under any contracts entered into for the construction of the Project; all costs for real property interests needed for the Project, including the well sites and temporary and permanent access rights; and all costs incurred in connection with obtaining governmental approvals, certificates, or permits required for the Project (other than any costs imposed by the District). The Parties agree that, based on the current hydrogeological information available, the Project Cost will provide ample funding to complete the Project and is a not-to-exceed cost and budget for the Project. Any costs in excess of the Project Cost required to complete the Project shall be the sole responsibility of the District unless otherwise agreed in writing by the Parties. The Parties agree that funding for Phase I (three wells) in the amount of $144,474.00 shall be submitted by the Contributing Parties to the District in immediately available funds by February 28, 2017, with each Contributing Party providing their percentage share of that amount by that date. Subject to the provisions of Article IV, Section 11 below, funding for Phase II (six wells) in the amount of $288,947.00 shall be submitted by the Contributing Parties to the District in immediately available funds by October 15, 2017, with each Contributing Party providing their percentage share of that amount by that date. Subject to the provisions of Article IV, Section 11 below, funding for Phase III (ten wells) in the amount of $481,579.00 shall be submitted by the Contributing Parties to the District in immediately available funds by October 15, 2018, with each Contributing Party providing their percentage share of that amount by that date. The percentage share to be paid by each Contributing Party as provided in this Section 7 shall be determined by reference to the percentages under the column heading “Percentage Share of Total Cost by Contributing Party” in the table in Section 1 of this Article I. If the total of the contributed funds for Phases I, II and III exceeds the actual total Project Cost, the District shall make a refund to each of the Contributing Parties, pro rata based on the percentage share paid by each Contributing Party towards the Project, within thirty (30) days of the date the District makes final payment for the Project.

Section 8. Discharge of Monitoring Well Obligations. The District agrees that full payment by a Contributing Party of that Contributing Party’s payment obligations under Section 7 of this Article I constitutes full and complete discharge of all of that Contributing Party’s obligations under this Agreement, and full and complete discharge of that Contributing Party’s obligations under the Special Provision in that Contributing Party’s Operating Permits.

Section 9. Operation, Maintenance, Repair and Decommissioning of Wells and Equipment. The District shall be solely responsible for operating, maintaining, repairing, replacing and decommissioning the New Monitoring Wells and the Monitoring Equipment, at the District’s sole
cost. The District shall maintain the New Monitoring Wells and the Monitoring Equipment in good condition and working order and in accordance with all applicable federal, state and local laws, rules and regulations and accepted operating practices.

Section 10. Approval by the Contributing Parties. Any and all references in this Agreement to the approval by the Contributing Parties (or approved by the Contributing Parties) shall mean the approval by each Contributing Party in writing and which approval shall not be unreasonably withheld, conditioned or delayed by such Contributing Party.

Section 11. No Joint and Several Obligations. The obligations of each Contributing Party under this Agreement, including, but not limited to, such Contributing Party’s obligations to pay its proportionate share of the Project Cost as provided in this Agreement, shall be several and not joint and several, and no Contributing Party shall be jointly and severally obligated to the District or any other Contributing Party or any other person to incur any obligations not performed, or pay any portion of the Project Cost or other liabilities not paid, by any other Party under this Agreement.

ARTICLE II
REMEDIES

Section 1. Default. In the event any Party fails to perform any obligation or make any payment in the required amount when due under this Agreement, any other Party may give to the defaulting Party written notice of such default specifying the failure or default. If the defaulting Party fails to fully cure the default specified in such notice within thirty (30) days after receipt of such notice, any non-defaulting Party shall be entitled to: (a) a proper writ issued by a court of competent jurisdiction compelling and requiring the defaulting party to observe and perform the covenants, obligations and conditions described in this Agreement; or (b) pursue all other legal or equitable remedies; provided that damages, if any, shall be limited to actual damages and shall not include special, incidental or consequential damages. Any non-defaulting Party may employ attorneys to pursue its legal rights and if it prevails before any court or agency of competent jurisdiction, the defaulting Party shall be obligated to pay all expenses incurred by any non-defaulting Party, including reasonable attorneys’ fees. The Parties specifically acknowledge and agree that a default by one Contributing Party under this Agreement shall not constitute a default by any other Contributing Party under this Agreement. No single or partial exercise of any right or remedy under this Agreement precludes the simultaneous or subsequent exercise of any other right or remedy.

Section 2. Default by Contributing Party. Unless the subject of a dispute by a Contributing Party for which written notice has been provided to the District and the other Contributing Parties, a material default under this Agreement by such Contributing Party that is not cured within thirty (30) days after such Contributing Party receives written notice of the default from the District is a violation of the Operating Permit applicable to such Contributing Party.
ARTICLE III
FORCE MAJEURE

Section 1. General and Definition. Notwithstanding any provision in this Agreement to the contrary, the District’s obligation to timely complete Phase I, Phase II and Phase III of the Project under this Agreement is subject to Force Majeure. For purposes of this Agreement, the term “Force Majeure” means and includes acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the government of the United States or the State of Texas (including any agencies or political subdivisions thereof, other than the District) or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and civil disturbances, explosions, breakage, or accidents to equipment, pipelines, or canals, labor shortages, and other inabilities of the District, whether similar to those enumerated or otherwise, that are not within the control of the District and that could not have been avoided by the exercise of due diligence and care. It is specifically agreed that the term “Force Majeure” shall include time periods for which the District’s performance is delayed while it seeks third party regulatory approvals (provided the District has furnished all required information required to secure such approvals) and time periods during which easement acquisition is delayed due to the eminent domain proceedings or protracted negotiations, and the District’s obligation to timely complete Phase I, Phase II and Phase III of the Project hereunder shall be tolled during such Force Majeure periods.

Section 2. Obligations During Force Majeure Event. The District shall promptly (and within five (5) business days) notify each Contributing Party of any Force Majeure event. During the period of a Force Majeure event, the District shall furnish regular written reports updating the Contributing Parties on the status of the Project and providing any other information that a Contributing Party reasonably requests; and shall, to the extent it is able, continue to perform its obligations under this Agreement; and cause the suspension of performance to be of no greater scope and no longer duration than the Force Majeure event requires. When the District is able to resume performance of its obligations under this Agreement, it shall promptly (and within five (5) business days) give the Contributing Parties written notice to that effect and shall resume performance under this Agreement no later than five (5) business days after the notice is delivered.

Section 3. Dispute Resolution. The Parties shall negotiate in good faith and attempt to resolve any dispute among the Parties as to whether a Force Majeure event has occurred or as to whether a Force Majeure event has prevented the District, in whole or in part, from performing its obligation to timely complete Phase I, Phase II and Phase III of the Project under this Agreement. The burden of proof as to whether a Force Majeure event has occurred or whether the Force Majeure event has prevented performance is upon the District.

Section 4. Remedy for Force Majeure Event. If the District’s suspension of performance continues for a period of more than three (3) consecutive months as a result of a District Force Majeure event, the time for the Contributing Parties’ performance under Article I, Section 7 of this Agreement shall be extended for thirty (30) days.
ARTICLE IV
MISCELLANEOUS

Section 1. Modification. This Agreement represents the entire agreement among the Parties relating to the Project and supersedes all prior oral and written agreements. This Agreement shall be subject to change or modification only with the prior written consent of all Parties. The District agrees that it will not enter into any agreement with any Contributing Party that would have the effect of modifying such Contributing Party’s obligations under this Agreement in any manner that would adversely affect the rights or obligations of any other Contributing Party without the prior written consent of all Parties.

Section 2. Assignability. No Party may assign this Agreement or any of its rights or obligations hereunder without obtaining the prior written consent of the other Parties hereto, except that a Contributing Party may assign this Agreement (in whole, but not in part) in conjunction with the transfer of ownership of its respective Operating Permit.

Section 3. Monitoring Well System Data. Each Contributing Party shall have the right to review all data obtained by the District from the monitoring well system owned or operated by the District as a result of the Project, and may request, at such Contributing Party’s expense, copies of all documents, data and information obtained by the District in the operation of such monitoring well system.

Section 4. Captions. The captions appearing at the first of each numbered section or paragraph in this Agreement shall never be considered or given any effect in construing this Agreement.

Section 5. Applicable Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Texas.

Section 6. Parties at Interest. This Agreement shall be for the sole and exclusive benefit of the Parties and may never be construed to confer any benefit to any third party. The relationship of the Parties under this Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency. No Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action, which shall be binding on another Party.

Section 7. Waiver. Each Party may specifically, but only in writing, waive any breach of this Agreement by any other Party, but no such waiver may be deemed to constitute a waiver of similar or other breaches by such other Party. To the extent that any course of dealing, act, omission, failure or delay in exercising any right or remedy by a Party under this Agreement constitutes the election of an inconsistent right or remedy by that Party, that election does not constitute a waiver of any right or remedy, or limit or prevent the subsequent enforcement of any provision of this Agreement by that Party.

Section 8. Notices. All notices from a Party to any other Party shall be in writing and mailed by Certified Mail, Return Receipt Requested, addressed to all of the other Parties, as follows:
If to the District:

Gonzales County Underground Water Conservation District
920 Saint Joseph Street, Room 129
P.O. Box 1919
Gonzales, TX 78629
Attn: General Manager

If to HCPUA:
Executive Director
Hays Caldwell Public Utility Agency
630 East Hopkins Street
San Marcos, TX 78666

If to CRWA:

General Manager
Canyon Regional Water Authority
850 Lakeside Pass
New Braunfels, TX 78130

If to SSLGC:

General Manager
Schertz/Seguin Local Government Corporation
P.O. Box 833
Seguin, TX 78155

If to SAWS:

President/Chief Executive Officer
San Antonio Water System
P.O. Box 2449
San Antonio, TX 78298

If to TWA:

Texas Water Alliance Limited
1399 Sattler Road
New Braunfels, TX 78132
Attn: Vice President

With a copy to:
Any Party may change its address for notice purposes by giving written notice of such change to all other Parties.

Section 9. Term. Except as otherwise provided herein, the duration of this Agreement shall be from the Effective Date and for as long thereafter as any of the Contributing Parties, its successors or assigns, conducts Water Production Operations within the boundaries of the District. For purposes hereof, the term “Water Production Operations” means any activity related or incidental to obtaining or maintaining permits or authority necessary for the Contributing Party to drill, test, produce or transport groundwater from within the boundaries of the District.

Section 10. Waiver of Consequential and Punitive Damages. In no event shall any Party be liable for any consequential, indirect, special, incidental or punitive damages of any nature including lost profits or revenues, which may arise in any manner as a result of a Party’s performance or non-performance of its obligations hereunder, whether based upon a claim for a breach of contract, tort or otherwise.

Section 11. Authority for Execution. The District hereby certifies, represents, and warrants to the other Parties that the execution, delivery and performance of this Agreement is duly authorized and adopted in conformity with its statutory authority and bylaws. Each Contributing Party hereby certifies, represents, warrants and covenants to the other Parties that funds adequate to pay its percentage share of the Phase I Project Cost have been budgeted in the Contributing Party’s current annual budget and that it will use its best efforts to budget adequate funds for its share of the Phase II and Phase III Project Costs in each of its subsequent annual budgets until it makes payment of its share of the total Project Cost. In the event a Contributing Party does not budget adequate funds in a subsequent annual budget to make payment of its share of the Phase II or Phase III Project Cost, that Party shall notify the other Parties of its termination of participation in this Agreement, that Party shall irrevocably forfeit all funds previously paid to the District, that Party shall not be discharged from its obligations under the Special Provision in its Operating Permits, and that Party shall be solely responsible for its compliance with the Special Provision in its Operating Permits as if this Agreement had not been executed by such Party.

Section 12. Counterparts; Effectiveness. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed to be an original, and all such counterparts shall together constitute and be one and the same instrument. Execution of a copy of this Agreement which has been telecopied, faxed or transmitted by other electronic transmission device, and/or following execution thereof returned by any such device, shall be deemed to be effective and constitute an original instrument. This Agreement shall not become effective nor enforceable by or against any Party unless and until executed and delivered by all Parties.
Section 13. Effect on Prior Monitoring Well Agreements. Except as provided by the last sentence of Section 11 of this Article IV, by their signatures below, the Parties agree that the prior Monitoring Well Agreements by and between each of them and the District are terminated as of the Effective Date of this Agreement and shall have no further force or effect, and all Parties are released from all obligations under the prior Monitoring Well Agreements.

Remainder of page intentionally left blank;
Signature pages follow
IN WITNESS WHEREOF, this Agreement has been duly executed and delivered by the duly authorized officer of each Party as of the Effective Date. The President of the District has executed, and the Secretary of the District has attested, this instrument on behalf of said District pursuant to an Order passed and approved by the Board of Directors of the District.

DISTRICT

ATTEST:

GONZALES COUNTY UNDERGROUND WATER CONSERVATION DISTRICT

By: ____________________________  By: ____________________________
Name: __________________________ Name: __________________________
Title: Secretary  Title: President

HCPUA

ATTEST:

HAYS CALDWELL PUBLIC UTILITY AGENCY

By: ____________________________  By: ____________________________
Name: __________________________ Name: __________________________
Title: __________________________ Title: __________________________

CRWA

ATTEST:

CANYON REGIONAL WATER AUTHORITY

By: ____________________________  By: ____________________________
Name: __________________________ Name: __________________________
Title: __________________________ Title: __________________________
SSLGC

ATTEST:

SCHERTZ/SEGUIN LOCAL GOVERNMENT CORPORATION

By: ___________________________  By: ___________________________

Name: __________________________ Name: __________________________

Title: __________________________  Title: __________________________

SAWS

ATTEST:

CITY OF SAN ANTONIO, TEXAS, acting by and through its San Antonio Water System Board of Trustees

By: ___________________________  By: ___________________________

Name: __________________________ Name: __________________________

Title: __________________________  Title: __________________________

TWA

ATTEST:

TEXAS WATER ALLIANCE LIMITED

By: ___________________________  By: ___________________________

Name: __________________________ Name: __________________________

Title: __________________________  Title: __________________________
AGENDA ITEM NO. 19

TO: San Antonio Water System Board of Trustees

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

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

SUBJECT: RATIFICATION OF AWARD OF BOILER REPAIR SERVICES FOR EMERGENCY BOILER REPAIR OF DOS RIOS WATER RECYCLING CENTER DIGESTER BOILERS NO. 1 AND NO. 2

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution ratifies the actions of the Vice President of Production and Treatment in approving the purchase order for an emergency repair services contract in the amount of $110,926.90 to Cleaver Brooks, a local, non-SMWB contractor, in connection with Emergency Repair of Dos Rios Water Recycling Center (WRC) Digester Boilers No.1 and No. 2. This project is located in Council District 3.

- The Dos Rios WRC, located at 3495 Valley Road in south San Antonio, processes more than 700,000 gallons of wastewater sludge daily through the nine sludge digesters. Part of the sludge digestion process requires heating the sludge to 95 degrees Fahrenheit and maintaining this temperature throughout the digestion process. Two large 120,000,000 BTU boilers, Digester Boilers No. 1 and No. 2, provide the heating for the digester sludge.

- On September 9, 2016, San Antonio Water System (SAWS) Maintenance called the boiler manufacturer to provide an assessment and costs for emergency repairs to failed digester Boiler No. 1. SAWS awarded emergency Purchase Orders totaling $84,981.90 to Cleaver Brooks, the boiler manufacturer, for repairs to Boiler No. 1.

- Before Boiler No. 1 repair was awarded, Boiler No. 2 began leaking steam and water out of the end cap. Due to the urgency of the situation, SAWS Maintenance asked Cleaver Brooks to assess Boiler No. 2 and provide a recommendation as to the best approach in expediting repairs on both boilers in order to minimize down time and impact. They recommended to perform temporary repairs on Boiler No. 1 and place it in service so that Boiler No. 2 could be taken off line. They provided a quote of $25,945.00 to perform emergency repairs on Boiler No. 2.

- An emergency purchase order in the amount of $25,945.00 was awarded to Cleaver Brooks for expedited repair service of Boiler No. 2. The majority of emergency repairs to digester Boiler No. 1 and Boiler No. 2 will be complete by December 2016, with exception of replacement of Conversion Panel which required long lead time for delivery and will be
Emergency Repair of Dos Rios WRC Digester Boilers No.1 and No.2 complete in February 2017.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The System Fund will finance the total amount of $110,926.90 for these services (Company: 1000; Accounting Units: 5034000; Account: 511430).

Parviz Chavol, P.E.  
Sr. Director, Production and Treatment

Jeffrey J. Haby, P.E.  
Vice President, Production and Treatment

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES RATIFYING THE ACTIONS OF THE VICE PRESIDENT OF PRODUCTION AND TREATMENT IN APPROVING THE AWARD OF AN EMERGENCY PURCHASE ORDER IN THE AMOUNT OF $110,926.90 TO CLEAVER BROOKS SERVICES IN CONNECTION WITH THE EMERGENCY REPAIR OF DIGESTER BOILERS NO. 1 AND NO. 2 AT THE DOS RIOS WATER RECYCLING CENTER; AUTHORIZING THAT AN AMOUNT NOT TO EXCEED $110,926.90 BE MADE AVAILABLE AND EXPENDED FROM THE SYSTEM FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY CLEAVER BROOKS AN AMOUNT NOT TO EXCEED $110,926.90 FOR THE WORK ASSOCIATED WITH THE EMERGENCY REPAIR OF THE DOS RIOS WATER RECYCLING CENTER’S DIGESTER BOILERS NO. 1 AND NO. 2; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the Dos Rios Water Recycling Center (WRC), located at 3495 Valley Road in south San Antonio, processes more than 700,000 gallons of wastewater sludge daily through the nine 2.2 million gallon sludge digesters; and

WHEREAS, sludge digestion process requires heating the sludge to 95 degrees Fahrenheit and maintaining this temperature throughout the digestion process. Two large 120,000,000 BTU boilers provide the heating for the nine 2.2 million gallon sludge digesters; and

WHEREAS, on September 9, 2016, San Antonio Water System (the “System”) Maintenance called the boiler manufacturer to provide an assessment and costs for emergency repairs to failed digester Boiler No. 1, and awarded emergency Purchase Orders totaling $84,981.90 to Cleaver Brooks, the boiler manufacturer, for repairs to Boiler No. 1; and

WHEREAS, before Boiler No. 1 repair was awarded, Boiler No. 2 began leaking steam and water out of the end cap. Due to the urgency of the situation the System provided an Emergency Purchase Order in the amount of $25,594.00 to Cleaver Brooks to assess and provide emergency repair services for Boiler No. 2 in order to minimize down time and impact on the sludge processing; and

WHEREAS, Cleaver Brooks provided required labor and materials and
expeditiously repaired deficiencies with digester boilers No. 1 and No. 2 at the Dos Rios WRC with exception of Conversion Panel which will be replaced at a later date due to a long lead time and minimized the impact on digestion process; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to ratify the actions of the Vice President of Production and Treatment in approving the award of emergency purchase orders in the total amount not to exceed $110,926.90 in connection with the emergency repair of the Dos Rios WRC Digester Boilers No.1 and No. 2, (ii) to approve the expenditure of System funds in the amount not to exceed $110,926.90 for emergency repair work, and (iii) to make available funds in an amount not to exceed $110,926.90 from the System’s Fund, and (iv) to authorize the President/Chief Executive Officer or his duly appointed designee to pay an amount not to exceed $110,926.90 to Cleaver Brooks, for the repair work; now, therefore:

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

1. That the actions of the Vice President of Production and Treatment in approving an emergency Purchase Order in an amount not to exceed $110,926.90 payable to Cleaver Brooks, for the work in connection with Dos Rios WRC Digester Boiler No.1 and No. 2 emergency repairs, is hereby ratified.

2. That the expenditure of System funds in the amount not to exceed $110,926.90 for the project work is hereby approved.

3. That a total sum not to exceed $110,926.90 for the project work is hereby made available and is to be expended from the System Fund.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay to Cleaver Brooks an amount not to exceed $110,926.90 for the project work in connection with the emergency repair of the Dos Rios WRC Digester Boilers No.1 and 2.

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

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

7. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 10th day of January 2017.

__________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Daniel G. Myers, P.E., Project Manager, Sewer System Improvements, and Jeffery J. Haby, P.E., Vice President, Production and Treatment Operations

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

SUBJECT: APPROVAL OF CONTRACT AMENDMENT NO. 1 AND AUTHORIZATION OF ADDITIONAL ARCHITECTURAL LANDSCAPING SERVICES FOR THE CENTRAL COOLING PLANT

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves Contract Amendment No. 1 and authorizes an amount not to exceed $7,649.00 for additional architectural landscaping services related to the Central Cooling Plant Improvements Project and authorizes the San Antonio Water System’s (the “System”) President/Chief Executive Officer to provide additional payment in an amount not to exceed $7,649.00 to the CFZ Group, LLC.

- On August 13, 2015, the System issued a Request for Proposals for Architectural Landscape Services for the Chilled Water Plant Improvements Project.

- On August 24, 2015, the System received three proposals for Architectural Landscape Services. The proposals were evaluated by System staff.

- On October 9, 2015, the System executed a contract for Architectural Landscape Services for $49,500.00 for the Central Cooling Plant Improvements Project to CFZ Group, LLC, a local/WBE – Hispanic company.

- Since the initial award of this contract did not exceed $50,000.00, no Board of Trustee action was needed. This amendment would increase the total contract amount to greater than $50,000.00; therefore, this amendment is presented for Board approval.

- CFZ Group, LLC has provided quality architectural landscape services for the Central Cooling Plant Improvements Project.

Staff recommends that the Board approve this resolution.
Approval of Contract Amendment No. 1 and Authorization of Additional Funds for Central Cooling Plant Improvements Project

FINANCIAL IMPACT:

The System Fund will finance the total amount of $7,649.00 for these services and are budgeted in the 2017 budget. The job number is 15-7502 (Company: 1000; Accounting Unit: 5030100; Account: 511430).

Total value of this action is an amount not to exceed $7,649.00.

<table>
<thead>
<tr>
<th>Amount</th>
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<tr>
<td>Original Contract Amount</td>
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<tr>
<td>Proposed Contract Amendment No. 1</td>
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<td>Revised Contract Amount</td>
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Daniel G. Myers, P.E.
Project Manager
Sewer System Improvements

Robert R. Puente
President/Chief Executive Officer

Vice President
Production & Treatment
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING CONTRACT AMENDMENT NO. 1 TO PROVIDE FOR ADDITIONAL SERVICES RELATED TO ARCHITECTURAL LANDSCAPE SERVICES TO THE EXISTING CONTRACT WITH CFZ GROUP, LLC FOR ADDITIONAL FUNDS IN AN AMOUNT NOT TO EXCEED $7,649.00; APPROVING ADDITIONAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $7,649.00 FOR A TOTAL AUTHORIZATION AMOUNT NOT TO EXCEED $57,149.00 FROM THE SYSTEM FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE AN AMENDMENT TO AN EXISTING CONTRACT WITH CFZ GROUP, LLC FOR ARCHITECTURAL LANDSCAPE SERVICES, AND TO PAY CFZ GROUP, LLC AN AMOUNT NOT TO EXCEED $7,649.00 TO PERFORM ADDITIONAL ARCHITECTURAL LANDSCAPE SERVICES; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING FOR A SEVERABILITY CLAUSE AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the San Antonio Water System (the “System”) executed a contract with CFZ Group, LLC on October 8, 2015 for Architectural Landscape Services in an amount not to exceed $49,500.00 for the design and construction administration services of Landscape Improvements at the System’s Central Cooling Plant Improvements Project; and

WHEREAS, the initial award of this contract did not exceed $50,000.00; therefore, no Board of Trustee action was needed; and

WHEREAS, this amendment would increase the total contract amount to more than $50,000.00; therefore, this amendment is presented for Board approval; and

WHEREAS, CFZ Group, LLC has provided high quality Architectural Landscape Services to the System at the Central Chilled Water Plant and additional architectural landscape services were needed; and

WHEREAS, the total amount for this contract is not to exceed $57,149.00; and

WHEREAS, System funds are required in an additional amount not to exceed $7,649.00; and
WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve Contract Amendment No.1 by amending the existing contract with CFZ Group, LLC for additional funds in an amount not to exceed $7,649.00 for architectural landscape services for the Central Cooling Plant, (ii) to authorize that expenditures in an amount not to exceed $7,649.00 be expended from the System Fund, (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute an amendment to the contract with CFZ Group, LLC for architectural landscape services in an amount not to exceed $7,649.00, and to pay CFZ Group LLC an amount not to exceed $7,649.00 to perform additional architectural landscape services; now, therefore:

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

1. That Contract Amendment No. 1 is hereby approved to provide additional architectural landscape services related to the existing contract with CFZ Group, LLC in an amount not to exceed $7,649.00 for the Central Cooling Plant.

2. That expenditures in an amount not to exceed $7,649.00 are hereby approved and to be expended from the System Fund to perform architectural landscape services.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute an amendment to the existing contract with CFZ Group, LLC for architectural landscape services for the Central Cooling Plant in an amount not to exceed $7,649.00, and to pay CFZ Group LLC an amount not to exceed $7,649.00 for the additional architectural landscape 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 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 work 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 10th day of January, 2017.

___________________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM:   Sree Pulapaka, Vice President/Chief of Information Systems, and Douglas P. Evanson, Senior Vice President/Chief Financial Officer

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

SUBJECT: AUTHORIZING EXPENDITURES FOR SOFTWARE SUBSCRIPTION AND MAINTENANCE AGREEMENTS WITH B2GNOW/ASKREPLY, INC.

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes expenditures for software subscription and maintenance agreements with B2GNow/AskReply, Inc. for the LCPtracker software.

• B2GNow and LCPtracker is utilized at the San Antonio Water System to monitor subcontractor payments in order to comply with the SAWS SMWB Policy.

• The annual software maintenance agreements provide for software updates and continual product support.

• This resolution approves license upgrades in the amount of $54,450.00 through December 31, 2017.

• Total expenditures in 2017 are not to exceed $54,450.00 payable to B2GNow/AskReply, Inc.

Staff recommends approval of this item.

FINANCIAL IMPACT:

Funds will be made available from the System Fund to purchase the annual subscriptions and maintenance. The total amount is not to exceed $54,450.00 for FY 2017. These items will be paid from System Fund budgeted in the FY 2017 expense budget (Company: 1000, Accounting Unit: 5021000, Account: 511381).

Sree Pulapaka
Vice President/Chief of Information Systems

Douglas P. Evanson
Senior Vice President/Chief Financial Officer

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING EXPENDITURES FOR SOFTWARE SUBSCRIPTION AND MAINTENANCE AGREEMENTS WITH B2GNOW/ASKREPLY, INC. IN A TOTAL AMOUNT NOT TO EXCEED $54,450.00 FROM THE SYSTEM FUND; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO PAY B2GNOW/ASKREPLY, INC. AN AMOUNT NOT TO EXCEED $54,450.00 FOR THE SUBSCRIPTIONS AND MAINTENANCE; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, B2GNow and LCPtracker is utilized at the San Antonio Water System (the “System”) to monitor subcontractor payments in order to comply with the SMWB Policy; and

WHEREAS, the required funding—an amount not to exceed $54,450.00 is available from the System Fund; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to authorize expenditures and to make available from the System Fund an amount not to exceed $54,450.00 for software subscriptions and maintenance from B2GNow/AskReply, Inc., and (ii) to authorize the President/Chief Executive Officer or his duly appointed designee to make payment to B2GNow/AskReply, Inc. for the purchase software subscriptions and maintenance in a total amount not to exceed $54,450.00; now, therefore:

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

1. That expenditures in a total amount not to exceed $54,450.00 are hereby authorized and made available from the System Fund in FY 2017 for the purchase of software related subscriptions and maintenance utilized at the System.

2. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay B2GNow/AskReply, Inc. an amount not to exceed $54,450.00 for the subscriptions and maintenance of software utilized at the System.

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 is effective immediately upon passage of this resolution.

   PASSED AND APPROVED this the 10th day of January, 2017.

___________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_____________________________
Ernesto Arrellano, Jr., Secretary
AGENDA ITEM NO. 22

TO: San Antonio Water System Board of Trustees

FROM: Sree Pulapaka, Vice President/Chief Information Officer and Douglas P. Evanson, Senior Vice President/Chief Financial Officer

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

SUBJECT: APPROVING THE FIRST OPTION EXTENSION YEAR OF A FOUR YEAR CONTRACT WITH VARIOUS TEMPORARY EMPLOYMENT AGENCIES FOR INFORMATION SYSTEMS RELATED POSITIONS

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves the first year extension the of a four year contract with various temporary employment agencies for Information Systems related positions from January 1, 2017 through December 31, 2017 in an amount not to exceed $2,276,320.00.

- Resolution No. 13-014 approved on January 9, 2013, accepted the proposal of and authorized the execution of a new contract with various temporary employment agencies to provide employment services for Information Systems related positions from January 1, 2013 through December 31, 2016, with two successive one-year term extensions.

- San Antonio Water System currently contracts the services of about 5 to 10 workers through temporary employment agencies per year for Information Systems related positions.

- Temporary employment workers are requested on an as-needed basis from the most appropriate agency and based on the type of work required. Payment is made only upon actual use of the agencies.

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

Funds for the services to be provided during FY 2017 will be paid from System and Project Funds budgeted in the 2017 Budget (Company: 1000, Center Number: Various, Account: 511315. Total amount $2,276,320.00).

Each department will fund the cost of temporary employees in their cost centers as services are utilized.

Sree Balapaka  
Vice President/Chief Information Officer

Douglas P. Evanson  
Senior Vice President/Chief Financial Officer

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING THE FIRST OPTION EXTENSION YEAR OF A FOUR YEAR CONTRACT WITH VARIOUS TEMPORARY EMPLOYMENT AGENCIES FOR INFORMATION SYSTEMS RELATED POSITIONS IN AN AMOUNT NOT TO EXCEED $2,276,320.00 FOR TEMPORARY EMPLOYMENT SERVICES; AUTHORIZING EXPENDITURES IN AN AMOUNT NOT TO EXCEED $2,276,320.00 FOR EMPLOYMENT SERVICES FOR THE PERIOD OF JANUARY 1, 2017 THROUGH DECEMBER 31, 2017 FROM SYSTEM AND PROJECT FUNDS; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE FOURTH YEAR OF A FOUR YEAR CONTRACT WITH VARIOUS TEMPORARY EMPLOYMENT AGENCIES AND TO PAY VARIOUS AGENCIES AN AMOUNT NOT TO EXCEED $2,276,320.00 FOR THE PERIOD OF JANUARY 1, 2017 THROUGH DECEMBER 31, 2017 FOR EMPLOYMENT 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”) currently contracts with the temporary employment agencies to provide temporary worker services for the System; and

WHEREAS, the System contracts the services of about 5 to 10 workers through various temporary employment agencies per year for Information Systems related positions; and

WHEREAS, temporary employment workers are requested on an as-needed basis from the most appropriate agency and based on the type of work required. Payment is made only upon actual use of the agencies; and

WHEREAS, the San Antonio Water system Board of Trustees desires (i) to approve a one year extension of a four year contract with various temporary employment agencies for temporary worker services from January 1, 2017 through December 31, 2017, (ii) to authorize expenditures in an amount not to exceed $2,276,320.00 for employment services for the period of January 1, 2017 through December 31, 2017 from the System and Project Funds, and (ii) to authorize the President/Chief Executive Officer or his duly appointed designee to pay an amount not to exceed $2,276,320.00 to the temporary employment agencies for Information Systems
related temporary worker services from January 1, 2017 through December 31, 2017; now, therefore

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

1. That a one year extension of a four year contract with various temporary employment agencies for Information System related positions is hereby approved.

2. That expenditures in an amount not to exceed $2,276,320.00 from January 1, 2017 through December 31, 2017 are hereby approved to be expended from the System and Project Funds.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to pay an amount not to exceed $2,276,320.00 to the temporary employment agencies for temporary worker services for FY 2017 for Information Systems related positions from January 1, 2017 through December 31, 2017.

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

5. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative or invalid, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, invalid or ineffective, the remainder of this resolution shall nevertheless and 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 10th day of January, 2017.

____________________________________
Berto Guerra, Jr., Chairman

ATTEST:

____________________________________
Ernesto Arrellano, Jr., Secretary
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 FOR METER READING PROVISION SERVICES BY YANCEY WATER SUPPLY CORPORATION

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution approves a revised interlocal agreement between the San Antonio Water System (SAWS) and the Yancey Water Supply Corporation (YWSC) for meter read provision services.

- YWSC provides retail water utility service in Medina and other Counties, pursuant to its Certificate of Convenience and Necessity No. 11463.

- SAWS provides sanitary sewer service within an area where YWSC provides water utility service.

- Approximately 450 of YWSC’s water customers are also SAWS’ wastewater customers.

- On February 9, 2011, SAWS and YWSC executed a billing services agreement under which YWSC performed sewer billing services on behalf of SAWS.

- On November 14, 2016, in accordance with the termination provisions of the billing services agreement, SAWS was notified that YWSC wishes to terminate the agreement for billing system technical incompatibility reasons.

- In lieu of billing for sewer service on behalf of SAWS, YWSC agrees to provide monthly water meter readings so that SAWS may directly bill its wastewater customers in the YWSC water service area.

- A new interlocal agreement addressing the provision of meter reads to SAWS is needed to replace the billing services agreement executed between the parties on February 9, 2011.

FINANCIAL IMPACT:

The proposed interlocal agreement provides that SAWS will pay YWSC the following fees for the provision of water meter reads and other necessary information sufficient to allow SAWS to bill directly wastewater customers within YWSC’s area:
(a) SAWS will pay YWSC $50 for each increment of 100 meter readings transmitted each month with billed consumption information for all wastewater accounts used as the basis for SAWS to bill its wastewater customers. For the purpose of calculating the fee to be billed to SAWS for the number of meter readings transmitted each month, the number of meter readings shall be rounded up to the next highest increment of 100 meter readings (for example, for the transmittal of 450 actual meter readings YWSC shall assess SAWS a total monthly charge of $250 as if 500 meter readings had been transmitted to SAWS); and

(b) $60.00 per trip for services to include water service disconnections and reconnections when a SAWS sewer customer is ninety (90) days delinquent on payment of a SAWS wastewater bill account, leaving services disconnected until the customer has paid SAWS in full.

YWSC will cease sewer service billing on behalf of SAWS after December 2016. YWSC will begin providing meter reads to SAWS on a monthly basis by the 28th of each month beginning in January 2017. SAWS will initiate direct sewer billing in February 2017. The YWSC Board of Directors is scheduled to approve the interlocal agreement at its meeting on January 9, 2017.

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 YANCEY WATER SUPPLY CORPORATION (YWSC) REGARDING WATER METER READING PROVISION 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, YWSC provides retail water utility service in Medina and other Counties, pursuant to its Certificate of Convenience and Necessity No. 11463; and

WHEREAS, SAWS provides sanitary sewer service within an area where YWSC provides water utility service; and

WHEREAS, approximately 450 YWSC's water customers are also SAWS' wastewater customers; and

WHEREAS, on February 9, 2011, SAWS and YWSC executed a billing services agreement under which YWSC performed sewer billing services on behalf of SAWS; and

WHEREAS, on November 14, 2016, in accordance with the termination provisions of the billing services agreement, SAWS was notified that YWSC wishes to terminate the agreement for billing system technical incompatibility reasons; and

WHEREAS, it remains customary in the water and wastewater industry to calculate wastewater charges based on the total amount of water usage as evidenced by periodic meter readings; and

WHEREAS, SAWS and YWSC remain in agreement that a cooperative meter reading agreement benefits both parties by more efficiently serving the customers of both systems; and

WHEREAS, YWSC agrees to provide periodic water meter readings so that SAWS may directly bill its wastewater customers in the YWSC water service area; and

WHEREAS, this Agreement is needed to replace the billing services agreement executed between the parties on February 9, 2011; and
WHEREAS, under the new Agreement, YWSC will be required to provide SAWS monthly commercial and residential meter reading and consumption information sufficient to allow SAWS to bill its wastewater customers; and

WHEREAS, under the terms of the new Agreement YWSC will cease sewer service billing on behalf of SAWS after December 2016, will begin providing meter reads to SAWS on a monthly basis by the 28th of each month beginning in January 2017, and SAWS will initiate direct sewer billing of SAWS sewer customers in the YWSC area in February 2017; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to terminate the existing interlocal agreement dated February 9, 2011 for sewer billing services with YWSC, (ii) to approve a new interlocal agreement with the YWSC for meter reading provision services, and (iii) 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 for sewer billing services dated February 9, 2011 between the San Antonio Water System and Yancey Water Supply Corporation is hereby terminated effective on the date of execution of the interlocal agreement for meter reading provision services.

2. That the interlocal agreement between the San Antonio Water System and Yancey Water Supply Corporation for meter reading provision services is hereby approved.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the interlocal agreement.

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 of word of this Resolution is for any reason held to be unconstitutional, illegal, inoperable, 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. That this Resolution shall take effect immediately from and upon passage hereof.

PASSED AND APPROVED this the 10th day of January, 2017.

______________________________
Berto Guerra, Jr., Chairman
ATTEST:

Ernesto Arrellano, Jr., Secretary  

Attachment:  
1. Interlocal Agreement
AGREEMENT BETWEEN
SAN ANTONIO WATER SYSTEM (SAWS) AND
YANCEY WATER SUPPLY CORPORATION (YWSC)
REGARDING WATER METER SERVICES

This Interlocal Agreement (the “Agreement”) is entered into, in duplicate originals, and effective on this ____ day of ______________, 2017, 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 January ___, 2017, and the Yancey Water Supply Corporation (“YWSC”), Texas Non-Profit Corporation, as authorized by YWSC’s Board, which was passed on __________, ____, together the “Parties.”

RECITALS

WHEREAS, YWSC provides retail water utility service in Medina and other Counties, pursuant to its Certificate of Convenience and Necessity No. 11463; and

WHEREAS, SAWS provides sanitary sewer service within an area where YWSC provides water utility service; and

WHEREAS, approximately 450 of YWSC’s water customers are also SAWS’ wastewater customers; and

WHEREAS, on February 9, 2011, SAWS and YWSC executed a billing services agreement under which YWSC performed sewer billing services on behalf of SAWS; and

WHEREAS, on November 14, 2016, in accordance with the termination provisions of the billing services agreement, SAWS was notified that YWSC wishes to terminate the agreement for billing system technical incompatibility reasons; and

WHEREAS, it remains customary in the water and wastewater industry to calculate wastewater charges based on the total amount of water usage as evidenced by periodic meter readings; and

WHEREAS, SAWS and YWSC remain in agreement that a cooperative meter reading agreement benefits both parties by more efficiently serving the customers of both systems; and

WHEREAS, YWSC agrees to provide periodic water meter readings so that SAWS may directly bill its wastewater customers in the YWSC water service area; and

WHEREAS, this Agreement is intended to replace the billing services agreement executed between the parties on February 9, 2011 in its entirety except as provided herein; and
WHEREAS, under the new Agreement, YWSC will be required to provide SAWS monthly commercial and residential meter reading and consumption information sufficient to allow SAWS to bill its wastewater customers; and

WHEREAS, the parties have specific authority under the Act to enter into an agreement to provide the services contemplated hereunder; 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 to create a mutually beneficial relationship in which SAWS pays YWSC to provide information necessary for SAWS to directly bill and collect amounts due for wastewater services provided to customers located within the YWSC water service area. At the inception of this Agreement, YWSC will provide approximately one (1) monthly commercial and approximately 450 residential water meter reads, as further described in this Agreement. SAWS will pay YWSC an amount that represents the herein described charge for the reading of the water meters and the timely transmission of information sufficient to allow SAWS to bill wastewater customers directly, as further described in this Agreement. The approximate locations of commercial and residential meters are identified on a map as Exhibit A, which is attached hereto and incorporated herein for all purposes. Both parties understand that the total number of customers that receive water service from YWSC, but receive wastewater service from SAWS, and are the subject matter of this Agreement, will fluctuate throughout the term of this Agreement.

1.02 Scope of Services.

On or before January 6, 2017, YWSC will cease billing and SAWS will begin billing for wastewater services provided by SAWS to customers who receive water from YWSC. YWSC will continue to remit to SAWS all amounts billed through this date but not yet collected in accordance with the billing services agreement executed on February 9, 2011. YWSC will provide data, including the data elements and in the format outlined in Exhibit B, which is attached hereto and incorporated herein for all purposes, of customer information for all active accounts by January 6, 2017. Beginning with the month of the transfer, YWSC will transmit to SAWS the relevant meter reading information described in Exhibit C on a monthly basis by the 28th day of each month thereafter.
1.03 Customer Notifications.

a. YWSC and SAWS shall send a joint letter to all affected customers and insert a letter/notice/flyer into their bills during the month prior to the transfer date. Both notices shall be pre-approved by SAWS and YWSC.

b. SAWS shall be responsible for printing the joint letter notices and paying all costs of transmitting the notices. SAWS shall use joint letterhead. YWSC shall provide a list of customer billing information upon request, approximately one week prior to the mailing. SAWS shall provide YWSC the data format for the information. YWSC will provide logo files as requested for the letterhead and envelope return address.

1.04 Other Requirements.

a. Should YWSC discover that a customer has utilized their water without paying for it (either through a straight connection or a “fail to sign”) and decides to bill the customer for prior usage, YWSC agrees to notify SAWS Customer Service System Control via e-mail at the following e-mail address - cs-systemcontrol@saws.org - indicating the affected meter number, customer name, customer address, Yancey, account number, billing month of consumption adjustment, and total consumption adjustment amount.

b. Notice of any data exchange format changes required by either party must be provided to the other party at least 90 days prior to implementation, or enough time to accommodate the needs of both entities.

c. To the extent possible, YWSC will communicate the following to customers as appropriate:

1. When a new customer contacts YWSC to start their water service, the YWSC representative will inform them that they will also receive a bill from SAWS for their wastewater service. The representative will tell the customer that they may call SAWS at 704-SA WS if they have questions about services provided by SAWS, but that they do not have to contact SAWS to initiate the service or billing.

2. When a residential YWSC water customer contacts YWSC to discontinue their service, the YWSC representative will inform the customer that if they are moving to a SAWS water service area, when they turn on their SAWS account they should tell the SAWS representative that they had a SAWS wastewater account. SAWS will then be able to transfer the winter average to the new account.

d. Each entity will designate a point of contact, who will resolve issues which may arise from the implementation of this contract.

e. Should YWSC receive payments or other correspondence intended for SAWS or should SAWS receive payments or other correspondence intended for YWSC, those items will be promptly mailed to the contact persons identified in Section 8 of the Agreement.
f. Should a customer contact the incorrect entity (YWSC instead of SAWS and vice-versa), each entity pledges to courteously and professionally inform the customer of the error, provide the correct contact information, and if possible, forward the customer to the proper phone number.

g. All billed consumption amounts will be provided in gallons, in whole numbers (no decimals).

2.00 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 and the YWSC Boards. YWSC shall begin to provide the services identified in this Agreement upon the effective date.

2.02 The term of this Agreement shall be for one (1) year after the effective date subject to the provision of Paragraph 4.02, below. The terms of this agreement may remain in effect after the expiration date until a successor agreement is executed between the parties.

3.00 Payment and Water Meter Services.

3.01 Meter Reads. SAWS will pay to YWSC $50 for each increment of 100 meter readings transmitted each month with billed consumption information for all wastewater accounts used as the basis for SAWS to bill its wastewater customers, as described in Exhibit C. For the purpose of calculating the fee to be billed to SAWS for the number of meter readings transmitted each month, the number of meter readings shall be rounded up to the next highest increment of 100 meter readings (for example, for the transmittal of 450 actual meter readings YWSC shall assess SAWS a total monthly charge of $250 as if 500 meter readings had been transmitted to SAWS).

3.02 Customer Activation, Deactivation, and Adjustments. Following the initial conversion date, as customers move into or out of the YWSC service area, YWSC shall forward to SAWS customer account and meter data necessary for SAWS to maintain its customer database and accurately bill customers. This data will be in the format described in Exhibit D, which is attached hereto and incorporated herein for all purposes, and will be transmitted monthly no later than the 28th day of the month when the change(s) occur in the preceding thirty (30) days. Should water consumption adjustments be needed for individual accounts from time-to-time, YWSC agrees to notify SAWS Customer Service System Control via e-mail at the following e-mail address - cs-systemcontrol@saws.org - indicating the affected meter number, customer name, customer address, Yancey, account number, billing month of consumption adjustment, and consumption adjustment amount.

3.03 Shut-Off of Accounts for Non-Payment. YWSC agrees to shut off water service to its customers who are ninety (90) days delinquent on payment of their SAWS wastewater/sewer bill accounts and leave services disconnected until customer has contacted SAWS and established payment arrangements or paid bill, even if said customer’s YWSC water bill is current. SAWS agrees to reimburse YWSC $60.00 per
trip for services, to include disconnections, reconnections and customers approved for
the courtesy notice program.

3.04 Customer Information Change. YWSC agrees to notify SAWS when an existing
customer wishes to make a minor change to the name on the account or the billing
name or address, without changing the basic customer responsibility for the account.
YWSC agrees to notify SAWS Customer Service System Control via e-mail at the
following e-mail address - cs-systemcontrol@saws.org - indicating the affected meter
number, Yancey account number, and customer address along with all necessary
associated customer information changes.

3.05 Data Transmission Format. Reports prepared as specified in each of the
Exhibits described above shall be formatted as comma delimited flat files. The files
shall then be submitted as required via e-mail to the following e-mail address: cs-
systemcontrol@saws.org.

4.00 Default and Termination

4.01 Breach of Agreement. 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.

4.02 Termination. Either party shall have the right to terminate this Agreement
without cause by providing the other party written notice of its intent to terminate.
Such termination without cause shall be effective one hundred and twenty (120) days
after one party receives the other party’s written notice of intent to terminate. YWSC
shall only be entitled to payment for its services up to the time of termination.

4.03 Liquidated Damages. In the event that YWSC does not provide sufficient
information to allow SAWS to bill its wastewater customers promptly and accurately,
as specifically required under Section 1 of this Agreement, then SAWS shall have the
right to reduce its per account payment, as identified in Section 3 above, by $.05 for
each account that is transmitted more than forty-eight (48) hours after the timelines
identified in Section 1 above. And for each additional twenty-four (24) period that
YWSC is late in transmitting the information required in Section 1, then SAWS shall
have the right to reduce its per account payment by an additional $.05. Both parties
agree that it is difficult to ascertain the exact amount of actual damages that will be
incurred by SAWS as a result of YWSC’s inability to timely submit the customer
consumption information required under this Agreement and that the $.05 reduction in
payments identified in this paragraph fairly compensates SAWS for such inability.

4.04 Mediation. In the event of a dispute under this Agreement, both parties agree to
mediate such dispute prior to filing a suit against the other party. The parties shall
mutually agree on a mediator. A dispute arising under or related to this Agreement
shall be mediated, including with limitation, each, all and any dispute or disputes about
or related to the validity, enforceability, construction, interpretation and performance of this Agreement ("Dispute").

a. **Notice of Dispute.** If either party believes a Dispute exists, that party may notify the other party, pursuant to the Notice provision of this Agreement that a Dispute exists and of the nature of the Dispute. The other party shall respond within ten (10) business days after notice, and notify the complaining party of its position in response and of its agreement to meet and attempt in good faith to resolve the Dispute.

b. **Response.** If the other party responds timely and agrees to meet, the parties’ authorized representatives and counsel shall meet within ten (10) business days after the response date and confer in good faith and exercise reasonable efforts to resolve the Dispute.

c. **Failure to Agree.** If the parties cannot informally resolve the Dispute, then either party may immediately request a mediation as set forth below.

d. **Appointment of Mediator.** The parties within ten (10) business days after referral to or agreement on mediation shall identify and agree on a mediator and they shall mediate the dispute on such terms as they shall agree upon.

e. If the Dispute is not resolved by mediation within twenty (20) business days after the commencement of the mediation or within twenty (20) business days after a failure to agree upon mediation procedures or a mediator as set forth above, then the parties may pursue any legal recourse allowable under law.

f. **Venue for the mediation shall be in Medina County, Texas, unless otherwise mutually agreed by the parties and both parties submit to jurisdiction in the courts of that venue.**

g. Each of the parties shall bear the costs of its own attorneys fees, and its other costs associated with the mediation, and each of the parties shall bear one-half (1/2) of the fees and costs incurred in connection with the mediator.

5.00 **Liability, Indemnity and Insurance.**

5.01 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, suites, 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 the performance of services or functions 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 YWSC shall be performing governmental functions on behalf of SAWS, both parties shall further assist each other in asserting any and all sovereign governmental immunity rights or limitations in defending any claims made against either part related to any work performed under this Agreement.

6.00 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.

7.00 Right of Access to Documents

In addition to any information SAWS may be entitled to under the Texas Public Information Act, YWSC shall be required to provide any and all documentation related to the services performed under this Agreement. Within three (3) days of a written request from SAWS, YWSC shall provide any and all documentation related the services provided under this Agreement, including, the calculation of water consumption and meter readings for all SAWS’ wastewater customers.

8.00 Miscellaneous Provisions.

8.1 Assignment. No assignment of this Agreement, in whole or in part for any purpose shall be made by either YWSC 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.

8.2 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 YWSC:

Yancey Water Supply Corporation
Scooter Mangold, General Manager
150 County Road 743
P.O. Box 127
Yancey, TX 78886

If to SAWS:

San Antonio Water System
Robert Puente, President/Chief Executive Officer
P.O. Box 2449
San Antonio, Texas 78298-2449
These names and addresses may be changed by either Party by providing written notice to the other Party. Each party further designates the following individual as a point of contact for managing this Agreement, including, customer dispute resolutions and incorrect payment issues:

**YWSC contact:**

Scooter Mangold, General Manager  
150 County Road 743  
P.O. Box 127  
Yancey, TX 78886  
Telephone: (830) 741-5264  
Fax: (830) 741-8009  
e-mail: scootermangold@yanceywater.com

**SAWS contact:**

Agnes Barard  
Vice President - Customer Service  
2800 U.S. Hwy. 281 North  
San Antonio, Texas 78212  
Telephone: 210.233.3787  
Fax: 210.233.4177  
e-mail: Agnes.Barard@saws.org

Either party may change its point of contact from time-to-time by providing the other party written notice containing the new contact’s name, address, telephone number and e-mail address.

8.3 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.

8.4 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.

8.5 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.

8.6 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.
8.7 **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.

8.8 **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.

8.9 **Force Majeure.** If by reason of Force Majeure, either 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, epidemic, 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 either Party, or any other causes not reasonably within the control of either Party.

8.10 **Current Revenues 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.

8.11 **Authority to Agreement.** YWSC hereby affirms that it has the authority to enter into this Agreement pursuant to a duly adopted resolution and/or ordinance of its Board and that its General Manager 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 the each party and serve the interest of efficient and economical administration of each entity.

8.12 **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.

8.13 **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.
YANCEY WATER SUPPLY CORPORATION:

By: 
Name: 
Title: 

SAN ANTONIO WATER SYSTEM:

By: Robert Puente
Name: Robert Puente
Title: President/Chief Executive Officer

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on ____________, by ________________, of the Yancey Water Supply Corporation, a Texas Non-Profit Corporation.

__________________________
Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on ________________, by Robert 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
EXHIBIT A
Maps showing YWSC water/SAWS sewer customers
EXHIBIT B
Initial Download Data
(All character lengths shown are maximum amounts)

1. Customer Last Name (50 Alpha/Numeric Characters)
2. Customer First Name (35 Alpha/Numeric Characters)
3. Customer Middle Initial (35 Alpha/Numeric Characters)
4. Customer Address Street Number (5 Numeric Characters)
5. Customer Address Street Name (27 Alpha/Numeric Characters)
6. Customer Zip Code (5 Numeric Characters)
7. Customer Meter Number/Yancey Account Number (8 Alpha/Numeric Characters)
8. Account Start Up Date (MMDDYYYY)
9. Account Class (3 Alpha Characters with values of “RES” for residential, “GEN” for commercial or “IRR” for irrigation)
EXHIBIT C
Meter Read Data
(All character lengths shown are maximum amounts)

1. Customer Last Name (50 Alpha/Numeric Characters)
2. Customer First Name (35 Alpha/Numeric Characters)
3. Customer Middle Initial (35 Alpha/Numeric Characters)
4. Customer Address Street Number (5 Numeric Characters)
5. Customer Address Street Name (27 Alpha/Numeric Characters)
6. Customer Zip Code (5 Numeric Characters)
7. Customer Meter Number/Yancey Account Number (8 Alpha/Numeric Characters)
8. Prior Month Meter Reading (16 Numeric Characters)
9. Current Meter Reading (16 Numeric Characters)
10. Meter Read Date (MMDDYYYY)
11. Consumption in Gallons (6 Numeric Characters)
12. Account Class (3 Alpha Characters with values of “RES” for residential, “GEN” for commercial or “IRR” for irrigation)
EXHIBIT D
New Activated Accounts
(All character lengths shown are maximum amounts)

1. Customer Last Name (50 Alpha/Numeric Characters)
2. Customer First Name (35 Alpha/Numeric Characters)
3. Customer Middle Initial (35 Alpha/Numeric Characters)
4. Customer Address Street Number (5 Numeric Characters)
5. Customer Address Street Name (27 Alpha/Numeric Characters)
6. Customer Zip Code (5 Numeric Characters)
7. Customer Meter Number/Yancey Account Number (8 Alpha/Numeric Characters)
8. Account Start Up Date (MMDDYYYY)
9. Account Class (3 Alpha Characters with values of “RES” for residential, “GEN” for commercial or “IRR” for irrigation)
10. Prior Month Meter Reading (16 Numeric Characters)
11. Current Meter Reading (16 Numeric Characters)
12. Meter Read Date (MMDDYYY)
13. Consumption in Gallons (6 Numeric Characters)
TO: San Antonio Water System Board of Trustees  
FROM: Gavino Ramos, Vice President, Communications & External Affairs  
THROUGH: Robert R. Puente, President/Chief Executive Officer

SUBJECT: AUTHORIZING AN AGREEMENT WITH THE CITY OF SAN ANTONIO DEPARTMENT OF HUMAN SERVICES IN CONNECTION WITH THE MANAGEMENT OF THE PROJECT AGUA PLAN AND THE AFFORDABILITY DISCOUNT PROGRAM

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached Resolution approves an agreement with the City of San Antonio Department of Human Services (DHS) for the management of Project Agua funds and the Affordability Discount Program. The City of San Antonio approved an ordinance authorizing an agreement between the System and DHS to qualify $200,000.00 in Project Agua credits for calendar years 2017 through 2021 and provide qualify, when possible, potential customers for the San Antonio Water System’s (SAWS) Affordability Discount Program. It further authorizes execution of contracts with delegate agencies to implement the Project Agua Plan.

- DHS and SAWS collaborate on an array of affordability programs for low-income SAWS ratepayers including Project Agua and the Affordability Discount Programs.

- Project Agua, a utility program developed by the City of San Antonio and SAWS, was implemented in January 2001. The Project Agua trust account is funded by SAWS through private and corporate donations. The actual amount available each year for assistance credits is dependent on contributions and interest earned.

- Eligible households may receive annual utility assistance through Projects Agua, as well as monthly credits through the SAWS Affordability Discount Programs.

- Project Agua credits are available to SAWS residential customers. Priority consideration is given to ratepayers in the following categories:
  - Households with members 60 years of age and older
  - Households that have a member with a disability
  - Households with children in school, 18 years and younger
  - Households with a member that has critical care needs for life-sustaining medical equipment
• The maximum assistance per household is $115.00. Ratepayers may be required to make a co-payment of $5.00 or 50% of their past due balance based on their financial situation.

Staff recommends that the Board approve this Resolution.

**FINANCIAL IMPACT:**

The item will be paid from donations held by the San Antonio Area Foundation for the Project Agua emergency assistance program. No financial impact to the System.

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Gavino Ramos  
Vice President  
Communications & External Affairs

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING AN AGREEMENT BETWEEN THE SAN ANTONIO WATER SYSTEM AND THE CITY OF SAN ANTONIO DEPARTMENT OF HUMAN SERVICES FOR THE MANAGEMENT OF PROJECT AGUA FUNDS AND ASSISTANCE WITH AFFORDABILITY DISCOUNT PROGRAMS; AUTHORIZING EXPENDITURE OF ALL CURRENT PROJECT AGUA FUNDS, AS PAYMENT ASSISTANCE TO THE CERTIFICATION OF ELIGIBLE RATEPAYERS HOUSEHOLD THROUGH CALENDAR YEAR 2021 UNDER THE TERMS OF THE AGREEMENT; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE AGREEMENT FOR CALENDAR YEAR 2017 THROUGH 2021 AND ANY OTHER ADDITIONAL DOCUMENTS TO FACILITATE THE PROGRAMS IN AN AMOUNT NOT TO EXCEED $200,000.00; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, Project Agua is a San Antonio Water System (the “System”) program that provides emergency utility credits to low-income ratepayers and the Affordability Discount Program (ADP) provides monthly assistance; and

WHEREAS, the program’s objective is to help qualifying ratepayers restore services or prevent imminent disconnection from System services; and

WHEREAS, Project Agua is funded by the System and through corporate and private donations and the ADP is overseen and managed by the System; and

WHEREAS, Project Agua is jointly administered by the City of San Antonio Department of Human Services (the “City”) and the System and ADP is administered by the System with qualification assistance by the City; and

WHEREAS, it is necessary to execute an agreement between the City and the System to set forth the responsibilities of the parties; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve an agreement between the City and the System for the management of Project Agua funds, (ii) to authorize expenditure of all current Project Agua funds, as payment assistance to the certification of eligible ratepayers household through calendar year 2021 under the terms of the
agreement, (iii) provide rate payer qualification and administration of ADP, and (iv) to authorize the President/Chief Executive Officer or his duly appointed designee to execute the Inter-jurisdictional Agreement for calendar years 2017 through 2021, and any other additional documents to facilitate the program; now, therefore:

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

1. That an agreement between the City and the System for the management of Project Agua funds and management of ADP is hereby approved.

2. That expenditure of all current Project Agua funds, as payment assistance to the certification of eligible ratepayers household through calendar year 2021 under the terms of the agreement and assistance in qualifying of rate payers for ADP assistance are hereby authorized.

3. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the Inter-jurisdictional Agreement for calendar years 2017 through 2021, and any other additional documents to facilitate the program.

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 10\textsuperscript{th} day of January, 2017.

________________________________________
Berto Guerra, Jr., Chairman

ATTEST:

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

FROM: Philip C. Campos, Jr., Director, Contracting, and Nancy Belinsky, Vice President and General Counsel

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

SUBJECT: DELEGATION OF AUTHORITY TO ADMINISTRATIVELY APPROVE ADDITIONAL EXPENDITURES UP TO $25,000.00 FOR CONTRACTS PREVIOUSLY APPROVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution delegates authority to the President/Chief Executive Officer to administratively approve in calendar year 2017 additional expenditures in an amount not to exceed $25,000.00 in the aggregate for each contract or agreement previously approved by the Board of Trustees (the “Board”) and directs the staff to provide the Board with an end-of-year report and to seek re-delegation of this authority on an annual basis.

- San Antonio Water System (the “System”) is party to numerous contracts and agreements that are approved by the Board.
- From time to time, contracts or agreements which have previously been approved by the Board may require an additional expenditure in only a nominal amount.
- In order to improve efficiency of the System, by Resolution No. 10-031 on January 12, 2010, the Board authorized the President/Chief Executive Officer to have the flexibility to administratively approve additional expenditures and appropriate additional funds in an amount not to exceed $10,000.00 in aggregate per contract or agreement previously approved by the Board.
- The appropriation of funds for CY 2010 was in an amount not to exceed $100,000.00 in the aggregate for all contracts or agreements administratively approved.
- By Resolution No. 15-043 on February 10, 2015, the Board authorized an increase from $10,000.00 to $25,000.00 for the President/Chief Executive Officer administrative approvals.
- Since the 2010 Resolution, the Board has approved Resolutions in 2011, 2012, 2013, 2014, 2015 and 2016 providing for continued authorization for administrative approvals in the appropriate amounts ($10,000.00 or $25,000.00) in the aggregate per contract or agreement.
Delegation of Authority to Administratively Approve Additional Expenditures up to $25,000.00

previously approved by the Board and appropriated funds not to exceed $100,000.00 in the aggregate for all contracts.

- Each year, the Board has also required System staff to provide the Board with an end-of-year report and to return to the Board on an annual basis for similar authority for each subsequent calendar year.

- In 2016, the President/Chief Executive Officer utilized this authority eight times, to approve an aggregate expenditure of $97,918.52.

<table>
<thead>
<tr>
<th>Date Signed</th>
<th>Contractor/Consultant</th>
<th>Project Name</th>
<th>Amount</th>
<th>Contract %</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/27/2016</td>
<td>Halff Associates, Inc.</td>
<td>South Hausman Road</td>
<td>$5,690.00</td>
<td>5.98%</td>
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<tr>
<td>2/26/2016</td>
<td>Kimley Horn and Associates</td>
<td>Lift Station Elimination, Phase II Project</td>
<td>$18,690.00</td>
<td>11.69%</td>
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<tr>
<td>5/17/2016</td>
<td>Terracon Consultants, Inc</td>
<td>Geo-Technical Services</td>
<td>$15,000.00</td>
<td>5.00%</td>
</tr>
<tr>
<td>5/18/2016</td>
<td>Fugro Consultants, Inc.</td>
<td>Geo-Technical Services</td>
<td>$5,000.00</td>
<td>1.54%</td>
</tr>
<tr>
<td>6/3/2016</td>
<td>Energy Engineering Associates</td>
<td>Chilled Water System Communication and Controls Replacement</td>
<td>$8,163.50</td>
<td>4.65%</td>
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<tr>
<td>6/9/2016</td>
<td>SL SA Industrial, LP</td>
<td>Pan Am Warehouse Lease Agreement</td>
<td>$2,620.02</td>
<td>4.24%</td>
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<tr>
<td>7/15/2016</td>
<td>Freese and Nichols, Inc.</td>
<td>University Pump Station Improvements Project</td>
<td>$23,060.00</td>
<td>4.69%</td>
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<tr>
<td>11/16/16</td>
<td>Tetra Tech, Inc.</td>
<td>Lift Station Elimination, Phase III Project</td>
<td>$19,695.00</td>
<td>17.49%</td>
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<tr>
<td></td>
<td></td>
<td>Total</td>
<td>$97,918.52</td>
<td></td>
</tr>
</tbody>
</table>

- Due to the improved efficiency, it would be in the best interest of the System to allow the President/Chief Executive Officer to continue to have the flexibility to administratively approve additional expenditures to an amount not to exceed $25,000.00 in aggregate per contract or agreement previously approved by the Board.
Delegation of Authority to Administratively Approve Additional Expenditures up to $25,000.00

- The appropriation of funds for CY 2017 is an amount not to exceed $100,000.00 in the aggregate for all contracts or agreements administratively approved.

- To institute safeguards and ensure future authorization for this delegation of authority is approved by all then existing members of the Board, this delegation is only for calendar year 2017, and System staff to provide the Board with an end-of-year report and to return to the Board on an annual basis for similar authority for each subsequent calendar year.

**FINANCIAL IMPACT:**

The total amount not to exceed $100,000.00 in CY 2017.

**SUPPLEMENTARY COMMENTS:**

The historical use of this authority is as follows:

<table>
<thead>
<tr>
<th>Year</th>
<th>Amounts Approved</th>
<th>Times Used</th>
<th>Limit per Contract</th>
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<tr>
<td>2010</td>
<td>$22,789.67</td>
<td>5</td>
<td>$10,000.00</td>
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<td>2011</td>
<td>$34,098.55</td>
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<td>$10,000.00</td>
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<td>2012</td>
<td>$20,617.68</td>
<td>3</td>
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<td>2013</td>
<td>$61,376.89</td>
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</tr>
<tr>
<td>2014</td>
<td>$35,578.00</td>
<td>5</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>2015</td>
<td>$99,762.30</td>
<td>6</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>2016</td>
<td>$97,918.52</td>
<td>8</td>
<td>$25,000.00</td>
</tr>
</tbody>
</table>

Philip C. Campos, Jr.
Director, Contracting

Nancy Belinsky
Vice President and General Counsel

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER TO ADMINISTRATIVELY APPROVE IN CALENDAR YEAR 2017 ADDITIONAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $25,000.00 IN THE AGGREGATE FOR EACH CONTRACT OR AGREEMENT PREVIOUSLY APPROVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES; AUTHORIZING APPROPRIATION OF FUNDS IN AN AMOUNT NOT TO EXCEED $100,000.00 FOR THIS PURPOSE; DIRECTING THE STAFF TO PROVIDE THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES WITH AN END-OF-YEAR REPORT AND TO SEEK RE-DELEGATION OF THIS AUTHORITY ON AN ANNUAL BASIS; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) is party to numerous contracts and agreements that are approved by the Board of Trustees (the “Board”); and

WHEREAS, from time to time, the contracts or agreements previously approved by the Board may require an additional expenditure in only a nominal amount; and

WHEREAS, in order to improve efficiency of the System, the Board recognizes the benefit of allowing the President/Chief Executive Officer from time to time, to have the flexibility to administratively approve additional expenditures and appropriate additional funds in an amount not to exceed $25,000.00 in the aggregate per contract or agreement previously approved by the Board; and

WHEREAS, the Board would like to delegate this authority on an annual basis, and by this resolution authorizes the President/Chief Executive Officer to administratively approve additional expenditures and appropriate additional funds in calendar year 2017 in an amount not to exceed $25,000.00 in the aggregate per contract or agreement previously approved by the Board, and appropriates an amount not to exceed $100,000.00 for CY 2017 for this purpose; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to delegate this authority on an annual basis, and by this resolution authorizes the President/Chief Executive Officer to administratively approve additional expenditures in calendar year 2017 in an amount not to exceed $25,000.00 in the aggregate per contract or agreement previously approved by the San Antonio Water System Board of Trustees, (ii) to appropriate funds in an amount not to exceed $100,000.00 for this purpose, and (iii) to direct the San Antonio Water System staff to
provide the San Antonio Water System Board of Trustees with an end-of-year report and to seek re-delegation of this authority on an annual basis; now, therefore:

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

1. That the President/Chief Executive Officer is hereby authorized during calendar year 2017 to approve additional expenditures in an amount not to exceed $25,000.00 in the aggregate per contract or agreement previously approved by the Board, without further individual action by the Board.

2. That an amount not to exceed $100,000.00 is hereby appropriated for this purpose.

3. That the System staff is hereby directed to provide the Board with an end-of-year report and to seek re-authorization of this authority on an annual basis.

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

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

6. This resolution becomes effective immediately upon its passage.

**PASSED AND APPROVED this 10th day of January, 2017.**

______________________________
Berto Guerra, Jr., Chairman

**ATTEST:**

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

FROM: Donovan Burton, Vice President, Water Resources, Conservation & Governmental Relations

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

SUBJECT: AWARDING PROFESSIONAL SERVICES CONTRACTS IN CONNECTION WITH THE STATE LEGISLATIVE & EXECUTIVE INITIATIVES PROGRAM

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

Staff recommends that the Board approve the attached Resolution authorizing the President/Chief Executive Officer of the San Antonio Water System (SAWS) to execute new professional service contracts with The Browns Consulting and The Offices of Marc A Rodriguez, for Legislative Consulting Services for approximately a twenty-four (24) month period beginning January 10, 2017 through December 31, 2018, with an option for the President/Chief Executive Officer to extend for up to an additional twelve (12) months at the end of the term, and to Texas Solutions Group for Legislative Consulting Services for a six (6) month period beginning January 10, 2017 through July 10, 2017, with an option for the President/Chief Executive Officer to extend for up to an additional six (6) months at the end of the term.

- An RFQ solicitation was issued on September 26, 2016 seeking bids for legislative consulting services, and five (5) firms submitted responses by the due date. SAWS staff, through a selection committee, evaluated the responses and recommended the selection of three firms to provide legislative consulting services: The Browns Consulting (Brown), The Offices of Marc A. Rodriguez (Rodriguez), and the Texas Solutions Group (Solutions).

- These three firms scored as the top three and were further interviewed by SAWS staff, as well as an external member of a different public water agency, and these three were recommended for Board action.

- While the other firms were competitive and demonstrated knowledge, experience and potential value, the Selection Committee determined that the best path forward is to select the aforementioned three (3) firms.

- All three firms demonstrated the necessary experience with water issues, and exceptional past performance, including with SAWS or SAWS-related issues, and they all showed an understanding of the policy/relationship needs going forward in 2017 and beyond.
Awarding a Professional Services Contract
State Legislative & Executive Initiatives Program

- All three firms provide close relationships with the relevant policy-makers in San Antonio and beyond, particularly those on the pertinent committees in the House and Senate.

- The 2017 Legislative Session will present many opportunities and challenges from a legislative perspective and legislative consultants will be a key component of our agenda moving forward.

- Additionally, legislative consultants will assist us in our overall State Legislative and Executive Initiatives Program, which includes significant interaction with State Agencies, as well as the Legislative bodies during the Interim period between legislative sessions.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The resolution authorizes the expenditure of an amount not to exceed $364,800.00, for all three firms, over a two year period (FY17 & FY18) with the possibility of a twelve (12) month extension in 2019 up to $84,000 for Brown and/or Rodriguez respectively, and up to a six (6) month extension in 2017 for up to an additional $33,000.00, from the System Fund for State Legislative & Executive Initiatives Program.

Payments for Consulting Services would be made as follows:

- For work performed by The Browns Consulting and The Offices of Marc A. Rodriguez - January 10- January 31, 2017 = $4,900.00, and February 1, 2017 – December 31, 2018, as well as any exercised options, would be equalized out on a monthly basis to $7,000.00 per month.

- For work performed by Texas Solutions Group for the period of January 10, 2017 – July 10, 2017 - Payments would be made in equal installments of $5,500.00 per month, invoiced monthly after services are rendered.

These figures are reflected in the FY17 budget, which was approved by the Board on December 14, 2016. Expenditures for the subsequent Fiscal Years, including any options exercised pursuant to the contract, are to be made pursuant to and contingent upon the appropriations made in the Fiscal Years 2018 and 2019. The money would be paid from the State Legislative Affairs Budget - Accounting Unit: 5022200.
APPROVED:

[Signature]

Robert R. Puente
President/Chief Executive Officer

Donovan Burton
Vice-President, Water Resources, Conservation
& Governmental Relations
RESOLUTION NO.

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES AWARDING PROFESSIONAL SERVICES CONTRACTS TO THE BROWNS CONSULTING AND THE OFFICES OF MARC A. RODRIGUEZ FOR THE PERIOD BEGINNING JANUARY 10, 2017 THROUGH DECEMBER 31, 2018 AND TO TEXAS SOLUTIONS GROUP FOR THE PERIOD BEGINNING JANUARY 10, 2017 THROUGH JULY 10, 2017 FOR A TOTAL AMOUNT NOT TO EXCEED $364,800.00 IN CONNECTION WITH THE STATE LEGISLATIVE & EXECUTIVE INITIATIVES PROGRAM; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, an RFQ solicitation was issued on September 26, 2016 seeking bids for legislative consulting services, and five (5) firms submitted responses by the due date; and

WHEREAS, staff, through a selection committee, evaluated the responses and recommended the selection of three (3) individual firms to provide legislative consulting services: The Browns Consulting, The Offices of Marc A. Rodriguez, and the Texas Solutions Group; and

WHEREAS, the Board desires to retain legislative consultant services with The Browns Consulting, The Offices of Marc A. Rodriguez, and the Texas Solutions Group due to their experience with water issues, past performance with San Antonio Water System’s (the “System”) contracts or similar water clients, and their understanding of the legislative and executive goals of the System over the next two years; and

WHEREAS, the scope of the state initiatives program shall generally be to coordinate efforts to advance the System’s state and executive initiatives program agenda at the Legislature, state agencies and throughout the community as directed by the System; and

WHEREAS, the three aforementioned firms desire to provide ongoing services in furtherance of the scope of services envisioned by the System’s state and executive initiatives program, at a fee described in the contract; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept the proposals of and awarding a professional services contract to The Browns Consulting and The Offices of Marc A. Rodriguez in the amount not to exceed $165,900.00 for each firm for the period beginning January 10, 2017 through December 31, 2018 with an option for the President/Chief Executive Officer to extend the contract for up to an additional twelve (12) months at the end of the term as determined in the contract for an additional amount not to
exceed $84,000.00 for each firm, and to Texas Solutions Group for a six (6) month period beginning January 10, 2017 through July 10, 2017 for an amount not to exceed $33,000.00 with an option for the President/Chief Executive Officer to extend for up to an additional six (6) months at the end of the term for an additional amount not to exceed $33,000.00, (ii) to authorize funds for Fiscal Year 2017 to be expended from the System Fund, and that expenditures for subsequent Fiscal Years are to be made pursuant to and contingent upon the appropriations made in the subsequent Fiscal Year budgets approved by the Board, (iii) to authorize the President/Chief Executive Officer or his duly appointed designee to execute the contracts with The Browns Consulting and The Offices of Marc A. Rodriguez, and Texas Solutions Group, to execute the contract extensions under the terms of each contract, and to pay a total amount not to exceed $364,800.00 under the terms of the contracts in connection with State Legislative & Executive Initiatives Program; now, therefore:

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

1. That the proposals for legislative consultant services of The Browns Consulting and The Offices of Marc A. Rodriguez in the total amount not to exceed $165,900.00 for each firm for the period beginning January 10, 2017 through December 31, 2018, with an extension option by the President/Chief Executive Officer for up to an additional twelve (12) months at the end of the term for an additional amount not to exceed $84,000.00, and the proposal of Texas Solutions Group for an amount not to exceed $33,000.00 for a six (6) month period beginning January 10, 2017 through July 10, 2017, with an option for the President/Chief Executive Officer to extend for up to an additional six (6) months at the end of the term for an additional amount not to exceed $33,000.00, are hereby accepted.

2. That professional services contracts for legislative consulting services are hereby awarded to The Browns Consulting, The Offices of Marc A. Rodriguez, and Texas Solutions Group.

3. That funds for Fiscal Year 2017 are hereby authorized to be expended from the System Fund, and that expenditures for subsequent Fiscal Years are to be made pursuant to and contingent upon the appropriations made in the subsequent Fiscal Year budgets approved by the Board.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute contracts with The Browns Consulting, The Offices of Marc A. Rodriguez, and Texas Solutions Group, to execute the contract extensions under the terms of each contract, and to pay a total amount not to exceed $364,800.00 under the terms of the contracts in connection with State Legislative & Executive Initiatives Program.

5. 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.
6. If any part, section, paragraph, sentence, phrase or word of this resolution is for any reason held to be unconstitutional, illegal, inoperative, invalid, or ineffective, or if any exception to or limitation upon any general provision herein contained is held to be unconstitutional, illegal, inoperative, 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, inoperative, invalid or ineffective.

7. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of January, 2017.

__________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________
Ernesto Arrellano, Jr., Secretary
The attached resolution appoints members for a two-year term and appoints a Chairwoman for a one-year term to the Citizens Advisory Panel (CAP) beginning 2017. The CAP provides input to the Board regarding water resource policies, plans, and projects.

- The CAP was created by Resolution No. 98-141 on June 16, 1998, which established the charge for the committee and appointed its initial members. Bylaws created by the CAP and approved by the Board through Resolution No. 07-382 on November 6, 2007 and amended by the Board through Resolution No. 10-113 on March 2, 2010, govern membership goals and CAP structure. Article II, Section 7 of the bylaws describes the procedures to fill vacancies.

- The CAP is charged with supporting the development of long-term water resource plans and periodic updates to those plans, and providing feedback to staff as to how well the proposed policies, plans, and projects respond to citizen concerns.

- CAP members are selected to be a representative of the community, in terms of expertise, geography, and interests. Criteria for selection include interest and knowledge of water resource issues, commitment to a consensus-building approach to solving water resource issues, willingness to participate in meetings, and absence of any conflict of interest among other items.

- The Chairwoman will assist the membership with developing goals and critical milestones for the year, conduct monthly meetings, and work with Water Resources Department staff to review water resource policies, plans, and projects.

- The CAP will hold 10 general membership meetings per calendar year and the meetings shall be held on the third Tuesday of each month.
Appointing New Members and a Chairwoman to the Citizens Advisory Panel

- Staff recommends the appointment of new CAP members to include Al Arreola, Jr., Adam Flores Boffa, Charlotte Broussard, Jonathan Delmer, Mary M. Dennis, William Ramos II, and Garland Scott for a two-year term to commence 2017.

- Staff recommends the reappointment of Marcy Andrade, Rachel Cywinski, Dr. Yongli Gao, Ayda Gonzalez, Yulanee McKnight, and Robert Sheldon for a two-year term to commence 2017.

- Staff recommends the appointment of Marcy Andrade as Chairwoman of the CAP for a one-year term commencing 2017. Marcy Andrade has served on the CAP since 2013 serving as Vice Chair in 2015 and 2016.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

There is no financial impact associated with this resolution.

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPOINTING AL ARREOLA, JR., ADAM FLORES BOFFA, CHARLOTTE BROUSSARD, JONATHAN DELMER, MARY M. DENNIS, WILLIAM RAMOS II, AND GARLAND SCOTT AS CITIZENS ADVISORY PANEL NEW MEMBERS FOR A TWO-YEAR TERM EXPIRING DECEMBER 31, 2018; REAPPOINTING MARCY ANDRADE, RACHEL CYWINSKI, DR. YONGLI GAO, AYDA GONZALEZ, YULANEE MCKNIGHT, AND ROBERT SHELDON AS CITIZENS ADVISORY PANEL MEMBERS FOR A TWO-YEAR TERM EXPIRING DECEMBER 31, 2018; APPOINTING MARCY ANDRADE AS THE CHAIRWOMAN OF THE 2017 CITIZENS ADVISORY PANEL FOR A ONE-YEAR TERM EXPIRING DECEMBER 31, 2017; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, the San Antonio Water System (the “System”) Board of Trustees (the “Board”) is committed to community involvement in major water resource policies, plans, and projects; and

WHEREAS, in order to achieve this goal, the System created the Citizens Advisory Panel (the “CAP”) on June 16, 1998, by Resolution No. 98-141; and

WHEREAS, the purpose of the CAP is to involve the community in water resource policies; and

WHEREAS, the System’s Board desires to appoint new members of the CAP for a term of two years, reappoint returning members for a term of two years, and a Chairwoman for the calendar year 2017; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to appoint Al Arreola, Jr., Adam Flores Boffa, Charlotte Broussard, Jonathan Delmer, Mary M. Dennis, William Ramos II, and Garland Scott as new members, identified in Attachment I attached to this resolution, to the Citizens Advisory Panel for a two-year term expiring December 31, 2018, (ii) to reappoint Marcy Andrade, Rachel Cywinski, Dr. Yongli Gao, Ayda Gonzalez, Yulanee McKnight, and Robert Sheldon as returning members, as identified in Attachment I attached to this resolution, for a two-year term expiring December 31, 2018, and (iii) to appoint Marcy Andrade as Chairwoman of the Citizens Advisory Panel for a one-year term expiring December 31, 2017; now, therefore:
BE IT RESOLVED BY THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES:

1. That Al Arreola, Jr., Adam Flores Boffa, Charlotte Broussard, Jonathan Delmer, Mary M. Dennis, William Ramos II, and Garland Scott identified on Attachment I hereto, are hereby appointed to serve for a two-year term on the CAP expiring December 31, 2018.

2. That Marcy Andrade, Rachel Cywinski, Dr. Yongli Gao, Ayda Gonzalez, Yulanee McKnight, and Robert Sheldon as returning CAP members identified on Attachment I hereto, are hereby reappointed to serve a two-year term expiring December 31, 2018.

3. That the Board hereby appoints Marcy Andrade as the Chairwoman of the 2017 CAP for a one-year term expiring December 31, 2017.

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

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

6. This resolution takes effect immediately upon its passage.

    PASSED AND APPROVED the 10th day of January, 2017.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
<table>
<thead>
<tr>
<th>Name</th>
<th>Represents</th>
<th>First Appointed</th>
<th>Current Term</th>
<th>First Term</th>
<th>Second Term</th>
<th>Final Term</th>
</tr>
</thead>
</table>
TO: San Antonio Water System Board of Trustees
FROM: Karen L. Guz, Director, Conservation and Donovan Burton, Vice President, Water Resources, Conservation, & Governmental Relations
THROUGH: Robert R. Puente, President/Chief Executive Officer
SUBJECT: APPOINTING NEW MEMBERS TO THE COMMUNITY CONSERVATION COMMITTEE FOR A TWO-YEAR TERM EXPIRING DECEMBER 31, 2018, REAPPOINTING RETURNING MEMBERS FOR A TERM ENDING NO LATER THAN DECEMBER 31, 2018, AND APPOINTING THE CHAIRPERSON TO THE COMMUNITY CONSERVATION COMMITTEE FOR A ONE-YEAR TERM EXPIRING DECEMBER 31, 2017

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution appoints members for a two-year term and appoints a Chairperson for a one-year term to the Community Conservation Committee (CCC) beginning 2017. The CCC provides input to the Board regarding water conservation policies, plans, and projects.

- The CCC was created by Resolution No. 97-031 on February 4, 1997, which established the charge for the committee and appointed its initial members. Bylaws created by the CCC and approved by the Board through Resolution No. 07-381 on November 6, 2007, govern membership goals and CCC structure. Article 2 of the bylaws describes the procedures to fill vacancies.

- The purpose of the CCC is to involve the community in water conservation. The CCC serves as a forum for the community to share ideas with SAWS concerning water conservation. The CCC endeavors to keep the community informed concerning the need to conserve water and it provides support and resources for implementing community-based water conservation programs.

- CCC members are selected to be a representative of the community, in terms of expertise, geography, and interests. Criteria for selection include interest/knowledge of water conservation issues, commitment to a consensus-building approach to solving water conservation issues, willingness to participate in meetings, and absence of any conflict of interest, among other items.
Appointing New Members and a Chairperson to the Community Conservation Committee

- The Chairperson will assist the membership with developing goals and critical milestones for the year, conduct monthly meetings, and work with Water Conservation Department staff to review water conservation policies, plans, and projects.

- The CCC will hold ten general membership meetings per calendar year, and the meetings shall be held on the second Wednesday of each month.

- Staff recommends the appointments of new CCC members to include Priscilla Gonzaba and Cynthia Parsons.

- Staff recommends the reappointment of Gina Candelario, Anna Lisa Aguirre, Dr. Afamia Elnakat, Gabriel Durand-Hollis, Monika Maeckle, Sandy Jenkins, Laurie Casias, Karen Bishop, Juanita Smith, Donalda Smith, Kristina Moen, Grant Ellis, Juan Fernandez, Kathy Glascock, and Dan Green for a two-year term to commence 2017.

- Staff recommends the appointment of Laurie Casias as Chairperson of the CCC for a one-year term commencing 2017. Ms. Casias served as CCC Vice-Chairperson in 2016. Ms. Casias represents Small Business and Irrigation.

Staff recommends that the Board approve the attached resolution.

**FINANCIAL IMPACT:**

There is no financial impact associated with this resolution.

![Signatures]

APPROVED:

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPOINTING LAURIE CASIAS AS THE CHAIRPERSON OF THE 2017 COMMUNITY CONSERVATION COMMITTEE FOR A ONE-YEAR TERM EXPIRING DECEMBER 31, 2017; APPOINTING/REAPPOINTING THE COMMUNITY CONSERVATION COMMITTEE NEW AND RETURNING MEMBERS FOR A TWO-YEAR TERM EXPIRING DECEMBER 31, 2018; FINDING THE RESOLUTION TO HAVE BEEN CONSIDERED PURSUANT TO THE LAWS GOVERNING OPEN MEETINGS; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE

WHEREAS, it is the goal of San Antonio Water System (the "System") to ensure that the community is informed of the importance and need to conserve water and to provide support and resources for implementing water savings programs and

WHEREAS, in order to achieve this goal, the System created the Community Conservation Committee ("CCC") on February 4, 1997, by Resolution No. 97-031; and

WHEREAS, the purpose of the CCC is to involve the community in water conservation; and

WHEREAS, the CCC is composed of residential, commercial, industrial, and institutional water users who assist in the development and/or modification of effective conservation programs, is responsible for the review of the proposed annual conservation budget, and provides conservation program and policy recommendations to the System's Board of Trustees; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to appoint Laurie Casias as Chairperson of the Community Conservation Committee for a one-year term expiring December 31, 2017, (ii) to appoint new members identified in Attachment I to the Community Conservation Committee for a two-year term expiring December 31, 2018, and reappoint returning members as identified in Attachment I for a term ending no later than December 31, 2018; now, therefore:

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

1. That the Board hereby appoints Laurie Casias as the Chairperson of the 2017 CCC for a one-year term expiring December 31, 2017.
2. That the new CCC members identified on Attachment I hereto are hereby appointed to serve for a two-year term expiring December 31, 2018.

3. That the returning CCC members identified on Attachment I hereto are hereby reappointed to serve a term expiring no later than December 31, 2018.

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

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

6. This resolution takes effect immediately upon its passage.

PASSED AND APPROVED this 10th day of January 2017.

______________________________
Berto Guerra, Jr., Chairman

ATTEST:

______________________________
Ernesto Arrellano, Jr., Secretary
<table>
<thead>
<tr>
<th>Name</th>
<th>Represents</th>
<th>First Appointed</th>
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<th>First Term</th>
<th>Second Term</th>
<th>Final Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Afamia Elnakat</td>
<td>Associate Professor UTSA</td>
<td>2013</td>
<td>2013-2014</td>
<td>2013-2014</td>
<td>2015-2016</td>
<td>2017-2018</td>
</tr>
</tbody>
</table>
TO: San Antonio Water System Board of Trustees

FROM: Michael L. Myers, 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: AWARD OF CONSTRUCTION CONTRACT FOR THE WRIP INTERCONNECT TO SOMERSET PUMP STATION PROJECT

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution awards a construction contract in the amount not to exceed $1,044,940.00 to Pesado Construction Company, a local, SBE firm, in connection with the WRIP Interconnect to Somerset Pump Station Project (the “project”).

- The Water Resources Integration Program (WRIP) was identified in the 2012 Water Management Plan Update. The WRIP will deliver water from the Aquifer Storage and Recovery (ASR) Facility, Local Carrizo and Brackish Desalination programs to new and existing facilities in southern, western and northwestern Bexar County.

- The WRIP consists of approximately 45 miles of transmission main beginning at the high service pump station located at the Twin Oaks/ASR Facility in south Bexar County, to the Old Pearsall Road Pump Station, and terminate at the Anderson Pump Station.

- Phase I of the WRIP is currently completing construction and includes the construction of approximately 28 miles of water transmission main between two pump stations.

- Three interconnection points will be added to Phase I to provide redundancy and an additional water source to the southern portion of Bexar County which includes the new Southeast Pump Station, Somerset Pump Station, and Medina Water Treatment Plant.

- The 2015 Capital Improvement Program includes the construction of the interconnection between the WRIP and Somerset Pump Station. The project is located in Southwest Bexar County along Loop 1604 in the City of Somerset.

- The project work includes the installation of approximately 5,700 linear feet of 24-inch water main, bores and casing, water main tie-ins, fire hydrants, air release valves, fittings, and other water related appurtenances.
• Bids for the construction of this project have been solicited and Pesado Construction Company has submitted a low responsible bid of $1,044,940.00.

Staff recommends that the Board approve this resolution.

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the 2015 Capital Improvements Program, Water Resources Core Business, Integration Category, WRIP Interconnect to Somerset Pump Station Project. The total amount is $1,044,940.00 under job number 15-8605.

SUPPLEMENTARY COMMENTS:

System staff prepared the construction documents for this project. The engineer’s estimated construction cost was $2,400,000.00.

A bid opening was held on December 6, 2016 at 10:00 AM. The following bids were submitted.

<table>
<thead>
<tr>
<th>BIDDER</th>
<th>BID AMOUNT</th>
<th>LOCAL/SMWB</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pesado Construction Company*</td>
<td>$ 1,044,940.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>R L Jones, LP</td>
<td>$ 1,085,905.00</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Qro Mex Construction, Inc.</td>
<td>$ 1,236,390.00</td>
<td>Non–Local/MBE–Hispanic</td>
</tr>
<tr>
<td>S J Louis Construction of Texas, LTD</td>
<td>$ 1,241,589.40</td>
<td>Local/Non–SMWB</td>
</tr>
<tr>
<td>Harper Brothers Construction</td>
<td>$ 1,291,381.00</td>
<td>Local/Non–SMWB</td>
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<tr>
<td>Atlas Construction, Inc.</td>
<td>$ 1,328,650.00</td>
<td>Non–Local /MBE–Hispanic</td>
</tr>
<tr>
<td>San Antonio Constructors, LTD</td>
<td>$ 1,363,599.60</td>
<td>Local/SBE</td>
</tr>
<tr>
<td>Pronto Sandblasting and Coating</td>
<td>$ 1,395,960.00</td>
<td>Local/MBE–Hispanic</td>
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<td>Black Castle General Contractors</td>
<td>$ 1,453,390.00</td>
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<tr>
<td>Brown Excavation and Utilities, LLC</td>
<td>$ 1,692,870.00</td>
<td>Local/WBE–Caucasian</td>
</tr>
<tr>
<td>Austin Construction LLC</td>
<td>$ 2,117,625.00</td>
<td>Local/MBE–Hispanic</td>
</tr>
<tr>
<td>Spiess Construction Company, Inc.</td>
<td>$ 2,339,390.00</td>
<td>Non–Local/SBE</td>
</tr>
<tr>
<td>Engineer’s Estimate</td>
<td>$2,400,000.00</td>
<td></td>
</tr>
</tbody>
</table>

*Lowest Responsible Bid

The bid amount represents a 56.46 percent decrease from the estimated construction cost. This contract has 180 calendar days for construction completion. The System’s Engineering staff will inspect the work.
WRIP Interconnect to Somerset Pump Station
Pesado Construction Company

<table>
<thead>
<tr>
<th>SMWB ANALYSIS</th>
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<tr>
<td>SBE</td>
<td>28.93%</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>0.00%</td>
</tr>
<tr>
<td>MBE–Other</td>
<td>0.00%</td>
</tr>
<tr>
<td>WBE–Minority</td>
<td>2.49%</td>
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<tr>
<td>WBE–Non–Minority</td>
<td>1.81%</td>
</tr>
<tr>
<td><strong>SMWB Total</strong></td>
<td><strong>33.23%</strong></td>
</tr>
</tbody>
</table>

Michael L. Myers, P.E.
Director
Plants and Major Projects

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

Robert R. Puente
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES ACCEPTING THE BID OF PESADO CONSTRUCTION COMPANY IN THE AMOUNT OF $1,044,940.00 FOR THE CONSTRUCTION OF THE WRIP INTERCONNECT TO SOMERSET PUMP STATION PROJECT; AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT NOT TO EXCEED $1,044,940.00 TO PESADO CONSTRUCTION COMPANY FOR THE PROJECT WORK; AUTHORIZING AND MAKING AVAILABLE THE EXPENDITURE OF FUNDS IN THE AMOUNT NOT TO EXCEED $1,044,940.00 FROM THE SYSTEM'S PROJECT FUND FOR THE PROJECT WORK; AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE A CONTRACT WITH PESADO CONSTRUCTION COMPANY, AND TO PAY PESADO CONSTRUCTION COMPANY AN AMOUNT NOT TO EXCEED $1,044,940.00 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”) identified the Water Resources Integration Program (WRIP) in the 2012 Water Management Plan Update; and

WHEREAS, the WRIP will deliver water from the Aquifer Storage and Recovery (ASR) Facility, Local Carrizo and Brackish Desalination programs to new and existing facilities in southern, western and northwestern Bexar County; and

WHEREAS, the WRIP consists of approximately 45 miles of transmission main beginning at the high service pump station located at the Twin Oaks/ASR Facility in south Bexar County, to the Old Pearsall Road Pump Station, and terminate at the Anderson Pump; and

WHEREAS, Phase I of the WRIP is currently completing construction and includes the construction of approximately 28 miles of water transmission main between two pump stations; and

WHEREAS, three interconnection points will be added to the Phase I to provide redundancy and additional water source to the southern portion of Bexar County which include the new Southeast Pump Station, Somerset Pump Station, and Medina Water Treatment Plant; and
WHEREAS, the 2015 Capital Improvement Program includes the construction of the WRIP Interconnect to Somerset Pump Station Project, located in Southwest Bexar County along Loop 1604, in the City of Somerset; and

WHEREAS, project consists of the installation of approximately 5,700 linear feet of 24-inch water main, bores and casing, water main tie-ins, fire hydrants, air release valves, fittings, and other water related appurtenances; and

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

WHEREAS, Pesado Construction Company is declared the lowest responsible bidder and has submitted the low responsible bid of $1,044,940.00 for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to accept the bid of Pesado Construction Company in the amount of $1,044,940.00 for the project work in connection with the WRIP Interconnect to Somerset Pump Station Project, (ii) to award a construction contract to Pesado Construction Company in the amount of $1,044,940.00 for the project work, (iii) to approve an expenditure and make available an amount not to exceed $1,044,940.00 from the System’s Project Fund for the project work, and (iv) to authorize the President/Chief Executive Officer or his duly appointed designee to execute a contract with Pesado Construction Co., and to pay Pesado Construction Company, an amount not to exceed $1,044,940.00 for the project work; now, therefore:

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

1. That the bid of Pesado Construction Company in the amount of $1,044,940.00 for the project work in connection with the WRIP Interconnect to Somerset Pump Station Project is hereby accepted.

2. That a construction contract in the amount of $1,044,940.00 for the project work is hereby awarded to Pesado Construction Company.

3. That a sum not to exceed $1,044,940.00 for the project work is hereby made available and is to be expended from the System’s Project Fund.

4. That the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute a standard contract for general construction with Pesado Construction Company for the project work, and to pay Pesado Construction Company the amount of $1,044,940.00 for the project work in connection with the WRIP Interconnect to Somerset Pump Station Project.

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

7. This resolution becomes effective immediately upon its passage.

PASSED AND APPROVED this 10th day of January, 2017.

__________________________
Berto Guerra, Jr., Chairman

ATTEST:

__________________________
Ernesto Arrellano, Jr., Secretary
AGENDA ITEM NO. 30

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 REIMBURSEMENT OF EXPENDITURES TO SAN ANTONIO RIVER AUTHORITY IN CONNECTION WITH THE SAN PEDRO CREEK IMPROVEMENTS PHASE I PROJECT

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to execute an Interlocal Agreement with San Antonio River Authority (SARA) and authorizes reimbursement of expenditures to SARA in an amount not to exceed $3,994,958.69 for the joint construction of water and sewer facility adjustments and replacements in connection with the San Pedro Creek Improvements Phase I Project.

- SARA proposes to revitalize the current condition of San Pedro Creek and transform it to reflect its place in our San Antonio cultural history. In addition, SARA also proposes to improve the function in flood control, revive natural habitat, improve water quality within the creek, and catalyze economic development in the area illustrated on the attached maps. SARA’s improvement work is estimated to cost $69,979,759.00.

- The San Pedro Creek Improvements will be constructed in four phases. Phase I starts at the northern point at the bypass tunnel inlet next to Fox Tech High School and ends at Cesar Chavez Blvd. Phase II is from Guadalupe Street to Union Pacific Rail Road (UPRR). Phase III is from UPRR to IH 35. Phase IV is from Cesar Chavez Blvd. to Guadalupe Street.

- Due to the reconstruction and expansion of the channel for the San Pedro Creek Improvements Phase I project, the existing water mains constructed between 1902 through 1992 require adjustment to avoid conflicts with SARA’s improvements and replacement to meet current San Antonio Water System (the “System”) standards.

- The existing sewer mains constructed between 1901 through 1992 require adjustment to avoid conflicts with SARA’s improvements and replacement to meet current System standards.

- The water adjustment and replacement work will consist of approximately 1,328 feet of 8-
The sewer adjustment and replacement work will consist of approximately 836 feet of 8-inch and 10-inch sewer main.

Since the SARA’s proposed street and drainage improvements will conflict with portions of sewer mains were installed in the 1900’s and pre-existed before the requirement of easements, SARA has agreed to pay for all required easements associated with the project work.

SARA has agreed to pay for the System archaeological monitoring associated with the replacement of water and sewer mains that lies within SARA’s project limits.

SARA has chosen to construct this project through the Construction Manager at Risk (CMAR) Project Delivery Method to expedite completion of the project. This delivery method was chosen for the construction of Phase I to meet the Tri-centennial celebration of Bexar County and the City of San Antonio on May 2018. Sundt/Davila, a Joint Venture (Sundt/Davila) was selected by SARA as the Construction Manager.

Sundt/Davila has submitted a Guaranteed Maximum Price of $3,994,958.69 for the water and sewer adjustments and replacement work.

Construction phase services to be performed by Sundt/Davila on behalf of the System include, but are not limited to, administration and management of subcontractor work, scheduling of work, construction budget and payment management, progress reports, traffic control, submittals and shop drawings, development of record drawings, and safety of project site, including a designated Safety Representative. The fee is based on 17.22% of the construction cost and also includes all overhead, profit, direct and indirect costs necessary to construct the project.

Sundt/Davila advertised the System, CPS Energy and SARA work as individual packages as prescribed by Texas Local Government Code, Chapter 271.025. SARA approved the bid of Sundt/Davila for construction of this project on December 2016. As part of the joint bidding, advanced approval for funding and for the execution of an Interlocal Agreement is required by the SARA prior to issuing a notice to proceed on construction.

Funds, as determined by the amount bid, will be reimbursed to SARA following the execution of the Interlocal Agreement.

Staff recommends that the Board approve this resolution.
Approval of an Interlocal Agreement and Authorization for Expenditures of Funds to SARA for San Pedro Creek Improvements Phase I Project

FINANCIAL IMPACT:

The Project Fund will finance this expenditure included in the CY 2017 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 $2,713,082.15 for water work. The job number is 14-5038-000.

The sewer work is included in the Wastewater Core Business, Governmental – Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $1,281,876.54 for sewer work. The job number is 14-5538-000.

SUPPLEMENTARY COMMENTS:

Phase II through Phase IV of this project is currently under design. Following the best value bid selection, Board approval to reimburse SARA will be requested prior to construction for these phases.

Kathleen M. Price, P.E.
Director
Pipelines

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

Robert R. Puente
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING AN INTERLOCAL AGREEMENT WITH SAN ANTONIO RIVER AUTHORITY AND AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT FOR THE ADJUSTMENT AND REPLACEMENT OF WATER AND SEWER FACILITIES BY SAN ANTONIO RIVER AUTHORITY IN CONNECTION WITH THE SAN PEDRO CREEK IMPROVEMENTS PHASE I PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $3,994,958.69 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, San Antonio River Authority (SARA) proposes to construct the San Pedro Creek Improvements Phase I Project; and

WHEREAS, the San Pedro Creek Improvements Phase I Project will require the adjustment and replacement 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 and replacement of approximately 1,328 feet of 8-inch, 12-inch, 16-inch and 24-inch water main and the adjustment and replacement of approximately 836 feet of 8-inch and 10-inch sewer mains; and

WHEREAS, SARA’s proposed street and drainage improvements will conflict with portions of sewer mains that were installed in the 1900’s and pre-existed before the requirement of easements, SARA has agreed to pay for its all required easements associated with the project work; and

WHEREAS, SARA has agreed to pay for the System’s archeological monitoring associated with the replacement of water and sewer mains that lies within SARA’s project limits;

WHEREAS, SARA has chosen to construct this project through the Construction Manager at Risk (CMAR) Project Delivery Method; and

WHEREAS, Sundt/Davila, a Joint Venture was selected by SARA as the Construction Manager for the project and has submitted a bid of $3,994,958.69 as a Guaranteed Maximum Price for the water and sewer work; and

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

WHEREAS, System funds in the amount of $3,994,958.69 are required for the project work; and

WHEREAS, the amount of $3,994,958.69 is available from the System’s Project Fund for the project work; and

WHEREAS, the San Antonio Water System’s Board of Trustees desires (i) to approve an Interlocal Agreement with the San Antonio River Authority for the adjustment and replacement of water and sewer facilities by the San Antonio River Authority in connection with the San Pedro Creek Improvements Phase I 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 $3,994,958.69 for the project work; now, therefore:

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

1. That an Interlocal Agreement with SARA 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 SARA in connection with the San Pedro Creek Improvements Phase I Project.

2. That the expenditure of funds in the amount of $3,994,958.69 for the adjustment replacement of water and sewer facilities by SARA in connection with the San Pedro Creek Improvements Phase I 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 10\textsuperscript{th} day of January, 2017.

_________________________________

Berto Guerra, Jr., Chairman

ATTEST:

_______________________________

Ernesto Arrellano, Jr., Secretary
THIS INTERLOCAL AGREEMENT (“Agreement”) made and entered into by and between the San Antonio River Authority, SARA a conservation and reclamation district (“SARA”) and San Antonio Water System, a wholly owned municipal water, wastewater and water recycling utility (“SAWS”), SAWS and SARA being individually referred to herein as a “Party” and collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, this Agreement is the result of a cooperative effort between SAWS and SARA which is in the best interest of both the SAWS’ ratepayers and the SARA’s constituents and is pursuant to the Interlocal Cooperation Act, Chapter 791 of the Government Code;

WHEREAS, SARA will in accordance with Chapter 2269 of the Government Code, contract with a construction manager at risk for the San Pedro Creek Improvements Project (the “Project”), including work related to SAWS facilities (“SAWS Work”);

WHEREAS, SAWS has agreed to reimburse SARA for the actual work performed for SAWS Work in the Project, in accordance with terms and provisions of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.00 Intent of the Parties. It is the intention of the Parties for SARA to receive competitive bids or proposals for the SAWS Work as part of the Project.

2.00 Funding and Payment.

2.01 SARA will authorize the performance of only those items of SAWS Work for which SAWS has requested and has agreed to pay.

2.02 Upon the approval and appropriation of funds by the SAWS’ Board of Trustees, SAWS’ agrees to pay SARA pursuant to this Agreement, the total not to exceed amount of Three Million, Nine Hundred Ninety-Four Thousand, and Nine Hundred Fifty-Eight Dollars and Sixty-Nine Cents ($3,994,958.69) to reimburse SARA for the costs of materials and construction used to complete the SAWS Work (the Contract Amount).

2.03 SARA will invoice SAWS no more than once a month for progress payments toward the services provided in performing the SAWS Work hereunder and SAWS shall pay said invoice in accordance with Texas Government Code, Chapter 2251.

2.04 For purposes of Texas Government Code § 2251.021(a)(2), the date the performance of service for the Work is completed is the date when SAWS approves the invoice.
2.05 Upon completion of the Work, SARA shall make a final payment request to SAWS for the remaining cost for Work performed that has not yet been paid and SAWS will make such payment, as provided for herein.

2.06 Any provision hereof to the contrary notwithstanding, SAWS shall not be obligated to make any a payment (whether a progress payment or final payment) to SARA hereunder if any one or more of the following conditions precedent exist:

1. SARA is in breach or default under this Agreement;
2. Any part of such payment is attributable to services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to services for Work which were performed in accordance with this Agreement;
3. SARA has failed to make payments promptly to consultants, contractors, or other third parties used in connection with the Work or services, for which SAWS has made payment to SARA.

2.07 No partial payment made hereunder shall be, or shall be construed to be final acceptance or approval of the part of the SAWS Work to which the partial payment relates, or a release of SARA of any of SARA’s obligations hereunder or liabilities with respect to such services.

2.08 SARA shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the SAWS Work.

2.09 Any additional SAWS work necessary to complete the Project that is not included in the Work provided for in this Agreement is the responsibility of SAWS and will be carried out pursuant to Section 3.

2.10 SARA agrees to provide SAWS an itemized accounting of actual costs for the SAWS Work in writing upon request by SAWS, as well as a final accounting of costs upon completion of the Project.

3.00 Change Orders. In the event a change order is requested by SAWS, SAWS shall be responsible for the additional costs associated with and approved by SAWS for said change order. If a change order is required by SARA that affects the SAWS Work, the change order shall be submitted to SAWS for review and approval. SAWS staff agrees to use good faith efforts to respond to change orders within five (5) business days after SAWS receipt of the request therefore, or such additional period of time as maybe reasonable under the circumstances based upon the complexity of the change order. 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 in writing by SAWS staff. If a change order results in costs in excess of the SAWS Contract Amount, SARA will send SAWS copies of invoices covering the additional amounts authorized by change orders approved by SAWS staff and SAWS shall pay SARA said additional amount in the approved change orders within fifteen (15) days unless additional time is required for Board action to appropriate funds therefore.
4.00 **Inspection.** SAWS may provide inspection services to insure that all construction work related to the SAWS Work conforms to the approved plans and specifications relating to such SAWS Work, but in no event shall such inspection services materially delay the construction work.

5.00 **Obligations of SARA.**

5.01 **SAWS approval.** SARA shall be required to obtain SAWS approval in writing on all clarifications and change orders pertaining to or affecting the SAWS Work.

5.02 **Facility Adjustments.** SARA shall insure that SAWS costs on the Project shall be itemized in order to identify cost of SAWS Work.

5.03 **SARA’s Duty To Address Insurance and Indemnification.** SARA agrees to include language in the Construction Contract that requires Contractor to indemnify, defend and hold harmless both SARA and SAWS, and name SAWS and SARA as additional insureds on the liability and all other applicable policies of insurance of the Contractor for the Project. Such indemnity language and certificate of insurance must be received by the SAWS prior to execution of the Construction Contract. SARA’s failure to require such indemnity language and insurance requirements shall be considered an act of default under this Agreement.

5.04 **SAWS shall be considered a third party beneficiary under SARA’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 SARA, which consent may be withheld if SARA reasonably believes that enforcement would have an adverse affect on final completion of the Project. Prior to final completion of the work under the contract for the Project, SARA 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.

5.05 **SARA shall use its best efforts to enforce all of the rights, remedies and obligations of the Contractor under the Construction Contract for the Project, including any enforcement of warranties for the SAWS Work.

5.06 **SARA agrees to allow SAWS access at all times to the Project site to (i) inspect and witness testing of the SAWS Work to determine that the SAWS Work is in compliance 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.**

5.07 **SARA shall cause the Contractor to provide to SAWS the red-lined drawings to allow SAWS consultant to prepare the as-build drawings for the SAWS Work.**

6.00 **Term of Agreement.** This Agreement shall commence upon the effective date of this Agreement and shall terminate upon final acceptance of the reconciliation of the amount paid to the SARA and the as-built construction costs of the SAWS Work pursuant to Section 2.00 herein.
7.00 **Termination.** Either Party to this Agreement shall have the right to terminate this Agreement in the event the other Party fails to comply with any obligation required pursuant to this Agreement. The terminating Party shall send a written notice of termination to the defaulting Party detailing the obligation with which the defaulting Party failed to comply. The Party in receipt of such notice of termination for cause shall have a period of sixty (60) days to cure the default and perform the obligation as required in the Agreement, failing which, this Agreement shall terminate and any funds advanced by SAWS to SARA not properly paid to Contractor shall be immediately returned to SAWS.

8.00 **Records Retention and Review.** The Parties are required to maintain all records relating to this Agreement and the Project as required by law, but not less than a period of three (3) years upon the acceptance of final completion of the Project. Each Party shall have the right to examine such records of the other Party during normal business hours. Such right shall survive the expiration of the term or earlier termination of this Agreement.

9.00 **Miscellaneous Provisions.**

9.01 **Assignment and Binding Effect.** No assignment of this Agreement in whole or in part for any purpose shall be made by either Party without prior written consent of the other Party. This Agreement shall be binding upon and inure to the benefit of the successors and permitted and assigns of the Parties.

9.02 **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 SARA:
San Antonio River Authority
Suzanne B. Scott, General Manager
P.O. Box 839980
San Antonio, Texas 78283-9980

If to SAWS:
San Antonio Water System
Robert R. Puente, President/Chief Executive Officer
P.O. Box 2449
San Antonio, Texas 78298-2449

9.03 **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 a Party’s authorship of the Agreement or any portion thereof.

9.04 **Severability.** If for any reason, any one or more paragraphs of this Agreement are held legally invalid, or unenforceable in any respect, such judgment, invalidity or unenforceability shall not prejudice, affect, impair or invalidate the remaining paragraphs of the Agreement as a whole, and this Agreement shall be construed as if such invalid,
illegal or unenforceable, clauses or provisions of this Agreement had never been contained herein.

9.05 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties and supersedes all prior contracts, understandings and arrangements, or writings between the parties thereto with respect to the subject matter of this Agreement.

9.06 Governing Law. This Agreement shall be construed and enforced in accordance with, and governed by the laws of the State of Texas, and venue for all disputes shall be exclusively in Bexar County.

9.07 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 be one and the same instrument.

9.08 Amendment and Waivers. This Agreement may not be modified or amended except by an instrument or instruments in writing signed by the Party against whom enforcement of any such modification or amendment is sought.

9.09 Authority to Contract. The undersigned SARA Manager acting on behalf of SARA hereby affirms that it has the authority to enter into this Agreement pursuant to a duly authorized action of the SARA Board of Directors, and she has the authority to execute this Agreement. The undersigned President/Chief Executive Officer of 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 he has the authority to execute this Agreement.

9.10 Effective Date. The effective date of this Agreement shall be the later date in time of the signatory dates set out below.

10.01 Current Revenues. 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.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed and attested by their respective officers having custody thereof the day and year first above written.

SAN ANTONIO WATER SYSTEM

By: __________________________
    Robert R. Puente
    President and CEO

Date: __________________________

SAN ANTONIO RIVER AUTHORITY

By: __________________________
    Suzanne B. Scott
    General Manager

Date: __________________________

ACKNOWLEDGEMENTS ON NEXT PAGE
ACKNOWLEDGEMENTS

STATE OF TEXAS  §

COUNTY OF BEXAR  §

This instrument was acknowledged before me on the _____ day of _____________, 2017 by Robert R. Puente, President and CEO of the San Antonio Water System, a Texas municipal corporation, on behalf of said corporation.

________________________________
NOTARY PUBLIC

STATE OF TEXAS  §

COUNTY OF BEXAR  §

This instrument was acknowledged before me on the _____ day of _____________, 2017 by Suzanne B. Scott, General Manager of the San Antonio River Authority, a conservation and reclamation district created under the laws of the State of Texas, on behalf of said district.

________________________________
NOTARY PUBLIC
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 ADVANCE FUNDING AGREEMENT AND AUTHORIZING EXPENDITURES TO THE TEXAS DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE US 281: LOOP 1604 TO STONE OAK PARKWAY PROJECT

Board Action Date: January 10, 2017

SUMMARY AND RECOMMENDATION:

The attached resolution authorizes the President/Chief Executive Officer to execute an Advance Funding Agreement with the Texas Department of Transportation (TxDOT) and authorizes expenditures to TxDOT in the amount not to exceed $4,170,981.05 for the joint construction of water and sewer facility adjustments in connection with the US 281: Loop 1604 to Stone Oak Parkway Project. It further approves the execution of an Interlocal Agreement. This project is located in Council District 9.

- TxDOT intends to expand to a six lane expressway along the US 281: Loop 1604 to Stone Oak Parkway Project in the area illustrated on the attached maps. The TxDOT highway and drainage cost estimate is $185,000,000.00 for the TxDOT work.

- Due to these highway expansion improvements within the US 281: Loop 1604 to Stone Oak Parkway Project, the existing water mains constructed between 1979 through 2007 require adjustments to avoid conflicts with proposed TxDOT improvements.

- In addition, a section of the existing 12-inch and 20-inch water main is proposed to be replaced and upsized to a 16-inch and 24-inch water main, respectfully, due to insufficient capacity as identified by the San Antonio Water System’s (the “System”) Master Planning Division.

- The existing sewer facilities within the project limits that were constructed between 1988 through 2009 also required adjustment to avoid conflicts with proposed TxDOT improvements.

- In addition, a section of the existing 10-inch and 18-inch sewer main is proposed to be replaced and upsized to a 12-inch and 30-inch sewer main respectfully, due to insufficient capacity and increase maintenance efficiency as identified by the System’s Operations.
Approval of an Interlocal Agreement and Advance Funding Agreement
And Expenditure of Funds to the Texas Department of Transportation for the
US 281: Loop 1604 to Stone Oak Parkway Project

- The water adjustment work consists of approximately 6,600 linear feet of 6-inch through 36-inch water mains and approximately 1,650 linear feet of 12-inch water main will be upsized to a 16-inch water main, and 4,150 linear feet of 20-inch water main will be upsized to a 24-inch water main.

- The sewer adjustment work consists of approximately 2,458 linear feet of 4-inch through 30-inch sewer mains and approximately 2,218 linear feet of 10-inch sewer main will be upsized to a 12-inch sewer main, and 424 linear feet of 18-inch sewer main will be upsized to a 30-inch sewer main.

- It is anticipated that approximately 48.50 percent of the water and sewer adjustment work will be eligible for reimbursement through the Federal Utility and State Utility Procedures. This percentage of the water and sewer work is eligible for reimbursement due to relocation from an existing System easement. The remaining 51.50 percent of water and sewer work is to be funded by the System.

- TxDOT requires that an Interlocal Agreement be executed for utility adjustments that are eligible for reimbursement by State law. The Interlocal Agreement will authorize TxDOT to reimburse the System for a total amount of $4,608,179.13. Reimbursement includes $4,160,786.13 for construction cost, $315,085.10 for consultant fees, and $132,307.90 for the System services for a total amount of $4,608,179.13. In addition, this agreement will also reimburse the System for easement land rights that TxDOT is purchasing in an estimated amount not to exceed $6,750,000.00.

- The System work will be performed as part of a joint bid with TxDOT and the $4,160,786.13 will be paid directly by TxDOT for the construction of the water and sewer that are eligible for reimbursement. The System will pay for the engineering and System services for the project and TxDOT will reimburse a portion of the services at the completion of the project in the amount of $447,393.00.

- Funds authorized for this project will be transferred to TxDOT following Board approval and the execution of the Advance Funding Agreement in an amount not to exceed $4,170,981.05.

- In summary, TxDOT requires execution of an Interlocal Agreement for reimbursement of $4,608,179.13 of the work and execution of an Advance Funding Agreement for the System payment of $4,170,981.05 for the remaining work.

- The bid opening is scheduled for February 2017.

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

The Project Fund will finance this expenditure included in the CY 2017 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 $2,998,086.49 for water work. The job number is 16-5035-000.

The sewer work is included in the Wastewater Core Business, Governmental – Wastewater Category, and Governmental Wastewater Replacements budget line item. The amount is $1,172,894.56 for sewer work. The job number is 16-5535-000.

Approved:

Kathleen M. Price, P.E.
Director
Pipelines

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

Robert R. Puente
President/Chief Executive Officer

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

OF THE SAN ANTONIO WATER SYSTEM BOARD OF TRUSTEES APPROVING AN INTERLOCAL AGREEMENT AND AN ADVANCE FUNDING AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AND AUTHORIZING THE PRESIDENT/CHIEF EXECUTIVE OFFICER OR HIS DULY APPOINTED DESIGNEE TO EXECUTE THE INTERLOCAL AGREEMENT AND ADVANCE FUNDING AGREEMENT FOR THE ADJUSTMENT OF WATER AND SEWER FACILITIES BY THE TEXAS DEPARTMENT OF TRANSPORTATION IN CONNECTION WITH THE US 281: LOOP 1604 TO STONE OAK PARKWAY PROJECT; AUTHORIZING THE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED $4,170,981.05 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 Texas Department of Transportation (TxDOT) intends to reconstruct the US 281: Loop 1604 to Stone Oak Parkway Project; and

WHEREAS, the US 281: Loop 1604 to Stone Oak Parkway 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 consists of the adjustment of approximately 6,600 linear feet of 6-inch through 36-inch water mains, approximately 1,650 linear feet of 12-inch water main upsized to a 16-inch water main, approximately 4,150 linear feet of 20-inch water main upsized to a 24-inch water main, adjustment of approximately 2,458 linear feet of 4-inch through 30-inch sewer main, approximately 2,218 linear feet of 10-inch sewer main upsized to a 12-inch sewer main and approximately 424 linear feet of 18-inch sewer main upsized to a 30-inch sewer main; and

WHEREAS, it is anticipated that 48.50 percent of the project work costs for the water and sewer adjustment work are eligible for reimbursement through the Federal Utility and State Utility Procedures; and

WHEREAS, reimbursement includes the estimated amounts of $4,160,786.13 for construction cost, $315,085.10 for consultant fees, and $132,307.90 for the System services for a total amount of $4,608,179.13; and

WHEREAS, in addition, reimbursement for easement land rights in an estimated amount not to exceed of $6,750,000.00; and
WHEREAS, TxDOT requested that the System enter into an Interlocal Agreement for the reimbursement by TxDOT of the reimbursable project work costs and execute an Advance Funding Agreement, and for the System to advance funds for the remaining non-reimbursable project work costs; and

WHEREAS, System funds in the amount not to exceed $4,170,981.05 are required under the Advance Funding Agreement for the project work; and

WHEREAS, the San Antonio Water System Board of Trustees desires (i) to approve an Interlocal Agreement and an Advance Funding Agreement with TxDOT for the adjustment of water and sewer facilities in connection with the US 281: Loop 1604 to Stone Oak Parkway Project and to authorize the President/Chief Executive Officer or his duly appointed designee to execute the Interlocal Agreement and Advance Funding Agreement, and (ii) to authorize the expenditure of funds in the amount not to exceed $4,170,981.05 for the project work; now, therefore:

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

1. That an Interlocal Agreement and Advance Funding Agreement with TxDOT are hereby approved and the President/Chief Executive Officer or his duly appointed designee is hereby authorized to execute the Interlocal Agreement and Advance Funding Agreement with TxDOT in connection with the US 281: Loop 1604 to Stone Oak Parkway Project.

2. That the expenditure of funds for the Advance Funding Agreement in the amount of $4,170,981.05 for the adjustment of water and sewer facilities by TxDOT in connection with the US 281: Loop 1604 to Stone Oak Parkway Project is hereby authorized.

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

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

5. This resolution becomes effective immediately upon its passage.
PASSED AND APPROVED this 10th day of January, 2017.

_________________________________
Berto Guerra, Jr., Chairman

ATTEST:

_______________________________
Ernesto Arrellano, Jr., Secretary
Name of Project: Regional Carrizo Project
Duration of Project: 50+ Years
Amount of Water Available Annually: 11,688 acre-feet/year
Cost per Acre-Foot: $1,519
Date Benchmarking Commenced: August 16, 2016
Date Benchmarking Completed: October 18, 2016
Managing Staff: Darren Thompson, Steven Siebert

San Antonio Water System Mission Statement
Sustainable Affordable Water Services

Executive Summary

The Regional Carrizo Project, SAWS’ largest non-Edwards Aquifer supply, was initiated November 12, 2013, and SAWS commenced production at its Buckhorn wellfield in Gonzales County in January 2014. The Project is permitted to export up to 11,688 acre-feet per year from the Carrizo Aquifer into the SAWS distribution system through 2060. This is a firm volume available during both average and drought conditions and gives SAWS a source other than the Edwards Aquifer, providing diversification as identified in the 2012 Water Management Plan. Through cooperation with local governments and sharing of pipelines and treatment facilities, the Project cost was reduced by approximately $100 million, benefiting SAWS’ ratepayers while providing needed infrastructure support for communities within Gonzales and Guadalupe Counties. As the second largest water source in SAWS’ portfolio, this Project ranks favorably with other SAWS Projects in terms of cost, volume of water produced and impact on natural resources. The positive outcome of this project is due in no small part to the role played by SAWS staff members who skillfully cultivated the trust and cooperation of landowners, water groups, and municipal agencies. The staff’s innovative, pro-community solutions should serve as a model for future water projects.

Benchmarking Document

1. How does this Project reflect a cooperative relationship with neighboring communities?

SAWS initially considered construction of a 59-mile pipeline to deliver Carrizo Aquifer water to the Twin Oaks Aquifer Storage and Recovery (ASR) facility for treatment and introduction into SAWS’ delivery system. This pipeline would have been funded entirely by SAWS at a capital cost estimated at $100 million. However, SAWS also saw an opportunity to save money while at the same time provide some additional benefits to the counties where the wells and pipeline are located.

In February 2011, SAWS executed a historic Agreement with the Cities of Schertz and Seguin, the Mutual Regional Water Supply Contract (Contract). The purpose of the Contract was to enable the Schertz-Seguin Local Government Corporation (SSLGC) to treat and transport SAWS’ Carrizo Aquifer water from SAWS’ Buckhorn wellfield in
Gonzales County to Schertz in Guadalupe County where it is delivered to SAWS for transport to SAWS’ distribution system in Bexar County. The Contract also enables SAWS to purchase additional water from the SSLGC system when it is available, and to provide water to SSLGC during an emergency.

In addition to the savings to SAWS customers through renting capacity in the SSLGC pipeline rather than constructing a new pipeline, SAWS’ purchase of additional water from SSLGC has stabilized rates for the Cities of Schertz and Seguin which have forgone a rate increase for five years with their first rate increase expected for FY2017.

In Gonzales County, SAWS leases Carrizo Aquifer water from 22 families totaling 16,101 surface acres about seven miles northeast of Nixon, Texas. The landowners are the foundation of the Regional Carrizo Program providing the water rights available for the Project but also the land and easements for the wellfield and collection system. SAWS issues water payments to the landowners which adds to the local economy.

Additional collaborative efforts undertaken by SAWS include:

- A special provision in SAWS production permit mitigates the City of Smiley’s well number one upon request by the City of Smiley.

- City of Nixon received a one-time power cost payment of $328,300 to offset increased energy costs of producing water at lower levels attributed to SAWS production. In addition, SAWS paid for lowering of well pumps and installation of new motors for those wells.

- Gonzales County Water Supply Corporation (WSC) - SAWS drilled and equipped a new Carrizo Aquifer well called the Saturn well during summer 2016 fulfilling a requirement of the Settlement Agreement between SAWS and the WSC. Additionally, SAWS is reviewing interconnect options and has the option to purchase 1,000 acre-feet of Carrizo Aquifer water providing an additional volume for SAWS customers and economic benefit to the WSC customers to improve infrastructure.

2. What are the water sources related to this Project?

All water for the Regional Carrizo Program comes from the Carrizo Aquifer in western Gonzales County, a non-Edwards Aquifer water source. This water is produced at the SAWS’ Buckhorn Wellfield. Through SAWS’ partnership with the SSLGC, SAWS water is being treated at SSLGC’s Nixon Water Treatment Plant (WTP) in Gonzales County. SSLGC’s source water also comes from the Carrizo Aquifer and is treated at their WTP. Carrizo Aquifer water from both the SAWS Buckhorn wellfield and the SSLGC wellfield are blended at the SSLGC treatment plant for delivery to SAWS and SSLGC customers. (Appendix 1)
3. What volume of water will be available during both average and drought of record conditions?

SAWS holds a production permit for 11,688 acre-feet of Carrizo Aquifer groundwater from the Buckhorn wellfield which is a firm volume available during average and drought conditions. This provides a source other than the Edwards Aquifer providing diversification as identified in the 2012 Water Management Plan.

The approximate maximum volume of water the Project can produce is the following:

<table>
<thead>
<tr>
<th>Water Category</th>
<th>Volume</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAWS Permitted Water</td>
<td>11,688 acft/yr</td>
</tr>
<tr>
<td>Water Loss 6.3%</td>
<td>(736) acft/yr</td>
</tr>
<tr>
<td>Projected SAWS Water Delivered</td>
<td>10,952 acft/yr</td>
</tr>
<tr>
<td>2017 SSLGC Water Option Purchase</td>
<td>2,500 acft/yr</td>
</tr>
<tr>
<td>2017 Total Projected Water Delivered</td>
<td>13,452 acft/yr</td>
</tr>
<tr>
<td>GCWSC Water Option Purchase</td>
<td>1,000 acft/yr</td>
</tr>
<tr>
<td>Water Loss 6.3%</td>
<td>(63) acft/yr</td>
</tr>
<tr>
<td>Maximum Potential Water Delivered</td>
<td>14,389 acft/yr</td>
</tr>
</tbody>
</table>

The Regional Carrizo Project, the largest non-Edwards Aquifer supply, was initiated November 12, 2013, when SSLGC began delivering SSLGC water to SAWS. SAWS commenced production at the Buckhorn wellfield in January 2014. SAWS has received the following water volumes since Project inception:

<table>
<thead>
<tr>
<th>Year</th>
<th>SAWS (AF)</th>
<th>SSLGC (AF)</th>
<th>Total (AF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>5,582</td>
<td>2,464</td>
<td>8,046</td>
</tr>
<tr>
<td>2015</td>
<td>10,753</td>
<td>3,394</td>
<td>14,147</td>
</tr>
<tr>
<td>2016*</td>
<td>7,393</td>
<td>77</td>
<td></td>
</tr>
</tbody>
</table>

* YTD through August 31, 2016

4. Is water available for the duration of this Project in adequate quantity to justify the Project?

Yes. The current Desired Future Condition (DFC) for the Carrizo Aquifer as of September 1, 2016, which was adopted April 2010, is 23 feet average drawdown across the entire Groundwater Management Area 13 (GMA 13) by 2060. In Gonzales County, the Modeled Available Groundwater (MAG) fully supports permit production of 11,688 acre-feet per year for the 50-year planning period 2020-2070 except the 2030 decade where permitted groundwater exceeds the MAG due to other non-SAWS Projects coming on line in Gonzales County. For planning purposes only, SAWS on paper is reduced 270 acre-feet (2.3%) to 11,418 acre-feet per year for the 2030-2039 decade. (Appendix 2)
GMA 13 is in the process of the second round of setting DFCs. GMA 13 proposed the following DFC for the Carrizo Aquifer in March 2016:

- “The first proposed desired future condition for the Carrizo-Wilcox/Queen City/Sparta Aquifers in Groundwater Management Area 13 is that 75 percent of the saturated thickness in the outcrop at the end of 2012 remains in 2070. This desired future condition is considered feasible despite model predictions to the contrary as detailed in Technical Memorandum 16-08.

- In addition, a secondary proposed desired future condition for the Carrizo-Wilcox/Queen City/Sparta Aquifers in Groundwater Management Area 13 is an average drawdown of 48 feet for all of GMA 13. The drawdown is calculated from the end of 2012 conditions to the year 2070. The desired future condition is consistent with Scenario 9 as detailed in GMA 13 Technical Memorandum 16-01 and GMA 13 Technical Memorandum 16-08.”

A new MAG is expected to be released during 2017 that fully supports SAWS permit production for all decades through 2070.

5. Is this Project based on reliable scientific data?

Yes. The DFC for the District is 97 feet of drawdown through 2060. The new DFC of 48 feet of drawdown averaged throughout GMA 13 will allow a District drawdown greater than the 97 feet currently permissible. The Project is based upon site-specific data gathered through a SAWS test drilling and monitoring program that installed two test pumping wells and 11 monitoring wells prior to the Project coming on line. Water level measurements are taken three times per year from the SAWS, SSLGC, and CRWA wellfields. June 2016 water level measurements show 50 to 60 feet of drawdown in this area. SAWS’ wellfield also showed a five-foot rebound in water levels in the Carrizo Aquifer in response to above-average spring rains.

6. Is there any adverse impact to groundwater? If so, what types of mitigation are possible and what will they cost?

The District allows for a maximum drawdown of 97 feet after 50 years. If the maximum drawdown is reached, the District has the authority to impose restrictions or adjust the DFC accordingly. SAWS’ own hydrologic modeling indicates the drawdown created by the Regional Carrizo Project and other surrounding Projects will be less than 97 feet, thus ensuring compliance with the rules.

In 2010, the GCUWCD passed a resolution establishing the Western Gonzales County Dedicated Mitigation Fund as a condition of permit acceptance for export pumpers that are permitted for more than 3,000 acre-feet per year in western Gonzales County. The GCUWCD will administer the fund and provide mitigation support for local permitted or registered wells with the exception of municipal wells.

SAWS signed on to the Mitigation Fund Agreement September 22, 2010. SAWS’ initial contribution to the fund was $30 per acre-foot of water authorized to be produced which totaled $350,640. In addition, SAWS is required to pay a surcharge of $0.0175 (one and
three-quarters cents) per thousand gallons that are exported. Mitigation payments from SAWS to date total $91,579.

7. Is there any adverse impact to surface water? If so, what types of mitigation are possible and what will they cost?

This Project does not involve surface water. Therefore, water production from groundwater sources in this Project is not anticipated to impact existing surface water sources.

8. What are environmental impacts of this Project other than those related to groundwater and surface water?

No known listed/threatened/endangered species are impacted by this Project. An additional incidental benefit of the Carrizo Project for the near to mid-term is that it reduces SAWS’ dependence on the Edwards Aquifer in NE San Antonio. As a permittee to the Habitat Conservation Plan (HCP), SAWS diversified water supply portfolio contributes to maintaining spring flow during times of drought for endangered and threatened species in the springs.

9. How does this Project ensure quality of the delivered water supply?

Some treatment is necessary to ensure the water from the Project is compatible with the existing high quality water in the SAWS network. Water quality treatment is performed at the SSLGC Nixon WTP in western Gonzales County. The Buckhorn wellfield water is treated with green sand to assist in the removal of excess iron, and manganese and treated with sodium hydroxide to increase pH. After treatment, the water is then blended at the Naco pump station with Edwards Aquifer water to make it fully compatible with SAWS water supply and distribution system.

10. Does this Project document a long-term hydrologic balance between recharge and discharge of any aquifers involved?

The Carrizo Aquifer is a geographically large sand aquifer that stretches from Arkansas and Louisiana southwest through Texas to Mexico. Within the confines of Gonzales County, the Carrizo Aquifer is estimated to contain approximately 200 million acre-feet of water in storage. Recharge occurs over a large area and, unlike recharge to the Edwards Aquifer, the movement of water into the Carrizo is slow. Movement of water out of the aquifer is also slow, making it relatively drought resistant. The amount of water to be withdrawn by the Carrizo Project will adhere to the District’s rules and thus be unlikely to significantly impact the aquifer. The citizens of Gonzales County, will be assured of the same quantity and quality of water, and rights of withdrawal as before SAWS production began. SAWS has agreed to the District’s mitigation plan to help address impact concerns that may occur due to SAWS production. Recharge and water use in the Carrizo is not as directly related to rainfall or as easy to define as it is in the Edwards Aquifer. Over 50 years, SAWS could potentially produce 534,000 acre-feet of water which amounts to only 0.27% of the estimated 200 million acre-feet* reported to
11. Is this Project in accord with the SAWS Water Management Plan?

Yes. This Project was identified as the preferred choice to fill a portion of the mid-term supply gap in the 2009 Water Management Plan Update. In the current 2012 Water Management Plan, the Regional Carrizo Water Supply Program is identified as a current supply that is helping to meet the water demands of an increasing population and vibrant economy.

12. Is this Project in accord with the Region L Plan?

Yes. This Project, known as Regional Carrizo for SAWS, was first identified in the 2006 Region L Plan. The Project was subsequently listed in the 2011 Region L Plan as a recommended water management strategy. This Project was one of only two recommended water management strategies to come on line from the 2011 Plan. In the current 2016 Region L Plan, this Project is identified as one of SAWS’ current supplies used to meet customer demand.

13. Will this Project support economic growth in the SAWS service area?

Diverse and stable water resources are essential for supporting economic growth in the SAWS service area. This Project, which reduces dependence on the Edwards Aquifer, is an important part of the 2012 Water Management Plan, which benefits the region.

14. Is this Project in accord with Texas water law? Are there any unusual risks of litigation?

This Project is in accord with Texas water law and fulfills the requirements of Texas legal and regulatory guidelines. All water Projects, however, are subject to potential legal action by opponents of a particular Project.

15. Is this Project’s water suitable for the geographic areas served by SAWS?

The Carrizo Aquifer water is treated, then blended, with Edwards Aquifer water at the Naco pump station and is primarily distributed to the NE portion of the SAWS service area. Overall, this Project strengthens SAWS water supply inventory and ensures that all customers have a high-quality and sustainable water supply.

16. Has a benefit-cost analysis been done in connection with this Project?

Yes. During the initial Project development, BBC Research and Consulting conducted a Benefit-Cost Analysis in 2004 and determined the “Gonzales-Carrizo Project appears to have the best benefit-cost ratio among SAWS’ large-scale imported supply options.”
(BBC Memorandum, August 16, 2004). It should be noted the total production volume is less than proposed during initial Project development over a decade ago.

SAWS reviews the economics of all water Projects on an annual basis.

17. Has a social and economic impact analysis been done in connection with this Project?

No formal socio-economic analysis has been conducted for this Project. However, benefits derive to the entire Region L area, including Gonzales County, from SAWS having a diversified water supply. This leads to fewer critical period management and fewer restrictions on regional development by reducing reliance on the Edwards Aquifer.

18. What is the cost per acre-foot of water for this Project?

The current cost per acre-foot is estimated to be $1,519 per acre-foot. (Appendix 3)

19. What is the effect on the ratepayer?

Approximately $1.52 of the average residential bill goes towards Regional Carrizo costs. For 2017, the Project will account for approximately 4.87% of projected total Water Supply and Water Production revenues. About $31.17 of the average residential bill goes to Water Supply and Water Production expenses, and 4.87% of this equals $1.52.

20. How does this Project rank, compared to other SAWS Projects?

In terms of volume, the Carrizo Project ranks as the second largest SAWS resource after the Edwards Aquifer. In addition, the Carrizo Aquifer is relatively drought resistant compared to the Edwards, Trinity, and other resources, and will provide a firm supply of water even during low rainfall years when withdrawals from other water resources may be curtailed. As such, the Project expands the diversity of water resources for SAWS and provides a reliable source of affordable, high-quality water that helps to support both current water needs and future development.

21. Are there any other issues that need to be addressed?

The CAP recommends SAWS continues to monitor this Project with an emphasis on cost optimization, water quality/public health, and sustainability. This would include:

- Ensuring that the annual drawdown is within Project parameters;
- Monitoring water quality to ensure compatibility with Edwards Aquifer water and public health standards; and
- Maintaining a strong working relationship at the local and regional level to assure continued resource availability;
- Continuing operational and economic assessments to determine what volume, if any, of water to purchase from SSLGC during dry years, and to refrain from purchases during wet years.

These strategies support a safe and sustainable water supply for San Antonio.
Conclusion

The Carrizo Project has been a successful addition to SAWS’ diversified water resources and has been functioning as designed for the past three years. The Project appears to be having a minimal impact on drawdown within Gonzales County, assuring local landowners of sufficient groundwater for the current and future needs.

By cooperating with governmental entities in the region of the wells and pipeline, SAWS has significantly reduced the cost of the Project while providing tangible benefits to the communities in the vicinity of the wells and pipeline.

The CAP recommends that SAWS limit the purchase of additional water from the Schertz-Seguin Local Government Corporation (SSLGC) during wet years when SAWS has access to Edwards Aquifer water with no or limited critical period reductions. This will result in savings to SAWS’ customers.

The Carrizo Project stands as an example of how cooperation among government agencies, groundwater management entities, local communities, and groundwater lease holders can yield positive benefits for SAWS’s ratepayers and all other involved parties. The SAWS staff is to be acknowledged for their innovative and pro-community solutions that helped to bring this project to a successful completion.

Glossary

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<thead>
<tr>
<th>Abbreviation</th>
<th>Full Form</th>
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<tr>
<td>CAP</td>
<td>Citizens Advisory Panel</td>
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<td>GAM</td>
<td>Groundwater Availability Model</td>
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<td>GMA 13</td>
<td>Groundwater Management Area 13</td>
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<tr>
<td>GCUWCD</td>
<td>Gonzales County Underground Water Conservation District</td>
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<tr>
<td>GCWSC</td>
<td>Gonzales County Water Supply Corporation</td>
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<tr>
<td>RCP</td>
<td>Regional Carrizo Project (The Project)</td>
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<td>SAWS</td>
<td>San Antonio Water System</td>
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<td>SSLGC</td>
<td>Schertz Seguin Local Government Corporation</td>
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<td>Texas Water Development Board</td>
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<td>Water Treatment Plant</td>
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APPENDIX 1
Regional Carrizo Project Area Map
APPENDIX 2
Groundwater Management Area 13 Map

Source: Texas Water Development Board. www.twdb.texas.gov
**APPENDIX 3**

**Annual Cost per Acre-Foot by Project**

![Graph showing annual cost per acre-foot by project.](image-url)

- Edwards Aquifer Purchase: $236
- Edwards Aquifer Lease: $269
- Local Carrizo Program: $184
- Expanded Carrizo Program: $185
- BMA: $491
- GBRA - Western Canyon: $1,050
- Trinity - WECO: $1,109
- Desal (All Phases): $1,138
- Trinity - Oliver Ranch: $1,153
- Canyon Regional: $1,252
- Regional Carrizo: $1,519
- Vista Ridge: $1,960

**Legend:**
- Price Per Acre Foot
- Integration Price Per Acre-Foot